

EXHIBIT A-2

Commercial Tract No. 1
17.37 Acres

H. & T. C. Railroad Company Survey Section 75, Abstract 732

STATE OF TEXAS §

COUNTY OF FORT BEND §

A **METES & BOUNDS** description of a 17.37 acre tract of land in the H. & T. C. Railroad Company Survey Section 75, Abstract 732, Fort Bend County, Texas, being out of and a part of the residue of that certain called 1,316.47 acre tract of land recorded under County Clerk's File Number 2012149037, Official Public Records, Fort Bend County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Beginning at a cotton picker spindle set in the centerline of Jordan Road (called 80-foot wide (as dedicate in Volume 398, Pages 94, 96, 99 and 100, D.R.F.B.C.T.)) for the northwest corner of said called 1,316.47 acre tract of land, for the northwest corner and **Place of Beginning** of the herein described tract, said point being in the west line of said H. & T. C. Railroad Company Survey Section 75, Abstract 732, same being the east line of the adjoining Nathan Brookshire League, Abstract 14;

Thence North 87 degrees 38 minutes 18 seconds East (called North 89 degrees 12 minutes 37 seconds East) along the upper north line of the herein described tract and said called 1,316.47 acre tract, at 36.73 feet pass an aluminum disk stamped "DH2", at 40.00 feet pass a ½ inch iron pipe with cap marked "Kalkomey Surveying" found on said line at its intersection with the east right-of-way line of Jordan Road for the southwest corner of an adjoining called 11.478 acre tract recorded under County Clerk's File Number 2006020697, Official Public Records, Fort Bend County, Texas, at 1,040.00 feet pass a ½ inch iron pipe with cap marked "Kalkomey Surveying" found on said line for the southeast corner of said adjoining called 11.478 acre tract, same being a southwest corner of the adjoining residue of a called 1,352.43 acre tract recorded under County Clerk's File Number 2016027940, Official Public Records, Fort Bend County, Texas, and continuing for a total distance of 1,596.12 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set on said line for the northeast corner of the herein described tract, said point being in the easterly line of a called 50-foot wide easement (Easement No. 2) recorded under County Clerk's File Number 2018009018, Official Public Records, Fort Bend County, Texas;

Thence South 39 degrees 01 minute 14 seconds West establishing the east line of the herein described tract, being along the east line of said called Easement No. 2, 943.18 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the southeast corner of the herein described tract, said point being in a non-tangent curve to the left;

Thence establishing the southerly line of the herein described tract with the following courses and distances:

Thence with said non-tangent curve to the left, having a central angle of 25 degrees 58 minutes 34 seconds, an arc length of 929.41 feet, a radius of 2,050.00 feet, and a chord bearing North 78 degrees 14 minutes 30 seconds West, 921.47 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set at the beginning of a reverse curve to the right;

EXHIBIT A-2

Commercial Tract No. 1
17.37 Acres

H. & T. C. Railroad Company Survey Section 75, Abstract 732

Thence with said reverse curve to the right, having a central angle of 88 degrees 55 minutes 21 seconds, an arc length of 46.56 feet, a radius of 30.00 feet, and a chord bearing North 46 degrees 46 minutes 08 seconds West, 42.03 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for corner;

South 87 degrees 41 minutes 35 seconds West, 50.00 feet to a point for the southwest corner of the herein described tract, said point being in the west line of said called 1,316.47 acre tract and the west line of said H. & T. C. Railroad Company Survey Section 75, Abstract 732, same being the east line of the aforementioned adjoining Nathan Brookshire League, Abstract 14, as located in Jordan Road;

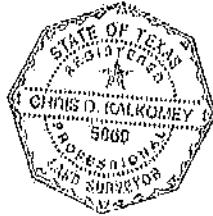
Thence North 02 degrees 18 minutes 25 seconds West (called North 01 degree 04 minutes West) along the west line of the herein described tract, the west line of said called 1,316.47 acre tract, and the west line of said H. & T. C. Railroad Company Survey Section 75, Abstract 732, same being the east line of said adjoining Nathan Brookshire League, Abstract 14, 452.81 feet to the **Place of Beginning** and containing 17.37 acres of land, with 0.42 acre within the margins of Jordan Road, for a net acreage of 16.95 acre of land, more or less.

For reference and further description see Drawing No. 15233 prepared by the undersigned on same date.

December 14, 2020

Job Number 16806-0001-00

Jones | Carter
1229 Corporate Drive, Suite 100
Rosenberg, TX 77471
(281) 342-2033
Texas Board of Professional Land
Surveying Registration No. 10046104




Acting By/Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
CDKalkomey@jonescarter.com

EXHIBIT A-2

Commercial Tract No. 2
18.12 Acres

H. & T. C. Railroad Company Survey Section 75, Abstract 732
Micajah Autrey Survey, Abstract 100

STATE OF TEXAS §

COUNTY OF FORT BEND §

A METES & BOUNDS description of a 18.12 acre tract of land in the H. & T. C. Railroad Company Survey Section 75, Abstract 732, and the Micajah Autrey Survey, Abstract 100, Fort Bend County, Texas, being out of and a part of the residue of that certain called 1,316.47 acre tract of land recorded under County Clerk's File Number 2012149037, Official Public Records, Fort Bend County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Commencing at a cotton picker spindle set in the centerline of Jordan Road (called 80-foot wide (as dedicate in Volume 388, Pages 94, 98, 99 and 100, D.R.F.B.C.T.)) for the northwest corner of said called 1,316.47 acre tract of land, said point being in the west line of said H. & T. C. Railroad Company Survey Section 75, Abstract 732, same being the east line of the adjoining Nathan Brookshire League, Abstract 14;

Thence South 02 degrees 18 minutes 25 seconds West along the west line of said called 1,316.47 acre tract, and the west line of said H. & T. C. Railroad Company Survey Section 75, Abstract 732, same being the east line of said adjoining Nathan Brookshire League, Abstract 14, as located in Jordan Road, 612.84 feet to a point on said line for the northwest corner and Place of Beginning of the herein described tract;

Thence establishing the northerly line of the herein described tract, crossing said called 1,316.47 acre tract, with the following courses and distances:

North 67 degrees 41 minutes 35 seconds East, 50.00 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set in a non-tangent curve to the right;

Thence with said non-tangent curve to the right, having a central angle of 91 degrees 10 minutes 02 seconds, an arc length of 47.74 feet, a radius of 30.00 feet, and a chord bearing North 43 degrees 16 minutes 38 seconds East, 42.86 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set at the beginning of a compound curve to the right;

Thence with said compound curve to the right, having a central angle of 30 degrees 29 minutes 16 seconds, an arc length of 1,037.62 feet, a radius of 1,850.00 feet, and a chord bearing South 75 degrees 53 minutes 45 seconds East, 1,025.42 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set at the end of said curve;

South 60 degrees 42 minutes 38 seconds East, 264.17 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the east corner of the herein described tract, said point being in the east line of a called 50-foot wide easement (Easement No. 3) recorded under County Clerk's File Number 2018008018, Official Public Records, Fort Bend County, Texas;

Page 1 of 2

K:\1606818006-0001-00 1,309 Acre Franz Tract Boundary Survey\1 Surveying Phase\Documents Created\Commercial Tract No 2.docx

EXHIBIT A-2

Commercial Tract No. 2
18.12 Acres

H. & T. C. Railroad Company Survey Section 75, Abstract 732
Micajah Autrey Survey, Abstract 100

Thence South 36 degrees 54 minutes 46 seconds West along the easterly line of the herein described tract, being the easterly line of said Easement No. 3, 507.27 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the most easterly south corner of the herein described tract;

Thence North 53 degrees 05 minutes 14 seconds West establishing an interior line of the herein described tract, 450.45 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for a reentry corner to the herein described tract;

Thence South 37 degrees 01 minute 15 seconds West establishing an interior line of the herein described tract, 639.58 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the most westerly south corner of the herein described tract;

Thence North 71 degrees 42 minutes 52 seconds West establishing the lower south line of the herein described tract, 228.82 feet to a point for the southwest corner of the herein described tract, said point being in the west line of said called 1,316.47 acre tract, and the west line of the aforementioned Micajah Autrey Survey, Abstract 100, same being the east line of the aforementioned adjoining Nathan Brookshire League, Abstract 14, as located in Jordan Road;

Thence North 02 degrees 18 minutes 26 seconds West (called North 01 degree 04 minutes West) along the west line of the herein described tract, the west line of said called 1,316.47 acre tract, the west line of said Micajah Autrey Survey, Abstract 100, and the west line of the aforementioned H. & T. C. Railroad Company Survey Section 75, Abstract 732, same being the east line of said adjoining Nathan Brookshire League, Abstract 14, 920.55 feet to the **Place of Beginning** and containing 18.12 acres of land, with 0.85 acre within the margins of Jordan Road, for a net acreage of 17.27 acres of land, more or less.


For reference and further description see Drawing No. 15233 prepared by the undersigned on same date.

December 14, 2020

Job Number 16806-0001-00

Jones | Carter
1229 Corporate Drive, Suite 100
Rosenberg, TX 77471
(281) 342-2033
Texas Board of Professional Land
Surveying Registration No. 10046104




Acting By/Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
CDKalkomey@jonescarter.com

Page 2 of 2

K:\16806\16806-0001-00 1,300 Acre Fritz Tract Boundary Survey\1 Surveying Phase\Documents Created\Commercial Tract No 2.docx

EXHIBIT A-2

Commercial Tract No. 3
41.41 Acres

Micajah Autrey Survey, Abstract 100

STATE OF TEXAS §

COUNTY OF FORT BEND §

A METES & BOUNDS description of a 41.41 acre tract of land in Micajah Autrey Survey, Abstract 100, Fort Bend County, Texas, being out of and a part of the residue of that certain called 1,316.47 acre tract of land recorded under County Clerk's File Number 2012149037, Official Public Records, Fort Bend County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Commencing at a 5/8 inch iron rod with cap marked "IDS" found for the upper northeast corner of said called 1,316.47 acre tract, same being a reentry corner of Restricted Reserve "E" of the adjoining Jordan Ranch Sec 15, according to map or plat thereof recorded under County Clerk's File Number 20190029, Plat Records, Fort Bend County, Texas, said point being in the east line of the H. & T. C. Railroad Company Survey Section 75, Abstract 732, same being the west line of the adjoining H. & T. C. Railroad Company Survey Section 105, Abstract 261;

Thence South 01 degree 59 minutes 11 seconds East (called South 00 degrees 23 minutes 45 seconds East) along the upper east line of said called 1,316.47 acre tract, the east line of said H. & T. C. Railroad Company Survey Section 75, Abstract 732, and along the upper east line of the aforementioned Micajah Autrey Survey, Abstract 100, same being the west line of said adjoining Restricted Reserve "E" and the west line of said adjoining H. & T. C. Railroad Company Survey Section 105, Abstract 261, at 24.59 feet pass a 5/8 inch iron rod with cap marked "IDS" found on said line for the lower southwest corner of said adjoining Restricted Reserve "E", same being a northwest corner of the adjoining residue of a called 1,352.43 acre tract recorded under County Clerk's File Number 2015027940, Official Public Records, Fort Bend County, Texas, at 2,433.98 feet pass a 1/2 inch iron pipe with cap marked "Kalkmeyer Surveying" found on said line for a southwest corner of said adjoining residue of a called 1,352.43 acre tract, same being the northwest corner of an adjoining called 187.19 acre tract recorded under County Clerk's File Number 2015088944, Official Public Records, Fort Bend County, Texas, at 2,651.49 feet pass a 5/8 inch iron rod with cap marked "Pape-Dawson" found on said line for the northeast corner of an adjoining called 23.900 acre tract recorded under County Clerk's File Number 2020151957, Official Public Records, Fort Bend County, Texas, and continuing for a total distance of 4,392.90 feet to a 5/8 inch iron rod with cap marked "Pape-Dawson" found for the southeast corner of said adjoining called 23.900 acre tract, same being a northeast corner of said residue of a called 1,316.47 acre tract;

Thence North 67 degrees 35 minutes 25 seconds West along the common line of said residue of a called 1,316.47 acre tract and said adjoining called 23.900 acre tract, 54.90 feet to a 5/8 inch iron rod with cap marked "Pape-Dawson" found for the northeast corner and Place of Beginning of the herein described tract;

Thence South 01 degree 59 minutes 11 seconds East establishing the east line of the herein described tract, 1,159.54 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set at the beginning of a curve to the right;

Page 1 of 3

K:\1980619003-0001-00 1,300 Acre Frank Tract Boundary Survey\1 Surveying Phase\Documents Created\Commercial Tract No 3.docx

EXHIBIT A-2

Commercial Tract No. 3
41.41 Acres

Micajah Autrey Survey, Abstract 100

Thence with said curve to the right, having a central angle of 91 degrees 51 minutes 44 seconds, an arc length of 48.10 feet, a radius of 30.00 feet, and a chord bearing South 43 degrees 56 minutes 42 seconds West, 43.11 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the southeast corner of the herein described tract, being at the beginning of a compound curve to the right;

Thence establishing the southerly line of the herein described tract with the following courses and distances:

Thence with said compound curve to the right, having a central angle of 40 degrees 41 minutes 46 seconds, an arc length of 1,669.17 feet, a radius of 2,350.00 feet, and a chord bearing North 69 degrees 46 minutes 33 seconds West, 1,634.30 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set at the end of said curve;

North 49 degrees 25 minutes 40 seconds West, 210.59 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set at the beginning of a curve to the left;

Thence with said curve to the left, having a central angle of 03 degrees 37 minutes 24 seconds, an arc length of 154.93 feet, a radius of 2,450.00 feet, and a chord bearing North 51 degrees 14 minutes 21 seconds West, 154.90 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the west corner of the herein described tract;

Thence North 38 degrees 43 minutes 15 seconds East establishing the northwest line of the herein described tract, 840.18 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the most westerly north corner of the herein described tract;

Thence South 62 degrees 37 minutes 52 seconds East establishing an interior line of the herein described tract, 665.42 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for a reentry corner to the herein described tract;

Thence North 40 degrees 23 minutes 42 seconds East establishing an interior line of the herein described tract, 326.04 feet to a 5/8 inch iron rod with cap marked "Pape-Dawson" found for the most easterly north corner of the herein described tract, said point being in the south line of the aforementioned adjoining called 23.900 acre tract;

Thence South 52 degrees 37 minutes 46 seconds East along the common line of the herein described tract and said adjoining called 23.900 acre tract, 37.54 feet to a 5/8 inch iron rod with cap marked "Pape-Dawson" found for angle point;

Thence South 67 degrees 36 minutes 25 seconds East continuing along said common line, 482.86 feet to the **Place of Beginning** and containing 41.41 acres of land, more or less.

EXHIBIT A-2

Commercial Tract No. 3
41.41 Acres

Micajah Aubrey Survey, Abstract 100

For reference and further description see Drawing No. 15233 prepared by the undersigned on same date.

