ORDER OF EVENTS FOR MONDAY, FEBRUARY 20, 2006

City Council and Planning and Zoning Commission

6:00 PM
JOINT WORKSHOP
Topics:

1) Regarding Proposed Ridge Rock Planned Unit Development (PUD), on the South Side of Broadway, East of Southern Trails Subdivision

2) Regarding Proposed Charleston Development, on The North Side of SH 6, East of FM 521, and West of Savannah.

City Council and Planning and Zoning Commission

6:30 PM
JOINT PUBLIC HEARING
Topics:

1. Zone Change 2006-11S, a request by Cricket Communications, Inc., applicant for Cingular Wireless, owner, for an amendment to the Land Use and Urban Development Ordinance of said City, for approval of a Specific Use Permit for a Commercial Communications Tower in the Commercial District (C(S)), Generally Located on the North Side of FM 518 (Broadway Street), and East of Longwood Drive

Planning and Zoning Commission Only

6:30 PM
PLANNING AND ZONING COMMISSION MEETING
Topics: See Planning and Zoning Commission Agenda. Includes Zone Changes Above, plus subdivision plats, other items

City Council Only

7:00 PM
CITY COUNCIL WORKSHOP
Topics:

1. **Council Input And Discussion:** Regarding Water, Sewer, and Drainage Oversizing With Poag & McEwen.

City Council Only

8:00 PM
SPECIAL MEETING OF THE CITY COUNCIL
Topics: See 8:00 PM agenda

All meetings are to be held in the Council Chambers of City Hall, except the City Council Workshop and Special Meeting, which will be held in the First Floor Conference Room, adjacent to the Council Chambers.

AGENDA – WORKSHOPS OF THE PLANNING & ZONING COMMISSION OF THE CITY OF PEARLAND, TEXAS, TO BE HELD ON FEBRUARY 20, 2006, AT 6:00 P.M., IN THE COUNCIL CHAMBERS, CITY HALL, 3519 LIBERTY DRIVE, PEARLAND, TEXAS.

I. **CALL TO ORDER**

II. **PURPOSE OF THE WORKSHOPS:**

A. **COMMISSION INPUT AND DISCUSSION:** REGARDING PROPOSED RIDGEROCK PLANNED UNIT DEVELOPMENT (PUD), ON THE SOUTH SIDE OF BROADWAY, EAST OF SOUTHERN TRAILS SUBDIVISION.

B. **COMMISSION INPUT AND DISCUSSION:** REGARDING PROPOSED CHARLESTON DEVELOPMENT, ON THE NORTH SIDE OF SH 6, EAST OF FM 521 AND WEST OF SAVANNAH.

III. **ADJOURNMENT**

This site is accessible to disabled individuals. For special assistance, please call Young Lorfing at 281-652-1655 prior to the meeting so that appropriate arrangements can be made.

AGENDA REQUEST
BUSINESS OF THE CITY COUNCIL
CITY OF PEARLAND, TEXAS

AGENDA OF: February 20, 2006 **ITEM NO. Workshop #1**

DATE SUBMITTED: February 10, 2006 **DEPARTMENT OF ORIGIN: Planning**

PREPARED BY: Lata Krishnarao **PRESENTOR: Lata Krishnarao**

SUBJECT: Ridge Rock - Proposed Planned Unit Development (PUD) on the south side of Broadway, east of Southern Trails subdivision – Informal Workshop of the City Council and
Planning and Zoning Commission.

EXHIBITS: Ridge Rock PUD Document.

EXPENDITURE REQUIRED None

AMOUNT BUDGETED: N/A
ACCOUNT NO. N/A
ADDITIONAL APPROPRIATION REQUIRED: N/A
ACCOUNT NO. N/A

FUNDS AVAILABLE N/A (Finance Department Approval)

EXECUTIVE SUMMARY

An informal workshop of the City Council and Planning and Zoning Commission has been scheduled for February 20, 2006. The applicant had requested a joint workshop in September 19, 2005 but withdrew his request at that time. This item will be scheduled for a Joint Public Hearing (JPH) at a later date. The purpose of the workshop is to enable the applicant to present the PUD and get input from the City Council and P& Z before the PUD is heard at a joint public hearing.

This 71.7 acre site is currently zoned Suburban Residential (SD). The applicant is proposing a maximum of 198 single family residential lots on 55 acres with 10 acres of land zoned General Business along Broadway, 6.3 acres of open space, park and detention areas and a 0.4 acre neighborhood park. The lot sizes are not specified in the PUD.

Staff has conducted a preliminary review and has the following observations. At this time staff is not making recommendations. A comprehensive review will occur as usual in concert with Joint

Public Hearing presentation. However, the following is a list of issues readily identified in the PUD document that staff would like some preliminary input from City Council and Planning & Zoning Commission. Additional comments may be forthcoming based on the discussion at the workshop and further review by staff.

1. **Conformance to Comprehensive Plan:**

   a. **Residential**: As stated in the PUD the Comprehensive Plan recommends Low-Density Residential Use for this area.

      Lot sizes: The Comprehensive Plan recommends R-1 (8,800 sq. ft. lot area), SR-12 (12,000 sq. ft. lot area), SR-15 (15,000 sq. ft. lot area) and R-E (/2 acre lots) as being appropriate for Low Density Residential category. The proposed PUD does not specify any lot sizes. Is this acceptable?

      Density: The Unified Development Code recommends a net residential density between 1.3 (R-E) to 3.2 (R-1) units per acre. The proposal with 198 lots on approximately 47 net residential acres (excluding detention and proposed streets) results in 4.2 units per acre approximately. Is this acceptable?

   b. **General Business Use**: The Comprehensive Plan recommends a retail and service node in that general area, west of the intersection of Kirby with Broadway. The proposed General Business use conforms to the Comprehensive Plan recommendation.

1. **Connectivity to adjoining Southern Trails neighborhood**: The proposed PUD shows some kind of a trail extending partially towards the adjoining neighborhood on the west. Staff needs directions on the following:
   a. Continuation of this trail (with 8' wide sidewalks and landscaping) to connect to the trail system of Southern Trails Subdivision. Is this desirable?
   b. The text indicates that the trails will be 8'wide on one side of the main collector while the Overall Trail System map shows it on both sides. This needs to be clarified. The Ordinance requires a minimum of 6' wide sidewalks on both sides of collector streets. Is this variance to replace 6' wide sidewalks on both sides with 8' wide trail on one side acceptable?

1. **Project Monumentation Sign**: The Project Monumentation Exhibit is not included as stated in the PUD. It is not clear if the proposed signage will meet the requirements of the Ordinance. If the applicant wishes to seek a variance from the Ordinance, the exhibit needs to be attached and approved with the PUD document.

2. **Lot sizes and number of lots proposed in each category**: This information is not provided in the PUD. Do the Council and Commission want to impose guidelines on minimum lot sizes and the breakdown?

3. **Lot and bulk requirements**: The PUD does not specify lot width, setbacks etc. Typically the PUD's refer to the corresponding zoning in the Land Use and Urban

Development Ordinance. Without this information in the PUD, staff will not be able to enforce any requirements on setback, lot width, coverage etc. Should this be included in the PUD?

4. **Parks and Recreation**: The PUD states that credit shall be given towards the City's public park dedication acreage requirements for the 0.4-acre neighborhood park and 30 foot wide area that will encompass the trail system. Typically, this needs to be approved by the Director of Parks and Recreation to ensure that the proposed open space conforms to the Master Parks Plan. Should this be approved by the Parks Director to ensure conformance with the Master parks Plan?

5. **General Note**: Staff recommends that a note be added that unless specified in the PUD document, all other requirements of the City Ordinances will be followed. This note is recommended by staff and generally included in all PUD documents.

RECOMMENDED ACTION

Conduct the workshop.

RIDGE ROCK

PLANNED UNIT DEVELOPMENT

CITY OF PEARLAND

Trails Development Ltd.,
701 North Post Oak Road,
Suite 300
Houston, Texas 77024

August 2005

TABLE OF CONTENTS

I. INTRODUCTION

II. EXISTING CONDITIONS

A. Site Description

Figure 1

B. Surrounding Land Use

Figure 2

III. GOALS AND OBJECTIVES

IV. CONCEPTUAL DEVELOPMENT PLAN

A. Land Use

Table 1
Conceptual *Development Plan*

B. Land Use Changes

C. Parks and Recreation

Trail System Exhibit

D. Street Circulation

Typical Collector Street Cross Section Alternate "A"
Typical Collector Street Cross Section Alternate "B"
Entry Monumentation Exhibit

E. Utilities

F. Project Phasing / Development Schedule

G. Signage

V. APPENDIX A

VI. EXHIBIT A: LEGAL DESCRIPTION AND SURVEY

I. Introduction to Ridge Rock

The Ridge Rock planned unit development application was prepared on behalf of Trails Development, Ltd. in accordance with the City of Pearland Zoning ordinance related to a Planned Unit Development ("PUD"). It is the intent of the Developer to utilize a Planned Unit Development to establish a comprehensive land use plan and zoning guidelines for the entire development project that will govern the future improvements, signage, landscaping, and use of open space.

Ridge Rock is a 71.7 acre master planned community located west of SH 288 and south of Broadway in the western portion of the city limits of Pearland, Texas. The property has frontage on and is bordered by Broadway to the north, the new community Southern Trails to the west, and to the south, and the future extension of Kirby to the east.

All of the property is inside the city.

At the core of the community's identity is the beautiful and intricately landscaped detention system which delivers focal points throughout the community. The development plan consists of residential, general business and office uses.

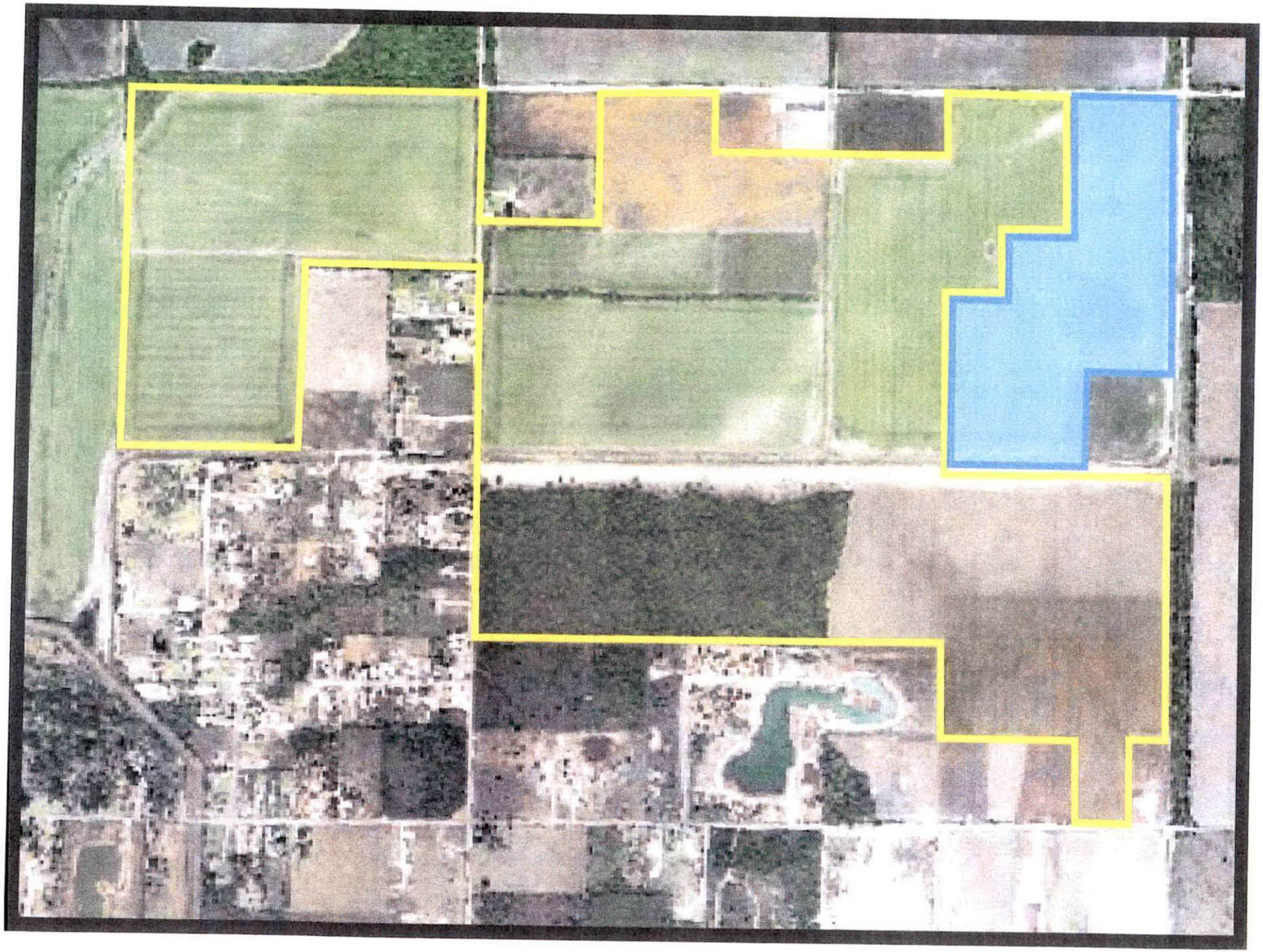
II. Existing Conditions

A. Site Description

The property is a compilation of 6 tracts of various sizes and is currently vacant and unimproved. The property has been used as farmland for growing milo and grain sorghum for generations. As shown on the *Figure 1* aerial photograph, some of the development issues affecting the project are:

- A regional north-south drainage ditch bordering the eastern property line which is owned and maintained by Brazoria County Drainage District #4. The improvements required for this ditch will be beyond the needs of this project in order to serve the region.
- A secondary east-west drainage ditch bordering the southern property line.
- The drainage outfall constraints increase the amount of land required for detention.
- The irregular shape of the property (See *Figure 1*) impacts the public street design as well as the lot design/layout.

FIGURE 1: CURRENT LAND USE OF RIDGE ROCK



B. Surrounding Land Use

The surrounding vicinity is characterized by recent residential development and a scattered mix of permanent residences.

- Shadow Creek Ranch to the north, a 3,300 acre master planned community, is immediately across and north of Broadway.
- Southern Trails a 522 acre master planned community borders the property to the west.
- Southgate, a 185 acre development, is located immediately to the east and across the future extension of Kirby Drive.
- Southfork, a 330 acre residential development, is located south of C.R. 59 and to the east in the City of Manvel

Also a proposed elementary school site at the north west corner of Broadway and Half Moon Bay. (See *Conceptual Development Plan.*)

II. Goals and Objectives

The proposed Planned Unit Development will have its own guidelines and restrictions in addition to those imposed by the City of Pearland. The Ridge Rock Planned Unit Development will establish a comprehensive land use plan and zoning regulations to guide future improvements, including signage, landscape architecture, and generous open space. The Planned Unit Development provisions as well as additional H.O.A restrictions will guarantee the long-term aesthetic quality and continuity of the development and preserve the character of the community over time.

The recreational trails are designed to be highly visible, with accessibility, and ease of use.

Main arterial roads (main collector) through the project will be enhanced with street trees and additional landscaping.

Open spaces will be designed with the goal of encouraging social interaction among residents, thus adding to the safety of the community as a whole.

IV. PLAN OF DEVELOPMENT

A. Project Description

The 71.7 Planned Unit Development is entirely single family residential development with the exception of a general business parcel totaling 10 acres at the entrance on Broadway.

There will be approximately 10 acres of open space and park areas within Ridge Rock.

B. Current Land Use

Ridge Rock is located west of SH 288 and south of Broadway in the western portion of the city limits of Pearland, Texas. The property has frontage on and is bordered by Broadway to the north, and the future extension of Kirby to the east.

