

INTERLOCAL AGREEMENT FOR BOUNDARY ADJUSTMENT
BETWEEN LEAGUE CITY AND WEBSTER

This Interlocal Agreement (the “Agreement”) is entered on the date indicated below between the City of League City, Texas (“League City”) and the City of Webster (“Webster”), collectively known together as the “Parties”.

RECITALS

WHEREAS, the Parties intend this Agreement to follow Chapter 791 of the Government Code, cited as the Interlocal Cooperation Act; and

WHEREAS, the Parties are adjacent municipalities that currently share common boundaries; and

WHEREAS, League City and Webster have plans to extend Landing Boulevard and NASA 1 to intersect at a roundabout as a four-lane facility and Landing Boulevard straddles the corporate limits of the Parties; and

WHEREAS, the 11.54 acres tract of land in League City which is subject to this Boundary Adjustment Agreement and fully described in Exhibit “A” attached hereto and incorporated herein for all purposes, is less than 1,000 feet in width; and

WHEREAS, the 49.14 acres tract of land in Webster which is subject to this Boundary Adjustment Agreement and fully described in Exhibit “B” attached hereto and incorporated herein for all purposes, is less than 1,000 feet in width; and

WHEREAS, Texas Local Government Code Section 43.015 authorizes adjacent municipalities to make mutually agreeable changes in their boundaries of areas that are less than 1,000 feet in width; and

WHEREAS, pursuant to Texas, Local Government Code Section 43.015, Webster and League City desire to adjust their corporate boundaries lines, whereby League City will release the 11.54 acres tract of land (“Exhibit A”), from its corporate limits to be relinquished to and become a part of the corporate limits of Webster and Webster will accept this land from League City to become part of the corporate limits of Webster;

WHEREAS, pursuant to Texas, Local Government Code Section 43.015, Webster and League City desire to adjust their corporate boundaries lines, whereby Webster will release 49.14 acres of land (“Exhibit B”), from its corporate limits to be relinquished to and become a part of the corporate limits of League City and League City will accept this land from Webster to become part of the corporate limits of League City;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree to the following terms:

TERMS

1. Incorporation of Recitals. The recitals set forth above are true and correct and are hereby incorporated into this Agreement.
2. Term of Agreement. The effective date of this Agreement shall be on the date of execution by all Parties and shall continue until perpetuity.

3. Adoption by Ordinance. It is hereby agreed that the respective governing bodies of Webster and League City shall adopt by Ordinance this Agreement and its Exhibits on or before July 31, 2021, making mutually agreeable changes in their corporate boundaries as provided for in this Agreement.
4. Changes in Boundaries. Pursuant to Texas Local Government Code Sections 43.003 and 43.015, Webster and League City hereby agree that the boundaries between the cities will be adjusted as depicted in Exhibits “A” and “B”, which is attached hereto and incorporated herein for all purposes. The Parties agree to protect, preserve and defend the mutually agreeable changes in their boundaries as depicted above.
5. Official Map. The respective governing bodies of Webster and League City shall take appropriate action to effectuate the terms of this Boundary Agreement through the adoption of an official map (“Official Map”) showing their respective boundaries as required by Texas Local Government Code Section 41.001.
6. Notice of Official Boundary Change. The Parties shall send to the clerk of each county in which the municipality is located a certified copy of this Agreement and Exhibits with the Ordinance adopting and authorizing the execution of this Agreement, and Parties shall file these documents in the deed records of Galveston and Harris Counties within thirty (30) days of adoption
7. Webster Service Plan. Upon the effective date of this agreement, Webster shall begin implementing the service plan attached as Exhibit C. Webster agrees that League City shall have no obligations to provide municipal services or otherwise exert jurisdiction over the land described in Exhibit A, as of the effective date of this Agreement.
8. League City Service Plan. Upon the effective date of this agreement, League City shall begin implementing the service plan attached as Exhibit D. League City agrees that Webster shall have no obligations to provide municipal services or otherwise exert jurisdiction over the land described in Exhibit B, as of the effective date of this Agreement.
9. Assignment. No assignment of this Agreement, in whole or in part, for any purpose shall be made by either party without the written consent of the other party. Subject to this limitation, this Agreement shall bind and inure to the benefit of the successors and assigns of the Parties.
10. Interpretation of Agreement. This Agreement or any portion thereof shall not be interpreted by a court of law to the detriment of a party based solely upon that party’s authorship of the Agreement or any portion thereof.
11. Severability. If for any reason, any one or more paragraphs of this Agreement are held legally invalid, such judgment shall not prejudice, affect, impair or invalidate the remaining paragraphs of this Agreement as a whole.
12. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and supersedes all prior agreements, understandings and arrangements, oral or written, between the parties thereto with respect to the subject thereof.
13. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas and the venue for any cause of action shall be brought in

