

JAMES BURGESS

Mayor

RITA BISHOP

Councilmember Place 1

KAYLA SANGUINETTI

Councilmember Place 2



JEANIE SCOTT

Mayor Pro Tem/

Councilmember Place 3

GERONIMO HERNANDEZ

Councilmember Place 4

PHYLLIS LEWIS

Councilmember Place 5

VENUS SPECIAL CALLED COUNCIL MEETING

Venus Civic Center

210 S. Walnut St.

Venus, Texas 76084

Monday, September 20, 2021 6:00 PM

Page

1. Call to Order, Roll Call, Invocation, Pledge of Allegiance

2. Announcements from Mayor:

Cell phones are to be turned off or placed on vibrate/silent only. No conversation or comment from the audience is permitted unless specifically called upon by the Mayor. Please remain respectfully quiet.

3. Citizen Public Comment Period:

Citizens may sign up before the meeting begins and will be allowed up to 5 minutes to address the Mayor and Council. The Mayor, Council members and staff members may not respond or converse with speakers during this time. The comments from the speaker must be in the form of a statement. By State law, no questions may be asked or answered for items not appearing on the agenda.

4. Discussion & Consideration Items

- 4.1. Discuss and consider Resolution No. 10-2021-09 authorizing the Mayor to execute a Pre-Annexation Development Agreement by and between the City of Venus and LGI Homes-Texas, LLC, pertaining to approximately 73.524 acres of land located wholly within the Extraterritorial Jurisdiction of the City.

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[VENUS resolution development agreement LGI Stallion.pdf](#)



[2021-09-17 VEN Stallion Ranch Dev Agree CLEAN.pdf](#) 

[1 - Exhibit A - Legal Description.pdf](#)  [2 - Exhibit B - Title Survey.pdf](#)  [3 - Exhibits - C E F G Revised.pdf](#)  [4 - 2021-09-14 VEN Stallion EX D DevStdts-v.9-14-2021.pdf](#)  [5 - Exhibit H - Permitted Plant List-Version 9-1-2021.pdf](#)  [6 - Exhibit I - Park Features Concept.pdf](#) 

I make a motion to approve/deny Resolution No. 10-2021-09.

5. Budget workshop

5.1. Conduct budget workshop for FY 21-22.

6. Adjournment

The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, pursuant to authorization by the Texas Open Meetings Act TEXAS GOVERNMENT CODE, Chapter 551.071 (Private consultation with attorney for the city), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), 551.087 (economic development), 418.183 (homeland security).

This is to certify that a copy of this Notice of Meeting was posted on the bulletin of City Hall, 700 W. Hwy 67 Venus, Texas and at a place readily accessible to the general public at all times and to the City's website www.cityofvenus.org, Friday, September 17, 2021 by 5:00 P.M..

Callie Green,
City Secretary

For more information or a copy of the Open Meetings Act, please contact the Attorney General of Texas at 1-800-252-8011; the City Secretary at 972-366-3348, ext. 211 or visit the City of Venus web site at www.cityofvenus.org. This building is wheelchair accessible. Any requests for Interpretive Services must be named 48 hours in advance of the scheduled meeting. To make arrangements please call 972-366-3348.

RESOLUTION NO. 10-2021-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF VENUS, TEXAS AND LGI HOMES, LLC FOR THE CONDITIONED DEVELOPMENT OF AN APPROXIMATE 73.524 ACRES IN THE CORPORATE LIMITS OF THE CITY OF VENUS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Venus, Texas (the “City”) desires to execute an Agreement to condition certain development related to a planned development on an approximate 73.524 acres in the City of Venus including building materials and the phasing of the construction of specific uses, between the City and LGI Homes, LLC, as shown in Exhibit “A”, attached.

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

SECTION 1. The above and foregoing premises are true and correct and are incorporated herein and made part hereof for all purposes.

SECTION 2. That the attached Exhibit “A” Development Agreement by and between the City and LGI Homes, LLC is hereby approved, and the City Manager is authorized to enter into the Agreement.

SECTION 3. This Resolution shall take effect immediately from and after its passage.

PRESENTED AND PASSED by the City Council of the City of Venus, Texas, this the ___ day of September 2021.

CITY OF VENUS, TEXAS

James L. Burgess, Mayor

ATTEST:

Callie Green, City Secretary

EXHIBIT A

STALLION RANCH PRE-ANNEXATION DEVELOPMENT AGREEMENT

This Stallion Ranch Pre-Annexation Development Agreement (this “Agreement”) is entered into by the City of Venus, Texas, a Type A general law municipality located in Johnson County and Ellis County, Texas, (the “City”), and LGI Homes - Texas, LLC (“Developer”) (the City and Developer each a “Party,” and collectively the “Parties”), to be effective on the Effective Date.

SECTION 1 **RECITALS**

WHEREAS, certain capitalized terms used in these recitals are defined in Section 2;

WHEREAS, Developer is under contract to purchase that certain real property consisting of approximately 73.524 acres of land located wholly within Johnson County, Texas, and wholly within the extraterritorial jurisdiction of the City (the “ETJ”), as more particularly described in Exhibit A hereto and depicted on Exhibit B hereto (the “Property”);

WHEREAS, as generally described and depicted on the concept plan attached hereto as Exhibit C (the “Concept Plan”) and in accordance with the development standards attached hereto as Exhibit D (the “Development Standards”), Developer intends and desires to develop the Property as a single-family community with approximately 280 residential lots of various sizes over multiple phases and is to be known and referred as “Stallion Ranch” (the “Project”);

WHEREAS, the Property is located within the certified water service area of Mountain Peak Special Utility District (“Mountain Peak”);

WHEREAS, the Property is located outside of any wastewater CCN;

WHEREAS, the Developer and the City desire for the City to provide retail water and sewer service to the Property;

WHEREAS, Developer anticipates commencing development of the Project upon the completion of the following: (i) the execution of the Agreement, (ii) the purchase of the Property, and (iii) the contemporaneous annexation and zoning of the Property, and (iv) the submission and approval of a preliminary plat for the Property that is substantially consistent with the Concept Plan (the “Preliminary Plat”);

WHEREAS, unless expressly set forth to the contrary in this Agreement, the Parties intend this Agreement to supersede City Regulations only to the extent that City Regulations directly conflict with the terms of the Agreement;

WHEREAS, the parties agree that the health, safety, and welfare of the City will be best served and most promoted through the development of the Project over other forms of development and that the purpose of this Agreement is to provide certainty for the parties, the

annexation of the Property, and the mutually agreeable development of the Property consistent with the Project; and

WHEREAS, the parties have the authority to enter into this Agreement under state law, including, but not limited to, the authority granted by Sections 43.0672 and 212.172, Texas Local Government Code.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

SECTION 2 **DEFINITIONS**

Certain terms used in this Agreement are defined in this Section 2. Other terms used in this Agreement are defined in the recitals or in other sections of this Agreement. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Certificate of Convenience and Necessity (“CCN”) means a certificate of that name issued by the Texas Public Utility Commission or its predecessor or successor agency pursuant to Chapter 13, Texas Water Code.

Chapter 245 means Chapter 245, Texas Local Government Code.

Chapter 395 means Chapter 395, Texas Local Government Code.

City Code means the Code of Ordinances, City of Venus, Texas.

City Council means the governing body of the City.

City Administrator means the current or acting City Administrator of the City, or a person designated to act on behalf of that individual if the designation is in writing and signed by the current or acting City Administrator.

City Regulations means the City’s applicable development regulations in effect on the Effective Date, including without limitation City Code provisions, the City’s subdivision ordinance, ordinances (including, without limitation, water impact fee, wastewater impact fees, and roadways impact fee, park dedication fees), design standards (including, without limitation, pavement thickness), and other policies duly adopted by the City; provided, however, that as it relates to Public Infrastructure for any given phase of the Project, the applicable construction standards (including, without limitation, uniform building codes) shall be those that the City has duly adopted at the time of the filing of an application for a preliminary plat for that phase unless construction has not commenced within two years of approval of such preliminary plat in which case the construction standards shall be those that the City has duly adopted at the time that construction commences.

Concept Plan means the intended conceptual plan for the development of the Project as depicted on Exhibit C.

Development Standards means the design specifications and construction standards permitted or imposed by this Agreement, including without limitation the standards set forth in Exhibit D and applicable City Regulations.

Effective Date means the effective date of this Agreement, which shall be the date upon which all Parties have fully executed and delivered this Agreement.

End User means any tenant, user, or owner of a Fully Developed and Improved Lot, but excluding the HOA.

Fully Developed and Improved Lot means any privately-owned lot in the Project, regardless of proposed use, intended to be served by the Public Infrastructure and for which a final plat has been approved by the City and recorded in the Real Property Records of Johnson County.

HOA means a homeowners association formed by the Developer which shall privately function as a homeowners association for the Project, or such similar name as may be available with Texas Secretary of State, and its successors.

Impact Fees means any fees assessed and charged against the Project in accordance with Chapter 395 and as defined therein.

Mayor means the Mayor of the City of Venus, Texas.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

Public Infrastructure means all water, wastewater/sewer, detention and drainage, roadway, park and trail, and other infrastructure necessary to serve the full development of the Project and/or to be constructed and dedicated to the City under this Agreement.

PUC means the Texas Public Utility Commission.

Real Property Records means the official land recordings of the Johnson County Clerk's Office.

