

TRANSPORTATION DEVELOPMENT AGREEMENT

This Transportation Development Agreement (the "Agreement") is made and entered into as of _____, 2022 ("Effective Date"), by the CITY OF LEAGUE CITY, TEXAS, a municipal corporation and home rule city, acting by and through its governing body, the City Council of the City of League City, Texas (the "City") and HILLWOOD ENTERPRISES, L.P., a Texas limited partnership ("Developer"), on behalf of GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 80 a body politic and corporate and governmental agency created and operating under the provisions of Chapters 49 and 54, Texas Water Code, and pursuant to Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution (the "District") (each individually a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, the District currently encompasses approximately 157.63 acres of land in Galveston County, Texas located entirely within the corporate limits of the City, as more fully described by the metes and bounds attached hereto as **Exhibit "A"** (the "Property"), and was created for the purpose of providing public water, sewer, drainage, road, and park and recreational facilities to serve the Property; and

WHEREAS, the City and the Developer, on behalf of the District, entered into that certain Utility Agreement of even date herewith (the "Utility Agreement") related to the provision of certain public water, sewer, drainage, road, and park and recreational facilities by the District and the City.

WHEREAS, pursuant to Ordinance No. 2019-01, the City has adopted roadway capital recovery fees (the "Impact Fees"), thereby generating revenue to be utilized for road projects included in the capital improvement plan ("Plan") supporting the adoption of such Impact Fees; and

WHEREAS, the District, or the Developer on behalf of the District, intends to construct and finance certain road or other transportation improvements that are included in the Plan, as further described herein, and in consideration of the District's commitment to complete such road improvements, the City desires to waive the Impact Fees associated with development of the Property, because the Project Costs (as defined herein) associated with completing the road improvements as set forth in this Agreement would otherwise exceed the amount of Impact Fees to be collected by the City related to the Property;

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

AGREEMENT

1. GENERALLY

A. Project. The roadway improvements described and shown on **Exhibit "B"** shall be collectively referred to throughout this Agreement as the "Project." The District, or the Developer acting on behalf of the District, shall design and construct the portion of the Project within its boundaries, and shall dedicate or cause to be dedicated the necessary right of way within the boundaries of the District for completion of the Project at no cost to the City. The Project shall not include any irrigation, sidewalks, trees, or other landscaping improvements that are not immediately adjacent to the roadways included in the Project.

B. Project Costs. The "Project Costs" for the Project include, but are not limited to, all of the costs of design, materials, labor, construction, and inspection; design and construction phase engineering fees and expenses; all costs associated with surveying, environmental analysis, geotechnical work, storm water pollution prevention plans, wetland mitigation, wetland and canal crossings, and sidewalk and streetlighting installation directly attributable to the Project; legal fees and expenses; all payments arising under any contracts entered into as a part of the Project; all necessary property or easement acquisition costs; all of the costs, fees, and expenses associated with prosecuting any condemnation proceedings if necessary; all costs incurred in connection with obtaining governmental approvals, certificates, or permits required as a part of the Project; and all out-of-pocket expenses incurred in connection therewith.

2. DESIGN AND ENGINEERING OF THE PROJECT

The District's engineer shall act as the engineer for the Project. The engineer for the Project shall be engaged by and paid by the District. The District will engage any persons or firms for the surveying, geotechnical, and environmental services necessary for the Project. All costs and expenses for surveying, geotechnical, and environmental services and all expenses of the engineer for design or other engineering services, including but not limited to contract administration, inspection, and testing expenses for the Project will be paid by the District. A copy of the plans and specifications for the Project shall be provided to the City for review, comment, and final approval prior to the advertisement for bids for the Project. The construction contract for the Project, or each phase thereof, will require that there be a warranty period, that shall include the City as a named party, that will commence upon final acceptance of the Project by the District. Such warranty period shall be consistent with the City's then-current time period requirements related thereto.

3. CONSTRUCTION OF THE PROJECT

A. Construction. The Parties recognize and understand that the Project may be completed in a series of phases consistent with this Agreement. Specifically, the Parties agree that the Project includes the LCP Project and the McFarland Project, as described below.