Galveston County, Texas.

14. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument.
15. No Joint Venture. This Agreement is not intended to create, nor should it be construed as creating a partnership, association, joint venture, or trust.
16. No Waivers. The waiver by any party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.
16. Current Revenues Available. All parties agree that any payments that are made under this Agreement for government functions or services will be made from current revenues available to the paying party.
17. No Third-Party Beneficiary. Nothing in this Agreement shall entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the parties that this Agreement shall not be construed as a third-party beneficiary contract.
18. Force Majeure. If by reason of Force Majeure, the City shall be unable in whole or in part to carry out its obligations under this Agreement in accordance with the terms and conditions of this Agreement, it shall not be considered a breach by this Agreement. The term "Force Majeure" as used in this Agreement shall mean acts of God, strikes, lock-outs, or other industrial disturbances, acts of public enemy, orders of any kind of the federal or state government, or any civil or military authority, insurrection, riots, epidemics, landslides, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, the partial or entire failure of the City, or any other causes not reasonably within the control of the City.
19. Immunity. It is expressly understood and agreed that, in the execution of this Agreement, the Parties do not waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
20. Authority to Bind.
 - a. Each Party represents and warrants for itself that this Agreement, in accordance with the requirements of the Interlocal Cooperation Act and that it has been authorized by its' respective governing body.
 - b. Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.

Executed on _____ . *(date to be filled in by City Secretary of League City)*

THE CITY OF LEAGUE CITY

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

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Nghiem V. Doan, City Attorney

THE CITY OF WEBSTER

Donna Rogers, Mayor

Attest:

Michael Muscarello, City Secretary

Approved as to Form:

City Attorney

Exhibit A

11.54 acres tract of land

Description of Property released by League City and accepted by Webster

Being a 11.54-acre tract of land located in the Robert Wilson League, Abstract Number 88, Harris County, Texas, and being all of West Nasa Blvd. (100' R.O.W.) (AKA Challenger Blvd.) as recorded in Harris County Clerk's (H.C.C.F.) File Number L887442 dated September 26, 1988 and all of Lot 1, Block 1 of Minor Plat Trophy Park Plaza, according to the map or plat thereof recorded in H.C.C.F. Number 20130143460, Film Code (F.C.) Number 652238 of the Map Records of Harris County, Texas (M.R.H.C.T.), a portion of West Nasa Blvd. (100' R.O.W.) (AKA Challenger Blvd.), a 9.0326 acre parcel called Tract 8 as recorded in H.C.C.F. Number M406695, F.C. 162-67-1667 of the Official Public Records of Real Property of Harris County, Texas (O.P.R.R. H. C.T.), a portion of Wilson Avenue in Webster Outlots Subdivision, filed for record May 24, 1998, recorded in Volume 67, Page 197 of the Map Records of Harris County, Texas. (M.R.H.C.T.), and also being a portion of a called 241.296-acre tract, conveyed from Realty Advisory Group, Inc., Trustee to Sonoma Corporation, described in a Special Warranty Deed, executed December 29, 1993 recorded in H.C.C.F. No. P627227, F.C. No 196-54-2051, O.P.R.R.P.H.C.T.; said 11.54-acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8-inch iron rod at the northeast corner of a called 5.91-acre tract, conveyed from Dolhar Enterprises, Inc. to Watcent Inc., described in a Special Warranty Deed executed October 12, 2011 recorded in Harris County Clerk File Number (H.C.C.F. No.) 20110436736, of the Official Public Records of Real Property of Harris County, Texas (O.P.R.R.P.H.C.T), same being the northwest corner of Lot 2-R of said the Replat of Trophy Park a subdivision of record in H.C.C.F. No. Z338195, Film Code Number (F.C. No.) 600280, filed for record June 5, 2006, (M.R.H.C.T.), same being on the existing southerly right-of-way line of Farm to Market Road 528 (FM 528), a variable width right-of-way, and the existing westerly right-of-way line of said West Nasa Boulevard, a 100 feet right-of-way, being on the proposed city limit line of City of League City and Webster City.

