

ORDINANCE NO. 18-E

ORDINANCE OF THE CITY OF ALVIN, TEXAS, GRANTING CONSENT TO THE CREATION OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 73; CONTAINING VARIOUS PROVISIONS RELATED TO THE FOREGOING SUBJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, on September 21, 2017, in Resolution 17-R-23, the City of Alvin, Texas (the "City"), approved a Utility Services Contract with Rooted Development Group, LLC, to allow for water/wastewater services to be provided to the Mustang Crossing Development, a planned unit residential development on FM 1462 within the corporate limits of the City; and

WHEREAS, the City has received a Petition for Consent to Creation of a Municipal Utility District (to be known as Brazoria County Municipal Utility District No. 73 and herein referred to as, the "Petitioned District") for 69.728 acres, more or less (the "Property"), a copy of which Petition and all exhibits thereto are attached hereto and incorporated herein as Exhibit A (the "Petition"); and

WHEREAS, the Property is located within the corporate boundaries of the City; and

WHEREAS, the Petitioned District intends to connect to the City's water and sewer system and is therefore designated as a "city service district" pursuant to Section 54.016, Texas Water Code (the "Act"); and

WHEREAS, the costs of certain water, sewer, drainage and street improvements (the "Infrastructure") will be advanced by the developer of the property under contracts awarded by either the Authority or the Petitioned District and reimbursed to the developer through the issuance of bonds, notes or other obligations by either the Authority or the Petitioned District; and

WHEREAS, it is hereby found that it is in the best interest of the City to require certain conditions to ensure (i) the approval by the City of all plans and specifications for the construction of certain water, sewer and drainage infrastructure facilities, (ii) the sale of bonds, and (iii) the coordination and allocation of projects; and

WHEREAS, the Act provides that land within a City's boundaries may not be included within a district without the city's written consent; and

WHEREAS, the City Council of the City desires to create Ordinance No. 18-E as set forth herein for the purpose of consenting to the creation of the Petitioned District;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS:

Section 1. The findings contained in the preamble of this Ordinance are declared to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. The City Council of the City of Alvin, Texas, hereby gives its written consent to the creation of Brazoria County Municipal Utility District No. 73 on 69.728 acres of land, more or less, as described in Exhibit A to the Petition, and such consent is granted upon the written Consent Conditions set forth in Exhibit B attached hereto and made a part hereof for all purposes. This Ordinance shall have not impaired the effectiveness of any agreement between the City and the Petitioned District dated prior to the effective date hereof.

Section 3. The Petitioners shall pay any and all actual or imputed costs of the City including (i) any reasonable fees or expenses of legal counsel, engineering consultants, or financial consultants, and (ii) any administrative costs, incurred in connection with the negotiation and documentation related to the creation of the Petitioned District.

Section 4. In addition to all the rights and remedies provided by the laws of the state, in the event the Petitioned District violates the terms and provisions of the City's written consent, the City shall be entitled to injunctive relief or a writ of mandamus issued by a court of competent jurisdiction restraining, compelling, or requiring the Petitioned District and its officials to observe and comply with the terms and conditions of this Ordinance.

Section 5. 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 of the 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.

PASSED on first and final reading on the _____ day of January 2018.

CITY OF ALVIN, TEXAS

ATTEST

By _____
Paul A. Horn, Mayor

By _____
Dixie Roberts, City Secretary

Exhibit A

**Petition for Consent to Creation of a
Municipal Utility District**

PETITION FOR CONSENT TO CREATION
OF A MUNICIPAL UTILITY DISTRICT

TO THE HONORABLE MAYOR AND
CITY COUNCIL OF THE CITY OF ALVIN:

The undersigned, hereinafter called "Petitioner" (whether one or more), being the holder of title to all and, therefore, a majority in value of the lands hereinafter described, as such values are indicated by the tax rolls of the central appraisal district of Brazoria County, Texas, acting pursuant to the provisions of Section 54.016, Texas Water Code, as amended, respectfully petitions for consent to the creation of a municipal utility district, hereinafter called "District". In support of this petition for consent to creation of the District, Petitioner shows as follows:

I.