(i) League City Parkway. The Parties agree that it is within both parties best interests to construct the segment of League City Parkway, as further shown on **Exhibits "B-1" and "B-2"** attached hereto (collectively, "LCP Project"). The LCP Project shall consist of a segment of League City Parkway within the boundaries of the District ("Onsite LCP Segment") and a segment of League City Parkway outside the boundaries of the District ("Offsite LCP Segment"). The Developer, on behalf of the District, agrees to design and construct the LCP Project, subject to the terms described below, and in accordance with this Agreement:

a. LCP Project Description. As shown on **Exhibit "B-1"**, the Onsite LCP Segment shall consist of a four-lane parkway within the boundaries of the District. As shown on **Exhibit "B-2"**, the Offsite LCP Segment shall consist of two lanes necessary to make that segment of League City Parkway four lanes wide.

b. Project Schedule. The Developer, on behalf of the District, agrees to use commercially reasonable efforts to commence the expedited design and construction of the LCP Project. Within 30 days of the effective date of this Agreement, Developer, on behalf of the District, will authorize the District's engineer to begin design of the LCP Project.

c. Right of Way. The City represents that it has all necessary right of way for the Offsite LCP Segment, and that if any additional right of way, easements, rights of entry, or other property rights are required for the construction of the Offsite LCP Segment, the City will be responsible for obtaining (by purchase or by exercise of eminent domain) such rights.

d. Drainage and Detention.

i. Offsite LCP Segment: Detention for the Offsite LCP Segment was included within the design and construction of a previously constructed segment of League City Parkway, and accordingly, the District shall not be required to account for any additional detention for the Offsite LCP Segment, and the City hereby confirms that the existing storm sewer system constructed in the median of League City Parkway is functional and does not require additional rehabilitation, repair, or other work necessary to provide drainage for the Offsite LCP Segment.

ii. Onsite LCP Segment: The District shall generally be responsible for providing drainage and detention for the Onsite LCP Segment in accordance with all applicable City regulations. Notwithstanding the foregoing, the City authorizes the use of temporary drainage and detention facilities for the Onsite LCP Segment, in accordance with this Agreement.

(A) The "Temporary Drainage Facilities" shall consist of temporary detention facilities located immediately south of the Onsite LCP Segment with a connection into the City's existing storm sewer system located east of the Onsite LCP Segment. The District's Engineer will provide to the City a drainage memorandum confirming that the Temporary Drainage Facilities meet all applicable City drainage criteria for the Onsite LCP Segment. The City shall not be obligated to acquire additional right of way or easements for the Temporary Drainage Facilities.

(B) The "Permanent Drainage Facilities" shall consist of the permanent storm sewer pipes and detention facilities that serve Phase One of development within the District, as such Phase One is generally described in the Planned Utility Development affecting the property within the District and approved by the City, and which facilities shall be sufficiently sized to provide permanent drainage and detention capacity to serve the Onsite LCP Segment. The Permanent Drainage Facilities will be designed so that drainage from the Onsite LCP Segment will flow south to the Permanent Drainage Facilities, rather than to the Temporary Drainage Facilities. Upon completion of the Permanent Drainage Facilities, the District shall be required to remove the Temporary Drainage Facilities and any connections to the City's storm sewer system located east of the Onsite LCP Segment.

e. Miscellaneous.

i. The City agrees that a traffic impact analysis will not be required with respect to the LCP Project.

ii. The City agrees to waive all City inspection fees related to the construction of the LCP Project.

f. Reimbursement. In the event the Developer does not acquire title to the Property by December 31, 2022, the City shall reimburse Developer for all Project Costs incurred by Developer prior to such date with respect to the LCP Project.

(ii) McFarland Road. The Parties agree that it is within both parties best interests to construct the segment of McFarland Road, as further shown on **Exhibit "B-3"** attached hereto ("McFarland Project"). The Developer, on behalf of the District, agrees to design and construct the McFarland Project, subject to the terms described below, and in accordance with this Agreement:

a. McFarland Project Description. As shown on **Exhibit "B-3"**, the McFarland Project shall consist of the construction of a two-lane roadway from the southern boundary of the Gulf Coast Water Authority easement, generally referred to as the American Canal, to the northern boundary of the proposed intersection at Ervin Street.

b. Project Schedule. The Developer, on behalf of the District, agrees that construction of the McFarland Project shall commence no later than the time at which a plat for any property adjacent to the McFarland Project is submitted to the City for approval.

c. Right of Way. The City represents that it has all necessary right of way for the McFarland Project, and that if any additional right of way, easements, rights of entry, or other property rights are required for the construction of the McFarland Project, the City will be responsible for obtaining (by purchase or by exercise of eminent domain) such rights.

d. Drainage and Detention. The District shall be responsible for providing drainage and detention in accordance with all applicable City regulations for the McFarland Project.

