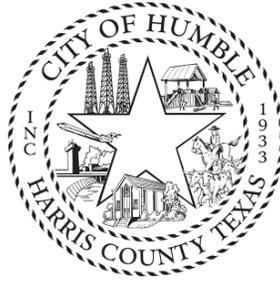


**HUMBLE CITY COUNCIL  
SPECIAL MEETING PACKET  
MAY 5, 2015**



**Mayor**

Donald McMannes

**City Manager**

Darrell Boeske

**City Secretary**

Jason Stuebe

**Council Members**

Allan Steagall

Ray Calfee

Andy Curry

Norman Funderburk

**Agenda  
Humble City Council  
Special Meeting  
Tuesday, May 5, 2015 10:00 A.M.  
City Hall, 114 West Higgins  
Humble, Texas**

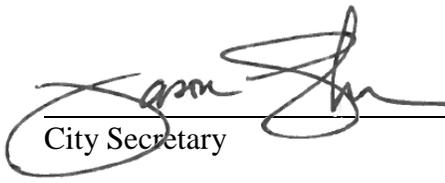
Call to order.

1. Executive Session will be held in the Council Conference Room  
Economic Incentive Negotiations {Gov't Code Section 551.087}; possible action. The City Council may deliberate on commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay or expand in or near the City with which the City Council in conducting economic development negotiations may deliberate on an offer of financial or other incentives for a business prospect. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:
  - a. Discuss economic development incentive negotiations with a development prospect potentially locating generally northwest of Townsen Blvd. and U.S. 59.
2. Ordinance No. 15-756 amending Chapter 38 "Subdivisions," Section 27 "Multifamily Residential Uses; General Provisions," Subsection (1) increasing the number of multifamily dwelling units per acre; and providing for severability.
3. Resolution No. 15-749 first amendment to development agreement among the City of Humble Texas, Hannover Estates, LTD., Headway Estates, LTD., and Skymark Development Company Inc. regarding annexation of 51 acres into Intercontinental Municipal Utility District of Harris County.
4. Resolution No.15-750 a development agreement among City of Humble Texas, Hannover Estates, LTD., Headway Estates, LTD., and Skymark Development Company, Inc., regarding annexation of 142 acres into Intercontinental Municipal Utility District of Harris County.
5. Ordinance No. 15-757 consenting the addition of land by Intercontinental Municipal Utility District of Harris County.

6. Adjourned.

Notice is hereby given that a Special Meeting of the City Council of the City of Humble, Texas will be held on Tuesday, May 5, 2015 at 10:00 A.M. at City Hall, 114 West Higgins, Humble, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this 1<sup>st</sup> day of May, 2015 at 5:00 P.M.

  
City Secretary



I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of Humble, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 114 West Higgins, Humble, Texas and the City's website, [www.cityofhumble.com](http://www.cityofhumble.com). The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on May 1, 2015 at 5:00 P.M. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

This public notice was removed from the official posting board at the Humble City Hall on the following date and time: \_\_\_\_\_ by \_\_\_\_\_

Subscribed and sworn to before me on this the \_\_\_\_\_, day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public – Harris County, Texas

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMODATIONS OR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT (281) 446-3061 OR FAX (281) 446-7843 FOR FURTHER INFORMATION.

**COUNCIL MEETING**

**5-5-2015**

**AGENDA ITEM #1**

**EXECUTIVE SESSION**

**COUNCIL MEETING**

**5-5-2015**

**AGENDA ITEM #2**

**ORDINANCE 15-756**

**MULTIFAMILY RESIDENTIAL DENSITY**

**CITY OF HUMBLE**

**ORDINANCE NO. 15-756**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUMBLE, TEXAS, AMENDING CHAPTER 38, "SUBDIVISIONS," SECTION 27 "MULTIFAMILY RESIDENTIAL USES; GENERAL PROVISIONS," SUBSECTION (1) INCREASING THE NUMBER OF MULTIFAMILY DWELLING UNITS PER ACRE; AND PROVIDING FOR SEVERABILITY**

WHEREAS, Section 38-27 (1) "Subdivision Regulations; Multifamily Residential Uses; General Provisions; Population and Density" of the Code of Ordinances of the City of Humble states that "not more than 15 multifamily dwelling units per acre shall be permitted. Fractions of acres shall be proportioned in accordance herewith to determine maximum units allowable; provided, however, that minimum lot sizes shall be subject to subsection (2) of this section," now, therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUMBLE, TEXAS, THAT:

Section 1. The Code of Ordinances of the City of Humble, Texas, is hereby amended by deleting all of Chapter 38 Section 27 (1) thereof and substituting therefor a new Chapter 38 Section 27 (1) to read as follows:

**Sec. 38-27 Multifamily Residential Uses; General Provisions**

- (1) *Population and density.* Not more than 20 multifamily dwelling units per acre shall be permitted. Fractions of acres shall be proportioned in accordance herewith to determine maximum units allowable; provided, however, that minimum lot sizes shall be subject to subsection (2) of this section.

Section 2. In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Humble, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_  
2015.

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Donald G. McMannes  
Mayor

ATTEST:

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Jason Stuebe  
City Secretary

**COUNCIL MEETING**

**5-5-2015**

**AGENDA ITEM #3**

**RESOLUTION 15-749**

**FIRST AMENDMENT TO DEVELOPMENT**

**AGREEMENT**

**51 ACRES**

**CITY OF HUMBLE**

**RESOLUTION NO. 15-749**

**A RESOLUTION OF THE CITY OF HUMBLE, TEXAS APPROVING THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT AMONG THE CITY OF HUMBLE, TEXAS; HANNOVER ESTATES, LTD.; HEADWAY ESTATES, LTD.; AND SKYMARK DEVELOPMENT COMPANY, INC.**

WHEREAS, the City of Humble (the “City”) and Hannover Estates, Ltd, Headway Estates, Ltd., and Skymark Development Company, Inc. entered into a Development Agreement regarding the development of a 747 acre tract of land located within Intercontinental Municipal Utility District (the “District”) (the “Development Agreement”); and

WHEREAS, the District has asked the City to consent to the annexation of a 56 acre tract of land into the District: and

WHEREAS, the parties desire to provide the terms and conditions under which the annexed tract will be developed; and

WHEREAS, the parties desire to amend the Development Agreement to include the annexation tract within its terms and to set forth any additional terms regarding development of such tract; now, therefore,

**BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF HUMBLE TEXAS:**

Section 1. The First Amendment to the Development Agreement is hereby approved.

Section 2. The Mayor is hereby authorized to execute the First Amendment to the Development Agreement.

Section 3. That the above stated authorization shall be effective immediately upon and after the date of passage.

PASSED, APPROVED, AND RESOLVED this the 5<sup>th</sup> day of May, 2015.

APPROVED:

\_\_\_\_\_  
D.G. McMannes  
Mayor

ATTEST:

Jason Stuebe  
City Secretary

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT AMONG  
THE CITY OF HUMBLE, TEXAS,  
HANNOVER ESTATES, LTD,  
HEADWAY ESTATES, LTD.,  
AND  
SKYMARK DEVELOPMENT COMPANY, INC.  
REGARDING A TRACT TO BE ANNEXED INTO  
INTERCONTINENTAL MUNICIPAL UTILITY DISTRICT  
OF HARRIS COUNTY

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT AMONG THE CITY OF  
HUMBLE, TEXAS, HANNOVER ESTATES, LTD, HEADWAY ESTATES, LTD.,  
AND  
SKYMARK DEVELOPMENT COMPANY, INC.**

This First Amendment to Development Agreement (this "Amendment") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2015, and becomes effective on the Effective Date (as defined below), by **THE CITY OF HUMBLE, TEXAS** (the "City"), a home rule municipality in Harris County, Texas, acting by and through its governing body, the City Council of Humble, Texas; **HANNOVER ESTATES, LTD.**, a Texas limited partnership; **HEADWAY ESTATES, LTD**, a Texas limited partnership; **AYLESBURY, LTD**, a Texas limited partnership; and **SKYMARK DEVELOPMENT COMPANY, INC.**, a Texas corporation, the developer of Intercontinental Municipal Utility District of Harris County (the "MUD"). Skymark Development Company, Inc. shall be referred to as the "Developer." Hannover Estates, Ltd., Headway Estates, Ltd. and Aylesbury, Ltd. shall be collectively referred to as the "Owner."

**RECITALS**

The parties entered into that certain Development Agreement dated June 25, 2013, (the "Agreement") whereby the City consented to the annexation of an approximately 747 acre tract of land into the MUD. The Developer intends to develop an additional 56 acres, approximately, of land in Harris County, Texas, all of which is contiguous to the 747 acre tract and is located within the City's corporate limits (the "56 Acre Tract").

The City and the Developer desire to amend the Agreement to provide for the annexation of the 56 Acre Tract into the MUD, subject to all of the terms and conditions contained in this Amendment and in the Agreement.

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City, the Owner, and the Developer agree as follows:

**AGREEMENT**

**Section 1.** "Section 1.01 Terms" of the Agreement shall be amended by revising the definition of *Utility Agreement* to read as follows:

*Utility Agreement* means the Amended and Restated Utility Agreement dated June 25, 2013, between the City and the MUD, which is anticipated to be amended by the City and the MUD to provide for the provision of water, sewer and drainage services related

to the Annexation Tract, and which is incorporated herein by this reference for all purposes.

**Section 2.** The parties and the City wish to amend the Agreement by revising the metes and bounds description of the Annexation Tract, as that term is defined in the Agreement, to include the 56 Acre Tract; therefore, **Exhibit "A,"** attached hereto and incorporated herein by this reference for all purposes, shall hereby replace and supersede the original **Exhibit "A"** attached to and incorporated into the Agreement.

**Section 3.** The parties wish to revise the General Land Plan, as that term is defined in the Agreement, in order to set forth the development plan and the land uses for the Annexation Tract, as that term is defined in the Agreement and as augmented by 56 Acre Tract pursuant to the terms and conditions contained in this Amendment; therefore, **Exhibit "B,"** attached hereto and incorporated herein by this reference for all purposes, shall hereby replace and supersede the original **Exhibit "B"** attached to and incorporated into the Agreement.

**Section 4.** This Amendment shall become effective on the date which the MUD adopts an order adding the 56 Acre Tract to the MUD (the "Effective Date").

**Section 5.** All other terms and conditions of the Agreement shall continue in full force and effect.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the Effective Date.

CITY OF HUMBLE, TEXAS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(CITY SEAL)

DRAFT

**DEVELOPER:**

**SKYMARK DEVELOPMENT COMPANY,  
INC., a Texas corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

THE STATE OF TEXAS   §  
  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_,  
2015, by \_\_\_\_\_, \_\_\_\_\_ of SKYMARK DEVELOPMENT COMPANY,  
INC., a Texas corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the  
State of TEXAS

(SEAL)

**OWNER:**

HANNOVER ESTATES, LTD.,  
a Texas limited partnership

By: Amvest Corporation, a Texas  
corporation, its General Partner

By: \_\_\_\_\_  
Clinton F. Wong, President

HEADWAY ESTATES, LTD.,  
a Texas limited partnership

By: Amvest Corporation, a Texas  
corporation, its General Partner

By: \_\_\_\_\_  
Clinton F. Wong, President

AYLESBURY, LTD.,  
a Texas limited partnership

By: Amerifirst Corporation, a Texas  
corporation, its General Partner

By: \_\_\_\_\_  
Clinton F. Wong, President

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Clinton Wong, President of Amvest Corporation, a Texas corporation and the General Partner of HANNOVER ESTATES, LTD, a Texas limited partnership, on behalf of said entity.

\_\_\_\_\_  
Notary Public in and for  
The State of T E X A S

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Clinton Wong, President of Amvest Corporation, a Texas Corporation and the General Partner of HEADWAY ESTATES, LTD, a Texas limited partnership, on behalf of said entity.

\_\_\_\_\_  
Notary Public in and for  
The State of T E X A S

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Clinton Wong, President of Amerifirst Corporation, a Texas Corporation and the General Partner of AYLESBURY, LTD, a Texas limited partnership, on behalf of said entity.

\_\_\_\_\_  
Notary Public in and for  
The State of T E X A S

**EXHIBIT "A"**

**DESCRIPTION OF THE ANNEXATION TRACT**

(Approximately 803.468 Acres)

Tract I	219.241 ACRES
Tract II	42.282 ACRES
Tract III-A	182.500 ACRES
Tract III-B	8.016 ACRES
Tract IV-A	44.794 ACRES
Tract IV-B	49.386 ACRES
Tract V	130.040 ACRES
Tract VI-A	36.394 ACRES
Tract VI-B	34.751 ACRES
Tract VII	56.064 ACRES

**TOTAL            803.468 ACRES**

DRAFT

Exhibit \_\_\_\_, Page 1 of 5 Pages

County: Harris  
Project: Townsen Landing  
M.S.G. No.: 131161  
Job Number: 2319-BDY

FIELD NOTES FOR 219.241 ACRES  
Tract I

Being a tract of land containing 219.241 acres located in the Wherry B. Adams Survey, Abstract-95 and the Jules Hirsch Survey, Abstract-1596, Harris County, Texas; said 219.241 acre tract being a portion of a tract of land recorded in the name of Charles Bender, Sr. in Volume 123, Page 228 of the Harris County Deed Records (H.C.D.R.) and a portion of a called 57 acre tract of land recorded in the name of Eugene L. Bender in Volume 1275, Page 735 of the H.C.D.R.; said 219.241 acre tract being more particularly described by metes and bounds as follows (all bearings are based on the Texas Coordinate System of 1983, South Central Zone per GPS observations);

**Commencing** at 5/8-inch iron rod found at the northeast corner of Unrestricted Reserve "F" of Target Center – Humble, a subdivision of record in Film Code Number (F.C. No.) 492066 of the Harris County Map Records (H.C.M.R.) and being on the southerly Right-Of-Way (R.O.W.) line of Townsen Boulevard (width varies per Harris County Clerk's File Number (H.C.C.F. No.) U848215);

Thence, with the southerly R.O.W. line of said Townsen Boulevard, 35.06 feet along the arc of a curve to the left, having a radius of 2070.00 feet a central angle of 00 degrees 58 minutes 14 seconds, and a chord that bears South 71 degrees 03 minutes 34 seconds East, a distance of 35.06 feet to the easterly southeast corner of said Townsen Boulevard;

Thence, with the east line of said Townsen Boulevard (U848215), and the westerly line of Townsen Boulevard as dedicated in H.C.C.F. No. D153293, North 17 degrees 37 minutes 02 seconds East, a distance of 140.02 feet to a 5/8-inch iron rod found at the easterly northeast corner of said Townsen Boulevard (U848215) and the beginning of a non-tangent curve to the right;

Thence, with the northerly R.O.W. line of said Townsen Boulevard (U848215), the following eight (8) courses:

1. 907.92 feet along the arc of said curve to the right, having a radius of 1930.00 feet, a central angle of 26 degrees 57 minutes 12 seconds, and a chord that bears North 58 degrees 00 minutes 32 seconds West, a distance of 899.57 feet to a 5/8-inch iron rod found at a point of tangency;
2. North 44 degrees 30 minutes 42 seconds West, a distance of 129.48 feet to a 5/8-inch iron rod with a Miller Survey Group (MSG) cap set for the southerly southeast corner and **Point of Beginning** of the herein described tract;

Exhibit \_\_\_\_, Page 2 of 5 Pages

3. North 44 degrees 30 minutes 42 seconds West, a distance of 332.69 feet to a 5/8-inch iron rod found at a point of curvature of a curve to the left;
4. 1113.83 feet along the arc of said curve to the left, having a radius of 2070.00 feet, a central angle of 30 minutes 49 minutes 48 seconds, and a chord that bears North 59 degrees 55 minutes 36 seconds West, a distance of 1100.44 feet to a 5/8-inch iron rod with a MSG cap set for an angle point of the herein described tract;
5. South 14 degrees 39 minutes 30 seconds West, a distance of 20.00 feet to a 5/8-inch iron rod with a MSG cap set at the beginning of a non-tangent curve to the left;
6. 1142.25 feet along the arc of said curve to the left, having a radius of 2050.00 feet, a central angle of 31 degrees 55 minutes 30 seconds, and a chord that bears South 88 degrees 41 minutes 45 seconds West, a distance of 1127.53 feet to a 5/8-inch iron rod with a MSG cap set at a point of tangency;
7. South 72 degrees 44 minutes 00 seconds West, a distance of 222.50 feet to a 5/8-inch iron rod with a MSG cap set at a point of curvature of a curve to the right;
8. 238.02 feet along the arc of said curve to the right, having a radius of 1950.00 feet, a central angle of 06 degrees 59 minutes 37 seconds, and a chord that bears South 76 degrees 13 minutes 49 second West, a distance of 237.88 feet to a 5/8-inch iron rod with a MSG cap set on the east line of a called 181 acre tract of land recorded in the name of E. L. Bender and Frank V. Bender in Volume 328, Page 241 of the H.C.D.R. and the west line said Charles Bender, Sr. tract, same being the recognized common survey line between the T.F. Pickney Survey Abstract-1588 and said Wherry B. Adams Survey for the southwest corner of the herein described tract;

Thence, with the line common to said Charles Bender, Sr. and 181 acre tracts, and said common Survey line, North 01 degrees 37 minutes 52 seconds West, a distance of 2958.53 feet to a point on the southerly bank of Spring Creek;

Thence with the southerly bank of Spring Creek, the following five (5) courses:

1. North 72 degrees 00 minutes 56 seconds East, a distance of 3.30 feet to an angle point;
2. North 70 degrees 25 minutes 02 seconds East, a distance of 131.45 feet to an angle point;
3. North 73 degrees 05 minutes 46 seconds East, a distance of 177.74 feet to an angle point;
4. North 63 degrees 11 minutes 08 seconds East, a distance of 395.96 feet to an angle point;

Exhibit \_\_\_\_, Page 3 of 5 Pages

5. North 82 degrees 47 minutes 59 seconds East, a distance of 100.06 feet to the northwest corner of a called 42.2800 acre tract of land recorded in the name of Bender/Adams UTVX Properties, Ltd. in H.C.C.F. No. W739912, for an angle point of the herein described tract;

Thence, with the West, South and East line of said 42.2800 acre tract, the following three (3) courses:

1. South 02 degrees 15 minutes 31 seconds East, a distance of 2260.29 feet to a 5/8-inch iron rod with a MSG cap set at the southwest corner of said 42.2800 acre tract;
2. North 88 degrees 33 minutes 16 seconds East, a distance of 754.00 feet to a 5/8-inch iron rod with a MSG cap set at the southeast corner of said 42.2800 acre tract;
3. North 01 degrees 26 minutes 44 minutes West, a distance of 2481.50 feet to a point for corner at the northeast corner of said 42.2800 acre tract, same being the northwest corner of a called 11.9294 acre Drainage Area Fill Material Agreement of record in H.C.C.F. No. V229517, and being on the southerly bank of said Spring Creek;

Thence, with the north line of said 11.9294 acre tract and the southerly bank of said Spring Creek, North 89 degrees 04 minutes 37 minutes East, a distance of 250.01 feet to the northeast corner of said 11.9294 acre tract and the northwest corner of a called 44.5848 acre Conservation Easement of record in H.C.C.F. No. V647037, for an angle point of the herein described tract;

Thence, with the east line of said 11.9294 acre tract and the westerly line of said 44.5848 acre tract, South 01 degrees 26 minutes 44 minutes East, a distance of 694.18 feet to a 5/8-inch iron rod with a MSG cap set on the southerly line of said 44.5848 acre tract, for an angle point of the herein described tract;

Thence, with the southerly lines of said 44.5848 acre tract and through and across a called 57 acre tract of land recorded in the name of Eugene L. Bender in Volume 1275, Page 735 of the H.C.D.R., the following twenty six (26) courses:

1. South 73 degrees 19 minutes 34 seconds East, a distance of 17.50 feet to a 5/8-inch iron rod with a MSG cap set;
2. South 71 degrees 27 minutes 20 seconds East, a distance of 123.71 feet to a 5/8-inch iron rod with a MSG cap set;
3. South 72 degrees 05 minutes 55 seconds East, a distance of 169.70 feet to a 5/8-inch iron rod with a MSG cap set;
4. South 73 degrees 24 minutes 42 seconds East, a distance of 62.08 feet to a 5/8-inch iron rod with a MSG cap set;
5. South 69 degrees 24 minutes 07 seconds East, a distance of 33.01 feet to a 5/8-inch iron rod with a MSG cap set;

Exhibit \_\_\_\_, Page 4 of 5 Pages

6. South 74 degrees 25 minutes 43 seconds East, a distance of 47.75 feet to a 5/8-inch iron rod with a MSG cap set;
7. South 71 degrees 50 minutes 31 seconds East, a distance of 115.33 feet to a 5/8-inch iron rod with a MSG cap set;
8. South 84 degrees 44 minutes 41 seconds East, a distance of 198.43 feet to a 5/8-inch iron rod with a MSG cap set;
9. South 84 degrees 17 minutes 37 seconds East, a distance of 263.50 feet to a 5/8-inch iron rod with a MSG cap set;
10. South 83 degrees 50 minutes 45 seconds East, a distance of 179.73 feet to a 5/8-inch iron rod with a MSG cap set;
11. North 72 degrees 40 minutes 41 seconds East, a distance of 33.21 feet to a 5/8-inch iron rod with a MSG cap set;
12. South 79 degrees 56 minutes 34 seconds East, a distance of 31.99 feet to a 5/8-inch iron rod with a MSG cap set;
13. South 74 degrees 30 minutes 26 seconds East, a distance of 104.66 feet to a 5/8-inch iron rod with a MSG cap set;
14. South 65 degrees 17 minutes 46 seconds East, a distance of 196.15 feet to a 5/8-inch iron rod with a MSG cap set;
15. South 47 degrees 56 minutes 32 seconds East, a distance of 152.12 feet to a 5/8-inch iron rod with a MSG cap set;
16. South 51 degrees 31 minutes 06 seconds East, a distance of 187.59 feet to a 5/8-inch iron rod with a MSG cap set;
17. South 52 degrees 20 minutes 27 seconds East, a distance of 152.57 feet to a 5/8-inch iron rod with a MSG cap set;
18. South 32 degrees 17 minutes 59 seconds East, a distance of 151.89 feet to a 5/8-inch iron rod with a MSG cap set;
19. South 36 degrees 37 minutes 56 seconds East, a distance of 208.83 feet to a 5/8-inch iron rod with a MSG cap set;
20. South 44 degrees 07 minutes 41 seconds East, a distance of 263.86 feet to a 5/8-inch iron rod with a MSG cap set;
21. South 49 degrees 55 minutes 01 seconds East, a distance of 169.77 feet to a 5/8-inch iron rod with a MSG cap set;

Exhibit \_\_\_\_, Page 5 of 5 Pages

22. South 77 degrees 52 minutes 25 seconds East, a distance of 222.79 feet to a 5/8-inch iron rod with a MSG cap set;
23. South 67 degrees 35 minutes 45 seconds East, a distance of 173.95 feet to a 5/8-inch iron rod with a MSG cap set;
24. South 54 degrees 00 minutes 52 seconds East, a distance of 276.53 feet to a 5/8-inch iron rod with a MSG cap set;
25. South 56 degrees 24 minutes 47 seconds East, a distance of 278.02 feet to a 5/8-inch iron rod with a MSG cap set;

South 50 degrees 25 minutes 53 seconds East, a distance of 302.70 feet to a 5/8-inch iron rod found on the west R.O.W. line of U.S. Highway 59 (width varies per H.C.C.F. No. R379265), on the west line of a called 20.86 acre tract recorded in the name of the State of Texas, in Vol. 1231, Pg. 580, H.C.D.R., for the northeast corner of the herein described tract;

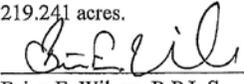
Thence, with the west R.O.W. line of said U.S. Highway 59 and the west line of said 20.86 acre tract, South 19 degrees 38 minutes 51 seconds West, a distance of 131.65 feet to a concrete TxDOT monument found at the southerly southwest corner of said 20.86 acre tract;

Thence, through and across said Charles Bender, Sr. tract, North 82 degrees 42 minutes 51 seconds West, a distance of 1195.52 feet to a 5/8-inch iron rod with a MSG cap set in the lower east line of a called 34.6648 acre Excavation Area Fill Material Agreement of record in said H.C.C.F. No. V229517; for an angle point in the herein described tract;

Thence, with the east and south lines of said 34.6648 acre tract, the following three (3) courses:

1. South 03 degrees 56 minutes 20 seconds West, a distance of 385.27 feet to a 5/8-inch iron rod found at the southerly southeast corner of said 34.6648 acre tract;
2. South 81 degrees 47 minutes 45 seconds West, a distance of 589.10 feet to a 5/8-inch iron rod with a MSG cap set for an angle point;
3. North 85 degrees 08 minutes 38 seconds West, a distance of 212.01 feet to a 5/8-inch iron rod with a MSG cap set for an angle point;

Thence, through and across said Charles Bender, Sr. tract, South 19 degrees 11 minutes 16 seconds West, a distance of 1188.05 feet to the **Point of Beginning** and containing 219.241 acres.

  
\_\_\_\_\_  
Brian E. Wilson, R.P.L.S.  
Texas Registration No. 5745

**MILLER SURVEY GROUP**  
PH: (713) 413-1900



May 8, 2013  
M.S.G. M&B No.: 131161

County: Harris  
Project: Townsen Landing  
M.S.G. No.: 121144  
Job Number: 2319Bdy

FIELD NOTES FOR 42.282 ACRES  
Tract II

Being a tract of land containing 42.282 acres located in the Wherry B. Adams Survey, Abstract-95 and the Jules Hirsch Survey, Abstract-1596, Harris County, Texas; said 42.282 acre tract being all of a called 42.2800 acre tract recorded in the name of Bender/Adams UTVX Properties, Ltd. in Harris County Clerk's File Number (H.C.C.F. No.) W739912; said 42.282 acre tract being more particularly described by metes and bounds as follows (Texas Coordinate System of 1983, South Central Zone per GPS observations);

**Commencing** at 5/8-inch iron rod found at the northeast corner of Unrestricted Reserve "F" of Target Center - Humble, a subdivision of record in Film Code Number (F.C. No.) 492066 of the Harris County Map Records (H.C.M.R.) and being on the southerly Right-Of-Way (R.O.W.) line of Townsen Boulevard (width varies per Harris County Clerk's File Number (H.C.C.F. No.) U848215);

Thence, with the southerly R.O.W. line of said Townsen Boulevard, 35.06 feet along the arc of a curve to the left, having a radius of 2070.00 feet a central angle of 00 degrees 58 minutes 14 seconds, and a chord that bears South 71 degrees 03 minutes 34 seconds East, a distance of 35.06 feet to the easterly southeast corner of said Townsen Boulevard;

Thence, with the east line of said Townsen Boulevard (U848215), and the westerly line of Townsen Boulevard as dedicated in H.C.C.F. No. D153293, North 17 degrees 37 minutes 02 seconds East, a distance of 140.02 feet to a 5/8-inch iron rod found at the easterly northeast corner of said Townsen Boulevard (U848215) and the beginning of a non-tangent curve to the right;

Thence, with the northerly R.O.W. line of said Townsen Boulevard (U848215), the following three (3) courses:

1. 907.92 feet along the arc of said curve to the right, having a radius of 1930.00 feet, a central angle of 26 degrees 57 minutes 12 seconds, and a chord that bears North 58 degrees 00 minutes 32 seconds West, a distance of 899.57 feet to a 5/8-inch iron rod found at a point of tangency;
2. North 44 degrees 30 minutes 42 seconds West, a distance of 462.17 feet to a 5/8-inch iron rod found at a point of curvature of a curve to the left;

Exhibit \_\_\_\_, Page 2 of 3 Pages

3. 1113.83 feet along the arc of said curve to the left, having a radius of 2070.00 feet, a central angle of 30 minutes 49 minutes 48 seconds, and a chord that bears North 59 degrees 55 minutes 36 seconds West, a distance of 1100.44 feet to a 5/8-inch iron rod with a MSG cap set for an angle point in the northerly R.O.W. line of said Townsen Boulevard;

Thence, through and across a tract of land recorded in the name of Charles Bender, Sr. in Volume 123, Page 228 of the Harris County Deed Records, North 04 degrees 36 minutes 14 seconds West, a distance of 840.77 feet to a 5/8-inch iron rod with a Miller Survey Group (MSG) cap set for the southeast corner of said 42.2800 acre tract and the **Point of Beginning** of the herein described tract;

Thence, with the south line of said 42.2800 acre tract, South 88 degrees 33 minutes 16 seconds West, a distance of 754.00 feet to a 5/8-inch iron rod with a MSG cap set for the southwest corner of said 42.2800 acre and the herein described tract;

Thence, with the west line of said 42.2800 acre tract, North 02 degrees 15 minutes 31 seconds West, a distance of 2260.29 feet to a point on the southerly bank of Spring Creek (based upon a Land Survey of 1115.3772 acres prepared by Morgan-Rieniets, Inc. dated: February, 1986, for the northwest corner of said 42.2800 acre and the herein described tract;

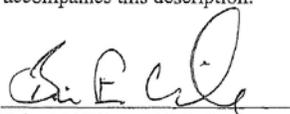
Thence, with the north lines of said 42.2800 acre tract, same being the southerly lines of Spring Creek, the following seven (7) courses:

1. North 62 degrees 59 minutes 59 seconds East, a distance of 102.39 feet to an angle point;
2. North 63 degrees 33 minutes 59 seconds East, a distance of 100.60 feet to an angle point;
3. North 81 degrees 21 minutes 35 seconds East, a distance of 71.13 feet to an angle point;
4. North 72 degrees 43 minutes 02 seconds East, a distance of 203.98 feet to an angle point;
5. North 75 degrees 40 minutes 08 seconds East, a distance of 200.08 feet to an angle point;
6. North 86 degrees 06 minutes 57 seconds East, a distance of 38.30 feet to an angle point;
7. North 75 degrees 23 minutes 30 seconds East, a distance of 105.17 feet to a point for corner at the northeast corner of said 42.2800 acre tract and being the northwest corner of a called 11.9294 acre Drainage Area Fill Material Agreement of record in H.C.C.F. No. V229517, for the northeast corner of the herein described tract;

Exhibit \_\_\_, Page 3 of 3 Pages

Thence, with the east line of said 42.2800 acre tract and the west line of said 11.9294 acre tract, South 01 degrees 26 minutes 44 seconds East, a distance of 2481.50 feet to the **Point of Beginning** and containing 42.282 acres.

A Land Title Survey of the subject tract has been prepared by Miller Survey Group and accompanies this description.



Brian E. Wilson, R.P.L.S.  
Texas Registration No. 5745



MILLER SURVEY GROUP  
PH: (713) 413-1900  
July 18, 2012  
M.S.G. No.: 121144

County: Harris  
Project: Townsen Landing  
M.S.G. No.: 121147  
Job Number: 2319Bdy

FIELD NOTES FOR 182.500 ACRES  
Tract III-A

Being a tract of land containing 182.500 acres located in the T.F. Pickney Survey, Abstract-1588, Harris County, Texas; said 182.500 acre tract being a portion of a called 181 acre tract of land recorded in the name of E.L. Bender and Frank V. Bender in Volume 328, Page 241 of the Harris County Deed Records (H.C.D.R.); said 182.500 acre tract being more particularly described by metes and bounds as follows (Texas Coordinate System of 1983, South Central Zone per GPS observations);

**Commencing** at 5/8-inch iron rod found at the northeast corner of Unrestricted Reserve "F" of Target Center – Humble, a subdivision of record in Film Code Number (F.C. No.) 492066 of the Harris County Map Records (H.C.M.R.) and being on the southerly Right-Of-Way (R.O.W.) line of Townsen Boulevard (width varies per Harris County Clerk's File Number (H.C.C.F. No.) U848215);

Thence, with the southerly R.O.W. line of said Townsen Boulevard (U848215), 35.06 feet along the arc of a curve to the left, having a radius of 2070.00 feet a central angle of 00 degrees 58 minutes 14 seconds, and a chord that bears South 71 degrees 03 minutes 34 seconds East, a distance of 35.06 feet to the easterly southeast corner of said Townsen Boulevard;

Thence, with the east line of said Townsen Boulevard, and the westerly line of Townsen Boulevard as dedicated in H.C.C.F. No. D153293, North 17 degrees 37 minutes 02 seconds East, a distance of 140.02 feet to a 5/8-inch iron rod found at the easterly northeast corner of said Townsen Boulevard (U848215) and the beginning of a non-tangent curve to the right;

Thence, with the northerly and westerly R.O.W. lines of said Townsen Boulevard (U848215), the following seventeen (17) courses:

1. 907.92 feet along the arc of said curve to the right, having a radius of 1930.00 feet, a central angle of 26 degrees 57 minutes 12 seconds, and a chord that bears North 58 degrees 00 minutes 32 seconds West, a distance of 899.57 feet to a 5/8-inch iron rod found at a point of tangency;
2. North 44 degrees 30 minutes 42 seconds West, a distance of 462.17 feet to a 5/8-inch iron rod found at a point of curvature of a curve to the left;

Exhibit \_\_\_\_, Page 2 of 4 Pages

3. 1113.83 feet along the arc of said curve to the left, having a radius of 2070.00 feet, a central angle of 30 minutes 49 minutes 48 seconds, and a chord that bears North 59 degrees 55 minutes 36 seconds West, a distance of 1100.44 feet to a 5/8-inch iron rod with a MSG cap set for an angle point of the herein described tract;
4. South 14 degrees 39 minutes 30 seconds West, a distance of 20.00 feet to a 5/8-inch iron rod with a MSG cap set at the beginning of a non-tangent curve to the left;
5. 1142.25 feet along the arc of said curve to the left, having a radius of 2050.00 feet, a central angle of 31 degrees 55 minutes 30 seconds, and a chord that bears South 88 degrees 41 minutes 45 seconds West, a distance of 1127.53 feet to a 5/8-inch iron rod with a MSG cap set at a point of tangency;
6. South 72 degrees 44 minutes 00 seconds West, a distance of 222.50 feet to a 5/8-inch iron rod with a MSG cap set at a point of curvature of a curve to the right;
7. 238.02 feet along the arc of said curve to the right, having a radius of 1950.00 feet, a central angle of 06 degrees 59 minutes 37 seconds, and a chord that bears South 76 degrees 13 minutes 49 second West, a distance of 237.88 feet to a 5/8-inch iron rod with a MSG cap set on the east line of said 181 acre tract and the west line of a tract of land recorded in the name of Charles Bender, Sr. in Volume 123, Page 228 of the H.C.D.R., same being the recognized common survey line between the T.F. Pickney Survey Abstract-1588 and said Wherry B. Adams Survey for the southeast corner and **Point of Beginning** of the herein described tract;
8. 116.01 feet continuing along said curve to the right, having a radius of 1950.00 feet, a central angle of 03 degrees 24 minutes 31 seconds, and a chord that bears South 81 degrees 25 minutes 53 seconds West, a distance of 115.99 feet to a 5/8-inch iron rod found at an angle point;
9. North 06 degrees 51 minutes 52 seconds West, a distance of 15.00 feet to a 5/8-inch iron rod with a MSG cap set at the beginning of a non-tangent curve to the right;
10. 483.75 feet along the arc of said curve to the right, having a radius of 1935.00 feet, a central angle of 14 degrees 19 minutes 26 seconds and a chord that bears North 89 degrees 42 minutes 09 seconds West, a distance of 482.49 feet to a 5/8-inch iron rod with a MSG cap set at a point of tangency;
11. North 82 degrees 32 minutes 26 seconds West, a distance of 95.00 feet to a 5/8-inch iron rod with a MSG cap set at an angle point;
12. South 07 degrees 27 minutes 34 second West, a distance of 115.00 feet to a 5/8-inch iron rod with a MSG cap set at an angle point;

Exhibit \_\_\_, Page 3 of 4 Pages

13. South 82 degrees 32 minutes 26 seconds East, a distance of 20.00 feet to a 5/8-inch iron rod with a MSG cap set at the beginning of a curve to the right;
14. 39.27 feet along the arc of said curve to the right, having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and a chord that bears South 37 degrees 32 minutes 25 seconds East, a distance of 35.36 feet to a 5/8-inch iron rod with a MSG cap set at a point of tangency;
15. South 07 degrees 27 minutes 35 seconds West, a distance of 169.21 feet to a 5/8-inch iron rod with a MSG cap set at an angle point;
16. North 82 degrees 32 minutes 25 seconds West, a distance of 15.00 feet to a 5/8-inch iron rod found at the beginning of a non-tangent curve to the right;
17. 441.31 feet along the arc of said curve to the right, having a radius of 1935.00 feet, a central angle of 13 degrees 04 minutes 02 seconds, and a chord that bears South 13 degrees 59 minutes 36 seconds West, a distance of 440.36 feet to a 5/8-inch iron rod with a MSG cap set on the south line of said 181 acre tract, and on the north line of a called 504.8 acre tract of land recorded in the name of C. Bender Sr. in Volume 169, Page 175 of the H.C.D.R., for the southerly southeast corner of the herein described tract;

