

TRANSPORTATION DEVELOPMENT AGREEMENT

This Transportation Development Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2021, 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 Wilbow-Westleigh LLC, a Texas limited liability company (the "Developer"), on behalf of GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 80, a body politic and corporate and governmental agency to be created and operate 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 Developer has caused to be submitted to the Texas Commission on Environmental Quality an application for the creation of the District including a request to be granted road powers to finance, design, and construct eligible road facilities; and

WHEREAS, the District will contain 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

WHEREAS, the Developer currently intends to purchase the entirety of the land located within the Property and desires to develop a high-quality residential community; and

WHEREAS, in order to complete this objective, certain transportation improvements are necessary to provide public access to the Property; and

WHEREAS, the City and the Developer, on behalf of the District, entered into that certain Utility Agreement dated April 28, 2020 (the "Utility Agreement") containing the Developer's commitment to complete certain transportation improvements, subject to entry into an additional agreement related thereto; and

WHEREAS, pursuant to Section 791.028 of the Texas Government Code, the District and the City are authorized to contract with each other to pay jointly all or part of the costs of acquisition, design, construction, improvement, or beautification of a state or local highway, turnpike, or road project, including the cost of easements or interests in land required for or beneficial to the project; and

WHEREAS, consistent with the requirements set forth in Chapter 395 of the Texas Local Government Code, via Ordinance No. 2019-01, the City has adopted roadway capital recovery fees (the "Impact Fees"), thereby generating revenue to be utilized for transportation projects included in the capital improvement plan supporting the adoption of such Impact Fees; and

WHEREAS, in consideration of the commitment to complete the road improvements set forth herein and resulting completion thereof, the City desires to waive the roadway 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; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to governing law, including but not limited to Chapter 791 of the Government Code, and the Parties 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 Parties agree as follows:

AGREEMENT

1. GENERALLY

A. Project and Property Acquisition.

The entirety of the roadway improvements set forth in this Section 1.A. shall be collectively referred to throughout this Agreement as the "Project." In order to provide major thoroughfare access to the development and as a condition of City acceptance of the first section of lots south of West League City Parkway, the Developer shall design and construct: (i) the portion of the extension (including all four lanes and both Segments 1 and 2) of League City Parkway in the location designated on **Exhibit "B"** (the "League City Parkway Project"); and (ii) a four-lane parkway into the development divided by a customary median, as designated as "Westleigh Blvd" on **Exhibit "B."** Developer hereby agrees to dedicate the necessary right of way owned by Developer within the boundaries of the District for completion of League City Parkway and Westleigh Boulevard at no cost to the City; provided, however, that the City will be responsible for obtaining (via purchase or by exercise of eminent domain) any necessary right of way not otherwise owned by Developer for completion of the League City Parkway Project contemplated in this Agreement both inside and outside the boundaries of the District. Developer agrees to promptly pursue obtaining the necessary right of way not otherwise owned by Developer in order to proceed with construction of the League City Parkway extension. In the event that Developer is unable to secure the necessary property rights related to the League City Parkway Project following good faith efforts to negotiate with the current property owner, the City agrees to commence the eminent domain process within forty-five (45) days following receipt of written notice from the Developer and diligently pursue such eminent domain until the completion of the necessary property acquisition.

In addition to the foregoing, the Developer agrees to design and construct the portion of the extension of League City Parkway in the location designated on **Exhibit "C"** outside of the boundaries of the District (the "Additional Extension Project") simultaneously with Developer's design and construction of the League City Parkway extension reflected on **Exhibit "B."** The Additional Extension Project will include the additional two-lanes necessary to make League City Parkway four lanes wide. Notwithstanding anything in this Agreement to the contrary, the City agrees that so long as the Developer has awarded the construction contract for the League City Parkway improvements, including the Additional Extension Project, and all portions of the improvements other than the portion traversing Magnolia Creek are substantially complete, the City will allow permits for Section 1 of the development to be issued so long as all other City requirements for permit issuance are met.