TCEQ means the Texas Commission on Environmental Quality.

SECTION 3 **PUBLIC INFRASTRUCTURE**

3.1 Public Infrastructure, Generally.

(a) Public Infrastructure. Subject to the terms of this Agreement, the Parties agree that Developer will be solely responsible to construct all Public Infrastructure. All of the Public Infrastructure shall be owned by the City upon acceptance thereof by the City. Developer agrees to take any action reasonably required by City to transfer, convey, or otherwise dedicate or ensure the dedication of land, right-of-way, or easements for the Public Infrastructure to the City for public use. The public on-site and off-site infrastructure and all other related improvements will be built to City Standards, and upon completion and inspection by City, all such Public Infrastructure will be dedicated to the City and will be owned and operated by the City. Except as otherwise expressly provided for in this Agreement, Developer shall provide all Public Infrastructure necessary to serve the Project, including streets, utilities, drainage, sidewalks, trails, street lighting, street signage, and all other required improvements, at no cost to the City except as expressly provided in this Agreement, and as approved by the City's engineer or his or her agent. The Developer shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of Public Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction and installation of all Public Improvements, to be acquired and accepted by the City from the Developer as provided in this Agreement. Developer shall cause the installation of the Public Infrastructure within all applicable time frames in accordance with the City Regulations unless otherwise established in this Agreement. Developer shall provide engineering studies, plan/profile sheets, and other construction documents at the time of platting as required by City Regulations. Such plans shall be approved by the City's engineer or his or her agent prior to approval of a final plat. Construction of any portion of the Public Infrastructure shall not be initiated until a pre-construction conference with a City representative has been held regarding the proposed construction and the City has issued a written notice to proceed. No final plat may be recorded in the Real Property Records of Johnson County until construction of all Public Infrastructure shown thereon shall have been constructed, and thereafter inspected, approved, and accepted by the City. The foregoing notwithstanding, Developer shall be permitted to commence construction on up to thirty (30) homes prior to the recordation of a final plat if permanent paving is in place and water improvements sufficient for fire fighting are installed.

3.2 Contracting, Construction, Ownership, and Transfer of Public Infrastructure.

(a) Contract Specifications. Developer's engineers shall prepare, or cause the preparation of, and provide the City with contract specifications and necessary related documents for the Public Infrastructure.

(b) Construction Standards, Inspections and Fees. Except as otherwise expressly set forth in this Agreement, the Public Infrastructure required for the development of the Project shall be constructed and inspected, and all applicable fees, including but not limited to, permit fees, and inspection fees, shall be paid by Developer, in accordance with this Agreement,

the City Regulations, and any other governing body or entity with jurisdiction over the Public Infrastructure.

3.2 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the Public Infrastructure or any portion thereof, the City shall maintain and operate the accepted Public Infrastructure.

(b) Upon final inspection, approval, and acceptance of the roadway Public Infrastructure required under this Agreement or any portion thereof, the City shall maintain and operate the public roadways and related drainage improvements.

3.4 Maintenance Bonds. For each construction contract for any part of the Public Infrastructure, Developer's contractor, must execute a maintenance bond in accordance with applicable City Regulations that guarantees the costs of any repairs that may become necessary to any part of the construction work performed in connection with the Public Infrastructure, arising from defective workmanship or materials used therein, for a full period of two (2) years from the date of final acceptance by the City of the Public Infrastructure constructed under such contract.

3.5 Inspections, Acceptance of Public Infrastructure, and Developer's Remedy.

(a) Inspections, Generally. The City shall have the right, but not the obligation, to inspect, at any time, the construction of all Public Infrastructure necessary to support the Project, including water, wastewater/sanitary sewer, drainage, roads, streets, alleys, park facilities, electrical, and street lights and signs. The City's inspections and/or approvals shall not release Developer from its responsibility to construct, or cause of the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Project.

(b) Acceptance; Ownership. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City. Acceptance of Public Infrastructure by the City shall be evidenced in a writing issued by the City Administrator or his designee.

(c) Approval of Plat/Plans.

(i) All Public Infrastructure constructed or caused to be constructed by Developer shall be designed and constructed in compliance with the City Regulations and this Agreement.

(ii) Developer shall submit to the City plans and specifications for the Public Infrastructure prior to commencing construction and no construction shall commence until the related plans and specifications have been approved in writing by the City Engineer or designee.

(iii) The City shall approve or disapprove plans and specifications, within thirty (30) days after receipts of a complete set of plans and supporting documents. In the event the City disapproves of any plans and specifications, the disapproval notice shall contain a detailed explanation of the reason(s) for disapproval.

(iv) The City shall approve or disapprove revised plans and specifications submitted by Developer to address the City's reasons for disapproval pursuant to subsection (iii) above, within fifteen (15) days after receipt by the City. In the event the City disapproves of any revised plans and specifications, the disapproval notice shall contain a detailed explanation of the reason(s) for disapproval. The Parties shall follow the process in this subsection (iv) for all submittals of revised plans and specifications.

(v) Approval by the City's engineer, or designee or representative, of any plans, designs, or specifications submitted by Developer pursuant to this Agreement or pursuant to applicable City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Developer, his engineer, employees, officers, or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by Developer or Developer's engineer, or engineer's officers, agents, servants or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. In accordance with Chapter 245, all development related permits issued for the Project, including the Preliminary Plat, shall remain valid for a period of two years and shall not thereafter expire so long as progress, defined as any of the following:

- (1) an application for a final plat or plan is submitted to a regulatory agency;
 - (2) a good-faith attempt is made to file with a regulatory agency an application for a permit necessary to begin or continue towards completion of the project;
 - (3) costs have been incurred for developing the project including, without limitation, costs associated with roadway, utility, and other infrastructure facilities designed to serve, in whole or in part, the project (but exclusive of land acquisition) in the aggregate amount of five percent of the most recent appraised market value of the real property on which the project is located;
 - (4) fiscal security is posted with a regulatory agency to ensure performance of an obligation required by the regulatory agency; or
 - (5) utility connection fees or impact fees for the project have been paid to a regulatory agency
- , has been made toward completion of the Project. Upon recordation of the final plat for the first phase of the Project, the Preliminary Plat shall remain valid for the duration of this Agreement or as long as progress, defined as physical construction of the Project, toward completion of the Project is being made, whichever is longer.

3.6 Water Facilities.

(a) Developer's General Obligations. Developer is responsible for design, installation, and construction of all water improvements necessary to serve the Project as shown on Exhibit E hereto. Subject to final Engineering Plans as approved by the City's Public Works Director, the Developer is responsible for approximately 1,600 LF of 8" water line improvements

from the Project site to Venus Primary School. Developer is responsible for making two connections to existing City of Venus 12" waterline adjacent to County Road 109 to serve entire property. The design of water improvements shall be approved by the City in advance of the construction of same. Subject to the City's obligations under Section 4.11, Developer shall be responsible for the acquisition of any easements and other property acquisitions necessary for wastewater/sewer facilities (the size and extent of each such easement or other property interest to be approved by the City) for all development. The locations of said easements or other property interests shall be approved by the City's consulting engineer as part of the platting process. If during the preparation of the final Engineering Plans, and as required by the City's Public Works Director, any oversizing of the water improvements necessary to serve the Project are required, then the City will be responsible upon acceptance (i) for paying from any lawfully available funds of the City, or (ii) entering into an impact fee reimbursement agreement for that portion of costs directly attributable to the oversizing required by the City.

(b) Timing of General Obligations. Except as otherwise provided herein, Developer shall complete in a good and workmanlike manner all water facility improvements necessary to serve the Project prior to the recordation of the final plat.

3.7 Wastewater/Sanitary Sewer Facilities.

(a) Developer's General Obligations. Developer is responsible for the design, installation, and construction of all wastewater/sanitary sewer improvements necessary to serve the Project as shown on Exhibit F hereto. Subject to final Engineering Plans as approved by the City's Public Works Director, the Developer shall construct a new lift station to serve the Project. Developer shall construct a new force main (approximately 700 linear feet of 6" force main) and connect to existing 6" force main on County Road 109. The design of all wastewater/sanitary sewer improvements shall be approved by the City in advance of the construction of same. Subject to the City's obligations under Section 4.11, Developer shall be responsible for the acquisition of any easements and other property acquisitions necessary for wastewater/sewer facilities (the size and extent of each such easement or other property interest to be approved by the City) for all development. The locations of said easements or other property interests shall be approved by the City's consulting engineer as part of the platting process. If during the preparation of the final Engineering Plans, and as required by the City's Public Works Director, any oversizing of the wastewater system improvements necessary to serve the Project are required, then the City will be responsible upon acceptance to (i) pay from any lawfully available funds of the City, or (ii) enter into an impact fee reimbursement agreement, for that portion of costs directly attributable to the oversizing required by the City. Oversizing may include, but not be limited to, offsite force main improvements, Supervisory Control And Data Acquisition (SCADA) system improvements at the City's existing lift stations, demolition of existing lift stations, gravity main oversizing onsite, or onsite lift station oversizing.

(b) Timing of General Obligations. Except as otherwise provided herein, Developer shall complete in a good and workmanlike manner all water facility improvements necessary to serve the Project prior to the recordation of the final plat.