December 14, 2020

Job Number 16806-0001-00

Jones | Carter
1229 Corporate Drive, Suite 100
Rosenberg, TX 77471
(281) 342-2033
Texas Board of Professional Land
Surveying Registration No. 10048104




Acting By/Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
CDKalkomey@jonescarter.com

Page 3 of 3

K:\16806\16806-0001-00 1,309 Acre Franz Tract Boundary Survey\1 Surveying Phase\Documents Created\Commercial Tract No 3.docx

EXHIBIT A-2

Commercial Tract No. 4
30.56 Acres

Micajah Autrey Survey, Abstract 100

STATE OF TEXAS §

COUNTY OF FORT BEND §

A METES & BOUNDS description of a 30.56 acre tract of land in Micajah Autrey Survey, Abstract 100, Fort Bend County, Texas, being out of and a part of the residue of that certain called 1,316.47 acre tract of land recorded under County Clerk's File Number 2012149037, Official Public Records, Fort Bend County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Commencing at a 5/8 inch iron rod with cap marked "IDS" found for the upper northeast corner of said called 1,316.47 acre tract, same being a reentry corner of Restricted Reserve "E" of the adjoining Jordan Ranch Sec 15, according to map or plat thereof recorded under County Clerk's File Number 20190029, Plat Records, Fort Bend County, Texas, said point being in the east line of the H. & T. C. Railroad Company Survey Section 75, Abstract 732, same being the west line of the adjoining H. & T. C. Railroad Company Survey Section 105, Abstract 261;

Thence South 01 degree 59 minutes 11 seconds East (called South 00 degrees 23 minutes 45 seconds East) along the upper east line of said called 1,316.47 acre tract, the east line of said H. & T. C. Railroad Company Survey Section 75, Abstract 732, and along the upper east line of the aforementioned Micajah Autrey Survey, Abstract 100, same being the west line of said adjoining Restricted Reserve "E" and the west line of said adjoining H. & T. C. Railroad Company Survey Section 105, Abstract 261, at 24.59 feet pass a 5/8 inch iron rod with cap marked "IDS" found on said line for the lower southwest corner of said adjoining Restricted Reserve "E", same being a northwest corner of the adjoining residue of a called 1,352.43 acre tract recorded under County Clerk's File Number 2015027940, Official Public Records, Fort Bend County, Texas, at 2,433.98 feet pass a 3/4 inch iron pipe with cap marked "Kalkomey Surveying" found on said line for a southwest corner of said adjoining residue of a called 1,352.43 acre tract, same being the northwest corner of an adjoining called 187.19 acre tract recorded under County Clerk's File Number 2015088944, Official Public Records, Fort Bend County, Texas, at 2,651.54 feet pass a 5/8 inch iron rod with cap marked "Pape-Dawson" found on said line for the northeast corner of an adjoining called 23.900 acre tract recorded under County Clerk's File Number 2020161957, Official Public Records, Fort Bend County, Texas, at 4,392.90 feet pass a 5/8 inch iron rod with cap marked "Pape-Dawson" found for the southeast corner of said adjoining called 23.900 acre tract, and continuing for a total distance of 5,611.09 feet to a 5/8 inch iron rod with cap marked "ALES" found for a reentry corner to said called 1,316.47 acre tract, same being the southwest corner of said adjoining called 187.19 acre tract, said point also being a reentry corner to said Micajah Autrey Survey, Abstract 100, same being the southwest corner of said adjoining H. & T. C. Railroad Company Survey Section 105, Abstract 261, from which point a found 2-inch iron pipe bears South 74 degrees 49 minutes 20 seconds West, 4.28 feet;

Thence South 56 degrees 23 minutes 10 seconds West crossing said called 1,316.47 acre tract, 93.18 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the northeast corner and **Place of Beginning** of the herein described tract, said point being in a non-tangent curve to the right;

Page 1 of 3

K:\16808\16006-0001-00 1,309 Acre Farm Tract Boundary Survey\1 Surveying Phase\Documents Created\Commercial Tract No 4.docx

EXHIBIT A-2

Commercial Tract No. 4
30.56 Acres

Micajah Autrey Survey, Abstract 100

Thence establishing the easterly line of the herein described tract with the following courses and distances;

Thence with said non-tangent curve to the right, having a central angle of 89 degrees 05 minutes 20 seconds, an arc length of 46.65 feet, a radius of 30.00 feet, and a chord bearing South 45 degrees 41 minutes 38 seconds East, 42.09 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set at the beginning of a compound curve to the right;

Thence with said compound curve to the right, having a central angle of 16 degrees 54 minutes 17 seconds, an arc length of 575.34 feet, a radius of 1,950.00 feet, and a chord bearing South 07 degrees 18 minutes 11 seconds West, 573.25 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set at the end of said curve;

South 15 degrees 45 minutes 20 seconds West, 200.06 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set at the beginning of a curve to the left;

Thence with said curve to the left, having a central angle of 02 degrees 24 minutes 42 seconds, an arc length of 86.28 feet, a radius of 2,050.00 feet, and a chord bearing South 14 degrees 32 minutes 59 seconds West, 86.28 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the southeast corner of the herein described tract;

Thence North 84 degrees 26 minutes 35 seconds West establishing the south line of the herein described tract, 746.88 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the southwest corner of the herein described tract;

Thence North 53 degrees 21 minutes 58 seconds West establishing the southwest line of the herein described tract, 1,056.53 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the west corner of the herein described tract;

Thence North 33 degrees 07 minutes 01 second East establishing the northwest line of the herein described tract, 674.15 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the north corner of the herein described tract, said point being in a non-tangent curve to the left;

Thence with said non-tangent curve to the left, having a central angle of 33 degrees 09 minutes 20 seconds, an arc length of 1,417.81 feet, a radius of 2,450.00 feet, and a chord bearing South 73 degrees 39 minutes 35 seconds East, 1,398.11 feet to the **Place of Beginning** and containing 30.56 acres of land, more or less.

EXHIBIT A-2

Commercial Tract No. 4
30.56 Acres

Micajah Autrey Survey, Abstract 100

For reference and further description see Drawing No. 15233 prepared by the undersigned on same date.

December 14, 2020

Job Number 16806-0001-00

Jones | Carter
1229 Corporate Drive, Suite 100
Rosenberg, TX 77471
(281) 342-2033
Texas Board of Professional Land
Surveying Registration No. 10046104




Acting By Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5889
CDKalkomey@jonescarter.com

Page 3 of 3

K:\16806\16806-0001-00 1,309 Acre Frenz Tract Boundary Survey\1 Surveying Phase\Documents Created\Commercial Tract No 4.docx

Draft

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 222

Independent Accountant's Report on Application of
Agreed-Upon Procedures of Costs Reimbursable to
D.R. Horton - Texas, Ltd., from
\$4,910,000 Unlimited Tax Road Bonds, Series 2023
As of February 17, 2023

Independent Accountant's Report on Applying Agreed-Upon Procedures

Board of Directors
Fort Bend County Municipal Utility District No. 222
Fort Bend County, Texas

We have performed the procedures enumerated below on amounts reimbursable to D.R. Horton - Texas, Ltd., (the "Developer") from proceeds of the District's \$4,910,000 Unlimited Tax Bonds, Series 2023. Fort Bend County Municipal Utility District No. 222 (the "District") is responsible for amounts reimbursable to the Developer.

The Board of Directors of the District has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of providing users with information on the distribution of bond proceeds to the Developer. These procedures are in accordance with Title 30 Rule §293.70 "Audit of Payments to Developers" of the Texas Administrative Code and the Texas Commission on Environmental Quality's ("TCEQ") *Water District Financial Management Guide (revised March 2004), Appendix M*. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and any associated findings are as follows:

1. Information pertaining to the costs paid by the Developer on behalf of the District was obtained from the District's engineer. We inspected all documentation provided by the Developer and the District's engineer supporting items, amounts, and proof of payment for which reimbursement is requested.
2. We inspected the summary of costs prepared by the District's engineer and included in the Official Statement, for the purpose of identifying items authorized for reimbursement and for any items deemed ineligible.
3. We read the development and financing agreements and TCEQ rules relative to the reimbursement request.
4. We recalculated interest on costs reimbursable in accordance with Title 30 Rule §293.50 "Developer Interest Reimbursement" of the Texas Administrative Code. Developer interest was calculated for the summary of costs at an estimated interest rate of 6.0% through February 17, 2023. Actual interest was calculated at 4.780760%, the net effective interest rate of the bonds, through February 17, 2023, or a maximum of five years from the date of Developer payment in accordance with 30 TAC §293.50(b).

5. Schedule A summarizes amounts reimbursable to the Developer pursuant to the Facilities and Operating Costs Reimbursement Agreement for Operations, Water, Sewer, Drainage, Road, and Recreation Facilities dated August 16, 2021 between the District and the Developer.
6. Schedule B is a comparison of amounts included in the official statement with amounts reimbursable, future projected amounts, if any, to be expended in the future, and any variances.
7. A draft of this report and schedules referenced above was provided to the District's attorney, engineer, financial advisor, bookkeeper, and Developer for review prior to reimbursing the Developer.

We were engaged by the District to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on amounts reimbursable to the Developer. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the District and the TCEQ and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,

Houston, Texas
February 8, 2023

SCHEDULE A
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 222
RECAPITULATION OF AMOUNTS TO BE PAID TO
D.R. HORTON - TEXAS, LTD.
FROM SERIES 2023 UNLIMITED TAX ROAD BOND PROCEEDS
As of February 17, 2023

Draft

Payee	Eligible Costs D.R. Horton - Texas, Ltd.		
	% Complete Completion Date	Total Cost Incurred	Interest at 4.780760%
R Construction Co (J&C Job No. 16806-0006-01)			
Construction of water, sewer, drainage, and paving facilities to serve Tamarron West Section 1	100% 11/7/2022	\$ 2,278,976.70	
Less utilities eligible for future reimbursement		(1,073,861.93)	
Less remaining paving eligible for future reimbursement		(566,403.94)	
		<u>638,710.83</u>	\$ 32,611.76
R Construction Co (J&C Job No. 16806-0009-02)			
Construction of paving facilities to serve Tamarron West Section 4	100% 11/29/2022	2,110,281.59	56,758.35
Jones & Carter, Inc.			
Engineering services related to:			
Tamarron West Section 1 paving		136,532.07	9,445.92
Tamarron West Section 4 paving		222,390.20	11,522.77
Tamarron West Section 4 traffic impact analysis		37,715.00	3,166.54
		<u>396,637.27</u>	<u>24,135.23</u>
Tolunay-Wong Engineers, Inc.			
Material testing services related to:			
Tamarron West Section 1 paving		14,502.00	815.24
Tamarron West Section 4 paving		22,859.00	649.21
		<u>37,361.00</u>	<u>1,464.45</u>
Land Acquisition (at \$52,749.96 per acre)			
Tamarron West Section 1 right-of-way (1.74 acres)		91,784.93	
Plus carrying costs at 4.780760%		9,509.37	
		<u>101,294.30</u>	-
Land Acquisition (at \$52,749.96 per acre)			
Tamarron West Section 4 right-of-way (10.62 acres)		560,204.58	
Plus carrying costs at 4.780760%		58,039.97	
		<u>618,244.55</u>	-
Land Acquisition (at \$52,749.96 per acre)			
Tamarron Parkway (5.75 acres)		303,312.27	
Plus carrying costs at 4.780760%		31,424.66	
		<u>334,736.93</u>	-
Subtotals		<u>4,237,266.47</u>	<u>114,969.79</u>
TOTAL TO BE PAID TO D.R. HORTON - TEXAS, LTD.			
FROM SERIES 2023 UNLIMITED TAX ROAD BOND PROCEEDS			<u><u>\$ 4,352,236.26</u></u>

DRAFT Subject to Change - Payment Support Pending

SCHEDULE B
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 222
COMPARISON OF ACTUAL COSTS WITH THE
SERIES 2023 UNLIMITED TAX ROAD BONDS OFFICIAL STATEMENT
As of February 17, 2023

Draft

	Costs Reimbursed	Costs Paid Directly by District	Total Costs	Projected Amounts	Actual and Projected	Official Statement Totals	Difference Under (Over)
CONSTRUCTION COSTS							
<u>Developer Contribution Items</u>							
Tamarron West Section 1 Paving	\$ 638,711	\$ -	\$ 638,711	\$ -	\$ 638,711	\$ 469,995	\$ (168,716)
Tamarron West Section 4 Paving	2,110,282		2,110,282		2,110,282	2,110,282	
Engineering	358,921		358,921		358,921	391,057	32,136
Geotechnical Testing	37,361		37,361		37,361	61,434	24,073
Land Acquisitions	955,302		955,302		955,302	955,302	
Land Carrying Costs	98,974		98,974		98,974	124,215	25,241
Traffic Impact Analysis	37,715		37,715		37,715	37,715	
Total Construction Costs	<u>4,237,266</u>	<u>-</u>	<u>4,237,266</u>	<u>-</u>	<u>4,237,266</u>	<u>4,150,000</u>	<u>(87,266)</u>
NON-CONSTRUCTION COSTS							
Legal Fees		108,200	108,200		108,200	108,200	
Fiscal Agent Fees		49,100	49,100		49,100	49,100	
Developer Interest	114,970		114,970		114,970	138,207	23,237
Capitalized Interest		227,925	227,925		227,925	227,925	
Bond Discount		97,603	97,603		97,603	97,603	
Bond Issuance Expenses				51,783	51,783	51,783	
Engineering Report Costs		15,000	15,000		15,000	15,000	
Attorney General Fee		4,910	4,910		4,910	4,910	
Contingency						67,272	67,272
Total Non-Construction Costs	<u>114,970</u>	<u>502,738</u>	<u>617,708</u>	<u>51,783</u>	<u>669,491</u>	<u>760,000</u>	<u>90,509</u>
Totals	<u>\$ 4,352,236</u>	<u>\$ 502,738</u>	<u>\$ 4,854,974</u>	<u>\$ 51,783</u>	<u>\$ 4,906,757</u>	<u>\$ 4,910,000</u>	<u>\$ 3,243</u>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in several counterparts each of which shall be deemed to be an original and all of which shall constitute the original, to be effective as of the date first written above.

ASSIGNOR:

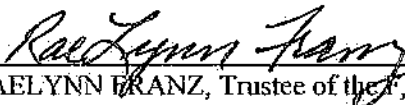
D.R. HORTON – TEXAS, LTD.,
a Texas limited partnership

By: D.R. Horton, Inc.,
a Delaware corporation, its authorized agent

By: _____

Name: _____

Title: _____


RAELYNN FRANZ, Trustee of the F, H, & L 2012 Trust

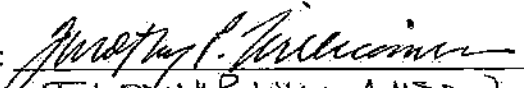

RAYMOND DALE FRANZ, Trustee of the RDF Trust


KEVIN SCOTT FRANZ, Trustee of the BMM Trust


KELLI JEAN FRANZ SPILMAN, Trustee of the KJFS Trust

ASSIGNEE:

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 222, a body politic organized and
existing under the laws of the State of Texas

By: 
Name: TIMOTHY P. WILLIAMSON
Title: PRESIDENT, FBLMU 222

Attachment B

Email Correspondence with the City

Attachment B1

Email: Fwd FW F222 Well Logs - City of Fulshear Billing

From: Shawna Esquivel <sesquivel@sienviro.com>
Sent: Wednesday, May 17, 2023 9:03 AM
To: Samuel Johnson
Subject: Fwd: FW: F222 Well Logs - City of Fulshear Billing
Attachments: Utility Billing Calculator - July 2022 Invoice.xlsx; MUD 222 JULY 2022 INVOICE.xlsx; Utility Billing Calculator - AUGUST 2022 Invoice.xlsx; MUD 222 AUGUST 2022 INVOICE.xlsx; MUD 222 SEPTEMBER 2022 INVOICE.xlsx; Utility Billing Calculator - SEPTEMBER 2022 Invoice.xlsx; MUD 222 OCTOBER 2022 INVOICE.xlsx; Utility Billing Calculator - OCTOBER 2022 Invoice.xlsx; MUD 222 NOVEMBER 2022 INVOICE.xlsx; Utility Billing Calculator - NOVEMBER 2022 Invoice.xlsx; MUD 222 DECEMBER 2022 INVOICE.xlsx; Utility Billing Calculator - DECEMBER 2022 Invoice.xlsx; Utility Billing Calculator - JANUARY 2023 Invoice.xlsx; MUD 222 JANUARY 2023 INVOICE.xlsx; MUD 222 FEBRUARY 2023 INVOICE.xlsx; Utility Billing Calculator - FEBRUARY 2023 Invoice.xlsx; MUD 222 MARCH 2023 INVOICE.xlsx; Utility Billing Calculator - MARCH 2023 Invoice.xlsx; MUD 222 TOTAL CONSUMPTION.xlsx

External to CR

fyi.

Regards,
Shawna Esquivel
Manager, Customer Billing & Audit | Si Environmental, LLC.
6420 Reading Road | Rosenberg, TX 77471
Office: 832-490-1553 Cell: 832-488-3328
Email: sesquivel@sienviro.com | Web: www.sienviro.com

SiEnviro
Si Environmental, LLC

----- Forwarded message -----

From: **Letty Cortez** <lcortez@sienviro.com>
Date: Wed, May 17, 2023 at 8:57 AM
Subject: FW: F222 Well Logs - City of Fulshear Billing
To: Shawna Esquivel <sesquivel@sienviro.com>

FYI

Thank you,

Letty Cortez

AMA Supervisor | Si Environmental, LLC.

