

Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- (✓) Funds have been encumbered out of funds previously appropriated for such purpose.
- () Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- () Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- () No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- () The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- () A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated herein by this reference.
- () Other - Grant Funds Available

Date: 8-18, 2020 City Controller of the City of Houston, Texas

FUND REF: 8505-200-520141 AMOUNT: 3,200,000.00 ENCUMB. NO.: 4-9526

DE OA-46-16193

City of Houston, Texas Ordinance No. 2020-708

AN ORDINANCE APPROVING AND AUTHORIZING A WASTEWATER TREATMENT CAPACITY LEASE AGREEMENT BETWEEN THE CITY OF HOUSTON AND GENERATION PARK MANAGEMENT DISTRICT FOR WASTEWATER TREATMENT SERVICES (FUNDING APPROVED BY ORDINANCE 2019-529) FOR THE NORTHEAST WATER PURIFICATION PLANT EXPANSION; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

WHEREAS, the City owns and operates the Northeast Water Purification Plant (NEWPP) with the cost participation of the Water Authorities (North Harris County Regional Water Authority, Central Harris County Regional Water Authority, North Fort Bend Water Authority, and Central Harris County Regional Water Authority); and

WHEREAS, the NEWPP will be expanded to an operating capacity of at least 320 MGD; therefore, the City and the Water Authorities will need additional wastewater treatment capacity of approximately 141,000 gallons per day to accommodate the increased water production capacity at the NEWPP; and

WHEREAS, the City negotiated a Wastewater Treatment Capacity Lease contract with Generation Park Management District to provide the necessary wastewater treatment capacity for a ten-year term; and

WHEREAS, on July 10, 2019, City Council passed Ordinance No. 2019-529 authorizing the appropriation of \$3,200,000.00: \$512,000.00 from Fund 8506 – HPW-NEWPP Construction Fund and \$2,688,000.00 from Fund 8505 – Water Authorities Capital Contrib-NEWPP Fund for capital and operating costs over the 10 year lease for wastewater treatment services at the Generation Park Management District Wastewater Facility.

NOW, THEREFORE,

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

Section 1. The City Council hereby approves and authorizes the contract, agreement or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor, or, in the absence of the Mayor, the Mayor Pro Tem is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary, or in the absence of the City Secretary, any Assistant City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 3. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 4. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its

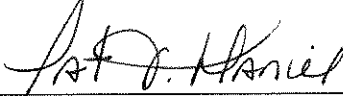
passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

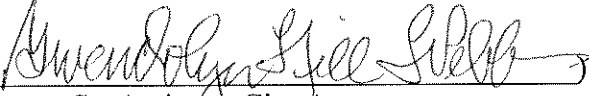
PASSED AND ADOPTED this 19th day of August, 2020.

APPROVED this _____ day of _____, 20____.

Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is AUG 25 2020.


City Secretary

(Prepared by Legal Dept. 
(GHW/dg 7/2/2020) Sr. Assistant City Attorney
(Requested by Carol Ellinger Haddock, P.E., Director, Houston Public Works)
(L.D. File No. 0802000051001)

CAPTION PUBLISHED IN DAILY COURT
REVIEW
DATE: **AUG 25 2020**

AYE	NO	
✓		MAYOR TURNER
....	COUNCIL MEMBERS
✓		PECK
✓		DAVIS
✓		KAMIN
✓		EVANS-SHABAZZ
✓		MARTIN
✓		THOMAS
✓		TRAVIS
✓		CISNEROS
✓		GALLEGOS
✓		POLLARD
✓		MARTHA CASTEX-TATUM
✓		KNOX
✓		ROBINSON
✓		KUBOSH
ABSENT-ON PERSONAL BUSINESS		PLUMMER
✓		ALCORN
CAPTION	ADOPTED	

WASTEWATER TREATMENT CAPACITY LEASE AGREEMENT
BETWEEN GENERATION PARK MANAGEMENT DISTRICT AND
THE CITY OF HOUSTON, TEXAS

This WASTEWATER TREATMENT CAPACITY LEASE AGREEMENT (this "Agreement") is made and entered into as of the date countersigned by the City Controller, (the "Effective Date"), by and between GENERATION PARK MANAGEMENT DISTRICT ("GPMD"), a political subdivision of the State of Texas organized under Article XVI, Section 59 of the Constitution of the State of Texas and operating pursuant to and governed by the provisions of Chapter 3916, Texas Special Districts Local Laws Code, as amended (the "Act"), and the CITY OF HOUSTON (the "City"), a municipal corporation and home rule city of the State of Texas, principally situated in Harris County, acting by and through its City Council. GPMD and the City are each individually at times referred to herein as a "Party" and, collectively, as the "Parties."

RECITALS

A. The City owns and operates a surface water purification plant located on those certain 11.9829 acre and 226.9261 acre tracts of land more particularly described on **Exhibit "A"** attached hereto (collectively, the "NEWPP Tract") on which the City has constructed and is currently expanding its Northeast Water Purification Plant (the "NEWPP").

B. GPMD was created and organized for the purpose, among others, of protecting, preserving, and restoring the purity and sanitary condition of water within the State of Texas. The City, through its City Charter, was organized for the purpose, among others, of performing and rendering public services. GPMD, through the Act, and the City, through its Charter and its Code of Ordinances, are empowered to collect, transport, process, dispose of, and control

domestic and commercial wastes.

C. GPMD has: (i) constructed a system for the transportation, collection, and treatment of wastewater within its boundaries (together with any extensions thereof and additions thereto, the "GPMD System"), and (ii) engaged IDS Engineering Group, Inc. ("GPMD's Engineer") to provide professional engineering services relative to the GPMD System.

D. Pursuant to that certain Lease Agreement with Option to Purchase by and between GPMD and AUC Group, Inc. (the "Lessor"), dated as of May 31, 2019 (the "Lease"), GPMD currently leases and operates the wastewater treatment plant located 13140 Lockwood Road in Harris County, Texas (the "GPMD Plant") pursuant to Texas Pollutant Discharge Elimination System ("TPDES") Permit No. WQ0014625001 (as amended and/or renewed from time to time, the "GPMD Permit") issued by the Texas Commission on Environmental Quality (the "TCEQ").

E. The GPMD Plant is currently capable of treating 250,000 gallons per day ("gpd") of wastewater, average daily flow, and is currently being expanded to be able to treat 375,000 gpd of wastewater, average daily flow, upon completion of said expansion (the "Initial Maximum Plant Capacity").

F. GPMD currently has issued or anticipates issuing commitments for approximately 291,000 gpd of wastewater treatment capacity in the GPMD Plant (the "GPMD Capacity") to serve ongoing and projected development in the areas of Generation Park West and adjacent tracts within GPMD's jurisdictional boundaries prior to the completion of the Expansion Improvements (hereinafter defined).

G. The City has requested to lease capacity in the GPMD Plant sufficient to treat up to 102,000 gpd of wastewater from the NEWPP Tract beginning on April 1, 2022 (the "Initial City Capacity Requirements"), increasing to up to 141,000 gpd of wastewater from the NEWPP

Tract beginning on January 1, 2023 (the "Ultimate City Capacity Requirements"), and continuing until January 1, 2033. The period from April 1, 2022 until January 1, 2033 is referred to herein as the "Initial Term".

H. The City has further requested the option to extend the term of the lease for up to five (5) years beyond the Initial Term. If the City exercises such extension option in accordance with Section 8.2 hereof, the period of extension is referred to herein as the "Extended Term". The Initial Term and the Extended Term, if any, are collectively referred to herein as the "Service Period".

I. Subject to the terms and conditions hereof, from April 1, 2022 until December 31, 2022, GPMD will provide the City with up to 102,000 gpd of capacity in the GPMD Plant (the "Initial City Capacity") and the City will pay its pro rata share of the operation and maintenance expenses of the GPMD Plant during such period to GPMD based upon the Initial City Capacity.

J. Subject to the terms and conditions hereof, from January 1, 2023 until the end of the Service Period, GPMD will provide the City with up to 141,000 gpd of capacity in the GPMD Plant (the "Ultimate City Capacity") and the City will pay its pro rata share of the operation and maintenance expenses of the GPMD Plant during such period to GPMD based upon the Ultimate City Capacity.

K. The total capacity required from the GPMD Plant to provide the GPMD Capacity together with the Ultimate City Capacity (together, the "Combined Capacity") will exceed the Initial Maximum Plant Capacity, and, therefore, the construction of improvements (the "Expansion Improvements") required to expand the capacity of the GPMD Plant to allow it to treat up to 640,000 gpd (the "Expansion") is necessary to provide the Combined Capacity throughout the Service Period. An estimated scope of the Expansion Improvements is attached

hereto as **Exhibit "B"**.

L. In anticipation of the construction of the Expansion, GPMD will file an application for a minor amendment to the GPMD Permit (the "Minor Amendment") with the TCEQ to amend the GPMD Permit to add an interim phase, which will allow GPMD to treat 640,000 gpd at the GPMD Plant (the "Required Permitted Capacity").

M. In order to treat up to 141,000 gpd of wastewater generated from the NEWPP, the City will construct a system for the collection and transportation of wastewater (together with any extensions thereof and additions thereto, the "City System") capable of delivering Wastewater from the NEWPP Tract to the GPMD Plant.

