



1.03 The Property has a conditionally approved plat. The Planning, Development and Zoning Commission approved the Del Bello Lakes Section 8 Final Plat with two (2) conditions at their June 27, 2022 meeting. One condition is the City Council approve a subdivision variance to Section 62-111 for the unimproved 40-foot County Roadway, that permits no roadway construction and the second condition requires 10-foot right-of-way dedication for the unimproved 40-foot County Road.

## **2. CITY APPROVAL**

2.01 Approval of variance. Pursuant to its authority under Section 62-5 of The City Code, the City agrees to allow the Developer to vary the requirements of Section 62-111 of the City's subdivision ordinance, for one-half of an unimproved 40-foot County Road located in Reserve D, of the Del Bello Lakes Section 8 development with conditions.

2.02 Conditions. The required conditions are as follows:

(i) Developer and/or Brazoria County Municipal Utility District No. 43 shall satisfy the requirement to construct one-half of 233.63 linear feet for an unimproved 40-foot County Roadway located in Reserve D of the Del Bello Lakes Section 8 development by escrowing funds to the city in the amount of construction, based upon the cost of construction estimated by the city engineer at the time of tender of the escrow funds. The escrow funds shall be due to the City at the earlier of:

- (a) upon complete construction of a northbound State Highway 288 feeder road;
- (b) upon further subdivision of the Property by Developer or any successor in interest, (if no escrow has been tendered then one-half of the road will be constructed to city standards as per subdivision ordinance and design criteria manual);
- (c) within 90 days of the city giving notice that it will construct the roadway; or
- (d) upon the occurrence of the abutting property owners (along the unimproved 40-foot County Roadway) developing or redeveloping the abutting property. Upon such occurrence, Developer or any successor in interest may either escrow funds or join in construction of the roadway with the abutting property owners.

(ii) City shall record this agreement with the Brazoria County Clerk and evidence the agreement on a "plat note" on the plat of said Property. Developer shall be responsible for the cost of recordation.

## **3. DEVELOPER COVENANTS**

3.01 The Developer agrees to following:

(i) Other than permits for the construction of infrastructure improvements, single-family buildings/structures, and accessory buildings/structures for Section 8 of the Del Bello Lakes Development, Developer agrees that the City shall not issue any other construction permit

or approve any further plat/re-plat of the Property until the Developer complies with 2.02 of this Agreement;

(ii) Developer agrees to begin infrastructure improvement construction and diligently pursue to completion Section 8 of the Del Bello Lakes Development, within one-year of City Council approval; and

(iii) Developer agrees to pay the cost of recordation of this Agreement within thirty (30) days of invoice by the City.

3.02 Developer acknowledges that the City's covenants are contingent upon the Developer constructing infrastructure improvements for Section 8 of the Del Bello Lakes Development. Failure of the Developer to begin to construct infrastructure improvements, and diligently pursue completion, within one-year of City Council approval shall constitute failure of this condition and the agreement shall automatically be null and void.

#### 4. MISCELLANEOUS

4.01 Assignment. This Agreement evidencing said variance, with conditions, shall run with the land and shall bind and benefit the respective Parties and their legal successors in interest.

4.02 Amendment or Modification. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification only in writing, and by the signatures and mutual consent of the Parties.

4.03. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties hereto and shall not be construed to confer any rights upon any third party. Developer shall not be a third-party beneficiary to any contract the City has with any other party for the engineering, design, or construction of said improvements.

4.04. Remedies Not Exclusive. The rights and remedies contained in this Agreement shall not be exclusive, but shall be cumulative of all rights and remedies now or hereinafter existing, by law or in equity.

4.05. Waiver. The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

4.06. Entire Agreement. This Agreement constitutes the entire agreement between the Parties related to the subject matter of this Agreement and supersedes any and all prior agreements, whether oral or written, dealing with the subject matter of this Agreement.

4.07. Venue. This Agreement shall be performable and enforceable in Brazoria County, Texas, and shall be construed in accordance with the laws of the State of Texas.



This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

Executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_.

**CITY OF MANVEL:**

\_\_\_\_\_  
Debra Davison, Mayor

ATTEST:

\_\_\_\_\_  
Tammy Bell, City Secretary

THE STATE OF TEXAS    §

COUNTY OF BRAZORIA   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by DEBRA DAVISON, as Mayor of the City of Manvel, Texas, on behalf of said City of Manvel.

\_\_\_\_\_  
Notary, State of Texas

(NOTARY SEAL)

Shea Homes Houston LLC:

By: \_\_\_\_\_  
Name: Jim Zimmermann, Assistant Secretary

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_, as property owner.

\_\_\_\_\_  
Notary, State of Texas

(NOTARY SEAL)

Shea Homes Houston LLC:

By: \_\_\_\_\_  
Name: Robert Santini, Authorized Agent

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_, as property owner.

\_\_\_\_\_  
Notary, State of Texas

(NOTARY SEAL)



