

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

ORDER OF INCLUSION AND ANNEXATION

RECITALS

WHEREAS, Fort Bend County Assistance District No. 1 (hereinafter the "District") was created and organized under the terms and provisions of Chapter 387, Texas Local Government Code, together with all amendments and additions thereto; and

WHEREAS, the City of Houston (the "City") and the District entered an agreement for the duration, rate, and allocation of sales and use tax within the boundaries of the District (the "Agreement") on December 6, 2011; and

WHEREAS, although under Section 387.003(f), the District may include by order an area within its boundaries upon receipt of a petition signed by the owner of the land to be included; under the Agreement, the parties agreed that for land within the extraterritorial jurisdiction of the City that is not solely for right of way purposes, the District may annex additional land within into boundaries only upon the City providing its written consent to such addition or annexation; and

WHEREAS, the District received a Petition for Addition of Certain Land to Fort Bend County Assistance District No. 1 from A-S 134 Katy Gaston-Falcon Landing, L.P., a Texas limited partnership, (the "Owner"), owner of a certain 34.4289 acres of land within the extraterritorial jurisdiction of the City (the "Property") described by metes and bound in Exhibit "A", attached hereto and incorporated herein for all purposes, and the District subsequently petitioned the City Council to pass and approve an ordinance or resolution granting the consent to the addition of land to the boundaries of the District; and

WHEREAS, on March 23, 2016, the City, acting by and through its City Council, passed and adopted an ordinance consenting to the addition of the Property to the boundaries of the District with an effective date of March 29, 2016, by City of Houston, Texas Ordinance No. 2016-196, attached hereto as Exhibit "B" and incorporated herein for all purposes;

NOW THEREFORE, BE IT ORDERED BY THE BOARD OF DIRECTORS OF THE DISTRICT THAT:

Section 1: The Property is hereby included within the boundaries of the District by annexation, eligible for the functions permitted to be performed by the District, and the imposition of the sales and use tax of one percent as currently collected within the existing boundaries of the District.



# EXHIBIT A

March 5, 2015

***34.4289 acre of land in the Stephen Hobermaker Survey, Abstract No. 189,  
Fort Bend County, Texas***

A FIELD NOTE DESCRIPTION of 34.4289 acres (1,499,723 square feet) of land in the Stephen Hobermaker Survey, Abstract No. 189, Fort Bend County, Texas; said 34.4289 acre tract of land being all of a 1.4499 acre tract of land conveyed to W.K. King Family Limited Partnership, as recorded in Fort Bend County Clerk's File No. 2012021203 and being all of the remainder of a 64.891 acre tract of land conveyed to W.K. King Family Limited Partnership, as recorded in Fort Bend County Clerk's File No. 9818121; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

BEGINNING at a 3/4-inch iron pipe with cap stamped "Brown & Gay" found in the southeast right-of-way line of Greenbusch Road (called 100 feet wide), as recorded in Fort Bend County Clerk's File Nos. 2012069375 and 2012081906 for the west corner of Reserve "C", Marshall Oaks Sec 1, according to the map or plat recorded in Plat No. 20130324 of the Fort Bend County Plat Records and for the north corner of this tract;

THENCE, South 47° 20' 44" East - 1,472.29 feet with the southwest line of said Marshall Oaks Sec 1 to a 5/8-inch iron rod with cap stamped "Brown & Gay" found for an east corner of this tract;

THENCE, South 43° 11' 16" West - 200.02 feet with the northwest line of Restricted Reserve "A", Fort Bend County M.U.D. 185 Water Plant No. 1, according to the map or plat recorded in Plat No. 20080040 of the Fort Bend County Plat Records to a 5/8-inch iron rod with cap stamped "Brown & Gay" found for an interior corner of this tract;

THENCE, South 47° 20' 44" East - 326.00 feet with the southwest line of said Restricted Reserve "A" to a 5/8-inch iron rod with cap stamped "JNS" found in the northwest right-of-way line of Falcon Landing Boulevard (100 feet wide), according to the map or plat recorded in Plat No. 20120251 of the Fort Bend County Plat Records for an east corner of this tract;

THENCE, in a southwesterly direction with the northwest right-of-way line of said Falcon Landing Boulevard and with a curve to the left having a radius of 950.00 feet, a central angle of 48° 52' 50", a length of 810.47 feet and a chord bearing South 69° 43' 14" West - 786.11 feet to a 5/8-inch iron rod stamped "JNS" found for the east end of a radial cutback at the intersection of the northwest right-of-way line of said Falcon Landing Boulevard with the northeast right-of-way line of Katy-Gaston Road (width varies), as recorded in Fort Bend County Clerk's File No. 2012081906 and Plat No. 20110175 of the Fort Bend County Plat Records for a south corner of this tract;

