

CAD 6  
#3

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

ORDER OF INCLUSION AND ANNEXATION

RECITALS

WHEREAS, Fort Bend County Assistance District No. 6 (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") consented to the creation of the District and, as a condition of such consent, 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 February 4, 2014; 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, District received a Petition and Consent by Landowner to the Inclusion of Real Estate to Fort Bend County Assistance District No. 6 from Fort Bend County, Texas (the "County"), owner of a certain 22.9 acres of land within the extraterritorial jurisdiction of the City (the "Property") 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 July 8, 2015, the City, acting by and through its City Council, consented to the addition of the Property to the boundaries of the District, by City of Houston, Texas Ordinance No. 2015-654, attached hereto as Exhibit A 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 CAD No. 6, and the imposition of the sales and use tax of one percent as currently collected within the existing boundaries of the District.

Section 2: This Order is effective immediately upon passage.

ADOPTED this 28 day of July, 2015.

FORT BEND COUNTY ASSISTANCE  
DISTRICT NO. 6

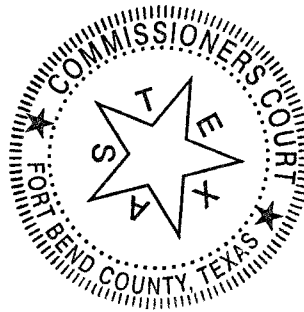
By: \_\_\_\_\_

Robert E. Hebert, Director

ATTEST:

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

Laura Richard, County Clerk



City of Houston, Texas, Ordinance No. 2015- 654

**AN ORDINANCE CONSENTING TO THE ADDITION OF 22.9 ACRES OF LAND TO FORT BEND COUNTY ASSISTANCE DISTRICT NO. 6; 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 requesting consent of the City to the addition of 22.9 acres to Fort Bend County Assistance District No. 6; and

**WHEREAS**, on January 29, 2014, the City approved Ordinance 2014-59 consenting to the creation of Fort Bend County Assistance District No. 6 within the City's extraterritorial jurisdiction in Fort Bend County; and

**WHEREAS**, Ordinance 2014-59 also approved an Agreement for the Duration, Rate and Allocation of Sales and Use Tax for Fort Bend County Assistance District No. 6 as the District boundaries are modified; and

**WHEREAS**, on March 3, 2015, the Commissioners Court of Fort Bend County accepted the petition and consent by the landowner to the inclusion of real estate to Fort Bend County Assistance District No. 6; and

**WHEREAS**, the City finds and declares that no portion of the proposed or existing boundaries of Fort Bend County Assistance District No. 6 are located within the City's corporate limits; and

**WHEREAS**, the City finds a portion of the proposed or existing boundaries of Fort Bend County Assistance District No. 6 are located within the City's limited purpose limits; 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 22.9

acres of land into Fort Bend County Assistance District No. 6; 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 22.9 acres to Fort Bend County Assistance District No. 6, 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 22.9 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 Fort Bend County Assistance District No. 6, 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") is attached as Exhibit "E" is hereby approved by City Council and the City's representatives are authorized to execute the Agreement. The consent granted in Section 1 above is conditioned on (i) Fort Bend County approving the Agreement; and (ii) Fort Bend County Assistance District No. 6 approving the Agreement prior to implementing a sales and use tax. The Agreement may be amended at any time with the mutual written agreement of the City, Fort Bend County, and Fort Bend County Assistance District No. 6 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 APPROVED this 8<sup>th</sup> day of July, 2015.

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

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is JUL 1 2015.



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

Prepared by Legal Dept.