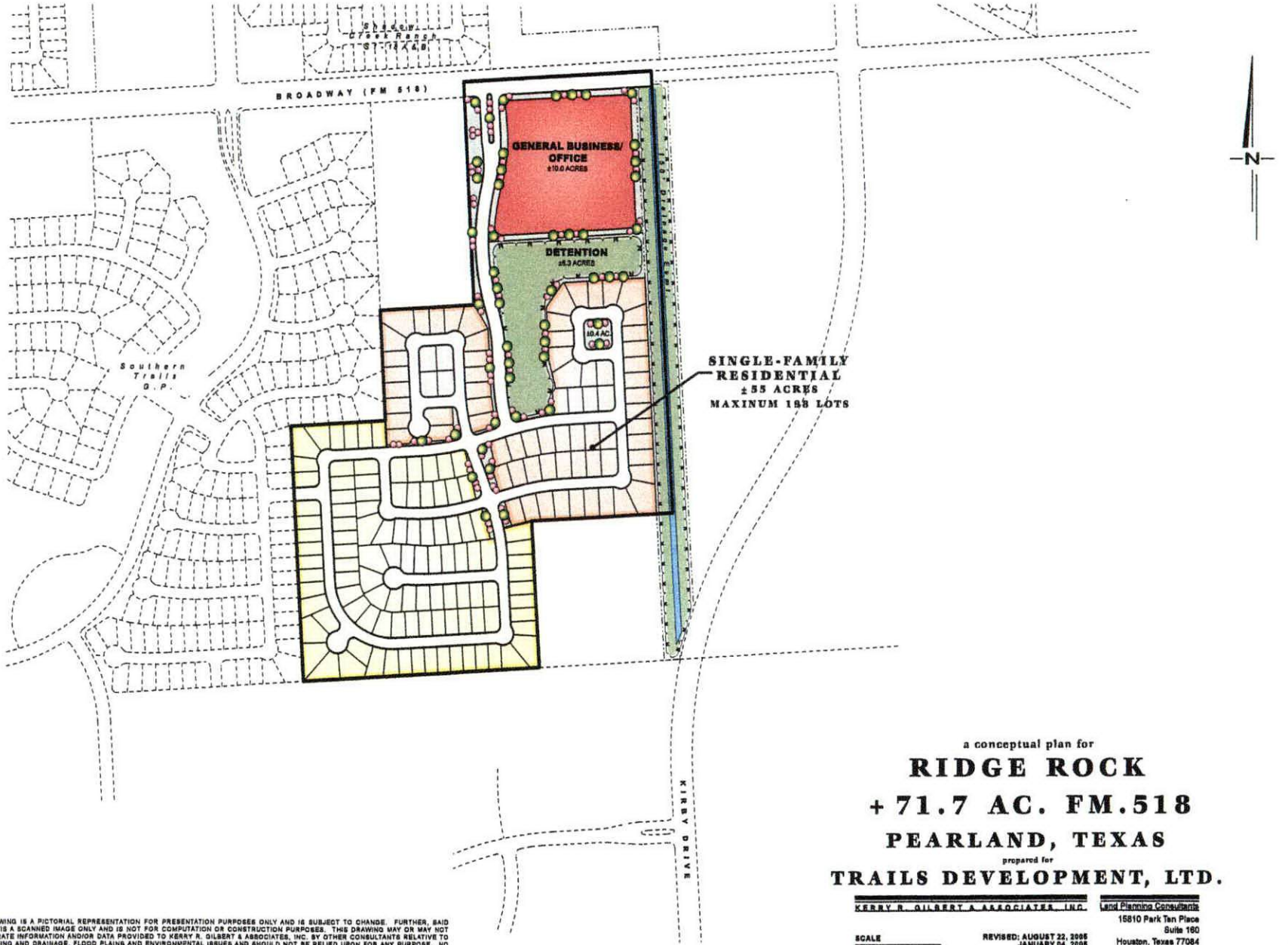
The property is a compilation of 6 tracts ranging in size from, 5 acres to 30 acres, and is currently vacant and unimproved, consisting of flat coastal plain used for farming row crops. The surrounding vicinity is characterized by vacant tracts of land, subdivisions, and a scattered mix of rural residences.

The property lies within the city limits of Pearland. The current zoning designations of the surrounding properties are a mixture of medium and low density residential (P.U.D.'s, R1, R2, and R3) with scattered commercial uses. The subject property (see *Figure 1*) is currently zoned in mixed classifications of SD, RE, R1, and R2.

C. Proposed Land Use

The City of Pearland's Comprehensive Plan indicates this portion of the planning area as medium and low density residential with appropriate commercial uses. The proposed Conceptual Development Plan presents a low density master-planned community with a wide range of attractive housing in well defined neighborhoods.

The *Conceptual Development Plan* complies with the intent of the Comprehensive Plan with an overall density not to exceed 3.6 dwelling units per net acre based on a maximum of 198 homes on 55.0 residential use acres. Gross calculations yield 2.93 lots per acre based on 61.70 acres as shown in the Land Use Plan.



a conceptual plan for

RIDGE ROCK

+ 71.7 AC. FM.518

PEARLAND, TEXAS

prepared for

TRAILS DEVELOPMENT, LTD.

KERRY R. GILBERT & ASSOCIATES, INC.

Land Planning Consultants
15810 Park Ten Place
Suite 160
Houston, Texas 77084
(281) 579-0340

SCALE
0 100 200 400

REVISED: AUGUST 22, 2005
JANUARY 04, 2006
KGA #06104

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KERRY R. GILBERT & ASSOCIATES, INC.

TABLE 1: ACREAGE PER LAND USE SUMMARY

USE	ACRES	MIX
Single Family Residential (SFR)*	55.0	76.70%
Multi Family Residential	0.0	0.00%
Light Industrial	0.0	0.00%
General Business/Office	10	13.947%
Parks/Recreation/Open Spaces and Detention**	6.7	9.5%
Major Thoroughfare Rights-of-Way	0.0	0.0
Total	**71.7**	100.00%

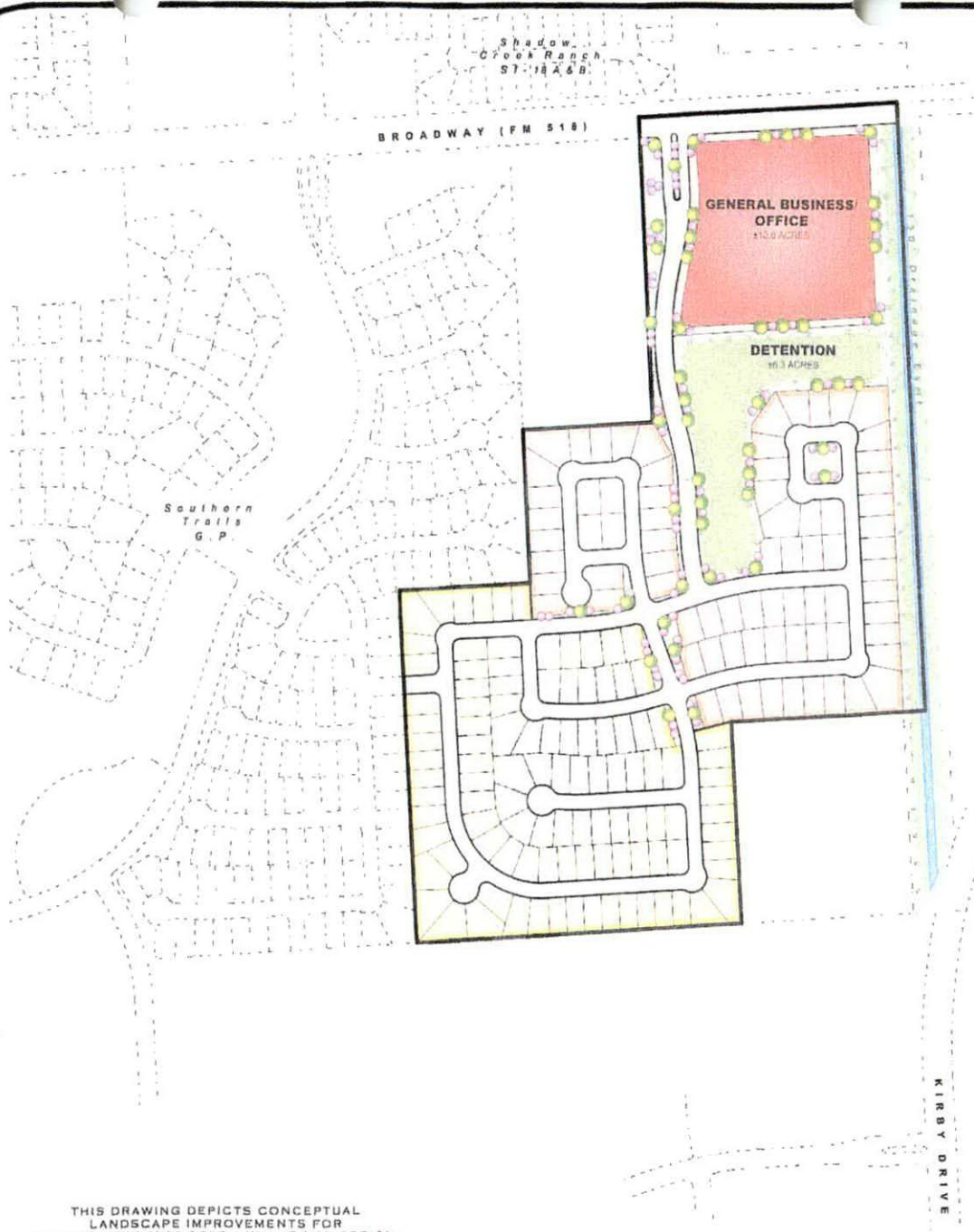
** Parks, recreation and open space includes public and private parks, linear parks and greenbelts, and open space, lakes, bayous and drainage ways.

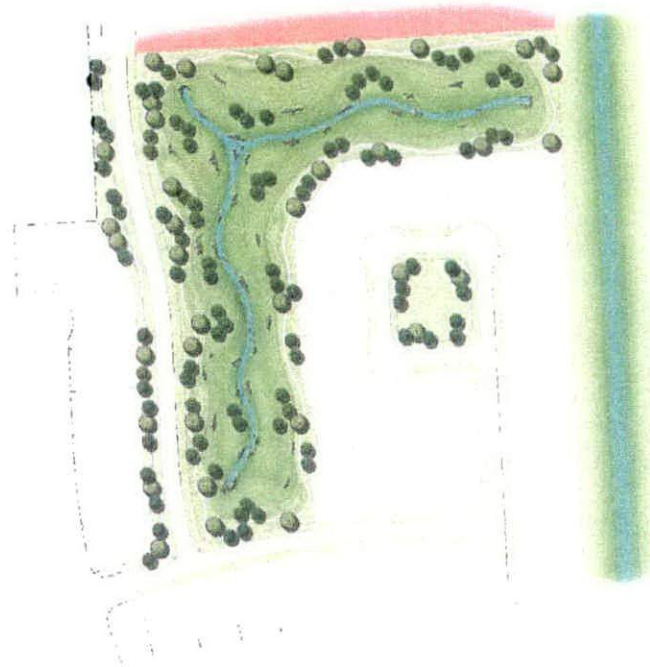
D. Land Use Changes

Land use shall be regulated on a total acreage basis as illustrated in Table 1 and by a finite cap on the number of dwelling units. Each land use category may be increased in acreage by up to 15% as long as the total number of dwelling units does not exceed 198. This flexibility is required to ensure the overall success of the development. If a proposed land use is requested to be an increase in area by more than 15%, an amendment to this Planned Unit Development must be requested and approved by the City of Pearland. Land uses may be interchanged within the boundaries of the project provided they are in compliance with the acreage defined in Table 1, subject to the 15% allowable increase.

E. Parks and Recreation

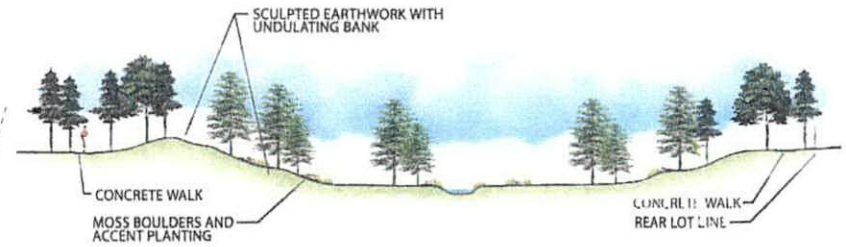
The focal point of the Ridge Rock Planned Unit Development is its uniquely designed and landscaped open spaces which not only are designed to detain storm water but configured to enhance the community with trees, walking paths, and other vegetation in an otherwise baron area. The comprehensive landscape design is highly visible, with the pedestrian walk system designed with child crossings for safety, accessibility, and ease of use.





DRY DETENTION AREA LANDSCAPE CONCEPT

Not to scale



TYPICAL CROSS-SECTION AT DRY DETENTION AREA

Not to scale

RIDGE ROCK

DETENTION AREA TREATMENT

prepared for

TRAILS DEVELOPMENT LTD.

KOA DEFOREST.DESIGN,LLC
LANDSCAPE ARCHITECTURE
18810 Park Ten Place, Suite 160, Houston, Texas 77084
Phone 281.848.1692 281.848.1641 Fax

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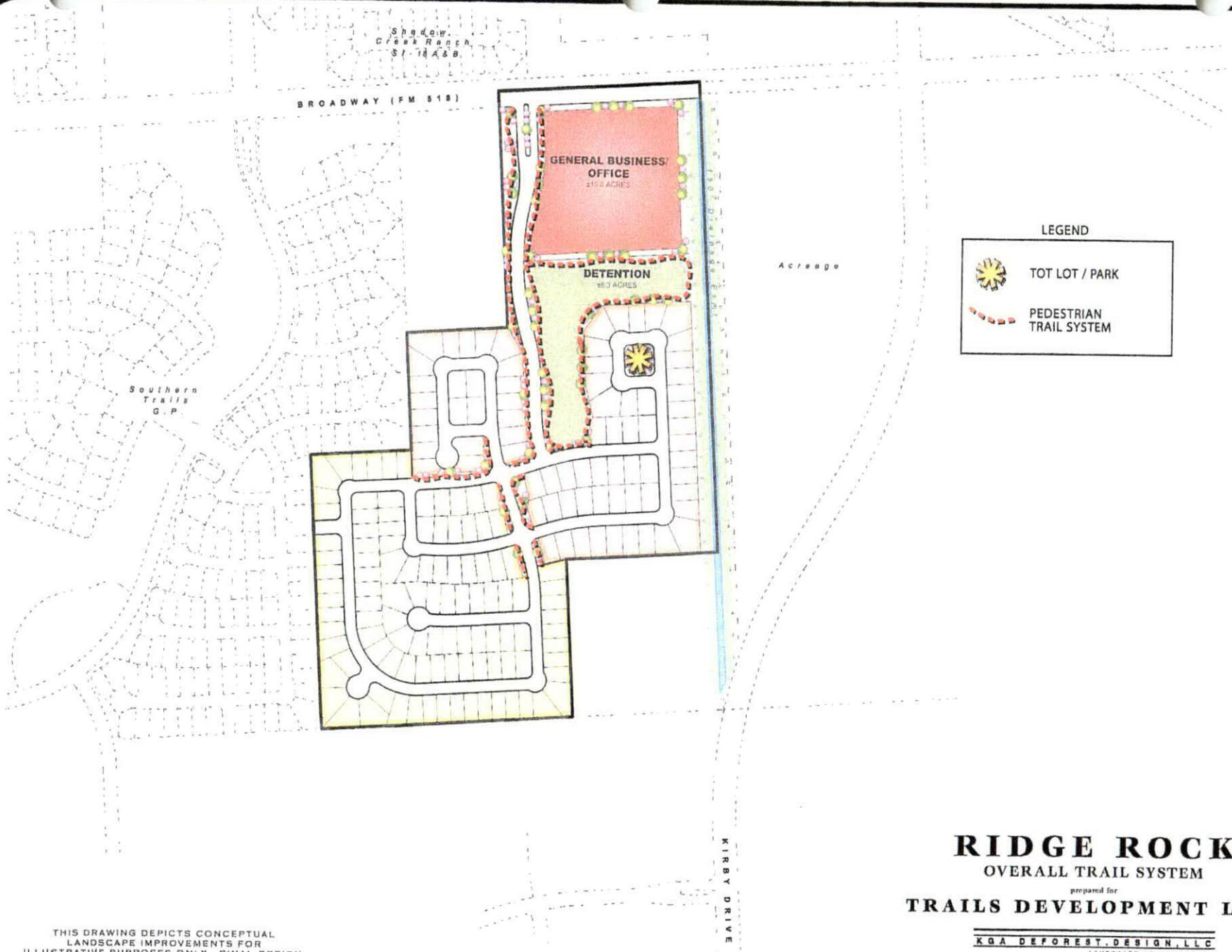

RIDGE ROCK

OVERALL TRAIL SYSTEM

prepared for

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KGA DEFOREST.DESIGN, LLC
LANDSCAPE ARCHITECTURE
15810 Park Ten Place, Suite 180, Houston, Texas 77084
Phone 281.848.1400 281.848.1441 Fax

Some of features of the development plan are:

- A easily accessible path system with natural open space;
- Passive use recreation facilities for jogging and picnic areas;
- Vantage points that offer visitors and residents beautiful views;
- A +/- 6.3 acre detention system landscaped and designed to enhance the overall beauty of the neighborhood.***
- An additional +/-0.4 acre neighborhood park***

** credit shall be given towards the City of Pearland's public park dedication acreage requirements for the 0.4 acre neighborhood park and the 30 foot wide area which shall encompass the trail system. Additional dedication requirements, if any, shall be satisfied through cash payments in lieu of land.

F. Street Circulation

The Ridge Rock 90 foot boulevard entrances (see *Project Monumentation Exhibit*) will merge into the main arteries which adhere to the City of Pearland Comprehensive Plan and shall be 60-foot rights of way with two 10 foot utility easements as required by City ordinance. The streets will have 28 foot paving sections (see *Typical Collector Street Cross Section Alternate "A"*) in lieu of the standard 4-foot sidewalk on each side of the main collector and in keeping with the Ridge Rock theme, the developer shall have the option to construct a 8-foot wide concrete trail system on one side of the main collectors as well as the entire area surrounding the detention/open space. Local streets serving development pods will be 50-foot rights of way with 28-foot paving.