THENCE, in a westerly direction with said radial cutback being a curve to the right having a radius of 25.00 feet, a central angle of 87° 56' 11", a length of 38.36 feet and a chord bearing South 89° 15' 23" West - 34.71 feet to a 5/8-inch iron rod stamped "JNS" found for the west end of said radial cutback and for a south corner of this tract;

THENCE, North 46° 46' 28" West - 75.40 feet with the northeast right-of-way of said Katy-Gaston Road to a 5/8-inch iron rod stamped "JNS" found for a point-of-curvature of a curve to the left;

THENCE, in a northwesterly direction with the northeast right-of-way of said Katy-Gaston Road and with said curve to the left having a radius of 2,050.00 feet, a central angle of 12° 06' 55", a length of 433.48 feet and a chord bearing North 52° 50' 49" W - 432.67 feet to a 5/8-inch iron rod stamped "JNS" found for a point-of-tangency;

THENCE, North 58° 55' 10" West - 75.22 feet with the northeast right-of-way of said Katy-Gaston Road to a 5/8-inch iron rod stamped "T.E.A.M." set for a point-of-curvature of a curve to the right;

THENCE, in a northwesterly direction with the northeast right-of-way of said Katy-Gaston Road and with said curve to the right having a radius of 1,950.00 feet, a central angle of 11° 24' 22", a length of 388.19 feet and a chord bearing North 53° 12' 59" W - 387.55 feet to a 5/8-inch iron rod found for a point-of-tangency;

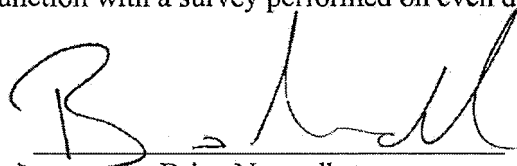
THENCE, North 47° 30' 49" West - 424.14 feet with the northeast right-of-way of said Katy-Gaston Road to a 5/8-inch iron rod stamped "JNS" found for the south end of a radial cutback corner at the intersection of the northeast right-of-way of said Katy-Gaston Road with the southeast right-of way line of said Greenbusch Road and for a west corner of this tract;

THENCE, in a northerly direction with said radial cutback being a curve to the right having a radius of 25.00 feet, a central angle of 90° 13' 28", a length of 39.37 feet and a chord bearing North 02° 24' 05" West - 35.42 feet to a 5/8-inch iron rod stamped "JNS" found for the north end of said radial cutback and for a west corner of this tract;

THENCE, North 42° 42' 39" East - 995.56 feet with the southeast line of said Greenbusch Road to the point of beginning and containing 34.4289 acres (1,499,723 square feet) of land.

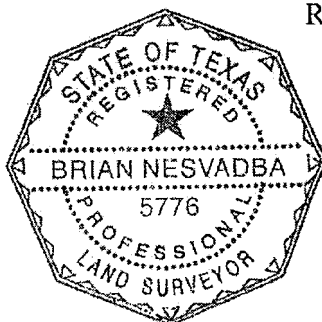
Note: This metes-and-bounds description was written in conjunction with a survey performed on even date.

COMPILED BY:  
Texas Engineering And Mapping Company Co.  
Civil Engineers - Land Surveyors  
Stafford, Texas  
Firm Registration No.: 10119000  
Job No. 356-194  
W:\356-194\_Tract.doc



Brian Nesvadba

Registered Professional Land Surveyor  
State of Texas No. 5776



# EXHIBIT B

City of Houston, Ordinance No. 2016- 196

**AN ORDINANCE CONSENTING TO THE ADDITION OF 34.4289 ACRES OF LAND TO FORT BEND COUNTY ASSISTANCE DISTRICT NO. 1; MAKING FINDINGS AND CONTAINING PROVISIONS RELATING TO THE FOREGOING SUBJECT; AND DECLARING AN EMERGENCY.**

\* \* \* \* \*

**WHEREAS**, the City of Houston ("the City") has received a petition from Fort Bend County Assistance District No. 1 ("the District") requesting the City's consent to the addition of 34.4289 acres to the District; and

**WHEREAS**, on October 26, 2011, the City approved Ordinance 2011-923 consenting to the creation of the District within the City's extraterritorial jurisdiction in Fort Bend County; and

**WHEREAS**, Ordinance 2011-923 also approved an Agreement for the Duration, Rate and Allocation of Sales and Use Tax for the District as the District boundaries are modified; and

**WHEREAS**, on September 22, 2015, the Board of Directors of the District accepted the petition and consent by the landowner to the inclusion of real estate to the District and prayed that said petition be heard by the City Council.