  
Senior Assistant City Attorney

Requested by Patrick Walsh, Director, Department of Planning and Development (LD # 0611500482001)

CAPTION PUBLISHED IN DAILY COURT  
REVIEW  
DATE: JUL 1 2015

AYE	NO	
/		<b>MAYOR PARKER</b>
....	....	<b>COUNCIL MEMBERS</b>
/		STARDIG
/		DAVIS
/		COHEN
/		BOYKINS
/		MARTIN
/		NGUYEN
/		PENNINGTON
/		GONZALEZ
/		GALLEGO
/		LASTER
/		GREEN
/		COSTELLO
/		ROBINSON
/		KUBOSH
/		BRADFORD
/		CHRISTIE
CAPTION	ADOPTED	

**EXHIBIT "A"**

**ETJ CONSENT CONDITIONS FOR  
FORT BEND COUNTY ASSISTANCE DISTRICT NO. 6**

## 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 22.9 ACRE ADDITION TO  
FORT BEND COUNTY ASSISTANCE DISTRICT NO. 6**

BEGIN DESCRIPTION FOR ADDITIONAL ANNEXATION/ FEBRUARY 2015

THENCE, westerly, through and across the right-of-way of said Richmond-Galnes Road to the intersection of its westerly right-of-way line with the southerly right-of-way line of said Bissonnet Street as dedicated by Plat recorded under Slide Number 2371 B of said F.B.C.P.R.;

THENCE, westerly, along the southerly right-of-way line of said Bissonnet Street, being also the northerly line of Restricted Reserve "A" of Kingsbridge Village Sec. 1 subdivision as recorded under Slide Number 2371 B of said F.B.C.P.R., to a point in the easterly right-of-way line of Dora Meadows Drive (100' ROW) as dedicated by plat of this subdivision;

THENCE, westerly, through and across the right-of-way of said Dora Meadows Drive to a point for intersection of its westerly right-of-way line with the southerly right-of-way line of said Bissonnet Street, being in the northerly line of Restricted Reserve "B" of Kingsbridge Village Sec. 3 subdivision as recorded under Slide Number 2410 B of said F.B.C.P.R., and being in the southerly line of a called 5.111 acres tract dedicated for Bissonnet Street right-of-way purposes as recorded under File Number 2002084377 of said F.B.C.O.R.;

THENCE, westerly, along the southerly right-of-way line of said Bissonnet Street, being the southerly line of said called 5.111 acres tract, being also the northerly line of Restricted Reserve "B" of said Kingsbridge Village Sec. 3 subdivision to a point in the easterly right-of-way line of Addicks-Clodine Road (100' ROW), being the northwest corner of a called 1.569 acres tract dedicated for right-of-way purposes of this road and described under File Number 2002084377 of said F.B.C.O.R.;

THENCE, westerly, through and across the right-of-way of said Addicks-Clodine Road, along the common line between said called 5.111 acres tract and said called 1.569 acres tract, to a point in the southerly right-of-way line of said Bissonnet Street and being the northwest corner of said called 1.569 acres tract;

THENCE, northerly, through and across the right-of-way of said Blissonnet Street (100' ROW), to a point in the northerly right-of-way line of this road, being in the northerly line of said called 5.111 acres tract, and being the southwest corner of a called 3.036 acres tract dedicated for Addicks-Clodine Road right-of-way purposes as described under File Number 2002084377 of said F.B.C.O.R.;

THENCE, northerly, along the westerly right-of-way line of said Addicks-Clodine Road, being the westerly line of said called 3.036 acres tract, being the easterly line of Block 2 of Kingsbridge Village Sec. 6 subdivision as recorded under Plat Number 20040239 of said F.B.C.P.R., and crossing the right-of-way of Leeds Lane (50' ROW) as dedicated by plat of this subdivision, to a point for the northeast corner of said Block 2, being also the southeast corner of a called 5.771 acres tract for Detention Facility as described under File Number 2005051470 of said F.B.C.O.R.;

THENCE, northerly, along the westerly right-of-way line of said Addicks-Clodine Road, being the westerly line of said called 3.036 acres tract, being the easterly line of said called 5.771 acres tract, to a point for the northwest corner of said called 3.036 acres tract, being also the northeast corner of said called 5.771 acres tract, and being a point in the southerly line of a called 1.7925 acres tract as recorded under File Number 2005000948 of said F.P.C.O.R.;

