City of Montgomery
Planning and Zoning Commission
Regular Meeting Agenda

June 2, 2026 at 6:00 PM
Montgomery City Hall – Council Chambers
101 Old Plantersville Road Montgomery, TX 77316

NOTICE IS HEREBY GIVEN that a Regular Meeting of the Planning and Zoning Commission will be held on **June 2, 2026 at 6:00 PM** at the City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas.

Members of the public may view the meeting live on the City's website under Agenda/Minutes and then select Live Stream Page (located at the top of the page). The Meeting Agenda Pack will be posted online at www.montgomerytexas.gov. The meeting will be recorded and uploaded to the City's website.

OPENING AGENDA

1. Call Meeting to Order.

2. Pledges of Allegiance.

3. Citizen Comments.

   Comments will be received from the public on any matters within the jurisdiction of the City of Montgomery, Texas. Speakers will be limited to three (3) minutes each. Persons wishing to participate (speak) during the Public Forum portion of the meeting must sign-in to participate prior to the meeting being called to order. Please note that discussion, if any, or subjects for which public notice has not been given, are limited to statements of specific factual responses and recitation of existing policy.

REGULAR AGENDA

All items on the Regular Agenda are for discussion and/or action.

4. Consideration and possible action on the Planning & Zoning Meeting Minutes of May 05, 2026.

5. Presentation and discussion on a proposed new single-family dwelling at 1005 College Street, in the Histoirc Preservation District.

6. Presentation and discussion regarding a proposed new restaurant development featuring liquor service, a future drive-through, open-air seating and outdoor entertainment.

7. Presentation and discussion regarding a proposed new financial institution development with drive-through lanes.

8. Presentation and discussion regarding a proposed new multiuse commercial property.

9. Discussion on the Crossing at Montgomery (Dev No. 2403) (the "Project").

10. Consideration and possible action regarding a proposed 12' x 15' addition to the front facade of an existing single-family dwelling located at 901 College Street, in the Historic Preservation District.

11. Consideration and possible action regarding a request for a special use permit for a financial institution with two drive-through lanes at the south east corner of Eva Street and FM 2854 (Corner John, TRACT 2-B, ACRES 1.188).

12. Consideration and possible action regarding a request for a special use permit for an existing indoor children's play business including a proposed expansion of approximately 900 square feet into a contiguous vacant suite at 15363 Summit Park Drive, Suite 204.

13. Consideration and possible action on a variance request outlined in Section 78-162 of the City's Code of Ordinance for the Church of Montgomery (Dev. No. 2501).

14. Consideration and Possible Action by the Planning & Zoning Commission on the Final Plat for Lone Star Hills Section 1 (Dev. No. 2404).

CLOSING AGENDA

15. Commission Inquiry.

Pursuant to Texas Government Code Sect. 551.042 the Planning & Zoning Commission may inquire about a subject not specifically listed on this Agenda. Responses are limited to recitation of existing policy or a statement of specific factual information given in response to the inquiry. Any deliberation or decision shall be limited to a proposal to place on the agenda of a future meeting.

16. Items to consider for placement on future agendas.

17. Adjourn.

The Planning and Zoning Commission for the City of Montgomery reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices), and 551.087 (Deliberation regarding Economic Development Negotiations).

I, Ruby Beaven, certify that this notice of meeting was posted on the website and bulletin board at City Hall of the City of Montgomery, Texas, a place convenient and readily accessible to the general public at all times. This notice was posted at said locations on the following date and time: **May 27, 2026 by 4:30 PM** and remained so posted continuously for at least three (3) business days preceding the scheduled time of said meeting.

/s/ Ruby Beaven

City Secretary

This public notice was removed from the official posting board at the Montgomery City Hall on the following:

Date: _____ Time:_____

By:_____
City Secretary's Office
City of Montgomery, Texas

This facility is wheelchair accessible and accessible parking spaces are available. Please contact the City

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Secretary’s office at 936-597-6434 for further information or for special accommodation.

MONTGOMERY PLANNING AND ZONING COMMISSION AGENDA REPORT

MEETING DATE: June 2, 2026
AGENDA ITEM: 4.
SUBMITTED BY: Ruby Beaven, City Secretary
DEPARTMENT: Administration

AGENDA ITEM

Consideration and possible action on the Planning & Zoning Meeting Minutes of May 05, 2026.

RECOMMENDATION

Staff recommend approval of the P&Z April 07, 2026 meeting minutes.

BACKGROUND

Please see the accompanying minutes:•

- Planning & Zoning Commission Meeting Minutes of May 05, 2026

FISCAL IMPACT

N/A

ATTACHMENTS

1. 2026, 05-05 P&Z Minutes_DRAFT

Planning and Zoning Commission
Regular Meeting Minutes
May 5, 2026

OPENING AGENDA

1. Call Meeting to Order.

The Planning and Zoning Commission Regular Meeting of the City of Montgomery was called to order by Chairman Bill Simpson at 6:00 p.m. on May 5, 2026, at City Hall 101 Old Plantersville Rd., Montgomery, TX and live video streaming.

With Commission Members present a quorum was established.

Present: P&Z Chairman Bill Simpson
P&Z Vice Chairman Daniel Gazda
P&Z Member Merriam Walker

2. Pledges of Allegiance.

Chairman Bill Simpson led the pledges of allegiance.

3. Citizen Comments.

No citizen comments presented for this meeting.

PRESENTATION

4. Administration of Statement of Officer and Oath of Office to the newly appointed officials for the Planning & Zoning Commission for Place 1 and Place 5.

Lisa Gregory and Danielle Pelton were formally administered the required oaths of office for their service on the Planning and Zoning Commission of the State of Texas. During the ceremony, both affirmed that they had not offered or received any money, thing of value, public office, or employment in exchange for votes, appointment, or confirmation. Both Lisa Gregory and Danielle Pelton further swore to faithfully execute the duties of their office and to preserve, protect, and defend the Constitution and laws of the United States and the State of Texas and were officially welcomed into their roles.

5. Presentation and discussion on a proposed new single-family dwelling at 1005 College Street, in the Historic Preservation District.

The Planning and Zoning Commission received a preliminary presentation regarding a proposed new single-family residence at 1005 College Street, located within the Historic Preservation District. Development Services Administrator Corinne Tilley presented the project on behalf of the property owners, Blake and Natalie MCCulloch, outlining the proposed design and its intent to comply with historic district design standards. Commissioners discussed the architectural style and general compatibility with nearby homes and expressed that the design was generally favorable. However, several concerns were raised, including the lack of submitted paint and material

samples, drainage and grading issues given ongoing water concerns in the area, and the absence of a detailed site plan, landscaping or tree plan, and clarification on potential variance requests related to setbacks. No formal action was taken, as the item was presented for feedback only, and the applicant was asked to return with additional information addressing drainage solutions, color and material samples, a site plan with any variance requests, and landscaping details.

CONSENT AGENDA

6. Consideration and possible action on the Planning & Zoning Commission Meeting Minutes of April 07, 2026.

Motion: Vice Chairman Daniel Gazda made a motion to approve the Planning & Zoning Commission Meeting Minutes of April 07, 2026. Commission Member Merriam Walker seconded the motion. Motion carried with all present voting in favor.

REGULAR AGENDA

7. Consideration and possible action by the Planning & Zoning Commission on the Preliminary Plat for BCS Capital development (Dev. No. 2415).

City Engineer Zach Timms, WGA presented a preliminary plat for the BCS Capital Development, a proposed 38-acre commercial and multi-family project located between Buffalo Springs, CB Stewart, and SH 105, across from Home Depot. He explained that the revised submission addressed all outstanding staff comments and that the plat review was largely administrative, including approval of unrestricted reserve tracts that will return to the commission for future review once final uses are determined. Commissioners discussed the commercial and multi-family components, anticipated impact fees, access points, drainage detention, and planned roadway and retaining wall improvements along SH 105, Buffalo Springs, and adjacent properties. Mr. Timms noted that a previously approved variance related only to multi-family parking ratios, with no new variances requested at this stage, and confirmed that drainage, pond maintenance, and other infrastructure improvements would be privately maintained by the developer.

Motion: Vice Chairman Daniel Gazda made a motion to recommend approval of the Preliminary Plat for BCS Capital development (Dev. No. 2415). Commission Member Merriam Walker seconded the motion. Motion carried with all present voting in favor.

8. Consideration and possible action by the Planning & Zoning Commission on the Preliminary Plat for Briarley (formerly known as Redbird Meadows) Pond A2 (Dev. No. 2006).

The commission was presented with a preliminary plat for a detention pond reserve associated with the nearby development. Staff reviewed redlined comments and confirmed that the revised, clean version addressed all outstanding issues. The plat was described as an administrative item intended solely to document the proposed detention layout, with no buildings or connections to the city's water or sewer systems, and therefore not subject to impact fees. Staff explained that drainage from the detention pond would outfall to an existing tributary southeast of the property, and no further issues or action were requested at this stage.

Motion: Vice Chairman Daniel Gazda made a motion to recommend approval of the Preliminary Plat for Briarley (formerly known as Redbird Meadows) A2 Pond (Dev. No. 2006). Commission Member Merriam Walker seconded the motion. Motion carried with all

present voting in favor.

9. Consideration and possible action by the Planning & Zoning Commission on the Preliminary Plat for Briarley (formerly known as Redbird Meadows) Section 7 (Dev. No. 2006).

The commission reviewed preliminary plats for Sections 7 and 8 of a residential development that includes single-family homes and is governed by a 2023 development agreement. Staff outlined approved and pending variances, including reduced lot widths and areas, reduced side-yard setbacks, and a pending City Council decision regarding tree assessment requirements. The development is subject to water and wastewater impact fees, with partial credit applied due to the developer's prior construction of a major water line extension. A key component discussed was Reserve B, which is designated as the future Water Plant No. 4 site at the corner of Old Plantersville Road and Old Dobbin Road; the site has been refined from two acres to approximately 1.1 acres, which staff confirmed is sufficient for current and future operational needs. Commissioners raised concerns primarily about long-term water capacity and growth impacts, and staff provided detailed explanations of ongoing and planned water and wastewater infrastructure projects intended to address present and future demand. The commission was advised that action taken would be contingent upon forthcoming City Council approval of related variance requests, with additional opportunities for review at the final plat stage.

Motion: Commission Member Merriam Walker made a motion to recommend approval of the Preliminary Plat for Briarley (formerly known as Redbird Meadows) Section 7 (Dev. No. 2006). Vice Chairman Daniel Gazda seconded the motion. Motion carried with all present voting in favor.

10. Consideration and possible action by the Planning & Zoning Commission on the Preliminary Plat for Briarley (formerly known as Redbird Meadows) Section 8 (Dev. No. 2006).

The commission reviewed a preliminary plat for a residential section similar to the previous item, with discussion focused primarily on impact fees and tree preservation. Staff explained that total impact fees for this section are $63,288, with a substantial credit applied for prior water line construction by the developer; this credit will be reduced or eliminated in future sections once fully offset. Commissioners noted that this section includes existing trees, which the developer intends to preserve to the extent possible while accommodating home construction. As with the prior item, commission action was limited to approval or denial contingent upon City Council action on the related variance request scheduled for May 12th.

Motion: Vice Chairman Daniel Gazda made a motion to recommend approval of the Preliminary Plat for Briarley (formerly known as Redbird Meadows) Section 8 (Dev. No. 2006). Commission Member Merriam Walker seconded the motion. Motion carried with all present voting in favor.

CLOSING AGENDA

11. Commission Inquiry.

Staff provided an update on the downtown improvement project involving tree placement, removal and relocation of a house, and related site enhancements. It was confirmed that Phase Three of the

project has begun, which includes relocating the house and planning the previously discussed retreat area, effectively starting the anticipated 180-day timeline. The project team is currently coordinating with subconsultants, including landscape architecture and electrical consultants, to finalize plans and contract documents. Staff also noted that meetings are planned in the coming weeks with downtown property owners and the Montgomery Economic Development Corporation coordinator to discuss potential grant funding for improvements to private properties, particularly rear facades and back-street areas. Commissioners acknowledged the update and confirmed their questions had been addressed.

12. Items to consider for placement on future agendas.

No items to consider at this time.

13. Adjourn.

Motion: Vice Chairman Daniel Gazda made a motion to adjourn the Planning and Zoning Commission Meeting at 6:59 p.m. Commission Member Merriam Walker seconded the motion. Motion carried with all present voting in favor.

APPROVED:

_____
William Simpson, Chairman

ATTEST:

_____
Ruby Beaven, City Secretary

DRAFT

MONTGOMERY PLANNING AND ZONING COMMISSION AGENDA REPORT

MEETING DATE: June 2, 2026
AGENDA ITEM: 5.
SUBMITTED BY: Corinne Tilley, Development Services Director
DEPARTMENT: Development Services

AGENDA ITEM

Presentation and discussion on a proposed new single-family dwelling at 1005 College Street, in the Histoirc Preservation District.

RECOMMENDATION

Staff recommends that the Planning and Zoning Commission review the proposed single-family dwelling and provide feedback. No formal action is required at this time.

BACKGROUND

The applicants and property owners, Blake and Natalie McCulloch, are proposing the construction of a new single-family dwelling at 1005 College Street. The property is located in the Historic Preservation District. As such, any new construction within the district is subject to and in accordance with the design guidelines for the city.

This item is presented for discussion to allow the Planning and Zoning Commission to review and offer guidance prior to any formal approval process.

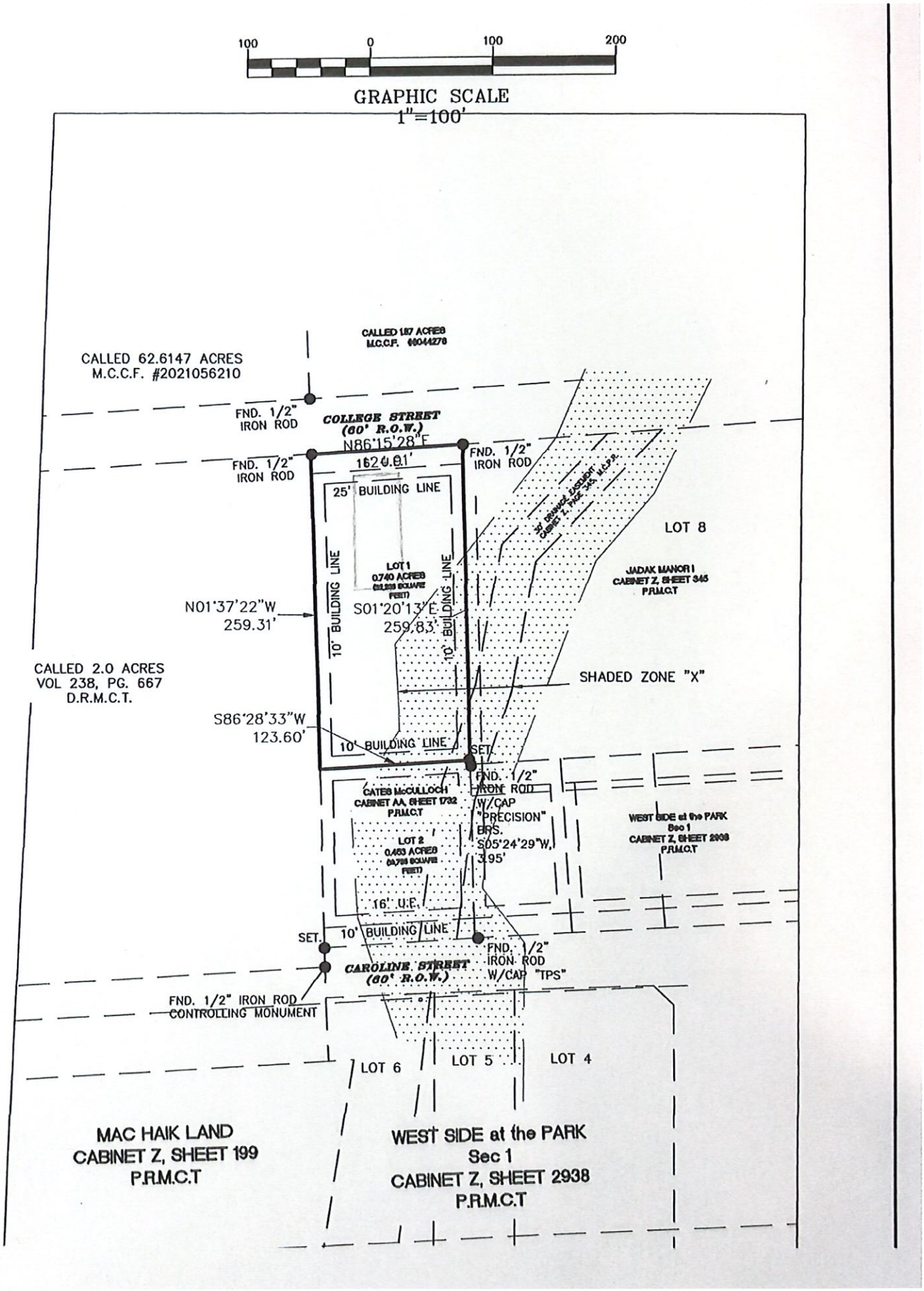
City of Montgomery Code of Ordinances Reference:
Sec. 98-347. **Approval for alteration or new construction within historic preservation districts or affecting historic landmarks.** No person shall carry out any exterior construction, reconstruction, alteration, restoration, rehabilitation, demolition, or relocation of any historic landmark or any property within an historic preservation district, nor shall any person make any material change to other exterior elements visible from a public right-of-way which will affect the appearance and cohesiveness of any historic landmark or any property within an historic preservation district without receiving approval from the planning and zoning commission. New construction within an historic preservation district or on property designated as an historic landmark, or buildings or structures moved onto a property within an historic preservation district or onto property designated as an historic landmark will be subject to and in accordance with the design guidelines for the city.

FISCAL IMPACT

ATTACHMENTS

1. 2026 06 02 presentation 1005 College

1005 College St
College St
Kings Ln
Caroline St
Sheppard St
Eva St


100
0
100
200
GRAPHIC SCALE
1"=100'
CALLED 62.6147 ACRES
M.C.C.F. #2021056210
CALLED 1.87 ACRES
M.C.C.F. #8044276
FND. 1/2" IRON ROD
COLLEGE STREET
(60' R.O.W.)
N86°15'28"E
162.01'
FND. 1/2" IRON ROD
FND. 1/2" IRON ROD
25' BUILDING LINE
10' BUILDING LINE
10' BUILDING LINE
LOT 1
0.740 ACRES
(32,238 SQUARE FEET)
N01°37'22"W
259.31'
S01°20'13"E
259.83'
LOT 8
JADAK MANOR I
CABINET Z, SHEET 345
P.R.M.C.T
CALLED 2.0 ACRES
VOL 238, PG. 667
D.R.M.C.T.
SHADED ZONE "X"
S86°28'33"W
123.60'
10' BUILDING LINE
SET
FND. 1/2" IRON ROD W/CAP "PRECISION" BRS. S05°24'29"W, 3.95'
CATES McCULLOCH
CABINET AA, SHEET 1732
P.R.M.C.T
LOT 2
0.463 ACRES
(20,168 SQUARE FEET)
WEST SIDE at the PARK
Sec 1
CABINET Z, SHEET 2938
P.R.M.C.T
16' U.E.
10' BUILDING LINE
SET
FND. 1/2" IRON ROD W/CAP "TPS"
CAROLINE STREET
(60' R.O.W.)
FND. 1/2" IRON ROD
CONTROLLING MONUMENT
LOT 6
LOT 5
LOT 4
MAC HAIK LAND
CABINET Z, SHEET 199
P.R.M.C.T
WEST SIDE at the PARK
Sec 1
CABINET Z, SHEET 2938
P.R.M.C.T

MCCULLOCH- THE CARRINGTON

SHEET LIST	
A0.0	COVER SHEET
A1.2	FLOORPLAN LAYOUT
A1.3	FLOORPLAN LEVEL 2
A1.4	ROOF PLAN
A2.0	ELEVATIONS 1 OF 2
A2.1	ELEVATIONS 2 OF 2
E1.0	ELECTRICAL PLAN

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912-601-9825
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AREA CALCULATIONS

FIRST FLOOR COND:	= 1730 SQ. FT.
SEC. FLOOR COND:	= 895 SQ. FT.
TOTAL COND:	= 2625 SQ. FT.
FRONT PORCH:	= 95 SQ. FT.
REAR PORCH:	= 308 SQ. FT.
TOTAL UNDE ROOF:	= 3028 SQ. FT.

PROJECT STATUS

MCCULLOCH, BLAKE & NATALIE

THE CARRINGTON

MCCULLOCH, BLAKE & NATALIE

THE CARRINGTON

COVER SHEET

PROJECT NUMBER	00
DATE	2024
DESIGNED BY	MC
DRAWN BY	MC

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A0.0

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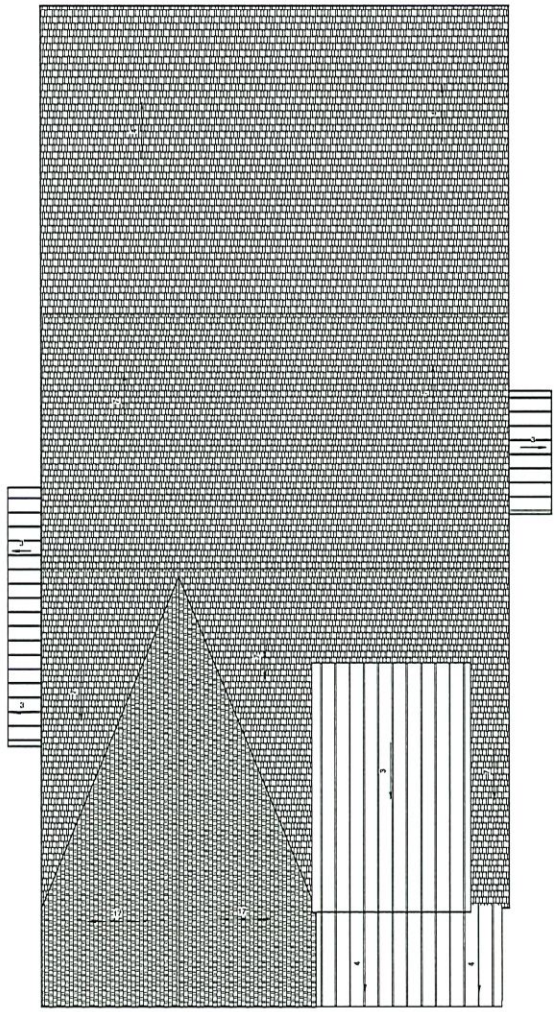

① Roof Plan
1/4" = 1'-0"

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GENERAL CONTRACTOR NOTE
ADJUST TOP OF SLABS, WALLS, AND ROOF BEARING PLATES AS REQUIRED FOR CHANGES IN STRUCTURAL MEMBER SIZES OR EXISTING SITE CONDITIONS.

G.C. / OWNER TO COORDINATE ALL IN-SLAB ELECTRICAL AND PLUMBING REQUIREMENTS WITH APPROPRIATE SUBCONTRACTOR TRADES PRIOR TO PLACING SLAB.

DIMENSION NOTES
DIMENSIONS ARE TO THE EDGE OF FOUNDATION AND FRAMING U.O.N. DO NOT SCALE DRAWINGS. CONTACT DESIGNER WITH ANY DISCREPANCIES.

FOUNDATION NOTES
STRUCTURAL ENGINEERING DOCUMENTS, WATERSEDGE DESIGN DOCUMENTS, AND SCHEDULES WITH REGARD TO SIZE OF STRUCTURAL MEMBERS, PLACEMENT, AND CONNECTION DETAILS.

UNLESS OTHERWISE NOTED BY TYPICAL WALL SECTIONS, STRUCTURAL ENGINEER, OR STRUCTURAL DRAWINGS, FOUNDATION IS TO BE AS FOLLOWS.

CLIENT & CONTRACTOR NOTES

IT IS THE RESPONSIBILITY OF THE CLIENT AND/OR CONTRACTOR TO ENSURE THAT THE CONSTRUCTION OF THIS PLAN MEETS INDUSTRY STANDARD BUILDING PRACTICES AND ALL APPLICABLE LOCAL BUILDING CODES.

ALL EFFORTS ARE MADE TO PROVIDE PLANS WITH THE HIGHEST LEVELS OF DESIGN QUALITY, HOWEVER DUE TO THE UNIQUENESS OF EACH BUILDING SITE, REGIONAL REQUIREMENTS, AND VARYING BUILDING CODES, THE ARCHITECT DOES NOT ASSUME LIABILITY FOR COMPLIANCE WITH BUILDING CODES, STANDARD BUILDING PRACTICES OR ZONING REGULATIONS.

THE CLIENT AND/OR CONTRACTOR WILL HAVE A LICENSED STRUCTURAL ENGINEER REVIEW THESE PLANS FOR COMPATIBILITY WITH STRUCTURAL ELEMENTS FOR THIS PLAN SUCH AS, BUT NOT LIMITED TO, FOOTINGS, FOUNDATION WALLS, PIERS, SLABS, HIGH IMPACT AND STEEL REINFORCEMENT, COLUMNS, BEAMS, JOISTS, RAFTERS AND OTHER FRAMING.

PRIOR TO CONSTRUCTION, THE CLIENT AND/OR CONTRACTOR SHALL CHECK THE PLANS FOR ERRORS, AND REPORT ANY DISCREPANCIES TO THE DESIGNER. THE DESIGNER IS NOT RESPONSIBLE FOR THE CONSTRUCTION QUALITY, MEANS OR METHODS, PRODUCTS, SYSTEMS, COSTS, OR MATERIAL SELECTIONS USED IN THE CONSTRUCTION OF THIS PLAN.

DESIGNER SPECIFICALLY RENOUNCES ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR PARTICULAR PURPOSES ASSOCIATED WITH THE PLANS AND DERIVATED WORKS, AND SHALL NOT BE RESPONSIBLE FOR ANY WARRANTIES, ERRORS, OMISSIONS OR DEFICIENCIES OF ANY THIRD PARTIES.

THE DESIGNERS LIABILITY, IF ANY, SHALL BE LIMITED TO THE SALE PRICE OF THE PLANS.

THESE PLANS AND DERIVATIVES OF THESE PLANS ARE OWNED BY THE DESIGNER WHO LICENSES THEM TO THE CLIENT FOR A ONE PROTECTION UNDER THE DESIGNER WORKS COPYRIGHT PROTECTION ACT OF 1990. UNAUTHORIZED SALE, USE OR DUPLICATION OF THE PLANS, OF THE WORKS OF FORMS SHOWN ON THE PLANS WITHOUT THE WRITTEN PERMISSION OF THE DESIGNER VIOLATES FEDERAL LAW.

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AREA CALCULATIONS

FIRST FLOOR COND:	+ 1728 SQ. FT.
SEC. FLOOR COND:	+ 895 SQ. FT.
TOTAL COND:	= 2623 SQ. FT.
FRONT PORCH:	+ 95 SQ. FT.
REAR PORCH:	+ 308 SQ. FT.
TOTAL UNDE ROOF:	= 3026 SQ. FT.

PROJECT STATUS

MCCULLOCH, BLAKE & NATALIE

THE CARRINGTON

MCCULLOCH, BLAKE & NATALIE

THE CARRINGTON

ROOF PLAN

PROJECT NUMBER	00
DATE	2024
DESIGNED BY	MC
DRAWN BY	MC

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A1.4

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1 00 - FRONT ELEVATION
1/4" = 1'-0"

2 00 - REAR ELEVATION
1/4" = 1'-0"

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AREA CALCULATIONS

FIRST FLOOR COND:	= 1730 SQ. FT.
SEC. FLOOR COND:	= 895 SQ. FT.
TOTAL COND:	= 2625 SQ. FT.
FRONT PORCH:	= 95 SQ. FT.
REAR PORCH:	= 308 SQ. FT.
TOTAL UNDE ROOF:	= 3026 SQ. FT.

PROJECT STATUS

MCCULLOCH, BLAKE & NATALIE

THE CARRINGTON

MCCULLOCH, BLAKE & NATALIE

THE CARRINGTON

ELEVATIONS 1 OF 2

PROJECT NUMBER	00
DATE	2024
DESIGNED BY	MC
DRAWN BY	MC

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A2.0

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1 00 - LEFT ELEVATION
1/4" = 1'-0"

2 00 - RIGHT ELEVATION
1/4" = 1'-0"

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AREA CALCULATIONS

FIRST FLOOR COND:	= 1730 SQ. FT.
NET. FLOOR COND:	= 893 SQ. FT.
TOTAL COND:	= 2623 SQ. FT.
FRONT PORCH:	= 95 SQ. FT.
REAR PORCH:	= 264 SQ. FT.
TOTAL UNDR ROOF:	= 3026 SQ. FT.

PROJECT STATUS

MCCULLOCH, BLAKE & NATALIE

THE CARRINGTON

MCCULLOCH, BLAKE & NATALIE

THE CARRINGTON

ELEVATIONS 2 OF 2

PROJECT NUMBER	00
DATE	2024
DESIGNED BY	MC
DRAWN BY	MC

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A2.1

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PAINT COLOR GUIDE

Sherwin Williams Oyster White

undertones, best uses & coordinating colors

PAINTCOLORPROJECT.COM

Blake and Natalie McCulloch

222 Biltmore Loop

Montgomery, Texas 77316

Nataliemcculloch23@gmail.com

Natalie 936-537-5054

April 6, 2026

City of Montgomery

Planning and Zoning Commission

Montgomery, Texas

Attn: Corrine Tilly

Dear Corrine:

Pursuant to our telephone conversation, we are submitting for review to the P&Z Commissioners, an explanation of how we think the proposed home we are seeking to have approved to build on our lot at 1005 College Street, Montgomery, TX will fit into the residential historic district of Montgomery, Texas.

