

May 31, 2012



✓ Mr. Richard W. Stolleis, P.E.
County Engineer
Fort Bend County Engineering Department
1124 Blume Road
Rosenberg, Texas 77471

Mr. James Patterson
Fort Bend County Commissioner
Precinct 4
12919 Dairy Ashford
Sugar Land, Texas 77478

Re: Final Plat for University Boulevard Phase 3 (LJ Parkway to Riverstone West Boundary)
Variance Request
City of Sugar Land E.T.J. - Fort Bend Co. LID No. 15
CI Job No. 2010-026-02

Dear Mr. Stolleis and Mr. Patterson:

On behalf of Fort Bend County LID No. 15 and Sugar Land Ranch Development, we have submitted a final plat for the above referenced project to the County for approval and recordation at Commissioner's Court. As discussed with and recommended by the previous County Engineer, we are respectfully requesting a variance to the subdivision bonding requirements and construction requirements.

This University Boulevard project consists of a boulevard section of roadway from the intersection of LJ Parkway to the western boundary of the Riverstone development which is a two (2) mile segment. Riverstone has a development agreement with the City of Sugar Land (attached) which provides milestones as to when the road is required to be complete. The first milestone is the completion of two (2) lanes through Riverstone within 60-days of the City's completion of University to the western boundary of Riverstone. That work within Riverstone is nearing completion. The second two lanes must be completed the earlier of development reaching 2,000 residential equivalents or when the road is experiencing 14,600 vehicle trips per day.

The variance we are requesting is in two (2) parts. First is to allow the construction of the half section of boulevard with this phase of development along with the appropriate subdivision bond for half of the roadway. The second is to allow the release of the subdivision bond following the 1-year maintenance period for the roadway once that time period has been reached and the punch list items are addressed. We are bound by the development agreement with the City to construct the other two lanes, but not at this time.

Please feel free to contact me should you require additional information and thank you for your consideration on this matter.

Sincerely,
Costello, Inc.

Chad E. Hablinski, P.E.
Project Manager

Attachments (copy of subdivision bond and development agreement)

W:\2009\2009007\10 Final Plat\variance_letter.doc

of-way until such time as said roads, streets, bridges and drainage in the right-of-way have been approved by the County Engineer and accepted for maintenance by the Commissioners Court of Fort Bend County, Texas (or in the case of subdivisions, streets or roads designated as private in the plat approved by the County Engineer and accepted by the Homeowners Association).

It is further stipulated and understood that the approval of the map or plat of the above named Subdivision(s) is conditioned upon and subject to the strict compliance by the Principal herein with the aforesaid specifications, and that the terms of said specifications, including all deletions, additions, changes or modifications of any kind or character, constitute a contract between the County of Fort Bend and Principal; and it is understood by the Principal that the approval of said map or plat of the above Subdivision(s) was obtained only by the undertaking of the Principal to so comply with the said regulations and specifications within a reasonable time, as set by the Commissioners Court of Fort Bend County, Texas, and that without such undertaking such approval would have not been granted.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal, his, her, their, or its heirs, executors, administrators, successors, assigns, and legal representatives, and each and every one of them to do in all things well and truly observe, perform, fulfill, keep and comply with all and singular the rules, regulations, requirements and specifications above referred to, including any deletions, additions, changes or modifications of any kind or character, in the construction and maintenance of all roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s) and that upon approval of the construction of said roads, streets, bridges and drainage in the right-of-way by the County Engineer, and upon the approval of such maintenance by the County Engineer, and upon acceptance of such roads, streets, bridges and drainage in the right-of-way by the Commissioners Court of Fort Bend County, Texas, then this obligation to be void and of no force and effect.

The Principal and Surety hereon each agree, bind and obligate themselves to pay Robert E. Hebert, County Judge of Fort Bend County, State of Texas, or his successors in office, for the use and benefit of Fort Bend County, all loss or damages to it occasioned by reason of the failure of the Principal to comply strictly with each and every provision contained in the rules, regulations, requirements and specifications above referred to relating to the construction and maintenance of roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s), and further agree, bind and obligate themselves to defend, save and keep harmless the County of Fort Bend from any and all damages, expenses, and claims of every kind and character which the County of Fort Bend may suffer, directly or indirectly, as a result of the Principal's failure to comply with the rules, regulations and specifications relating to the

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

5163943

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

WEST AMERICAN INSURANCE COMPANY
INDIANAPOLIS, INDIANA
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That West American Insurance Company (the "Company"), an Indianapolis stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint LARRY H. SENKEL, JACQUELINE KIRK, THERESA GILDART, MARK HILLIARD, CINDY PETERS, JUDY M. DOLD, ALL OF THE CITY OF HOUSTON, STATE OF TEXAS.....