6420 Reading Road | Rosenberg, TX 77471

Phone 832-490-1577

Email: lcortez@sienviro.com | Web: www.sienviro.com



From: Maribel Tapia <mtapia@fulsheartexas.gov>
Sent: Wednesday, April 26, 2023 12:01 PM
To: Letty Cortez <lcortez@sienviro.com>
Cc: Lance Hall <lhall@fulsheartexas.gov>
Subject: RE: F222 Well Logs - City of Fulshear Billing

Letty,


We have created the invoices based on the information provided. Please find attached the calculation for each month. Please let me know where I need to send these if it is not you. All future invoices will be sent from our printer company once we create your account in our system.




Maribel Tapia


Utility Services Supervisor

City of Fulshear

 [281-346-1796](tel:281-346-1796)

 mtapia@fulsheartexas.gov

 www.fulsheartexas.gov

 6611 W Cross Creek Bend Lane, Fulshear, TX, 77441

Be advised that emails are subject to the Texas Public Information Act. City emails should not be considered confidential.

From: Letty Cortez <lcortez@sienviro.com>
Sent: Wednesday, April 26, 2023 11:08 AM
To: Maribel Tapia <mtapia@fulsheartexas.gov>
Cc: Letty Cortez <lcortez@sienviro.com>
Subject: RE: F222 Well Logs - City of Fulshear Billing

Hello Maribel,

Attached is the March well log.

Thank you,

Letty Cortez

AMA Supervisor | Si Environmental, LLC.

6420 Reading Road | Rosenberg, TX 77471

Phone 832-490-1577

Email: lcortez@sienviro.com | Web: www.sienviro.com



From: Maribel Tapia <mtapia@fulsheartexas.gov>
Sent: Wednesday, April 26, 2023 10:25 AM
To: Letty Cortez <lcortez@sienviro.com>
Subject: RE: F222 Well Logs - City of Fulshear Billing

Lety,


Do you have the well logs for the month of March?




Maribel Tapia


Utility Services Supervisor

City of Fulshear

 [281-346-1796](tel:281-346-1796)

 mtapia@fulsheartexas.gov

 www.fulsheartexas.gov

 6611 W Cross Creek Bend Lane, Fulshear, TX, 77441

Be advised that emails are subject to the Texas Public Information Act. City emails should not be considered confidential.

From: Shawna Esquivel <sesquivel@sienviro.com>

Sent: Tuesday, April 25, 2023 4:22 PM

To: Maribel Tapia <mtapia@fulsheartexas.gov>

Cc: Whitney Aelmore <waelmore@sienviro.com>; Letty Cortez <lcortez@sienviro.com>

Subject: F222 Well Logs - City of Fulshear Billing

Good Afternoon Maribel,

Here are the 7/2022 - 2/2023 F222 well logs. The well went online 7/12/2022.

I've added Letty Cortez to this email. She is the Client Billing Supervisor. Her group will get these logs for you in the future.

I don't need to do anything with the rates now. This will not be handled like the City of Rosenberg. Great news for me! Please let me know if you need anything else from me, if I can help I will.

Have a great day!

Regards,

Shawna Esquivel

Manager, Customer Billing & Audit | Si U Environmental, LLC.

6420 Reading Road | Rosenberg, TX 77471

Office: 832-490-1553 Cell: 832-488-3328
Email: sesquivel@sienviro.com | Web: www.sienviro.com



City of Fulshear, Texas
Quick Utility Billing Calculator

WATER/SEWER SERVICE

Number of units utilizing water meter connection	1
Billing cycle beginning read date	6/25/2022
Billing cycle ending read date	7/25/2022
Number of days in billing period	30
If consumer connected and/or disconnected service during billing cycle, enter:	
Connection read date	
Disconnection read date	
Number of actual service days	30
Meter size (Enter size code from chart on right.)	h
Water consumed during billing period	1,303 thousand gallons (e.g., 25 = 25,000 gallons)

Size Code	Meter Size	Rate		
A	¾-inch	\$ 5.50		
B	1-inch	\$ 5.50		
C	1½-inch	\$ 5.50		
D	2-inch	\$ 8.80		
E	3-inch	\$ 16.50		
F	4-inch	\$ 27.50		
G	6-inch	\$ 55.00		
H	8-inch	\$ 88.00	x1.5	\$132
I	10-inch	\$ 126.50		

	RATE	CONSUMPTION	CHARGE
Fixed charge (based on meter size)			\$ 132.00
First 5,000 gallons (per thousand gallons)	\$ -	5.0 thousand 1,298.0	\$ -
Next 5,000 gallons (per thousand gallons)	\$ 3.00	5.0 thousand 1,293.0	\$ 15.00
Next 10,000 gallons (per thousand gallons)	\$ 4.50	10.0 thousand 1,283.0	\$ 45.00
Next 10,000 gallons (per thousand gallons)	\$ 6.00	10.0 thousand 1,273.0	\$ 60.00
Over 30,000 gallons (per thousand gallons)	\$ 7.50	1,273.0 thousand	\$ 9,547.50
WATER TOTAL		1,303.0 thousand	\$ 9,799.50
 NFBWA USAGE FEE (per thousand gallons)	 \$ 4.55	 1,303.0 thousand	 \$ 5,928.65
 TOTALS			 \$ 15,728.15



City of Fulshear
Utility Services Dept.

Date: 4/26/23
Invoice#: 7252022

To: MUD 222
6420 Reading Rd
Rosenberg, TX 77471

Revenue Code - 500-44108

Qty	Description	Amount Due
1.00	Water Consumption from June 25, 2022 through July 25, 2022 1303,000 gallons of water	\$ 15,728.15
	Begin read 0	\$ -
	End read 1303	\$ -
		\$ -
	COF WATER \$9,799.50	\$ -
	NFBWA USAGE FEE \$5928.65	\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
1.00	Deposit	\$ -
Total Due		\$ 15,728.15

NET 30

Make checks payable to City of Fulshear
Return to: City of Fulshear Utility Services Dept.
PO Box 1134
Fulshear, TX. 77441
281-346-8830

City of Fulshear, Texas
Quick Utility Billing Calculator

WATER/SEWER SERVICE

Number of units utilizing water meter connection	1
Billing cycle beginning read date	7/25/2022
Billing cycle ending read date	8/25/2022
Number of days in billing period	31
If consumer connected and/or disconnected service during billing cycle, enter:	
Connection read date	
Disconnection read date	
Number of actual service days	31
Meter size (Enter size code from chart on right.)	h
Water consumed during billing period	2,481 thousand gallons (e.g., 25 = 25,000 gallons)

Size Code	Meter Size	Rate		
A	¾-inch	\$ 5.50		
B	1-inch	\$ 5.50		
C	1½-inch	\$ 5.50		
D	2-inch	\$ 8.80		
E	3-inch	\$ 16.50		
F	4-inch	\$ 27.50		
G	6-inch	\$ 55.00		
H	8-inch	\$ 88.00	x1.5	\$132
I	10-inch	\$ 126.50		

	RATE	CONSUMPTION	CHARGE
Fixed charge (based on meter size)			\$ 132.00
First 5,000 gallons (per thousand gallons)	\$ -	5.0 thousand 2,476.0	\$ -
Next 5,000 gallons (per thousand gallons)	\$ 3.00	5.0 thousand 2,471.0	\$ 15.00
Next 10,000 gallons (per thousand gallons)	\$ 4.50	10.0 thousand 2,461.0	\$ 45.00
Next 10,000 gallons (per thousand gallons)	\$ 6.00	10.0 thousand 2,451.0	\$ 60.00
Over 30,000 gallons (per thousand gallons)	\$ 7.50	2,451.0 thousand	\$ 18,382.50
WATER TOTAL		2,481.0 thousand	\$ 18,634.50
NFBWA USAGE FEE (per thousand gallons)	\$ 4.55	2,481.0 thousand	\$ 11,288.55
TOTALS			\$ 29,923.05



City of Fulshear
Utility Services Dept.

Date: 4/26/23
Invoice#: 8252022

To: MUD 222
6420 Reading Rd
Rosenberg, TX 77471

Revenue Code - 500-44108

Qty	Description	Amount Due
1.00	Water Consumption from July 25, 2022 through August 25, 2022 2481,000 gallons of water	\$ 29,923.05
	Begin read 1303	\$ -
	End read 3784	\$ -
		\$ -
	COF WATER CHARGES\$18,634.50	\$ -
	NFBWA USAGE FEE \$11,288.55	\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
1.00	Deposit	\$ -
Total Due		\$ 29,923.05

NET 30

Make checks payable to City of Fulshear
Return to: City of Fulshear Utility Services Dept.
PO Box 1134
Fulshear, TX. 77441
281-346-8830

City of Fulshear, Texas
Quick Utility Billing Calculator

WATER/SEWER SERVICE

Number of units utilizing water meter connection	1
Billing cycle beginning read date	8/25/2022
Billing cycle ending read date	9/25/2022
Number of days in billing period	31
If consumer connected and/or disconnected service during billing cycle, enter:	
Connection read date	
Disconnection read date	
Number of actual service days	31
Meter size (Enter size code from chart on right.)	h
Water consumed during billing period	1,157 thousand gallons (e.g., 25 = 25,000 gallons)

Size Code	Meter Size	Rate		
A	¾-inch	\$ 5.50		
B	1-inch	\$ 5.50		
C	1½-inch	\$ 5.50		
D	2-inch	\$ 8.80		
E	3-inch	\$ 16.50		
F	4-inch	\$ 27.50		
G	6-inch	\$ 55.00		
H	8-inch	\$ 88.00	x1.5	\$132
I	10-inch	\$ 126.50		

	RATE	CONSUMPTION	CHARGE
Fixed charge (based on meter size)			\$ 132.00
First 5,000 gallons (per thousand gallons)	\$ -	5.0 thousand 1,152.0	\$ -
Next 5,000 gallons (per thousand gallons)	\$ 3.00	5.0 thousand 1,147.0	\$ 15.00
Next 10,000 gallons (per thousand gallons)	\$ 4.50	10.0 thousand 1,137.0	\$ 45.00
Next 10,000 gallons (per thousand gallons)	\$ 6.00	10.0 thousand 1,127.0	\$ 60.00
Over 30,000 gallons (per thousand gallons)	\$ 7.50	1,127.0 thousand	\$ 8,452.50
WATER TOTAL		1,157.0 thousand	\$ 8,704.50
 NFBWA USAGE FEE (per thousand gallons)	 \$ 4.55	 1,157.0 thousand	 \$ 5,264.35
 TOTALS			 \$ 13,968.85



City of Fulshear
Utility Services Dept.

Date: 4/26/23
Invoice#: 4262023 -3

To: MUD 222
6420 Reading Rd
Rosenberg, TX 77471

Revenue Code - 500-44108

Qty	Description	Amount Due	
1.00	Water Consumption from August 25, 2022 through September 25, 2022 1157,000 gallons of water	\$	13,968.85
	Begin read 3784	\$	-
	End read 4941	\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
1.00	Deposit	\$	-
Total Due		\$	13,968.85

NET 30

Make checks payable to City of Fulshear
Return to: City of Fulshear Utility Services Dept.
PO Box 1134
Fulshear, TX. 77441
281-346-8830

City of Fulshear, Texas
Quick Utility Billing Calculator

WATER/SEWER SERVICE

Number of units utilizing water meter connection	1
Billing cycle beginning read date	9/25/2022
Billing cycle ending read date	10/25/2022
Number of days in billing period	30
<i>If consumer connected and/or disconnected service during billing cycle, enter:</i>	
<i>Connection read date</i>	
<i>Disconnection read date</i>	
<i>Number of actual service days</i>	30
Meter size (Enter size code from chart on right.)	h
Water consumed during billing period	2,013 thousand gallons (e.g., 25 = 25,000 gallons)

Size Code	Meter Size	Rate		
A	¾-inch	\$ 5.50		
B	1-inch	\$ 5.50		
C	1½-inch	\$ 5.50		
D	2-inch	\$ 8.80		
E	3-inch	\$ 16.50		
F	4-inch	\$ 27.50		
G	6-inch	\$ 55.00		
H	8-inch	\$ 88.00	x1.5	\$132
I	10-inch	\$ 126.50		

	RATE	CONSUMPTION	CHARGE
Fixed charge (based on meter size)			\$ 132.00
First 5,000 gallons (per thousand gallons)	\$ -	5.0 thousand 2,008.0	\$ -
Next 5,000 gallons (per thousand gallons)	\$ 3.00	5.0 thousand 2,003.0	\$ 15.00
Next 10,000 gallons (per thousand gallons)	\$ 4.50	10.0 thousand 1,993.0	\$ 45.00
Next 10,000 gallons (per thousand gallons)	\$ 6.00	10.0 thousand 1,983.0	\$ 60.00
Over 30,000 gallons (per thousand gallons)	\$ 7.50	1,983.0 thousand	\$ 14,872.50
WATER TOTAL		2,013.0 thousand	\$ 15,124.50
NFBWA USAGE FEE (per thousand gallons)	\$ 4.55	2,013.0 thousand	\$ 9,159.15
TOTALS			\$ 24,283.65



City of Fulshear
Utility Services Dept.

Date: 4/26/23
Invoice#: 4262023 -4

To: MUD 222
6420 Reading Rd
Rosenberg, TX 77471

Revenue Code - 500-44108

Qty	Description	Amount Due
1.00	Water Consumption from Septmeber 25, 2022 through October 25, 2022 2013,000 gallons of water	\$ 24,283.65
	Begin read 4941	\$ -
	End read 6954	\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
1.00	Deposit	\$ -
Total Due		\$ 24,283.65

NET 30

Make checks payable to City of Fulshear
Return to: City of Fulshear Utility Services Dept.
PO Box 1134
Fulshear, TX. 77441
281-346-8830

City of Fulshear, Texas
Quick Utility Billing Calculator

WATER/SEWER SERVICE

Number of units utilizing water meter connection	1
Billing cycle beginning read date	10/25/2022
Billing cycle ending read date	11/25/2022
Number of days in billing period	31
<i>If consumer connected and/or disconnected service during billing cycle, enter:</i>	
<i>Connection read date</i>	
<i>Disconnection read date</i>	
<i>Number of actual service days</i>	31
Meter size (Enter size code from chart on right.)	h
Water consumed during billing period	1,638 thousand gallons (e.g., 25 = 25,000 gallons)

Size Code	Meter Size	Rate	
A	¾-inch	\$	5.50
B	1-inch	\$	5.50
C	1½-inch	\$	5.50
D	2-inch	\$	8.80
E	3-inch	\$	16.50
F	4-inch	\$	27.50
G	6-inch	\$	55.00
H	8-inch	\$	88.00 x1.5
I	10-inch	\$	126.50

\$132

	RATE	CONSUMPTION	CHARGE
Fixed charge (based on meter size)			\$ 132.00
First 5,000 gallons (per thousand gallons)	\$ -	5.0 thousand 1,633.0	\$ -
Next 5,000 gallons (per thousand gallons)	\$ 3.00	5.0 thousand 1,628.0	\$ 15.00
Next 10,000 gallons (per thousand gallons)	\$ 4.50	10.0 thousand 1,618.0	\$ 45.00
Next 10,000 gallons (per thousand gallons)	\$ 6.00	10.0 thousand 1,608.0	\$ 60.00
Over 30,000 gallons (per thousand gallons)	\$ 7.50	1,608.0 thousand	\$ 12,060.00
WATER TOTAL		1,638.0 thousand	\$ 12,312.00
NFBWA USAGE FEE (per thousand gallons)	\$ 4.55	1,638.0 thousand	\$ 7,452.90
TOTALS			\$ 19,764.90



City of Fulshear
Utility Services Dept.