N. The Parties desire to enter into this Agreement to provide that: (i) the Parties will cooperate in all discussions and take all actions necessary to obtain the permit amendments required to provide the Required Permitted Capacity to serve both Parties during the Service Period by means of the Expansion, (ii) subject to completion of the Expansion Improvements, GPMD will provide the City with: (a) the Initial City Capacity from April 1, 2022 until December 31, 2022, and (b) the Ultimate City Capacity from January 1, 2023 until the end of the Service Period, (iii) the Parties will cooperate to construct the Expansion Improvements, at the cost and expense of the City, to provide the Combined Capacity throughout the Service Period, (iv) the City shall have the option to extend the term of the lease beyond the Initial Term for a period not to exceed five (5) years and establish lease payments for the Extended Term, if any, and (v) the City will pay its pro rata share of the operation and maintenance expenses of the GPMD Plant during the Service Period.

O. GPMD and the City have each determined that: (i) this Agreement and the goods and services to be provided hereunder substantially advance the legitimate interests and public

purposes of GPMD and the City, and (ii) GPMD and the City are authorized to enter into this Agreement pursuant to the Constitution and laws of the State of Texas.

AGREEMENT

NOW, THEREFORE, for and in consideration of these premises and the mutual agreements, covenants, benefits, and obligations set forth and contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties contract and agree as follows:

ARTICLE I

RECITALS; INTERPRETATION; PREPARATION

Section 1.1 Recitals. The recitals set forth above are declared true and correct and are hereby incorporated as part of this Agreement for all purposes.

Section 1.2 Titles, Headings, and Exhibits.

1.2.1 The titles, headings, and captions appearing in the articles of this Agreement and following each numbered section of this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement, or any provisions hereof, or in connection with the duties, obligations, or liabilities of the respective Parties hereto or in ascertaining intent, if any questions of intent should arise.

1.2.2 The exhibits attached hereto are incorporated as part of this Agreement for all purposes.

Section 1.3 Interpretation of Agreement.

1.3.1 This Agreement and all terms and provisions hereof shall be liberally

construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

1.3.2 Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and *vice versa*, and words of the singular number shall be construed to include correlative words of the plural number and *vice versa*. The word "include," and any of its derivatives, shall be interpreted as language of example and not of limitation, and shall be deemed to be followed by the words "without limitation," unless otherwise expressly provided herein. The word "shall" is mandatory and the word "may" is permissive.

1.3.3 The Parties agree that this Agreement shall not be construed in favor of or against a Party on the basis that the Party did or did not authorize this Agreement.

Section 1.4 Authorized Representatives. Upon the Effective Date of this Contract, the Authorized Representatives of the Parties to this Agreement shall be as designated in Article V hereof, entitled "Addresses; Notices; Approvals and Consents".

Section 1.5 Preparation Costs. The City shall pay to GPMD all attorneys' fees and engineering fees incurred by GPMD in connection with the preparation of this Agreement (the "Preparation Costs") within thirty (30) days upon receipt of an invoice or statement for same.

ARTICLE II WASTE DISCHARGE PERMIT

Section 2.1 Cooperation. The Parties, in accordance with the terms and conditions of this Article II, shall use all reasonable efforts and take all actions reasonably necessary to cooperate in the preparation and submission of all TPDES permit amendments, including the Minor Amendment, required to: (i) provide the Required Permitted Capacity for the GPMD Plant

to ensure provision of the Combined Capacity throughout the Service Period by means of the Expansion, and (ii) otherwise fulfill the purposes of this Agreement.

Section 2.2 Costs and Expenses. The costs and expenses of all actions required by this Article II, including the costs and expenses of the preparation and submission to the TCEQ of applications for the Minor Amendment, as well as any other required permits, permit amendments, or regulatory approvals necessary to provide the Combined Capacity throughout the Service Period, shall be paid by the City, either directly or through reimbursement to GPMD for same.

Section 2.3 Minor Amendment. As soon as reasonably practicable, GPMD shall submit an application to the TCEQ for the Minor Amendment. The application for the Minor Amendment shall be prepared by GPMD's Engineer. As between the Parties, GPMD shall be responsible for obtaining all required permits for the operation of the GPMD Plant and achieving compliance with any state or federal law, and any permits, rules, orders, or regulations issued or adopted from time to time by regulatory authorities having jurisdiction relating to the operation of the GPMD Plant, subject to the provisions of this Article II. Subject to the City's timely compliance with its requirements and obligations set forth herein, GPMD shall use reasonable efforts to timely obtain all regulatory approvals in order to effectuate this Agreement and to provide waste disposal service to the City as specified herein.

Section 2.4 Upgrades to the GPMD Plant. The Parties shall cooperate in connection with all requirements related to the GPMD Permit relative to the GPMD Plant. Any modifications or upgrades to the GPMD Plant to allow it to operate within the requirements of the GPMD Permit during the Service Period, whether such upgrades must be made before or during the Service Period in order to provide any or all of the Initial City Capacity or the

Ultimate City Capacity, shall be at the sole cost and expense of the City.

ARTICLE III
LEASE OF WASTE DISPOSAL CAPACITY; REQUIREMENTS; AND PAYMENTS

Section 3.1 Capacity. Pursuant to the terms and conditions of this Article III, GPMD shall provide: (i) the Initial City Capacity in the GPMD Plant to the City from April 1, 2022 until December 31, 2022, and (ii) the Ultimate City Capacity in the GPMD Plant to the City from January 1, 2023 until the end of the Service Period. Notwithstanding anything to the contrary herein, the Parties acknowledge and agree that GPMD's ability, and, therefore, its obligation, to provide the Initial City Capacity and the Ultimate City Capacity is dependent upon the timely completion of the Expansion Improvements. In no event shall the City be entitled to the Initial City Capacity or the Ultimate City Capacity until the Expansion Improvements are complete and the Minor Amendment is obtained.

Section 3.2 Point of Discharge. The point of discharge of wastewater from the City System to the GPMD Plant (the "Point of Discharge") shall be determined by the City, subject to the approval of GPMD's Engineer.

Section 3.3 Title to and Responsibility for Wastewater. Title to and possession and control of wastewater shall remain with the City until it passes through the Point of Discharge, where title to and possession and control of such wastewater shall pass from the City to GPMD.

Section 3.4 Responsibilities of the Parties.

3.4.1 GPMD shall be solely responsible for the operation of the GPMD Plant in accordance with the Regulatory Requirements (defined in Section 3.5) during the Service Period.

3.4.2 GPMD shall have no responsibility or liability arising out of the operation

or maintenance of the City System or any other facilities constructed by the City to collect and transport wastewater from the NEWPP Tract to the Point of Discharge.

3.4.3 The City shall be responsible for any and all claims, penalties, fines, liabilities, or judgments arising out of or related to its discharge of wastewater from the City System to the Point of Discharge and the treatment of such wastewater by the GPMD Plant during the Service Period, including, fines or penalties for violations or alleged violations of the GPMD Permit (to the extent such claims, penalties, fines, liabilities, or judgments can be determined to be arising out of or related to the discharge of wastewater from the City System to the Point of Discharge).

3.4.4 The City shall be responsible, at its cost, for installing a meter (the "Meter") at the Point of Discharge (or such other location on the City System which has been approved by GPMD's Engineer) and shall be responsible for arranging for the annual testing and, if necessary, repair or replacement of the Meter such that it measures the amount of wastewater flowing through the Point of Discharge within a range of accuracy of 98% to 102%. The City shall provide the District with a copy of the annual Meter testing report by February 1st of each calendar year within the Service Period. Upon the expiration of the term of this Agreement or its earlier termination in accordance with the terms hereof, the City shall have sole ownership and may remove the Meter.

Section 3.5 Quality of Wastewater. The wastewater transported through the City System to the Point of Discharge for treatment at the GPMD Plant shall comply with all applicable requirements and provisions of any state or federal law, and any permits, rules, orders, or regulations issued or adopted from time to time by any state, federal, local, or other regulatory

authority having jurisdiction, including GPMD, concerning: (i) wastewater collection and treatment, (ii) wastewater quality and condition, including any industrial waste pretreatment requirements, or (iii) the design and construction of the GPMD System and the City System (the "Regulatory Requirements"). GPMD shall not be obligated to accept wastewater from the City which does not comply with the requirements of this Section 3.5.

Section 3.6 Design and Construction of the Expansion Improvements Generally.

3.6.1 Upon completion of construction, the Expansion Improvements shall become a part of the GPMD Plant.

3.6.2 As among the Parties, GPMD shall be responsible for the design and construction of the Expansion Improvements. The Expansion Improvements shall be constructed, and all equipment, materials, and supplies required in connection with the construction of the Expansion Improvements shall be acquired, in the name of GPMD or the Lessor, as applicable. The Expansion Improvements shall be installed, construction contracts shall be awarded, and payment and performance bonds obtained in the name of GPMD and in accordance with the Act, and in full compliance with the rules and regulations of the Texas Commission on Environmental Quality (the "TCEQ"), and any other agencies having jurisdiction.

3.6.3 To the extent necessary, GPMD shall enter into an amendment to the Lease to account for the construction, installation and incorporation of the Expansion Improvements (the "Amendment").