**WHEREAS**, the City finds and declares that no portion of the proposed or existing boundaries of the District are located within the City's corporate limits; and

**WHEREAS**, the City finds a portion of the proposed or existing boundaries of the District are located within the City's limited purpose and extraterritorial jurisdiction in Fort Bend County; and

**WHEREAS**, Fort Bend County will not interfere with the City's current rights and obligations for areas within or currently proposed for limited purpose annexation; **NOW, THEREFORE;**

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

**Section 1.** The findings set forth in the preamble of this Ordinance are determined to be true and correct and are hereby adopted.

**Section 2.** Attached to this ordinance and made a part hereof is a petition requesting the consent of the City of Houston, Texas, to the annexation of a total of

34.4289 acres of land into the District; such petition is hereby granted, subject to the terms and conditions set forth herein.

**Section 3.** The City hereby notifies the referenced District, its residents and property owners of the provisions of applicable law allowing the City to annex any portion of the district located within the City's extraterritorial jurisdiction, including without limitation the land included in the district.

**Section 4.** The City of Houston, Texas, hereby consents to the addition of 34.4289 acres to the District, consisting of land within the extraterritorial jurisdiction of the City in Fort Bend County, subject to the terms and conditions set forth in Exhibit "A" below. The boundaries of such area consisting of approximately 34.4289 acres in Fort Bend County are set out in "Exhibit B," a property description and also represented visually in "Exhibit C," a map. The Petition requesting the consent of the City of Houston to the addition to the District, is included as "Exhibit D." All the exhibits, furnished by the Planning and Development Department, are attached hereto, incorporated herein and made a part hereof for all purposes.

**Section 5.** The Agreement for the Duration, Rate, and Allocation of Sales and Use Tax (the "Agreement"), attached as Exhibit "E", was approved by City Council on October 26, 2011 and the City's representatives executed the Agreement on March 8, 2016. Fort Bend County and the District approved the Agreement prior to implementing a sales and use tax and each has executed the Agreement. The Agreement may be amended at any time with the mutual written agreement of the City, Fort Bend County, and the District without impacting the consent granted herein.

**Section 6.** The City Council officially finds, determines, recites, and declares 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, Tex. Gov't Code Ann., ch. 551; and that this meeting was open to the public as required by law at all times during which this ordinance and the subject matter thereof was discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

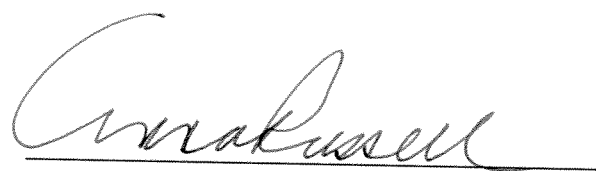
**Section 7.** A public emergency exists requiring that this ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this ordinance shall take effect immediately upon its passage and approval by the Mayor; provided, however, that if the Mayor fails to sign this ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

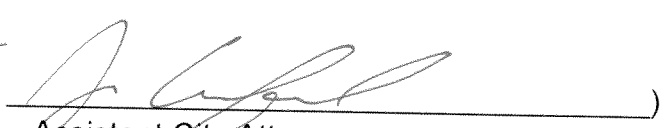
PASSED AND ADOPTED this 23<sup>rd</sup> day of March, 2016

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is MAR 29 2016.

  
 \_\_\_\_\_  
 City Secretary

<sup>MC</sup>  
 (Prepared by Legal Dept.   
 \_\_\_\_\_)  
 Assistant City Attorney

Requested by Patrick Walsh, Director, Department of Planning and Development (LD# 0611500990001)

AYE	NO	
✓		<b>MAYOR TURNER</b>
....	....	<b>COUNCIL MEMBERS</b>
✓		STARDIG
✓		DAVIS
✓		COHEN
✓		BOYKINS
✓		MARTIN
✓		LE
✓		TRAVIS
✓		CISNEROS
✓		GALLEGOS
✓		LASTER
✓		GREEN
✓		KNOX
✓		ROBINSON
✓		KUBOSH
✓		EDWARDS
✓		CHRISTIE
CAPTION	ADOPTED	

CAPTION PUBLISHED IN DAILY COURT  
 REVIEW DATE: MAR 29 2016

**EXHIBIT "A"**

ETJ CONSENT CONDITIONS FOR  
FORT BEND COUNTY ASSISTANCE DISTRICT NO. 1

#### EXHIBIT "A"

(a) The District will issue bonds only for the purpose of purchasing and constructing, or purchasing, or constructing under contract with the City of Houston, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, and drainage 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 interest-payment date subsequent to the fifteenth (15<sup>th</sup>) anniversary of the date of issuance without premium and will be sold only after the taking of public bids therefor, and none of such bonds, other than refunding bonds, will be sold for less than 95% of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2 %) above the highest average interest rate reported by the *Daily Bond Buyer* in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given. The resolution authorizing the issuance of the District's bonds will contain a provision that any pledge of the revenues from the operation of the District's water and sewer and/or drainage system to the payment of the District's bonds will terminate when and if the City of Houston, Texas, annexes the District, takes over the assets of the District and assumes all of the obligations of the District.