Date: 4/26/23
Invoice#: 4262023 -5

To: MUD 222
6420 Reading Rd
Rosenberg, TX 77471

Revenue Code - 500-44108

Qty	Description	Amount Due
1.00	Water Consumption from October 25, 2022 through November 25, 2022 1638,000 gallons of water	\$ 19,764.90
	Begin read 6954	\$ -
	End read 8592	\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
1.00	Deposit	\$ -
Total Due		\$ 19,764.90

NET 30

Make checks payable to City of Fulshear
Return to: City of Fulshear Utility Services Dept.
PO Box 1134
Fulshear, TX. 77441
281-346-8830

City of Fulshear, Texas
Quick Utility Billing Calculator

WATER/SEWER SERVICE

Number of units utilizing water meter connection	1
Billing cycle beginning read date	11/25/2022
Billing cycle ending read date	12/25/2022
Number of days in billing period	30
If consumer connected and/or disconnected service during billing cycle, enter:	
Connection read date	
Disconnection read date	
Number of actual service days	30
Meter size (Enter size code from chart on right.)	h
Water consumed during billing period	1,285 thousand gallons (e.g., 25 = 25,000 gallons)

Size Code	Meter Size	Rate		
A	¾-inch	\$ 5.50		
B	1-inch	\$ 5.50		
C	1½-inch	\$ 5.50		
D	2-inch	\$ 8.80		
E	3-inch	\$ 16.50		
F	4-inch	\$ 27.50		
G	6-inch	\$ 55.00		
H	8-inch	\$ 88.00	x1.5	\$132
I	10-inch	\$ 126.50		

	RATE	CONSUMPTION	CHARGE
Fixed charge (based on meter size)			\$ 132.00
First 5,000 gallons (per thousand gallons)	\$ -	5.0 thousand 1,280.0	\$ -
Next 5,000 gallons (per thousand gallons)	\$ 3.00	5.0 thousand 1,275.0	\$ 15.00
Next 10,000 gallons (per thousand gallons)	\$ 4.50	10.0 thousand 1,265.0	\$ 45.00
Next 10,000 gallons (per thousand gallons)	\$ 6.00	10.0 thousand 1,255.0	\$ 60.00
Over 30,000 gallons (per thousand gallons)	\$ 7.50	1,255.0 thousand	\$ 9,412.50
WATER TOTAL		1,285.0 thousand	\$ 9,664.50
NFBWA USAGE FEE (per thousand gallons)	\$ 4.55	1,285.0 thousand	\$ 5,846.75
TOTALS			\$ 15,511.25



City of Fulshear
Utility Services Dept.

Date: 4/26/23
Invoice#: 12252022

To: MUD 222
6420 Reading Rd
Rosenberg, TX 77471

Revenue Code - 500-44108

Qty	Description	Amount Due
1.00	Water Consumption from November 25, 2022 through December 25, 2022 1285,000 gallons of water	\$ 15,511.25
	Begin read 8592	\$ -
	End read 9877	\$ -
		\$ -
	COF WATER CHARGES \$9664.50	\$ -
	NFBWA USAGE FEE \$5,846.75	\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
1.00	Deposit	\$ -
Total Due		\$ 15,511.25

NET 30

Make checks payable to City of Fulshear
Return to: City of Fulshear Utility Services Dept.
PO Box 1134
Fulshear, TX. 77441
281-346-8830

City of Fulshear, Texas
Quick Utility Billing Calculator

WATER/SEWER SERVICE

Number of units utilizing water meter connection	1
Billing cycle beginning read date	12/25/2022
Billing cycle ending read date	1/25/2023
Number of days in billing period	31
If consumer connected and/or disconnected service during billing cycle, enter:	
Connection read date	
Disconnection read date	
Number of actual service days	31
Meter size (Enter size code from chart on right.)	h
Water consumed during billing period	1,740 thousand gallons (e.g., 25 = 25,000 gallons)

Size Code	Meter Size	Rate		
A	¾-inch	\$ 5.50		
B	1-inch	\$ 5.50		
C	1½-inch	\$ 5.50		
D	2-inch	\$ 8.80		
E	3-inch	\$ 16.50		
F	4-inch	\$ 27.50		
G	6-inch	\$ 55.00		
H	8-inch	\$ 88.00	x1.5	\$132
I	10-inch	\$ 126.50		

	RATE	CONSUMPTION	CHARGE
Fixed charge (based on meter size)			\$ 132.00
First 5,000 gallons (per thousand gallons)	\$ -	5.0 thousand 1,735.0	\$ -
Next 5,000 gallons (per thousand gallons)	\$ 3.00	5.0 thousand 1,730.0	\$ 15.00
Next 10,000 gallons (per thousand gallons)	\$ 4.50	10.0 thousand 1,720.0	\$ 45.00
Next 10,000 gallons (per thousand gallons)	\$ 6.00	10.0 thousand 1,710.0	\$ 60.00
Over 30,000 gallons (per thousand gallons)	\$ 7.50	1,710.0 thousand	\$ 12,825.00
WATER TOTAL		1,740.0 thousand	\$ 13,077.00
NFBWA USAGE FEE (per thousand gallons)	\$ 4.55	1,740.0 thousand	\$ 7,917.00
TOTALS			\$ 20,994.00



City of Fulshear
Utility Services Dept.

Date: 4/26/23
Invoice#: 1252023

To: MUD 222
6420 Reading Rd
Rosenberg, TX 77471

Revenue Code - 500-44108

Qty	Description	Amount Due
1.00	Water Consumption from December 25, 2022 through January 25, 2022 1740,000 gallons of water	\$ 20,994.00
	Begin read 9877	\$ -
	End read 11617	\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
1.00	Deposit	\$ -
Total Due		\$ 20,994.00

NET 30

Make checks payable to City of Fulshear
Return to: City of Fulshear Utility Services Dept.
PO Box 1134
Fulshear, TX. 77441
281-346-8830

City of Fulshear, Texas
Quick Utility Billing Calculator

WATER/SEWER SERVICE

Number of units utilizing water meter connection	1
Billing cycle beginning read date	1/25/2023
Billing cycle ending read date	2/25/2023
Number of days in billing period	31
If consumer connected and/or disconnected service during billing cycle, enter:	
Connection read date	
Disconnection read date	
Number of actual service days	31
Meter size (Enter size code from chart on right.)	h
Water consumed during billing period	1,365 thousand gallons (e.g., 25 = 25,000 gallons)

Size Code	Meter Size	Rate		
A	¾-inch	\$ 5.50		
B	1-inch	\$ 5.50		
C	1½-inch	\$ 5.50		
D	2-inch	\$ 8.80		
E	3-inch	\$ 16.50		
F	4-inch	\$ 27.50		
G	6-inch	\$ 55.00		
H	8-inch	\$ 88.00	x1.5	\$132
I	10-inch	\$ 126.50		

	RATE	CONSUMPTION	CHARGE
Fixed charge (based on meter size)			\$ 132.00
First 5,000 gallons (per thousand gallons)	\$ -	5.0 thousand 1,360.0	\$ -
Next 5,000 gallons (per thousand gallons)	\$ 3.00	5.0 thousand 1,355.0	\$ 15.00
Next 10,000 gallons (per thousand gallons)	\$ 4.50	10.0 thousand 1,345.0	\$ 45.00
Next 10,000 gallons (per thousand gallons)	\$ 6.00	10.0 thousand 1,335.0	\$ 60.00
Over 30,000 gallons (per thousand gallons)	\$ 7.50	1,335.0 thousand	\$ 10,012.50
WATER TOTAL		1,365.0 thousand	\$ 10,264.50
NFBWA USAGE FEE (per thousand gallons)	\$ 4.55	1,365.0 thousand	\$ 6,210.75
TOTALS			\$ 16,475.25



City of Fulshear
Utility Services Dept.

Date: 4/26/23
Invoice#: 2252023

To: MUD 222
6420 Reading Rd
Rosenberg, TX 77471

Revenue Code - 500-44108

Qty	Description	Amount Due
1.00	Water Consumption from February 25, 2022 through March 25, 2022 1365,000 gallons of water	\$ 16,475.25
	Begin read 11617	\$ -
	End read 12982	\$ -
		\$ -
		\$ -
	COF WATER CHARGES \$10,264.50	\$ -
	NFBWA USAGE FEE \$6,210.75	\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
1.00	Deposit	\$ -
Total Due		\$ 16,475.25

NET 30

Make checks payable to City of Fulshear
Return to: City of Fulshear Utility Services Dept.
PO Box 1134
Fulshear, TX. 77441
281-346-8830

City of Fulshear, Texas
Quick Utility Billing Calculator

WATER/SEWER SERVICE

Number of units utilizing water meter connection	1
Billing cycle beginning read date	2/25/2023
Billing cycle ending read date	3/25/2023
Number of days in billing period	28
If consumer connected and/or disconnected service during billing cycle, enter:	
Connection read date	
Disconnection read date	
Number of actual service days	28
Meter size (Enter size code from chart on right.)	h
Water consumed during billing period	2,930 thousand gallons (e.g., 25 = 25,000 gallons)

Size Code	Meter Size	Rate		
A	¾-inch	\$ 5.50		
B	1-inch	\$ 5.50		
C	1½-inch	\$ 5.50		
D	2-inch	\$ 8.80		
E	3-inch	\$ 16.50		
F	4-inch	\$ 27.50		
G	6-inch	\$ 55.00		
H	8-inch	\$ 88.00	x1.5	\$132
I	10-inch	\$ 126.50		

	RATE	CONSUMPTION	CHARGE
Fixed charge (based on meter size)			\$ 132.00
First 5,000 gallons (per thousand gallons)	\$ -	5.0 thousand 2,925.0	\$ -
Next 5,000 gallons (per thousand gallons)	\$ 3.00	5.0 thousand 2,920.0	\$ 15.00
Next 10,000 gallons (per thousand gallons)	\$ 4.50	10.0 thousand 2,910.0	\$ 45.00
Next 10,000 gallons (per thousand gallons)	\$ 6.00	10.0 thousand 2,900.0	\$ 60.00
Over 30,000 gallons (per thousand gallons)	\$ 7.50	2,900.0 thousand	\$ 21,750.00
WATER TOTAL		2,930.0 thousand	\$ 22,002.00
NFBWA USAGE FEE (per thousand gallons)	\$ 4.55	2,930.0 thousand	\$ 13,331.50
TOTALS			\$ 35,333.50



City of Fulshear
Utility Services Dept.

Date: 4/26/23
Invoice#: 3252023

To: MUD 222
6420 Reading Rd
Rosenberg, TX 77471

Revenue Code - 500-44108

Qty	Description	Amount Due	
1.00	Water Consumption from February 25, 2022 through March 25, 2022 2930,000 gallons of water	\$	35,333.50
	Begin read 12982	\$	-
	End read 15912	\$	-
		\$	-
		\$	-
	COF WATER CHARGES \$10,264.50	\$	-
	NFBWA USAGE FEE \$6,210.75	\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
1.00	Deposit	\$	-
Total Due		\$	35,333.50

NET 30

Make checks payable to City of Fulshear
Return to: City of Fulshear Utility Services Dept.
PO Box 1134
Fulshear, TX. 77441
281-346-8830

BILLING CYCLE	CONSUMPTION	COF WATER CHARGES	NFBWA USAGE FEE
6.25.22 - 7.25.22	1,303,000	\$ 9,799.50	\$ 5,928.65
7.25.22 - 8.25.22	2,481,000	\$ 18,634.50	\$ 11,288.55
8.25.22 - 9.25.22	1,157,000	\$ 8,704.50	\$ 5,264.50
9.25.22 - 10.25.22	2,013,000	\$ 15,124.50	\$ 9,159.15
10.25.22 - 11.25.22	1,638,000	\$ 12,312.00	\$ 7,452.90
11.25.22 - 12.25.22	1,285,000	\$ 9,664.50	\$ 5,846.75
12.25.22 - 1.25.23	1,740,000	\$ 13,077.00	\$ 7,917.00
1.25.23 - 2.25.23	1,365,000	\$ 10,264.50	\$ 6,210.75
2.25.23 - 3.25.23	2,930,000	\$ 22,002.00	\$ 13,331.50
	15,912,000	\$ 119,583.00	\$ 72,399.75

TOTAL AMOUNT DUE

\$15,728.15

\$29,923.05

\$13,968.85

\$24,283.65

\$19,764.90

\$15,511.25

\$20,994.00

\$16,475.25

\$35,333.50

\$191,982.60

Attachment B2

Email fwd MUD 222

From: Shawna Esquivel <sesquivel@sienviro.com>
Sent: Tuesday, May 16, 2023 7:46 PM
To: Samuel Johnson; Whitney Aelmore
Subject: Fwd: MUD 222
Attachments: scan_mtapia_2023-05-16-14-01-49.pdf; Sec_40_80.
___Water_and_sewer_service_fees_for_nonresident_customers.docx

External to CR

Good Morning,

Here is the response from the City of Fulshear and the back up stating the rates to be charged to M222 is 1 1/2 times the rates.

Regards,
Shawna Esquivel
Manager, Customer Billing & Audit | Si Environmental, LLC.
6420 Reading Road | Rosenberg, TX 77471
Office: 832-490-1553 Cell: 832-488-3328
Email: sesquivel@sienviro.com | Web: www.sienviro.com

SiEnviro
Si Environmental, LLC

----- Forwarded message -----

From: Maribel Tapia <mtapia@fulsheartexas.gov>
Date: Tue, May 16, 2023 at 3:03 PM
Subject: RE: MUD 222
To: Shawna Esquivel <sesquivel@sienviro.com>
Cc: Lance Hall <lhall@fulsheartexas.gov>, Whitney Aelmore <waelmore@sienviro.com>, Letty Cortez <lcortez@sienviro.com>, Tiffany Fields <tfields@fulsheartexas.gov>

Shawna,


MUD222 is considered wholesale because you are outside the city limit. Please find attached the part of the contract that states your account is wholesale and our ordinance that states how to bill for wholesale water.




Maribel Tapia


Utility Services Supervisor

City of Fulshear

 [281-346-1796](tel:281-346-1796)

 mtapia@fulsheartexas.gov

 www.fulsheartexas.gov

 6611 W Cross Creek Bend Lane, Fulshear, TX, 77441

Be advised that emails are subject to the Texas Public Information Act. City emails should not be considered confidential.

From: Shawna Esquivel <sesquivel@sienviro.com>

Sent: Tuesday, May 9, 2023 3:54 PM

To: Maribel Tapia <mtapia@fulsheartexas.gov>

Cc: Lance Hall <lhall@fulsheartexas.gov>; Shawna Esquivel <sesquivel@sienv.com>; Whitney Aelmore <waelmore@sienviro.com>; Letty Cortez <lcortez@sienviro.com>

Subject: Re: MUD 222

Good Afternoon Maribel,

Before reviewing the back billing, I reviewed the agreement once again to ensure the rates were 1.5 times the City's rate. I don't find this in the agreement. I remember the verbal conversation about it but I don't find it in the agreement. I'm reading 3.05 of the agreement. I may be reading in the

wrong place. Can you point me to the correct area in the agreement that states the billing should be 1.5 times the City's rate?

Also, the agreement states the rates should be wholesale rates. Are the water rates attached wholesale rates? They are not labeled as such.

Please advise so I can start reviewing the back billing invoices.

Regards,

Shawna Esquivel
Manager, Customer Billing & Audit | Si Environmental, LLC.

6420 Reading Road | Rosenberg, TX 77471

Office: 832-490-1553 Cell: 832-488-3328

Email: sesquivel@sienviro.com | Web: www.sienviro.com



On Tue, Apr 25, 2023 at 2:08 PM Maribel Tapia <mtapia@fulsheartexas.gov> wrote:

Hello Shawna,

Per our conversation, please find attached current water rates and the new rates that were adopted on September, 2022. The rates will go into effect on the June bill. Please let me know if you have any questions.



Maribel Tapia

Utility Services Supervisor

City of Fulshear



281-346-1796



mtapia@fulsheartexas.gov



www.fulsheartexas.gov



6611 W Cross Creek Bend Lane, Fulshear, TX, 77441

Be advised that emails are subject to the Texas Public Information Act. City emails should not be considered confidential.

Section 3.05 Charges for City Services.

(a) If any portion of the water facilities, wastewater facilities, or both, of the District are connected to the water facilities, wastewater facilities, or both, of the City, then prior to the initiation of such service(s) the District and the City shall agree upon the rates to be charged the District for such service, which rates shall be equal to the rates for wholesale service being provided to other similarly situated wholesale customers of the City plus any applicable groundwater reduction plan fees, other regulatory assessments, any fee imposed by the Authority or other governmental entity or contractual arrangement. The fees to be charged by the City shall be calculated per increments of 1,000 gallons of water delivered by the City to the District and per increments of 1,000 gallons of wastewater discharged from the District's wastewater collection system into the Sanitary Sewer Treatment Plant. In order to allow an accurate calculation of such fee, all connections of the District's water and wastewater lines to the City's Plants shall include meters to be constructed, installed and maintained by the District at the Point of Interconnection at its sole cost. The City acknowledges that such wholesale fees shall be subject to review by the Public Utility Commission.

(b) The District shall adjust the rates billed to its customers from time to time as required to provide for the payments set forth herein. In order to facilitate adjustment, the City shall provide the District with written notice of any applicable changes to City rates and such changes shall not apply to the District for a period of sixty (60) days following the District's receipt of such notice.