THENCE, northerly, along the westerly right-of-way line of said Addicks-Clodine Road (100' ROW), through and across said called 1.7925 acres to a point in its northerly line, being also the southerly line of a called 15.3670 acres tract as recorded under File Number 2005032911 of said F.B.C.O.R.;

THENCE, northerly, along the westerly right-of-way line of said Addicks-Clodine Road (100' ROW), through and across said called 15.3670 acres tract to a point in its northerly line, being the southerly southwest corner of A Replat of Mission Glen Section 1 subdivision as recorded under Slide Numbers 574 A and 574 B of said F.B.C.P.R., and being the southeast corner of a called 3.9451 acres tract as recorded under File Number 2014008418 of said F.B.C.O.R.;

THENCE, northerly, along the westerly right-of-way line of said Addicks-Clodine Road (100' ROW) as dedicated by said Replat of Mission Glen Section 1 subdivision, being the easterly line of said called 3.9451 acres tract, to a point in the southerly right-of-way line of Riverside Grove Drive (60' ROW) as dedicated by plat of this subdivision, and being in the northerly line of said called 3.9451 acres tract;

THENCE, northerly, through and across the right-of-way of said Riverside Grove Drive to a point in its northerly right-of-way line, being the southerly line of Restricted Reserve "B" of Mission Glen Reserves, Section Three subdivision as recorded under Slide Number 1302 B of said F.B.C.P.R.;

THENCE, northerly, along the westerly right-of-way line of said Addicks-Clodine Road (100' ROW) as dedicated by plat of said Replat of Mission Glen Section 1 subdivision, being the easterly line of Block 1 of said Mission Glen Reserves, Section Three subdivision, to a point for the northeast corner of this subdivision, being also the southeast corner of Mission Glen Reserves Section Two subdivision as recorded under Slide Number 1223 B of said F.B.C.P.R.;

THENCE, northerly, continuing along the westerly right-of-way line of said Addicks-Clodine Road (100' ROW), being the easterly line of Block 1 of said Mission Glen Reserves Section Two subdivision to a point in the easterly line of Lot 9 Block 1 of this subdivision being in the intersection of the westerly right-of-way line of said Addicks-Clodine Road and the projection of the southerly right-of-way line of Wildwood Lake Drive (60' ROW) as dedicated by said Replat of Mission Glen Section 1 subdivision;

THENCE, easterly, along said projection line, through and across the right-of-way of said Addicks-Clodine Road, to a point in the southerly right-of-way line of said Wildwood Lake Drive, being the northerly line of the Unrestricted Reserve "C" of said Replat of Mission Glen Section 1, being the northerly line of a called 4.1859 acres tract as described and recorded under File Number 2014072199 of said F.B.C.O.R.;

THENCE, easterly, continuing along the southerly right-of-way line of said Wildwood Lake Drive (60' ROW), being also the northerly line of said called 4.1859 acres tract, to a point for the northeast corner of this tract, being the northeast corner of said Unrestricted Reserve "C", and being the northwest corner of Lot 1 Block 9 of said Replat of Mission Glen Section 1 subdivision;

THENCE, southerly, along the east line of said called 4.1859 acres tract, being the east line of Unrestricted Reserve "C" of said Replat of Mission Glen Section 1, being also the west line of Block 9 of this subdivision, to the easterly common corner between Unrestricted Reserve "C" and Unrestricted Reserve "B" of this subdivision, being also the northeast corner of a called 4.1865 acres tract as recorded under File Number 2014140779 of said F.B.C.O.R.;

THENCE, southerly, continuing along the west line of said Block 9, being the east line of said called 4.1865 acres tract, being the east line of Unrestricted Reserve "B" of Replat of Mission Glen Section 1 subdivision, to a point in the northerly right-of-way line of said Riverside Grove Drive (60' ROW), being the southeast corner of said Unrestricted Reserve "B" and being the southwest corner of Lot 24 of said Block 9;