Section 3.7 Expansion Improvement Costs.

3.7.1 The City shall pay for all of the costs of the design and construction of the Expansion Improvements, including the costs of the Amendment (if necessary), (the "Expansion Improvement Costs") pursuant to the terms and conditions of this Article III.

3.7.2 The City shall be responsible for depositing the Escrowed Amount (defined in Section 3.9.4 below) into escrow with GPMD such that GPMD may fund the design and construction of the Expansion Improvements. GPMD shall place the Escrowed Amount into a special account of GPMD (the "Escrow Account"), kept separate from all other accounts and funds of GPMD, and administered pursuant to Section 3.10 of this Agreement.

Section 3.8 Design of the Expansion Improvements. Within thirty (30) days of the Effective Date, GPMD's Engineer shall provide a good faith estimate of the cost of the engineering design component of the Expansion Improvement Costs and, if necessary, the Amendment (the "Design and Amendment Estimate") to the City. Within thirty (30) days of receipt of the Design and Amendment Estimate, the City shall escrow the full amount of the Design and Amendment Estimate with GPMD (the "Initial Deposit"). Upon receipt of the Initial Deposit, GPMD shall, as soon as reasonably practicable, enter into the Amendment (if necessary) and, immediately thereafter, instruct GPMD's Engineer to commence design of plans and preparation of specifications for the construction of the Expansion Improvements (the "Plans"). Upon completion of the Plans, GPMD shall cause GPMD's Engineer to submit the Plans to the City for review and approval. The City shall review and approve the Plans as quickly as possible, but in no event later than thirty (30) days following of its receipt of same.

Section 3.9 Construction of the Expansion Improvements.

3.9.1 Within thirty (30) days after the Plans have been approved by the City and

all regulatory agencies with jurisdiction, GPMD shall advertise the construction of the Expansion Improvements for bids and shall cause GPMD's Engineer to recommend an award. The Parties agree that early completion incentives in the bid specifications for the Expansion Improvements and the Construction Contract (hereinafter defined) if GPMD's Engineer reasonably determines same is necessary or appropriate in connection with the anticipated project completion dates contemplated herein.

3.9.2 Subject to GPMD's receipt of the Construction Contract Amount from the City in accordance with Section 3.9.4, award of the construction contract for the Expansion Improvements (the "Construction Contract") shall be approved by the Board of Directors of GPMD (the "Board").

3.9.3 GPMD expressly reserves the right to complete the construction of the Expansion Improvements under a contract that may additionally provide for the construction of other water, sanitary sewer, and drainage facilities, recreational facilities and/or paving improvements (the "Other Improvements"); provided, however, in such case: (i) the City shall not be responsible for the cost of design or construction of the Other Improvements, and (ii) general costs of contracting (such as advertising, mobilization, cost of payment and performance bonds) shall be apportioned between GPMD and the City based upon the relative percentages of the Expansion Improvements and the Other Improvements.

3.9.4 Within five (5) business days of opening bids for the construction of the Expansion Improvements, GPMD shall provide to the City a bid tabulation and GPMD's Engineer's recommendation of award of the Construction Contract. Within thirty (30) days of the City's receipt of the bid tabulation and recommendation of award, the City shall escrow with GPMD the amount of the Construction Contract (or portion thereof in accordance with Section

3.9.3 above), plus a contingency in the amount of five percent (5%) thereof (the "Construction Contract Amount," and together with the Initial Deposit and any Supplemental Deposits (defined in Section 3.10.2 below), the "Escrowed Amount"). GPMD shall be under no obligation to award the Construction Contract until the Construction Contract Amount is received from the City.

3.9.5 GPMD's Engineer shall act as project engineer and recommend approvals of pay estimates and change orders to GPMD, which pay estimates and change orders will be subject to approval by the GPMD Board. GPMD shall take all appropriate actions to ensure that the Expansion Improvements are constructed in a good and workmanlike manner with all reasonable diligence.

3.9.6 Upon the date GPMD's Engineer issues a Certificate of Completion relative to the Expansion Improvements (the "Expansion Improvements Completion Date"), GPMD shall own the Expansion Improvements for all purposes, and the City shall have no interest in any portion of the GPMD Plant, including the Expansion Improvements, except the right of use of the Initial City Capacity and Ultimate City Capacity during the Service Period. Upon request, the City shall execute and deliver to GPMD such documents as GPMD, in its discretion, determines are necessary to evidence sole and clear title in GPMD (as among the Parties hereto or anyone claiming an interest in the GPMD Plant, including the Expansion Improvements, by, through or under the City) in and to the GPMD Plant, and GPMD shall be entitled to record same in the Official Real Property Records of Harris County. The City's obligation to execute and deliver such documents shall survive the termination of this Agreement.

Section 3.10 Administration of the Escrow Account; Payment of Pay Estimates.

3.10.1 The funds on deposit in or to the credit of the Escrow Account shall be withdrawn and used by GPMD solely to pay for the Amendment (if necessary) and the engineering, management, and construction of the Expansion Improvements by GPMD.

3.10.2 If the City is requested in writing by GPMD to escrow additional funds ("Supplemental Deposits") required to pay change orders or to otherwise complete the design and construction of the Expansion Improvements, such Supplemental Deposits shall be provided by the City to GPMD within thirty (30) days of the written request therefor, and then deposited in and withdrawn from the Escrow Account. Any request from GPMD for a Supplemental Deposit shall include reasonable documentation to establish that the additional funds being requested are reasonably required to complete the design and construction of the Expansion Improvements.

3.10.3 GPMD shall remit all excess funds on deposit in or for the benefit of the Escrow Account that have not been used for the Expansion Improvements, plus any accrued interest earned on amounts in the Escrow Account, to the City within thirty (30) days of the Expansion Improvements Completion Date.

Section 3.11 Operation and Maintenance Expenses.

3.11.1 The City shall pay the City's Proportionate Share (defined in Section 3.12) of the Operation and Maintenance Expenses to GPMD pursuant to the terms and conditions of this Article III for each calendar month of the Service Period.

3.11.2 "Operation and Maintenance Expenses" shall include all fixed and variable expenses of operating and maintaining the GPMD Plant, including all costs of the Lease, meters, site maintenance, repairs or replacement of non-expendable equipment or materials, insurance,

bookkeeping, engineering, auditing, any fixed monthly operating fee(s), costs of chemicals, power, materials, supplies, repairs or replacement of expendable equipment or materials, wastewater disposal charges or assessments, sludge hauling, and any other items and expenses of a like nature reasonably required or desirable for the efficient operation and maintenance of the GPMD Plant.

Section 3.12 City's Proportionate Share. "City's Proportionate Share" of the Operation and Maintenance Expenses shall be calculated (as also shown in Table 1 below) by: multiplying the total Operation and Maintenance Expenses for the applicable month by the following percentage: (i) for the period during which GPMD is providing the Initial City Capacity in the GPMD Plant to the City, the percentage will be calculated by dividing the Initial City Capacity (102,000 gpd) by the total capacity capable of being served by the GPMD Plant in the applicable calendar month, and (ii) for the period during which GPMD is providing the Ultimate City Capacity in the GPMD Plant to the City, the percentage will be calculated by dividing the Ultimate City Capacity (141,000 gpd) by the total capacity capable of being served by the GPMD Plant in the applicable calendar month.

TABLE 1 City's Proportionate Share of the Operation and Maintenance Expenses (In the applicable calendar month)	
<u>From April 1, 2022 to December 31, 2022</u> <i>(Projected to be 15.9%)</i>	
Initial City Capacity (102,000 gpd)	= ___%
Total capacity of the GPMD Plant (Projected to be 640,000 gpd upon completion of the Expansion Improvements)	
<u>From January 1, 2023 to the end of the Service Period</u> <i>(Projected to be 22.0%, percentage to change if overall capacity of GPMD Plant changes)</i>	
Ultimate City Capacity (141,000 gpd)	= ___%
Total capacity of the GPMD Plant (Projected to be 640,000 gpd upon completion of the Expansion Improvements)	

Section 3.13 Administrative Fee. In consideration of the administrative costs incurred by GPMD in the operation of the GPMD Plant that are not otherwise captured by the provisions herein relating to Operation and Maintenance Expenses, the City agrees to pay to GPMD, on a monthly basis throughout the Service Period, an amount equal to ten percent (10%) of the City's Proportionate Share for the applicable period (the "Administrative Fee").

Section 3.14 Billing and Payment. GPMD shall render bills each month to the City, or its designated representative, for the City's Proportionate Share of Operation and Maintenance Expenses incurred during the preceding calendar month plus the Administrative Fee, and such bills shall be due and payable to GPMD thirty (30) days after such bill is deposited into the United States mail properly stamped and addressed. The bills will include copies of all invoices and other documentation in support of Operation and Maintenance Expenses. The Parties acknowledge and agree that GPMD may not have received all invoices relating to Operation and Maintenance Expenses for a particular month in sufficient time to prepare and render bills in any given month for Operation and Maintenance Expenses in the preceding calendar month. The Parties agree, however, that GPMD shall render bills for any given month at the earliest practicable time.