The portion of the Additional Extension Project from Maple Leaf Drive to Westover Park Avenue will be constructed concurrently with the Section 1 improvements for the District. However, if the Developer chooses to develop a model home park of less than 20 lots as Section 1, then the construction of this first segment of the Additional Extension Project shall coincide with the development of Section 2 (or the first section of production lots within the District). The portion of the Additional Extension Project from Westover Park Avenue to the current terminus east of Magnolia Creek will be

constructed concurrent with the improvements for production lots south of League City Parkway. Improvements within the median and south side right-of-way behind the curb shall be limited to restoring grading and hydromulch seeding of disturbed areas (no irrigation, sidewalks, trees, or other landscaping improvements). The Developer agrees that the Developer shall be responsible for turf restoration utilizing turf or hydro-mulch in any disturbed areas to ninety percent (90%).

In conjunction with the Additional Extension Project, 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 in conjunction with the Additional Extension Project. Additionally, prior to commencement of construction of the Additional Extension Project, the City will confirm that no environmental approvals are required for working within the Magnolia Creek waterway, as well as secure and fund (as necessary via purchase or by exercise of eminent domain) all of the required real estate rights/rights of way not otherwise owned by the Developer needed in order to complete the Additional Extension Project.

In addition to the other road improvements set forth herein, in order to allow for a second point of entry into the development from League City Parkway and as a condition of approval of City acceptance for any section that causes the total number of developed lots within the District to exceed 150, the Developer shall design and construct a road upon the McFarland Drive Right of Way along the eastern boundary of the development, as designated as "McFarland Drive" on **Exhibit "B"** ("McFarland Drive"). Following the completion of such construction, with such construction to be completed prior to the District reaching 250 developed lots, the Developer shall formally dedicate McFarland Drive to the City of League City. The parties shall collaborate to complete all of the road construction contemplated in this Agreement in a manner that does not materially interfere with or delay the progress of construction of the development.

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 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; 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, currently LJA Engineering, 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. 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 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.

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. 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.

B. City Impact Fee Waiver. Pursuant to Section 8.03 of the Utility Agreement, the Parties previously agreed that at such time the builders within the District obtained the required building permits, the City Impact Fees related to the Project Costs associated with the Additional Expansion Project would be credited to such payment. The Parties further agreed that to the extent that Impact Fees to be generated by development with the District remained following completion of the Additional Expansion Project, the City would credit such amounts against the Project Costs associated with the design and construction of the League City Parkway Project. Developer represents and warrants that the preliminary engineer's cost estimates (the "Engineer's Estimate") to complete both the Additional Expansion Project and the League City Parkway Project exceed the amount of Impact Fees that the City would otherwise generate via development of the Property utilizing the current City Impact Fee rate. For planning purposes, the Engineer's Estimate to complete both the Additional Expansion Project and the League City Parkway Project totals \$2,830,760.00, as detailed on **Exhibit "D"** and incorporated herein by reference, whereas the anticipated City Impact Fees attributable to development of the Property would total \$1,706,656 based on the current land plan which includes 380 single family homes. The foregoing is for illustration purposes only and the final City Impact Fee calculation will be determined based on actual development totals. The Parties further recognize that administering the future credits would add additional City administrative costs related to tracking and allocation of the credits related to the Impact Fees. Based on the foregoing and in consideration of the Developer's commitment to complete the Project by the timing requirements set forth in this Agreement, rather than administering an Impact Fee credit program for completion of the Additional Expansion Project and the League City Parkway Project, the City hereby agrees to waive collection of the Impact Fees related to the Property. In the event that the Additional Expansion Project and the League City Parkway Project have not been completed in their entirety within ten (10) years of the Effective Date (the "Project Completion Expiration Date"), the City shall be entitled to assess and collect the Impact Fees that are in excess of the Project Costs actually incurred for the portion of the Additional Expansion Project and the League City Parkway Project completed through the Project Completion Expiration Date. Such Impact Fees shall then be applied to all development occurring within the Property subsequent to the Project Completion Expiration Date. Notwithstanding the foregoing,

upon completion of the Additional Expansion Project and the League City Parkway Project, the Developer will submit or cause to be submitted to the City, a final summary of all actual eligible Project Costs expended for each of the projects to verify that the Project Costs expended to complete both the Additional Expansion Project and the League City Parkway project collectively exceed the amount of Impact Fees that the City would otherwise generate via development of the Property utilizing the current City Impact Fee rate.

