

TRI-PARTY AGREEMENT

THIS TRI-PARTY AGREEMENT ("Agreement") is made by and among the CITY OF HOUSTON, TEXAS, a municipal corporation and home-rule city in the State of Texas ("Houston"); BAYBROOK MUNICIPAL UTILITY DISTRICT NO. 1, a body politic and corporate and governmental agency created and operating under the provisions of Chapters 49 and 54, Texas Water Code, and pursuant to Article XVI, Section 59, Texas Constitution (the "District"); and the CITY OF LEAGUE CITY, TEXAS, a municipal corporation ("League City"), Houston, League City and the District may each be referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, on June 13, 1984, Houston granted the District's Petition for Consent to the Creation of the District, with all of the land proposed to be included in the District being within the extra-territorial jurisdiction of Houston; and

WHEREAS, on July 9, 1984, the Texas Water Commission, predecessor to the Texas Commission on Environmental Quality (the "Commission") created the District pursuant to Chapter 54 of the Texas Water Code for the purpose of providing water, sanitary sewer, and drainage services to proposed developments within the boundaries of the District; and

WHEREAS, now the District is authorized to issue bonds for the purposes of acquiring and constructing water, sanitary sewer, drainage, parks, and road facilities to serve the land within its boundaries; and

WHEREAS, the District now desires to annex approximately 450 acres of land, as further described by the metes and bounds description included on **Exhibit A** attached hereto, that lies or will lie entirely within the city limits of League City (the "Clearfield Tract"); and

WHEREAS, the Parties now desire to enter into this Agreement to provide for the terms and conditions on which the Clearfield Tract may be annexed into the boundaries of the District and for Houston and League City to consent to such annexation; and

WHEREAS, the Parties agree that the updated City of Houston Consent Conditions, which are attached hereto as **Exhibit C**, supersede the previous City of Houston Consent Conditions that the District and Houston agreed to on June 20, 2018; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

AGREEMENT

1. GENERALLY.

A. The Recitals to this Agreement are incorporated herein for all purposes.

B. The following terms have the following meanings:

"Agreement" means this certain Tri-Party Agreement among Houston, the District, and League City.

"Clearfield Bonds" means those certain bonds issued by the District for the reimbursement of water, sewer, drainage, road, and parks facilities only on or serving the Clearfield Tract.

"Clearfield Tract" means that approximate 450-acre tract of land, more fully described on **Exhibit A** attached hereto.

"Commission" means the Texas Commission on Environmental Quality.

"District" means Baybrook Municipal Utility District No. 1.

"Effective Date" means the date on which this Agreement is last executed by any of the Parties hereto.

"Houston" means the City of Houston, Texas, a municipal corporation principally situated in Harris County, Texas.

"Houston Consent Conditions" means the revised Consent Conditions of the City of Houston, attached hereto as **Exhibit C**, which apply to all property in the District except for the Clearfield Tract.

"League City" means the city of League City, Texas, a municipal corporation situated in Galveston County.

"League City Consent Conditions" means the Consent Conditions of the City of League City, attached hereto as **Exhibit B**, which only apply to the Clearfield Tract.

"New Facilities" means the water, sewer, drainage, road and park facilities to be constructed to serve the Clearfield Tract.

2. CONSENT TO ANNEXATION OF LAND BY THE DISTRICT.

The Parties agree that, subsequent to the date of this Agreement, the District will proceed with annexing the Clearfield Tract into the boundaries of the District, and that the District is currently able to serve the Clearfield Tract with water, sewer, and drainage, parks and road facilities or will be able to serve the Clearfield Tract with water, sewer, and drainage, parks and road facilities upon the completion of the construction of the New Facilities. Houston and League City agree in this Agreement to approve and consent to the inclusion of the Clearfield Tract within the District. The League City Consent Conditions will apply to the Clearfield Tract. The Houston Consent Conditions attached hereto as **Exhibit C** will apply to the rest of the District. No additional action is required on the part of Houston or League City to evidence its consent to the annexation of the Clearfield Tract into the District.

3. CITY OF HOUSTON CONSENT CONDITIONS.

Houston approves the amended City of Houston Consent Conditions, attached hereto as **Exhibit C**, which shall replace and supersede the City of Houston Consent Conditions attached to City of Houston Ordinance No. 2018-500.

4. MAXIMUM ALLOWABLE TAX RATE FOR THE DISTRICT.

The Parties agree that the Commission's current rules do not allow for overlapping tax rates attributable to water, sewer, drainage, recreational facilities, and roads to exceed one dollar and fifty cents (\$1.50). Without limiting legal authority, the Parties agree that the District, will not submit a bond issue or other application in any form to the Commission, or its successor, or sell bonds that would result in a projected tax rate, including debt service, operation and maintenance, and any other lawful purpose, of more than one dollar and zero cents (\$1.00) per one hundred dollars (\$100.00) valuation of taxable property within the District. The District agrees not to levy more than one dollar and zero cents (\$1.00) per one hundred dollars (\$100.00) of valuation of taxable property within the District the year after the District issues its first bonds for the Clearfield Tract.

5. ISSUANCE OF BONDS.

As soon as practicable and feasible in accordance with the rules of the Commission, the District will issue bonds for the reimbursement of the costs associated with acquiring and constructing water, sanitary sewer, drainage, road, and parks facilities to serve the Clearfield Tract (the "Clearfield Bonds"), with the maturity date for such bonds to be set in accordance with the League City Consent Conditions. Any bonds that are issued for water, sanitary sewer, drainage, road, or parks facilities to finance facilities to serve the Clearfield Tract are subject only to the League City Consent Conditions and are not subject to the City of Houston Consent Conditions.

Any bonds issued by the District other than the Clearfield Bonds shall be subject only to the Houston Consent Conditions.

6. DE-ANNEXATION UPON FINAL DEBT SERVICE PAYMENT.

No later than six months before the District's final debt service payment on all outstanding Clearfield Bonds, the District will provide Houston and League City with written notice of the date of such payment. Automatically, unless League City gives written notice otherwise, upon final payment of all debt service payments for the Clearfield Bonds, the District will de-annex the Clearfield Tract from the District's boundaries, at which point the Clearfield Tract will no longer be part of the District. The District is required to deannex the Clearfield Tract from the District without any petitions or requirements as may be required now or in the future. The District will remove the Clearfield Tract from the District and will use the Clearfield metes and bounds, as attached to this agreement, or the District will hire a surveyor to draft a new description six months prior to the District's final debt service payment. The Parties agree if the District fails to deannex the Clearfield Tract from the District, either other Party may request a court to mandamus the District to act and the District will be responsible for any attorneys fees required to facilitate the removal of the Clearfield Tract from the District. Both League City and Houston agree not to dissolve or annex the District prior to this date. The District will remain in place and may have to call an election to vote additional bonds to serve the District after the de-annexation of the Clearfield Tract. This automatic deannexation of the Clearfield Tract survives any termination of this Agreement.

The final maturity of all Bonds issued by the District shall not exceed 30 years from the date of the initial water, sewer, and drainage bonds to serve the Clearfield Tract; provided, however, that unless otherwise agreed to in writing by League City, the final maturity on any series of District bonds shall not extend beyond December 31, 2060.

7. CONSTRUCTION OF DISTRICT FACILITIES.

The Parties agree that the District will undertake to construct the New Facilities to serve the Clearfield Tract, including all infrastructure required to reach League City's existing water plant and wastewater treatment plant, and such New Facilities will be independent from the existing District Facilities.