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWENTY FIVE MILLION AND 00/100 *****DOLLARS (\$ 25,000,000.00 ***** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact: Pursuant to Article IV, Section 12 of the By-Laws, David M. Carey, Assistant Secretary of West American Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of West American Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 10th day of February 2012



WEST AMERICAN INSURANCE COMPANY

By *David M. Carey*
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 10th day of February, 2012, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of West American Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of West American Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By *Teresa Pastella*
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of West American Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-Laws of West American Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of West American Insurance Company at a meeting duly called and held on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 25th day of April, 2012



By *Gregory W. Davenport*
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

IMPORTANT NOTICE

**TO OBTAIN INFORMATION OR MAKE A COMPLAINT:
YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE
TO OBTAIN INFORMATION ON COMPANIES, COVERAGES,
RIGHTS OR COMPLAINTS AT:**

1-800-252-3439

YOU MAY WRITE THE TEXAS DEPARTMENT OF INSURANCE:

**P. O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX #(512) 475-1771**

PREMIUM OR CLAIM DISPUTES:

**SHOULD YOU HAVE A DISPUTE CONCERNING YOUR PREMIUM
OR ABOUT A CLAIM, YOU SHOULD CONTACT THE AGENT OR
COMPANY FIRST. IF THE DISPUTE IS NOT RESOLVED, YOU MAY
CONTACT THE TEXAS DEPARTMENT OF INSURANCE.**

ATTACH THIS NOTICE TO YOUR POLICY

**THIS NOTICE IS FOR INFORMATION ONLY AND DOES NOT BECOME
A PART OR CONDITION OF THE ATTACHED DOCUMENT.**

**AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF SUGAR LAND, TEXAS,
AND
HILLSBORO ESTATES, L.L.C. AND
SUGAR LAND RANCH DEVELOPMENT, L.L.C.**

(UNIVERSITY BOULEVARD)

This Amendment No. 1 to the Development Agreement By and Between the City of Sugar Land, Texas and Hillsboro Estates, L.L.C. and Sugar Land Ranch Development, L.L.C. (Amendment No. 1) is made and entered into by and between:

- (1) City of Sugar Land, Texas (the "City"), a municipal corporation in Fort Bend County, Texas,
- (2) Hillsboro Estates, L.L.C., a Texas limited liability company,
- (3) Sugar Land Ranch Development, L.L.C., a Texas limited liability company,
- (4) Sugar Land Ranch Development II Corp., a Texas corporation, and
- (5) Fort Bend County Levee Improvement District No. 15 (the "District"), a political subdivision of the State of Texas.

(Collectively, Hillsboro Estates, L.L.C., Sugar Land Ranch Development, L.L.C., and Sugar Land Ranch Development II Corp. are referred to as the Developers)

RECITALS:

WHEREAS, the City and Sugar Land Ranch Development, L.L.C. and Hillsboro Estates, L.L.C. (the Original Developers) entered into that certain Development Agreement By and Between the City of Sugar Land, Texas and Hillsboro Estates, L.L.C. and Sugar Land Ranch Development, L.L.C. (the Development Agreement) effective February 18, 2003, related to the development of the Property (as defined in the Development Agreement) within the City's extraterritorial jurisdiction, commonly referred to as Riverstone or the Riverstone Development; and

WHEREAS, on July 28, 2006 Sugar Land Ranch Development, L.L.C. conveyed 10.4214 acres of the Property to Sugar Land Ranch Development II Corp. as shown in the special warranty deed recorded at Clerk's File No. 2006092798 in the official public records of Fort Bend County, Texas (SLR Deed); and

WHEREAS, on July 28, 2006 Hillsboro Estates, L.L.C. conveyed 597.7707 acres of the Property to Sugar Land Ranch Development II Corp. as shown in the special warranty deed recorded at Clerk's File No. 2006092799 in the official public records of Fort Bend County, Texas (Hillsboro Deed); and

WHEREAS, on January 22, 2009, dated to be effective July 28, 2006, Sugar Land Ranch Development, L.L.C. and Hillsboro Estates, L.L.C. assigned the Development Agreement to Sugar Land Ranch Development II Corp. as to the real property covered by the SLR Deed and the Hillsboro Deed, a

copy of which is recorded at Clerk's File No. 2009008616 in the official public records of Fort Bend County, Texas; and

WHEREAS, Section 9.04 of the Development Agreement requires prior written notice to the City Council of any assignment of rights under the Development Agreement; and

WHEREAS, the Development Agreement provides for certain rights and obligations pertaining to the construction of University Boulevard; and

