UTILITY DEVELOPMENT AGREEMENT AND CHAPTER 380 AGREEMENT

This Utility Development Agreement and Chapter 380 Agreement (this "Agreement") is made of February 11**, 2025 (the "Effective Date"), among the City of Magnolia, Texas a political subdivision in the State of Texas (the "City") and TYSMG, LLC, a Texas limited liability company ("TYSMG"), (the City and TYSMG are sometimes referred to collectively as the "parties" or individually as "party").**

RECITALS:

A. TYSMG currently owns approximately 57.342 acres of land in Montgomery County, Texas described in the metes and bounds in Exhibit A attached hereto and depicted on Exhibit A-1 attached hereto (the "**Property**") and desires to develop the Property for commercial use. The name of the project shall be The Farm League (the "**TFL**").

B. The Property is currently located within the extraterritorial jurisdiction of the City and the parties desire and intend to annex the Property into the City's boundaries.

C. Development of the Property requires an agreement providing for long-term foreseeability in regulatory requirements and development standards by the City regarding the Property and anticipated sales tax revenue to the City.

D. The City and TYSMG agree that the development of the Property can best proceed pursuant to a single development agreement.

E. The City and TYSMG 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.

F. The City has constructed a water and sanitary sewer line ("City Public Infrastructure Facilities") that shall serve, among other things, TFL. The City Public Infrastructure Facilities are shown in the attached" Exhibit B to the Agreement and are shown by dotted lines. No other facilities are required to be built by the City.

G. The City is authorized by Chapter 380 of the Texas Local Government Code to make grants of money to promote state and local economic development and to stimulate business and commercial activity in the City.

H. The City has determined that substantial economic benefit, including the generation of additional sales and property taxes and the creation of new opportunities of employment, will accrue to the City as a result of the TYSMG's purchase and development of the Property, the construction of business and commercial use on the Property, and operation of the businesses on the Property.

I. The completion of the improvements and infrastructure by TYSMG will promote economic development and stimulate business and commercial activity in the City, will create jobs, and will expand the tax base by construction of real property improvements.

AGREEMENT:

Now, therefore, for and in consideration of a valuable consideration received by each of the parties, the receipt and sufficiency of which is hereby acknowledged, the City and TYSMG agree as follows:

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

"City" means the City of Magnolia, Texas.

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

"City Fees" means all fees and costs which would ordinarily be paid to the City by TYSMG in connection with the development of the Property and construction of improvements thereon, including, but not limited to application fees, inspection fees, permitting fees, review fees, sewer connections, water connections, impact fees, and other fees, expenses or costs imposed or required by the Unified Development Code and other applicable City laws and requirements.

"County" means Montgomery County, Texas.

"Developer" means TYSMG, LLC, a Texas limited liability company, and any successor or assign as limited by Section 10.G herein.

"Conceptual Plan" means the plan for development of the Property, a copy of which is attached to this Agreement as Exhibit B, as it may be revised from time to time in accordance with Section 5.

"Decorative Elements" means those ancillary site elements intended to enhance the beautification of the overall development, including accessory structures, ancillary buildings not meant for human occupation, signs, marquees and other various elements and facilities related to the sports industry.

"Master Plan" means the Comprehensive Plan of the City initially adopted on April 9, 2013, as amended, and modified by the City and not including any future amendments or changes.

"Permitted Variances" means the permitted variances from the City's Unified Development Code as set forth on Exhibit C attached hereto.

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

"Planning and Zoning Commission" means the Planning and Zoning Commission of the City.

"Property" means that real property described in Exhibit A attached hereto.

"Sign Ordinance" means Chapter 6 of the Unified Development Code, and not including any future amendments or changes.

"Unified Development Code" means the 2015 Unified Development Code, and any amendments thereto as of the Effective Date, and not including any future amendments or

changes, except future amendments or changes exempted from Chapter 245, Local Government Code by Section 245.004, Local Government Code; provided, however, that Developer may, at Developer's option, elect to be bound by a future amendment or change to the Unified Development Code.

2. Construction of City Utilities. TYSMG agrees to construct the City Utilities in accordance with the terms and provisions of the Agreement. "**City Utilities**" means the construction of (i) a 16" City water main and appurtenances and (ii) a 15" City gravity sanitary sewer main and appurtenances from the City Public Infrastructure Facilities' existing location to a point at the southeast corner of the Property or the northwest corner of FM 1488 and State Highway 149, all as shown and described on the Conceptual Plan attached hereto as Exhibit B. The design and construction of the City Utilities are herein collectively referred to as the "**TFL Work**."

A. Engineer and Contractors.

i. Engineer. TYSMG shall engage a registered professional engineer licensed in the State of Texas (the "Engineer") to prepare the necessary plans for the construction of the TFL Work. TYSMG shall continue to use the Engineer or another qualified engineer to the extent additional engineering services or engineering inspections are required in connection with the TFL Work.

ii. Contractors. Upon approval of the TFL Construction Plans (defined herein) as provided below, TYSMG shall engage the services of contractors (the "Contractors") to perform the services necessary to construct and perform the TFL Work. TYSMG shall instruct the Engineer to solicit for competitive bids for all aspects of the TFL Work in excess of $50,000.00. In this regard, TYSMG will instruct the Engineer to review and tabulate and then submit to the City all bids received. The City may review the bids, but all decisions regarding the bids and the Contracts (defined below) will be made by TYSMG.

iii. Contracts. Upon selection of the preferred bids and the Contractors by TYSMG, TYSMG will negotiate the applicable contracts (the "Contracts"). Upon execution of the Contracts by TYSMG and the applicable Contractor, copies of the Contracts will be provided to the City. The City will not be a party to the Contracts. TYSMG and the City will each pay a portion of the costs of the TFL Work as provided in Section 2.E.(b) below.

iv. Terms of Contracts. TYSMG shall use commercially reasonable efforts to cause all the Contracts to (i) require the Contractor to indemnify, defend, and hold harmless the parties and the Property from all mechanic's and materialmen's liens arising by or under such Contracts, (ii) contain indemnification language for the benefits of the parties, and (iii) provide that insurance policies provided by a Contractor will be for the benefit of TYSMG and show the City as an additional insured.

v. Maintenance Bonds/Costs. The City requires a performance bond to be issued for the cost of the TFL Work, or a letter of credit. A maintenance bond for the performance of any warranty work related to the TFL Work shall be issued in an amount equal to the cost of the TFL Work. TYSMG shall cause the applicable Contractors to post such bond. Such bonds shall be given to the City prior to the commencement of the construction of the TFL Work and the maintenance bond prior to any acceptance of the TFL Work by the City.

vi. Cost Sharing. The Engineer has determined that in order to serve the Property as developed only a 6" water line and an 8" sanitary sewer line are required; however, the City has requested that a 16" water line and a 15" sanitary sewer line be constructed as part of the TFL Work so that the City can use the extra capacity to serve other land in the City. The Engineer has calculated that the cost of portions of the TFL Work should be shared by the City and TFL in the percentages shown on Exhibit E attached hereto, with the City and TYSMG each paying their respective percentages of the actual costs of the TFL Work (which are estimated on Exhibit E)

B. Construction Plans.

i. Utilities. TYSMG shall work with the Engineer to prepare the necessary plans for the construction of the TFL Work and shall seek approval thereof by the City Engineer and all other applicable governmental authorities, including, without limitation, TXDOT, if applicable (such construction plans, when so approved shall herein be referred to as the "**TFL Construction Plans**").

ii. Modifications; City/County Approval. Any modifications to the TFL Construction Plans by TYSMG that will materially adversely affect the City or any Construction Completion Date (define below), shall require the prior consent of the City, which consent shall not be unreasonably withheld, delayed or conditioned.

C. Construction Timing and Performance.

i. Timing. TYSMG will use commercially reasonable efforts, subject to delays caused by any governmental authority or other events of force majeure, to cause the Construction Completion Date to occur by the date set forth in Section 10.P below. The TFL Work shall be constructed in substantial accordance with the TFL Construction Plans. For purposes of this Agreement, the "Construction Completion Date" shall mean the date on which (x) the TFL Work has been completed (subject to Acceptable Minor Deviations (defined below), as certified by the Engineer, and any punch list work); and (y) the TFL Work has been dedicated to and accepted for maintenance by the City. "Acceptable Minor Deviations" shall mean a minor deviation in the construction or location of an improvement or minor deviation in the type of materials used provided that any such minor deviation must: (1) be consistent with sound engineering and construction practices in the Montgomery County, Texas area, (2) comply with the requirements of all applicable governmental authorities and utility providers, and (3) not prevent or delay TYSMG's ability to connect to and use the applicable portions of the TFL Work which serve the Property.

ii. TYSMG:

(a) will to the extent applicable and possible, provide the City, free of charge, the necessary easements within the boundaries of the Property to construct the TFL Work within the Property. Nothing herein shall be construed as requiring TYSMG to acquire additional property, land or easements that are not already owned by TYSMG for the purpose of facilitating the construction of the TFL Work. All costs and expenses for the design, engineering, construction and financing of the TFL Work shall be paid solely by the TYSMG;

(b) will be responsible for causing the TFL Work to be commenced and performed in accordance with this Agreement and the TFL Construction Plans;

(c) will cause the Engineer to oversee the TFL Work being performed by its Contractors to assure that the TFL Work is performed in a good and workmanlike manner and in substantial accordance with the applicable Contract, the TFL Construction Plans, and applicable laws and regulations;

(d) will notify the City of (1) any material delay in the performance of the TFL Work and the expected duration of the delay and (2) any change order to any of the Contracts;

(e) will oversee the Engineer and the TFL Work performed by the Engineer in connection with the TFL Construction Plans;

(f) will obtain all necessary government approvals, consents, permits and licenses relating to the TFL Work; and

(g) will, on a monthly basis after construction of the TFL Work has commenced, provide the City with a cost and progress report of the TFL Work, together with supporting documentation, including a list of payments previously made, outstanding invoices, and copies of any new Contracts.