(iii) The District shall be the owner pursuant to the term of the construction contracts for the Project and shall contract for necessary consulting services, including but not limited to engineering, legal, surveying, geotechnical, and environmental services. The Project shall be installed, construction contracts shall be awarded, and payment and performance bonds obtained all in accordance with the general law for municipal utility districts, in full compliance with the applicable requirements of the City, and in accordance with the final plans approved by the Parties. In addition to any other construction contract provisions, any construction contract for the Project shall include the contractor's warranty of work performed under the contract, with such warranty to include the City as a named party. Such warranty period shall be consistent with the City's then-current time period requirements related thereto.

B. District Acceptance of a Project. Upon completion of any portion of the Project, the District shall order the engineer for the Project to certify that the Project has been completed in substantial compliance with the approved plans. The District shall certify that all bills and sums of money due in connection with the construction and installation of the Project have been fully paid and that the Project is free of any and all liens and claims, all according to the certification of the construction contractor. The District shall accept the construction of the Project in writing from the construction

contractor. The City shall have the right to inspect and approve the Project prior to final acceptance by the District.

C. City Acceptance of the Project. Upon completion of construction and the expiration of the warranty period for the Project, or any phase thereof, the City agrees to accept ownership and maintenance of the Project in the same manner and to the same extent it owns and maintains City owned roads and related road facilities in other areas of the City. Within 90 days of a written request from the City, the District shall provide the City with a detailed accounting of all costs related to the Project, or phase thereof.

4. PROJECT FINANCING

A. Parties' Roles. The Developer warrants that it has or will be able to secure sufficient funds to fund the Project Costs associated with the Project prior to development of the Property. The District will serve as owner under the construction contracts for the Project and will undertake and complete the Project in accordance with this Agreement; provided, however, all construction contracts entered into by the District and approved by the Developer shall be guaranteed for payment by the Developer according to the terms and conditions of a special endorsement or condition in the construction contracts approved by the District's attorney. Nothing in this Agreement shall be construed to limit the District's ability to reimburse the Developer for Project costs advanced by Developer on behalf of the District.

B. City Impact Fee Waiver.

The Developer represents and warrants that the engineer's preliminary cost estimates to complete the Project are expected to exceed the amount of Impact Fees that the City would otherwise generate via development of the Property utilizing the City Impact Fee rate in effect as of the date of this Agreement. A preliminary estimate of Project Costs compared to Impact Fees is shown on **Exhibit "C"** attached hereto. Based on the foregoing and in consideration of the Developer's commitment to complete the Project as described herein, the City hereby agrees to waive collection of the Impact Fees that would otherwise be imposed to property within the District, including any tracts, up to 20 acres in the aggregate, that may be annexed into the District within 5 years of the date of this Agreement.

5. ASSIGNMENT

No Party hereto will make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other Party.

6. NOTICE

Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by either Party to the other must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the Party to be notified, with return receipt requested, or by delivering the same to an officer of such Party, or by prepaid telegraph, when appropriate, addressed to the Party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three days after it is so deposited.

Notice given in any other manner shall be effective only if and when received by the Party to be notified. However, in the event of service interruption or hazardous conditions, no Party will delay remedial action pending the receipt of formal Notice. For the purposes of Notice, the addresses of the Parties shall, until changed as hereinafter provided, be as follows:

If to the City:
City of League City
City Hall
300 West Walker
League City, TX 77573
Attn: City Manager

If to the Developer:
Hillwood Enterprises, L.P.
c/o Hillwood Communities
3000 Turtle Creek Blvd.
Dallas, TX 75219
Attn: Brian Carlock

With a copy to:
Galveston County Municipal Utility District No. 80
c/o The Muller Law Group, PLLC
202 Century Square Blvd.
Sugar Land, TX 77478
Attn: Nancy Carter

The Parties shall have the right from time to time and any time to change their respective addresses and each shall have the right to specify as its address any other address upon at least 15 days written Notice to the other Parties.