G. Utilities

Ridge Rock shall have over 6.7 acres of drainage and detention facilities. The drainage facilities include a landscaped linear detention system in the heart of development.

All drainage plans will comply with Brazoria County Drainage District # 4 and the City of Pearland's requirements.

H. Project Phasing / Development Schedule

Ridge Rock will be constructed in two phases and will contain +/- 27 acres each phase.

The completion of the proposed Planned Unit Development is anticipated in 2008, projecting a 2 year build out, with an estimated total cost of approximately $4.6 million.

I. Signage

The *Project Monumentation Exhibit* illustrates the proposed entry monument. Except as otherwise provided for in the Planned Unit Development, the signage in the Planned Unit Development will comply with the City of Pearland signage regulations.

AGENDA REQUEST
BUSINESS OF THE CITY COUNCIL
CITY OF PEARLAND, TEXAS

AGENDA OF: February 20, 2006	**ITEM NO.** Workshop #1 2
DATE SUBMITTED: February 10, 2006	**DEPARTMENT OF ORIGIN: Planning**
PREPARED BY: Lata Krishnarao	**PRESENTOR: Nicholas Finan**

SUBJECT: Proposed Development on the north side of SH 6, east of FM 521 and west of Savannah. – Informal Workshop of the City Council and Planning and Zoning Commission.

EXHIBITS: Charleston Agreement.

EXPENDITURE REQUIRED None

AMOUNT BUDGETED: N/A
ACCOUNT NO. N/A
ADDITIONAL APPROPRIATION REQUIRED: N/A
ACCOUNT NO. N/A

FUNDS AVAILABLE N/A (Finance Department Approval)

EXECUTIVE SUMMARY

An informal workshop of the City Council and Planning and Zoning Commission has been scheduled for February 20, 2006, to discuss this development. This is not a PUD application, since the land is in Pearland's ETJ where zoning is not applicable. This is a proposed Development Agreement. The purpose of the workshop is to enable the applicant to present the Development Agreement and get input from the City Council and P& Z.

This 90.28 acre site is being proposed to be developed with commercial uses along SH 6 and single-family residential corresponding to city's R-4 zoning. The applicant is proposing an overall density not to exceed 3.6 units per acre. The total number of lots is proposed to be 436 as shown on the land plan. The land plan shows trails around detention basins and portions of the pipeline easement.

Staff has conducted a preliminary review and has the following observations. At this time staff is not making recommendations. Development agreements for subdivisions outside the city limits do not need zoning approval, so a joint public hearing is not anticipated in the future. However, in essence a development agreement contains many components of a PUD and land use issues,

particularly density and open space issues are addressed. The following is a list of issues readily identified in the document that staff would like some preliminary input from City Council and Planning & Zoning Commission. Additional comments may be forthcoming based on the discussion at the workshop and further review by staff.

1. **Conformance to Comprehensive Plan:**

   a. **Residential**: The Comprehensive Plan recommends Low-Density Residential Use for this area.

      Lot sizes: The Comprehensive Plan recommends R-1 (8,800 sq. ft. lot area), SR-12 (12,000 sq. ft. lot area), SR-15 (15,000 sq. ft. lot area) and R-E (/2 acre lots) as being appropriate for Low Density Residential category. The applicant is proposing R-4 zoning (5,000 sq. ft lots with 50' frontage). Does city council want the document to explicitly state it will meet the requirements as outlined in the UDC for these districts since it is expected to eventually be annexed into the city?

      Density: The Unified Development Code recommends a **net** residential density between 1.3 (R-E) to 3.2 (R-1) units per acre. The proposal with 436 lots (as shown on land plan) on approximately 50 net residential acres (excluding detention and proposed streets) results in over 8.5 units per acre approximately. These are approximate calculations based on the land plan. The breakdown of acreage has not been provided by the applicant. The applicant indicates 3.6 units per acre, but does not distinguish between gross or net. This could account for the total difference and why there are so many lots indicated on the land plan. The table provided in the agreement (Chapter 5, exhibit B, page 2) has not been completed. It was suggested the Development agreement should use the Savannah document as a basis. That land use document does outline 3.6 units, but limits the 50' wide lots and calls for 70' and 80' wide lots.

   b. **General Business Use**: The Comprehensive Plan recommends Business Commercial use along SH 6. The proposed Commercial use conforms to the Comprehensive Plan recommendation. However, this is a future gateway into Pearland, does the city council feel comfortable with all of the uses allowed in a general commercial district? In addition, the plan speaks to the districts without explicitly stating it would meet all of the regulations including facades, landscaping, etc.

1. **Connectivity to adjoining Southern Trails neighborhood**: The proposed PUD shows a trail along the existing pipeline easement that continues west into Savannah on the land plan. Savannah development has proposed a trail along this easement. Staff recommends that this trail be connected to the one proposed by Savannah. Is this desirable?

2. **Parks and Recreation**: The agreement states that contribution will be made to the city's park fund. But leaves blank the amount. With this being outside the city limits

there are some questions that should be addressed in the document with respect to parkland and open space

3. **General Note**: Staff recommends that the development comply with the current ordinances – Unified Development Code, 2004 Comprehensive Plan Update and other current ordinances. The agreement refers to the older versions of the ordinances, in particular streets. In addition it generally lets the document over ride the ordinances. In a PUD we typically expect the only the specifics items discussed to override the ordinances. The Savannah document included street crossections with medians on all streets except the local residential. Would street cross sections be appropriate, and is there an expectation that this would be similar to Savannah with grassed medians?

4. **Zoning Categories**: Staff recommends that the document designate a zoning category for the proposed commercial development. (GC?)

5. Appendix "A" refers to a number of zones. It is not clear if these descriptions are required, since the land plan does not show these zones. Staff would like some direction on how much more detail council expects. Something more similar to a PUD? Also, what kind of mix would city council like to see?

RECOMMENDED ACTION

Conduct the workshop.

See Joint Public Hearing item

Charleston

90.2762 acres
located on HWY 6 just west of Savannah Plantation

UTILITIES: Friendswood Development has agreed to allow our MUD to purchase water and sewer capacity and in return Charleston MUD has agreed to finance the next water plant, with the agreement that Savannah will use some of it AV is reimburse Charleston MUD.

DRAINAGE: Drainage will be effected through Fort Bend County, with approvals of both Fort Bend County and DD#4.

COMMERCIAL: The commercial acreage adjacent to HWY6 was retained by the Seller. However, if the commercial is to receive utilities, it must be annexed into the Charleston MUD and would be subject to any Strategic Partnership Agreement with the City of Pearland.

Charleston

Table of Contents

1. Introduction and Request
2. Proposed Preliminary Site Plan
3. Aerial Map of Area
4. City of Pearland Map
5. Draft of Development Agreement (Base on Friendswood Agreement, but needs revisions specific to our development.
6. Cost Projections
7. Financial Projections for District Debt
8. Proposed Terms of Agreement with Friendswood

Our company has recently acquired a 90.267 acre tract of land on the far western boundary of Brazoria County. There is an approximate 100' line transecting the property north to south within the city limits of Pearland. We have named the proposed project Charleston.

We have over 8,000 lots presently under development in and around the Greater Houston Market. We have three subdivisions within the marketing area of this property. We are presently building in two of them and have just started in the third.

Lakeshore Harbour is a lake subdivision around 3 miles west of the property. The closings are around 2 a month.

Rodeo Palms, a large subdivision on HWY 288, has just started building and is awaiting electricity.

Teal Run is less than 2 miles to the west of this property. As the Houston Metro statistics will indicate, the smaller lots represent the majority of turnover rate and closings. (See attached)

Savannah, which is adjacent to our property, also indicates a much larger turnover rate and closings in the smaller lots. (See attached)

Charleston is located at the westernmost edge of the Pearland ETJ. Due to the high cost of land and our experience in the area with various sized lots, it is our opinion that this property would be most efficiently utilized for 50' lots.

Since its geographic proximity will have minimal impact on the City of Pearland, we respectfully request that the City enter into a Strategic Partnership Agreement with Charleston C.M.I., Ltd., and Charleston MUD that allows the following:

1. R-4 single family residence zoning designation

2. Dual CCN to allow Charleston MUD to serve the project

3. Reduction of 100' strip presently in Pearland City limits to 10' to eliminate dual taxation.

4. Allow Savannah and Charleston MUD to expand the existing sewer treatment sufficiently to accommodate Charleston without requiring Savannah to build a second plant.

Subdivision Activity and Profile Summary

Teal Run and Lakeshore Harbour

Sorted By Subdivision

Map	Subdivision	Lot Size	*Price Range*	Qtr Starts	Ann Starts	Qtr Clos	Ann Clos	Occ.	Tot.Inv	VDL	Future	Total
125D4	Teal Run/Meadows	50'	$111-$167	0	3	2	52	420	2	10	0	432
125B4	Vicksburg/Lakeshore Harbour	55'	$185-$321	14	77	17	45	45	47	137	174	403
Selection Totals				14	80	19	97	465	49	147	174	835

Copyright Metrostudy

Subdivision Activity and Profile Summary

Sorted By Subdivision

Map	Subdivision	Lot Size	*Price Range*	Qtr Starts	Ann Starts	Qtr Clos	Ann Clos	Occ.	Tot.Inv	VDL	Future	Total
135E1	Savannah/Cove	55'-70'	$160-$220	0	0	0	0	0	0	47	57	104
135E1	Savannah/Meadows	50'	$132-$162	10	56	14	61	262	22	144	0	428
135E1	Savannah/Ridge	55'	$137-$186	3	50	11	55	195	16	17	0	228
135E1	Savannah/Trace	70'	$174-$253	8	23	6	24	100	22	107	0	229
126A4	Silvercreek 55Ft.	55'	$182-$249	17	52	29	74	229	21	11	0	261
126A4	Silvercreek 60Ft.	60'	$240-$276	13	26	8	23	35	18	38	0	91
126A4	Silvercreek 77Ft.	77'	$272-$370	4	4	1	3	70	4	0	0	74
Selection Totals				55	211	69	240	891	103	364	57	1,415

Copyright Metrostudy

L:\PROJECTS\CHARLESTON\CADD\EXHIBITS\COLOR LANDPLAN 01-25-06.DWG DS: 200

436 LOTS

REC. SITE/ PARK/ GREENSPACE

DETENTION

COMMERCIAL

BROWN & GAY ENGINEERS, INC.

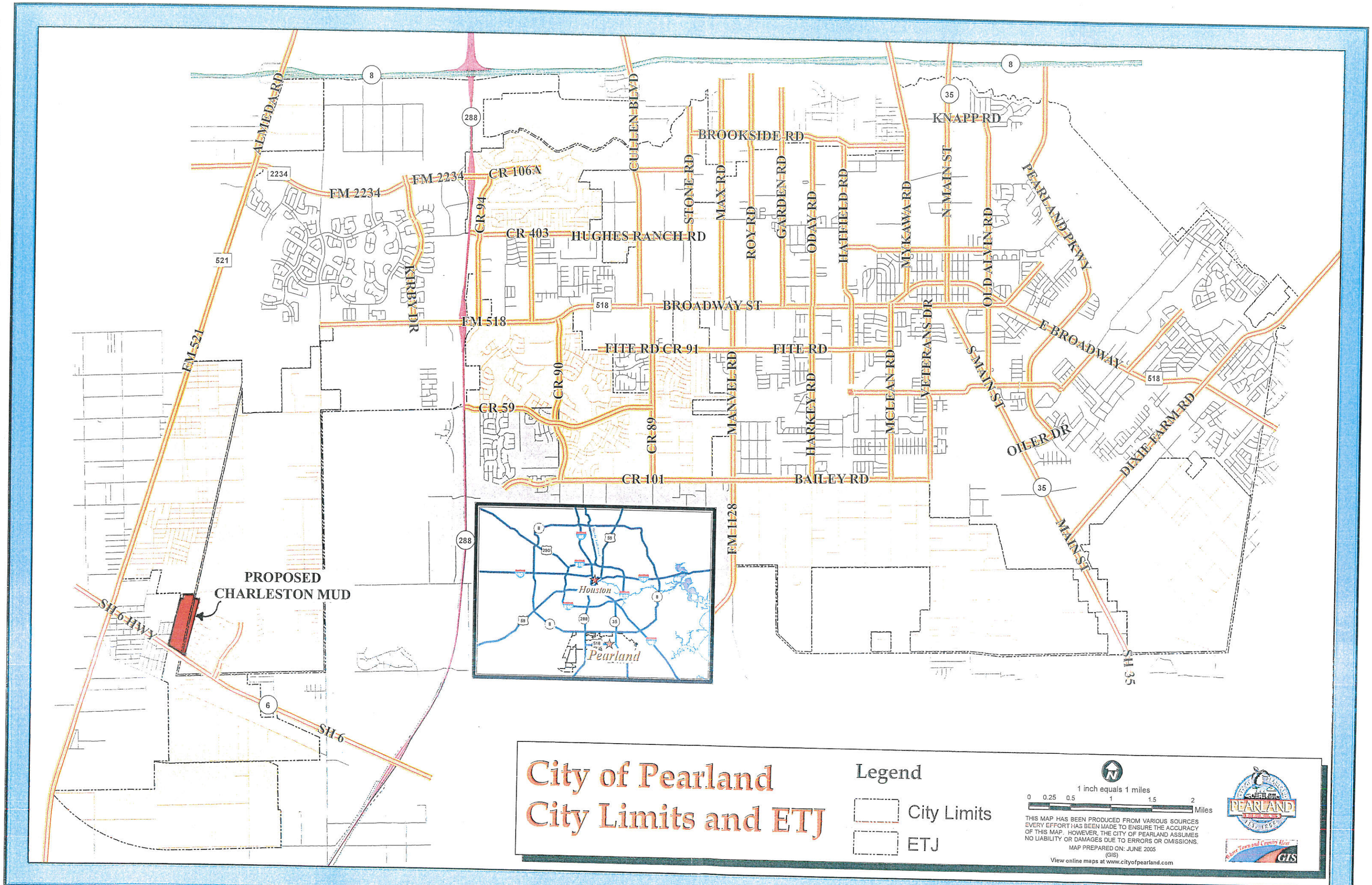
CIVIL ENGINEERS & SURVEYORS
HOUSTON, TEXAS

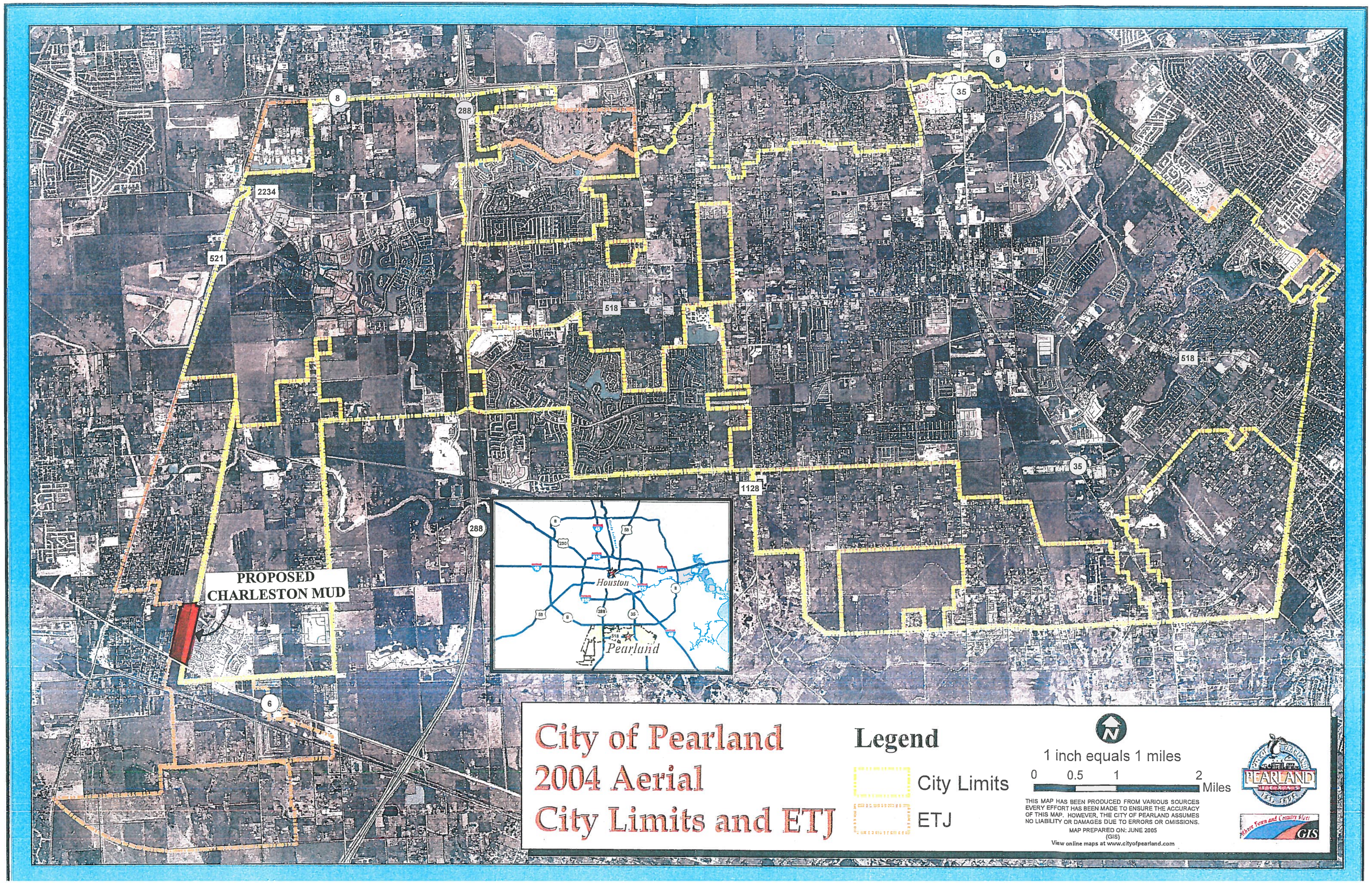
CHARLESTON

LAND USE PLAN

Scale:	Job No.:	Date:	Exhibit:
1"=200'	0000SCHR	JAN. 2006	02

PROPOSED
CHARLESTON
M.U.D.
0 300 600 1,200 1,800
Feet
BROWN & GAY
CIVIL ENGINEERS & SURVEYORS
11480 Westheimer, Suite 700 Houston, Texas 77077-6841
Phone: 281-558-8700 Fax: 281-558-8701
SAVANNAH
Source Data: HCFCD
BGE Job No: 02100
Date: JUNE 2004
Scale: 1" = 600'
L:\Projects\bcmud21\02100\Gis\aerial.mxd