THENCE, southerly, through and across the right-of-way of said Riverside Grove Drive (60' ROW) as dedicated by plat of said Replat of Mission Glen Section 1, to a point in the southerly right-of-way line of said Riverside Grove Drive, being the northeast corner of Unrestricted Reserve "A" of said Replat of Mission Glen Section 1 which being conveyed unto Fort Bend County, Texas, a Political Subdivision of the State of Texas in deed recorded under File Number 2014071616 of

said F.B.C.O.R., and being the northwest corner of Lot 33 Block 12 of said Replat of Mission Glen Section 1;

THENCE, southerly, along the east line of said Unrestricted Reserve "A", being the west line of said Block 12, to a point in the northerly line of aforesaid called 15.3670 acres tract as recorded under File Number 2005032911 of said F.B.C.O.R., being the southeast corner of said Unrestricted Reserve "A", being the southwest corner of Lot 29 of said Block 12;

THENCE, westerly, along the common line between said Unrestricted Reserve "A" and said called 15.3670 acres tract of land, to a point in the east right-of-way line of said Addicks-Clodine Road (100' ROW) as dedicated by plat of said Replat of Mission Glen Section 1;

THENCE, southerly, along the east right-of-way line of said Addicks-Clodine Road, through and across said called 15.3670 acres tract, to a point in the common line between said called 15.3670 acres tract and aforesaid called 1.7925 acres tract as described and recorded under File Number 2005000948 of said F.B.C.O.R.;

THENCE, southerly, along the east right-of-way line of said Addicks-Clodine Road, through and across said called 15.3670 acres tract, to a point in the common line between said called 15.3670 acres tract and aforesaid called 1.7925 acres tract as described and recorded under File Number 2005000948 of said F.B.C.O.R.;

THENCE, southerly, along the east right-of-way line of said Addicks-Clodine Road, through and across said called 1.7925 acres tract, to a point in its southerly line, being the northwest corner of Kingsbridge Village Sec. 2 subdivision as shown and recorded under Slide Number 2407 B of said F.B.C.P.R., and being the northeast corner of aforesaid called 3.036 acres tract as recorded under File Number 2002084377 of said F.B.C.O.R.;

THENCE, southerly, continuing along the east right-of-way line of said Addicks-Clodine Road, being the common line between said called 3.036 acres tract and said Kingsbridge Village Sec. 2, passing the right-of-way of Elk Grove Drive (50' ROW) as dedicated by plat of this subdivision, to a point in the northerly right-of-way line of Bissonnet Street (100' ROW), being in the northerly line of aforesaid called 5.111 acres tract for right-of-way purposes as described and recorded under File Number 2002084377 of said F.B.C.O.R.;

THENCE, easterly, along the northerly right-of-way line of said Bissonnet Street, being the northerly line of said called 5.111 acres tract, being the southerly line of Restricted Reserve "A" of said Kingsbridge Village Sec. 2 subdivision, to a point in the west right-of-way line of Dora Meadows Drive (100' ROW) as dedicated by plat of this subdivision, being the westerly corner of aforesaid Kingsbridge Village Sec. 1 subdivision;

THENCE, easterly, through and across the right-of-way of said Dora Meadows Drive, to a point in its east right-of-way line, being in the northerly right-of-way line of said Bissonnet Street, being in the northerly line of said Kingsbridge Village Sec. 1, and being in the southerly line of Restricted Reserve "A" of Kingsbridge Village Sec. 5 subdivision as shown and recorded under Plat Number 20040027 of said F.B.C.P.R.;

