



**MEETING MINUTES
MARCH 4, 2025**

**SEABROOK CITY COUNCIL
REGULAR CITY COUNCIL MEETING**

Mayor Thom Kolupski called the Seabrook Council Meeting to order at 6:00 p.m. in the Council Chambers in Seabrook City Hall. Present were City Councilmembers Thom Kolupski, Buddy Hammann, Jackie Rasco, Rob Hefner, Tom Tollett, Joe Machol. Also in attendance were: City Manager Gayle Cook and City Secretary Rachel Lewis. Pledges were conducted.

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

Tyler Kubena	1801 El Mar, Seabrook	Planning & Zoning Plan
Jennifer Pitts	902 Hardesty	Signage and Annual Celebration
J.P. Byers	Seabrook, Tx	Floppy Pets facade and IDA
Marissa Levitt	2710 Carmel Woods, Seabrook	Port of Houston IDA

1.1 Mayor, City Council and/or members of the City staff may make announcements about City/Community events. City Council

Councilmember Hefner announced the following events:

Daylight Savings Time beginning March 9, 2025

Seabrook Lucky Trails on March 14 through March 16, 2025

Crafts With a Cop on March 21, 2025

Trash Bash on March 29, 2025

Monroe Field Splash Pad opening on April 1, 2025

Last day to register to vote on April 3, 2025

Coffee With a Cop on April 4, 2025

Seabrook Trail Adventure on April 5, 2025

Bayside Parade on March 29, 2025

2. PRESENTATIONS

2.1 Presentation of the Public Safety Annual Report for 2024.

Police Chief Rolf Nelson presented the report. **See Attachment A.**

2.2 Presentation regarding the rebuilding of the Seabrook Boat Ramp by Texas Department of Transportation (TxDOT) *David Ballard, TxDOT*

David Ballard with TxDOT answered questions regarding the length of time for completion of the boat ramp. He explained that construction would begin around January of 2027. He stated the project was a dual project with the City of Kemah, including a two-lane ramp with an access road and a parking area.

3. CONSENT AGENDA

3.1 Approve the minutes of the July 11, 2017 and February 18, 2025 City Council Meetings.

Motion:	To Approve the Consent Agenda
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 3 Tollett
Vote:	Passed unanimously by all present

4. SPECIFIC PUBLIC HEARING

4.1 Conduct a Public Hearing on a request for approval of amendments to the “World Class Freezer Facility Planned Unit Development (PUD)”.

Mayor Kolupski opened the public hearing at 6:38 p.m. Mary Chambers, interim Community Development Director presented the Planned Unit Development. **See Attachment B.** She stated the Planning & Zoning Commission recommended the amendment unanimously.

The Developer answered questions regarding the safety of the refrigeration.

The following citizens made comments:

Tyler Kubena	1801 El Mar, Seabrook	Questioned types of businesses
--------------	-----------------------	--------------------------------

The Developer stated the types of businesses would include fruit and vegetable businesses, small seafood companies, and other small retailers.

Mayor Kolupski closed the public hearing at 6:53 p.m.

5. BID AWARDS

5.1 Consider and take all appropriate action on the bid award for the 2025 Sidewalk Removal and Replacement Project (RFP #2025-1-335).

Public Works Director Brian Craig presented the bids and recommended LAC Services.

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 2 Hefner
Vote:	Passed unanimously by all present

5.2 Consider and take all appropriate action on a bid award for the Seascape Water Line Project # 2024-17-342.

Brian Craig presented the bids and recommended McKinney Construction Inc.

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 2 Hefner
Vote:	Passed unanimously by all present

5.3 Consider and take all appropriate action on a bid award for RFP 2024-15, Grant Writing and Management Services, and authorizing the City Manager to execute any and all documents for Kimley Horn & Associates and TJD Consulting.

This item was not considered and City Manager Gayle Cook stated it would be reset to the following agenda with all backup information.

6. NEW BUSINESS

- 6.1 Consider and take all appropriate action on the ratification of a business development incentive agreement by Seabrook Retail LLC, as approved by the Seabrook Economic Development Corporation (SEDC) on December 12, 2024, in accordance with the previously posted Business Incentive Program Project Resolution for facade improvements at 2622 NASA Parkway, in an amount not to exceed \$50,000.00.**

Councilmember Rasco stated she did not agree with money being allocated for the improvement. Councilmember Hefner said all businesses should be considered equally if they meet the qualifications. Councilmember Hammann explained the businesses were providing a portion of the money and should be treated the same as other businesses. Councilmember Tollett explained the amount was a reimbursement and the business must pass inspections and gain tenants to get the reimbursement.

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 2 Hefner
Vote:	Passed with Councilmembers Rasco, Hefner, Hammann, Kolupski, voting in favor, and Councilmember Machol voting opposed.

- 6.2 Consider and take all appropriate action on the first reading of Ordinance # 2025-05, a request for approval of amendments to the "World Class Freezer Facility Planned Unit Development (PUD)".**

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 3 Tollett
Vote:	Passed unanimously by all present

- 6.3 Discussion and possible action to direct staff regarding the purchasing process for the Carothers Coastal Gardens East Tract grading and drainage project, specifically to discontinue pre-bid and cooperative purchasing options and proceed with a rebid as a Request for Proposals (RFP) for grading and drainage work and including procurement plans for the water/irrigation and electrical on the project.**

Councilmember Machol presented the project. Brian Craig explained there were no bidders the second time, and then the third time the city called for bidders there was only one bidder at around \$250,000. He said another call for bidders would be going out. He said the grubbing was no longer a part of the plan which reduced the cost. Council requested the new call for bids be worded more simply and staff go back out for bids. No further action was taken.

- 6.4 Consider and take all appropriate action on Amendment No. 3 to the Memorandum of Settlement Agreement between the City of Seabrook and Port of Houston Authority.**

City Manager Gayle Cook presented. **See Attachment C.**

Councilmember Rasco requested the item be decided after a Town Hall meeting to

explain it to the residents. Councilmember Hefner said indecision could result in the Port not being as amenable since the current IDA had expired, and the Port must take the agreement to their Board of Directors.

Jordan Frisby with the Houston Port Authority was asked about the agreement and stated the Port had gone far beyond what they had done with other properties, and the offer was generous.

Motion:	To Approve
Made By:	At-Large Position 2 Hefner
Seconded By:	Mayor Pro Tem, At-Large Position 5 Hammann
Vote:	Passed with Councilmembers Hefner, Hammann, Kolupski, and Tollett voting in favor, Councilmembers Rasco and Machol voting opposed.

6.5 Consider and take all appropriate action on the Amended and Restated Industrial District Agreement - IDA (Seabrook Industrial District) between the City of Seabrook and Port of Houston Authority.

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 2 Hefner
Vote:	Passed with Councilmembers Hefner, Hammann, Kolupski and Tollett voting in favor, and Councilmembers Rasco and Machol voting opposed.

7. DISCUSSION

7.1 Discussion on the feasibility, benefits, and potential implementation areas for permeable pavement in Seabrook to improve storm water management and sustainability.

Councilmember Hefner presented the discussion. He stated he would like to agree to give direction to staff to investigate the use of permeable pavement and use standards. Council agreed to give that direction for further exploration.

7.2 Discussion regarding the funding for the repair of Pine Gully Pier.

Councilmember Machol presented the discussion. He stated he met with a pier company owner who suggested snap jackets be used to secure the pilings. He was told the whole pier could be done for \$1 million. He also stated rope rather than wood could be used for railings. Gayle said there would need to be a different architectural drawing to send back out for bidding. Councilmember Tollett stated he wanted to see something that would be more resilient. City Manager Cook stated she would contact the original engineer to discuss snap jackets as a change.

7.3 Discussion regarding a flag burning ceremony at the Bay Area Veterans Memorial.

Councilmember Machol presented the discussion. He stated he wanted to conduct flag burning ceremonies at the Memorial without a permanent fire structure. He said there

were many flags which needed to be retired. Council agreed that Councilmember Machol should set a date set for this.

7.4 Discussion regarding the new park to be located on Main Street in place of the old wastewater treatment facility, and a restroom to be constructed at ground level.

Councilmember Machol presented the discussion. He questioned the FEMA restriction regarding building a restroom 18 feet from ground level. He stated the restroom should be built at the park at ground level regardless of the FEMA restrictions. Councilmember Hammann said the architects were set to get back with the Stakeholders Group about the requirements and what will be allowed in the park.

7.5 Discussion of a plan for maintaining the plants, removing weeds, and overall upkeep of the TxDOT right-of-way through Seabrook.

Councilmember Machol presented the discussion. He said he understood TxDOT would maintain the areas for one year and asked how much of that year was left. Gayle stated the one year had not started since all plantings had not yet been planted. She stated future quotes for landscaping companies would be considered by Council.

7.6 Hear a report on the previously approved item on October 4, 2022: License and Indemnity Agreement between the City of Seabrook and Seabrook American Flag Initiative (SAFI).

Councilmember Hammann presented the discussion. He stated question were voiced at the Stakeholder's Group about the area where the flags were to be placed, and he requested the status of the agreement. Councilmember Machol stated the agreement was ready and he planned to sign it soon.

8. ROUTINE BUSINESS

8.1 City Manager update and report to City Council on various items that require no action, including Seabrook Boards and Commissions, Transportation Projects, and City of Seabrook CIP Projects.

City Manager Gayle Cook presented the following updates:

TxDOT Landscaping and construction projects

EDC meeting to take place later in the month

Planning & Zoning meeting to take place in April

Councilmember Rasco requested a Town Hall to discuss the highway project and the Port agreement. Councilmember Hefner asked that other topics such as Pine Gully Pier be included as well.

8.2 Establish future meeting dates and agenda items.

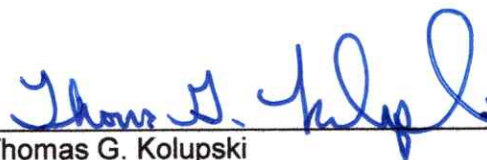
City Secretary Rachel Lewis informed Council the next regular Council Meeting was scheduled for March 18, 2025 at 6:00 pm.

Councilmember Machol requested a future agenda item regarding signage.

Motion:	To Adjourn
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 1 Rasco
Vote:	Passed unanimously by all present

The meeting was adjourned at 8:24 p.m.

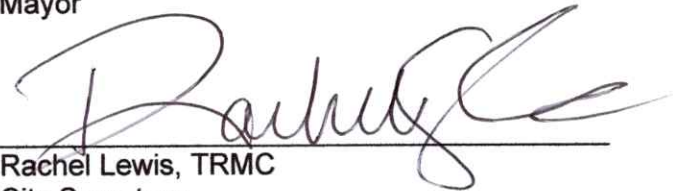
APPROVED:



Thomas G. Kolupski
Mayor

DATE: 3-18-2025

ATTEST:



Rachel Lewis, TRMC
City Secretary



2024

Annual Report



T-N-R ZONE

ABANDONING ANIMALS IS UNLAWFUL

It is illegal to abandon an animal. Violators may receive 1 year in jail and up to a \$4,000.00 fine

Texas Penal Code 42.092

FEEDING OF WILDLIFE IS PROHIBITED

It is illegal to feed wildlife in the City of Seabrook. Violators will be fined.

City Ordinance No. 2021-04



WWW.SEABROOKTX.GOV

Prepared by:

Rolf Nelson, Chief of Police

TABLE OF CONTENTS

Chief's Message.....	3
Organizational Chart.....	4
Telecommunications Statistics.....	5
Crash Overview.....	6
Traffic Enforcement Activity.....	7
Animal Control.....	8
Community Projects.....	9
Criminal Investigations Division.....	10
Grant Awards.....	11
Training.....	12
Staffing / Promotions / Recruiting.....	13
Texas Police Chiefs Association Best Practices Accreditation.....	14

Chief's Message

As we reflect on the past year, I am both proud of the achievements we've made and committed to the work that lies ahead. Our department continues to evolve and adapt to the needs of our community, facing both challenges and opportunities with integrity and resilience.

Throughout the year, our officers and staff have demonstrated exceptional professionalism in responding to emergencies, solving crimes, and fostering relationships that help keep our city safe. We have strengthened our efforts in community policing, as we have focused on building trust and collaboration between law enforcement and our residents. We recognize that public safety is not just about enforcement; it's about working together with the community to create a safer, more connected environment for everyone.

We have also focused on innovation and training to ensure our officers are equipped with the latest tools and skills needed to perform their duties effectively. This has been accomplished through the implementation of updated technologies as well as increased and expanded law enforcement training.

I am deeply grateful to the officers, staff, and community members who work tirelessly to make our city a safer place. Together, we will continue to move forward, always focused on protecting and serving the public with excellence and integrity.

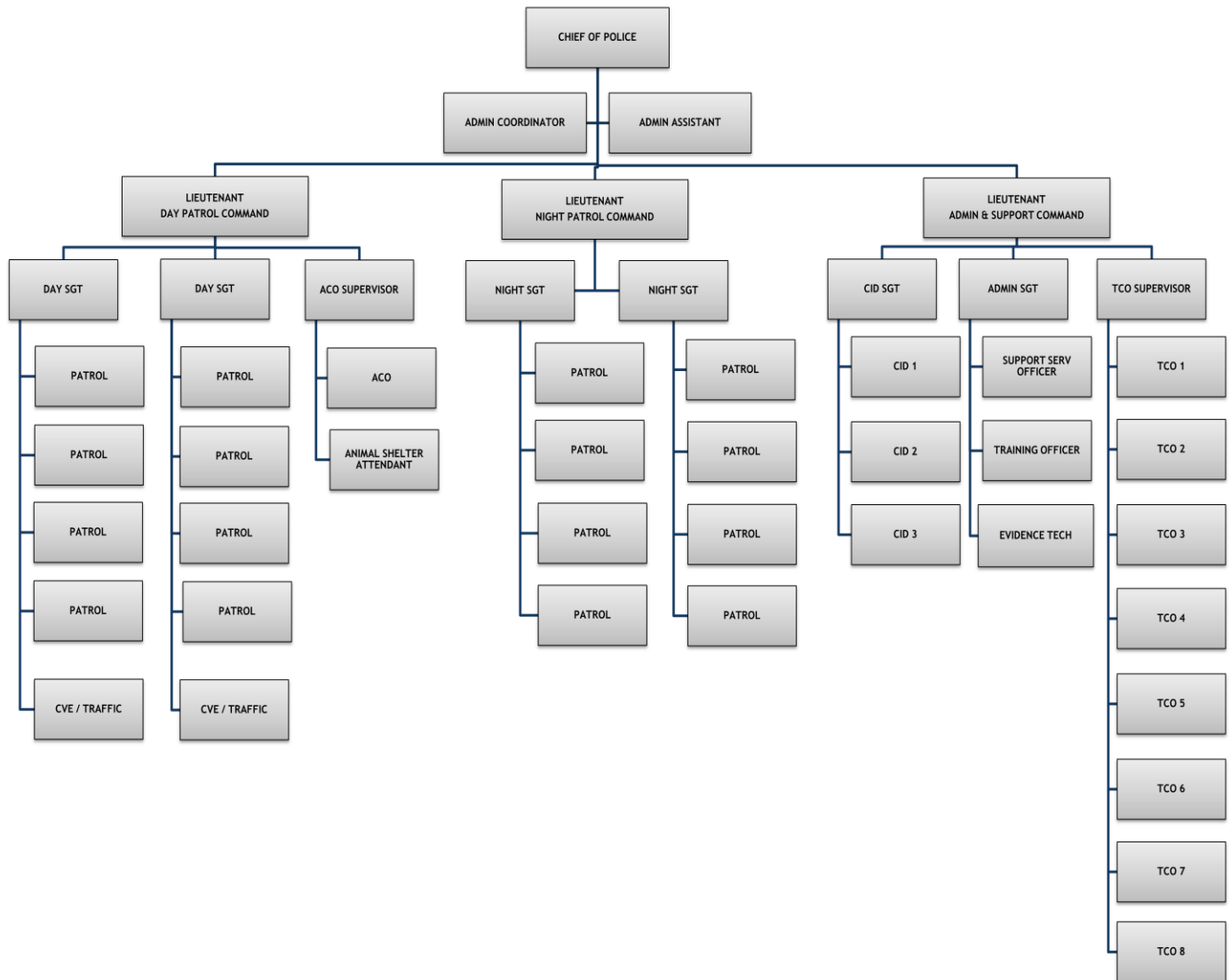
Thank you for your support, and for entrusting us with the responsibility of keeping our community safe.

