

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 94,  
OF FORT BEND COUNTY, TEXAS  
1300 Post Oak Boulevard, Suite 1400  
Houston, Texas 77056

UTILITY COMMITMENT

This Utility Commitment, dated as of November 14, 2022 (the "Utility Commitment"), shall serve to advise that the Board of Directors of Fort Bend County Municipal Utility District No. 94, of Fort Bend County, Texas (the "District") has considered the request of Homes at Town Center LLC ("Customer") for water and sanitary sewer service to a 5.218 acre tract of land located at the southeast corner of Town Center Boulevard and Radio Lane (the "Tract"), which is described on Exhibit "A" attached hereto. In this regard, representations have been made to the District that development plans for the Tract will include the construction of twenty-two (22) single family homes (the "Improvements") requiring a total sanitary sewer capacity of 5,500 gallons per day, average daily flow (22 equivalent single-family connections ("ESFCs")), and a total water capacity of 6,660 gallons per day, average daily flow (22 ESFCs). Based upon the foregoing representations, the District hereby provides its commitment to serve the Tract in accordance with such request, subject to the following conditions:

1. Water service to the Tract will be provided from a twelve-inch (12") water line located on the south right-of-way of Town Center Boulevard.
2. Sanitary sewer service will be provided from the sanitary sewer trunkline located along the north right-of-way of Town Center Boulevard through an 8-inch (8") sanitary sewer stub out at the northeast corner of the Tract. The Customer's connection to this sanitary sewer stub out can be no deeper than nine feet (9').
3. Storm runoff from the Tract is to be conveyed to a storm sewer system located within Town Center Boulevard, or as otherwise may be required by Fort Bend County, Texas, the City of Rosenberg, Texas (the "City"), or any other regulatory agency with jurisdiction over said matters. Any on-site detention required by the regulatory agencies will be the sole responsibility of Customer.
4. As of the date hereof, the requested water capacity is available, but may be subject to capital recovery fees which may be imposed by the City after the date hereof. However, the City has waived water capital recovery fees for 900 equivalent single family connections which includes the capacity hereunder. It is the District's intent that Customer will be allocated water capacity out of said 900 equivalent single family connections.
5. As of the date hereof, according to the City, the requested sanitary sewer treatment capacity is available, but may be subject to capital recovery fees or to exchange of capacity by the District in the City's southeast trunkline to serve the Tract. The City has waived wastewater capital recovery fees for 900 equivalent single family connections which includes the

capacity hereunder. It is the District's intent that Customer will be allocated wastewater capacity out of said 900 equivalent single family connections.

6. Subject to the other conditions and requirements set forth herein, water supply and wastewater treatment plant capacities in the amounts indicated will be made available as the Improvements are constructed in accordance with the terms, provisions, and limitations of the following:

(a) that certain Utility Contract dated December 2, 1986, by and between the District and the City, as amended by that certain First Amendment to Utility Contract, dated December 7, 1993, and as same may be amended from time to time hereafter;

(b) that certain Agreement to Treat and Dispose of Wastewater, dated December 2, 1986, originally by and among the City, Town Center Joint Venture and the District, as amended by that certain First Amendment to Agreement to Treat and Dispose of Wastewater, dated December 7, 1993, by and among the City, the Customer and the District;

(c) that certain Agreement to Reserve Capacity within southeast Trunkline Facilities, effective December 2, 1986, by and between the City and the District, as amended by that certain Modification of Agreement to Reserve Capacity within Southeast Trunkline Facilities, effective August 12, 1991; and

(d) that certain Supplement to Agreements dated June 17, 2008, by and between the City and the District.

Customer has represented to the District that the Tract and the Improvements are not and will not be exempt from ad valorem taxation by the District. In that regard, Customer hereby acknowledges and agrees that, should the Tract and the Improvements (or any portion thereof) become tax exempt, the District may collect fees in accordance with the provisions of Section 49.212, Texas Water Code, as amended, to cover the District's actual costs of the facilities necessary to provide service to any such tax-exempt portion and Customer (or its successor in interest) shall pay such costs to the District notwithstanding that service is then already being provided to the Tract in whole or in part.

7. Plans and specifications for additional perimeter and major internal water, sanitary sewer and drainage facilities required to provide service to the Improvements in accordance with, as applicable, the City, Fort Bend County, Texas, and Texas Commission on Environmental Quality standards shall be prepared by a registered professional engineer engaged by Customer and approved by the District and shall be approved by all applicable regulatory authorities as well as the District's Engineer prior to beginning construction of such facilities and Customer shall provide the District's Engineer with a copy of the approved plans and specifications prior to beginning construction. Construction of all water, sanitary sewer and drainage facilities may be inspected by the City and/or the District's Engineer to the extent deemed necessary to enable the

City and/or the District's Engineer to certify to the District that such facilities have been constructed in accordance with the approved plans and specifications and Customer shall allow the City and/or the District's Engineer access to the Tract to perform said inspections.

8. If not previously obtained, Customer will obtain approval by the City, or Fort Bend County, Texas, as applicable, of a plat or plats on the Tract which will be duly recorded in the Map Records of Fort Bend County, Texas, prior to the construction of the Improvements on the Tract. A recorded copy of said plat shall be provided to the District's Engineer as evidence of satisfaction of this requirement.