D. Maintenance Bonds/Costs. To the extent a governmental authority requires a maintenance bond for the performance of any warranty work related to the TFL Work, TYSMG shall cause the applicable Contractors to post such bond.

E. The City:

(a) will aid in the acquisition of any easements necessary for the construction of the TFL Work (including condemnation of such easements if necessary), it being contemplated that the City will need to obtain an easement from the existing water and sewer line on the south side of FM 1488 for the water and sewer main heading to the north across FM 1488 and east along the north of and adjacent to the FM 1488 right of way (the "**Easement**") and Developer will reimburse the City for any costs and expenses the City incurs to obtain the Easement; and

(b) with respect to any portion of the TFL Work the cost of which is to be shared by the City and TFL (as provided in Section 2.A.vi. above and on Exhibit E), upon receipt of an invoice or pay application for the completed portion of such work from the Engineer, the City will pay its share thereof within ten (10) days.

3. Default.

A. Default. If a party fails to comply with any provision herein ("Defaulting Party"), then the other party ("Non-Defaulting Party") may, (i) with respect to a monetary default, upon ten (10) days prior written notice to the Non-Defaulting Party, proceed to cure the default by the payment of money for the account of the Defaulting Party or exercise any other remedy available at law or in equity, and (ii) with respect to a non-monetary default, upon twenty (20) days' prior written notice to the Defaulting Party, proceed to cure the default (and shall have a license to do so) by the performance of such action for the account of the Defaulting Party in accordance with this Agreement, or exercise any other remedy available at law or equity. The foregoing right to cure shall not be exercised if within the ten (10) day notice period and/or twenty (20) day notice period, as applicable, (i) the Defaulting Party cures the default, or (ii) with respect to a non-

monetary default, if the default is curable, but cannot reasonably be cured within that time period, the Defaulting Party begins to cure such default within such time period and diligently pursues such action to completion. The twenty (20) day notice period shall not be required if, using reasonable judgment, the Non-Defaulting Party deems that an emergency exists which requires immediate attention. In the event of such an emergency, the Non-Defaulting Party shall give whatever notice to the Defaulting Party is reasonable under the circumstances.

B. Reimburse. Within fifteen (15) days of written demand (including providing copies of invoices reflecting costs), the Defaulting Party shall reimburse the Non-Defaulting Party for any sum reasonably expended by the Non-Defaulting Party to cure the default.

4. Approvals; Variances of the Parties. The City confirms that the TYSMG Approvals set forth in Exhibit D (the "**City Approvals**") have been approved by all required City boards and commissions and the City Council and are granted by the City with respect to the development of the Property. With respect to the final plat of the TYSMG Property, upon its recordation and in the event TFL further subdivides the TYSMG Property, no replat of the TYSMG Property shall be required unless there is a change in land use to a use not in the Conceptual Plan (herein defined), in which event TYSMG shall notify the City of such planned change in use and have the area with the change in use replatted, subject to the City's approval in the normal course of the City's operations. Zoning Districts included in the Conceptual Plan are Suburban Residential (SR), Semi-Urban Residential (SU) and Auto-Urban Commercial (AC). All approved land uses shall be those specified in the Conceptual Plan attached hereto as Exhibit C.

5. Conceptual Plan. The City approves the Conceptual Plan attached as Exhibit C and confirms that it complies with the City's Master Plan, and are approved by the commissions and by the City Council. The City agrees that TYSMG may be developed and used for any use that is listed as a permitted use in the Conceptual Plan or any other use presently permitted by applicable law and may not be developed and used for any use that is listed as a prohibited use in the Conceptual Plan or any other use not presently permitted by applicable law. Due to the fact that TYSMG comprises a significant land area, its development may occur in phases over a number of years. Modifications to the Conceptual Plan may become desirable due to changes in market conditions or other factors. In order to provide flexibility with respect to certain details of the development of the Property, TYSMG may make changes in the location and configuration of the use classifications shown on the Conceptual Plan, so long as such changes do not increase the Impervious Coverage Percentage of the Property to more than ninety percent (90%) Impervious Coverage, and such changes will not require an amendment to the Conceptual Plan. Similarly, minor variations of a preliminary plan or final plat from the Conceptual Plan that do not increase the overall Impervious Cover Percentage of the Property to more than ninety percent (90%) and which otherwise comply with this Agreement will not require an amendment to the Conceptual Plan.

6. Development Density and Height. Anything contained in this Agreement to the contrary notwithstanding, TYSMG will have the right to develop the Land with an Impervious Cover Percentage that does not exceed ninety percent (90%) of the entirety of the Property and no building shall be higher than sixty fee (60') over average finished grade of the ground adjacent to such building. No floor-to-area or other regulation on the density of development shall apply to the Property.

7. Development Fee and Charges. The Parties agree that the standard City Fees charged to other development projects in the City will not be charged to development of the Property.

8. Fencing. The Parties agree that any use of open chain link fencing related to sports fields shall be permitted on the Property and excluded from any requirements in the Unified Development Code.

9. Decorative Elements. The Parties agree that TYSMG shall have the ability to erect and install sports related wall art, flags,

10. Chapter 380 Agreement.

A. 380 Authority. The City is authorized by Chapter 380 of the Texas Local Government Code to make grants of money to promote state and local economic development and to stimulate business and commercial activity in Magnolia.

B. Economic Benefits. The City has determined that substantial economic benefit, including the generation of additional sales and property taxes and the creation of new opportunities of employment, will accrue to the City as a result of the TYSMG's purchase and development of the Property, the construction of the TFL on the Property, and operation of the businesses on the Property. The construction of the TFL Work will allow for the sale of pad sites on the Property to be used for the construction of retail and commercial businesses.

C. Economic Growth. Building of the project will promote economic development and stimulate business and commercial activity of Magnolia, will create jobs, and will expand the tax base by construction of real property improvements.

D. City Authority. The City represents that the execution of this Agreement is authorized by Chapter 380 of the Texas Local Government Code and constitutes a valid and binding obligation of the City.

E. TYSMG Reliance. TYSMG represents that its execution and performance of this constitutes a valid and binding obligation of TYSMG in the event TYSMG proceeds to construct the City Utilities. The City acknowledges that TYSMG is acting in reliance upon the City's performance of its obligations under this Agreement, among other consideration, in making its decision to invest its funds and expand employment in the City.

F. TYSMG Costs. TYSMG shall expend, direct and indirect costs associated with and directly related to the construction and development of the Property and the City Utilities, including, but not limited to, site acquisition, development, engineering, construction, tenant finish-out, and personal property including furniture, fixtures, and equipment, of approximately $3,245,400.00 dollars (three million two hundred forty-five thousand four hundred dollars) as detailed on Exhibit E attached hereto. If the TFL Work has not been completed two (2) years after the date of this Agreement, then the City's sole and exclusive remedy shall be to terminate this Agreement.

G. Certificate of Compliance. "Certificate of Compliance" means the written certification by TYSMG under which it warrants to the City that it is in full compliance with each of its obligations under this Agreement. In the Certificate of Compliance, TYSMG shall warrant to the City that it is in full compliance with each of its obligations under this Agreement. A form Certificate of Compliance will be developed by the City and provided to TYSMG.

H. Texas Government Code Chapter 2264. In accordance with Chapter 2264 of the Texas Government Code, TYSMG agrees not to knowingly employ any person who is not

lawfully admitted for permanent residence to the United States or who is not authorized under law to be employed in the United States *("Undocuments Workers")*. During the term of this Agreement, TYSMG shall notify the City of any complaint brought against TYSMG alleging that TYSMG has employed Undocumented Workers. If TYSMG is convicted of a violation under 8 U.S.C. Section 1324a(f), the total amount of economic development grants it has received pursuant to this Agreement, together with interest at the rate of 5% per annum from the date of each payment of an economic development grant, shall be repaid by TYSMG to the City not later than the 120th day after the date the City notifies TYSMG of the violation. TYSMG shall not be liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee, or by a person with whom TYSMG contracts.

I. Property Tax means the City portion of ad valorem real property taxes on the Property.

J. Captured Appraised Value. As used herein, the term "Captured Taxable Appraised Value" means (i) the total taxable value, as established by the Montgomery County Appraisal District, of all real property taxable by the City and located within the Property, less (ii) the taxable value of all real property located within the property taxable by the City as of January 1 of the year in which TYSMG begins construction of the City Utilities. The Tax Increment for a given year shall be paid to TYSMG as set forth hereinbelow.

