

TRANSPORTATION DEVELOPMENT AGREEMENT

This Transportation Development Agreement (the "Agreement") is made and entered into as of _____, 2025 ("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 MARTRON LLC, a Texas limited liability company, ELLEN LLOYD CUMMINS, and J.A.C. INTERESTS, LTD., a Texas limited partnership (collectively, "Landowners"), on behalf of proposed GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 69, 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 is proposed to be created for the purpose of providing public water, sewer, drainage, road, and park and recreational facilities to serve land within its boundaries; and

WHEREAS, upon initial creation, the District will encompass approximately 1,777 acres of land 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, pursuant to Ordinance No. 2024-49, 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 a developer acting 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 a 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, 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. 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. Except as specifically provided by subsection (A)(i-a) below, 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.

(i-a) Notwithstanding subsection (A)(i) above, the Parties agree that the timing of right of way dedication and construction for certain Project components, including particularly Bay Area Boulevard and Muldoon Parkway, may be prescribed by the terms of one of three Planned Unit Development Overlay Districts (each, a "PUD") that may be in effect for the Property. The District, or a developer acting on behalf of the District, agrees to comply with any timing requirements for the Project described in any such PUD as it pertains to the appropriate portion of the Project within the District.

(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 District will require that any developer within the District 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 a developer within the District shall be guaranteed for payment by such 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 a developer for Project costs advanced by such developer on behalf of the District.

B. City Impact Fee Waiver. The developers within the District represent 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 District'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. A developer acting on behalf of the District under this Agreement 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 such developer. Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge that the City's ability to waive or offset Impact Fees under this Agreement is limited by applicable law, including Chapter 395 of the Texas Local Government Code. The Parties agree that total Offsets available to a developer shall never exceed the total

amount of Impact Fees payable by such developer in the District and the total amount of Offsets available under this Agreement shall be limited to the roadway recovery fee costs assigned in the City's then-current (based at the time of recordation of the final plat) Capital Recovery Fee Study to roadway segments located within the District and Roadway Service Area 4 that are actually constructed by the District or by a developer acting on behalf of the District. Nothing in this Agreement shall be construed to require the City to issue Impact Fee Offsets in excess of such statutory or policy-based limits.

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 on behalf of the District, and is in compliance with any then-current PUD applicable to the property within the District that has been duly approved by the City, 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 District, or developer acting on behalf of the District. In the event that such a determination is made, the City shall provide the District written notice of its intent to commence design of the Project. The District 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 District 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, a developer acting on behalf of the District under this Agreement shall once again become eligible for Offset as detailed above.

5. ASSIGNMENT AND JOINDER

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. The District will be required to execute a joinder instrument no later than 90 days after an election to confirm the creation of the District. The Parties recognize and agree that the City has provided consent to the division of the District into up to three (3) separate municipal utility districts, including the District, Galveston County Municipal Utility District No. 70 and Galveston County Municipal Utility District No. 71 (each, a "New District"), provided the total acreage of the New Districts does not include any land outside the Property. The Parties agree that this Agreement shall be construed to apply to each New District, and that any reference to a "District" herein shall be construed to

apply to each New District, and that any reference to a "Project" herein shall be construed to apply to the portion of the Project located within the boundaries of such New District.

In addition, the City acknowledges and agrees that the Landowner may sell all or a portion of the land within the District to Hines Southwest LLC, or any of its subsidiaries or affiliates, and partially or fully assign, without further approval by the City, its interests, if any, in and to this Agreement. The Landowner shall provide written notice to the City Manager of any such sale and assignment within 60 days of such sale or assignment.

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 District:
Galveston County Municipal Utility District No. 69
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 within the District.

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 Landowners hereby certify, represent, and warrant that the execution of this Agreement is duly authorized and adopted in conformity with any applicable governing documents, as necessary. By its joinder, the District hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with general laws applicable to the District.

n. Application to Annexed Property. This Agreement shall be construed to automatically apply to and extend to any property annexed into the District without further amendment, provided that the City has provided consent to the District's annexation of such property.

LIST OF EXHIBITS:

- A Property Description
- B Projects (North and South)
- C Estimate of Project Costs and Impact Fees

[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 _____ 2025.