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:
Wilbow-Westleigh LLC
1790 Hughes Landing Blvd., Suite 400
The Woodlands, Texas 77380
Attn: Becky Ullman

With a copy to:
Galveston County Municipal
Utility District No. 80
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: David Oliver

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 in Galveston County or Harris County, Texas, 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. For purposes of this Agreement, the term "Effective Date" shall mean the date on which the Developer (or a related entity) becomes the fee owner of the Property; provided, however, that in the event that Developer does not become the fee owner of the Property by June 31, 2022, this Agreement shall expire automatically by its terms. 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 earlier of: (i) completion of the Additional Expansion Project and the League City Parkway Project thereby securing full waiver of the Impact Fees related to the Property; or (ii) the expiration of the Utility Agreement, as amended from time to time.

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. Application of Utility Agreement. Prior to finalization of planning related to the Project as set forth in this Agreement, the Parties entered into the Utility Agreement, which in part, set forth certain expectations related to road construction by the Developer both inside and outside the boundaries of the District. Section 8.03 of the Utility Agreement further contemplated entry into a separate agreement to govern Impact Fee administration and credits related thereto. Consistent with the intent of Section 8.03 of the Utility Agreement, the Parties are now entering into this Agreement to more fully set forth the expected terms and conditions by which the Project will be designed, constructed, and maintained, as well as detail treatment of Impact Fees associated with development of the Property. Based on the foregoing, the Parties intend that the terms and conditions of this Agreement shall supersede and replace Section 8.03 of the Utility Agreement in its entirety. Notwithstanding the foregoing, the Parties expressly agree that the remainder of the Utility Agreement shall remain in full force and effect.

[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 _____ 2021.

THE CITY OF LEAGUE CITY, TEXAS

By: _____
Mayor

ATTEST:

By: _____
City Secretary

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 _____ 2021.

WILBOW-WESTLEIGH LLC,
a Texas limited liability company

By: _____
Jason Massey, Senior Vice President

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

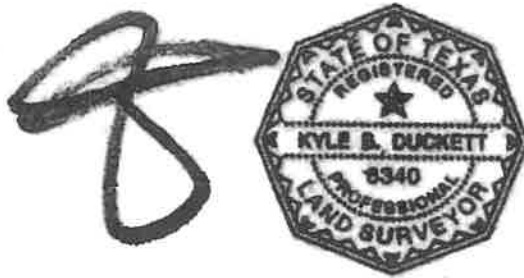


EXHIBIT "B"
ROAD PROJECTS

EXHIBIT "C"
ADDITIONAL EXPANSION PROJECT

EXHIBIT "D"
ADDITIONAL EXPANSION PROJECT

EXHIBIT "D"



PRELIMINARY ENGINEER'S ESTIMATE

ESTIMATE BY: S.J.J.P.
 ESTIMATE DATE: 4/9/2021
 LJA JOB NO. 2450-8800

	UNIT	QTY	UNIT COST	TOTAL COST
LEAGUE CITY PARKWAY - SEG. 1	LS	1	\$ 567,712	\$ 567,712
CONTINGENCIES (10%)				\$ 56,771
CITY OF LEAGUE CITY REVIEW & INSPECTION FEES (2.5%)				\$ 15,612
ENGINEERING, TESTING, SITE PROJECT INSPECTION, & SWPPP (9%)				\$ 56,203
			TOTAL	\$ 696,299
LEAGUE CITY PARKWAY - SEG. 2	LS	1	\$ 769,187	\$ 769,187
CONTINGENCIES (10%)				\$ 76,919
CITY OF LEAGUE CITY REVIEW & INSPECTION FEES (2.5%)				\$ 21,153
ENGINEERING, TESTING, SITE PROJECT INSPECTION, & SWPPP (9%)				\$ 76,150
			TOTAL	\$ 943,408
LEAGUE CITY PARKWAY - OFFSITE	LS	1	\$ 971,099	\$ 971,099
CONTINGENCIES (10%)				\$ 97,110
CITY OF LEAGUE CITY REVIEW & INSPECTION FEES (2.5%)				\$ 26,705
ENGINEERING, TESTING, SITE PROJECT INSPECTION, & SWPPP (9%)				\$ 96,139
			TOTAL	\$ 1,191,053
SUMMARY (TOTAL)				
CONSTRUCTION				\$ 2,307,998
CONTINGENCIES (10%)				\$ 230,800
CITY OF LEAGUE CITY REVIEW & INSPECTION FEES (2.5%)				\$ 63,470
ENGINEERING, TESTING, SITE PROJECT INSPECTION, & SWPPP (9%)				\$ 228,492
			TOTAL	\$ 2,830,760