K. The Fund. The City agrees to establish a fund (the "Tax Increment Fund") for the purpose of depositing the real property taxes collected by the City on the Property and all improvements thereon as set forth herein. The City shall contribute fifty percent (50%) of the taxes it collects on the "Captured Taxable Appraised Value" for the Property (the "Tax Increment") into the Tax Increment Fund. The collection of the Captured Taxable Appraised Value shall commence in the first calendar year after the year in which the City Utilities have commenced construction and shall continue for a period of ten (10) years thereafter or terminate earlier as provided by paragraph N below.

L. Evidence of Taxes Paid. Prior to the City paying TYSMG the Tax Increment for a given tax year, TYSMG shall have delivered to the City evidence that TYSMG has paid all taxes it owes to the City for said tax year for the Property.

M. Payment. Following receipt and approval of the information set forth in Section L above, the City shall pay the Tax Increment for each calendar year to TYSMG no later than June 30 of the next calendar year.

N. Duration of the Chapter 380 Payments. The City shall be obligated to make said Tax Increment payments for the ten (10) year period described in Sections J and K above. The City's obligation to make said Tax Increment payments shall end the earlier of (i) the expiration of the 10-year period applicable, or (ii) when the Tax Increment payments equal the costs incurred by TYSMG in connection with the TFL Work (excluding amounts paid by the City under Section 2.E(b) above) together with interest thereon from the Construction Completion Date until repaid at the rate of five percent (5%) per annum.

O. Cost of TFL Work. An estimate for the cost of the TFL Work is attached hereto as Exhibit E.

P. Completion. TYSMG shall use commercially reasonable efforts to complete the City Utilities on or before December 31, 2025, subject to force majeure. If TYSMG fails to

timely comply with this deadline, then the City may notify TYSMG in writing that such failure constitutes a breach of this 380 Agreement and City may terminate the 380 Agreement if the City Utilities have not been completed within 180 days following the TYSMG's receipt of notice of such breach from the City unless TYSMG cures the breach prior to the expiration of the 180 day period.

Q. Term. This Agreement shall terminate on the date that the City has made all Tax Increment payments it is obligated to pay to TYSMG pursuant to Section 10.N. above.

11. Force Majeure. As used herein, the term "Force Majeure" means any delay in the performance of the obligations of the parties under this Agreement, including to cause any portion of the TFL Work to be completed, due to causes beyond the reasonable control of parties, including without limitation to acts of God, acts of the public enemy, acts of any governmental authority, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe or inclement weather, unusual shortages in labor or materials, or delays due to such causes; it being the intent of each party that in the event of the occurrence of any such delay, the time or times for performance of the obligations, including with respect to the commencement or completion of obligations, shall be extended for the period of the delay. In no event shall lack of funds or lack of suitable financing or default under the terms of any financing constitute or be deemed to be a force majeure event or reason for any delay in the performance of the obligations under this Agreement.

12. Miscellaneous. What is term of the development agreement?

A. Notices. Any notice or other communication to be given or served upon any party hereto in connection with the Agreement must be in writing and delivered to the party (i) in person, (ii) by email (provided a copy is deposited in the United States mail or with an overnight delivery service on the next business day after transmission by email), (iii) by overnight delivery service (including FedEx), or (iv) by certified mail, return receipt requested. If such notice is given in person, such notice will be deemed to have been given when received. If such notice is given by email with the copy deposited as provided above, such notice will be deemed to have been given on the date of the transmission of the email. If such notice is sent by overnight delivery service, such notice is deemed received on the first business day after the date such notice is deposited with such delivery service. If such notice is sent by certified email, such notice will be deemed received three (3) business days after a certified letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail. Notice or other communication will go to the parties at the following addresses, except that any party may change its address, email address or telephone number for the purpose of this paragraph by giving written notice specifying such change to each of the other parties in the manner herein provided:

If to the City:	**City of Magnolia, Texas** **18111 Buddy Riley Boulevard** **Magnolia, Texas 77354**
With copy to:	**Leonard Schneider** **Law Offices of Leonard Schneider PLLC** **2261 Northpark Drive, Suite 445** **Kingwood, Texas 77339**
If to TFL:	**TYSMG, LLC** **10 Dover Manor** **Klein, Texas 77379** **Phone: (713) 299-3005**

Email: rob@thefarmleague.com

With copy to:

John G. Cannon
Coats Rose, P.C.
9 Greenway Plaza, Suite 1000
Houston, Texas 77046
Phone: (713) 653-5735
Email: jcannon@coatsroase.com

B. Exhibits. The exhibits are incorporated into this Agreement and made a part hereof by this reference.

C. Time of Essence. Time is of the essence of this Agreement and performance of each obligation contained herein. If the expiration of any time period set forth herein falls on a Saturday, Sunday or legal holiday, such time period shall be deemed to expire on the next day which is not a Saturday, Sunday or legal holiday.

D. Amendments. This Agreement may not be modified or amended except in writing signed by all parties hereto.

E. Consent and Waiver. No consent or waiver, expressed or implied, by any party hereto of any breach or default by any other party hereto in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of another party or to declare another party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

F. Attorney's Fees. If any legal action is commenced by any party to enforce any provision of this Agreement, the losing party will pay to the prevailing party all actual expenses incurred by the prevailing party, including costs and reasonable attorney's fees. The prevailing party is the party who receives substantially the relief sought whether by judgment, summary judgment, dismissal, settlement or otherwise.

G. Assignment. No party may assign its interest in this Agreement without the prior written consent of the other parties, which consent will not be unreasonably withheld; provided however, that any party may assign its respective rights hereunder (without the consent of the other parties) (i) to another entity with which it is affiliated or (ii) after completion of the TFL Work, to a subsequent owner of such party's property provided such subsequent owner agrees in writing to assume all of the obligations of such party from and after the date of such assignment and a copy of such written assignment an assumption agreement is provided to the non-assigning party. Any attempt to assign this Agreement without the required prior written consent of the other parties will be of no effect and will be an event of default hereunder.

H. Entire Agreement. This Agreement embodies the entire agreement between the parties and cannot be varied except by the written agreement of the parties.

I. Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations hereunder are performable in Montgomery County, Texas. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, such invalidity, illegality or

unenforceability shall not affect the remainder of this Agreement, which shall continue in full force and effect.

J. Remedies. In addition to any other remedies provided herein or otherwise available at law or in equity, the provisions of this Agreement shall be enforceable by action for specific performance. In no event shall any party be liable to another in connection with this Agreement and/or the construction of the Work, regardless of the form of action or theory of recovery, for any consequential, special, exemplary or punitive damages, or lost profits, lost revenues, or lost business expectancy or business interruption, even if a party has been advised of the possibility of such damages.

K. Multiple Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereof and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages.

L. Additional Acts. In connection with this Agreement, as well as all transactions contemplated by this Agreement, each party agrees to execute and deliver such additional documents or perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all such transactions provided herein.

M. Parties Not Partners. Neither this Agreement nor the acts of the parties hereto shall be deemed or construed by any party or parties hereto or by any third person to create the relationship of general or limited partnership or joint venture or of any association among any of the parties hereto other than as expressly set forth herein. The relationship between the parties shall be limited to the performance of the transactions contemplated by this Agreement and in accordance with the terms of this Agreement. Nothing herein shall be construed to authorize any party to act as general agent for any other except as provided herein. Except as otherwise provided herein, all provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto.

N. Third-Party Beneficiary. Nothing in this Agreement shall be deemed to create any right in any creditor or other person not a party hereto (other than the successors and assigns of a party hereto), and this instrument shall not be construed in any respect to be a contract in whole or in part for the benefit of any other party except as aforesaid.

O. No Recordation. The parties hereto agree that this Agreement shall not be recorded in any public record.

P. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable to any extent, the remainder of this

Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Q. Statutory Verifications. The Developer makes the following verifications in this section:

1-No Boycott of Israel or Energy Companies. By signing and entering into the Agreement, Developer verifies, pursuant to Chapter 2271 and Chapter 2274 (as added by Senate Bill 13, 87th Legislature Regular Session) of the Government Code, it does not boycott Israel or boycott energy companies and will not boycott Israel or boycott energy companies during the term of this Agreement. "Boycott Israel" has the meaning assigned by Section 808.001, Government Code. "Boycott energy company" has the meaning assigned by Section 809.001, Government Code.

2-No Boycott of Firearms. By signing and entering into the Agreement, Developer verifies, pursuant to Chapter 2274 (as added by Senate Bill 19, 87th Legislature Regular Session) of the Government Code, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" has the meaning assigned by Section 2274.001(3), Government Code.

3-Chapter 2252, Texas Government Code. Developer hereby represents and warrants that at the time of this Agreement neither Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Section 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.

4-Form 1295. Developer represents that it has completed a TEC form 1295 ("Form 1295") generated by the TEC's electronic filing application in accordance with the provisions of Texas Government Code 2252.908 and the rules promulgated by the TEC. The parties agree that, with the exception of the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295. The information contained in the Form 1295 has been provided solely by the Developer and the City has not verified such information.

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

S. 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 effectuate the terms of this Agreement. Developer agrees to cause the District to, contemporaneously with the District's transmittal of its posting of an agenda for a District public meeting consistent with state law, transmit such agenda to the City.