The name of the District will be BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 73.

II.

The area of the land to be included in the District contains 69.728 acres, more or less, and lies wholly within Brazoria County, Texas. All of said area is within the corporate limits of the City of Alvin and is not within the corporate limits or extraterritorial jurisdiction of any other city. Petitioner hereby certifies that there are no holders of liens against the land to be included in the District.

III.

The land sought to be included within the area of the District is described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

IV.

The District will be created and organized under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and Chapter 49 and Chapter 54 of the Texas Water Code, as amended. The purposes of and the general nature of the work proposed to be done by the District shall be the purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment and appliances necessary to:

- (1) provide a water supply for municipal uses, domestic uses and commercial purposes;
- (2) collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state;

(3) gather, conduct, divert and control local storm water or other local harmful excesses of water in the District and the payment of organization expenses, operational expenses during construction and interest during construction;

(4) finance, develop and maintain recreational facilities for the people of the District if and as allowed by applicable law; and

(5) to provide such other facilities, systems, plants and enterprises as shall be consonant with the purposes for which the District is created and permitted under state law.

V.

The area of the District is urban in nature, is within the growing environs of the City of Alvin, and is in close proximity to populous and developed sections of Brazoria County. The District's area will, within the immediate future, experience a substantial and sustained residential and commercial growth. Therefore, there is a necessity for the improvements described above for the following reasons:

(1) The District's area is not supplied with adequate water and sanitary sewer facilities and services, or with adequate drainage facilities. The health and welfare of the future inhabitants of the area and of territories adjacent thereto require the installation and acquisition of adequate water, sanitary sewer, and drainage facilities for and within the area of the District.

(2) The future inhabitants of the area and of territories adjacent thereto require recreational facilities, as same are necessary and desirable for the health and well-being of such inhabitants. The District's area does not currently include adequate recreational facilities within its boundaries.

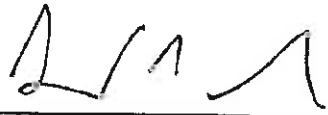
A public necessity exists for the organization of such District to promote and protect the purity and sanitary condition of the State's waters and the public health and welfare of the community, by and through the purchase, construction, extension, improvement, maintenance and operation of a water supply and sanitary sewer system, drainage facilities, and recreational facilities (if allowed by applicable law).

WHEREFORE, Petitioner respectfully prays that this petition be granted in all respects and that the City of Alvin give its written consent to the creation of said District.

Dated this 12th day of December, 2017.

REDUS TEXAS LAND, LLC, a Delaware limited liability company

By: REDUS Properties, Inc., its sole member

By: 

Name: DAVID L. ATCH

Title: Sr VP

Attest:

~~By: _____~~

~~Name: _____~~

~~Title: _____~~

"PETITIONER"

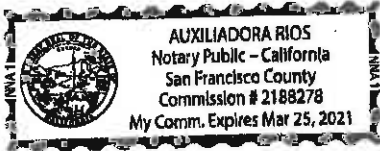
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco
On December 12, 2012 before me, Auxiliadora Rios, Notary Public
personally appeared David L. Ash

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Auxiliadora Rios
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document: Petition for Consent to Creation of a
Title or Type of Document: Municipal Utility District

Document Date: December 12, 2012 Number of Pages: 3

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: David L. Ash

Corporate Officer - Title(s):

Partner - Limited General

Individual Attorney In Fact

Trustee Guardian of Conservator

Other:

Signer is Representing: Beddus Texas Land,

LLC, a Delaware limited liability company

Signer's Name:

Corporate Officer - Title(s):

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other:

Signer is Representing:

EXHIBIT "A"

Exhibit__ Page 1_ of 7_ Pages

County: Brazoria
Project: Mustang Crossing- Remainder Tracts
C.I. No.: 1157-17
Job Number: 2017-131-008