(b) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the Director of the Department of Public Works and Engineering of the City of Houston, or to their designated representatives, 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 therefrom. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform exactly to the specifications of the City of Houston. All water service lines and sewer service lines, lift stations, sewage treatment facilities, and appurtenances thereto, installed or used within the District will comply with the City of Houston's standard plans and specifications as amended from time to time. Prior to the construction of 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 Public Works and Engineering, stating the date that such construction will be commenced. 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 of Houston; and during the progress of the construction and installation of such facilities, the Director of Public Works and Engineering of the City of Houston, or an employee thereof, may make periodic on-the-ground inspections.

(c) The District will agree to employ a sewage plant operator holding a valid certificate of competency issued under the direction of the Texas Department of Health as required by Article 4477-1, §20(a), Tex. Rev. Civ. Stat. Ann. (Vernon Supp. 1994). The District will agree to make periodic analyses of its discharge pursuant to the provisions of Order No. 69-1219-1 of the Texas Water Quality Board (now, the Texas Natural Resources Conservation Commission) and further to send copies of all such effluent data to the Department of Public Works and

Engineering, City of Houston, as well as to the TNRCC. The District will agree that representatives of the City of Houston may supervise the continued operations of the sewage treatment facility by making periodic inspections thereof.

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

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

**EXHIBIT "B"**

METES AND BOUNDS FOR THE 34.4289 ACRE ADDITION TO  
FORT BEND COUNTY ASSISTANCE DISTRICT NO. 1

March 5, 2015

*34.4289 acre of land in the Stephen Hobermaker Survey, Abstract No. 189,  
Fort Bend County, Texas*

A FIELD NOTE DESCRIPTION of 34.4289 acres (1,499,723 square feet) of land in the Stephen Hobermaker Survey, Abstract No. 189, Fort Bend County, Texas; said 34.4289 acre tract of land being all of a 1.4499 acre tract of land conveyed to W.K. King Family Limited Partnership, as recorded in Fort Bend County Clerk's File No. 2012021203 and being all of the remainder of a 64.891 acre tract of land conveyed to W.K. King Family Limited Partnership, as recorded in Fort Bend County Clerk's File No. 9818121; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

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THENCE, in a southwesterly direction with the northwest right-of-way line of said Falcon Landing Boulevard and with a curve to the left having a radius of 950.00 feet, a central angle of 48° 52' 50", a length of 810.47 feet and a chord bearing South 69° 43' 14" West - 786.11 feet to a 5/8-inch iron rod stamped "JNS" found for the east end of a radial cutback at the intersection of the northwest right-of-way line of said Falcon Landing Boulevard with the northeast right-of-way line of Katy-Gaston Road (width varies), as recorded in Fort Bend County Clerk's File No. 2012081906 and Plat No. 2010175 of the Fort Bend County Plat Records for a south corner of this tract;

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THENCE, in a northwesterly direction with the northeast right-of-way of said Katy-Gaston Road and with said curve to the left having a radius of 2,050.00 feet, a central angle of  $12^{\circ} 06' 55''$ , a length of 433.48 feet and a chord bearing North  $52^{\circ} 50' 49''$  W - 432.67 feet to a 5/8-inch iron rod stamped "JNS" found for a point-of-tangency;

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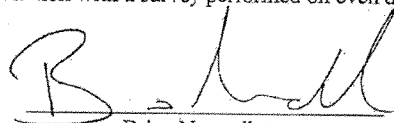
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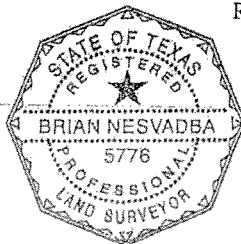
THENCE, North  $42^{\circ} 42' 39''$  East - 995.56 feet with the southeast line of said Greenbusch Road to the point of beginning and containing 34.4289 acres (1,499,723 square feet) of land.

Note: This metes-and-bounds description was written in conjunction with a survey performed on even date.