3.8 Water and Wastewater Services.

(a) The City shall provide retail water and sewer service to the Property if and upon release of the Property from the Mountain Peak water CCN. The City represents and confirms that it currently has and reasonably expects to continue to have the capacity to provide to the Project continuous and adequate retail water and wastewater service at times and in capacities sufficient to meet the service demands of the Project as it is developed, including (i) up to 280 residential connections in the project.

(b) Upon acceptance by the City of the water and wastewater facilities described herein, the City shall operate or cause to be operated said water – to the extent that the City will be the retail water provider for the Project – and wastewater facilities serving the Project and use them to provide service to all customers within the Project at the same rates as similar projects located within the City as otherwise required by State law as the holder of the CCN covering the Property. Upon acceptance by the City, the City shall at all times maintain said water and wastewater facilities, or cause the same to be maintained, in good condition and working order in compliance with all applicable laws and ordinances and all applicable regulations, rules, policies, standards, and orders of any governmental entity with jurisdiction over same.

(c) Developer, at Developer's sole cost and expense, shall petition the PUC to decertify the portion of the Property that, as of the Effective Date, is located within the area certified under Mountain Peak's water CCN so as to enable to the City to annex said area into the area certified under the City's water CCN. The City shall cooperate fully with Developer's efforts to decertify this area and shall support and take all action reasonably necessary to annex the same area into the City's water CCN as contemplated by this paragraph.

3.9 Roadway Facilities and Drainage Improvements.

(a) Developer's General Obligations. Developer is responsible for the design, installation, and construction of all roadway facilities required to serve the interior of the Project as depicted on Exhibit G. Subject to final Engineering Plans as approved by the City's Public Works Director, the Developer shall be responsible for 25-foot right-of-way dedication for CR 109. The design of all roadway facilities shall be approved by the City in advance of the construction of same. No improvements to County Road 109 are required by Developer except for any deceleration or turning movement improvements identified in the traffic analysis completed during the preliminary plat.

(b) Timing of General Obligations. Prior to the recordation of final plat for the Project, Developer shall complete, in a good and workmanlike manner, construction of all roadway facilities and related improvements necessary to serve the project in accordance with construction plans approved by the City. Thereafter, the roads shall be conveyed to the City for ownership and maintenance.

(c) Drainage/Detention Infrastructure. Developer shall have full responsibility for designing, installing, and constructing the drainage/detention infrastructure that will serve the Project and the cost thereof. Prior to the recordation of the final plat for any phase of development,

Developer shall complete in a good and workmanlike manner construction of the drainage/detention improvements necessary to serve such phase. Upon inspection, approval and acceptance, City shall maintain and operate the drainage and roadway improvements for the Project.

SECTION 4

ADDITIONAL OBLIGATIONS AND AGREEMENTS

4.1 Infrastructure Oversizing. Developer shall not be required to construct or fund any Public Infrastructure so that it is oversized to provide a benefit to land outside the Property (“Oversized Public Infrastructure”) unless, by the commencement of construction, the City has made arrangements to finance the City’s portion of the costs of construction attributable to the oversizing requested by the City. In the event Developer constructs or causes the construction of any Oversized Public Infrastructure on behalf of the City, the City shall be solely responsible for all costs attributable to oversized portions of the Oversized Public Infrastructure.

4.2 City Participation.

a. Intentionally omitted.

(b) Parkland Dedication Credit. The Developer intends to construct and dedicate (the “Park Dedication”) open space, a playground, a pond, trails and other common areas to a Homeowners’ Association (“HOA”) as shown on Exhibit C (the “Park Improvements”), which shall be open to the public and remain so unless agreed otherwise in writing by the City. In doing so, Developer and shall be deemed to have satisfied all applicable parkland dedication or improvement requirements or fees required in lieu thereof, of any kind whatsoever. Developer shall identify the Park Dedication on the Preliminary Plat. Loitering

4.3 Design, Construction and Maintenance of Park Improvements. Developer, at Developer’s cost, will (or will cause) the design, construction, and maintenance of the Park Improvements until such time as maintenance thereof is overseen by the HOA. The City will have no obligation to design, construct, or maintain the Park Improvements.

4.4 Mandatory Homeowners Association. Developer will, in a manner acceptable to the City, create the HOA, which shall be mandatory and shall levy and collect from homeowners’ annual fees in an amount calculated to maintain the improvements described in this Subsection 4.4. The HOA shall maintain the Park Improvements and shall maintain and operate any open spaces, nature trails, amenity center, common areas, landscaping, screening walls, development signage, and any other common improvements or appurtenances within the Project. The foregoing notwithstanding, the Park Improvement shall remain open to the public unless agreed otherwise by the City. The HOA may impose reasonable rules governing use of the Park Improvements including but not limited to hours of operation. Maintenance of public rights-of-way by the HOA shall comply with City Regulations and shall be subject to oversight by the City to the extent required by City Regulations. The Developer shall form the HOA for the Property and impose covenants and conditions upon the Property to implement and operate the HOA by means of a

written declaration filed in the appropriate public records (the “Declaration”) in the form shown in Exhibit J. The Declaration shall:

- (i) establish mandatory membership in the HOA for all owners of any single family home lot within any portion of the Property;
- (ii) provide for ownership of all open space, common areas and amenities, including the Park Improvements, by the HOA;
- (iii) establish regular and special assessments for the ownership, operation and maintenance of the common areas and amenities in first-class condition;
- (iv) establish procedures for review and approval of proposed construction or modification of residential structures.

4.5 Revisions to Concept Plan. Developer may revise the Concept Plan attached hereto as Exhibit C, provided that any such change must be consistent with Development Standards.

4.6 Annexation and Zoning.

(a) Annexation. Within thirty (30) days of the Effective Date, Developer shall submit, or cause to be submitted, a voluntary irrevocable petition for annexation of the Property to the City in compliance with Chapter 43, Texas Local Government Code, or other applicable law, as amended (the “Annexation Petition”). Developer agrees to cause to be executed and supply any and all instruments and/or other documentation necessary for the City to legally annex the Property into the City’s corporate limits. The City shall, in accordance with applicable statutory requirements, take all steps necessary to complete the annexation of the Property within thirty (30) days following Developer’s submission of the Petition. Pursuant to Section 43.0672, Texas Local Government Code, this Agreement shall constitute an agreement for the provision of services to the Property and, except as expressly provided otherwise herein, the City shall, immediately upon the effective date of annexation, provide the Property with all those municipal services currently offered within the City, including those which may be offered in the future, without discrimination. Should the City fail to complete the annexation of the Property in accordance with this Agreement, Developer shall have the right to terminate this Agreement with notice to the City and, upon such termination, the Property shall be immune to the involuntary annexation by the City for a period of thirty (30) years thereafter regardless of any change of law.

(b) Zoning; Uses. As soon as is practicable, and in conjunction with the annexation of the Property, the City shall consider planned development zoning for the Property consistent with the Development Standards, the Concept Plan, and this Agreement (the “PD Zoning”). Developer hereby consents to the PD Zoning of the Property, and Developer shall not be required to submit a formal zoning application or required fees as a condition to proceed with zoning of the Property as contemplated by this Agreement. Any such zoning of the Property shall otherwise be in accordance with all procedures set forth in the applicable City Regulations and in accordance with State law.

(c) Survival. In the event Developer terminates this Agreement in accordance with this section, Developer's rights and remedies under this section, including disannexation, the Property's immunity to future involuntary annexation shall survive such termination.

4.7 Conflicts. In the event of any direct conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline, or other City adopted or City enforced requirement, whether existing on the Effective Date or thereafter adopted, this Agreement, including its exhibits, as applicable, shall control. In the event of the conflict between the Concept Plan and the Development Standards, the Development Standards shall control to the extent of the conflict.

4.8 Compliance with City Regulations. Development and use of the Property, including, without limitations, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with City Regulations unless expressly stated to the contrary in this Agreement. City Regulations shall apply to the development and use of the Property unless expressly set forth to the contrary in this Agreement.

4.9 Phasing. The Project may be developed in phases and Developer may submit a replat or amending plat for all or any portions of the Property in accordance with applicable law. Any replat or amending plat shall be in conformance with this Agreement and applicable City Regulations and subject to City approval.

4.10 Status of Parties. At no time shall the City have any control over or charge of Developer's design, construction or installation of any of the Public Infrastructure, nor the means, methods, techniques, sequences or procedures utilized for said design, construction or installation. This Agreement does not create a joint enterprise or venture or employment relationship between the City and Developer.

4.11 Eminent Domain. Notwithstanding any other provision of this Agreement, Developer agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, Developer is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of commencing efforts to obtain the needed easements and right-of-way, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") actually incurred by the City in the exercise of its eminent domain powers and shall escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiation of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after

written notice from the City. Any unused escrow funds will be refunded to Developer within thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this section is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

4.12 Vested Rights. This Agreement shall constitute a “permit” (as defined in Chapter 245) that is deemed filed with the City on the Effective Date.