METES AND BOUNDS FOR 69.728 ACRES

Being a 69.728 acre tract of land located in the subdivision of the Hooper and Wade Survey, Section 18, Abstract 488, in Brazoria County, Texas; said 69.728 acre tract being all of Lot 28, and portion of Lots 15, 26, 27, 36, 37, 38, 39, 40, 41, 46, 47, and 48 of said subdivision, same being portions of a call 129.23 acre tract of land conveyed to REDUS Texas Land, L.L.C., recorded in Clerk's File Number 2010032838 of the Official Public Records of Brazoria County (O.P.R.B.C.), and being all of Lot 8, Block 1 (containing 0.238 acres of land) in Section One of Mustang Crossing Sections One and Two, a subdivision recorded in Clerk's File No. 2006012906 of the O.P.R.B.C.; the portions of said 129.23 acre tract being more particularly described by metes and bounds in two tracts as follows (all bearings are referenced to the Texas Coordinate System, South Central Zone, NAD 1983):

Tract 1- 55.14 Acres

Beginning at a 3/4-inch iron rod found at the west corner of said call 129.23 acre tract and south corner of a call 12.198 acre tract of land conveyed to Alvin Evangelical Lutheran Church, recorded in Clerk's File No. 1994-042297 of the O.P.R.B.C., being on the northwesterly line of said Lot 15 common with the southeasterly line of Lot 16 of said subdivision, and being on the northerly Right-of-Way line of FM 1462 (150 feet wide) recorded in Volume 959, Page 400 of the Deed Records of Brazoria County (D.R.B.C.);

1. Thence, with a northwesterly line of said call 129.23 acre tract and said Lot 15 common with the southeasterly line of said call 12.198 acre tract and said Lot 16, North 59 degrees 41 minutes 51 seconds East, a distance of 449.36 feet (call North 59 degrees 49 minutes 17 seconds East, a distance of 448.99 feet) to 1/2-inch iron rod found at an exterior corner of said call 129.23 acre tract, the east corner of said call 12.198 acre tract and said Lot 16, the south corner of a call 9.99 acre tract of land conveyed to Frank C. Planka and wife Marjorie A. Planka in Clerk's File No. 2002-020054 of the O.P.R.B.C. and Lot 25 of said subdivision, the west corner of aforesaid Lot 26, and the north corner of said Lot 15;
2. Thence, with a northwesterly line of said call 129.23 acre tract and said Lot 26 common with the southeasterly line of said call 9.99 acre tract and said Lot 25, North 59 degrees 47 minutes 40 seconds East, a distance of 659.04 feet (call North 59 degrees 46 minutes 19 seconds East, a distance of 659.33 feet) to a 1/2-inch iron rod found at an interior corner of said call 129.23 acre tract, the east corner of said call 9.99 acre tract and said Lot 25, the north corner of said Lot 26, the south corner of aforesaid Lot 28, and the west corner of aforesaid Lot 27;

