

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 LAND FUNDS TWO & THREE, JOINT VENTURE, a Texas general partnership (the "Developer") on behalf of GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 35, a body politic and corporate and governmental agency created and to be operated 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 encompasses approximately 373.9 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, concurrently with entry into this Agreement, the City and the Developer, on behalf of the District, intend to enter into an Amended and Restated Utility Agreement related to the provision of certain public water, sewer, drainage, road, and park and recreational facilities to be provided by the District; and

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 (the "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 Project, 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 traffic signalization, traffic control features, 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, including but not limited to, required right of way to be credited as an Offset, as described in Section 4 below, in an amount equal to the cost per square foot consistent with the City's then-current Roadway Capital Recovery Fee Final Report (which is currently \$1.00 per square foot); 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. To the extent that the portion of the Project is not commenced construction, 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. (i) The Parties recognize and understand that the Project may be completed in a series of phases consistent with this Agreement. The District agrees that construction of any phase of the Project shall commence no later than the time at which a plat for any property adjacent to the Project is submitted to the City for approval. With respect to the construction of any divided roadways, construction of half of the roadway shall commence no later than the time at which a plat for the adjacent property is submitted to the City for approval. The District agrees that the construction of any phase of the Project shall extend for the entirety of the adjacent length of the property submitted to the City for plat approval.

(ii) 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. The projected Project Costs and Impact Fees for the District are shown on **Exhibit "C"** attached hereto. Based on the foregoing and in consideration of the Developer's commitment to complete the Project, the City hereby agrees to waive collection of the Impact Fees related to the Property in an amount equal to the actual Project Costs resulting from the design and completion of the Project or a phase thereof. The District's engineer shall maintain an accounting ledger (the "Ledger") of actual Project Costs related to the Project showing the then-current total dollar amount eligible for the waiver of Impact Fees. The Ledger shall be included with each application for a waiver of any Impact Fees related to the Property (each an "Offset"), which application shall not be unreasonably delayed, conditioned, or denied by the City. Upon City approval of the Offset, the District engineer shall update the Ledger to reflect a deduction in the outstanding eligible Offset amount. The Developer shall be eligible for Offset in an amount of the total Project Costs incurred; provided, however, in the event that Project Costs exceed the Impact Fees attributable to the Property, the City shall have no obligation to make an additional payment to the Developer.

The City acknowledges and agrees that multiple Ledgers may be maintained by the District's engineer if there is more than one developer or builder paying Impact Fees to the City on behalf of the District. The City further acknowledges and agrees that a developer or builder who has paid Impact Fees to the City, and is in compliance with any then-current Planned Unit Development applicable to the Property that has been duly approved by the City, on behalf of the District may assign its Offsets to another entity within the District upon written notice to the District engineer and written entry into such developer or builder's respective Ledger.

The Parties understand that the City may determine that it is necessary to proceed with the design and construction of the Project or a portion thereof prior to commencement of design by the Developer. In the event that such a determination is made, the City shall provide the Developer written notice of its intent to commence design of the Project. Developer shall have sixty (60) days from the receipt of the written notice to notify the City that it intends to proceed with design of the Project. In such event, the City shall not proceed with the Project. In the event that the Developer does not provide such notice, the City may proceed with design and construction of the Project. Upon completion of the Project, the City shall then secure priority reimbursement rights and shall collect Impact Fees in an amount equal to the City's Project Costs until the City is fully reimbursed. Upon full reimbursement of the City of its Project Costs, the Developer shall once again become eligible for Offsets as detailed above.

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. Notwithstanding the foregoing, the City hereby agrees that (i) the Developer may freely assign this Agreement to the District upon written notice to the City; and (ii) if the Developer sells over fifty (50%) of the Property to another entity to complete the development thereof, Developer may assign this Agreement to such purchaser upon written notice to the City, provided, however, that the purchaser shall be obligated to meet the terms and conditions of this Agreement.