City of Pearland
City Limits and ETJ
Legend
City Limits
ETJ
1 inch equals 1 miles
0 0.25 0.5 1 1.5 2 Miles
THIS MAP HAS BEEN PRODUCED FROM VARIOUS SOURCES EVERY EFFORT HAS BEEN MADE TO ENSURE THE ACCURACY OF THIS MAP. HOWEVER, THE CITY OF PEARLAND ASSUMES NO LIABILITY OR DAMAGES DUE TO ERRORS OR OMISSIONS.
MAP PREPARED ON: JUNE 2005
(GIS)
View online maps at www.cityofpearland.com
PEARLAND
GIS
PROPOSED
CHARLESTON MUD
Houston
Pearland
ALMEDA RD
FM 2234
CR 106A
CR 94
CR 403
HUGHES RANCH RD
KIRBY DR
FM 518
BROADWAY ST
FM 521
FITE RD CR 91
FITE RD
CR 90
CR 59
CR 89
CR 101
BAILEY RD
FM 1128
CULLEN BLVD
STONE RD
MAX RD
BROOKSIDE RD
ROY RD
GARDEN RD
ODAY RD
HATFIELD RD
MANVEL RD
HARKEY RD
MYKAWA RD
MCLEAN RD
VETERANS DR
KNAPP RD
N MAIN ST
S MAIN ST
OLD ALVIN RD
PEARLAND PKWY
E BROADWAY
OILER DR
DIXIE FARM RD
MAIN ST
SH 35
SH 6 HWY
SH 6


8
288
35
2234
521
518
1128
6
PROPOSED
CHARLESTON MUD
Houston
Pearland
City of Pearland
2004 Aerial
City Limits and ETJ
Legend
City Limits
ETJ
1 inch equals 1 miles
0 0.5 1 2 Miles
THIS MAP HAS BEEN PRODUCED FROM VARIOUS SOURCES
EVERY EFFORT HAS BEEN MADE TO ENSURE THE ACCURACY
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MAP PREPARED ON: JUNE 2005
(GIS)
View online maps at www.cityofpearland.com
PEARLAND
GIS

DEVELOPMENT AGREEMENT

CITY OF PEARLAND

_____ ACRE TRACT

CHARLESTON C.M.I., LTD.

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into as of _____, 200_, by and between the **CITY OF PEARLAND, TEXAS,** a municipal corporation and home-rule city of the State of Texas (the "City"), and **CHARLESTON C.M.I., LTD.** (the "Developer").

RECITALS

1. The Developer has the right to own and develop certain property located in the general vicinity of _____, in Brazoria County, located entirely within the extraterritorial jurisdiction ("ETJ") of the City, more fully described in Exhibit "A", attached hereto (the "Property"); the Developer has determined that the creation of a municipal utility district proposed to be named Charleston Municipal Utility District (the "District") over the Property is necessary for the provision of water, sewer and drainage facilities necessary to develop the Property.

2. In accordance with applicable law, the consent of the City is required for the creation of municipal utility districts within the City's ETJ, and the City is willing to consent to such creation, as expressed in Resolution _____, adopted by the City Council of the City on _____ __, ____, in lieu of the current annexation of the Property, subject to certain conditions.

3. Section 43.0751, Tex. Local Gov't Code (the "Act") provides for the negotiation and implementation of "strategic partnership agreements" between cities and municipal utility districts, whereby the continued existence and various areas of governmental cooperation may be provided for by agreement, and the City is interested in entering into such an agreement with the District immediately subsequent to its creation and organization.

4. The City intends to consent to the creation of the District, subject to the City's standard conditions relating to the creation of municipal utility districts in its ETJ. The City and the Developer have determined that they are authorized by the Constitution and laws of the State of Texas to enter into this Agreement and have further determined that the terms, provisions, and conditions hereof are mutually fair and advantageous to each.

AGREEMENT

For and in consideration of these premises and of the mutual promises, obligations, covenants, and benefits herein contained the City and the Developer contract and agree as follows:

ARTICLE 1
DEFINITIONS

The terms "Act," "City," "Developer," "District," "ETJ," and "Property" shall have the meanings provided for them in the Recitals, above. Except as may be otherwise defined, or the context clearly requires otherwise, capitalized terms and phrases used in this Agreement shall have the meanings as follows:

[*CR58 Segment* means the segment of Brazoria County Road 58 described in Section 3.03(a), below.]

City Subdivision Ordinance means those regulations adopted by Ordinance 421, passed March 31, 1981, as amended.

Consent Ordinance means the ordinance or resolution to be adopted by the City evidencing the City's consent to the inclusion of land within each of the Districts in accordance with Tex. Local Gov't Code Section 42.042 and Tex. Water Code Section 54.016, each as amended.

Comprehensive Plan means the City's Comprehensive Plan for the location of streets, fire stations, libraries and other public facilities, adopted November 22, 1999, as amended subject to the rights of the parties hereto.

Developer's Road Contribution means the Developer's payment to the City for construction of roads defined in Section 3.03, below.

Fire Protection/EMS Agreement means the agreement _____.

Plan of Development means the Developer's conceptual land plan and criteria for the development of the Property, attached hereto as Exhibit "B".

SPA means a strategic partnership agreement between the City and the District pursuant to the terms of the Act, substantially similar to the sample attached hereto as Exhibit "D".

ARTICLE 2
GENERAL STATEMENT

Subject to the specific terms and conditions stated in this Agreement, the City will defer annexation of the Property. The City and the Developer will cooperate to accomplish the creation of the District in the City's ETJ, and the approval and execution of an SPA between the City and the District relating to the provision of services within the District. In addition, the terms and conditions under which the District will be annexed and dissolved by the City are set out in such SPA.

ARTICLE 3
OBLIGATIONS OF THE DEVELOPER

3.01. Park Dedication Ordinance. The Developer shall pay $_____ dollars per lot at the time a plat is recorded. Developer shall have no other park land dedication requirements.

3.02 Street Construction. The Developer agrees to comply with the minimum road design standards in the City's Subdivision Ordinance as amended and approved by City Council on July 11, 1983, and the thoroughfare plan shown on the Plan of Development, except to the extent that the standards for road construction are inconsistent with the Plan of Development. The City agrees to use its best efforts to cause such future thoroughfare construction in the traffic shed to comply with the minimum design standards of the Comprehensive Plan. [In addition, the Developer shall provide a contribution for road construction (the "Developer's Road Contribution") toward the construction of portions of the County Road 58 outside the Property, as detailed below.]

[a. County Road 58. County Road 58 will be planned as a major thoroughfare (120-foot right-of-way) as detailed in the Plan of Development. The Developer shall be responsible for the construction of a four-lane boulevard section within the Property as shown on figure 5 of the Plan of Development, and for a pro-rata share of a secondary thoroughfare outside the Property. The majority of County Road 58, within the ETJ, will be widened and constructed as development occurs adjacent to it under the City's Subdivision Ordinance. A portion of County Road 58, from County Road 481 west for approximately 2,560 feet (the "CR58 Segment") has already been developed with low-density housing and other similar uses that did not give rise to a requirement that a developer fund improvements to the CR58 Segment, and therefore future improvements thereto will not likely be funded by anyone under the Subdivision Ordinance; as a result, the CR58 Segment will need to be widened through the joint effort of the City, Brazoria County, and future development ,within the traffic shed. According to that certain traffic study carried out by Walter P. Moore, dated June 14, 2000, development of the Property will contribute 38 percent of the forecast traffic on the CR58 Segment. Subject to the contribution of other developers, and the timing of contributions described in Subsections (b) and (c), below, the Developer will pay to the City such percentage of the estimated construction costs of the CR58 Segment to be used for such purpose. The Developer's Road Contribution payment shall not exceed $93.40 per lot.

b. Timing of Contribution. The Developer's Road Contribution shall be phased to coincide with the development of the Property. The total amount of the Developer's Road Contribution shall be divided by the number of lots anticipated to be provided on the Property in accordance with the Plan of Development, and in connection with the recording of a plat within the Property, the Developer will deposit with the City the per-lot amount as determined above, multiplied by the number of lots platted. The Developer's Road Contribution obligations with respect to platted Property shall terminate upon payment to the City.

c. Collection of Funds from other Developers. The parties understand that the City's Development Ordinance requires other developers to construct County Road 58 within or adjacent to their developments, in the same manner as the Developer will be required to construct County Road 58 within the Property. The City will require other developers to contribute to the CR58 Segment in accordance with applicable City development ordinances, and will credit the Developer's Road Contribution by the amount of such contributions, including the refund of any amounts already paid by the Developer with respect to applicable portions of the CRS 8 Segment.

d. Construction Costs Attributable to the Developer. Construction costs under this Section means costs associated with the actual construction costs, and engineering fees and expenses directly relating to the CR58 Segment, but shall not include right of way, costs of City financing, or other costs not directly related to the CR58 Segment.

e. City construction of Alternate Street Design. If the City determines that the traffic requirements of County Road 58 may be satisfied by a different, less costly design, and wishes to make use of the Developer's Road Contributions to construct such an alternate roadway section, the City shall notify the Developer and may do so without Developer's written consent. In such event, Developer's thoroughfare design standards within the Property shall be modified to match the City's revised plan, and the Developer's Road Contribution shall be decreased to an amount consistent with the revised thoroughfare design.

f. Separate Accounting. The City agrees to invest the Developer's Road Contributions in interest-bearing accounts, and to account for all principal and interest thereon, secured in the same manner and at the same interest rate that the City invests other City funds.

g. Final Accounting. Upon completion of the CR58 Segment, or upon the occurrence of an event described herein such that the Developer is entitled to a return of all or a part of the Developer's Road Contributions, the City shall prepare a final accounting of funds advanced by the Developer, the use of such funds, and the earnings thereon. Within 30 days of the completion of the accounting, any unused funds or earnings shall be returned to the Developer.

h. County Construction of Alternate Thoroughfare Design. Because the subject portion of CR58 is not currently located within the City, it is possible that Brazoria County may wish to construct the CR58 improvements before the City does so. If, prior to the City improving CR58 east of the Property, Brazoria County elects to improve CR58 east of the Property as provided in the Comprehensive Plan, or to an alternate design standard from the design in the Comprehensive Plan, and such improvement will result in 4 CR58 being improved to a minimum four-lane rural asphalt section road, the City will make the Developer's Road Contribution available to the County on the same pro-rata

share basis. In such event, the thoroughfare so constructed shall be considered to have complied with the Developer's financial obligations under this Section, and all provisions hereof relating to the City shall be construed to refer to Brazoria County.]

3.4. Cost Reimbursement. The Developer shall reimburse the City for professional consulting fees reasonably incurred by the City in connection with the review and approval of this Agreement and the Strategic Partnership Agreement. Such cost shall be reimbursed within 30 days of notice thereof by the City, accompanied by copies of invoices therefor and appropriate backup documentation.

3.5. City Gateway Locations. The Developer agrees to make available to the City, at no cost, two locations along [State Highway 6] (500 square. foot minimum each) for City gateway sign locations. Such sites shall be mutually approved by the parties. The Developer shall have no funding obligation with respect to the gateway signs themselves, but shall cooperate to maintain their visibility.

3.6. Conforming City Actions. The obligations of the Developer with respect to Sections 3.01, 3.02, 3.03, and Article 4 are conditioned upon the adoption of one or more ordinances by the City that will allow the provisions of the Plan of Development to prevail over applicable City provisions of the City's Subdivision Code, infrastructure design criteria, Land Use and Urban Design Code, flood plain ordinance, and other applicable City codes and regulations to the extent of a specific conflict.

ARTICLE 4
LAND AND DEVELOPMENT COVENANTS

4.1. City Regulations Applicable. The Developer agrees that, subject to the terms of this Agreement and the Plan of Development, it will abide by the terms of the City Subdivision Ordinance, infrastructure design criteria, the City Building Code, Land Use and Urban Design Code, and Flood Plain Ordinance (collectively, the "Regulations"), notwithstanding the fact that some or all of such regulations would not otherwise apply to the Property located outside the City. Plans and specifications for all public improvements shall be submitted to and approved by the City before the Developer awards a construction contract for such improvements. The Developer agrees that, at the time the Developer records a subdivision plat for any tract of land in the Property, and prior to the sale or conveyance of any land within the Property, it will record restrictive covenants on such land requiring all subsequent grantees to abide by the Regulations in the same manner, which provides that the City is a third party beneficiary to such covenants. Such covenants will be provided to the City Manager for review and comment at least ten days prior to recording thereof.

4.2. Land Use. The Developer agrees to comply with the provisions of Land Use and Urban Development Ordinance, revised June 26, 2000, as amended subject to the rights of the parties, with such variations thereto as may be required to conform to the Plan of Development.

ARTICLE 5
CITY CONSENT TO CREATION AND STRATEGIC PARTNERSHIP AGREEMENT

5.1. City Consent to Creation. Subject to the provisions of this Development Agreement, the City consents to the creation of one District over the Property. Upon submission of a proper petition for consent, and subject to the consent conditions attached hereto as Exhibit C, the City will provide a written consent in a form acceptable under the rules of the TCEQ and the Attorney General of Texas.

5.2. Strategic Partnership Agreements. Upon the creation and organization of the District, the Developer will present an SPA to the board of the District in substantially the form attached hereto as Exhibit D. The Developer shall use its best efforts to secure the approval of the SPA by the District as soon as practicable. Any revisions to the form of the SPA shall be made subject to the approval of the City, the Developer and the District's board of directors. The parties acknowledge that if the SPA is not approved by the District, the provisions of Tex. Local Gov't Code, §43.052(h)(1) allow the City to annex the District prior to substantial development therein without regard to the requirements of a municipal annexation plan under such section.

ARTICLE 6
TERM AND DEFAULT

6.1. Term. This Agreement shall be in effect as of the date set forth on the first page hereof, and shall terminate 20 years thereafter, unless terminated earlier as specifically provided herein.

6.2. Default.

a. A party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

b. Before any failure of any party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within 30 days of the receipt of such notice, subject, however, to the terms and provisions of Section 7.01, below. Upon a breach of this Agreement, the non-defaulting Party may be awarded actual damages for failure of performance. Except as otherwise set forth herein, no action taken by a party pursuant to the provisions of this Section or pursuant to the provisions of any other section of this Agreement, shall be deemed to constitute an election of remedies, and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein

or available to any Party at law or in equity. Each of the parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other party.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1. *Force majeure*. In the event either party is rendered unable, wholly or in part, by *force majeure* to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such party, to the extent affected by such *force majeure* and to the extent that due diligence is being used to performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the *force majeure* relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such *force majeure* to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term *"force majeure,"* as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability to provide water necessary for operation of the water and wastewater systems hereunder, and any other inabilities of any party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care.