COMPILED BY:  
Texas Engineering And Mapping Company Co.  
Civil Engineers - Land Surveyors  
Stafford, Texas  
Firm Registration No.: 10119000  
Job No. 356-194  
W:\356-194\_Tract.doc

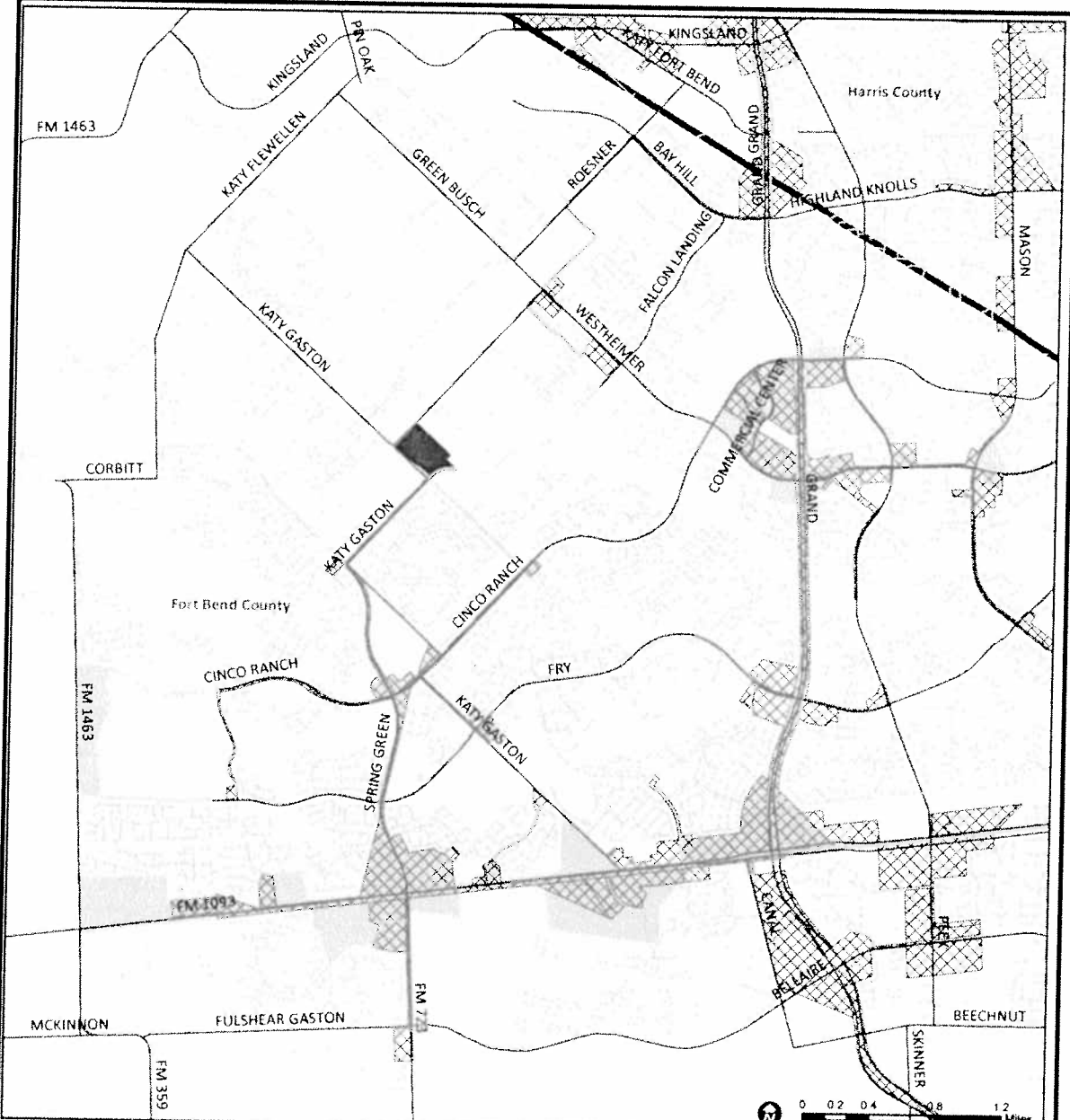


Brian Nesvadba  
Registered Professional Land Surveyor  
State of Texas No. 5776








**EXHIBIT "C"**

MAP DEPICTING THE BOUNDARIES OF  
FORT BEND COUNTY ASSISTANCE DISTRICT NO. 1 INCLUDING THE PROPOSED  
34.4289 ACRE ADDITION



### Proposed FB CAD 1 Addition

-  Proposed FBCAD 1 Addition
-  Full purpose City Limit
-  Limited Purpose City Limit
-  FB CAD 1
-  County Boundary

Source: City of Houston GIS Database

Date: October 2015

This map is made available for reference purposes only and should not be substituted for a survey product. The City of Houston will not accept liability of any kind in conjunction with its use.