8. LEAGUE CITY CITY SERVICES.

League City agrees to provide City services, including but not limited to fire protection, police and emergency services, and garbage services to the Clearfield Tract in the same manner as it provides those city services to the League City residents.

9. ASSIGNABILITY.

This Agreement shall bind and benefit the respective Parties and their legal successors, but shall not otherwise be assignable, in whole or in part, by any Party without first obtaining written consent of the other Parties.

10. NOTICE.

Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any Party to the other Parties 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, with return receipt requested, or by delivering the same to an officer of such Party, or by prepaid telefax, when appropriate, 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 days after it is so deposited.

Notice given in any other manner shall be effective only if and when received by the Party to be notified. However, in the event of service interruption or hazardous conditions, no Party will delay remedial action pending the receipt of formal Notice. For the purposes of Notice, the addresses of the Parties shall, until changed as hereinafter provided, be as follows:

If to the City of Houston:

City of Houston

P.O. Box 1562

Houston, TX 77251

Attn: Director, Department of Planning and Development or his or her designee

If to the District:

Baybrook Municipal Utility District No. 1

c/o Allen Boone Humphries Robinson LLP

3200 Southwest Frwy, Ste. 2600

Houston, TX 77027

Attn: Angie Lutz

Email: alutz@abhr.com

If to the City of League City:

City of League City

City Hall

300 West Walker
League City, TX 77573
Attn: City Manager
Email: john.baumgartner@leaguecitytx.gov

The Parties shall have the right from time to time and any time to change their respective addresses and each shall have the right to specify as its address any other address upon at least 15 days written notice to the other Parties.

11. MISCELLANEOUS PROVISIONS.

- A. Waiver. Any failure by a Party hereto to insist upon strict performance by another Party of any provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.
- B. Default. Default shall mean the failure by any Party to comply with the terms and conditions of this Agreement.
- C. Term. Unless otherwise previously terminated pursuant to some term or condition of this agreement or dissolution of the District, this Agreement shall be in force and effect from the date the last party executes this Agreement until the earliest to occur of (i) the completion of all debt service payments by the District or (ii) forty (40) years or the year 2064, whichever is first.
- D. 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 Harris County, Texas.
- E. Severability. The provisions of this Agreement are severable, and if any provisions or part of this Agreement or the application thereof to any person or circumstance 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 such provision or part of this Agreement of other persons or circumstances shall not be affected thereby.
- F. Effect of State and Federal Laws. Notwithstanding any other provision of this Agreement, the Parties shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City ordinances to the extent not in conflict with this Agreement, and any rules implementing such statutes or regulations.

- G. Third Party Beneficiaries. This Agreement will not be construed to act for the benefit of any third party.
- H. Approvals. Whenever this Agreement requires or permits approval or consent to be hereafter given by any Party, the Parties agree that no such approval or consent shall be unreasonably withheld, conditioned, or delayed.
- I. Incorporation of Exhibits and Other Documents by Reference. All exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.
- J. Merger. This Agreement embodies the entire understanding between the Parties and there are no prior effective representations, warranties, or agreements between the Parties.
- K. Construction of Agreement. The Parties agree that this Agreement shall not be construed in favor of or against either Party on the basis that the Party did or did not author this Agreement.
- L. Authority for Execution. Houston hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with City of Houston ordinances. League City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with League City ordinances. The District hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted by the Board of Directors of the District.

[SIGNATURE PAGES FOLLOW]

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

BAYBROOK MUNICIPAL UTILITY DISTRICT NO. 1

By: _____
Mark Hardy, President

Date: _____

ATTEST:

By: _____
David Martin, Secretary

CITY OF HOUSTON, TEXAS

Mayor

ATTEST:

City Secretary

APPROVED:

Director, Department of Planning and Development

APPROVED AS TO FORM:

City Attorney

CITY OF LEAGUE CITY, TEXAS

Mayor

Date: _____

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
CLEARFIELD TRACT

EXHIBIT A
(449.079 acres in 5 tracts)

BAYBROOK MUNICIPAL UTILITY DISTRICT NO. 1 ANNEXATION
TRACT M
METES AND BOUNDS DESCRIPTION
130.9043 ACRES OUT OF
THOMAS CHOATE LEAGUE, ABSTRACT 12,
AUGUST WHITLOCK SURVEY, ABSTRACT 793,
ROBERT WILSON SURVEY, ABSTRACT 88 AND
JOHN DICKINSON SURVEY, ABSTRACT 15
FRIENDSWOOD, HARRIS COUNTY, TEXAS

All that certain 130.9043 acres being out of Thomas Choate League, Abstract 12, August Whitlock Survey, Abstract 793, Robert Wilson Survey, Abstract 88 and John Dickinson Survey, Abstract 15 and out of Lots 1 – 6 and 9 and 10, Block 1, and Lots 9 and 10, Block 5, Webster Outlots according to the plat thereof as filed in Volume 67, Page 197 Harris County Deed Records, and out of Block 12, Sherman Place according to the plat thereof as filed in Volume 69, Page 231 Harris County Deed Records, Friendswood, Texas being out of that certain called Tract 1 (220.0290 acres) described in a deed dated 01-01-2022 from Clearfield Realty, Inc., a Texas corporation to Clearfield Realty, Inc., a Delaware corporation as filed in the Official Records of Harris County at Clerk's File Number RP-2022-3132 and being more particularly described by metes and bounds as follows (bearings based on Texas Coordinate System of 1983, South Central Zone 4204);

Beginning at a found 5/8" iron rod with cap (stamped Terra Surveying) marking the northeast corner of that certain called 2.672 acre tract described in a deed dated 08-09-1977 from Webster Ranch Corporation to Houston Lighting and Power Company (HL&P) as filed in the Official Records of Harris County at Clerk's File Number F336213 and Film Code Number 178-01-1953 and marking a point on the south right-of-way line of Farm Market Road 528 (F.M. 528) (width varies);

1. Thence N 81° 12' 48" E – 9.50' with the south right-of-way line of said F.M. 528 to a found 5/8" iron rod with cap (stamped C.L. DAVIS – RPLS 4464) marking the beginning of a curve to the right having a radius of 5,669.58' and a central angle of 02° 45' 51";

Thence the following (3) courses with the south right-of-way line of said F.M. 528 as established by that certain Parcel 78 called 0.125 acre tract described in a deed dated 09-02-1994 from Clearfield Realty, Inc. to City of League City as filed in the Official Records of Harris County at Clerk's File Number R070017 and Film Code Number 501-12-0979 and Parcel 62, Part 1 called 0.733 acre tract described in that certain Final Judgment to City of League City as filed in the Official Records of Harris County at Clerk's File Number R249492 and Film Code Number 502-61-2107;

2. Thence with said curve an arc distance of 273.53' and a chord bearing and distance of N 82° 35' 43" E – 273.50' to a found 5/8" iron rod marking the point of a reverse curve to the left having a radius of 11,519.16' and a central angle of 02° 45' 51";