1. THENCE, North 81°02'47" East, along existing right-of-way line of FM 528, a distance of 129.79 feet to a found 1/2 inch iron rod on the existing easterly right-of-way line of said West Nasa Boulevard and the northwest corner of Lot 1 Block 1 of said Minor Plat of Trophy Park Plaza, said point being on the proposed city limit line of City of League City with Webster City.
2. THENCE, North 81°21'00" East, a distance of 76.15 feet continuing along the existing southerly right-of-way line of FM 528 along said proposed city limit line to a point being the beginning of a curve to the left;
3. THENCE continuing along said southerly right-of-way line of FM 528 and the arc of said curve to the left having a Delta angle of 00°05'21", a radius of 2411.30 feet, a chord bearing of North 81°18'19" East, a chord distance of 3.75 feet, and an arc length of 3.75 feet to a point at the northwest corner of a called 1.0204-acre tract, Lot 1 Block 1 of said Minor Plat of Trophy Park Plaza, being the northwest corner of a called 0.358 of one-acre tract conveyed from City of Webster to Herbert Kobayashi, described in a Deed Without Warranty executed October 24, 1994, recorded in H.C.C.F. No. R118567, F.C. No. 501-52-3584, of the O.P.R.R.P.H.C.T., said point being on the common line of the existing city limits of City of League City with Webster City;

THENCE, along the common existing line of said City Limits the following two (2) courses:

4. South 41°05'18" East, passing at a distance of 300.90 feet a found 5/8-inch iron rod along the common line of said called 0.358 of one-acre tract with said called 1.0204-acre tract, being the southeast corner of said called 1.0204-acre tract and the southwest corner of said called 0.358 of one-acre tract, same being on the existing northwesterly right-of-way line of Wilson Avenue, a called 60

feet right-of-way, as shown in said Webster Outlots Subdivision, continuing across said Wilson Avenue an a distance of 27.21 feet (Occupied 30.00 feet remaining) to a point being on the existing southeasterly right-of-way line of said Wilson Avenue, same being the northwesterly line of the remainder of said called 241.296-acre tract, continuing across said remainder of a called 241.296-acre tract for a total distance of 1,688.87 feet for angle corner;

5. South 30° 27'13" East, a distance of 570.06 feet continuing across the remainder of said called 241.296-acre tract, to the northerly line of a called 100.0-acre tract, conveyed from Sonoma Company, Ltd. to Clear Creek Independent School District, described in a General Warranty Deed executed October 19, 2004, recorded in H.C.C.F. No. Y004001, O.P.R.R.P.H.C.T., being a southerly line of the remainder of said called 241.296-acre tract and on a curve to the right, same being the proposed common city limits line of City of League City with Webster City;

THENCE, along the proposed line of said common city limits line the following seven (7) courses:

6. Northwesterly, along the common line of said called 100.0-acre tract with the remainder of said called 241.296-acre tract and said curve to the right, having a central angle of 21°21'29", a radius of 2,050.00 feet, an arc length of 764.17 feet, a chord that bears North 51°52'05" West, a distance of 759.76 feet to a found 5/8-inch iron rod;
7. North 41°11'21" West, a distance of 731.15 feet to a point continuing along the common line of said called 100.0-acre tract with the remainder of said called 241.296-acre tract being on the existing east right-of-way line of West Nasa Boulevard,
8. North 41°13'44" West, a distance of 428.45 feet continuing across said West Nasa Boulevard, to a found 5/8-inch iron rod on the intersection of the existing southwest right-of-way line of Nasa Road West, also known as Wilson Avenue, a called 60 feet right-of-way, as shown on said Webster Outlots Subdivision with the existing west right-of-way line of said West Nasa Boulevard, same being the most easterly northeast corner of a called 54.7610-acre tract conveyed from Realty Advisory Group to Sonoma Corporation by special warranty deed, recorded in H.C.C.F. No. P627227 F.C. No. 196-54-205, file for record on December 29, 1993
9. North 41°03'05" West, a distance of 72.01 feet, with the southwest right-of-way line of said Nasa Road West to a found 1/2-inch iron rod, same being the southeasterly corner of a called 1.59-acre tract, Lot 3-R of said Replat of Trophy Park Subdivision,
10. North 41°11'50" West, a distance of 53.16 feet, continuing along the common line of said called 1.59-acre tract with the existing southwest right-of-way line of said West Nasa Boulevard, to a point being the beginning of a curve to the right;
11. Continuing along said curve to the right along the common line of the existing west right-of-way of said West Nasa Boulevard with said Lot 3-R and a called 1.85-acre tract, Lot 2-R of said Replat of Trophy Park Subdivision, having a Delta angle of 28°22'06", a radius of 650.00 feet, a chord distance of 318.55 feet, a chord bearing of North 27°00'47" West, and an arc length of 321.83 feet an existing cut-back right-of-way line of said West Nasa Boulevard, same being the northeast corner of said Lot 2-R
12. North 54°49'37" West, a distance of 21.55 feet to the POINT OF BEGINNING of the herein described parcel and containing an approximately 11.54-acre tract of land more or less.

Exhibit B

49.14 acres tract of land

Description of Property released by Webster and accepted by League City

Being a 49.14-acre tract of land located in the John Dickinson League, Abstract Number 15, and also located in the Robert Wilson League, Abstract No. 88, Harris County, Texas, also being a portion of a called 100.0-acre tract, conveyed from Sonoma Company, Ltd. to Clear Creek Independent School District, described in a General Warranty Deed executed October 19, 2004, recorded in Harris County Clerk's File No. (H.C.C.F. No.) Y004001, Official Public Records of Real Property of Harris County, Texas (O.P.R.R.P.H.C.T) and a called 42.925-acre tract, conveyed from Sonoma Company, Ltd. to Clear Creek Independent School District, described in a General Warranty Deed executed October 19, 2004, (H.C.C.F. No.) Y004004; and a called 6.3895-acre tract, conveyed from General Homes Corporation to Baybrook Municipal Utility District Number 1, described in a Special Warranty Deed executed July 17, 1990, recorded in H.C.C.F. No. M731357. O.P.R.R.P.H.C.T. and a 3.2205-acre tract, conveyed from General Homes Corporation to Harris County Flood Control District, described in a Right of Way Deed executed May 9, 1989, recorded in H.C.C.F. No. M406693, O.P.R.R.P.H.C.T , and a called 8.618-acre tract, conveyed from General Homes Corporation to Harris County, described in a Right of Way Deed executed May 9, 1989, recorded in H.C.C.F. No. M406692, O.P.R.R.P.H.C.T and a called 14.5775-acre tract, also known as Tract 1, conveyed from Harrison Interest, Ltd. to Harris County, described in a Special Warranty Deed executed August 25, 1982, recorded in H.C.C.F. No. H602231, O.P.R.R.P.H.C.T., and a called 9.141-acre tract, conveyed from Harrison Interest Ltd. to Harris County Flood Control District, described in a Special Warranty Deed executed August 25, 1982, recorded in H.C.C.F. No. H602232, O.P.R.R.P.H.C.T., and a called 265.924-acre tract, also known as Tract 3, conveyed from Harrison Interest, Ltd. to Harris County, described in Special Warranty Deed executed August 25, 1982, recorded in H.C.C.F. No. H602231, O.P.R.R.P.H.C.T; said 49.14-acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8-inch iron rod found marking the southwest corner of said called 42.925- acre tract and southeast corner of said called 100.0-acre tract, same being on the north line of said called 6.3895-acre tract, thence as follows:

North 02° 55' 33" East, along the common line of said called 100.0-acre tract and said called 42.925-acre tract, a distance of 1,206.80 feet to a point for the POINT OF BEGINNING of the herein described tract, being on the existing common city limits line of City of League City with Webster City;

