

DEVELOPERS AGREEMENT

On the ____ day of October, 2008, this DEVELOPERS AGREEMENT is executed in favor of the City of Angleton, hereinafter referred to as the "City", and by Jerry Teasley, as _____ of Parkcrest Builders, Inc., a Texas corporation with its principal location at 5851 San Felipe, Suite 220, Houston, TX 77057, owner and proposed developer of the proposed Henderson Road Apartment Complex, a proposed PUD development in the city limits of the City of Angleton, Texas, hereinafter referred to as "Developer":

WHEREAS, the DEVELOPER desires to develop certain land within the city of Angleton, located at or near the intersection of East Henderson Road and Buchta Road, Angleton, Brazoria County, Texas and,

WHEREAS, at this stage DEVELOPER acknowledges that the City has required additional infrastructure be constructed in order to meet the City's technical planning requirements for SITE PLAN/PLAT approval; and

THEREFORE, DEVELOPER agrees as follows:

I. As a condition of City staff advising the Planning and Zoning Commission and the City Council that Developer has met the technical requirements of the City's planning requirements for preliminary site plan/ plat approval, Developer agrees to comply with the following conditions:

1. DEVELOPER shall provide an additional ingress/egress (entrance/exit) to the apartment complex off of Henderson Road, with the same surface as the existing ingress/egress (entrance/exit) on the site plan presented to City. Said access entrances must be adequate as determined by the City and shall meet all City codes.
2. DEVELOPER must provide for at least a 50' free turning radius throughout the project for emergency vehicles.
3. DEVELOPER shall submit all drainage plans, including, but not limited to, retention/detention to the Angleton Drainage District; said drainage plans must be approved by the Angleton Drainage District prior to approval of the PUD by the City.
4. DEVELOPER acknowledges that City has informed it of existing water/sewer or other utility lines on the property and that DEVELOPER is responsible for relocating any such lines that may be affected by the development/project.
5. Follow all relevant city codes.
6. DEVELOPER shall install 8" water loop lines with two valves for the complex/development. DEVELOPER acknowledges that it shall be responsible for installation and any future maintenance of all water lines, sewer lines and fire hydrants within the project.
7. DEVELOPER shall construct/install a privately owned lift station to transfer wastewater from the project site to City's Waste Water Treatment Plant #1 collector, or in the alternative, DEVELOPER may contribute \$100,000.00 to the City and the City would be responsible for the wastewater disposal from the project to the city system.
8. DEVELOPER shall install, to City specifications, a standard sidewalk on the entire

frontage of the project on Henderson Road.

9. DEVELOPER shall pay for the cost of the City to install a turn lane on Henderson Road frontage of approximately 150' plus a 50' taper and a right turn lane of approximately 100' plus 50' taper, to accommodate the additional traffic on Henderson Road; said improvements shall be designed by and meet the specifications established by Herb Smith, City Engineer. Said design/specifications shall be attached hereto and marked as "Exhibit 1" and incorporated into this agreement for all purposes; said improvements must meet city specifications for acceptance as a city street.
10. DEVELOPER must submit a PDF format of the preliminary and any subsequent plats to the City.
11. All proposed and required drives and parking lots in the development must support all fire suppression equipment and DEVELOPER must submit satisfactory detailed plans to City of the proposed drives and parking lots.

- I. DEVELOPER agrees to provide City attorney satisfactory proof that the party signing this agreement has full authority to bind the developer, owner, and successor, assigns, etc. to the extent that the City is assured compliance with this agreement prior to the issuance of any certificate of occupancy or building permits; and Owner agrees that if it breaches any terms of this agreement in any form that it will be responsible for all reasonable attorneys fees and costs incurred by the CITY.
- II. DEVELOPER acknowledges that City staff can only make recommendations regarding whether or not the proposed preliminary plat satisfies the technical requirements of the city planning ordinances and applicable codes, and that the final decision on granting or denying the preliminary plat is solely within the discretion of the Planning and Zoning Commission and/or the Angleton City Council.

WITNESS our hands this _____ day of October, 2008.

DEVELOPER:

PARKCREST BUILDERS, INC.,
BY JERRY TEASLEY, IT'S PRESIDENT

CITY:

BY GREG SMITH, CITY MANAGER

APPROVED AS TO FORM:

KEITH VAUGHAN, CITY ATTORNEY