Rolf Nelson

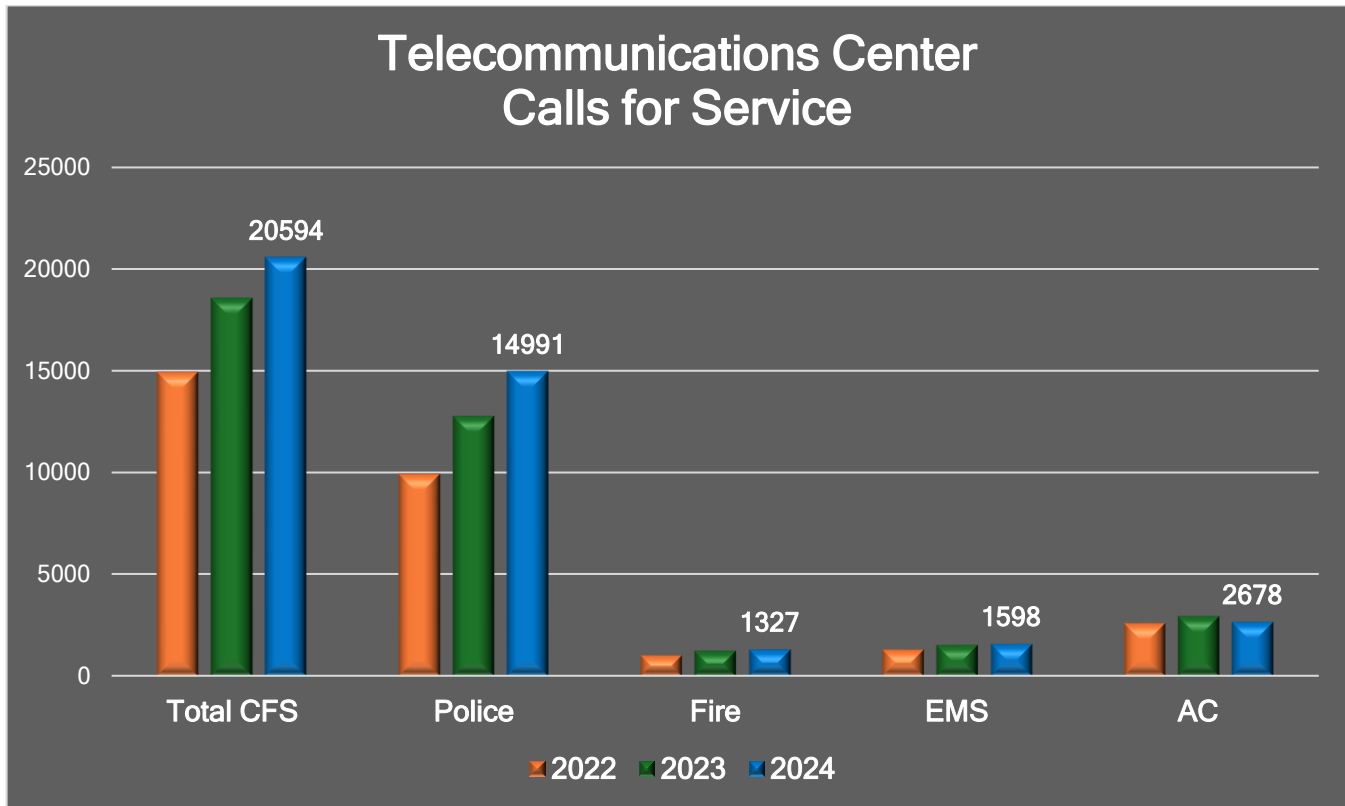
Chief of Police

SEABROOK POLICE DEPARTMENT

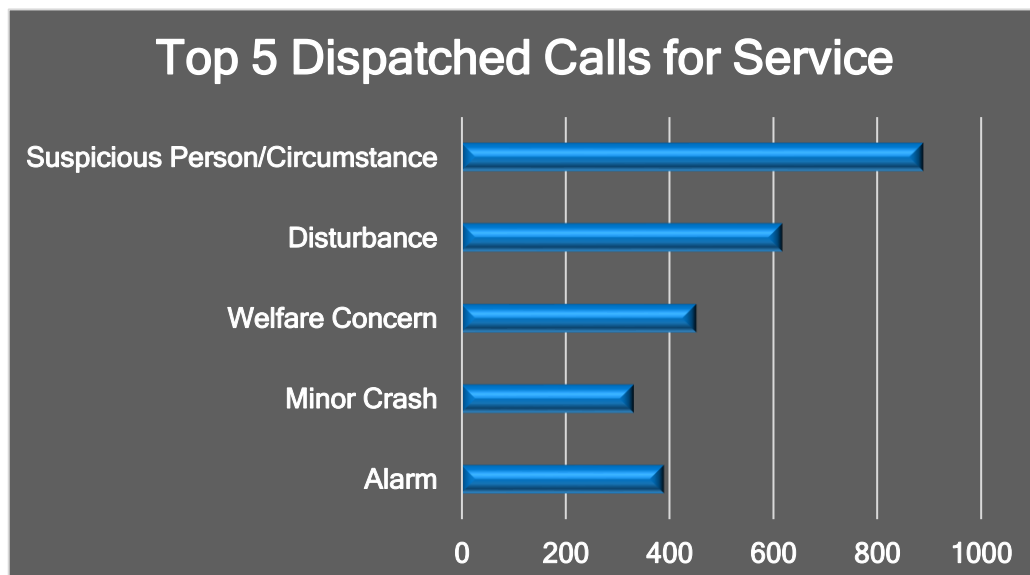
ORGANIZATIONAL CHART



Telecommunications Statistics

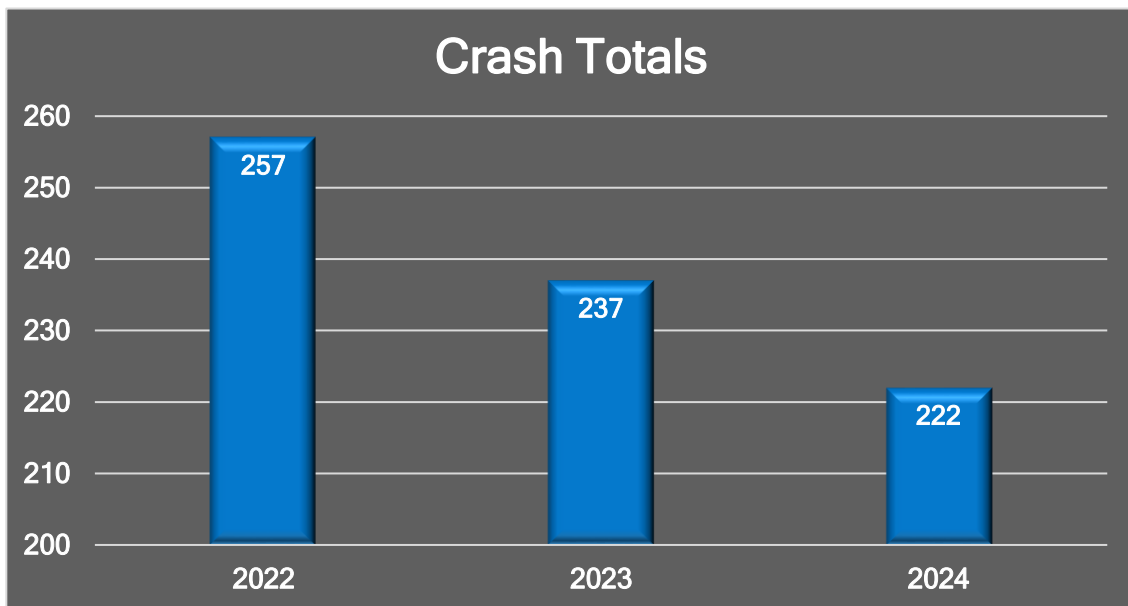


In addition to ensuring uninterrupted public service in the Telecommunications Center, the Seabrook PD communications personnel received recognition throughout the year for their exemplary performance for achieving a 99% success rate in answering 911 calls in < 15 seconds. This is the Gold standard in emergency telecommunications!



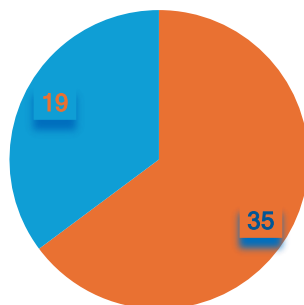
Crash Overview

While the total number of crashes has continued to decline, we remain engaged in strategies to reduce traffic law violations and increase safety on our roadways. Our goal is to establish the City of Seabrook as the safest motoring community in the region.



Throughout the year, we examine crash data and work to reduce or eliminate factors that contribute to crashes. An example of this occurred at the intersections of SH-146 at Repsdorph as well as SH-146 at NASA Road where the data indicated a problem.

Intersection Crashes SH-146 at Repsdorph & NASA Road



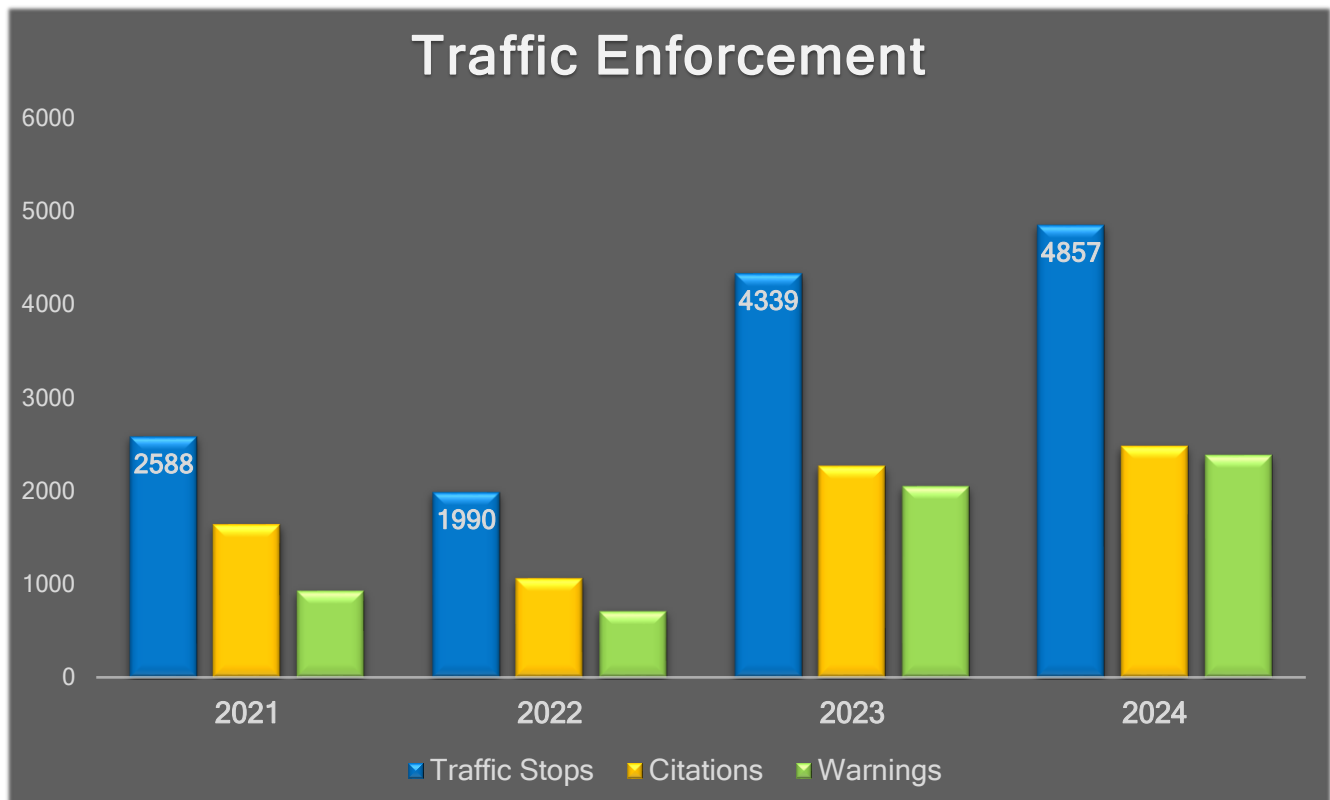
Jan - April May - Dec

After working with the Texas Department of Transportation, the traffic signal timing was adjusted and crashes were reduced by more than **45%**.

Traffic Enforcement Activity

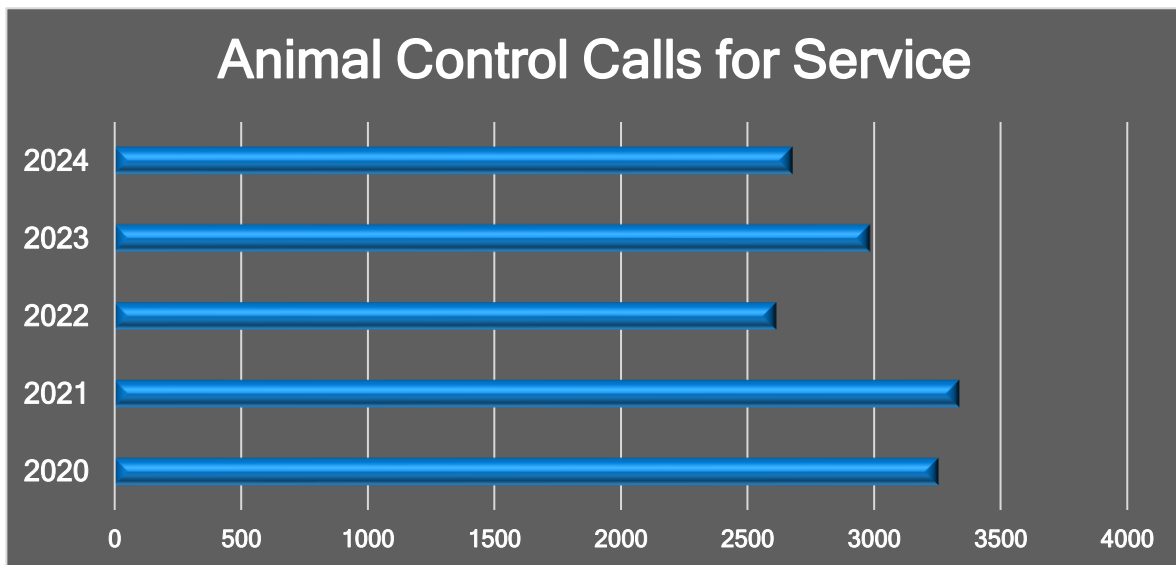
In an effort to improve traffic safety, the men and women of the Seabrook Police Department continue to prioritize the enforcement of traffic laws on our roadways. We are committed to continuing our enforcement activity as a means to reduce crashes causing injury and property damage on the roadways throughout the City of Seabrook.

Enforcement and driver education have been shown to reduce automobile crashes throughout the nation and there is a correlation between enforcement activity in the City of Seabrook and the number of crashes occurring on Seabrook roadways.



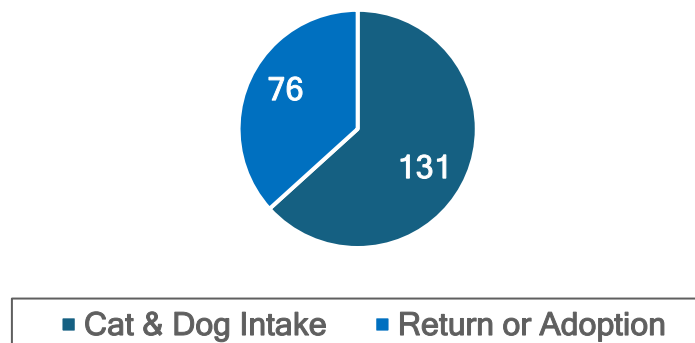
Animal Control Calls for Service

The Seabrook Animal Control Office personnel not only respond to citizen complaints of stray or injured animals throughout the city; they also maintain the Seabrook animal shelter. Animal Control personnel also assist the Police Department when patrol personnel are confronted with issues related to both domestic as well as wild animals.



While Seabrook Animal Control took in more than one hundred cats and dogs, they were able to successfully return to the owner or adopt out nearly two-thirds of these recovered animals. This return & adoption rate can be attributed in part to the efforts of the animal control staff with animal registration and promoting pet adoption.

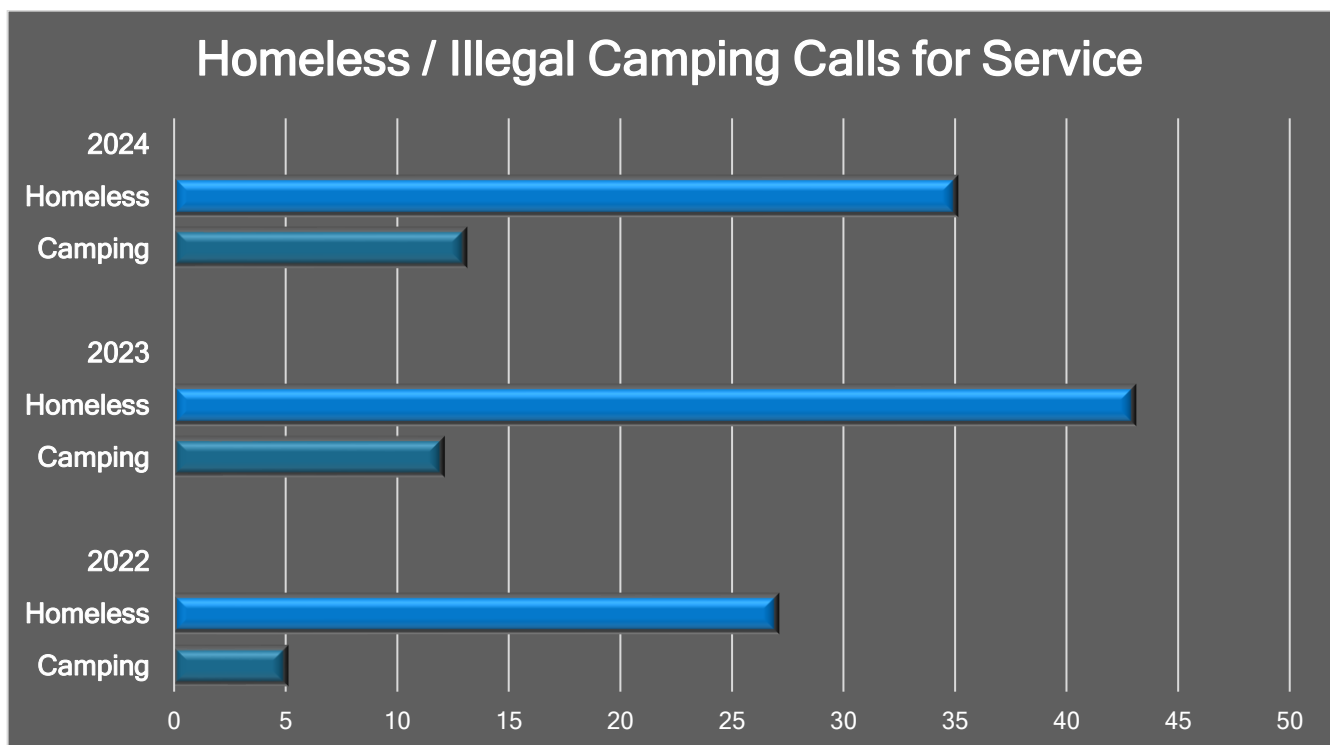
Animal Intake vs. Return & Adoption



Homeless & Illegal Camping Efforts

The frequent occurrence of illegal camping and/or homeless individuals around the country has seen a dramatic increase in recent years. While some jurisdictions choose to allow camping or the establishment of unauthorized outdoor non-standard housing, it has been shown to be problematic and unsafe for those engaged in the process.

Seabrook Police have approached illegal camping and homeless camps with compassion and an eye toward finding a solution to the housing issue for those seeking assistance while simultaneously ensuring laws and ordinances are observed. This methodology has proven effective for both those who welcome help and those who refuse it.



Working with regional government and non-government organizations, the Seabrook Police Department has been successful in eliminating numerous illegal camping sites and finding more appropriate housing for a number of people who were living in the camps.

Criminal Investigations Division

The Criminal Investigations Division of the Seabrook Police Department is comprised of one sergeant and three detectives who are responsible for follow-up investigative work on all offenses reported to the agency as well as conducting all background investigations on potential employees. Our detectives are trained and experienced in modern investigative techniques on all types of crimes ranging from complex crimes against people to misdemeanor theft.



While there has been a slight uptick in reported incidents, our detectives have remained diligent in their investigative efforts and maintained a respectable clearance rate for criminal investigations.

**There have been a substantial number of cases created as a means to import legacy data into the new reporting platform set for implementation in March 2025.

Grant Awards

The Seabrook Police Department applied for several Federal, State, and Local grants in 2024. The goal of these requests was to strategically use available grant resources to purchase ballistic protective equipment as well as resources to achieve accreditation for the agency. None of the grants applied for had any matching fund requirement of the City.

Federal Grant Requests

Department of Justice COPS Grant For Law Enforcement Agencies Seeking Accreditation	Award =	\$101,527.
Department of Homeland Security Urban Area Strategic Initiative (UASI) - Ballistic helmets	Award =	\$18, 975.

State Grant Requests

Office of the Governor Public Safety Office (PSO) - Rifle-Resistant Body Armor	Award =	\$13,980.
Office of the Governor Public Safety Office (PSO) - Rifle-Resistant Shields	Award =	\$ 0

Local Grant Requests

Rotary Club - ALERRT Training Weapons and Equipment	Award =	\$6,500.
--	---------	----------

TOTAL GRANT AWARDS = \$140,982.00

The acquisition of these grant funds enables the Police Department to purchase necessary protective equipment, training tools, and resources for accreditation without the use of local taxpayer dollars.