3. Thence with said curve an arc distance of 555.74' and a chord bearing and distance of N 82° 35' 44" E – 555.68' to a found 5/8" iron rod for corner, from which a found 5/8" iron rod bears N 31° 51' 08" W – 0.50' for reference;
4. Thence N 81° 12' 48" E – 615.38' to a point for corner;
5. Thence S 08° 46' 00" E – 500.00' with the common east city limit line of Friendswood and the west city limit line of League City to a point for corner;
6. Thence N 81° 12' 48" E – 790.00' with the common north city limit line of Friendswood and the south city limit line of League City to a point for corner;
7. Thence S 08° 46' 00" E – 602.03' with the common east city limit line of Friendswood and the west city limit line of League City and with the west line of that certain called 17.557 acre tract described in a deed dated 05-14-1999 from Clearfield Realty, Inc. to Baybrook Municipal Utility District No. 1 (BMUD) as filed in the Official Records of Harris County at Clerk's File Number T737635 and Film Code Number 525-76-2835 to a found 5/8" iron rod for corner;
8. Thence S 00° 25' 35" E – 793.42' continuing with the common east city limit line of Friendswood and the west city limit line of League City and with the west line of said BMUD tract to a point for corner;
9. Thence S 87° 14' 57" W – 1,556.20' with the common south city limit line of Friendswood and the north city limit line of League City and the common north line of the John Dickinson Survey, Abstract 15 and the south line of the Robert Wilson Survey, Abstract 88 to a point for corner;
10. Thence S 41° 46' 41" W – 1,517.99' with the common southerly city limit line of Friendswood and the northerly city limit line of League City to a point for corner;
11. Thence N 48° 13' 19" W – 1,411.41' with the easterly line of that certain called 6.822 acre tract as described in a deed dated 08-09-1977 from Webster Ranch Corporation to Houston Lighting and Power Company (HL&P) as filed in the Official Records of Harris County at Clerk's File Number F336215 and Film Code Number 178-01-1962 to a found 5/8" iron rod for corner;
12. Thence N 41° 06' 11" E – 1,498.06' continuing with the easterly line of said called 6.822 acre HL&P tract to a found 5/8" iron rod with cap (stamped C.L. DAVIS – RPLS 4464) for corner, from which a found 5/8" iron rod bears N 67° 59' 40" W – 1.71' for reference;
13. Thence N 02° 57' 32" W – 338.43' (deed 336.25') continuing with the easterly line of said called 6.822 acre HL&P tract to a found 5/8" iron rod with cap (stamped Terra Surveying) for corner;
14. Thence N 86° 58' 32" E – 274.75' (deed 275.00') with the south line of said called 2.672 acre HL&P tract to a found 5/8" iron rod with cap (stamped Terra Surveying) for corner;

Exhibit A - Page 3 of 13

15. Thence N 02° 57' 58" W – 345.07' (deed 344.75') with the east line of said called 2.672 acre HL&P tract to the POINT OF BEGINNING and containing 130.9043 acres (5,702,193 square feet) of land more or less.

This document was prepared under 22 TAC 663.21 and is not to be used to convey or establish interest in real property except those right and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

This metes and bounds description is accompanied by a separate plat, drawing or exhibit per Texas Board of Professional Land Surveyor's "General Rules of Procedures and Practices" Section 663.19(9).

Compiled by: C.L. Davis & Company

Firm No. 10082000

Job Number: 11-1031-28-CLEARFIELD TRACT M M&B.Doc

01-25-2023

Revised 09-06-2023



BAYBROOK MUNICIPAL UTILITY DISTRICT NO. 1 ANNEXATION
TRACT N
METES AND BOUNDS DESCRIPTION
9.0680 ACRES OUT OF
ROBERT WILSON SURVEY, ABSTRACT 88
LEAGUE CITY, HARRIS COUNTY, TEXAS

All that certain 9.0680 acres being out of Robert Wilson Survey, Abstract 88 and out of Lots 1 and 3, Block 1, and Lot 10, Block 5, Webster Outlots according to the plat thereof as filed in Volume 67, Page 197 Harris County Deed Records, League City, Harris County, Texas and being out of that certain called Tract 1 (220.0290 acres) described in a deed dated 01-01-2022 from Clearfield Realty, Inc., a Texas corporation to Clearfield Realty, Inc., a Delaware corporation as filed in the Official Records of Harris County at Clerk's File Number RP-2022-3132 and being more particularly described by metes and bounds as follows (bearings based on Texas Coordinate System of 1983, South Central Zone 4204);

Beginning at a found 5/8" iron rod with cap (stamped C.L. DAVIS RPLS 4464) marking the southeast corner of that certain Parcel 62, Part 1 called 0.733 acre tract described in that certain Final Judgement to City of League City as filed in the Official Records of Harris County at Clerk's File Number R249492 and Film Code Number 502-61-2107 and marking a point on the south right-of-way line of Farm Market Road 528 (F.M. 528) (width varies);

1. Thence S 08° 46' 00" E – 500.00' with the west line of that certain called 17.557 acre tract described in a deed dated 05-14-1999 from Clearfield Realty, Inc. to Baybrook Municipal Utility District No. 1 (BMUD) as filed in the Official Records of Harris County at Clerk's File Number T737635 and Film Code Number 525-76-2835 to a point for corner;
2. Thence S 81° 12' 48" W – 790.00' with the common north city limit line of Friendswood and the south city limit line of League City to a point for corner;
3. Thence N 08° 46' 00" W – 500.00' with the common east city limit line of Friendswood and the west city limit line of League City to a point for corner;
4. Thence N 81° 12' 48" E – 790.00' with the south right-of-way line of said F.M. 528 to the POINT OF BEGINNING and containing 9.0680 acres (395,000 square feet) of land more or less.

This document was prepared under 22 TAC 663.21 and is not to be used to convey or establish interest in real property except those right and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Exhibit A - Page 5 of 13

This metes and bounds description is accompanied by a separate plat, drawing or exhibit per Texas Board of Professional Land Surveyor's "General Rules of Procedures and Practices" Section 663.19(9).

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Firm No. 10082000

Job Number: 11-1031-28-CLEARFIELD TRACT N M&B.Doc

09-06-2023



BAYBROOK MUNICIPAL UTILITY DISTRICT NO. 1 ANNEXATION
TRACT O
METES AND BOUNDS DESCRIPTION
80.0566 ACRES OUT OF
JOHN DICKINSON SURVEY, ABSTRACT 15
LEAGUE CITY, HARRIS COUNTY, TEXAS

All that certain 80.0566 acres being out of John Dickinson Survey, Abstract 15, League City, Harris County, Texas and being out of that certain called Tract 1 (220.0290 acres) described in a deed dated 01-01-2022 from Clearfield Realty, Inc., a Texas corporation to Clearfield Realty, Inc., a Delaware corporation as filed in the Official Records of Harris County at Clerk's File Number RP-2022-3132 and being more particularly described by metes and bounds as follows (bearings based on Texas Coordinate System of 1983, South Central Zone 4204);

Commencing at a found 5/8" iron rod with cap (stamped C.L. DAVIS RPLS 4464) marking the southeast corner of that certain Parcel 62, Part 1 called 0.733 acre tract described in that certain Final Judgement to City of League City as filed in the Official Records of Harris County at Clerk's File Number R249492 and Film Code Number 502-61-2107 and marking a point on the south right-of-way line of Farm Market Road 528 (F.M. 528) (width varies); Thence S 08° 46' 00" E – 500.00' with the west line of that certain called 17.557 acre tract described in a deed dated 05-14-1999 from Clearfield Realty, Inc. to Baybrook Municipal Utility District No. 1 (BMUD) as filed in the Official Records of Harris County at Clerk's File Number T737635 and Film Code Number 525-76-2835 to a point for corner; Thence S 08° 46' 00" E – 602.03' with the common east city limit line of Friendswood and the west city limit line of League City and continuing with the west line of said BMUD tract to a found 5/8" iron rod for corner; Thence S 00° 25' 35" E – 793.42' continuing with the common east city limit line of Friendswood and the west city limit line of League City and with the west line of said BMUD tract to the POINT OF BEGINNING of herein described tract;