**PLANNING & DEVELOPMENT DEPARTMENT**



**EXHIBIT "D"**

PETITION REQUESTING CONSENT TO THE ADDITION OF  
34.4289 ACRES TO FORT BEND COUNTY ASSISTANCE DISTRICT NO. 1

(**EXHIBIT A** referenced in the petitions can be found in **EXHIBIT B** of the ordinance)

PETITION FOR CONSENT TO ANNEX LAND INTO  
FORT BEND COUNTY ASSISTANCE DISTRICT NO. 1

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF HOUSTON,  
TEXAS:

FORT BEND COUNTY ASSISTANCE DISTRICT NO. 1 (the "District"), acting pursuant to the provisions of Chapter 387, Texas Local Government Code, particularly, together with all amendments and additions thereto, respectfully petitions the City Council of the City of Houston, Texas (the "City") for its written consent to the annexation by the District of the 34.4289 acre tract of land described by metes and bounds in Exhibit A (the "Land"), which is attached hereto and incorporated herein for all purposes. In support of this Petition, the District would show the following:

I.

The District was created and organized under the terms and provisions of Chapter 387, Texas Local Government Code, together with all amendments and additions thereto. On September 7, 2011, Fort Bend County, pursuant to Chapter 387, Texas Local Government Code, called an election to create the District within Fort Bend County and impose a sales and use tax within the District's boundaries. Fort Bend County provided the City with notice of its intention to create the District within the City's extraterritorial jurisdiction in Fort Bend County not later than the 60<sup>th</sup> day before the date Fort Bend County Commissioners Court ordered the election.

II.

The City consented to the creation of the District on October 26, 2011 and, as a condition of its consent, the City and District entered an agreement for the duration, rate, and allocation of sales and use tax within the boundaries of the District (the "Agreement") on December 6, 2011, and the District may annex additional land into the District with City consent.

III.

The District received a Petition for Addition of Certain Land to Fort Bend County Assistance District No. 1 from the owner of a majority of the Land which Petition is attached hereto as Exhibit B. The landowner proposes to develop the land for commercial purposes which would generate sales and use taxes and be of a benefit to the District. Therefore, as a proposed annexation of non-road right of way, the Land

cannot be added or annexed to the District until the City has given its written consent by resolution or ordinance of the City Council to such addition or annexation.

IV.

Sales and use tax generated within the Land may be used for the same purposes as land currently within the existing boundaries of the District: (1) the construction, maintenance, or improvement of roads or highways; (2) the provision of law enforcement and detention services; (3) the maintenance or improvement of libraries, museums, parks, or other recreational facilities; (4) the provision of services that benefit the public health or welfare, including the provision of firefighting and fire prevention services; or (5) the promotion of economic development and tourism.

V.

The Land will provide necessary retail development which will generate additional sales and use tax revenue to serve purposes of the District stated above, and the District finds that it is in the best interest of the District to annex the Land into the District.

VI.

The District, by submission of this Petition, requests the City's consent to the addition of certain land to the boundaries of the District and agrees that the imposition of sales and use taxes within the Land shall be governed, as with land currently within the boundaries of the District, by the terms of the Agreement with the City governing the duration, rate, and allocation of sales and use taxes imposed by the District.

WHEREFORE, the District prays that this Petition be heard and that the City Council duly pass and approve an ordinance or resolution granting the consent to the addition of the Land to the District and authorizing the inclusion of the Land described herein within the District.

[EXECUTION PAGES FOLLOW]



# EXHIBIT B

PETITION FOR ADDITION OF CERTAIN LAND TO  
FORT BEND COUNTY ASSISTANCE DISTRICT NO. 1

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

TO THE BOARD OF DIRECTORS OF FORT BEND COUNTY ASSISTANCE DISTRICT  
NO. 1:

A-S 134 Katy Gaston-Falcon Landing, L.P., a Texas limited partnership (the "Petitioner"), acting pursuant to the provisions of Chapter 387, Texas Local Government Code, particularly Section 387.003, together with all amendments and additions thereto, petitions this Honorable Board to add the land described by metes and bounds in Exhibit A, attached hereto (the "Land") and incorporated herein for all purposes, to FORT BEND COUNTY ASSISTANCE DISTRICT NO. 1 (the "District"). In support of this Petition, the Petitioner would show the following:

I.

The Land is situated wholly within Fort Bend County, Texas and is within the extraterritorial jurisdiction (as such term is defined in Local Government Code Section 42.001 et seq., as amended) of the city of Houston, Texas (the "City"). No part of the Land is within the limits of any incorporated city, town or village, and no part of the Land is within the extraterritorial jurisdiction of any city, town or village except the City.

II.

The Petitioner is the owner of the majority of the Land proposed to be included in the District pursuant to Section 387.003(i) and is not located in an area in which the combined tax rate of all local sales and use taxes imposed, including the rate to be imposed by the District, would exceed the maximum combined rate of sales and use taxes imposed by political subdivisions of this state.

III.

Petitioner represents that there are no lienholders on the Land.

IV.

All of the Land may properly be annexed into the District, and the addition of the Land to the District is feasible and practical and will be to the advantage and benefit to the District.