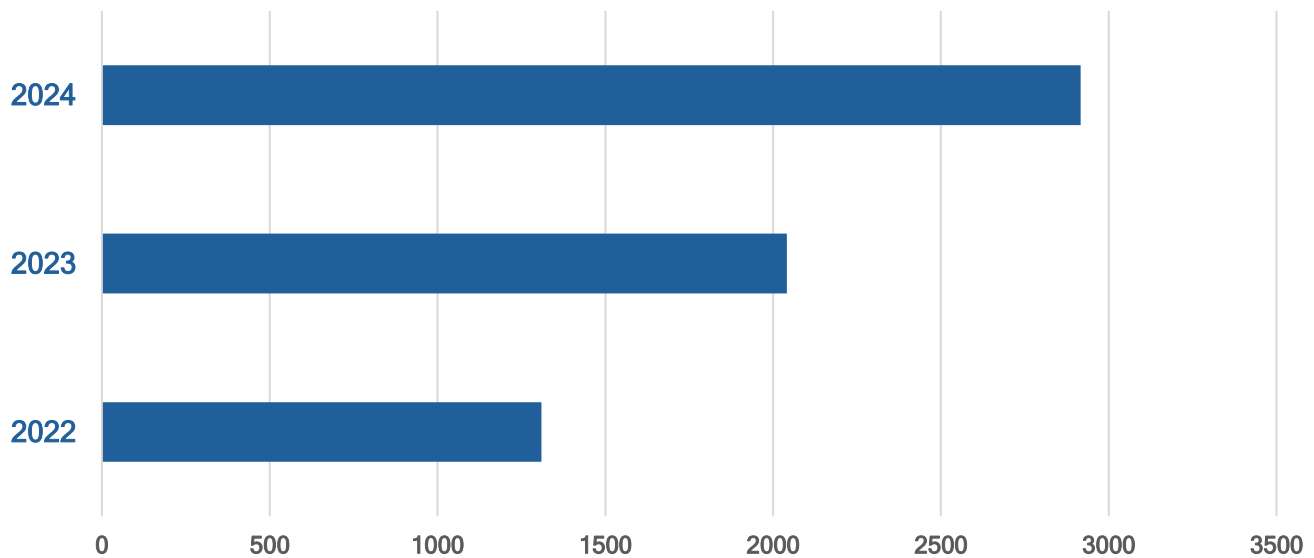
Training

Among the most intensely scrutinized elements of the law enforcement profession is Training.

The Seabrook Police Department has engaged in a comprehensive effort to examine our training programs, identify areas for improvement, and close gaps in the agency's training and exercise activity.

In addition to the State mandated training required of all police officers, the Seabrook officers amassed a significant number of additional training hours without sacrificing responsiveness to the community or increasing overtime expenditures. Furthermore, the entire police department achieved 100% compliance with the Federal Emergency Management Agency's (FEMA) National Incident Management System (NIMS) emergency training recommendations.

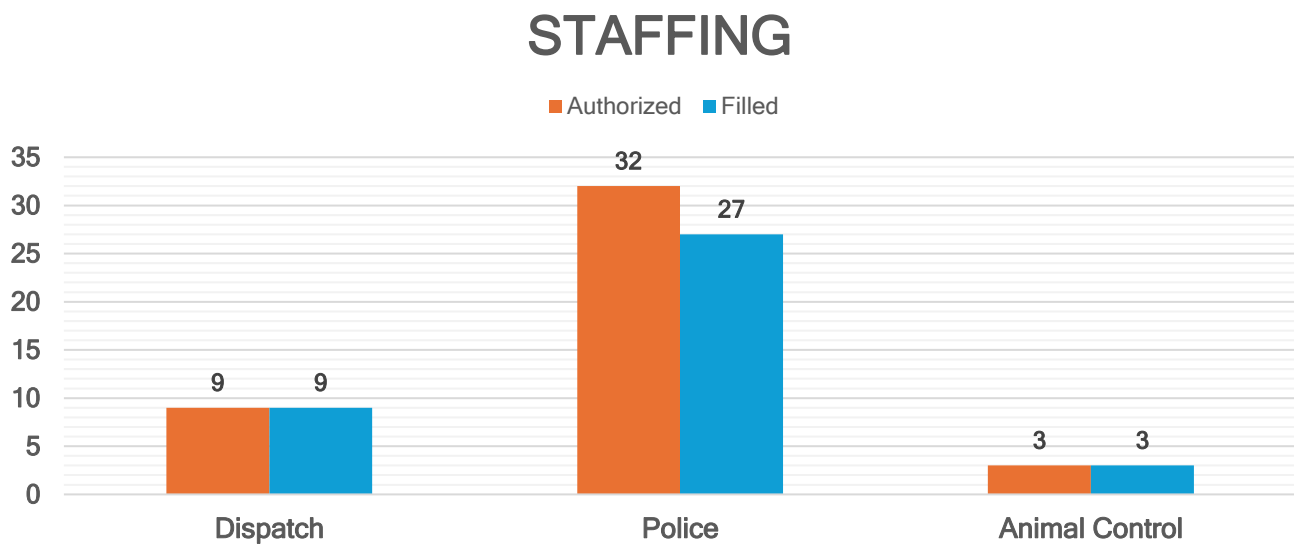
TCOLE Training Hours



Staffing / Recruiting / Promotions

Staffing and recruiting efforts have been examined and streamlined to minimize obstacles to quality candidates, while maintaining the high standards required of all personnel serving the citizens of Seabrook.

The Dispatch Center along with the Animal Control Division maintained staffing for all authorized positions throughout most of the year. However, as a result of several retirements, the Police Department began 2024 with one vacancy and finished the year with five.



Recruitment efforts are ongoing, and the Seabrook Police Department remains competitive with area law enforcement agencies.

Among the three retirements that occurred in 2024, two were tenured patrol sergeants. While these retirements negatively impacted our staffing strength, the departure of the sergeants created an opportunity for two police officers to be promoted. After a study and preparation period, officers were permitted to vie for the two open sergeant positions through competitive Civil Service testing and assessment center. At the conclusion of these vetting processes, two officers will be selected for promotion to the rank of Sergeant.

Police Department Accreditation

The Law Enforcement Accreditation Program is a voluntary process where police agencies in Texas prove their compliance with 170 Texas Law Enforcement Best Practices. These Best Practices were carefully developed by Texas Law Enforcement professionals to assist agencies in the efficient and effective delivery of service, the reduction of risk and the protection of individual's rights.

While similar in nature to the national accreditation program, the Best Practices Accreditation Program is easier to administer, lower in cost and is designed specifically for Texas Law Enforcement. The Texas Legislature demands a great deal of professional law enforcement in Texas and the Best Practices were specifically designed to aid Texas agencies in meeting those demands and providing the best quality of service to the people of our State.



Since its inception in 2006, over 180 Texas Law Enforcement Agencies have been Accredited and many more are currently in the process to become Accredited Agencies. While members of the Texas Police Chiefs Association recognize and support the national accreditation program, The Texas Best Practices Accreditation Program has clearly become the new Gold Standard for Texas Law Enforcement!

The Seabrook Police Department applied for Accreditation in December 2024 and is diligently working to meet accreditation requirements. Our projected timeline for achieving this goal and joining the ranks of other accredited law enforcement agencies in Texas is mid-Summer 2026.

Achievements in 2024 and Goals for 2025

Planning & Exercises

- Two active-attack exercises conducted in 2024
- Two active-attack planned for 2025

Technology Advancements

- Handheld radio upgrades
- In-Car, Body-worn, and Jail camera upgrades

Traffic Safety

- Total crashes reduced by more than 6% in 2024
- Reduce crashes by 10% in 2025

Emergency Dispatch Center

- Achieved 99% in clearing 9-1-1 calls in under 15 seconds in 2024
- Maintain 99% status in 2025
- Upgrade Dispatch Center equipment in 2025
- Maintain 100% staffing in the Dispatch Center in 2025

Accreditation through Texas Police Chiefs Association

- Applied for Accreditation in 2024
- Scheduled to complete 80% of the Accreditation process in 2025

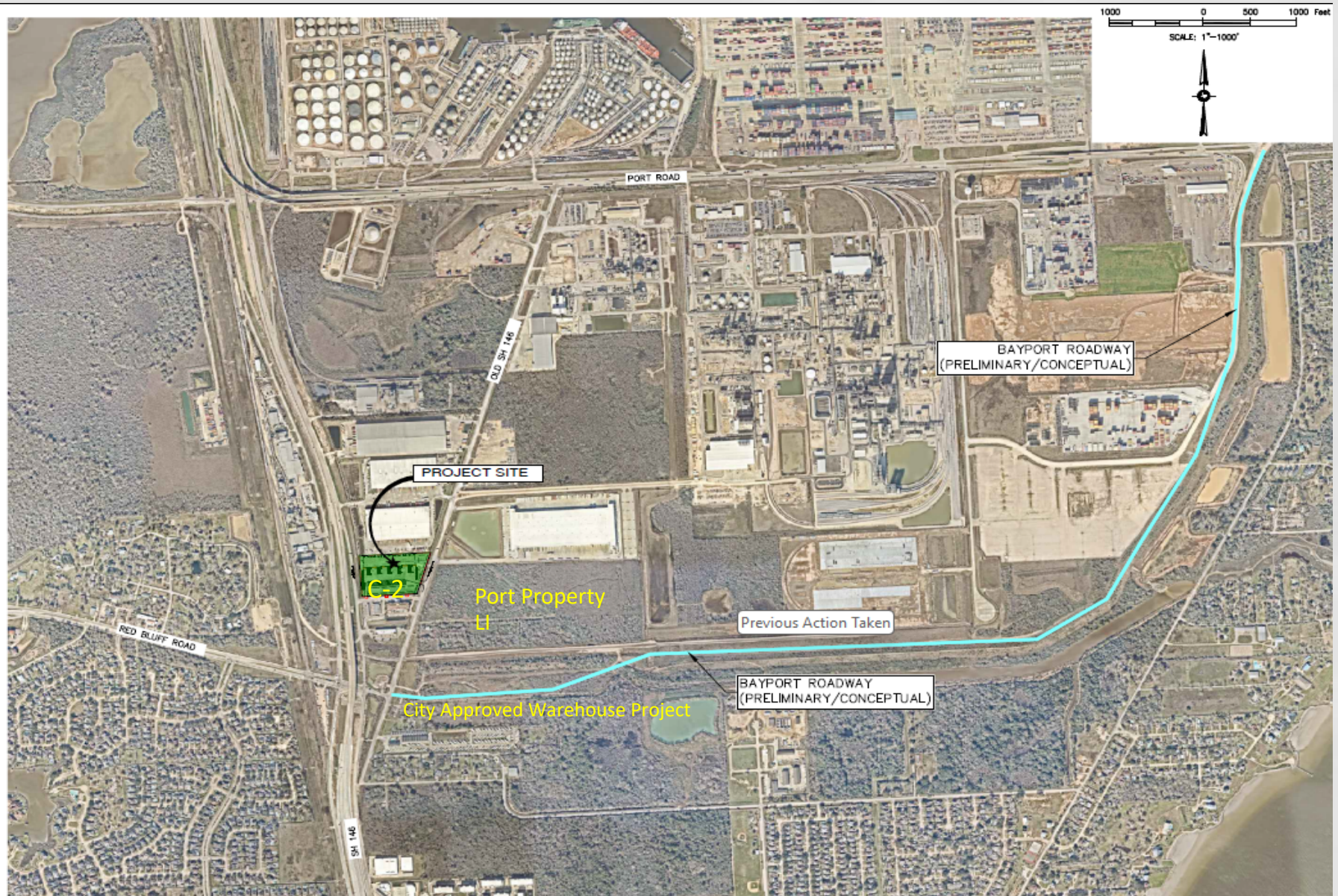
Develop and Implement a Public Safety Drone Program in 2025

- Acquire drone equipment
- Train & license personnel for 24-hour response
- Drones will be used for searches and public safety
 - Searching wooded areas for missing people or suspects
 - Searching areas of water for missing persons
 - Assisting Fire Department
 - Traffic crash investigations

Request to Amend the World Class Freezer Facility Final Planned Unit Development (PUD)

City Council
Meeting
March 4, 2025







Previous Action Taken

The Planning and Zoning Commission recommended approval of the Final PUD at its special meeting on August 6, 2024. The commission included a condition that an 8'-0" tall masonry/concrete wall be constructed along the entire property line adjacent to the commercial hotel parcel to provide proper screening from neighboring properties. The City Council also approved the request at its special meeting on the same date, with the same condition regarding the screening wall.

Requested Action

Camfield Partners, LLC. is requesting approval for an amendment to the World Class Freezer Facility Final Planned Unit Development (Final PUD). The proposed amendments include several key changes to the original development plan. First, the size of the freezer warehouse will be reduced from 134,632 square feet to 72,000 square feet, with the revised design capable of accommodating 10 individual businesses. Additionally, the site layout will be reconfigured by relocating the warehouse from its centralized position to the northern property line. The drainage detention pond will also be moved to the southern boundary of the property, creating a buffer between the site and the adjacent hotel and commercial properties.

Other proposed changes involve the access points and parking provisions. A new ingress/egress point will be added at the southwest corner of the property, providing direct access to S.H. 146. This new access point will eliminate the need for two access points from Old S.H. 146. The parking lot will be modified to include 31 tractor trailer parking spaces, 30 tractor trailer loading spaces, and 38 vehicle parking spaces to accommodate the revised facility design.

Approved Building and Site Rendering

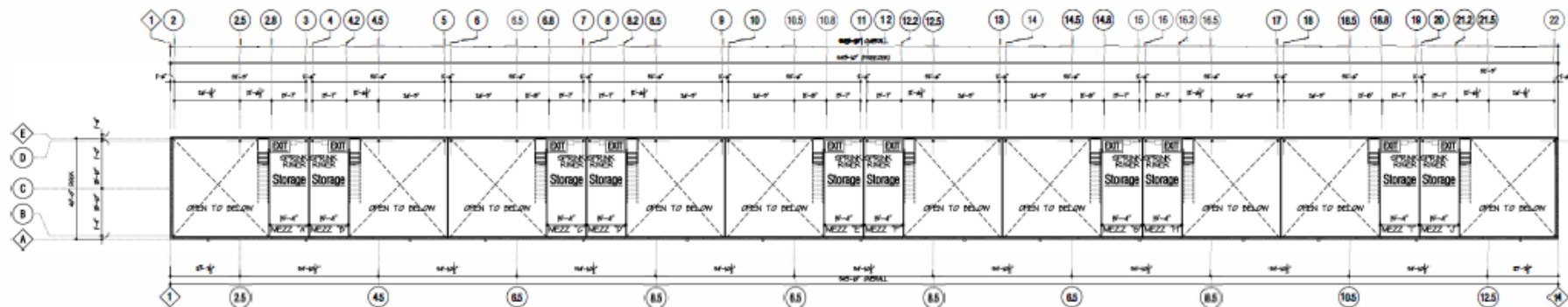
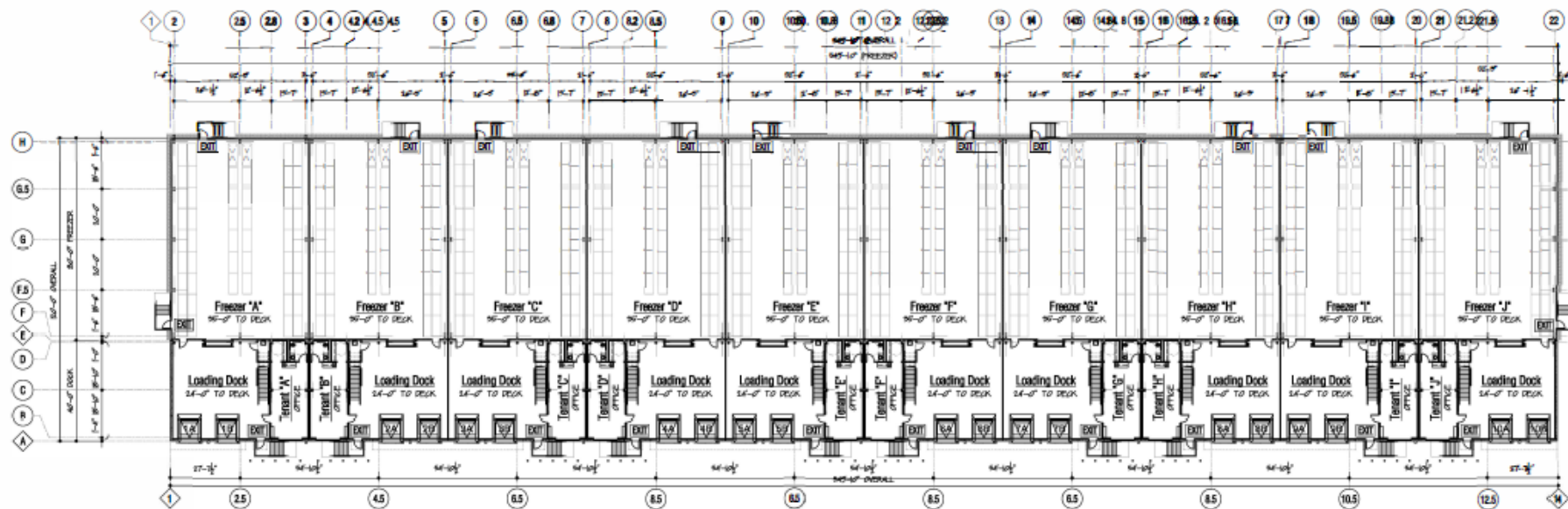




Amended Building and Site Rendering







Recommendation

The Planning and Zoning Commission, at their January 30, 2025 meeting, recommended by unanimous consent the approval of the proposed amendments to the World Class Freezer Facility Planned Unit Development.

Questions?

**AMENDMENT NO. 3
TO
MEMORANDUM OF SETTLEMENT AGREEMENT
CITY OF SEABROOK AND PORT OF HOUSTON AUTHORITY**

The Amendment No. 3 to Memorandum of Settlement Agreement (the “Amendment”) effective as of the last date set forth below, amends that certain Memorandum of Settlement (the “Agreement”) dated November 5, 2007, by and between the City of Seabrook, Texas, a home rule municipality (“Seabrook”) and the Port of Houston Authority of Harris County, Texas, a governmental subdivision of the State of Texas (“PHA”), with reference to the following recitals of fact. Except as defined herein, capitalized terms used below shall have the meanings set forth in the Agreement.

RECITALS

A. On or about October 5, 2015, the parties amended the Agreement (“Amendment 1”), in part, to provide for rail quiet zones in lieu of a Sound Barrier, to address the future need for ponds within the Pond Areas, to update the Bayport Land Use Map, to change the routing of the Exterior Rail Line, to revise specifications for the Berm, and to modify the specifications of the Commercial Road.

B. On or about May 10, 2018, the parties amended the Agreement (“Amendment 2”), in part, to modify the configuration of the Commercial Road and the terms of its dedication and to provide for development of an osprey perch and access for the site.

C. After the Agreement became effective, PHA acquired ownership of additional tracts of land commonly known as the Ootzie Tract, Old 146 Tracts, the Toddville Notch, and changed development plans on the PHA Commercial Property (collectively, the “Additional Bayport Properties,”) which are further depicted in **Exhibit A**, and whose legal descriptions are included in **Exhibits A-1 through A-4**, respectively, attached hereto. In addition, the Industrial District Agreement has expired.

D. The parties recognize that the obligations set forth in Sections 2 Pine Gully, 3 Park Property, 4.a Non-Terminal Improvements, 4.d Ponds, 6 Disannexation and Industrial District Agreement, and 8 Conditions to Effectiveness of Agreement have been fulfilled. Seabrook asserts that PHA’s construction of the Terminals has caused or is related to sedimentation of Pine Gully, despite the fulfillment of the obligations set forth in Section 2. PHA disputes these assertions. The parties’ disagreement with respect to such matters is also part of the “Pine Gully Dispute” and is referred to in this Amendment as the “Ongoing Pine Gully Dispute.”