3. Thence, with a southwesterly line of said call 129.23 acre tract and said Lot 28 common with the northeasterly line of said call 9.99 acre tract and said Lot 25, North 30 degrees 10 minutes 55 seconds West, a distance of 659.62 feet (call North 30 degrees 10 minutes 13 seconds West, a distance of 660.0 feet) to a 1/2-inch iron rod found at an exterior corner of said call 129.23 acre tract, the north corner of said call 9.99 acre tract and said Lot 25, the east corner of a call 7.89 acre tract of land conveyed to Abdel Blancart Martinec Yaillet Arafet Calderin, husband and wife in Clerk's File No. 2014034343 of the O.P.R.B.C. and Lot 24 of said subdivision, the south corner of a call 12.32 acre tract conveyed to Jorge Cosculluela Rodriguez in Clerk's File No. 2014043616 of the O.P.R.B.C. and Lot 29 of said subdivision;
4. Thence, with a northwesterly line of said call 129.23 acre tract and said Lot 28 common with the southeasterly line of said call 12.32 acre tract and said Lot 29, North 59 degrees 47 minutes 05 seconds East, a distance of 668.32 feet (call North 59 degrees 47 minutes 05 seconds East, a distance of 668.01 feet) to an interior corner of said call 129.23 acre tract, the north corner of said Lot 28, the east corner of said call 12.32 acre tract and said Lot 29, and the south corner of aforesaid Lot 36, from which a 5/8-inch iron rod with cap stamped "WILSON" found bears North 72 degrees 58 minutes West, a distance of 1.03 feet;
5. Thence, with a southwesterly line of said call 129.23 acre tract and said Lot 36 common with the northeasterly line of said call 12.32 acre tract and said Lot 29, North 30 degrees 11 minutes 13 seconds West, a distance of 657.83 feet (call North 30 degrees 11 minutes 13 seconds West, a distance of 657.91 feet) to a 1/2-inch iron rod found at an exterior corner of said 129.23 acre tract, the north corner of said Lot 29, the west corner of said Lot 36 and the south corner of a call 5.00 acre tract conveyed to James Day McNeil and wife, Waynetta R. McNeil in Volume 1420, Page 909 of the D.R.B.C. and Lot 35 of aforesaid subdivision;
6. Thence, with the northwesterly line of said call 129.23 acre tract and said Lot 36 common with the southeasterly line of said call 5.00 acre tract and said Lot 35, North 59 degrees 46 minutes 06 seconds East, a distance of 437.90 feet (call North 59 degrees 46 minutes 05 seconds East, a distance of 438.0 feet) to a 1/2-inch iron rod found at an interior corner of said call 129.23 acre tract, the east corner of said call 5.00 acre tract and the south corner of a call 3.002 acre tract of land conveyed Jane C. Walker in Clerk's File No. 1986-031185 of the O.P.R.B.C.;

7. Thence, with the northwesterly line of said call 129.23 acre tract and aforesaid Lots 36, 41, and 46 common with the southeasterly line of said call 3.002 acre tract, the southeasterly line of a call 3.037 acre tract of land conveyed to Tranquility Estates, L.P. in C.F. No. 1998-000696 of the O.P.R.B.C., the southeasterly line of Trussell's Estate, a subdivision recorded in Clerk's File No. 1996037669 of the O.P.R.B.C., the southeasterly line of Ostos Park, a subdivision recorded in Clerk's File No. 1995-023476 of the O.P.R.B.C., the southeasterly line of the remainder of a 28.5 acre tract conveyed to Virgil Claude McGinnes and Velmo Roy McGinnes in Volume 597, Page 541 of the D.R.B.C., and the southeasterly line of Lots 35, 42, and 45 of aforesaid Hooper and Wade Subdivision, North 59 degrees 38 minutes 57 seconds East, a distance of 902.06 feet (call North 59 degrees 39 minutes 56 seconds East) to the west corner of Reserve "A" of aforesaid Mustang Crossing Sections One and Two, from which a 5/8-inch iron rod with cap found bears North 15 degrees 37 minutes West, a distance of 0.60 feet;

Thence, with the southwesterly line of said Reserve "A", the following four (4) courses:

8. South 30 degrees 14 minutes 12 seconds East, a distance of 310.66 feet (call 311.16 feet) to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
9. North 59 degrees 45 minutes 48 seconds East, a distance of 115.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
10. South 30 degrees 14 minutes 12 seconds East, a distance of 51.03 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
11. 239.80 feet along the arc of a curve to the right, said curve having a central angle of 24 degrees 11 minutes 23 seconds, a radius of 568.00 feet and a chord that bears South 18 degrees 08 minutes 30 seconds East, a distance of 238.03 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the north corner of Mustang Crossing Section Four, a subdivision recorded in Clerk's File No. 2013011182 of the O.P.R.B.C.;
12. South 83 degrees 55 minutes 31 seconds West, at a distance of 115.00 passing a 5/8-inch iron rod with cap found on the easterly Right-of-Way line of Saddlecreek (50 feet wide) recorded in said Mustang Crossing Section Four, and continuing for a total distance of 175.04 feet (call South 83 degrees 57 minutes 13 seconds West, a distance of 175.00 feet) to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set on the westerly Right-of-Way line of said Saddlecreek;

