

MUNICIPAL SERVICES AGREEMENT

This Municipal Services Agreement ("Agreement") is entered into on _____, 2025, by and between the City of League City, Texas, a home-rule municipality of the State of Texas, ("City") and BC-SB Baybrook JV, LLC, a Texas limited liability company, (the "Owner").

BACKGROUND

The parties agree that the following background is true and correct and forms the basis upon which the parties have entered into this Agreement.

Section 43.0671, Texas Local Government Code, permits the City to annex an area if each owner of land in an area requests the annexation;

Where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

Owner owns certain parcels of land situated in Galveston County, Texas, which consists of approximately 450 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("Property");

Owner has filed a written request with the City for full-purpose annexation of the Property ("Petition");

City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation; and

The Petition and execution of this Agreement are subject to approval by the City Council.

AGREEMENT

In exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Petition.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPALSERVICES.

a. Commencing on the effective date of annexation, the City will provide the municipal having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.

i) Fire - The City will provide emergency and fire protection services.

ii) Police - The City will provide protection and law enforcement services.

iii) Emergency Medical Services - The City will provide emergency medical services.

iv) Planning, Zoning, and Building - The City will provide comprehensive planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.

v) Publicly Owned Parks, Facilities, and Buildings

1. Residents of the Property will be permitted to utilize all existing publicly owned and available parks, facilities (including community service facilities, libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor.

2. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.

vi) Stormwater Management Services - Except as may be provided by a separate Utility Agreement between the City and a future municipal utility district serving the Property,

the City will provide stormwater management services.

vii) Streets - The City will maintain the public streets and streetlights over which the City has jurisdiction. The City will provide regulatory signage services in accordance with the City policies and procedures and applicable laws.

viii) Water and Wastewater

1. The City will provide water supply and wastewater treatment services.

2. Except as may be provided by a separate Utility Agreement between the City and a future municipal utility district serving the Property, new homes will be required to connect to the City's water and sewer system at the owner's expense.

3. Existing, occupied homes or structures that are using water-well and on-site sewer facilities on the effective date of annexation may continue to use the same.

ix) Solid Waste Services - The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

x) Code Compliance - The City will provide education, enforcements, and abatement relating to code violations within the Property.

b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

4. AUTHORITY. City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Petition is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

5. SEVERABILITY. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

6. INTERPRETATION. The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

7. GOVERNING LAW AND VENUE. Venue shall be in the state courts located in Galveston County, Texas or the United States District Court for the Southern District of Texas, and construed in conformity with the provisions of Texas Local Government Code, Chapter 43.

8. NO WAIVER. The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

9. GOVERNMENTAL POWERS. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

10. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11. CAPTIONS. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

12. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND. This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

13. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, this the _____ day of _____, 2025.

THE CITY OF LEAGUE CITY

John Baumgartner, ICMA-CM
P.E. City Manager

ATTEST:

Diana Stapp, City Secretary

APPROVED AS TO FORM:

Michelle L. Villarreal, City Attorney

BC-SB BAYBROOK JV, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §

§

CITY OF HARRIS §

 This instrument was acknowledged before me on the _____ day of
_____, 2025, by _____,
of BC-SB Baybrook JV, a Delaware limited liability company.

[SEAL] Notary Public, State of Texas