We have read the "Design Guidelines for the City of Montgomery" and believe this home meets the criteria to preserve the architectural style and character, the form, scale, materials, colors, details and treatments of buildings constructed in the period between 1830 and 1941. We believe this proposed elevation, with its traditional charm and character far succeeds this expectation. With its creamy cozy tones, and the accents of real shutters and large deep southern porches and patios, and a historically accurate Juliet balcony, we believe our home will complement the district and hope the surrounding residents will be proud to call us their neighbor.

We have retained a designer and attached the architectural plans for your review and approval. The finished home is proposed to be 2,623sf.

Please see attached front elevation of the home we are seeking approval to build. We plan to adhere to these plans exactly. If anything should change, we will resubmit the design for approval from the P&Z at that time.

In accordance with the "Design Guidelines for The City of Montgomery, for residential structures, see below our proposed design plan for consideration:

1. Building placement form and treatment.

a. N/A

b. N/A

c. Architectural Detail:

- Materials: Exterior of home shall be done in 6" lap Fiber Cement Siding Hardi-Plank product.

- Colors: Off- white cream color. Please see attached color sample.

- Structural and Decorative Elements:

- The front door will be ¾ light 4 pane stained wood door.

- There will be a covered front porch the length of the front door and small side window.

- We are proposing a concrete drive way extending the entire right side of the home (15'x100') with a red brick apron that connects it to the street. And a red brick walkway that extends 5' from the front stairs and makes a 90 degree turn to connect to the driveway.

d. N/A

e. Building Placement: We would like to request a variance to the standards contained in the City of Montgomery Code of Ordinances. We would like to build our home 20 ft from the front (north) property line instead of the standard 25 ft setback. This would place our home 35 ft from the road. Several of the older historic homes on College Street are closer than the required 25 ft setback, and we think this lends to the cozy and historic small town feel on this street. The sides and back of the home will be in compliance with the code, with the house being placed 30 ft from the west side property line and approximately 60 ft from the east side property line.

f. Building Widths: We anticipate the width of this home to be approximately 35 ft wide.

g. Chimneys: N/A

h. Color:

(i). The same brick that will be used on the driveway apron and the front walkway would be used on the columns of the pier and bean foundation.

(ii). N/A

(iii). The dominant exterior color of this home will be a creamy off white color. The trim will be the same. The shutters will be a light grayish green color.

(v). Gutters and downspouts: N/A

(vi). Roof Colors: Shall be a charcoal/gray/brown asphalt shingle, and will complement the style and overall color scheme of the home.

(vii). Stain: N/A

i. Columns:

(i) Function: The only columns will be for vertical support for the front porch and back porch.

(ii). Materials: Same fiber cement siding as used on the house.

j. Facade materials:

(i) In General: The dominant exterior will be made of fiber cement siding that.

(ii). N/A

k. Front entrances and porches:

(i). Detailing:

- The front porch floor will be made of wood and ceiling will be fiber cement.

- The amount of attached steps for the porch has not yet been determined.

(ii). No Enclosures.

(iii). Floor Coverings: Shall be wood.

(iv). Style: The front porch and entry will be squared corners, no curves.

l. No Porte cocheres.

m. Roofing forms:

(i) Material and colors: All the roofing, with the exception of the shed dormer, front porch and 2 bump outs, will be asphalt shingle. The areas of exception are proposed to be black standing seam metal roofing as shown in the elevation picture.

.

(ii) Overhang: Twelve Inches

(iii) Patterns: Shall conform to the similar style in the historic district.

(iv) Slope and pitch — residential: Shall be typical of the style and period of the main building and compatible with existing building forms in the historic district. It shall not be a pitch less than a four and one-half (4-1/2) inch rise in any twelve (12) inch horizontal distance.

(iv). N/A

n. Windows and Doors:

(i). Front facade openings:

1. Glass: Windows and glass doors will be "Clear".

2. Screens, storm doors, and storm windows: N/A

a). Frames shall match or complement the color scheme of the main building; and

b) shall not obscure significant features of the window or door it

covers.

3. No Security and ornamental bars.

4. Style:

a). All windows, doors, side windows or sidelines, and trim (no shutters) in the front or side facade of home shall be proportionally balanced in a matter typical of the style and period of the building.

b). The size and proportion of window and door openings located on the front and side facades of a main building shall be typical of the style and period of the building.

c). The frames of windows shall be trimmed in a manner typical of the style of the building. The color of frame of windows will be black.

2. Fencing: No proposed fencing at this time.

3. Nonconforming uses and structures: N/A

4. Rebuilding damaged or destroyed buildings or structures: N/A

5. Attached are the architectural plans for our home to be constructed in the historic district, including the elevation, and is incorporated herein for reference.

We are excited to make our home in the beautiful City of Montgomery, eventually retire here, and become longtime residents. We hope that this proposed design meets with your approval. If so, we hope to receive final approval from the P&Z for the home, the product specifics of materials and details of placement of our home on the lot.

We plan on attending and look forward to seeing you at the next P&Z Commissioners meeting being held on May 4th., in order to answer any further questions you may have.

Sincerely,

Natalie McCulloch

Blake McCulloch

MONTGOMERY PLANNING AND ZONING COMMISSION AGENDA REPORT

MEETING DATE: June 2, 2026
AGENDA ITEM: 6.
SUBMITTED BY: Corinne Tilley, Development Services Director
DEPARTMENT: Development Services

AGENDA ITEM

Presentation and discussion regarding a proposed new restaurant development featuring liquor service, a future drive-through, open-air seating and outdoor entertainment.

RECOMMENDATION

Staff recommends that the Planning and Zoning Commission review the proposal and provide feedback. No formal action is required at this time.

BACKGROUND

Proposed location: 20698 Eva Street (previously A & A Plants and Produce)
Zoning: B - Commerical

A proposal has been submitted for the development of a new restaurant featuring liquor service, a future drive-through service, open-air seating, and outdoor entertainment. The proposal includes site and operations information for the Commission's review and discussion. Representatives associated with the project are here to present the proposal and answer questions from the Commission.

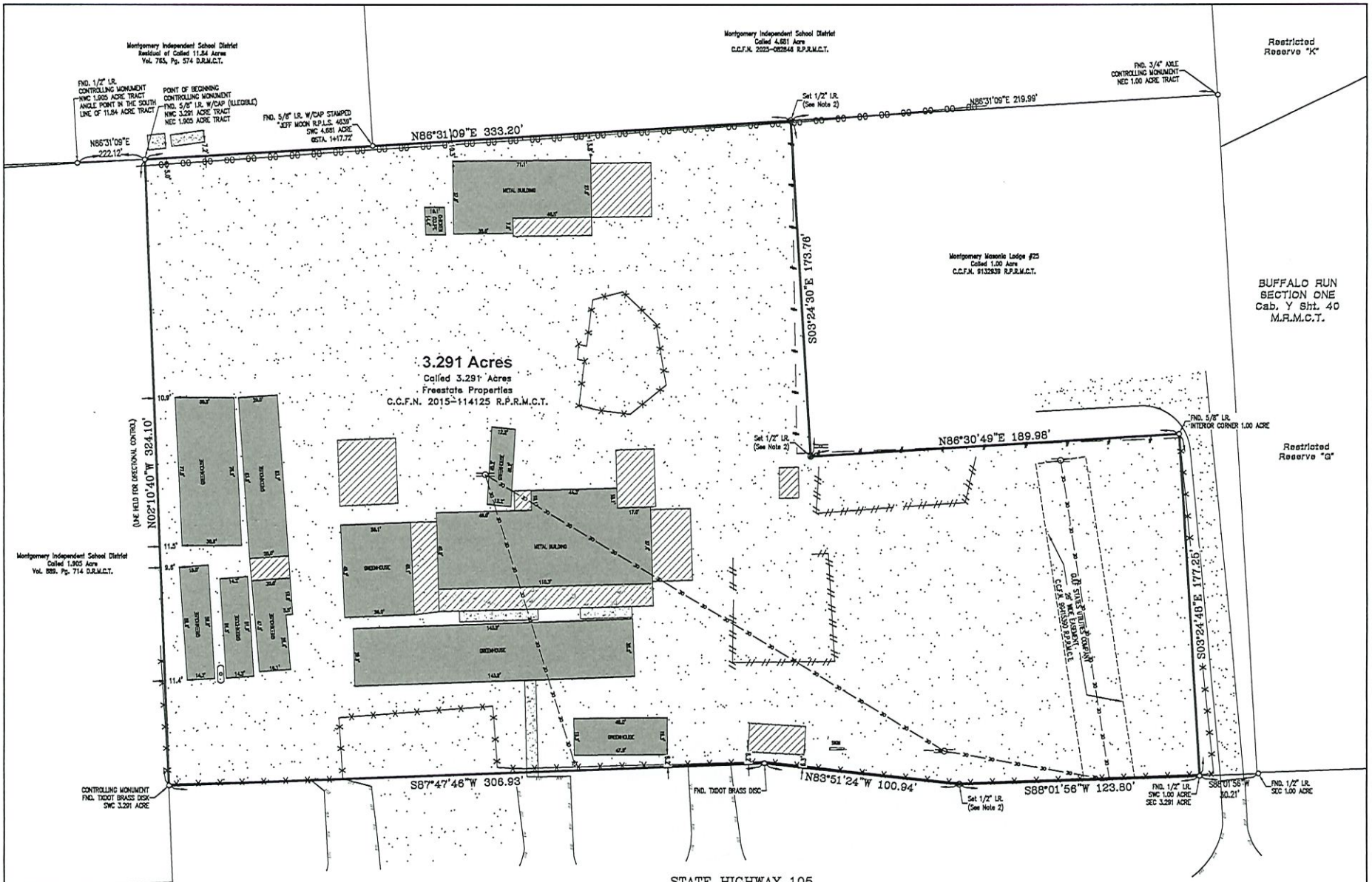
The presentation is intended to provide the Commission with an early overview of the proposed development, as the project may require future consideration of variance and special use permit requests, including pavement variance and a use permit to address the outdoor uses of entertainment. A copy of the submitted proposal materials is included in the agenda packet for reference

FISCAL IMPACT

ATTACHMENTS

1. 2026 06 02 20698 Eva Republic Yardhouse supporting docs

2 of 2
Zoning - Commercial
Zoom to
City of Montgomery Ordinances
Chapter 78 - Subdivisions
Chapter 98 - Zoning, Article III - Districts and Zoning Map
Chapter 98 - Zoning, Article VI - Historic Preservation
Eva St
Eva St



Schedule B (10) Items:

10(I) UTILITY EASEMENT THIRTY-SIX (36) FEET IN WIDTH GRANTED TO GULF STATES UTILITIES COMPANY, BY INSTRUMENT RECORDED UNDER MONTGOMERY COUNTY CLERK'S FILE NO. 1994153361. (SHOWN ON SURVEY)

Notes:

1) THE BEARINGS AND COORDINATES SHOWN HEREON ARE TEXAS CENTRAL ZONE NO. 4203 STATE PLANE COORDINATES (NAD83) 2002 ADJUSTMENT. DISTANCE SHOWN ON SURVEY ARE GROUND.

2) 1/2 INCH IRON RODS WITH SURVEY CAP MARKED "JEFF MOON R.P.L.S. 4639" SET AT ALL CORNERS, UNLESS OTHERWISE NOTED.

3) SURVEYOR HAS NOT ABSTRACTED THIS TRACT OF LAND FOR OWNERSHIP, EASEMENTS, RESTRICTIONS, ETC.

4) THIS SURVEY IS BASED IN PART ON A METES AND BOUNDS DESCRIPTION OF EVEN DATE.

5) THIS PLAT OF SURVEY HAS BEEN PERFORMED WITH RELIANCE UPON TITLE EXAMINATION AND ABSTRACTING PERFORMED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY UNDER G.F. NUMBER 2501837 WITH AN EFFECTIVE DATE OF SEPTEMBER 24, 2025. THIS SURVEYOR HAS NOT ABSTRACTED THE SUBJECT TRACT.

6) REVISED ON OCTOBER 22, 2025, TO REFLECT A HIGHWAY MONUMENT FOUND DURING FIELD PROCEDURES OF SETTING MISSING MONUMENTS.

LEGEND & SYMBOLS

* SOME ELEMENTS MAY NOT BE USED ON SURVEY

- Power Pole
- Meter Loop
- Guy Anchor
- Telephone Pedestal
- Electric Box
- Electrical Transformer
- Cable Box
- Cable Pedestal
- Pull Box
- Gas Meter
- Gas Valve
- Water Meter
- Water Valve
- Fire Hydrant
- Buried Cable Marker
- Pipeline Marker
- Septic Lid
- Cleanout
- Irrigation Control Valve
- Vault Box
- Propane Tank
- Benchmark
- Mailbox
- Meter Pole
- Utility Pole
- Underground Utility Flag
- Telephone Manhole
- Sanitary Sewer Manhole
- Storm Sewer Manhole
- Inlet Grate
- Well
- Water Tank
- Street Sign
- Sign
- Light Pole
- Traffic Signal
- Monitor Well
- Pressure Valve
- Sample Well
- Bollard
- Brick Column
- Metal Fence Post
- Wood Fence Post
- Culvert
- Handicap Space
- Building Line (B.L.)
- Easement Line
- Overhead Electric
- Barbwire Fence
- Chainlink Fence
- Wood Fence
- Hog Wire Fence
- Wrought Iron Fence
- Asphalt Road
- Concrete
- Covered Area
- Wood Deck
- Gravel
- Asphalt
- Stairs
- Elevated Wood Deck
- Wood Ramp
- Brick
- Stone
- Rock
- Rip Rap
- Tile
- Water
- 2nd Floor Only
- Adjoining Structure
- Wood Bulkhead
- Stucco Wall
- Brick Wall

ABBREVIATIONS

F.L.= Flow Line
I.R.= Iron Rod
OE= Overhead Electric
TB= Top of Bank
NG= Natural Ground
EA= Edge of Asphalt
ED= Edge of Gravel
EC= Edge of Concrete
CC= Corner of Concrete
CB= Cable Box
ET= Electrical Transformer
Toes= Toe of Slope
TOC= Top of Concrete
PVC= Polyvinyl Chloride
RCP= Reinforced Concrete Pipe
CMP= Corrugated Metal Pipe
HDPE= High Density Polyethylene
C.R.D= Center Line of Road
S.S.M.= Sanitary Sewer Manhole

LAND TITLE SURVEY
3.291 ACRES OF LAND
IN THE JOHN CORNER SURVEY, A-8

MONTGOMERY COUNTY, TEXAS REF:_____ MAP RECORDS
Scale: 1" = 30' Date: October 15, 2025
Revised: (See Note 6)

Address: 20698 Fm Street Montgomery, TX 77356
To: CMC Partnership, LTD & Old Republic National Title Insurance Company, Exclusively,

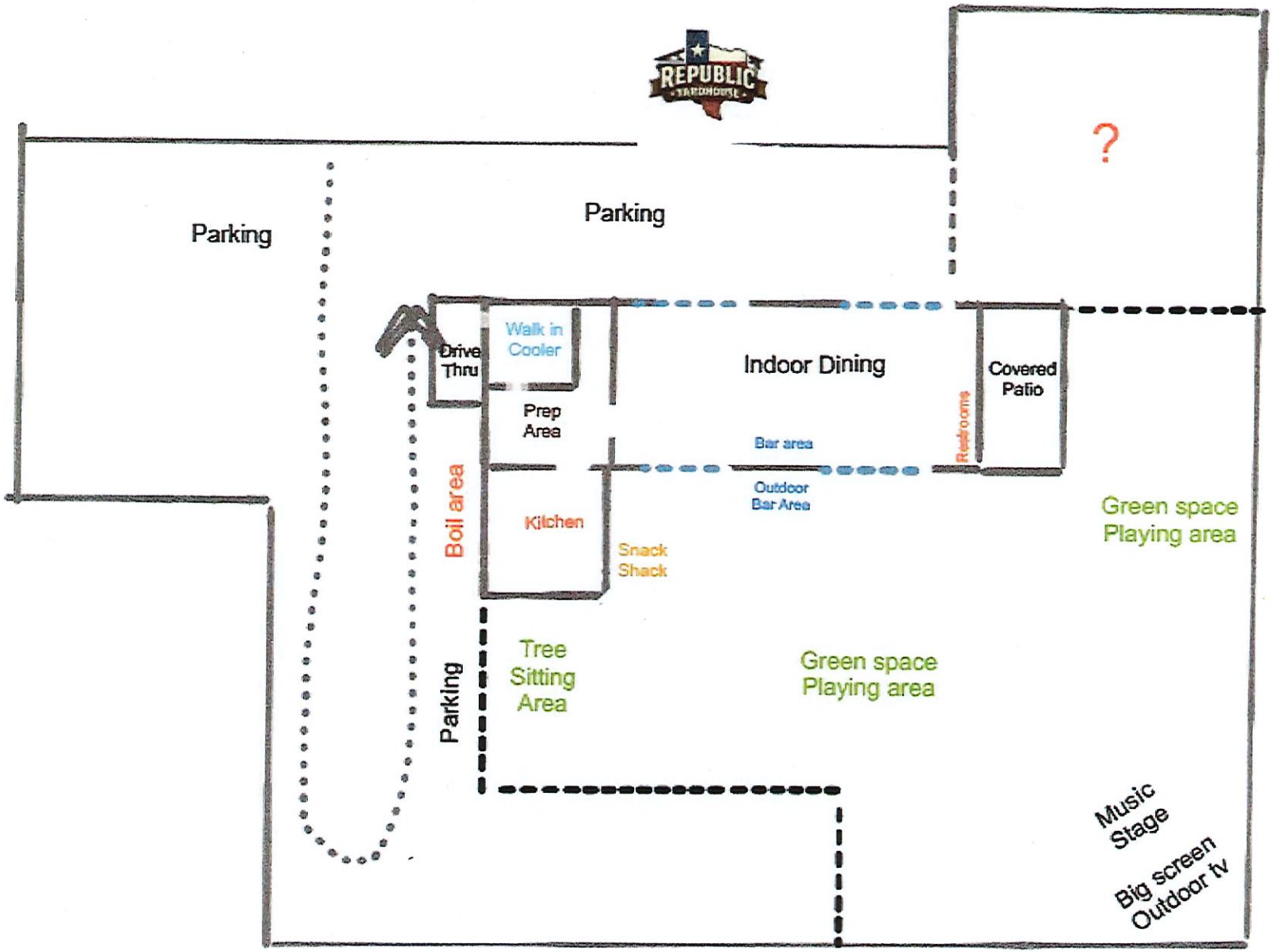
I hereby state that this survey substantially complies with current Texas Society of Professional Surveyors Manual of Practice requirements for a Category 1A, Condition II, TSPS Land Title Survey.

STATE OF TEXAS
REGISTERED
JEFFREY MOON
4639
PROFESSIONAL
LAND SURVEYOR

Jeffrey Moon
Registered Professional
Land Surveyor No. 4639

File # 25-B-75 (JM) Book LL Pg. —
JEFFREY MOON & ASSOC., INC., P.O. Box 2501, Conroe, TX. 77305
T.B.P.E.L.S. Firm No. 10112200 (936) 756-5286 Fax (936) 756-5281
All rights reserved Copyright 2025 Jeffrey Moon & Assoc., Inc. ©

C:\Users\jokat\OneDrive - Jeffrey Moon and Assoc\Projects\John Corner Survey, A-8\25-B-75 3+ Acres\25-B-75 8/15/25


REPUBLIC
?
Parking
Parking
Parking
Drive Thru
Walk in Cooler
Prep Area
Kitchen
Boil area
Snack Shack
Indoor Dining
Covered Patio
Restrooms
Bar area
Outdoor Bar Area
Green space Playing area
Tree Sitting Area
Green space Playing area
Music Stage
Big screen Outdoor tv

PDF Document · 4 MB

Concept
1. Utilize the current building
2. Add on an actual kitchen
3. build a walk in cooler and freezer in current building
4. Build restrooms
5. Astro turf for majority of outdoor area
6. Build music stage
7. Large outdoor tv
8. Drive up/thru for crawfish
9. Indoor/outdoor bar
10. Glass roll up doors front/ back
11. Snack shack for kids
12. Combination of wood fence/iron fencing
13. Add Italian cypress trees to west side property line to block sun
14. Lots of shade sails to create shaded areas, fans, MISTERS?

CRAWFISH
REPUBLIC
YARDHOUSE
RESTAURANT & BAR

REPUBLIC YARDHOUSE

REPURLIC YARDHOUSE

MONTGOMERY PLANNING AND ZONING COMMISSION AGENDA REPORT

MEETING DATE: June 2, 2026
AGENDA ITEM: 7.
SUBMITTED BY: Corinne Tilley, Development Services Director
DEPARTMENT: Development Services

AGENDA ITEM

Presentation and discussion regarding a proposed new financial institution development with drive-through lanes.

RECOMMENDATION

Staff recommends that the Planning and Zoning Commission review the proposal and provide feedback. No formal action is required at this time.

BACKGROUND

Proposed location: Buffalo Run 01, RES E, ACRES 2.35
Zoning: B - Commerical

Discussion regarding a conceptual proposal for the development of a new financial institution (HomeTown Bank) with a drive-through component. The proposal is being presented to provide the Commission with an early overview of the potential development and to allow for preliminary discussion regarding a possible request to include a special use permit for drive-through lanes.

Representatives associated with the proposed project may attend the meeting to present the concept and answer questions from the Commission. No formal development applications or supporting documents have been submitted at this time.

FISCAL IMPACT

ATTACHMENTS

1. 2026 06 02 HomeTown Bank aerial supporting docs

2 of 3
Zoning - Commercial
Zoom to
City of Montgomery Ordinances
Chapter 78 - Subdivisions
Chapter 98 - Zoning, Article III - Districts and Zoning Map
Chapter 98 - Zoning, Article VI - Historic Preservation
Clepper St
C B Stewart Dr
Eva St

MONTGOMERY PLANNING AND ZONING COMMISSION AGENDA REPORT

MEETING DATE: June 2, 2026
AGENDA ITEM: 8.
SUBMITTED BY: Corinne Tilley, Development Services Director
DEPARTMENT: Development Services

AGENDA ITEM

Presentation and discussion regarding a proposed new multiuse commercial property.

RECOMMENDATION

Staff recommends that the Planning and Zoning Commission review the proposal and provide feedback. No formal action is required at this time.

BACKGROUND

Proposed location: 13801 Liberty Street
Zoning: B - Commercial

The new property owner and operator (Trevor Dickerson) has prepared a conceptual development plan intended to create a community gathering destination to be developed in three phases. This presentation is intended as an early overview of the proposed concept. As the project advances, the applicant may be asking for a pavement variance and a use permit related to proposed outdoor vending and any other associated outdoor commercial activities.

The property owner is present to introduce the concept and receive feedback.

FISCAL IMPACT

ATTACHMENTS

1. 2026 06 02 13801 Liberty St supporting docs1
2. 2026 06 02 13801 Liberty St supporting docs2

2 of 2
Zoning - Commercial
Zoom to
City of Montgomery Ordinances
Chapter 78 - Subdivisions
Chapter 98 - Zoning, Article III - Districts and Zoning Map
Chapter 98 - Zoning, Article VI - Historic Preservation
FM 149 Rd

"The Garden" by Elizabeth Allan Beatuy and Co.

Multi-use Property Concept.

Our Concept:

The final vision of "The Garden" will be a safe wholesome community gathering place for families to eat, play, and patronize the entrepreneurs of the community. With local mobile food vendors, retail space for a small-town boutique, and farmer's market style space for seasonal vendors, local craftsmen, wood workers, farmers, bakers, etc.

Phase 1:

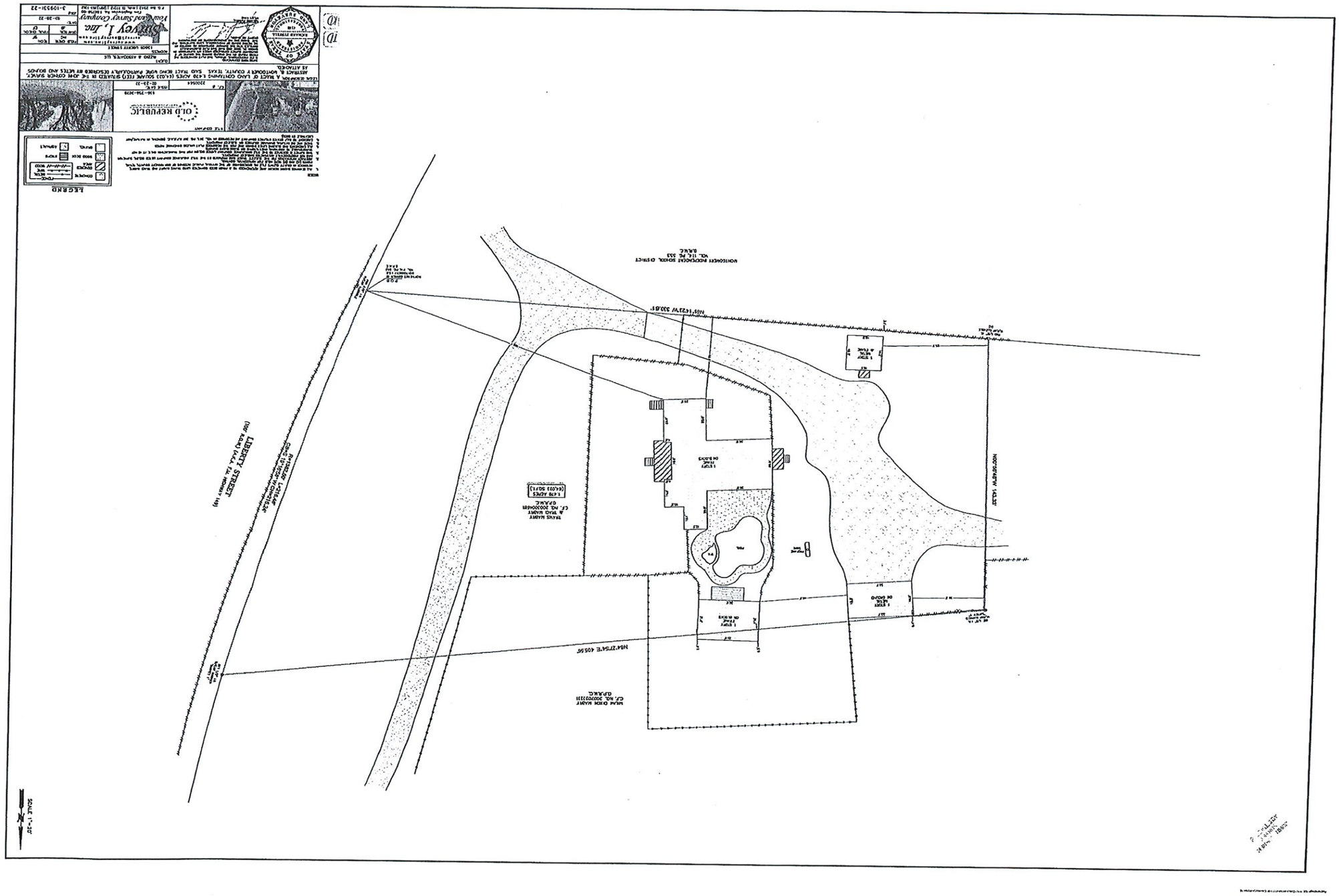
Renovate current building at 13801 Liberty St. for 6-7 single occupant cosmetic suites. Flex space made available for additional cosmetic suite build out or retail space.

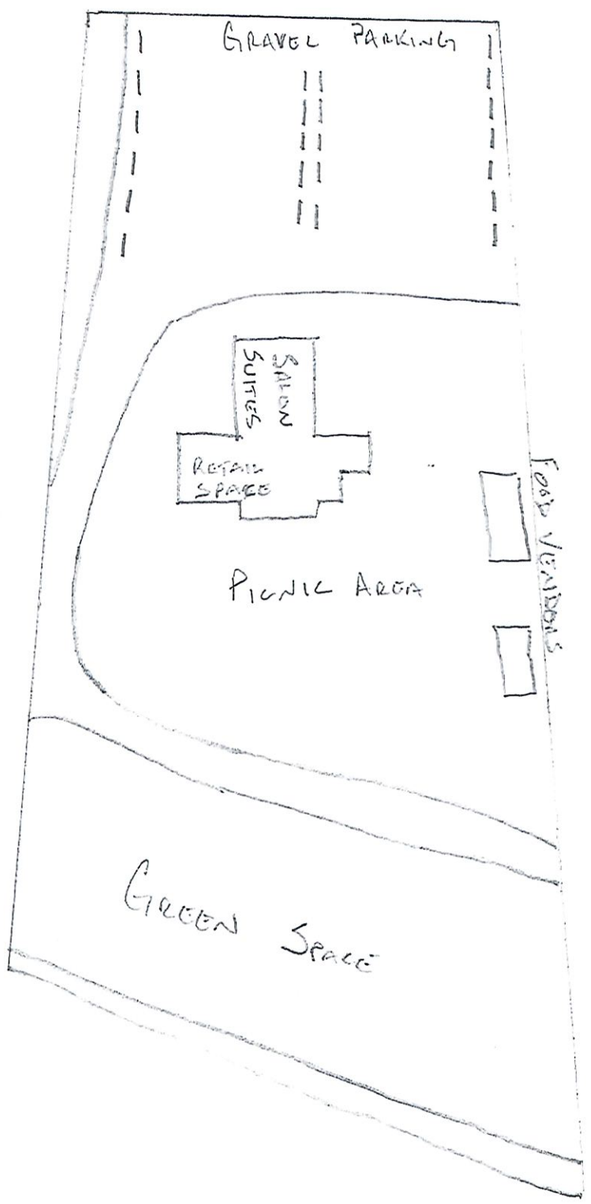
Phase 2:

Provide space for 2-3 food vendors with outdoor seating under the existing mature oak trees; with yard games, and a play area for children.