13. Thence, with the westerly Right-of-Way line of said Saddle Creek, 76.79 feet (call 76.76) along the arc of a curve to the right, said curve having a central angle of 11 degrees 11 minutes 41 seconds, a radius of 393.00 feet and a chord that bears South 00 degrees 26 minutes 56 seconds East, a distance of 76.66 feet to a 5/8-inch iron rod with cap found on the northwesterly line of said Mustang Crossing Section Four;

Thence, with the northwesterly and southwesterly lines of said Mustang Crossing Section Four, the following nine (9) courses:

14. South 59 degrees 45 minutes 48 seconds West, a distance of 1,013.58 feet (call 1013.60 feet) to a 5/8-inch iron rod found;
15. South 30 degrees 11 minutes 13 seconds East, a distance of 100.13 feet (call 100.08 feet) to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
16. South 59 degrees 48 minutes 47 seconds West, a distance of 50.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
17. 23.54 feet along the arc of a curve to the right, said curve having a central angle of 89 degrees 55 minutes 43 seconds, a radius of 15.00 feet and a chord that bears South 14 degrees 47 minutes 17 seconds West, a distance of 21.20 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
18. South 59 degrees 45 minutes 46 seconds West, a distance of 85.00 feet to an interior corner of aforesaid Mustang Crossing Section Four from which a 5/8-inch iron rod with cap found bears South 79 degrees 19 minutes West, a distance of 0.29 feet;
19. 23.57 feet along the arc of a curve to the right, said curve having a central angle of 90 degrees 02 minutes 12 seconds, a radius of 15.00 feet and a chord that bears North 75 degrees 12 minutes 44 seconds West, a distance of 21.22 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the northerly terminus of Mustang Crossing Boulevard recorded in said Mustang Crossing Section Four;
20. Thence, with the northwesterly terminus of said Mustang Crossing Section Four, South 59 degrees 53 minutes 37 seconds West, a distance of 60.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the westerly terminus of said Mustang Crossing Boulevard;
21. Thence, with the southwesterly Right-of-Way line of said Mustang Crossing Boulevard, South 30 degrees 11 minutes 13 seconds East, a distance of 75.83 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;

22. Thence, continuing with the southwesterly Right-of-Way line of said Mustang Crossing Boulevard, 100.81 feet (call 96.15 feet) along the arc of a curve to the right, said curve having a central angle of 13 degrees 45 minutes 10 seconds, a radius of 420.00 feet and a chord that bears South 23 degrees 18 minutes 37 seconds East, a distance of 100.57 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the west corner of aforesaid Mustang Crossing Sections One and Two;

Thence, with the southwesterly Right-of-Way line of said Mustang Crossing Boulevard, the following three (3) courses:

23. 112.17 feet (call 111.92 feet) along the arc of a curve to the left, said curve having a central angle of 13 degrees 17 minutes 51 seconds, a radius of 483.32 feet and a chord that bears South 21 degrees 45 minutes 32 seconds East, a distance of 111.92 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
24. South 28 degrees 35 minutes 44 seconds East, a distance of 1,380.01 feet to a 5/8-inch iron rod with cap found;
25. South 17 degrees 45 minutes 57 seconds West, at a distance of 14.49 feet passing a 5/8-inch iron rod with cap found, and continuing for a total a distance of 15.50 feet (call 14.60 feet) to the northeasterly Right-of-Way line of aforesaid FM 1462;
26. Thence, with the northeasterly Right-of-Way line of said FM 1462, 1,325.34 feet along the arc of a curve to the right, said curve having a central angle of 41 degrees 22 minutes 49 seconds, a radius of 1,835.08 feet and a chord that bears South 84 degrees 39 minutes 58 seconds West, a distance of 1,296.72 feet to a disturbed concrete monument;
27. Thence, continuing with the northeasterly Right-of-Way line of said FM 1462, North 74 degrees 40 minutes 50 seconds West, a distance of 700.73 feet (call North 74 degrees 40 minutes 15 seconds West, a distance of 701.02 feet) to **Point of Beginning** and containing 55.14 acres of land in Tract 1.

