

STATE OF TEXAS

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COUNTY OF FORT BEND

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**DEVELOPMENT AGREEMENT**

(Westgate Subdivision)

This Development Agreement is entered into by and between FORT BEND COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter called "County," and LGI HOMES – TEXAS, LLC, a Texas limited liability company, hereinafter referred to as "Developer", (County and Developer hereinafter collectively referred to as "Parties".)

WHEREAS, Developer owns that certain real property consisting of 314.15 acres, more or less, situated along and adjacent to Boone Road and Meyer Road, located in the Section 19, H&T.C. R.R. CO. Survey, Abstract No. 215, Fort Bend County, Texas, said property being more fully described in deeds recorded under Clerk's File No's. 2021204364, 2021208401, and 2021208444 of the Official Public Records of Fort Bend County, Texas (hereinafter the "Developer's Property"); and

WHEREAS, Developer is planning a residential development to be constructed in multiple sections and/or phases located on Developer's Property which community is to be named Westgate (the "Subdivision") and

WHEREAS, Developer intends to construct certain roadways within and/or adjacent to the Subdivision that will be dedicated to the public by Plat; and

WHEREAS, Developer desires to build and establish certain improvements in various rights-of-way such as monument signs, landscaping, masonry entrances and other above-surface and below-surface structures to be wholly or partially contained in various rights-of-way platted or to be platted as part of the Subdivision, (such improvements and structures hereinafter referred to as "Improvement(s)") or to use non-standard materials such as pavers as part of streets (hereinafter referred to as "Materials"); and

WHEREAS, Developer desires to incorporate the roadways within and adjacent to the Subdivision and the Improvements and the Materials in the construction of the streets and roadways of one or more sections or phases of the Subdivision in a cohesive manner and as part of an overall plan of design and development of the Subdivision; and

WHEREAS, Developer and County anticipate that the streets and roadways that are the subject of this Agreement will be accepted into the County Road Maintenance System (hereinafter "County Road Maintenance System") upon compliance with the County standards and procedures; and

WHEREAS, in connection with the development of the Subdivision, the Parties have determined that, as a matter of public safety and convenience, it is in the public interest to require the funding and dedication of certain rights-of-way; and

WHEREAS, Developer and County desire to memorialize the terms by which Developer will dedicate and construct certain rights-of-way and install and maintain Improvements and Materials, and to establish the terms and conditions by which County will accept certain rights-of-way into the County Road Maintenance System.

NOW, THEREFORE, County and Developer, in consideration of the mutual covenants and agreements contained herein, do mutually agree as follows:

1. **General Scope and Purpose of Agreement.** This Agreement sets forth the terms and conditions pursuant to which Developer will fund, dedicate, design, and/or construct certain rights-of-way and detention in and adjacent to the Subdivision; construct and maintain the Improvements and Materials; and implement certain design and construction standards within the Subdivision. This Agreement also sets forth the terms and conditions pursuant to which County will accept the roads in and surrounding the Subdivision into the County Road Maintenance System.
2. **Dedication and Construction of Rights-of-Way.**
  - (a) Developer shall dedicate land sufficient for public right-of-way purposes within the Subdivision by plat in accordance with the Fort Bend County Regulations of Subdivisions (the "Subdivision Regulations"). Plats adjacent to Thuesen Road shall include the dedication of right of way measuring thirty-five feet (35') in width extending along the full length of the southern boundary of the Developer's Property.
  - (b) Developer shall construct all internal roadways to serve the Subdivision in accordance with the Subdivision Regulations and as further provided by Exhibit "A" attached hereto and incorporated by reference herein.
  - (c) Construction of Meyer Road, Boone Road, and Thuesen Road shall be done pursuant to the following:
    - (1) Meyer Road:
      - i. Developer shall initially construct westbound left-turn lanes into Driveway 1 and Driveway 2 as shown on Exhibit "C", both with a minimum of 305 length prior to the County's approval of the subdivision plat that includes the 450<sup>th</sup> lot within Developer's

Property.

- ii. Fort Bend County Municipal Utility District No. 261 ("MUD 261") shall commence financing and the construction of the remaining improvements to Meyer Road to create a half-boulevard from the proceeds of road bonds within one year after receipt of a Construction Completion letter for the final section of the Developer's Property, with the Developer reserving the right, without obligation, to construct such prior to MUD 261.