E. The parties intend to modify the Agreement, as amended by Amendments 1 and 2, as a result of the expiration of the Industrial District Agreement, PHA’s changes in property ownership and development plans since the Agreement’s effective date, and the Ongoing Pine Gully Dispute.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 2 Pine Gully of the Agreement is amended by adding subsection f as follows:

f. In the interest of resolving the Pine Gully Dispute, the parties agree as follows:

i. PHA acknowledges that Cobb Fendley conducted a study and restudy, most recently dated June 26, 2023 (“Study”), to determine how much development can occur within the watershed draining to Pine Gully before the Todville Road bridge needs to be replaced to ensure there are no adverse impacts. The Study concluded, in part, that 46% of the remaining undeveloped portion of the Pine Gully watershed can be developed without such adverse impacts.

ii. If PHA removes any pond as described in this Amendment or develops a portion of the Bayport Property that drains to Pine Gully, PHA agrees to undertake such activities in a manner that does not interfere with Seabrook’s ability to develop or allow development of 46% of remaining undeveloped property within the Pine Gully watershed inside the city of Seabrook and not included in the Industrial District Agreement.

iii. PHA agrees to monitor or to cause tenants or consultants to monitor all outfalls from the Bayport Property that drain to Pine Gully in accordance with all requirements of the applicable Texas Pollutant Discharge Elimination System permits and to make monitoring reports publicly available.

iv. PHA agrees to convey to Seabrook, within 60 days after the Effective Date, a 40’ x 40’ pad and a 10’ pipeline easement or similar agreement in line with PHA real estate policies to Seabrook for the relocation of a sewer lift station as is generally described and depicted in **Exhibit K**. The parties agree that the value of the pad and easement or similar agreement is \$46,900/acre for a total of \$7,561, and such amount shall be deducted from amounts PHA owes Seabrook under this Agreement.

2. Section 3 Park Property is hereby amended by deleting and restating subsection d and adding subsection e as follows:

3. Park Property.

d. Within 60 days after the Effective Date, PHA agrees to pay Seabrook \$1,500,000 for, and Seabrook agrees to dedicate such payment to, the Bayside Park Extension project and other projects in the Seabrook Park System.

e. The parties acknowledge that transfer of the Park Property, payment of the amount set forth above, and preservation and use as provided herein, substantially assist in mitigation of the effects of operation of the Terminal, and settlement of the parties' disputes.

3. Section 4.a Berm and Trail System is hereby amended and restated to read in its entirety as follows:

4. Non-Terminal Improvements.

a. Berm and Trail System.

i. Berm Routing and Development.

The Parties recognize that PHA constructed a noncontinuous berm on the south border of the Terminals, as depicted on **Exhibit A** (the "Berm").

ii. Berm Specifications, Removal, and Replacement.

1. Berm Specifications. Except as otherwise provided herein, PHA agrees to maintain the height, width, and landscaping of the Berm in accordance with the specifications provided for in the Permit, as such Permit may be amended from time-to-time, or as the parties otherwise agree.

2. Berm Removal and Screening. Notwithstanding Section 4.a.ii.1, PHA may remove the portion of the Berm along Todville Road as generally depicted in **Exhibit D** ("Todville Berm"). If PHA removes the Todville Berm, PHA also agrees to construct a wall parallel with Todville Road, north of Pine Gully ("Screening Wall") as depicted in **Exhibit D**. PHA agrees to establish two minimum 50-foot corridors (collectively, "Screening Corridors") as follows: (I) if the Todville Berm is removed, between the Screening Wall and Todville Road ("Todville Screening Corridor"), and (II) along the Old Highway 146 frontage on the Ootzie Tract and Old 146 Tracts ("Old Highway 146 Screening Corridor"). PHA also agrees to install landscaping in the Screening Corridors following the standards set forth in **Exhibit H-4**. At the point where the Berm ends and the Screening Wall begins, PHA agrees to install screening in the form of either a wall or landscaping following the standards set forth in **Exhibit H-4**.

iii. Trail System.

1. The parties acknowledge that they cooperated to plan and install a trail system that is generally 10-feet wide decomposed granite or pavement on and south of the Berm as generally depicted in **Exhibit A**

(the “Trail System”) and that PHA dedicated easements for the applicable portions of the Trail System.

2. In addition to any other provisions herein, if PHA removes the Todville Berm, PHA agrees to extend the Trail System into the Todville Screening Corridor as generally depicted in **Exhibit D** and to dedicate easements for such portions of the Trail System. The instrument(s) dedicating the Trail System shall provide that Seabrook improve or cause third parties to improve and maintain and bear responsibility for use of the Trail System and shall otherwise be in form and substance reasonably acceptable to the parties and their respective counsel.

3. If PHA constructs the Commercial Road and, in doing so, disturbs any portion of the Trail System, PHA agrees to reconstruct the disturbed portion, as generally depicted in **Exhibit D**, to construct a small parking lot in a location to be determined by the parties, and to dedicate easements for such portions of the Trail System. The instrument(s) dedicating the Trail System shall provide that Seabrook (or another third party) shall improve or cause third parties to improve and maintain and bear responsibility for use of the Trail System and shall otherwise be in form and substance reasonably acceptable to the parties and their respective counsel.

4. The parties acknowledge that dedication of the Trail System and hike and bike trail as provided herein substantially assists in mitigation of the effects of operation of the Terminal and settlement of the parties’ dispute.

4. Section 4.b Commercial Road, subsections (i) Routing, (ii) Dedication, and (iii) Improvement are hereby deleted and restated to read in their entirety as follows:

4. Non-Terminal Improvements.

b. Commercial Road.

i. Routing. The parties agree PHA may, in its sole discretion, construct a new road in the Road Corridor depicted on **Exhibit D** (the “Commercial Road”). The parties acknowledge that, as of the Effective Date, the design of the Commercial Road is conceptual and is likely to be routed in one of the alignments shown in **Exhibits G-1 through G-4**. The parties acknowledge that a portion of the Commercial Road is adjacent to an Office Warehousing Zone within the city limits of Seabrook as depicted on **Exhibits G-1 through G-4**. The parties agree that if PHA constructs the Commercial Road, PHA will also (I) provide a roadway stub out to the future Seabrook Office Warehousing Zone; and (II) remove two 60”

culverts in Pine Gully while maintaining the Trail System connectivity as depicted on **Exhibits G-1 through G-4 and D**.

ii. Dedication. The parties acknowledge that PHA granted to Seabrook a Right of Way Permanent Easement over a portion of the Commercial Road (the “Easement”), which Easement is recorded in the Official Records of the Harris County Clerk at File No. RP-2018-357895, dated August 6, 2018. Within 60 days after the Effective Date, PHA shall pay to Seabrook \$283,656 as consideration for and Seabrook shall convey the Easement to PHA in form and substance attached hereto as **Exhibit J**.

iii. Improvement. The parties acknowledge that at this time no mechanism exists for the maintenance or ownership of the Commercial Road. However, the parties shall reasonably cooperate, at no obligation to incur any expense, to request that a suitable third-party government agency own and maintain the Commercial Road. The parties acknowledge that in the event reasonable changes in the specifications or routing of Commercial Road in an alignment depicted in **Exhibit G-1 through G-4** are required to obtain its improvement, such as geotechnical or environmental conditions, or to obtain the consent of such government agency to own and maintain it, such changes shall be deemed acceptable to each party.

5. Section 4.d Ponds is hereby deleted and restated to read in its entirety as follows:

4. Non-Terminal Improvements.

d. Ponds.

i. The parties acknowledge that PHA constructed detention ponds, retention ponds, and detention / retention ponds on the south border of the Terminals (the “Pond Areas”), as required under the Permits and that the Pond Areas are included in the Bayport Property. The parties also acknowledge that PHA constructed three additional ponds as part of the development of the Bayport Property as depicted in **Exhibit D**.

ii. The parties agree that PHA may, subject to the provisions in this Amendment and subject to approval by any agency with regulatory oversight, remove or otherwise modify any or all ponds on the Bayport Property and make other drainage improvements and modifications to support development of the Bayport Property.

6. Section 6 Disannexation and Industrial District Agreement is hereby amended to add subsections d and e as follows:

6. Disannexation and Industrial District Agreement.

d. No later than thirty (30) days following the Effective Date, Seabrook shall prepare and place on the agenda of the Council, for its consideration and action: (i) a proposed ordinance for disannexation from Seabrook of the Additional Bayport Properties, (ii) an amendment to the Industrial District Ordinance enlarging the previously established Industrial District to cover the Additional Bayport Properties, and (iii) an amendment and restatement of the Industrial District Agreement with PHA in the form set forth in **Exhibit I**, which shall include the Additional Bayport Properties.

e. Fee. In consideration for the parties' agreement to amend the Agreement and to add additional parcels to the Industrial District Property, no later than 60 days after the Effective Date ("Payment Date"), Port Authority shall pay Seabrook \$700,000 and the first "Annual Payment" amount as set forth below. Port Authority shall, thereafter, pay Seabrook the Annual Payment on the anniversary of the Payment Date as set forth below. The total amount to be paid to Seabrook under this Section over fifteen years is \$1,645,000.

ANNUAL PAYMENT

	Year	Annual Payment Amount (\$)	Escalator
1	2025	35,000	n/a
2	2026	38,500	10%
3	2027	42,350	10%
4	2028	46,585	10%
5	2029	51,244	10%
6	2030	54,831	7%
7	2031	58,669	7%
8	2032	62,775	7%
9	2033	67,170	7%
10	2034	71,872	7%
11	2035	75,465	5%
12	2036	79,239	5%
13	2037	83,200	5%
14	2038	87,360	5%
15	2039	91,728	5%

7. Section 9 Mutual Releases is hereby amended to add Subsection c as follows:

c. To the extent permitted by the Constitution and the laws of the State of Texas, the parties agree that the "Released Matters" in Section 9.a.i include the "Ongoing Pine Gully Dispute" as defined in the Recitals of this Amendment. In consideration therefore, PHA agrees to pay Seabrook \$503,125 within 60 days after the Effective Date.

8. Payment Summary. As a summary only, and not as an additional obligation, in accordance with the provisions above, PHA agrees to pay Seabrook the following amounts for a total of \$3,931,781:

- a. Within 60 days after the Effective date, \$1,500,000 for the Bayside Park Extension project and other projects in the Seabrook Park System;
- b. Within 60 days after the Effective date, \$283,656 for the Easement; and
- c. Within 60 days after the Effective date, \$503,125 for inclusion of the Ongoing Pine Gully Dispute in the Released Matters.
- d. Within 60 days after the Effective date, \$700,000 and the first Annual Payment of \$35,000 for the additional parcels in the Industrial District Agreement, and annually thereafter, each Annual Payment for a total over 15 years of \$1,645,000.

9. Conditions to Effectiveness of Amendment. The effectiveness of this Amendment is expressly conditioned upon the approval by the Seabrook City Council of the Industrial District Agreement, in the form set forth in Exhibit I, on or before May 1, 2025, with no conditions or stipulations unacceptable to PHA in its sole discretion.

10. Amendment of Exhibits. Exhibits A, D, G, H3, and I are deleted and restated as attached hereto.

11. Addition of Exhibits. Exhibits A-1, A-2, A-3, A-4, H-4, and J are hereby added to the Agreement as attached hereto.

12. Deletion of Exhibits. Exhibit F, Schedule 1, and Schedule 2 are hereby deleted from the Agreement.

13. Recordation. In the event the Agreement was previously recorded in the Real Property Records of Harris County, Texas, then following the Effective Date, an original counterpart of this Amendment shall be promptly recorded as well by PHA in the Real Property Records of Harris County, Texas.

14. Except as amended by this Amendment, to Agreement, as amended, shall remain in full force and effect.

[Signatures On Following Page(s)]

IN WITNESS WHEREOF, this Amendment No. 3 to Memorandum of Settlement Agreement has been executed by the parties in multiple counterparts on the last date set forth below (the “Effective Date”).

CITY OF SEABROOK, TEXAS

**PORT OF HOUSTON AUTHORITY OF
HARRIS COUNTY, TEXAS**

Thom Kolupski
Mayor

Charlie Jenkins
Chief Executive Officer

Dated: _____

Dated: _____

ATTEST

APPROVED AS TO CONTENT

Rachel Lewis
City Secretary

Jordan Frisby
Director Technical & Business Analytics

APPROVED AS TO FORM

APPROVED AS TO FORM:

David Olson
City Attorney

Erik A. Eriksson
Chief Legal Officer

FUNDS ARE AVAILABLE TO MEET
THIS OBLIGATION WHEN DUE:

Financial Services

Table of Exhibits

Exhibit A	Bayport Property Map
Exhibit A-1	Legal Description Ootzie Tract
Exhibit A-2	Legal Description Old 146 Tracts
Exhibit A-3	Legal Description of Todville Notch
Exhibit A-4	Legal Description of PHA Commercial Property
Exhibit D	Bayport Land Use Map
Exhibit G	Commercial Road Alignment Options
Exhibit H-3	Container Storage Specifications
Exhibit H-4	Screening Corridor Standards
Exhibit I	Industrial District Agreement
Exhibit J	Right of Way Easement
Exhibit K	Description for Sewer Lift Station Property and Easement

EXHIBIT A

BAYPORT PROPERTY

Exhibit A - Bayport Property Map

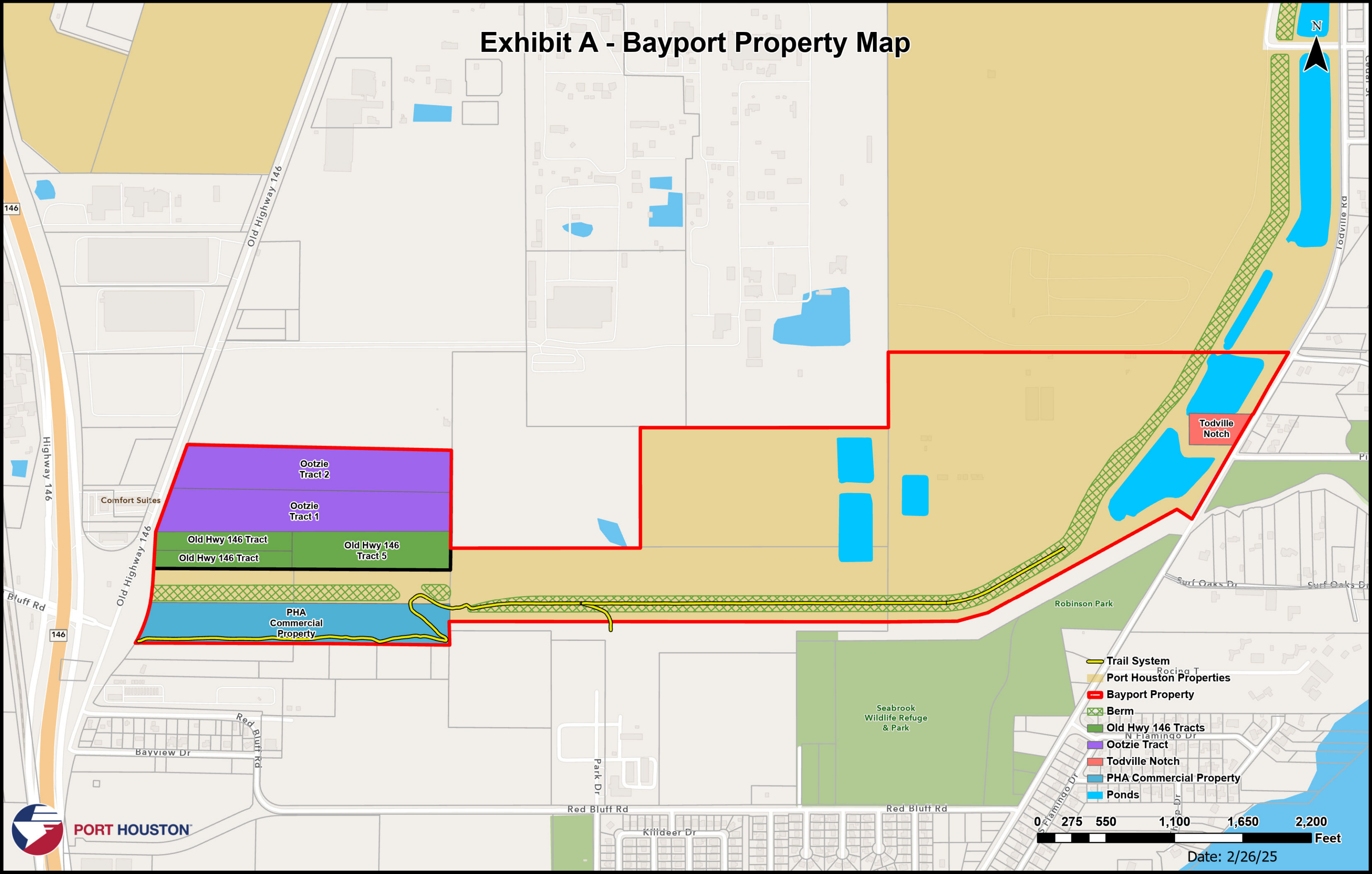


EXHIBIT A-1

LEGAL DESCRIPTION

OOTZIE TRACT

METES AND BOUNDS DESCRIPTION
34.926 ACRES OUT OF
THE RITSON MORRIS SURVEY, A-52
HARRIS COUNTY, TEXAS

A tract of land containing 34.926 acres (1,521,367 square feet) out of the Ritson Morris Survey, Abstract No. 52, Harris County, Texas, being all of a called 17.298 acre tract and all of a 17.296 acre tract conveyed to Ootzie of Texas, LLC as recorded under Clerk's File No. 20070662868 of the Official Public Records of Real Property of Harris County (O.P.R.R.P.H.C.), all bearings and coordinates are based on the Texas State Plane Coordinate System, South Central Zone, North American Datum of 1983 (1993 ADJUSTMENT), said 34.926 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 3" pinch top pipe found at the northwest corner of the called 17.296 acre tract and the southwest corner of a called 34.62856 acre tract as recorded under Clerk's File No. S958786 of the O.P.R.R.P.H.C., lying in the eastern right of way of Old Highway 146 (right of way varies), being the POINT OF BEGINNING and northwest corner of the herein described tract, having a coordinate value of X=3,231,264.58 (E), Y=13,784,268.74 (N);

THENCE NORTH 88 degrees 13 minutes 28 seconds EAST, 2,122.55 feet along the south line of said 34.62856 acres, and along the north line of said 17.296 acres to a 2" iron pipe found in the west line of a called Remainder of 203.1442 acre tract as recorded under Clerk's File No. S889109 of the O.P.R.R.P.H.C., being the southeast corner of said 34.62856 acre tract and the northeast corner of the herein described tract;

THENCE SOUTH 02 degrees 40 minutes 44 seconds EAST, 651.14 feet along the west line of said Remainder of 203.1442 acres to a 5/8" iron rod found at the northeast corner of a called 8.88 acre tract as recorded under Clerk's File No. RP-2018-377110 of the O.P.R.R.P.H.C., being the southeast corner of said 17.298 acres, and the southeast corner of the herein described tract;

THENCE SOUTH 86 degrees 54 minutes 22 seconds WEST, 2,372.74 feet along the southern line of said 17.298 acres and the north line of said 8.88 acres and the north line of a called 3.7818 acre tract as recorded under Clerk's File No. 20130646764 of the O.P.R.R.P.H.C. to a concrete monument found in the eastern right of way of Old Highway 146 for the northwest corner of said 3.7818 acre tract, being the southeast corner of said 17.298 acres, and being the southwest corner of the herein described tract;

THENCE NORTH 16 degrees 57 minutes 23 seconds EAST, 745.12 feet along the east right of way line of Old Highway 146, along the west line of said 17.298 acres and said 17.296 acres to the POINT OF BEGINNING of the herein described tract, containing 34.926 acres (1,521,367 square feet) of land.

