

**STRATEGIC PARTNERSHIP AGREEMENT BETWEEN THE VILLAGE OF
BONNEY, TEXAS, AND BRAZORIA MUNICIPAL UTILITY DISTRICT NO. 88**

**THE STATE OF TEXAS §
COUNTY OF BRAZORIA §**

This **STRATEGIC PARTNERSHIP AGREEMENT** (this “Agreement”) is entered into as of the Effective Date between the **VILLAGE OF BONNEY, TEXAS**, a village in Brazoria County, Texas, acting through its governing body, the Village Board of Alderpersons of the Village of Bonney, Texas (the “Village” or may sometimes be referred to herein as the “City”), and **BRAZORIA MUNICIPAL UTILITY DISTRICT NO. 88**, (the “District”), a conservation and reclamation district created pursuant to Article XVI, Section 59, Texas Constitution and operating pursuant to Chapters 49 and 54, Texas Water Code.

RECITALS

1. Texas Local Government Code, §43.0751 (the “Act”) authorizes the Village and the District to negotiate and enter into a strategic partnership agreement by mutual consent; and
2. The District currently contains approximately 238.466 acres, and is located within the Village’s extra-territorial jurisdiction as more particularly described in **Exhibit A** (the “District Tract”); and
3. This Agreement provides for the annexation of a tract of land that includes a portion of the District Tract (but not its entirety) as more particularly described in **Exhibit B** (the “SPA Tract”), by the Village; and
4. The Village and the District, after the provision of required notices, held public hearings in compliance with the Act, at which members of the public were given the opportunity to present testimony or evidence regarding the proposed Agreement, and the Village and the District made copies of the proposed Agreement available; and
5. The SPA Tract, by mutual intent of the Parties, does not include a portion of the District Tract (the “Excluded Tract”), with the Excluded Tract consisting of property that is or will be owned by the District; and
6. The District and the Village have entered into the Development Agreement (as defined herein) to provide for the terms and conditions upon which the District Tract will be developed; and
7. Consistent with the terms of the Development Agreement, the Village and the District wish to enter into a strategic partnership agreement to provide the terms under

which services will be provided by the District and under which the District will continue to exist after the SPA Tract is annexed per the terms of this Agreement.

THE PARTIES AGREE AS FOLLOWS:

**ARTICLE I
FINDINGS**

The Village and the District find and declare:

1. The District is currently located within the Village's extraterritorial jurisdiction and is contiguous to the corporate limits of the Village; and

2. The SPA Tract does not include the entire District Tract and, by the mutual intent of the Village and District, the Excluded Tract, which is located within the District Tract but not located within the SPA Tract, shall not be subject to the terms and conditions of this Agreement; and

3. The Act authorizes the Village and the District to enter into this Agreement to define the terms under which services will be provided to the Village and the District and under which the District will continue to exist after the SPA Tract is annexed pursuant to this Agreement; and

4. This Agreement provides benefits to the Village and the District, including regulations which are reasonable and equitable with regard to the benefits provided to the other party; and

5. All the terms contained in this Agreement are lawful and appropriate to provide for the provision of municipal services; and

6. The District and the Village may properly enter into this Agreement pursuant to §43.071(e)(4) of the Texas Local Government Code; and

7. The Village and the District negotiated this Agreement by mutual consent; the terms of the Agreement are not a result of any arbitration between the Village and the District.

**ARTICLE II
DEFINITIONS**

Unless the context requires otherwise, and in addition to the terms defined above, the following terms used in this Agreement will have the meanings set out below:

"Act" means Texas Local Government Code, §43.0751 and any amendments thereto.

"Agreement" means this strategic partnership agreement between the Village and

the District.

“Board” means the Board of Directors of the District.

“Village” means the Village of Bonney, Texas, a village in Brazoria County, Texas.

“Village Council” means the Village Council of the Village or any successor governing body.

“Consent Ordinance” means Ordinance No. 22-DDD including all attachments and exhibits passed by the Village Council consenting to the creation of and inclusion of land in the District.