Section 3.06 Water and Sewer Rates and Other Charges.

The District shall bill and collect from the customers within the District and shall be entitled to retain all revenues in excess of those to be paid to the City. Nothing in this Agreement shall be construed to limit the rights of the District to charge its customers in such additional amounts or at such different rates as the District deems appropriate; however, the District's water and sanitary sewer rates shall not be less than the City's in-city retail rate for such services unless prohibited by law.

Section 3.07 Maintenance of the System.

The City shall be responsible for maintaining, at its sole cost, (i) the Water Plants and (ii) the Sanitary Sewer Treatment Plants upon conveyance under Section 3.02 hereof. The District shall be responsible for maintaining, at its sole cost, the remainder of the System until, subject to the limitations, if any, which may be provided by law, (1) annexation by the City; (2) dissolution of the District; and (3) transfer of title to the System to the City, after which the City shall at all times maintain the System, or cause the same to be maintained, in good condition and working order and will operate the same, or cause the same to be operated, in an efficient and economical manner at a

Sec. 40-80. - Water and sewer service fees for nonresident customers.

The rates for water and sewer system services to be charged to customers located outside the city's corporate limits shall be 1½ times that charged to customers located inside the city's corporate limits. Such nonresident customer rates shall be calculated by multiplying the base rates heretofore approved by resolution of the city council and on file in the city secretary's office by 1½ times the rate charged to customers located inside the city's corporate limits.

(Ord. No. 05-930, § 2.16, 10-19-2005)

DIVISION 3. - RATES, CHARGES, FEES

Sec. 40-104. - Purpose.

The purpose of this division is to create an omnibus rate and fee order that encourages water conservation, rate equity for property owners and fiscal responsibility for the enterprise fund while developing a structure conducive for future development.

(Ord. No. 2012-1084, § 1.0, 11-1-2011)

Sec. 40-105. - Residential rates and fees.

The rates for water and wastewater services charged by the city for residential accounts/customers are on file in the city secretary's office.

(Ord. No. 2012-1084, § 3.0, 11-1-2011; Ord. No. 2013-1126, § 3.0, 12-17-2013)

Sec. 40-106. - Commercial rates and fees.

The rates for water and wastewater services charged by the city for commercial accounts/customers are on file in the city secretary's office.

(Ord. No. 2012-1084, §§ 4.0, 5.0, 11-1-2011; Ord. No. 2013-1126, § 4.0, 12-17-2013)

Sec. 40-107. - Tampering illegal.

All water meters, whether privately owned or belonging to the water system, shall be set only by authorized representatives of the city. No person other than authorized representatives of the city may remove, repair, attempt to repair, interfere with or tamper with any water meter in any manner.

(Ord. No. 2012-1084, § 6.0, 11-1-2011)

Sec. 40-108. - Violation and penalty.

Any person violating the provisions of this division is guilty of a Class "C" misdemeanor and, upon conviction, shall be fined as provided in section 1-17 for each offense. Each day a person violates the provisions of this division shall be considered a separate offense.

(Ord. No. 2012-1084, § 7.0, 11-1-2011)

Sec. 40-109. - Fee for online payments.

The following fee is hereby adopted to offset the city's costs for providing the convenience service of making online payments: The fee charged for the convenience of making online payments shall be three percent of the actual total transaction cost.

(Ord. No. 2013-1123, § 3, 11-19-2013)

Secs. 40-110—40-133. - Reserved.

Attachment B3

Email re: MUD 222 Wholesale Water Rates

From: Byron Brown <bbrown@fulsheartexas.gov>
Sent: Friday, June 2, 2023 2:02 PM
To: Samuel Johnson
Cc: Austin Brauel; Joshua Green; Sharon Valiante
Subject: RE: MUD 222 Wholesale Water Rates

External to CR

Samuel,

In the absence of an agreement for wholesale water rates as contemplated by Section 3.05 of the Utility Agreement, the City must charge the rate for service outside of the city limits set by Section 40-80 of the City's Code, which states:

"The rates for water and sewer system services to be charged to customers located outside the city's corporate limits shall be 1½ times that charged to customers located inside the city's corporate limits. Such nonresident customer rates shall be calculated by multiplying the base rates heretofore approved by resolution of the city council and on file in the city secretary's office by 1½ times the rate charged to customers located inside the city's corporate limits."


We recognize that the Utility Agreement contemplates an agreement on the wholesale rate and are open to discussing an agreement. We presume the City's wholesale water rate is less than the retail rate that the MUD charges to its customers, but the City's wholesale rate is generally greater than the City's retail rate in part because the customers outside of the city limits do not pay the ad valorem taxes for maintenance and operation of the City's systems.


Thank you,





Byron L. Brown

City Attorney
City of Fulshear

 [281-346-1796 ext. 1201](tel:281-346-1796)

 bbrown@fulsheartexas.gov

 www.fulsheartexas.gov

 6611 W Cross Creek Bend Lane, Fulshear, TX, 77441

IMPORTANT/CONFIDENTIAL: This email message and any attachments hereto are intended only for use by the addressee(s) named herein and may contain information which is legally privileged, confidential and/or exempt from disclosure under applicable law. If you are not the intended recipient of this email message, you are hereby notified that any dissemination, distribution or copying of this email message, and/or any attachments hereto, is strictly prohibited. If you have received this email message in error, please immediately notify me by telephone.

From: Samuel Johnson <sjohnson@coatsrose.com>
Sent: Thursday, June 1, 2023 10:48 AM
To: Byron Brown <bbrown@fulsheartexas.gov>

Cc: Austin Brauel <ABrauel@drhorton.com>
Subject: FW: MUD 222 Wholesale Water Rates

Byron,

I am holding out hope that this is an honest mistake but will need a response by Tuesday of next week. Could you confirm as soon as you are able?

Thank you,

Samuel L. Johnson
Director

COAT'S | ROSE
A PROFESSIONAL CORPORATION

9 Greenway Plaza Suite 1000
Houston, Texas 77046
Direct: 713-653-5722 Fax: 1-713-651-0220
sjohnson@coatsrose.com
www.coatsrose.com

From: Samuel Johnson
Sent: Wednesday, May 24, 2023 8:14 AM
To: Byron Brown <bbrown@fulsheartexas.gov>
Cc: Austin Brauel <ABrauel@drhorton.com>
Subject: FW: MUD 222 Wholesale Water Rates

Byron,

Fulshear's billing department has invoiced MUD 222 for water at 1.5x the retail rate for in-city customers (citing the out-of-city retail rate). Could you confirm if this is a mistake?

The Utility Agreement provides the District and City shall agree upon the rates to be charged, which has not occurred. Also, per our agreement, the District is to be charged rates for wholesale service (not retail). Wholesale rates are almost always less than retail for many reasons. I would think this is especially true when the wholesale customer is paying for the construction of the water plants necessary to deliver the water.

Please confirm if this is an error.

Thank you,

Samuel L. Johnson
Director

COAT'S | ROSE
A PROFESSIONAL CORPORATION

9 Greenway Plaza Suite 1000
Houston, Texas 77046
Direct: 713-653-5722 Fax: 1-713-651-0220
sjohnson@coatsrose.com
www.coatsrose.com

This e-mail and/or attachment is for the sole use of the intended recipient(s) and may contain confidential and/or legally privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

Attachment C

Protested Rate Information

Attachment C1

Sec.40 80.Water and sewer service fees for nonresident customers

Sec. 40-80. - Water and sewer service fees for nonresident customers.

The rates for water and sewer system services to be charged to customers located outside the city's corporate limits shall be 1½ times that charged to customers located inside the city's corporate limits. Such nonresident customer rates shall be calculated by multiplying the base rates heretofore approved by resolution of the city council and on file in the city secretary's office by 1½ times the rate charged to customers located inside the city's corporate limits.

(Ord. No. 05-930, § 2.16, 10-19-2005)

DIVISION 3. - RATES, CHARGES, FEES

Sec. 40-104. - Purpose.

The purpose of this division is to create an omnibus rate and fee order that encourages water conservation, rate equity for property owners and fiscal responsibility for the enterprise fund while developing a structure conducive for future development.

(Ord. No. 2012-1084, § 1.0, 11-1-2011)

Sec. 40-105. - Residential rates and fees.

The rates for water and wastewater services charged by the city for residential accounts/customers are on file in the city secretary's office.

(Ord. No. 2012-1084, § 3.0, 11-1-2011; Ord. No. 2013-1126, § 3.0, 12-17-2013)

Sec. 40-106. - Commercial rates and fees.

The rates for water and wastewater services charged by the city for commercial accounts/customers are on file in the city secretary's office.

(Ord. No. 2012-1084, §§ 4.0, 5.0, 11-1-2011; Ord. No. 2013-1126, § 4.0, 12-17-2013)

Sec. 40-107. - Tampering illegal.

All water meters, whether privately owned or belonging to the water system, shall be set only by authorized representatives of the city. No person other than authorized representatives of the city may remove, repair, attempt to repair, interfere with or tamper with any water meter in any manner.

(Ord. No. 2012-1084, § 6.0, 11-1-2011)

Sec. 40-108. - Violation and penalty.

Any person violating the provisions of this division is guilty of a Class "C" misdemeanor and, upon conviction, shall be fined as provided in section 1-17 for each offense. Each day a person violates the provisions of this division shall be considered a separate offense.

(Ord. No. 2012-1084, § 7.0, 11-1-2011)

Sec. 40-109. - Fee for online payments.

The following fee is hereby adopted to offset the city's costs for providing the convenience service of making online payments: The fee charged for the convenience of making online payments shall be three percent of the actual total transaction cost.

(Ord. No. 2013-1123, § 3, 11-19-2013)

Secs. 40-110—40-133. - Reserved.

Attachment C2

ORDINANCE NO. 2019-1311 (Consolidating Rates for Water and Wastewater Services)

ORDINANCE NO. 2019-1311

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS CONSOLIDATING ALL RATES AND FEES CHARGED FOR WATER AND WASTE WATER SERVICES; REVISING CHARGES FOR METER INSTALLATION; CREATING PENALTIES FOR TAMPERING; REPEALING ALL PREVIOUS ORDINANCES, PROVIDING FOR SEVERABILITY AND SETTING AN EFFECTIVE DATE.

WHEREAS, it the City Council of the City of Fulshear, Texas, previously developed an omnibus rate and fee order to allow the Enterprise Fund to rely on its own revenues for operations rather than requiring a subsidy from the General Fund, thus making the rates more equitable to property owners within the jurisdiction; and

WHEREAS, the City Council of the City of Fulshear, Texas, now wishes to amend the omnibus rate and fee order; and

WHEREAS, the City Council of the City of Fulshear, Texas, believes that the rate structure contained herein will best achieve the City's financial goals;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS:

SECTION 1.0 PURPOSE: The purpose of this Ordinance is to amend the omnibus rate and fee order that encourages water conservation, rate equity for property owners and fiscal responsibility for the Enterprise Fund while developing a structure conducive for future development.

SECTION 2.0 REPEALED: All prior Ordinances defining Rates and Fees for Water and Waste Water Services are hereby repealed.

SECTION 3.0 RATES AND FEES: The Charts below detail the adopted Rates for Water and Waste Water Services to be charged by the City of Fulshear.

[remainder of this page intentionally left blank]

Ordinance Rate Sheet

Base Rate per Meter Size

Meter Type/Size	Residential	Commercial	Irrigation
5/8 & 3/4	\$ 5.50	\$ 5.50	\$ 5.50
1	\$ 5.50	\$ 5.50	\$ 5.50
1 1/2	\$ 5.50	\$ 5.50	\$ 5.50
2	\$ 8.80	\$ 8.80	\$ 8.80
3	\$ 16.50	\$ 16.50	\$ 16.50
4	\$ 27.50	\$ 27.50	\$ 27.50
6	\$ 55.00	\$ 55.00	\$ 55.00
8	\$ 88.00	\$ 88.00	\$ 88.00
10	\$ 126.50	\$ 126.50	\$ 126.50

Vol. Rate Scale	Consumption	Residential	Commercial	Irrigation
Water Base	0 - 5000	\$5.50	\$5.50	\$5.50
Tier 1	5k-10k	\$2.00	\$2.00	\$2.00
Tier 2	10k - 20k	\$3.00	\$3.00	\$3.00
Tier 3	20k - 30k	\$4.00	\$4.00	\$4.00
Tier 4	30+	\$5.00	\$5.00	\$5.00
Tier 5				
Tier 6				
Sewer Base	0 - 5000	\$5.50	\$5.50	-
Tier 1	5k-10k	\$2.00	\$2.00	-
Tier 2	10k - 20k	\$3.00	\$3.00	-
Tier 3	20k - 30k	\$4.00	\$4.00	-
Tier 4	30+	\$5.00	\$5.00	-
Tier 5				
Tier 6				

SECTION 6.0 SEVERABILITY CLAUSE: That if any provision, word, sentence, paragraph, clause, phrase or section of this Ordinance or its application to any person or circumstances is adjudged or held invalid, void or unconstitutional, the invalid, void or unconstitutional portion shall not affect the validity of the remaining portions of this ordinance which shall remain in full force and effect.

SECTION 7.0 REPEALING CLAUSE: All provisions in conflict with the provisions of this Ordinance shall be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 8.0 EFFECTIVE DATE: This Ordinance shall be effective and in full force when published as required by law.

SECTION 9.0 PUBLICATION: The City Secretary is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.

PASSED, APPROVED, and ADOPTED this, the 24th day of October, 2019.

ATTEST:





Aaron Groff, Mayor



Kimberly Kopecky, City Secretary

Attachment C3

ORDINANCE NO. 2022-1387 (Rates for Water Wastewater)

ORDINANCE NO. 2022-1387

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS CONSOLIDATING ALL RATES AND FEES CHARGED FOR WATER AND WASTE WATER SERVICES; REPEALING ALL PREVIOUS CONFLICTING ORDINANCES, PROVIDING FOR SEVERABILITY AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Fulshear, Texas, previously developed an omnibus rate and fee order to allow the Enterprise Fund to rely on its own revenues for operations rather than requiring a subsidy from the General Fund, thus making the rates more equitable to property owners within the jurisdiction; and

WHEREAS, the City Council of the City of Fulshear, Texas, now wishes to amend the omnibus rate and fee order; and

WHEREAS, the City Council of the City of Fulshear, Texas, believes that the rate structure contained herein will best achieve the City's financial goals;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS:

SECTION 1.0 PURPOSE: The purpose of this Ordinance is to amend the omnibus rate and fee order that encourages water conservation, rate equity for property owners and fiscal responsibility for the Enterprise Fund while developing a structure conducive for future development.

SECTION 2.0 REPEALED: All prior Ordinances defining Rates and Fees for Water and Waste Water Services are hereby repealed.

SECTION 3.0 RATES AND FEES: The City Council hereby adopts the Ordinance Rate Sheet attached hereto as **Exhibit A**, setting forth the Rates for Water and Waste Water Services to be charged by the City of Fulshear effective for the monthly billing cycle commencing on or after January 1, 2023, and ending before the monthly billing cycle commencing on or after January 1, 2024. The City Council hereby adopts the Ordinance Rate Sheet attached hereto as **Exhibit B**, setting forth the Rates for Water and Wastewater to be charged by the City of Fulshear effective for the monthly billing cycle commencing on or after January 1, 2024, and continuing indefinitely thereafter. Such rates shall be exclusive of any fee imposed by the North Fort Bend Water Authority or any successor entity.

SECTION 4.0 SEVERABILITY CLAUSE: That if any provision, word, sentence, paragraph, clause, phrase or section of this Ordinance or its application to any person or circumstances is adjudged or held invalid, void or unconstitutional, the invalid, void or

unconstitutional portion shall not affect the validity of the remaining portions of this ordinance which shall remain in full force and effect.

SECTION 5.0 REPEALING CLAUSE: All provisions in conflict with the provisions of this Ordinance shall be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 6.0 EFFECTIVE DATE:

This ordinance and the rates herein adopted shall become effective for monthly billing cycles commencing on or after January 1, 2023, and in full force when published as required by law.

SECTION 7.0 PUBLICATION: The City Secretary is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.

PASSED, APPROVED, and ADOPTED this, the __20__ th day of September 2022.