4.13 Waiver of Taking Claim. DEVELOPER WAIVES ALL CLAIMS THAT ANY OBLIGATION INCURRED BY DEVELOPER SET OUT IN THIS AGREEMENT CONSTITUTES A “TAKING”, AN ILLEGAL EXACTION OR INVERSE CONDEMNATION OF ALL OR ANY PORTION OF THE PROPERTY. THE CITY SHALL NOT BE REQUIRED TO DETERMINE ROUGH PROPORTIONALITY OR NECESSITY AS PROVIDED FOR IN SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE FOR ANY DEDICATIONS OF IMPROVEMENTS REQUIRED UNDER THIS AGREEMENT OR SHOWN ON THE CONCEPT PLAN, AS SUBMITTED OR SUBSEQUENTLY AMENDED BY DEVELOPER, OR OTHERWISE PROPOSED BY DEVELOPER. THIS AGREEMENT SATISFIES THE CITY’S OBLIGATION UNDER SECTION 43.016 OF THE TEXAS LOCAL GOVERNMENT CODE AS IT RELATES TO ALL OR ANY PORTION OF THE PROPERTY.

4.14 Proportionality. The Developer, to the fullest extent allowed by law, agrees that the dedication or construction of Public Infrastructure and other public improvements on the Property and as agreed by this Agreement or plats, is roughly proportional to the nature and the extent of the proposed development of the Property on the City’s public facilities system. The Developer hereby covenants not to sue the City for any claim, or otherwise consent to participate in any action against the City arising from any claim by such party or by its affiliates, alleging that the application of the adequate facilities requirement set forth in this Agreement to the development of the Property, or the imposition of conditions to plat applications or building permits for a portion of the Property that are consistent with the requirements of this Agreement are not roughly proportional to the impacts of the development authorized in the City Regulations, unless the City breaches this Agreement or other written agreement between the Developer and City. The Developer to the extent allowed by law further covenants not to sue the City for any claim or otherwise consent to participate in any action against the City arising from any claim by such Party or by its affiliates, alleging that the fees exceed the City’s reasonable cost of providing and maintaining services to the Project, unless the City breaches this Agreement or other written agreement between the Developer and City. The Developer expressly waives any claims based upon Chapter 395 of the Texas Local Government Code or successor statute alleging that such provisions on their face or as applied constitute illegal impact fees, unless the City breaches this Agreement or other written agreement between the Developer and City. Such covenants not to sue and waivers touch and concern the Project and are covenants running with the land such that they bind successor-in-interest and assigns of the Developer including, without limitation, End Users of fully developed lots.

SECTION 5

EVENTS OF DEFAULT; REMEDIES

5.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than thirty [30] days or any longer time period to the extent expressly stated in this Agreement as relates to a specific failure to perform) after written notice of the alleged failure has been given. Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within twenty (20) business days after it is due.

5.2 Remedies. As compensation for the other party's default, an aggrieved Party is limited to seeking specific performance of the other party's obligations under this Agreement.

SECTION 6

ASSIGNMENT; ENCUMBRANCE

6.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The obligations, requirement, or covenants to develop the Property subject to this Agreement shall be freely assignable, in whole or in part, to any affiliate or related entity of Developer, or any lien holder of the Property (for collateral assignment purposes only), without the prior written consent of the City. Except as otherwise provided in this paragraph, the obligations, requirements or covenants to the development of the Property shall not be assigned, in whole or in part, by Developer to a non-affiliate or non-related entity of Developer without the prior written consent of the City Administrator, subject to the advice and written consent of the Mayor, which consent shall not be unreasonably withheld or delayed if the assignee demonstrates financial ability to perform. An assignee shall be considered a "Party" for the purposes of this Agreement. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to assignees, including a copy of each executed assignment and, upon written request from any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

6.2 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance herewith shall be considered a "Party" for the purposes of this Agreement. With the exception of: (a) the City, (b) and End User, (c) a purchaser of a Fully Developed and Improved Lot, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed

to be a “Developer” and have all of the rights and obligations of Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

6.3 Third Party Beneficiaries. Except as otherwise provided herein, this Agreement inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

6.4 Notice of Assignment. Subject to Section 7.1 of this Agreement, the following requirements shall apply in the event that Developer sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement: (i) Developer must provide written notice to the City to the extent required under Section 7.1 at least fifteen (15) business days in advance of any such sale, assignment, transfer, or other conveyance; (ii) said notice must describe the extent to which any rights or benefits under this Agreement will be sold, assigned, transferred, or otherwise conveyed; (iii) said notice must state the name, mailing address, telephone contact information, and, if known, email address of the person(s) that will acquire any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance; and (iv) said notice must be signed by a duly authorized person representing Developer and a duly authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment, transfer or other conveyance.

SECTION 7 **RECORDATION**

7.1 Binding Obligations. This Agreement and all amendments thereto and assignments hereof shall be recorded in the Real Property Records where the Property is located. This Agreement binds and constitutes a covenant running with the Property and, upon the Effective Date, is binding upon Developer and the City, and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property.

SECTION 8 **GENERAL PROVISIONS**

8.1 Term. Unless otherwise extended by mutual agreement of the Parties, the term of this Agreement shall be thirty (30) years after the Effective Date (the “Original Term”). Upon expiration of the Original Term, the City shall have no obligations under this Agreement.

8.2 Recitals. The recitals contained in this Agreement: (a) are legislative findings by the City Council; (b) are true and correct as of the Effective Date; (c) form the basis upon which the Parties negotiated and entered into this Agreement; (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement; and (e) are fully incorporated into this Agreement for all purposes. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as

part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

8.3 Acknowledgements. In negotiating and entering into this Agreement, the Parties respectively acknowledge and understand that:

(a) Developer's obligations hereunder are primarily for the benefit of the Property;

(b) the improvements to be constructed and the open space dedications and donations of real property that Developer is obligated to set aside and/or dedicate under this Agreement will benefit the Project by positively contributing to the enhanced nature thereof, increasing property values within the Project, and encouraging investment in and the ultimate development of the Project;

(c) Developer's consent and acceptance of this Agreement is not an exaction or a concession demanded by the City, but is an undertaking of Developer's voluntary design to ensure consistency, quality, and adequate public improvements that will benefit the Property;

(d) Nothing contained in this Agreement shall be construed as creating or intending to create a contractual obligation that controls, waives, or supplants the City Council's legislative discretion of the functions; and

(e) this Agreement is a development agreement under Section 212.172, Texas Local Government Code.

8.4 Notices. Any notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when delivered personally or upon the expiration of 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	City Administrator City of Venus 700 W. US Highway 67 Venus, TX 76084
--------------	--

With a copy to:	Venus City Attorney 700 W. US Highway 67 Venus, TX 76084
-----------------	--

To Developer:	LGI Homes – Texas, LLC. Attn: Real Estate Counsel 1450 Lake Robbins Drive, Suite 430 The Woodlands, TX 77380
---------------	---

Any Party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Party.

8.5 Payee Information. With respect to any and every type of payment/remittance due to be paid at any time by the City to Developer after the Effective Date under this Agreement, the name and delivery address of the payee for such payment shall be:

LGI Homes – Texas, LLC
Attn: Real Estate Counsel
1450 Lake Robbins Drive, Suite 430
The Woodlands, TX 77380

Developer may change the name of the payee and/or address set forth above by delivering written notice to the City designating a new payee and/or address or through an assignment of Developer's rights hereunder.

8.6 Interpretation. Each Party has been actively involved in negotiating this Agreement. Accordingly, a rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to the interpreting this Agreement. In the event of any dispute over the meaning or application or any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

8.7 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

8.8 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of Developer, and that each individual executing this Agreement on behalf of Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions.

8.9 Limited Waiver of Immunity. The Parties are entering into this Agreement in reliance upon its enforceability. Consequently, the City unconditionally and irrevocably waives all claims of sovereign and governmental immunity which it may have (including, but not limited to, immunity from suit and immunity to liability) to the extent, but only to the extent, that a waiver is necessary to enforce specific performance of this Agreement (including all of the remedies provided under this Agreement) and to give full effect to the intent of the Parties under this Agreement. Notwithstanding the foregoing, the waiver contained herein shall not waive any

immunities that the City may have with respect to claims of injury to persons or property, which claims shall be subject to all of their respective immunities and to the provisions of the Texas Tort Claims Act. It is also expressly agreed by the Parties, the City shall be immune from, and the Developer hereby waives, any claim for failure on the part of the City to perform, or the manner of performance, of any of its traditional governmental functions as defined and contained in Section 101.0215(a) of the Texas Civil Practice and Remedies Code, Further, the waiver of immunity herein is not enforceable by any party not to Party to this Agreement, or any party that may be construed to be a third-part beneficiary to this Agreement.

8.10 Entire Agreement; Severability; Amendment. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. If it is determined by a judgment of a trial court with jurisdiction over the matter that any of the Property is not located within the City's ETJ, this Agreement shall remain in full force and effect with respect to the remainder of the Property unless Developer elects to terminate the Agreement pursuant to the terms hereof.

8.11 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Johnson County. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in state court in the Johnson County District Court.

8.12 Non Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

8.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

8.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force

majeure, the Party claiming the right to temporarily suspend its performance shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

8.15 Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the Parties expressly amending the terms of this Agreement. By entering into this Agreement, any previous agreements or understanding between the Parties relating to the same subject matter are null and void.

8.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

8.17 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

8.18 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Concept Plan
Exhibit D	Development Standards
Exhibit E	Water Improvements
Exhibit F	Sanitary Sewer Improvements
Exhibit G	Roadway Facilities
Exhibit H	Permitted Plant List
Exhibit I	Park Features Concept
Exhibit J	Approved Form of Covenants, Conditions, and Restrictions (CCR's)

[SIGNATURES PAGES AND EXHIBITS FOLLOW;
REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

CITY

CITY OF VENUS, TEXAS

By: _____

Name: _____

Its: _____

Date: _____

ATTEST:

City Secretary

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me, on the _____ day of _____, 2021, by _____, _____ for the City of Venus, Texas, on behalf of said city.