Phase 3:

Use front of the property "Grass Space" for seasonal vendors around holidays. "Farmer's Market" style.


LIBERTY STREET
(100' wide Public R.O.W.)
SCALE 1"=20'
N
LEGEND
OLD REPUBLIC
SURVEY
Your Land Survey Company
SURVEY 1, Inc.
LAND SURVEYOR
SCALE 1"=20'
N89°16'23"W 330.81'
N89°27'54"E 405.96'
TRAVIS HARRY
A TRACT
CF. NO. 20200048R
OAKAE
(5.478 ACRES)
(64,031 SQ.FT.)
MIKE ORION HARRY
CF. NO. 20070318R
OAKAE
HONEOMEE RESIDENCE SCHOOL DISTRICT
NO. 116 PG 333
BLKE
NORTHEAST CORNER
OF TRACT
NO. 2 PLAT
POB
NORTHEAST CORNER
OF TRACT
NO. 1 PLAT
1 STORY
FRAME
DE 81303
1 STORY
BRICK
& FRAME
DE
1 STORY
BRICK
DE 50010
1 STORY
FRAME
DE 81303
POOL
NORTHWESTERLY CORNER
OF TRACT
NO. 1 PLAT
NORTHWESTERLY CORNER
OF TRACT
NO. 2 PLAT


GRAVEL PARKING
SALON SUITES
RETAIL SPACE
PICNIC AREA
FOOD VENDORS
GREEN SPACE

MONTGOMERY PLANNING AND ZONING COMMISSION AGENDA REPORT

MEETING DATE: June 2, 2026
AGENDA ITEM: 9.
SUBMITTED BY: Chelsea Festervand, WGA Staff
DEPARTMENT: WGA

AGENDA ITEM

Discussion on the Crossing at Montgomery (Dev No. 2403) (the "Project").

RECOMMENDATION

Discussion only.

BACKGROUND

Attached is the updated land plan and previously executed Development Agreement for the proposed Crossing at Montgomery development.

It is our understanding that the Developer would like to amend the development agreement to review the certain roles of design and construction of the required sanitary sewer facilities.

In order to have meaningful discussion on this, we are proposing a workshop with the Developer at a future date. We request the Planning & Zoning Commission provide comments on potential additional amendments they would like discussed.

FISCAL IMPACT

ATTACHMENTS

1. Crossing at Montgomery_
2. Crossing at montgomery presentation

DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF MONTGOMERY, TEXAS AND
MORNING CLOUD INVESTMENTS

This DEVELOPMENT AGREEMENT (the "Agreement") is entered into between MORNING CLOUD INVESTMENTS, LLC, a Texas limited liability company, its successors or assigns ("Developer"), and THE CITY OF MONTGOMERY, TEXAS ("City") to be effective on the date on _____, 2024 (the "Effective Date").

RECITALS

The Developer intends to acquire approximately 86.48 acres (the "Tract"). The Tract will be composed of 45.744 acres of land outside of the corporate limits of the City (the "Tract I") and 40.74 acres of land inside of the corporate limits of the City (the "Tract II"), in Montgomery County, Texas.

The Developer intends to develop the Tract for primarily single-family residential purposes. The Developer represents that the development of the Tract requires the creation of a public improvement district (the "District"), pursuant to and in accordance with the terms, provisions, and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code over the Tract to fund certain public infrastructure, and an agreement with the City will provide for long-term certainty concerning development of the Tract.

The Developer intends to petition the City for voluntary annexation of Tract I into the corporate limits of the City. The City intends to adopt a resolution consenting to the formation of the District over the boundaries of the Tract and also annexing the Tract I into the corporate limits of the City after Developer acquires the Tract I.

The City is a Type A general-law municipality with all powers except those specifically limited by the Constitution and laws of the State of Texas.

The City wishes to provide for the orderly, safe and healthful development of the Tract, and the City and the Developer agree that the development of the Tract can best proceed pursuant to a development agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein as well as other good and valuable consideration, the sufficiency of which is acknowledged by the parties, the City and Developer agree as follows:

ARTICLE I. DEFINITIONS AND EXHIBITS

1.1 Definitions. Unless the context indicates others, the following words as used in this Agreement shall have the following meanings:

City means the City of Montgomery, Texas.

District means a public improvement district, pursuant to and in accordance with the terms, provisions, and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code.

Developer means Morning Cloud Investments, a Texas limited liability company, its successors or assigns.

ESFC means that amount of water or wastewater, as applicable, set by the City that constitutes an Equivalent Single Family connection, which amount may be changed from time to time. At the time of this Agreement, an ESFC of water means 300 gallons per day and an ESFC of wastewater means 200 gallons per day.

Facilities means the water distribution, sanitary sewer collection, transportation and treatment, and storm water collection, detention and drainage systems, roads and improvements in aid thereof, constructed or acquired or to be constructed or acquired by the District to serve lands within its boundaries, and all improvements, appurtenances, additions, extensions, enlargements or betterments thereto, together with all contract rights, permits, licenses, properties, rights-of-way, easements, sites and other interests related thereto.

Parties means the City and the Developer, collectively.

Tract means the 86.45 acres of land to be developed by Developer, as described in **Exhibit A**, and any additional land that may be annexed into the District as approved by the City.

Tract I means the 45.744 acres of land to be annexed by the City upon petition of the Developer, as described in **Exhibit B**.

Tract II means the 40.741 acres of land inside of the corporate limits of the City, as described in **Exhibit C**.

1.2. Exhibits. The following Exhibits attached to this Agreement are a part of the Agreement as though fully incorporated herein:

Exhibit A	Metes and Bounds Description of the Tract
Exhibit B	Metes and Bounds Description of Tract I
Exhibit C	Metes and Bounds Description of Tract II
Exhibit D	Utility Exhibit
Exhibit E	Form of Utility Agreement
Exhibit F	Proposed Thoroughfare - Paving and Traffic Planning

ARTICLE II.
DEVELOPER OBLIGATIONS

Section 2.1. Utilities.

a. *Water, Sanitary Sewer and Drainage Facilities*. Developer agrees that all water, sanitary sewer and drainage facilities to serve the Tract, whether on the Tract or off-site, will be constructed in accordance with the applicable City regulations and ordinances, including the City of Montgomery Code of Ordinances, as amended (the "City Code"). The Developer is responsible for the design and construction of all internal water and sanitary sewer lines and associated facilities and drainage facilities to serve the Tract. The City will provide retail water and sanitary sewer service to customers within the Tract, all in accordance with a Utility Agreement, the form of which is attached hereto as **Exhibit E**. Following acceptance by the City, the water and sanitary sewer infrastructure will be owned, operated, and maintained by the City per normal practice and as described in the Utility Agreement. The City agrees to provide the Tract with its ultimate requirements for wastewater treatment and water capacity in accordance with the Utility Agreement and as further described herein.

b. *Water Supply Facilities*. The parties acknowledge that the Tract will be developed with ultimate water requirements of 55,350 gpd to serve approximately 235 connections. Parties agree that the Developer will develop the Tract in accordance with this Agreement.

    1. The Tract will consist of approximately 235 ESFCs necessitating 55,350 gpd of water capacity. The City agrees that it will have the capacity in its water treatment system to serve the Tract; however, the Developer is required to fund the construction of certain improvements to the City's water supply system in order to provide sufficient pressure for the Tract.

        i. **Water Lines and Connections**. The Developer agrees to connect the 12-inch waterline along Old Dobbins Plantersville Road to the 8-inch waterline along Old Plantersville Road upon the development being built out completely. Additionally, the Developer will be responsible for installing an 8-inch waterline terminating at the most northern point of the Proposed Thoroughfare, attached hereto as **Exhibit F**. These Water Lines and Connections will be constructed in public right of way or easement and to the extent necessary, the Developer will be responsible for acquiring any necessary public right of way required for the construction of the Water Lines and Connections. The Water Lines and Connections will be sized to serve the Tract.

ii. **Funding**. The Developer agrees to cover all costs to design and construct the Water Lines and Connections.

iii. **Timing**. The Developer is responsible for providing engineered plans and specifications for the water distribution system interior to the development and the Water Line and Connections to the City Engineer for review and approval prior to commencing construction, and to obtain all required Planning and Zoning Commission, City Council and development approvals and permits.

iv. **Ownership**. The City will accept such Water Line and Connections for ownership and operation in accordance with the terms of the Utility Agreement subject to a one-year maintenance bond to be enforceable by the City from the contractor.

c. *Wastewater Treatment Facilities*. The parties acknowledge that the Tract will be developed in phases with ultimate wastewater requirements of 36,900 gpd to serve 235 connections. The ultimate alignment of sanitary sewer lines interior to the Tract will depend on the final land plan of the proposed development. Developer agrees to construct an on-site public lift station within the development to serve the Tract, a public force main with multiple feasible routes for ultimate discharge, and a gravity line at a sufficient depth, to be provided by the City Engineer, to serve a portion of the potential development north of the tract to be extended to the northern most point of the proposed thoroughfare. Developers shall place sanitary sewer lines within public utility easements located in public right of way or placed within the public right of way interior to the development and constructed per all applicable City and TCEQ design criteria.

i. **On-Site Public Lift Station**. City agrees to design and construct an on-site public lift station to serve the Tract, as generally shown on **Exhibit D** (the "Lift Station").

ii. **Public Force Main**. City agrees to design and construct a public force main extension (the "Force Main") to serve the Tract along Old Dobbin Plantersville Road and SH 105 discharging at an existing sanitary sewer manhole as shown on **Exhibit D**. The Force Main improvements shall be sized to serve the Tract. The force main running from the lift station to Old Dobbin Plantersville Road is to be designed and constructed by the Developer.

iii. **Upsizing the Existing 8-inch Sanitary Sewer Line**. City agrees to design and construct the upsizing of the existing 8-inch sanitary

sewer line that will accept the flow from the proposed Force Main ("Sanitary Sewer Extension") as shown on **Exhibit D**.

iv. **Funding**. The City will provide the Developer and the District a cost estimate of the engineering and construction costs of the Lift Station, Force Main, and Sanitary Sewer Extension, and upon presentation of such estimate, the Developer agrees to deposit with the City the funds due for design (including preliminary design, design, topographic survey, reimbursable expenses, and bid phase services) of the Lift Station, Force Main and Sanitary Sewer Extension. The City will be responsible for bidding the Lift Station, Force Main, and Sanitary Sewer Extension in accordance with competitive bidding laws. Upon receipt and review of bids, the Developer will deposit the amount of the accepted bid plus 10% contingencies, the estimated cost for construction administration and inspection, construction staking, construction materials testing, and reimbursable expenses with the City. The Developer shall have the right to review all bids received for the construction of the Lift Station, Force Main, and Sanitary Sewer Extension, approve award of the construction contract for the Lift Station, Force Main, and Sanitary Sewer Extension and review and approve all pay estimates and change orders related thereto. The City will keep accurate records of Developer deposits and Lift Station, Force Main, and Sanitary Sewer Extension costs and make such records available for Developer inspection upon request. Within 45 days of City acceptance of the Lift Station, Force Main, and Sanitary Sewer Extension the City shall perform a reconciliation and final accounting and reimburse the Developer any unpaid funds under the construction contract. In the event the City has expended more than the deposit amount, the Developer will reimburse the City for any excess cost. After completion of the one-year warranty and action by City Council to officially end the warranty period, the City shall perform a reconciliation and final accounting within 45 days and reimburse the Developer any unused funds or request additional funds.

v. **Timing.** The Developer is responsible for providing engineering plans and specifications for the sanitary sewer conveyance system interior to the development to the City Engineer for review and approval prior to commencing construction. The Developer is also responsible for obtaining all Planning and Zoning Commission, City Council, and development approvals and required permits.

vi. **Ownership**. The City will accept such Lift Station, Force Main, and Sanitary Sewer Extension for ownership and operation in accordance with the terms of the Utility Agreement subject to a one-year maintenance bond to be enforceable by the City from the contractor.

d. *Impact Fees*. The Developer agrees to pay impact fees for water supply facilities and wastewater treatment facilities ("Impact Fees") in the amount as stated in the City's current adopted Impact Fees, or as may be amended from time to time. The Developer will be assessed and pay Impact Fees at the time of the City's approval of the final plat for each section.

e. *Paving and Traffic*. Per the preliminary land plan submitted by the Developer, the streets are proposed to be public and accepted by the City. The Developer is responsible for providing engineered plans and specifications for the roads interior to the development to the City Engineer for review and approval prior to commencing construction, and to obtain all required Planning and Zoning Commission, City Council, and development approvals and permits. Currently, the preliminary land plan provides for two (2) proposed connections to Old Dobbins Plantersville Road and Old Plantersville Road to provide access to the entire 235-home subdivision. The Developer will need to perform a Traffic Impact Analysis to assess the impact on the City's roadway system and coordinate with Montgomery County on the connection to Old Dobbin Plantersville Road. Per the City and Montgomery County's most recently adopted thoroughfare plan, the current land plan considers the planned extension of Westway Drive. Developer is to construct this extension within the limits of the Tract, as shown on **Exhibit F**. The collector will have a 70-foot dedicated ROW with 36-foot-wide concrete pavement. Finally, the Developer must also provide access to the property adjacent to the north (MCAD Property ID: 270662) due to the property being landlocked if no access is given. Based on the preliminary land use plan provided, this requirement is being fulfilled as shown in **Exhibit F**. Any changes to the land use plan must consider and fulfill this requirement.

f. *Drainage Facilities*. The onsite storm sewer system will be designated public and accepted by the City upon completion of the development. Any detention ponds will remain the responsibility of the Developer. All drainage and detention improvements must be designed per the City's Code of Ordinances requiring compliance with the City's floodplain regulations and all applicable Montgomery County Drainage Criteria Manual Standards. The Developer also agrees to perform and submit a drainage study showing the development's impact on the drainage downstream of the Tract and on adjacent properties. The drainage study must be submitted to the City for review and approval prior to approval of the construction plans. The Developer is responsible for providing engineering plans and specifications for the drainage and detention system interior to the

development to the City Engineer for review and approval prior to commencing construction, and to obtain all required Planning and Zoning Commission, City Council, and development approvals and permits.

Section 2.4. Parks and Open Space Areas. The Developer shall design and construct at least 6 parks and open space areas to total at least 6.8 acres to serve the Tract in accordance with the City Code and any applicable Montgomery County standards. Any park and open space areas will not be accepted by the City but owned and maintained by the District. Developer agrees to design and construct at least 3 detention basins of 8.5 acres with walking trails and park seating. Developer also shall maintain a tree buffer of at least 20 foot width along the railroad for privacy.

Section 2.5. Development Regulations. Developer agrees that the development of the Tract shall be in accordance with the City Code except as to lot size and side yard setback: all platted single-family residential lots within the District may be a minimum of 65 feet wide and 7,800 square feet with a side yard setback of 7.5 feet on adjacent lots on each side of the property line. This Agreement constitutes the City's acceptance of the described variance from its City Code.

ARTICLE III.
DEFAULT AND TERMINATION

Section 3.1. Material Breach of Agreement. It is the intention of the parties to this Agreement that the Tract be developed in accordance with the terms of this Agreement.

a. The parties acknowledge and agree that any substantial deviation by the Developer from the material terms of this Agreement would frustrate the intent of this Agreement, and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the Developer shall be deemed to have occurred in the event of failure of the Developer to comply with a provision of this Agreement or the City Code provisions applicable to the Tract.

b. The parties acknowledge and agree that any substantial deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the City shall be deemed to have occurred in the following instances:

(i) An attempt by the City to dissolve the District without complying with the terms of this Agreement or in violation of the provisions of the Utility Agreement;

(ii) An attempt by the City to delay or limit reimbursement to the Developer in violation of the provisions of this Agreement; or

(iii) An attempt by the City to enforce any provisions of the City Code within the Tract that is inconsistent with the terms and conditions of this Agreement.

In the event that a party to this Agreement believes that another party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article III shall provide the remedies for such default.

Section 3.2. Notice of Developer's Default.

a. The City shall notify Developer in writing of an alleged failure by the Developer to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. Developer shall, within thirty (30) days after receipt of the notice or a longer period of time as the City may specify in the notice, either cure the alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

b. The City shall determine: (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by Developer. The alleged defaulting party shall make available to the City, if requested, any records, documents or other information necessary to make the determination, except to the extent that such information is protected by attorney/client privilege.

c. If the City determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that the failure is excusable, the determination shall conclude the investigation.

d. If the City determines that a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by Developer in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City may pursue any and all remedies it has at law or equity.

Section 3.3. Notice of City's Default.

a. Developer shall notify the City in writing specifying any alleged failure by the City to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. The City shall, within thirty (30) days after receipt of the notice or the longer period of time as Developer may specify in the notice, either cure the alleged failure or, in a written response to Developer, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

b. Developer shall determine: (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured

or will be cured by the City. The City shall make available to the Developer, if requested, any records, documents or other information necessary to make the determination that are subject to the Public Information Act, Chapter 551, Texas Government Code.

c. If Developer determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to Developer, or that the failure is excusable, the determination shall conclude the investigation.

d. If Developer determines a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to Developer, then Developer may pursue any and all remedies it has at law or equity.

Section 3.4. Remedies. In addition to all the rights and remedies provided under the laws of the State of Texas, because of the peculiar damage each party hereto might suffer by virtue of a default by another party, each party shall be entitled to the equitable remedy of specific performance or mandamus, as well as all other legal and equitable remedies available.

ARTICLE VI.
CITY'S CONSENT TO CREATION; VOLUNTARY ANNEXATION; DISTRICT ANNEXATION OF LAND

Section 4.1. (a) Petition for the Establishment of the District. Within ten (10) days of the closing date of Tract I and Tract II, Developer shall submit to the City its petition to establish the District in accordance with Chapter 372.004 and 372.005 of the Texas Local Government Code. The City hereby approves the formation of the District over the Tract. If the Developer fails to submit a petition to the City within thirty (30) days of the closing date of Tract I and Tract II, this Agreement shall terminate and the City shall be released from all obligations under the Agreement.

(b) Following Developer's closing on the Tract and the creation of the District, Developer and the City shall enter into a reimbursement agreement pursuant to which Developer shall develop the Tract and the City shall reimburse Developer for the public water, sewer and drainage facilities and public roads ("Authorized Improvements") to the maximum extent allowed by law ("Reimbursement Agreement").

(c) The reimbursement agreement shall provide that Developer shall be reimbursed solely from assessments levied on the lots developed within the Tract, which assessments shall be levied on a developed lot for a term of 30 years.

(d) The assessment levied on each lot shall be $2,000 per year, including both principal and interest.

(e) Interest in the monies advanced by Developer for the Authorized Improvements shall be equal to the maximum amount allowed under Texas Local Government Code, Section 372.023 (e) 2.

(f) The City acknowledges that the Developer may assign the Reimbursement Agreement to an out of state public facility authority ("PFA"), which may issue its bonds secured by the proceeds from the Reimbursement Agreement. The City consents to such assignment as long as the PFA acknowledges that the PFA is solely allowed to receive the monies otherwise due to Developer pursuant to the Reimbursement Agreement.

Section 4.2. Consent to Annexation of City. Developer shall submit to the City its petition for annexation of Tract I into the corporate limits of the City within ten (10) days of Council approval of the formation of the District. The City hereby annexes Tract I into the corporate limits of the City, and Tract I shall be entitled to all the rights and privileges and bound by all regulations of the City.

Section 4.3. Annexation of Land by District. The District may not annex additional land into the boundaries of the District or serve property outside the boundaries of the District without the consent of the City. In the event land is annexed into the boundaries of the District with the City's consent, the terms of this Agreement shall apply to the annexed land.

ARTICLE V.
DISSOLUTION

Section 5.1. The City and the Developer agree that this Agreement constitutes Developer's petition to dissolve the District under Section 372.011, Texas Local Government Code, and the City is hereby authorized to dissolve the District, in the event that: the Developer does not acquire the Property on or before December 31, 2024. Developer will not oppose the City's dissolution of the District undertaken in accordance with this Agreement, and will cooperate with the City to cause the District to be dissolved.

ARTICLE VI.
MISCELLANEOUS

Section 6.1. Sale of Tract; Assignability. Any agreement by Developer to sell the entirety or any portion of the Tract to a person intending to develop the tract or such portion thereof (a "Successor Developer," whether one or more) and any instrument of conveyance for the entirety or any portion of the Tract to such Successor Developer shall recite and incorporate this Agreement and provide that this Agreement be binding on such Successor Developer. This Agreement is not intended to be, and shall not be, binding on the ultimate purchasers of parcels out of the Tract. This Agreement is assignable upon written notice to the City; such notice of assignment shall be given within 30 days of an assignment and such notice shall include evidence that the assignee has assumed the obligations under this Agreement.

Section 6.2. Force Majeure. In the event a party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this Agreement, it is agreed that on such party's giving notice and full particulars of such force majeure in writing to the other parties as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

The term "force majeure" as used herein shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy or of terrorism, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governments and people, suspension of issuance of permits by environmental agencies outside the control of any party, explosions, breakage or damage to machinery or pipelines and any other inabilities of any party, whether similar to those enumerated or otherwise, and not within the control of the party claiming such inability, which by the exercise of due diligence and care such party could not have avoided.

Section 6.3. Law Governing. This Agreement shall be governed by the laws of the State of Texas, and no lawsuit shall be prosecuted on this Agreement except in a federal or state court of competent jurisdiction.

Section 6.4. No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

Section 6.5. Addresses and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advise (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to another (except bills), must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is deposited. Notice given in any such other manner shall be effective when received by the party to be notified. For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the City, to:

City of Montgomery, Texas

101 Old Plantersville Road
Montgomery, TX 77535
Attention: City Administrator

With a copy to City attorney:

Johnson Petrov LLP
2929 Allen Parkway, Suite 3150
Houston, TX 77019
Attention: Alan P. Petrov

If to the Developer, to:

Morning Cloud Investments, LLC
Attention: Marjorie Cox, Member
P.O. BOX 8262
Spring, Texas 77387-8262

With a copy to:
Coats Rose, P.C.
Attn: Tim G. Green
9 Greenway Plaza, Ste. 1000
Houston, Texas 77046

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify any other address by at least fifteen (15) days' written notice to the other parties.

Section 6.6. Merger and Modification. This Agreement, including the exhibits that are attached hereto and incorporated herein for all purposes, embodies the entire agreement between the parties relative to the subject hereof. This Agreement shall be subject to change or modification only with the mutual written consent of all the parties.

Section 6.7. Severability. The provisions of this Agreement are severable, and if any part of this Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 6.8. Benefits of Agreement. This Agreement is for the benefit of the City and Developer, and shall not be construed to confer any benefit on any other person except as expressly provided for herein.

Section 6.9. Recordation. The City shall record this Agreement and any amendments thereof in the deed records of Montgomery County. In addition, any assignments of this Agreement shall be recorded in the deed records of Montgomery County. This Agreement, when recorded, shall be a covenant running with the land and binding upon the Tract, the parties and their assignees during the term of this Agreement. However, this Agreement shall not be binding upon and shall not constitute any encumbrance to title as to any purchaser of a tract or lot within the Tract who does not intend to resell, subdivide or develop the tract or lot in the ordinary course of business.

Section 6.10. Term. This Agreement shall be in force and effect from the Effective Date and continue for a term of thirty (30) years unless otherwise previously terminated pursuant to some term or condition of this Agreement or by express written agreement by the City and Developer. Upon expiration of thirty (30) years from the Effective Date of this Agreement, this Agreement may be extended upon mutual consent of the Developer and the City.

Section 6.11. Authority for Execution. The City hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Code. The Developer hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of such entity.

Section 6.12. Execution of Agreement by District. After approval of the formation of the District, Developer shall cause the assignment, execution and adoption of the Utility Agreement in the form attached hereto as **Exhibit D** within 30 days after formation of the District.

(Signature Pages to Follow)

Executed by the Developer and the City to be effective on the Effective Date.

MORNING CLOUD INVESTMENTS, LLC,
a Texas limited liability company

By: _____
Name: Marjorie Cox
Title: Member

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this _____ day of _____, 2024, by Marjorie Cox, Member of Morning Cloud Investments, LLC, a Texas limited liability company.

_____
Notary Public, State of Texas

(NOTARY SEAL)

CITY OF MONTGOMERY, TEXAS

_____
Sara Countryman, Mayor

ATTEST:

_____
Deputy City Secretary

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this _____ day of _____, 2024, by Sara Countryman, Mayor, City of Montgomery, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(NOTARY SEAL)

Exhibit A - Metes and Bounds Description of the Tract

(Collectively, Exhibit B and Exhibit C)

Exhibit B – Metes and Bounds of Tract I

Legal description of land:

Being a description of a 45.744 acre (1,992,589 Sq. Ft.) tract of land situated in the Zacharias Landrum Survey, A-22, Montgomery County, Texas. Said 45.744-acre tract being out of a called 55.389 acre tract of land conveyed to Agnes R. Stanley, Trustee, under the Stanley family living trust dated February 10, 1997, as amended Montgomery County Clerk's File (M.C.C.F.) No. 2011092960 Official Public Records of Montgomery County (O.P.R.M.C.), Texas being more particularly described by metes and bounds as follows (With bearing basis being the State Plane Coordinate System, Central Zone no. 4203, NAD 83. The coordinates shown hereon are Grid Coordinates and may be brought to the surface by multiplying the combined scale factor of 1.000069595. All distances are surface distances):

BEGINNING N= 10,133,702.65, E= 3,750,438.47 at a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set at the intersection of the northeast line of a tract of land conveyed to G.C. & S.F. Railroad Company, by deed recorded in Volume 6, Page 530 of the Montgomery County Deed Records (M.C.D.R.) and the south right-of-way line of Old Dobbin Plantersville Road (60' wide) as recorded under M.C.C.F. No. 9401426 of the O.P.R.M.C., Texas, from which a found fence corner post bears North 83 Deg. 45 Min. 25 Sec. West, a distance of 2.38 feet;

THENCE North 51 Deg. 03 Min. 16 Sec. East, with the southeast right-of-way line of said Old Dobbin Plantersville Road, with a northwest line of said 55.389- acre tract and with a northwest line of said tract herein described, a distance of 609.10 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point;

THENCE North 65 Deg. 32 Min. 16 Sec. East, with the southeast right-of-way line of Old Dobbin Plantersville Road, with the northwest line of said 55.389- acre tract and with a northwest line of said tract herein described, a distance of 153.21 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the most westerly northwest corner of said tract herein described;

THENCE South 43 Deg. 36 Min. 11 Sec. East, over and across said 55.389- acre tract and with the northeast line of said tract herein described; a distance of 1,125.26 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the west line of a called 8.81 acre tract of land conveyed to Billy G. Giles by deed recorded in volume 896, page 821, of the Montgomery County Deed Records and for an angle point in an easterly line of said tract herein described;

THENCE South 02 Deg. 35 Min. 44 Sec. East, with the west line of said 8.81- acre tract with an east line of said 55.389 acre tract and with an east line of said tract herein described, a distance of 75.04 feet to a 5/8 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an interior angle point said tract herein described;

THENCE North 70 Deg. 34 Min. 16 Sec. East, with the southeast line of said 8.81- acre tract, with the southeast line of a called 13.05-acre tract conveyed to Billy G. Giles, by deed recorded in Volume 896, Page 825, of the Montgomery County Deed Records, with the south line of a called 34.831-acre tract of land conveyed to Alan Mann, by deed recorded in Montgomery County Clerk's File No, 2006-118991, Film Code No. 194-11-2542, with a northwest line of said 55.389-acre. tract and with a northwest line of said tract herein described, a distance of 860.50 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" set for the north corner of herein described tract, said point being the west corner of a called 9.992 -acre tract of land conveyed to Edward Lopez and Wife, Sonja Lopez by deed recorded in Montgomery County Clerk's File No. 2012107577 of the Official Public Records of Montgomery County, Texas, being the north corner of said 55.389-acre tract, from which a found 2-inch iron pipe bears South 43 Deg. 04 Min. 42 Sec. East, a distance of 0.85 feet;

THENCE South 02 Deg. 45 Min.17 Sec. East, with the west line of said 9.992- acre tract, with the west line of a called 20.019-acre tract conveyed to C.A. Stowe, by deed recorded in Montgomery County Clerk's File No. 9612142, Film Code No. 136-00-0930 of the Official Public Records of Montgomery County, Texas, with the east line of said 55.389-acre tract and with the east line of said tract herein described, a distance of 1,497.73 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG.