ATTEST:

Aaron Groff, Mayor

Kimberly Kopecky, City Secretary

EXHIBIT A
ORDINANCE RATE SHEET

(Option A – Based on 100% Max Allowable Impact Fee)

Base Fee - Water	Residential	Commercial	Irrigation
5/8" Meter	\$ 13.44	\$ 13.44	\$ 13.44
3/4" Meter	\$ 13.44	\$ 13.44	\$ 13.44
1" Meter	\$ 13.44	\$ 13.44	\$ 13.44
1.5" Meter	\$ 26.04	\$ 26.04	\$ 26.04
2" Meter	\$ 47.04	\$ 47.04	\$ 47.04
3" Meter	\$ 72.24	\$ 72.24	\$ 72.24
4" Meter	\$ 139.43	\$ 139.43	\$ 139.43
6" Meter	\$ 215.03	\$ 215.03	\$ 215.03
8" Meter	\$ 425.02	\$ 425.02	\$ 425.02
10" Meter	\$ 677.00	\$ 677.00	\$ 677.00

Volumetric Rates	Residential	Commercial	Irrigation
0-5000	\$ -	\$ -	\$ -
5,001-10,000	\$ 2.77	\$ 2.77	\$ 2.77
10,001-15,000	\$ 3.77	\$ 3.77	\$ 3.77
15,001-20,000	\$ 3.77	\$ 3.77	\$ 3.77
20,001-25,000	\$ 4.77	\$ 4.77	\$ 4.77
25,001-30,000	\$ 4.77	\$ 4.77	\$ 4.77
30,001-35,000	\$ 5.77	\$ 5.77	\$ 5.77
35,001-40,000	\$ 5.77	\$ 5.77	\$ 5.77
40,001-45,000	\$ 5.77	\$ 5.77	\$ 5.77
45,001-50,000	\$ 5.77	\$ 5.77	\$ 5.77
Above 50,001	\$ 5.77	\$ 5.77	\$ 5.77

Wastewater Rates	Residential	Commercial	Irrigation
Base Charge (Includes 5,000 Gallons)	\$ 8.83	\$ 8.83	-
Volumetric Rate per 1,000 gallons	\$ 8.56	\$ 8.56	-

EXHIBIT B
ORDINANCE RATE SHEET

(Option A – Based on 100% Max Allowable Impact Fee)

Base Fee - Water	Residential	Commercial	Irrigation
5/8" Meter	\$ 13.44	\$ 13.44	\$ 13.44
3/4" Meter	\$ 13.44	\$ 13.44	\$ 13.44
1" Meter	\$ 13.44	\$ 13.44	\$ 13.44
1.5" Meter	\$ 26.04	\$ 26.04	\$ 26.04
2" Meter	\$ 47.04	\$ 47.04	\$ 47.04
3" Meter	\$ 72.24	\$ 72.24	\$ 72.24
4" Meter	\$ 139.43	\$ 139.43	\$ 139.43
6" Meter	\$ 215.03	\$ 215.03	\$ 215.03
8" Meter	\$ 425.02	\$ 425.02	\$ 425.02
10" Meter	\$ 677.00	\$ 677.00	\$ 677.00

Volumetric Rates	Residential	Commercial	Irrigation
0-5000	\$ -	\$ -	\$ -
5,001-10,000	\$ 2.77	\$ 2.77	\$ 2.77
10,001-15,000	\$ 3.77	\$ 3.77	\$ 3.77
15,001-20,000	\$ 3.77	\$ 3.77	\$ 3.77
20,001-25,000	\$ 4.77	\$ 4.77	\$ 4.77
25,001-30,000	\$ 4.77	\$ 4.77	\$ 4.77
30,001-35,000	\$ 5.77	\$ 5.77	\$ 5.77
35,001-40,000	\$ 5.77	\$ 5.77	\$ 5.77
40,001-45,000	\$ 5.77	\$ 5.77	\$ 5.77
45,001-50,000	\$ 5.77	\$ 5.77	\$ 5.77
Above 50,001	\$ 5.77	\$ 5.77	\$ 5.77

Wastewater Rates	Residential	Commercial	Irrigation
Base Charge (Includes 5,000 Gallons)	\$ 17.07	\$ 17.07	-
Volumetric Rate over 1,000 gallons	\$ 8.56	\$ 8.56	-

Attachment C4

MUD 222 March 2023 Invoice



City of Fulshear
Utility Services Dept.

Date: 4/26/23
Invoice#: 3252023

To: MUD 222
6420 Reading Rd
Rosenberg, TX 77471

Revenue Code - 500-44108

Qty	Description	Amount Due
1.00	Water Consumption from February 25, 2022 through March 25, 2022 2930,000 gallons of water	\$ 35,333.50
	Begin read 12982	\$ -
	End read 15912	\$ -
		\$ -
		\$ -
	COF WATER CHARGES \$10,264.50	\$ -
	NFBWA USAGE FEE \$6,210.75	\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
1.00	Deposit	\$ -
Total Due		\$ 35,333.50

NET 30

Make checks payable to City of Fulshear
Return to: City of Fulshear Utility Services Dept.
PO Box 1134
Fulshear, TX. 77441
281-346-8830

Attachment C5

Utility Billing Calculator – March 2023 Invoice

City of Fulshear, Texas
Quick Utility Billing Calculator

WATER/SEWER SERVICE

Number of units utilizing water meter connection	1
Billing cycle beginning read date	2/25/2023
Billing cycle ending read date	3/25/2023
Number of days in billing period	28
If consumer connected and/or disconnected service during billing cycle, enter:	
Connection read date	
Disconnection read date	
Number of actual service days	28
Meter size (Enter size code from chart on right.)	h
Water consumed during billing period	2,930 thousand gallons (e.g., 25 = 25,000 gallons)

Size Code	Meter Size	Rate		
A	¾-inch	\$ 5.50		
B	1-inch	\$ 5.50		
C	1½-inch	\$ 5.50		
D	2-inch	\$ 8.80		
E	3-inch	\$ 16.50		
F	4-inch	\$ 27.50		
G	6-inch	\$ 55.00		
H	8-inch	\$ 88.00	x1.5	\$132
I	10-inch	\$ 126.50		

	RATE	CONSUMPTION	CHARGE
Fixed charge (based on meter size)			\$ 132.00
First 5,000 gallons (per thousand gallons)	\$ -	5.0 thousand 2,925.0	\$ -
Next 5,000 gallons (per thousand gallons)	\$ 3.00	5.0 thousand 2,920.0	\$ 15.00
Next 10,000 gallons (per thousand gallons)	\$ 4.50	10.0 thousand 2,910.0	\$ 45.00
Next 10,000 gallons (per thousand gallons)	\$ 6.00	10.0 thousand 2,900.0	\$ 60.00
Over 30,000 gallons (per thousand gallons)	\$ 7.50	2,900.0 thousand	\$ 21,750.00
WATER TOTAL		2,930.0 thousand	\$ 22,002.00
NFBWA USAGE FEE (per thousand gallons)	\$ 4.55	2,930.0 thousand	\$ 13,331.50
TOTALS			\$ 35,333.50

Attachment D

City Consent Requiring Water Purchase Documentation

Attachment D1

City of Fulshear Resolution 2020-496



CERTIFICATION OF PUBLIC RECORD

STATE OF TEXAS
COUNTY OF FORT BEND
CITY OF FULSHEAR

I, the undersigned authority, Assistant City Secretary of the City of Fulshear, Texas, do hereby certify that the attached and foregoing is a true and correct copy of the original Resolution NO. 2020-496 passed and adopted on December 08, 2020 by the City Council of Fulshear, Texas, and kept by the City Secretary's office of the City of Fulshear, Texas.

GIVEN UNDER MY HAND AND THE OFFICIAL SEAL OF THE CITY OF FULSHEAR, TEXAS, THIS 25th day of October 2021.

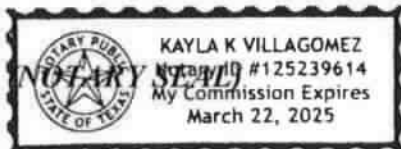
SEAL




Mariela Rodriguez/Assistant City Secretary

THE STATE OF TEXAS
COUNTY OF FORT BEND

This instrument was acknowledged before me on the 25th day of October, 2021, by Mariela Rodriguez, Assistant City Secretary of the CITY OF FULSHEAR, TEXAS, a Texas Home-Rule City, on behalf of said City.




Notary Public, State of Texas

RESOLUTION NO. 2020-496

A RESOLUTION OF THE CITY OF FULSHEAR, TEXAS, CONSENTING TO THE CREATION OF FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 222 AND IMPOSING CONDITIONS ON SAME.

* * * * *

WHEREAS, the City of Fulshear, Texas (the "City") received the Petition for Consent to Creation of a Municipal Utility District ("Petition") of RAELYNN FRANZ, Trustee of the F,H, & L 2012 Trust U/T/A dated December 21, 2012, RAYMOND DALE FRANZ, Trustee of the RDF Trust U/T/A dated December 21, 2012, KEVIN SCOTT FRANZ, Trustee of the BMM Trust U/T/A dated December 21, 2012, and KELLI JEAN FRANZ SPILMAN, Trustee of the KJFS Trust U/T/A dated December 21, 2012 (collectively, "Petitioner"), attached hereto as **Exhibit A**; and

WHEREAS, the Petition seeks the City's approval of the creation of Fort Bend County Municipal Utility District No. 222 (the "District") over that certain 1,309.2-acre tract of land described therein (the "Land"), the same being wholly located within the extraterritorial jurisdiction ("ETJ") of the City; and

WHEREAS, section 54.016 of the Texas Water Code and section 42.042 of the Texas Local Government Code provide that land located in the ETJ of the City may not be included in the District unless the City Council of the City of Fulshear, Texas (the "City Council") gives its written consent in accordance with section 54.016 of the Texas Water Code; and

WHEREAS, section 54.016 of the Texas Water Code provides that the City Council may, in its written consent, provide for certain conditions or restrictions on the District; and

WHEREAS, the City Council desires to give its consent to the addition of the Land to the District; and

WHEREAS, the City Council desires to place certain conditions or restrictions on the District in giving such consent;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS:

Section 1. That the facts set out in the preamble are true and correct and are incorporated herein for all purposes.


Section 2. That the City Council hereby gives its written consent to the creation of the District and the inclusion of the Land within the District, subject to the conditions or restrictions provided for herein.

Section 3. That in giving its consent, the City Council hereby places the following conditions or restrictions on the District:

- (a) Before commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the City of Fulshear, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage, and road facilities and related improvements to serve the District and obtain the approval of such plans and specifications therefrom. Prior to the construction of any water, sanitary sewer, drainage or road facilities within or by the District, the District or its engineer will give written notice to the City, stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer, drainage and road facilities will be in accordance with the approved plans and specifications, and with applicable standards and specifications of the City of Fulshear; and during the progress of the construction and installation of such facilities, the City, or representative thereof, may make periodic on-the-ground inspections. After construction, the District will deliver to the City a final copy of all "as-builts" and the project description in the geographic information system.
- (b) The City's consent to creation of the District is conditioned upon Petitioners entering into a Development Agreement with the City concerning a majority of the Land pursuant to Texas Local Government Code 212.172.

Section 4. In no way is this Resolution considered an "allocation agreement" between the District and the City, as provided under Texas Water Code Section 54.016.

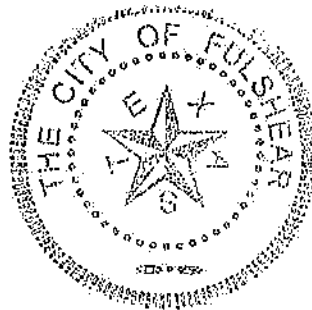
PASSED, APPROVED, and ADOPTED on the 6 day of December 2020.



Aaron Groff, Mayor

ATTEST:


~~Kimberly Kopecky, City Secretary~~
Mariela Rodriguez, Assistant City Secretary



Attachment D2

Development Agreement (Recorded) City of Fulshear (2020) 17302



DEVELOPMENT AGREEMENT

BETWEEN AND AMONG THE CITY OF FULSHEAR, TEXAS;

RAELYNN FRANZ, Trustee of the F,H, & L 2012 Trust U/T/A dated December 21, 2012; RAYMOND DALE FRANZ, Trustee of the RDF Trust U/T/A dated December 21, 2012; KEVIN SCOTT FRANZ, Trustee of the BAMB Trust U/T/A dated December 21, 2012; and KELLI JEAN FRANZ SPILMAN, Trustee of the KJFS Trust U/T/A dated December 21, 2012; AND D.R. HORTON-TEXAS, LTD., a Texas limited partnership

This Development Agreement (the "Agreement") is made and entered into as of December 18, 2020, by THE CITY OF FULSHEAR, TEXAS (the "City"), a home rule municipality in Fort Bend County, Texas, acting by and through its governing body the City Council of Fulshear, Texas; RAELYNN FRANZ, Trustee of the F,H, & L 2012 Trust U/T/A dated December 21, 2012, RAYMOND DALE FRANZ, Trustee of the RDF Trust U/T/A dated December 21, 2012, KEVIN SCOTT FRANZ, Trustee of the BAMB Trust U/T/A dated December 21, 2012, and KELLI JEAN FRANZ SPILMAN, Trustee of the KJFS Trust U/T/A dated December 21, 2012, the current owners of the hereinafter defined Property (collectively, the "Owners"); and D.R. HORTON-TEXAS, LTD., a Texas limited partnership ("Horton").

RECITALS

Owners own the approximately 1,293.22 acres described in the attached Exhibits "A-1" and "A-2" (collectively the "Property") which is located wholly within the extra-territorial jurisdiction of the City. Horton has contracted to purchase the approximately 1,185.76 acres described in the attached Exhibit "A-1" ("Horton Tract") and desires to develop a high quality single-family residential community within the portion of the Property it is purchasing.

Owners are retaining approximately 107.46 acres described in Exhibit "A-2" for future development or sale ("Owners Residual Tract").

All of the Property is located within Fort Bend County Municipal Utility District No. 222 (the "District") a municipal utility district created for the purpose of furnishing water, sanitary sewer, drainage services, roads, and park and recreational facilities to the area within its boundaries.

Development of the Property requires an agreement providing for long-term foreseeability in regulatory requirements and development standards by the City regarding the Property.

City, Owners and Horton agree that the development of the Property can best proceed pursuant to a single development agreement.

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

City, Owners and Horton are authorized to enter into this Agreement pursuant to Section 212.172 of the Texas Local Government Code (the "Act"). City, Owners and Horton 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, City, Owners and Horton agree as follows:

ARTICLE I DEFINITIONS

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

Builder Fees means the fees charged by the City to a single-family homebuilder or builder of multi-family/commercial buildings (including government buildings) pursuant to Section 3.05 hereof.

City means the City of Fulshear, Texas.

City Building Code means the uniform building, fire, electrical, plumbing, and mechanical codes adopted by the City, if any, including any amendments, deletions, or additions thereto, whether now or in the future, and as may be updated from time to time by the City.

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

Comprehensive Plan means City Ordinance No. 2014-1135, as amended on or before the Effective Date and not including any future amendments or changes.

County means Fort Bend County, Texas.

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

Developer means Owners or Horton individually. *Developers* means Owners and Horton collectively.

Development Ordinance or CDO means City Ordinance No. 2020-1331, Chapter 28, Coordinated Development Ordinance ("CDO") as such ordinance reads on the Effective Date, and not including any future amendments or changes.

District means Fort Bend County Municipal Utility District No. 222 and any municipal utility district created by the division thereof pursuant to its Enabling Legislation.

Enabling Legislation means Chapter 8076 Special District Local Laws Code.

End-Buyer means any owner, tenant, user or occupant of any lot, regardless of proposed use, for which a final plat has been approved by the City and recorded in the County real property records.

ETJ means the extraterritorial jurisdiction of the City.

General Plan means the plan for development of the Property, a copy of which is attached to this Agreement as Exhibit B, as it may be revised from time to time in accordance with Section 2.02.

Horton means D.R. HORTON-TEXAS, LTD., a Texas limited partnership, or any affiliate thereof, specifically including D.R. Horton, Inc., a Delaware corporation, and Forestar Group, Inc.

Major Thoroughfare Plan means the City's Ordinance No. 2020-1329, and not including any future amendments or changes.

Outdoor Lighting Ordinance means Division III-5 of the CDO, and not including any future amendments or changes; provided, however, Developer may elect to have such future amendments or changes apply to development of the Property in its sole discretion.