7.2. Approvals and Consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution or order adopted by the governing body of the appropriate party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

7.3. Address and Notice. Any notice to be given under this Agreement shall be given in writing, addressed to the party to be notified as set forth below, and may be given either by depositing the notice in the United States mail postage prepaid, registered or certified mail, with return receipt requested; by messenger delivery; or by telecopy. Notice deposited by mail shall be effective three days after posting. Notice given in any other manner shall be effective upon receipt by the party to be notified. For purposes of notice, the addresses of the parties shall be as follows:

If to the City, to:

City Manager
City of Pearland
3519 Liberty Dr.
Pearland, Texas 77581
Telecopy No. (281) 652-1708

If to the Developer, to:

Charleston C.M.I. Ltd.
10410 Windermere Lakes Drive
Houston, Texas 77065
Attention: Ms. Jennie Trapolino
Telecopy: (281) 671-9058

With a copy to:

Schwartz, Page & Harding, L.L.P.
1300 Post Oak Boulevard, Suite 1400
Houston, Texas 77056
Attention: Mr. Peter T. Harding
Telecopy: (713) 623-6143

The parties shall have the right from time to time to change their respective addressees by giving at least 15 days' written notice of such change to the other party.

7.4. Assignability; Successors and Assigns. All covenants and agreements contained by or on behalf of a party in this Agreement shall bind its successors and assigns and shall inure to the benefit of the other parties, their successors and assigns. The parties may assign their rights and obligations under this Agreement or any interest herein, only with the prior written consent of the other party, and any assignment without such prior written consent, including an assignment by operation of law, is void and of no effect; provided that, the Developer may make an assignment to a successor developer of the Land if such assignee specifically assumes all of the obligations of the Developer hereunder or may make a collateral assignment in favor of a lender without consent. This Section shall not be construed to prevent the Developer from selling lots, parcels or other portions of the Land in the normal course of business. If such assignment of the obligations by the Developer hereunder is effective, the Developer shall be deemed released from such obligations. If any assignment of the obligations by the Developer hereunder is deemed ineffective or invalid, the Developer shall remain liable hereunder.

7.5. No Additional Waiver Implied. The failure of either party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other party.

7.6. Reservation of Rights. All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

7.7. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

7.8. Merger. This Agreement embodies the entire understanding between the parties and there are no representations, warranties, or agreements between the parties covering the subject matter of this Agreement.

7.9. Modification; Exhibit. This Agreement shall be subject to change or modification only with the mutual written consent of the City and the Developer. The exhibits attached to this Agreement are incorporated by this reference for all purposes.

7.10. Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

7.11. Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

7.12. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date first given above.

CITY OF PEARLAND, TEXAS

By:_____

_____, Mayor

ATTEST:

By:_____

_____ City Secretary

APPROVED AS TO FORM:

By:_____

_____, City Attorney

CHARLESTON C.M.I., LTD.

By:_____
Name:_____
Title:_____

ATTEST:

By:_____
Name:_____
Title:_____

F:9206\DevelopmentAgmt(Pearland-CharlestonCMI)

EXHIBITS

Exhibit "A"	-	Description of Property
Exhibit "B"	-	Plan of Development
Exhibit "C"	-	Consent Conditions
Exhibit "D"	-	Sample Strategic Partnership Agreement

Exhibit "B"

PLAN OF DEVELOPMENT

This Plan of Development is an important opportunity for the City of Pearland to participate in the strategic planning of a community within the City's ETJ. This Plan of Development is intended to align elements of the Comprehensive Plan with the goals and objectives of a planned development at the southern gateway to Pearland. The quality and cohesiveness of this development should set a standard of the type of development the City desires to promote in the far southwest quadrant of the City's ETJ.

I. PROJECT DESCRIPTION

The project is a proposed planned community of approximately _____ acres, located in the far southwest quadrant of Pearland's ETJ. The community will consist of residential, civic, and commercial uses.

The Development Agreement and the Plan of Development will establish a comprehensive land use plan to guide development within the project. Figure 1 shows the location of the development.

II. CURRENT LAND USE

The Property is located in Brazoria County and Fort Bend County, at the far southwest quadrant of the City of Pearland's ETJ. It is bounded by _____ and the _____ on the south, _____ along the east and west boundaries and _____ (_____) on the north.

The Property is currently vacant and unimproved, consisting of flat coastal plain. The surrounding vicinity is characterized by vacant tracts of land and substandard subdivisions with a scattered mix of permanent residences and mobile homes.

III. PROPOSED LAND USE

The Property is outside of the City, and as such is not zoned. The Comprehensive Plan indicates this portion of the planning area as _____ density residential with appropriate commercial uses. The proposed General Development Plan, Figure 2, presents a _____ planned community with attractive and affordable housing in well defined neighborhoods. The General Development Plan complies with the intent of the Comprehensive Plan with an overall density not to exceed 3.6 dwelling units per acre based on a maximum of _____ homes on _____ residential use acres. Figure 3 illustrates the proposed amenities and beautification plan consisting of an integrated network of parks, trails and open spaces.

Table 1 below illustrates the composition of land usage proposed for the development.

TABLE 1: Composition of Land Usage

USE	ACRES	MIX
Single Family Residential (SFR)*	____	____%
Multi Family Residential	____	____%
General Business (G.B.)	____	____%
Civic/Schools/Churches/Daycare	____	____%
Parks/Recreation/Open Spaces **	____	____%
Thoroughfare Rights-of-ways	____	____%
Light Industrial (MI) ***	____	____%
TOTAL	____	**100.0%**

* Single family residential encompasses ____ (_____ acres) single family dwelling district as presented in Appendix "A" hereto. The district may increase in acreage by up to 15%. The total increase in SFR is defined in Section IV.

** Parks, recreation and open space includes public and private parks, community recreation centers, linear parks and greenbelts, and open space, lakes, bayous and drainage ways.

*** Light Industrial includes the water plant sites, radio, telephone or television towers, and the existing _____ transmission line easement.

IV. LAND USE CHANGES

Land use shall be regulated on a total acreage basis on Table 1 and by a finite cap on the number of dwelling units. Each land use category, except Single Family Residential (SFR), may be increased in acreage by up to 15%. SFR may be increased in acreage by up to 5%, as long as the total number of dwelling units does not exceed _____. The percentage of land use area change is required to assure the success of the development. If a proposed land use is requested to be an increase in area by more than 15%, an amendment to this Plan of Development must be requested and approved by the City of Pearland.

Land uses may be interchanged within the boundaries of the project provided they are in compliance with the acreage defined in Table 1, subject to the 15 % allowable increase. The location and configuration of the library, fire station and park sites shall be approved by the City.

V. TRAFFIC IMPROVEMENTS

The following improvements will be built in phases during the development of the project.

- [Figure 4 illustrates the general plan for thoroughfares and collector streets.
- Figure 6 illustrates the proposed street cross-section for C.R. 58 (Post Road).
- Figure 7 illustrates the proposed cross section for the entrances to collector streets.
- Figure 8 illustrates the proposed street cross section for collector streets.]

Appendix "A"

R-I SINGLE FAMILY DWELLING DISTRICT

Purpose of District
The R-1 Dwelling District provides for large lot, single family detached dwellings. The district is the most restrictive of all residential districts, requiring large lots, and encourages a grouping of dwelling units to achieve larger open space areas and community recreational uses. This district will follow the provisions provided in the City of Pearland Land Use and Urban Development Ordinance applicable to the R-I PUD district, and amendments thereto.

R-2 SINGLE FAMILY DWELLING DISTRICT

Purpose of District
The R-2 Dwelling District is intended to permit the low density residential development of detached, . single family dwelling units, and encourages a grouping of dwelling units to achieve larger open space areas and community recreational uses. This district will follow the provisions provided in the City of Pearland Land Use and urban Development Ordinance applicable to the R-2 PUD district, and amendments thereto.

R-3 SINGLE FAMILY DWELLING DISTRICT

Purpose of District
The R-3 Dwelling District provides for medium density lot, single family detached dwelling units, an appropriate grouping of dwelling units to achieve larger open space areas and community recreational uses.

General Conditions

1. **Area Requirements**
   In all areas where patio homes are developed, common recreation areas shall exist as greenbelts, trails, parks, recreation areas, and other passive and active open space amenities provided throughout the Project. Based on the Development's provision of 2,000 square feet of parks, recreation areas and open space per unit, no specific requirements shall apply to common recreation areas for this residential district.

2. **Yard Requirements (Setbacks)**
   There shall be one side yard of at least five (5) feet, with an aggregate side yard of at least ten (10) feet.

   Every part of a required side yard shall be open and unobstructed. Accessory buildings must meet all setback requirements. The ordinary projections of window sills, belt courses, cornices and other architectural features projecting not to exceed twelve (12) inches into the required side yard, and roof eaves projecting not to exceed eighteen (18) inches into the required side yard, except that no

projections shall be permitted closer than twelve (12) inches to a common property line.

All other requirements of this district follow the provisions provided in the City of Pearland Land Use and Urban Development Ordinance applicable to the R-3 PUD district, and amendments thereto.

R-4 SINGLE FAMILY SWELLING DISTRICT

Purpose of District

The R-4 Dwelling district provides for maximum density single family dwelling units and appropriate open space. The R-4 dwelling district shall be located to provide a buffer between low-density single-family residences and less restrictive residences and business related districts.

General Conditions

1. **Area Requirements**

   In all areas where patio homes or town homes are developed, common recreation areas shall exist as Greenbelts, trails, parks, recreation areas, and other passive and active open space amenities provided throughout the Project. Based on the Development's provision of 2,000 square feet of parks, recreation areas and open space per unit, no specific requirements shall apply to common recreation areas for this residential district.

2. **Yard Requirements (Setbacks)**

   Every lot within this district shall have front yards of at least twenty (20) feet and rear yards of at least ten (10) feet. There shall be required building separations a minimum often (10) feet. This shall allow for zero lot line on one side.

   Town homes are not required to meet setback requirements if they are attached.

   All other requirements of this district follow the provisions provided in the City of Pearl and Land Use and Urban Development Ordinance applicable to the R-4 PUD district, and amendments thereto.

GB General Business District

Purpose of District

The General Business district is intended to permit an extensive variety of commercial uses including retail trade, personal and business service establishments, offices and commercial recreational uses of limited scope. This district will follow the provisions provided in the City of Pearl and Land Use and Urban Development Ordinance applicable to the GB PUD District, and amendments thereto.

M-l LIGHT INDUSTRIAL

Purpose of District

The light industrial district is intended to permit community utility and related services, specifically radio, television or communication tower site, sewage treatment plan site, water wells, water treatment plant, pumping station or storage. All requirements of this district follow the provisions provided in the City of Pearland Land Use and Urban Development Ordinance, applicable to the M-l PUD district, and amendments thereto.

Exhibit "C"

CONSENT CONDITIONS

(a) The District may issue bonds, including refunding bonds, including but not limited to, purchasing, refinancing, designing and constructing, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, fire/EMS and drainage facilities, or parts of such systems or facilities, and to make any and all necessary purchases, constructions, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. Such bonds must provide that the District reserves the right to redeem said bonds on any date subsequent to the tenth (10th) anniversary of the date of issuance (or any earlier date at the discretion of the District) without premium, and none of such bonds, other than refunding bonds, will be sold for less than 95% of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date of the sale of such bonds. The resolution authorizing the issuance of the District's bonds will contain a provision that the pledge of any revenues from the operation of the District's water and sewer and/or drainage system to the payment of the District's bonds will terminate when and if the City annexes the District, takes over the assets of the District, and assumes all of the obligations of the District.

(b) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the City, or to its designated representative, all plans and specifications for the" construction of fire/elms, water, sanitary sewer and drainage facilities to serve the District and obtain the approval of such plans and specifications therefrom. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform to the specifications of the City. All water service lines and sewer service lines, lift stations, and appurtenances thereto, installed or used within the District will comply with the City's standard plans and specifications as amended from time to time. Prior to the construction of such facilities within or by the District, the District or its engineer will give written notice by registered or certified mail to the City, stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer, and drainage facilities will be in accordance with the approved plans and specifications and with applicable standards and specifications of the City; and during the progress of the construction and installation of such facilities, the City may make periodic on-the-ground inspections.

(c) Prior to the sale of any lot or parcel of land, the owner or the. developer of the land included within the limits of the District will obtain the approval of the Planning and Zoning Commission of the City of a plat which will be duly recorded in the Official Records of Brazoria County, Texas, and otherwise comply with the rules and regulations of the Engineering Department and the Department "of Public Works of the City of Pearland.

Exhibit "D"

STRATEGIC PARTNERSHIP AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

This **STRATEGIC PARTNERSHIP AGREEMENT** (this "Agreement") is made and entered into, effective as of _____, ____, by and between the **CITY OF PEARLAND, TEXAS,** a municipal corporation and home-rule city of the State of Texas (the "City"), and **CHARLESTON MUNICIPAL UTILITY DISTRICT**, a conservation and reclamation district created pursuant to Article XIV, Section 59, Texas Constitution and operating pursuant to Chapters 49 and 54, Texas Water Code (the "District").

RECITALS

The District was created with the consent of the City for the purpose of providing. water, sewer and drainage facilities to the land within its boundaries. The District is located within the extraterritorial jurisdiction ("ETJ") of the City, but is not within its corporate limits. The District is part of a _____ (the "Development").

The City has historically annexed land into its corporate limits before development of such land has proceeded. However, the City determined that, because the District is located a substantial distance from current development within the City, its development can best proceed pursuant to a development agreement with the developer of land within the Development. Academy Development, Inc., (the "Developer") and a strategic partnership agreement with the municipal utility district within the Development.

To provide certainty and order with regard to the conduct of the Development and the roles of the City, the District and the Developer, the City and the Developer entered into that certain Development Agreement, dated _____, 20__ (the "Development Agreement") to provide for certain terms in connection with the Development In addition, the provisions of Tex. Local Gov't Code, §43.0751 (Vernon Supp. 2000) (the "Act") state that the City and the District may enter into a strategic partnership agreement that provides for the terms and conditions under which services will be provided and funded by the City and the District, and under which the District will continue to exist for an extended period after annexation of the land within the District by the City.

The City and the District, after the provision of required notices, held public hearings in compliance with the Act. Based upon public input received at such hearings, the City and the District wish to enter into a strategic partnership agreement to provide the terms and conditions under which services will be provided by the City and the District and under which the District will continue to exist for an extended period of time after the District is annexed for general purposes.

AGREEMENT

For and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the District agree as follows:.

ARTICLE 1
DEFINITION

1.01. Definitions. The terms "Act," "City," "Developer," "Development," "Development Agreement," "District," and "ETJ" shall have the meanings provided for them in the Recitals, above. Except as may be otherwise defined, or the context clearly requires otherwise, capitalized terms and phrases used in this Agreement shall have the meanings as follows:

City Consent means the ordinance of the City consenting to the creation of the District, and the terms and conditions to such consent described therein.

City Regulations means the City's Building Code and related regulations, the City Subdivision Code, the City's infrastructure design criteria, the City's Land Use and Urban Design Code, and the City's Flood Plain Ordinance.

Effective Date and similar references means the date first written above.

Fee means the monthly fee assessed against residential property defined in Section 5.02, below.

Interim STP means the interim rental package wastewater plant described in Section 6.02, below.

Party or Parties means a party or the parties to this Agreement, being the City and the District.

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

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

1.02. Findings and Conclusions. The City and the District hereby find and declare:

a. The Act authorizes the City and the District to enter into this Agreement to define the terms and conditions under which services to the District will be provided and funded by the Parties and to define the terms and conditions under which the District will be annexed by the City at a future date as agreed hereunder as an alternative to annexation without the consent of the District.

b. In compliance with Subsection (p) of the Act, this Agreement (i) does not require the District to provide revenue to the City solely for the purpose of an agreement

with the City to forgo annexation of the District, and (ii) provides benefits to each party, including revenue, services, and regulatory benefits which are reasonable and equitable with regard to the benefits provided to the other Party.

c. All the terms and conditions contained in this Agreement are lawful and appropriate to provide for the provision of municipal services and annexation.

d. The District is not obligated to make payments to the City for services except as otherwise provided herein.

e. This Agreement has been duly adopted by the City and the District after conducting two public hearings at which members of the public who wanted to present testimony or evidence regarding the Agreement were given the opportunity to do so. Notice of each hearing was published in the format required by Tex. Local Gov't Code, §43.123(b) and was published at least once on or after the 20th day before each public hearing.

ARTICLE 3
ANNEXATION OF THE DISTRICT

3.01. Conditions to Annexation. The Parties agree that the District and its residents should be allowed to develop and function with certainty regarding the conditions under which annexation will be authorized for the City. As a result, the City and the District agree that, without regard to the City's right and power under existing or subsequently enacted law, the City will not annex the District until the following conditions have been met, and shall thereafter be authorized, but not required, to annex the District for any purpose:

a. All of the District's water, wastewater treatment, and drainage facilities have been constructed; and

b. The Developer, or the Developer's successors or assigns, has been reimbursed by the District to the maximum extent permitted by the roles of the TCEQ or the City assumes any obligation for such reimbursement of the District under such rules.