7. MISCELLANEOUS PROVISIONS

a. Waiver. Any failure by a Party hereto to insist upon strict performance by another Party of any 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.

b. Default. Default shall mean the failure by any Party to comply with the terms and conditions of this Agreement. In addition to all of the rights and remedies provided by the laws of the State of Texas, because of the peculiar damage each Party hereto might suffer by virtue of a breach by another Party, each Party shall be entitled to the equitable remedy of specific performance or mandamus.

c. Term. Unless otherwise previously terminated pursuant to some term or condition of this Agreement or dissolution of the District, this Agreement shall be in force and effect from the Effective Date hereof until the earliest to occur of: (i) dissolution of the District; or (ii) twenty (20) years from the recordation of the first plat related to the Property. Notwithstanding the foregoing, in the event that Developer does not become owner of the Property by December 31, 2022, this Agreement shall expire and terminate without any further by either Party; provided, however, that the City's obligations to reimburse Developer for Project Costs related to LCP Project, as provided herein, shall survive the termination of this Agreement.

d. 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 shall be in Galveston County, Texas.

e. Severability. The provisions of this Agreement are severable, and if any provisions or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement of other persons or circumstances shall not be affected thereby.

f. Effect of State and Federal Laws. Notwithstanding any other provision of this Agreement, the Parties shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City ordinances to the extent not in conflict with this Agreement, and any rules implementing such statutes or regulations.

g. Third Party Beneficiaries. This Agreement will not be construed to act for the benefit of any third party.

h. Reservation of Rights; Waiver of Governmental Immunity. To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and

immunities under applicable laws, including sovereign immunity, except to enforce any rights and remedies under this Agreement against the other Parties, in which case all such rights, privileges and immunities are hereby waived. The Parties agree that this Agreement constitutes an agreement for providing goods and services to the City and is subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code, as amended, and any successor statute(s), as and if in effect. In accordance with Sections 271.152 and 271.153 thereof, to the extent limited, however, by the provisions thereof, the City hereby waives any constitutional, statutory or common law right to sovereign or governmental immunity for liability or suit and expressly consents to be sued and liable to the extent necessary for the other Party to enforce this Agreement, but only as to the other Parties and this Agreement. This Section is not intended to be a general waiver as to damages except as is otherwise set forth in Chapter 271.

i. Approvals. Whenever this Agreement requires or permits approval or consent to be hereafter given by any Party, the Parties agree that no such approval or consent shall be unreasonably withheld, conditioned, or delayed.

j. 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.

k. Merger. This Agreement embodies the entire understanding between the Parties and there are no prior effective representations, warranties, or agreements between the Parties relating to application of the Impact Fees to the Property and waiver thereof.

l. Construction of Agreement. The Parties agree that this Agreement shall not be construed in favor of or against either Party on the basis that the Party did or did not author this Agreement.

m. Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with City ordinances. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its articles of incorporation and bylaws, as necessary.

n. Prohibition on Boycotting Israel. Pursuant to Section 2270.002 of the Texas Government Code, by executing this Agreement Developer verifies that Developer: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.

o. Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations. Developer warrants, covenants, and represents that Developer is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152 of the Texas Government Code.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, this the ____ day of _____ 2022.

THE CITY OF LEAGUE CITY, TEXAS

By: _____
City Manager

ATTEST:

By: _____
City Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, this the __ day of _____ 2022.

HILLWOOD ENTERPRISES, L.P.
a Texas limited partnership

By: AHB, LLC,
a Texas limited liability company,
its general partner

By: _____
Name: _____
Title: _____

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

County: Galveston
Project: Westleigh
Job No. 199801
MBS No. 19-156

FIELD NOTES FOR 157.63 ACRES

Being a tract containing 157.63 acres of land situated in the I.&G.N.R.R. Co. Survey Section 3, Abstract 614, and the I.&G.N.R.R. Co. Survey Section 4, Abstract 608, both in Galveston County, Texas. Said 157.63 acres being a call 160.3463 acre tract of land recorded in the name of Kazem Khonsari and Mohamad J. Javadi under Galveston County Clerk's File (G.C.C.F.) No. 9432458 and Baham Interests Limited Partnership under G.C.C.F. No. 2012065409, LESS AND EXCEPT that certain call 2.750 acre tract being Texas-New Mexico Power Company Seminole Station, a subdivision recorded in Plat Record 2003A, Map Number 140 of the Galveston County Map Records (G.C.M.R.). Said 157.63 acres of land being more particularly described by metes and bounds as follows (Bearings are referenced to the Texas Coordinate System of 1983, South Central Zone, based on GPS observations):

BEGINNING at a 5/8-inch iron rod found at the upper northeast corner of said 160.3463 acre tract, the northwest corner of a call 10 acre tract of land recorded in the name of Jimmie L. Rathburn under G.C.C.F. No. 8712908, the southwest corner of a call 1.3347 acre tract of land recorded in the name of City of Friendswood under G.C.C.F. No. 2018040688, and being on the south line of Slone Subdivision out of the B.W. Camp Rice Farms recorded in Volume 3, Page 61A of the G.C.M.R.;