(2) Boone Road:

- i. Developer shall construct a southbound left-turn lane with a minimum of 305 feet in length at Driveway 3 as shown on Exhibit "C" after the County's approval of the subdivision plat that includes the 500<sup>th</sup> lot within Developer's Property.
- ii. MUD 261 shall commence financing and the construction of the remaining improvements to Boone Road to create a half-boulevard from the proceeds of road bonds within one year after receipt of a Construction Completion letter for the final section of the Developer's Property, with the Developer reserving the right, without obligation, to construct such prior to MUD 261.

- (3) Thuesen Road: MUD 261 shall contribute \$495,450 to the County for its construction of Thuesen Road from the proceeds of road bonds within one year after receipt of a Construction Completion letter for the final section of the Developer's Property. Developer and MUD shall have no obligation to construct Thuesen Road other than the financial payment described above.

- (d) The construction of the Subdivision shall be phased in such a manner to ensure effective traffic safety and management.
- (e) Notwithstanding the foregoing, nothing contained in this Agreement shall be construed to require County to make improvements to Meyer Road, Boone Road, and/or Thuesen Road. County, in its sole discretion, shall determine if and when such improvements to the above-referenced roads shall be constructed in accordance with generally accepted engineering principles.
- (f) Developer shall be responsible for performing the construction of Meyer Road and Boone Road as stated in subsections (c)(1)(ii) and (c)(2)(ii) respectively and making the payment to the County pursuant to subsection (c)(3) if MUD 261 fails to execute a partial assignment of this Agreement approving and accepting such obligations within six (6) months of MUD 261 holding its confirmation election.

3. **Plat and Design Criteria.** Developer may incorporate the design criteria described in Exhibit "A" for the development of the Subdivision until its completion. The County and the Developer expressly agree all approvals of construction plans, drainage plans, and subdivision plats submitted by Developer for the Subdivision shall be reviewed for conformity and compliance with the design criteria as established by this Agreement.
4. **Improvements and Materials.**
  - (a) Developer is solely responsible for the installation and maintenance of the Improvements and Materials. After completion of the installation of the Improvements and/or Materials and notwithstanding County's acceptance of the street, road and/or rights-of-way into the County Road Maintenance System, Developer shall remain solely responsible for the maintenance of the Improvements and, if applicable, the replacement of the Materials. Developer warrants, covenants and agrees that County shall have no responsibility for the maintenance or repair of the Improvements or the maintenance or repair of the Materials.
  - (b) After acceptance into the County Road Maintenance System, if the same occurs, and in the event County may find it necessary to make roadway improvements within the right-of-way occupied by any Improvement or in which any Materials are installed, Developer shall be solely responsible for the cost of removal of any such Improvements and/or the additional cost of repair required by the installation of the Materials instead of the County's standard required materials.
  - (c) After acceptance into the County Road Maintenance System, if the same occurs, and should County, based upon generally accepted traffic engineering principals, determine that any of the Improvements (or parts thereof), proposed or existing, within the right-of-way constitutes an unusual threat to public road traffic and/or any Materials installed within the right-of-way constitutes an unusual threat to public road traffic, then Developer shall immediately, and at Developer's sole cost and expense, remove the respective Improvements (or part(s) thereof) and/or Materials from the County road right-of-way within the time prescribed by County. Additionally, County shall have the right to make any repairs necessary to the right-of-way to ensure the safety of vehicular and pedestrian traffic.
5. **Conveyance and Acceptance of Rights-of-Way.**
  - (a) Upon acceptance of roadways into the County maintenance system or final payment by Developer in accordance with Section 2(a) above, Developer shall convey and grant unencumbered and marketable title to said road in fee simple to County. Title to the road shall be free and clear of any monetary liens and conveyed to County by donation deed in the form provided by County.