THE CITY OF LEAGUE CITY, TEXAS

By: _____
City Manager

ATTEST:

By: _____
City Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

LANDOWNERS:

MARTRON LLC, a Texas limited liability company

By: *Jack Fields*
Jack Fields, as Manager

ELLEN LLOYD CUMMINS

J.A.C. INTERESTS, LTD., a Texas limited partnership

By: **J.A.C. INTERESTS MANAGEMENT, LLC**, a Texas limited liability company, as General Partner

By: James A. Cummins, Jr., as Manager

LANDOWNERS:

MARTRON LLC, a Texas limited liability company

By: _____
Jack Fields, as Manager

ELLEN LLOYD CUMMINS

Ellen Lloyd Cummins

J.A.C. INTERESTS, LTD., a Texas limited partnership

By: **J.A.C. INTERESTS MANAGEMENT, LLC**, a Texas limited liability company, as General Partner

By: _____
James A. Cummins, Jr., as Manager

IN WITNESS WHEREOF, the District hereby executes this joinder instrument as evidence of its approval and acceptance of terms related to the Transportation Development Agreement, dated _____, 2025.

**GALVESTON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 69**

By: _____
President

Execution Date: _____

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

Survey of that certain 1776.668 acres tract of land being out of and a part of the I&GN RAILROAD COMPANY SURVEY, SECTION ONE (1), Abstract 607; I&GN RAILROAD COMPANY SURVEY, SECTION TWO (2), Abstract 606; I&GN RAILROAD COMPANY SURVEY, SECTION THREE (3), Abstract 614; I&GN RAILROAD COMPANY SURVEY, SECTION SIX (6), Abstract 615; and the IRA R. LEWIS LEAGUE, Abstract 15, all in Galveston County, Texas, being that same tract, called Tract III, conveyed to Martron LLC by instrument recorded in Galveston County Clerk's File Number 2013000636, and being more particularly described by metes and bounds as follows:

BEGINNING at the Southeast corner of said Martron Tract III, said corner also being the Southwest corner of that certain tract conveyed to West FM 517, Ltd. by instrument recorded in Galveston County Clerk's File Number 2015050121; being on the North line of F.M. 517, a 100 feet wide public road right-of-way; and being marked by a found 5/8 inch rod;

THENCE South 89°11'24" West, along the North line of said F.M. 517, a distance of 859.74 feet to the point of curvature of a curve to the left;

THENCE Southwesterly, along the North line of said F.M. 517 and the arc of said curve to the left, said curve having a radius of 2865.12 feet, an arc distance of 344.19 feet, the chord of which bears South 85°44'55" West, 343.99 feet, to a point of tangency, from which point a found 5/8 inch rod bears North 82° East, 2.4 feet;

THENCE South 82°18'25" West, along the North line of said F.M. 517, a distance of 3464.56 feet to an angle point to the left being marked by a found 5/8 inch rod;

THENCE South 82°14'58" West, along the North line of said F.M. 517, a distance of 1511.95 feet to the Southwest corner of said Martron Tract III, said corner being the Southeast corner of that certain 42.131 acres tract conveyed to JJDJ Properties, LLC by instrument recorded in Galveston County Clerk's File Number 2018028149, said corner being on the West line of said IRA R. LEWIS LEAGUE; being on the East line of the J. LAFLORE LEAGUE, Abstract 14, Galveston County, Texas; and being marked by a found 2 inch pipe;

THENCE North 02°20'14" West, along the common line between said IRA R. LEWIS LEAGUE and said J. LAFLORE LEAGUE and the East line of said JJDJ Properties tract, a distance of 1364.31 feet to the Northeast corner of both said JJDJ Properties tract and of said J. LAFLORE LEAGUE, said corner also being the Southeast corner of the I&GN RAILROAD COMPANY SURVEY, SECTION NINE (9), Abstract 597; being the most Easterly Southeast corner of that certain tract conveyed to Land Funds Two & Three Joint Venture by instrument recorded in Galveston County Clerk's File Number 2005035005 and further clarified by that certain Boundary Line Agreement between Martron LLC, et al, and Land Funds Land Funds Two & Three Joint Venture set forth in Galveston County Clerk's File Number 2007064817; and being marked by a found 2 inch pipe;

