

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 23

c/o Allen Boone Humphries Robinson LLP  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027

July 25, 2024

[James.Knight@fortbendcountytexas.gov](mailto:James.Knight@fortbendcountytexas.gov)

James Knight, Architect  
Fort Bend County  
Director of Facilities

RE: Proposed Annexation of an Approximate 4.64-Acre Tract (the "Tract")  
into Fort Bend County Municipal Utility District No. 23 (the "District")

Dear Mr. Knight:

Fort Bend County (the "Petitioner") has requested that the Board of Directors of the District (the "Board") consider annexation of the Tract into the boundaries of the District. The Board hereby agrees to pursue annexation of the Tract into the District boundaries provided that the Petitioner supplies to the District all of the items listed below and provided that the Petitioner complies with all of the terms and conditions of this letter agreement (the "Agreement"). The annexation proceeding concerning the Tract cannot begin until all of the following items have been received by the District:

1. ***Legal description of the Tract. This may be satisfied with a metes and bounds description and survey (with the seal and signature of a registered professional land surveyor) of the Tract*** reflecting the exact acreage and boundaries of the Tract. Once the metes and bounds description of the Tract is provided and work on the annexation begins, no change may be made to the metes and bounds description, or all the annexation work must be started over from the beginning.
2. ***One copy of this Agreement fully executed*** by the Petitioner.

In addition to the above requirements for annexation, the Petitioner hereby acknowledges and agrees that annexation of the Tract into the District and provision of water and sewer service by the District to the Tract is contingent upon the following additional terms and conditions being met prior to annexation, and the District will be under no obligation to annex the Tract if such conditions are not satisfied:

1. The proposed development will be required to adhere to the District's deed restrictions and architectural review requirements.

2. Water and sanitary sewer line extensions will be required along and across South Post Oak Boulevard to serve the Tract and Petitioner will need to grant easements in a form acceptable to the District for such water and sanitary sewer line extensions.
3. The Petitioner will be responsible for the costs to extend water and sanitary sewer lines to provide service to the Tract, which such cost shall be reimbursed by Petitioner to the District.
4. The Petitioner will be required to pay a Capital Recovery Fee of \$35,657.38 to the District for the Tract's pro-rata share of the existing District water and wastewater facilities that will be utilized by the Tract.

The Petitioner and/or all other owners, lien holders and option holders of the Tract shall execute and file with the District a Petition for Addition of Certain Land and all collateral documents in accordance with the Texas Water Code, as amended, in a form approved by the District that we will provide to you. The Petitioner agrees to take all actions necessary to diligently pursue annexation of the Tract to completion. In the event that all of the Tract, or any portion of an individual Tract, is sold by the Petitioner or any current owner(s) of the Tract(s) prior to annexation, the Petitioner is responsible for obtaining all necessary documentation as determined by the District, in a form approved by the District, and signatures for processing the annexation, including revised metes and bounds descriptions, if applicable.

The Petitioner should be aware that documents to be signed in conjunction with the annexation will require various certificates of authority for all signers acting in representative capacities. The Petitioner will be responsible for securing the executions and acknowledgments for all landowners and lienholders that are needed on all documents relating to the proposed annexation of the Tract.

This Agreement is no guarantee that the Tract will be annexed to the District, but it is an expression of the District's best good faith intention to annex the Tract into the District if the Petitioner complies with the terms of this Agreement and if the annexation is determined to be feasible by the District and approved by the city which has jurisdiction over the land to be annexed, if applicable. Nothing contained in this Agreement is intended to benefit, or shall inure to the benefit of, any third party.

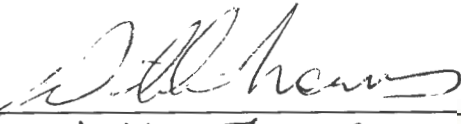
July 25, 2024  
Page 3

If the Petitioner is in agreement with the terms and conditions of this Agreement, please sign both originals of the Agreement and return one original of the Agreement to the District along with the other items required herein so that work on the annexation may begin.

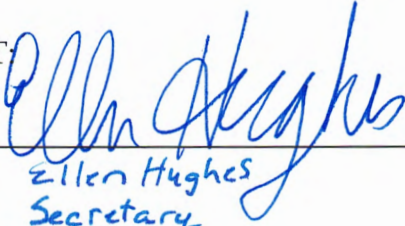
If you need additional details or have any questions, please feel free to call the District office.

[EXECUTION PAGE FOLLOWS]

Sincerely,

By:   
Name: William Thomas  
Title: President

ATTEST:

By:   
Name: Ellen Hughes  
Title: Secretary



(SEAL)

The above terms and conditions concerning the annexation of the Tract are accepted and agreed to on \_\_\_\_\_, 2024.

FORT BEND COUNTY

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

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

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