“Developer” means Maple View Development LLC, a Texas limited liability company, and its successors, affiliates, and assigns.

“Development Agreement” means that certain Development Agreement that is or will be entered into between the Village and the Developer, dated August 20, 2024, governing development of the District Tract.

“District” means Brazoria County Municipal Utility District No. 88, a conservation and reclamation district created pursuant to Article XVI, Section 59, Texas Constitution and operating pursuant to Chapters 49 and 54, Texas Water Code.

“Effective Date” means _____, 20__.

“Local Government Code” means the Texas Local Government Code and any amendments thereto.

“Party” or “Parties” means a party or the parties to this Agreement, being the Village and the District.

“Utility Agreement” means that certain Utility Agreement that is or will entered into between the Village and the District.

ARTICLE III ANNEXATION OF THE DISTRICT TRACT

Section 3.01 No Annexation of the Excluded Tract During Development

The Village will not commence any action to annex either the Excluded Tract or the entirety of the District Tract into the Village’s corporate limits until the terms and conditions for dissolution of the District pursuant to Section 6.04 of the Development Agreement have been satisfied.

Section 3.02 Annexation of SPA Tract

The District consents to annexation of the SPA Tract by the Village at any time on or after the Effective Date. From the date on which the Village adopts a resolution or ordinance annexing the SPA Tract (the "Annexation Date"), the SPA Tract shall be included in the corporate limits of the Village.

Section 3.03 Status of the District Following Annexation of the SPA Tract

The District shall have and may continue to exercise all powers in the same manner as authorized prior to the annexation of the SPA Tract and will operate as an in-city municipal utility district in accordance with the terms of the Development Agreement and the Utility Agreement.

Section 3.04 Notice to Landowners

The following notice, with appropriate modifications, shall be included in the notice to purchasers of real property in the District Information Form required to be recorded in the Real Property Records of Brazoria County, Texas, pursuant to Section 49.455 of the Texas Water Code:

A portion of the property within the boundaries of Brazoria County Municipal Utility District No. 88 (the "District"), as described in Exhibit A attached hereto (the "SPA Tract") is subject to the terms and conditions of a Strategic Partnership Agreement ("SPA Agreement") between the District and the Village of Bonney, Texas ("Village"), which was effective on _____, 2024. The SPA Agreement allows for municipal annexation of the SPA Tract by the Village at any time on or after _____, 2024. The Village annexed the SPA Tract into its corporate limits on _____. A copy of the District Agreement may be obtained by contacting the offices of the District.

Any land subsequently annexed into the District shall be included as part of the SPA Tract and will be included within the District's notice obligation as set forth above.

Section 3.05 Annexation Procedures

Because the SPA Tract is, pursuant to this Agreement, an area subject to a strategic partnership agreement, the City is not required to include the District in an annexation Plan pursuant to Section 43.052(h)(3)(B) of the Act.

**ARTICLE IV
MATERIAL BREACH, NOTICE AND REMEDIES**

Section 4.01 Generally

It is the intention of the Parties to this Agreement that the District and the Village be regulated in accordance with the terms of this Agreement. If 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 shall govern the remedies for breach of this Agreement.

Section 4.02 Notice of Default

A. The non-defaulting party shall notify the defaulting party in writing of an alleged failure by the defaulting party to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. The defaulting party shall, within 30 days after receipt of the notice or a longer period of time as the non-defaulting party may specify in the notice, either cure the alleged failure or, in a written response to the non-defaulting party, 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 non-defaulting party 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 non-defaulting party. The defaulting party shall make available to the non-defaulting party, if requested, any records, documents or other information necessary to make the determination.

C. If the non-defaulting party 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 non-defaulting party, or that the failure is excusable, the determination shall conclude the investigation.

D. If the non-defaulting party 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 the non-defaulting party in a manner and in accordance with a schedule reasonably satisfactory to the non-defaulting party, then the non-defaulting party may exercise the applicable remedy under Section 4.03.