3.02. Annexation Procedures. Because the District is, pursuant to this Agreement, an area that is the subject of a strategic partnership agreement, the City is not required to include the District in its Annexation Plan pursuant to Tex. Local Gov't Code, §43.052, et seq. (Vernon Supp. 2000). Except as provided in this Agreement, the City hereby waives any right to annex the District for full or limited purposes under any and all existing or future laws. Upon the annexation of territory within the District by the City pursuant to the provisions of this Agreement, such territory shall no longer be subject to the terms and provisions of this Agreement but shall instead be governed by the rules, regulations, codes, and ordinances then and thereafter effective within the City. Annexation shall otherwise be in accordance with existing law.

3.03. Operations Prior to Annexation. Prior to annexation, except as may be specifically provided in this Agreement or in the City Consent, the District is authorized to exercise all

powers and functions of a municipal utility district provided by law, including, without limiting the foregoing, the power to incur additional debts, liabilities, or obligations, to construct additional utility facilities, or to contract with others for the provision and operation thereof, or sell or otherwise transfer property without prior approval of the City, and the exercise of such powers is hereby approved by the City; provided, the authority granted hereby shall be limited to actions in compliance with the City Consent.

3.04. Continuation of the District Following Annexation. Upon annexation of the District under the provisions of Section 3.01, above, the District will continue to exist for an extended period to allow for the completion of District operations and the integration of the District's system into the City's system, following which period the City shall act to abolish the District in accordance with applicable law; provided, if the City has not abolished the District within 90 days after annexation, the District shall be automatically abolished on the 91st day. At such time, the City will assume all rights, assets, liabilities and obligations of the District (including all obligations to reimburse the developers within the District) and the District will not be continued or converted for limited purposes. Upon annexation, fees and charges imposed on residents of the former District for services provided by the City shall be equal to those fees and charges imposed on all other residents of the City.

3.05. Attempted Incorporation. Notwithstanding any provision herein to the contrary, in the event that an election is called pursuant to applicable law in connection with a bona fide petition for incorporation of a municipality that includes a substantial portion of the District, the City shall be entitled to annex that portion the District attempting to incorporate.

ARTICLE 4
ALLOCATION OF MUNICIPAL SERVICES WITHIN THE DISTRICT

4.01. City Fire/EMS Services. The District will formulate, with the assistance and advice of the City, a "fire plan," as such term is used in Tex. Water Code, §49.351, consistent with the terms of this Section. The City may, but is not required to, provide all required fire and emergency medical services within the District. Such services will be provided as warranted by the then-current status of development within the District, on the same basis and using the same criteria as are used for the determination of the provision of such services within the City. The District will use its reasonable efforts to receive the required authorization and to thereafter contract with the City (in a form mutually agreeable and consistent with other such contracts entered into by the City relating to fire/EMS services outside the City) for the City to provide fire/EMS protection services to the District. Payment to the City with regard to services provided under this Section shall be described in the fire plan, and shall be based upon the actual costs to the City, including reasonable overhead, in providing such services..

4.02. Police Protection. The District may provide for the provision of enhanced police protection services within the District by either contracting with the City or with a third party provider of such services will be provided as warranted by the then-current status of development within the District, on the same basis and using the same criteria as are used for the determination of the provision of such services within the City. Payment to the City with regard to any police protection provided under this Section shall be based upon the actual costs of the City, including reasonable overhead, in providing such services.

4.03. Solid Waste Services. The District will provide solid waste collection services to the residential users within the District, using the same contractor used by the City. The District may, at its option, either (i) enter into a separate contract with such contractor to provide solid waste collection services to its residents, or (ii) request the City to extend its existing collection contract to cover the District. If the District elects the first option, it shall pay the contractor directly; if the District elects the second option, it shall pay the City for the costs attributable to the contract extension.

4.04. City Inspection and Regulation Services. As a part of the municipal services to be provided within the District by the City, the City shall be authorized to enforce the City Regulations within the District, including the requirements included in such regulations relating to inspection of residential and commercial property and construction. The City reserves the right to charge a differential inspection fee for inspections conducted outside the City limits, but such fee shall not be more than 110 percent of the in-City inspection fee. To assist the District in enforcing the City Regulations, the District shall include in its Rate Order or other applicable water and sewer regulations a provision requiring that applicants for new District sewer taps affirm their compliance with the City Regulations, and that continued water and sewer services from the District shall be contingent upon the continued compliance of the affected property by the City Regulations; provided that, the District shall not be responsible for detecting or enforcing violations of the City Regulations except as provided in this Section. The District shall not transfer any new water or sewer service from a builder to the initial occupant of any structure requiring a certificate of occupancy without first obtaining from the applicant a certificate of occupancy issued by the City with respect to the structure.

4.05. Infrastructure Inspection Fees. The District shall be responsible for the payment of the City's infrastructure construction inspection fees that are applicable to District facilities. The City intends to rely upon the District's inspection reports with periodic inspection by City inspectors, but the City reserves the right to provide for full-time inspection by City personnel or by contract inspection services.

4.06. Expenses to be Reasonably Incurred. The City shall not incur capital or operating expenses in connection with this Article for which it intends to be reimbursed that cannot be repaid by a Fee that can be reasonably paid by a residential property owner, taking into consideration all other District fees, including property taxes and utility fees.

ARTICLE 5
COSTS AND ASSESSMENTS

5.01. Determination of Costs of Municipal Services. The City shall determine its actual costs of providing municipal services described in Article 4 using generally accepted municipal auditing procedures, and shall provide such cost to the District annually, at least 60 days prior to the beginning of the District's fiscal year. The costs of each City service shall be separately accounted for and, to the extent the City receives fees or other revenues in connection therewith (e.g., inspection or permit fees), such revenues shall be described and used to offset the City's costs. The District agrees to pay the reasonable expenses incurred by the City in computing the cost of municipal services, including reasonable consultants' fees.

5.02. Fee Derived from Residential Property. In accordance with the Act, the District shall impose a fee on residential property within the District to be used to pay the City a fee in lieu of full-purpose annexation. The fee shall be equal to the costs of providing municipal services within the District as computed in accordance with Section 5.01, above, divided by the number of residential properties within the District. Fees with respect to multi-family properties, if any, shall be allocated based upon the number of dwelling units within each property. Costs associated with the District's fire/EMS plan described in Section 4.01, above, and solid waste collection described in Section 4.03, above, reflect services that the District would otherwise provide for itself, without respect to this Agreement, and are therefore not considered to be fees in lieu of full-purpose annexation as such term is used in the Act. The District will convert the fee derived under this Section into a monthly fee, payable by the owners of residential property within the District (the "Fee"), and enforceable in the same manner as other District fees and expenses. The District will be responsible for payment to the City, regardless of the District's ability to collect the full assessment.

5.03. Fee In Lieu of Full-Purpose Annexation. Each calendar quarter, the District shall pay the Fee collected pursuant to Section 5.02, above, to the City in lieu of full-purpose annexation.

ARTICLE 6
WATER, WASTEWATER AND DRAINAGE SERVICES

6.01. Generally. The District will initially provide all water, sewer and drainage services for the Development in the same manner as such services are provided by other ETJ districts; provided that the District will participate in regional facilities in this Article.

6.02. Wastewater Facilities. The District will provide wastewater treatment for the Development by owning or leasing interim package wastewater treatment plants or capacity ("Interim STP") in the Brazoria County Municipal Utility District Nos. 21 and 22 plant and then participating in the permanent wastewater treatment plant to be constructed by such date, on terms and conditions agreed to between the District and such other Districts.

6.03. Water Facilities. The District will provide for such interim water capacity as it determines is necessary, in accordance with applicable TCEQ regulations, and consistent with the timing of the needs of the Development, including without limitation the design and

construction of the water distribution system to facilitate the interconnection to the City's permanent water supply and to Fort Bend Fresh Water Supply District No. 1. The distribution water mains within the Development are anticipated to be a 16-inch water main along County Road 58 and a 12-inch water main north to future County Road 101. At such time as the City determines that it is necessary to connect the Districts to the City water distribution system, the District will participate in funding the construction of a City water main (currently anticipated to be a 16-inch water main east along County Road 58, then continuing as a 12-inch water main north along County Road 48 to County Road 59). The District's financial participation in the water main shall be based upon its pro rata share of the water main's capacity required to serve it, taking into account any then-existing permanent water supply constructed by or on behalf of the District. The water plant site will be configured to include a minimum 500,000 gallon elevated tank; however, the District will not be responsible for funding or constructing the elevated tank.

6.04. Other Considerations. Except as provided herein, the District shall be subject to the regulation and approval of the City in the same manner as provided for a district located in the City's ETJ generally.

ARTICLE 7
SALES TAX PROVISIONS

7.01. Imposition of Sales Tax. The City is hereby authorized to impose its sales and use taxes within the boundaries of the District, without annexation by the City, subject to the provisions and procedures described in this Article.

7.02. Eligibility. This Article shall become effective upon the receipt of notice by the District from the City that, as a result of any Federal Census, the City is an eligible municipality under Subsection (n) of the Act. The City shall have one year from the date of the official publication of the Federal Census to provide such notice. Because the most recent estimated Federal Census figures for Brazoria and Harris Counties greatly exceed the following population figures, it is anticipated that, after completion of the 2010 Federal Census, Brazoria County will be shown to have a population exceeding 250,000, and that Harris County will be shown to have a population exceeding 3.3 million, and that the City will be eligible to invoke this Article at such time.

7.03. Hearings. Upon receipt of the notice described in Section 7.02, above, the District will cooperate with the City to schedule two public hearings regarding the imposition of the City's sales and use taxes in the District, following the same notification process as provided in Subsection (d) of the Act.

7.04. Sales Tax Agreement. Following the hearings, the City may direct the District to approve and execute the Sales and Use Tax Agreement attached hereto as Exhibit "A". The District agrees that, upon receipt of such direction, it will execute the Sales and Use Tax Agreement within 60 days thereafter.

7.05. Cooperation. The Parties will cooperate to provide such documentation as the City may reasonably require to satisfy the requirements of the State Comptroller in connection with the collection of sales and use taxes within the District.

ARTICLE 8
DEFAULT, NOTICE AND REMEDIES

8.01. Default. Notice. A breach of any material provision of this Agreement after notice and an opportunity to cure, shall constitute a default. The non-breaching defaulting Party 'shall notify the breaching Party of an alleged breach, which notice shall specify the alleged breach with reasonable particularity. If the breaching Party fails to cure the breach within a reasonable time not sooner than 30 days after receipt of such notice (or such longer period of time as the non-breaching Party may specify in such notice), the non-breaching Party may declare a default hereunder and exercise the remedies provided in this Agreement in the event of default.

8.02. Remedies. In the event of a default hereunder, the remedies of the non-defaulting Party shall be limited to either or both of the following:

a. Monetary damages for actual losses incurred by the non-defaulting Party if such recovery of monetary damages would otherwise be available under existing law and the defaulting Party is not otherwise immune from paying such damages; and

b. Injunctive relief specifying the actions to be taken by the defaulting Party to cure the default or otherwise comply with its obligations hereunder. Injunctive relief shall be directed solely to the default and shall not address or include any activity or actions not directly related to the default.

ARTICLE 9
MISCELLANEOUS

9.01. Beneficiaries. This Agreement shall bind and inure to the benefit of the Parties, their successors and assigns. This Agreement shall be recorded with the County Clerk in Official Records of each county in which the District is located, and shall bind and benefit each owner and each future owner of land included within the District's boundaries in accordance with Tex. Local Gov't Code §43.0751(c). In the event of dissolution of the District by the City, the Developer shall be considered a third-party beneficiary of this Agreement.

9.02. Term. This Agreement shall commence and bind the Parties on the Effective Date and continue for 50 years thereafter, unless terminated on an earlier date pursuant to other provisions or by express written agreement executed by the City and the District. Upon the expiration of 50 years from its Effective Date, this Agreement may be extended, at the District's request, with City approval, for successive one-year periods until all land within the District has been annexed by the City.

9.03. Notice. Any notices or other communications (a "Notice") required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for such Party, (i) by delivering the same in person (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with Federal

Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the Party to be notified, or (iv) by sending the same by telefax with confirming copy sent by mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of notice, the addresses of the Parties, until changed as provided below, shall be as follows:

City:	City of Pearland 3519 Liberty Drive Pearland, Texas 77581 Attn: City Manager
District:	Charleston Municipal Utility District Schwartz, Page & Harding, L.L.P. 1300 Post Oak Boulevard, Suite 1400 Houston, Texas 77056 Attention: Mr. Peter Harding

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five days written notice to the other Parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

9.04. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

9.05. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable then, and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected.

9.06. Waiver. Any failure by a Party hereto to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

9.07. Applicable Law and Venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Brazoria County, Texas.

9.08. Reservation of Rights. To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

9.09. Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents

and do such further acts and things as the other Party may reasonably request in order to carry out the terms of this Agreement.

9.10. Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

9.11. Effect of State and Federal Laws. Notwithstanding any other provision of this Agreement, the District shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City ordinances or rules implementing such statutes or regulations, and such City ordinances or rules shall not be deemed a breach or default under this Agreement.

9.12. Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter and City ordinances. The District hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted by the Board of Directors of the District.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement effective as of the date first written above.

CITY OF PEARLAND, TEXAS

By:_____

_____, Mayor

ATTEST:

By:_____

_____ City Secretary

CHARLESTON MUNICIPAL UTILITY DISTRICT

By:_____
President, Board of Directors

ATTEST:

By:_____
Secretary, Board of Directors

Exhibit "A" to Strategic Partnership Agreement

SALES AND USE TAX AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

This **SALES AND USE TAX AGREEMENT** (this "Agreement") is made and entered into effective as of _____, ____, by and between the **CITY OF PEARLAND, TEXAS**, a municipal corporation and home-rule city of the State of Texas (the "City"), and **CHARLESTON MUNICIPAL UTILITY DISTRICT**, a conservation and reclamation district created pursuant to Article XIV, Section 59, Texas Constitution and operating pursuant to Chapters 49 and 54, Texas Water Code (the "District").

RECITALS

1. The City and the District (the "Parties") have preciously entered into that certain Strategic Partnership Agreement, dated as of _____ (the "Strategic Partnership Agreement"), providing for, inter alia, the imposition of the City's sales and use taxes within the District, contingent upon the City being an eligible municipality in accordance with the terms of Subsection (n) of the Act.

2. The 2010 Federal Census has determined that Brazoria County has a population in excess of 250,000, and that Harris County has a population in excess of 3.3 million. As a result, the City has found that it is a municipality in a county with a population of more than 250,000, bordering on the Gulf of Mexico, and adjacent to a county with a population of more than 3.3 million, and is therefore an eligible municipality under Subsection (n) of the Act.

3. The City provided notice to the District, and together they held two public hearings in accordance with Article 7 of the Strategic Partnership Agreement.

AGREEMENT

NOW, THEREFORE, the City and the District hereby agree as follows:

Section 1. Capitalized terms used herein shall have the same meanings as provided in the Strategic Partnership Agreement, unless otherwise defined herein.

Section 2. Effective upon the date first written above, the City is hereby authorized to impose, levy and collect its Sales and Use Taxes within the District.

Section 3. The parties agree to take all reasonably necessary steps to give effect to the terms of this Agreement.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement effective as of the date first written above.