Owners means RAELYNN FRANZ, Trustee of the F,H, & L 2012 Trust U/T/A dated December 21, 2012, RAYMOND DALE FRANZ, Trustee of the RDF Trust U/T/A dated December 21, 2012, KEVIN SCOTT FRANZ, Trustee of the BAMB Trust U/T/A dated December 21, 2012, and KELLI JEAN FRANZ SPILMAN, Trustee of the KJFS Trust U/T/A dated December 21, 2012.

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

Planning Commission means the Planning Commission of the City.

Property means the approximately 1,285.0 acres described on Exhibits "A-1" ("Horton Tract") and "A-2" ("Owners Residual Tract").

Sign Ordinance means Division III-4 of the CDO and not including any future amendments or changes; provided, however, Developer may elect to have such future amendments apply to development of the Property in its sole discretion.

Substantial Development Activities means the subdivision of the Property or any portion thereof requiring a plat under the Development Ordinance with the intent to sell to an End-Buyer or the construction of any improvements including but not limited to water, sewer, drainage facilities, parks and recreation facilities, or roads.

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

Utility Agreement means the Water and Wastewater Facilities Agreement of even date herewith between the City, Owners and Horton on behalf of the District.

Utility Inspection Fees means the 0.75% fee the City charges for inspecting the System, roads, pavement, detention ponds or drainage channels pursuant to Section 3.04(c) hereof.

ARTICLE II GENERAL PLAN AND PLATTING

Section 2.01 Introduction. The Property is to be developed as a master-planned single-family residential community, including portions developed for commercial/retail and multi-family uses. The land uses within the Property shall be typical of a master-planned single-family residential development with accompanying commercial/retail and multi-family uses.

Section 2.02 General Plan and Amendments.

(a) The City and Developers acknowledge that the attached General Plan is the preliminary plan for the development of the Property. The parties acknowledge and agree that the General Plan will be revised and refined by Developers as Developers continue their investigation of and planning for the Property and prepare a feasible and detailed plan for development of the Property, provided that in no case shall the General Plan be revised or refined to contradict any of the requirements of this Agreement or subsequently approved variances, and provided that no revision or refinement to the General Plan shall limit or otherwise affect any right or obligation of either of the Developers or the City pursuant to this Agreement until such revision or refinement is approved by the City and the applicable Developer. The City approves

the General Plan in the form attached hereto, and finds it generally consistent with the applicable provisions of the Development Ordinance as well as the City's Comprehensive Plan and Major Thoroughfare Plan. Developers agree that any change in density that require approval of the City under Section 3.02 below must be reflected in an amended General Plan that is subject to approval by the City, and any other material changes to the General Plan shall be provided to the City.

Section 2.03 Platting. Each Developer shall be required to plat any subdivision of the Property in accordance with this Section 2.03. The subdivision plat shall be subject to review and approval by the Planning Commission and City Council in accordance with those requirements and procedures and planning standards of the Development Ordinance applicable to the Property, including the variances granted herein and other variances that the City may approve from time to time, and this Agreement. So long as the plat meets the applicable requirements of the Development Ordinance, including the variances granted herein and other variances that the City may approve from time to time, and this Agreement (including any amendments or updated provisions of the Development Ordinance specifically allowed herein), the Planning Commission shall approve the plat within thirty (30) days after Developer files the plat with the City, and City Council shall approve the plat within thirty (30) days after the Planning Commission approves the plat. In the event of any conflict between the Development Ordinance and this Agreement, this Agreement shall control.

ARTICLE III

DESIGN AND CONSTRUCTION STANDARDS AND APPLICABLE ORDINANCES

Section 3.01 Regulatory Standards and Development Quality.

(a) One of the primary purposes of this Agreement is to provide for quality development of the Property and foreseeability as to the regulatory requirements applicable to the development of the Property throughout the development process. Feasibility of the development of the Property is dependent upon a predictable regulatory environment and stability in the projected land uses.

(b) By the terms of this Agreement, the City and Developers hereby establish development and design rules and regulations which will ensure a quality, unified development, yet afford Developers predictability of regulatory requirements throughout the term of this Agreement. Accordingly, the General Plan and guidelines established by this Agreement include density and land use regulations, a general land use plan, circulation and traffic patterns, a parks and recreation plan, subdivision regulations, public improvement regulations, private improvement regulations, and annexation restrictions. The City and Developers agree that any City ordinance heretofore or hereafter adopted (including the CDO), that addresses matters that are governed by this Agreement shall not be enforced by the City within the Property,

except for the provisions of the (i) Development Ordinance specifically incorporated by this Agreement, (ii) the Outdoor Lighting Ordinance, and (iii) the Sign Ordinance (subject to the provisions of Section 3.10 below) to the extent expressed in this Agreement (and subject to the agreed upon variances reflected in Exhibit "C"), and that the provisions of this Agreement otherwise govern development of the Property. Development of the Property will further be governed by the rules and regulations of the City in effect on the Effective Date hereof which are not in conflict with this Agreement and which, under general Texas law, are applicable in the City's ETJ (excluding application of the Act).

Section 3.02 Density.

(a) The parties agree that development of the Property shall be in accordance with the requirements of this Agreement and the General Plan. The number of single-family residential housing units within the Property shall not exceed three thousand seven hundred (3,700) units; provided, however, to allow Developers a certain amount of flexibility to respond to market conditions, the quantity of units may be increased to a different quantity than specified, subject to prior written notice by the applicable Developer to the City, so long as such variance does not increase the quantity set forth herein by more than 10% (i.e. 4,070).

(b) The Developers may develop commercial property without any limitation in the amount of commercial acreage.

(c) The number of multi-family units may not exceed 1,800; provided, however, to allow Developers a certain amount of flexibility to respond to market conditions, the quantity of units may be increased to a different quantity than specified, subject to prior written notice by the applicable Developer to the City, so long as such variance does not increase the quantity set forth herein by more than 20% (i.e. 2,160).

Section 3.03 Lot Size.

(a) The parties agree that traditional single-family residential lots located within the Property will average six thousand (6,000) square feet with a minimum forty-five (45) foot width requirement and a minimum one hundred twenty (120) foot length requirement (except knuckles, cul-de-sac and irregularly shaped lots), provided no more than 25% of the traditional single-family residential lots may be forty-five (45) feet in width. The minimum width requirement will apply at the building setback line.

(b) Developers may also construct non-traditional homes. Lots encompassing such non-traditional homes will not be included in the calculation of the

average 6,000 square foot requirement, the forty-five (45) foot width requirement, or Section 3.02 above, provided no more than 15% of the acreage within the Property shall encompass non-traditional homes. Non-traditional homes shall include duplexes, quadraplexes, zero lot line homes, townhouses, brownstones, patio homes, and any other type of home, other than a traditional single-family home, that may be approved as such by the City.

Section 3.04 Water/Wastewater/Drainage Services.

(a) The plan for the water distribution system; wastewater collection and treatment system; and stormwater control and drainage system to serve the Property shall be developed in accordance with the General Plan. Each Developer will make provisions for public water distribution, wastewater collection and treatment, and drainage services for its portion of the Property through public utility facilities to be provided by the District. The City may provide water and wastewater service to the Property in accordance with the Utility Agreement.

(b) Each Developer may enter into a reimbursement agreement with the District to seek reimbursement for the costs of the water, wastewater, and stormwater facilities referenced in this Section 3.04, as well as, to the extent allowed by law, roads, park and recreational facilities and other facilities and services to the extent allowed by law.

(c) The District shall not be obligated to apply for, pay for or obtain from the City any permit for construction of any portion of the System (as defined in the Utility Agreement), roads, pavement, detention ponds, or drainage channels. The District shall only be obligated to pay the City an inspection fee for the System, roads, pavement, detention ponds, or drainage channels in the amount provided in Exhibit "C". The City shall use its good faith efforts to schedule its final review and approval of a phase of the System, roads, pavement, detention ponds, or drainage channels within seven (7) calendar days of request by the Developer following substantial completion of such phase. Developer shall use its good faith efforts to advise the City when substantial completion of such phase is nearing, in order to assist the City in scheduling such final review.

(d) The Developers shall not be required by the City to oversize any public improvements that are constructed to serve the Property to serve any areas outside of the Property; provided; however, the City and a Developer may agree to oversizing such facilities if the City shall provide contemporaneous payment of all costs of such oversizing to the effect that such Developer shall neither incur nor pay any costs related to the oversizing.

(e) The District may construct a water interconnect to either (i) an adjacent municipal utility district's system, for emergency use only, or (ii) adjacent City existing water lines at a location mutually agreeable to the District and City. The interconnect will be made in accordance with sound engineering criteria. Developers will dedicate all easements within the Property reasonably necessary to construct the interconnect and the City will provide all off-site easements reasonably necessary to construct the interconnect.

(f) The District may install a wastewater treatment plant on the location shown on the General Plan to serve the Property, in phases, as needed. The wastewater treatment plant may include one or more package plants leased by the District with an option to purchase. The wastewater treatment plant will be permitted by the TCEQ, and designed and constructed or otherwise acquired by the District. The parties acknowledge that pursuant to the Utility Agreement such wastewater treatment plant may be abandoned and the site converted into a regional lift station site when the City constructs a regional wastewater treatment plant to serve the area. Prior to the District completing its installation of a wastewater treatment plant, the City acknowledges and consents to the District pumping wastewater from its sanitary sewer lines and hauling such wastewater to an off-site wastewater treatment facility as long as the District has obtained all necessary TCEQ permits.

(g) Notwithstanding anything herein to the contrary, pursuant to the Utility Agreement, the City may provide wholesale water and/or wastewater service for the Property.

Section 3.05 Private Improvements/Inspections.

(a) Houses, buildings and other private improvements within the Property shall be constructed in accordance with the City Building Code. Houses and buildings within the Property will be inspected by third-party inspectors hired by the applicable Developer or builder, who will perform all inspections on such houses and buildings (including multi-family, commercial and government buildings).

(b) Before construction of a single-family home begins, the builder of such single-family home shall pay to the City a "Homebuilder Permit Fee," which fee shall be equal to and not exceed \$960. No other fee shall be due the City regarding the construction of such home by either the homebuilder or its sub-contractors. Developer shall be responsible for requiring the homebuilder to hire a qualified third-party contractor to inspect the home construction and file reports relative to the home being constructed in accordance with the City Building Code. Developer and the homebuilder shall coordinate with the City so that such reports are available to the City (filing such reports or making a drop-box of reports available). Notwithstanding that construction of the home will be inspected by a third-party inspector, the City shall

have the right, but not the obligation, to inspect the home for compliance with the City Building Code, but the City shall not receive any additional fees for making such inspection.

(c) Upon the City's receipt of the Homebuilder Permit Fee for a lot and the accompanying application, the City shall review such application for compliance with applicable City regulations and issue its plan approval. Owners anticipate that single-family home construction will proceed at a rapid pace (e.g. approximately 25 during each seven-day work week). The City agrees to use its good faith efforts to retain staff sufficient to issue plan review approval or comments not later than ten (10) business days after the application is initially filed. In the event the City does not issue its application approval, but provides comments regarding its disapproval, the City agrees to issue its approval or provide additional comments within seven (7) calendar days after receiving a response to its comments.

(d) Before construction of a commercial/multi-family or governmental building begins, the builder of such building shall pay to the City a "Commercial Builder Permit Fee," which fee shall be equal to and not exceed the City's then existing Application Fee, Inspection Fee and Plan Review Fee (but excluding the City's Permit Fee) for a similar building located within the City's corporate limits. No other fee shall be due the City regarding the construction of such building by either the builder or its sub-contractors. Developer shall be responsible for requiring the builder to hire a qualified third-party contractor to inspect the building construction and file reports relative to the building being constructed in accordance with the City Building Code. Developer and the builder shall coordinate with the City so that such reports are available to the City (filing such reports or making a drop-box of reports available). Notwithstanding that construction of the building will be inspected by a third-party inspector, the City shall have the right, but not the obligation, to inspect the building for compliance with the City Building Code, but the City shall not receive any additional fees for making such inspection.

Section 3.06 Open Space, Landscaping, and Recreational Facilities.

(a) Horton hereby agrees to dedicate to the City and the City agrees to accept a fee simple interest in approximately 26 acres of land (the "City Park") to be used as a regional sports park accessible to the public generally. In conjunction with the development of the first phase of the Horton Tract (but no later than the date park fees otherwise would be due to the City for such phase) Horton shall convey the City Park to the City. The City shall allow Developers or the District to install landscaping upon the ROW Dedication, to be maintained either by the District or a homeowner's association ("HOA") within the District. In addition to the City Park, Developers agree to dedicate to the District or HOA the equivalent of 1-acre per sixty (60) single-family

lots in a combination of parklands, open space, and recreational facilities, generally shown on the enclosed General Plan (totaling approximately 60 acres).

(b) The City agrees that so long as Horton dedicates the City Park and the Developers dedicate parklands, open space, and recreational facilities, as described in subsection (a) immediately above, Developers are deemed and shall be found to be in full compliance with the Development Ordinance regarding regional park, neighborhood park, and open space requirements and with any City ordinance, whether now in effect or to be adopted from time to time in the future, regarding a developer's provision of park, open space and recreational facilities and, moreover, Developers shall not be required to dedicate any additional parklands, open space or recreational facilities to the City or make any monetary payments to the City relating to parklands, open space or recreational facilities.

(c) Prior to Horton conveying the City Park to the City, the District and the City shall enter into an Interlocal Agreement which will provide that upon or before Horton dedicating the City Park to the City: (a) the District and City will begin the planning for the development of the City Park as a regional sports facility, (b) the City and District will agree upon a schedule for the full development of the City Park, (c) the District will develop the park and advance all or part of the cost to develop the park as agreed to by the District and the City, not exceeding \$2,500,000 ("Park Development Costs"), (d) any monies advanced by the District shall not exceed \$1,250,000 during the first 24 months after the City Park is conveyed to the City and not more than an additional \$1,250,000 during the second 24 months, (e) the District will be reimbursed by the City for 100% of the Park Development Costs advanced by the District, which reimbursement shall be paid in annual installments in a minimum amount equal to the Builder Fees and Utility Inspection Fees received by the City in such annum, and (f) the City shall be responsible for maintenance of each phase of the City Park upon completion of its development, which shall be at the City's sole cost. Although the City Park likely will be located adjacent to a drill site, the City acknowledges that neither Horton nor the District will have any obligation to improve the drill site as an open space or recreational facility.

(d) In the event the City and District fail to enter into the above-referenced Interlocal Agreement prior to December 31, 2021, Horton will be released from its obligation to convey the City Park to the City and the Homebuilder Permit Fee shall be increased from \$960 to \$1,160 per home and the Developers shall be required to pay a regional park fee in accordance with the Development Ordinance in an amount not less than \$450.00 per dwelling unit.

(e) The City acknowledges and agrees that Developers may make provisions for public park and recreational facilities (other than the City Park) to serve the Property to be financed, developed, and maintained by the District, to the extent

authorized by state law. Developers agree that any such amenities may be conveyed to the District for ownership and operation and shall not be the responsibility of the City unless and until the City dissolves the District, in which case the amenities owned by the District will become the property of the City. To the extent Developers make provisions for private park and recreational facilities that may be available only to residents of the Property, such amenities (i) will be conveyed to a property owner's association for ownership and operation, and (ii) shall not be the responsibility of the City even after the City dissolves the District.

(f) One goal of the City is to cause each of the communities being developed within the City and its ETJ to be connected to a community wide biking trail. Developers agree to work in good faith with the City to assist in accomplishing this goal when planning its open space and recreational features.

Section 3.07 Fire Protection Services. A significant portion of the Property is located in Fort Bend County Emergency Services District No. 4 ("ESD"), a taxing authority that provides fire protection services to the Property. Developers agree to petition the ESD to include within its boundaries any portion of the Property not currently in the ESD's boundaries. The City shall have no obligation to provide fire protection services to the Property, unless and until such Property is within the corporate boundaries of the City and excluded from the boundaries of the ESD, and at such time the City will provide the Property with the same level of fire protection service as the remainder of the City.

Section 3.08 Police Protection Services. All of the Property is located in Fort Bend County, a taxing authority that provides police protection services to such portions of the Property not located within the corporate boundaries of the City. The City shall have no obligation to provide police protection services to the Property, unless and until such Property is within the corporate boundaries of the City and at such time the City will provide the Property with the same level of police protection service as the remainder of the City. In the event the District desires to contract with law enforcement to provide supplemental police protection services to the Property, the District will give the City a right of first refusal under the terms being offered for such supplemental services.