Section 4.03 Remedies

If the non-defaulting party determines that the defaulting party has committed a material breach of this Agreement, the non-defaulting party may file suit in a court of competent jurisdiction in Brazoria County, Texas, and seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act and termination of this Agreement as to the defaulting party in addition to the monetary awards as may be appropriate.

**ARTICLE V
BINDING AGREEMENT, TERM, AND AMENDMENT**

Section 5.01 Beneficiaries

This Agreement binds and inures to the benefit of the Parties, their successors and assigns. The District shall record this Agreement with the County Clerk in Official Records of Brazoria County, Texas. This Agreement binds each owner and each future owner of land included within the District's boundaries in accordance with Subsection (c) of the Act.

Section 5.02 Term

This Agreement commences and binds the Parties on the Effective Date and continues until thirty (30) years from the effective date of the Development Agreement (August 20, 2054), unless terminated on an earlier date pursuant to other provisions of this Agreement or by express written agreement executed by the Village and the District (the "Termination Date"). Upon the expiration of the Termination Date, this Agreement may be extended by express written agreement executed by the Village and the District for successive one-year or longer periods.

Section 5.03 Amendment

The Parties, by mutual written consent, may amend the terms of this Agreement at any time.

**ARTICLE VI
MISCELLANEOUS PROVISIONS**

Section 6.01 Notices and Addresses

Any formal notices or other communications ("Notice") required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for the Party, (i) by delivering the Notice in person (ii) by depositing the Notice in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified, or (iii) by depositing the Notice with Federal Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the Party to be notified. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of Notice, the addresses of the Parties, until changed as provided below, shall be as follows:

All Notices required or permitted under this Agreement shall be in writing and shall be served on the Parties at the following address:

Village: Village of Bonney, Texas
19025 FM 521
Bonney, Texas 77583
Attn: Mayor

District: Brazoria County Municipal Utility District No. 88
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Robert A. Seale

The Parties may from time to time change their respective addresses, and each may specify as its address any other address within the United States of America by giving at least five days written notice to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following the Saturday, Sunday or legal holiday.

Section 6.02 Time

Time is of the essence in all things pertaining to the performance of this Agreement.

Section 6.03 Severability

If any part of this Agreement is found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either Party.

Section 6.04 Waiver

Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 6.05 Applicable Law and Venue

The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Brazoria County, Texas.

Section 6.06 Reservation of Rights

To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

Section 6.07 Further Documents

The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and deliver the further documents and do the further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement.

Section 6.08 Incorporation of Exhibits and Other Documents by Reference

All Exhibits and other documents attached to or referred to in this Agreement are incorporated into this Agreement by reference for the purposes set forth in this Agreement.

Section 6.09 Effect of State and Federal Laws

The District shall comply with all applicable statutes or regulations of the United States, the State of Texas, and Village ordinances and Village charter provisions implementing such statutes or regulations.

Section 6.10 Authority for Execution

The Village certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the Village charter and Village ordinances. The District certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted by the Board.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple copies as of the Effective Date, each of which shall be an original.

**BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 88**

By: [Signature]
President

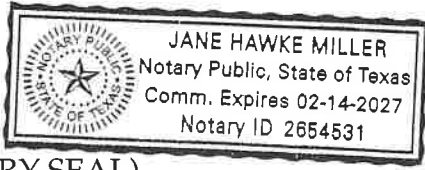
ATTEST:

By: [Signature]
Secretary

THE STATE OF TEXAS §
COUNTY OF Brazoria §

This instrument was acknowledged before me this 29th day of July, 2024, by Jacob Williamson as President, and Austin Gay as Secretary, of Brazoria County Municipal Utility District No. 88, a political subdivision of the State of Texas, on behalf of said political subdivision.

[Signature]
Notary Public in and for
the State of Texas



(NOTARY SEAL)

VILLAGE OF BONNEY, TEXAS

By: _____
Mayor

ATTEST:

Village Secretary

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me this ____ day of _____,
20__, by _____, as Mayor, and _____, as Village Secretary, of
Bonney, Texas a municipal corporation of the State of Texas, on behalf of said municipal
corporation.