T. City Authority to Indemnify. The parties expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of

the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that either the City incur debt, assess, or collect funds, or create a sinking fund.

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

V. Electronic Mail Signatures. The parties may sign and transmit this Agreement by electronic mail, and each party's signature on an electronic transmission of this Agreement (i) shall be considered an original signature with the same binding effect as an original signature on this Agreement and (ii) shall be conclusive proof, admissible in judicial proceedings, of such party's execution of this Agreement.

13. Moratorium. Developer recognizes and understands that effective December 9, 2024, the City currently has in place a moratorium on development due to a lack of water facilities to serve existing and anticipated development. Due to the existing moratorium in place, the Developer hereby agrees that the City shall not be obligated to provide water service to the property until the moratorium is lifted. While the City anticipates an initial service date in the second quarter of 2026, the City cannot guarantee such date will not be extended due to factors beyond the City's control. The City in its sole discretion may choose to serve the Property at an earlier date if the City Engineer determines that the City has adequate capacity in its system. Notwithstanding the foregoing, the City agrees that the Developer shall be permitted to submit plats and apply for any permits that may be necessary in conjunction with development of the Property during the term of the moratorium with the understanding that water service will not be provided until the moratorium is lifted. The Developer recognizes and understands that the submissions in the preceding sentence shall be limited to plan reviews to be completed by the City, and the Developer may not commence construction that requires the use of construction water. The City may approve preliminary plats and the Developer may begin the process related to final platting prior to the determination that water service may be provided, but in no event shall the City be obligated to issue the final plat until water and sewer capacity is available to serve the portion of the Property included in such plat.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below, but effective for all purposes as of the Effective Date.

THE CITY:

CITY OF MAGNOLIA, TEXAS,

By: _____

Its: Mayor

ATTEST:

_____
City Secretary

THE STATE OF TEXAS §
§
COUNTY OF Montgomery §

This instrument was acknowledged before me on the 11 day of February, 2025 by Christian Gable, City Secretary of the City of Magnolia, Texas, on behalf of said city.

CHRISTIAN GABLE
My Notary ID # 134168130
Expires January 26, 2027

_____
Notary Public – State of Texas

TFL:

TYSMG, LLC,
a Texas limited liability company

By: _____
Rob Patterson, Manager

THE STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on the 10 day of January, 2025 by Rob Patterson, Manager of TYSMG, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public – State of Texas

RHONDA HERRIDGE
Notary ID #134834857
My Commission Expires
April 3, 2028

~~018639.000001\4872-9894-2420.v8~~
4872-9894-2420.v9

EXHIBIT A

THE PROPERTY

METES AND BOUNDS DESCRIPTION
OF 57.342 ACRES OF LAND
IN THE COLIN MCRAE SURVEY, ABSTRACT NUMBER 375
AND THE JOHN B. RICHARDS SURVEY, ABSTRACT NUMBER 449
IN MONTGOMERY COUNTY, TEXAS

BEING 57.342 acres of land in the Colin McRae Survey, Abstract Number 375 and the John B. Richards Survey, Abstract Number 449 in Montgomery County, Texas, being all of the 35.266 acre tract described in the deed from Parkside 1488, LLC, and Cunningham Interests II, Ltd. to TYSMG, LLC, recorded in Document Number 2024064097 in the Official Public Records of Montgomery County, Texas, together with all of the 12.641 acre tract described in the deed from Freddy Wirt to TYSMG, LLC, recorded in Document Number 2024064304 in the Official Public Records of Montgomery County, Texas, and together with a portion of the called 34.931 acre tract described in the deed from Marian McWhorter Wiley Trust to Freddy Wirt recorded under File Number 2021154918 in the Official Public Records of Montgomery County, Texas, said 57.342 acre tract being more particularly described by metes and bounds as follows with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING at a 5/8-inch iron rod with cap stamped "IDS" found for the west end of the northwest right-of-way cutback line of F.M. 1488 (R.O.W. varies) and F.M. 149 (R.O.W. varies), and being the beginning of a curve to the right;

THENCE, with the northerly right-of-way line of said F.M. 1488, the following courses and distances:
in a northwesterly direction, with said curve to the right, having a radius of 2815.16 feet, a central angle of 24° 40' 25", a chord bearing and distance of North 78° 35' 12" West - 1202.96 feet, and an arc distance of 1212.31 feet, to a 5/8-inch iron rod with cap stamped "IDS" found for the beginning of a compound curve to the right;

in a northwesterly direction, with said curve to the right, having a radius of 955.37 feet, a central angle of 03° 52' 36", a chord bearing and distance of North 64° 19' 52" West - 64.63 feet, and an arc distance of 64.64 feet, to a 5/8-inch iron rod with cap stamped "IDS" found for the end of curve;
North 62° 25' 10" West - 40.62 feet to the beginning of a curve to the left, from which a bent 5/8-inch iron rod bears North 66° 23' 15" East – 0.57 feet;

in a northwesterly direction, with said curve to the left, having a radius of 1034.00 feet, a central angle of 02° 29' 11", a chord bearing and distance of North 63° 39' 46" West - 44.87 feet, and an arc distance of 44.87 feet, to the end of curve, from which a 5/8-inch iron rod bears South 47° 21' 39" East – 0.95 feet;

North 64° 54' 22" West - 74.35 feet to a 5/8-inch iron rod with cap stamped "IDS" found for the beginning of a curve to the left;

in a southwesterly direction, with said curve to the left, having a radius of 251.00 feet, a central angle of 65° 07' 49", a chord bearing and distance of South 82° 31' 43" West - 270.21 feet, and an arc distance of 285.32 feet, to a 5/8-inch iron rod with cap stamped "IDS" found for the southeast corner of said 34.931 acre tract;

THENCE, across said 34.931 acre tract, the following courses and distances:

South 87° 54' 10" West - 329.18 feet to a 5/8-inch iron rod with cap stamped "IDS" set for the most southerly southwest corner of the herein described tract;

North 02° 05' 50" West - 504.18 feet to a 5/8-inch iron rod with cap stamped "IDS" set for an angle corner of the herein described tract;

South 87° 54' 10" West - 560.59 feet to a 5/8-inch iron rod with cap stamped "IDS" set for the line common to the west line of said 34.931 acre tract and the east line of the 15.727 acre tract described in the deed from Robert Frank McWhorter Trust to Wild Rose Farm LLC, recorded under File Number 2020061943 in the Official Public Records of Montgomery County, Texas, and the most westerly southwest corner of the herein described tract;

North 02° 05' 22" West - 598.34 feet, with said common line, to the line common to the north line of said 34.931 acre tract and the south line of ROLLING FOREST according to the plat thereof recorded under Cabinet E, Sheet 152-A of the Map Records of Montgomery County, Texas, for the northwest corner of the herein described tract, from which a 5/8-inch iron rod bears South 22° 20' 42" East – 0.78 feet;

THENCE North 86° 47' 05" East - 1968.61 feet, with the south line of said ROLLING FOREST, to the northwest corner of the called 1-1/2 acre tract described in the deed from Frank R. McWhorter, et al. to Morris D. Fridie and Minnie Fridie recorded under Volume 552, Page 357 of the Deed Records of Montgomery County, Texas, and the most northerly northeast corner of the herein described tract, from which a 1/2-inch iron pipe bears South 86° 47' 05" West – 0.94 feet;

THENCE South 02° 57' 50" East - 501.03 feet, with the west line of the said called 1-1/2 acre tract, to the southwest corner of said 1-1/2 acre tract and an interior corner of the herein described tract, from which a 1/2-inch iron pipe bears North 34° 13' 29" West - 0.71 feet;

THENCE North 89° 15' 15" East - 134.47 feet, with the south line of said 1-1/2 acre tract, to a 5/8-inch iron rod with cap stamped "IDS" found for the southeast corner of said 1-1/2 acre tract and an interior corner of the herein described tract, in the east line of said 7.132 acre tract;

THENCE North 03° 08' 21" West - 25.60 feet, with the line common to said 1-1/2 acre tract and said 7.132 acre tract, to a 3/8-inch iron rod found for the southwest corner of a called 1-acre tract described in the deed from Addie Johnson Butler to Edith Armstrong recorded under File Number 8405673 in the Official Public Records of Montgomery County, Texas, the northwest corner of said 7.132 acre tract and an angle corner of the herein described tract;

THENCE North 86° 58' 12" East - 191.67 feet, with the line common to said 1-acre tract and said 7.132 acre tract, to a 1/2-inch iron rod found for the southeast corner of said 1-acre tract, the northeast corner of said 7.132 acre tract and the most easterly northeast corner of the herein described tract, in the west right-of-way line of said F.M. 149;

THENCE, with the west right-of-way line of said F.M. 149, the following courses and distances:

South 17° 27' 41" East - 587.08 feet to a 1/2-inch iron rod found for an angle corner of the herein described tract;

South 72° 39' 32" West - 31.70 feet to a 5/8-inch iron rod with cap stamped "IDS" found for an angle corner of the herein described tract;