1. THENCE, North 30° 27' 13" West, across said called 100.0-acre tract and along said existing city limits, a distance of 386.14 feet to a point on the proposed city limit line of City of League City with the City of Webster, same being on the southerly line of the remainder of a called 241.296-acre tract, conveyed from Realty Advisory Group, Inc., Trustee to Sonoma Corporation, described in a Special Warranty Deed, executed December 29, 1993 recorded in H.C.C.F. No. P627227, F.C. No 196-54-2051, O.P.R.R.P.H.C.T and the beginning of a non-tangent curve to the left;
2. THENCE, in a southeasterly direction along said curve to the left, along the common line of said remainder of a called 241.296-acre tract with said called 42.925-acre tract, same being said proposed city limits, having a central angle of 32° 53' 06", a radius of 2,050.00 feet, a chord that bears South 78° 59' 22" East, a distance of 1,160.52 feet, passing at an arc length of 201.40 feet a 5/8-inch iron rod found marking the northwest corner of said called 42.925-acre tract and the northeast corner of said called 100.0-acre tract, continuing for a total arc length of 1,176.60 feet to a point being on the proposed west right-of-way line of Landing Boulevard, a variable width right-of-way, same being the beginning of a non-tangent curve to the left;
3. THENCE, across said called 42.925-acre tract, along the proposed right-of-way line of Landing Boulevard in a southeasterly direction along said curve to the left, having a central angle of 15° 01'

- 19", a radius of 135.00 feet, an arc length of 35.39 feet, a chord that bears South 36° 30' 13" East, a distance of 35.29 feet for the point of reverse curvature of a curve to the right;
4. THENCE, continuing across said called 42.925-acre tract, along the proposed right-of-way line of Landing Boulevard in a southeasterly direction along said curve to the right, having a central angle of 39° 51' 08", a radius of 180.00 feet, an arc length of 125.20 feet, a chord that bears South 24° 05' 18" East, a distance of 122.69 feet to a point;
 5. THENCE, North 87° 05' 22" East, continuing across said called 42.925-acre tract, along the proposed right-of-way line of Landing Boulevard, a distance of 7.40 feet to a point;
 6. THENCE, North 85° 59' 05" East, continuing across said called 42.925-acre tract and the proposed right-of-way of said Landing Boulevard, a distance of 100.02 feet to a point on the proposed east right-of-way line of said Landing Boulevard;
 7. THENCE, North 87° 05' 22" East, continuing across said called 42.925-acre tract and the proposed right-of-way of said Landing Boulevard, a distance of 9.35 feet to a point for the beginning of a non-tangent curve to the right;
 8. THENCE, continuing across said called 42.925-acre tract, along the proposed right-of-way line of Landing Boulevard in a northeasterly direction along said curve to the right, having a central angle of 39° 24' 53", a radius of 180.00 feet, an arc length of 123.82 feet, a chord that bears North 17° 56' 33" East, a distance of 121.40 feet to a point for the beginning of a non-tangent curve to the left;
 9. THENCE, continuing across said called 42.925-acre tract, along the proposed right-of-way line of Landing Boulevard in a northeasterly direction along said curve to the left, having a central angle of 02° 32' 44", a radius of 135.00 feet, an arc length of 6.00 feet, a chord that bears North 36° 22' 38" East, a distance of 6.00 feet to a point of curvature to the right;
 10. THENCE, continuing across said called 42.925-acre tract, along the proposed right-of-way line of Landing Boulevard in a northeasterly direction along said curve to the right, having a central angle of 39° 03' 17", a radius of 180.00 feet, an arc length of 122.69 feet, a chord that bears North 54° 37' 54" East, a distance of 120.33 feet to a point for angle,
 11. THENCE, South 15° 50' 27" East, continuing across said called 42.925-acre tract, along the proposed right-of-way line of Landing Boulevard, a distance of 25.00 feet to a point for the beginning of a non-tangent curve to the left;
 12. THENCE continuing across said called 42.925-acre tract, along the proposed right-of-way line of Landing Boulevard in a northeasterly direction along said curve to the left, having a central angle of 00° 56' 01", a radius of 2,076.17 feet, an arc length of 33.83 feet, a chord that bears North 73° 41' 33" East, a distance of 33.83 feet for the beginning of a non-tangent curve to the left;
 13. THENCE continuing across said called 42.925-acre tract, along the proposed right-of-way line of Landing Boulevard In a northeasterly direction along said curve to the left, having a central angle of 02° 43' 53", a radius of 2,075.27 feet, an arc length of 98.93 feet, a chord that bears North 72° 58' 52" East, a distance of 98.92 feet to a point on the east line of said called 42.925-acre tract and an internal west line of the remainder of said called 241.2960-acre tract;
 14. THENCE, South 02° 55' 19" East, departing the proposed right-of-way line of said Landing Boulevard, continuing along said proposed city limits, along the east line of said 42.925-acre tract, passing at a distance of 97.23 feet a 5/8-inch iron rod in concrete found at the northwest corner of a called 140-acre tract conveyed to Forest Park Cemetery, described in deed executed October 6,