Section 3.15 Capital Improvements, Repairs and Replacements. The Parties agree that the cost of any improvements to the GPMD Plant during the Service Period, whether through addition, modification, enlargement, upgrade, reconfiguration, repair or replacement of equipment and/or appurtenances, that are: (i) necessary for the GPMD Plant to continue to operate in compliance with applicable regulatory requirements, or (ii) a result of site or equipment damage failure or breakdown, shall be apportioned between GPMD and the City based upon their respective capacity allocations in the GPMD Plant at the time of the construction of the improvements and shall be billed to the City as part of the City's

Proportionate Share of Operation and Maintenance Expenses; provided, however, the cost of the Expansion Improvements shall not be subject to the this Section 3.15 and shall be the sole responsibility of the City. GPMD shall provide documentation to the City for any improvements covered by this Section 3.15 which establishes: (i) the necessity for the improvements, as determined by GPMD's Engineer, (ii) the connection of the improvements to the operation of the GPMD Plant, in general, and/or to providing the Initial City Capacity or the Ultimate City Capacity, as appropriate, in particular, and (iii) that GPMD has complied with applicable procurement requirements, including solicitation or advertisement of bids, if and as applicable. Any additions, modifications, enlargements, upgrades, reconfigurations or replacements to the GPMD Plant during the Service Period to create additional capacity in excess of the capacity existing upon completion of the Expansion Improvements shall be at the cost and expense of GPMD and the City shall have no rights in or to that additional capacity.

Section 3.16 Delinquency in Payment. The City shall pay interest on its past due payments under this Agreement at the rate of ten percent (10%) per annum, together with reasonable attorneys' fees and costs incurred in the collection thereof. Except for amounts for which the City has provided a Notice of Dispute in accordance with Section 3.17, if the City fails to pay any payments due under this Agreement on or before their due date, GPMD may give notice of such delinquent bills to the City in writing, and if all payments due and unpaid are not paid within thirty (30) days after the date of such notice sent by United States mail, properly stamped and addressed to the City, then GPMD shall be authorized to institute legal proceedings for the collection thereof and to pursue any remedies, at law or in equity (other than termination of service), until all bills have been paid in full.

Section 3.17 Payment Disputes. In the event the City disputes any amounts invoiced by

GPMD for the City's Proportionate Share of Operation and Maintenance Expenses under this Agreement, the City shall: (i) notify GPMD in writing within ten (10) days of its receipt of the invoice of the specific amounts it disputes and the reason it disputes such amount (a "Notice of Dispute"), and (ii) pay all non-disputed amounts by the applicable due date. The Parties shall work diligently to resolve such disputes, first through negotiations between the Parties. If such negotiations are not successful in resolving the dispute within thirty (30) days of the date of the invoice, either Party shall be authorized to institute legal proceedings to pursue its claims regarding the disputed amount and to pursue any remedies, at law or in equity (other than termination of service), until all bills have been paid in full.

Section 3.18 Payments Unconditional. Except as provided above with respect to disputed amounts of the City's Proportionate Share of Operation and Maintenance Expenses, all sums payable under this Article III shall be paid by the City without set-off, discount, counterclaim, abatement, suspension, or diminution. If the City disputes the amount to be paid, and if it is subsequently determined by agreement or court decision that such disputed payment should have been less, GPMD will then make proper adjustments so that the City will receive a refund of its over-payments plus any interest actually collected by GPMD on said over-payment.

Section 3.19 Budget. GPMD shall prepare and approve an annual budget for the Operation and Maintenance of the GPMD Plant for each fiscal year of GPMD during the Service Period, which fiscal year currently ends on April 30, but is subject to change, no later than the end of each fiscal year during the Service Period, which budget shall be based upon the estimates of the GPMD Engineer, the GPMD System operator, past operating experience, and related data on the Operation and Maintenance Expenses. GPMD shall provide a copy of the proposed budget to the City not less than 30 days before it is expected to be presented to the Board of

Directors of GPMD for consideration. On behalf of the City, the Director, or the Director's designee, shall have the opportunity to review and comment on the proposed budget before it is presented to the Board, which City review and comment will not be unreasonably delayed or withheld. GPMD shall provide a copy of the adopted annual budget to the City within 30 days of its approval by the Board of Directors of GPMD.

Section 3.20 Insurance. Throughout the Service Period, GPMD shall maintain insurance in accordance with the City's requirements as set out below.

3.20.1 GPMD represents to the City that, as of the Effective Date, it does not have any employees, and, therefore, does not maintain Worker's Compensation insurance. In the event GPMD directly employs any individual during the Service Period, GPMD shall provide the Director with either a statement of self-insurance or a certificate of commercial insurance for Worker's compensation coverage in accordance with statutory requirements.

3.20.2 GPMD shall maintain a policy of commercial insurance or self-insure for all claims falling within the Texas Tort Claims Act.

3.20.3 GPMD shall maintain a policy of commercial insurance for automobile insurance with minimum coverage of \$500,000 per occurrence for bodily injury or death and \$100,000 for injury to or destruction of property. Said insurance will be issued by a company that the State Board of Insurance has authorized to do business in Texas, and will name the City as an additional insured.

3.20.4 Before performing any service under this Agreement, GPMD will provide to the Director either a statement of self-insurance or a certificate of commercial insurance evidencing the coverages in subsections 3.20.2 and 3.20.3.

3.20.5 GPMD shall ensure that each of its policies of insurance required by subsections 3.20.2 and 3.20.3 contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees.

Section 3.21 Uninsured Losses; Repairs. In the event of any insured loss or damage to the GPMD Plant during the Service Period, GPMD covenants that it will apply the proceeds of the insurance policies covering such loss or damage solely to the costs of reconstruction or repair of the destroyed or damaged portion of the GPMD Plant. GPMD covenants that it will begin such work or reconstruction or repair promptly after such loss or damage shall occur and will continue and properly complete the same as expeditiously as possible and will pay, or cause to be paid, all costs and expenses in connection therewith out of the insurance proceeds to the extent insurance proceeds are available. Any insurance proceeds remaining after the completion of and payment for any such reconstruction or repairs shall be deposited to the credit of GPMD's Operating Account. If the insurance proceeds are not sufficient to complete such reconstruction or repairs, each Party shall pay its share of the deficiency on the basis of each Party's proportionate allocation of capacity within the GPMD Plant during the Service Period. The City shall pay such amounts to GPMD within thirty (30) days following the date of an invoice therefor from GPMD.

ARTICLE IV FORCE MAJEURE

Section 4.1 Timely Performance. Timely performance by both Parties is essential to this Agreement. However, neither Party is responsible for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts the City or GPMD. The event of Force Majeure may permit a reasonable delay in

performance, but does not excuse a Party's obligations to complete performance under this Agreement. Force Majeure does not entitle GPMD or the City to any additional reimbursable expenses.

Section 4.2 Definition. Force Majeure means: strikes, lockouts or other industrial or labor disturbances, fires, interruption of utility services, epidemics, lightning strikes, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, breakage or accidents to machinery or pipelines, war, terrorist acts against the City or GPMD, riots, court orders, the acts of superior governmental or military authority, and any other incapacities of either Party similar to those enumerated and which the affected party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical. Force Majeure does not entitle GPMD to extra payment, nor does it excuse the City from timely complying with any of its payment obligations hereunder.

Section 4.3 Requirements for Relief. Relief resulting from an act of Force Majeure is not applicable unless the affected Party does the following:

4.3.1 uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and

4.3.2 provides the other Party with prompt written notice of the cause and its anticipated effect.

Section 4.4 Duration. In the event an event of Force Majeure continues for longer than ten (10) days, the Parties shall use all reasonable efforts to meet and agree upon temporary

measures or procedures to facilitate the provision of the services contemplated by this Agreement for the duration of the condition that caused the delay in performance for which the event of Force Majeure is claimed.

ARTICLE V ADDRESSES; NOTICES; APPROVALS OR CONSENTS

Section 5.1 Addresses. Until GPMD is otherwise notified in writing by the City, the address of the City for notice is and shall remain as follows:

Houston Public Works
Attn: Director
611 Walker, 25th Floor
Houston, Texas 77002
Email address: PublicWorks@houstontx.gov

With copy to:

City of Houston
Legal Department
900 Bagby St.
Houston, Texas 77002
Attention: Gwen Webb
Phone: (832) 393-6491
Email address: Gwen.Webb@houstontx.gov

Until the City is otherwise notified in writing by GPMD, the address of GPMD for notice is and shall remain as follows:

Generation Park Management District
c/o Schwartz, Page & Harding, L.L.P.
1300 Post Oak Boulevard, Suite 1400
Houston, Texas 77056
Attention: Daniel Ringold
Phone: (713) 623-4531
Email address: dringold@sphllp.com

Section 5.2 Notices. All written notices required or permitted to be given under this Agreement from one Party to the other shall be given by (i) electronic mail to the other Party at the electronic mail address set forth above, with a hard copy of same mailed within forty-eight (48) hours by certified mail (return receipt requested), with proper postage affixed thereto and addressed to the other Party at the address set forth above or at such other address as the other Party may designate by written notice, or (ii) by the mailing of same by certified mail (return receipt requested) with proper postage affixed thereto and addressed to the other Party at the address set forth above or at such other address as the other Party may designate by written notice. Notice by electronic mail only shall be effective upon actual receipt, but not later than the date of actual delivery of same by certified mail, as reflected on the corresponding return receipt. Notice by certified mail shall be effective when actually received, as reflected on the corresponding return receipt. Notices required under this Agreement sent by U.S. Mail as specified herein must also be simultaneously transmitted by electronic mail to the other Party.