Thence, with the south line of said 181 acre tract, and the north line of said 504.8 acre tract, South 87 degrees 34 minutes 11 seconds West, a distance of 1600.40 feet to a 5/8-inch iron rod with a MSG cap set at the northwest corner of said 504.8 acre tract and being on the east line of a called 282.8837 acre tract of land recorded in the name of Deerbrook Estates, Ltd. in H.C.C.F. No. X173919, for the southwest corner of said 181 acre and the herein described tract;

Thence, with the west line of said 181 acre tract and the east lines of said 282.8837 acre tract, a called 3.000 acre tract of land recorded in the name of Lynn Davis Lasher, et al in H.C.C.F. No. 20070250386, a called 68.630 acre tract of land recorded in the name of County of Harris in H.C.C.F. No. G612407, a called 48.814 acre tract of land recorded in the name of Harris County in H.C.C.F. No. W931641, a called 21.453 acre tract of land recorded in the name of Pacific Indio Properties, Inc. in H.C.C.F. No. Z133293, respectively, the following two (2) courses:

1. North 02 degrees 18 minutes 30 seconds West, a distance of 115.78 feet to a 1/2-inch iron pipe found at the southeast corner of said 3.000 acre tract;
2. North 02 degrees 33 minutes 29 seconds West, a distance of 3020.32 feet to a point on the southerly bank of Spring Creek, for the northwest corner of said 181 acre and the herein described tract;

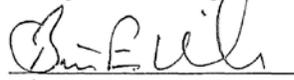
Thence, with the northerly lines of said 181 acre tract, same being the southerly bank of Spring Creek, the following ten (10) courses:

Exhibit \_\_\_\_, Page 4 of 4 Pages

1. North 59 degrees 51 minutes 31 seconds East, a distance of 61.28 feet to an angle point;
2. North 61 degrees 43 minutes 51 seconds East, a distance of 455.80 feet to an angle point;
3. North 73 degrees 19 minutes 32 seconds East, a distance of 233.60 feet to an angle point;
4. North 82 degrees 38 minutes 16 seconds East, a distance of 446.54 feet to an angle point;
5. North 87 degrees 55 minutes 52 seconds East, a distance of 258.13 feet to an angle point;
6. North 83 degrees 26 minutes 21 seconds East, a distance of 318.41 feet to an angle point;
7. North 75 degrees 46 minutes 48 seconds East, a distance of 170.98 feet to an angle point;
8. North 80 degrees 59 minutes 01 seconds East, a distance of 189.75 feet to an angle point;
9. North 73 degrees 11 minutes 40 seconds East, a distance of 267.05 feet to an angle point;
10. North 72 degrees 00 minutes 56 seconds East, a distance of 168.34 feet to the northwest corner of said Charles Bender Sr. tract, for the northeast corner of said 181 acre and the herein described tract;

Thence, with the east line of said 181 acre tract and the west line of said Charles Bender Sr. tract, same being the recognized common survey line between the said T.F. Pickney Survey and Adams Survey, South 01 degrees 37 minutes 52 seconds East, a distance of 2958.53 feet to the **Point of Beginning** and containing 182.500 acres of land.

A Land Title Survey of the subject tract has been prepared by Miller Survey Group and accompanies this description.



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July 18, 2012  
M.S.G. No.: 121147



County: Harris  
Project: Townsen Landing  
M.S.G. No.: 121148  
Job Number: 2319Bdy

FIELD NOTES FOR 8.016 ACRES  
Tract III-B

Being a tract of land containing 8.016 acres located in the T.F. Pickney Survey, Abstract-1588, Harris County, Texas; said 8.016 acre tract being a portion of a called 181 acre tract of land recorded in the name of E.L. Bender and Frank V. Bender in Volume 328, Page 241 of the Harris County Deed Records (H.C.D.R.); said 8.016 acre tract being more particularly described by metes and bounds as follows (Texas Coordinate System of 1983, South Central Zone per GPS observations);

**Commencing** at 5/8-inch iron rod found at the northeast corner of Unrestricted Reserve "F" of Target Center – Humble, a subdivision of record in Film Code Number (F.C. No.) 492066 of the Harris County Map Records (H.C.M.R.) and being on the southerly Right-Of-Way (R.O.W.) line of Townsen Boulevard (width varies per Harris County Clerk's File Number (H.C.C.F. No.) U848215);

Thence, with the southerly R.O.W. line of said Townsen Boulevard, 35.06 feet along the arc of a curve to the left, having a radius of 2070.00 feet a central angle of 00 degrees 58 minutes 14 seconds, and a chord that bears South 71 degrees 03 minutes 34 seconds East, a distance of 35.06 feet to the easterly southeast corner of said Townsen Boulevard;

Thence, with the east line of said Townsen Boulevard (U848215), and the westerly line of Townsen Boulevard as dedicated in H.C.C.F. No. D153293, North 17 degrees 37 minutes 02 seconds East, a distance of 140.02 feet to a 5/8-inch iron rod found at the easterly northeast corner of said Townsen Boulevard (U848215) and the beginning of a non-tangent curve to the right;

Thence, with the northerly R.O.W. lines of said Townsen Boulevard (U848215), the following seventeen (17) courses;

1. 907.92 feet along the arc of said curve to the right, having a radius of 1930.00 feet, a central angle of 26 degrees 57 minutes 12 seconds, and a chord that bears North 58 degrees 00 minutes 32 seconds West, a distance of 899.57 feet to a 5/8-inch iron rod found at a point of tangency;
2. North 44 degrees 30 minutes 42 seconds West, a distance of 462.17 feet to a 5/8-inch iron rod found at a point of curvature of a curve to the left;

Exhibit \_\_\_, Page 2 of 3 Pages

3. 1113.83 feet along the arc of said curve to the left, having a radius of 2070.00 feet, a central angle of 30 minutes 49 minutes 48 seconds, and a chord that bears North 59 degrees 55 minutes 36 seconds West, a distance of 1100.44 feet to a 5/8-inch iron rod with a MSG cap set for an angle point of the herein described tract;
4. South 14 degrees 39 minutes 30 seconds West, a distance of 20.00 feet to a 5/8-inch iron rod with a MSG cap set at the beginning of a non-tangent curve to the left;
5. 1142.25 feet along the arc of said curve to the left, having a radius of 2050.00 feet, a central angle of 31 degrees 55 minutes 30 seconds, and a chord that bears South 88 degrees 41 minutes 45 seconds West, a distance of 1127.53 feet to a 5/8-inch iron rod with a MSG cap set at a point of tangency;
6. South 72 degrees 44 minutes 00 seconds West, a distance of 222.50 feet to a 5/8-inch iron rod with a MSG cap set at a point of curvature of a curve to the right;
7. 238.02 feet along the arc of said curve to the right, having a radius of 1950.00 feet, a central angle of 06 degrees 59 minutes 37 seconds, and a chord that bears South 76 degrees 13 minutes 49 second West, a distance of 237.88 feet to a 5/8-inch iron rod with a MSG cap set on the east line of said 181 acre tract and the west line of a tract of land recorded in the name of Charles Bender, Sr. in Volume 123, Page 228 of the H.C.D.R., same being the recognized common survey line between the T.F. Pickney Survey Abstract-1588 and said Wherry B. Adams Survey;

Thence, with the east line of said 181 acre tract and the west line of said Charles Bender Sr. tract, through said Townsen Boulevard (U865372), the following two (2) courses:

1. South 01 degrees 37 minutes 52 seconds East, a distance of 101.09 feet to a 5/8-inch iron rod with a MSG cap set on the southerly R.O.W. line of said Townsen Boulevard (U865372), for the northeast corner and **Point of Beginning** of the herein described tract;
2. South 01 degrees 37 minutes 52 seconds East, a distance of 589.30 feet to a 5/8-inch iron rod with a MSG cap set at the northeast corner of a called 504.8 acre tract of land recorded in the name of C. Bender Sr. in Volume 169, Page 175 of the H.C.D.R., for the southeast corner of said 181 acre and the herein described tract;

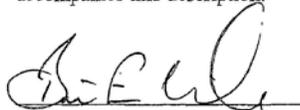
Thence, with the south line of said 181 acre tract and the north line of said 504.8 acre tract, South 87 degrees 34 minutes 11 seconds West, a distance of 690.06 feet to a 5/8-inch iron rod with a MSG cap set on the easterly R.O.W. line of said Townsen Boulevard (U865372) for the southwest corner of the herein described tract, at the beginning of a non-tangent curve to the left;

Thence, with the easterly and southerly R.O.W. lines of said Townsen Boulevard (U865372), the following seven (7) courses:

Exhibit \_\_\_\_, Page 3 of 3 Pages

1. 416.20 feet along the arc of said curve to the left, having a radius of 2065.00 feet, a central angle of 11 degrees 32 minutes 52 seconds and a chord that bears North 13 degrees 14 minutes 01 seconds East, a distance of 415.49 feet to a 5/8-inch iron rod found at an angle point;
2. North 82 degrees 32 minutes 25 seconds West, a distance of 15.00 feet to a 5/8-inch iron rod with a MSG cap set at an angle point;
3. North 07 degrees 27 minutes 35 seconds East, a distance of 155.56 feet to a 5/8-inch iron rod with a MSG cap set at the beginning of a curve to the right;
4. 38.37 feet along the arc of said curve to the right, having a radius of 25.00 feet, a central angle of 87 degrees 56 minutes 36 seconds and a chord that bears North 51 degrees 25 minutes 53 seconds East, a distance of 34.72 feet to a 5/8-inch iron rod with a MSG cap set at the beginning of a curve to the left;
5. 442.13 feet along the arc of said curve to the left, having a radius of 2065.00 feet, a central angle of 12 degrees 16 minutes 03 seconds and a chord that bears North 89 degrees 16 minutes 10 seconds East, a distance of 441.29 feet to a 5/8-inch iron rod with a MSG cap set at an angle point;
6. North 06 degrees 51 minutes 52 seconds West, a distance of 15.00 feet to a 5/8-inch iron rod with a MSG cap set at the beginning of a non-tangent curve to the left;
7. 106.77 feet along the arc of said curve to the left, having a radius of 2050.00, a central angle of 02 degrees 59 minutes 03 seconds and a chord that bears North 81 degrees 38 minutes 37 seconds East, a distance of 106.76 feet to the **Point of Beginning** and containing 8.016 acre of land.

A Land Title Survey of the subject tract has been prepared by Miller Survey Group and accompanies this description.

  
Brian E. Wilson, R.P.L.S.  
Texas Registration No. 5745



MILLER SURVEY GROUP  
PH: (713) 413-1900  
July 18, 2012  
M.S.G. No.: 121148

County: Harris  
Project: Townsen Landing  
M.S.G. No.: 121149  
Job Number: 2319Bdy

FIELD NOTES FOR 44.794 ACRES  
Tract IV-A

Being a tract of land containing 44.794 acres located in the Jesse Pruett Survey, Abstract-1304, Harris County, Texas; said 44.794 acre tract being a portion of a called 504.8 acre tract of land recorded in the name of C. Bender, Sr. in Volume 169, Page 175 of the Harris County Deed Records (H.C.D.R.); said 44.794 acre tract being more particularly described by metes and bounds as follows (all bearings based upon the Texas Coordinate System of 1983, South Central Zone per GPS observations);

Commencing at 5/8-inch iron rod found at the northeast corner of Unrestricted Reserve "F" of Target Center – Humble, a subdivision of record in Film Code Number (F.C. No.) 492066 of the Harris County Map Records (H.C.M.R.) and being on the southerly Right-Of-Way (R.O.W.) line of Townsen Boulevard (width varies per Harris County Clerk's File Number (H.C.C.F. No.) U848215, U865372 and U865373);

Thence, with the southerly and easterly R.O.W. lines of said Townsen Boulevard, the following thirteen (13) courses:

1. 940.96 feet along the arc of a curve to the right, having a radius of 2070.00 feet, a central angle of 26 degrees 02 minutes 42 seconds and a chord that bears North 57 degrees 33 minutes 12 seconds West, a distance of 932.88 feet to a point of tangency;
2. North 44 degrees 30 minutes 42 seconds West, a distance of 462.17 feet to a 5/8-inch iron rod found at the beginning of a curve to the left;
3. 1038.50 feet along the arc of said curve to the left, having radius of 1930.00 feet, a central angle of 30 degrees 49 minutes 48 seconds and a chord that bears North 59 degrees 55 minutes 36 seconds West, a distance of 1026.02 feet to a 5/8-inch iron rod at an angle point;
4. North 14 degrees 39 minutes 30 seconds East, a distance of 20.00 feet to a 5/8-inch iron rod with a Miller Survey Group (MSG) cap set at the beginning of a non-tangent curve to the left;
5. 1086.53 feet along the arc of said curve to the left, having a radius of 1950.00 feet, a central angle of 31 degrees 55 minutes 30 seconds and a chord that bears South 88 degrees 41 minutes 45 seconds West, a distance of 1072.53 feet to a 5/8-inch iron rod found at a point of tangency;

Exhibit \_\_\_, Page 2 of 4 Pages

6. South 72 degrees 44 minutes 00 seconds West, a distance of 222.50 feet to a 5/8-inch iron rod found at the beginning of a curve to the right;
7. 372.19 feet along the arc of said curve to the right, having a radius of 2050.00 feet, a central angle of 10 degrees 24 minutes 08 seconds and a chord that bears South 77 degrees 56 minutes 04 seconds West, a distance of 371.68 feet to a 5/8-inch iron rod with a MSG cap set at an angle point;
8. South 06 degrees 51 minutes 52 seconds East, a distance of 15.00 feet to a 5/8-inch iron rod with a MSG cap set at the beginning of a non-tangent curve to the right;
9. 442.13 feet along the arc of said curve to the right, having a radius of 2065.00 feet, a central angle of 12 degrees 16 minutes 03 seconds and a chord that bears South 89 degrees 16 minutes 10 seconds West, a distance of 441.29 feet to a 5/8-inch iron rod with a MSG cap set at the beginning of a curve to the left;
10. 38.37 feet along the arc of said curve to the left, having a radius of 25.00 feet, a central angle of 87 degrees 56 minutes 36 seconds and a chord that bears South 51 degrees 25 minutes 53 seconds West, a distance of 34.72 feet to a 5/8-inch iron rod with a MSG cap set at a point of tangency;
11. South 07 degrees 27 minutes 35 seconds West, a distance of 155.56 feet to a 5/8-inch iron rod with a MSG cap set at an angle point;
12. South 82 degrees 32 minutes 25 seconds East, a distance of 15.00 feet to a 5/8-inch iron rod found at the beginning of a non-tangent curve to the right;
13. 416.20 feet along the arc of said curve to the right, having a radius of 2065.00 feet, a central angle of 11 degrees 32 minutes 52 seconds and a chord that bears South 13 degrees 14 minutes 01 seconds West, a distance of 415.49 feet to a 5/8-inch rod with a MSG cap set on the north line of said 504.8 acre tract and being on the south line of a called 181 acre tract of land recorded in the name of E.L. Bender and Frank V. Bender in Volume 328, Page 241 of the H.C.D.R., for the northwest corner and **Point of Beginning** of the herein described tract;

Thence, with the line common to said 504.8 and 181 acre tracts, North 87 degrees 34 minutes 11 seconds East, a distance of 690.06 feet to a 5/8-inch iron rod with a MSG cap set at the southeast corner of said 181 acre tract, and being on the west line of a tract of land recorded in the name of Charles Bender, Sr. in Volume 123, Page 228 of the H.C.D.R., for the northeast corner of said 504.8 acre and the herein described tract;

Exhibit \_\_\_\_, Page 3 of 4 Pages

Thence, with the east line of said 504.8 acre tract and the west line of said Charles Bender, Sr. tract, South 01 degrees 37 minutes 52 seconds East, a distance of 1787.01 feet to a 5/8-inch iron rod with a MSG cap set at the northwest corner of Block 5 of Northshire, Section 2, a subdivision of record in Volume 194, Page 112 of the Harris County Map Records (H.C.M.R.), and being the southeast corner of a 80 feet wide H.L.&P. Easement of record in H.C.C.F. No. D605753, for the southeast corner of the herein described tract;

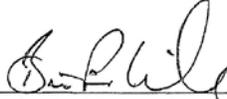
Thence, with the south line of said 80 feet wide H.L.&P. Easement, South 88 degrees 04 minutes 17 seconds West, a distance of 1296.64 feet to a 5/8-inch iron rod with a MSG cap set on the east R.O.W. line of said Townsen Boulevard (U865372), for the southwest corner of the herein described tract;

Thence, with the east R.O.W. lines of said Townsen Boulevard (U865372) the following six (6) courses:

1. North 02 degrees 30 minutes 34 seconds West, a distance of 137.34 feet to a 5/8-inch iron rod with a MSG cap set at the beginning of a curve top the right;
2. 1017.58 feet along the arc of said curve to the right, having a radius of 1950.00 feet, a central angle of 29 degrees 53 minutes 57 seconds and a chord that bears North 12 degrees 26 minutes 24 seconds East, a distance of 1006.08 feet to a 5/8-inch iron rod found at a point of tangency;
3. North 27 degrees 23 minutes 23 seconds East, a distance of 462.29 feet to a 5/8-inch iron rod with a MSG cap set at the beginning of a curve to the left;
4. 100.08 feet along the arc of said curve to the left, having a radius of 2050.00 feet, a central angle of 02 degrees 47 minutes 50 seconds and a chord that bears North 25 degrees 59 minutes 28 seconds East, a distance of 100.08 feet to a 5/8-inch iron rod with a MSG cap set at an angle point;
5. South 65 degrees 24 minutes 27 seconds East, a distance of 15.00 feet to a 5/8-inch iron rod found at the beginning of a non-tangent curve to the left;
6. 201.29 feet along the arc of said curve to the left, having a radius of 2065.00 feet, a central angle of 05 degrees 35 minutes 06 seconds and a chord that bears North 21 degrees 48 minutes 00 seconds East, a distance of 201.21 feet to the **Point of Beginning** and containing 44.794 acre of land.