- (b) Notwithstanding anything to the contrary provided in this Agreement, Developer understands and agrees that County's acceptance of any rights-of-way into the County Road Maintenance System and acceptance of the conveyance of fee simple title to the same will result in County maintaining roads and ditches only. Developer further understands and agrees that the repair and maintenance of any storm sewer systems, detention ponds, sidewalks, utilities, or any Improvements and/or Materials constructed within said rights-of-way under this Agreement shall remain the responsibility of Developer (even after said rights-of-way are conveyed or accepted by County) until such obligation is assumed by a Special District or Property Owner's Association.
6. **Bonds/Letter of Credit.** Prior to the commencement of any construction under this Agreement, Developer shall procure or cause to be procured either a bond with surety or a bond secured by letter of credit as outlined in the amount established by the County Engineer and approved by the Fort Bend County Commissioners Court. The bond with surety or bond with letter of credit, as applicable, shall be reduced by one-half upon the County's acceptance of any rights-of-way into the one-year maintenance period and will be released in accordance with the Subdivision Regulations regardless of whether such rights-of-way are part of platted subdivision or not.
7. **Time.** Time is of the essence in all things pertaining to the performance of this Agreement. Developer agrees to construct all rights-of-way in accordance with the Subdivision Regulations and the terms of this Agreement. Any failure to complete the construction of the rights-of-way in a timely fashion and/or in accordance with the Subdivision Regulations may result in a claim against the bond with surety or bond secured by letter of credit. County will attempt to provide reasonable notice to Developer of its intent to raise such a claim prior to seeking the same.
8. **Assignment.** Developer's rights and obligations created under this Agreement may be transferred, assigned and delegated to one or more property owners associations for the Subdivision or a special district organized under the laws of the State of Texas only with County's written consent, which consent will not be unreasonably withheld, conditioned, or delayed. Upon assignment to any such property owners association and/or special district, the assignee shall become fully responsible for all obligations of Developer under this Agreement. Developer binds itself and its successors, and assigns to this Agreement with respect to all covenants, terms and conditions of this Agreement.
9. **Applicability.** The terms of this Agreement will control and be deemed to apply to any roads in the Subdivision to the extent that Developer has previously installed Improvements or Materials within the rights-of-way of any road or roads that have been accepted by County. By its execution of this Agreement, Developer agrees to such

conditions and acknowledges that County would not have entered into this Agreement unless the terms hereof apply to all roads and rights-of-way within the Subdivision.

10. **Developer Assurances.** Developer warrants, covenants, and agrees that all streets and roads will be constructed in accordance with the then current County standards, as modified and agreed to herein. Developer warrants that all Materials will be of equal or greater strength and suitability as the then current standards for County roads contained in County's standard requirements.
11. **Indemnity.** TO THE EXTENT ALLOWED BY LAW, DEVELOPER SHALL INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL CLAIMS, SUITS, OR CAUSES OF ACTION, WHETHER FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING OUT OF OR RELATED TO ANY ACTION OR FAILURE TO ACT BY DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS, OR ASSIGNS WITH RESPECT TO THE DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE IMPROVEMENTS AND MATERIALS. DEVELOPER FURTHER AGREES TO PROCURE AND MAINTAIN LIABILITY INSURANCE WITH COVERAGE FOR PERSONAL INJURIES AND PROPERTY DAMAGE WITH LIMITS OF LIABILITY OF NOT LESS THAN ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) COVERING THE IMPROVEMENTS AND MATERIALS AND TO FURNISH A CERTIFICATE OF INSURANCE FOR THE SAME SHOWING FORT BEND COUNTY AS AN ADDITIONAL INSURED.

DEVELOPER SHALL ADDITIONALLY INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL COSTS OF REPAIR AND/OR REPLACEMENT OF ANY STREET, ROAD, BRIDGE, DRAINAGE STRUCTURE OR OTHER PORTION OF ANY RIGHT-OF-WAY DAMAGED BY THE FAILURE, REPAIR, OR REPLACEMENT OF ANY IMPROVEMENT(S) OR MATERIALS WHETHER OR NOT THE DAMAGE TO THE STREET, ROAD, BRIDGE, DRAINAGE STRUCTURE OR OTHER PORTION OF SAID RIGHT-OF-WAY OCCURS BEFORE OR AFTER ACCEPTANCE OF THE STREET OR ROAD INTO THE COUNTY ROAD MAINTENANCE SYSTEM.