HOUSTON, TX" set in the northerly line of said G.C. &S.F. Railroad Company Tract, for the south corner of said 20.019 acre and the south corner of said tract herein described;

THENCE North 75 Deg. 51 Min. 44 Sec. West, with a northeast line of said G.C. & S.F. Railroad tract, with a southwest line of said 55.389- acre tract and with a southwest line of said tract herein described, a distance of 304.50 feet to a set 5/8-inch iron rod with cap stamped ("WEISSER ENG., HOUSTON, **TX")** for an angle point in said tract the herein described;

THENCE North 63 Deg. 06 MM. 44 Sec. West, with a northeast line of said G.C. & S.F. Railroad tract, with a southwest line of said 55.389 acre tract and with a southwest line of said tract herein described, a distance of 271.40 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" set for an angle point;

THENCE North 52 Deg. 53 MM. 44 Sec. West, with a northeast line of said G.C. & S.F. Railroad tract, with a southwest line of said 55.389- acre tract and with a southwest line of said tract herein described, a distance of 244.60 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" set for an angle point;

THENCE North 49 Deg. 42 Min. 44 Sec. West, with a northeast line of said G.C. & S.F. Railroad tract, with a southwest line of said 55.389- acre tract and with a southwest line of said tract herein described, a distance of 2,023.70 feet to the POINT OF BEGINNING and containing 45.744 acres (1,992,589 square feet) of land.

Exhibit C – Metes and Bounds of Tract II

BEING 40.741 ACRES OF LAND SITUATED IN THE ZACHARIAH LANDRUM SURVEY, ABSTRACT NUMBER 22 IN MONTGOMERY COUNTY, TEXAS, AND BEING ALL OF THAT CALLED 11.709 ACRE TRACT (SAVE & EXCEPT 1.000 ACRES) CONVEYED IN DEED TO C.A. STOWE RECORDED UNDER COUNTY CLERK'S FILE NUMBER 9764002 OF THE REAL PROPERTY RECORDS OF MONTGOMERY COUNTY, TEXAS, AND BEING ALL OF THAT CALLED 20.019 ACRE TRACT CONVEYED IN DEED TO C.A. STOWE RECORDED UNDER COUNTY CLERK'S FILE NUMBER 9612142 OF THE REAL PROPERTY RECORDS OF MONTGOMERY COUNTY, TEXAS, AND BEING ALL OF THAT CALLED 10.005 ACRE TRACT CONVEYED IN DEED TO CHARLES A. STOWE & WIFE, FRANCES E. STOWE RECORDED UNDER COUNTY CLERK'S FILE NUMBER 9764002 OF THE REAL PROPERTY RECORDS OF MONTGOMERY COUNTY, TEXAS; SAID 40.741 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL BEARINGS AND COORDINATES REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD 83 (ALL DISTANCE SHOWN ARE GROUND):

BEGINNING at a 1/2 inch iron rod, found for the Northwest corner of said 20.019 acre tract, being the Southwest corner of a called 9.992 acre tract conveyed in deed to Edward Lopez & wife Sonja Lopez recorded under County Clerk's File Number 2012-107577 of the Real Property Records of Montgomery County, Texas, and being in the apparent East line of a called 45.744 acre tract conveyed in deed to Nestor S. Sales & Spouse, Remedios M. Sales recorded under County Clerk's File Number 2016-059780 of the Real Property Records of Montgomery County, Texas, and being the lower Northwest corner of the herein described tract;

THENCE North 68°49'20" East, along the North line of said 20.019 acre tract and South line of said 9.992 acre tract, passing at 426.39 feet and 0.30 feet South a 1 inch iron pipe, found for the apparent Southeast corner of said 9.992 acre tract, being the apparent Southwest corner of a called 10.005 acre tract conveyed in deed to Brian Auld & wife Sonja Auld recorded under County Clerk's File Number 9714597 of the Real Property Records of Montgomery County, Texas, continuing a total distance of 850.78 feet to a 1/2 inch iron rod, found for the Southeast corner of said Auld 10.005 acre tract, being the Southwest corner of said Stowe 10.005 acre tract, and being an interior corner for the herein described tract;

THENCE North 10°40'39" West, along the West line of said Stowe 10.005 acre tract and East line of said Auld 10.005 acre tract a distance of 1,148.51 feet to a 5/8 inch iron rod with cap stamped "Jeff Moon R.P.L.S. 4639", set for the Northwest corner of said Stowe 10.005 acre tract, being the Northeast corner of said Auld 10.005 acre tract, being in the apparent South line of a called 34.831 acre tract conveyed in deed to Alan Mann recorded under County Clerk's File Number 2006-118991 of the Real Property Records of Montgomery County, Texas, and being the Northwest corner of the herein described tract;

THENCE North 70°43'15" East, along the North line of said Stowe 10.005 acre tract and apparent South line of said 34.831 acre tract a distance of 300.00 feet to a 1/2 inch iron rod, found for the Northeast corner of said Stowe 10.005 acre tract, being the Northwest corner of a called 10.005 acre tract conveyed in deed to Jerry D. McHam recorded under County Clerk's File Number 9749498 of the Real Property Records of Montgomery County, Texas, and being the Northeast corner of the herein described tract;

THENCE South 20°26'06" East, along the East line of said Stowe 10.005 acre tract and West line of said McHam 10.005 acre tract a distance of 1,061.37 feet to a 1/2 inch iron rod, found for the Southeast corner of said Stowe 10.005 acre tract, being the Southwest corner of said McHam 10.005 acre tract, being in the North line of said Stowe 20.019 acre tract, and being an interior corner for the herein described tract;

THENCE North 59°04'37" East, along the North line of said Stowe 20.019 acre tract and South line of said McHam 10.005 acre tract passing at 439.98 feet a bent 3/8 inch iron rod, found for the apparent Southeast corner of said McHam 10.005 acre tract, being the apparent Southwest corner of called 7.6417 acre tract conveyed in deed to Carl W. Kiser recorded under County Clerk's File Number 2007-102941 of the Real Property Records of Montgomery County, Texas, continuing a total distance of 658.38 feet to a 1/2 inch iron rod, found for the Northeast corner of said Stowe 20.019 acre tract, being the Southeast corner

of said Kiser 7.6417 acre tract, also being an angle point for a called 12.108 acre tract conveyed in deed to Lonestar Cowboy Church recorded under County Clerk's File Number 2008-057191 of the Real Property Records of Montgomery County, Texas, and being the lower Northeast corner of the herein described tract;

THENCE South 30°55'01" East, along the East line of said Stowe 20.019 acre tract and the Southwest line of said 12.108 acre tract a distance of 435.76 feet to a 1/2 inch iron rod inside a 3/4 inch iron pipe, found for the Southeast corner of said Stowe 20.019 acre tract, being the South corner of said 12.108 acre tract, also being in the North line of said Stowe 11.709 acre tract, and being an interior Corner for the herein described tract;

THENCE North 59°24'55" East, along the Southeast line of said 12.108 acre tract and the Northwest line of said Stowe 11.709 acre tract a distance of 600.56 feet to a 5/8 inch iron rod with cap stamped "Glezman", found for the West corner of a called 1.000 acre tract conveyed in deed to Christopher C. Stowe recorded under County Clerk's File Number 2014-084857 of the Real Property Records of Montgomery County, Texas, and being the Southernmost Northeast corner of the herein described tract;

THENCE South 30°34'15" East, along the West line of said 1.000 acre tract a distance of 199.94 feet to a 5/8 inch iron rod with cap stamped "Glezman", found for the South corner of said 1.000 acre tract, and being an interior corner for the herein described tract;

THENCE North 59°23'12" East, along the South line of said 1.000 acre tract a distance of 216.90 feet to a 5/8 inch iron rod with cap stamped "Glezman", found for the beginning of a curve to the right, being the Southeast corner of said 1.000 acre tract, being in the West Right-of-Way line of Old Plantersville Road (Undetermined right-of-way width), also being in the East line of said Stowe 11.709 acre tract, and being the East corner of the herein described tract;

THENCE with the West Right-of-Way line of Old Plantersville Road and East line of said Stowe 11.709 acre tract, with said curve to the right, having a radius of 388.18 feet, an arc length of 218.94 feet, a delta angle of 32°18'57", a chord bearing of South 02°38'46" East, and chord distance of 216.05 feet to a 5/8 inch iron rod, found for a point of tangency for the said Stowe 11.709 acre tract and for the herein described tract;

THENCE South 36°00'06" West, continuing along the above mentioned line a distance of 371.91 feet to a 1/2 inch iron rod, found for the beginning of a curve to the right for said Stowe 11.709 acre tract and for the herein described tract;

THENCE continuing along the above mentioned line with said curve to the right having a radius of 165.93 feet, an arc length of 70.30 feet, a delta angle of 24°16'31", a chord bearing of South 48°07'03" West, and a chord distance of 69.78 feet to a 1/2 inch iron rod, found for a point of tangency for said 11.709 acre tract and for the herein described tract;

THENCE South 60°16'46" West, continuing along the above mentioned line a distance of 92.79 feet to a 5/8 inch iron rod, found for the beginning of a curve to the left for said Stowe 11.709 acre tract and for the herein described tract;

THENCE continuing along the above mentioned line with said curve to the left having a radius of 226.55 feet, an arc length of 58.83 feet, a delta angle of 14°52'42", a chord bearing of South 52°47'24" West, and a chord distance of 58.66 feet to a 5/8 inch iron rod with cap stamped "Jeff Moon R.P.L.S. 4639", set for the South corner of said Stowe 11.709 acre tract, being in the North line of the residual of Burlington Northern & Santa Fe Railroad conveyed in Volume 3, Page 135 & Volume 6, Page 530 of the Deed Records of Montgomery County, Texas, and being the Southeast corner of the herein described tract;

THENCE along the South line of said Stowe 11.709 acre tract and North line of the residual of Burlington Northern & Santa Fe Railroad with a curve to the left, having a radius of 1,496.19 feet, an arc length of 1,231.91 feet, a delta angle of 47°10'32", a chord bearing of South 86°45'22" West, and a chord

distance of 1,197.41 feet to a 5/8 inch iron rod with cap stamped "Jeff Moon R.P.L.S. 4639", set for a point of compound curvature for said Stowe 11.709 acre tract and the herein described tract;

THENCE continuing along the above mentioned line with said compound curve to the left, having a radius of 2,073.58 feet, an arc length of 73.25 feet, a delta angle of 02°01'27", a chord bearing of South 62°09'21" West, and a chord distance of 73.25 feet to a 5/8 inch iron rod with cap stamped "Jeff Moon R.P.L.S. 4639", set for the point of termination for said compound curve and for the West corner of said Stowe 11.709 acre tract, being in the South line of said Stowe 20.019 acre tract, and being a corner of the herein described tract;

THENCE with the South line of said Stowe 20.019 acre tract and North line of the residual of the Burlington Northern & Santa Fe Railroad the following courses and distances:

1. South 57°03'00" West, a distance of 18.84 feet to a 5/8 inch iron rod with cap stamped "Jeff Moon R.P.L.S 4639", set for an angle point for said Stowe 20.019 acre tract and the herein described tract;
2. North 32°31'58" West, a distance of 50.20 feet to a 5/8 inch iron rod with cap stamped "Jeff Moon R.P.L.S 4639", set for an angle point for said Stowe 20.019 acre tract and the herein described tract;
3. South 60°19'44" West, a distance of 400.00 feet to a 5/8 inch iron rod with cap stamped "Jeff Moon R.P.L.S 4639", set for an angle point for said Stowe 20.019 acre tract and the herein described tract;
4. South 70°48'44" West, a distance of 300.00 feet to a 5/8 inch iron rod with cap stamped "Jeff Moon R.P.L.S 4639", set for an angle point for said Stowe 20.019 acre tract and the herein described tract;
5. South 81°23'44" West, a distance of 200.00 feet to a 5/8 inch iron rod with cap stamped "Jeff Moon R.P.L.S 4639", set for an angle point for said Stowe 20.019 acre tract and the herein described tract;
6. North 88°31'30" West, a distance of 295.00 feet to a 5/8 inch iron rod with cap stamped "Jeff Moon R.P.L.S 4639", set for the Southwest corner for said Stowe 20.019 acre tract, being the Southeast corner of said Sales 45.744 acre tract, and for the Southeast corner of the herein described tract;

THENCE North 02°46'49" East, along the West line of said Stowe 20.019 acre tract and the East line of said Sales 45.744 acre tract, a distance of 285.10 feet, back to the **POINT OF BEGINNING** and containing 40.741 acres of land, based on the survey and plat prepared by Jeffrey Moon and Associates, Inc., dated September 19, 2024.

Exhibit D – Utility Exhibit

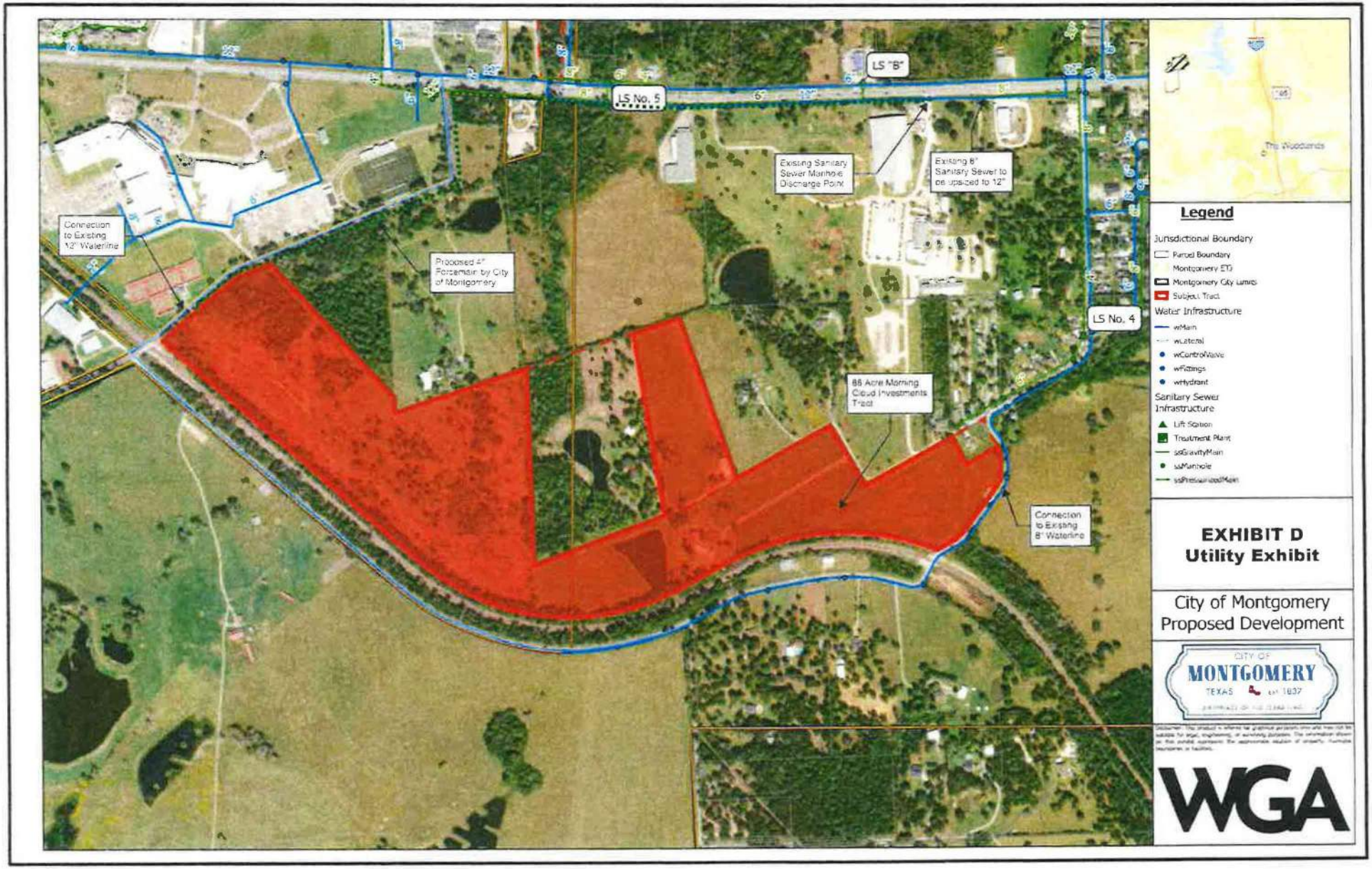

LS "B"
LS No. 5
LS No. 4
Existing Sanitary Sewer Manhole Discharge Point
Existing 8" Sanitary Sewer to be upsized to 12"
Connection to Existing 12" Waterline
Proposed 4" Forcemain by City of Montgomery
88 Acre Morning Cloud Investments Tract
Connection to Existing 8" Waterline
The Woodlands
Legend
Jurisdictional Boundary
Parcel Boundary
Montgomery ETJ
Montgomery City Limits
Subject Tract
Water Infrastructure
wMain
wLateral
wControlValve
wFittings
wHydrant
Sanitary Sewer Infrastructure
Lift Station
Treatment Plant
ssGravityMain
ssManhole
ssPressurizedMain
EXHIBIT D
Utility Exhibit
City of Montgomery
Proposed Development
CITY OF
MONTGOMERY
TEXAS
WGA

Exhibit E - Form of Utility Agreement

FORM OF UTILITY AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

THIS AGREEMENT is made and entered into as of the date herein last specified, by and between the CITY OF MONTGOMERY, TEXAS (the "City"), a Type A general-law municipality located in Montgomery County, Texas, and MORNING CLOUD INVESTMENTS, LLC, a Texas limited liability company ("Developer")

WITNESSETH:

WHEREAS, under the authority of Chapter 791, Texas Government Code and Section 552.001, Texas Local Government Code, the City and the Developer may enter into an agreement under the terms of which the Developer will acquire for the benefit of, and for ultimate conveyance to, the City, the Facilities needed to provide utility service and roads to lands being developed within the District and the City; and

WHEREAS, the City and the Developer have determined that they are authorized by the Constitution and laws of the State of Texas to enter into this Agreement and have further determined that the terms, provisions and conditions hereof are mutually fair and advantageous to each; NOW, THEREFORE;

AGREEMENT

For and in consideration of these premises and of the mutual promises, obligations, covenants and benefits herein contained, the District and the City contract and agree as follows:

ARTICLE I
DEFINITIONS

The capitalized terms and phrases used in this Agreement shall have the meanings as follows:

"City Code" shall mean the Code of Ordinances adopted by the City, as amended from time to time.

"City Administrator" shall mean the City Administrator of the City.

"Development Agreement" shall mean that certain Development Agreement, dated _____, 2024, between the City and Morning Cloud Investments, LLC, a Texas limited

company, as may be amended from time to time.

"District" means a public improvement district, pursuant to and in accordance with the terms, provisions, and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code.

"ESFC" means that amount of water or wastewater, as applicable, set by the City that constitutes an Equivalent Single Family connection, which amount may be changed from time to time. At the time of this Agreement, an ESFC of water means 300 gallons per day and an ESFC of wastewater means 200 gallons per day.

"Facilities" means the water distribution, transportation and treatment, and storm water collection, detention and drainage systems, roads and improvements in aid thereof, constructed or acquired or to be constructed or acquired by the District to serve lands within its boundaries, and all improvements, appurtenances, additions, extensions, enlargements or betterments thereto, together with all contract rights, permits, licenses, properties, rights-of-way, easements, sites and other interests related thereto.

"Parties" shall mean the City and the Developer, collectively.

ARTICLE II
DESCRIPTION, DESIGN, FINANCING AND CONSTRUCTION OF THE FACILITIES

2.01. Facilities. The Facilities shall be designed and constructed in compliance with all applicable requirements and criteria of City regulations and ordinances. All plans and specifications for the Facilities shall be submitted to the City for approval prior to construction and advertising for bids. The plans and specifications shall be prepared in accordance with the applicable provision of the City Code, as they may be amended from time to time.

2.02. Water Distribution and Supply Facilities. The City shall provide the District with its ultimate requirements for water production supply of 55,350 gpd to serve approximately 235 ESFCs. The Developer agrees to connect the 12-inch waterline along Old Dobbins Plantersville Road to the 8-inch waterline along Old Plantersville Road upon the development being built out completely (the "Water Line and Connections"). Additionally, the Developer will be responsible for installing an 8-inch waterline terminating at the most northern point of the Proposed Thoroughfare. The Water Line and Connections will be constructed in public right of way or easement and to the extent necessary, the Developer will be responsible for acquiring any necessary public right of way required for the construction of the Facilities. The Water Line and Connections will be sized to serve the Tract. The Developer agrees to cover all costs to design and construct the Water Line and Connections. The Developer is responsible for providing engineered plans and specifications for the water distribution system interior to the development and the Water Line and Connections to the City Engineer for review and approval prior to commencing construction, and to obtain all required Planning and Zoning Commission, City Council and development approvals and permits. The City will accept such Facilities for ownership and

operation in accordance with the terms of the Utility Agreement subject to a one-year maintenance bond to be enforceable by the City from the contractor.

2.03. Impact Fees. The Developer agrees to pay impact fees for water supply facilities and wastewater treatment facilities ("Impact Fees") in the amount as stated in the City's current adopted Impact Fees, or as may be amended from time to time. The Developer will be assessed and pay Impact Fees at the time of the City's approval of the final plat for each section based on the number of connections in such plat.

2.04. Paving and Traffic. Per the preliminary land plan submitted by the Developer, the streets are proposed to be public and accepted by the City. The Developer is responsible for providing engineered plans and specifications for the roads interior to the development to the City Engineer for review and approval prior to commencing construction, and to obtain all required Planning and Zoning Commission, City Council, and development approvals and permits. Currently, the preliminary land plan provides for two (2) proposed connections to Old Dobbins Plantersville Road and Old Plantersville Road to provide access to the entire 235-home subdivision. The Developer will need to perform a Traffic Impact Analysis to assess the impact on the City's roadway system and coordinate with Montgomery County on the connection to Old Dobbin Plantersville Road. Per the City and Montgomery County's most recently adopted thoroughfare plan, the current land plan considers the planned extension of Westway Drive. Developer is to construct this extension within the limits of the Tract as defined in Exhibit F of the Development Agreement. The collector will have a 70-foot dedicated ROW with 36-foot-wide concrete pavement. Finally, the Developer must also provide access to the property adjacent to the north (MCAD Property ID: 270662) due to the property being landlocked if no access is given. Based on the preliminary land use plan provided, this requirement is being fulfilled. Any changes to the land use plan must consider and fulfill this requirement. The streets will be conveyed to the City upon final completion and subject to final acceptance by the City.

2.05 Drainage Facilities. The onsite storm sewer system will be designated public and accepted by the City upon completion of the development. Any detention ponds will remain the responsibility of the Developer. All drainage and detention improvements must be designed per the City's Code of Ordinances requiring compliance with the City's floodplain regulations and all applicable Montgomery County Drainage Criteria Manual Standards. The Developer also agrees to perform and submit a drainage study showing the development's impact on the drainage downstream of the Tract and on adjacent properties. The drainage study must be submitted to the City for review and approval prior to approval of the construction plans. The Developer is responsible for providing engineering plans and specifications for the drainage and detention system interior to the development to the City Engineer for review and approval prior to commencing construction, and to obtain all required Planning and Zoning Commission, City Council, and development approvals and permits.

2.06 Parks and Recreational Facilities. The Developer shall design and construct at least 6 parks and open space areas to total at least 6.8 acres to serve the Tract in accordance with the City Code and any applicable Montgomery County standards. Any park and open space areas will not be accepted by the City but owned and maintained by the District. Developer agrees to design and construct at least 3 detention basins of 8.5 acres with walking trails and park seating. Developer

also shall install a tree buffer of at least 20-foot width along the railroad for privacy.

2.07 Minor Modifications. Minor modifications to the District's utility plan are authorized under this Agreement upon review and approval of the City Administrator, or its designee, and no amendment to this Agreement is required. A minor modification would include, but is not limited to, an adjustment or relocation of public utility infrastructure if approved by the City Administrator or its designee; or any modification that is an elaboration, refinement or clarification of this Agreement and deemed to be a minor modification by the City Administrator.

ARTICLE III
OWNERSHIP, OPERATION AND MAINTENANCE OF FACILITIES

3.01. Ownership by the City. As the Facilities are completed and become operational, the District shall convey the same to the City, free and clear of all encumbrances.

3.02. Operation by the City. As the Facilities are completed, representatives of the City shall inspect the same and, if the City finds that the same has been completed in accordance with the approved plans and specifications, the City will accept the same, whereupon such portion of the Facilities shall be operated and maintained by the City at its sole expense as provided herein. In the event that the Facilities have not been completed in accordance with the approved plans and specifications the City will immediately advise the Developer in what manner the infrastructure does not comply, and the District shall immediately correct the same; whereupon the City shall again inspect the Facilities and accept the same if the defects have been corrected. During the term of this Agreement, the City will operate the Facilities and provide retail water and sanitary sewer service to all users within the District without discrimination. The City shall at all times maintain the Facilities or cause the same to be maintained, in good condition and working order and will operate the same, or cause the same to be operated, in an efficient and economical manner at a reasonable cost and in accordance with sound business principles in operating and maintaining the Facilities, and the City will comply with all contractual provisions and agreements entered into by it and with all valid rules, regulations, directions or orders by any governmental administrative or judicial body promulgating the same.

3.03. Rates and Meters. The City shall bill and collect fees from District customers of the water and wastewater system and shall from time to time fix such rates and charges for such customers of the system as the City, in its sole discretion, determines are necessary; provided that the rates and charges for services afforded by the system will be equal and uniform to those charged other similar classifications of users in the City. All water and wastewater revenues from the District customers shall belong exclusively to the City. The City shall be responsible for providing and installing any necessary meters for the individual customers.

3.04. Tap Fees / Connection Charges. Notwithstanding anything in the City Code to the contrary, the City will impose a charge for tap fees or connections to the water and wastewater system at a rate to be determined from time to time by the City, provided the charge is equal to the sums charged other City users for comparable connections, and the connection charges shall belong exclusively to the City.

ARTICLE IV
REMEDIES IN EVENT OF DEFAULT

The parties hereto expressly recognize and acknowledge that a breach of this Agreement by either party may cause damage to the non-breaching party for which there will not be an adequate remedy at law. Accordingly, in addition to all the rights and remedies provided by the laws of the State of Texas, in the event of a breach hereof by either party, the other party shall be entitled but not limited to the equitable remedy of specific performance or a writ of mandamus to compel any necessary action by the breaching party. In the event that a party seeks a remedy as provided in this Article or any monetary damages as otherwise provided in this Agreement, the breaching party shall be required to pay for the non-breaching party's attorneys fees and court costs.

ARTICLE V
MISCELLANEOUS PROVISIONS

5.01. Force Majeure. In the event either party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused, to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and the full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence.

5.02. Approvals and Consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution or order adopted by the governing body of the appropriate party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

5.03. Address and Notice. Unless otherwise provided in this Agreement, any notice to be given under this Agreement shall be given in writing and may be given either by depositing the notice in the United States mail postpaid, registered or certified mail, with return receipt requested; delivering the notice to an officer of such party; or sending the notice by prepaid telegram, when appropriate. Notice deposited by mail in the foregoing manner shall be effective the day after the day on which it is deposited. Notice given in any other manner shall be effective only when received by the party to be notified. For the purposes of notice, the addresses of the parties shall be as follows:

If to the City, to:

City of Montgomery, Texas
101 Old Plantersville Road
Montgomery, TX 77535
Attention: City Manager

With a copy to City attorney:

Johnson Petrov LLP
2929 Allen Parkway, Suite 3150
Houston, TX 77019
Attn: Alan P. Petrov

If to the Developer, to:

Morning Cloud Investments, LLC
Attention: Marjorie Cox, Member
P.O. BOX 8262
Spring, Texas 77387-8262

With a copy to:
Coats Rose, P.C.
Attn: Tim G. Green
9 Greenway Plaza, Ste. 1000
Houston, Texas 77046

The parties shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice of such change to the other party.

5.04. Assignability. This Agreement may not be assigned by either except upon written consent of the other party

5.05. No Additional Waiver Implied. The failure of either party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other party.

5.06. Reservation of Rights. All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

5.07. 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 parties.

5.08. Merger. This Agreement embodies the entire understanding between the parties and there are no representations, warranties or agreements between the parties covering the subject matter of this Agreement other than the Consent Resolution between the City and the District. If any provisions of the Consent Resolution appear to be inconsistent or in conflict with the provisions of this Agreement, then the provisions contained in this Agreement shall be interpreted in a way which is consistent with the Consent Resolution.

5.09. Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

5.10. Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

5.11. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

5.12. Term and Effect. This Agreement shall remain in effect until the earlier to occur of (i) the dissolution of the District by the City or (ii) the expiration of thirty (30) years from the date hereof.

[EXECUTION PAGES FOLLOW.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this ____ day of _____ 2024.