Exhibit \_\_, Page 4 of 4 Pages

A Land Title Survey of the subject tract has been prepared by Miller Survey Group and accompanies this description.



Brian E. Wilson, R.P.L.S.  
Texas Registration No. 5745



MILLER SURVEY GROUP  
PH: (713) 413-1900  
July 18, 2012  
M.S.G. No.: 121149

County: Harris  
Project: Townsen Landing  
M.S.G. No.: 121150  
Job Number: 2319Bdy

FIELD NOTES FOR 49.386 ACRES  
Tract IV-B

Being a tract of land containing 49.386 acres located in the Jesse Pruett Survey, Abstract-1304, Harris County, Texas; said 49.386 acre tract being a portion of a called 504.8 acre tract of land recorded in the name of C. Bender, Sr. in Volume 169, Page 175 of the Harris County Deed Records (H.C.D.R.); said 49.386 acre tract being more particularly described by metes and bounds as follows (all bearings based upon the Texas Coordinate System of 1983, South Central Zone per GPS observations);

**Commencing** at 5/8-inch iron rod found at the northeast corner of Unrestricted Reserve "F" of Target Center – Humble, a subdivision of record in Film Code Number (F.C. No.) 492066 of the Harris County Map Records (H.C.M.R.) and being on the southerly Right-Of-Way (R.O.W.) line of Townsen Boulevard (width varies per Harris County Clerk's File Number (H.C.C.F. No.) U848215, U865372 and U865373);

Thence, with the southerly and easterly R.O.W. lines of said Townsen Boulevard, the following thirteen (13) courses:

1. 940.96 feet along the arc of a curve to the right, having a radius of 2070.00 feet, a central angle of 26 degrees 02 minutes 42 seconds and a chord that bears North 57 degrees 33 minutes 12 seconds West, a distance of 932.88 feet to a point of tangency;
2. North 44 degrees 30 minutes 42 seconds West, a distance of 462.17 feet to a 5/8-inch iron rod found at the beginning of a curve to the left;
3. 1038.50 feet along the arc of said curve to the left, having a radius of 1930.00 feet, a central angle of 30 degrees 49 minutes 48 seconds and a chord that bears North 59 degrees 55 minutes 36 seconds West, a distance of 1026.02 feet to a 5/8-inch iron rod at an angle point;
4. North 14 degrees 39 minutes 30 seconds East, a distance of 20.00 feet to a 5/8-inch iron rod with a Miller Survey Group (MSG) cap set at the beginning of a non-tangent curve to the left;
5. 1086.53 feet along the arc of said curve to the left, having a radius of 1950.00 feet, a central angle of 31 degrees 55 minutes 30 seconds and a chord that bears South 88 degrees 41 minutes 45 seconds West, a distance of 1072.53 feet to a 5/8-inch iron rod found at a point of tangency;

Exhibit \_\_\_\_, Page 2 of 4 Pages

6. South 72 degrees 44 minutes 00 seconds West, a distance of 222.50 feet to a 5/8-inch iron rod found at the beginning of a curve to the right;
7. 372.19 feet along the arc of said curve to the right, having a radius of 2050.00 feet, a central angle of 10 degrees 24 minutes 08 seconds and a chord that bears South 77 degrees 56 minutes 04 seconds West, a distance of 371.68 feet to a 5/8-inch iron rod with a MSG cap set at an angle point;
8. South 06 degrees 51 minutes 52 seconds East, a distance of 15.00 feet to a 5/8-inch iron rod with a MSG cap set at the beginning of a non-tangent curve to the right;
9. 442.13 feet along the arc of said curve to the right, having a radius of 2065.00 feet, a central angle of 12 degrees 16 minutes 03 seconds and a chord that bears South 89 degrees 16 minutes 10 seconds West, a distance of 441.29 feet to a 5/8-inch iron rod with a MSG cap set at the beginning of a curve to the left;
10. 38.37 feet along the arc of said curve to the left, having a radius of 25.00 feet, a central angle of 87 degrees 56 minutes 36 seconds and a chord that bears South 51 degrees 25 minutes 53 seconds West, a distance of 34.72 feet to a 5/8-inch iron rod with a MSG cap set at a point of tangency;
11. South 07 degrees 27 minutes 35 seconds West, a distance of 155.56 feet to a 5/8-inch iron rod with a MSG cap set at an angle point;
12. South 82 degrees 32 minutes 25 seconds East, a distance of 15.00 feet to a 5/8-inch iron rod found at the beginning of a non-tangent curve to the right;
13. 416.20 feet along the arc of said curve to the right, having a radius of 2065.00 feet, a central angle of 11 degrees 32 minutes 52 seconds and a chord that bears South 13 degrees 14 minutes 01 seconds West, a distance of 415.49 feet to a 5/8-inch rod with a MSG cap set on the north line of said 504.8 acre tract and being on the south line of a called 181 acre tract of land recorded in the name of E.L. Bender and Frank V. Bender in Volume 328, Page 241 of the H.C.D.R.

Thence, with the line common to said 504.8 and 181 acre tracts, and through said Townsen Boulevard, South 87 degrees 34 minutes 11 seconds West, a distance of 140.39 feet to a 5/8-inch iron rod with a MSG cap set on the west R.O.W. line of said Townsen Boulevard for the northeast corner and **Point of Beginning** of the herein described tract;

Thence, with the west R.O.W. line of said Townsen Boulevard the following six (6) courses:

1. 137.30 feet along the arc of a curve to the right, having a radius of 1935.00 feet, a central angle of 04 degrees 03 minutes 55 seconds and a chord that bears South 22 degrees 33 minutes 35 seconds West, a distance of 137.27 feet to a 5/8-inch iron rod found at an angle point;

Exhibit \_\_\_\_, Page 3 of 4 Pages

2. South 65 degrees 24 minutes 27 seconds East, a distance of 15.00 feet to a 5/8-inch iron rod with a MSG cap set at the beginning of a non-tangent curve to the right;
3. 95.20 feet along the arc of said curve to the right, having a radius of 1950.00 feet, a central angle of 02 degrees 47 minutes 50 seconds and a chord that bears South 25 degrees 59 minutes 28 seconds West, a distance of 95.19 feet to a 5/8-inch iron rod with a MSG cap set at a point of tangency;
4. South 27 degrees 23 minutes 22 seconds West, a distance of 462.29 feet to a 5/8-inch iron rod found at the beginning of a curve to the left;
5. 1069.77 feet along the arc of said curve to the left, having a radius of 2050.00 feet, a central angle of 29 degrees 53 minutes 57 seconds and a chord that bears South 12 degrees 26 minutes 24 seconds West, a distance of 1057.67 feet to a 5/8-inch iron rod with a MSG cap set at a point of tangency;
6. South 02 degrees 30 minutes 34 seconds East, a distance of 135.68 feet to a 5/8-inch iron rod with a MSG cap set at the northeast corner of a called 50.5 acre tract of land recorded in the name of Aldine Independent School District in H.C.C.F. No. 20060154416, for the southeast corner of the herein described tract;

Thence, with the north line of said 50.5 acre tract, South 88 degrees 00 minutes 22 seconds West, a distance of 1011.13 feet to a 3/4-inch iron rod with a "Cotton" cap found at the northwest corner of said 50.5 acre tract, and being at the northeast corner of Block 6 of Deerbrook Estates, Sec. 6, a subdivision of record in Film Code Number 610165 of the Harris County Map Records, and being on the west line of said 504.8 acre tract for the southwest corner of the herein described tract;

Thence, with the west line of said 504.8 acre tract and the east line of a called 282.8837 acre tract recorded in the name of Deerbrook Estates, Ltd. in H.C.C.F. No. X173919, the following two courses:

1. North 02 degrees 28 minutes 54 seconds West, a distance of 657.42 feet to a 1/2-inch iron pipe found at an angle point;
2. North 02 degrees 18 minutes 30 seconds West, a distance of 1108.85 feet to a 5/8-inch iron rod with a MSG cap set at the southwest corner of said 181 acre tract and being the northwest corner of said 504.8 acre and the herein described tract;

Exhibit \_\_\_, Page 4 of 4 Pages

Thence, with the line common to said 181 and 504.8 acre tracts, North 87 degrees 34 minutes 11 seconds East, a distance of 1600.40 feet to the **Point of Beginning** and containing 49.386 acres of land.

A Land Title Survey of the subject tract has been prepared by Miller Survey Group and accompanies this description.



Brian E. Wilson, R.P.L.S.  
Texas Registration No. 5745



MILLER SURVEY GROUP  
PH: (713) 413-1900  
July 18, 2012  
M.S.G. No.: 121150

County: Harris  
Project: Townsen Landing  
M.S.G. No.: 121151  
Job Number: 2319Bdy

FIELD NOTES FOR 130.040 ACRES  
Tract V

Being a tract of land containing 130.040 acres located in the Wherry B. Adams Survey, Abstract-95, Harris County, Texas; said 130.040 acre tract being a portion of a tract of land recorded in the name of Charles Bender, Sr. in Volume 123, Page 228 of the Harris County Deed Records (H.C.D.R.); said 130.040 acre tract being more particularly described by metes and bounds as follows (all bearings based upon the Texas Coordinate System of 1983, South Central Zone per GPS observations);

**Commencing** at 5/8-inch iron rod found at the northeast corner of Unrestricted Reserve "F" of Target Center -- Humble, a subdivision of record in Film Code Number (F.C. No.) 492066 of the Harris County Map Records (H.C.M.R.) and being on the southerly Right-Of-Way (R.O.W.) line of Townsen Boulevard (width varies per Harris County Clerk's File Number (H.C.C.F. No.) U848215);

Thence, with the southerly R.O.W. lines of said Townsen Boulevard, the following two (2) courses:

1. 940.96 feet along the arc of a curve to the right, having a radius of 2070.00 feet, a central angle of 26 degrees 02 minutes 42 seconds and a chord that bears North 57 degrees 33 minutes 12 seconds West, a distance of 932.88 feet to a point of tangency;
2. North 44 degrees 30 minutes 42 seconds West, a distance of 60.29 feet to a 5/8-inch iron rod found at the northwest corner of Unrestricted Reserve "C" of said Target Center-Humble for the northeast corner and **Point of Beginning** of the herein described tract;

Thence, with the northwest and southwest line of said Target Center, the following five (5) courses:

1. South 53 degrees 40 minutes 02 seconds West, a distance of 239.14 feet to a 5/8-inch iron rod with a Miller Survey Group (MSG) cap set at an angle point;
2. South 19 degrees 11 minutes 16 seconds West, a distance of 261.00 feet to a 5/8-inch iron rod with a MSG cap set at the northeast corner of Unrestricted Reserve "A" of said Target Center-Humble;
3. North 70 degrees 48 minutes 44 seconds West, a distance of 290.00 feet to a 5/8-inch iron rod found at the northwest corner of said Unrestricted Reserve "A";

Exhibit \_\_\_\_, Page 2 of 3 Pages

4. South 19 degrees 11 minutes 16 seconds West, a distance of 650.00 feet to a 5/8-inch iron rod found at the southwest corner of said Unrestricted Reserve "A";
5. South 70 degrees 48 minutes 44 seconds East, a distance of 1136.82 feet to a 5/8-inch iron rod with a MSG cap set for an angle point of the herein described tract;

Thence, through and across said Charles Bender, Sr. tract, South 01 degrees 55 minutes 43 seconds East, a distance of 270.08 feet to a 5/8-inch iron rod with a MSG cap set on the north line of a called 321.586 acre tract recorded in the name of Westchester Corporation in H.C.C.F. No. D154856, for the southeast corner of the herein described tract;

Thence, with the north line of said 321.586 acre tract, South 88 degrees 04 minutes 17 seconds West, a distance of 2959.64 feet to a 5/8-inch iron rod with a MSG cap set at the northwest corner of said 321.586 acre tract and being on the east line of a called 504.8 acre tract of land recorded in the name of C. Bender, Sr. in Volume 169, Page 175 of the H.C.D.R., same being the west line of said Charles Bender, Sr. tract, for the southwest corner of the herein described tract;

Thence, with the west line of said Charles Bender, Sr. tract and the east line of said 504.8 acre tract and the east line of a called 181 acre tract of land recorded in the name of E.L. Bender and Frank V. Bender in Volume 328, Page 241 of the H.C.D.R., North 01 degrees 37 minutes 52 seconds West, a distance of 2318.31 feet to a 5/8-inch iron rod with a MSG cap set on the south R.O.W. line of said Townsen Boulevard, for the northwest corner of the herein described tract;

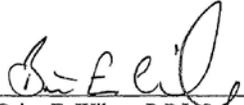
Thence, with the south R.O.W. lines of said Townsen Boulevard, the following six (6) courses:

1. 265.42 feet along the arc of a curve to the left, having a radius of 2050.00 feet, a central angle of 07 degrees 25 minutes 06 seconds and a chord that bears North 76 degrees 26 minutes 33 seconds East, a distance of 265.24 feet to a 5/8-inch iron rod found at a point of tangency;
2. North 72 degrees 44 minutes 00 seconds East, a distance of 222.50 feet to a 5/8-inch iron rod found at the beginning of a curve to the right;
3. 1086.53 feet along the arc of said curve to the right, having a radius of 1950.00 feet, a central angle of 31 degrees 55 minutes 30 seconds and a chord that bears North 88 degrees 41 minutes 45 seconds East, a distance of 1072.53 feet to a 5/8-inch iron rod with a MSG cap set at an angle point;
4. South 14 degrees 39 minutes 30 seconds West, a distance of 20.00 feet to a 5/8-inch iron rod found at the beginning of a non-tangent curve to the right;
5. 1038.50 feet along the arc of said curve to the right, having a radius of 1930.00 feet, a central angle of 30 degrees 49 minutes 48 seconds and a chord that bears South 59 degrees 55 minutes 36 seconds East, a distance of 1026.02 feet to a 5/8-inch iron rod found at a point of tangency;

Exhibit \_\_, Page 3 of 3 Pages

6. South 44 degrees 30 minutes 42 seconds East, a distance of 401.88 feet to the **Point of Beginning** and containing 130.040 acres of land.

A Land Title Survey of the subject tract has been prepared by Miller Survey Group and accompanies this description.

  
\_\_\_\_\_  
Brian E. Wilson, R.P.L.S.  
Texas Registration No. 5745



MILLER SURVEY GROUP  
PH: (713) 413-1900  
July 18, 2012  
M.S.G. No.: 121151

County: Harris  
Project: Townsen Landing  
M.S.G. No.: 121221  
Job Number: 2319-Bdy

FIELD NOTES FOR 36.394 ACRES  
Tract VI-A

Being a tract of land containing 36.394 acres (1,585,332 square feet) located in the Jesse Pruett (A.K.A. Jesse Pruitt) Survey, Abstract-1304, Harris County, Texas; said 36.394 acre tract being a portion of a called 504.8 acre tract of land recorded in the name of C. Bender, Sr. in Volume 169, Page 175 of the Harris County Deed Records (H.C.D.R.); said 36.394 acre tract being more particularly described by metes and bounds as follows (all bearings based upon the Texas Coordinate System of 1983, South Central Zone per GPS observations);

**Commencing** at 5/8-inch iron rod found at the northeast corner of Unrestricted Reserve "F" of Target Center – Humble, a subdivision of record in Film Code Number (F.C. No.) 492066 of the Harris County Map Records (H.C.M.R.) and being on the southerly Right-Of-Way (R.O.W.) line of Townsen Boulevard (width varies per Harris County Clerk's File Number (H.C.C.F. No.) U848215, U865372 and U865373);

Thence, with the southerly and easterly R.O.W. lines of said Townsen Boulevard, the following eighteen (18) courses:

1. 940.96 feet along the arc of a curve to the right, having a radius of 2070.00 feet, a central angle of 26 degrees 02 minutes 42 seconds and a chord that bears North 57 degrees 33 minutes 12 seconds West, a distance of 932.88 feet to a point of tangency;
2. North 44 degrees 30 minutes 42 seconds West, a distance of 462.17 feet to a 5/8-inch iron rod found at the beginning of a curve to the left;
3. 1038.50 feet along the arc of said curve to the left, having radius of 1930.00 feet, a central angle of 30 degrees 49 minutes 48 seconds and a chord that bears North 59 degrees 55 minutes 36 seconds West, a distance of 1026.02 feet to a 5/8-inch iron rod at an angle point;
4. North 14 degrees 39 minutes 30 seconds East, a distance of 20.00 feet to a 5/8-inch iron rod with a Miller Survey Group (MSG) cap set at the beginning of a non-tangent curve to the left;
5. 1086.53 feet along the arc of said curve to the left, having a radius of 1950.00 feet, a central angle of 31 degrees 55 minutes 30 seconds and a chord that bears South 88 degrees 41 minutes 45 seconds West, a distance of 1072.53 feet to a 5/8-inch iron rod found at a point of tangency;

6. South 72 degrees 44 minutes 00 seconds West, a distance of 222.50 feet to a 5/8-inch iron rod found at the beginning of a curve to the right;
7. 372.19 feet along the arc of said curve to the right, having a radius of 2050.00 feet, a central angle of 10 degrees 24 minutes 08 seconds and a chord that bears South 77 degrees 56 minutes 04 seconds West, a distance of 371.68 feet to a 5/8-inch iron rod with a MSG cap set at an angle point;
8. South 06 degrees 51 minutes 52 seconds East, a distance of 15.00 feet to a 5/8-inch iron rod with a MSG cap set at the beginning of a non-tangent curve to the right;
9. 442.13 feet along the arc of said curve to the right, having a radius of 2065.00 feet, a central angle of 12 degrees 16 minutes 03 seconds and a chord that bears South 89 degrees 16 minutes 10 seconds West, a distance of 441.29 feet to a 5/8-inch iron rod with a MSG cap set at the beginning of a curve to the left;
10. 38.37 feet along the arc of said curve to the left, having a radius of 25.00 feet, a central angle of 87 degrees 56 minutes 36 seconds and a chord that bears South 51 degrees 25 minutes 53 seconds West, a distance of 34.72 feet to a 5/8-inch iron rod with a MSG cap set at a point of tangency;
11. South 07 degrees 27 minutes 35 seconds West, a distance of 155.56 feet to a 5/8-inch iron rod with a MSG cap set at an angle point;
12. South 82 degrees 32 minutes 25 seconds East, a distance of 15.00 feet to a 5/8-inch iron rod found at the beginning of a non-tangent curve to the right;
13. 617.48 feet along the arc of said curve to the right, having a radius of 2065.00 feet, a central angle of 17 degrees 07 minutes 58 seconds and a chord that bears South 16 degrees 01 minutes 34 seconds West, a distance of 615.18 feet to a 5/8-inch rod found at a point of tangency;
14. North 65 degrees 24 minutes 27 seconds West, a distance of 15.00 feet to a 5/8-inch iron rod with a MSG cap set at the beginning of a non-tangent curve to the right;
15. 100.08 feet along the arc of said curve to the right, having a radius of 2050.00 feet, a central angle of 02 degrees 47 minutes 50 seconds and a chord that bears South 25 degrees 59 minutes 28 seconds West, a distance of 100.08 feet to a 5/8-inch iron rod with a MSG cap set at a point of tangency;
16. South 27 degrees 23 minutes 23 seconds West, a distance of 462.30 feet to a 5/8-inch iron rod found at the beginning of a curve to the left;