WHEREAS, Fort Bend County has agreed to fund a portion of the construction of University Boulevard from U.S. Highway 59 to the Property; and

WHEREAS, the District was created for the purpose, among other things, of designing, constructing and financing major thoroughfares within the boundaries of the District; and

WHEREAS, University Boulevard is planned as an arterial major thoroughfare from Highway 6 at Murphy Road to U.S. Highway 90A, which will act as a Highway 6 bypass and serve as the primary access to and from Riverstone; and

WHEREAS, Section 3.09 of the Development Agreement provided for the phased construction of a portion of University Boulevard; and

WHEREAS, the City and the Developers desire to amend the Development Agreement with respect to the construction of a portion of University Boulevard; and

WHEREAS, the District is entering into this Amendment No. 1 for the purposes and obligations stated herein;

NOW THEREFORE, in consideration of the additional benefits to accrue to each party, the City, the Developers, and the District agree as follows:

AGREEMENT:

Section 1. Section 3.09 of the Development Agreement is amended to read as follows:

Section 3.09. Construction of University Boulevard.

- (a) University Boulevard is planned as an Arterial Major Thoroughfare from Highway 6 at Murphy Road to U.S. Highway 59 at the TxDOT property, which will act as a Highway 6 bypass. University Boulevard will also serve as the primary access to and from Riverstone.
- (b) The construction of University Boulevard at one time is not financially feasible nor is it necessary to accommodate development on the Property during the initial stages of development. Consequently, the parties agree that University Boulevard should be constructed in multiple segments and phases.
- (c) The Developers have conducted and the City has reviewed a traffic impact analysis on the effect of traffic from Riverstone on City streets. Based on that study, the

Developers will make certain traffic improvements to existing streets and limit the number of lots developed in the Property to coincide with construction of University Boulevard.

- (d) The City and Sugar Land Ranch Development, L.L.C. previously executed a Letter of Understanding dated April 20, 1999 pertaining to the construction of University Boulevard. The Development Agreement and this Amendment No. 1 supersede the Letter of Understanding.
- (e) The Developers will pay a Mobility Transportation Fee to the City in the amount of \$1,750 per lot for each lot within a subdivision plat recorded for the Property. Payment of Mobility Transportation Fees will be due when a plat is recorded for the Property. It is estimated that a minimum of 3,800 residential lots will be developed on the Property. The Mobility Transportation Fee will remain fixed throughout the completion of development in the Property and will be used solely to finance the construction of the City Segment.
- (f) The parties acknowledge that the Developers intend to develop a portion of the Property as a commercial/mixed-use district. The Developers will apply for Planned Unit Development District approval for areas in the General Plan having classifications that are inconsistent with current or then existing City criteria. Such application will include a traffic impact analysis. If that traffic impact analysis requires the construction of additional improvements to University Boulevard or Palm Royale Boulevard, the Developers will construct or cause to be constructed the required improvements. Any of the requirements imposed on such development will be based on a reasonable analysis that indicates that the requirement is attributable to the need created by the development. This requirement will not be interpreted or applied to require the development to alleviate traffic deficiencies that existed prior to, or are not reasonably attributable to, the development.
- (g) The construction of University Boulevard will be divided into the following two segments as illustrated on **Exhibit A-1**:
 - 1. "City Segment"- four lanes extending from Commonwealth Boulevard to the western property line of the District's levee right-of-way.
 - 2. "Riverstone Segment"- four lanes extending from the western property line of the District's levee right-of-way thru Riverstone to the then current terminus of University Boulevard within Riverstone, two lanes of which will be constructed in the Initial Phase of the Riverstone Segment and two lanes of which will be constructed in the Final Phase of the Riverstone Segment.
- (h) The City will use its best efforts to design, finance and complete construction of the City Segment by June 30, 2012. If the City does not begin construction of the City Segment by June 30, 2012, the Developers and the District may construct the City Segment. The Developers must comply with the bid procedures in the Development Agreement. The Developers may award the construction contract for the City Segment to any contractor submitting a bid, but the City will be liable for and shall be obligated to pay Developers under the Development Agreement only the lesser of the

following: (1) the amount of the lowest responsible bid received by the Developers, as determined by the City; or (2) the actual amount of the contract awarded by the Developers.

- (i) The Developers and the District, jointly and severally, will design, finance and construct the first two lanes of the Riverstone Segment as shown in the attached Exhibit B-1 (the Initial Phase of the Riverstone Segment). As part of the Initial Phase of the Riverstone Segment, the Developers and District will construct appropriate storm sewer trunk facilities for a 6-lane roadway. The Developers and the District will use their best efforts to cause the completion of the Initial Phase of the Riverstone Segment within 60 days of the completion of the City Segment. Until the Initial Phase of the Riverstone Segment is completed, however, the Developers will not seek approval of any plat that would result in the platting of more than 812 residential lots for the Panhandle and Riverstone East portions of the Property as described in the TIA phasing plan.