[S E A L]

Notary Public, State of Texas

LGI Homes - Texas, LLC,
A Texas limited liability company

Page 24 of 43

EXHIBIT A

Legal Description

BEING a 73.5240 acre tract of land situated in the William Hill Survey, Abstract Number 379 Johnson County, Texas and being all that certain called 75.19 acre tract of land, Tract II described in Warranty Deed from Billy G. Shaw, et ux, to Seven S Ranch, INC and recorded in Volume 3444, Page 97 of the Deed Records of Johnson County, Texas;

BEGINNING at a point for corner in the called center of County Road 109 (60 foot Right-of-Way) and being in the Northeast line of said William Hill Survey, same being the Southeast line of the Radford Berry Survey, Abstract Number 26 and being at the North corner of said 75.19 acre tract of land, same being the East corner of that certain called 101.33 acre tract of land described in Deed to Jeff D. McGregor and Dow Anna McGregor and recorded in Volume 2178, Page 935 of said Deed Records and being in the Southeast line of County Road 109 (60 foot Right-of-Way);

THENCE South $31^{\circ}13'36''$ East with the Northeast line of said 75.19 acre tract, same being the Southwest line of said 101.33 acre tract at a distance of 30.00 feet passing an Axle found for reference and continuing a total distance of distance of 2,504.49 feet to a 1/2" iron rod found for corner at the East corner of said 75.19 acre tract same being the North corner of that certain called 23.29 acre tract of land to Hau Ngo and Long T. Nguyen and recorded in Instrument Number 2015-13044 of said Deed Records and being in the Southwest line of said 101.33 acre tract;

THENCE South $59^{\circ}20'46''$ West with the Southeast line of said 75.19 acre tract, same being the Northwest line of said 23.29 acre tract a distance of 1,145.65 feet to a 5/8" iron rod found for corner at the South corner of said 75.19 acre tract same being the East corner of that certain called 38.080 acre tract of land described in Deed to Lam Nguyen and recorded in Instrument Number 2012-9914 of said Deed Record;

THENCE North $30^{\circ}36'44''$ West with the Southwest line of said 75.19 acre tract, same being the Northeast line of said 38.080 a distance of 1,372.90 feet to a point for corner at an inside ell corner in the Southwest line of said 75.19 acre tract same being the North corner of said 38.080 acre tract;

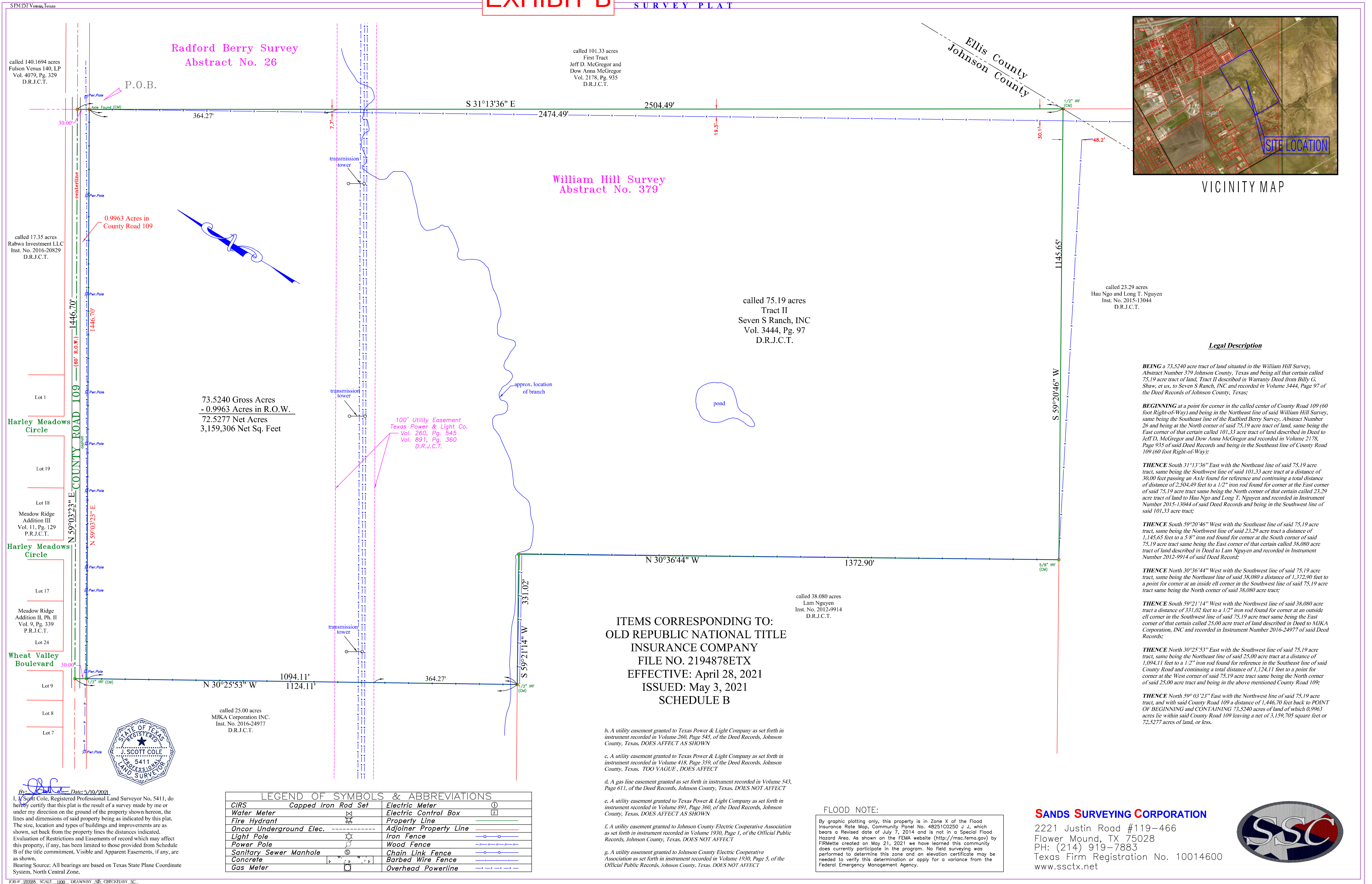
THENCE South $59^{\circ}21'14''$ West with the Northwest line of said 38.080 acre tract a distance of 331.02 feet to a 1/2" iron rod found for corner at an outside ell corner in the Southwest line of said 75.19 acre tract same being the East corner of that certain called 25.00 acre tract of land described in Deed to MJKA Corporation, INC and recorded in Instrument Number 2016-24977 of said Deed Records;

THENCE North $30^{\circ}25'53''$ East with the Southwest line of said 75.19 acre tract, same being the Northeast line of said 25.00 acre tract at a distance of 1,094.11 feet to a 1/2" iron rod found for reference in the Southeast line of said County Road and continuing a total distance of 1,124.11 feet to a point for corner at the West corner of said 75.19 acre tract same being the North corner of said 25.00 acre tract and being in the above mentioned County Road 109;

THENCE North $59^{\circ}03'23''$ East with the Northwest line of said 75.19 acre tract, and with said County Road 109 a distance of 1,446.70 feet back to POINT OF BEGINNING and CONTAINING 73.5240 acres of land of which 0.9963 acres lie within said County Road 109 leaving a net of 3,159,705 square feet or 72.5277 acres of land, or less.