THE CITY OF MONTGOMERY, TEXAS

_____
Mayor

ATTEST/SEAL:

_____
City Secretary

MORNING CLOUD INVESTMENTS, LLC, a Texas limited liability company

By: _____
Name: Marjorie Cox
Title: Member

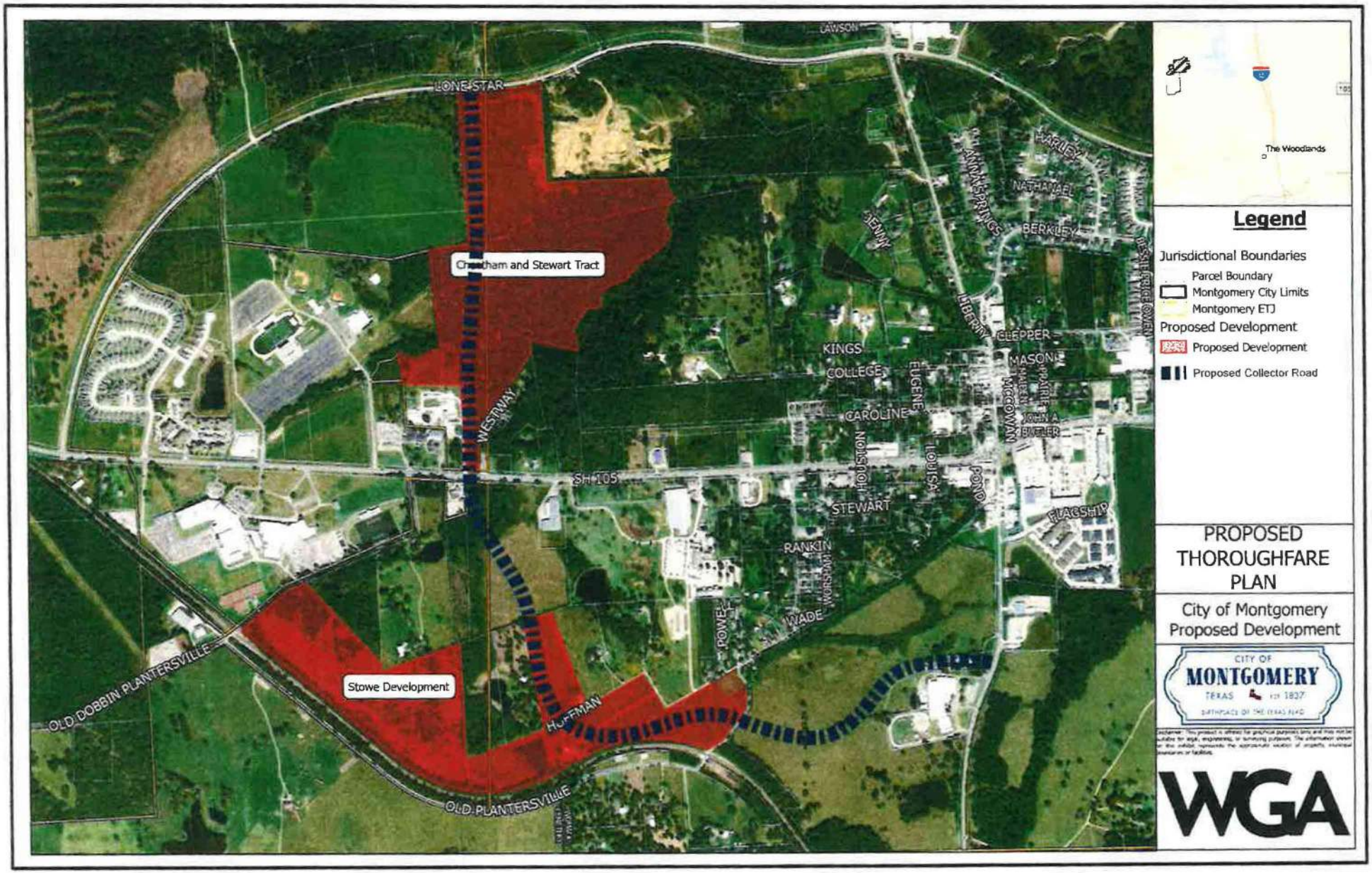
STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this _____ day of _____, 2024, by Marjorie Cox, Member of Morning Cloud Investments, LLC, a Texas limited liability company.

_____
Notary Public, State of Texas

(NOTARY SEAL)

Exhibit F - Proposed Thoroughfare - Paving and Traffic Planning


LAWSON
LONE STAR
Cheatham and Stewart Tract
Stowe Development
WESTWAY
KINGS
COLLEGE
CAROLINE
EUGENE
LOUISA
POND
STEWART
RANKIN
WORSHAM
WADE
POWELL
HUFFMAN
SH 105
OLD DOBBIN PLANTERSVILLE
OLD PLANTERSVILLE
JENNY
ANNA SPRINGS
LIBERTY
CLEPPER
MASON PRAIRIE
HARLEY
NATHANAEL
BERKLEY
BESSIE RIDGE OWEN
JOHN A. BUTLER
FLAGSHIP
The Woodlands
Legend
Jurisdictional Boundaries
Parcel Boundary
Montgomery City Limits
Montgomery ETJ
Proposed Development
Proposed Development
Proposed Collector Road
PROPOSED THOROUGHFARE PLAN
City of Montgomery
Proposed Development
CITY OF MONTGOMERY
TEXAS
EST 1837
BIRTHPLACE OF THE TEXAS FLAG
WGA

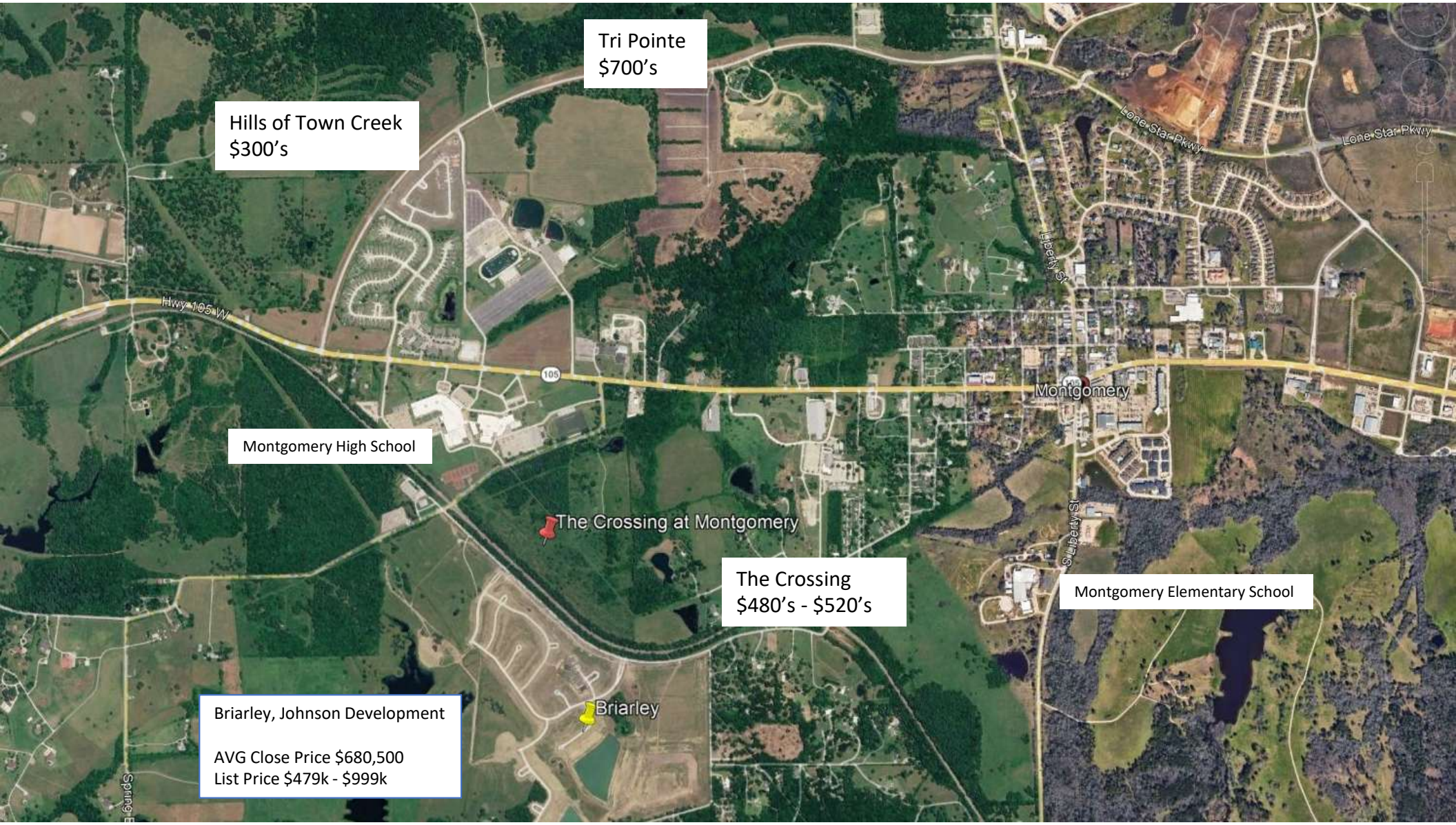
The Crossing at Montgomery

DEVELOPMENT UPDATE

NATIONAL LAND REALTY

THE CROSSING AT MONTGOMERY

The Crossing at Montgomery and local area



The Crossing at Montgomery

- Planned development of 86-acres between Old Dobbin Road and Huffman Street.
- The property consists of two tracts with one undeveloped and used for agricultural purposes and the second property currently improved as a residential homestead.
- The developer proposes improvements of 235 residences valued at $480,000-$520,000.
- The result is a tax value to the City of Montgomery, MISD, Montgomery County, MOCO Hospital District, and Emergency Services District of $112M-$122M.
- The timeline includes final plan review and approval, six months of construction for Section 1 (of three sections), and three years of homebuilding for an anticipated completion of the subdivision in 2030.
- Prior city council workshop drove the following details:
  - Lot size 65 x 120 and 65 x 130.
  - Side yard setbacks 7.5’.
  - Landscape Reserve of 20’ along property boundary adjacent to railroad right of way for tree buffer.
  - Amenities (in the planning stage) will include walking trail, playground, sports field, either half-basketball court or pickleball courts.

Development Variables

COMPLETED

DEVELOPMENT AGREEMENT as of October 8, 2024.

- Approved tracts of 86.45 acres, lot size variance, water supply facilities, wastewater treatment facilities, streets, parks, improvement district, annexation of land.

PUBLIC IMPROVEMENT DISTRICT (PID) created by Resolution 2025-06 on February 25, 2025.

- Public Improvement District (PID) to reimburse investments to construct public infrastructure that will be designed to City standards and accepted into inventory as City of Montgomery assets.

AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES as of March 11, 2025.

- Provision of City of Montgomery utilities and capacity for development.

FORM OF UTILITY AGREEMENT as of March 11, 2025.

- Capacity of utilities for 235-unit development.

ANNEXATION ORDINANCE as of March 11, 2025.

- Approved annexation of 46 acres into city limits.

Development Variables

STATUS OF PLAT AND PLANS:

- Engineer submitted plans to City consulting engineer, WGA, in July 2025 with comments returned.
- Engineer presented drainage study and plans for detention and stormwater maintenance to City with pending plans.
- After Escrow Deposit is paid to City, the plat will be submitted for review and approval and final plan review and approval.

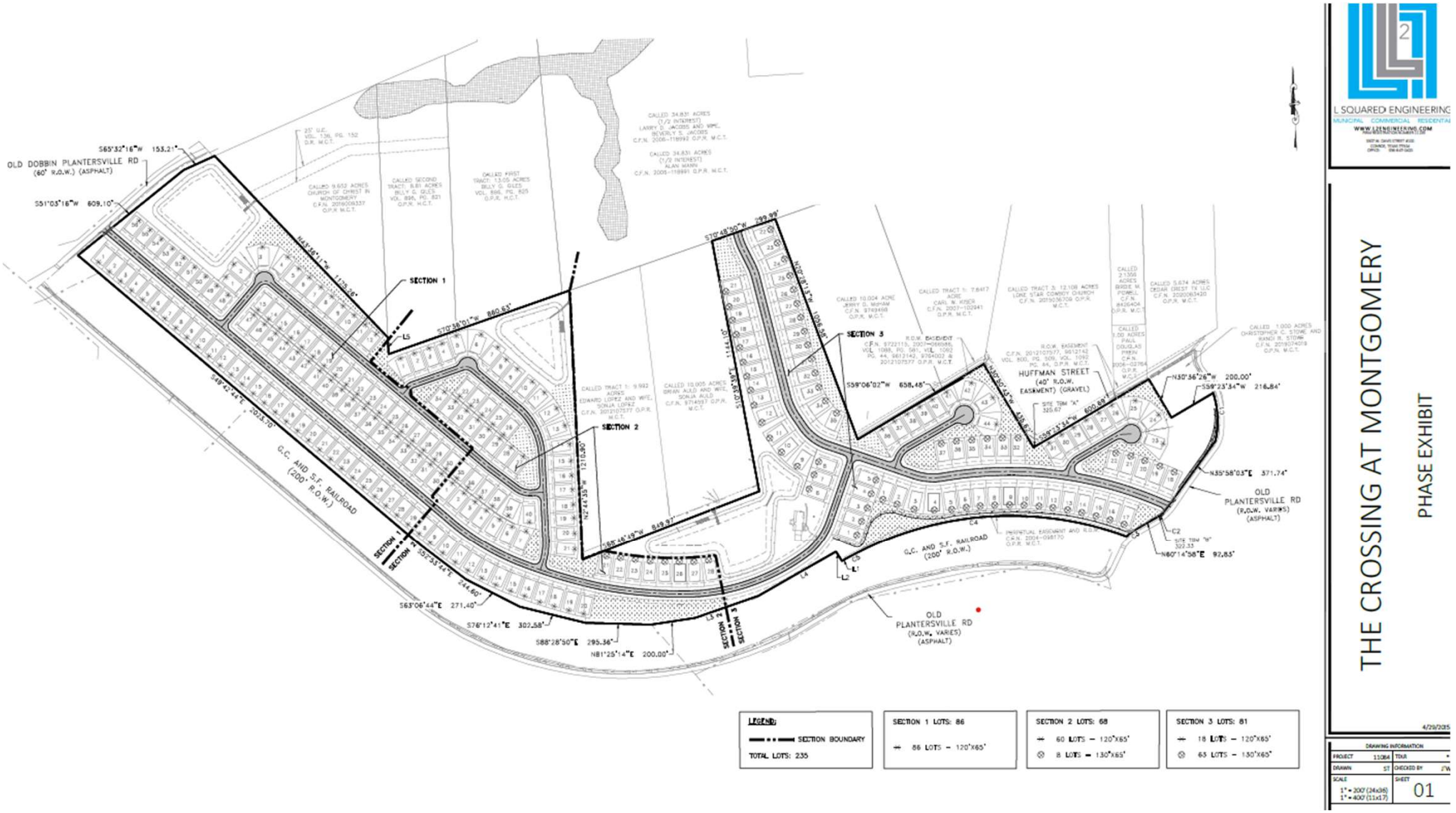
PENDING

- Payment of Escrow Fee for City plan review and legal expenses.
- Design of lift station and off-site utilities to start in May.
- Submission of Final Plat in May-June.
- Engineer submittal of final plans for review in July after review comments in June.
- City Council approval of plans in August.
- Development Permit granted in September.
- Start construction in September.
- Lots completed in February 2027.

Development Variables

DEVELOPER REQUEST

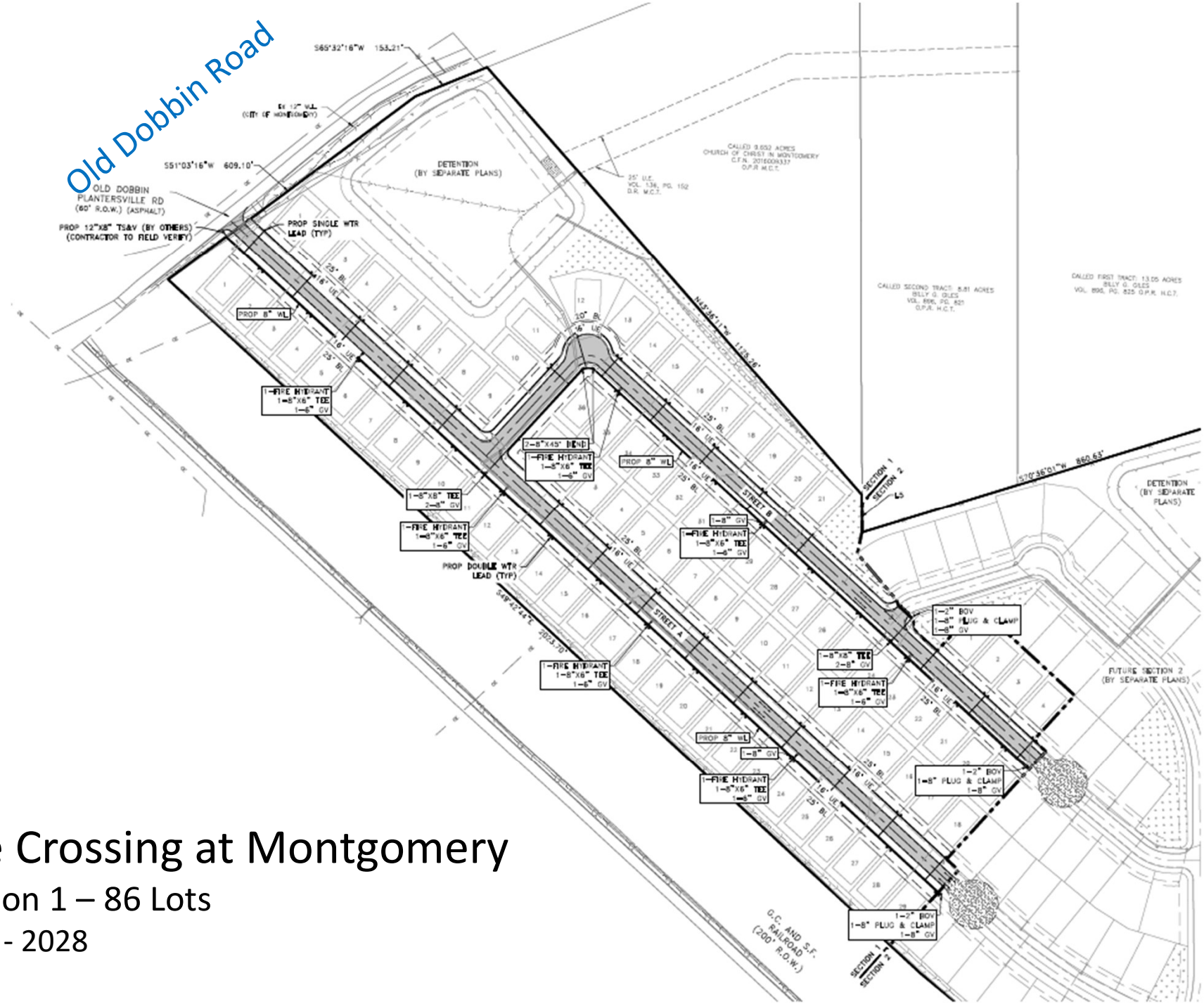
- Amend Development Agreement to allow developer's engineer to design and construct the on-site lift station while the City's engineer designs and constructs improvements to the City sanitary sewer line to expand the 8" pipe to 12" on Highway 105.
- This division of responsibility will reduce the overall timeline.
- Amend the DA to allow for potential pump & haul agreement to meet homebuilder timeline.



The Crossing at Montgomery

Land Plan – 235 Lots

Sections 1, 2, and 3



The Crossing at Montgomery

Section 1 – 86 Lots

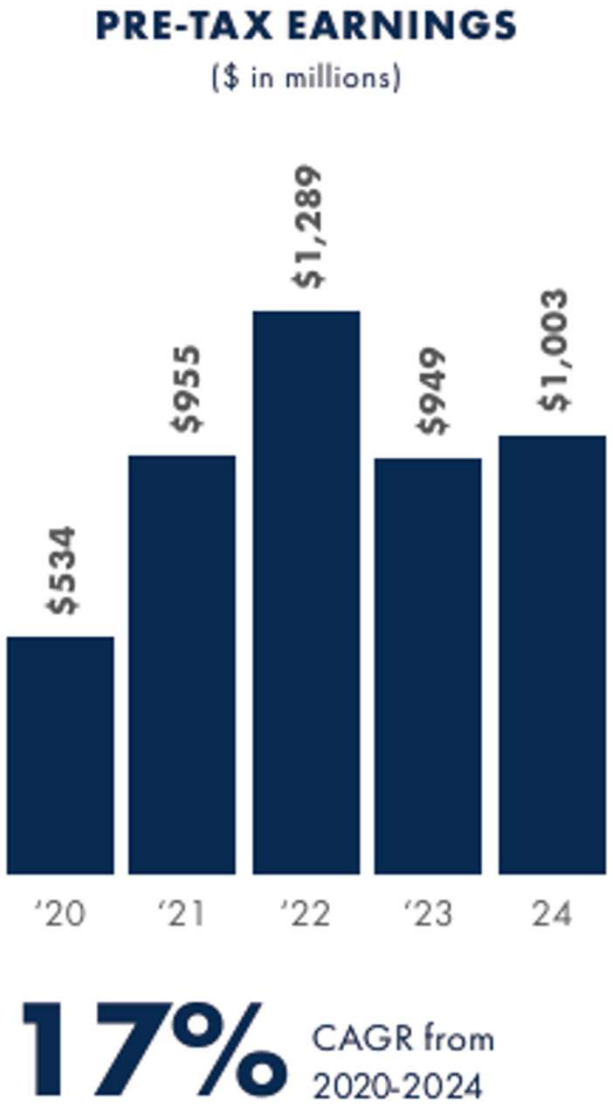
2026 - 2028

Meritage Homes

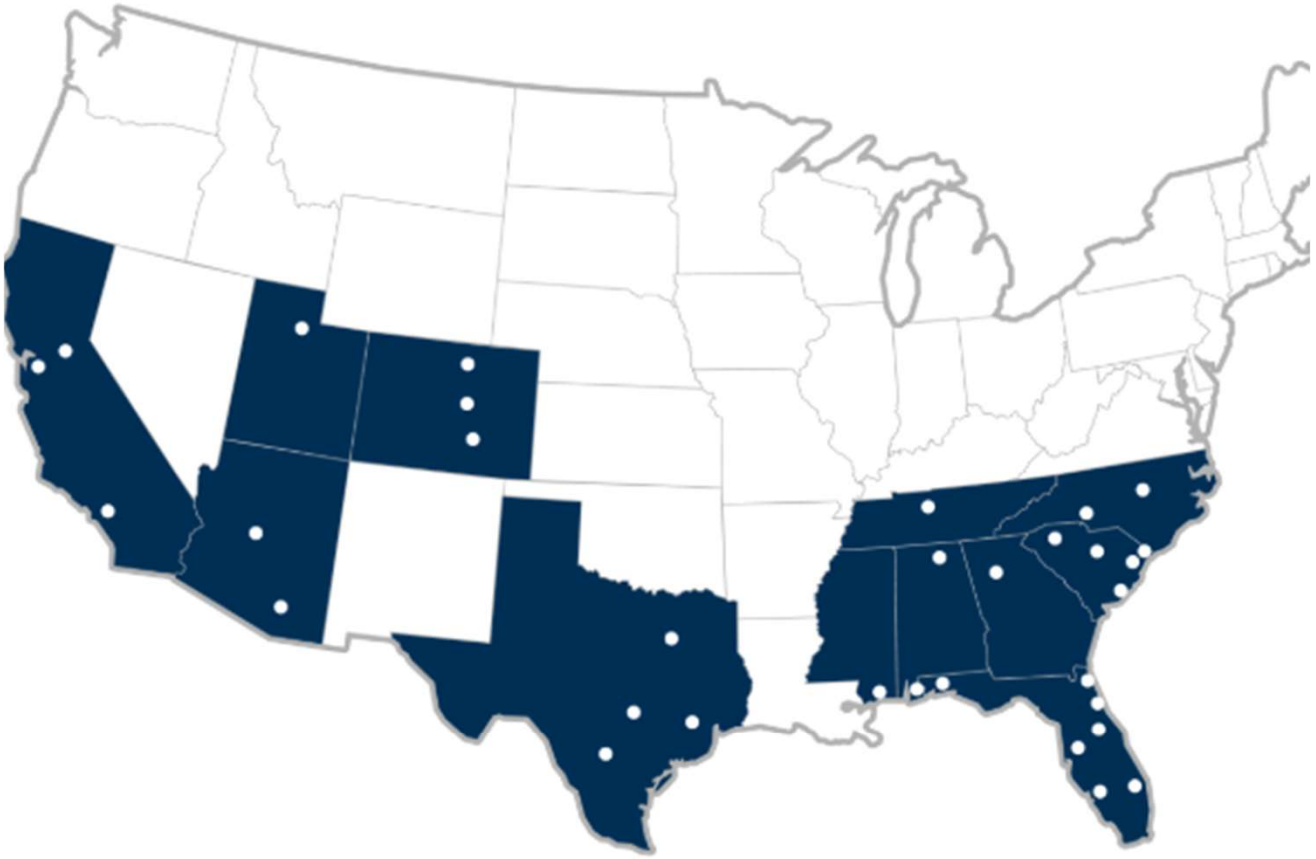
Company Profile

Meritage is the fifth-largest public homebuilder in the United States, based on homes closed in 2024. The Company offers energy-efficient and affordable entry-level and first move-up homes. Operations span across Arizona, California, Colorado, Utah, Texas, Alabama, Florida, Georgia, Mississippi, North Carolina, South Carolina and Tennessee.

Meritage has delivered over 210,000 homes in its 40-year history, and has a reputation for its distinctive style, quality construction, and award-winning customer experience. The Company is an industry leader in energy-efficient homebuilding, an eleven-time recipient of the U.S. Environmental Protection Agency's (EPA) ENERGY STAR® Partner of the Year for Sustained Excellence Award and Residential New Construction Market Leader Award, as well as a four-time recipient of the EPA's Indoor airPLUS Leader Award.



Meritage's Broad Geographic Footprint



Our three reportable homebuilding segments are as follows:

West: Arizona, California, Colorado, and Utah

Central: Texas

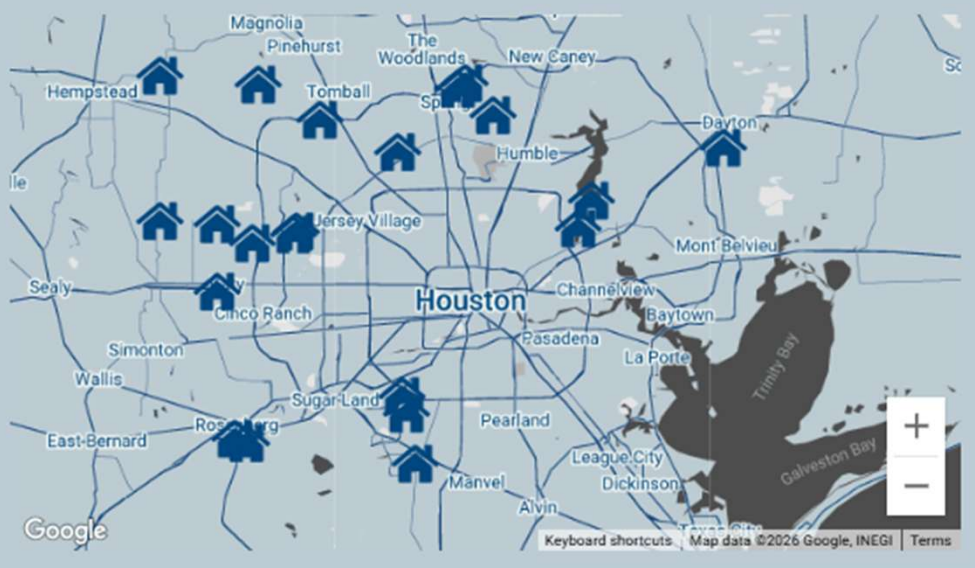
East: Alabama, Florida, Georgia, Mississippi, North Carolina, South Carolina, and Tennesse

Long Lake Ltd.

Quality Houston Communities

Since 1997, Long Lake Ltd. has delivered over 29,000 high-quality new homes, earning the distinction of being Greater Houston's largest privately-owned homebuilder. Our independent status allows us to provide personalized service, backed by the stability and resources you can count on.

Our commitment to quality craftsmanship is reflected in 25 desirable communities throughout Greater Houston—each thoughtfully designed to fit a variety of lifestyles. Whether you're buying your first home, growing your family, or right-sizing for a new chapter, your perfect Long Lake home is ready to welcome you.



Unmatched Selection

Long Lake Builds Options

Models	Floor Plans	Communities	Inventory	Delivered
4	40	22	416	29,000+

Why we're one of Houston's top

Home Builders

We Build the Best Value into New Home Construction

Our goal is to give every client a dream home with outstanding value and unmatched quality. We want to build you the best home at the best price. That's how we've built a reputation as the best home builder for value throughout Houston.

A Home Builder Committed to Customers

Long Lake is the area's largest privately-owned home builder, so we have the resources and industry relationships to build top-quality homes at incredible prices.