Section 5.3 Approvals or Consent.

5.3.1 Whenever this Agreement requires or permits approval or consent to be given by either Party, the Parties agree that such approval or consent shall not be unreasonably withheld, conditioned, or delayed.

5.3.2 Unless otherwise expressly provided for herein, any consent or approval of the Parties shall be evidenced by an ordinance, order, or resolution duly adopted by the governing body of the Party, or an appropriate certificate executed by an individual duly authorized to determine and give such approval or consent on behalf of the Party pursuant to an

ordinance, resolution, or other appropriate instrument adopted by the governing body or managing authority of such Party.

5.3.3 Subject to applicable law, from and after the Effective Date of this Agreement, decision-making authority of the City regarding the terms and conditions of this Agreement shall vest in the Director as defined herein above, and any approvals or consents of the City required under this Agreement may be given by the Director unless inconsistent with the City Charter or the City Code of Ordinances.

ARTICLE VI REPRESENTATIONS AND WARRANTIES

Section 6.1 GPMD. GPMD represents and warrants to the City that, as of the Effective Date:

6.1.1 It is a political subdivision duly organized, validly existing, and operating under the laws of the State of Texas;

6.1.2 It has full power, authority, and legal right to execute and deliver this Agreement and to perform and observe the terms and provisions hereof;

6.1.3 The form, execution, delivery, and performance by GPMD of this Agreement have been duly authorized by all necessary action and does not violate or contravene any law or any order of any court or governmental agency or any agreement or other instrument to which GPMD is a party or by which it or any of its properties may be bound; and

6.1.4 This Agreement is a legal, valid, and binding obligation of GPMD enforceable against GPMD in accordance with its terms, except that enforceability of GPMD's

obligations hereunder may be limited by bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights in general and is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 6.2 City. The City represents and warrants to GPMD that, as of the Effective Date:

6.2.1 It is a home rule city duly organized, validly existing, and operating under the laws of the State of Texas;

6.2.2 It has full power, authority, and legal right to execute and deliver this Agreement and to perform and observe the terms and provisions hereof;

6.2.3 The form, execution, delivery, and performance by the City of this Agreement have been duly authorized by all necessary action and do not violate or contravene any law or any order of any court or governmental agency or any agreement or other instrument to which the City is a party or by which it or any of its properties may be bound; and

6.2.4 This Agreement is a legal, valid, and binding obligation of the City enforceable against the City in accordance with its terms, except that enforceability of the City's obligations hereunder may be limited by bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights in general and is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

ARTICLE VII BREACH, NOTICE, AND REMEDIES

Section 7.1 Breach of Agreement. The Parties have entered into this Agreement in

good faith and in the belief that it is mutually advantageous. It is with that same spirit of cooperation that they pledge to attempt to resolve any dispute amicably without the necessity of litigation. In the event that one Party believes that the other Party has, by act or omission, breached this Agreement, the provisions of this Article VII shall provide the exclusive remedies for such default.

Section 7.2 Notice of Default.

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

7.2.2 The aggrieved Party shall determine: (i) whether a failure by a Party to comply with this Agreement has occurred, (ii) whether such failure is excusable, and (iii) whether such failure has been cured or will be cured by the alleged defaulting Party. The alleged defaulting Party shall make available to the aggrieved Party, if requested, any records, documents or other information reasonably necessary to make the determination.

7.2.3 In the event that the aggrieved Party determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the aggrieved Party, or that such failure is excusable, such determination shall conclude the matter.

7.2.4 If the aggrieved Party determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the alleged defaulting Party in a manner and in accordance with a schedule reasonably satisfactory to the aggrieved Party, then the aggrieved Party shall proceed to mediation under Section 5.3 of this Agreement.

Section 7.3 Remedies. The Parties do not intend hereby to specify, and this Agreement shall not be considered as specifying, an exclusive remedy for any default, but all remedies, other than termination, existing at law or in equity, including specific performance and mandamus, may be availed of by either Party hereto and shall be cumulative; provided, however, that except as otherwise provided in this Agreement, the Parties agree to participate in non-binding mediation as an initial manner of proceeding to settle any controversy, claim, or dispute arising out of or relating to this Agreement prior to taking other action authorized hereby.

Section 7.4 No Waiver. No waiver or waivers of any breach or default (or any breaches or defaults) by either Party of any term, covenant, condition, or liability hereunder, or of performance by the other Party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind under any circumstances.

Section 7.5 Applicable Law; Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas. The Parties consent to exclusive venue in a court of competent jurisdiction in Harris County, Texas.

ARTICLE VIII TERM AND TERMINATION

Section 8.1 Term of Agreement. This Agreement shall remain in full force and effect

from the Effective Date until the later to occur of: (i) the end of the Service Period or (ii) the date on which the City has paid in full all bills submitted in accordance with Article III of this Agreement.

Section 8.2 Option to Extend Lease Term. The City has the option, but not the obligation, to extend the term of its lease of the Ultimate City Capacity for up to five (5) years beyond the expiration of the Initial Term in accordance with the following terms and conditions and by timely complying with each of the following requirements:

8.2.1 To exercise the option to the extend its lease of the Ultimate City Capacity, the City shall deliver written notification to GPMD no later than January 1, 2029, which shall specify the period of time beyond the expiration of the Initial Term that the City elects to extend the lease (defined as the "Extended Term" in the recitals hereof),

8.2.2 For each year of the Extended Term, or any portion thereof, the City shall pay to GPMD an annual lease payment (the "Annual Lease Amount") based upon the following equation:

$$\text{Annual Lease Amount} = A \times 141,000 \text{ gpd}$$

For the purposes of the foregoing equation, $A = \$0.53$ per gpd of capacity leased by the City, increased annually beginning April 2, 2020 by the amount that the City increases its water and sewer rates within the applicable year. For purposes of calculating the Annual Lease Amount(s), the City shall provide GPMD with written notification of all increases to the City's water and wastewater rates occurring on or after the Effective Date not less than thirty (30) days prior to the effective date of the change.

8.2.3 The City's obligation to pay the Annual Lease Amount is in addition to the City's obligation to pay the City's Proportionate Share of the Operation and Maintenance Expenses in accordance with Section 3.12 hereof. The City's obligation to pay the Annual Lease Amount shall only apply during the Extended Term.

8.2.4 GPMD shall prepare and deliver an invoice to the City for the Annual Lease Amount not less than forty-five (45) days prior January 1 of each year of the Extended Term. The City shall pay the Annual Lease Amount for the each year of the Extended Term not later than January 1st of the applicable year (i.e. payment for the period from January 1, 2033 through December 31, 2033 is due by January 1, 2033).

8.2.5 In no event shall the Extended Term extend beyond January 1, 2038. In the event the City desires to lease capacity in the GPMD Plant on or after January 1, 2038, the Parties shall use good faith efforts to negotiate a lease for such time period, but neither Party is obligated hereby to enter into such a subsequent lease agreement.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9.1 Time of the Essence. Time is of the essence in all things pertaining to the performance of this Agreement.

Section 9.2 Agreement Subject to Laws and Regulations. This Agreement shall be subject to all present and future valid and applicable laws, orders, rules, and regulations of the United States of America, the State of Texas, and any regulatory body having jurisdiction, including the TCEQ.

Section 9.3 Parties in Interest. The Parties agree that there are no third-party

beneficiaries, express or implied, to this Agreement.

Section 9.4 Approvals by Parties. Except as otherwise provided herein, whenever this Agreement requires or permits approvals or consents to be hereafter given by a Party, each Party agrees that such approval or consent shall not be unreasonably withheld, conditioned, delayed, or denied. Such approval or consent may be evidenced by an order or orders, a resolution or resolutions, or other appropriate action adopted by the governing body of a Party, in a meeting held in compliance with applicable law, or by an appropriate certificate or other writing executed by a person, firm, or entity authorized to determine and give approval or consent on behalf of a Party. Such approval or consent shall be effective without regard to whether given before or after the time required herein.

Section 9.5 No Joint Venture, Partnership, or Agency. This Agreement shall not be construed as in any way establishing a partnership or joint venture, express or implied agency, or employer-employee relationship by and between the Parties.

Section 9.6 No Liability for Indebtedness. It is expressly understood and agreed that nothing in this Agreement has the effect of causing either Party to assume, guarantee, or become in any way liable for any bond, warrant, note, or other indebtedness or obligation of the other Party.

Section 9.7 Amendment; Modification. This Agreement may be amended or otherwise modified only by a written instrument executed by both of the Parties.

Section 9.8 Assignment. This Agreement shall bind and benefit the Parties and their respective successors and assigns. This Agreement may not be assigned in whole or in part without the prior written consent of the other Party.

Section 9.9 Other Contracts. GPMD reserves the right to enter into additional wastewater treatment agreements with other persons, corporations, partnerships, or political subdivisions of the State of Texas or any other entities; provided, however, GPMD shall not so agree with or commit to such persons or entities to such extent as to impair GPMD's ability to perform fully and punctually its obligations to the City under this Agreement.