The City will pay the construction upsizing costs to accommodate drainage for two additional lanes of traffic (over and above the four lanes that are the Developers' and District's responsibility) necessary for the ultimate 6-lane roadway. The Developers may seek reimbursement from the District for funds advanced for the Initial Phase of the Riverstone Segment to the extent allowed by law.

- (j) The Developers and the District, jointly and severally, will design, finance and construct the second two lanes of the Riverstone Segment (the Final Phase of the Riverstone Segment). The Developers and the District will begin constructing the Final Phase of the Riverstone Segment within 60 days of the *earlier* to occur of the following:
 - (1) The first date that the number of recorded platted lots within the Property meets or exceeds traffic generation of the equivalent of 2,000 residential units as measured by the table shown in Exhibit K, which is attached and incorporated by reference, and that the number of vehicle trips per day on University Boulevard meets or exceeds 14,600 vehicle trips per day as measured by vehicle counts conducted by the Developers or District at times and locations designed by the City; or
 - (2) The first date to occur after the third anniversary of the completion date of the City Segment that the number of recorded platted lots within the Property meets or exceeds traffic generation of the equivalent of 2,000 residential units as measured by the table shown in Exhibit K, which is attached and incorporated by reference.

- (k) To reduce delays and maintain acceptable safety and service measures in the Initial Phase of the Riverstone Segment, the Developers and District agree to construct additional turn lanes to meet the level of service required by the City's Development Code.
- (l) The City reserves the right, in its sole discretion, to construct the Final Phase of the Riverstone Segment prior to the time the Developers and the District are obligated to do so under subsection (j) above. If the City exercises this right, the Developers and the District will reimburse the City for the City's actual costs to construct the Final Phase of the Riverstone Segment. Payment under this paragraph will be due within 90 days of the date the Developers were required to start construction of the Final Phase of the Riverstone Segment under paragraph (j) above.
- (m) In order to fund its obligations under this Development Agreement, the District agrees it will use its best efforts to issue its bonds in the amount necessary to fund the Initial Phase of the Riverstone Segment in calendar year 2011 or such earlier time as may be necessary to design and construct the Initial Phase of the Riverstone Segment as required herein.
- (n) The City agrees that the Developers may finance their portion of the costs of University Boulevard and other arterial roadways through a road utility district or any other special district which has or may hereafter acquire road utility district powers, including Fort Bend County LID No. 15, provided the City is not required by law to assume the debt of such district upon annexation of any portion of the Property. The City will take all appropriate action to consent to the creation of such a district over the Property or the adoption by Fort Bend County LID No. 15 of road utility district powers.
- (o) The City intends that University Boulevard will ultimately be a 6-lane facility. The Developers will dedicate a minimum 120 feet of road right-of-way within the Property and 140 feet from Palm Royale to Oilfield Road/Lake Olympia Boulevard. The Developers will use their best efforts to obtain road-crossing easements from Fort Bend County LID No. 15 sufficient for a 6-lane facility.
- (p) University Boulevard will be expanded to six lanes in accordance with the City's funding of any future capital improvement plan providing for the expansion. If the City determines, based on a traffic impact analysis as required by city ordinance, that the Riverstone Development creates the need for the expansion to six lanes because the amount of residential or commercial development exceeds that specified in this Development Agreement, the Developers will be required to participate in the expansion as provided for in the city's ordinances.
- (q) The City and Developers understand that both parties have a common goal to work out a future agreement for the placement of a conduit bank for telecommunications lines in University Boulevard if possible.
- (r) The Developers will construct noise mitigation barriers along the Riverstone Segment within the Property in accordance with the City's Development Code, as it exists on the Effective Date.

(s) The 50-foot median of University Boulevard shall not have any hardwood trees placed within 18 feet of the edge of pavement measured from the trunk.

(t) The Developers and the City agree that University Boulevard should be designed to promote mobility and safety. The Developers have requested that the City extend the schedule for construction of the Riverstone Segment. In order to preserve mobility and promote safety, the Developers will comply with the University Blvd. access limitations shown in Exhibit L, which is attached and incorporated by reference. The Developers will utilize all available methods to ensure that the development is compatible with the access limitations in Exhibit L, including the use of consolidated and shared access drives and easements.