CITY OF PEARLAND, TEXAS

By:_____
Mayor

ATTEST:

By:_____
City Secretary

CHARLESTON MUNICIPAL UTILITY DISTRICT

By:_____
President, Board of Directors

ATTEST:

By:_____
Secretary, Board of Directors

CAMCORP MUD
WATER, SANITARY SEWER, STORM SEWER FACILITIES, DRAINAGE, AND PAVING TO SERVE
CHARLESTON
APPROXIMATELY 90 ACRES

CONCEPTUAL COST ESTIMATE
100% Reimbursement
JANUARY 20, 2006

C:\Documents and Settings\lchjt\Local Settings\Temporary Internet Files\OLK38\[CharlestonCostEstimate_20060118_FMB_1-20-06.xls]100%

ITEM	DESCRIPTION	QUANTITY & UNIT	UNIT COST	ITEM TOTAL
UNIT A: SITE PREPARATION				
1.	Site Preparation: to remove trees, stumps, logs, vegetation, fences, rubbish, debris, organic matter and other objectionable material per the specifications (includes stripping existing topsoil; stockpiling topsoil; replacing topsoil over all disturbed areas unless otherwise instructed; and positive drainage for the entire site)	90 AC	$ 1,500.00	$ 135,300.00
2.	Demolition of existing structures	1 LS	$ 15,000.00	$ 15,000.00
	TOTAL, UNIT A			**$ 150,300.00**
UNIT B: WATER DISTRIBUTION SYSTEM				
1.	C900-DR18 PVC Waterline (class 150, all cuts):			
	a. 4" Pipe	3,200 LF	$ 12.00	$ 38,400.00
	b. 6" Pipe	4,350 LF	$ 16.00	$ 69,600.00
	c. 8" Pipe	9,500 LF	$ 20.00	$ 190,000.00

2. Miscellaneous Items			
a. 8" x 8" Tapping Sleeve and Valve	1 EA	$ 2,700.00	$ 2,700.00
b. Remove 8" Plug and Connect	1 EA	$ 270.00	$ 270.00
c. Bore and Jack 8" Waterline (not including pipe)	60 LF	$ 103.00	$ 6,180.00
d. Trench Safety System	16,990 LF	$ 1.00	$ 16,990.00
3. Appurtenances (Fittings, Valves, and Hydrants)	70%		$ 226,898.00
TOTAL, UNIT B			**$ 551,038.00**

UNIT C: SANITARY SEWER COLLECTION SYSTEM

1. Precast Concrete Manholes:			
a. Standard Manhole	65 EA	$ 1,350.00	$ 87,750.00
2. Extra Depth for Standard Manholes:			
a. 8' to 12' Depth	40.0 VF	$ 87.00	$ 3,480.00
b. Over 12' Depth	30.0 VF	$ 93.00	$ 2,790.00
3. SDR 26 P.V.C. Sewer :			
a. 8" Pipe (0' - 6' depth)	5,530 LF	$ 26.00	$ 143,780.00
b. 8" Pipe (6' - 8' depth)	3,470 LF	$ 29.00	$ 100,630.00
c. 8" Pipe (8' - 10' depth)	810 LF	$ 35.00	$ 28,350.00
d. 8" Pipe (10' - 12' depth)	665 LF	$ 40.00	$ 26,600.00

e. 8" Pipe (12' - 14' depth)	650 LF	$ 45.00	$ 29,250.00
f. 8" Pipe (14' - 16' depth)	970 LF	$ 52.00	$ 50,440.00
g. 8" Pipe (16' - 18' depth)	720 LF	$ 55.00	$ 39,600.00
h. 10" Pipe (16' - 18' depth)	620 LF	$ 60.00	$ 37,200.00
4. 6" Sanitary Sewer Lead (SDR 26 P.V.C.) (including trench safety, risers, wyes, plugs, adapters, drops, markers, & pipe; all depths and lengths):			
a. Near Side Connection	101 EA	$ 510.00	$ 51,510.00
b. Far Side Connection	116 EA	$ 2,040.00	$ 236,640.00
5. Standard 8" Drop Connection:			
a. Standard 8" Drop (0' - 3' depth)	15 EA	$ 363.00	$ 5,445.00
b. Extra Depth (Over 3' depth)	60.0 VF	$ 31.00	$ 1,860.00
6. Standard 6" Sanitary Sewer Stacks:			
a. Standard 6" Stack (0' - 3' depth)	3 EA	$ 557.00	$ 1,671.00
b. Extra Depth (Over 3' depth)	35.0 VF	$ 30.00	$ 1,050.00
7. Miscellaneous Items:			
a. Bore and Jack 8" Sanitary Sewer (pipe not included)	60 LF	$ 79.00	$ 4,740.00
b. Trench Safety System	13,435 LF	$ 2.00	$ 26,870.00

The following items are to be used only when directed by the Engineer using methods approved by the Engineer. Utilization of these items will depend on site conditions at the time of construction.

8. Trench Dewatering : ($20.00 per LF minimum)	3,625 LF	$ 20.00	$ 72,500.00
9. Crushed Stone Bedding and all appurtenances for Wet Sand Construction, per plans: ($20.00 per LF minimum)	3,625 LF	$ 20.00	$ 72,500.00
10. Manhole Base for Wet Sand Construction, per plans: ($500.00 per EA minimum)	30 EA	$ 500.00	$ 15,000.00
TOTAL, UNIT C			**$ 1,039,656.00**

UNIT D: STORM SEWER SYSTEM

1. Standard Type "C" Manhole:			
a. 24" - 42" R.C.P.	79 EA	$ 1,300.00	$ 102,700.00
b. 48" - 72" R.C.P.	20 EA	$ 1,900.00	$ 38,000.00
2. Extra Depth for Standard Manholes:			
a. Over 8' depth	80.0 VF	$ 110.00	$ 8,800.00
3. Type "C" Inlet:			
a. 1st Stage (40% of total)	106 EA	$ 620.00	$ 65,720.00
b. 2nd Stage (60% of total)	106 EA	$ 870.00	$ 92,220.00
4. R.C.P. Sewer (C-76, Cl. III, with rubber gasket joints) (all depths):			
a. 24" Pipe	6,698 LF	$ 49.00	$ 328,202.00
b. 30" Pipe	1,505 LF	$ 59.00	$ 88,795.00
c. 36" Pipe	950 LF	$ 85.00	$ 80,750.00

d. 42" Pipe	1,040 LF	$	106.00	$ 110,240.00
e. 48" Pipe	1,580 LF	$	123.00	$ 194,340.00
f. 54" Pipe	580 LF	$	153.00	$ 88,740.00
g. 60" Pipe	255 LF	$	172.00	$ 43,860.00
f. 66" Pipe	170 LF	$	190.00	$ 32,300.00
g. 72" Pipe	485 LF	$	225.00	$ 109,125.00
5. Pipeline Adjustment	1 LS	$	200,000.00	$ 200,000.00
6. Miscellaneous Items				
a. Slope Paving	90 SY	$	55.00	$ 4,950.00
b. Concrete Rip-Rap	120 SY	$	40.00	$ 4,800.00
c. Timber Bent	6 EA	$	1,300.00	$ 7,800.00
d. Type "E" Inlet on manhole	6 EA	$	1,400.00	$ 8,400.00
e. Trench Safety System	13,263 LF	$	2.00	$ 26,526.00

The following are to be used only when directed by the Engineer using methods approved by the Engineer. Utilization of these items will depend on site conditions at the time of construction.

7. Trench Dewatering ($20.00 per LF minimum)	200 LF	$	20.00	$ 4,000.00
8. 6-inch Concrete Seal Slab, per plans for Wet Sand Construction ($15.00 per LF minimum)	200 LF	$	15.00	$ 3,000.00

9.	Crushed Stone Bedding Wrapped in Filter Fabric ($10.00 per LF minimum)	200 LF	$	10.00	$ 2,000.00
	TOTAL, UNIT D				**$ 1,645,268.00**

UNIT E: STORM WATER POLLUTION PROTECTION

1.	Enforcement and Maintenance of TPDES Requirements for Duration of Contract	1 LS	$	5,000.00	$ 5,000.00
2.	Stabilized Construction Access (Spec. Item 4711)	1 EA	$	1,580.00	$ 1,580.00
3.	Concrete Truck Washout Area	1 EA	$	802.00	$ 802.00
4.	Inlet Protection Barrier - Stage I (Spec. Item 4511)	106 EA	$	51.00	$ 5,406.00
5.	Inlet Protection Barrier - Stage II (Spec. Item 4511)	106 EA	$	38.00	$ 4,028.00
6.	Reinforced Filter Fabric Fence (Spec. Item 4311)	33,980 LF	$	2.50	$ 84,950.00
7.	Hydro-Mulch Seeding of Reserves; Areas Between Back of Curb and R.O.W. (Spec. Item 4241)	15.0 AC	$	1,250.00	$ 18,750.00
	TOTAL, UNIT E				**$ 120,516.00**

UNIT F: ONSITE REINFORCED CONCRETE PAVING

1. 6" Reinforced Concrete Paving (to include curbs,

subgrade preparation, signage, striping, and all appurtenances) - 28' B-B	16,600 LF	$	120.00	$	1,992,000.00
2. 8" Reinforced Paving, Boulevard at main entrance from SH 6 (to include curbs, subgrade preparation, signage, striping, and all appurtenances)	450 LF	$	270.00	$	121,500.00
TOTAL, UNIT F				**$**	**2,113,500.00**

UNIT G: OFFSITE REINFORCED CONCRETE PAVING - POST ROAD

1. 8" Reinforced Paving, Half Boulevard across north tract boundary (to include curbs, subgrade preparation, signage, striping, and all appurtenances)	1,400 LF	$	200.00	$	280,000.00
TOTAL, UNIT G				**$**	**280,000.00**

UNIT H: OFFSITE WATER LINE ALONG POST ROAD

1. C900-DR18 PVC Waterline (class 150, all cuts):					
a. 8" Pipe	3,300 LF	$	24.00	$	79,200.00
2. Miscellaneous Items					
a. 8" x 8" Tapping Sleeve and Valve	1 EA	$	2,930.00	$	2,930.00
b. Trench Safety System	3,300 LF	$	1.00	$	3,300.00
3. Appurtenances (Fittings, Valves, and Hydrants)	70%			$	59,801.00
TOTAL, UNIT H				**$**	**145,231.00**

UNIT I: LIFT STATION AND FORCE MAIN ALONG SH 6

1.	Lift Station	1 LS	$ 250,000.00	$ 250,000.00
2.	8" Force Main from Lift Station to BCMUD 21 Wastewater Treatment Plant	5,950 LF	$ 27.00	$ 160,650.00
3.	Miscellaneous Items:			
	a. 8" Bore and Jack (not including pipe)	200 LF	$ 79.00	$ 15,800.00
	b. Trench Safety System	5,950 LF	$ 2.00	$ 11,900.00
	TOTAL, UNIT I			**$ 438,350.00**

UNIT J: OFFSITE STORM WATER POLLUTION PROTECTION - SH 6 FORCE MAIN

1.	Reinforced Filter Fabric Fence	11,900 LF	$ 2.50	$ 29,750.00
2.	Inlet Protection Barrier for Stage II Inlets	3 EA	$ 39.28	$ 117.84
3.	Hydromulch Seed and Fertilize disturbed areas	2.7 AC	$ 1,250.00	$ 3,414.83
4.	Maintenance of SWPPP for Duration of Contract	1 LS	$ 1,000.00	$ 1,000.00
	TOTAL, UNIT J			**$ 34,282.67**

UNIT K: WATER WELL NO. 3, TRANSMISSION LINE, AND EXPANSION TO WATER PLANT NO. 1

1.	1,000 gpm BC MUD 21 Water Well No. 3	1 LS	$ 1,150,000.00	$ 1,150,000.00
2.	C900-DR18 PVC Well Collection Waterline (class 150, all cuts):			
	a. 8" Pipe	3,600 LF	$ 28.00	$ 100,800.00
3.	Ground Storage Tank	1 LS	$ 140,000.00	$ 140,000.00

4.	Hydropneumatic Tank	1 LS	$ 45,000.00	$ 45,000.00
5.	Booster Pumps	1 LS	$ 50,000.00	$ 50,000.00
6.	Yard Piping	1 LS	$ 50,000.00	$ 50,000.00
7.	Electrical	1 LS	$ 70,000.00	$ 70,000.00
8.	Pro-rata share of site work	1 LS	$ 70,000.00	$ 70,000.00
	TOTAL, UNIT K			**$ 1,675,800.00**

UNIT L: OFFSITE STORM WATER POLLUTION PROTECTION - TRANSMISSION LINE TO WATER PLANT NO. 1

1.	Reinforced Filter Fabric Fence	7,200 LF	$ 2.50	$ 18,000.00
2.	Hydromulch Seed and Fertilize disturbed areas	1.7 AC	$ 1,250.00	$ 2,066.12
3.	Maintenance of SWPPP for Duration of Contract	1 LS	$ 1,000.00	$ 1,000.00
	TOTAL, UNIT L			**$ 21,066.12**

UNIT M: DETENTION FACILITIES

1.	Excavation of Fill from Detention and Placement of Fill Onsite	169,405 CY	$ 4.00	$ 677,620.00
2.	Box Culverts under road crossings	160 LF	$ 520.00	$ 83,200.00
	TOTAL, UNIT M			**$ 760,820.00**

NOTE: Detention pond assumed to have 20' berms, 3:1 side slopes, and 11' depth

UNIT N: STORMWATER PUMP STATION AND OUTFALL ACROSS SH 6

1.	Stormwater Pump Station	1 LS	$ 450,000.00	$ 450,000.00
2.	60" Pipe from pump station to outfall	600 LF	$ 172.00	$ 103,200.00
3.	Stilling Basin	1 LS	$ 4,500.00	$ 4,500.00
4.	Generator	1 LS	$ 125,000.00	$ 125,000.00
5.	Bore and Jack 60" Storm sewer across SH 6 (including pipe)	110 LF	$ 950.00	$ 104,500.00
	TOTAL, UNIT N			**$ 787,200.00**

UNIT O: OFFSITE STORM WATER POLLUTION PROTECTION - SH 6 STORMWATER PUMP OUTFALL

1.	Reinforced Filter Fabric Fence	1,200 LF	$ 2.50	$ 3,000.00
2.	Hydromulch Seed and Fertilize disturbed areas	0.3 AC	$ 1,250.00	$ 344.35
3.	Maintenance of SWPPP for Duration of Contract	1 LS	$ 1,000.00	$ 1,000.00
	TOTAL, UNIT O			**$ 4,344.35**

UNIT P: CONSTRUCTION OF PERMANENT BC MUD 21 WWTP

1.	Share of Permanent WWTP Facilities	175,770 GAL	$ 4.50	$ 790,965.00
	TOTAL, UNIT P			**$ 790,965.00**

UNIT Q: PARKS AND LANDSCAPING

1.	Playground Equipment	1 LS	$ 30,000.00	$ 30,000.00

2. Gazebo	1 LS	$ 18,000.00	$ 18,000.00
3. Exercise Equipment	1 LS	$ 30,000.00	$ 30,000.00
4. 4' Asphalt Jogging Trail around Detention	7,500 LF	$ 4.00	$ 30,000.00
5. Picnic Tables	5 EA	$ 550.00	$ 2,750.00
6. 4" Trees	1 LS	$ 60,000.00	$ 60,000.00
TOTAL, UNIT Q			**$ 170,750.00**

SUMMARY	District	Developer
Unit A: Site Preparation	$ 52,605.00	$ 97,695.00
Unit B: Water Distribution System	$ 551,038.00	
Unit C: Sanitary Sewer Collection System	$ 1,039,656.00	
Unit D: Storm Sewer System	$ 1,645,268.00	
Unit E: Storm Water Pollution Protection	$ 120,516.00	
Unit F: Onsite Reinforced Concrete Paving		$ 2,113,500.00
Unit G: Offsite Reinforced Concrete Paving - Post Road	$ 280,000.00	
Unit H: Offsite Water Line Along Post Road	$ 145,231.00	
Unit I: Lift Station and Force Main Along SH 6	$ 438,350.00	
Unit J: Storm Water Pollution Protection - SH 6 Force Main	$ 34,282.67	

Unit K: Water Well No. 3, Transmission Line, and Expansion to Water Plant No. 1	$ 1,675,800.00	
Unit L: Storm Water Pollution Protection - Transmission Line to Water Plan No. 1	$ 21,066.12	
Unit M: Detention Facilities	$ 760,820.00	
Unit N: Stormwater Pump Station and Outfall Across SH 6	$ 787,200.00	
Unit O: Storm Water Pollution Protection - SH 6 Stormwater Pump Outfall	$ 4,344.35	
Unit P: Construction of Permanent BC MUD 21 WWTP	$ 790,965.00	
Unit Q: Parks and Landscaping	$ 170,750.00	
Subtotal	**$ 8,517,892.14**	**$ 2,211,195.00**
15% Contingencies	$ 1,277,683.82	$ 331,679.25
Total Estimate	**$ 9,795,575.96**	**$ 2,542,874.25**
Grand Total for Development (including utilities and paving)		**$ 12,338,450.21**

Notes:

* Does not include any surplus capacity to serve future annexations
* Does not inlcude costs for onsite or offsite easement acquisitions
* A drainage study has not been performed for this tract
* A preliminary detention storage rate of 0.92 ac-ft/ac was used.