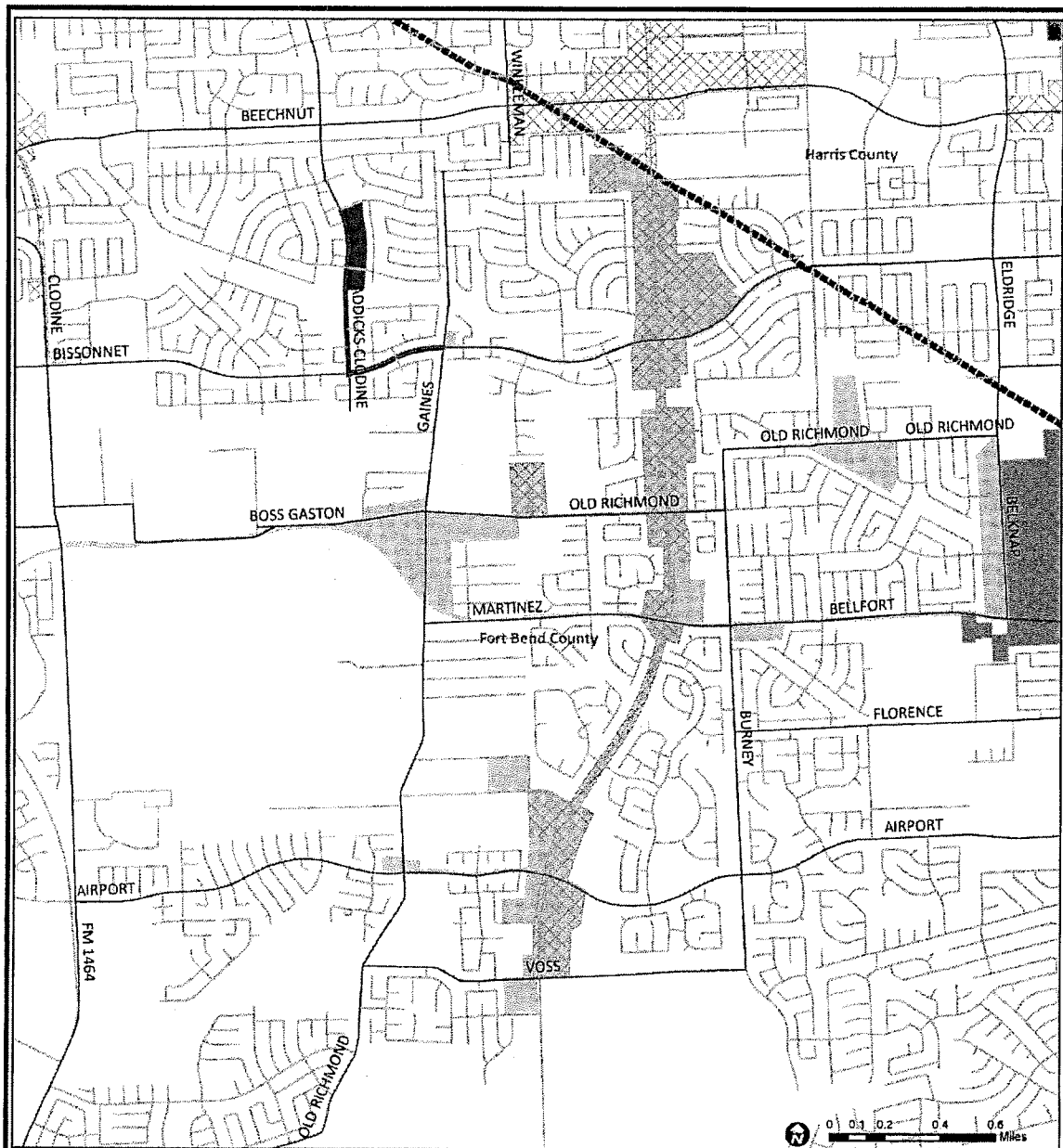
THENCE, easterly, continuing along the northerly right-of-way line of said Bissonnet Street, being the southerly line of said Restricted Reserve "A" of said Kingsbridge Village Sec. 5, to a point in the westerly right-of-way line of aforesaid Richmond-Gaines Road (ROW varies) as partially dedicated by this plat;