Section 2. Notices under Section 10.01(a) of the Development Agreement for the Developers and the District as are follows:

If to the City: City of Sugar Land
 City Manager
 2700 Town Center Blvd. North
 Sugar Land, Texas 77479

If to the District: Fort Bend Levee Improvement District No. 15

c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Richard L. Muller, Jr.
rmuller@abhr.com
Tel: (713) 860-6415
Fax: (713) 860-6615

With a copy to:
Costello, Inc.
9990 Richmond Ave.
Suite 450, North Building
Houston, TX 77042
Attn: Chad Hablinski
chablinski@costello.com
Tel: (713) 783-7788
Fax: (713) 783-3580

If to the Developers: Sugar Land Ranch Development, L.L.C.
 Hillsboro Estates, L.L.C.
 Sugar Land Ranch Development II Corp.
 c/o The Johnson Development Corp.
 5005 Riverway Drive, Suite 500, Houston, Texas 77056
 713-960-9977 (main), 713-960-9978 (fax)
 Attn: Chad Johnson

Section 3. This Amendment No. 1 satisfies the Developers' obligation under Section 9.04 of the Development Agreement to provide the City Council with written notice of the:

- (1) Sale of part of the Property as described in the SLR Deed and the Hillsboro Deed; and
- (2) The assignment of the Development Agreement to Sugar Land Ranch Development II Corp. as to the real property covered by the SLR Deed and the Hillsboro Deed, which is recorded at Clerk's File No. 2009008616 in the official public records of Fort Bend County, Texas.

Section 4. This Amendment No. 1 is for the sole and exclusive benefit of Developers, District and the City and does not confer any benefit or right upon any other person.

Section 5. This Amendment No. 1 and any of the rights obtained hereunder may not be assigned by the Developers or the District without the written consent of the City.

Section 6. Each party represents that execution and delivery of this Amendment No. 1 by it has been duly authorized by its governing body or other persons from whom such party is legally bound to obtain authorization.

IN WITNESS WHEREOF, the City, the District and the Developers have executed this Amendment No. 1 in multiple counterparts, each of which shall be deemed to be an original, as of the latest of the dates executed by all parties.

FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 15

Dana Leared Koy
President, Board of Directors

ATTEST:

Date of Signature: 4/22/09

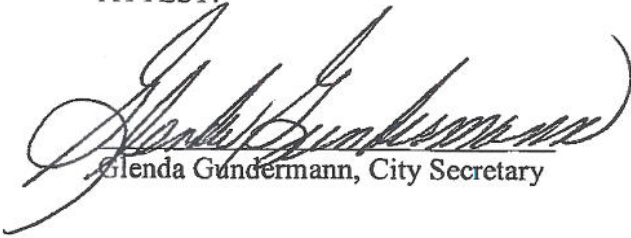
Frank A. Yancy
Secretary, Board of Directors




(SEAL)

ATTEST:

CITY OF SUGAR LAND, TEXAS


Glenda Gundermann, City Secretary

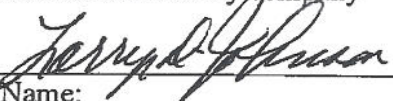
By: 
Name: Allen Bogard
Title: City Manager
Date of Signature: ~~2009~~ 7-29-09

(SEAL)

Reviewed for Legal Compliance:

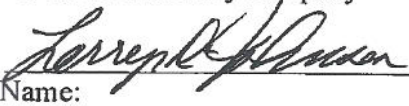
By: _____

HILLSBORO ESTATES, L.L.C.,
a Texas limited liability company

By: 
Name: _____
Title: _____

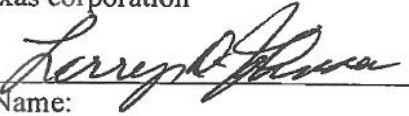
Date of Signature: June 24, 2009

SUGAR LAND RANCH DEVELOPMENT, L.L.C.,
a Texas limited liability company

By: 
Name: _____
Title: _____

Date of Signature: June 24, 2009

SUGAR LAND RANCH DEVELOPMENT II CORP.,
a Texas corporation

By: 
Name: _____
Title: _____

Date of Signature: June 24, 2009

Exhibit K

Assumptions for daily trip generation by land use

<u>Land Use</u>	<u>Land Use Unit</u>	<u>Trips per unit per day</u>
Single Family Residential	Dwelling units	9.60
Multi-Family Residential	Dwelling units	9.60
Townhome	Dwelling units	5.86
Commercial	thousand square feet gross leasable area	42.94
Elementary Schools	each	100.00
Middle School	each	175.00
Day Care	each	150.00
Office	thousand square feet gross leasable area	11.01

Exhibit L