1. Thence S 00° 25' 35" E – 1,588.72' continuing with the west line of said BMUD tract to a found 5/8" iron rod for corner, from which a found 5/8" iron rod bears N 00° 25' 35" W – 1.20' for reference;
2. Thence S 84° 48' 53" W – 1,400.04' with the north line of that certain tract called 5.628 acre tract described in a deed dated 08-09-1977 from Webster Ranch Corporation to Houston Lighting and Power Company (HL&P) as filed in the Official Records of Harris County at Clerk's File Number F336215 and Film Code Number 178-01-1962 to a found 1" iron pipe for corner;
3. Thence S 85° 10' 48" W – 563.12' (deed 563.29') continuing with the north line of said called 5.628 acre HL&P tract to a found 1" iron pipe for corner;

4. Thence N 48° 13' 19" W – 834.26' with the common easterly city limit line of Friendswood and the westerly city limit line of League City and with the easterly lines of the following (2) tracts, called 5.628 acres and called 6.822 acres, both being described in a deed dated 08-09-1977 from Webster Ranch Corporation to Houston Lighting and Power Company as filed in the Official Records of Harris County at Clerk's File Number F336215 and Film Code Number 178-01-1962 and along the easterly line of that certain called 1.817 acre tract described in a deed dated 04-03-1975 from Thomas J. Holmes, Jr. et al. to Houston Lighting and Power Company as filed in the Official Records of Harris County at Clerk's File Number E413297 and Film Code Number 119-08-1448 to a point for corner;
5. Thence N 41° 46' 41" E – 1,517.99' with the common southerly city limit line of Friendswood and the northerly city limit line of League City to a point for corner;
6. Thence N 87° 14' 57" E – 1,556.20' with the common south city limit line of Friendswood and the north city limit line of League City and the common north line of the John Dickinson Survey, Abstract 15 and the south line of the Robert Wilson Survey, Abstract 88 to the POINT OF BEGINNING and containing 80.0566 acres (3,487,263 square feet) of land more or less.

This document was prepared under 22 TAC 663.21 and is not to be used to convey or establish interest in real property except those right and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

This metes and bounds description is accompanied by a separate plat, drawing or exhibit per Texas Board of Professional Land Surveyor's "General Rules of Procedures and Practices" Section 663.19(9).

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09-06-2023



BAYBROOK MUNICIPAL UTILITY DISTRICT NO. 1 ANNEXATION
TRACT P
METES AND BOUNDS DESCRIPTION
43.5135 ACRES OUT OF
ROBERT WILSON SURVEY, ABSTRACT 88 AND
JOHN DICKINSON SURVEY, ABSTRACT 15
LEAGUE CITY, HARRIS COUNTY, TEXAS

All that certain 43.5135 acres out of Lot 5, Block 1, Lot 1, Block 2 and Lots 8, 9 and 10, Block 5, Webster Outlots according to the plat thereof as filed in Volume 67, Page 197 Harris County Deed Records, League City, Harris County, Texas and out of Robert Wilson Survey, Abstract 88 and John Dickinson Survey, Abstract 15, Harris County, Texas being all of that certain called Tract 2 (43.5135 acres) described in a deed dated 01-01-2022 from Clearfield Realty, Inc., a Texas corporation to Clearfield Realty, Inc., a Delaware corporation as filed in the Official Records of Harris County at Clerk's File Number RP-2022-3132 and being more particularly described by metes and bounds as follows (bearings based on Texas Coordinate System of 1983, South Central Zone 4204);

Beginning at a set 5/8" iron rod with cap (stamped C.L. DAVIS – RPLS 4464) marking the southwest corner of that certain Parcel 62, Part 2 called 0.251 acre tract described in that certain Final Judgement to City of League City as filed in the Official Records of Harris County at Clerk's File Number R249492 and Film Code Number 502-61-2107 and marking a point on the south right-of-way line of Farm Market Road 528 (F.M. 528) (width varies);

1. Thence N 81° 12' 48" E – 532.36' with the south right-of-way of said F.M. 528 to a set 5/8" iron rod with cap (stamped C.L. DAVIS – RPLS 4464) for corner;

Thence the following (2) courses with the northerly and westerly lines of that certain tract described in a deed dated 11-29-1978 from Spencer Investment Corporation, et al. to Living Way Church of Clear Lake City, Texas as filed in the Official Records of Harris County at Clerk's File Number F-873336 and Film Code Number 113-93-1467;

2. Thence S 48° 38' 57" W – 398.94' to a found 1/2" iron rod for corner;
3. Thence S 41° 17' 00" E – 670.33' to a found 1/2" iron rod with cap (stamped JKC) for corner marking the northwest corner of Lot 1, Block 1, Gardens at Challenger Park according to the plat thereof as filed in Film Code Number 615026 Harris County Map Records, from which a found 2" iron pipe bears S 69° 31' 42" W – 0.98' for reference;
4. Thence S 41° 17' 00" E – 611.27' with the westerly line of said Lot 1, Block 1, Gardens at Challenge Park to a found 5/8" iron rod with cap (stamped C.L. DAVIS – RPLS 4464) for corner;

Thence the following (4) courses with the westerly and southerly lines of that certain tract described in a deed dated 10-12-2017 from Harrison Interests, Ltd. to DJH Ranching LP, et al. as filed in the Official Records of Harris County at Clerk's File Number RP-2017-450205;

5. Thence S 48° 52' 10" W – 386.24' (deed 387.17') to a found 1" iron pipe for corner;
6. Thence S 00° 55' 08" E – 39.77' (deed 39.60') to a found 1" iron pipe for corner;
7. Thence S 48° 49' 53" W – 242.92' (deed 242.47') to a found 5/8" iron rod for corner;
8. Thence S 40° 50' 07" E – 283.21' to a found 1" iron pipe for corner;
9. Thence S 00° 26' 08" E – 1,427.25' with the west right-of-way line of West Nasa Boulevard (width varies) to a found 5/8" iron rod with cap (stamped C.L. DAVIS – RPLS 4464) for corner;

Thence the following (4) courses with the southerly and westerly line of that certain called 17.557 acre tract described in a deed dated 05-14-1999 from Clearfield Realty, Inc. to Baybrook Municipal Utility District No. 1 as filed in the Official Records of Harris County at Clerk's File Number T737635 and Film Code Number 525-76-2835;

10. Thence S 84° 48' 25" W – 502.58' to a found 5/8" iron rod marking the beginning of a curve to the right having a radius 100.00' and a central angle of 94° 46' 02";
11. Thence with said curve an arc distance of 165.40' and a chord bearing and distance of N 47° 48' 36" W – 147.18' to a found 5/8" iron rod for corner;
12. Thence N 00° 25' 35" W – 2,084.67' to a found 5/8" iron rod for corner;
13. Thence N 08° 46' 00" W – 1,115.59' to the POINT OF BEGINNING and containing 43.5135 acres (1,895,448 square feet) of land more or less.

This document was prepared under 22 TAC 663.21 and is not to be used to convey or establish interest in real property except those right and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

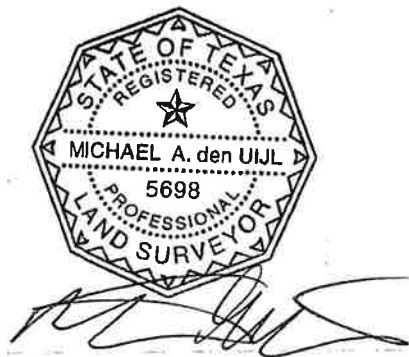
This metes and bounds description is accompanied by a separate plat, drawing or exhibit per Texas Board of Professional Land Surveyor's "General Rules of Procedures and Practices" Section 663.19(9).