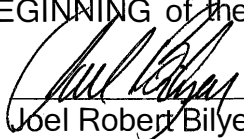

Joel Robert Bilyeu
Registered Professional Land Surveyor
Texas Registration No. 6106
February 26, 2021
S&V Surveying, Inc.
T.B.P.E.L.S. Registration No. 120247-00
20111 Krahn
Spring, Texas 77388
Ph: 281.353.2570

EXHIBIT A-2

LEGAL DESCRIPTION

OLD 146 TRACTS

LEGAL DESCRIPTION**3.7054 ACRE TRACT**

BEING A TRACT OF LAND CONTAINING 3.7054 ACRES (161,406 SQUARE FEET), SITUATED IN THE RITSON MORRIS SURVEY, ABSTRACT 52, HARRIS COUNTY, TEXAS, BEING OUT OF LOT 1 OF THE EAST END OF LOT 2 OF THE SUBDIVISION OF RITSON MORRIS LEAGUE, A SUBDIVISION RECORDED IN VOLUME 470, PAGE 496 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS AND BEING ALL OF A TRACT OF LAND CONVEYED TO DAVID A. DEANE BY DEED RECORDED UNDER COUNTY CLERK'S FILE NO. X778689 OF THE OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, SAID 3.7054 ACRE TRACT, BEING THE SAME TRACT AS RECORDED UNDER COUNTY CLERK'S FILE NO. 2016-185573 OF THE OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a set 1/2 inch rod with cap marked "Survey 1", from which a found 1/2 inch iron rod bears south 24 degrees 32 minutes west at a distance of 1.9 feet for the northeast corner of a called 15.936 acre tract of land conveyed to the Port of Houston Authority by deed recorded under County Clerk's File No. V897016 of the Official Public Records of Harris County, Texas and for the southeast corner of Lot 1 and said tract herein described;

THENCE South 87 degrees 14 minutes 16 seconds West, a distance of 1,111.42 feet to a point in the east right-of-way line of Old Highway 146 (width varies), being the northwest corner of said called 15.936 acre tract and for the southwest corner of said tract herein described, from which a found 1/2 inch iron rod bears south 08 degrees 35 minutes east at a distance of 0.6 feet;

THENCE North 00 degrees 25 minutes 08 seconds East, along the east right-of-way line of said Old Highway 146, a distance of 145.97 feet to a set 1/2 inch rod with cap marked "Survey 1" in the east right-of-way line of said Old Highway 146, for the southwest corner of a tract of land conveyed to Ootzie Properties Hou LLC by deed recorded under County Clerk's File No. 20130646764 of the Official Public Records of Harris County, Texas and for the northwest corner of said tract herein described;

THENCE North 87 degrees 14 minutes 16 seconds East, a distance of 1,103.49 feet to a set 1/2 inch rod with cap marked "Survey 1" for the southeast corner said Ootzie Properties Hou LLC and for the northeast corner of said tract herein described;

THENCE South 02 degrees 41 minutes 46 seconds East, a distance of 145.75 feet to the **POINT OF BEGINNING** and containing 3.7054 acres (161,406 square feet), more or less.

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy

Attest: 7/16/2020

Chris Hollins, County Clerk

Harris County, Texas

Eloise G. Campos
Eloise G. Campos

Deputy



CON:552959|16724674



3.7818 ACRE TRACT

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 3.7818 ACRES SITUATED IN THE RITSON MORRIS SURVEY, ABSTRACT No. 52, HARRIS COUNTY, TEXAS, AND BEING OUT OF AND PART OF A CERTAIN 8 ACRE TRACT AS DESCRIBED IN A DEED FROM MRS. VIRGINIA B. LARRABEE, A WIDOW, TO OLIVER P. CHRISTY, JR. AND WIFE, IRMA LARRABEE CHRISTY, DATED MAY 2, 1946, RECORDED IN VOLUME 1457, PAGE 95, OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, TO WHICH DEED REFERENCE IS HERE MADE FOR PURPOSE OF DESCRIPTION; SAID 3.7818 ACRE TRACT BEING THE SAME TRACT AS RECORDED IN HARRIS COUNTY CLERK'S FILE No. 20130646764 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

BEGINNING at an iron rod marking the Northeast corner of said 8 acre tract, also being the Northeast corner of the tract herein described;

THENCE South 87° 10' 31" West, along and with the North line of said 8 acre tract, a distance of 1095.15 feet to a concrete right-of-way marker on the East right-of-way line of State Highway No. 146;

THENCE South 00° 32' 30" West, along and with said right-of-way line, a distance of 148.32 feet to an iron rod marking the Southwest corner of the tract herein described;

THENCE North 87° 21' 57" East, a distance of 1102.75 feet to an iron pipe far corner on the East line of said 8 acre tract;

THENCE North 02° 24' 12" West, along and with said East line of the 8 acre tract, a distance of 151.73 feet to the **PLACE OF BEGINNING** and containing 3.7818 acres of land, more or less.

Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy

Attest: 7/16/2020

Chris Hollins, County Clerk
Harris County, Texas

Eloise G. Campos
Eloise G. Campos

Deputy



CON:552959|16755024



EXHIBIT A-2

LEGAL DESCRIPTION

8.88 ACRE TRACT

A tract or parcel of land being 8.88 acres, more or less, out of the Ritson Morris Survey Abstract 52, Harris County, Texas, and being that same land described in deed dated April 10, 1937, from Oscie J. Menard, et al, to Virginia Larrabee, recorded in Volume 1209, Page 715 of the Deed Records of Harris County, Texas, and being more particularly described as follows:

BEGINNING at the Northeast corner of Tract No. 1 of the subdivision of 70.84 acres of land, as shown by the map or plat thereof, prepared by T. J. Mahaffey, Surveyor, recorded in Volume 470, Page 495 of the Deed Records of Harris County, Texas, said 70.84 acre tract being in Lot No. Two (2) in the Northern part of the Ritson Norris Survey, as shown by the map or plat of the subdivision of said Ritson Morris League, recorded in Volume 49, Page 308 of the Deed Records of Harris County, Texas, and also shown by map or plat of said Lots No. One (1) and Two (2) of said subdivision of said Ritson Morris League, prepared by the Stimson Engineering Company, recorded in Volume 725, Pages 170 and 171 of the Deed Records of Harris County, Texas;

THENCE in an Easterly direction along the North line of said Lot No. Two (2), a distance of 1274.00 feet, more or less, to the East line of said Lot No. Two (2) and the West line of the Dobie Tract, as shown by the map or plat recorded in Volume 49, Page 308 of the Deed Records of Harris County, Texas;

THENCE in a Southerly direction along the East line of the said Lot No. Two (2), and the West line of said Dobie Tract, a distance of 304.40 feet, more or less, for corner;

THENCE in a Westerly direction 1274.00 feet, more or less, to the Southeast corner of Tract No. One (1) of said subdivision of said 70.84 acre tract above mentioned;

THENCE in a Northerly direction along the East line of said Tract No. One (1) a distance of 300.00 feet, more or less, to the North line of said Lot No. Two (2) and the PLACE OF BEGINNING.

EXHIBIT A-3

LEGAL DESCRIPTION OF TODVILLE NOTCH

EXHIBIT A-3

PROPERTY DESCRIPTION

Being a tract of land containing 2.500 acres (108,905 square feet) of land, more or less, situated in the Ritson Morris League, A-52, Harris, County, Texas, being a partial remainder of a called 338.8966 acre tract described in deed from Humble Oil & Refining Company to Friendswood Development Company, dated September 22, 1967, recorded under Clerk's File Number C-581822 {Film Code Number 081-36-1268) of the Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.); said 2.500 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at Copperweld Rod No. 2905, found for corner in the easterly line of a called 561. 779 acre tract described as Tract "I" in deed to Hudson Oil Company, recorded under Clerk's File Number E-398850 (Film Code Number 118-11-0376) of the H.C.O.P.R.R.P. being in the northwesterly right-of-way line of Todville Road (60-foot R.O.W.);

THENCE, South 86° 57' 42" West, departing said northwesterly right-of-way line and along said easterly line, a distance of 360.10 feet to Copperweld Rod No. 2906 found for corner;

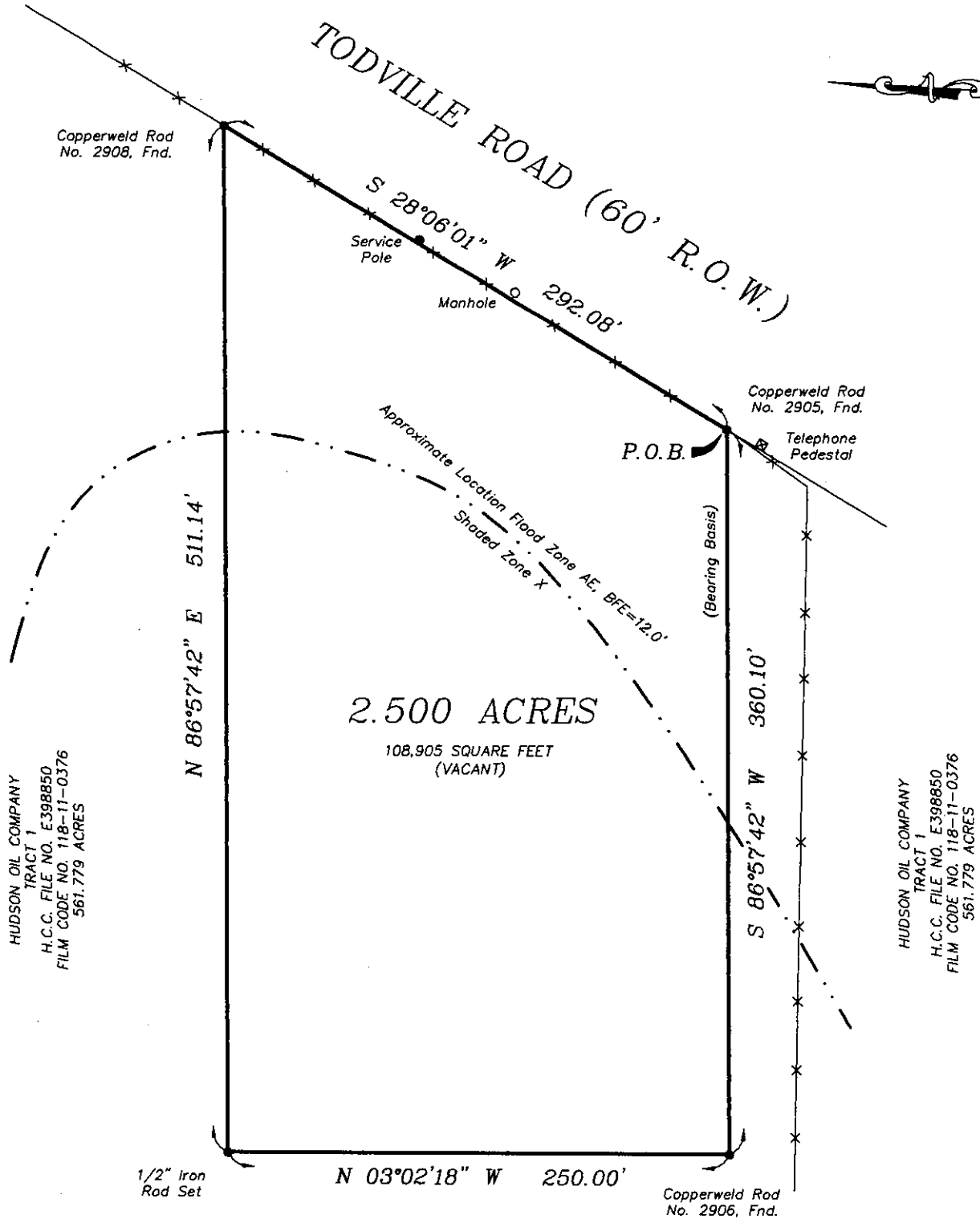
THENCE, North 03° 02' 18" West, continuing along said easterly line, a distance of 250.00 feet to 1/2-inch iron rod set for corner;

THENCE, North 86° 57' 42" East, continuing along said easterly line, a distance of 511.14 feet to Copperweld Rod No. 2908 found for corner in the northwesterly right-of-way line of said Todville Road;

THENCE, South 28° 06' 01" West, departing said easterly line and along the northwesterly right-of-way line of Todville Road, a distance of 292.08 feet to the POINT OF BEGINNING, and containing 2.500 acres (108,905 square feet) of land, more or less.

SURVEY OF

THE PROPERTY LOCATED TODVILLE ROAD, BEING A TRACT OF LAND CONTAINING 2.500 ACRES (108,905 SQUARE FEET) OF LAND SITUATED IN THE RITSON MORRIS LEAGUE, A-52, HARRIS COUNTY, TEXAS AND BEING A PARTIAL REMAINDER OF A CALLED 338.8966 ACRE TRACT DESCRIBED IN DEED FROM HUMBLE OIL & REFINING COMPANY TO FRIENDSWOOD DEVELOPMENT COMPANY, DATED SEPTEMBER 22, 1967 AND RECORDED UNDER FILE NUMBER C581822, FILM CODE NUMBER 081-36-1268 OF THE HARRIS COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY (H.C.O.P.R.R.P.); SAID 2.500 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS ATTACHED.



GENERAL NOTES:

1. Subject to terms, conditions and provisions of City of Houston Ordinance No. 85-1878 and recorded under Harris County Clerk's No. N253886.

TO: CROSBY STATE BANK AND AMERICAN TITLE CO., EXCLUSIVELY.

I, Todd J. Slaton, Registered Professional Land Surveyor No. 5082, do hereby certify that the plat shown hereon was prepared from an actual survey made on the ground under my supervision and conforms to the Texas Board of Professional Land Surveying minimum standards adopted September 1, 1992; the size, location and types of improvements are shown with setback dimensions where applicable. There are no apparent visible encroachments, conflicts or protrusions except as shown. All easements shown are per the reference plat unless noted otherwise. This plat was prepared specifically for the transaction referenced below. The undersigned assumes no responsibility for any other use. Certification shown below is revoked and this survey is null and void if this document is altered in any manner, or does not bear an original seal and signature of Todd J. Slaton in blue ink.

FLOOD STAMP

IT APPEARS THROUGH VISUAL INTERPOLATION THAT ACCORDING TO THE FLOOD INSURANCE RATE MAPS, COMMUNITY-PANEL NO. 485507 1105 L, EFFECTIVE DATE JUNE 18, 2007, THE EASTERLY PORTION OF THIS PROPERTY DOES LINE IN FLOOD ZONE AE, BFE=12.

NOT FOR CONSTRUCTION

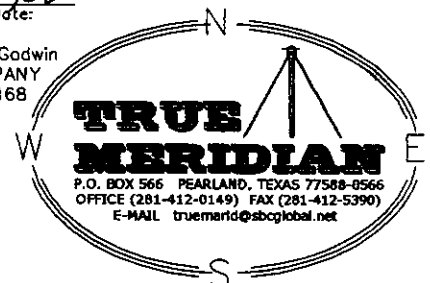
SCALE: 1" = 60'
DATE SURVEYED: SEPT. 9, 2008
JOB NO. 08-1550

By: Todd J. Slaton
Todd J. Slaton, Registered Professional Land Surveyor No. 5082

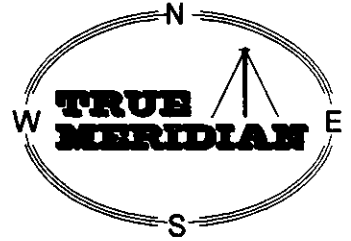
9/12/08
Date:



PURCHASER: Tom L. Godwin
AMERICAN TITLE COMPANY
G.F. NO.: 1229-08-1168



TRUE MERIDIAN



P.O. Box 566 • Pearland, Texas 77588-0566 • Office: (281) 412-0149 • Fax: (281) 412-5390

FIELD NOTE DESCRIPTION BEING A TRACT OF LAND CONTAINING 2.500 ACRES (108,905 SQUARE FEET) OF LAND SITUATED IN THE RITSON MORRIS LEAGUE, A-52, HARRIS COUNTY, TEXAS AND BEING A PARTIAL REMAINDER OF A CALLED 338.8966 ACRE TRACT DESCRIBED IN DEED FROM HUMBLE OIL & REFINING COMPANY TO FRIENDSWOOD DEVELOPMENT COMPANY, DATED SEPTEMBER 22, 1967 AND RECORDED UNDER FILE NUMBER C581822, (FILM CODE NUMBER 081-36-1268) OF THE HARRIS COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY (H.C.O.P.R.R.P.); SAID 2.500 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a Copperweld Rod No. 2905 found for corner in the Easterly line of a called 561.779 acre tract described as Tract 1 in deed to Hudson Oil Company recorded under File Number E398850, Film Code Number 118-11-0376 of the H.C.O.P.R.R.P. being in the Northwestern right-of-way line of Todville Road (60' R.O.W.);

THENCE S 86°57'42" W, departing said Northwestern right-of-way line and along said Easterly line, a distance of 360.10 feet to a Copperweld Rod No. 2906 found for corner;

THENCE N 03°02'18" W, continuing along said Easterly line, a distance of 250.00 feet to 1/2 inch iron rod set for corner;

THENCE N 86°57'42" E, continuing along said Easterly line, a distance of 511.14 feet to a Copperweld Rod No. 2908 found for corner in the Northwestern right-of-way line of Todville Road;

THENCE S 28°06'01" W, departing said Easterly line and along the Northwestern right-of-way line of Todville Road, a distance of 292.08 feet to the PLACE OF BEGINNING and containing 2.500 acres (108,905 square feet) of land, more or less.

Todd J. Slaton, R.P.L.S. No. 5082
September 12, 2008



EXHIBIT A-4

LEGAL DESCRIPTION OF PHA COMMERCIAL PROPERTY

EXHIBIT A-4

18.317 ACRE TRACT
TRACT B
OUT OF THE RITSON MORRIS LEAGUE A-52
SEABROOK, HARRIS COUNTY, TEXAS

Being 18.317 acres out of the following; a called 15.936 acre tract as recorded as described in an instrument recorded at Harris County Clerks File Number (HCCFN) V897016, a called 8.838 acre tract as described in an instrument recorded at HCCFN V894192 and a called 8.85 acre tract as described in an instrument recorded at HCCFN U845272, located in the Ritson Morris League, Abstract 52, Harris County, Texas and being more particularly described as follows:

COMMENCING at the northwest corner of said called 15.936 acre tract and the southwest corner of a 3.700 acre tract as described in an instrument recorded at HCCFN P772471 also being in the easterly line of State Highway 146 (variable width).

THENCE, South 00 degrees 28 minutes 43 seconds West along the said easterly line of State Highway 146, a distance of 152.69 feet to the beginning of a non-tangent curve to the left;

THENCE, southerly 126.72 feet along the arc of said non-tangent curve to the right, said curve having a radius of 1,102.14 feet and a chord of South 03 degrees 46 minutes 21 seconds West a distance of 126.65 feet to the **PLACE OF BEGINNING**.