17. 1017.58 feet along the arc of said curve to the left, having a radius of 1950.00 feet, a central angle of 29 degrees 53 minutes 57 seconds and a chord that bears South 12 degrees 26 minutes 24 seconds West, a distance of 1006.08 feet to a 5/8-inch iron rod with a MSG cap set at a point of tangency;
18. South 02 degrees 30 minutes 34 seconds East, a distance of 1309.69 feet to a 5/8-inch iron rod with a MSG cap set for the northwest corner and **Point of Beginning** of the herein described tract;

Thence, through and across said 504.8 acre tract, North 88 degrees 22 minutes 08 seconds East, a distance of 1278.65 feet to a 5/8-inch iron rod found at the northwest R.O.W. corner of Upwood Drive (60 feet wide per Volume 194, Page 112, H.C.M.R.) and being on the west line of Northshire, Section 2, a subdivision of record in Volume 194, Page 112, H.C.M.R. for the northeast corner of the herein described tract;

Thence, with the west line of said Northshire, Section 2, South 01 degrees 37 minutes 52 seconds East, a distance of 1065.66 feet to a 5/8-inch iron rod with a MSG cap set at the most southerly corner of said Northshire, Section 2 and the most northerly west corner of a called 1.607 acre tract, recorded in the name of Harris County Water Control and Improvement District No. 140, in H.C.C.F. No. D601195;

Thence, with the west line of said 1.607 acre tract, South 01 degrees 31 minutes 12 seconds East, a distance of 167.58 feet to a 5/8-inch iron rod found at the northeast corner of Commerce at Deerbrook, Section 1, Partial Replat, a subdivision plat of record in F.C. No. 538264, H.C.M.R. for the southeast corner of the herein described tract;

Thence, with the north line of said Commerce at Deerbrook, Section 1, Partial Replat, South 88 degrees 13 minutes 27 seconds West, a distance of 951.22 feet to a 5/8-inch iron rod found at the northwest corner of said Deerbrook, Section 1, Partial Replat;

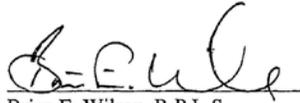
Thence, through and across said 504.8 acre tract, South 88 degrees 14 minutes 39 seconds West, a distance of 398.96 feet to a 5/8-inch iron rod set with M.S.G. cap on the east R.O.W. line of said Townsen Boulevard (U865372) on a non-tangent curve to the left for the southwest corner of the herein described tract;

Thence, with the east R.O.W. lines of said Townsen Boulevard (U865372) the following two (2) courses:

1. 612.42 feet along the arc of said curve to the left, having a radius of 2050.00 feet, a central angle of 17 degrees 07 minutes 00 seconds and a chord that bears North 06 degrees 02 minutes 56 seconds East, a distance of 610.15 feet to a 5/8-inch iron rod with a MSG cap set at a point of tangency;
2. North 02 degrees 30 minutes 34 seconds West, a distance of 631.91 feet to the **Point of Beginning** and containing 36.394 acre of land.

Exhibit \_\_\_, Page 4 of 4 Pages

A Land Title Survey of the subject tract has been prepared by Miller Survey Group and accompanies this description.



Brian E. Wilson, R.P.L.S.  
Texas Registration No. 5745



**MILLER SURVEY GROUP**  
www.millersurvey.com  
PH: (713) 413-1900  
September 26, 2012  
M.S.G. No.: 121221

County: Harris  
Project: Townsen Landing  
M.S.G. No.: 121222  
Job Number: 2319-Bdy

FIELD NOTES FOR 34.751 ACRES  
Tract VI-B

Being a tract of land containing 34.751 acres(1,513,744 square feet) located in the Jesse Pruett (A.K.A. Jesse Pruitt) Survey, Abstract-1304, Harris County, Texas; said 34.751 acre tract being a portion of a called 504.8 acre tract of land recorded in the name of C. Bender, Sr. in Volume 169, Page 175 of the Harris County Deed Records (H.C.D.R.); said 34.751 acre tract being more particularly described by metes and bounds as follows (all bearings based upon the Texas Coordinate System of 1983, South Central Zone per GPS observations);

**Commencing** at 5/8-inch iron rod found at the northeast corner of Unrestricted Reserve "F" of Target Center -- Humble, a subdivision of record in Film Code Number (F.C. No.) 492066 of the Harris County Map Records (H.C.M.R.) and being on the southerly Right-Of-Way (R.O.W.) line of Townsen Boulevard (width varies per Harris County Clerk's File Number (H.C.C.F. No.) U848215, U865372 and U865373);

Thence, with the southerly and easterly R.O.W. lines of said Townsen Boulevard, the following eighteen (18) courses:

1. 940.96 feet along the arc of a curve to the right, having a radius of 2070.00 feet, a central angle of 26 degrees 02 minutes 42 seconds and a chord that bears North 57 degrees 33 minutes 12 seconds West, a distance of 932.88 feet to a point of tangency;
2. North 44 degrees 30 minutes 42 seconds West, a distance of 462.17 feet to a 5/8-inch iron rod found at the beginning of a curve to the left;
3. 1038.50 feet along the arc of said curve to the left, having radius of 1930.00 feet, a central angle of 30 degrees 49 minutes 48 seconds and a chord that bears North 59 degrees 55 minutes 36 seconds West, a distance of 1026.02 feet to a 5/8-inch iron rod at an angle point;
4. North 14 degrees 39 minutes 30 seconds East, a distance of 20.00 feet to a 5/8-inch iron rod with a Miller Survey Group (MSG) cap set at the beginning of a non-tangent curve to the left;
5. 1086.53 feet along the arc of said curve to the left, having a radius of 1950.00 feet, a central angle of 31 degrees 55 minutes 30 seconds and a chord that bears South 88 degrees 41 minutes 45 seconds West, a distance of 1072.53 feet to a 5/8-inch iron rod found at a point of tangency;

Exhibit \_\_\_\_, Page 2 of 3 Pages

6. South 72 degrees 44 minutes 00 seconds West, a distance of 222.50 feet to a 5/8-inch iron rod found at the beginning of a curve to the right;
7. 372.19 feet along the arc of said curve to the right, having a radius of 2050.00 feet, a central angle of 10 degrees 24 minutes 08 seconds and a chord that bears South 77 degrees 56 minutes 04 seconds West, a distance of 371.68 feet to a 5/8-inch iron rod with a MSG cap set at an angle point;
8. South 06 degrees 51 minutes 52 seconds East, a distance of 15.00 feet to a 5/8-inch iron rod with a MSG cap set at the beginning of a non-tangent curve to the right;
9. 442.13 feet along the arc of said curve to the right, having a radius of 2065.00 feet, a central angle of 12 degrees 16 minutes 03 seconds and a chord that bears South 89 degrees 16 minutes 10 seconds West, a distance of 441.29 feet to a 5/8-inch iron rod with a MSG cap set at the beginning of a curve to the left;
10. 38.37 feet along the arc of said curve to the left, having a radius of 25.00 feet, a central angle of 87 degrees 56 minutes 36 seconds and a chord that bears South 51 degrees 25 minutes 53 seconds West, a distance of 34.72 feet to a 5/8-inch iron rod with a MSG cap set at a point of tangency;
11. South 07 degrees 27 minutes 35 seconds West, a distance of 155.56 feet to a 5/8-inch iron rod with a MSG cap set at an angle point;
12. South 82 degrees 32 minutes 25 seconds East, a distance of 15.00 feet to a 5/8-inch iron rod found at the beginning of a non-tangent curve to the right;
13. 617.48 feet along the arc of said curve to the right, having a radius of 2065.00 feet, a central angle of 17 degrees 07 minutes 58 seconds and a chord that bears South 16 degrees 01 minutes 34 seconds West, a distance of 615.18 feet to a 5/8-inch rod found at a point of tangency;
14. North 65 degrees 24 minutes 27 seconds West, a distance of 15.00 feet to a 5/8-inch iron rod with a MSG cap set at the beginning of a non-tangent curve to the right;
15. 100.08 feet along the arc of said curve to the right, having a radius of 2050.00 feet, a central angle of 02 degrees 47 minutes 50 seconds and a chord that bears South 25 degrees 59 minutes 28 seconds West, a distance of 100.08 feet to a 5/8-inch iron rod with a MSG cap set at a point of tangency;
16. South 27 degrees 23 minutes 23 seconds West, a distance of 462.30 feet to a 5/8-inch iron rod found at the beginning of a curve to the left;

17. 1017.58 feet along the arc of said curve to the left, having a radius of 1950.00 feet, a central angle of 29 degrees 53 minutes 57 seconds and a chord that bears South 12 degrees 26 minutes 24 seconds West, a distance of 1006.08 feet to a 5/8-inch iron rod with a MSG cap set at a point of tangency;

18. South 02 degrees 30 minutes 34 seconds East, a distance of 137.34 feet to a 5/8-inch iron rod with a MSG cap set on the south line of an 80 feet wide Houston Lighting and Power (HL&P) Easement, recorded in H.C.C.F. No. D605753, for the northwest corner and **Point of Beginning** of the herein described tract;

Thence, with the south line of said 80' HL&P Easement, North 88 degrees 04 minutes 17 seconds East, a distance of 1296.64 feet to a 5/8-inch iron rod with a MSG cap set at the northwest corner of Northshire, Section 2, a subdivision of record in Volume 194, Page 112, H.C.M.R., on the west line of a called 321.586 acre tract recorded in the name of Westchester Corporation in H.C.C.F. No. D154856, for the northeast corner of the herein described tract;

Thence, with the west line of said Northshire, Section 2, South 01 degrees 37 minutes 52 seconds East, a distance of 1178.94 feet to a 5/8-inch iron rod found at the northwest R.O.W. corner of Upwood Drive (60 feet wide per Volume 194, Page 112, H.C.M.R.) for the southeast corner of the herein described tract;

Thence, through and across said 504.8 acre tract, South 88 degrees 22 minutes 08 seconds West, a distance of 1278.65 feet to a 5/8-inch iron rod set with M.S.G. cap on the east R.O.W. line of said Townsen Boulevard (U865372) for the southwest corner of the herein described tract;

Thence, with the east R.O.W. line of said Townsen Boulevard (U865372), North 02 degrees 30 minutes 34 seconds West, a distance of 1172.35 feet to the **Point of Beginning** and containing 34.751 acre of land.

A Land Title Survey of the subject tract has been prepared by Miller Survey Group and accompanies this description.

  
Brian E. Wilson, R.P.L.S.  
Texas Registration No. 5745

**MILLER SURVEY GROUP**  
www.millersurvey.com  
PH: (713) 413-1900  
September 26, 2012  
M.S.G. No.: 121222



County: Harris  
Project: Townsen Landing  
M.S.G. No.: 151119  
Job Number: 1886-MUD

**FIELD NOTES FOR 56.064 ACRES  
Tract VII**

Being a tract of land containing 56.064 acres located in the Wherry B. Adams Survey, Abstract-95, Harris County, Texas; said 56.064 acre tract being all of a called 12.080 acre tract (Tract VII "D") recorded in the name of Aylesbury, Ltd., in Harris County Clerk's File Number (H.C.C.F. No.) 20140041779, all of a called 20.040 acre tract (Tract VII "C") recorded in the name of Headway Estates, Ltd., in H.C.C.F. No. 20140041779, all of a called 3.720 acre tract (Tract VII "B") recorded in the name of Headway Estates, Ltd., in H.C.C.F. No. 20140041779, and beign a portion of a called 31.129 acre tract (Tract VII "A") recorded in the name of Headway Estates, Ltd., in H.C.C.F. No. 20140041779, a portion of a called 100-foot wide Fee Strip, Part 2 recorded in the name of State of Texas in H.C.C.F. No. D153293, a portion of a called 10-foot Drainage Easement recorded in the name of State of Texas in H.C.C.F. No. G609360, a portion of a Drainage Easement recorded in H.C.C.F. Nos. V229514 and V 229518, and a portion of a variable width Drainage Easement recorded in the name of State of Texas in H.C.C.F. No. G609358; said 56.064 acre tract being more particularly described by metes and bounds as follows (all bearings based upon the Texas Coordinate System of 1983, South Central Zone per GPS observations);

**Beginning** at the southwest corner of said 31.129 acre tract, being the southerly corner of a called 297.051 acre tract (Tract I) recorded in the name of Hannover Estates, Ltd., in Harris County Clerk's File Number (H.C.C.F. No.) 20120539342 and being on the northerly Right-Of-Way (R.O.W.) line of Townsen Boulevard (width varies per H.C.C.F. No. U848215);

Thence, with the southerly east lines of said 297.051 acre tract, and the westerly and northerly lines of said 31.129 acres tract and said 12.080 acre tract, the following five (5) courses:

1. North 19 degrees 11 minutes 16 seconds East, a distance of 1188.05 feet to an angle point;
2. South 85 degrees 08 minutes 38 seconds East, a distance of 212.01 feet to an angle point;
3. North 81 degrees 47 minutes 45 seconds East, a distance of 589.10 feet to an angle point;
4. North 03 degrees 56 minutes 20 seconds East, a distance of 385.27 feet to an angle point;

Exhibit \_\_\_\_, Page 2 of 3 Pages

5. South 82 degrees 42 minutes 51 seconds East, a distance of 1195.52 feet to a point for the northeast corner of said 12.080 acre tract, being on the northwest R.O.W. line of U.S. Highway 59 (width varies per H.C.C.F. No. R474528), at the southwest corner of a called 20.86 acre tract recorded in the name of State of Texas in Volume 1231, Page 580, Harris County Deed Records, for the northeast corner of the herein described tract;

Thence, with the northwest R.O.W. lines of said U.S. Highway 59 (R474528), being the southeast lines of said 12.060 acre tract, said 20.040 acre tract, and said 3.720 acre tract, the following seven (7) courses:

1. South 19 degrees 38 minutes 51 seconds West, a distance of 557.22 feet to and angle point;
2. South 26 degrees 51 minutes 57 seconds East, a distance of 117.00 feet to an angle point;
3. South 17 degrees 37 minutes 48 seconds West, a distance of 243.85 feet to the beginning of a curve to the right;
4. 833.60 feet along the arc of said curve to the right, having a radius of 1096.00 feet, a central angle of 43 degrees 34 minutes 42 seconds, and a chord that bears South 39 degrees 25 minutes 10 seconds West, a distance of 813.66 feet to a point of tangency;
5. South 61 degrees 12 minutes 26 seconds West, a distance of 418.18 feet to an aluminum TxDOT disk in concrete found at the beginning of a curve to the left;
6. 250.46 feet along the arc of said curve to the left, having a radius of 501.00 feet, a central angle of 28 degrees 38 minutes 36 seconds, and a chord that bears South 46 degrees 53 minutes 10 seconds West, a distance of 247.86 feet to a 5/8-inch iron rod with a MSG cap set at a point of tangency;
7. South 32 degrees 33 minutes 48 seconds West, a distance of 87.78 feet to a concrete TxDOT monument found on the northerly R.O.W. line of said Townsen Boulevard (as recorded in H.C.C.F. No. D153293), at the beginning of a curve to the right;

Thence, with the northerly R.O.W. line of said Townsen Boulevard (D153293), the following three (3) courses:

1. 130.99 feet along the arc of said curve to the right, having a radius of 100.00 feet, a central angle of 75 degrees 03 minutes 14 seconds, and a chord that bears South 70 degrees 05 minutes 25 seconds West, a distance of 121.83 feet to a point of tangency;
2. North 72 degrees 22 minutes 58 seconds West, a distance of 100.00 feet to an angle point;

Exhibit \_\_\_\_, Page 3 of 3 Pages

3. South 17 degrees 37 minutes 02 seconds West, a distance of 45.84 feet to a point on the north R.O.W. line of said Townsen Boulevard (U848215), and at the beginning fo a non-tangent curve to the right;

Thence, with the north R.O.W. line of said Townsen Boulevard (U848215), 268.43 feet, along the arc of said curve to the right, having a radius of 1930.00 feet, a central angle of 07 degrees 58 minutes 08 seconds, and a chord that bears North 67 degrees 30 minutes 04 seconds West, a distance of 268.21 feet to an angle point on the south line of said 31.129 acre tract;

Thence, through and across said 31.129 acre tract, the following four (4) courses:

1. North 66 degrees 56 minutes 20 seconds East, a distance of 19.55 feet to an angle point;
2. North 17 degrees 37 minutes 02 seconds East, a distance of 1132.99 feet, to an angle point;
3. North 70 degrees 47 minutes 37 seconds West, a distance of 688.94 feet, to an angle point;
4. South 19 degrees 11 minutes 16 seconds West, a distance of 914.59 feet to a point on the south line of said 31.129 acre tract, and being the north R.O.W. line of said Townsen Boulevard (U848215);

Thence, with the south line of said 31.129 acre tract nad the north R.O.W. line of said Townsen Boulevard (U848215), North 44 degrees 30 minutes 42 seconds West, a distance of 22.31 feet to the **Point of Beginning** and containing 56.064 acres.