Compiled by: C.L. Davis & Company

Firm No. 10082000

Job Number: 11-1031-28-CLEARFIELD TRACT P M&B.Doc

09-06-2023



BAYBROOK MUNICIPAL UTILITY DISTRICT NO. 1 ANNEXATION
TRACT Q
METES AND BOUNDS DESCRIPTION
185.5366 ACRES OUT OF
JOHN DICKINSON SURVEY, ABSTRACT 15
LEAGUE CITY, HARRIS COUNTY, TEXAS

All that certain 185.5366 acres out of John Dickinson Survey, Abstract 15, League City, Harris County, Texas being out of that certain called Tract 3 (190.6469 acres) described in a deed dated 01-01-2022 from Clearfield Realty, Inc., a Texas corporation to Clearfield Realty, Inc., a Delaware corporation as filed in the Official Records of Harris County at Clerk's File Number RP-2022-3132 and being more particularly described by metes and bounds as follows (bearings based on Texas Coordinate System of 1983, South Central Zone 4204);

Commencing at a found 5/8" iron rod with cap (stamped C.L. DAVIS – RPLS 4464) marking the northeasterly corner of that certain called 5.478 acre tract described in a deed dated 12-18-2012 from Clearfield Realty, Inc. to City of League City as filed in the Official Records of Harris County at Clerk's File Number 20120590719 and Film Code Number 039-64-0311; Thence N 56° 41' 10" W – 47.36' with the westerly line of said City of League City tract to a found 5/8" iron rod with cap (stamped C.L. DAVIS – RPLS 4464) marking the POINT OF BEGINNING of herein described tract, from which a found 5/8" iron rod (stamped "Cobb Finley Associates") bears N 68° 54' 55" E – 2.09' for reference;

Thence the following (2) courses with the northerly and westerly lines of said City of League City tract;

1. Thence N 56° 41' 10" W – 870.58' to a found 1/2" iron rod with cap (stamped Compass PT-5580) for corner;
2. Thence S 33° 16' 58" W – 293.00' to a found 1/2" iron rod with cap (stamped Compass PT-5580) for corner;
3. Thence N 56° 40' 44" W – 651.84' with the northerly right-of-way line of Grissom Road (60' wide)(Not Open) as established by Volume 4039, Page 211 Harris County Deed Records and Volume 4039, Page 218 Harris County Deed Records to a found 5/8" iron rod with cap (stamped "Terra Surveying") for corner;
4. Thence N 33° 14' 58" E – 3,002.11' (deed 3,003.08') with the common easterly city limit line of Friendswood and the westerly city limit line of League City and with the easterly line of Restricted Reserve "E", Friendswood Oaks Section One according to the plat thereof as filed in Film Code Number 558177 Harris County Map Records and Restricted Reserve "E", Friendswood Oaks Section Two according to the plat thereof filed in Film Code Number 597156 Harris County Map Records to a found 5/8" iron rod with cap (stamped "Cherry Eng.") for corner;

Thence the following (3) courses with the southerly line of that certain tract described in a deed dated 08-09-1977 from Webster Ranch Corporation to Houston Lighting and Power Company as filed in the Official Records of Harris County at Clerk's File Number F-336215 and Film Code Number 178-01-1962;

5. Thence S 48° 13' 19" E – 300.60' (deed 300.56') to a found 1" iron pipe for corner;
6. Thence N 85° 10' 48" E – 597.83' (deed 598.01') to a found 1" iron pipe for corner;
7. Thence N 84° 48' 53" E – 2,176.26' to a point for corner, from which a found 5/8" iron rod (stamped "Cobb Finley Associates") bears N 12° 32' 06" E – 1.82' for reference, and said point marking a point on a curve to the right having a radius of 400.50' and a central angle of 10° 17' 27";
8. Thence with the west right-of-way line of Grissom Road (width varies) as established by that certain Notice of Lis Pendens as filed in the Official Records of Harris County at Clerk's File RP-2020-621556, also see that certain Withdrawal of Lis Pendens as filed in the Official Records of Harris County at Clerk's File RP-2022-569050, an arc distance of 71.93' and a chord bearing and distance of S 12° 37' 22" W – 71.84' to a found 5/8" iron rod (stamped "Cobb Finley Associates") for corner;

Thence the following (7) courses with the north, west and south lines of that certain called 0.1980 acre tract described in a deed dated 02-26-2012 from Clearfield Realty, Inc. to City of League City as filed in the Official Records of Harris County at Clerk's File Number 2013009792 and Film Code Number 041-87-1716;

9. Thence S 84° 47' 20" W – 175.98' to a found 5/8" iron rod for corner;
10. Thence S 05° 12' 40" E – 70.00' to a found chain link fence post for corner;
11. Thence N 84° 47' 20" E – 60.00' to a found chain link fence post for corner;
12. Thence N 39° 47' 20" E – 14.14' to a found chain link fence post for corner;
13. Thence N 05° 12' 40" W – 20.00' to a found 5/8" iron rod for corner;
14. Thence N 39° 47' 20" E – 14.14' to a found 3/4" iron rod for corner;
15. Thence N 84° 47' 20" E – 81.80' to a found 5/8" iron rod (stamped "Cobb Finley Associates") for corner marking a point on a curve to the right having a radius of 400.50' and a central angle of 10° 47' 54";

Thence the following four (4) courses with the west right-of-way line of said Grissom Road as established by that certain Notice of Lis Pendens as filed in the Official Records of Harris County at Clerk's File RP-2020-621556, also see that certain Withdrawal of Lis Pendens as filed in the Official Records of Harris County at Clerk's File RP-2022-569050;

16. Thence an arc distance of 75.48' and a chord bearing and distance of S 27° 53' 27" W – 75.37' to a found 5/8" iron rod (stamped "Cobb Finley Associates") marking the point of tangency;
17. Thence S 33° 17' 25" W – 2,187.76' to a found 5/8" iron rod (stamped "Cobb Finley Associates") marking the beginning of curve to the right having a radius of 1,949.50' and a central angle of 34° 56' 30";
18. Thence an arc distance of 1,188.90' and a chord bearing and distance of S 50° 45' 40" W – 1,170.56' to a found 5/8" iron rod (stamped "Cobb Finley Associates") marking the point of tangency;
19. Thence S 68° 13' 56" W – 1,109.59' to the POINT OF BEGINNING and containing 185.5366 acres (8,081,972 square feet) of land more or less.

This document was prepared under 22 TAC 663.21 and is not to be used to convey or establish interest in real property except those right and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

This metes and bounds description is accompanied by a separate plat, drawing or exhibit per Texas Board of Professional Land Surveyor's "General Rules of Procedures and Practices" Section 663.19(9).