9. No connections to the City's (or the District's) water, sanitary sewer or drainage facilities shall be made or permitted to be made until the District or the City, as applicable, has issued written authorization. Authorization for connections will be issued only after receipt by the District of the District Engineer's approval, evidence of approval by all applicable regulatory authorities having jurisdiction over the project, receipt by the District's Engineer of a recorded plat of the Tract, conveyance to the District of fee simple absolute title to all facilities to be owned and operated by the City in appropriate easements, it being understood and agreed that such facilities will then be conveyed by the District to the City for ownership and operation in accordance with the above described Utility Contract, as amended. In addition, Customer shall be required to dedicate appropriate easements to the District or the City, as applicable, at no cost to the District or the City, which may be required by the District or the City for the installation of water, sanitary sewer and drainage facilities needed to accommodate development of properties located adjacent to the Tract. Additionally, Customer shall pay capital recovery or impact fees, if any, which may be due to the City in connection with service to the Improvements, including, without limitation, as set forth in paragraphs 4 and 5 above.

10. Any deviation from the development plan described above must be submitted to the District for its approval which may result in the Board's reconsideration of this Utility Commitment.

11. Construction of all internal water, sanitary sewer and drainage facilities required to provide service to the Tract shall be at the sole cost and expense of Customer without reimbursement by the District.

12. Customer shall obtain and bear the expense of any permits for construction of the water, sanitary sewer and drainage facilities required to serve the Tract.

13. Customer shall not have the right to assign this Utility Commitment or any right which may accrue hereunder, in whole or in part, without the prior written consent of the District.

14. Customer shall be required to dedicate, at no charge to the District, the appropriate easements and provide for the necessary sizing of all water, sanitary sewer, storm sewer and

drainage ditch facilities to serve the Tract as well as the District's purposes in providing system-wide service to other tracts in accordance with the requirements of regulatory authorities having jurisdiction.

15. Except as otherwise provided in paragraph 18 below, this Utility Commitment shall automatically expire and shall have no further force and effect one (1) year from the date hereof, relative to any capacity not required by the Improvements (or portion thereof) actually completed or under construction at said time; provided, however, that the terms and provisions of paragraph 6 above shall survive any such termination. The District does, however, agree to consider a renewal of this Utility Commitment based upon Customer's proceeding in good faith in the development of the Improvements or additional portions thereof.

16. The District hereby specifically reserves the right at any time after completion of the Improvements on the Tract to reallocate surplus water and sewer capacity not required by such Improvements to other properties within the District.

17. Nothing herein shall be construed as a guarantee of any particular volume or pressure of water supply, it being understood and agreed that the City will use its best efforts to provide water committed hereunder in the same manner as it supplies same to other City customers, but water services and wastewater treatment services may be limited or interrupted for, among other reasons and without limitation, mechanical breakdowns, scheduled maintenance, and repairs. If the City or the District should be prevented, wholly or in part, from providing water and/or wastewater treatment capacity to Customer under the terms set forth herein by reason of any of the foregoing or because of force majeure, including without limitation, acts of God, unavoidable accident, acts of the public enemy, strikes, riots, floods, fires, government restraint or regulations, water supply and/or wastewater treatment plant failure or failure of service lines, power failure, drought, or for any other cause beyond the City's or the District's control, then the obligation of the City or the District to make such capacity available shall be suspended until such cause is remedied. Customer is further hereby advised that the District is subject to the supervision of various local, state and federal authorities and cannot exercise independent control over all activities and actions affecting development of the Tract or the providing of water and/or wastewater treatment capacity. This Utility Commitment is issued subject to the actions and approvals of such authorities as provided by law.

18. This Utility Commitment shall automatically expire and shall have no further force and effect if: (a) Customer becomes delinquent relative to the payment of standby charges the District may now or hereafter have in effect, or (b) Customer becomes delinquent relative to the payment of District taxes, or (c) Customer fails to pay, if and when due, the charges set forth in paragraphs 4 or 5 above.

19. This Utility Commitment is made in anticipation of Customer acquiring legal title to the Tract on or before March 31, 2023. Customer shall provide the District with evidence that said legal title has been acquired by the earlier of (30) days after acquisition of title or April 30,

2022. In the event that legal title of the Tract has not been obtained on or before said date or evidence thereof is not provided to the District as above required, this Utility Commitment shall automatically expire and be void.

20. This Utility Commitment shall not be binding upon the District until: (a) Customer returns one (1) executed original of this Utility Commitment to the District; (b) Customer provides a signed Texas Ethics Commission Form 1295 ("Form 1295") complete with a Texas Ethics Commission certificate number to the District; (c) the Board of Directors approves this Utility Commitment; and (d) the President of the Board of Directors executes same on behalf of the District.

21. Customer shall send the executed original Utility Commitment and Form 1295 to the District at the following address:

Fort Bend County Municipal Utility District No. 94  
c/o Schwartz, Page & Harding, L.L.P.  
1300 Post Oak Boulevard, Suite 2400  
Houston, Texas 77056

*[SIGNATURES COMMENCE ON FOLLOWING PAGE]*

FORT BEND COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 94, OF  
FORT BEND COUNTY, TEXAS

By: \_\_\_\_\_  
President, Board of Directors

HOMES AT TOWN CENTER LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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