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:
Land Funds Two & Three, Joint Venture
Attn: Mr. Beau Ryan
3200 Southwest Freeway, Suite 3000
Houston, Texas 77027

With a copy to:
Galveston County Municipal Utility District No. 35
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Christina Miller

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) completion of the Project thereby securing full waiver of the Impact Fees related to the Property; (ii) dissolution of the District, or (iii) twenty (20) years from the recordation of the first plat related to the Property.

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.

LAND FUNDS TWO & THREE, JOINT VENTURE,
a Texas joint venture

By: JM Texas Land Fund No. 2, L.P., a Texas limited partnership, Joint Venturer

By: JM Equity Venture, Ltd. a Texas limited partnership, its general partner

By: RBGP Investments, L.L. C., a Texas limited liability company, its
general partner

By: _____
J. Beau Ryan, Vice President

By: JM Texas Land Fund No. 3, L.P., a Texas limited partnership, Joint Venturer

By: JM Equity Venture No. 2, Ltd. a Texas limited partnership, its general partner

By: RBGP Investments, L.L. C., a Texas limited liability company, its
general partner

By: _____
J. Beau Ryan, Vice President

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

**GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT
NUMBER 35
311.06 ACRES (TRACT 1)
OUT OF THE
I. & G.N. R.R. COMPANY SURVEY SECTION 9, ABSTRACT 597
AND THE
JOSEPH LA FLORE SURVEY, ABSTRACT 14
GALVESTON COUNTY, TEXAS**

Being a tract or parcel containing 311.06 acres of land, situated in the **I. & G.N. R.R. COMPANY SURVEY**, SECTION 9, ABSTRACT 597, and the **JOSEPH LA FLORE SURVEY**, ABSTRACT 14, Galveston County, Texas, and being out of and a part of those same tracts described in a deed to Dave S. Smith, Jr. originally recorded in Volume 1075, Page 530, and also described in Volume 2667, Page 748, and also that tract described in a deed to Dave S. Smith, Jr. recorded in Volume 2867, Page 126, all of the Deed Records of Galveston County, Texas, said 311.06 acre tract being more particularly described as follows (bearings are oriented to the Texas State Plane Coordinate System of 1983, South Central Zone):

BEGINNING at a 2 inch iron pipe found in the West line of the **IRA R. LEWIS SURVEY**, Abstract 15, said point being the Southeast corner of Section 9 and the Northeast corner of the **JOSEPH LA FLORE SURVEY** and the Northeast corner of Algoa Suburbs as recorded in Volume 238, page 10, Map Records of Galveston County, Texas, said point being the Northeast corner of the George Bofysil, et al, tract, described in Volume 2933, Page 571, Deed Records, and the Southeast corner of the Smith tract described in Volume 1075, Page 530, Deed Records;

THENCE S 87°58'38" W, along the South line of Section 9 and the North line of the **JOSEPH LA FLORE SURVEY**, being the North line of Algoa Suburbs and the North line of the Bofysil tract, a distance of 2776.97 feet to a 3/4 inch iron pipe found for corner at the Northwest corner of Algoa Suburbs, said point being in the Division Line between the East 1/2 and the West 1/2 of the **JOSEPH LA FLORE SURVEY**, said point also being the Northeast corner of the Smith tract described in Volume 2867, Page 126, Deed Records;

THENCE S 02°15'39" E, along the East line of the Smith tract and the West line of Algoa Suburbs, a distance of 1638.42 feet to a 3/4 inch iron pipe set for corner on the North right-of-way line of F.M. 517 (100 feet wide);

THENCE S 82°20'25" W, along the North line of F.M. 517, a distance of 390.78 feet to a 3/4 inch pinched iron pipe found for corner at the Southeast corner of Park Place Subdivision as recorded in Volume 18, Page 505, Map Records of Galveston County;

THENCE N 01°57'15" W, along the East line of Park Place Subdivision and the West line of the Smith tract, a distance of 1678.07 feet to a 3/4 inch pinched iron pipe found for corner at the Northeast corner of Park Place Subdivision in the North line of the **JOSEPH LA FLORE SURVEY** and the South line of Section 9;

GCMUD No. 35 (TRACT 1)