THENCE North 03°23'59" West, along the common line between said IRA R. LEWIS LEAGUE and said I&GN RAILROAD COMPANY SURVEY, SECTION 9; along the common line between said Martron Tract III and said Land Funds Two & Three Joint Venture tract as described in said Boundary Line Agreement; and along the East line of that certain called 17.3353 acres, tract, called Tract 9 (Bypass Channel), conveyed to Galveston County Consolidated Drainage District by instrument recorded in Galveston County Clerk's

File Number 2021010694, a distance of 3468.98 feet to the Southeast corner of that of a called 427.00 tract conveyed to Forestar (USA) Real Estate Group, Inc. by instrument recorded in Galveston County Clerk's File Number 2018024976, said corner also being the common corner of said I&GN RAILROAD COMPANY SURVEY, SECTION 9 and the I&GN RAILROAD COMPANY SURVEY, SECTION SIX (6), Abstract 615, Galveston County, Texas; and being marked by a found 2 inch pipe;

THENCE North 02°44'48" West, along the common line between said IRA R. LEWIS LEAGUE and said I&GN RAILROAD COMPANY SURVEY, SECTION 6; along the common line between said Martron Tract III and said Land Funds Two & Three Joint Venture tract as described in said Boundary Line Agreement; and along the East line of said Forestar (USA) tract, a distance of 3475.00 feet to the Northeast corner of said Land Funds Two & Three Joint Venture tract and being marked by a set 1/2 inch rod;

THENCE South 86°42'40" West, along a North line of said Land Funds Two & Three Joint Venture tract, a distance of 5276.86 feet to a reentrant corner of said Land Funds Two & Three Joint Venture tract, said corner also being the Southeast corner of that certain tract conveyed to the City of League City by instrument recorded in Galveston County Clerk's File Number 2008006479, being on the common line between said I&GN RAILROAD COMPANY SURVEY, SECTION 6 and I&GN RAILROAD COMPANY SURVEY, SECTION SEVEN (7), Abstract 596, and being marked by a 1 inch pipe;

THENCE North 03°19'40" West, along the East line of said City of League City Tract and the common line between said I&GN RAILROAD COMPANY SURVEY, SECTION 6 and I&GN RAILROAD COMPANY SURVEY, SECTION 7, a distance of 1804.32 feet to the Northeast corner of said City of League City tract, said corner also being the Northern common corner of said I&GN RAILROAD COMPANY SURVEY, SECTION 6 and I&GN RAILROAD COMPANY SURVEY, SECTION 7, being on the Southern line of said I&GN RAILROAD COMPANY SURVEY, SECTION 3, and being marked by a set 1/2 inch rod;

THENCE South 86°42'17" West, along the North line of said City of League City tract and the common line between said I&GN RAILROAD COMPANY SURVEY, SECTION 7 and said I&GN RAILROAD COMPANY SURVEY, SECTION 3, a distance of 913.36 feet to the Northeast corner of said City of League City tract, said corner also being the most Easterly Northeast corner of that certain 941.89 acres tract, called First Tract therein, conveyed to Wesley West Cattle Company by instrument recorded in Galveston County Clerk's File Number 9205621 and corrected by instrument recorded in Galveston County Clerk's File Number 922278;

THENCE South 85°40'31" West, along the most Easterly North line of said Wesley West Cattle Company First Tract and the common line between said I&GN RAILROAD COMPANY SURVEY, SECTION 7 and said I&GN RAILROAD COMPANY SURVEY, SECTION 3, a distance of 949.56 feet to a corner, said corner being an angle point in the most Easterly North line of said Wesley West Cattle Company First Tract, being the Southeast corner of a called 5.36 acres tract conveyed to General Crude Oil Company by instrument recorded in Volume 2529, Pag 433 of the Deed Records of Galveston County, Texas, and being marked by a found 2 inch pipe;

THENCE North 02°14'12" West, along the Eastern line of said General Crude Oil Company tract, a distance of 1249.59 feet to the Northeast corner of said General Crude Oil Company tract, said corner also being the Northwest corner of said Martron Tract III, being on the South line of that certain 95.773 acres tract, called therein Tract IX, conveyed to Mag Creek, LP by instrument recorded in Galveston County Clerk's File Number 9912478 and being marked by a found 2 inch pipe (bent);