This document was prepared under 22TAC663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those right and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

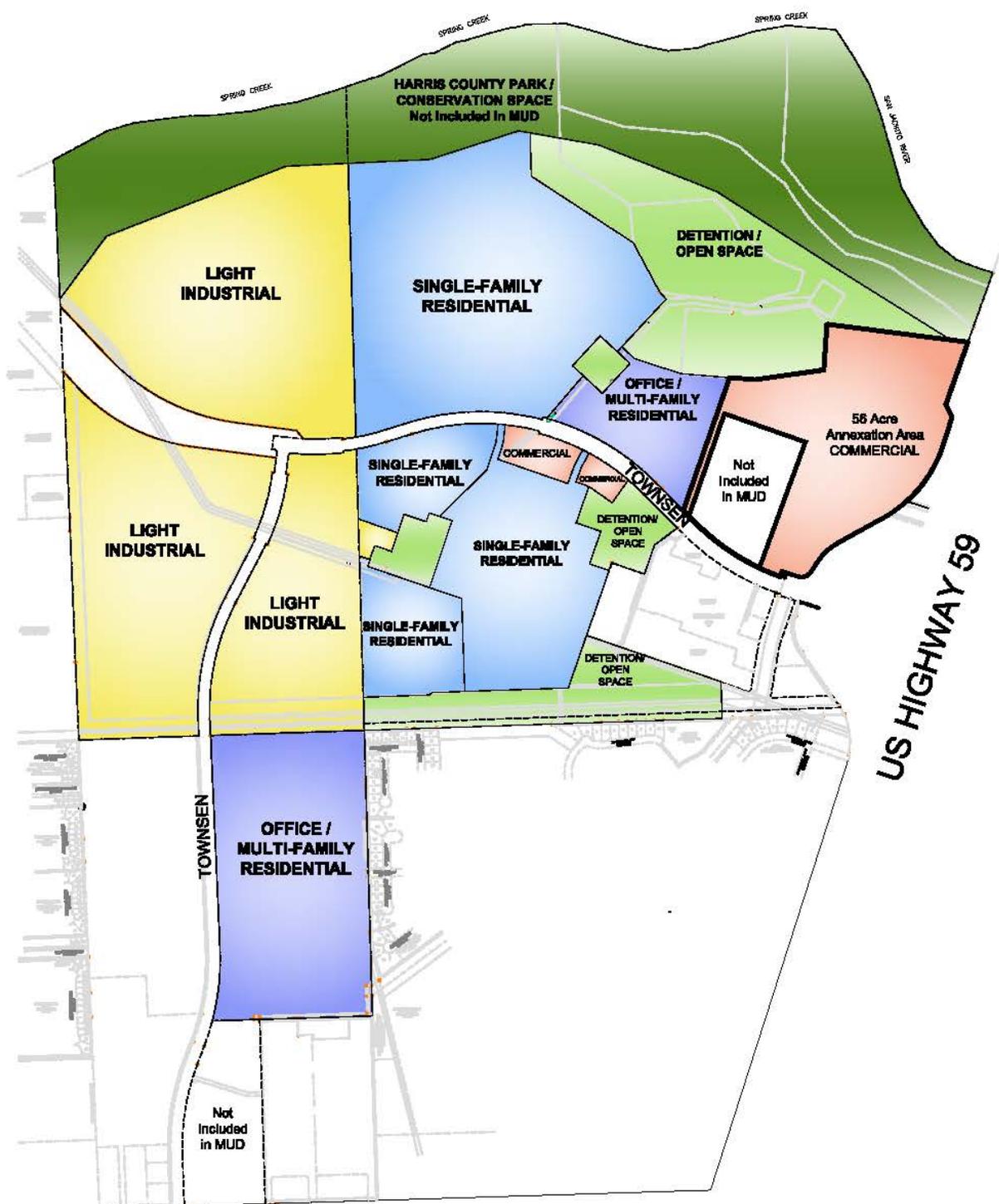
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Carolyn J. Quinn, R.P.L.S.  
Texas Registration No. 6033

**MILLER SURVEY GROUP**  
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PH: (713) 413-1900  
May 1, 2015  
M.S.G. No.: 151119

EXHIBIT "B"  
GENERAL LAND PLAN

DRAFT



FM 1960

# Intercontinental MUD Townsen Landing Conceptual Land Plan

DEVELOPER  
**SKYMARK**  
DEVELOPMENT COMPANY, INC  
1010 VORSS, SUITE 010  
HOUSTON, TX 77007  
(713) 278-8800

**COUNCIL MEETING**

**5-5-2015**

**AGENDA ITEM #4**

**RESOLUTION 15-750**

**DEVELOPMENT AGREEMENT**

**142 ACRES**

**CITY OF HUMBLE**

**RESOLUTION NO. 15-750**

**A RESOLUTION OF THE CITY OF HUMBLE, TEXAS APPROVING THE DEVELOPMENT AGREEMENT AMONG THE CITY OF HUMBLE, TEXAS; HANNOVER ESTATES, LTD.; HEADWAY ESTATES, LTD.; AND SKYMARK DEVELOPMENT COMPANY, INC.**

WHEREAS, Intercontinental Municipal Utility District (the "District") has asked the City of Humble, Texas (the "City") to consent to the annexation of a 142 acre tract of land into the District: and

WHEREAS, the parties desire to provide the terms and conditions under which the annexed tract will be developed; and

WHEREAS, the parties desire to enter into a Development Agreement to provide the terms and conditions under which the annexation tract will be developed (the "Development Agreement") ; now, therefore,

**BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF HUMBLE TEXAS:**

Section 1: The Development Agreement is hereby approved.

Section 2. The Mayor is hereby authorized to execute the Development Agreement.

Section 3. That the above stated authorization shall be effective immediately upon and after the date of passage.

PASSED, APPROVED, AND RESOLVED this the 5<sup>th</sup> day of May, 2015.

APPROVED:

---

D.G. McMannes

Mayor

ATTEST:

Jason Stuebe  
City Secretary

DEVELOPMENT AGREEMENT AMONG  
THE CITY OF HUMBLE, TEXAS,  
HANNOVER ESTATES, LTD,  
HEADWAY ESTATES, LTD.,  
AND  
SKYMARK DEVELOPMENT COMPANY, INC.  
REGARDING A TRACT TO BE ANNEXED INTO  
INTERCONTINENTAL MUNICIPAL UTILITY DISTRICT  
OF HARRIS COUNTY

**DEVELOPMENT AGREEMENT AMONG THE CITY OF HUMBLE, TEXAS,  
HANNOVER ESTATES, LTD, HEADWAY ESTATES, LTD., AND  
SKYMARK DEVELOPMENT COMPANY, INC.**

This Development Agreement (this "Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2015 and becomes effective on the Effective Date (as defined below), by **THE CITY OF HUMBLE, TEXAS** (the "City"), a home rule municipality in Harris County, Texas, acting by and through its governing body, the City Council of Humble, Texas; **HANNOVER ESTATES, LTD.**, a Texas limited partnership; **HEADWAY ESTATES, LTD**, a Texas limited partnership; and **SKYMARK DEVELOPMENT COMPANY, INC.**, a Texas corporation, the developer of Intercontinental Municipal Utility District of Harris County (the "MUD"). Skymark Development Company, Inc. shall be referred to as the "Developer." Hannover Estates, Ltd. and Headway Estates, Ltd. shall be collectively referred to as the "Owner."

**RECITALS**

The Developer intends to develop approximately 142 acres of land located at the southeast corner of Will Clayton Parkway and South Houston in Harris County, Texas, all of which is located in the City's corporate limits, said land being described in **Exhibit "A"** attached hereto and incorporated herein by reference for all purposes (the "Annexation Tract").

The Developer desires to have the Annexation Tract annexed into the MUD prior to development. The City wishes to provide for the orderly, safe, and healthful development of the Annexation Tract.

The Developer desires to develop the Annexation Tract primarily for single-family residential and commercial uses; however, the Developer represents that securing the financing for the development of the Annexation Tract requires an agreement providing for long term certainty in public infrastructure financing and regulatory requirements and development standards by the City regarding the Annexation Tract.

The City entered into that certain Amended and Restated Utility Agreement dated June 25, 2013, with the MUD (the "Utility Agreement"), pursuant to which the MUD will finance the construction of valuable public improvements to serve the MUD, which public improvements will eventually be transferred to the City, and which Utility Agreement is anticipated to be amended by the City and the MUD to provide for the provision of water, sewer and drainage services related to the Annexation Tract.

It is the intent of this Agreement to establish certain restrictions and commitments imposed and made in connection with the inclusion of the Annexation

Tract in the MUD and the development of the Annexation Tract. The City and the Developer agree that the provisions of this Agreement substantially advance legitimate interests of the City, the Developer and the MUD.

The parties understand that Owner will hold the Annexation Tract for investment, is not a developer and does not intend to develop the Annexation Tract, but rather intends to sell the Annexation Tract to others who may develop the Annexation Tract. Accordingly, Owner has agreed to join herein to evidence its agreement to the terms and conditions hereof and to bind itself to convey certain land, but without undertaking any development obligations.

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City, the Owner, and the Developer agree as follows:

## ARTICLE I DEFINITIONS

**Section 1.01 Terms.** Unless the context requires otherwise, and in addition to the terms defined elsewhere herein, the following terms and phrases used in this Agreement shall have the meanings set out below:

*Annexation Tract* means all the land described in the attached **Exhibit "A"**. Any land not within the Annexation Tract that is annexed into the MUD after the date of this Agreement will not be considered part of the Annexation Tract and will be the subject to this Agreement only if this Agreement is amended. Otherwise, such annexed land will be the subject of a separate development agreement.

*Barrier Fence* means that fence surrounding the development within the Annexation Tract as further described in Section 3.02(c) herein and as depicted on **Exhibit "B"**.

*Bonds* shall have the meaning set forth in the Utility Agreement.

*City* means the City of Humble, Texas.

*City Council* means the City Council of the City or any successor governing body.

*City Drainage System* means all the storm drainage lines, channels, facilities, components and equipment owned and used by the City to collect, convey, detain, drain and monitor storm water.

*City System* means the City Drainage System, the City Wastewater System and the City Water System.

*City Wastewater System* means all the wastewater treatment facilities, lines, components and equipment owned and used by the City to collect, convey, treat, monitor, regulate and dispose of wastewater.

*City Water System* means all the water wells, water production pumps, lines, meters, components, facilities, and equipment owned or used by the City to pump, treat, monitor, convey, supply, and distribute water to the public.

*Consent Resolution* means the certain Resolution No. 09-682 adopted by the City on March 12, 2009, consenting to creation of the MUD.

*County* means Harris County, Texas.

*Designated Mortgagee* means, whether one or more, any mortgagee or security interest holder that has been designated to have certain rights pursuant to Article IV hereof.

*Developer* means Skymark Development Company, Inc., a Texas corporation, and its successors and assigns.

*Development Ordinances* means, unless otherwise provided herein, all ordinances adopted by the City that impact the development of the Annexation Tract as they may be amended from time to time, except as specifically set forth in Section 3.01 below.

*Effective Date* means the date upon which the MUD adopts an order adding the Annexation Tract to the MUD.

*General Plan* means the conceptual land use plan for the proposed development of the Annexation Tract, which must be submitted to and approved by the City in accordance with Section 2.02.

*MUD* means Intercontinental Municipal Utility District of Harris County.

*Owner* means, Hannover Estates, Ltd., a Texas limited partnership, and Headway Estates, Ltd., a Texas limited partnership.

*Person* means any individual, partnership, association, firm, trust, estate, public or private corporation, or any other legal entity whatsoever.

*System* shall have the meaning set forth in the Utility Agreement.

*TCEQ* means the Texas Commission on Environmental Quality and its successors.

*Ultimate Consumer* means the purchaser of a tract or lot within the Annexation Tract who does not intend to subdivide the tract or lot in the ordinary course of

business but intends to utilize the tract or lot for industrial, commercial or residential purposes.

*Utility Agreement* means the Amended and Restated Utility Agreement dated June 25, 2013, between the City and the MUD, as may be amended, supplemented or restated from time to time, and which is incorporated herein by this reference for all purposes.

**Section 1.02 Exhibits.** The following Exhibit attached or to be attached to this Agreement is a part of this Agreement as though fully incorporated herein:

Exhibit "A"	Metes and Bounds Description of the Annexation Tract
Exhibit "B"	Layout of Barrier Fence

## ARTICLE II ANNEXATION AND GENERAL PLAN

**Section 2.01 Annexation Tract.** The Annexation Tract is planned to be developed as a commercial and residential development.

**Section 2.02 General Plan and Amendments Thereto.** The General Plan shall set forth the development plan and the land uses for specific areas of the Annexation Tract and must be submitted to and approved by the City, in accordance with Section 7.03, prior to any development of or construction on the Annexation Tract. The Developer agrees to develop or cause any undeveloped portion of the Annexation Tract to be developed in accordance with the latest General Plan approved by the City, including the land uses proposed, and the Owner agrees to notify all purchasers of land that development must be completed in accordance with the General Plan approved by the City. Changes in the General Plan must be approved by the City prior to construction. The City and the Developer acknowledge that the General Plan shall be a preliminary plan for the development of the Annexation Tract. The parties acknowledge and agree that the General Plan may be revised and refined by the Developer as the Developer continues its investigation of the Annexation Tract and prepares a feasible and detailed plan for development of the Annexation Tract, all in accordance with the Development Ordinances, the Utility Agreement, and this Agreement.

**ARTICLE III  
DESIGN AND CONSTRUCTION STANDARDS AND APPLICABLE  
ORDINANCES**

**Section 3.01 Regulatory Standards and Development Quality.** The City and the Developer agree that one of the primary purposes of this Agreement is to provide for quality development of the Annexation Tract. The Developer agrees to comply with all applicable federal, state, city and local law, rules and regulations in the development of the Annexation Tract as they may be amended from time to time, except as specifically set forth below with respect to the Development Ordinances.

By the terms of this Agreement, the City and the Developer intend to establish development and design rules and regulations which will ensure a quality, unified development, AND afford the Developer predictability of regulatory requirements. To the extent allowed by Chapter 245, Texas Local Government Code, the City and Developer agree that the Annexation Tract will be developed in accordance with applicable Development Ordinances subject to such chapter in effect at the time of this Agreement, unmodified for a period of ten (10) years. The parties acknowledge and agree that the General Plan, upon approval by the City, shall constitute a plan for development of real property, which shall be deemed to be filed with the City as of the effective date of this Agreement. Further, the parties acknowledge and agree that the General Plan and related subdivision plats, site plans, and all other development permits for the land covered by the General Plan are to be considered collectively as one series of permits for the project. This designation of the General Plan as a plan for development of real property is valid for a period of ten years.

**Section 3.02 Development Ordinances; Special Requirements.**

(a) The Developer and the City agree that development of the Annexation Tract shall be in accordance with the General Plan and the Development Ordinances, as specifically set forth in Section 3.01 above.

(b) A significant part of the City's consideration for entering into this Agreement is the Developer's agreement that the development of the Annexation Tract will include houses of a higher quality and value than those currently existing in the City. Therefore, the parties agree that the land will be deed restricted to provide a minimum square footage for single-family houses. Prior to the sale of any tract of land within the Annexation Tract, the Developer and/or Owner agree: (i) to submit to the City for approval deed restrictions for the tract of land to be sold, which deed restrictions will contain land use restrictions in accordance with the General Plan and (ii) to create one or more property owner associations to enforce those restrictions. The Developer intends that the single family residences in the Annexation Tract will be of a minimum square footage of 1,400 square feet, provided that no more than twenty-five

percent (25%) of such single family residences will be 1,400 square feet, and agrees to include this requirement in all deed restrictions. All deed restrictions will also include a provision that requires each property owners association to maintain or cause to be maintained the common areas (including esplanades and landscaping) at the cost of such association and at no cost to the City, unless title to such common area(s) are accepted by the City in accordance with Section 7.02 of the Utility Agreement. All deed restrictions must be approved by the City prior to recordation. The deed restrictions for a tract shall be recorded prior to the sale of said portion of the Annexation Tract by Owner or recordation of a plat on said portion of the Annexation Tract, whichever first occurs. Developer and/or Owner may request approval of a revision to the General Plan with respect to any tract at or before the time it submits deed restrictions for such tract to the City, which approval shall not be unnecessarily withheld, delayed or conditioned.

(c) The Developer and the City agree that the development within the Annexation Tract shall be surrounded by a barrier fence (the "Barrier Fence"), which shall be constructed between said development and any adjacent properties, as depicted on **Exhibit "B"**. The Barrier Fence shall be constructed of such material and by such means as necessary to provide for adequate visual impediment and sound reduction between the development and adjacent properties, as determined by the City. The Developer shall construct that portion of the Barrier Fence that will extend along the south side of the entrance road from Houston Avenue to the Annexation Tract prior to commencing the construction of any other improvements within the Annexation Tract. The Developer shall construct, or require subsequent purchasers of a portion of the Annexation Tract to construct, the remainder of the Barrier Fence in segments as each section of the development is platted, with construction of each segment of fence to commence upon completion of the installation of the dry utilities intended to serve that portion of the development covered by the subject plat. Prior to construction of the Barrier Fence or any segment thereof, the Developer or other subsequent purchaser shall submit construction plans and specifications to the City, which the City must approve prior to the construction of the Barrier Fence or any segment thereof. The City may withhold its approval if it determines that the proposed plans and specifications for the Barrier Fence will not provide adequate visual impediment and/or sound reduction between the development and adjacent properties, taking into consideration the area and other attendant circumstances.

(d) The Developer and the City agree that the Annexation Tract shall include and be served by at least two (2) entry/exit points: one on Will Clayton Parkway and one on Houston Avenue. The Developer also agrees to construct or cause to be constructed a left turn lane on Houston Avenue with a storage lane of a minimum length of 150 feet for traffic traveling south on Houston Avenue and turning onto the entry into the development. Said left turn lane shall be constructed so as to allow left turns without impeding the two-way traffic on Houston Avenue and shall be completed

no later than at the time the entry road into the development off Houston Avenue is open for traffic. The entry/exit points shall be so designated on the General Plan and approved by the City. Developer hereby agrees to construct or cause to be constructed the entry/exit points in accordance with the latest General Plan approved by the City.

(e) The Developer and the City agree that residential lot development within the Annexation Tract shall be in compliance with Chapter 38 of the City of Humble Code of Ordinances.

(f) Design of all improvements addressed in this Agreement must be approved by the City prior to the letting of a contract for construction of such improvement. Construction of such an improvement not in accord with or at the time (if any) required by this Agreement shall be a material breach of this Agreement.