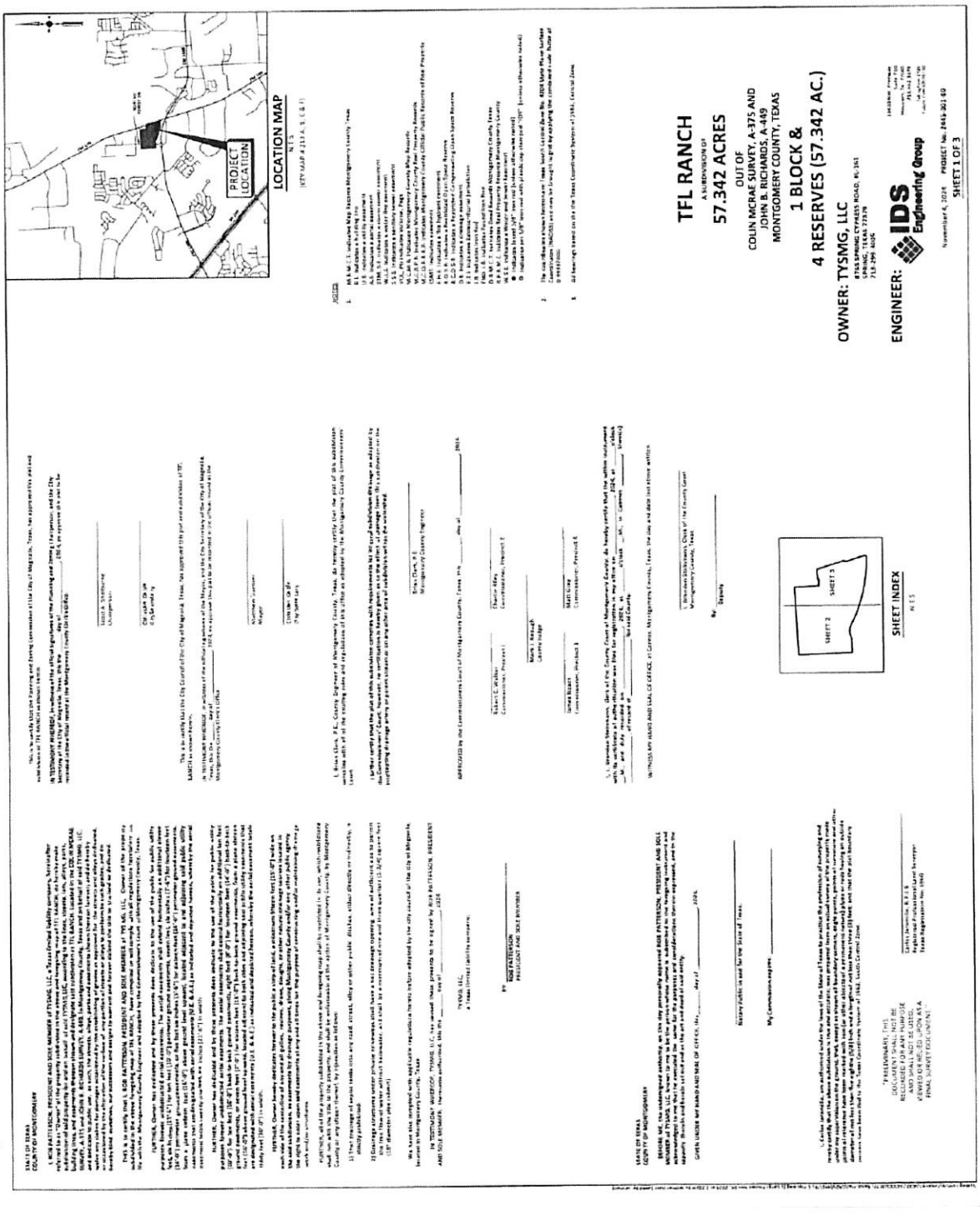
South 17° 20' 28" East - 229.05 feet to a 5/8-inch iron rod with cap stamped "IDS" found for the beginning of a curve to the right;

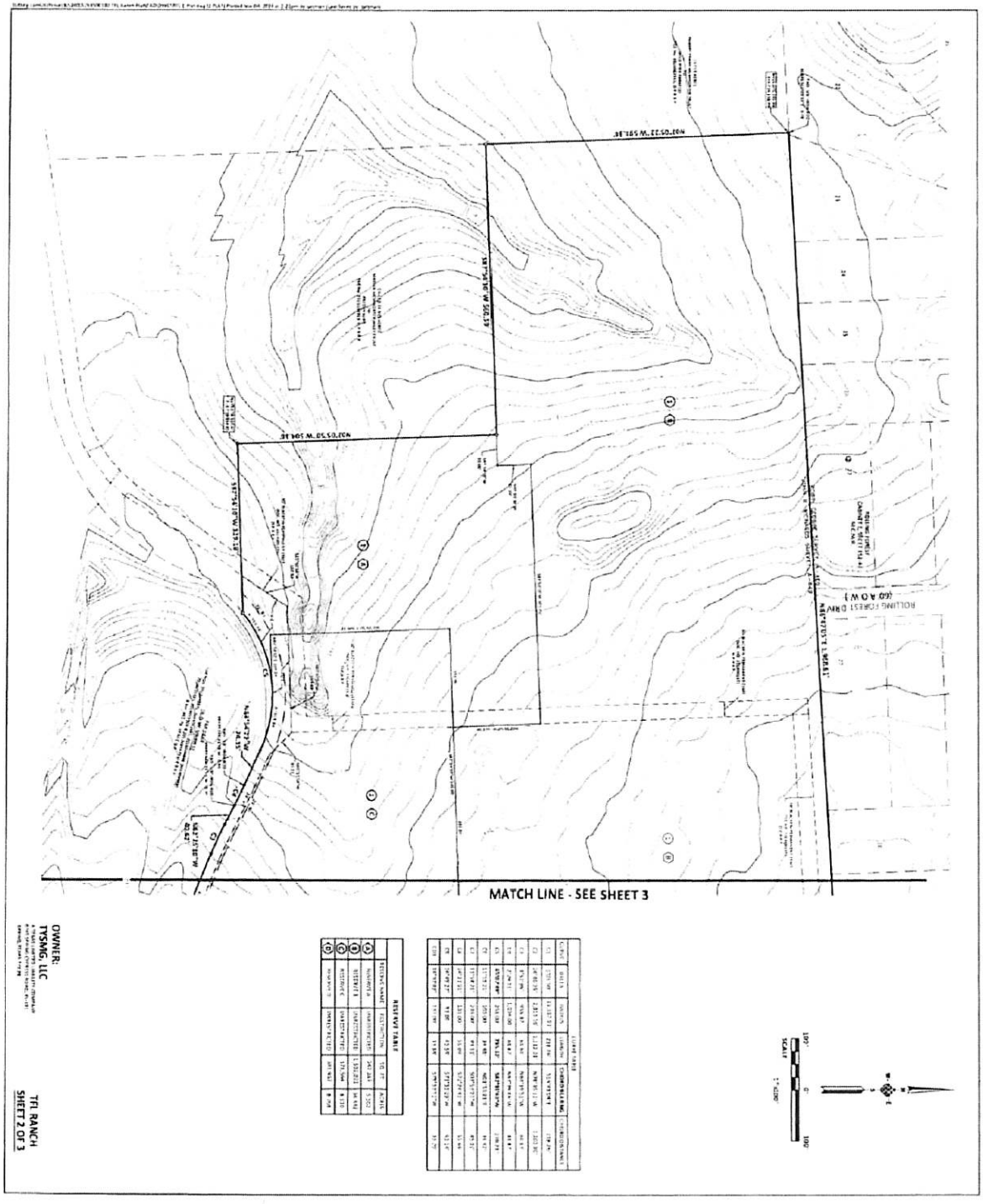
in a southeasterly direction, with said curve to the right, having a radius of 11397.93 feet, a central angle of 01° 05' 50", a chord bearing and distance of South 16° 41' 04" East - 218.26 feet, and an arc distance of 218.26 feet, to a 5/8-inch iron rod with cap stamped "IDS" found for the north end of the northwest right-of-way cutback line of said F.M. 1488 and F.M. 149;

THENCE South 34° 49' 01" West - 25.20 feet to the POINT OF BEGINNING of the herein described tract and containing 57.342 acres of land.