THENCE North 87°30'45" East, along the South line of said Mag Creek, LP Tract IX; the South line of that certain tract conveyed to the City of League City by instrument recorded in Galveston County Clerk's File Number 2011051205; and the South line of MAGNOLIA CREEK, SECTION 7, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Plat Record 2004A, Map Number 28; of MAGNOLIA CREEK SECTION 1, PHASE 2, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Plat Record 2004A, Map Number 32; of MAGNOLIA CREEK, SECTION 1, PHASE 1, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Plat Record 18, Map Number 961; and of MAGNOLIA CREEK, SECTION 2, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Plat Record 18, Map Number 963, a distance of 11656.24 feet to the Northeast corner of said Martron Tract III, said corner also being the Northwest corner of that certain 516.9 gross acres tract conveyed to Lennar Homes of Texas Land and Construction, Ltd. by instrument recorded in Galveston County Clerk's File Number 2021021992 and being marked by a found 5/8 inch rod;

THENCE South 03°03'22" East, along the East line of said Martron Tract III, the West line of said Lennar Homes of Texas Land and Construction, Ltd. tract, and along the West line of that certain called 1324.530 acres tract conveyed to Richard K. Duncan, Trustee by instrument recorded in Galveston County Clerk's File Number 2004015469, a distance of 2314.97 feet to a reentrant corner of said Martron Tract III, said corner also being a Western corner of said Duncan tract and being marked by a found 2 inch pipe;

THENCE North 87°04'17" East, along the common line between said Martron Tract III and said Duncan tract, a distance of 399.95 feet to a corner and being marked by a found 2 inch pipe;

THENCE South 03°01'40" East, along the common line between said Martron Tract III and said Duncan tract, a distance of 2176.74 feet to a corner and being marked by a found 2 inch pipe;

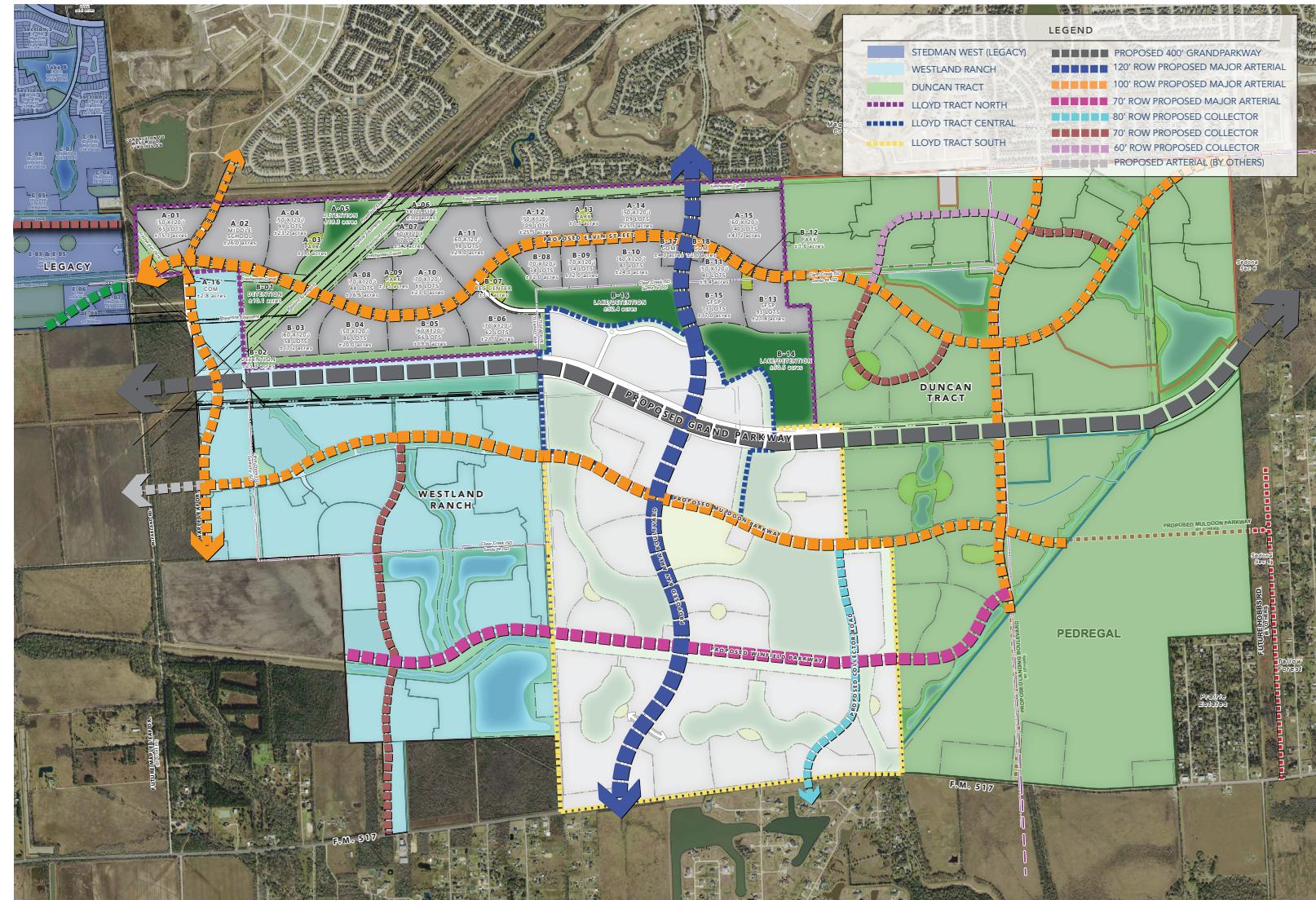
THENCE North 87°01'32" East, along the common line between said Martron Tract III and said Duncan tract, a distance of 432.20 feet to a corner and being marked by a found 2 inch pipe;