12. **Developer's Acknowledgement and Release.** DEVELOPER ACKNOWLEDGES AND AGREES THAT THE CONTRIBUTION(S) MADE BY DEVELOPER TO COUNTY, IN WHOLE OR IN PART, DOES NOT CONSTITUTE A: (1) TAKINGS UNDER THE U.S. OR TEXAS CONSTITUTIONS; (2) VIOLATION OF THE TEXAS TRANSPORTATION CODE, AS AMENDED; (3) NUISANCE; AND/OR (4) CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST COUNTY FOR A VIOLATION OF THE U.S OR TEXAS CONSTITUTIONS OR ANY FEDERAL, STATE, OR LOCAL STATUTES AND REGULATIONS. DEVELOPER HEREBY RELEASES COUNTY FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS ARISING OUT OF OR RELATED TO THIS AGREEMENT. DEVELOPER HEREBY WAIVES ANY CLAIMS FOR DAMAGES AND/OR REIMBURSEMENT AGAINST

**COUNTY FOR A VIOLATION OF THE U.S. AND TEXAS CONSTITUTIONS OR ANY FEDERAL, STATE, OR LOCAL STATUTES AND REGULATIONS. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT, HOWEVER CAUSED.**

13. **Maintenance by Fort Bend County Drainage District.** Nothing contained in this Agreement shall be construed to limit the authority of the Fort Bend County Drainage District to maintain any drainage related improvements including channels and hydraulic drainage functions to drainage channels within the Subdivision. Any maintenance of such drainage improvements shall be subject to the Drainage District's acceptance of such improvements, at its sole discretion, and the same shall be maintained by the Drainage District upon written agreement between County, District, and Developer.
14. **Plat Approval.** All approvals of subdivision plat(s) that are the subject of this Agreement shall be conditioned upon Developer's conformity and compliance with the Subdivision Regulations and the criteria established by this Agreement. Furthermore, County's approval of any such plat(s) shall be in accordance with the procedures established by the Subdivision Regulations.
15. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be properly addressed and sent via personal delivery, US first class postage prepaid, registered or certified mail, return receipt requested, Federal Express, Express Mail, or other overnight delivery service as follows:

If to County:                      Fort Bend County Engineering  
   Attn: County Engineer  
   301 Jackson St., 4<sup>th</sup> Floor  
   Richmond, Texas 77469

And

Fort Bend County, Texas  
Attn: County Judge  
401 Jackson St, 1st Floor  
Richmond, Texas 77469

If to Developer:                      LGI Homes – Texas, LLC  
   Attn: Shannon "Chuck" Birt  
   1450 Lake Robbins Dr, Suite 430  
   The Woodlands, Texas 77380

Within five (5) business days of the Effective Date of this Agreement, each Party to this Agreement shall designate in writing to the other Party one person and one alternate person to be that Party's designated spokesperson for communications between the Parties.

16. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Texas and exclusive venue of any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
17. **Force Majeure.**
- (a) Notwithstanding anything to the contrary contained herein, neither Party shall be liable to the other for any delay or inability to carry out its obligations under this Agreement if such delay or inability is the result of a Force Majeure Event. Within a reasonable time after the occurrence of such event, the Party whose obligations are affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.
  - (b) For purposes of this Agreement, a Force Majeure Event includes, but is not limited to: strikes or other labor disputes, severe weather disruptions, natural disasters, fire or other acts of God; riots, war, or other emergencies; failure of any governmental agency to act in a timely manner; the discovery of any hazardous substance or differing and unforeseeable site conditions; and any other incapacities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.
18. **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is deemed void or invalid by a court of competent jurisdiction, such provision shall be deemed severable from the remainder of the Agreement, which shall remain in full force and effect.
19. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Unless specifically provided in this Agreement, any change to the terms of this Agreement or any attached Exhibits shall be in writing and signed by each Party. **IT IS ACKNOWLEDGED BY DEVELOPER THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS THERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**
20. **Understanding Fair Construction.** By execution of this Agreement, the Parties



acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.

21. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
22. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
23. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
24. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Developer hereby verifies that Developer and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
  - (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
  - (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Developer does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
  - (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Developer does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the

term of such contracts. "Boycott energy company" has the meaning provided in §809.001 of the Texas Government Code.