New Homes + Great Locations = More for Your $

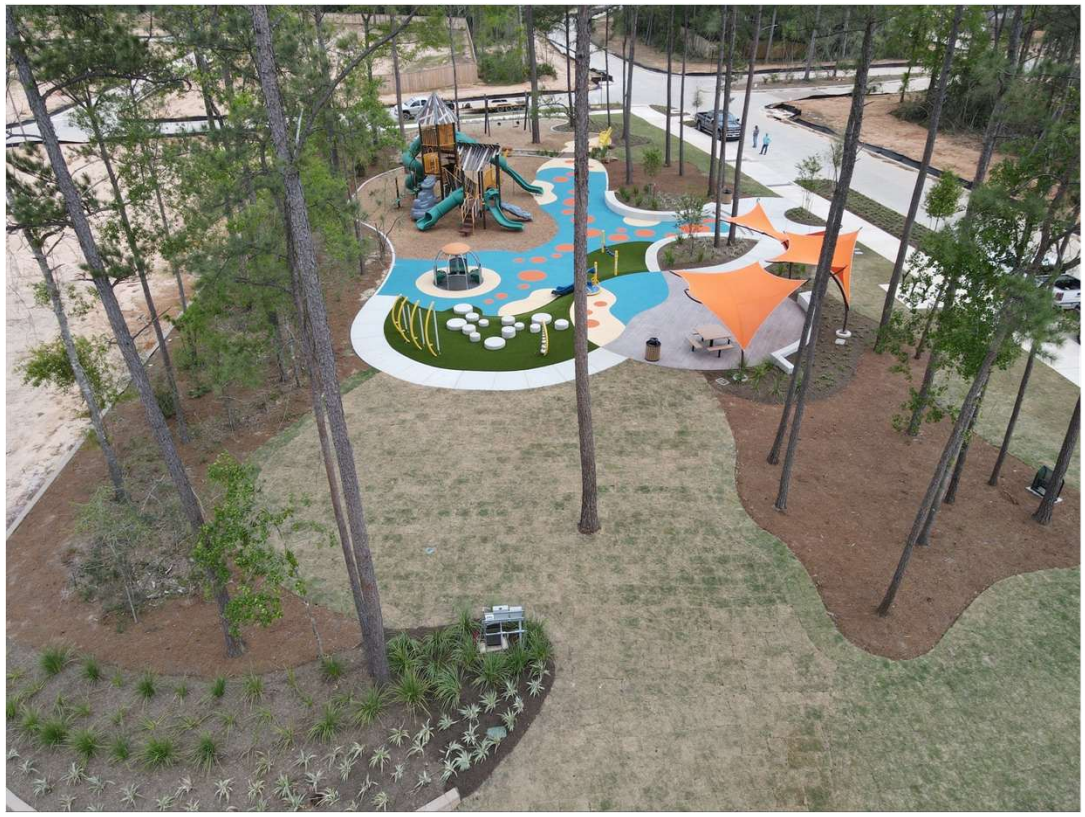
As a locally owned home building company, we have served home buyers in the Houston-area since 1997. We understand the dynamics of the Houston housing market.

Focused Exclusively on New Home Building

Our team tracks regional and national real estate trends. We understand where to acquire the best land/property. Then, we apply decades of experience in residential real estate development to get you more home for your money.

The Crossing at Montgomery
Development Features & Amenities

- 235 Lots
- Typical Lot Dimension
  65’ x 120’ and 65’ x 130’.
- Side yard building line 7.5’.
- Community covenants with minimum square footage of residences at 2,400 SF.
- Three detention basins with walking trails and park seating and seven park/open space areas of 15 acres combined.
- Landscaping Reserve of 20’ as tree buffer along the railroad for privacy. Combined with the railroad right of way, the depth of existing tree coverage ranges from 60’ to 90’ for most lots.



Example of Community Park.

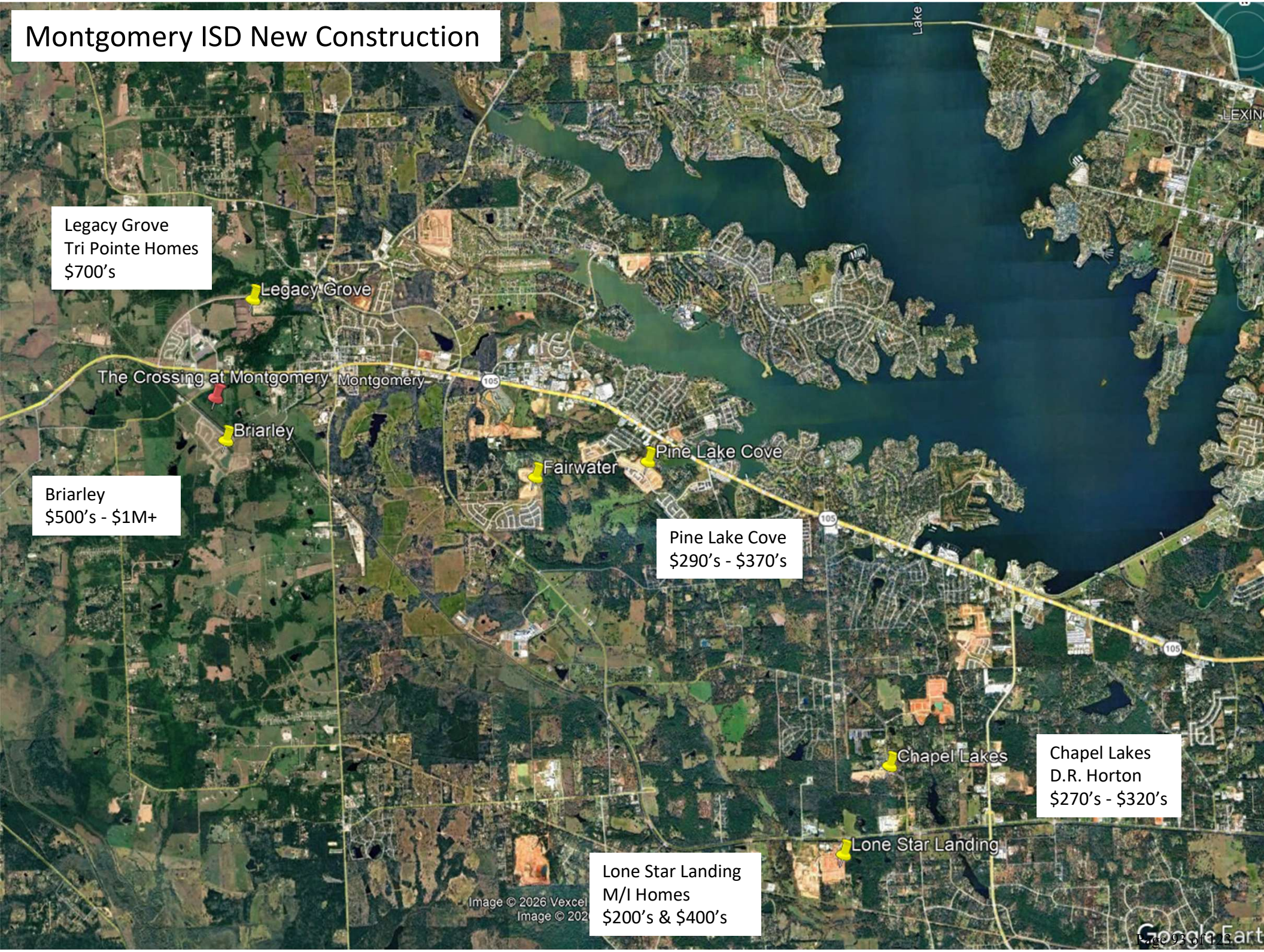
Current Status & Major Milestones

• Feasibility Commenced	December 2023
• City Council Workshop	January 2024
• WGA Completion of Capacity Study	April 2024
• Ordinance for Development Agreement	August 2024
• Land Plan Approved	August 2024
• Close of Escrow	December 2024
• City Council Resolutions completed	March 2025
• Final Construction Documents	May 2026
• Start of Construction	September 2026
• City Certification	February 2027
• Release of Lots	March 2027

Public Improvement District (PID)

- The design and construction of public improvements are funded by the developer of the residential subdivision and includes connection to and improvements of existing city infrastructure. Upon completion of the improvements, and final inspection and acceptance of the public improvements by the City, the developer will convey all rights to the improvements to the City or homeowner's association as applicable
- The assessment is the reimbursement to the developer to construct public utilities per statute and codified in the Development Agreement. The area within the PID covered by the Service and Assessment Plan will be developed as single family residential. The Plan designates the public improvements required for the growth and development of the land within the PID.
- The public improvements included in the Plan will confer a special benefit to properties within the Public Improvement District and will consist of the construction of water lines, sanitary sewer lines, storm sewers, paving, parks, public landscaping, recreational amenities, erosion control, contingency provisions, engineering services, financing costs, and administrative and legal services for the PID.
- Design and construction of all Public Improvements will be performed to City specifications, and all construction shall be bid as required by the City. The Plan will be reviewed annually in accordance with the provisions of Chapter 372 of the Local Government Code and will include a review of the budgets, expenditures and revenues of the District.

Montgomery ISD New Construction



Developer

- Partnership between real estate developer Marjorie Cox and general contractor Vance Bridges.
- Cox leads a family residential development company with a 40-year history of land development in Galveston County and Montgomery County. The firm developed Stewart Hill in Montgomery with tax assessed value of $9M and Canyon Creek in Conroe with $40M in assessed value. Prior developments in Galveston County include over 400 lots with improvement value of $100M.
- Bridges owns Solid Bridge Construction in Walker County formed in 2003 to provide construction services including general contracting, negotiating, and complete project management with a strong commitment to quality and safety while respecting the environment and its limited resources.
- The Crossing at Montgomery is the third development over five years for this team with over 400 lots for improvement value in excess of $225M in Montgomery County and Walker County.

Waverly Place

New Waverly, TX

Development ongoing

115 Lots
$60M Value

Canyon Creek
Conroe, Texas

Development completed

Sections 2, 3, 4
135 Homes
$48M Value

Questions?

Thank you…

MONTGOMERY PLANNING AND ZONING COMMISSION AGENDA REPORT

MEETING DATE: June 2, 2026
AGENDA ITEM: 10.
SUBMITTED BY: Corinne Tilley, Development Services Director
DEPARTMENT: Development Services

AGENDA ITEM

Consideration and possible action regarding a proposed 12' x 15' addition to the front facade of an existing single-family dwelling located at 901 College Street, in the Historic Preservation District.

RECOMMENDATION

Staff recommends that the Planning and Zoning Commission review the proposed 12' x 15' addition in consideration of the Historic Preservation Design Guidelines and Section 98-347 of the City of Montgomery Code of Ordinances, and make a determination regarding compatibility with the character and cohesiveness of the Historic Preservation District.

If the Commission approves the request, staff suggests the following possible conditions of approval:
1. Building permit and applicable trade permit applications shall be submitted, reviewed, and approved by the City prior to beginning any construction or site work on the property.
2. The addition shall be constructed in accordance with the plans approved by the Planning and Zoning Commission.
3. Any modifications to the exterior design, façade materials, roof form, architectural detailing, window configuration, or color palette following Commission approval shall require additional review and approval by the Planning and Zoning Commission.
4. The applicant shall comply with all applicable City ordinances, building codes, zoning regulations, and Historic Preservation District design guidelines.
5. Verification of compliance with applicable setback requirements shall be provided at the time of building permit application through submission of a complete site plan prepared to scale.
6. Exterior materials, roofing materials, windows, doors, and architectural features shall remain compatible with the existing structure.
7. Any additional exterior lighting, mechanical equipment, or utility improvements associated with the addition shall be screened or located in a manner compatible with the Historic Preservation District and subject to City review.

BACKGROUND

The applicant and property owner, Jordan Reddell, is proposing a 12' x 15' addition to the front facade of an existing single-family dwelling located at 901 College Street, in the Historic Preservation District. The owner is also proposing the removal of a tree located in the front yard to accommodate the proposed addition.

The property is subject to the Historic Preservation Ordinance and adopted design guidelines.

City of Montgomery Code of Ordinances Reference:
Sec. 98-347. Approval for alteration or new construction within historic preservation districts or affecting historic landmarks. No person shall carry out any exterior construction, reconstruction, alteration, restoration, rehabilitation, demolition, or relocation of any historic landmark or any property within an historic preservation district, nor shall any person make any material change to other exterior elements visible from a public right-of-way which will affect the appearance and cohesiveness of any historic landmark or any property within an historic preservation district without receiving approval from the planning and zoning commission. New construction within an historic preservation district or on property designated as an historic landmark, or buildings or structures moved onto a property within an historic preservation district or onto property designated as an historic landmark will be subject to and in accordance with the design guidelines for the city.

Findings:
Per the Historic Preservation Design Guidelines:
Additions to a main building are permitted only on the side and rear facades, except that a porch may be added to the front façade if such addition is consistent with the architectural style and period of the building. Other exceptions may be reviewed by the Planning and Zoning Commission.

Staff finds that the existing residence is not identified as a historic structure; however, the property is located within the Historic Preservation District and is therefore subject to review for compatibility with the surrounding district.

Based on the submitted elevations and application materials, the proposed addition appears to be compatible with the existing structure in terms of general shape, roof form, façade materials, detailing, and color. The proposed roof materials are similar to the existing structure, and the façade materials are consistent with the original residence. No changes are proposed to the existing front entrance or porch area.

The Commission may consider whether the proposed addition remains proportionally balanced with the existing front and side façades, including the relationship and placement of windows, doors, sidelites, shutters, and other architectural elements.

Note: a site plan was not submitted with the application; therefore, compliance with applicable setback requirements cannot be verified at this time.

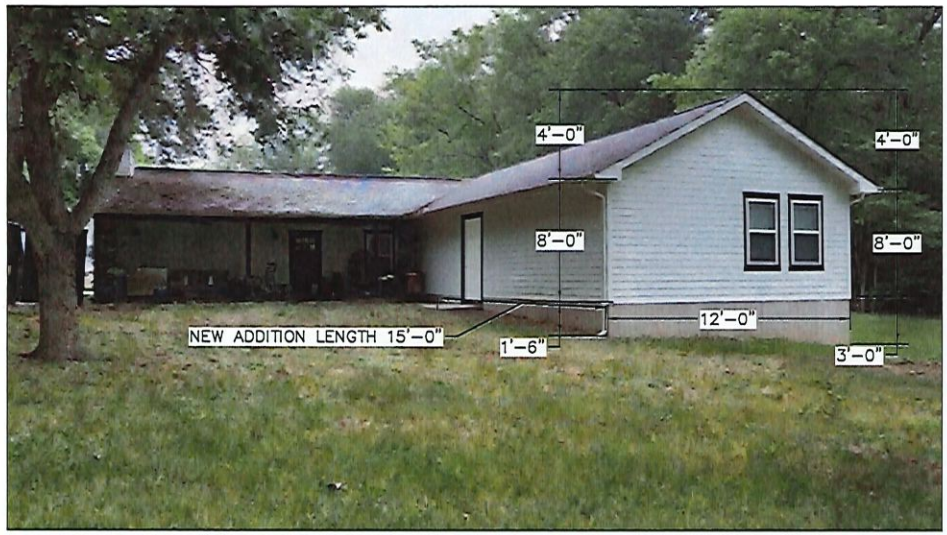
The Commission may consider this in its evaluation of the request.

FISCAL IMPACT

ATTACHMENTS

1. 2026 06 02 901 College St supporting docs

PROPOSED ADDITION ELEVATIONS



EXISTING HOUSE ELEVATIONS

For Information

DRAWING NO.	DESCRIPTION
	REFERENCE DRAWINGS
	CONFIDENTIAL

REV.	DATE	DESCRIPTION	DRWN	CHK'D	APR'D
0	05/26/2026	ISSUE FOR INFORMATION	TC	MM	KS

REVISIONS

TALLHORSE

ESTRADA
SITE LAYOUT
ELEVATIONS

DRAWN BY: TC | DATE: 05/26/2026 | SCALE: NTS
PROJ. NO: | DWG. NO: 91022-R00 | REV: 0

MONTGOMERY PLANNING AND ZONING COMMISSION AGENDA REPORT

MEETING DATE: June 2, 2026
AGENDA ITEM: 11.
SUBMITTED BY: Corinne Tilley, Development Services Director
DEPARTMENT: Development Services

AGENDA ITEM

Consideration and possible action regarding a request for a special use permit for a financial institution with two drive-through lanes at the south east corner of Eva Street and FM 2854 (Corner John, TRACT 2-B, ACRES 1.188).

RECOMMENDATION

Based on the findings, staff recommends that the Commission recommend approval to the City Council for a request for a Special Use Permit for the development of a new financial institution featuring two drive-through lanes.

BACKGROUND

Location: south east corner of Eva Street and FM 2854 (Corner John, TRACT 2-B, ACRES 1.188)
Zoning: B - Commercial

The B-Commercial zoning district is designated for a wide range of business uses within enclosed areas as well as the other uses provided for in the zoning code (Sec. 98-178).

The proposed use in the development of the property is a financial institution with two drive-through lanes.

References:
Zoning Code Sections 98-1, 98-27, 98-88, 98-179, 98-286
2020 Comprehensive Plan

Section 98-88(a), which outlines the table of permitted and special uses, does not specifically list a financial institution with drive-through or drive-up services as a permitted use.

Section 98-88(b): Any use not specifically permitted in this table or in the use regulations of each district set out below shall require a Special Use Permit (see Section 98-27, Special Use Permits)."

While it's not specifically listed, there are two permitted uses in the table that may be considered most similar in nature to a financial institution: "Offices (professional)" and "Loan office." However, because a financial institution with drive-through or drive-up services is not specifically identified, it would, require a Special Use Permit in accordance with Section 98-88(b).

Please note that the drive-through and drive-up services are accessory to the principal use of the financial institution. According to the definition of "Accessory Use" in Section 98-1, these services are subordinate to or customarily incidental to and located on the same lot occupied by the principal use. Therefore, including these services within the scope of this Special Use Permit is consistent with the intent of the zoning ordinance.

Findings:
Effect of the proposed use on the comprehensive plan and on the character and development of the neighborhood:
According to the 2020 Comprehensive Plan, Chapter 3 Land Use Planning, Development Recommendations indicates promoting infill. Infill development encourages a more efficient investment in infrastructure because it encourages growth where there is existing infrastructure. This finding is met.

While the Comprehensive Plan doesn't specifically address the need for financial institutions within the city, the proposed bank aligns with the Plan's broader goals in promoting economic viability and supporting a diverse commercial base. As a use that would serve local residents and nearby communities, it complements the character and development pattern of the commercial district by enhancing access to essential financial services.

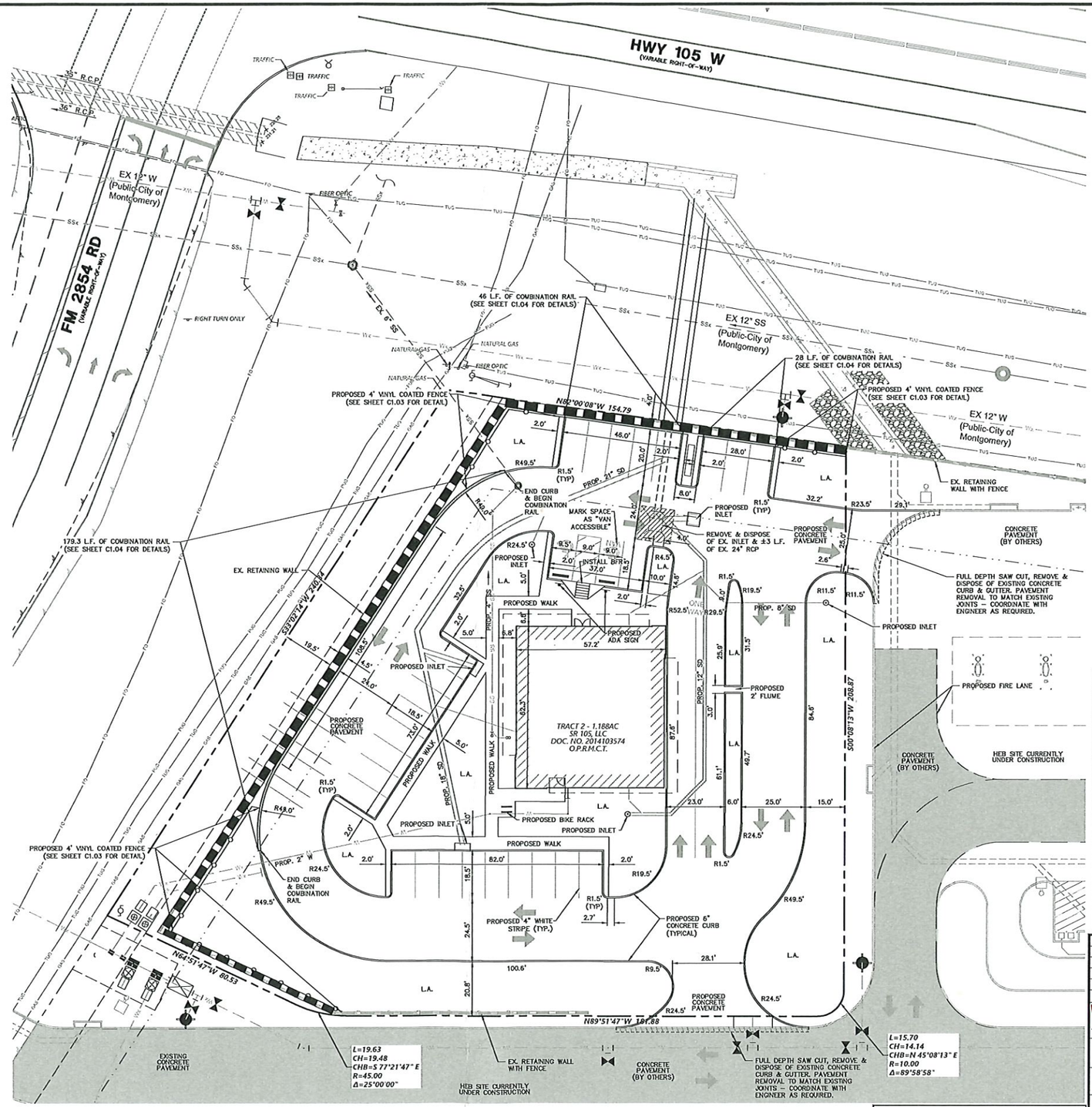
The layout of the bank's drive-through lanes appears to indicate that vehicle stacking is contained within the property, with no encroachment into the public right-of-way. Internal circulation appears to support safe vehicle maneuvering and pedestrian walkability for customer site safety.

Please note: Final confirmation of stacking capacity, circulation patterns, and pedestrian safety will be subject to detailed evaluation during the formal engineering review process.

FISCAL IMPACT

ATTACHMENTS

1. 2026 06 02 Wells Fargo SUP application
2. 2026 06 02 Wells Fargo SUP site plan



NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:

TEXAS 811	1-800-344-8377
ATMOS GAS	972-881-4161
TXU ELECTRIC DELIVERY	1-800-711-9112
CITY OF MONTGOMERY	936-597-6437
CITY OF MONTGOMERY WATER DEPT.	936-597-6434

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION.

N

0 10 20 40 60

GRAPHIC SCALE IN FEET

LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- ROAD CENTER LINE
- BUILDING SETBACK LINE
- BACK OF CURB LINE
- EXISTING STORM DRAIN
- EXISTING SEWER LINE
- EXISTING WATER LINE
- PROPOSED WATERLINE
- PROPOSED SEWER LINE
- PROPOSED STORM LINE
- PROPOSED FIRELANE

L.A. LANDSCAPE AREA
TYP TYPICAL
BFR BARRIER FREE RAMP

NOTES:
1. ALL DIMENSIONS ARE TO BACK OF CURB, FACE OF WALL, FACE OF BUILDING, CENTER OF STRIPING, OR PROPERTY LINE UNLESS OTHERWISE NOTED.
2. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR BUILDING AND DUMPSTER ENCLOSURE LAYOUT AND DESIGN.
3. REFER TO LANDSCAPE PLANS FOR FENCE AND HARDSCAPE LAYOUT AND DESIGN.
4. ALL MECHANICAL EQUIPMENT, DUMPSTERS, ROOFTOP UNITS, ETC SHALL BE SCREENED IN COMPLIANCE WITH THE ZONING ORDINANCE.
5. ALL LIGHTING SHALL COMPLY WITH THE ZONING ORDINANCE.
6. ALL PROPOSED RAMPS TO FOLLOW THE ARCHITECTURAL BARRIERS TEXAS ACCESSIBILITY STANDARDS (TAS).

BENCHMARKS

CITY BENCHMARK #1 – 3" BRASS DISK IN CONCRETE STAMPED "HCL3" LOCATED ±1020' WEST OF THE INTERSECTION OF HWY 105 & FM 2854/LONESTAR PKWY, ON THE SOUTH SIDE OF HWY 105. FROM THE END OF THE GUARDRAIL ±64' WEST FROM EDGE OF CONCRETE, WHICH IS 105 ITSELF, 6.6' SOUTH. EAST ±43' FROM "HISTORICAL MARKER" SIGN. FIBER OPTIC POST IN VICINITY, MARK BEING NNW ±42' FROM POST.
ELEVATION = 239.70

BM #2 – 5/8" CAPPED IRON ROD "CONTROL" SET APPROXIMATELY 80' SOUTH OF THE CONCRETE PAVEMENT OF HIGHWAY 105 W, 32' NORTHEAST OF A 14" LIVE OAK TREE, AND 860' EAST OF THE ASPHALT PAVEMENT OF FM 2854.
ELEVATION = 260.42

CITY BENCHMARK #7 – 3" BRASS DISK IN CONCRETE WITH A 6"x5/8" IRON REBAR DRIVEN INTO IT. MARK IS LOCATED IN THE CENTER OF MONTGOMERY ON THE SOUTH SIDE OF HWY 105. MARK IS IN FRONT (NORTH) OF GAS PUMPING AREA THAT RESIDES IN FRONT (NORTH) OF BROOKSHIRE BROTHERS GROCERY STORE, AS WELL AS ACROSS HWY 105 (SOUTH) FROM "THE OLDE SCHOOL HOUSE". IN THE CENTER (EAST/WEST) AND FAVORING THE SOUTH SIDE OF GRASS ISLAND THAT IS MADE FROM TWO (2) ENTRANCES THAT LEAD INTO BROOKSHIRE BROTHERS OFF OF HWY 105. IN ISLAND ARE HEDGES. MARK LIES BETWEEN TWO (2) HEDGES, AND ±3' NORTH OF BACK OF CURB.
ELEVATION = 291.77

PRELIMINARY
FOR REVIEW PURPOSES ONLY
NOT TO BE USED FOR: CONSTRUCTION OR BIDDING PURPOSES.
Engineer: ARLIN W. SWEDLOW, P.E.
P.E. No.: 95877
Date: 03-23-2026
Westwood

City of Montgomery City Engineer Signature Block

CITY OF MONTGOMERY, CITY ENGINEER DATE
SIGNATURE VALID FOR ONE (1) YEAR

TBPELS. ENGINEERING FIRM NO. 11756
TBPELS SURVEYING FIRM NO. 10074301

NO.	DATE	REVISION

Westwood
Westwood Professional Services, Inc.
11000 FRISCO STREET, SUITE 400
FRISCO, TX 75033
T:469.213.1800
westwoodps.com

SG DESIGN, LLC.

WELLS FARGO – MONTGOMERY

SITE PLAN

CITY OF MONTGOMERY, MONTGOMERY COUNTY, TEXAS

DESIGN	DRAWN	REVIEWER	SCALE	DATE	FILE	SHEET No.
AWS	WTW	HML	1"=20'	MARCH 2026		C1.01

WELLS FARGO – MONTGOMERY

WPS PROJECT NO. 0078193.00

Last Saved By: WTWilson
Last Saved On: 3/17/2026 9:34 AM
Plot Date/Time: 3/23/2026 11:20 AM
File: N:\0078193\Design\Civil\Sheets\0078193-C-Site

MONTGOMERY PLANNING AND ZONING COMMISSION AGENDA REPORT

MEETING DATE: June 2, 2026
AGENDA ITEM: 12.
SUBMITTED BY: Corinne Tilley, Development Services Director
DEPARTMENT: Development Services

AGENDA ITEM

Consideration and possible action regarding a request for a special use permit for an existing indoor children's play business including a proposed expansion of approximately 900 square feet into a contiguous vacant suite at 15363 Summit Park Drive, Suite 204.

RECOMMENDATION

Based on the findings, staff supports the Planning and Zoning Commission recommendation for approval to the City Council of the request for a Special Use Permit for an existing indoor children's play business including a proposed expansion of approximately 900 sf into the contiguous vacant suite at 15363 Summit Park Drive, Suite 204, subject to the following conditions, to ensure continued compatibility with surrounding industrial uses and consistency with the Comprehensive Plan:

1. The use shall be limited to an indoor children's play business and shall not expand (in square footage) or other higher intensity commercial uses without further review and approval.
2. Hours of operation shall be limited to _____ a.m. to _____ p.m. unless otherwise approved to ensure compatibility with surrounding uses.
3. All activities, including customer seating and service areas, shall occur within the enclosed building, except as otherwise approved through site plan review.
4. The site shall comply with all applicable zoning, parking, access, lighting, and signage regulations.
5. No outdoor speakers, outdoor storage, or outdoor service shall be permitted.
6. The applicant shall obtain and maintain all required building, fire, health, and safety permits.
7. Any proposed changes to this permit must be brought back for review by the Planning and Zoning Commission and the City Council.

BACKGROUND

Location: 15363 Summit Park Drive, Suite 204
Zoning: ID - Industrial

The applicant, Caroline Plagens (owner and operator of Charlotte's Spot LLC dba The Village Play Cafe) has submitted a request for a special use permit to allow an existing indoor children's play business, including its proposed expansion of approximately 900 sf into the contiguous vacant suite at 15363 Summit Park Drive, Suite 204. The special use permit is intended to apply to both the existing operation and the proposed expansion, because the special use permit should have originally been obtained when it was first established in the Industrial zoning district.

Sec. 98-202. Purpose. District ID is established to provide for a wide range of industrial uses

which are conducted within completely enclosed buildings, and where such use will not be objectionable because of excessive light, smoke, dust, noise, vibration or odor.

Sec. 98-203. Use regulations. A building or premises in District ID shall be used only for light and heavy industrial purposes as set out in Table 1 in section 98-88.