Compiled by: C.L. Davis & Company

Firm No. 10082000

Job Number: 11-1031-28-CLEARFIELD TRACT Q M&B.Doc

09-06-2023



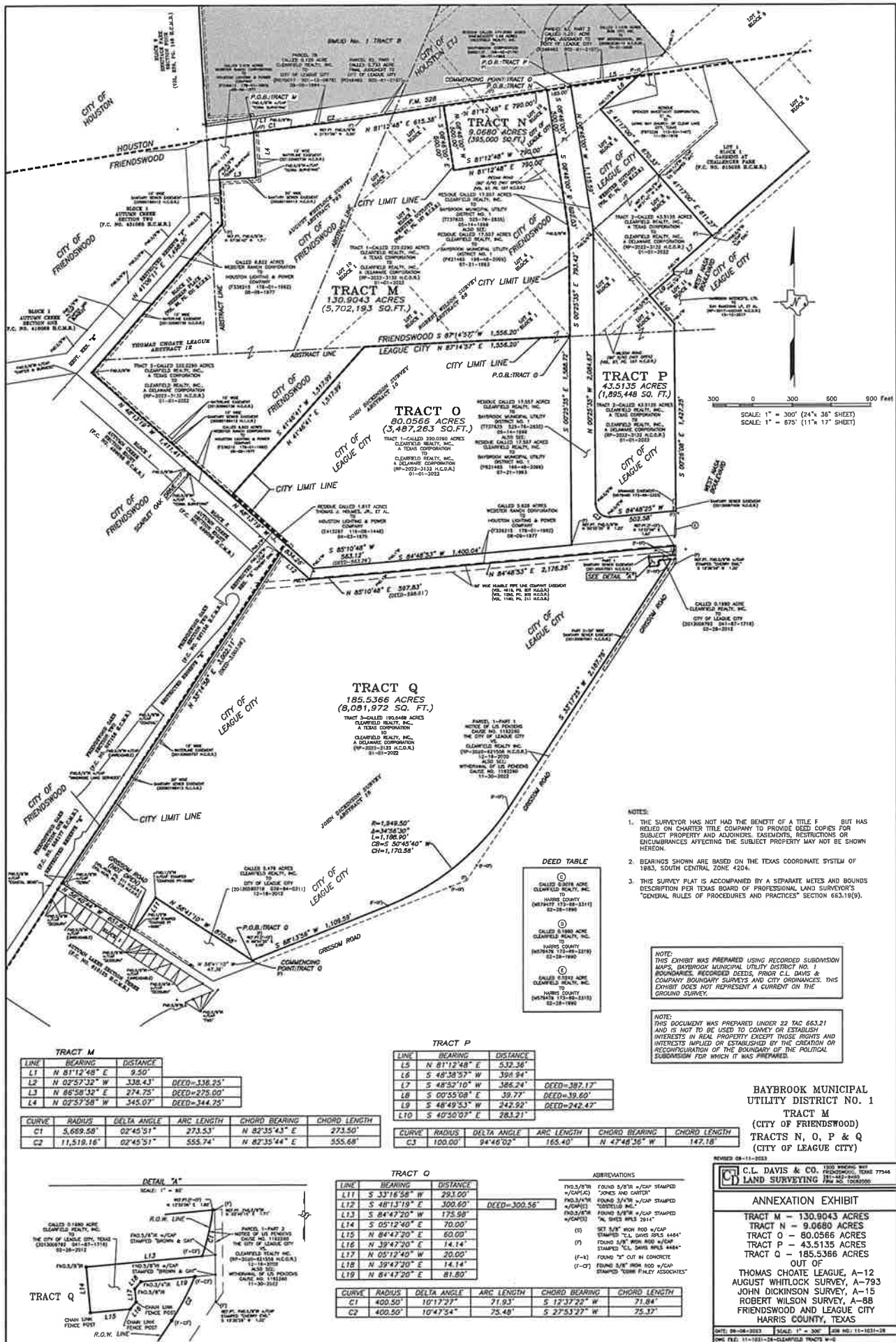


EXHIBIT B
CITY OF LEAGUE CITY CONSENT CONDITIONS

Exhibit "B"
League City Consent Conditions

(a) To the extent authorized by law, the District will issue bonds only for the purpose of purchasing and constructing, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, recreational facilities, road facilities, or facilities for fire-fighting services, or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without of the boundaries of the District. Such bonds shall be issued in series with a minimum limit on each series of bonds being \$1,000,000.00, except the District's last bond issue. The District shall obtain League City's approval prior to advertising the sale of its bonds for any reimbursement of projects included in League City's city limits (the "Clearfield Bonds"). All bonds will expressly provide that the District reserves the right to redeem the bonds on any interest-payment date subsequent to the fifteenth (15th) anniversary of the date of issuance without premium and will be sold only after the taking of public bids therefor, and none of such bonds, other than refunding bonds, will be sold for less than 95% of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given. The final maturity of all bonds issued subsequent to the first issue of Clearfield Bonds for the New Facilities shall not exceed thirty (30) years from the date of issuance of the Clearfield Bonds. Refunding bonds may be issued but said bonds shall not extend the final maturity of the bonds being refunded; League City may grant a waiver of this requirement in its sole discretion. League City and the District agree that the District, in order to complete full development, will issue bonds in series and that the District will take all actions necessary to ensure that it will not be dissolved by the City of Houston until development is substantially complete.

(b) Before the commencement of any construction within the District that is also in League City city limits, its directors, officers, or developers and landowners will submit to the Director of Public Works of the City of League City and the Director of the Engineering of the City of League City, or to his/her designated representatives, all plans and specifications for the construction of water, sanitary sewer, drainage, and road facilities and related improvements to serve the League City portion of the District and obtain the approval of such plans and specifications therefrom. All water wells, watermeters, flushing valves, valves, pipes, and appurtenances thereto, installed or used

within the League City portion of the District, will conform exactly to the specifications of the City of League City. All water service lines and sewer service lines, lift stations, sewage treatment facilities, and road facilities, and appurtenances thereto, installed or used within the League City portion of the District will comply with the City of League City's standard plans and specifications as amended from time to time. Prior to the construction of any water, sanitary sewer, drainage or road facilities within the League City portion of the District, the District or its engineer will give written notice by registered or certified mail to the Director of Public Works, stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer, drainage and road facilities in League City will be in accordance with the approved plans and specifications, and with applicable standards and specifications of the City of League City; and during the progress of the construction and installation of such facilities, the Director of Public Works of the City of League City or the Director of Engineering of the City of League City, or an employee thereof, may make periodic on-the-ground inspections.

(c) The District will agree to engage a sewage plant operator holding a valid certificate of competency issued under the direction of the Texas Commission on Environmental Quality, or such successor agency as the legislature may establish ("TCEQ"), as required by Section 26.0301, Texas Water Code, as may be amended from time to time. The District will agree to make periodic analyses of its discharge pursuant to the provisions of Order No. 69-1219-1 of the Texas Water Quality Board (predecessor agency to the TCEQ) and further to send copies of all such effluent data to the Department of Public Works, City of League City, as well as to the TCEQ. The District will agree that representatives of the City of League City may supervise the continued operations of the sewage treatment facility by making periodic inspections thereof.

(d) The District, its board of directors, officers, developers, and/or landowners will not permit the construction, or commit to any development within, the District that will result in a wastewater flow to the serving treatment facility which exceeds that facility's legally permitted average daily flow limitations or the District's allocated capacity therein.

(e) Prior to the sale of any lot or parcel of land, the owner or the developer of the land included within the League City limits of the District will obtain the approval of the League City Planning and Zoning Commission of a plat which will be duly recorded in the applicable Real Property Records and otherwise comply with the rules and regulations of the League City Planning Department and the League City Department of Public Works, if required by Chapter 212 of the Texas Local Government Code.

(f) No land located within the corporate limits of League City will be added or annexed to the District until League City has given its written consent by resolution or ordinance of the City Council to such addition or annexation.