- (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
25. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, DEVELOPER ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
26. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
27. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
28. **Multiple Counterparts.** This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument.
29. **Effective Date.** The Effective Date of this Agreement shall be the date signed by the last Party hereto.
30. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

**{Execution Pages Follow}**

SIGNED and AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

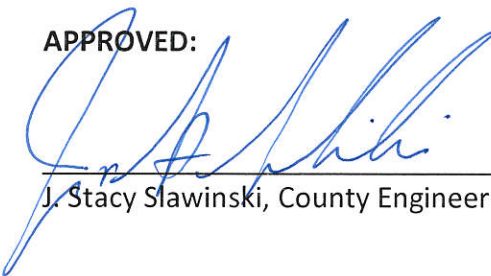
**FORT BEND COUNTY, TEXAS**

\_\_\_\_\_  
KP George,  
County Judge

**ATTEST:**

\_\_\_\_\_  
Laura Richard, County Clerk

**APPROVED:**

  
\_\_\_\_\_  
J. Stacy Slawinski, County Engineer

**DEVELOPER:**

LGI HOMES – TEXAS, LLC  
a Texas limited liability company

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

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

Title: Authorized Agent

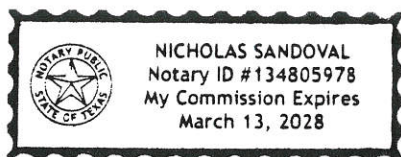
**Acknowledgment**

STATE OF TEXAS                   §

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COUNTY OF Montgomery §

This Instrument was acknowledged before me, the undersigned notary, on this 5 day of August, 2024, by Patrick A. Vedra, Authorized Agent of LGI Homes – Texas, LLC, a Texas limited liability company, on behalf of said limited liability company.



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NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

# EXHIBIT A

## Design Criteria

- I. Developer may incorporate the following design criteria for the Courtyard Villas section of Westgate.
  - A. Any private roads serving courtyards may terminate without a cul-de-sac;
  - B. Private roads may be inverted crowned, 20' concrete drives without curb;
  - C. Easements and setback lines
    1. Twenty-two foot (22') Private Access Easements (P.A.E.);
    2. Twenty-two foot (22') Public Utility Easements (P.U.E.);
    3. Ten-foot (10') rear Utility Easements (U.E.);
    4. Allow front setbacks along public rights-of-way internal to the section be ten-feet (10');
  - D. Minimum lot sizes of 2,000 square feet;
  - E. Area and building standards;

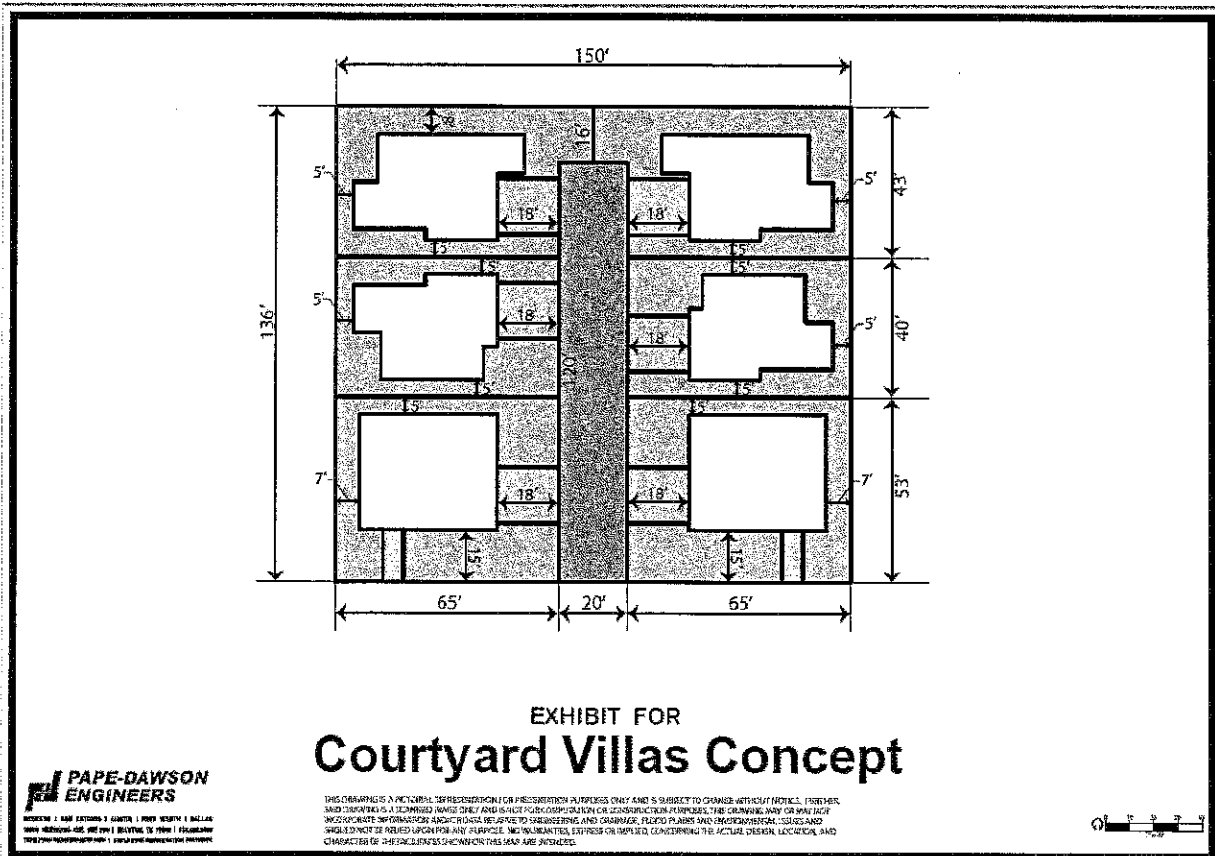
Table 1:

Lot Type	Street-Front	Alley-Front
Typical Lot Size	65x50	40x65
Lot Size ( <i>Minimum</i> )		
Lot Area (Sq. Ft.)	2,000	2,000
Lot Width (feet)	40	40
Lot Depth (feet)	40	40
Maximum Number of Stories	2	2
Minimum Dwelling Size (Sq. Ft.)	1,000	1,000
Garage Orientation	May enter from the street at front or alley at the side	Enter from the alley
Setback Requirements		
Minimum Front Yard (ft)	15 (10 if side loaded garage)	5
Minimum Side Yard – Interior Lot (ft)	5	5
Minimum Side Yard - Corner Lot (ft)	10	N/A
Minimum Rear Yard (ft)	5	5
Maximum Lot Coverage	80%	80%
Maximum Building Height	35	35

F. Development Standards;

1. The shared driveway serving a Courtyard Villa Cluster shall have a minimum width of 20' and may be platted as an alley or alternatively platted as a common-area lot designated on the plat with an "X" and maintained by the Homeowners' Association. In either case, a public access easement shall be recorded over each shared driveway.
2. Street-Front Lots are those lots platted with the front facade facing a residential street. Front Yard shall be measured on the street side.
3. Alley-Front Lots are those lots platted with the front facade facing a shared driveway. Front Yard shall be measured on the alley side.
4. Lot width shall be measured at the front building setback line. No minimum width at street required.
5. Side Yard shall be measured from the foundation to the lot line. Eaves, bay windows, overhangs and other appurtenances may extend 18 inches into the required Side Yard.
6. Courtyard Villas Garage Orientation: Alley-Front lots shall enter from alley. Street-Front lots may enter from street or alley.
7. Courtyard Villas lots shall be exempt from any off-street parking requirements otherwise required by the Code of Ordinances, however, each lot shall include a minimum of two off street parking spaces. Enclosed garage spaces may satisfy this requirement.
8. The number and location of lots may deviate from the Concept Plan below, so long as the requirements of Table 1 above are met.
9. Dwelling Area shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces, or breezeways attached to the main dwelling.
10. All driveways adjacent to alleys must either be shorter than 7 feet or longer than 17 feet.
11. Residential streets in Courtyard Villa development parcels shall be a minimum of 27-foot paving section in a 50 foot right of way (ROW).
12. Courtyard Villa neighborhoods may alternatively be developed on a single platted lot under a condominium regime in a manner otherwise similar with Table 1 above and in such case may not exceed twelve (12) dwelling units per acre.
13. Courtyard Villa neighborhoods may alternatively be developed as fee simple lots in a manner otherwise similar with Table 1 above with Alley-Front Lots platted as Flag Lots with a minimum stem width of four (4) feet. In such case, a public access easement shall be recorded over each shared driveway.

## Concept Plan for Courtyard Villas



- II. Developer may incorporate the following design criteria for the remainder of Westgate
  - A. Block lengths greater than 1,400 feet;
  - B. Minimum lot sizes of 4,200 square feet.

# EXHIBIT B

Land plan





# EXHIBIT C

Mitigation and Turn Lanes Improvements