1. **THENCE**, North 87 degrees 17 minutes 51 seconds East, a distance of 2,407.80 feet to the northeast corner of the herein described tract in the west line of a called 203.1442 acre tract as described in an instrument recorded at HCCFN S889109;
2. **THENCE**, South 02 degrees 38 minutes 11 seconds East along the said west line of called 203.1442 acre tract, a distance of 330.50 feet to the southeast corner of the herein described tract same being the southwest corner of said called 8.85 acre tract and the northeast corner of a called 1 acre tract as described in an instrument recorded at HCCFN E678129;
3. **THENCE**, South 87 degrees 41 minutes 34 seconds West, along the north line of the following tracts said called 1 acre tract, a called 2.66 acre tract as described in an instrument recorded at volume 1167, page 96 Harris County Deed Records(HCDR), and a called 2.74 acre tract as described in an instrument recorded at HCCFN S071828, a distance 1,273.97 feet to a point for a corner;

18.317 ACRE TRACT

4. **THENCE**, South 87 degrees 03 minutes 18 seconds West, along the north line of the following tracts said called 2.74 acre tract and a called 4 acre tract described in an instrument recorded at volume 2182, page 557 a distance 1,244.70 feet to the southwest corner of the herein described tract in the said easterly line of State Highway 146, being in a non-tangent curve to the left;
5. **THENCE**, northerly 346.80 feet along the arc of said non-tangent curve to the left with the said easterly line of State Highway 146, said curve having a radius of 1,102.14 feet and a chord of North 16 degrees 04 minutes 51 seconds East a distance of 345.37 feet to the **PLACE OF BEGINNING**.

N

OLD HWY 146

N00° 28' 43" E
152.68'

R=1102.14'
L126.72
CB=N03° 46' 21" E
CD=126.65'

R=1102.14'
L=346.80'
CB=N16° 04' 51" E
CD=345.37'

CALLED 3.700 ACRE
H.C.C.F. NO. P772471

CALLED 8.88 ACRE
H.C.C.F. NO. R034696

N87° 17' 51" E - 2385.37'

CALLED 8.838 ACRE
H.C.C.F. NO. V894192

S02° 38' 11" E
278.29'

CALLLED 203.1442 ACRE
H.C.C.F. NO. S889109

S02° 38' 11" E
330.50'

CALLLED 15.936 ACRES
H.C.C.F. NO. T178406

N87° 17' 51" E - 2407.80'

TRACT "B"
18.317 ACRES

CALLLED 8.85 ACRE
H.C.C.F. NO. U845272

S87° 03' 18" W - 1244.70'

CALLLED 4 ACRE
VOL. 2182, PG. 557, H.C.D.R.

S87° 41' 34" W - 1273.97'

CALLLED 2.74 ACRE
H.C.C.F. NO. S071828

CALLLED 2 2/3 ACRE
VOL. 1167, PG. 96, H.C.D.R.

CALLLED ONE ACRE
H.C.C.F. NO. E678129

CALLLED ONE ACRE
H.C.C.F. NO. E678129

EXHIBIT B - LAND SWAP

DATE: 12-05-07

SCALE: 1" = 400'

GF.NO: N/A



Civil Concepts, Inc.

3425 Federal Street
Pasadena, Texas 77504
Phone: 713.947.6606

SURVEYING & MAPPING
CIVIL ENGINEERING, CONSTRUCTION

EXHIBIT D

BAYPORT LAND USE MAP

Exhibit D - Bayport Land Use Map



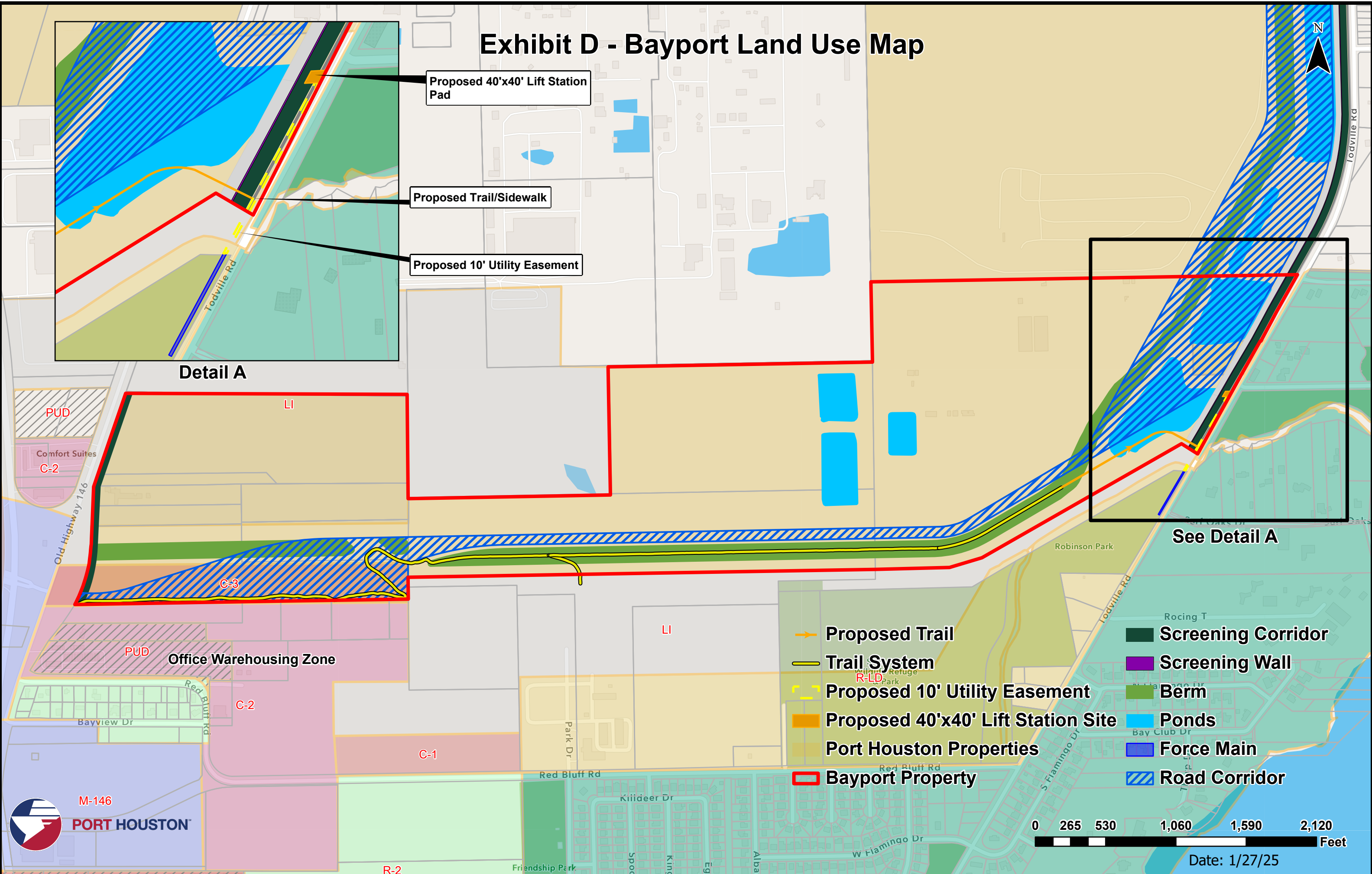
Proposed 40'x40' Lift Station Pad

Proposed Trail/Sidewalk

Proposed 10' Utility Easement

Detail A

See Detail A



- Proposed Trail
- Trail System
- Proposed 10' Utility Easement
- Proposed 40'x40' Lift Station Site
- Port Houston Properties
- Bayport Property
- Screening Corridor
- Screening Wall
- Berm
- Ponds
- Force Main
- Road Corridor