THENCE South 03°01'02" East, along the common line between said Martron Tract III and said Duncan tract, a distance of 2176.56 feet to a corner and being marked by a found 2 inch pipe;

THENCE North 86°59'49" East, along the common line between said Martron Tract III and said Duncan tract, a distance of 799.55 feet to a corner and being marked by a found 2 inch pipe;

THENCE South 02°57'53" East, along the common line between said Martron Tract III and said Duncan tract and of the aforementioned West FM 517, Ltd. tract, a distance of 4152.06 feet to the POINT OF BEGINNING and containing within said boundaries a calculated gross area of 1776.668 acres (77,391,643 square feet) of land, more or less, SAVE AND EXCEPT that certain tract conveyed to the City of League City, for an extension of Maple Leaf Drive, by instrument recorded in Galveston County Clerk's File Number 2010059592.

EXHIBIT "B"
ROAD PROJECTS

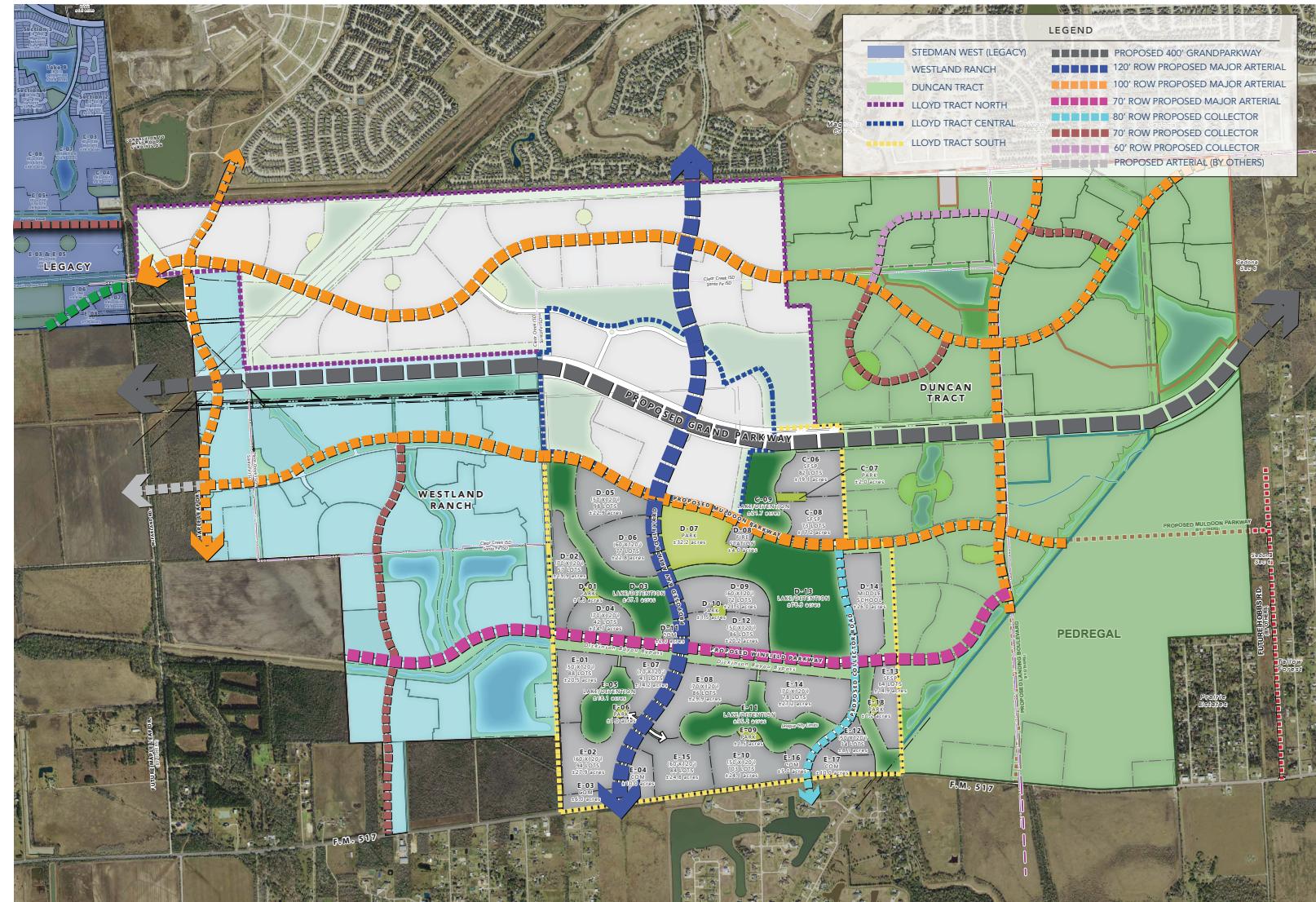


± 735.7 AC. LLOYD TRACT NORTH PUD - STREET & CIRCULATION

EXHIBIT G

LOCATION: League City, Texas CLIENT: Hines DATE: May 14, 2025





± 796.2 AC. LLOYD TRACT SOUTH PUD - STREET & CIRCULATION

EXHIBIT G

LOCATION: League City, Texas CLIENT: Hines DATE: May 14, 2025



EXHIBIT "C"
ESTIMATE OF PROJECT COSTS AND IMPACT FEES

Summary of Paving Costs Offsetting Paving Impact Fees
GCMUD NO. 69
5/16/2025

Street Name	Land Cost (\$/ACRE)	Estimated Drainage Cost (\$/LF)	Estimated Paving Cost (\$/LF)
Bay Area Boulevard (120' ROW)	\$ 43,560.00	\$ 425.00	\$ 475.00
Ervin Road (100' ROW)	\$ 43,560.00	\$ 375.00	\$ 450.00
Maple Leaf Drive (100' ROW)	\$ 43,560.00	\$ 375.00	\$ 450.00
Muldoon Parkway (100' ROW)	\$ 43,560.00	\$ 375.00	\$ 450.00
Winfield Parkway (70' ROW)	\$ 43,560.00	\$ 285.00	\$ 400.00
New Collector Road (80' ROW)	\$ 43,560.00	\$ 285.00	\$ 400.00