1954, recorded in Volume 2835, Page 680 of the Deed Records of Harris County, Texas (D.R.H.C.T.), same being a southwest corner of said called 241.2960-acre tract, continuing along the west line of said 140-acre tract passing at a distance of 1,443.93 feet a 5/8-inch iron rod found marking the southeast corner of said called 42.925-acre tract and the northeast corner of a said called 14.5775-acre tract, continuing along the common line of said called 14.5775-acre tract with said called 140-acre tract for a total distance of 3,031.57 feet to a point for angle point on said existing city limits line;

15. THENCE, North 27° 30' 21" West, along said existing city limits line and across said called 14.5775-acre tract, passing at a distance of 697.07 feet to a point on the proposed east right-of-way line of said Landing Boulevard and the east line of a called 9.141-acre tract, passing at a distance 937.44 feet to a point on the proposed west right-of-way line of said Landing Boulevard, passing at a distance of 1,105.70 feet to a point for the common line of the west line of said called 9.141-acre tract with the east line of said called 265.924-acre tract, passing at a distance of 1,710.80 feet to a point for the common line of the north line of said called 265.924-acre tract with the south line of said called 8.618-acre tract, passing at a distance of 1,807.79 feet to a point for the common line of the north line of said called 8.618-acre tract with the south line of said called 3.2205-acre tract, passing at a distance of 1,840.24 feet to a point for the common line of the north line of said called 3.220-acre tract with the south line of said called 6.389-acre tract, continuing for a total distance of 1,910.43 feet to a point for the common line of the north line of said called 6.389-acre tract with the south line of said 42.925-acre tract;
16. THENCE, North 30° 27' 13" West, along said existing city limits line and across said called 42.925-acre tract, a distance of 1,334.13 feet to the POINT OF BEGINNING of the herein described tract of land.

Exhibit C

Webster Municipal Service Plan for 11.54 acres tract of land

Municipal Services to the 11.54 acres tract of land described in Exhibit A shall be solely furnished by or on behalf of the City of The Webster, Texas (“Webster”) at the following levels and in accordance with the following schedule:

A. POLICE PROTECTION:

1. Police personnel and equipment from Webster Police Department shall be provided to the 11.54 acres tract of land described in Exhibit A, at a level consistent with current methods and procedures presently provided to similar areas, on the effective date of this Agreement.
2. As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
3. Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the Webster city limits.

B. FIRE PROTECTION / EMERGENCY MEDICAL SERVICES:

1. Fire protection and Emergency Medical Services (EMS) from Webster shall be provided to the 11.54 acres tract of land described in Exhibit A, at a level consistent with current methods and procedures presently provided to similar areas, on the effective date of this Ordinance.
2. As development commences in this area, sufficient fire protection and EMS, including personnel and equipment will be provided to furnish this area with the level of services consistent with the characteristics of topography, land utilization and population density of the area. It is anticipated that fire stations currently within Webster will be sufficient to serve this area.
3. Upon ultimate development, fire protection and EMS will be provided at a level consistent with other similarly situated areas within the City limits.

C. FIRE PREVENTION:

The services of Webster Fire Department shall be provided to the areas on the effective date of this Agreement.