EXHIBIT A-1

THE PROPERTY




MATCH LINE - SEE SHEET 3
ROLLING FOREST DRIVE
(60 A.O.W.)
OWNER:
TYSMG, LLC
TFL RANCH
SHEET 2 OF 3

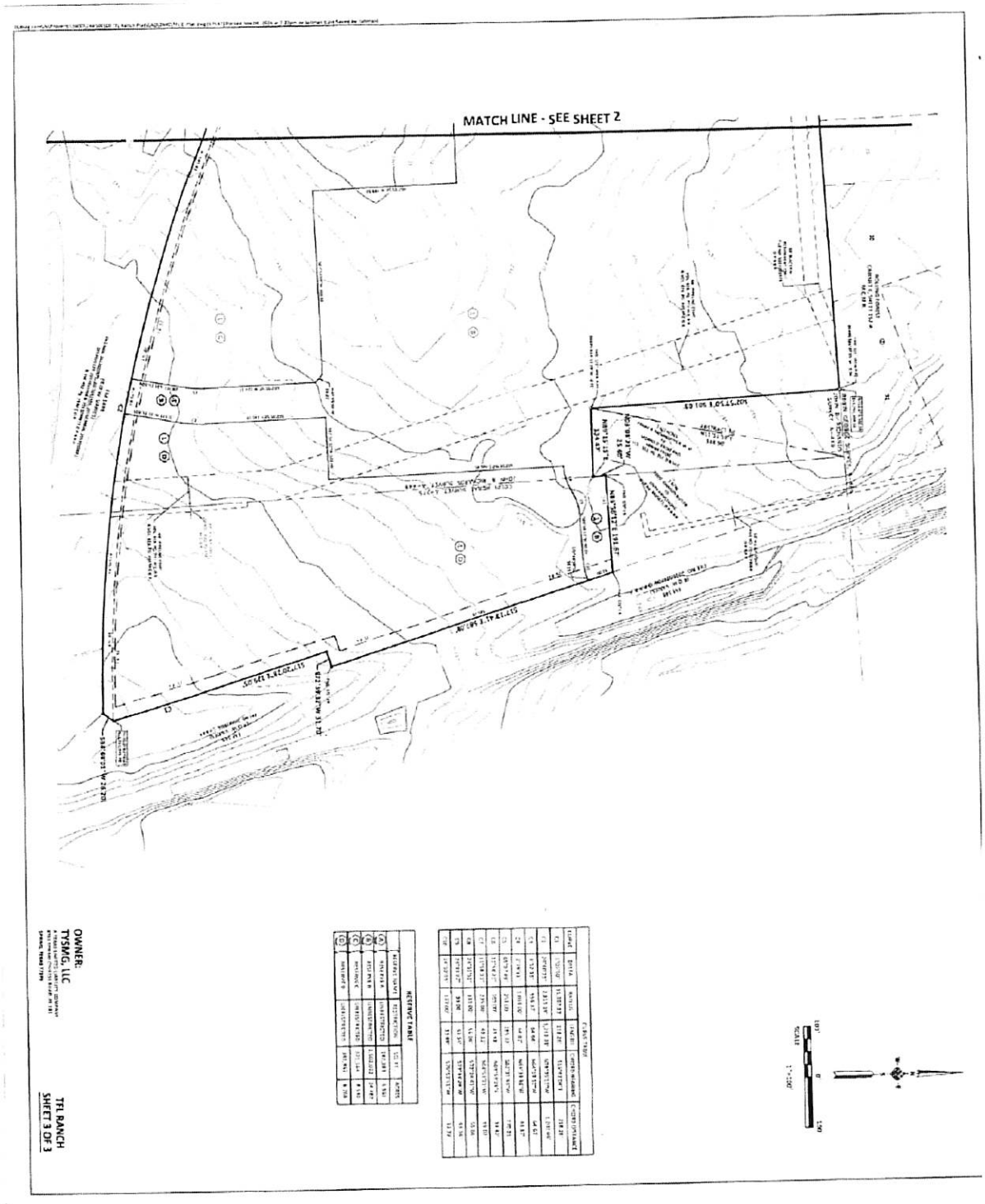

MATCH LINE - SEE SHEET 2
OWNER:
TYSMAG, LLC
TFL RANCH
SHEET 3 OF 3

EXHIBIT B

CONCEPTUAL PLAN

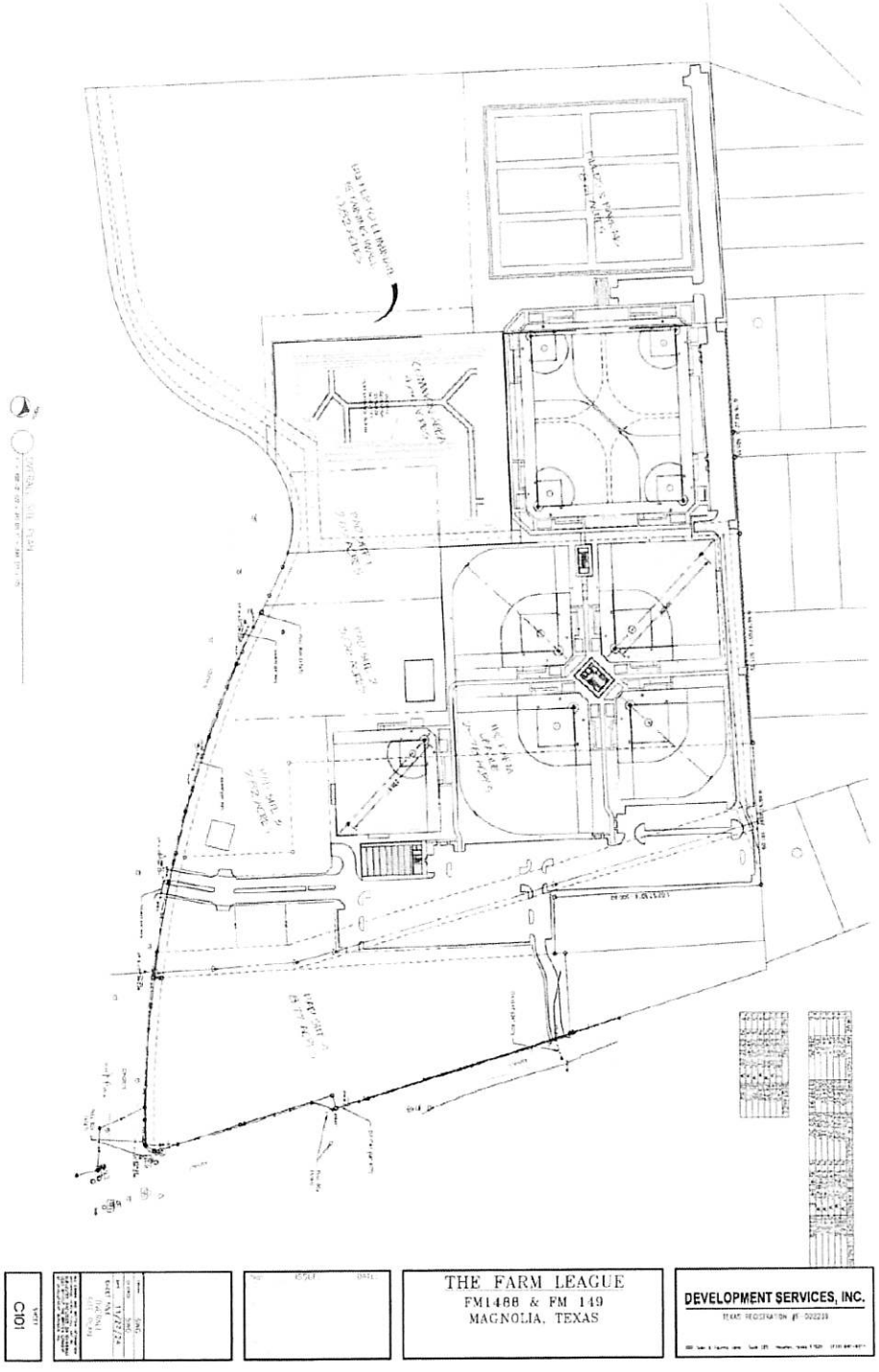


EXHIBIT C

VARIANCES TO UDC

I. PURPOSE AND INTENT

The Farm League will promote development cohesiveness in one central area for outdoor sports events, shopping, dining, and interaction, while encouraging a variety of uses including general commercial, recreation and amusement, and retail.

Development Guidelines for the project will be created and will include architectural standards, construction standards, sign standards, and landscaping requirements. The Development Guidelines will be consistent with the intent of the city and meet or exceed the city's development regulations. These standards will apply to all commercial projects inside The Farm League.

The planning strategies used within the project will ensure its economic feasibility, desirability and quality, by providing flexible land use controls, and thoughtful architectural and aesthetic guidelines.

II. PROJECT / PLAN DESCRIPTION

LAND USE: The Farm League will be composed of multiple land uses that may include commercial, retail, recreational and amusement, etc. The final composition of the allowed land uses shall be dictated by market conditions.

The Concept Plan (Exhibit B) for The Farm League illustrates the mix of uses proposed and the potential for a variety of commercial areas. The commercial and retail uses may incorporate several commercial reserves for larger retail and anchor stores and also smaller pad sites for retail and restaurants. FM 1488 and FM 149 will provide the primary access to this area.

III. LAND USE / REGULATORY COMPLIANCE

In order to implement the concept plan as currently proposed, each of the proposed land uses has been assigned zoning categories consistent with compatible zoning regulations. The assigned zoning designation is as follows:

Zoning Designation	Acreage	% Of Gross Acreage
Auto-Urban Commercial (AC). Commercial, Retail, Office, Hotel, Mixed- Use, Multi Family, etc.	60.6 acres	100%

IV. PERMITTED USES

The following land uses are permitted anywhere throughout the tract so long as all other development regulations listed within this document are met:

Alcoholic Beverage Sales - Offsite Consumption
Alcoholic Beverage Sales - Onsite Consumption
Animal Veterinary Services, small
Automobile Rental and Service Establishments College/University/Vocational School
Commercial Retail including big-box membership stores
Daycare Center
Event Facility
Farmers' Market
Fueling/Charging Stations
General Professional/Medical Office
Heavy Retail/Home Improvement Centers (open storage)
Heavy Retail, Lumberyards, and Equipment (open storage)
Clinic/Walk-In Clinic
Indoor Recreation/Personal Fitness
Library
Mixed Use
Nursey Retail
Office
Outdoor Commercial Amusement
Outdoor Recreation
Overnight Accommodations (Hotel, Motel, Inn)
Post Office
Public Assembly
Public Safety Facility
Restaurant (No drive through or drive-in)
Restaurant (with drive through or drive-in)
Vending Kiosks/ ATM

V. DEVELOPMENT GUIDELINES

Unless otherwise outlined in this document, the City of Magnolia Unified Development Code in place at the time this document is adopted shall apply to this Agreement. Any change to the below guidelines and/or other applicable regulations shall require a variance granted by the City of Magnolia Planning and Zoning Commission.