THENCE, easterly, through and across the right-of-way of said Richmond-Gaines Road, to a point in the east right-of-way line of this road as partially dedicated in this area by plat of Bissonnet Plaza at Gaines subdivision as shown and recorded under Plat Number 20040078 of said F.B.C.P.R., and being in the northerly right-of-way line of said Bissonnet Street;






END DESCRIPTION FOR ADDITIONAL ANNEXATION/ FEBRUARY 2015

**EXHIBIT "C"**

MAP DEPICTING THE BOUNDARIES OF  
FORT BEND COUNTY ASSISTANCE DISTRICT NO. 6 INCLUDING THE PROPOSED  
22.9 ACRE ADDITION



### Proposed FB CAD 6 Addition

-  County Boundary
-  Full purpose City Limit
-  Limited Purpose City Limit
-  Addition to FB CAD 6
-  FB CAD 6

Source: City of Houston GIS Database

Date: April 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  
22.9 ACRE TO FORT BEND COUNTY ASSISTANCE DISTRICT NO. 6

PETITION FOR CONSENT FOR THE ADDITION OF CERTAIN LAND  
TO FORT BEND COUNTY ASSISTANCE DISTRICT NO. 6

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

Fort Bend County Assistance District No. 6 (herein the "Petitioner" or referred to as the "District"), acting pursuant to the provisions of Chapters 42 and 387, Texas Local Government Code, respectfully petitions the City Council of the City of Houston, Texas, (hereinafter referred to as the "City") for its written consent to the addition of certain land to the boundaries of the Petitioner and 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 August 13, 2013, 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 January 29, 2014 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 February 4, 2014. Under Section 5 of the Agreement, the City and District agreed 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. Any land located within the extraterritorial jurisdiction of the City that is not road right of way will not 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.

III.

The District received a Petition and Consent by Landowner to the Inclusion of Real Estate to Fort Bend County Assistance District No. 6 from Fort Bend County, Texas, (hereinafter referred to as the "County"), owner of a three parcels of land within the extraterritorial jurisdiction of the City, including the road right of way between the current terminus of the boundaries of the District and the three parcels of land (the "Land"), attached hereto as Exhibit A and incorporated herein for all purposes.

IV.

The County proposes to develop the three parcels within the Land for public non-commercial purposes. There is an imminent need within the District for the construction, maintenance, and improvement of roads or highways, libraries, museums, parks and other recreational facilities, and the construction of facilities to assist in the provision of services that benefit the public health or welfare (hereinafter referred to as "Public Projects").

V.

Local Government Code Section 387.003 (a-1) limits the District's use of the sales and use tax generated to its boundaries to: (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. The District provides Fort Bend County with the ability to generate the necessary local funds to construct, maintain, and improve the Public Projects within the District that benefit the local area. The welfare and mobility of the present and future inhabitants of the area and of the territories adjacent thereto require the construction, maintenance, and operation of Public Projects. A public necessity, therefore, exists for the annexation of the Land to the District, to provide for the construction, maintenance, and operation of Public Projects.

VI.

The County's construction of these Public Projects prior to the City's annexation will benefit the City because (i) the City will not be required to expend the funds to construct the Public Projects; and (2) local area will be served significantly earlier than it would be if construction were deferred until the City's annexation. Therefore, if the Land is not annexed within boundaries of the District, the sales and use tax generated within the existing boundaries of the District cannot be used for the Public Projects. As the Land is limited to road right of way and County-owned property proposed to be developed for public non-commercial purposes, it is highly unlikely that any sales and use tax will be generated within the Land.

VII.

Petitioner, 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, if any, shall be governed, as with land currently within the boundaries of the District, by the terms of the Agreement with the City



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Exhibit A  
Landowner's Petition

444



45 PGS  
PETITION

2015019824

PETITION AND CONSENT BY LANDOWNER TO THE  
INCLUSION OF REAL ESTATE TO  
FORT BEND COUNTY ASSISTANCE DISTRICT NO. 6

Fort Bend County (referred to herein as "Petitioner"), is the owner, either in fee or by permanent right of way easement, of the real property situated in Fort Bend County, Texas, described in the attached Exhibit A ("Property").