Section 9.10 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 person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to any other persons or circumstances shall not be affected thereby.

Section 9.11 No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by a Party hereto of any term, covenant, condition, or liability hereunder, or the performance by a Party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

Section 9.12 Merger. This Agreement, together with the exhibits attached hereto and made a part hereof for all purposes, constitutes the entire agreement among the Parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and commitments between the Parties, whether oral or written, relating to same. Each Party expressly warrants that no statement, promise, covenant, agreement, warranty, or representation, other than those expressly provided in this Agreement, was made to or relied

upon by that Party.

Section 9.13 Further Documents and Acts. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and take such further actions as such may be reasonable and necessary in order to effectuate the terms of this Agreement.

Section 9.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

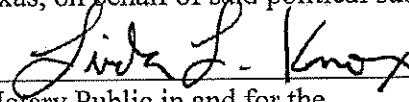
[Signature Pages Follow]

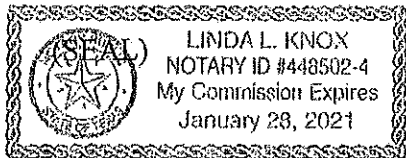
GENERATION PARK MANAGEMENT
DISTRICT

By: 
President, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 7th day of July, 2020, by Charles W. Neuhaus, President of the Board of Directors of Generation Park Management District, a political subdivision of the State of Texas, on behalf of said political subdivision.


Notary Public in and for the
State of TEXAS



CITY OF HOUSTON, TEXAS

By: _____

Sylvester Turner,
Mayor

Executed for and on behalf of City
pursuant to authority granted by
the City Council Ordinance
No. 2020-_____, passed on
_____, 2020, a
copy of which is attached hereto
for reference.

ATTEST/SEAL

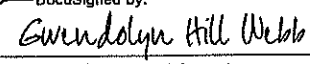
City Secretary

APPROVED:

DocuSigned by:


Director, Houston Public Works

APPROVED AS TO FORM:

DocuSigned by:


Sr. Assistant City Attorney
L.D. File No. B802000051001

COUNTERSIGNED:

City Controller

DATE COUNTERSIGNED: _____

LIST OF EXHIBITS

Exhibit "A" – Legal Description of the Northeast Water Purification Plant

Exhibit "B" – GPMD Engineer's Estimated Scope of Expansion Facilities

EXHIBIT "A"

Victor Blanco League Grant Survey
Abstract No. 2
Harris County, Texas

Tract 1
11.9829 Acre (521,974 Sq. Ft.)
Page No. 1 of 3

Metes and Bounds Description

Being a 11.9829 acre (521,974 square feet) tract of land situated in the Victor Blanco League Grant Survey, Abstract No. 2, Harris County, Texas, and being out of and a part of the remainder of a called 17.2363 acre tract (as Tract 4) as described in deed conveyed from Texas Commerce Bank National Association, as Trustee of Alexander Deussen, deceased; United States Public Health Service, Texas Commerce Bank National Association, as Trustee of Deussen McRae, deceased; Edward B. Rather, Jr.; Bethenia Morrow Rather Fuller; Nancy Bond Rather Kumpuris; Mary Rather and William B. Martin, trustee of William C. Morrow, deceased; Republicbank Waco N.A. and WM B. Martin, trustees for Mrs. J.O. Hamilton Trust for Mickey Lynn Smith; Republicbank Waco N.A. and WM. B. Martin as trustee for Mrs. J.O. Hamilton Trust for Juanita Hamilton; and Republicbank Waco N.A. and WM. B. Martin as trustees under Mrs. J.O. Hamilton Trust for Pamela Hamilton to City of Houston, dated March 25, 1983 and recorded under Harris County Clerk's File (H.C.C.F) No. H870227, Film Code No. 041-91-1850 of the Official Public Records of Real Property (O.P.R.O.R.P.), Harris County, Texas, and same being also described in a Deed recorded on March 25, 1983 and recorded under H.C.C.F. No. H870228, Film Code No. 041-92-1865 of the O.P.R.O.R.P., Harris County, Texas. Said 11.9829 acre of land being more particularly described by metes and bounds as follows:

POINT OF BEGINNING at a found a TxDOT Monument having the Texas State Plane Grid Coordinates of N=13,906,211.21 & E=3,170,043.30 found in the northeasterly Right-of-Way (R.O.W.) line of North Belt (R.O.W. Varies) as described in a deed recorded under Volume 3442, Page 506 of the H.C.D.R. and H.C.C.F. No. L510862, L446743 and L277249 and in the northwesterly line of Beaumont, Sour Lake and Western Railroad Company (150' wide at this location) as recorded under Volume 194, Page 58 of the H.C.D.R. and the northeast corner of a called 5.353 acre tract conveyed to State of Texas described in a deed recorded under H.C.C.F. No. L510862, same being the south corner of the herein described tract;

THENCE, North 50° 23' 29" West, along the northeasterly R.O.W. line of said North Belt, a distance of 300.13 feet to a 5/8 inch iron rod with cap stamped 'KUO' set for an angle point of the herein described tract;

THENCE, North 58° 03' 25" West, continuing along the northeasterly R.O.W. line of said North Belt, a distance of 301.60 feet to a found TxDOT Monument for the beginning of a non-tangent curve to the left;

THENCE, in a northwesterly direction, continuing along the northeasterly R.O.W. line of said North Belt being a curve to the left, an arc length of 477.39 feet through a central angle of 09° 35' 35", having a radius of 2,851.29 feet, and whose chord bearing and distance of North 72° 23' 46" West, 476.83 feet to a found TxDOT Monument for a point of tangency;

Victor Blanco League Grant Survey
Abstract No. 2
Harris County, Texas

Tract 1
11.9829 Acre (521,974 Sq. Ft.)
Page No. 2 of 3

THENCE, North 77° 11' 34" West, continuing along the northeasterly R.O.W. line of said North Belt, a distance of 362.99 feet to an "X" cut found on concrete on the northerly line of aforesaid 17.2363 acre tract and an angle point of a called 40.038 acre tract conveyed to BWH40 Commercial, Ltd as described in a deed recorded under H.C.C.F. No. 20070248398 and the northeast corner of aforesaid 5.353 acre tract, same being the west corner of the herein described tract;

THENCE, North 86° 38' 58" East, along the common line of aforesaid 17.2363 acre tract said 40.038 acre tract and along a boundary line agreement as described in a deed recorded in Vol. 3572, Pg. 218, H.C.D.R., at 1,171.25 passing the southeast corner of said 40.038 acre tract and the southwest corner of a called 30.525 acre tract conveyed to SSR-185 Investments, Ltd., a Texas limited partnership as described in a deed recorded under H.C.C.F. No. Y218160, and continuing for a total distance of 1,942.20 feet to a 5/8 inch iron rod with cap stamped "Findley Associates" found on the northwesterly line of aforesaid Beaumont, Sour Lake and Western Railroad Company (100' wide at this location) and the common northeast corner of aforesaid 17.2363 acre tract and the southeast corner of said called 30.525 acre tract, same being the northeast corner of the herein described tract;

THENCE, South 40° 00' 54" West, along the common line of aforesaid 17.2363 acre tract and the northwesterly line of aforesaid Beaumont, Sour Lake and Western Railroad Company, a distance of 323.40 feet to a 5/8 inch iron rod with cap stamped 'KUO' set for an exterior corner of the herein described tract;

THENCE, South 82° 41' 18" West, continuing along said common line, a distance of 73.22 feet to a 5/8 inch iron rod with cap stamped 'KUO' set for an interior corner of the herein described tract;

THENCE, South 40° 00' 32" West, continuing along said common line, a distance of 564.13 feet to the POINT OF BEGINNING and containing 11.9829 acres (521,974 square feet) of land, more or less.

Victor Blanco League Grant Survey
Abstract No. 2
Harris County, Texas

Tract 1
11.9829 Acre (521,974 Sq. Ft.)
Page No. 3 of 3

All bearings and distances are based on Texas State Plane Coordinate System, South Central Zone, NAD 83 (CORS96). All distances are in surface.

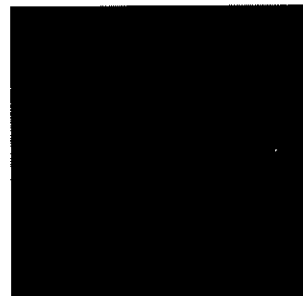
The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by dividing by the combined scale factor 0.99991976405.

A survey plat has been prepared in association with this field note description.