EXHIBIT B

SURVEY PLAT

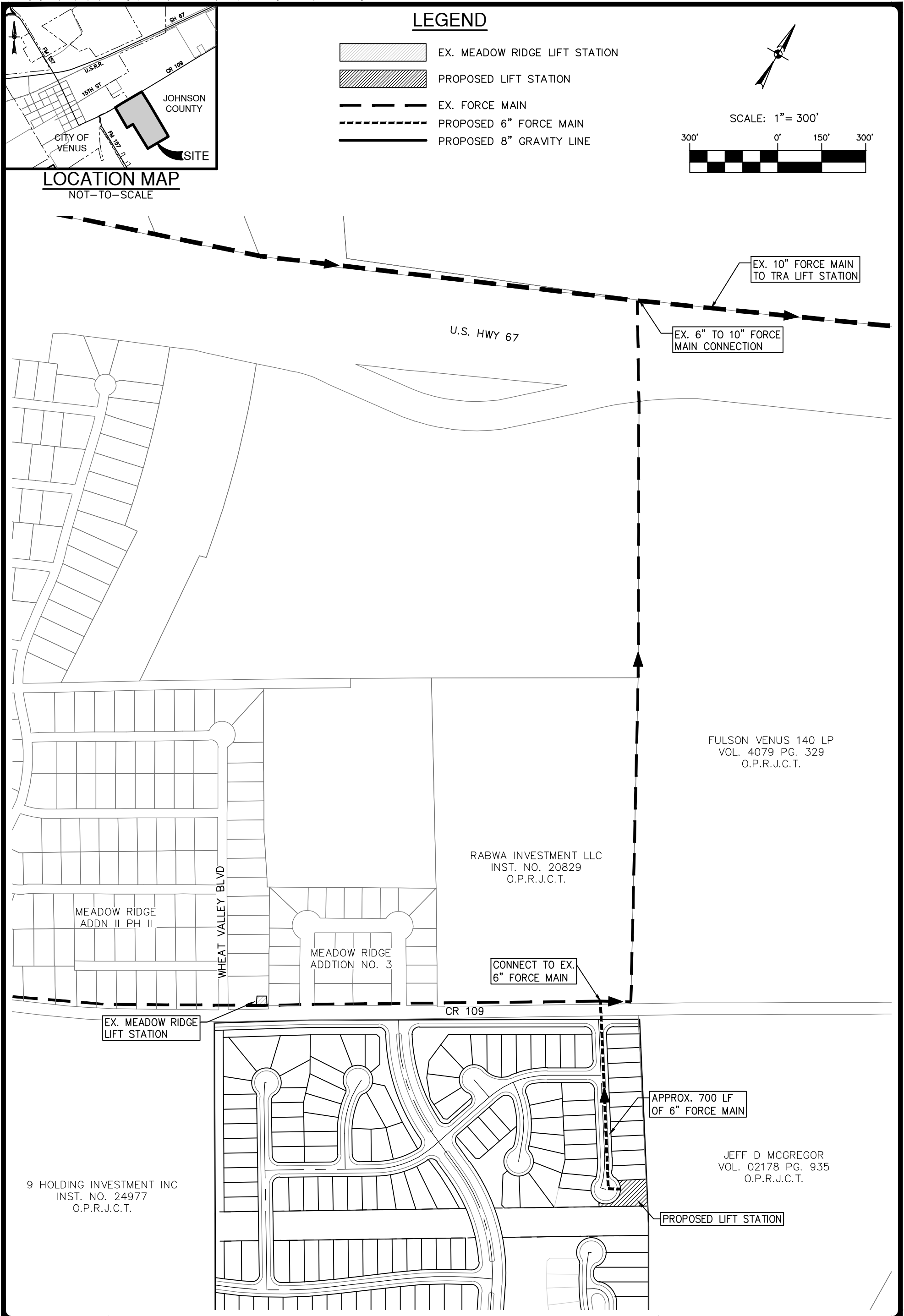




JOB NO. 70076-14
DATE JULY 2021
DESIGNER HCS
CHECKED MTG DRAWN AGC
EXHIBIT 'C'

STALLION RANCH (73.2 AC)
VENUS TEXAS
CONCEPT PLAN

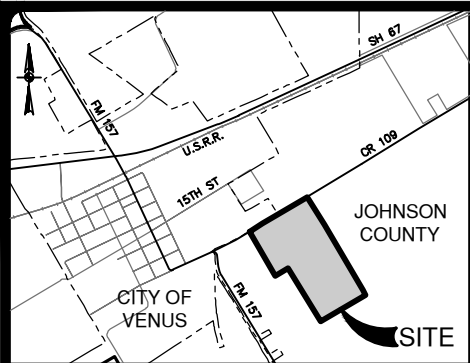
PAPE-DAWSON ENGINEERS
DALLAS | SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH
5810 TENNYSON PARKWAY, STE 425 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING #470 | TEXAS SURVEYING FIRM #10194390



JOB NO. 70076-14
DATE JULY 2021
DESIGNER HCS
CHECKED MTG DRAWN AGC
EXHIBIT 'F'

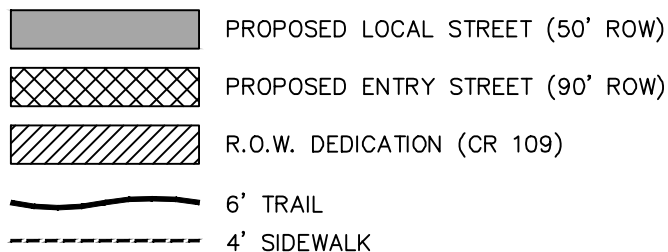
STALLION RANCH (73.2 AC)
VENUS TEXAS
SANITARY SEWER IMPROVEMENTS

PAPE-DAWSON ENGINEERS
DALLAS | SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH
5810 TENNYSON PARKWAY, STE 425 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING #470 | TEXAS SURVEYING FIRM #10194390

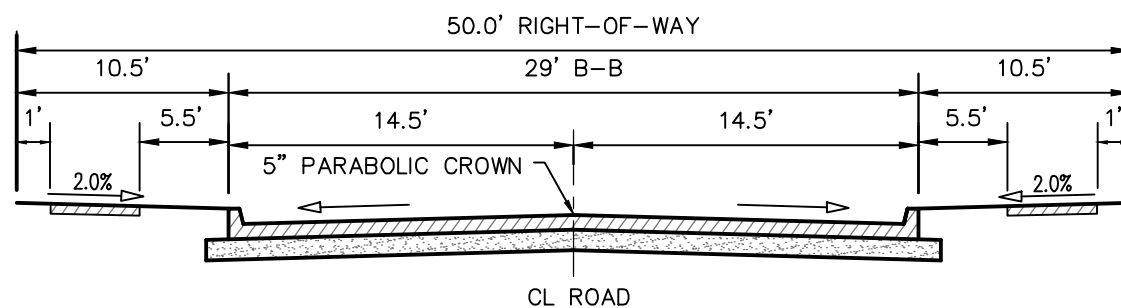
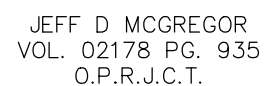
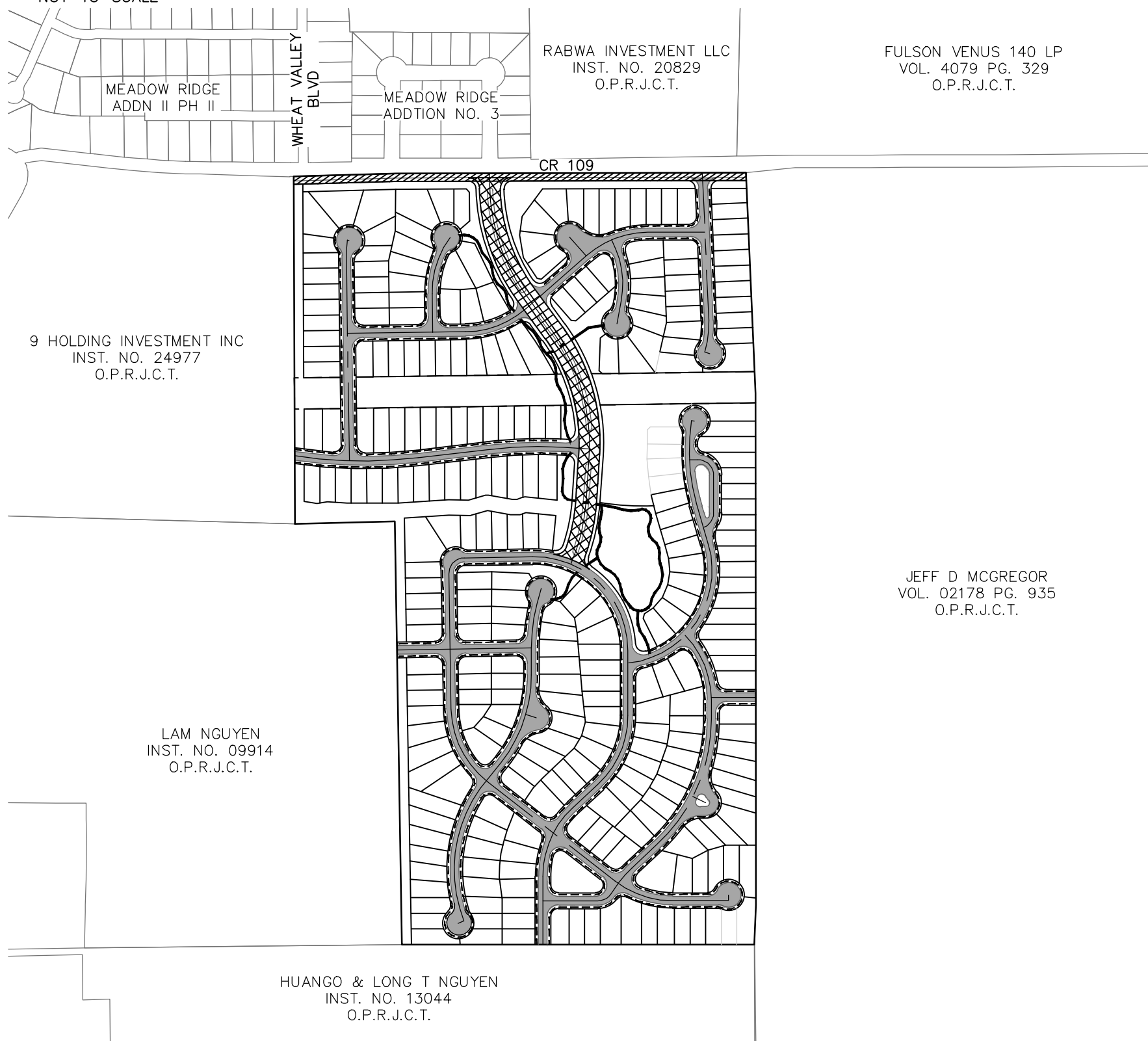
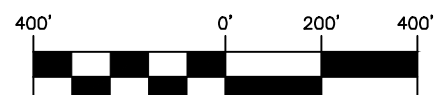