**Section 3.03 Payment of Impact Fees.** The parties recognize that the City imposes an impact fee on users connecting to the City System at the time a building permit for above-ground improvements is issued. The impact fees must be paid by the owner of the land for which they are purchased, and building permits will not be issued until the impact fee is paid for the land in question. Notwithstanding the foregoing, the City agrees that impact fees shall not be required to be paid for any capacity for which the MUD (or any Person on behalf of the MUD) has funded construction costs as set forth in and in accordance with the Utility Agreement, as may be amended from time to time.

**Section 3.04 System Services.** The plan for an integrated water supply, storage, and distribution system; wastewater collection and treatment system; and stormwater control and drainage system and appropriate roadways and recreational facilities to serve the Annexation Tract shall be developed in accordance with the Development Ordinances and the Utility Agreement. The Developer intends to make provisions for retail public water distribution and wastewater collection services and for stormwater drainage through the System.

**Section 3.05 Construction Standards for Public Improvements.** The City agrees that timing of plan approvals and plat approvals are important to the orderly development of the Annexation Tract. The City agrees to endeavor to have its staff perform plan and plat (preliminary and final) reviews and provide a comment or approval letter within thirty (30) business days of submission and to have the City Council consider approval of such plans and/or plats as soon as practicable after issuance of the City staff comment/approval letter related to such plans and/or plats taking into consideration the City Council's policies and procedures for having information in sufficient time before the Council meeting to allow the Council to review the items adequately.

**Section 3.06 Liability of Ultimate Consumer.** Ultimate Consumers shall have no liability for the failure of the Developer to comply with the terms of this Agreement.

#### **ARTICLE IV PROVISIONS FOR DESIGNATED MORTGAGEE**

**Section 4.01 Notice to Designated Mortgagee.** Pursuant to Section 4.02, any Designated Mortgagee shall be entitled to simultaneous notice of default when notice of default is given to the Developer and, so long as Owner owns any portion of or interest in the Annexation Tract, to Owner, provided that the City has been given written notice of the Designated Mortgagee and his address at least thirty (30) days prior to the date the City sends out such notice.

**Section 4.02 Designated Mortgagee.** At any time after execution and recordation in the Real Property Records of Harris County, Texas, of any mortgage, deed of trust, or security agreement encumbering the Annexation Tract or any portion thereof, by, through, or under the Developer or Owner, the Developer (a) shall notify the City in writing that the mortgage, deed of trust, or security agreement has been given and executed by the Developer or Owner and (b) may change the Developer's address for notice pursuant to Section 7.04 to include the address of the Designated Mortgagee to which it desires copies of notice to be mailed.

At such time as a release of any such lien is filed in the Real Property Records of Harris County, Texas, and the Developer gives notice of the release to the City as provided herein, all rights and obligations of the City with respect to the Designated Mortgagee under this Agreement shall terminate.

#### **ARTICLE V PROVISIONS FOR DEVELOPER**

**Section 5.01 Vested Rights.** Upon the Effective Date of this Agreement, the City, the Owner and the Developer agree that the rights of the Developer as set forth in this Agreement shall be deemed to have vested for the period provided in Section 3.01 of this Agreement.

**Section 5.02 Right to Sell Land.** The City, Owner and the Developer hereby acknowledge and agree that the Owner and/or Developer may sell a portion of the Annexation Tract to one or more Persons, provided however, that such sale shall not relieve the Developer or Owner of its respective obligations, if any remain, under this Agreement except as set forth below. The Owner and Developer agree to provide to each purchaser of the Annexation Tract or portion thereof from Owner or Developer a copy of this Agreement to assure such purchasers have notice of the provisions relating to development of the Annexation Tract. The City shall have the right to pursue the Developer and/or the Owner for breach of this Agreement, at the City's sole election.

However, if this Agreement is assigned pursuant to Section 7.05, the Owner and Developer will be relieved of their respective obligations to the extent such obligations are assigned.

## **ARTICLE VI MATERIAL BREACH, NOTICE AND REMEDIES**

**Section 6.01 Material Breach of Agreement.** It is the intention of the parties to this Agreement that the Annexation Tract be developed in accordance with the terms of this Agreement.

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

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

1. An attempt by the City to dissolve the MUD in violation of the provisions of the Utility Agreement; or
2. An attempt by the City to enforce any City ordinance within the Annexation Tract that is inconsistent with the terms and conditions of this Agreement.

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

### **Section 6.02 Notice of Developer's or Owner's Default.**

(a) The City shall notify the Developer, Owner and each Designated Mortgagee in writing of an alleged failure by the Developer or Owner to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The alleged defaulting party shall, within thirty (30) days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or, in a written response to the City, present facts and arguments in refutation or excuse of such alleged failure or state that such alleged

failure will be cured and set forth the method and time schedule for accomplishing such cure.

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

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

(d) If the City determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the alleged defaulting party in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City may pursue any and all remedies it has at law or equity, including without limitation the right to refuse to issue any building permits for or allow any connection to the water and sewer systems to serve the tracts within the Annexation Tract until the default is remedied.

### **Section 6.03 Notice of City's Default.**

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

(b) The Developer or Owner, as the case may be, shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the City. The City shall make available to the Developer and/or Owner, if requested, any records, documents or other information necessary to make the determination that are subject to the Public Information Act, Chapter 551, Texas Government Code.

(c) In the event that the Developer or Owner determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the Developer or Owner, as the

case may be, or that such failure is excusable, such determination shall conclude the investigation.

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

**Section 6.04 Remedies.** In addition to all the rights and remedies provided under the laws of the State of Texas, because of the peculiar damage each party hereto might suffer by virtue of a default by another party, each party shall be entitled to the equitable remedy of specific performance or mandamus, as well as all other legal and equitable remedies available. In addition, the City has the right to withhold any and all approvals and building permits in the event of default by the Developer or Owner.

## ARTICLE VII MISCELLANEOUS PROVISIONS

**Section 7.01 Beneficiaries.** This Agreement shall bind and inure to the benefit of the City, Owner, Developer, and, with respect to Sections 3.07 and 7.14 only, the MUD, and shall not be construed to confer any benefit on any other person or entity except as expressly provided for herein.

**Section 7.02 Force Majeure.** In the event a party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this Agreement, it is agreed that on such party's giving notice and full particulars of such force majeure in writing to the other parties as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

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

**Section 7.03 Approval.** Whenever this Agreement requires or permits approval or consent to be hereafter given by a party, such approval or consent may be evidenced by, with respect to the City, a resolution adopted by the governing body of the City or a letter from the City Manager or, with respect to the Developer or Owner, by an appropriate certificate or a letter executed by a person, firm or entity authorized to determine and give such approval or consent on behalf of the Developer or Owner, provided proof of such authority is provided to the City with the notice. The parties agree that no such approval or consent shall be unreasonably withheld, conditioned or delayed.

**Section 7.04 Address and 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 a party to the others 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 or parties to be notified, with return receipt requested, or by delivering the same to an officer of the party or parties to be notified with a signed receipt. Notice deposited in the mail or delivered in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the date reflected on the signed receipt.

Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of Notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the City: City Manager

City of Humble  
114 West Higgins  
Humble, Texas 77338

If to the Developer:

Skymark Development Company, Inc.  
1616 Voss  
Suite 618  
Houston, Texas 77057  
Attn: Mr. Clinton Wong

If to Owner:

Hannover Estates, Ltd.  
1616 Voss Rd.  
Suite 618  
Houston, Texas 77057

Headway Estates, Ltd.

1616 Voss Rd.  
Suite 618  
Houston, Texas 77057

With a copy of all  
notices to the MUD: Intercontinental Municipal Utility District  
c/o Schwartz, Page & Harding, L.L.P.  
1300 Post Oak Blvd., Suite 1400  
Houston, Texas 77056

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address in Harris County, Texas, by at least fifteen (15) days written Notice to the other party.

**Section 7.05 Assignability.** This Agreement shall bind and benefit the respective parties but shall not otherwise be assignable without the prior written consent of the other parties, provided that such consent shall not be unreasonably withheld, conditioned or delayed.

**Section 7.06 Regulatory Agencies; Texas Law to Apply; Venue.** This Agreement shall be subject to all present and future valid laws, orders, rules and regulations of the United States of America, the State of Texas, and of any regulatory body having jurisdiction; provided, however, that this Agreement shall be construed under the laws of the State of Texas. Venue shall be in a court of appropriate jurisdiction in Harris County, Texas.

**Section 7.07 No Additional Waiver Implied.** The failure of any party hereto to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Agreement, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by the other party or parties hereto, but the obligation of such other party or parties, with respect to such future performance shall continue in full force and effect.

**Section 7.08 Captions.** The captions appearing at the first of each numbered Article and Section in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement, or any provision hereof, or in connection with the duties, obligations or liabilities of the respective parties hereto or in ascertaining intent, if any question of intent should arise.

**Section 7.09 Severability.** The provisions of this Agreement are severable, and if any provision 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.

**Section 7.10 Merger.** This Agreement, and the Utility Agreement incorporated herein by reference above, embody the entire understanding among the parties and there are no prior effective representations, warranties or agreements among the parties except as set forth in that certain Development Agreement by and among the City of Humble, Texas, Amvest Corporation, and Skymark Development Company, Inc. dated June 11,, 2009 and the Consent Resolution, as, when, and if it applies to the Annexation Tract upon its annexation into the boundaries of the MUD.

**Section 7.11 Construction of Agreement.** The parties agree that this Agreement shall not be construed in favor of or against a party on the basis that the party did or did not author this Agreement.

**Section 7.12 Term and Termination.** This Agreement shall terminate on the earlier of thirty (30) years from the Effective Date or upon dissolution of the MUD. The Owner will provide to the City a copy of the MUD's order adding the Annexation Tract to the MUD to evidence the Effective Date.

**Section 7.13 Authority for Execution.** The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the laws of the State of Texas and City ordinances. The Developer and Owner hereby respectively certify, represent, and warrant that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws of the Developer and Owner, as applicable.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the Effective Date.

CITY OF HUMBLE, TEXAS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(CITY SEAL)

DRAFT



**OWNER:**

HANNOVER ESTATES, LTD.,  
a Texas limited partnership

By: Amvest Corporation, a Texas  
corporation, its General Partner

By: \_\_\_\_\_  
Clinton F. Wong, President

HEADWAY ESTATES, LTD.,  
a Texas limited partnership

By: Amvest Corporation, a Texas  
corporation, its General Partner

By: \_\_\_\_\_  
Clinton F. Wong, President

THE STATE OF TEXAS   §  
  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Clinton Wong, President of Amvest Corporation, a Texas corporation and the General Partner of HANNOVER ESTATES, LTD, a Texas limited partnership, on behalf of said entity.

\_\_\_\_\_  
Notary Public in and for  
The State of T E X A S

THE STATE OF TEXAS   §  
  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Clinton Wong, President of Amvest Corporation, a Texas Corporation and the General Partner of HEADWAY ESTATES, LTD, a Texas limited partnership, on behalf of said entity.

\_\_\_\_\_  
Notary Public in and for  
The State of T E X A S

EXHIBIT "A"

DESCRIPTION OF THE ANNEXATION TRACT

DRAFT

**EXHIBIT A**

**Legal Description of the Property**

BEING 139.3435 ACRES (6,069,803 Q.FT.), OUT OF H. E. & W. T. R.R. SURVEY A-1046 AND THE WHERRY B. ADAMS SURVEY A-95, AND PART OF THE J. H. KOINM SUBDIVISION RECORDED IN VOLUME 1-A, PAGE 102, HARRIS COUNTY, TEXAS, ALSO REFERRED TO AS TRACTS 1-5, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM SOUTHCENTRAL ZONE NAD83, 2001 ADJ.):

**BEGINNING** AT A SET 5/8 INCH IRON ROD WITH A&B CAP SET AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF WILL CLAYTON BOULEVARD (FORMERLY CALLED JETERO BOULEVARD) BASED ON A WIDTH OF 100 FEET, BEING THE NORTHEAST CORNER OF SAID TRACT 2 THE NORTHWEST CORNER OF SAID TRACT 3, AND LYING IN THE EAST LINE OF THE WHERRY B. ADAMS SURVEY, ABSTRACT 95, AND THE WEST LINE OF THE H. E. & W. T. R.R. COMPANY SURVEY, ABSTRACT 1046 AND IN THE WEST LINE OF SAID KOINM SUBDIVISION, SAID POINT BEING SOUTH 01 DEG. 36 MIN. 02 SEC. WEST, A DISTANCE OF 50 FEET FROM THE NORTHWEST CORNER OF THE SAID KOINM SUBDIVISION;

THENCE NORTH 89 DEG. 42 MIN. 22 SEC. EAST, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID WILL CLAYTON BLVD. WITH THE NORTH LINE OF SAID TRACT 3, A DISTANCE OF 168.63 FEET TO A 5/8 INCH IRON ROD WITH A&B CAP SET FOR THE NORTHEAST CORNER OF SAID TRACT 3 AND THE NORTHWEST CORNER OF THE OMEGA HEALTHCARE INVESTORS, INC. 1.4766 ACRE TRACT RECORDED UNDER CLERK'S FILE NO. W792389 OF THE HARRIS COUNTY DEED RECORDS (H.C.D.R.) AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE SOUTH 02 DEG. 40 MIN. 55 SEC. EAST, A DISTANCE OF 551.39 FEET TO A FOUND 5/8 INCH IRON ROD FOR THE SOUTHWEST CORNER OF SAID HEALTHCARE INVESTORS, INC. 1.4766 ACRE TRACT AND INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 87 DEG. 15 MIN. 08 SEC. EAST, WITH THE SOUTH LINE OF SAID HEALTHCARE INVESTORS, INC. 1.4766 ACRE TRACT, A DISTANCE OF 78.09 FEET TO A FOUND 5/8 INCH IRON ROD FOR AN INTERIOR CORNER, SAID POINT BEING A SOUTHWESTERLY CORNER OF A CITY OF HUMBLE TRACT RECORDED UNDER CLERK'S FILE NO. F463510, H.C.D.R. AND INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE SOUTH 02 DEG. 30 MIN. 19 SEC. EAST WITH THE WEST LINE OF SAID CITY OF HUMBLE TRACT, A DISTANCE OF 199.25 FEET TO A FOUND 5/8 INCH IRON ROD

FOR THE SOUTHWEST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 87 DEG. 19 MIN. 17 SEC. EAST, WITH THE SOUTH LINE OF SAID CITY OF HUMBLE TRACT, A DISTANCE OF 782.58 FEET TO A POINT FROM WHICH A FOUND 5/8 INCH IRON ROD BEARS SOUTH 87 DEG. 19 MIN. 17 SEC. EAST, 0.36 FEET FOR THE NORTHWEST CORNER OF THE KENNETH AND CAROL MANN TRACT RECORDED UNDER CLERK'S FILE NO. N107229 FOR THE NORTHWEST CORNER OF SAID TRACT 5 AND AN EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE SOUTH 01 DEG. 55 MIN. 50 SEC. EAST, WITH THE WEST LINE OF THE DIVISION KENNETH AND CAROL MANN TRACT AND THE DONALD BURLESON TRACT UNDER FILE NO. 20100254747 OF THE REAL PROPERTY RECORDS FOR HARRIS COUNTY, AT A DISTANCE OF 417.56 FEET PASSING THE NORTH LINE OF THE EXTENDED R-O-W CARPENTER RD. (70' WIDE) RECORDED UNDER H.C.C.F. NO. D890216, IN ALL A DISTANCE OF 487.82 FEET TO A FOUND 5/8 INCH IRON ROD FOR THE SOUTHWEST CORNER OF SAID CARPENTER RD. EXTENSION AND EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE SOUTH 87 DEG. 15 MIN. 59 SEC. WEST, WITH NORTH LINE OF THE WOODFOREST BANK TRACT RECORDED UNDER H. C. C. F. NO. V739724, A DISTANCE OF 312.53 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE SOUTH 02 DEG. 42 MIN. 09 SEC. EAST, WITH THE WEST LINE OF SAID WOODFOREST BANK TRACT, A DISTANCE OF 417.81 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 87 DEG. 10 MIN. 38 SEC. EAST, WITH THE SOUTH LINE OF SAID WOODFOREST BANK TRACT, A DISTANCE OF 625.43 FEET TO A 3/4 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THE HORNBACK 1.00 ACRE TRACT RECORDED UNDER H.C.C.F. NO. R268875 SAID ROD BEING IN THE WEST LINE OF THE HUMBLE OFFICE AND INDUSTRIAL PARK RESERVE "A" RECORDED IN VOL. 330, PG. 117 OF THE HARRIS COUNTY MAP RECORDS (H.C.M.R.) FOR AN EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE SOUTH 02 DEG. 47 MIN. 57 SEC. EAST, WITH THE SAID WEST LINE OF THE HUMBLE OFFICE AND INDUSTRIAL PARK AT A DISTANCE OF 1293.60 FEET PASSING THE NORTHWEST CORNER OF WILSON ROAD INDUSTRIAL COMPLEX R/P RECORDED IN VOL. 331, PG. 99 H.C.M.R. IN ALL, A DISTANCE OF 1893.60 FEET TO A 5/8 INCH IRON ROD WITH A&B CAP SET FOR THE SOUTHWEST CORNER OF SAID WILSON ROAD INDUSTRIAL COMPLEX R/P BEING IN THE NORTH LINE OF THE