Compiled By:

Shaheen Chowdhury, 09/17/15
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Victor Blanco League Grant Survey
Abstract No. 2
Harris County, Texas

Tract 2
226.9261 Acre (9,884,902 Sq. Ft.)
Page No. 1 of 7

Metes and Bounds Description

Being a 226.9261 acre (9,884,902 square feet) tract of land situated in the Victor Blanco League Grant Survey, Abstract No. 2, Harris County, Texas, and being out of a called 152.3576 acre tract (as Tract 1) and a called 8.0181 acre tract (as Tract 2) and a called 6.1969 acre tract (as Tract 3) and a called 5.3061 acre tract (as Tract 6) and out of and a part of the remainder of a called 7.6709 acre tract (as Tract 5), all said tracts described in deed conveyed from Texas Commerce Bank National Association, as Trustee of Alexander Deussen, deceased; United States Public Health Service, Texas Commerce Bank National Association, as Trustee of Deussen McRae, deceased; Edward B. Rather, Jr.; Bethenia Morrow Rather Fuller; Nancy Bond Rather Kumpuris; Mary Rather and William B. Martin, trustee of William C. Morrow, deceased; Republicbank Waco N.A. and WM B. Martin, trustees for Mrs. J.O. Hamilton Trust for Mickey Lynn Smith; Republicbank Waco N.A. and WM. B. Martin as trustee for Mrs. J.O. Hamilton Trust for Juanita Hamilton; and Republicbank Waco N.A. and WM. B. Martin as trustees under Mrs. J.O. Hamilton Trust for Pamela Hamilton to City of Houston dated March 25, 1983 and recorded under Harris County Clerk's File number (H.C.C.F) No. H870227, Film Code No. 041-91-1850 of the Official Public Records of Real Property (O.P.R.O.R.P.), Harris County, Texas, and same being also described in a Deed dated March 25, 1983 and recorded under H.C.C.F. No. H870228, Film Code No. 041-92-1865 of the O.P.R.O.R.P., Harris County, Texas, and also being out of a called 19.7354 acre tract (as Tract A) and a called 28.4173 acres tract (as Tract B) conveyed from Josephine Everlina Abercrombie, et al. to City of Houston as described in a deed dated February 04, 1986 and recorded under H.C.C.F. No. K397306, Film Code No. 038-63-1705 of the O.P.R.O.R.P., Harris County, Texas. Said 226.9261 acre of land being more particularly described by metes and bounds as follows:

POINT OF BEGINNING at a found a TxDOT Monument having the Texas State Plane Grid Coordinates of N=13,906,115.75 & E=3,170,159.18 found in the northeasterly Right-of-Way (R.O.W.) line of North Belt (R.O.W. Varies) as described in a deed recorded under Volume 3442, Page 506 of the Harris County Deed Records (H.C.D.R.) and H.C.C.F. No. L510862, L446743 and L277249 and in the southeasterly line of Beaumont, Sour Lake and Western Railroad Company (150' wide at this location) as described in a deed recorded under Volume 194, Page 58 of the H.C.D.R. and the north corner of a called 0.817 acre tract conveyed to State of Texas as described in a deed recorded under H.C.C.F. No. L446743 and the corner of the herein described tract;

THENCE, North 40° 00' 32" East, departing the northeasterly R.O.W. Line of said North Belt and along the common southeasterly line of said Beaumont, Sour Lake and Western Railroad Company and aforesaid 7.6709 acre tract (as Tract 5), at a distance of 576.17 feet to a 5/8 iron rod with cap stamped "LUPHER" found and continuing with a total distance of 1,032.00 feet to a 3/4-inch iron rod found for the common northwest corner of aforesaid 8.0181 acre tract and the southwest corner of the remainder of a called 325.351 acre tract conveyed to West Lake Houston Investments, Ltd. as described in a deed recorded under H.C.C.F. No. W954501, same being the most westerly northwest corner of the herein described tract;

THENCE, North 86° 46' 37" East, departing the southeasterly line of said Beaumont, Sour Lake and Western Railroad Company and along the common northerly line of aforesaid 8.0181 acre tract (as Tract 2) and the southerly line of said 325.351 acre tract, a distance of 1,410.15 feet to a 5/8-inch iron rod found at the common corner of said 8.0181 acre tract (as Tract 2) and aforesaid 28.4173 acre tract (as tract B) and aforesaid 152.3576 acre tract (as tract 1) and an interior corner of the herein described tract;

THENCE, North 03° 12' 42" West, along the common line of said 325.351 acre tract and aforesaid 28.4173 acre tract, a distance of 61.68 feet to a 5/8-inch iron rod found for the northwest corner of aforesaid 28.4173 acre tract (as Tract B) and an interior corner of the herein described tract;

THENCE, North 86° 27' 17" East, continuing along said common line, at 2046.42 feet, passing the southwest corner of Lot 16, in Block 7 of Summer Lake Ranch, Section 1 recorded in Film Code No. 511110 of the Harris County Map Records (H.C.M.R.), and continuing with a total distance of 2,328.87 feet to a point on the south line of Lot 15 in said Block 7 of Summer Lake Ranch, Section 1 for an angle point of the herein described tract;

THENCE, North 86° 34' 35" East, along the common southerly line of said Summer Lake Ranch, Section 1 and the northerly line of aforesaid 28.4173 acres (as Tract B), a distance of 748.36 feet to a point on the south line of Lot 10, in Block 7 of said Summer Lake Ranch, Section 1 for an angle point of the herein described tract;

THENCE, North 87° 58' 14" East, continuing along said common line, a distance of 1,002.80 feet to an angle point in the north line of the herein described tract;

THENCE, North 88° 00' 11" East, along said common line, passing at a distance of 4.78 feet to a found 5/8-inch iron rod with cap stamped "EIC" for the common southeast corner of Lot 1, in Block 7 of said Summer Lake Ranch, Section 1 and the point of terminus and southwest corner of Timber Forest Boulevard (100' R.O.W.) recorded under Film Code No. 511110 of the H.C.M.R., a total distance of 122.07 feet to a found 5/8-inch iron rod for in the east R.O.W. line of said Timber Forest Boulevard and the southwest corner of Lot 33, in Block 5 of said Summer Lake Ranch, Section 1 and an angle point in the north line of the herein described tract;

THENCE, North 86° 10' 14" East, continuing along said common line, a distance of 1,441.07 feet to a point on the southerly line of Lot 18, in Block 5 of said Summer Lake Ranch, Section 1 and an angle point in the north line of the herein described tract;

THENCE, North 85° 29' 19" East, continuing along said common line, a distance of 410.85 feet to a point on the southerly line of Lot 9, in Block 5 of said Summer Lake Ranch, Section 1, for an angle point in the north line of the herein described tract;

Victor Blanco League Grant Survey
Abstract No. 2
Harris County, Texas

Tract 2
226.9261 Acre (9,884,902 Sq. Ft.)
Page No. 3 of 7

THENCE, North 87° 09' 25" East, continuing along said common line, a distance of 678.79 feet to a 5/8-inch iron rod with cap stamped "CHERRY" found for an interior corner of the herein described tract;

THENCE, North 11° 23' 49" West, continuing along said common line, a distance of 19.95 feet to a 5/8 inch iron rod with cap stamped "CHERRY" found for an exterior corner of the herein described tract;

THENCE, North 86° 51' 19" East, continuing along said common line, at 54.11 feet passing a 5/8 inch iron rod found common corner of said Lot 5, in Block 1 of said Summer Lake Ranch, Section 1 and the southwest corner of Restricted Reserve "B" of said Summer Lake Ranch, Section 1, at 404.10 feet passing a 5/8 inch iron rod with cap stamped "EIC" found in the west R.O.W. line of West Lake Houston Parkway (120' R.O.W.) recorded under H.C.C.F. Nos. R245848 thru R254866 and the southeast corner of said Restricted Reserve "B", at 525.19 passing a 1/2 inch iron pipe with cap stamped "BROWN&GAY" found in the east R.O.W. line of said West Lake Houston Parkway and the southwest corner of a called 69.512 acre tract of land conveyed to West lake Houston Investments, Ltd, as recorded in a deed under H.C.C.F. No. W954501, then along the common line of said 69.512 acre tract and aforesaid 28.4173 acre tract (as tract B), at 1,332.81 feet passing a found 5/8 inch iron rod with cap stamped "COTTON", at 1,374.10 feet passing a found 3/4 inch iron pipe with cap stamped "COTTON", at 1,417.84 feet passing a found 5/8 inch iron rod with cap stamped "COTTON" and continuing with a total distance of 1,549.56 feet to a 5/8 inch iron rod found for an angle corner of the herein described tract;

THENCE, North 64° 45' 46" East, continuing along said common line, at 29.40 feet passing a 5/8 inch iron rod with cap stamped "COTTON" and continuing with a total distance of 111.19 feet to a 5/8 inch iron rod found for the an angle corner of the herein described tract;

THENCE, North 42° 40' 11" East, continuing along said common line, at 17.53 feet passing a found 5/8 inch iron rod with cap stamped "COTTON", and continuing with a total distance of 667.65 feet to a 5/8 inch iron rod with cap stamped 'KUO' set for the corner of the herein described tract;

THENCE, North 88° 33' 41" East, continuing along said common line, a distance of 78.65 feet to an exterior corner of the herein described tract;

THENCE, South 45° 35' 11" West, a distance of 77.97 feet to a point for an interior corner of the herein described tract;

THENCE, South 31° 11' 26" East, a distance of 52.00 feet to a point for an interior corner of the herein described tract;

THENCE, North 43° 57' 41" East, a distance of 140.00 feet to a point for an interior corner of the herein described tract;

THENCE, North 88° 33' 41" East, a 75.74 feet to the common corner of aforesaid 28.4173 acre tract (as tract B) and aforesaid 19.7354 acre tract (as tract A), and continuing with a total distance of 540.74 feet to an angle point of the herein described tract;