LOCATION MAP
NOT-TO-SCALE

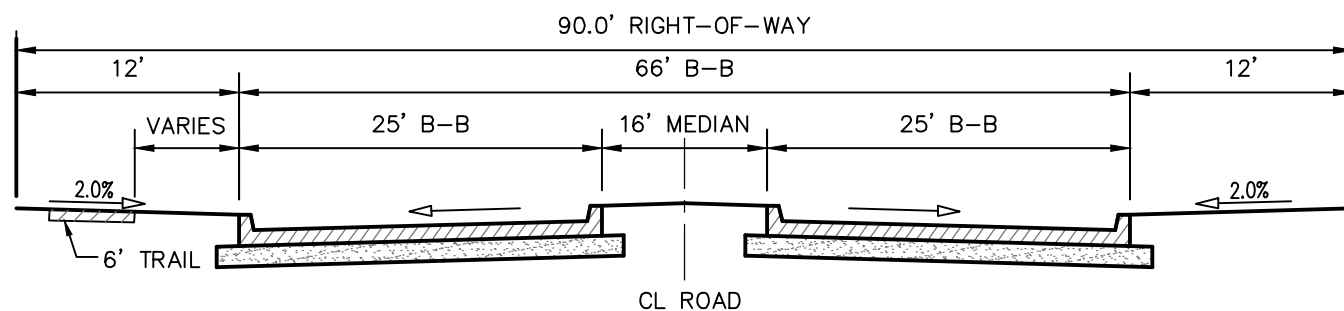
LEGEND



SCALE: 1" = 400'



TYPICAL ROADWAY SECTION - RESIDENTIAL (50' ROW)



TYPICAL ROADWAY SECTION - ENTRY ROAD (90' ROW)
N.T.S.

JOB NO. 70076-14
DATE JULY 2021
DESIGNER HCS
CHECKED MTG DRAWN AGC
SHEET 'G'

STALLION RANCH (73.2 AC)
VENUS TEXAS
ROADWAY FACILITIES



DALLAS | SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH
5810 TENNYSON PARKWAY, STE 425 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING #470 | TEXAS SURVEYING FIRM #10194390

EXHIBIT “D”
DEVELOPMENT STANDARDS
CONDITIONS FOR PLANNED DEVELOPMENT
ZONING CASE No. [REDACTED]

These standards apply to the 73.524 ACRES commonly known as Stallion Ranch.

I. GENERAL CONDITIONS:

- A. This planned Development District shall not affect any regulations within the Code of Ordinances, except as specifically provided herein. All regulations not specifically defined in this PD will be subject to the City of Venus City Code of Ordinances.

Planned Development - Single Family	
	SF5
Maximum Number of Lots	280
Lot Size (Minimum)	
Lot Area (Sq. Ft.)	5,500 for Interior Lots 6,000 for Corner Lots
Lot Width (feet) ¹	50
Lot Depth (feet) ²	110
Lot Depth of Double Frontage Lots (feet)	110
Dwelling Regulations (Minimum)	
Dwelling Size (Sq. Ft.) ³	1,250 / 1,500
Setback Yard Requirements - Main Structures	
Minimum Front Yard (ft)	20
Minimum Side Yard (ft)	5
Minimum Side Yard - Corner Lot (ft) ⁴	10
Minimum Side Yard - Corner Key Lot (ft) ⁵	20
Minimum Rear Yard (ft)	10
Minimum Rear Yard - Double Frontage Lot (ft)	20
Maximum Lot Coverage of Buildings	60%
Height of Structures (Maximum)	
Main Structure (feet)	35

- 1 Lot Width to be measured at front building setback line.
- 2 Lots fronting cul-de-sacs and knuckles may have minimum lot depth of 100 feet
- 3 A maximum of 20% of SF5 lots may be 1,250 sf minimum dwelling size. Remainder of SF5 lots must be 1,500 sf minimum.
- 4 Corner lots where a home with side-entry garage is constructed, shall be subject to a 15-foot minimum side-yard setback.
- 5 A Key Lot is a Corner Lot which backs to the side yard of an adjacent lot.

- B. Type SF5 Lots: The area and building standards for Type SF5 Lots are as follows and as set forth in Table 1:

- (a) Minimum Lot Size. The minimum lot size for Type SF5 Lots shall be 5,500 square feet. A typical lot will be 50' x 110' but may vary as long as the requirements in Table 1 are accommodated.
- (b) Minimum Lot Width. The minimum lot width for Type SF5 Lots shall be fifty feet (50'), measured at the front building line.
- (c) Minimum Yard Setbacks.
 - 1) Minimum Front yard Setback: The minimum front yard setback for Type SF5 Lots shall be twenty feet (20').
 - 2) Minimum Side yard Setbacks
 - i. The minimum side yard setbacks shall be five feet (5') on interior lots
 - ii. For corner lots, the minimum side yard setbacks shall be ten feet (10') on the street side and five feet (5') on the interior side. Where a home with side-entry garage is constructed facing the side street, the minimum street side yard setback shall be 15 foot minimum.
 - 3) Minimum Rear yard Setbacks. The minimum rear yard setback shall be ten feet (10').
 - 4) Permitted Encroachment:
 - i. Front porches, roof eaves, balconies, suspended planter or flower boxes, box or bay windows, awnings and chimneys may encroach into the front yard setback up to five feet (5')
- (d) Minimum Floor Space. Each dwelling constructed on a Type SF5 Lot shall contain a minimum of 1,500 square feet of floor space subject to the following. Up to twenty (20) percent of the homes may have a smaller square footage but in no case less than 1,250 square feet of floor space. Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling.
- (e) Height. The maximum height for structures on Type SF5 Lots shall be thirty-five feet (35').

II. SPECIAL CONDITIONS:

- A. Maximum number of homes: 280
- B. Minimum required amenity area: 3.6 acres in total with playground equipment, benches, covered pavilion and pond with fountain as shown on Concept Plan.
- C. Residential streets shall be a minimum of 29' (back-to-back) as shown in Exhibit G.
- D. Divided entry parkway as shown on Concept Plan with approximately 90' right-of-way and 25' wide paved lanes (back-to-back) in each direction as shown in Exhibit G. This shall be considered two points of access. No homes will front the parkway and no parking shall be allowed. Any trees planted within the right of way (ROW) by Developer shall be maintained by the HOA.
- E. A Developer installed, 6' minimum width, meandering concrete trail shall be installed along one side of the entry parkway to the amenity area.

- F. All internal residential streets shall be served by minimum four-foot (4') wide sidewalks on both sides of the street, installed at time of home construction in the right of way and maintained by the lot owner or HOA.
- G. No more than twenty percent (20%) of homes constructed shall have a garage that extends more than five feet (5') forward of the remaining structure.
- H. All homes may have front entry garages.

III. EXTERIOR MATERIALS:

- A. All homes shall have exterior walls of at least eighty (80) percent Masonry of the total building exclusive of doors, windows, window boxes, and non-brick areas above the top plate line, dormers, gables, and roofs. Masonry shall be defined as brick, natural stone, cast stone or stucco applied in a three-coat finishing process. No Exterior Insulation Finishing System (EIFS) shall be permitted.
- B. Examples of home product are shown below.







IV. **RESIDENTIAL LANDSCAPE:**

- A. Turf - Front, side and rear yards shall be sodded.
- B. Landscape Beds - All homes shall include a minimum of ninety (90) square feet of landscape beds with plants from the Permitted Plants List (Exhibit H) which may be shrubs, perennials, ornamental grasses, groundcovers or accent trees along with hardwood mulch at least 2.5" in depth in the front yard.
- C. Trees – To promote diversity and visual interest, homes shall sequentially alternate tree planting as follows:
 - a. At least one 3" Canopy Tree in Group 1 from the Permitted Canopy Tree List (see Exhibit H), or
 - b. At least two Accent Trees from the Permitted Accent Tree List, or
 - c. At least one 3" Canopy Tree in Group 2 of the Permitted Canopy Tree List.
- D. Tree planting – Front yard Canopy Trees shall be planted in a staggered manner relative to the curb. Trees on a residential lot shall be planted at least 3' closer/further from the front lot line than the Canopy Tree on the immediately adjacent lot.
- E. Additional Corner Lot Requirements:
 - a. Corner lots shall include an additional 3" Canopy Tree, planted in the street side yard, beyond the requirements above.
 - b. Corner lots shall include an additional 45 square feet of landscape beds beyond the requirements above.

V. SIDEWALKS AND WALKWAYS:

- A. All residential streets shall be served by minimum four-foot (4')-wide concrete sidewalks on both sides of the street constructed in the right of way at time of home construction. Sidewalks shall be maintained by the lot owner or HOA. All sidewalks within the community shall be completed by the Developer within four years of the issuance of a certificate of occupancy of the first home.
- B. All homes shall have a minimum three-foot (3') wide concrete walkway connecting the front door of the residence to the sidewalk described above.

VI. FENCES:

- A. Side and rear yards shall be fenced with maximum six-foot (6')-high wood fences with metal posts installed inside the yard to not be visible from the street.
- B. Wood fences shall be stained with a common, community-wide, semi-solid color specified in the recorded covenants as Pecan and consistent color and quality to Ready Seal No. 515.
- C. Side yard fence returns shall be located at least fifty (50) feet from the front lot line and in no case any closer than five (5) feet from the front corner of the home.