THENCE S 88°10'15" W, along the North line of the **JOSEPH LA FLORE SURVEY** and the South line of Section 9, at 187.88 feet pass the Northwest corner of Park Place Subdivision and the Northeast corner of the Magliolo tract described in Volume 1859, Page 421, Deed Records, at 372.92 feet pass a 1/2 inch iron rod found at the Northwest corner of the Magliolo tract and the Northeast corner of the Cornelia Agent tract described in Film Code No. 011-49-1190, and continue for a total distance of 595.48 feet to a 3/4 inch iron pipe found for corner at the Southeast corner of Lot 21 of Section 9 as described in a deed to J.A.C. Interests, Inc. recorded in Film Code No. 013-38-1146, being formerly described in a deed to West Production Company recorded in Volume 571, Page 624, Deed Records;

THENCE N 03°08'26" W, along the East line of Lot 21, a distance of 3404.54 feet to a 3/4 inch iron pipe found for corner at the Northeast corner of Lot 21 in the North line of Section 9 and the South line of the **I. & G.N. R.R. COMPANY SURVEY**, SECTION 6, ABSTRACT 615;

THENCE N 87°01'42" E, along the North line of Section 9 and the South line of Section 6, a distance of 3758.69 to a point in the West line of the **IRA R. LEWIS SURVEY**, Abstract 15; for the Southeast corner of Section 6 and the Northeast corner of Section 9;

THENCE S 03°01'35" E, along the East line of Section 9 and the West line of the Lewis Survey, a distance of 3469.96 feet to the **POINT OF BEGINNING** and containing 311.06 acres of land. This description is based on a Land Title Survey of 838.32 acres prepared by GeoSurv, LLC, dated October 1, 2002, Project Number 02-0689.

*PREPARED
JULY 21, 2004
REVISED
FEBRUARY 28, 2005
BY*

DALE L. HARDY / GEOSURV, LLC
REGISTERED PROFESSIONAL LAND SURVEYORS
P.O. BOX 246, LEAGUE CITY, TEXAS 77574
PH 281-554-7739 FAX 281-554-6928 E-MAIL: dhardy@geosurvllc.com

**GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT
NUMBER 35
62.84 ACRES (TRACT 2)
OUT OF THE
I. & G.N. R.R. COMPANY SURVEY SECTION 7, ABSTRACT 596
GALVESTON COUNTY, TEXAS**

Being a tract or parcel containing 62.84 acres of land situated in the **I. & G.N. R.R. COMPANY SURVEY, SECTION 7, ABSTRACT 596**, Galveston County, Texas, and being out of and a part of those same tracts described in a deed to Dave S. Smith, Jr. originally recorded in Volume 1075, Page 530, and also described in Volume 2667, Page 748, and also that tract described in a deed to Dave S. Smith, Jr. recorded in Volume 2867, Page 126, all of the Deed Records of Galveston County, Texas, said 62.84 acres being more particularly described as follows (bearings are oriented to the Texas State Plane Coordinate System of 1983, South Central Zone):

BEGINNING at a 3/4 inch iron pipe found for corner at the Southwest corner of Lot 17, Section 7, and the Southeast corner of a tract owned by West Production Company described in Volume 571, Page 624, Deed Records;

THENCE N 03°38'27" W, along the West line of Lot 17 and the East line of the West Production Company tract, at 2627.20 feet pass a 2 inch iron pipe with cap marked "SE W.W. WEST NE J.M. WEST" found at the Northeast corner of the West Production Company tract and the Southeast corner of the Wesley West Cattle Company tract described as First Tract in a deed recorded in Film Code No. 008-24-1102, and continue along the East line of said tract and the West line of Lot 17, a distance of 3129.48 to a point in the proposed curved South right-of-way (R.O.W.) line of the Grand Parkway (400 feet wide);

THENCE in an easterly direction along the proposed South R.O.W. line of the Grand Parkway the following courses:

Easterly, an arc distance of 753.19 feet along a non-tangent curve to the left having a central angle of 13°29'09", a radius of 3200.00 feet and a chord which bears S 86°32'14" E, 751.45 feet to a point of tangency, and;

N 86°43'12" E, a distance of 155.06 feet to a point in the common line of Section 7 and the **I. & G.N. R.R. COMPANY SURVEY, SECTION 6, ABSTRACT 615**;