JOHN M. WILSON SURVEY A-940 FOR AN EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE SOUTH 87 DEG. 26 MIN. 23 SEC. WEST, ALONG THE NORTH LINE OF THE JOHN M. WILSON, SURVEY A-940, A DISTANCE OF 96.30 FEET TO A 5/8 INCH IRON ROD FOUND FOR A WESTERLY CORNER OF SAID WILSON SURVEY AND THE NORTHWEST CORNER OF THE LEAD TECH, LLC TRACT RECORDED UNDER H.C.C.F. NO. 20110362103 AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE SOUTH 03 DEG. 28 MIN 15 SEC. EAST, WITH THE WEST LINE OF SAID JOHN M. WILSON SURVEY AND SAID LEAD TECH, LLC TRACT, A DISTANCE OF 374.13 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER AND THE NORTHEAST CORNER OF A 3.1311 ACRE GOOLSBY TESTING, INC. TRACT RECORDED UNDER H.C.C.F. NO. 20120534452 AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE SOUTH 87 DEG. 11 MIN. 08 SEC. WEST, ALONG THE NORTH LINE OF SAID GOOLSBY TESTING, INC. TRACT, A DISTANCE OF 300.00 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE SOUTH 03 DEG. 34 MIN. 28 SEC. EAST, WITH THE WEST LINE OF SAID GOOLSBY TESTING, INC. TRACT, A DISTANCE OF 454.78 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 87 DEG. 08 MIN. 42 SEC. EAST, WITH THE SOUTH LINE OF SAID GOOLSBY TESTING, INC. TRACT, A DISTANCE OF 300.00 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID GOOLSBY TRACT BEING THE NORTHWEST CORNER OF YES COMPANIES, LLC TRACT RECORDED IN H.C.C.F. NO. 20080058182 FROM WHICH A FOUND 5/8 INCH IRON ROD BEARS NORTH 03 DEG. 34 MIN. 29 SEC. WEST, 0.85 FEET FOR AN EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE SOUTH 03 DEG. 07 MIN. 43 SEC. EAST, WITH THE WEST LINE OF SAID YES COMPANIES, LLC TRACT, BEING THE WEST LINE OF SAID JOHN M. WILSON SURVEY, A DISTANCE OF 266.17 FEET TO A 5/8 INCH IRON ROD FOUND BEING IN THE NORTH LINE OF A CALLED 45.9834 ACRE SUNOCO PIPELINE COMPANY TRACT RECORDED UNDER CLERK'S FILE NO. T581885 H.C.D.R. FOR THE SOUTHEAST CORNER OF SAID TRACT 1 AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE SOUTH 87 DEG. 15 MIN. 40 SEC. WEST, WITH THE NORTH LINE OF SAID 45.9834 ACRE SUNOCO PIPELINE COMPANY TRACT AND THE SOUTH LINE OF SAID TRACT 1, A DISTANCE OF 1341.02 FEET TO A 5/8 INCH IRON ROD FOUND IN THE

EAST LINE OF SAID W.B. ADAMS SURVEY AND THE WEST LINE OF SAID H. E. & W. T. R.R. CO. SURVEY FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 01 DEG. 40 MIN. 52 SEC. WEST, WITH THE EAST LINE OF SAID W.B. ADAMS SURVEY AND THE WEST LINE OF SAID H. E. & W. T. R.R. CO. SURVEY, AT A DISTANCE OF 2522.87 FEET PASSING THE SOUTHEAST CORNER OF THREE PINES SUBDIVISION RECORDED IN VOL. 394, PG. 101 H.C.M.R. IN ALL A DISTANCE OF 3047.60 FEET TO A 1 INCH IRON PIPE FOUND FOR THE NORTHEAST CORNER OF SAID THREE PINES SUBDIVISION FOR AN INTERIOR CORNER ON THE WEST, LINE OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE SOUTH 88 DEG. 12 MIN. 29 SEC. WEST, WITH THE NORTH LINE OF SAID THREE PINES SUBDIVISION, A DISTANCE OF 535.86 FEET TO A 5/8 INCH IRON ROD WITH A&B CAP SET FOR THE NORTHWEST CORNER BEING IN THE NORTHEASTERLY LINE OF THE JUAN CARLOS RUELAS TRACT RECORDED UNDER H.C.C.F. NO. 20060176690 FOR AN INTERIOR CORNER ON THE WEST LINE OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 38 DEG. 25 MIN. 13 SEC. WEST, WITH THE NORTHEASTERLY LINE OF SAID JUAN CARLOS RUELAS TRACT, A DISTANCE OF 244.94 FEET TO A 5/8 INCH IRON ROD WITH A&B CAP SET FOR THE SOUTHEAST CORNER OF THE BUDDY L. WISENBAKER TRACT RECORDED UNDER CLERK'S FILE NO. E976970 FOR AN INTERIOR CORNER ON THE WEST LINE OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 01 DEG. 58 MIN. 42 SEC. WEST, WITH THE EAST LINE OF SAID BUDDY L. WISENBAKER TRACT, A DISTANCE OF 786.87 FEET TO A 5/8 INCH IRON ROD WITH A&B CAP SET FOR THE NORTHEAST CORNER OF THE CARL LEE CONNER TRACT RECORDED UNDER CLERK'S FILE NO. D893495 H.C.D.R. FOR AN INTERIOR CORNER ON THE WEST LINE OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE SOUTH 88 DEG. 11 MIN. 01 SEC. WEST, WITH THE NORTHEASTERLY LINE OF SAID CARL LEE CONNER TRACT, A DISTANCE OF 314.77 FEET TO A 1 INCH IRON PIPE FOUND IN THE EASTERLY R-O-W OF OLD HUMBLE ROAD (100' WIDE) FOR THE NORTHWEST CORNER OF THE SAID CARL LEE CONNER TRACT AND A WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 10 DEG. 00 MIN. 49 SEC. EAST, WITH THE EASTERLY LINE OF SAID HUMBLE ROAD AND THE WEST LINE OF THE DOYLE BOND FAMILY PARTNERSHIP TRACT 2, A DISTANCE OF 417.57 FEET TO A 5/8 INCH IRON ROD WITH A&B CAP SET FOR THE SOUTHWEST CORNER OF A 2.3002 ACRE SAVE AND EXCEPT TRACT AND A WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 87 DEG. 59 MIN. 43 SEC. EAST, OVER AND ACROSS SAID DOYLE BOND FAMILY PARTNERSHIP TRACT 2 WITH THE SOUTH LINE OF SAID 2.3002 ACRE SAVE AND EXCEPT TRACT, A DISTANCE OF 390.13 FEET TO A 5/8 INCH IRON ROD WITH A&B CAP SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 02 DEG. 00 MIN. 17 SEC. WEST, OVER AND ACROSS SAID DOYLE BOND FAMILY PARTNERSHIP TRACT 2 WITH THE EAST LINE OF SAID 2.3002 ACRE SAVE AND EXCEPT TRACT, A DISTANCE OF 242.32 FEET TO A 5/8 INCH IRON ROD WITH A&B CAP SET IN THE SOUTH R-O-W LINE OF WILL CLAYTON BLVD. FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND SAID POINT BEING IN A CURVE TO THE LEFT HAVING A RADIUS OF 2133.48 FEET;

THENCE ALONG THE SOUTH R-O-W LINE OF WILL CLAYTON BLVD. IN AN EASTERLY DIRECTION WITH SAID CURVE TO THE LEFT HAVING A RADIUS OF 2133.48 FEET, A CENTRAL ANGLE OF 11 DEG. 08 MIN. 13 SEC., A CHORD BEARING OF SOUTH 87 DEG. 11 MIN. 37 SEC. EAST, 414.05 FEET AND AN ARC LENGTH OF 414.70 FEET TO A 5/8 INCH IRON ROD WITH A&B CAP SET FOR THE POINT OF TANGENCY AND CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 87 DEG. 14 MIN. 27 SEC. EAST, WITH THE SOUTH R-O-W LINE OF WILL CLAYTON BLVD. AND THE NORTH LINE OF SAID DOYLE BOND FAMILY PARTNERSHIP TRACT 2, A DISTANCE OF 117.70 FEET TO **POINT OF BEGINNING** CONTAINING 139.3435 ACRES (6,069,803 SQ.FT.) OF LAND.

**EXHIBIT "A"**

A 1.00 acre tract of land out of Lots 70, 89, and 98, Block 1, of the Koinm Subdivision, recorded in Volume 1A, Page 102 of the Harris County Map Records, located in the H.E. and W.T. Railroad Survey, Abstract 1046, Harris County, Texas, being the same 1.00 acre tract described as Tract 2 in a deed recorded under Harris County Clerk File No. U171270, and being more particularly described by metes and bounds as follows:

COMMENCING at the northwest cutback corner of the intersection of the south line of Carpenter Road (70 feet wide) and the west line of Wilson Road;

THENCE; Westerly, along a south line of Carpenter Road for a distance of 1699.79 feet to a capped 5/8 inch iron rod found for corner on the east line of Koinm, Lot 71, from which a 2-1/2 inch iron pipe found marking the common corner of Lots 42 and 43, 58 and 59 bears N 00° 49' 34" W, 292.00 feet;

THENCE S 89° 10' 26" W, along the extension of the south line of Carpenter Road for a distance of 312.65 feet to a 5/8 inch iron rod found for the northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE S 00° 49' 34" E, along the west line of a 1.00 acre tract described as Tract 1 in a deed recorded under Harris County Clerk File No. U171270 for a distance of 417.98 feet to a 5/8 inch iron rod found for corner;

THENCE S 89° 10' 26" W, across Lot 98 and across a tract of land recorded under Harris County Clerk File No. C366573 for a distance of 104.22 feet to a capped 5/8 inch iron rod marked R.P.L.S. 3674 found for corner;

THENCE N 00° 49' 34" W, across Lots 70, 89, and 98 and across 2 tracts of land recorded under Harris County Clerk File Nos. C366573 and U182131 for a distance of 417.98 feet to a 5/8 inch iron rod found for corner;

THENCE, N 89° 10' 26" E, across Lot 70 and across a tract of land recorded under Harris County Clerk File No. U182131 for a distance of 104.22 feet to the POINT OF BEGINNING and containing 1.00 acres of land, more or less.

A 2.00 acre tract of land out of Lots 69, 70, 99, 90, 97, and 98, Block 1, of the Koinm Subdivision, recorded in Volume 1A, Page 102 of the Harris County Map Records, located in the H.E. and W.T Railroad Survey; Abstract 1046, Harris County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the northwest cutback corner of the intersection of the south line of Carpenter Road (70 feet wide) and the west line of Wilson Road;

THENCE Westery, along a south line of Carpenter Road for a distance of 1699.79 feet to an iron rod found for corner on the east line of Koinm, Lot 71, from which a 2-1/2 inch iron pipe found marking the common corner of Lots 42 and 43, 58, and 59 bears N 00 deg. 49' 34" W, 292.00 feet;

THENCE S 89 deg 10' 26' W, along the extension of the south line of Carpenter Road for a distance of 416.87 feet to a 5/8 inch iron rod found for the northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE S 00 deg. 49' 34" E, along the west line of a 1.00 acre tract described as Tract 2 in a deed recorded under Harris County Clerk File No. U171270 for a distance of 417.98 feet to a capped 5/8 inch iron rod marked R.P.L.S. 3674 found for corner;

THENCE, S 89 deg. 10' 26' W, across Lots 97 and .98 and across a tract of land recorded under Harris County, Clerk File No. C366573 for a distance of 208.43 feet to a capped 5/8 inch iron rod marked R.P.L.S. 3674 found for corner;

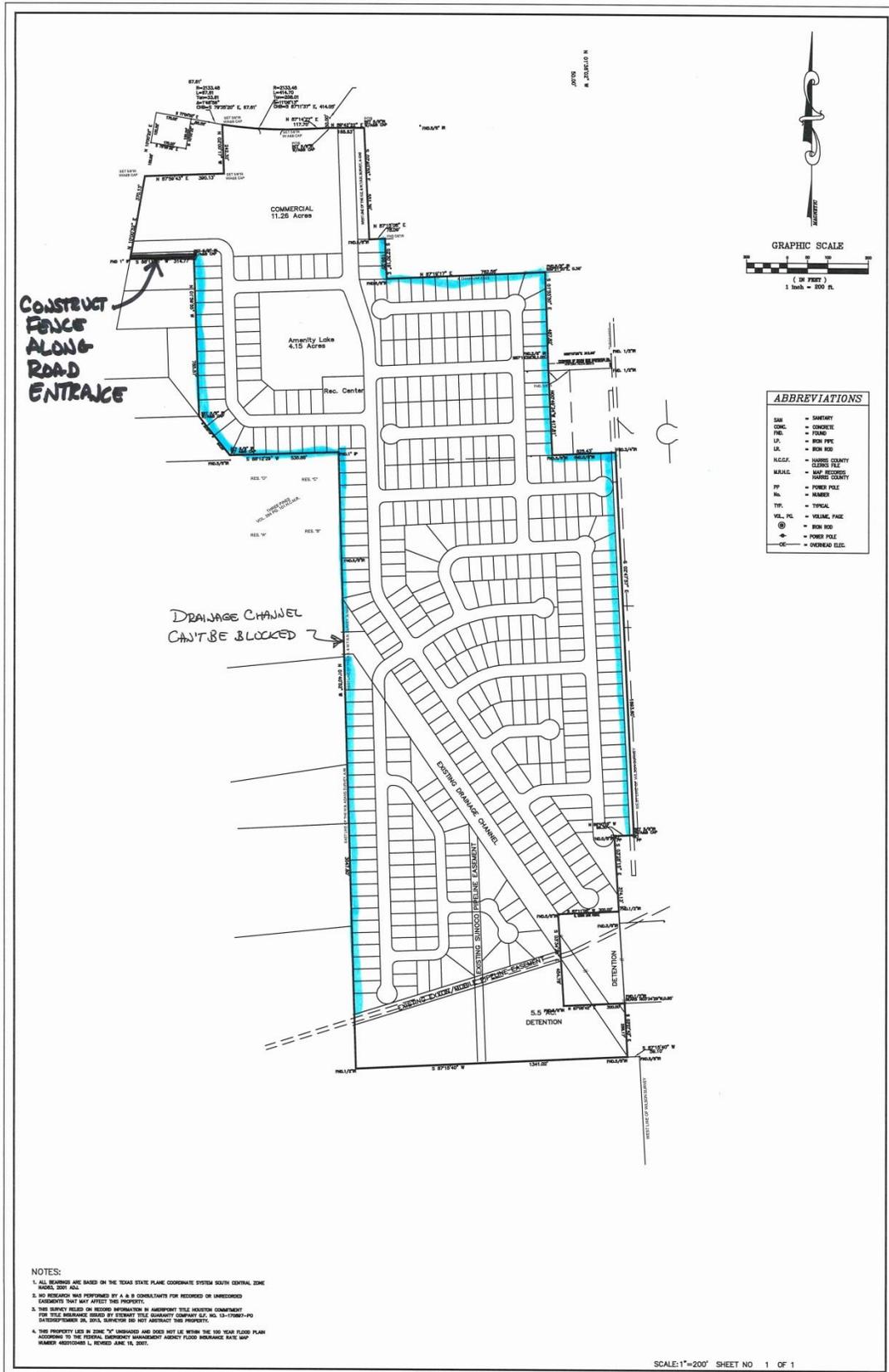
THENCE N 00 deg. 49' 34" W, across Lots 69, 90, and 97 and across 2 tracts of land recorded under Harris County Clerk File Nos. C366573 and U182131 for a distance of 417.98 feet to a capped 5/8 inch iron rod marked R.P.L.S. 3674 found for corner;

THENCE N 89 deg. 10' 26" E, across Lots 69 and 70 and across a tract of land recorded under Harris County Clerk File No. U182131 for a distance of 208.43 feet to the POINT OF BEGINNING and containing 2.00 acres of land, more or less.

**EXHIBIT "A"**

# EXHIBIT "B"

## LAYOUT OF BARRIER FENCE



**COUNCIL MEETING**

**5-5-2015**

**AGENDA ITEM #5**

**ORDINANCE 15-757**

**CONSENT TO ANNEXATION**

ORDINANCE NO. 15-757

**AN ORDINANCE OF THE CITY OF HUMBLE, TEXAS, CONSENTING TO THE ADDITION OF LAND BY INTERCONTINENTAL MUNICIPAL UTILITY DISTRICT.**

**WHEREAS**, the City of Humble, Texas (the "City"), received Petitions for Consent to Include Additional Land in Intercontinental Municipal Utility District of Harris County relating to the addition of two tracts of land, one of approximately 142.3435 acres and one of approximately 56.04 acres located within the City's corporate boundaries; and

**WHEREAS**, Section 54.016 of the Texas Water Code provides that land within a city's corporate boundaries may not be included within a municipal utility district without such city's consent, **NOW, THEREFORE**,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUMBLE, TEXAS:**

**Section 1.** The City Council of the City hereby grants its written consent to the inclusion of two tracts of land, one of approximately 142.3435 acres and one of approximately 56.064 acres into **INTERCONTINENTAL MUNICIPAL UTILITY DISTRICT OF HARRIS COUNTY**, as described and subject to the terms and conditions contained in **Exhibit "A"** attached hereto and incorporated herein for all purposes, and further subject to the consent conditions contained in **Exhibit "B"** attached hereto and incorporated herein for all purposes.

**Section 2.** It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

**Section 3.** This Ordinance shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on this 5<sup>th</sup> day of May 2015.

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Mayor, City of Humble

ATTEST:

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City Secretary, City of Humble

(SEAL)

**Exhibit "A"**  
**The Petitions**

## **Exhibit "B"**

### **Consent Conditions**

(a) The District will issue bonds only for the purpose of purchasing and constructing, or purchasing or constructing under contract with the City of Humble, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, recreational facilities and road facilities, 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 date subsequent to the fifteenth (15th) anniversary of the date of issuance without premium, and except for refunding bonds, 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 ninety-five percent (95%) of par; provided that the net effective interest rate on bonds so sold (other than refunding bonds), 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 first date notice of the sale of such bonds is published, and that bids for the bonds will be received not more than forty-five (45) days after the first notice of sale of the bonds is so published. The resolution or order authorizing the issuance of the District's bonds will contain, if applicable, 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 Humble, Texas dissolves the District, takes over the assets of the District and assumes all of the obligations of the District. No land will be added or annexed to the District until the City of Humble has given its written consent by resolution or ordinance of the City Council to such addition or annexation.

(b) Before the commencement of any construction within the District, its directors, officers, or developers and/or landowners will submit to the Director of the Department of Public Works of the City of Humble, or to his designated representatives, 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 Humble. 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 Humble's standard plans and specifications as amended from time to time. Prior to the construction of such facilities within or by the District, the District or its engineer will give written notice by registered or certified mail to the Director of the Department 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 Humble; and during the progress of the construction and installation of such facilities, the Director of the Department of Public Works of the City of Humble, or an employee thereof, may make periodic on-the-ground inspections.

(c) 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 Humble's Parks Department 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 Humble's Parks Department.

(d) If the District requires a sewage plant operator, the District agrees to employ 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, as required by Section 26.0301, Texas Water Code, as may be amended from time to time. If the District is the operator of the plant, the District will agree to make periodic analyses of its discharge pursuant to the requirements of the Texas Commission on Environmental Quality (or any predecessor or successor agency) and further to send copies of all such effluent data to the Department of Public Works, City of Humble, as well as to the Texas Commission on Environmental Quality. If the District is the operator of the plant, the District will agree that representatives of the City of Humble 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.

(f) 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 City of Humble of a plat which will be duly recorded in the Map and Plat Records of Harris County, Texas, and otherwise comply with the platting ordinances of the City of Humble.