VII. GARAGES:

- A. All homes shall have a minimum of two (2) enclosed parking spaces in a garage.
- B. Garage doors shall be painted or stained consistent with the trim/accent color of the home.

VIII. ENTRY MONUMENT, SCREENING, AND AMENITY IMPROVEMENTS:

- A. The Developer shall install lighted masonry monument(s) at the entry to the neighborhood, but located so to not create a sight visibility problem. Example of entrance as shown below:



- B. The Developer shall install screening where lots back to County Road 109 using a combination of fencing and landscape, which shall be maintained by the HOA.
- C. Common area(s) no smaller than 3.6 acres in total shall be fully developed within six months of the City's acceptance of the public improvements and dedicated to the HOA for maintenance. Until such time as the Developer turns over control of the HOA to a homeowner elected board, the Developer shall be financially responsible for the utilities, insurance, repair or replacement of all features and fixtures installed in the common area(s) either directly or by funding the deficit of the HOA. The amenities shall include the following:

a. Playground equipment



b. Benches



- c. Covered pavilion.



- d. Pond with fountain(s)



IX. HOMEOWNERS' ASSOCIATION (HOA)

- A. The Developer shall establish a mandatory HOA prior to occupancy of any homes in the neighborhood. The development standards outlined herein shall be included in the recorded Covenants, Conditions and Restrictions (CCRs) of the HOA.
- B. All common areas shall be dedicated to the HOA
- C. Easements for the HOA's maintenance of features in the public right of way such as entry monuments, concrete trails, lighting, and landscape shall be permitted by the City.

X. OTHER RELATED REGULATIONS

- A. Satellite Dishes. Satellite dishes, limited to eighteen inches (18") in diameter or smaller, mounted below the ridgeline on the roof, and not in public view from the front of the home are permitted.
- B. Air Conditioners. No window or wall air conditioning units will be permitted on homes or other structures. Outside condensing units (compressors) which are not located within a privacy fenced area shall be screened by shrubbery save and except access and service space to the condensing units which may not be visible from the street.
- C. Plan Repetition. Plan elevations shall repeat no closer than every fourth (4th) home on the same side of a street and every third (3rd) home on the opposite side of the street.

Exhibit H – Permitted Plant List

Trees

Canopy Trees (Group #)

American Elm (1)
Bur Oak (1)
Cedar Elm (1)
Lacebark Elm (1)
Live Oak (1)
Shumard Red Oak (1)
Texas Persimmon (1)

Accent Trees

Desert Willow
Eleagnus
Eve's Necklace
Mexican Plum
Mexican Red Bud
Possum Haw
Vitex
Wax Myrtle

Canopy Trees (Group 2)

Caddo Maple (2)
Chinquapin Oak (2)
Southern Magnolia (2)
Texas Ash (2)
Texas Red Oak (2)
Western Soapberry (2)

Shrubs

Abelia
Agave
American Beautyberry
Aromatic Sumac
Barberry
Bridal Wreath Spirea
Compact Nandina
Coral Berry
Dwarf Burford Holly
Dwarf Burning Bush
Dwarf Chinese holly
Dwarf Crepe Myrtle
Dwarf Pomegranate
Dwarf Spirea
Dwarf Wax Myrtle
Dwarf Yaupon holly
Eleagnus
Flowering Quince

Fragrant Mimosa
Harbor Dwarf Nandina
Hypericum
Italian Jasmine
Leatherleaf Mahonia
Miniature Crepe Myrtle
Nellie R. Stevens Holly
Oakleaf Hydrangea
Purpleleaf Japanese
Red Yucca
Rose of Sharon (Althea)
Rosemary
Semi-Dwarf Crepe Myrtle
Smooth Sumac
Standard Nandina
Texas Sage
Turk's Cap

Groundcovers/Vines

Asiatic Jasmine
Avens, White
Carolina Jessamine
Coral Honeysuckle
Frog Fruit
Ground Ivy
Hardy Plumbago
Horseherb
Liriope or Lily Turf
Mondo or Monkey Grass
Pigeonberry
Purpleleaf Euonymus
Santolina
Sedum
Snake Herb
Virginia Creeper
Wood Violet

Ornamental Grasses

Big Bluestem
Blue Grama
Blue Lovegrass
Broomsedge
Busy Bluestem
Canada Wildrye
Dwarf Maiden Grass
Dwarf Pampas Grass
Eastern Gamma Grass
Feather Reed Grass
Hamelin's Fountain Grass
Indiangrass
Inland Sea-Oats
Little Bluestem
Maiden Grass
Mexican Feathergrass
Morning Light Maiden
Muhly
Ravenna Grass
Sedge
Sideoats Grama
Silver Bluestem

Slitbeard Bluestem
Standard Fountain Grass
Switchgrass
Variegated Japanese Silver Grass

Perennials

Black Eyed Susan
Blackfoot Daisy
Blue Mist Flower
Butterfly Bush
Cardinal Flower
Cedar Sage
Coreopsis
Damianita
Flame Acanthus
Four nerve Daisy
Mealy Blue Sage
Mexican Oregano
Pink Skullcap
Purple Coneflower
Rockrose
Russian Sage
Texas Lantana
Winecup
Yellow Columbine



PLAYGROUND FACILITY EXAMPLE



GRASS MOUND EXAMPLE



SITE FURNITURE EXAMPLE



SHADE STRUCTURE EXAMPLE

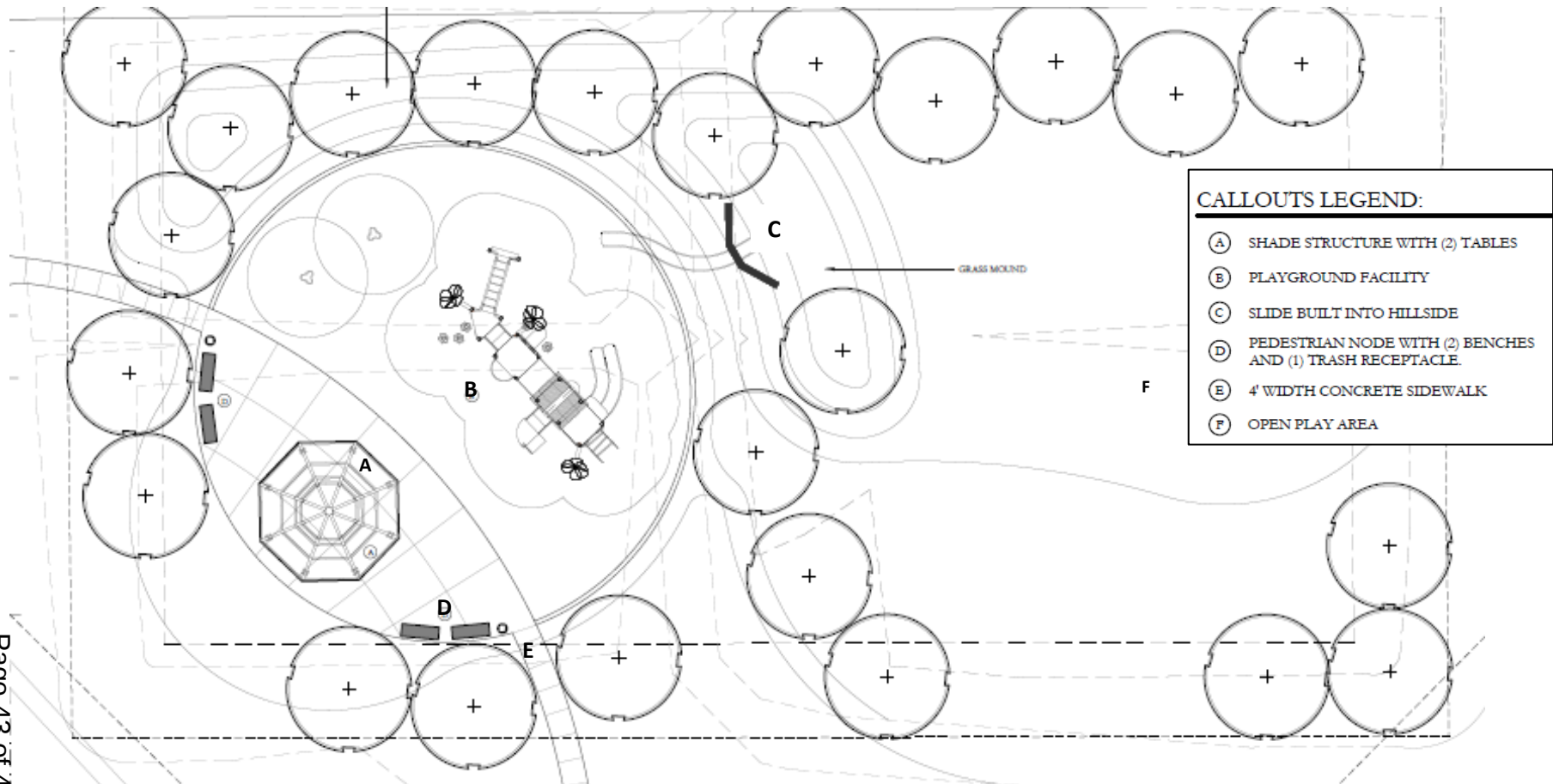


EXHIBIT I – Park Concept and Features