V.

The Petitioner certifies that there are no registered voters in the area sought to be included in the District.

VI.

The Petitioner acknowledges, consents to, and affirmatively requests the addition of the Land into the District and the imposition of the sales and use tax of the District which is a one percent (1%) sales tax.

WHEREFORE, the Petitioner prays that this Petition be granted in all respects and that the Land be added to and become a part of the District.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on September 14, 2015

A-S 134 KATY GASTON-FALCON  
LANDING, L.P.,  
a Texas limited partnership

By: A-S 134, L.C.,  
a Texas limited liability company  
its general partner

By: [Signature]  
Name: Steven D. Alvis  
Title: Manager

ATTEST:

By: [Signature]  
Name: Austin Alvis  
Title: Broker

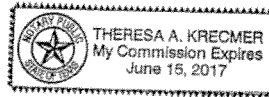
(SEAL)

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on this 14<sup>th</sup> day of Sept 2015 by Steven D. Alvis as the Manager of A-S 134, L.C., a Texas limited liability company, general partner of A-S 134 Katy Gaston-Falcon Landing, L.P., a Texas limited partnership, on behalf of said limited partnership.

[Signature]  
Notary Public, State of Texas

(NOTARY SEAL)



Attachment:  
Exhibit A: Description of the Land

**EXHIBIT "E"**

AGREEMENT FOR THE  
DURATION, RATE AND ALLOCATION OF SALES AND USE TAX  
FOR FORT BEND COUNTY ASSISTANCE DISTRICT NO. 1

**AGREEMENT FOR THE DURATION, RATE, AND ALLOCATION OF  
SALES AND USE TAX**

C76665

2011-0923

This Agreement for the Duration, Rate, and Allocation of Sales and Use Tax (the "Agreement") is made and entered into by and between the City of Houston, Texas (the "City"), Fort Bend County, Texas (the "County"), and Fort Bend County Assistance District No. 1 (the "District"), Fort Bend County, Texas.

**RECITALS**

WHEREAS, the City requires the execution of this Agreement as a condition to its consent for the creation of the District;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**AGREEMENT**

Section 1. General. The City consented to the creation of the District on October 26, 2011. The City, the County and the District agree that the District's imposition of sales and use tax within the boundaries of the District shall be governed by the terms of this Agreement. The City, the County, and the District agree that the District may perform the following functions in the District: (1) the construction, maintenance, or improvement of roads or highways, (2) the provision of law enforcement and detention services, (3) the maintenance or improvement of libraries, museums, parks, or other recreational facilities, (4) the provision of services that benefit the public health or welfare, including the provision of firefighting and fire prevention services, or (5) the promotion of economic development and tourism.

Section 2. Duration. The City will not annex any land within the boundaries of the District for full purposes earlier than April 7, 2035 (the "Earliest Termination Date"). In the event the City annexes a portion of the District for full purposes, the City must provide the County and the District with six (6) months' notice of any such annexation and, as of the annexation date, the area annexed shall be automatically excluded from the boundaries of the District. If the City annexes the entirety of the District for full purposes, the City must provide the County and the District with six (6) months' notice of such annexation and, as of the annexation date, the District shall no longer be authorized to collect sales and use tax within the District.

Section 3. Rate and Allocation. The sales and use tax imposed by the District may not exceed one percent and may only be used for lawful purposes within the boundaries of the District. The District is not required, and the City agrees that it is not entitled to, any allocation of the sales and use tax collected by the District.

Section 4. Bonds or obligations. Neither the County nor the District may issue or enter into bonds, notes, or other obligations extending beyond the Earliest Termination Date, if such

bonds, notes, or other obligations are secured by a pledge or other encumbrance or lien on the sales and use tax collected by the District.

Section 5. Annexation. The City agrees that the District may annex additional land into its boundaries, provided such land is limited to road right-of-way and is contiguous to the District. Land located within the extraterritorial jurisdiction of the City of Houston that is not road right of way will not be added or annexed to the District until the City of Houston has given its written consent by resolution or ordinance of the City Council to such addition or annexation.Section 6. Termination of Agreement. This Agreement is to remain in full force and effect unless terminated by mutual agreement of the parties hereto. Notwithstanding the above, if the City annexes the entirety of the District for full purposes the Agreement shall terminate.

Section 7. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the City, the County, and the District concerning the duration, rate, and allocation of the imposition of sales and use tax by the District. There have been and are no agreements, covenants, representations, or warranties between the parties other than those expressly stated or provided for herein. No modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on any party unless reduced to writing and signed by the parties.

Section 8. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the City, the County, and the District and shall not be construed to confer any benefit or right upon any other party, including particularly any resident of the District, the County, or the City.