The existing indoor children's play business including the proposed expansion into the contiguous vacant tenant suite, may be classified as a daycare (care of up to or over 20 children) as listed in the table of uses (Sec. 98-88). While daycare uses are permitted in the B Commercial zoning district, they are not listed as permitted uses in the Industrial zoning district. However, the Zoning Ordinance does provide for a mechanism (Sec. 98-27. Special use permits.) where the City Council, by an affirmative four-fifths vote, may by ordinance grant a special permit for special uses in any district, for those uses listed under "CC" in the table of permitted uses in section 98-88, or which are otherwise not expressly permitted by this chapter, and may impose appropriate conditions and safeguards, including a specified period of time for the permit, to protect property and property values in the neighborhood. A special use permit may be revoked or canceled by the city council upon violation of any permit granted. Before authorization of any of such special uses, the request therefor shall be referred to the planning and zoning commission for study and report concerning the effect of the proposed use on the comprehensive plan and on the character and development of the neighborhood.

Findings:
Effect on the comprehensive plan and on the character and development of the neighborhood: Consistent with the Comprehensive Plan. Supports its guiding principles of growth and sustainable development, economic revitalization, and quality of life. Approval of the request would recognize the existing use and allow for the continued operation and expansion of the business through the reuse of an existing vacant tenant space and existing infrastructure. The use supports small business growth and contributes to local employment opportunities, and provides a neighborhood-serving amenity within the industrial area.

The area is already developed with established industrial uses, and the continued operation and expansion of the business will not alter the existing development or negatively impact surrounding properties. The business operates entirely in an enclosed building and is not anticipated to create conflicts with adjacent industrial operations or generate negative impacts inconsistent with the intent of the Industrial zoning district.

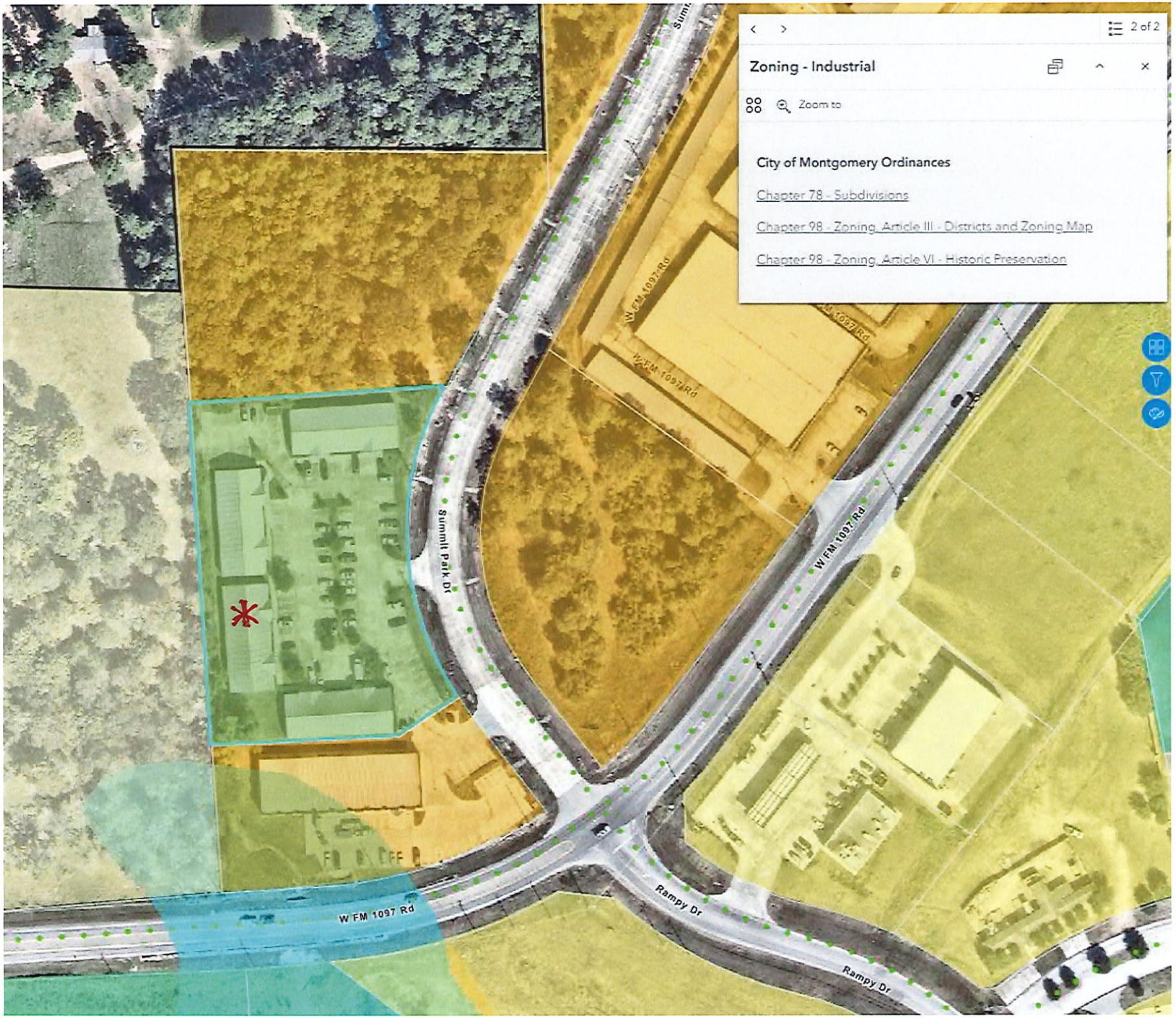
In addition, the use provides a convenient service for nearby employers, employees, and visitors within the industrial area. The expansion may further support occupancy and long-term viability of industrial tenant spaces by providing an amenity that complements the needs of businesses and their workforce. Overall, the proposed use is compatible with the surrounding area and is not expected to adversely affect the character or development of the neighborhood.

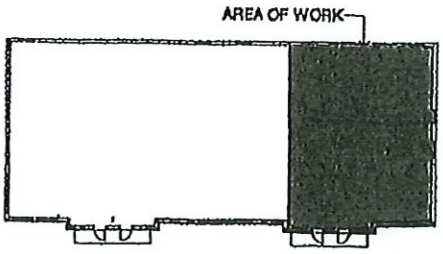
City of Montgomery, Code of Ordinances, Chapter 98 Zoning Code References:
Sec. 98-202. Purpose.
Sec. 98-203. Use regulations.
Sec. 98-88. Table of permitted uses and special uses.
Sec. 98-27. Special use permits.

FISCAL IMPACT

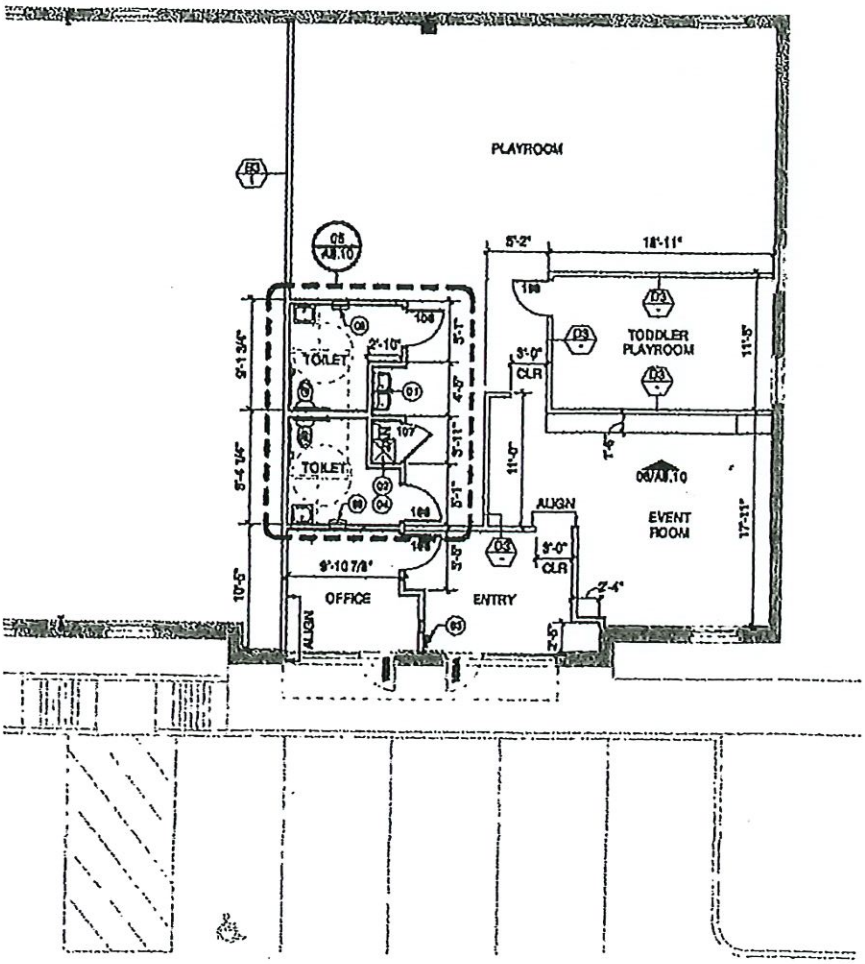
ATTACHMENTS

1. 2026 06 02 Charlottes spot llc SUP application
2. 2026 06 02 Charlottes spot llc supporting docs


2 of 2
Zoning - Industrial
Zoom to
City of Montgomery Ordinances
Chapter 78 - Subdivisions
Chapter 98 - Zoning, Article III - Districts and Zoning Map
Chapter 98 - Zoning, Article VI - Historic Preservation
W FM 1097 Rd
Summit Park Dr
Rampy Dr



KEY PLAN



CONSTRUCTION FLOOR PLAN | 01

'ES

-)UNTAIN; PROVIDE IN WALL HANGER BRACKET AS REQUIRED AT ADA HEIGHT AS PER SPECS
- ING PLANS
- EXTINGUISHER; COORDINATE EXACT LOCATION IN FIELD
- IEATER MOUNTED ABOVE MOP SINK; PROVIDE SUPPORT AS VG AND ELECTRICAL
- ED WITHIN CEILING
-) TO STRUCTURE ABOVE - SUSPEND LIGHTS FROM
- UNTED AT 12'-0" AFF, OR AS CLOSE TO EXISTING ROOF IBLE. KEEP ALL PENDANT LIGHTS MOUNTED AT ONE

GENERAL NOTES

1. ALL NEW WALLS TO BE "TYPE B3, (NON-RATED)", UNLESS NOTED OTHERWISE; REFER TO PARTITION DETAILS
2. REFER TO MASTER SCHEDULE FOR FINISH AND PRODUCT 'BASIS OF DESIGN'.
3. DIMENSIONS ARE TO FINISH FACE OF MATERIAL, UNLESS NOTED OTHERWISE. DIMENSIONS TO EXTERIOR WALLS ARE TO FINISHED FACE OF SILL WALL. CLEAR DIMENSIONS SHALL NOT VARY AND ARE MEASURED AT THE FLOOR LINE..
4. NEW PARTITIONS ARE TO BE PERPENDICULAR OR PARALLEL WITH CORE OR EXTERIOR WINDOW WALL ELEMENTS, UNLESS NOTED OTHERWISE. CENTER PARTITIONS ON COLUMNS OR MULLIONS, UNLESS NOTED OTHERWISE.
5. HINGE SIDE OF DOORS TO BE LOCATED 4" FROM NEAREST PERPENDICULAR PARTITION, UNLESS DIMENSIONED OTHERWISE.
6. CONTROL JOINTS SHOULD ALIGN WITH COLUMN LINE. REFER TO SPECIFICATIONS FOR MAX AREA BETWEEN CONTROL JOINTS.
7. CONCEALED SPRINKLER HEAD COVERS TO MATCH COLOR OF CEILING
8. TYPICAL CEILING HEIGHT TO BE 10'-0" THROUGHOUT, UNLESS NOTED OTHERWISE.
9. ALL LIGHT FIXTURES TO BE CENTERED IN CEILING TILE, OR TIGHT TO GRID AS INDICATED, UNLESS NOTED OTHERWISE

KO DESIGN MEP ENGINEERS
1327 W. Main Street
Suite 7
Tomball, Texas 77375
832.643.0363 phone
ko@kodesign-mep.com

TEXAS BOARD OF PROFESSIONAL ENGINEE
FIRM REGISTRATION #: F-9072
EXPIRES: 31 MARCH 2025

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This document and the ideas and designs incorporated herein, as an instrument of professional service, is the property of KO DESIGN Group and is not to be used, in whole or in part for any project without the written authorization of Kris M. Odom.

Little Dreamers Playhouse
Tenant Improvement
SUITE 204

15363 Summit Park
Montgomery, Texas 77356

PROGRESS DRAWING; NOT FOR PERMIT OR CONSTRUCTION

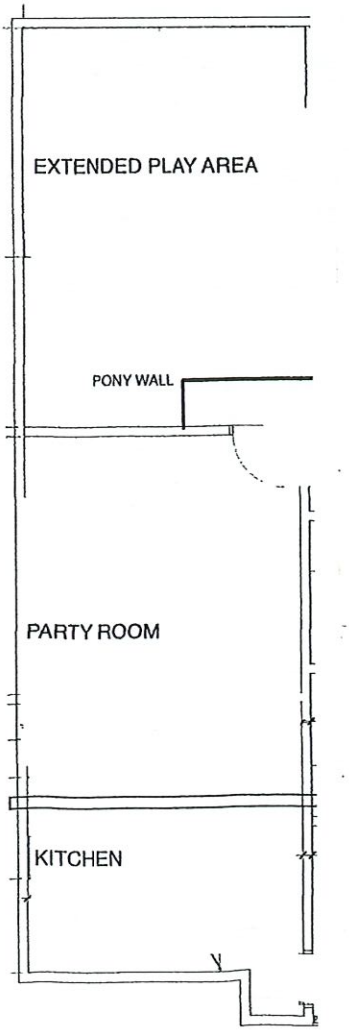
Revisions		
	ISSUED FOR PERMIT	04/22/2
NO.	ISSUE	DATE

Sheet Information	
Date	APRIL 22,2024
Job Number	24-1492
Drawn	NH
Checked	KO
Approved	KO

The Village Play Café – 960 Sq Ft Addition Preliminary Architectural Drawing Framework

Project Address: 15363 Summit Park Dr, Suite B2-204, Montgomery, TX 77356
Jurisdiction: City of Montgomery (Fire Marshal + Food Permit via Montgomery County)
Project Type: Commercial Interior Finish-Out / Tenant Improvement Addition
Occupancy: A-3 Assembly (expansion of existing approved occupancy)
Construction Type: IIB
Sprinklers: Existing non-sprinklered building

PRELIMINARY ARCHITECTURAL FLOOR PLAN (Based on Provided Shell Template)



MONTGOMERY PLANNING AND ZONING COMMISSION AGENDA REPORT

MEETING DATE: June 2, 2026
AGENDA ITEM: 13.
SUBMITTED BY: Chelsea Festervand, WGA Staff
DEPARTMENT: WGA

AGENDA ITEM

Consideration and possible action on a variance request outlined in Section 78-162 of the City's Code of Ordinance for the Church of Montgomery (Dev. No. 2501).

RECOMMENDATION

WGA and Staff recommend P&Z make a formal recommendation to Council on the variance related to Section 78-162.

BACKGROUND

The Engineer's Memo and the Variance Application are attached.

The Developer is requesting the following variance from Chapter 78-162 of the City's Code of Ordinances:

-Section 78-162: The vegetation setback must also provide a visual barrier

FISCAL IMPACT

ATTACHMENTS

1. 2026.05.26 MEMO to P&Z Church of Montgomery Variance Request
2. Application_and_Letter
3. Visual_Barrier_Options

May 26, 2026

The Planning and Zoning Commission
City of Montgomery
101 Old Plantersville Road
Montgomery, Texas 77316

Re: Variance Request
Church of Montgomery (Dev. No. 2501)
City of Montgomery

Dear Commissioners:

The Woodlands Methodist Church (the "Developer") is intending to develop the approximate 14-acre located at the intersection of Clepper Street and CB Stewart Drive. It should be noted that this development has a variance approved on 1/27/26 that includes applying the minimum canopy tree cover requirements only to the 4-acres being developed rather than the 14-acre in its entirety.

It should be noted that at the time of submission, the available ordinances online were the previous Chapter 78. Based on discussions with Staff, we believe it is appropriate to allow the review to proceed under the previous Chapter 78 ordinances. The Developer is requesting the following variance from Chapter 78-162 of the City's Code of Ordinances:

- Section 78-162: The vegetation setback must also provide a visual barrier

Enclosed you will find the request for variance as submitted by the architect for the development requesting a variance for the visual barrier requirement to include trees along the length of the building only facing the western side of the property. Due to the visual barrier requirements being met in all other sides of the development and trees still being provided along the building, We offer no objection to the variance request as presented.

It is important to note that the Developer has not received plan approval for the landscaping plans for this site, and the final layout is contingent on the variance being requested at this time. Approval of the requested variances does not constitute plan approval and only allows the Developer to further refine the proposed site plans, which will require the full review and approval of the City.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

Chris Roznovsky

Chris Roznovsky, PE
City Engineer

CVR/zlgt
Z:\00574 (City of Montgomery)\150 Church of Montgomery (Dev. No. 2501)\Correspondence\Letters\2026.05.26 MEMO to P&Z Church of Montgomery Variance Request.docx

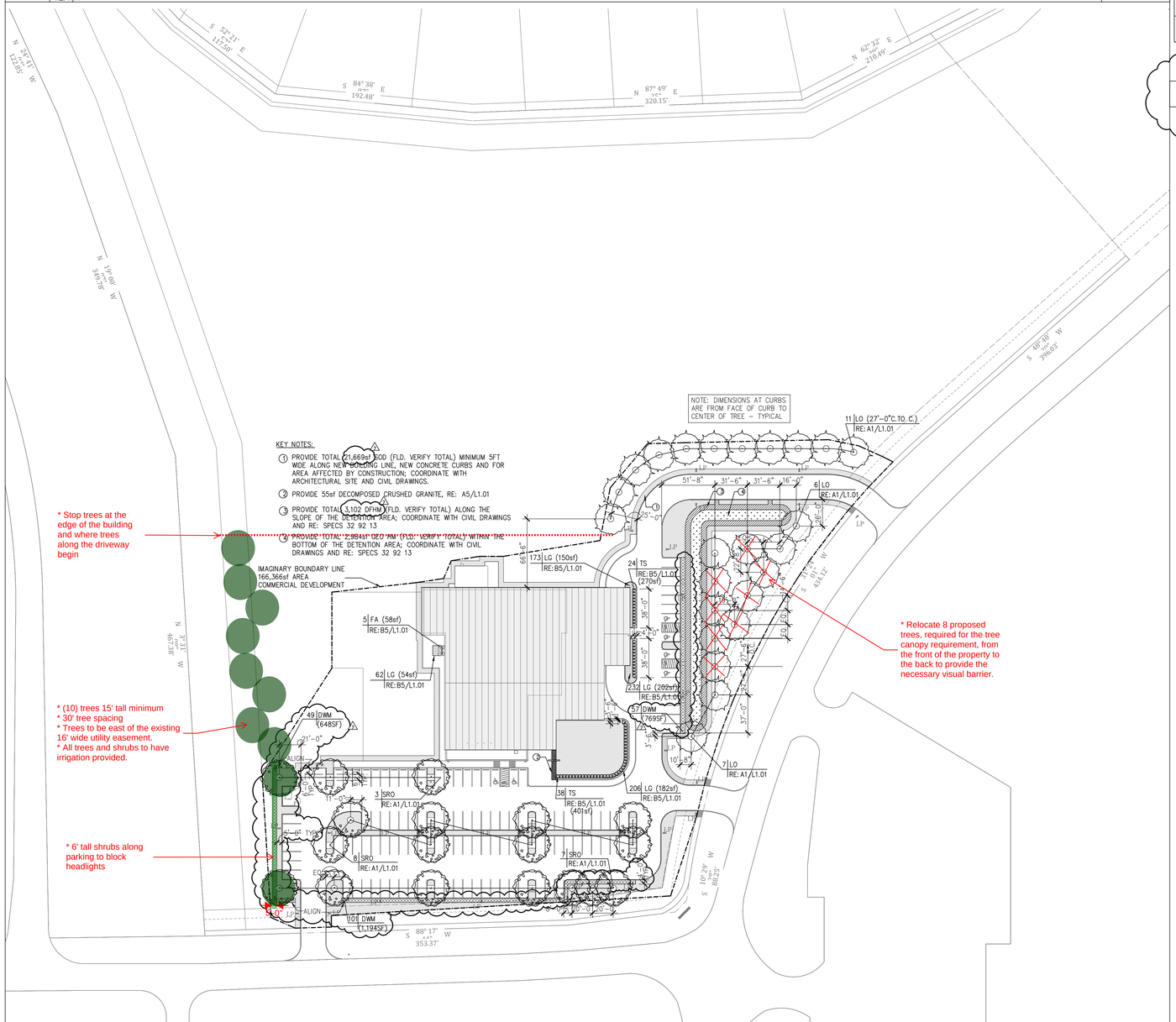
Enclosures: Variance Request
Cc (via email): Ms. Corinne Tilley – City of Montgomery, Planning & Development Administrator & Code Enforcement Officer
Mr. Brent Walker – City of Montgomery, City Administrator
Ms. Ruby Beaven – City of Montgomery, City Secretary
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney

GENERAL PLANTING / LANDSCAPE NOTES:

1. REFER TO A3/L1.00 FOR PLANT SCHEDULE, SPECS 32 90 00, AND SHEET L1.01 FOR PLANTING DETAILS.
2. LANDSCAPE CONTRACTOR SHALL STAKE LOCATIONS OF TREES FOR OWNER'S REPRESENTATIVE APPROVAL PRIOR TO INSTALLATION.
3. LANDSCAPE CONTRACTOR SHALL PROVIDE 48 HRS. NOTICE AFTER TREES ARE MARKED FOR FIELD APPROVAL. G.C. WILL BE RESPONSIBLE FOR ANY COSTS ASSOCIATED WITH RELOCATING MATERIALS IF THE OPPORTUNITY TO REVIEW AND APPROVE THE LAYOUTS PRIOR TO INSTALLATION IS NOT PROVIDED.
4. CONTRACTOR IS RESPONSIBLE FOR WATERING ALL INSTALLED MATERIALS AT TIME OF INSTALLATION UNTIL FINAL ACCEPTANCE OF WORK AND PROJECT CLOSEOUT IS COMPLETE. IF IRRIGATION IS PROVIDED UNDER SCOPE OF WORK, CONTRACTOR SHALL COORDINATE THE IRRIGATION SCHEDULE TO PROPERLY WATER THE NEW MATERIALS.
5. GC SHALL PROVIDE 1 YEAR WARRANTY ON LANDSCAPE MATERIALS AND OWNER WILL PROVIDE MAINTENANCE BEGINNING AT TIME OF FINAL ACCEPTANCE OF WORK AND PROJECT CLOSEOUT IS COMPLETE. ⚠
6. PROVIDE SPRAYING OF COMPOST TEA FOR ALL INSTALLED LANDSCAPE MATERIALS; PROVIDE SPECIFIED FERTILIZERS AND ROOT STIMULANTS, BACKFILL MIX AND SOIL AMENDMENTS FOR LANDSCAPE AREA.

D1 GENERAL LANDSCAPE NOTES

RE: N/A — NO SCALE



* Stop trees at the edge of the building and where trees along the driveway begin

* (10) trees 15' tall minimum
* 30' tree spacing
* Trees to be east of the existing 16' wide utility easement.
* All trees and shrubs to have irrigation provided.

* 6' tall shrubs along parking to block headlights

* Relocate 8 proposed trees, required for the tree canopy requirement, from the front of the property to the back to provide the necessary visual barrier.

A1 LANDSCAPE SITE PLAN

RE: N/A — SCALE: 1" = 50'-0"

ZONING: COMMERCIAL ZONING (B)
TOTAL LOT AREA: 672,816SF; AREA DEVELOPED = 166,366SF (VARIANCE NEEDED AS TOTAL GROSS AREA LANDSCAPE REQUIREMENTS ARE NOT ATTAINABLE);
*CALCULATIONS ARE BASED UPON THE DEVELOPED AREA.

A) GENERAL PLANTING REQUIREMENTS	REQUIRED	PROVIDED	CALCULATIONS
MIN. 25% OF NEW TREES TO BE EVERGREEN	YES	YES	REF. PLANT SCHEDULE FOR BREAKDOWN
20% OF TREES TO BE MIN. 3" CALIPER	YES	YES	REF. PLANT SCHEDULE FOR BREAKDOWN
LARGE TREES MIN. 30FT FROM O.H. POWER LINES. MEDIUM TREES MIN. 20FT OF O.H. POWER LINES	YES	YES	REFERENCE PLANS
B) REQUIRED LANDSCAPED AREA	REQUIRED	PROVIDED	CALCULATIONS
LANDSCAPING TO BE MIN. 10% OF TOTAL GROSS LAND AREA*	16,636.60 SF (10%)*	29,310 SF (18%)	166,366 X 10% = 16,636.60
C) PARKING LOT REQUIREMENTS	REQUIRED	PROVIDED	CALCULATIONS
60 SF OF TREE CANOPY PER PARKING SPACE	7,260 SF	33,600 SF (18 LARGE TREES)	121 SPACES X 60 SF = 7,260 SF 18 TREES X 800 SF = 14,400 SF
NO SPACE FURTHER THAN 125 FT FROM THE TRUNK OF A TREE	YES	YES	REFERENCE PLANS
CONTINUOUS EVERGREEN HEDGE ROW OF PARKING FACING STREET	YES	YES	REFERENCE PLANS
D) REQUIRED OPEN SPACE TREE CANOPY	REQUIRED	PROVIDED	CALCULATIONS
20% OF GROSS PROPERTY AREA (MINUS EASEMENTS AND R.O.W.)*	YES	19,200 SF (24 LARGE TREES)	33,273 X 20% = 6,655 SF 6,655 SF / 800 SF = 8 TREES
D) VEGETATIVE SET BACK REQUIREMENTS	NOT REQUIRED	NOT PROVIDED	PROPERTY DOES NOT ABUT SINGLE FAMILY RESIDENTIAL USE PROPERTY

D3 LANDSCAPE ANALYSIS

RE: N/A — NO SCALE

TREES						
KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONDITION	REMARKS
SRO	18	Quercus shumardii	SHUMARD RED OAK	4" CALIPER, 100 GAL.	CONTAINER	15 FT. HT MIN., 4 FT. SPREAD MIN., 7 FT. CLEAR TRUNK
LO	24	Quercus virginiana	LIVE OAK	4" CALIPER, 100 GAL.	CONTAINER	15 FT. HT MIN.., 4 FT. SPREAD MIN., 7 FT. CLEAR TRUNK
SHRUBS						
FA	3	Anisacanthus quadrifidus	FLAME ACANTHUS	3 GAL.	CONTAINER	8"–10" HT. MIN., 6"–8" SPREAD, FULL TO GROUND, 36"o.c.
TS	62	Leucophyllum frutescens 'Silver Star'	TEXAS SAGE 'Silver Star'	5 GAL.	CONTAINER	15–18" HT. MIN., 12"–15" SPREAD, FULL TO GROUND, 36"o.c.
DWM	207	Ilex vomitoria 'Nana'	DWARF YAUPON HOLLY	15"HT.MIN.	CONTAINER	12"–15" MIN. SPREAD, FULL TO GROUND, 36" o.c.
GROUNDCOVER						
LG	673	Lantana camara 'New Gold'	LANTANA 'NEW GOLD'	3 GAL.	CONTAINER	8–10" HT., 6–8" SPREAD, FULL TO GROUND, 12" o.c.
LAWN AREAS						
KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	CONDITION	REMARKS
SOD	19,795sf F.V.	MATCH EXISTING	MATCH EXISTING	24x16	SOLID SOD	SOLID SOD PALLETS; LAY BUTT-TIGHT; PROOF-ROLL; SEE 32 90 00 FOR FALL/WINTER APPLICATION INFORMATION.
DFHM	3,102sf ⚠	SEE SPECIFICATIONS	DRAINFIELD MIX		HYDROMULCH	(100% PURE) USE DRAINFIELD MIX SEED; SEE SPECS 329213.
GEO HM	2,984sf ⚠	SEE SPECIFICATIONS	GEOSKIN HYDROMULCH		HYDROMULCH	(100% PURE) USE GEOSKIN HYDROMULCH MIX; SEE SEE SPECIFICATION 32 92 12

CONTRACTOR TO ALSO PROVIDE 2 INCH DEPTH, 4,112 SF PLANTING BED PREP AND 1,246 SF NATIVE MULCH FOR TREE RINGS (DO NOT COVER ROOT FLARE OF TREES). SEE TREE PLANTING DETAILS.

GENERAL PLANTING NOTES:

1. CONTRACTOR SHALL LOCATE UNDERGROUND UTILITIES PRIOR TO EXCAVATING OR TRENCHING; CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING OR REPLACING AS REQUIRED FOR ANY DAMAGED UTILITY AT NO ADDITIONAL COST TO OWNER.
2. TREE LOCATIONS SHALL BE STAKED FOR APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
3. THE QUANTITIES SHOWN ON THE PLANT SCHEDULE ARE FOR THE CONTRACTOR'S CONVENIENCE; VERIFY ALL QUANTITIES AND REPORT ANY DISCREPANCIES TO OWNER'S REP. PRIOR TO ORDERING MATERIALS. DISCREPANCIES WITH THE PLAN SHALL NOT ENTITLE THE CONTRACTOR TO ADDITIONAL REMUNERATION.
4. ALL PLANTS ARE TO BE SPECIMEN QUALITY, FULL POT AND HEAD, SYMMETRICAL FOLIAGE AND BRANCHING STRUCTURE. TREES IN POOR CONDITION WILL BE REJECTED AND CONTRACTOR SHALL REPLACE AT NO COST TO OWNER.
5. TREES SHALL HAVE CLEAR TRUNKS A MIN. OF 4FT ABOVE THE GROUND. PROVIDE SAMPLES OF MATERIAL FOR APPROVAL BY OWNER'S REP. PRIOR TO DELIVERY TO THE SITE. PLANT MATERIALS OF THE SAME SPECIES SHALL BE OBTAINED FROM THE SAME SOURCE.
6. INTENT OF DRAWINGS AND SPECIFICATIONS ARE TO PROVIDE LANDSCAPING WITH PLANTS THAT ARE IN VIGOROUS GROWTH AND READY FOR OWNER'S USE. ITEMS NOT SPECIFICALLY INDICATED BUT REQUIRED TO CONFORM WITH SUCH INTENT ARE TO BE CONSIDERED AS PART OF THE WORK.