Fort Bend County Assistance District No. 6 ("District") was created and authorized to impose a sales and use tax, which may be used for the following purposes within the 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.

There is an imminent need within the District for the construction, maintenance, and improvement of roads or highways, libraries, museums, parks and other recreational facilities, and the construction of facilities to assist in the provision of services that benefit the public health or welfare. The Property, being composed of both right of way and vacant land is capable of being served by the District. Petitioner hereby petitions the Board of Directors of the District to take all legal steps necessary to include the Property into the boundaries of the District.

Petitioners covenant and agree that there are no registered voters in the area to be included in the District. Therefore, the District is not required to hold an election for inclusion of the Property or imposition of the District's current sales and use tax within the area being included.

Petitioners agree that this Petition for inclusion of real estate shall be filed with the District and considered by the District's Board of Directors at a public meeting. Petitioners also acknowledge that the District's Board of Directors may enter an Order of Inclusion, and consent in advance to the District's Motion to include the Property within the boundaries of the District.

[Remainder of this page intentionally left blank.]

CCM 2-24-15 #266A  
Fort Bend County Clerk  
Return Admin Serv Coord RAR

RESPECTFULLY SUBMITTED this 24 day of February, 2015.

FORT BEND COUNTY, TEXAS

By: *Robert E. Hebert*  
Robert E. Hebert, County Judge

Date: February 24, 2015

ATTEST:

By: *Laura Richard*  
Laura Richard, County Clerk

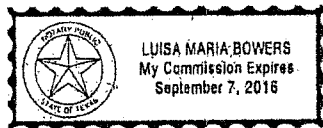


THE STATE OF TEXAS §  
  §  
COUNTY OF FORT BEND §

This instrument was acknowledged before me on February 24, 2015, by Robert E. Hebert, Fort Bend County Judge.

*Luisa Maria Bowers*  
Notary Public, State of Texas

(NOTARY PUBLIC)



**EXHIBIT "E"**

**AGREEMENT FOR THE  
DURATION, RATE AND ALLOCATION OF SALES AND USE TAX  
FOR FORT BEND COUNTY ASSISTANCE DISTRICT NO. 6**

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

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. 6 (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 \_\_\_\_\_, 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 June 16, 2034 (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 THEREOF, the Parties have executed this agreement in multiple counterparts, each of which shall be deemed to be an original.



FORT BEND COUNTY, TEXAS

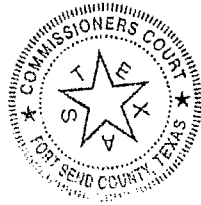
By: *Robert Hebert*  
Robert Hebert, Judge

Date: 12-10-2013

ATTEST: *Dianne Wilson*  
Dianne Wilson  
County Clerk

APPROVED AS TO FORM:  
*Henry D. Grace* County Attorney

FORT BEND COUNTY ASSISTANCE  
DISTRICT NO. 6



By: *Robert E. Hebert*

Title: Robert E. Hebert, Director

Date: 12-10-13

ATTEST:

By: *Dianne Wilson*

Title: Dianne Wilson, County Clerk

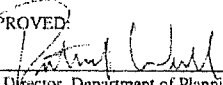
CITY OF HOUSTON, TEXAS

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

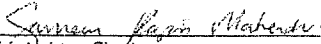
ATTEST:

By: \_\_\_\_\_  
City Secretary

APPROVED:

By:  \_\_\_\_\_  
Director, Department of Planning and Development

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Senior Assistant City Attorney  
L.D. File No. 0611300095001

COUNTERSIGNED:

By: \_\_\_\_\_  
City Controller

DATE COUNTERSIGNED: \_\_\_\_\_