THENCE, with the west line of said Rathburn 10 acres and the upper east line of said 160.3463 acres, South 03 degrees 46 minutes 29 seconds East, a distance of 499.71 feet to a 5/8 inch iron rod found at the southwest corner of said Rathburn 10 acres;

THENCE, with the south line of said Rathburn 10 acres and the lower north line of said 160.3463 acres, North 86 degrees 16 minutes 02 seconds East, a distance of 876.05 feet to the lower northeast corner of said 160.3463 acres, the southeast corner of said Rathburn 10 acres and being on the west Right-of-Way (R.O.W.) line of McFarland Road aka Algoa Friendswood Road (60 feet wide), from which a found 5/8 inch iron rod (disturbed) bears South 86 degrees 16 minutes 02 seconds West, a distance of 0.73 feet and a found 5/8 inch iron rod bears South 86 degrees 16 minutes 02 seconds West, a distance of 5.72 feet;

THENCE, with the common line between said 160.3463 acres and McFarland Road, the following two (2) courses:

- 1.) South 04 degrees 54 minutes 30 seconds East, a distance of 2,069.75 feet to a 5/8 inch iron rod found;
- 2.) South 04 degrees 58 minutes 21 seconds East, at a distance of 128.44 feet passing a found 5/8 inch iron rod and continuing for a total distance of 1,077.97 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set at the northeast corner of aforesaid Texas-New Mexico Power Company Seminole Substation;

THENCE, with the north, west and south lines of said Texas-New Mexico Power Company Seminole Substation, the following four (4) courses:

- 1.) South 87 degrees 39 minutes 22 seconds West, a distance of 400.28 feet to a 5/8 inch iron rod found;
- 2.) South 04 degrees 58 minutes 21 seconds East, a distance of 297.91 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set;
- 3.) North 89 degrees 19 minutes 22 seconds East, a distance of 60.30 feet to a 5/8 inch capped iron rod stamped "CL Davis" found;
- 4.) North 87 degrees 39 minutes 22 seconds East, a distance of 340.09 feet to a 5/8 inch capped iron rod stamped "CL Davis" found at the southeast corner of said Texas-New Mexico Power Company Seminole Substation and being on the common line between aforesaid 160.3463 acres and McFarland Road;

THENCE, with said common line, South 04 degrees 58 minutes 21 seconds East, a distance of 117.22 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set at the southeast corner of said 160.3463 acres and northeast corner of a call 50.7003 acre tract of land (styled "Third Tract") recorded in the name of West West Cattle Company under G.C.C.F. No. 9205621;

THENCE, with the common line between said 160.3463 acres and said 50.7003 acres, the following three (3) courses:

- 1.) South 80 degrees 21 minutes 55 seconds West, a distance of 26.66 feet to a point from which a found 3/8 inch capped iron rod stamped "Landtech" (disturbed) bears North 59 degrees 27 minutes 16 seconds West, a distance of 0.43 feet;
- 2.) South 89 degrees 37 minutes 02 seconds West, a distance of 1,433.33 feet to a 3/8 inch capped iron rod stamped "Landtech" found;
- 3.) South 89 degrees 45 minutes 39 seconds West, a distance of 484.46 feet to a 3/8 inch capped iron rod stamped "Landtech" found at the southwest corner of said 160.3463 acres, the northwest corner of said 50.7003 acres and being an easterly line of a call 941.89 acre tract of land (styled "First Tract") recorded in the name of West West Cattle Company under G.C.C.F. No. 9205621;

THENCE, with the common line between said 160.3463 acres and said 941.89 acres, the following two (2) courses:

- 1.) North 02 degrees 21 minutes 31 seconds West, a distance of 1,257.26 feet to a 5/8 inch iron rod found;
- 2.) North 02 degrees 20 minutes 31 seconds West, a distance of 2,696.88 feet to a 3/8 inch capped iron rod stamped "Landtech" found at the northwest corner of said 160.3463 acres and being on the south line of aforesaid Slone Subdivision;

THENCE, with the common line between said 160.3463 acres and said Slone Subdivision, North 86 degrees 16 minutes 02 seconds East, a distance of 894.13 feet to the **POINT OF BEGINNING** and containing 157.63 acres of land.