Section 9. Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any other person or circumstance shall ever be held by any court of competent jurisdiction to contravene or be invalid under the constitution or laws of the State of Texas for any reason, that contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid, the rights and obligations of the parties shall be enforced accordingly, and this Agreement shall remain in full force and effect, as construed. The remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to the other parties or circumstances shall not be affected thereby.

Section 10. Successors and Assigns. This Agreement shall apply to and be binding upon the parties hereto and their respective officers, directors, successors, and assigns. This Agreement and any of the rights obtained hereunder are not assignable by any party hereto without the express written consent of the other parties, which consent shall not be unreasonably withheld.

Section 11. Authorization. Each party represents that (i) execution and delivery of this Agreement by it has been duly authorized by its governing body or other persons from whom such party is legally bound to obtain authorization; (ii) that the consummation of the contemplated transactions will not result in a breach or violation of, or a default under, any

agreement by which it or any of its properties is bound, or by any statute, rule, regulation, order, or other law to which it is subject; and (iii) this Agreement is a binding and enforceable agreement on its part.

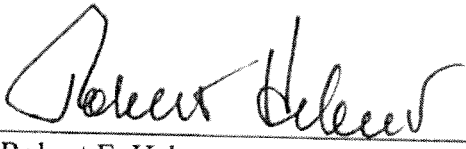
Section 12. Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

Section 13. Effective Date. This Agreement will be effective as of the date of the execution by the last party to execute this Agreement.

[EXECUTION PAGES FOLLOW]


IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple counterparts, each of which shall be deemed to be an original.

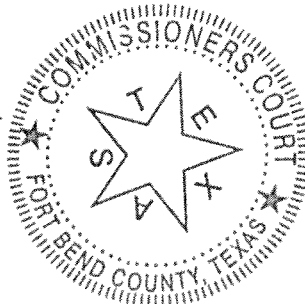
**FORT BEND COUNTY, TEXAS**

By:   
Robert E. Hebert  
County Judge


Date: February 18, 2016  
Approved by Commissioners Court  
on November 22, 2011

ATTEST:

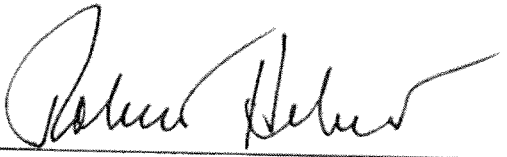
By:   
Laura Richard  
County Clerk



APPROVED AS TO FORM:


  
Marcus D. Spencer, First Assistant County Attorney

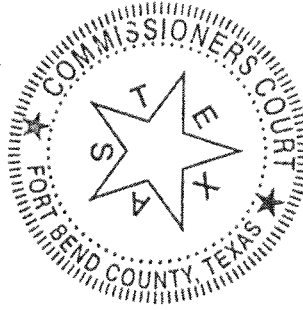
FORT BEND COUNTY ASSISTANCE  
DISTRICT NO. 1

By:   
Robert E. Hebert  
County Judge

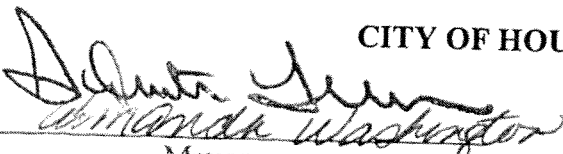
Date: February 18, 2016  
Approved by County Assistance District No. 1  
on December 6, 2011

ATTEST:

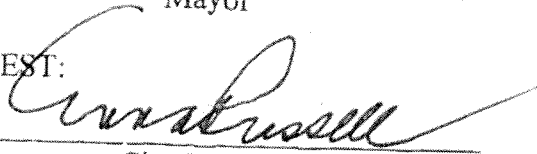
By:   
Laura Richard  
County Clerk



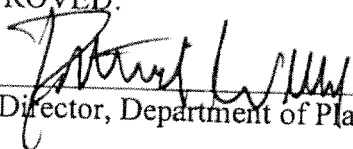
CITY OF HOUSTON, TEXAS

By:   
Mayor


ATTEST:

By:   
City Secretary

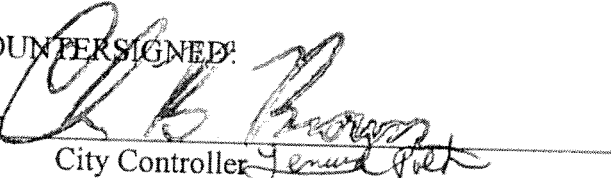
APPROVED:

By:   
Director, Department of Planning and Development

APPROVED AS TO FORM:

By:   
Assistant City Attorney  
L.D. File No. 0611100133001

COUNTERSIGNED:

By:   
City Controller

DATE COUNTERSIGNED: 3-8-16