Tract 2-14.35 Acres

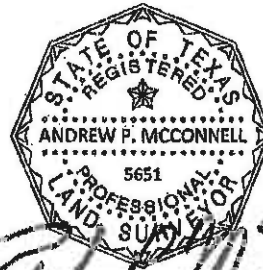
Beginning at a 5/8-inch iron rod with cap found at the south corner of Lot 1, Block 1 of aforesaid Mustang Crossing Sections One and Two and being on the northeasterly Right-of-Way line of aforesaid Mustang Crossing Boulevard (width varies);

1. Thence, with the southeasterly line of said Block 1, North 59 degrees 45 minutes 08 seconds East, a distance of 666.29 feet (call North 59 degrees 45 minutes 48 seconds East, a distance of 666.03 feet) to a 5/8-inch iron rod with cap found;

2. Thence, with the northeasterly line of said Block 1, North 30 degrees 14 minutes 12 seconds West, a distance of 290.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the north corner of Lot 10 Block 1 on the southeasterly line of Block 2 of aforesaid Mustang Crossing Sections One and Two;
3. Thence, with the southeasterly line of said Block 2, North 59 degrees 44 minutes 52 seconds East, a distance of 777.92 feet (call North 59 degrees 45 minutes 48 seconds East, a distance of 777.15 feet) to a 5/8-inch iron rod with cap found at the east corner of Lot 25 of said Block 2;
4. Thence, with the easterly line of said Block 2, North 03 degrees 42 minutes 50 seconds East, a distance of 252.93 feet (call North 03 degrees 27 minutes 42 seconds East, a distance of 253.08 feet) to a 5/8-inch iron rod with cap found at the northeast corner of Lot 27 of said Block 2, and being on the southwesterly line of aforesaid Reserve "A";
5. Thence, with a southerly line of said Reserve "A" and the southerly line of Reserve "G" of aforesaid Mustang Crossing Sections One and Two, South 86 degrees 53 minutes 59 seconds East, a distance of 67.79 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the southeast corner of said Reserve "G", the east line of aforesaid 129.23 acre tract, and being on the westerly Right-of-Way line of Johnson Street (width unknown);
6. Thence, with the westerly Right-of-Way line of said Johnson Street, South 03 degrees 37 minutes 42 seconds West, a distance of 990.99 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the intersection of the westerly Right-of-Way line of said Johnson Street and the northwesterly Right-of-Way line of aforesaid FM 1462;
7. Thence, with the northwesterly Right-of-Way line of said FM 1462, South 59 degrees 42 minutes 42 seconds West, a distance of 930.65 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the east corner of a call 1.01 acre tract of land conveyed to Moody National Bank in Clerk's File No. 2006048046 of the O.P.R.B.C.;
8. Thence, with the northeasterly line of said call 1.01 acre tract, North 30 degrees 15 minutes 24 seconds West, a distance of 300.78 feet (call 300.17 feet) to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
9. Thence, with the northwesterly line of said call 1.01 acre tract, South 59 degrees 42 minutes 42 seconds West, a distance of 148.05 feet (call 148.08 feet) to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set on the northeasterly Right-of-Way line of aforesaid Mustang Crossing Boulevard;

10. Thence, with the northeasterly Right-of-Way line of said Mustang Crossing Boulevard, 29.86 feet along the arc of a curve to the left, said curve having a central angle of 04 degrees 04 minutes 27 seconds, a radius of 420.00 feet and a chord that bears North 40 degrees 34 minutes 13 seconds West, a distance of 29.86 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
11. Thence, continuing with the northeasterly Right-of-Way line of said Mustang Crossing Boulevard, 31.33 feet (call 31.32 feet) along the arc of a curve to the right, said curve having a central angle of 04 degrees 16 minutes 28 seconds, a radius of 420.00 feet and a chord that bears North 40 degrees 45 minutes 27 seconds West, a distance of 31.33 feet to the **Point of Beginning** and containing 14.35 acres of land in Tract 2.