Date: 1/27/25

EXHIBITS G-1 THROUGH G-4
COMMERCIAL ROAD ALIGNMENT OPTIONS

Exhibit G-1 - Commercial Road Alignments

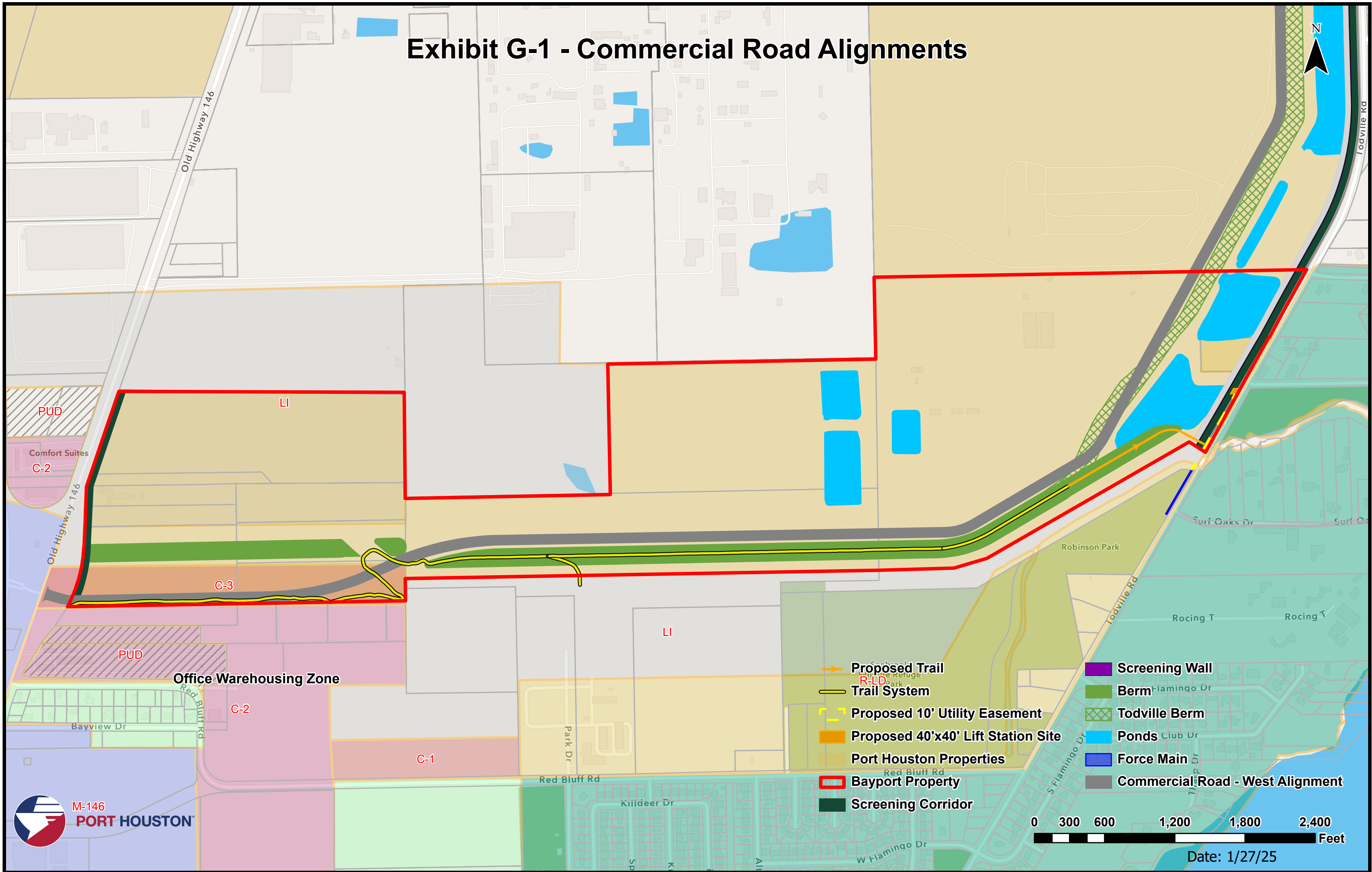


Exhibit G-2 - Commercial Road Alignments

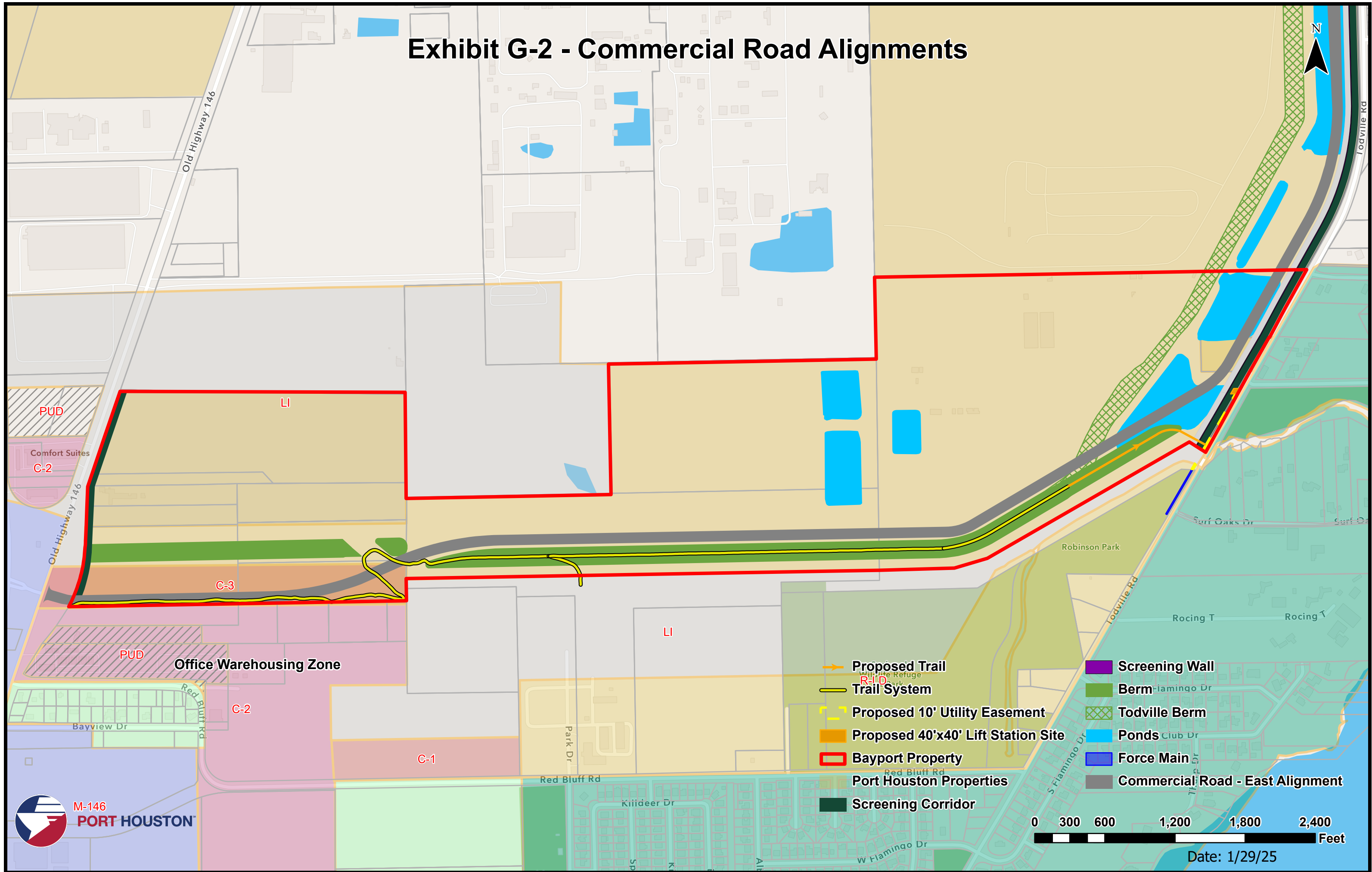


Exhibit G-3 - Commercial Road Alignments

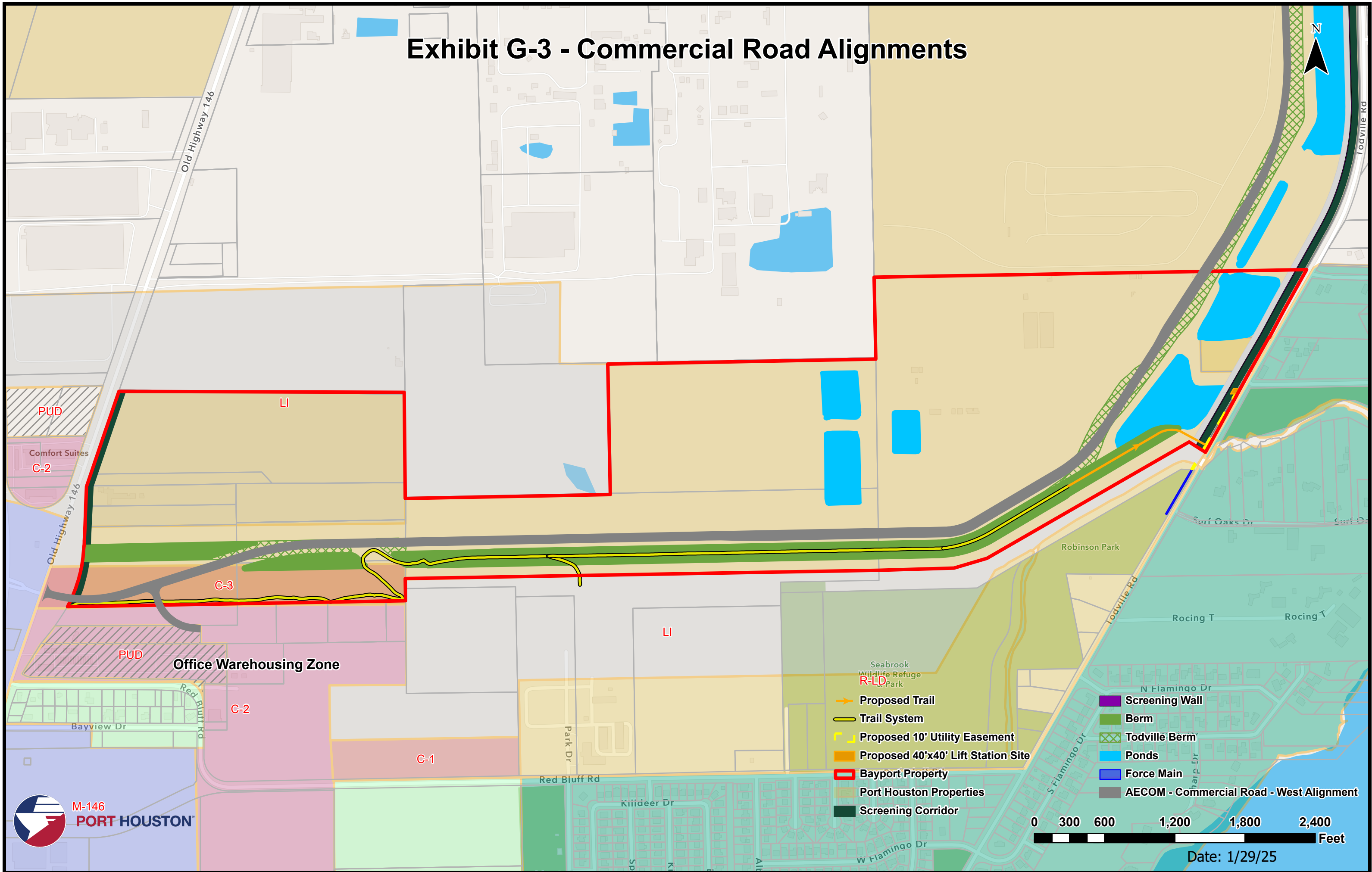


Exhibit G-4 - Commercial Road Alignments

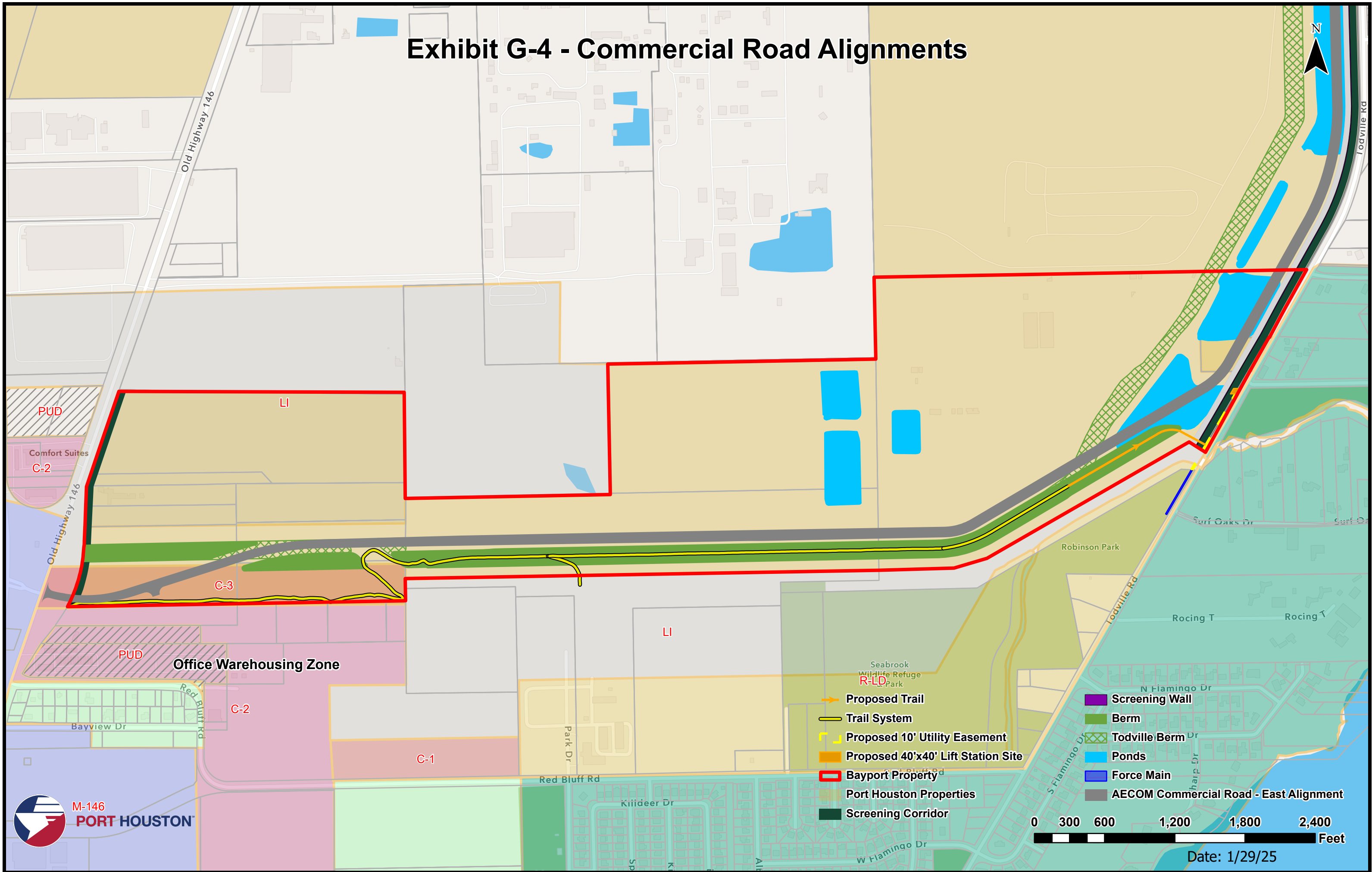


EXHIBIT H-3

CONTAINER STORAGE SPECIFICATIONS

Containers shall be stored at the Terminal within Seabrook so as not to be visible to a normal adult observer standing on Old State Highway 146, Todville Road or Red Bluff Road within Seabrook, once all improvements specified in prior and current agreements are developed. The parties acknowledge that the landscaping in the Screening Corridor will take time to mature and agree that by establishing and maintaining the Screening Corridor, Screening Wall, and Berm as set forth in this Amendment, PHA complies with these Container Storage Specifications.

EXHIBIT H-4

SCREENING CORRIDOR STANDARDS

The following standards apply within the Todville Screening Corridor and the Old Highway 146 Screening Corridor:

- (1) Every 300 square feet of the Screening Corridors must have a minimum of one (1) hardwood, one (1) evergreen pine and one (1) shrub planted a maximum of ten (10) feet on center on a triangular grid. (Please see Image 1.) Such species may include but are not limited to those listed in Table 1.
- (2) A minimum two (2) inch caliper size is required for newly planted trees. Mid-growth shrubs must be of fifty (50) percent fifteen (15) gallon and fifty (50) percent thirty (30) gallon minimum size.
- (3) Within newly planted forest areas, the forest floor should transition from an edge of pine straw six (6) feet wide against the shovel cut bed edge to the existing forest floor. (Please see Image 2.)
- (4) Screening Corridor borders should have a two (2) foot to five (5) foot width of Bermuda grass sod between the Screening Corridor and the street right-of-way and an undulating shovel cut edge for clean separation, ease of maintenance, and to create a more natural form. (Please see Image 2.)
- (5) Irrigation will not be required for unaltered natural forest areas. When existing forest needs to be supplemented to meet these Screening Corridor Standards, all newly planted areas will require irrigation.
- (6) Native existing plant material that fulfills the minimum size and spacing for reforestation may be used in lieu of new planting material.
- (7) Clearing, excavation, paving, construction, storage of materials, buildings or other improvements are prohibited within the Screening Corridor except as otherwise provided herein.
- (8) Limited mid growth pruning is permitted to allow for visibility of trail accessibility, or public safety.

Table 1. Species

Canopy		
Scientific Name	Common Name	Size
<i>Magnolia grandiflora</i>	Southern Magnolia	Screening Corridor Standards above for appropriate size and spacing
<i>Pinus elliottii</i>	Slash Pine	
<i>Pinus taeda</i>	Loblolly Pine	
<i>Quercus shumardii</i>	Shumard Oak	
<i>Quercus nigra</i>	Water Oak	
<i>Quercus nuttallii</i>	Nuttall Oak	
<i>Taxodium distichum</i>	Bald Cypress	
<i>Ulmus alata</i>	Winged Elm	
Mid-growth/Understory		
<i>Myrica cenfera</i>	<i>Southern Waxmyrtle</i>	<i>15 gal.</i>
<i>Crataegus marshallii</i>	<i>Parsley Hawthorne</i>	<i>15 gal.</i>
<i>Ilex opaca</i>	<i>American Holly</i>	<i>15 gal.</i>
<i>Ilex decidua</i>	<i>Possumhaw</i>	<i>15 gal.</i>
<i>Ilex vomitoña</i>	<i>Yaupon</i>	<i>15 gal.</i>
<i>Myrica pusilla</i>	<i>Dwarf Southern Waxmyrtle</i>	<i>15 gal.</i>

Image 1. Screening Corridor Plant Spacing

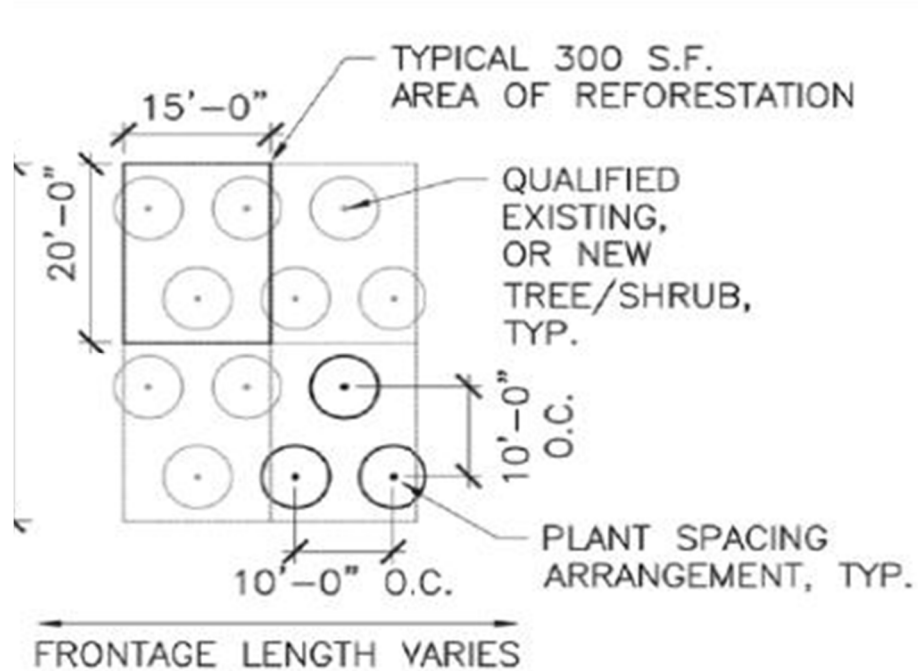


Image 2. Screening Corridor Edge and Border Requirements

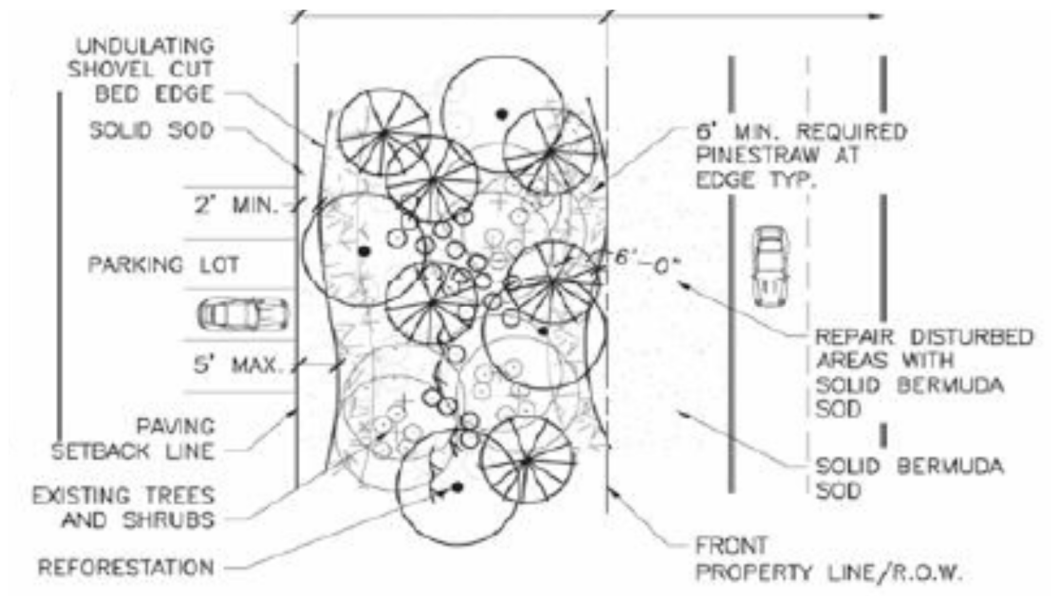


EXHIBIT I

INDUSTRIAL DISTRICT AGREEMENT

AMENDED AND RESTATED INDUSTRIAL DISTRICT AGREEMENT

(Seabrook Industrial District)

City of Seabrook

and

Port of Houston Authority

This Amended and Restated Industrial District Agreement (the “Agreement”) is entered into as of the date last set forth beneath the parties’ signature below (the “Effective Date”), by and between the City of Seabrook, Texas, a home rule municipality (“Seabrook”), and the Port of Houston Authority of Harris County, Texas, a governmental subdivision of the State of Texas (“Port Authority”), with reference to the following recitals:

RECITALS

A. It is established policy of the City Council of Seabrook to adopt reasonable measures permitted by law, which will enhance the economic stability and growth of Seabrook and its environs, and such policy is hereby reaffirmed and adopted by the Seabrook City Council as being in the best interest of Seabrook and its citizens.

B. Pursuant to that certain Memorandum of Settlement Agreement, which was approved by the parties November 5, 2007, and amended on or about October 5, 2015, May 10, 2018, and _____, 2025 (the “Settlement Agreement”), Seabrook and Port Authority settled and resolved certain disputes between them on the terms set forth therein.

C. In consideration of the Settlement Agreement and pursuant to established policy, Seabrook disannexed certain property owned by Port Authority as established by Ordinance 2007-32, and designated as the City of Seabrook Industrial District (the "Seabrook Industrial District"), as established by Ordinance 2007-33, all in accordance with Article 970a, Section 5, Vernon's Annotated Texas Civil Statutes (now Section 42.044, Texas Local Government Code); and

D. Port Authority acquired and now owns additional properties adjacent to the Seabrook Industrial District; and

E. Pursuant to its policy, Seabrook has now enacted Ordinance No. 2025-___ adding additional areas to the Seabrook Industrial District, and has designated such additional property along with the remaining portions of the Seabrook Industrial District Property owned by Port Authority as the amended “Seabrook Industrial District” (the “Seabrook Industrial "District"”), such Ordinance being in compliance with the Municipal Annexation Act of Texas, codified as Section 42.044, Texas Local Government Code; and

F. Port Authority is the owner of land within such designated Industrial District, said land being legally described on the attached **Exhibit “A”** (the “Industrial District Property”); and said Industrial District Property being more particularly shown on a map attached as **Exhibit “B”**, which map describes the ownership boundary lines; a site layout, showing all improvements, including the Bayport Terminal (the "Terminal"), pipelines and railroads, and also showing areas

of the Seabrook Industrial District as now disannexed from Seabrook by Ordinances Nos. 2007-32 and 2025-__.

G. Pursuant to said policy, the Settlement Agreement, the Ordinances, and the provisions of Local Government Code §42.044, Seabrook intends that the Seabrook Industrial District should continue to remain in its area of exclusive extraterritorial jurisdiction.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seabrook and Port Authority agree as follows:

1. Industrial District Property Status.

a. To the extent allowed by law, Seabrook covenants and agrees that during the term of this Agreement, and subject to the terms and provisions of this Agreement, the Industrial District Property shall continue and retain its extraterritorial status and Seabrook shall enact no law abridging its extraterritorial status. The Industrial District Property shall be immune from annexation by Seabrook during the term of this Agreement, subject to the provisions of this Agreement and except for provisions for annexation contained herein.

2. Term.

The term of this Agreement shall be fifteen (15) years, beginning on the Effective Date, unless extended for additional period or periods of time upon mutual consent of Port Authority and Seabrook as provided by Local Government Code §42.044.

3. No Municipal Services.

During the term of this Agreement, Seabrook shall have no obligation to provide any governmental, proprietary, or other municipal services to the Industrial District Property, including without limitation, any (a) sewer or water service, (b) police protection, (c) fire protection, (d) road or street repairs, or (e) garbage pickup service.

4. No Exercise of Powers.

Seabrook further covenants and agrees that during the term of this Agreement, Seabrook shall not extend or enforce with respect to the Industrial District Property any exercise or attempted exercise of any police power or powers of health, safety and welfare of Seabrook, including without limitation its extension or enforcement of any ordinances, rules or regulations attempting to (a) govern zoning, plats and subdivisions of land, (b) prescribe any building, electrical, plumbing, inspection, or other development code or codes, (c) exercise, in any manner whatsoever, control over the conduct of Port Authority's development of the Industrial District Property, except as set forth in the Settlement Agreement or this Agreement, or (d) exercise, in any manner whatsoever, control over the conduct of Port Authority's business with respect to the Industrial District Property, except as set forth in the Settlement Agreement, which is incorporated herein by reference. The conduct of Port Authority's business with respect to the Industrial District Property

shall be governed by the Settlement Agreement. As a condition hereto, Port Authority covenants and agrees that Port Authority will not file any type of subdivision plat or related development document for the Industrial District Property with Harris County or Seabrook without Seabrook's consent.

5. Remedies.

In the event either party breaches or attempts to breach this Agreement, then at the option of the non-breaching party, the party breaching or attempting to breach this Agreement shall be temporarily enjoined from the date of its breach for the balance of the term of this Agreement, from taking any action in violation of this Agreement.

6. Attempted Annexation or Incorporation by Third Party.

a. If any attempt to annex the Industrial District Property or any portion thereof is made by another municipality, or if the incorporation of any new municipality should be attempted so as to include within its limits all or any portion of the Industrial District Property, Seabrook and Port Authority jointly shall have the right to institute or intervene in a judicial proceeding seeking a temporary and permanent injunction against such annexation or incorporation and shall take such other legal action as may be necessary or advisable under the circumstances.

b. The costs of any such legal action shall be equally shared by Seabrook and PHA to pursue a joint and common effort, the judicial proceedings seeking the temporary and permanent injunction against such annexation or incorporation and any other legal action as may be necessary or advisable under the circumstances for the good and benefit of both Seabrook and Port Authority. However, the fees of any special legal counsel shall be paid by the party retaining same.

c. If Seabrook and Port Authority are unsuccessful in obtaining a temporary injunction enjoining such annexation or incorporation, Port Authority shall have the option of terminating this Agreement.

7. Port Authority Affiliates.

The benefits accruing to the Industrial District Property under this Agreement shall extend only to Port Authority or Port Authority's "Affiliates" that are governmental non-taxable entities (as hereinafter defined) that may own such land and property, and where reference is made herein to land and property owned by Port Authority, such reference shall also include land and property owned by Port Authority's Affiliates. "Affiliates" as used in this Agreement shall mean all corporations, partnerships, limited liability companies, or other business enterprises in which Port Authority directly or indirectly through one or more intermediaries, owns or controls a majority of the equity interests of such corporation, partnership, limited liability, company, or other business enterprise so long as the Affiliate is a nontaxable governmental subdivision/entity.

8. Transfer of Industrial District Property.

If the Industrial District Property or any portion thereof is sold by Port Authority to a third party, Port Authority shall provide prior written notice of this Agreement to the prospective purchaser/grantee and to Seabrook. Seabrook shall, if the purchaser is a nontaxable governmental

subdivision/entity, enter into an agreement binding the purchaser and its assigns upon terms substantially similar to those contained in this Agreement for the balance of the term of this Agreement. If the proposed purchaser is a taxable entity, then Seabrook, in its sole discretion shall determine whether to enter into a similar Agreement, and evaluate other terms/conditions determined necessary by Seabrook to address issues associated with a third party that is not a political subdivision, (specifically including payment for the taxable values of the subject property and taxable sales of the entity), for the balance of the term of this Agreement. If such purchaser or its assigns for any reason fail to execute such agreement within four (4) months after the date of the sale, all the Industrial District Property sold shall be excluded from coverage of this Agreement and shall be subject to annexation and regulation by Seabrook.

9. Authority for Agreement.

This Agreement is made under the authority of the Constitution and laws of the State of Texas, including Local Government Code §42.044, as amended, and under the general power to contract of each of the parties to this Agreement. It is understood and agreed that should Local Government Code §42.044 ever be held by a court of competent jurisdiction to be void or invalid, such holding shall not affect the validity and enforceability of this Agreement by and against the parties to this Agreement.

10. Recordation.

An original counterpart of the Agreement shall be promptly recorded by Port Authority in the Real Property Records of Harris County, Texas following the Effective Date.