THIS DESCRIPTION WAS PREPARED BASED ON A SURVEY MADE ON THE GROUND UNDER THE DIRECTION OF KYLE B. DUCKETT, RPLS 6340, FILED UNDER JOB NO. 199801 IN THE OFFICES OF GBI PARTNERS, L.P.

GBI Partners, L.P.
TBPLS Firm #10130300
Ph: 281.499.4539
May 24, 2019

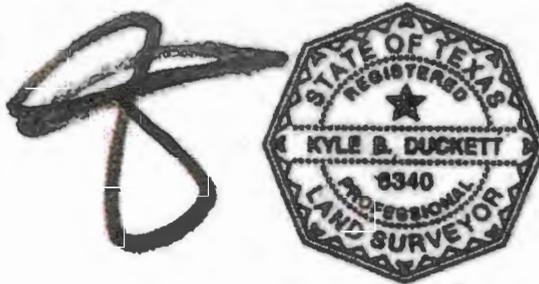
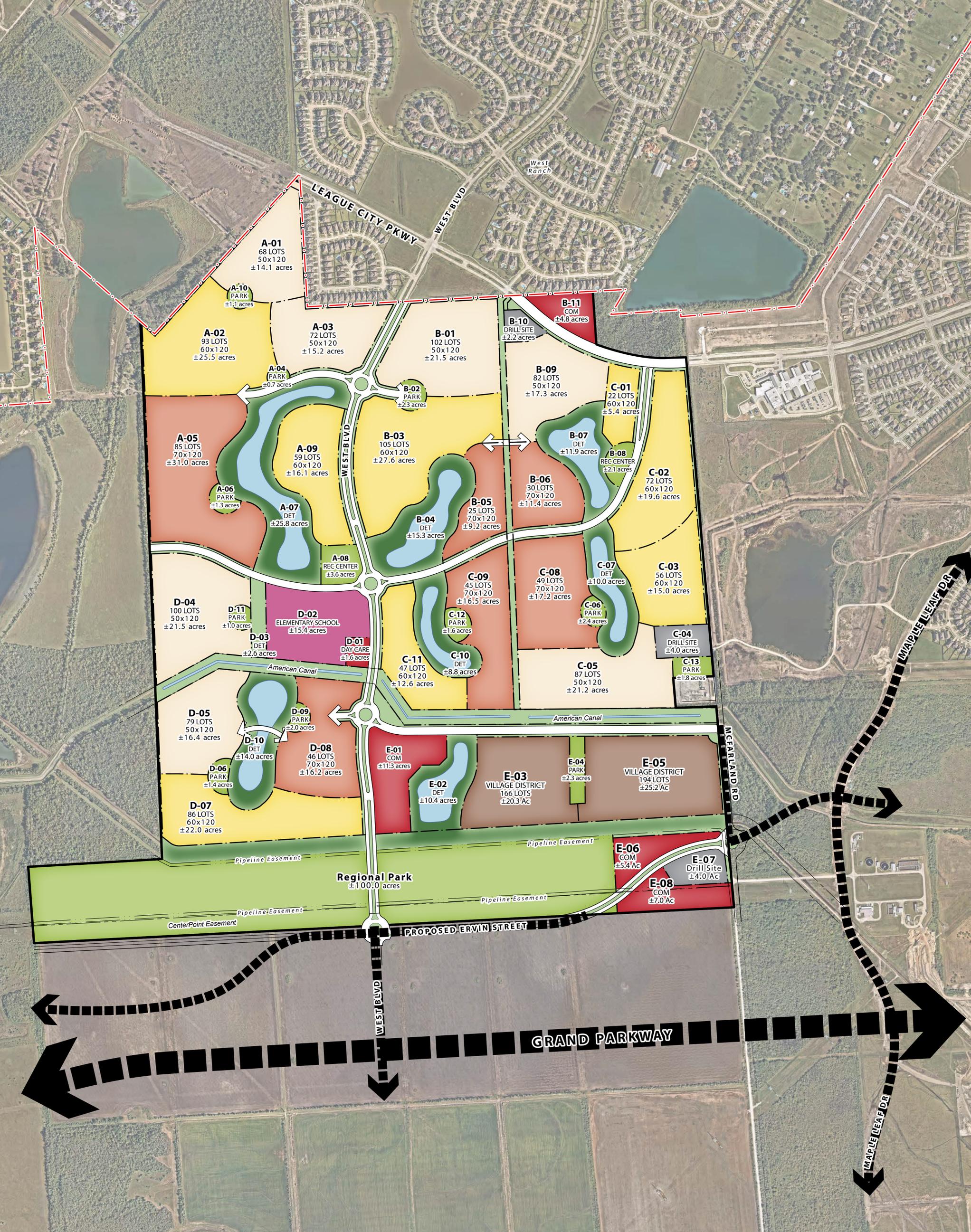