Tract 1- 55.14 Acres
Tract 2- 14.35 Acres
B1, L8- 0.237 acres
Total- 69.728 Acres



Andrew P. McConnell
8-3-17

Exhibit "B"
Consent Conditions

(a) The District may issue notes, bonds, including refunding bonds, or other obligations (collectively referred to herein as "District Obligations") for any purposes authorized by law, including but not limited to, purchasing, refinancing, designing and constructing, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, and drainage facilities, or parts of such systems or facilities, and to make any and all necessary purchases, constructions, 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 therefore (the "System").

(b) The following conditions shall apply to the sale of the District Obligations:

1. No District Obligations may be issued until all terms of the Resolution of the City Granting Consent to the creation of the District have been satisfied.
2. Such District Obligations must provide that the District reserves the right to redeem said District Obligations on a date on or before the 15th anniversary of the date of issuance without premium.
3. None of such District Obligations, other than refunding bonds, will be sold for less than 95 percent of par.
4. The net effective interest rate on District Obligations so sold, taking into account any discount or premium as well as the interest rate borne by such District Obligations, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date of the sale of such District Obligations.
5. The District Obligations, except Bond Anticipation Notes which may be secured in any manner authorized by Section 49.154, Texas Water Code, shall be solely payable from and secured by an ad valorem tax levied, without limit as to rate or amount, by the District upon all taxable property located within the District.
6. The District Obligations shall not constitute a debt of the City or a pledge of the faith and credit of the City and all District Obligations shall contain on the face thereof a statement to the effect that the City shall not be obligated to pay the same or the interest thereon and that neither the faith and credit nor the taxing power of the City or any political corporation, subdivision, or agency thereof other than the District is pledged to the payment of the principal of or the interest on such District Obligations.
7. Subject to the City's subsequent adoption of any ordinance setting forth additional procedures and standards for the refunding of indebtedness by conservation and reclamation districts located in the municipal boundaries or extraterritorial jurisdiction of the City, the District may issue refunding bonds to refund any District Obligation if:
 - a. The refunding transaction provides both gross debt service savings and net present value savings;

- b. The net present value savings, as certified by the District's Financial Advisor, is three (3) percent or more of the principal amount of the refunded bonds; and
- c. The date of the latest scheduled maturity of the refunding bonds is not later than the date of the latest scheduled maturity of the bonds to be refunded.

(c) Except as otherwise agreed to in writing by the City, upon completion and final inspection of any portion of the System, (i) the District shall transfer all facilities to the City, (ii) the City shall operate and maintain the System, (iii) the City shall set rates for water and/or sewer services in the District and (iv) the City shall handle all billings and collections for water and sewer service within the District.

(d) Before the commencement of any construction within the District, the engineer or other representatives of the District or a developer in the District shall submit to the City, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer and drainage facilities to serve the District and obtain the approval of such plans and specifications. All water wells, water meters, flushing valves, valves, pipes, water service lines and sewer service lines, lift stations, and appurtenances thereto, installed or used within the District will comply with the City's standard plans and specifications as amended from time to time. The construction of the District's water, sanitary sewer, and drainage facilities will be in accordance with the approved plans and specifications and with applicable standards and specifications of the City; and during the progress of the construction and installation of such facilities, the City may make periodic on-the-ground inspections.

(e) In the event that the District operates a sewage treatment facility, representatives of the City may supervise the continued operations of the sewage treatment facility by making periodic inspections thereof.

(f) The District will not permit the construction of water and sewer facilities to serve 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.

(g) Prior to the sale of any lot or parcel of land within the District, the owner or the developer of the land shall obtain the approval of the Planning Commission of the City of a plat which will be duly recorded in the Official Records of Brazoria County, Texas, and otherwise comply with the applicable rules and regulations of the City.

(h) The District agrees to enact and enforce within the District the then-current City building and plumbing codes, regulations and standards, as amended, related to the design, construction, operation and maintenance of water, sanitary sewer and storm drainage systems and facilities of residential and non-residential structures and improvements.

(i) The District agrees to provide the City with two copies of all applications, requests or reports it files with the TCEQ.