Commercial

1) Lot Size
    i. Minimum lot width – Sixty (60) feet measured at the building line.
    ii. Minimum lot depth – 100 feet
    iii. Minimum lot area – 6,000 square feet

2) Building Setbacks
   i. Minimum front yard (FM 1488/FM149) setback – Twenty-five (25) feet
   ii. Minimum side yard setback – Five (5) feet
   iii. Minimum side street setback – Ten (10) feet
   iv. Minimum rear yard setback – Ten (10) feet

3) Building Height
   i. Building heights must be in compliance with the below standards:
   ii. Pad Site – No building may exceed thirty-five (35) feet in height.
   iii. Commercial Anchor Tenant – No building may exceed sixty (60) feet in height.
   iv. Sports Complex – o building height restrictions

4) Building Form and Design
   i. All buildings shall incorporate unique architectural elements through the use of building articulation, multiple materials and/or similar architectural techniques. Specific standards will be established and enforced through the Design Guidelines established by the Developer.

5) Parking
   i. Parking ratios shall comply with those specified in the applicable Unified Development Code.
   ii. Shared parking is permitted subject to a public document agreement between the participating owners. Shared parking shall meet the minimum parking ratio requirements.
   iii. Parking Dimensions:
      1) All standard parking stalls shall be at a minimum of nine (9) feet in width by eighteen (18) feet in length.
      2) Parallel (0) degree parking spaces shall be a minimum of eight (8) feet in width by twenty (20) feet in length.

6) Landscape Requirements
   i. See Landscape on page 9.

7) Access Easements and Fire Lanes
   i. All access easements and/or fire lanes must be a minimum of twenty-four (24) feet in width. An access easement is required across all commercial tracts. This access easement will be recorded and submitted to the City of Magnolia with the site plan submittal for the first tenant.

8) Driveway Spacing
   i. For a local non-residential street, the turning radius is 20' (with a posted speed limit of less than 40 mph), minimum driveway spacing is 30', and min width of 20' to 40' maximum feet.

VI. LANDSCAPING REQUIREMENTS

All landscaping in The Farm League must comply with the standards listed within this

section.

No trees shall be planted with one hundred (100) feet of a sports field.

Canopy Trees are to be spaced 45'-0" off center, and Non-Canopy Trees and Evergreen Trees are to be spaced 30'-0" off center in order to meet the requirements of the bufferyard landscaping (perimeter of property). Bufferyard shrubs to be placed in a double row at 36" on center to provide a continuous hedge along the frontages of FM1488 & FM 149.

Table 1 - Planting Requirements				
Section	Plant Type	Spacing	Caliper	Notes
FM 1488 Frontage	Canopy Trees	45'*	4"	
	Evergreen/Ornamental Trees	30'*	3"	
	Shrubs	36" O.C.**	5 Gallon	
FM 149 Frontage	Canopy Trees	45'*	4"	
	Evergreen/Ornamental Trees	30'*	3"	
	Shrubs	36" O.C.**	5 Gallon	
FM 1488 Entrance Drive	Canopy Trees	45'*	4"	
	Evergreen/Ornamental Trees	30'*	3"	
	Shrubs	36" O.C.**	5 Gallon	
FM 149 Entrance Drive	Canopy Trees	45'*	4"	
	Evergreen/Ornamental Trees	30'*	3"	
	Shrubs	36" O.C.**	5 Gallon	
Commercial Tracts***	Canopy Trees	45'*	4"	
	Evergreen/Ornamental Trees	30'*	3"	
	Shrubs	36" O.C.**	5 Gallon	
Parking Lots	Canopy/Evergreen/Ornamental Trees	15 Spaces	4"	1 Tree / 20 Spaces
	Shrubs	36" O.C.**	5 Gallon	Within Parking Islands

* To satisfy spacing requirements, trees may be clustered along property frontage; provided, the overall ratio of trees per linear foot is satisfied.

** On Center

*** In lieu of foundation planting adjacent to any commercial building, planting that meets the requirements of this Agreement at the pad site perimeter shall satisfy the requirement and need for foundation plantings. This planting may serve as a substitution for such foundation plantings.

VII. LANDSCAPE BUFFERS (SEE EXHIBIT F)

If there is a conflict between the bufferyard sizes found in this section and in the bufferyard sizes for the properties found in the development guidelines section, the requirements in this section shall prevail.

1) FM 1488/FM 149
    a. A Minimum of twenty (20) foot landscape buffer is required.

b. Any landscaping installed by the developer within these areas will be credited towards the individual tenant's requirements within each tract.

2) Main Access Driveways
   a. A minimum of ten (10) foot landscape buffer is required on each side of Main Access Driveway.
   b. Any landscaping installed by the developer within these areas will be credited towards the individual tenants' requirements within each tract.
   c. Four (4) foot sidewalks shall be provided along one side of a Main Access Driveway from both FM1488 and FM 149. This sidewalk is to serve the The Farm League Development.
3) Private Driveways
   a. A minimum of ten (10) foot landscape buffer is required on each side of the private driveways.
   b. Any landscaping installed within these areas will be credited towards the individual tenants' requirements within each tract.
4) Interior Landscape Setbacks/ Buffer yards
   a. A minimum of ten (10) foot landscape buffer/buffer yard is required between pads. This buffer yard shall be shared across property lines so long as the total is ten (10) feet.
   b. At a minimum, these buffers must include trees, shrubs, sod and/or hardscaping.

VIII. SIGNAGE

All signage in The Farm League must comply with the standards listed within this section.

- All signs must be properly maintained. The signage for all shopping centers, office buildings, retail buildings, etc. within The Farm League will be individually constructed and maintained by the developer, tenant and/or owner of the sign.
- Except where noted otherwise for a specific use, all signs shall conform to the following criteria:

1) Free Standing Signage:
   a. A comprehensive signage package will be developed for the project.
      i. All signs shall be built in accordance with the size and design shown in the signage package.
      ii. Multi-Tenant Buildings: One multi-panel monument sign per tract.
      iii. Single Tenant Pad Sites: One single panel monument sign per tract.
   b. Signage location:
      i. All multi-tenant monument signs shall be installed within tract property lines.
      ii. All signs must be outside the public right of way, outside of the sight triangle, and perpendicular to the street or driveway.
      iii. No multi-tenant freestanding signs may be located less than one hundred (100) feet apart.
   c. Tenant Panels:
      i. Graphics for tenant panels are limited to the text and logo for the individual tenant. Colors and logos in accordance with the tenant's signage standards are permitted so long as they fit within the allocated panel.

d. All signs may be maintained and in good condition at all times. It shall be the responsibility of the developer to ensure that signs remain in good condition.

2) Building Mounted Occupant Identification Signs:
   a. All occupant identification signage must be as follows:
      i. A maximum of 75% of each tenant's store front, side or rear may be utilized for a wall sign. No wall sign shall cover wholly or partially cover any wall opening, nor project beyond the ends or top of the wall to which it is attached in excess of four feet.
      ii. Building Signs for regional or nationally recognized tenants and/or business with specific criteria and/or guidelines for signage (which may include content design, installation methodology, color, and size) are permitted provided the Sign conforms to the tenant or businesses established criteria and/or guidelines.
      iii. Illuminated Signs shall be either backlit or internally illuminated channel letters and the use of external lighting to illuminate the Sign is prohibited.
      iv. The use of logos or symbols may be permitted for regionally or nationally recognized tenants or in the case of a well-established trademark, logotype or other symbol. The logo or symbol may be located adjacent to or incorporated into the sign letters.
      v. Sign assembly shall be affixed to masonry or fascia structure with non-corrosive galvanized bolts.
      vi. All ballasts, transformers, conduits, and other necessary structural and electrical equipment must be reasonably concealed.
      vii. Height:
         1. Tenants 25,000 Square feet or greater: Seventy-two inches (72") height for a single line of copy or ninety -four inches (94") for multiple lines of copy in total height including spaces between rows.
         2. Tenant with at least eight-thousand (8,000) square feet: sixty inch (60") height for a single line of copy or seventy-two inches (72") for multiple lines of copy in total height including spaces between rows.
         3. Less than eight thousand (8,000) square feet: Twenty-four inch (24") height for a single line of copy or thirty-six inches (36") for multiple lines of copy in total height including spaces between rows.
         4. Single tenant pads: 48" and 72" inches
      viii. The information on the sign shall consist of the name of the tenant (in a font style of their choice), logos, and additional tag lines.
      ix. The maximum span of the tenant's sign shall not exceed seventy-five (75%) percent of the store frontage width.
      x. The assigned position for each tenant shall be as close to a center-of-frontage location as possible, subject to allowance for proper positioning corner store signs and suitable space between adjacent tenant signs

3) Window Signs
   a. Glass areas of storefronts shall remain free of graphics, placards, posters and signage except where specifically delineated in these guidelines.

b. Business name, street address, hours of operation, entrance and exit shall be displayed on the glass storefront in an area not to exceed eleven inches (11") by seventeen inches (17") or one hundred eighty-seven (187) square inches. The use of logos or symbols may be permitted for regionally or nationally recognized tenants or in the case of a well-established trademark, logotype or other symbol.
c. All tenants must display the address in three inch (3") bold vinyl die-cut letters (3M white opaque only), centered on the storefront door.
d. Professionally prepared window signs that are part of a regional or national signage program shall be permitted, not to exceed 25% of storefront window area.
e. Interior signage must be placed a minimum of twelve inches (12") from the window.
f. One (1) "Open" sign shall be permitted per tenant. The sign shall not flash, strobe or any way be animated.