EXHIBIT "B"
ROAD PROJECTS

- B-1 - Onsite LCP Project**
- B-2 - Offsite LCP Project**
- B-3 - McFarland Project**



Prepared For:
HILLWOOD
 Reference Date: 05.11.2022

Number of lots shown on individual single family cells is conceptual and subject to change as allowed by PUD document.

EXHIBIT B
 Planned Unit Development
 Conceptual Development Plan Exhibit
STEDMAN-WEST TRACT
 ±804.4 Acres of Land
 League City, Texas

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 This exhibit is an illustrative representation for presentation purposes only and should not be used for computation or construction purposes. The information provided within should be considered a graphic representation to aid in determining plan components and relationships and is subject to change without notice. All property boundaries, easements, road alignments, drainage, flood plains, environmental issues and other information shown is approximate and should not be relied upon for any purpose. No warranties, express or implied, concerning the actual design, accuracy, location, and character of the facilities shown on this exhibit are intended.



3600 W. Sam Houston Pkwy S, Suite 600
 Houston, Texas 77042
 713.953.5200

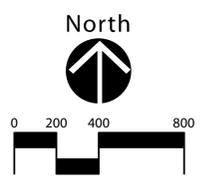
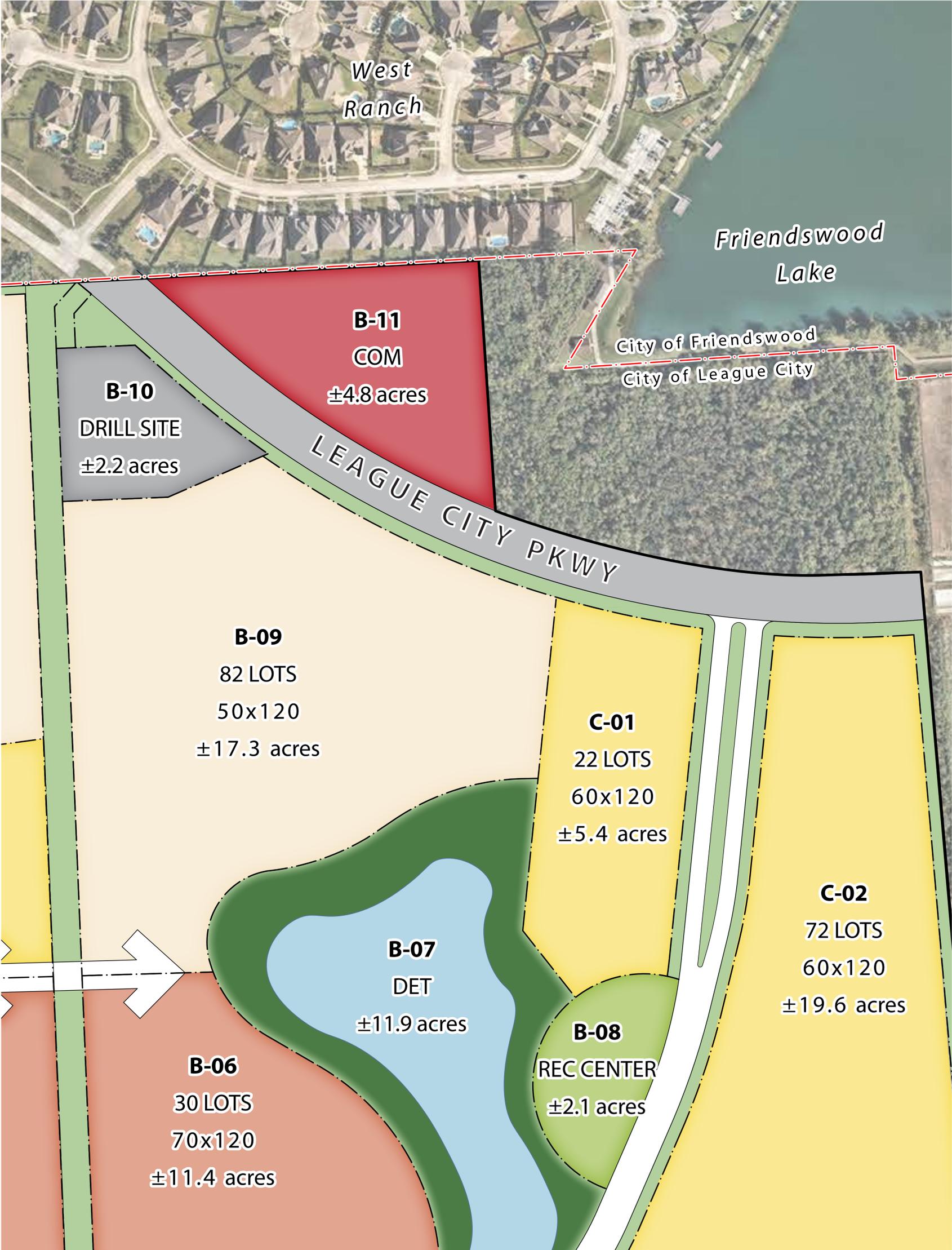