THENCE S 03°19'17" E, along the East line of Section 7 and the West line of Section 6, a distance of 3045.94 feet to a point for the southeast corner of Section 7 and the southwest corner of Section 6;

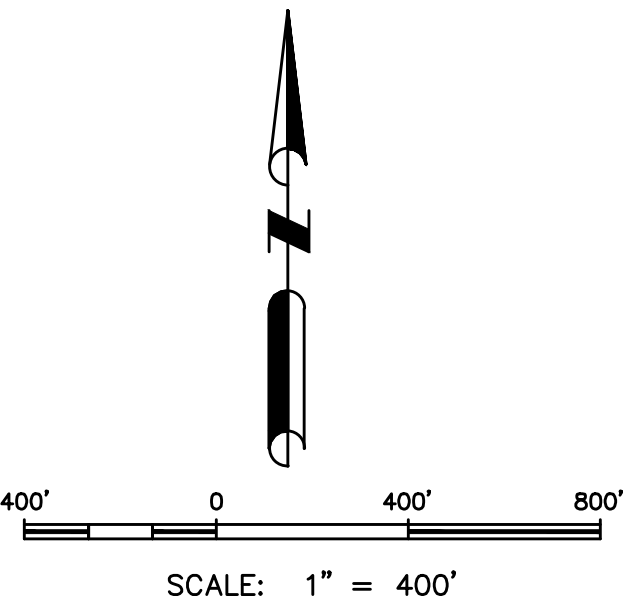
GCMUD No. 35 (TRACT 2)

THENCE S 87°01'42" W, along the South line of Section 7, a distance of 883.82 feet to the **POINT OF BEGINNING** and containing 62.84 acres of land. This description is based on a Land Title Survey of 838.32 acres prepared by GeoSurv, LLC, dated October 1, 2002, Project Number 02-0689.

*PREPARED
JULY 21, 2004
REVISED
FEBRUARY 28, 2005
BY*

DALE L. HARDY / GEOSURV, LLC
REGISTERED PROFESSIONAL LAND SURVEYORS
P.O. BOX 246, LEAGUE CITY, TEXAS 77574
PH 281-554-7739 FAX 281-554-6928 E-MAIL: dhardy@geosurvlc.com

EXHIBIT "B"
ROAD PROJECTS



LEGEND	
<div></div>	GALVESTON COUNTY MUD 35
<div></div>	GALVESTON COUNTY MUD 36
<div></div>	GALVESTON COUNTY MUD 35/36
<div></div>	GALVESTON COUNTY MUD 35 (FUTURE ARTERIAL)