A3 LANDSCAPE PLANT SCHEDULE

RE: N/A — NO SCALE

COSMATI
ARCHITECTS
7630 WESTWIND LN. HOUSTON, TEXAS 77071

Project Number: 002.02

PHASE I BUILDING

THE CHURCH AT MONTGOMERY
0 CB STEWART DRIVE
MONTGOMERY, TEXAS 77356

CIVIL ENGINEER
WGA
T 713-789-1900

LANDSCAPE ARCHITECT
ENVIRONMENTS & CO.
T 832-309-1513

STRUCTURAL ENGINEER
MATRIX STRUCTURAL
T 713-664-0130

MEP ENGINEERS
CMTA
T 281-664-9899

AV & ACOUSTICAL CONSULTANT
SALAS O'BRIEN
T 281-664-1900

GENERAL CONTRACTOR
BROOKSTONE CONSTRUCTION
713-683-8800

REGISTERED LANDSCAPE ARCHITECT
CHERYL L. COSMATI
5619
STATE OF TEXAS
07/01/2025

Date Issued:

03/25/2025	50% CD & PRICING PACKAGE
06/10/2025	95% CD & PRICING PACKAGE
07/01/2025	ISSUE FOR PERMIT & GMP
07/28/2025	⚠ ADDENDUM NO. 2
11/17/2025	⚠ PERMIT CORRECTIONS 2

Sheet Content:

LANDSCAPE SITE PLAN, GENERAL NOTES AND PLANT SCHEDULE

SCALE: AS NOTED

Copyright 2025 COSMATI ARCHITECTS

Drawings and Specifications as instruments of service are and shall remain the property of the Architect. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to the Architect. Contractor is responsible for confirming and coordinating dimensions at job site; the Architect will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the project.

L1.00

Plot Date: 06/30/2025

MONTGOMERY PLANNING AND ZONING COMMISSION AGENDA REPORT

MEETING DATE: June 2, 2026
AGENDA ITEM: 14.
SUBMITTED BY: Chelsea Festervand, WGA Staff
DEPARTMENT: WGA

AGENDA ITEM

Consideration and Possible Action by the Planning & Zoning Commission on the Final Plat for Lone Star Hills Section 1 (Dev. No. 2404).

RECOMMENDATION

WGA recommends approval of the Final Plat by the Planning & Zoning Commission.

BACKGROUND

The Engineer's memo and supporting documents are attached.

The Final Plat for Lone Star Hills (formerly known as Lone Star Ridge) Section 1 has been submitted by the Developer and reviewed by the City Engineer. All comments have been addressed, and the plat is ready for approval by the Planning & Zoning Commission.

As pointed out in the City Engineer's memo, review criteria for the plat are based on Chapter 78 Section 61 of the City's Code of Ordinances.

Prior to recordation of the final plat the Developer must:
1. Pay impact fees.
2. Pay all plat fees.
3. Provide a financial guarantee for 100% of the remaining construction cost for the public infrastructure in this section.

Texas Local Government Code 212.014 (2) requires final plats to be approved by the municipal authority responsible for approving plats.

Remaining Steps:

June 2nd P&Z action on final plat
June 25th City Council action on final plat

FISCAL IMPACT

ATTACHMENTS

1. MEMO TO P&Z Lone Star Hills Final Plat
2. LONE STAR HILLS PLAT_v4

May 26, 2026

The Planning and Zoning Commission
City of Montgomery
101 Old Plantersville Rd.
Montgomery, Texas 77316

Re: Submission of Lone Star Hills Section 1 Final Plat
Lone Star Hills Section 1 (Dev. No. 2404)

Dear Commissioners:

We reviewed the final plat submission for the referenced development on behalf of the City of Montgomery (the "City"). Our review was based on the City's Code of Ordinances, Chapter 78 Section 61 and any other applicable chapters.

The retaining walls within the development are to be owned and maintained by the property owner or the Homeowners Association (HOA). The City assumes no liability for any potential damage or repairs, as specified in the First Amendment to the Development Agreement.

As a reminder, this development would be subject to impact fees outlined in the table below.

Project Meter Sizes	Water	Wastewater
(90 Single-Family Lots) 5/8"	$242,640	$188,280
Total	**$430,920**	

Prior to recordation of the final plat the Developer must:
1. Pay impact fees.
2. Pay all plat fees.
3. Provide a financial guarantee for 100% of the remaining construction cost for the public infrastructure in this section.

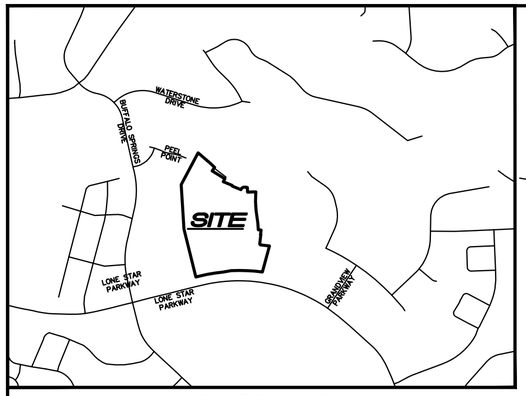
We offer no objection to the final plat, and we recommend the Commission approve the final plat as submitted.

If you have any questions or comments, please contact me.

Sincerely,

Chris Roznovsky, PE
City Engineer

CVR/cnf:jtd
Z:\00574 (City of Montgomery)\139 Lone Star Ridge Single Family\Correspondence\Letters\2026.04.27 MEMO TO P&Z Lone Star Hills Final Plat.docx
Enclosures: Final Plat
Cc (via email): Ms. Corinne Tilley – City of Montgomery, Planning & Development Administrator
Mr. Brent Walker – City of Montgomery, City Administrator
Ms. Ruby Beaven – City of Montgomery, City Secretary
Mr. Mike Muckleroy – City of Montgomery, Director of Public Works
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney



LOCATION MAP
NOT TO SCALE

N

GRAPHIC SCALE

100 0 100 200

(IN FEET)
1 inch = 100 ft.

LEGEND / ABBREVIATIONS

B.L.	BUILDING LINE
CAB.	CABINET
C.F.N.	CLERK'S FILE NUMBER
D.E.	DRAINAGE EASEMENT
FND.	FOUND
I.R.	IRON ROD
O.P.R.	OFFICIAL PUBLIC RECORDS
M.C.T.	MONTGOMERY COUNTY, TEXAS
M.R.	MAP RECORDS
N.B.L.	NO BUILD LINE
R.O.W.	RIGHT OF WAY
U.E.	UTILITY EASEMENT
*	LOT WIDTH DIMENSION AT THE BUILDING LINE
o	PROPERTY MARKER
	RETAINING WALLS
	RIGHT-OF-WAY NAME CHANGE

GENERAL NOTES:

1. The coordinates shown hereon are Texas Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by applying the following combined scale factor 0.99993638.

2. Distances shown along curves are arc lengths.

3. Flood Statement: This site is situated in Zone "X" in Montgomery County, Texas according to FEMA map number 48339C0200G dated August 18, 2014: This statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This determination has been made by scaling the property on the referenced map and is not the result of an elevation survey. This flood statement shall not create liability on the part of the surveyor.

4. All corners are set 5/8 inch iron rods with cap stamped "Fulcrum Land Surveying" unless otherwise shown or noted.

5. In addition to the building line shown on the face of the plat, all lots shall have a minimum 10' side yard setback and a minimum 10' rear yard setback, unless otherwise noted.

6. There is a One-foot reserve dedicated as a buffer separation between the side or end of streets where such streets abut adjacent property, the condition of this dedication being that when the adjacent property is subdivided or re-subdivided in a recorded subdivision plat, the one-foot reserve shall thereupon become vested for street right-of-way purposes.

7. Variance (Approved March 12, 2024)

- MINIMUM LOT WIDTH – Sec. 78-88(c)
  - Required 75'
  - Variance 55'
- MINIMUM LOT AREA – Sec. 78-88(e)
  - Required 9,000'
  - Variance 6,000'

8. No Building lines (N.B.L.) are areas of "No excavation or vertical structures allowed".

CITY OF MONTGOMERY BENCHMARKS

(CONTROLLING MONUMENT) MONT 1 ELEV.=239.70'

3" BRASS DISK LOCATED FROM THE INTERSECTION OF HWY 105 AND FM 2854, WEST ±1020' TO MARKER LOCATED 6.6' OF THE EDGE OF PAYMENT, WHICH IS LOCATED ON THE SOUTH SIDE OF HWY 105.

MONT 7 ELEV.=291.77'

3" BRASS DISK IS LOCATED IN THE CENTER OF MONTGOMERY ON THE SOUTH SIDE OF HWY 105. MARKER IS IN FRONT (NORTH) OF GAS PUMPING AREA OF BROOKSHIRE BROTHERS GROCERY STORE, AS WELL AS ACROSS HWY 105(SOUTH) FROM 'THE OLDE SCHOOL HOUSE'. (ADD 0.59' TO BRASS DISK ELEVATION FOR MONT 7 ADJUSTMENT.)

BENCHMARK

BRASS DISK IN CONCRETE ELEV.=277.82'
(AS SHOWN ON PAGE 2 OF 4)

BRASS DISK IN CONCRETE IN THE NORTH RIGHT-OF-WAY OF LONE STAR PARKWAY LOCATED SOUTH 51°01'45" WEST, A DISTANCE OF 1.46' FROM THE SOUTHEAST CORNER OF RESTRICTED RESERVE "H" AND PLAT BOUNDARY, LOCATED AT TEXAS STATE PLANE, CENTRAL ZONE (4203).

NORTHING: 10139034.8540
EASTING: 3762740.3690

RESERVE TABLE

(A.) RESERVE "A" -COMPENSATING OPEN SPACE
1.599 ACRES
69,631 SQ. FT.

(B.) RESERVE "B" -COMPENSATING OPEN SPACE AND DRAINAGE
1.691 ACRES
73,660 SQ. FT.

(C.) RESERVE "C" -COMPENSATING OPEN SPACE, RECREATION AND UTILITIES
0.308 ACRES
13,426 SQ. FT.

(D.) RESERVE "D" -COMPENSATING OPEN SPACE, RECREATION AND UTILITIES
0.245 ACRES
10,670 SQ. FT.

(E.) RESERVE "E" -COMPENSATING OPEN SPACE
0.135 ACRES
5,876 SQ. FT.

(F.) RESERVE "F" -COMPENSATING OPEN SPACE
0.039 ACRES
1,703 SQ. FT.

(G.) RESERVE "G" -COMPENSATING OPEN SPACE
0.109 ACRES
4,766 SQ. FT.

(H.) RESERVE "H" -COMPENSATING OPEN SPACE
0.916 ACRES
39,896 SQ. FT.

(I.) RESERVE "I" -COMPENSATING OPEN SPACE AND DRAINAGE
0.636 ACRES
27,712 SQ. FT.

A FINAL PLAT OF
LONE STAR HILLS SECTION 1
A SUBDIVISION OF
26.8363 ACRES (1,168,988 SQ FT.)
JOHN CORNER, ABSTRACT 8
MONTGOMERY COUNTY, TEXAS

90 LOTS 9 RESERVES 5 BLOCKS

MAY 2026

Fulcrum SURVEYING
104 W. PAULINE ST.
CONROE, TX 77301
T: 936.443.0507
TBPLS REG NO. 10194866
ct@fulcrumsurveying.com
fulcrumsurveying.com

ENGINEER:
L SQUARED ENGINEERING
MUNICIPAL COMMERCIAL RESIDENTIAL
3307 W. DAVIS STREET #100
CONROE, TEXAS 77304

OWNER:
TAYLOR MORRISON OF TEXAS, INC.
3250 BRIANPARK DRIVE, SUITE 300
HOUSTON, TX 77042

24-190 LONE STAR HILLS PLAT_v4.dwg

24-190 / SDR

MATCHLINE - SHEET 3

CALLED 56.7111 ACRES
SAVE AND EXCEPT
"EXHIBIT TRACTS"
TAYLOR MORRISON OF TEXAS, INC.
C.F.N. 2024042401 O.P.R. M.C.T.

FUTURE LONESTAR HILLS SECTION TWO

N

GRAPHIC SCALE

60 0 60 120

(IN FEET)
1 inch = 60 ft.

CALLED 19.5939 ACRES
SHADOW CREEK ESTATES, LTD.
C.F.N. 2017080881
O.P.R. M.C.T.

CALLED 3.5819 ACRES
ALAN C. THORELL
C.F.N. 2017027089 O.P.R. M.C.T.

CALLED TRACT 3: 54.68 ACRES
HAJI INVESTMENTS, LTD.
C.F.N. 201402594 O.P.R. M.C.T.

291.18
CITY OF MONTGOMERY
BENCHMARK MONT 7
NORTHING: 10135557.5370
EASTING: 3758356.4600

239.70
CITY OF MONTGOMERY
BENCHMARK MONT 1
NORTHING: 10135441.4753
EASTING: 3763481.91322

277.82
SITE BENCHMARK
N: 10139034.8540
E: 3762740.3690

LEGEND / ABBREVIATIONS

B.L.	BUILDING LINE
CAB.	CABINET
C.F.N.	CLERK'S FILE NUMBER
D.E.	DRAINAGE EASEMENT
FND.	FOUND
I.R.	IRON ROD
O.P.R.	OFFICIAL PUBLIC RECORDS
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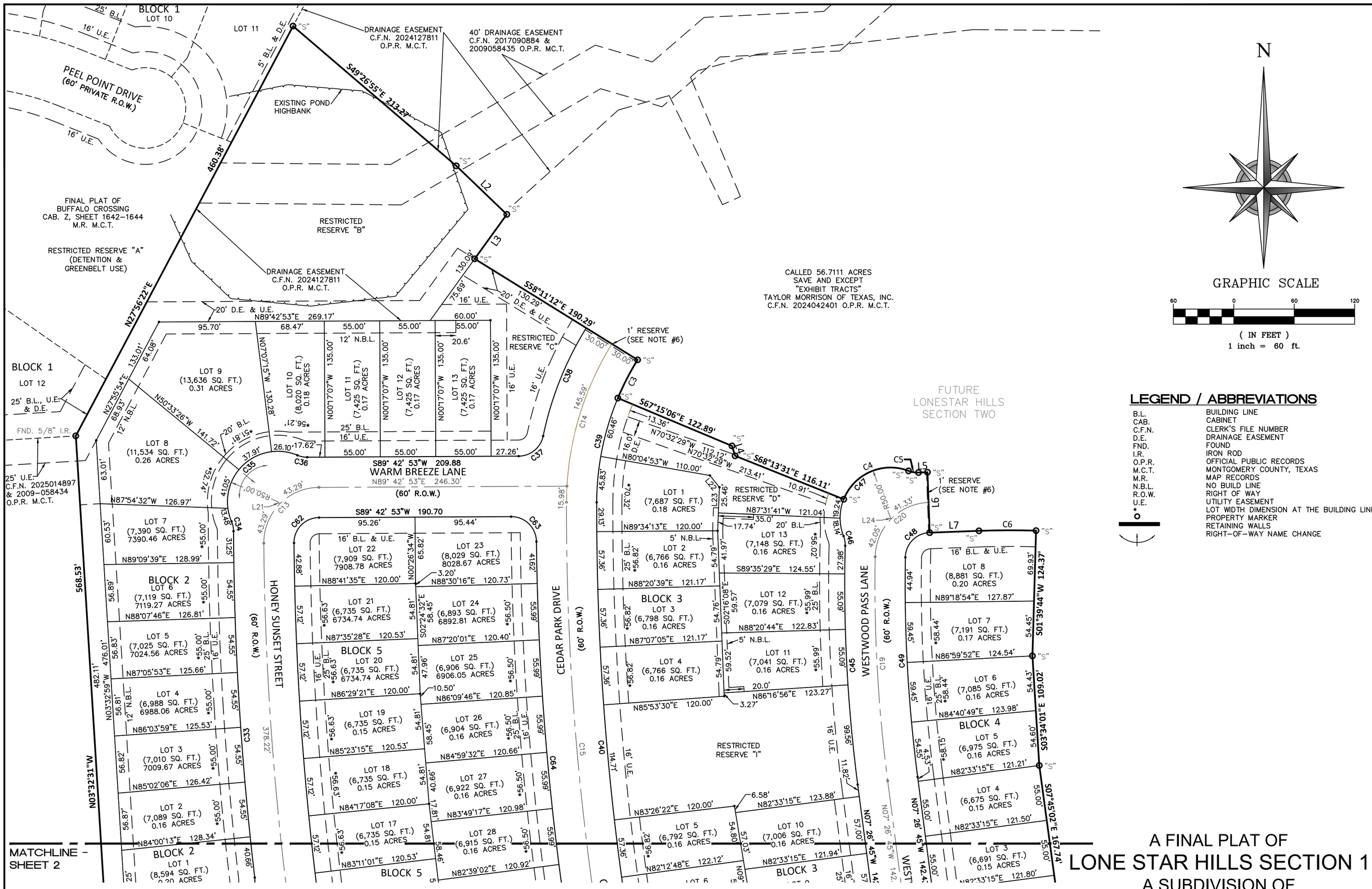

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MAY 2026

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HOUSTON, TX 77042

24-190 LONE STAR HILLS PLAT_v4.dwg

24-190 / SDR

SHEET 3 OF 4

STATE OF TEXAS
COUNTY OF MONTGOMERY

That Taylor Morrison of Texas, Inc., acting by and through _____, _____, herein acting individually or through the undersigned duly authorized agents, does hereby adopt this plat designating described real property as the LONE STAR HILLS SECTION 1 Subdivision, and does hereby make subdivision of said property according to the lines, streets, alleys, parks, and easements therein shown, and dedicate to public use forever all areas shown on this plat as streets, alleys, parks, and easements, except those specifically indicated as private; and does hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated, or occasioned by the alteration of the surface of any portion of streets or alleys to conform to such grades and does hereby bind Owner, and Owner's successors and assigns to warrant and forever defend the title to the land so dedicated.

Owner hereby certifies that Owner has or will comply with all applicable regulations of the city, and that a rough proportionality exists between the dedications, improvements, and exactions required under regulations and the projected impact of the subdivision.

Where streets or alleys are dedicated for private use, such dedication shall include an easement covering the street area which permits the installation, operation and maintenance of water, sewer, gas, electric, telephone, cable, television or other such utility facilities by the city and other utilities lawfully entitled to provide service to the abutting property. The easement shall also provide a right of access to public agencies engaged in both routine and emergency public service including law enforcement, fire protection, medical response, inspection and code enforcement.

IN TESTIMONY WHEREOF, Owner, has caused these presents to be signed by _____, its _____ of Taylor Morrison of Texas, Inc., hereunto affixed, this _____ day of _____, 2026.

Taylor Morrison of Texas, Inc._

By: _____
_____, _____

STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared _____, its _____ of Taylor Morrison of Texas, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2026.

_____
Notary Public in and for the State of Texas

Print Name: _____

My Commission expires: _____

That I Clemente Turrubiartes Jr., do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereof were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Montgomery, Texas.

_____
Clemente Turrubiartes Jr.
Texas Registration No. 6657

CITY OF MONTGOMERY

I THE UNDERSIGNED, Engineer for the City of Montgomery, hereby certify that this subdivision plat conforms to all requirements of the subdivision regulations of the City as to which his approval is required.

BY: _____
Chris Roznovsky, PE
City Engineer – City of Montgomery

This plat and subdivision has been submitted to and considered by the City Planning and Zoning Commission and the City Council of the City of Montgomery, Texas and is hereby approved by such Commission and Council.

Dated this _____ Day of _____, 2026

ATTEST:

By: _____
Sara Countryman
Mayor

By: _____
Bill Simpson
Chairman–Planning Zoning Commission

By: _____
Ruby Beaven
City Secretary

I, L. Brandon Steinmann, Clerk of the County Court of Montgomery County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on _____, 2026, at _____ o'clock, __.M., and duly recorded on _____ 2026, at _____ o'clock, __.M., in cabinet _____, sheet _____, of record of _____ for said County.

WITNESS MY HAND AND SEAL OF OFFICE, at Conroe, Montgomery County, Texas, the day and date last above written.

By: _____
L. Brandon Steinmann, Clerk County Court
Montgomery County, Texas

By: _____ Deputy

LINE TABLE

NO.	BEARING	LENGTH
L1	S 75°55'42" W	44.09'
L2	S 46°08'34" E	69.60'
L3	S 35°51'44" W	54.41'
L4	S 17°33'53" E	10.32'
L5	N 87°55'45" E	8.91'
L6	S 02°04'15" E	60.00'
L7	N 87°55'45" E	49.01'
L8	S 03°58'05" E	83.50'
L9	S 06°39'00" W	60.00'
L10	S 83°18'14" E	3.81'
L11	S 38°30'31" E	14.08'
L12	S 77°00'15" E	8.11'
L13	S 47°46'29" W	14.32'
L14	N 03°32'59" W	35.04'
L15	N 25°43'20" E	6.75'
L16	N 85°24'02" E	11.36'
L17	N 85°24'02" E	11.82'
L18	S 85°24'02" W	10.90'
L19	S 82°18'33" W	63.81'
L20	N 82°18'33" E	63.83'
L21	N 41°24'36" W	2.89'
L22	N 38°51'52" W	15.04'
L23	N 02°21'09" E	25.46'
L24	N 45°07'28" W	1.11'
L25	S 50°04'27" E	14.42'
L26	N 39°11'41" E	1.24'
L27	S 04°50'26" W	60.08'
L28	S 04°50'26" W	60.97'
L29	N 48°45'04" E	8.63'
L30	S 62°33'30" E	31.73'
L31	S 27°26'30" W	16.00'
L32	N 62°33'30" W	22.48'

CURVE TABLE

NO.	LENGTH	RADIUS	DELTA	CHD. BRG.	CHORD
C1	399.66'	2,150.00	10°39'02"	N 87°32'34" W	399.08'
C2	309.93'	2,140.00	8°17'53"	S 80°12'21" W	309.66'
C3	42.72'	270.00	9°03'53"	S 27°16'51" W	42.67'
C4	77.87'	50.00	89°13'47"	N 66°23'23" E	70.23'
C5	10.07'	25.00	23°04'35"	S 80°31'57" E	10.00'
C6	56.68'	870.00	3°43'59"	N 89°47'45" E	56.67'
C7	35.66'	2,420.00	0°50'39"	S 83°46'20" E	35.66'
C8	236.84'	2,100.00	6°27'43"	N 87°52'39" W	236.72'
C9	204.96'	1,200.00	9°47'10"	S 83°59'54" W	204.71'
C10	82.04'	55.00	85°27'40"	S 58°09'51" E	74.64'
C11	782.98'	3,000.00	14°57'14"	S 07°57'24" E	780.76'
C12	53.95'	1,000.00	3°05'29"	N 83°51'17" E	53.95'
C13	86.58'	55.00	90°11'40"	S 44°37'03" W	77.91'
C14	165.56'	300.00	31°37'12"	S 16°00'11" W	163.47'
C15	488.18'	2,710.00	10°19'17"	S 04°58'03" E	487.52'
C16	77.74'	55.00	80°58'49"	S 50°37'06" E	71.42'
C17	266.89'	2,390.00	6°23'53"	S 87°54'34" E	266.75'
C18	112.79'	800.00	8°04'40"	N 03°24'25" W	112.70'
C19	222.85'	1,500.00	8°30'44"	N 03°11'23" W	222.65'
C20	83.38'	55.00	86°51'46"	S 44°29'52" W	75.62'
C21	38.36'	25.00	87°54'19"	S 48°47'35" W	34.70'
C22	39.90'	25.00	91°26'05"	S 40°52'37" E	35.80'
C23	163.10'	2,070.00	4°30'52"	S 88°51'05" E	163.05'
C24	192.13'	1,170.00	9°24'31"	N 84°11'14" E	191.91'
C25	15.99'	25.00	36°39'17"	N 61°09'19" E	15.72'
C26	125.84'	50.00	144°12'02"	S 65°04'18" E	95.16'
C27	9.95'	25.00	22°47'48"	S 04°22'12" E	9.88'
C28	376.92'	3,030.00	7°07'38"	S 12°12'17" E	376.68'
C29	38.86'	25.00	89°03'00"	S 53°09'57" E	35.06'
C30	55.30'	1,025.00	3°05'29"	N 83°51'17" E	55.30'
C31	52.61'	975.00	3°05'29"	S 83°51'17" W	52.60'
C32	38.87'	25.00	89°04'28"	S 37°46'19" W	35.07'
C33	344.66'	3,030.00	6°31'02"	S 03°30'24" E	344.47'
C34	9.95'	25.00	22°47'48"	S 11°38'47" E	9.88'
C35	118.54'	50.00	135°50'00"	S 44°52'19" W	92.66'
C36	10.07'	25.00	23°04'26"	N 78°44'54" W	10.00'

CURVE TABLE

NO.	LENGTH	RADIUS	DELTA	CHD. BRG.	CHORD
C37	34.06'	25.00	78°03'21"	S 50°41'12" W	31.48'
C38	116.08'	330.00	20°09'16"	S 21°44'10" W	115.48'
C39	149.00'	270.00	31°37'06"	N 16°00'08" E	147.11'
C40	482.78'	2,680.00	10°19'17"	S 04°58'03" E	482.13'
C41	35.33'	25.00	80°58'49"	S 50°37'06" E	32.47'
C42	81.02'	2,420.00	1°55'06"	N 89°51'02" E	81.02'
C43	41.22'	25.00	94°28'41"	N 43°34'14" E	36.71'
C44	50.77'	770.00	3°46'39"	N 05°33'26" W	50.76'
C45	237.72'	1,530.00	8°54'08"	N 02°59'41" W	237.48'
C46	9.83'	25.00	22°31'34"	N 09°48'24" W	9.77'
C47	115.26'	50.00	132°04'28"	N 44°58'02" E	91.38'
C48	37.90'	25.00	86°51'46"	N 44°29'52" E	34.37'
C49	218.40'	1,470.00	8°30'44"	N 03°11'23" W	218.19'
C50	65.51'	830.00	4°31'20"	N 05°11'05" W	65.49'
C51	36.51'	25.00	83°40'38"	N 44°45'44" W	33.35'
C52	137.31'	2,420.00	3°15'03"	N 84°58'32" W	137.29'
C53	40.06'	25.00	91°48'34"	S 50°44'43" W	35.91'
C54	67.22'	300.00	12°50'19"	S 01°34'44" E	67.08'
C55	67.22'	300.00	12°50'19"	S 01°34'44" E	67.08'
C56	38.57'	25.00	88°24'22"	S 39°21'45" E	34.86'
C57	38.41'	25.00	88°01'04"	N 49°28'13" E	34.74'
C58	170.55'	2,130.00	4°35'16"	S 88°48'53" E	170.51'
C59	210.09'	1,230.00	9°47'10"	N 83°59'54" E	209.83'
C60	37.29'	25.00	85°27'40"	S 58°09'51" E	33.93'
C61	775.15'	2,970.00	14°57'14"	S 07°57'24" E	772.96'
C62	39.35'	25.00	90°11'40"	S 44°37'03" W	35.42'
C63	39.12'	25.00	89°39'36"	N 45°27'19" W	35.25'
C64	460.57'	2,740.00	9°37'51"	N 05°26'27" W	460.02'
C65	9.93'	25.00	22°46'03"	N 01°07'39" E	9.87'
C66	110.56'	50.00	126°41'38"	N 50°50'08" W	89.37'
C67	10.07'	25.00	23°04'26"	S 77°21'16" W	10.00'
C68	208.38'	2,360.00	5°03'33"	N 88°34'45" W	208.31'
C69	39.64'	25.00	90°51'33"	N 40°37'12" W	35.62'
C70	67.25'	300.00	12°50'38"	N 11°15'45" E	67.11'
C71	64.00'	300.00	12°13'23"	N 11°34'22" E	63.88'

A FINAL PLAT OF
LONE STAR HILLS SECTION 1
A SUBDIVISION OF
26.8363 ACRES (1,168,988 SQ FT.)
JOHN CORNER, ABSTRACT 8
MONTGOMERY COUNTY, TEXAS

90 LOTS 9 RESERVES 5 BLOCKS

MAY 2026

Fulcrum SURVEYING
104 W. PAULINE ST.
CONROE, TX 77301
T: 936.443.0507

TBPLS REG NO. 10194866
ct@fulcrumsurveying.com
fulcrumsurveying.com

ENGINEER:
L SQUARED ENGINEERING
MUNICIPAL COMMERCIAL RESIDENTIAL
3307 W. DAVIS STREET #100
CONROE, TEXAS 77304

OWNER:
TAYLOR MORRISON OF TEXAS, INC.
3250 BRIANPARK DRIVE, SUITE 300
HOUSTON, TX 77042

24-190 LONE STAR HILLS PLAT_v4.dwg

24-190 / SDR