Notary Public in and for
the State of Texas

(NOTARY SEAL)

Exhibit "A"

DISTRICT TRACT

EXHIBIT A, PAGE 1 OF 3 PAGES

County: Brazoria
Project: Maple View DBM 2
M&B No: 21-166
CS Job No: 21141

METES AND BOUNDS DESCRIPTION OF 238.466 ACRES

Being a tract of land containing 238.466 acres, located in the S.F. Austin Survey, Abstract 24, in Brazoria County, Texas; Said 238.466 acre tract being all of a called 235.281 acre tract of land recorded in the name of Maple View Development, LLC, in Brazoria County Clerk's File Number (B.C.C.F. No.) 2021085535, same being out of Lots 6, 7, 10 and 11 of the N.S. Hansen Subdivision, a subdivision of record in Volume 23, Page 544, of the Brazoria County Deed Records (B.C.D.R.), and out of County Road 48, a sixty feet wide public Right-of-Way (R.O.W.) of record in Volume 23, Page 544, of the B.C.D.R.; Said 238.466 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, of 1983, South Central Zone):

BEGINNING, at a 1/2-inch iron rod found at the northerly northeast corner of said 235.281 acre tract, same being the northwest end of a transition line from the south R.O.W. line of County Road 35 (called sixty feet wide, occupied at eighty-four feet wide) to the west R.O.W. line of State Highway 288 (four hundred-twenty feet wide per Volume 1114, Page 251, of the B.C.D.R.), for the northerly northeast corner of the herein described tract;

THENCE, South 47° 57' 17" East, with said transition line, a distance of 70.73 feet to a concrete monument found at the easterly northeast corner of said 235.281 acre tract and the herein described tract, same being the southeast end of said transition line;

THENCE, with the east lines of said 235.281 acre tract and with the west R.O.W. line of said State Highway 288, the following two (2) courses:

1. South 02° 58' 18" East, a distance of 370.42 feet to a concrete monument found at the beginning of a curve to the right;
2. 2,071.41 feet along the arc of said curve to the right, having a radius of 11,249.16 feet, a central angle of 10° 33' 01", and a chord that bears South 02° 18' 13" West, a distance of 2,068.48 feet to a 1/2-inch iron rod found at the southeast corner of said 235.281 acre tract and the herein described tract, same being the northwest intersection of said State Highway 288 with a forty feet wide unnamed road per Volume 23, Page 544, of the B.C.D.R.;

THENCE, South 86° 48' 44" West, with the south line of said 235.281 acre tract and with the north R.O.W. line of said forty feet wide road, a distance of 3,727.34 feet to a 5/8-inch capped iron rod set at the southeast corner of a called 3.00 acre tract of land described as Tract I and recorded in the name of Marvin Dale Goodwin in B.C.C.F. No. 1995021598, for the southwest corner of the herein described tract;

EXHIBIT A, PAGE 2 OF 3 PAGES

THENCE, North 02° 53' 38" West, with the east lines of said Tract I and a called 2.00 acre tract of land described as Tract II and recorded in the name of Marvin Dale Goodwin in B.C.C.F. No. 1995021598, a distance of 500.00 feet to a 1/2-inch iron rod found at the northeast corner of said Tract II;

THENCE, South 87° 02' 26" West, with the north line of said Tract II, a distance of 62.50 feet to a 1/2-inch iron rod found at the southeast corner of a called 5.00 acre tract of land recorded in the name of Maria F. Mota in B.C.C.F. No. 2007056923;

THENCE, with the east and north lines of said 5.00 acre tract, the following two (2) courses:

1. North 02° 55' 01" West, a distance of 583.39 feet to a 1/2-inch iron rod found at the northeast corner of said 5.00 acre tract;
2. South 87° 05' 00" West, at a distance of 373.56 feet pass a 1/2-inch iron rod found at the westerly southwest corner of said 235.281 acre tract, same being the northwest corner of said 5.00 acre tract, on the east R.O.W. line of said County Road 48, continuing through and across said County Road 48 in all a distance of 433.56 feet to a point on the west R.O.W. line of said County Road 48, same being the east line of Lot 2 of said N.S. Hansen Subdivision;