(g) The provisions set forth in clauses (b) and (e) above are only applicable to land and facilities within the District that are located within the corporate boundaries or the extraterritorial jurisdiction of the City of League City, Texas.

EXHIBIT C
REVISED CITY OF HOUSTON CONSENT CONDITIONS

(a) To the extent authorized by law, the District will issue bonds only for the purpose of purchasing and constructing, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, recreational facilities, road facilities, or facilities for fire-fighting services, or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. Such bonds will expressly provide that the District reserves the right to redeem the bonds on any interest-payment date subsequent to the fifteenth (15th) anniversary of the date of issuance without premium and will be sold only after the taking of public bids therefor, and none of such bonds, other than refunding bonds, will be sold for less than 95% of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given. The resolution authorizing the issuance of the District's bonds will contain a provision that any pledge of the revenues from the operation of the District's water and sewer and/or drainage system to the payment of the District's bonds will terminate when and if the City of Houston, Texas annexes all land within the District located with the extraterritorial jurisdiction of the City of Houston, Texas, takes over the assets of the District located with the extraterritorial jurisdiction or the corporate limits of the City of Houston, Texas, and assumes all of the obligations of the District.

(b) The provisions of this clause (b) apply solely to land and facilities within the District that are located within the corporate boundaries or the extraterritorial jurisdiction of the City of Houston, Texas.

(1) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the Director of the Department of Public Works and Engineering of the City of Houston, or to his/her designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage, and road facilities and related improvements to serve the District and obtain the approval of such plans and specifications therefrom. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform exactly to the specifications of the City of Houston. All water service lines and sewer service lines, lift stations, sewage treatment facilities, and road facilities, and appurtenances thereto, installed or used within the District will comply with the City of Houston's standard plans and specifications as amended from time to time. Prior to the construction of any water, sanitary sewer, drainage or road facilities within or by the District, the District or its engineer will give written notice by registered or certified mail to the Director of Public Works and Engineering, stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer, drainage and road facilities will be in accordance with the

approved plans and specifications, and with applicable standards and specifications of the City of Houston; and during the progress of the construction and installation of such facilities, the Director of Public Works and Engineering of the City of Houston, or an employee thereof, may make periodic on-the-ground inspections.

(2) Before the expenditure by the District of bond proceeds for the acquisition, construction or development of recreational facilities, the District shall obtain and maintain on file, from a registered landscape architect, registered professional engineer or a design professional allowed by law to engage in architecture, a certification that the recreational facilities, as constructed, conform to the applicable recreational facilities design standards and specifications of the City of Houston's Department of Parks and Recreation and shall submit a copy of the certification and the "as built" plans and specifications for such recreational facilities to the Director of the City of Houston Parks and Recreation Department.

(3) Before the expenditure by the District of bond proceeds for the acquisition, construction or development of facilities for fire-fighting services, the District shall obtain and maintain on file, from a registered architect, registered professional engineer or a design professional allowed by law to engage in facility design and construction, a certification that the facilities for fire-fighting services, as constructed, conform to the applicable fire-fighting facilities design standards and specifications of the City of Houston's Fire Department and shall submit a copy of the certification and the "as built" plans and specifications for such facilities for fire-fighting services to the Chief of the City of Houston Fire Department.

(4) No land located within the corporate boundaries or the extraterritorial jurisdiction of the City of Houston will be added or annexed to the District until the City of Houston has given its written consent by resolution or ordinance of the City Council to such addition or annexation.

(5) Prior to the sale of any lot or parcel of land, the owner or the developer of the land included within the limits of the District will obtain the approval of the Planning Commission of the City of Houston of a plat which will be duly recorded in the Real Property Records of Harris County, Texas, and otherwise comply with the rules and regulations of the Department of Planning and Development and the Department of Public Works and Engineering of the City of Houston.

(c) The provisions of this clause (c) apply solely to land and facilities within the District that are located within the corporate boundaries of the City of League City, Texas.

(1) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the Director of the Department of Public Works of the City of League City, or to his/her designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage, and road facilities and related improvements to serve the District and obtain the approval of such plans and specifications therefrom. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform exactly to the specifications of the City of League City. All water service lines and sewer service lines, lift stations, sewage treatment facilities, and road facilities, and appurtenances thereto,

installed or used within the District will comply with the City of League City's standard plans and specifications as amended from time to time. Prior to the construction of any water, sanitary sewer, drainage or road facilities within or by the District, the District or its engineer will give written notice by registered or certified mail to the Director of Public Works, stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer, drainage and road facilities will be in accordance with the approved plans and specifications, and with applicable standards and specifications of the City of League City; and during the progress of the construction and installation of such facilities, the Director of Public Works of the City of League City, or an employee thereof, may make periodic on-the-ground inspections.

(2) Before the expenditure by the District of bond proceeds for the acquisition, construction or development of recreational facilities, the District shall obtain and maintain on file, from a registered landscape architect, registered professional engineer or a design professional allowed by law to engage in architecture, a certification that the recreational facilities, as constructed, conform to the applicable recreational facilities design standards and specifications of the City of League City's Department of Parks and Recreation and shall submit a copy of the certification and the "as built" plans and specifications for such recreational facilities to the Director of the City of League City's Parks and Recreation Department.

(3) Before the expenditure by the District of bond proceeds for the acquisition, construction or development of facilities for fire-fighting services, the District shall obtain and maintain on file, from a registered architect, registered professional engineer or a design professional allowed by law to engage in facility design and construction, a certification that the facilities for fire-fighting services, as constructed, conform to the applicable fire-fighting facilities design standards and specifications of the City of League City's [Department of Fire and Emergency Services] and shall submit a copy of the certification and the "as built" plans and specifications for such facilities for fire-fighting services to the Chief of the City of League City [Department of Fire and Emergency Services].

(4) No land located within the corporate boundaries or extraterritorial jurisdiction of the City of League City will be added or annexed to the District until the City of League City has given its written consent by resolution or ordinance of the City Council to such addition or annexation.

(5) Prior to the sale of any lot or parcel of land, the owner or the developer of the land included within the limits of the District will obtain the approval of the [Planning and Zoning Commission] of the City of League City of a plat which will be duly recorded in the Real Property Records of Harris County, Texas, and otherwise comply with the rules and regulations of the Department of Planning and Development and the Department of Public Works of the City of League City.

(d) The District will agree to engage a sewage plant operator holding a valid certificate of competency issued under the direction of the Texas Commission on Environmental Quality, or such successor agency as the legislature may establish ("TCEQ"), as required by Section 26.0301, Texas Water Code, as may be amended from time to time. The District will agree to make periodic analyses of its discharge pursuant to the provisions of Order No. 69-1219-1

of the Texas Water Quality Board (predecessor agency to the TCEQ) and further to send copies of all such effluent data to the Department of Public Works and Engineering, City of Houston and the Department of Public Works, City of League City, as well as to the TCEQ. The District will agree that representatives of the City of Houston and the City of League City may supervise the continued operations of the sewage treatment facility by making periodic inspections thereof.

(e) The District, its board of directors, officers, developers, and/or landowners will not permit the construction, or commit to any development within, the District that will result in a wastewater flow to the serving treatment facility which exceeds that facility's legally permitted average daily flow limitations or the District's allocated capacity therein.