D. SOLID WASTE COLLECTION:

1. Solid waste collection shall be provided to the 11.54 acres tract of land described in Exhibit A upon request on the effective date of this Agreement. The collection of refuse from individual properties shall be made in accordance with the usual Sanitation Department scheduling.
2. As development commences in these areas, sufficient solid waste collection will be provided to furnish the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.
3. Upon ultimate development, solid waste collection will be provided at a level consistent with

other similarly situated areas within the city limits.

E. WATER SERVICE

1. Connection to existing Webster water mains for water service will be provided by the property owner. Upon connection to existing mains, water will be provided at rates established by Webster ordinances. Property owner, at owner's expense, will connect to the existing Webster water lines.
2. Capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas.
3. Water mains installed or improved to Webster standards within the 11.54 acres tract of land described in Exhibit A which are located within dedicated easements, rights-of-way, or any other acceptable location approved by the Webster Engineer, shall be maintained by Webster on the effective date of this Agreement.
4. Maintenance of private lines will be the responsibility of the owner or occupant.
5. Operation and maintenance of water facilities in the 11.54 acres tract of land described in Exhibit A that are within the service area of another water utility will be the responsibility that utility.

F. SANITARY SEWER SERVICE:

1. Connection to existing Webster sanitary sewer mains for sewage service will be provided by the property owner. Upon connection to existing mains, sanitary sewer collection will be provided at rates established by City ordinances. Property owner, at owner's expense, will connect to the existing city sanitary sewer lines.
2. Capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas.
3. Sanitary sewer mains and lift stations installed or improved to Webster standards within the 11.54 acres tract of land described in Exhibit A which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the Webster City Engineer, shall be maintained by Webster on the effective date of this Agreement.
4. Operation and maintenance of wastewater facilities in the 11.54 acres tract of land described in Exhibit A that are within the service area of another water utility will be the responsibility that utility.
5. Operation and maintenance of private wastewater facilities in the 11.54 acres tract of land described in Exhibit A will be the responsibility of the owner.

G. STREETS:

1. Emergency street maintenance shall be provided for publicly dedicated streets or roads within these areas on the effective date of this Agreement. Routine maintenance will be scheduled as part of Webster's annual street maintenance program in accordance with the then current policies and procedures defined by ordinance.
2. As development commences in these areas, all publicly dedicated streets shall be constructed to

current Webster standards. The regulations and ordinance regarding Webster participation, maintenance and acceptance upon completion, shall apply.

3. Maintenance will be provided at a level consistent with the characteristics of topography, land utilization, and population density of the area.

H. PARKS AND RECREATION:

1. Any residents within the 11.54 acres tract of land described in Exhibit A may utilize all existing park and recreation facilities, on the effective date of this Agreement. Fees for such usage shall be in accordance with current fees established by ordinance.
2. As development commences in these areas, additional park and recreation facilities shall be constructed based on park policies defined in the Webster Master Plan. The general planned locations and classifications of parks will ultimately serve residents from the current Webster city limits and residents from areas being considered for annexation.

I. ENVIRONMENTAL HEALTH AND CODE ENFORCEMENT SERVICES:

1. Enforcement of current environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicles ordinances and animal control ordinances, shall begin within these areas within sixty (60) days of the effective date of this Agreement.
2. Inspection services, including but not limited to, the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical, and electrical work to ensure compliance with Webster codes and ordinances will be provided within sixty (60) days of the effective date of this Agreement.
3. As development commences in this area, Webster shall provide the level of Environmental Health and Code Enforcement Services as are furnished in other similarly situated areas throughout Webster.

J. MISCELLANEOUS:

Any publicly owned facility, building, or service located within the 11.54 acres tract of land described in Exhibit A shall be maintained by the City of Webster on the effective date of this Agreement.

Exhibit D

League City Municipal Service Plan for 49.14 acres tract of land

Municipal Services to the 49.14 acres tract of land described in Exhibit B shall be solely furnished by or on behalf of the City of the League City, Texas (“League City”) at the following levels and in accordance with the following schedule:

K. POLICE PROTECTION:

1. Police personnel and equipment from League City Police Department shall be provided to the 49.14 acres tract of land described in Exhibit B , at a level consistent with current methods and procedures presently provided to similar areas, on the effective date of this Agreement.
2. As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
3. Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the League City city limits.