Street Name	Acres	LF	Land Cost	Drainage Cost	Paving Cost	League City Review Fees	E&S	Totals
Bay Area Boulevard (120' ROW)	32.5	11,785	\$ 1,414,200.00	\$ 5,008,625.00	\$ 5,597,875.00	\$ 265,162.50	\$ 1,272,780.00	\$ 13,558,642.50
Ervin Road (100' ROW)	29.8	13,000	\$ 1,300,000.00	\$ 4,875,000.00	\$ 5,850,000.00	\$ 268,125.00	\$ 1,287,000.00	\$ 13,580,125.00
Maple Leaf Drive (100' ROW)	3.2	1,400	\$ 140,000.00	\$ 525,000.00	\$ 630,000.00	\$ 28,875.00	\$ 138,600.00	\$ 1,462,475.00
Muldoon Parkway (100' ROW)	13.1	5,725	\$ 572,500.00	\$ 2,146,875.00	\$ 2,576,250.00	\$ 118,078.13	\$ 566,775.00	\$ 5,980,478.13
Winfield Parkway (70' ROW)	10.0	6,220	\$ 435,400.00	\$ 1,772,700.00	\$ 2,488,000.00	\$ 106,517.50	\$ 511,284.00	\$ 5,313,901.50
New Collector Road (80' ROW)	8.3	4,500	\$ 360,000.00	\$ 1,282,500.00	\$ 1,800,000.00	\$ 77,062.50	\$ 369,900.00	\$ 3,889,462.50
TOTALS			\$ 4,222,100.00	\$ 15,610,700.00	\$ 18,942,125.00	\$ 863,820.63	\$ 4,146,339.00	\$ 43,785,084.63

Sections	# Lots	Veh-Mi Per Dev. Unit	Demand (veh-miles)	Cost per vehicle mile	Calculated Impact Fee
A-01	65	3.81	247.65	1842	\$ 456,171.30
A-04	99	3.81	377.19	1842	\$ 694,783.98
A-08	48	3.81	182.88	1842	\$ 336,864.96
A-10	66	3.81	251.46	1842	\$ 463,189.32
A-11	98	3.81	373.38	1842	\$ 687,765.96
A-12	109	3.81	415.29	1842	\$ 764,964.18
A-14	109	3.81	415.29	1842	\$ 764,964.18
A-15	140	3.81	533.40	1842	\$ 982,522.80
B-03	58	3.81	220.98	1842	\$ 407,045.16
B-04	86	3.81	327.66	1842	\$ 603,549.72
B-05	66	3.81	251.46	1842	\$ 463,189.32
B-06	62	3.81	236.22	1842	\$ 435,117.24
B-08	34	3.81	129.54	1842	\$ 238,612.68
B-09	34	3.81	129.54	1842	\$ 238,612.68
B-10	81	3.81	308.61	1842	\$ 568,459.62
B-11	40	3.81	152.40	1842	\$ 280,720.80
B-13	73	3.81	278.13	1842	\$ 512,315.46
B-15	93	3.81	354.33	1842	\$ 652,675.86
C-06	82	3.81	312.42	1842	\$ 575,477.64
C-08	73	3.81	278.13	1842	\$ 512,315.46
D-02	57	3.81	217.17	1842	\$ 400,027.14
D-04	42	3.81	160.02	1842	\$ 294,756.84
D-05	98	3.81	373.38	1842	\$ 687,765.96
D-06	77	3.81	293.37	1842	\$ 540,387.54
D-09	72	3.81	274.32	1842	\$ 505,297.44
D-12	86	3.81	327.66	1842	\$ 603,549.72
E-01	88	3.81	335.28	1842	\$ 617,585.76
E-02	94	3.81	358.14	1842	\$ 659,693.88
E-07	41	3.81	156.21	1842	\$ 287,738.82
E-08	86	3.81	327.66	1842	\$ 603,549.72
E-10	103	3.81	392.43	1842	\$ 722,856.06
E-12	34	3.81	129.54	1842	\$ 238,612.68
E-13	64	3.81	243.84	1842	\$ 449,153.28
E-14	78	3.81	297.18	1842	\$ 547,405.56
E-15	84	3.81	320.04	1842	\$ 589,513.68
TotalS	2620				\$ 18,387,212.40 < \$ 43,785,084.63

Residential paving impact fees waived for all residential development and developer has credit totals above towards paving impact fees for single-family development.

Notes:

¹ Paving costs account for curb and gutter cross section with median on 100ft and 120ft ROW roads.

² Drainage costs only include costs related to: storm sewer inlets/pipes/manholes within right of way and pipes are sized for their respective runoff only.

³ Paving costs include: concrete pavement, subgrade, road excavation, lime stabilization, and 6-inch curb (if applicable).

⁴ Engineering & Surveying (E&S) is calculated at (12%)