(a) To the extent authorized by law, the District will issue bonds only for the purpose of purchasing and constructing, or ~~purchasing, or constructing under contract with the City of Houston, or~~ otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, recreational facilities, road facilities, or facilities for fire-fighting services, or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. Such bonds will expressly provide that the District reserves the right to redeem the bonds on any interest—payment date subsequent to the fifteenth (15th) anniversary of the date of issuance without premium and will be sold only after the taking of public bids therefor, and none of such bonds, other than refunding bonds, will be sold for less than 95% of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one—month period next preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given. The resolution authorizing the issuance of the District's bonds will contain a provision that any pledge of the revenues from the operation of the District's water and sewer and/or drainage system to the payment of the District's bonds will terminate when and if the City of Houston, Texas, annexes all land within the District located with the extraterritorial jurisdiction of the City of Houston, Texas, takes over the assets of the District located with the extraterritorial jurisdiction or the corporate limits of the City of Houston, Texas, and assumes all of the obligations of the District. ~~No land located within the extraterritorial jurisdiction of the City of Houston will be added or annexed to the District until the City of Houston has given its written consent by resolution or ordinance of the City Council to such addition or annexation.~~

(b) The provisions of this clause (b) apply solely to land and facilities within the District that are located within the corporate boundaries or the extraterritorial jurisdiction of the City of Houston, Texas.

(1) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the Director of the Department of Public Works and Engineering of the City of Houston, or to his/her designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage, and road facilities and related improvements to serve the District and obtain the approval of such plans and specifications therefrom. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform exactly to the specifications of the City of Houston. All water service lines and sewer service lines, lift stations, sewage treatment facilities, and road facilities, and appurtenances thereto, installed or used within the District will comply with the City of Houston's standard plans and specifications as amended from time to time. Prior to the construction of any water, sanitary sewer, drainage or road facilities within or by the District, the District or its engineer will

give written notice by registered or certified mail to the Director of Public Works and Engineering, stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer, drainage and road facilities will be in accordance with the approved plans and specifications, and with applicable standards and specifications of the City of Houston; and during the progress of the construction and installation of such facilities, the Director of Public Works and Engineering of the City of Houston, or an employee thereof, may make periodic on-the-ground inspections.

(2) Before the expenditure by the District of bond proceeds for the acquisition, construction or development of recreational facilities, the District shall obtain and maintain on file, from a registered landscape architect, registered professional engineer or a design professional allowed by law to engage in architecture, a certification that the recreational facilities, as constructed, conform to the applicable recreational facilities design standards and specifications of the City of Houston's Department of Parks and Recreation and shall submit a copy of the certification and the "as built" plans and specifications for such recreational facilities to the Director of the City of Houston Parks and Recreation Department.

(3) Before the expenditure by the District of bond proceeds for the acquisition, construction or development of facilities for fire-fighting services, the District shall obtain and maintain on file, from a registered architect, registered professional engineer or a design professional allowed by law to engage in facility design and construction, a certification that the facilities for fire-fighting services, as constructed, conform to the applicable fire-fighting facilities design standards and specifications of the City of Houston's Fire Department and shall submit a copy of the certification and the "as built" plans and specifications for such facilities for fire-fighting services to the Chief of the City of Houston Fire Department.

(4) No land located within the corporate boundaries or the extraterritorial jurisdiction of the City of Houston will be added or annexed to the District until the City of Houston has given its written consent by resolution or ordinance of the City Council to such addition or annexation.

(5) Prior to the sale of any lot or parcel of land, the owner or the developer of the land included within the limits of the District will obtain the approval of the Planning Commission of the City of Houston of a plat which will be duly recorded in the Real Property Records of Harris County, Texas, and otherwise comply with the rules and regulations of the Department of Planning and Development and the Department of Public Works and Engineering of the City of Houston.

(c) The provisions of this clause (c) apply solely to land and facilities within the District that are located within the corporate boundaries of the City of League City, Texas.

(1) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the Director of the Department of Public Works of the City of League City, or to his/her designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage, and road facilities and related improvements to serve the District and obtain the approval of such plans and specifications therefrom. All water wells, water meters, flushing valves, valves, pipes, and

appurtenances thereto, installed or used within the District, will conform exactly to the specifications of the City of League City. All water service lines and sewer service lines, lift stations, sewage treatment facilities, and road facilities, and appurtenances thereto, installed or used within the District will comply with the City of League City's standard plans and specifications as amended from time to time. Prior to the construction of any water, sanitary sewer, drainage or road facilities within or by the District, the District or its engineer will give written notice by registered or certified mail to the Director of Public Works, stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer, drainage and road facilities will be in accordance with the approved plans and specifications, and with applicable standards and specifications of the City of League City; and during the progress of the construction and installation of such facilities, the Director of Public Works of the City of League City, or an employee thereof, may make periodic on-the-ground inspections.

(2) Before the expenditure by the District of bond proceeds for the acquisition, construction or development of recreational facilities, the District shall obtain and maintain on file, from a registered landscape architect, registered professional engineer or a design professional allowed by law to engage in architecture, a certification that the recreational facilities, as constructed, conform to the applicable recreational facilities design standards and specifications of the City of League City's Department of Parks and Recreation and shall submit a copy of the certification and the "as built" plans and specifications for such recreational facilities to the Director of the City of League City's Parks and Recreation Department.

(3) Before the expenditure by the District of bond proceeds for the acquisition, construction or development of facilities for fire-fighting services, the District shall obtain and maintain on file, from a registered architect, registered professional engineer or a design professional allowed by law to engage in facility design and construction, a certification that the facilities for fire-fighting services, as constructed, conform to the applicable fire-fighting facilities design standards and specifications of the City of League City's [Department of Fire and Emergency Services] and shall submit a copy of the certification and the "as built" plans and specifications for such facilities for fire-fighting services to the Chief of the City of League City [Department of Fire and Emergency Services].

(4) No land located within the corporate boundaries or extraterritorial jurisdiction of the City of League City will be added or annexed to the District until the City of League City has given its written consent by resolution or ordinance of the City Council to such addition or annexation.

(5) Prior to the sale of any lot or parcel of land, the owner or the developer of the land included within the limits of the District will obtain the approval of the [Planning and Zoning Commission] of the City of League City of a plat which will be duly recorded in the Real Property Records of Harris County, Texas, and otherwise comply with the rules and regulations of the Department of Planning and Development and the Department of Public Works of the City of League City.

(b)(d) The District will agree to engage a sewage plant operator holding a valid certificate of competency issued under the direction of the Texas Commission on

Environmental Quality, or such successor agency as the legislature may establish ("TCEQ"), as required by Section 26.0301, Texas Water Code, as may be amended from time to time. The District will agree to make periodic analyses of its discharge pursuant to the provisions of Order No. 69-1219-1 of the Texas Water Quality Board (predecessor agency to the TCEQ) and further to send copies of all such effluent data to the Department of Public Works and Engineering, City of Houston, and the Department of Public Works, City of League City, as well as to the TCEQ. The District will agree that representatives of the City of Houston and the City of League City may supervise the continued operations of the sewage treatment facility by making periodic inspections thereof.

~~(c)~~(e) The District, its board of directors, officers, developers, and/or landowners will not permit the construction, or commit to any development within, the District that will result in a wastewater flow to the serving treatment facility which exceeds that facility's legally permitted average daily flow limitations or the District's allocated capacity therein.

~~(4)(2) Prior to the sale of any lot or parcel of land, the owner or the developer of the land included within the limits of the District will obtain the approval of the Planning Commission of the City of Houston of a plat which will be duly recorded in the Real Property Records of Harris County, Texas, and otherwise comply with the rules and regulations of the Department of Planning and Development and the Department of Public Works and Engineering of the City of Houston.~~