THENCE, North 02° 56' 26" West, with the west R.O.W. line of said County Road 48 and with the east lines of Lots 2 and 1 of said N.S. Hansen Subdivision, through and across said County Road 35, and with the east line of a called 25.000 acre tract of land recorded in the name of Stephen Judd in B.C.C.F. No. 2001045320, respectively, a distance of 2,312.50 feet to a point for the northerly northwest corner of the herein described tract;

THENCE, North 87° 03' 34" East, through and across said County Road 48, a distance of 60.00 feet to a point on the east R.O.W. line of said County Road 48 and the west line of a called 122.9334 acre tract of land recorded in the name of WB Pradera Oaks Land 1 LLC, in B.C.C.F. No. 2019031292;

THENCE, South 02° 56' 26" East, with the east R.O.W. line of said County Road 48 and with the east line of said 122.9334 acre tract and through and across said County Road 35, respectively, a distance of 907.00 feet to a 1/2-inch iron rod found at the northwest corner of said 235.281 acre tract, same being the southeast intersection of said County Road 48 with said County Road 35;

EXHIBIT A, PAGE 3 OF 3 PAGES

THENCE, North 86° 57' 45" East, with the north line of said 235.281 acre tract and with the south R.O.W. line of said County Road 35, a distance of 4,301.55 feet to the **POINT OF BEGINNING** and containing 238.466 acres of land.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

An Exhibit Map of the herein described tract was prepared in conjunction with and accompanies this description.



Chris Rhodes, R.P.L.S.
Texas Registration Number 6532

CIVIL-SURV LAND SURVEYING, LC
PH: (713) 839-9181
August 11, 2022



Exhibit "B"

SPA TRACT



SF-1
25 LOTS
(TYP.40'x120')
13 LOTS
(TYP.50'x120')
±8.2 Ac.
* MODELS

SF-3
14 LOTS
(TYP.40'x120')
83 LOTS
(TYP.50'x120')
±23.1 Ac.

SF-9
82 LOTS
(TYP.40'x120')
48 LOTS
(TYP.50'x120')
±25.8 Ac.

SF-8
37 LOTS
(TYP.40'x120')
31 LOTS
(TYP.50'x120')
±11.1 Ac.

SF-7
79 LOTS
(TYP.40'x120')
±14.3 Ac.

SF-6
88 LOTS
(TYP.40'x120')
±15.1 Ac.

SF-2A
51 LOTS
(TYP.40'x120')
31 LOTS
(TYP.50'x120')
±16.3 Ac.

SF-2B
31 LOTS
(TYP.40'x120')
±8.7 Ac.

SF-4
37 LOTS
(TYP.40'x120')
37 LOTS
(TYP.50'x120')
±14.9 Ac.

SF-5
20 LOTS
(TYP.40'x120')
22 LOTS
(TYP.50'x120')
±7.8 Ac.

LOT SUMMARY

	40'x120'	464 LOTS	64%
	50'x120'	265 LOTS	36%

TOTAL 729 LOTS

NOTES:

1. UNLESS OTHERWISE LABELED, ALL STREETS ARE 60' R.O.W.
2. ALL FRONT SETBACKS ARE 20' AND SIDE SETBACKS ON CORNER LOTS ARE 10'
3. UTILITY EASEMENTS ARE 14' WIDE AND LOCATED AT THE REAR LOT LINE

a schematic development plan for

SENSONTE

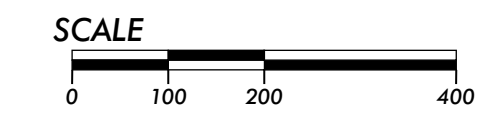
± 235.2 ACRES OF LAND

prepared for

MAPLE DEVELOPMENT GROUP



24285 Katy Freeway, Ste. 525
Katy, Texas 77494
Tel: 281-810-1422



MTA-45002
AUGUST 15, 2024

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