Charleston MUD

$9,795,575.96	Total bond issue requirement per engineer
$1,150,000.00	Less water plant
$790,965.00	Less sewer plant
$7,854,610.96	Total without water plant and sewer plant
$379,500.00	Add 33% of water plant
$261,018.45	Add 33% of sewer plant
$8,495,129.41	Total revised costs
$12,135,899.16	Total revised bond issue requirement
$12,135,000.00	Bond issue rounded

PROJECTED DEBT SERVICE SCHEDULE

Charleston MUD
15 year amortization

Dated Date: 10/01/08

Date	Principal	Coupon	Interest	Total	Annual Total
04/01/09	$485,000.00	7.000%	$424,725.00	$909,725.00	
10/01/09	-		407,750.00	407,750.00	1,317,475.00
04/01/10	515,000.00	7.000%	407,750.00	922,750.00	-
10/01/10	-		389,725.00	389,725.00	1,312,475.00
04/01/11	555,000.00	7.000%	389,725.00	944,725.00	-
10/01/11	-		370,300.00	370,300.00	1,315,025.00
04/01/12	590,000.00	7.000%	370,300.00	960,300.00	-
10/01/12	-		349,650.00	349,650.00	1,309,950.00
04/01/13	635,000.00	7.000%	349,650.00	984,650.00	-
10/01/13	-		327,425.00	327,425.00	1,312,075.00
04/01/14	675,000.00	7.000%	327,425.00	1,002,425.00	-
10/01/14	-		303,800.00	303,800.00	1,306,225.00
04/01/15	725,000.00	7.000%	303,800.00	1,028,800.00	-
10/01/15	-		278,425.00	278,425.00	1,307,225.00
04/01/16	775,000.00	7.000%	278,425.00	1,053,425.00	-
10/01/16	-		251,300.00	251,300.00	1,304,725.00
04/01/17	830,000.00	7.000%	251,300.00	1,081,300.00	-
10/01/17	-		222,250.00	222,250.00	1,303,550.00
04/01/18	890,000.00	7.000%	222,250.00	1,112,250.00	-
10/01/18	-		191,100.00	191,100.00	1,303,350.00
04/01/19	950,000.00	7.000%	191,100.00	1,141,100.00	-
10/01/19	-		157,850.00	157,850.00	1,298,950.00
04/01/20	1,015,000.00	7.000%	157,850.00	1,172,850.00	-
10/01/20	-		122,325.00	122,325.00	1,295,175.00
04/01/21	1,085,000.00	7.000%	122,325.00	1,207,325.00	-
10/01/21	-		84,350.00	84,350.00	1,291,675.00
04/01/22	1,165,000.00	7.000%	84,350.00	1,249,350.00	-
10/01/22	-		43,575.00	43,575.00	1,292,925.00
04/01/23	1,245,000.00	7.000%	43,575.00	1,288,575.00	-
10/01/23	-		-	-	1,288,575.00
Total	$12,135,000.00		$7,424,375.00	$19,559,375.00	$19,559,375.00

PROJECTED DEBT SERVICE SCHEDULE

Charleston MUD
20 year amortization

Dated Date: 10/01/08

Date	Principal	Coupon	Interest	Total	Annual Total
04/01/09	$295,000.00	7.000%	$424,725.00	$719,725.00	
10/01/09	-		414,400.00	414,400.00	1,134,125.00
04/01/10	315,000.00	7.000%	414,400.00	729,400.00	-
10/01/10	-		403,375.00	403,375.00	1,132,775.00
04/01/11	340,000.00	7.000%	403,375.00	743,375.00	-
10/01/11	-		391,475.00	391,475.00	1,134,850.00
04/01/12	360,000.00	7.000%	391,475.00	751,475.00	-
10/01/12	-		378,875.00	378,875.00	1,130,350.00
04/01/13	390,000.00	7.000%	378,875.00	768,875.00	-
10/01/13	-		365,225.00	365,225.00	1,134,100.00
04/01/14	415,000.00	7.000%	365,225.00	780,225.00	-
10/01/14	-		350,700.00	350,700.00	1,130,925.00
04/01/15	445,000.00	7.000%	350,700.00	795,700.00	-
10/01/15	-		335,125.00	335,125.00	1,130,825.00
04/01/16	475,000.00	7.000%	335,125.00	810,125.00	-
10/01/16	-		318,500.00	318,500.00	1,128,625.00
04/01/17	510,000.00	7.000%	318,500.00	828,500.00	-
10/01/17	-		300,650.00	300,650.00	1,129,150.00
04/01/18	545,000.00	7.000%	300,650.00	845,650.00	-
10/01/18	-		281,575.00	281,575.00	1,127,225.00
04/01/19	580,000.00	7.000%	281,575.00	861,575.00	-
10/01/19	-		261,275.00	261,275.00	1,122,850.00
04/01/20	625,000.00	7.000%	261,275.00	886,275.00	-
10/01/20	-		239,400.00	239,400.00	1,125,675.00
04/01/21	665,000.00	7.000%	239,400.00	904,400.00	-
10/01/21	-		216,125.00	216,125.00	1,120,525.00
04/01/22	715,000.00	7.000%	216,125.00	931,125.00	-
10/01/22	-		191,100.00	191,100.00	1,122,225.00
04/01/23	765,000.00	7.000%	191,100.00	956,100.00	-
10/01/23	-		164,325.00	164,325.00	1,120,425.00
04/01/24	815,000.00	7.000%	164,325.00	979,325.00	-
10/01/24	-		135,800.00	135,800.00	1,115,125.00
04/01/25	875,000.00	7.000%	135,800.00	1,010,800.00	-
10/01/25	-		105,175.00	105,175.00	1,115,975.00
04/01/26	935,000.00	7.000%	105,175.00	1,040,175.00	-
10/01/26	-		72,450.00	72,450.00	1,112,625.00
04/01/27	1,000,000.00	7.000%	72,450.00	1,072,450.00	-
10/01/27	-		37,450.00	37,450.00	1,109,900.00
04/01/28	1,070,000.00	7.000%	37,450.00	1,107,450.00	-
10/01/28	-		-	-	1,107,450.00
Total	$12,135,000.00		$10,350,725.00	$22,485,725.00	$22,485,725.00

PROJECTED DEBT SERVICE SCHEDULE

Charleston MUD
25 year amortization

Dated Date: 10/01/08

Date	Principal	Coupon	Interest	Total	Annual Total
04/01/09	$190,000.00	7.000%	$424,725.00	$614,725.00	
10/01/09	-		418,075.00	418,075.00	1,032,800.00
04/01/10	205,000.00	7.000%	418,075.00	623,075.00	-
10/01/10	-		410,900.00	410,900.00	1,033,975.00
04/01/11	220,000.00	7.000%	410,900.00	630,900.00	-
10/01/11	-		403,200.00	403,200.00	1,034,100.00
04/01/12	235,000.00	7.000%	403,200.00	638,200.00	-
10/01/12	-		394,975.00	394,975.00	1,033,175.00
04/01/13	250,000.00	7.000%	394,975.00	644,975.00	-
10/01/13	-		386,225.00	386,225.00	1,031,200.00
04/01/14	270,000.00	7.000%	386,225.00	656,225.00	-
10/01/14	-		376,775.00	376,775.00	1,033,000.00
04/01/15	290,000.00	7.000%	376,775.00	666,775.00	-
10/01/15	-		366,625.00	366,625.00	1,033,400.00
04/01/16	310,000.00	7.000%	366,625.00	676,625.00	-
10/01/16	-		355,775.00	355,775.00	1,032,400.00
04/01/17	330,000.00	7.000%	355,775.00	685,775.00	-
10/01/17	-		344,225.00	344,225.00	1,030,000.00
04/01/18	355,000.00	7.000%	344,225.00	699,225.00	-
10/01/18	-		331,800.00	331,800.00	1,031,025.00
04/01/19	375,000.00	7.000%	331,800.00	706,800.00	-
10/01/19	-		318,675.00	318,675.00	1,025,475.00
04/01/20	405,000.00	7.000%	318,675.00	723,675.00	-
10/01/20	-		304,500.00	304,500.00	1,028,175.00
04/01/21	430,000.00	7.000%	304,500.00	734,500.00	-
10/01/21	-		289,450.00	289,450.00	1,023,950.00
04/01/22	460,000.00	7.000%	289,450.00	749,450.00	-
10/01/22	-		273,350.00	273,350.00	1,022,800.00
04/01/23	495,000.00	7.000%	273,350.00	768,350.00	-
10/01/23	-		256,025.00	256,025.00	1,024,375.00
04/01/24	530,000.00	7.000%	256,025.00	786,025.00	-
10/01/24	-		237,475.00	237,475.00	1,023,500.00
04/01/25	565,000.00	7.000%	237,475.00	802,475.00	-
10/01/25	-		217,700.00	217,700.00	1,020,175.00
04/01/26	605,000.00	7.000%	217,700.00	822,700.00	-
10/01/26	-		196,525.00	196,525.00	1,019,225.00
04/01/27	650,000.00	7.000%	196,525.00	846,525.00	-
10/01/27	-		173,775.00	173,775.00	1,020,300.00
04/01/28	695,000.00	7.000%	173,775.00	868,775.00	-
10/01/28	-		149,450.00	149,450.00	1,018,225.00
04/01/29	740,000.00	7.000%	149,450.00	889,450.00	-
10/01/29	-		123,550.00	123,550.00	1,013,000.00
04/01/30	795,000.00	7.000%	123,550.00	918,550.00	-
10/01/30	-		95,725.00	95,725.00	1,014,275.00
04/01/31	850,000.00	7.000%	95,725.00	945,725.00	-
10/01/31	-		65,975.00	65,975.00	1,011,700.00
04/01/32	910,000.00	7.000%	65,975.00	975,975.00	-
10/01/32	-		34,125.00	34,125.00	1,010,100.00
04/01/33	975,000.00	7.000%	34,125.00	1,009,125.00	-
10/01/33	-		-	-	1,009,125.00
Total	$12,135,000.00		$13,474,475.00	$25,609,475.00	$25,609,475.00

PROJECTED DEBT SERVICE SCHEDULE

Charleston MUD
30 year amortization

Dated Date: 10/01/08

Date	Principal	Coupon	Interest	Total	Annual Total
04/01/09	$130,000.00	7.000%	$424,725.00	$554,725.00	
10/01/09	-		420,175.00	420,175.00	974,900.00
04/01/10	140,000.00	7.000%	420,175.00	560,175.00	-
10/01/10	-		415,275.00	415,275.00	975,450.00
04/01/11	145,000.00	7.000%	415,275.00	560,275.00	-
10/01/11	-		410,200.00	410,200.00	970,475.00
04/01/12	155,000.00	7.000%	410,200.00	565,200.00	-
10/01/12	-		404,775.00	404,775.00	969,975.00
04/01/13	170,000.00	7.000%	404,775.00	574,775.00	-
10/01/13	-		398,825.00	398,825.00	973,600.00
04/01/14	180,000.00	7.000%	398,825.00	578,825.00	-
10/01/14	-		392,525.00	392,525.00	971,350.00
04/01/15	195,000.00	7.000%	392,525.00	587,525.00	-
10/01/15	-		385,700.00	385,700.00	973,225.00
04/01/16	205,000.00	7.000%	385,700.00	590,700.00	-
10/01/16	-		378,525.00	378,525.00	969,225.00
04/01/17	220,000.00	7.000%	378,525.00	598,525.00	-
10/01/17	-		370,825.00	370,825.00	969,350.00
04/01/18	235,000.00	7.000%	370,825.00	605,825.00	-
10/01/18	-		362,600.00	362,600.00	968,425.00
04/01/19	255,000.00	7.000%	362,600.00	617,600.00	-
10/01/19	-		353,675.00	353,675.00	971,275.00
04/01/20	270,000.00	7.000%	353,675.00	623,675.00	-
10/01/20	-		344,225.00	344,225.00	967,900.00
04/01/21	290,000.00	7.000%	344,225.00	634,225.00	-
10/01/21	-		334,075.00	334,075.00	968,300.00
04/01/22	310,000.00	7.000%	334,075.00	644,075.00	-
10/01/22	-		323,225.00	323,225.00	967,300.00
04/01/23	330,000.00	7.000%	323,225.00	653,225.00	-
10/01/23	-		311,675.00	311,675.00	964,900.00
04/01/24	355,000.00	7.000%	311,675.00	666,675.00	-
10/01/24	-		299,250.00	299,250.00	965,925.00
04/01/25	380,000.00	7.000%	299,250.00	679,250.00	-
10/01/25	-		285,950.00	285,950.00	965,200.00
04/01/26	405,000.00	7.000%	285,950.00	690,950.00	-
10/01/26	-		271,775.00	271,775.00	962,725.00
04/01/27	435,000.00	7.000%	271,775.00	706,775.00	-
10/01/27	-		256,550.00	256,550.00	963,325.00
04/01/28	465,000.00	7.000%	256,550.00	721,550.00	-
10/01/28	-		240,275.00	240,275.00	961,825.00
04/01/29	495,000.00	7.000%	240,275.00	735,275.00	-
10/01/29	-		222,950.00	222,950.00	958,225.00
04/01/30	530,000.00	7.000%	222,950.00	752,950.00	-
10/01/30	-		204,400.00	204,400.00	957,350.00
04/01/31	570,000.00	7.000%	204,400.00	774,400.00	-
10/01/31	-		184,450.00	184,450.00	958,850.00
04/01/32	610,000.00	7.000%	184,450.00	794,450.00	-
10/01/32	-		163,100.00	163,100.00	957,550.00
04/01/33	650,000.00	7.000%	163,100.00	813,100.00	-
10/01/33	-		140,350.00	140,350.00	953,450.00
04/01/34	695,000.00	7.000%	140,350.00	835,350.00	-
10/01/34	-		116,025.00	116,025.00	951,375.00
04/01/35	745,000.00	7.000%	116,025.00	861,025.00	-
10/01/35	-		89,950.00	89,950.00	950,975.00
04/01/36	800,000.00	7.000%	89,950.00	889,950.00	-
10/01/36	-		61,950.00	61,950.00	951,900.00
04/01/37	855,000.00	7.000%	61,950.00	916,950.00	-
10/01/37	-		32,025.00	32,025.00	948,975.00
04/01/38	915,000.00	7.000%	32,025.00	947,025.00	-
10/01/38	-		-	-	947,025.00
Total	$12,135,000.00		$16,775,325.00	$28,910,325.00	$28,910,325.00

Louis Trapolino

From: Brian.Gibson@Lennar.com
Sent: Tuesday, January 10, 2006 10:16 AM
To: ltrapolino@legendhomecorp.com
Subject: BCMUD 21 & 22 / Camcorp Draft Agreement

O.K. guys, we have finally gotten a draft of the agreement. There are still several issues that need to be worked out.

One caveat to this agreement is that we are only doing this with Camcorp. I have had several calls from landowners around your track that have expressed interest in being apart of this agreement. I am not sure how they knew we were talking, but they have called.

Anyway, please review and lets get together.

Thanks,

Brian Gibson, P.E.
FRIENDSWOOD DEVELOPMENT COMPANY
550 Greens Parkway, Suite 100
Houston, Texas 77067-4526
Phone: (281) 874-8558
Fax: (281) 872-4207

Term sheet

Water and sewer agreement
Brazoria County Municipal Utility District No. 21 and 22
Camcorp Interests, Ltd.

Camcorp is creating a MUD (Campcorp MUD) in Pearland's ETJ adjacent to Savannah. They will cooperate on regional water and sewer facilities. All existing water and sewer capacity is currently committed to MUDs 21 and 22.

Water

Camcorp will drill 1000gpm water well (Water Well 3) outside MUDs 21 and 22, and construct trunklines to deliver the water to the MUD 21 water plant (the Plant), and will expand the Plant at Camcorp's expense.

Two-thirds capacity created from Water Well 3 and the Plant expansion will serve Camcorp tract. One-third of Water Well 3 capacity will be reserved to MUDs 21 and 22 to serve Savannah development.

Water Well 3 and trunklines will belong to Camcorp MUD, but be operated by MUD 21 on behalf of the three MUDs.

Camcorp will pay all construction costs of Water Well 3, the Plant expansion, the trunklines, as well as a prorata share of the existing site costs, including site preparation and other existing costs incurred benefiting the new capacity created.

Upon completion of the facilities, Camcorp MUD will pay for its share of the operating costs of the Plant, including the new well and trunkline, based on its prorata share of the capacity reserved the entire facility.

[The Plant is owned by ECO, under lease to the MUDs. This agreement will require an amendment to the lease/purchase agreement and consent of ECO.]

Sewer

Camcorp will enlarge the existing sewer plant (the Sewer Plant) to create capacity needed for its development.

Camcorp will construct trunklines, lift stations, etc., to the Sewer Plant site as necessary to serve the Camcorp development.

Camcorp will pay all costs of the expansion and trunklines, permit amendments, as well as a prorata share of the existing site costs, including site preparation and other existing costs incurred benefiting the new capacity created.

Camcorp or its MUD will pay for its share of the operating costs of the Sewer Plant, as expanded, based on its prorata share of the capacity reserved in the Sewer Plant. Camcorp or its MUD will pay all operating costs of any trunklines or lift stations needed.

Sewer plant is a leased facility. The existing agreement will need to be amended, and the new lease payments attributable to the costs of the additional facilities allocated to Camcorp as a cost of operating the facilities.

Pearland Agreement

MUDs 21 and 22 have a strategic partnership agreement with Pearland to participate in regional water and wastewater facilities. Water and wastewater capacity is ultimately reuired to become part of a regional Pearland system; as a result, participation in the MUD 21 and 22 facilities is complicated in the long term.

Water—at such time as City plans major water trunklines that MUDs 21 and 22 can participate in, they cannot increase the size of their own plants and must connect to the City system. The Camcorp MUD will be required to participate in the costs of connecting to the City system at such time on a prorata basis.

Sewer—interim facilities cannot exceed 750,000gpd. At that point the interim facilities will have to be replaced with permanent facilities. By adding the Camcorp connections, the date for replacement of the interim facilities will sooner that otherwise. Camcorp will have to finance permanent replacement facilities for the interim facilities it adds to the existing plant when the permanent replacement plant is required to be built.