Exhibit "B-1"



An Exhibit Of:
**LEAGUE CITY PARKWAY
 (ONSITE)**
STEDMAN-WEST TRACT
 ±804.4 Acres of Land
 League City, Texas

Prepared For:
HILLWOOD
 Reference Date: 07.12.2022

League City Parkway
 (onsite portion to be built
 by developer)



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LJA
 PLANNING &
 LANDSCAPE
 ARCHITECTURE
 3600 W. Sam Houston Pkwy S, Suite 600
 Houston, Texas 77042
 713.953.5200

Exhibit "B-2"



LEAGUE CITY PARKWAY (OFFSITE) STEDMAN-WEST TRACT ±804.4 Acres of Land League City, Texas



- Existing League City Parkway
- League City Parkway Off-Site (southern half of the boulevard to be built by the developer)

Prepared For:
HILLWOOD
Reference Date: 07.12.2022



3600 W. Sam Houston Pkwy S, Suite 600
Houston, Texas 77042
713.953.5200

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Exhibit "B-3"




 McFarland Road
 (to be built by developer)

An Exhibit Of:
McFARLAND ROAD
STEDMAN-WEST TRACT
 ±804.4 Acres of Land
 League City, Texas

Prepared For:
HILLWOOD
 Reference Date: 07.12.2022



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EXHIBIT "C"
ESTIMATE OF PROJECT COSTS AND IMPACT FEES

Exhibit C
 Summary of Paving Costs Offsetting Paving Impact Fees
 GCMUD NO. 80
 7/27/2022

Street Name	LF	LAND COST (\$/ACRE)	DRAINAGE (\$/LF)	PAVING (\$/LF)	LC REVIEW FEES	ENGINEERING & SURVEYING
League City Parkway - Onsite	1,975	\$ 43,560.00	\$ 344.00	\$ 454.00	\$ -	(10% OF DRAINAGE & PAVING COSTS)
League City Parkway - Offsite	3,580	\$ -	\$ 50.00	\$ 250.00		

Street Name	ACRE	LF	LAND COST	DRAINAGE	PAVING	REVIEW FEES	E&S	TOTALS
League City Parkway - Onsite	4.60	1,975	\$ 200,376.00	\$ 679,400.00	\$ 896,650.00	\$ -	\$ 157,605.00	\$ 1,934,031.00
League City Parkway - Offsite	8.30	3,580	\$ -	\$ 179,000.00	\$ 895,000.00	\$ -	\$ 107,400.00	\$ 1,181,400.00
TOTALS			\$ 200,376.00	\$ 858,400.00	\$ 1,791,650.00	\$ -	\$ 265,005.00	\$ 3,115,431.00

	LOTS	Paving CRF's/Lot	Impact Fee		
Westleigh Tract	398	\$ 4,491.20	\$ 1,787,497.60		
TOTALS		398	\$ 1,787,497.60	<	\$ 3,115,431.00

Summary
 Residential paving impact fees waived for all residential development and developer has \$1,327,933.40 credit towards paving impact fees for non-single-family development.

Notes:
¹ League City Parkway costs account for curb and gutter cross section with median.
² Paving costs include; concrete pavement, subgrade, road excavation, lime stabilization, and 6-inch curb (if applicable).
³ Drainage costs for League City Parkway - Onsite only include costs related to: storm sewer inlets/pipes/manholes within right of way and pipes are sized for their respective runoff only.
 Drainage costs for League City Parkway - Offsite costs are for fill required to build road over existing ditch.