Section 3.09 Liability of End-Buyer. End-Buyers shall have no liability for the failure of Developers to comply with the terms of this Agreement and shall only be liable for their own failure to comply with the recorded declaration of restrictive covenants (if applicable), land use restrictions applicable to the use of their tract or lot, and any applicable ordinances.

Section 3.10 Signs. All signs within the Property shall be designed and constructed in accordance with the Sign Ordinance; provided, however, that either

Developer may elect to submit a community master signage plan with respect to its portion of the Property to be approved by the City in lieu of application of the Sign Ordinance to such development of the Property; provided further that in the event that the City amends the Sign Ordinance (the "Amended Sign Ordinance") before construction of signs within the Property begins, a Developer may elect to apply the Amended Sign Ordinance to such signs within its portion of the Property by providing written notice to the City.

Section 3.11 Approved Variances from Development Ordinance. Notwithstanding any other provisions of this Agreement to the contrary, the City hereby approves the variances shown on Exhibit C attached hereto for the development of the Property. The City shall approve all plats, plans and specifications submitted by the Developers that conform to the terms of this Agreement, the variances shown on Exhibit C, or other variances that the City may approve from time to time.

ARTICLE IV PROVISIONS FOR THE DISTRICT

Section 4.01 Dissolution of District. The City agrees not to annex or dissolve or attempt to annex or dissolve, in whole or in part, the District until thirty (30) years after the date the District canvasses its confirmation election (but in any case no later than 45 years after the date hereof). In the event the District is subdivided into two (2) or more districts, as is allowed under its Enabling Legislation, the thirty (30) year period shall be calculated from the date of the canvassing of the applicable District's confirmation election.

Section 4.02 Utility Agreement. Developers acknowledge that the City and the Developers, acting on behalf of the District, have entered into a utility agreement setting forth certain general terms relating to the development of the Property (the "Utility Agreement").

Section 4.03 Voter Homes. A variance to CDO Division III Section 28-3-5 will be granted to allow the use of manufactured home(s) to satisfy on-site voter requirements of the TCEQ. The manufactured homes will be removed within twelve (12) months after the applicable elections have been held to confirm the District and authorize ad valorem tax bonds.

Section 4.04 Strategic Partnership Agreement. The Developers agree that, upon the request of the City, the Developers shall recommend the District enter into a strategic partnership agreement (the "*Strategic Partnership Agreement*") with the City in accordance with Section 43.0751 of the Texas Local Government Code (the "*TLGC Sec. 43.0751*") and this Section 4.04. The Strategic Partnership Agreement shall provide that (i) tract(s) used for retail sales shall be annexed by the City for limited purposes if and

only to the extent such limited annexation is required for the City to collect sales tax; (ii) the City shall impose a sales tax within such tract(s) pursuant to TLGC Sec. 43.0751; (iii) sales tax revenue collected and received by the City from such tracts annexed for limited purposes, to the extent such revenue can be accurately determined, shall be split between the City and the District in the amount of fifty percent (50%) to the City and fifty percent (50%) to the District; (iv) annexation and dissolution of the District will be subject to the same terms as provided in Section 4.01 hereof; (v) at such time as the City is allowed to annex the land in the District, the City may annex all the land in the District without any further action; (vi) following annexation of the Property, future zoning will be consistent with the then existing buildings and uses and any non-conforming buildings or uses will be grandfathered for the life of such buildings or uses; and (vii) upon annexation of the Property the Commercial Builder Inspection Fee for any commercial or multi-family improvements within the Property shall remain for the term of this Agreement equal to the fees specified in Section 3.05 on the date of such annexation.

ARTICLE V PROVISIONS FOR DESIGNATED MORTGAGEE

Section 5.01 Notice to Designated Mortgagee. Pursuant to Section 5.03, any Designated Mortgagee shall be entitled to simultaneous notice any time that a provision of this Agreement requires notice to Developer.

Section 5.02 Right of Designated Mortgagee to Cure Default. Any Designated Mortgagee shall have the right, but not the obligation, to cure any default in accordance with the provisions of Section 5.03 and Article VII.

Section 5.03 Designated Mortgagee.

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

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

(c) The City agrees that it may not exercise any remedies of default hereunder unless and until the Designated Mortgagee has been given thirty (30) days written notice and opportunity to cure (or commences to cure and thereafter continues in good faith and with due diligence to complete the cure) the default complained of. Whenever consent is required to amend a particular provision of this Agreement or to terminate this Agreement, the City and Developers agree that this Agreement may not be so amended or terminated without the consent of such Designated Mortgagee; provided, however, consent of a Designated Mortgagee shall only be required to the extent the lands mortgaged to such Designated Mortgagee would be affected by such amendment or termination.

(d) Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee of its security instrument encumbering any portion of the Property, such Designated Mortgagee (and its affiliates) and their successors and assigns shall not be liable under this Agreement for any defaults that are in existence at the time of such foreclosure (or deed in lieu of foreclosure). Furthermore, so long as such Designated Mortgagee (or its affiliates) is only maintaining such portion of the Property and marketing it for sale, and is not actively involved in the development of the Property, such Designated Mortgagee (and its affiliates) shall not be liable under this Agreement. Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee, any development of the Property shall be in accordance with this Agreement.

(e) If the Designated Mortgagee or any of its affiliates and their respective successors and assigns, undertakes development activity, the Designated Mortgagee shall be bound by the terms of this Agreement. However, under no circumstances shall such Designated Mortgagee ever have liability for matters arising either prior to, or subsequent to, its actual period of ownership of the Property or a portion thereof, acquired through foreclosure (or deed in lieu of foreclosure).

ARTICLE VI PROVISIONS FOR DEVELOPER

Section 6.01 Vested Rights. Upon the Effective Date of this Agreement, the City and Developers agree that the development rights (as hereafter defined) of the City and Developers as set forth in this Agreement shall be deemed to have vested, as provided by Texas Local Government Code, Chapter 245 and Section 212.172(g), as amended or under any other existing or future common or statutory rights as of the Effective Date. "Development rights" shall mean the covenants, agreements and privileges regarding the development of the Property between the City and Developers set forth in this Agreement, but shall expressly exclude any right, title, interest, privilege, or claim in and to the Property. The City and Horton acknowledge and agree that Horton is not entitled to, acquire, possess, or claim any right, title, interest, privilege, or claim in and to any portion of the Horton Tract unless and until said portion is purchased by Horton.

The City Building Code, the Development Ordinance, the Outdoor Lighting Ordinance, the Sign Ordinance and life safety ordinances shall be the only City ordinances that apply to the development of the Property (and only to the extent provided herein), provided, however, that either Developer may elect to submit a community master signage plan with respect to its portion of the Property to be approved by the City in lieu of application of the Sign Ordinance to the development of such Property.

Section 6.02 Waiver of Actions Under Private Real Property Rights Preservation Act. Each Developer hereby waives its right, if any, to assert any causes of action against the City accruing under the Private Real Property Rights Preservation Act, Chapter 2007, Texas Government Code (the "Act") or other state law, that the City's execution or performance of this Agreement or any authorized amendment or supplements thereto may constitute, either now or in the future, a "Taking" of Developer's or its grantee's, or a grantee's successor's "Private Real Property," as such terms are defined in the Act. Provided, however, that this waiver does not apply to, and Developer and its grantees and successors do not waive their rights under the Act to assert a claim under the Act for any action taken by the City beyond the scope of this Agreement which otherwise may give rise to a cause of action under the Act.

Section 6.03 Developers' Right to Continue Development. The City and Developers hereby acknowledge and agree that, subject to Section 8.04 of this Agreement, a Developer may sell a portion of the Property to one or more Persons who shall be bound by this Agreement and perform the obligations of such Developer hereunder applicable to the portion of the Property purchased by such Person. In the event that there is more than one Person acting as a Developer hereunder, the acts or omissions of one Developer which result in that Developer's default shall not be deemed the acts or omissions of any other Developer, and a performing Developer shall not be held liable for the nonperformance of another Developer. In the case of nonperformance by one or more Developers, the City may pursue all remedies against such nonperforming Developers as set forth in Section 7.04 hercof, but shall not impede the planned or ongoing development activities nor pursue remedies against any other Developer.

ARTICLE VII MATERIAL BREACH, NOTICE AND REMEDIES

Section 7.01 Material Breach of Agreement.

(a) It is the intention of the parties to this Agreement that the Property be developed in accordance with the terms of this Agreement and that the Developers follow the development plans as set out in the General Plan with respect to the

Property. The parties acknowledge and agree that any substantial deviation from the General Plan in the form attached hereto and the concepts of development contained therein and any substantial deviation by a Developer from the material terms of this Agreement would frustrate the intent of this Agreement, and therefore, would be a material breach of this Agreement by such Developer. By way of example, a substantial deviation from the General Plan would be:

1. An increase in the density beyond that which is allowed by this Agreement or a fundamental change in the major thoroughfare, arterial or collector roadway configurations;

2. A Developer's failure to develop the Property in compliance with the approved General Plan as from time to time amended; or Developer's failure to secure the City's approval of any material or significant modification or amendment to the General Plan; or

3. Failure of a Developer to substantially comply with a provision of this Agreement or a City ordinance applicable to the Property.

(b) The parties acknowledge and agree that any substantial deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. By way of example, a substantial deviation from the material terms of this Agreement would be:

1. The imposition or attempted imposition of any moratorium on building or growth on the Property, except as allowed by this Agreement, court order, drought, or other imminent public health and safety reasons which are generally applicable to land and development activities in the City and its ETJ;

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

3. An attempt by the City to dissolve, in whole or in part, the District without complying with the conditions set forth in Article IV of this Agreement;

4. An attempt by the City to enforce any City ordinance within the Property that is inconsistent with the terms and conditions of this Agreement;

5. An attempt by the City to modify, amend, or control the General Plan except as permitted by this Agreement; or

6. An attempt by the City to unreasonably withhold approval of a plat of land within the Property that complies with the requirements of this Agreement.

(c) In the event that a party to this Agreement believes that another party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article VII shall provide the sole remedies for such default, unless otherwise specifically provided herein.

Section 7.02 Notice of Developer's Default.

(a) The City shall notify the applicable Developer and each Designated Mortgagee in writing of an alleged failure by such Developer to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The alleged defaulting Developer shall, within thirty (30) days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

(b) The City shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the alleged defaulting Developer or a Designated Mortgagee. The alleged defaulting Developer shall make available and deliver to the City, if requested, any records, documents or other information necessary to make the determination without charge.

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

(d) If the City determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the alleged defaulting Developer or a Designated Mortgagee in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City Council may take any appropriate action to enforce this agreement at law or in equity.

Section 7.03 Notice of City's Default.

(a) A Developer shall notify the City in writing of an alleged failure by the City to comply with a provision of this Agreement, which notice shall specify the

alleged failure with reasonable particularity. The City shall, within 30 days after receipt of such notice or such longer period of time as that Developer may specify in such notice, either cure such alleged failure or, in a written response to such Developer, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

(b) A Developer shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the City. The City shall make available and deliver to such Developer, if requested, any records, documents or other information necessary to make the determination without charge.

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

(d) If a Developer determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to Developer, then such Developer may take any appropriate action to enforce this agreement at law or in equity. Nothing herein shall be deemed a waiver of sovereign immunity by the City.

Section 7.04 Remedies.

(a) In the event of a determination by the City that a Developer has committed a material breach of this Agreement the City may, subject to the provisions of Section 7.02, file suit in a competent jurisdiction in Fort Bend County, Texas, and seek either (i) specific performance, (ii) injunctive relief, (iii) an action under the Uniform Declaratory Judgment Act, or (iv) termination of this Agreement as to the breaching Developer (but not as to any other non-breaching Developer), to the extent allowed by law.

(b) In the event of a determination by a Developer that the City has committed a material breach of this Agreement, such Developer may, subject to the provisions of Section 7.03, file suit in a court of competent jurisdiction in Fort Bend County, Texas, and seek (i) specific performance, (ii) injunctive relief, (iii) an action under the Uniform Declaratory Judgment Act, or (iv) termination of this Agreement as to such Developer, to the extent allowed by law.

(c) Neither party shall be liable for any monetary damages of the other party for any reason whatsoever, including punitive damages, exemplary damages, consequential damages or attorneys' fees.

ARTICLE VIII BINDING AGREEMENT, TERM, AMENDMENT, AND ASSIGNMENT

Section 8.01 Beneficiaries. This Agreement shall bind and inure to the benefit of the City; the Developers, and each such Developer's successors and assigns; and Designated Mortgagees, and their respective successor or assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on all future Developers and other landowners, other than End-Buyers. This Agreement and all amendments hereto (including amendments to the General Plan) may be recorded in the County real property records; provided, however, that, notwithstanding the preceding, the City and Developers covenant and agree that neither this Agreement nor any memorandum or other evidence of this Agreement shall be recorded or filed in the County real property records by either the City or Developers or any agent, representative, employee, attorney, or other person for or on behalf of either the City or Developers or both, or at the direction of or with the approval of either the City or Developers or both, on or before the date that all or a portion of the Horton Tract is purchased by Horton. In the event that any document regarding this Agreement or the termination thereof is filed of record in the County real property records prior to the date said land is purchased by Horton, Developers and the City covenant and agree that they will execute and record in the County real property records any document(s) necessary to remove such cloud on the title to the Property; provided further that the form and substance of any such document(s) shall first be furnished to Owners and must be approved in writing by Owners prior to execution and recording. This Agreement or a memorandum of this Agreement, when recorded, shall be binding upon the parties hereto and their successors and assigns permitted by this Agreement and upon the Property; however, this Agreement is not binding on, and does not create any encumbrance to title as to, any End-Buyer, or mortgagee of an End-Buyer, of a fully developed and improved lot within the Property, except for land use and development regulations that may apply to a specific lot. Except as set forth in this Section 8.01, this Agreement shall not be construed to confer any rights upon any third party.

Section 8.02 Term. This Agreement shall be effective upon the mutual execution of this Agreement (the "Effective Date") and shall terminate forty-five (45) years from the Effective Date, expressly subject to the next succeeding sentence. Notwithstanding anything contained in this Agreement, in the event all or a portion of the Horton Tract is not purchased by Horton on or before March 31, 2021, or the District has not accepted assignment of the Utility Agreement by December 31, 2021, then this Agreement, ipso

facto, shall be deemed null and void for all purposes and fully and forever without any force or effect.

Section 8.03 Termination. After all or a portion of the Horton Tract is purchased by Horton, in the event this Agreement is terminated as provided in this Agreement or is terminated pursuant to other provisions, or is terminated by mutual agreement of the parties, the parties shall promptly execute and file of record, in the County real property records, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurred. At any time after forty-five (45) years from the Effective Date, the City may file in the County real property records a unilaterally executed document confirming the termination of this Agreement.

Section 8.04 Assignment or Sale by Developers. Any person who acquires the Property or any portion of the Property, including, without limitation, a Designated Mortgagee, but except for an End-Buyer whose liability is defined above, shall take the Property or portion of the Property subject to the terms of this Agreement. The terms of this Agreement are binding upon each Developer, its successors and assigns, as provided in Section 8.01 above; provided, however, notwithstanding anything to the contrary herein, a Developer's assignee shall not acquire the rights and obligations of a Developer unless the Developer selling a portion of the Property expressly states in the deed of conveyance or by separate instrument placed of record that said assign is to become a Developer for purposes of this Agreement and notice is sent by such Developer to the City and any Designated Mortgagee. Any contract, agreement to sell land, or instrument of conveyance of land which is a part of the Property, other than to an End-Buyer, shall recite and incorporate this Agreement as binding on any purchaser or assignee.

Section 8.05 Amendment. This Agreement may be amended only upon written amendment executed by the parties hereto whose rights and liabilities under this Agreement are affected by such amendment, subject to Sections 9.14 below. In the event a Developer sells any portion of the Property, such Developer may, but is not required to, assign to such purchaser the right to amend this Agreement as to such purchased property by written assignment and notice thereof to the City. Such assignment shall not grant such purchaser the authority to amend this Agreement as to any other portions of the Property.

Section 8.06 Transfer of Control of a Developer. A Developer shall notify the City within fifteen (15) business days after any substantial change in ownership or control of such Developer. As used herein, the words "substantial change in ownership or control" shall mean a change of more than 49% of the stock or equitable ownership of Developer. Any contract or agreement for the sale transfer, or assignment of control or