THENCE, North 72° 27' 41" East, a distance of 225.00 feet to a point for an angle corner of the herein described tract;

THENCE, South 73° 02' 19" East, a distance of 185.00 feet to a point for the corner of the herein described tract;

THENCE, South 52° 32' 19" East, a distance of 725.00 feet to a point for the corner of the herein described tract;

THENCE, South 33° 22' 49" East, a distance of 95.05 feet to a point at the east corner of aforesaid 19.7354 acre tract (as tract A) common with the northeast corner of called 1.181 acre tract conveyed to Summerwood Community Association, Inc. as described in a deed recorded under H.C.C.F. NO. 20090358610, same being also the east corner of the herein described tract;

THENCE, South 86° 36' 14" West, along the common line of aforesaid 19.7354 acres (as Tract A) and said 1.181 acre tract, a distance of 303.58 feet to a point for an angle point in the south line of the herein described tract;

THENCE, South 86° 23' 17" West, continuing along said common line, a distance of 436.44 feet to a point at common northwest corner of said 1.181 acre tract and the northeast corner of Restricted Reserve "D", in Block 3 of Lake Forest Village, Section 1 as recorded in Volume 438, page 93, H.C.M.R., same being an angle point in the south line of the herein described tract;

THENCE, South 84° 22' 09" West, distance of 133.39 feet to a point at the east corner of aforesaid 5.3061 acre tract (as tract 6) and an angle point in the north line of said Restricted "D", in Block 3 of said Lake Forest Village, Section 1, same also being an angle point in the south line of the herein described tract;

THENCE, South 79° 19' 57" West, along the common line of aforesaid 5.3061 acre tract (as tract 6) and Block 3 of said Lake Forest Village, Section 1, at 464.49 feet to a found 5/8-inch with cap at the common corner of Lot 52 and Lot 53 in Block 3 of said Lake Forest Village, Section 1, continuing with a total distance of 1,366.64 feet to a 5/8 inch iron rod with cap stamped 'KUO' set for an angle point of the herein described tract;

THENCE, South $87^{\circ} 18' 38''$ West, at 568.87 feet to a found 5/8-inch iron rod with cap at the common corner of Lot 26 and Lot 27 in Block 3 of said Lake Forest Village, Section 1, at 983.55 feet to a found 5/8-inch iron with cap at the common corner of Lot 21 and Restricted Reserve "B" in Block 3 of said Lake Forest Village, Section 1, at 1,074.13 to the east R.O.W. line of aforesaid West Lake Houston Parkway (130' R.O.W. at this location) recorded under H.C.C.F. No. P467189, at 1204.51 feet to a found 5/8-inch iron rod with cap "Miller" in the west R.O.W. line of aforesaid West Lake Houston Parkway and the north east corner of Restricted Reserve "A" in Block 1 of Lakeside United Methodist Church recorded under F.C. No. 6450004 of the H.C.M.R., continuing with a total distance of 1,239.74 feet to a 5/8 inch iron rod with cap stamped 'KUO' set in the east R.O.W. of Lake Houston Parkway (300' wide) recorded under Volume 3166, Page 15 of the H.C.D.R. and a corner of the herein described tract;

THENCE, North $11^{\circ} 06' 20''$ West, along the east line of said Lake Houston Parkway common with the west line of aforesaid 5.3061 acre tract (as tract 6), a distance of 96.28 feet to a point for the corner of the herein described tract;

THENCE, South $86^{\circ} 53' 06''$ West, along the south line of aforesaid 28.4173 acre tract common with the north line of said Lake Houston Parkway, a distance of 304.29 feet to a found 5/8-inch iron rod with cap "Amani Engineering" in the west R.O.W. line of Lake Houston Parkway and the northeast corner of aforesaid 6.1969 acre tract (as tract 3) and the corner of the herein described tract;

THENCE, South $11^{\circ} 24' 52''$ East, along the west R.O.W. line of said Lake Houston Parkway common with the east line of aforesaid 6.1969 acre tract (as tract 3), a distance of 101.31 feet to a found 5/8-inch iron with cap in the southeast corner of aforesaid 6.1969 acre tract and the corner of the herein described tract;

THENCE, South $86^{\circ} 32' 25''$ West, a distance of 1,120.16 feet to a found 5/8-inch iron rod in an angle point in the south line of aforesaid 6.1969 acre tract (as tract 3) and an angle point in the north line of Lot 32 in Block 1 of Summerwood, Section 1 Seven Oaks Village, a plat recorded under F.C. No. 377086 of the H.C.M.R. and an angle in the south line of the herein described tract;

THENCE, South $86^{\circ} 18' 10''$ West, along the south line of aforesaid 6.1969 acre tract, at 807.72 feet to a found 5/8-inch iron rod with cap in the common corner of Lot 9 in Block 1 of said Summerwood, Section 4 Seven Oaks Village and the northeast corner of a called 8.987 acre (Drill Site No. 1) recorded under H.C.C.F. No. K225262, continuing with a total distance of 1,575.52 feet to a found 5/8-inch iron with cap in the east line of aforesaid 152.3576 acre tract (as tract 1) and the southwest corner of aforesaid 6.1969 acre tract and the corner of a called 643.028 acre tract recorded under H.C.C.F. No. T383499 and the interior corner of the herein described tract;

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Abstract No. 2
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Tract 2
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Page No. 6 of 7

THENCE, South 00° 00' 13" West, along the east line of aforesaid 152.3576 acre tract (as tract 1) common with the west line of said 643.028 acre tract, a distance of 1,592.68 feet to a 5/8 inch iron rod with cap stamped 'KUO' set in southeast corner of aforesaid 152.3576 acre tract (as tract 1) common with the northeast corner of a called 0.13 acre tract conveyed to Genstar Summerwood LP recorded under H.C.C.F. No. 20100078574 and the corner of the herein described tract;

THENCE, South 89° 59' 44" West, a distance of 4,157.14 feet to a found 5/8-inch iron rod found in the southwest corner of aforesaid 152.3576 acre tract (as tract 1) and the northwest corner of Reserve "A" of Summerwood Sec 23 recorded under F.C. No. 633261 of the H.C.M.R. and the corner of the herein described tract;

THENCE, North 05° 11' 43" East, a distance of 245.50 feet to a found 5/8-inch iron rod found for an angle point of the herein described parcel;

THENCE, North 02° 37' 23" East, a distance of 970.50 feet to a found 5/8-inch iron rod with cap in the southeast corner of aforesaid 7.6709 acre tract (as tract 5) and the northeast corner of Restricted Reserve "A" in Block 1 of Humble ISD Middle School No. 8 and an interior corner of the herein described tract;

THENCE, South 86° 47' 23" West, at 1,011.50 feet to a found 3/8-inch iron pipe in the northwest corner of Restricted Reserve "A" in Block 1 of said Humble ISD Middle School No. 8 and the northeast corner of Unrestricted Reserve "A" in Block 1 of Woodson Park Apartments recorded under F.C. No. 647246 of the H.C.M.R., continuing with a total distance of 1,414.00 feet to a found 5/8-inch iron with cap for an interior corner of the herein described tract;

THENCE, South 40° 02' 21" West, a distance of 764.23 feet to a found 5/8-inch iron rod in the northeasterly R.O.W. line of aforesaid North Belt and the corner of the herein described tract;

THENCE, North 50° 03' 06" West, a distance of 199.19 feet to the POINT OF BEGINNING and containing 226.9261 acre (9,884,902 square feet) of land, more or less.

Victor Blanco League Grant Survey
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Harris County, Texas

Tract 2
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Page No. 7 of 7

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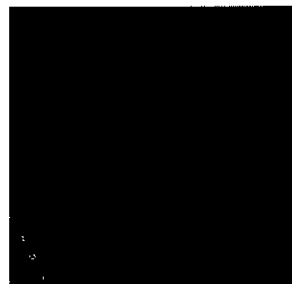


EXHIBIT "B"

Estimated Scope of Expansion Facilities

- Two (2) concrete digester basins (one to be temporarily used as an aeration basin during some or all of the Service Period)
- Blowers / aeration system
- Concrete gravity thickener (to be temporarily used as a clarifier during some or all of the Service Period)
- Elevated steel headworks structure with a rotating drum fine screen
- Steel chlorine contact basin
- Associated electrical improvements
- Associated site-work and piping improvements

e136286

Job : Summary.pdf

Host : XI040

Date : 2020/07/15

Time : 09:41

Certificate Of Completion

Envelope Id: 34826E4EC2BA4F75B0D8FA742F590B8A

Status: Completed

Subject: Please DocuSign: Generation Park Management District Lease Agreement.pdf

Source Envelope:

Document Pages: 46

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Deborah Gray

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Carol Ellinger Haddock, P.E.

Carol.Haddock@houston.tx.gov

Director

Houston Public Works

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Editor Delivery Events

Status

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Agent Delivery Events

Status

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Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/13/2020 2:19:48 PM
Certified Delivered	Security Checked	7/14/2020 10:00:43 AM
Signing Complete	Security Checked	7/14/2020 10:01:38 AM
Completed	Security Checked	7/14/2020 10:01:38 AM

Payment Events	Status	Timestamps
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