DANNENBAUM
ENGINEERING CORPORATION
T.B.P.E. FIRM REGISTRATION #392
3100 WEST ALABAMA HOUSTON, TX 77098 (713) 520-9570

GALVESTON COUNTY M.U.D. 36
WESTLAND RANCH
LEAGUE CITY, TEXAS

PAYING IMPACT FEE EXHIBIT

DATE: 06/28/2021DRAWN BY: KJK

SCALE: 1" = 500'JOB NO. 4869-00

G:\1130\4869-00\03_CAD\Exhibits\EXHIBIT - PAVING IMPACT FEES 2022.07.26.dwg

EXHIBIT "C"
PROJECTED PROJECT COSTS AND IMPACT FEES

WESTLAND RANCH - MUD 35 PAVING IMPACT FEES
7/26/2022

	ACRE	LF	LAND	DRAINAGE	PAVING	MATERIALS TESTING	LC REVIEW FEES	ENGINEERING & SURVEYING	WETLANDS MITIGATION		MUD 35 TOTALS
Right-of-Way Cost per Acre			\$ 43,560			(2.5% OF DRAINAGE & PAVING COSTS)	(2.5% OF DRAINAGE & PAVING COSTS)	(10% OF DRAINAGE & PAVING COSTS)			
Muldoon Parkway / Arterial Street (Full Blvd. Const. per L.F.)				\$ 343.89	\$ 454.29						
Maple Leaf (Half Blvd. Const. per LF)				\$ 170.93	\$ 210.68						
Magnolia Bayou Drive (Const. per LF)				\$ 257.92	\$ 340.72						
MUD 35											
Maple Leaf Drive PH1 (2 East Lanes) ¹	2.33	1,845	\$ 101,495	\$ 315,369	\$ 388,710	\$ 17,602	\$ 17,602	\$ 70,408		\$ 911,186	\$ 911,186
Muldoon Parkway	2.40	1,000	\$ 104,544	\$ 343,895	\$ 454,295	\$ 19,955	\$ 19,955	\$ 79,819		\$ 1,022,462	\$ 1,022,462
East/West Arterial Street (North of Dickinson Bayou Bypass)	8.92	3,870	\$ 388,555	\$ 1,330,872	\$ 1,758,120	\$ 77,225	\$ 77,225	\$ 308,899		\$ 3,940,897	\$ 3,940,897
Magnolia Bayou Drive	8.46	5,265	\$ 368,518	\$ 1,357,954	\$ 1,793,896	\$ 78,796	\$ 78,796	\$ 315,185		\$ 3,993,145	\$ 3,993,145
Wetlands Mitigation (Maple Leaf)									\$ 63,000	\$ 58,500	\$ 58,500
MUD 35 Total			\$ 963,112	\$ 3,348,090	\$ 4,395,021	\$ 193,578	\$ 193,578	\$ 774,311	\$ 63,000	\$ 9,926,189	\$ 9,926,189
MUD 35/36 Total Cost To Share											
										SHARED TOTALS	
Maple Leaf Drive PH 1 (2 East lanes) (North of MUD 35) ²	4.31	3,735	\$ 187,744	\$ 638,430	\$ 786,901	\$ 35,633	\$ 35,633	\$ 142,533		\$ 1,826,875	\$ 913,437
Maple Leaf Drive PH2 (2 West Lanes) ¹	2.28	1,845	\$ 99,317	\$ 315,369	\$ 388,710	\$ 17,602	\$ 17,602	\$ 70,408		\$ 909,008	\$ 454,504
Maple Leaf Drive PH 2 (2 East lanes) (South to Boundary) ³	1.54	1,245	\$ 67,082	\$ 212,810	\$ 262,300	\$ 11,878	\$ 11,878	\$ 47,511		\$ 613,459	\$ 306,730
Muldoon Parkway ⁴	1.22	1,010	\$ 53,143	\$ 172,641	\$ 212,790	\$ 9,636	\$ 9,636	\$ 38,543		\$ 496,389	\$ 248,194
MUD 35/36 Total Cost To Share Total			\$ 407,286	\$ 1,339,250	\$ 1,650,702	\$ 74,749	\$ 74,749	\$ 298,995		\$ 3,845,731	\$ 1,922,866
TOTALS											
			\$ 1,370,398	\$ 4,687,340	\$ 6,045,723	\$ 268,327	\$ 268,327	\$ 1,073,306	\$ 63,000	\$ 13,771,920	\$ 11,849,055

LOTS	Paving CRF's/Lot	Impact Fee	Summary of Paving Costs		
MUD 35	658	\$ 4,491	\$ 2,955,078		
TOTALS	658	\$ 2,955,078	<	\$	11,849,055

Summary: Residential paving impact fees waived for all residential single family development and developer has \$9,909,215 credit towards paving impact fees for commercial and multi-family development.

¹ Includes Limits spanning from the south line of the Grand Parkway ROW to the intersection of Maple Leaf and Muldoon

² Includes Maple Leaf within Grand Parkway Right of Way, adjacent to LC STP and land north of STP to connect to exisiting Maple Leaf Dr.

³ Includes limits of spanning from the intersection of Maple Leaf and Muldoon Parkway, south to the limits of the Forestar property and MUD 35 boundary

⁴ Includes limits of spanning from the intersection of Maple Leaf and Muldoon Parkway, west to the intersection with Mcfarland Rd

⁵ Includes limits of Muldoon Parkway shown in green on the attached map

⁶ Represents MUD 36's 50% share for paving costs related to areas shown on the attached exhibit labeled MUD 35/36