L. FIRE PROTECTION / EMERGENCY MEDICAL SERVICES:

4. Fire protection and Emergency Medical Services (EMS) from League City shall be provided to the 49.14 acres tract of land described in Exhibit B, at a level consistent with current methods and procedures presently provided to similar areas, on the effective date of this Ordinance.
5. As development commences in this area, sufficient fire protection and EMS, including personnel and equipment will be provided to furnish this area with the level of services consistent with the characteristics of topography, land utilization and population density of the area. It is anticipated that fire stations currently within League City will be sufficient to serve this area.
6. Upon ultimate development, fire protection and EMS will be provided at a level consistent with other similarly situated areas within the City limits.

M. FIRE PREVENTION:

The services of League City Fire Department shall be provided to the areas on the effective date of this Agreement.

N. SOLID WASTE COLLECTION:

1. Solid waste collection shall be provided upon request on the effective date of this Agreement. The collection of refuse from individual properties shall be made in accordance with the usual Sanitation Department scheduling.
2. As development commences in these areas, sufficient solid waste collection will be provided to furnish the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

3. Upon ultimate development, solid waste collection will be provided at a level consistent with other similarly situated areas within the city limits.

O. WATER SERVICE

1. Connection to existing League City water mains for water service will be provided by the property owner. Upon connection to existing mains, water will be provided at rates established by League City ordinances. Property owner, at owner's expense, will connect to the existing League City water lines.
2. Capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas.
3. Water mains installed or improved to League City standards within the 49.14 acres tract of land described in Exhibit B which are located within dedicated easements, rights-of-way, or any other acceptable location approved by the League City Engineer, shall be maintained by League City on the effective date of this Agreement.
4. Maintenance of private lines will be the responsibility of the owner or occupant.
5. Operation and maintenance of water facilities in the Tract 2 that are within the service area of another water utility will be the responsibility that utility.

P. SANITARY SEWER SERVICE:

1. Connection to existing League City sanitary sewer mains for sewage service will be provided by the property owner. Upon connection to existing mains, sanitary sewer collection will be provided at rates established by City ordinances. Property owner, at owner's expense, will connect to the existing city sanitary sewer lines.
2. Capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas.
3. Sanitary sewer mains and lift stations installed or improved to League City standards within the Tract 2 which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the League City City Engineer, shall be maintained by League City on the effective date of this Agreement.
4. Operation and maintenance of wastewater facilities in Tract 2 that are within the service area of another water utility will be the responsibility that utility.
5. Operation and maintenance of private wastewater facilities in Tract 2 will be the responsibility of the owner.

Q. STREETS:

1. Emergency street maintenance shall be provided for publicly dedicated streets or roads within these areas on the effective date of this Agreement. Routine maintenance will be scheduled as part of the League City's annual street maintenance program in accordance with the then current policies and procedures defined by ordinance.

2. As development commences in these areas, all publicly dedicated streets shall be constructed to current League City standards. The regulations and ordinance regarding League City participation, maintenance and acceptance upon completion, shall apply.
3. Maintenance will be provided at a level consistent with the characteristics of topography, land utilization, and population density of the area.

R. PARKS AND RECREATION:

1. Any residents within Tract 2 may utilize all existing park and recreation facilities, on the effective date of this Agreement. Fees for such usage shall be in accordance with current fees established by ordinance.
2. As development commences in these areas, additional park and recreation facilities shall be constructed based on park policies defined in the League City Master Plan. The general planned locations and classifications of parks will ultimately serve residents from the current League City city limits and residents from areas being considered for annexation.

S. I. ENVIRONMENTAL HEALTH AND CODE ENFORCEMENT SERVICES:

1. Enforcement of current environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicles ordinances and animal control ordinances, shall begin within these areas within sixty (60) days of the effective date of this Agreement.
2. Inspection services, including but not limited to, the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical, and electrical work to ensure compliance with League City codes and ordinances will be provided within sixty (60) days of the effective date of this Agreement.
3. As development commences in this area, League City shall provide the level of Environmental Health and Code Enforcement Services as are furnished in other similarly situated areas throughout the League City.

T. MISCELLANEOUS:

Any publicly owned facility, building, or service located within Tract 2 shall be maintained by City of League City on the effective date of this Agreement.