4) Temporary Signage/Banners
   a. Unlighted construction/leasing/marketing signs are permitted. Signs may be double faced within the building setback line. A sign that is replaced with another must be removed before the other sign can be installed. Information may be added or revised to a sign, but each revision must conform to the standards criteria. Sign area may be up to 4' x 8' per sign located 10' from the outside edge of ROW.

5) Coming Soon or Now Open used to advertise a new business or grand opening:
   a. For each site development, one (1) temporary banner may be displayed with Coming Soon, Now Open or Grand Opening.
   b. Signs must be removed thirty (30) days after business opening.
   c. Maximum sign size: Six feet by ten feet (6' x 10')
   d. Signs must be attached to the building.

6) Exempt signs:
   a. The following sign types are exempt from the applications of this Section of the PD:
      i. Official traffic signs or sign structures and provisional warning signs or sign structures when erected by or required to be erected by a governmental agency.
      ii. Temporary signs designed to call the attention of the public to any detour or public danger.
      iii. Changing of copy on a message center (electronic or manual).
      iv. Painting and routine maintenance of sign structures and supports, if the sign area is not increased and no structural improvements, alterations, or replacements are made.
      v. Signs that are carried by people.
      vi. Signs that are not visible from abutting property or public right-of-way
      vii. Signs that are affixed to a building within five (5) feet of an entrance to the building that are:
         1. Not more than five (5) feet in area; and
         2. Are not legible from the street.
      viii. Signs that are less than one square foot in area, that are affixed to machines, equipment, fences, gates, walls, gasoline pumps, or utility cabinets.

ix. Holiday decorations that are displayed for not more than two months per year.
x. Temporary, directional signage.
xi. Wayfinding signage
xii. Parking signage
xiii. Drive-thru signage.
xiv. Bank/Credit Union/ATM/Mobile banking signage and the like

IX. STORM WATER MANAGEMENT

All storm water management, drainage systems and drainage plans will adhere to the Montgomery County requirements, standards and criteria and all such storm water plans and drainage plans must be either approved by or issued a letter of no objection from the City of Magnolia Engineer.

X. PLATTING

All platting will adhere to Montgomery County requirements. All property within this Agreement is permitted to be platted as one reserve through the City of Magnolia and later subdivided into smaller reserves via metes and bounds without further platting requirements. Any seller subdividing any portion of the property within the Agreement shall notify the City of Magnolia upon such subdivision.

During the site plan review, a metes and bounds description must be provided for the property.

XI. GREEN SPACE/RECREATIONAL AREAS & MAXIMUM LOT COVERAGE

The Agreement shall provide green space totaling a minimum of 20% of the gross acreage of the Agreement. In calculating the minimum required green space, the following areas may be included: buffer yards, onsite and offsite detention ponds that accommodate storm water for the property contained within the Agreement, easements, landscape islands and other landscape reserves and setbacks, common area lawns and landscaping, community swimming pools and surrounding paved deck area, community tennis courts, and other common recreational areas.

A lot coverage requirement shall not apply to commercial projects.

XII. PHASING / DEVELOPMENT SCHEDULE

Phasing for the project will be determined by market conditions. All phases will take into consideration access, compatible uses and all other regulations listed within this document. Additional land may be added to the Agreement in the future so long as all regulations remain consistent across the entirety of the project.

Within eighteen months of the approved date within this planned development, the developer is responsible to permit the signage for the entire development through the City separate from each site development, and the developer is responsible to permit or cause to permit the landscaping for the entire development separate from each site review. Each site developer is omitted from providing signage plans during the site plan review process.

EXHIBIT D

CITY APPROVALS

The Farm League Approvals

1. Ordinance or Resolution of the City of Magnolia, Texas, Authorizing and Approving the Execution of a Utility Development Agreement and Chapter 380 Agreement.

2. The City agrees that TFL may request City approval to use non-standard signage and lighting within TFL. Subject to prior City approval of the standards for the signage and lighting, the City agrees to allow the use of the non-standard lighting and signage provided that TFL, or the POA assumes the responsibility for any incremental costs associated with the maintenance, replacement, or repair of the signage or lighting.

3. Ordinance or Resolution of the City of Magnolia, Texas, Authorizing and Approving a Final Plat of The Farm League.

EXHIBIT E

CITY UTILITIES COST ESTIMATE

Unified Engineering Solutions PLLC

The Farm League Utility Extension for Future Development
PRELIMINARY COST ESTIMATE

UTILITIES ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	COST SHARE CITY 75.00%	COST SHARE DEVELOPER 25.00% [1]
A.	**Water Distribution**						
1	16" C900 Waterline via Open Cut	LF	4,200	145.00	609,000	456,750	152,250
2	16" C900 Waterline w/ 24" Steel Casing via Bore	LF	340	350.00	119,000	89,250	29,750
3	16" Gate Valve and Box	EA	3	25,000.00	75,000	56,250	18,750
4	2-inch Blow-off and Box	EA	1	5,000.00	5,000	3,750	1,250
5	Fire Hydrant Assembly	EA	11	12,500.00	131,250	98,438	32,813
6	Automatic Air Release Valve	EA	1	7,500.00	7,500	5,625	1,875
7	16" TS&V	EA	1	30,000.00	30,000	22,500	7,500
8	Disinfection and Testing	EA	1	5,000.00	5,000	3,750	1,250
	Water Subtotal				**$ 981,750**	**$ 736,313**	**$ 245,438**
B.	**Sanitary Sewer Collection**						
9	15" SDR 26 Sewer Line	LF	4,200	130.00	546,000	409,500	136,500
10	15" SDR 26 Sewer w/ 24" Steel Casing via Bore	EA	340	350.00	119,000	89,250	29,750
11	5-ft Diameter Manhole	EA	21	7,500.00	157,500	118,125	39,375
12	15" Sewer Connection to Manhole	EA	1	10,000.00	10,000	7,500	2,500
13	Manhole Adjustment w/ Cover	EA	21	250.00	5,250	3,938	1,313
14	Sanitary Sewer Tracer	LF	4,200	10.00	42,000	31,500	10,500
15	Manhole Vacuum Testing	EA	21	500.00	10,500	7,875	2,625
	Sanitary Sewer Sutotal				**$ 890,250**	**$ 667,688**	**$ 222,563**
E.	**Additional Utility Items**						
16	Clearing and Grubbing	LS	1	50,000.00	50,000	37,500	12,500
17	Move-in and SWPPP	LS	1	125,000.00	125,000	93,750	31,250
18	Trench Safety	LF	8,400	2.00	16,800	12,600	4,200
19	Utility Excavation (Haul Off)	CY	5,000	15.00	75,000	56,250	18,750
	Additional Items Subtotal				**$ 266,800**	**$ 143,850**	**$ 47,950**
G.	**Additional Items**						
20	Hydromulch Seeding	LS	1	15,000.00	15,000	11,250	3,750
21	Construction Staking & As-Built	LS	1	15,000.00	15,000	11,250	3,750
	Additional Items Subtotal				**$ 30,000**	**$ 22,500**	**$ 7,500**
				Subtotal	2,168,800	1,570,350	523,450
				Contingencies (20%)	433,800	325,350	108,450
				TOTAL	**$ 2,602,600**	**$ 1,895,700**	**$ 631,900**
				Engineering (18%)	468,500	351,375	117,125
				Surveying (2%)	52,100	39,075	13,025
				Construction Materials & Testing (2.50%)	65,100	48,825	16,275
				Inspection (2%)	52,100	39,075	13,025
				Plat and Plan Review Fees	5,000	3,750	1,250
				TOTAL	**$ 3,245,400**	**$ 2,377,800**	**$ 792,600**

This Document is Released for the Purpose of:
General Financial Planning
Under the Authority of:
Engineer: Scott A. Shelburne, PE
License No.: 105156
It is Preliminary in Nature and not to be Used for Feasibility of Land Purchases, Bonds

Notes:

(1) Cost share between City of Magnolia and Developer calculation based on area of the City requested 16" diameter pipe vs Developer need of 8" diameter pipe.
(2) Assumes connection of water and sanitary sewer to be south of proposed U-Haul development tract and a continuous 20-foot easement from connection point to NW corner of FM 1488 & FM 149.
(3) Move-in and Pollution Prevention assumes 8% of construction costs.