11. Notices and Filings.

a. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent electronically or by registered or certified United States Mail, postage prepaid, if to:

Seabrook, the City Council, and the Seabrook
City Secretary:

With a copy to:

Port Authority:

Seabrook City Secretary
City of Seabrook
1700 1st St.
Seabrook, TX 77586
E-Mail:
City Attorney

Chief Executive Officer
111 East Loop North
Houston Texas 77029
E-Mail:

or to such other addresses as either party hereto may from time to time designate in writing and deliver in a like manner.

b. Mailing or Electronic Effective. Notices filings, consents, approvals, and communications given by mail or facsimile shall be deemed delivered twenty-four (24) hours following deposit in the U.S. mail, postage prepaid and addressed as set forth above, or confirmation of facsimile delivery to the telephone number set forth above.

12. General Provisions.

a. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

b. Headings. The descriptive headings of the sections and paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

c. Exhibits. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof.

d. Further Acts. Each of the parties hereto shall execute, acknowledge and deliver all such documents, instruments, stipulations, and affidavits and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

e. Third Parties. No term or provision of this Agreement is intended to or shall be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

f. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

g. Amendments. No change or addition shall be made to this Agreement except by a written amendment executed by the parties hereto. Any such amendment shall be adopted by Seabrook ordinance or resolution, and Port Commission action.

h. Approvals. Each of the parties respectively represents and warrants to the other that all approvals or consents necessary to the effectiveness of this Agreement have been granted or obtained.

i. Authority. Each party hereby represents that:

i. Each party has complied or shall timely comply with all applicable laws and has taken or shall take all necessary steps, including without limitation, the holding of all required public hearings, to enter into this Agreement and obligate itself hereunder.

ii. Each party has the authority to enter into this Agreement and comply with its requirements.

iii. The individuals executing this Agreement on behalf of the respective parties is authorized and empowered to bind the party on whose behalf each such individual is signing.

j. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect and this Agreement shall be deemed reformed to replace the void or unenforceable provision with a valid and enforceable provision as similar as possible in effect to the void or unenforceable provision. The parties shall meet and confer as soon as practicable for the purpose of drafting, in good faith, the substitute provision. If an applicable law or court of competent jurisdiction prohibits or excuses either party from undertaking any contractual commitment to perform an act hereunder, this Agreement shall remain in full force and effect, but the provision requiring such action shall be deemed to permit such party to take such action at its discretion. If, however, such party fails to take the action required hereunder, the other shall be entitled (subject to, and in addition to the remedies provided elsewhere herein) to terminate this Agreement.

k. Counterparts. This Agreement may be signed in counterparts, and the fully executed counterparts shall together constitute a single original Agreement.

l. Attorneys' Fees. Each party shall bear its own costs and attorneys' fees in connection with the negotiation and drafting of this Agreement.

m. Change in Law. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or Seabrook's ability to annex the properties covered herein pursuant to the terms of this Agreement.

n. Survival of Agreement. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of paragraphs 2 (Term), 4 (No Exercise of Powers), and 5 (Remedies) herein.

o. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Texas and venue shall lie in Harris County, Texas.

[SIGNATURES ON FOLLOWING PAGE(S)]

This Amended and Restated Industrial District Agreement has been executed in multiple counterparts by the parties to be effective as of the Effective Date.

CITY OF SEABROOK, TEXAS

**PORT OF HOUSTON AUTHORITY OF
HARRIS COUNTY, TEXAS**

Thom Kolupski
Mayor

Charlie Jenkins
Chief Executive Officer

Dated: _____

Dated: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

David Olson, City Attorney

Erik A. Eriksson, Chief Legal Officer

ATTEST:

REVIEWED:

Rachel Lewis, City Secretary

Controller

**FUNDS ARE AVAILABLE TO MEET
THIS OBLIGATION WHEN DUE:**

Financial Services

CITY OF SEABROOK
CERTIFICATE OF ACKNOWLEDGMENT

The State of Texas
County of _____

Before me, _____ (insert the name and character of the officer), on this day personally appeared _____, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed. (Seal)

Given under my hand and seal of office this _____ day of _____, 20____.

(Notary's Signature) Notary Public, State of Texas

PORT OF HOUSTON AUTHORITY
CERTIFICATE OF ACKNOWLEDGMENT

The State of Texas
County of _____

Before me, _____ (insert the name and character of the officer), on this day personally appeared _____, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed. (Seal)

Given under my hand and seal of office this _____ day of _____, 20____.

(Notary's Signature) Notary Public, State of Texas

EXHIBIT A

INDUSTRIAL DISTRICT PROPERTY LEGAL DESCRIPTION

METES AND BOUNDS DESCRIPTION
34.926 ACRES OUT OF
THE RITSON MORRIS SURVEY, A-52
HARRIS COUNTY, TEXAS

A tract of land containing 34.926 acres (1,521,367 square feet) out of the Ritson Morris Survey, Abstract No. 52, Harris County, Texas, being all of a called 17.298 acre tract and all of a 17.296 acre tract conveyed to Ootzie of Texas, LLC as recorded under Clerk's File No. 20070662868 of the Official Public Records of Real Property of Harris County (O.P.R.R.P.H.C.), all bearings and coordinates are based on the Texas State Plane Coordinate System, South Central Zone, North American Datum of 1983 (1993 ADJUSTMENT), said 34.926 acres being more particularly described by metes and bounds as follows:

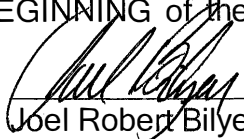
BEGINNING at a 3" pinch top pipe found at the northwest corner of the called 17.296 acre tract and the southwest corner of a called 34.62856 acre tract as recorded under Clerk's File No. S958786 of the O.P.R.R.P.H.C., lying in the eastern right of way of Old Highway 146 (right of way varies), being the POINT OF BEGINNING and northwest corner of the herein described tract, having a coordinate value of X=3,231,264.58 (E), Y=13,784,268.74 (N);

THENCE NORTH 88 degrees 13 minutes 28 seconds EAST, 2,122.55 feet along the south line of said 34.62856 acres, and along the north line of said 17.296 acres to a 2" iron pipe found in the west line of a called Remainder of 203.1442 acre tract as recorded under Clerk's File No. S889109 of the O.P.R.R.P.H.C., being the southeast corner of said 34.62856 acre tract and the northeast corner of the herein described tract;

THENCE SOUTH 02 degrees 40 minutes 44 seconds EAST, 651.14 feet along the west line of said Remainder of 203.1442 acres to a 5/8" iron rod found at the northeast corner of a called 8.88 acre tract as recorded under Clerk's File No. RP-2018-377110 of the O.P.R.R.P.H.C., being the southeast corner of said 17.298 acres, and the southeast corner of the herein described tract;

THENCE SOUTH 86 degrees 54 minutes 22 seconds WEST, 2,372.74 feet along the southern line of said 17.298 acres and the north line of said 8.88 acres and the north line of a called 3.7818 acre tract as recorded under Clerk's File No. 20130646764 of the O.P.R.R.P.H.C. to a concrete monument found in the eastern right of way of Old Highway 146 for the northwest corner of said 3.7818 acre tract, being the southeast corner of said 17.298 acres, and being the southwest corner of the herein described tract;

THENCE NORTH 16 degrees 57 minutes 23 seconds EAST, 745.12 feet along the east right of way line of Old Highway 146, along the west line of said 17.298 acres and said 17.296 acres to the POINT OF BEGINNING of the herein described tract, containing 34.926 acres (1,521,367 square feet) of land.


Joel Robert Bilyeu
Registered Professional Land Surveyor
Texas Registration No. 6106
February 26, 2021
S&V Surveying, Inc.
T.B.P.E.L.S. Registration No. 120247-00
20111 Krahn
Spring, Texas 77388
Ph: 281.353.2570

LEGAL DESCRIPTION**3.7054 ACRE TRACT**

BEING A TRACT OF LAND CONTAINING 3.7054 ACRES (161,406 SQUARE FEET), SITUATED IN THE RITSON MORRIS SURVEY, ABSTRACT 52, HARRIS COUNTY, TEXAS, BEING OUT OF LOT 1 OF THE EAST END OF LOT 2 OF THE SUBDIVISION OF RITSON MORRIS LEAGUE, A SUBDIVISION RECORDED IN VOLUME 470, PAGE 496 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS AND BEING ALL OF A TRACT OF LAND CONVEYED TO DAVID A. DEANE BY DEED RECORDED UNDER COUNTY CLERK'S FILE NO. X778689 OF THE OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, SAID 3.7054 ACRE TRACT, BEING THE SAME TRACT AS RECORDED UNDER COUNTY CLERK'S FILE NO. 2016-185573 OF THE OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a set 1/2 inch rod with cap marked "Survey 1", from which a found 1/2 inch iron rod bears south 24 degrees 32 minutes west at a distance of 1.9 feet for the northeast corner of a called 15.936 acre tract of land conveyed to the Port of Houston Authority by deed recorded under County Clerk's File No. V897016 of the Official Public Records of Harris County, Texas and for the southeast corner of Lot 1 and said tract herein described;

THENCE South 87 degrees 14 minutes 16 seconds West, a distance of 1,111.42 feet to a point in the east right-of-way line of Old Highway 146 (width varies), being the northwest corner of said called 15.936 acre tract and for the southwest corner of said tract herein described, from which a found 1/2 inch iron rod bears south 08 degrees 35 minutes east at a distance of 0.6 feet;

THENCE North 00 degrees 25 minutes 08 seconds East, along the east right-of-way line of said Old Highway 146, a distance of 145.97 feet to a set 1/2 inch rod with cap marked "Survey 1" in the east right-of-way line of said Old Highway 146, for the southwest corner of a tract of land conveyed to Ootzie Properties Hou LLC by deed recorded under County Clerk's File No. 20130646764 of the Official Public Records of Harris County, Texas and for the northwest corner of said tract herein described;

THENCE North 87 degrees 14 minutes 16 seconds East, a distance of 1,103.49 feet to a set 1/2 inch rod with cap marked "Survey 1" for the southeast corner said Ootzie Properties Hou LLC and for the northeast corner of said tract herein described;

THENCE South 02 degrees 41 minutes 46 seconds East, a distance of 145.75 feet to the **POINT OF BEGINNING** and containing 3.7054 acres (161,406 square feet), more or less.

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy

Attest: 7/16/2020

Chris Hollins, County Clerk

Harris County, Texas

Eloise G. Campos
Eloise G. Campos

Deputy



CON:552959|16724674



3.7818 ACRE TRACT

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 3.7818 ACRES SITUATED IN THE RITSON MORRIS SURVEY, ABSTRACT No. 52, HARRIS COUNTY, TEXAS, AND BEING OUT OF AND PART OF A CERTAIN 8 ACRE TRACT AS DESCRIBED IN A DEED FROM MRS. VIRGINIA B. LARRABEE, A WIDOW, TO OLIVER P. CHRISTY, JR. AND WIFE, IRMA LARRABEE CHRISTY, DATED MAY 2, 1946, RECORDED IN VOLUME 1457, PAGE 95, OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, TO WHICH DEED REFERENCE IS HERE MADE FOR PURPOSE OF DESCRIPTION; SAID 3.7818 ACRE TRACT BEING THE SAME TRACT AS RECORDED IN HARRIS COUNTY CLERK'S FILE No. 20130646764 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

BEGINNING at an iron rod marking the Northeast corner of said 8 acre tract, also being the Northeast corner of the tract herein described;

THENCE South 87° 10' 31" West, along and with the North line of said 8 acre tract, a distance of 1095.15 feet to a concrete right-of-way marker on the East right-of-way line of State Highway No. 146;

THENCE South 00° 32' 30" West, along and with said right-of-way line, a distance of 148.32 feet to an iron rod marking the Southwest corner of the tract herein described;

THENCE North 87° 21' 57" East, a distance of 1102.75 feet to an iron pipe far corner on the East line of said 8 acre tract;

THENCE North 02° 24' 12" West, along and with said East line of the 8 acre tract, a distance of 151.73 feet to the **PLACE OF BEGINNING** and containing 3.7818 acres of land, more or less.

Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy

Attest: 7/16/2020

Chris Hollins, County Clerk
Harris County, Texas

Eloise G. Campos
Eloise G. Campos

Deputy



CON:552959|16755024



EXHIBIT A-2

LEGAL DESCRIPTION

8.88 ACRE TRACT

A tract or parcel of land being 8.88 acres, more or less, out of the Ritson Morris Survey Abstract 52, Harris County, Texas, and being that same land described in deed dated April 10, 1937, from Oscie J. Menard, et al, to Virginia Larrabee, recorded in Volume 1209, Page 715 of the Deed Records of Harris County, Texas, and being more particularly described as follows:

BEGINNING at the Northeast corner of Tract No. 1 of the subdivision of 70.84 acres of land, as shown by the map or plat thereof, prepared by T. J. Mahaffey, Surveyor, recorded in Volume 470, Page 495 of the Deed Records of Harris County, Texas, said 70.84 acre tract being in Lot No. Two (2) in the Northern part of the Ritson Morris Survey, as shown by the map or plat of the subdivision of said Ritson Morris League, recorded in Volume 49, Page 308 of the Deed Records of Harris County, Texas, and also shown by map or plat of said Lots No. One (1) and Two (2) of said subdivision of said Ritson Morris League, prepared by the Stimson Engineering Company, recorded in Volume 725, Pages 170 and 171 of the Deed Records of Harris County, Texas;

THENCE in an Easterly direction along the North line of said Lot No. Two (2), a distance of 1274.00 feet, more or less, to the East line of said Lot No. Two (2) and the West line of the Dobie Tract, as shown by the map or plat recorded in Volume 49, Page 308 of the Deed Records of Harris County, Texas;

THENCE in a Southerly direction along the East line of the said Lot No. Two (2), and the West line of said Dobie Tract, a distance of 304.40 feet, more or less, for corner;

THENCE in a Westerly direction 1274.00 feet, more or less, to the Southeast corner of Tract No. One (1) of said subdivision of said 70.84 acre tract above mentioned;

THENCE in a Northerly direction along the East line of said Tract No. One (1) a distance of 300.00 feet, more or less, to the North line of said Lot No. Two (2) and the PLACE OF BEGINNING.

EXHIBIT A-3

PROPERTY DESCRIPTION

Being a tract of land containing 2.500 acres (108,905 square feet) of land, more or less, situated in the Ritson Morris League, A-52, Harris, County, Texas, being a partial remainder of a called 338.8966 acre tract described in deed from Humble Oil & Refining Company to Friendswood Development Company, dated September 22, 1967, recorded under Clerk's File Number C-581822 {Film Code Number 081-36-1268) of the Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.); said 2.500 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at Copperweld Rod No. 2905, found for corner in the easterly line of a called 561. 779 acre tract described as Tract "I" in deed to Hudson Oil Company, recorded under Clerk's File Number E-398850 (Film Code Number 118-11-0376) of the H.C.O.P.R.R.P. being in the northwesterly right-of-way line of Todville Road (60-foot R.O.W.);

THENCE, South 86° 57' 42" West, departing said northwesterly right-of-way line and along said easterly line, a distance of 360.10 feet to Copperweld Rod No. 2906 found for corner;

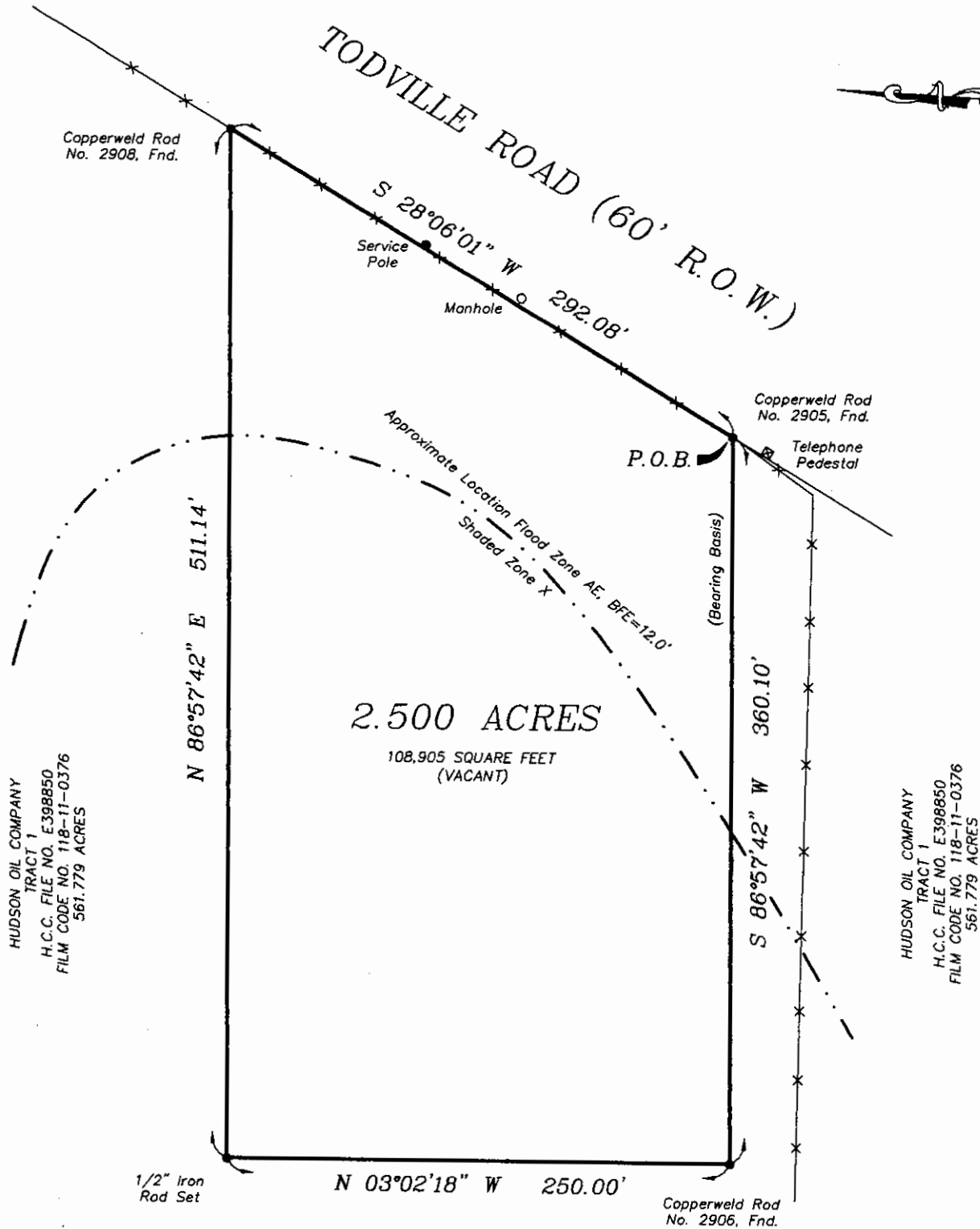
THENCE, North 03° 02' 18" West, continuing along said easterly line, a distance of 250.00 feet to 1/2-inch iron rod set for corner;

THENCE, North 86° 57' 42" East, continuing along said easterly line, a distance of 511.14 feet to Copperweld Rod No. 2908 found for corner in the northwesterly right-of-way line of said Todville Road;

THENCE, South 28° 06' 01" West, departing said easterly line and along the northwesterly right-of-way line of Todville Road, a distance of 292.08 feet to the POINT OF BEGINNING, and containing 2.500 acres (108,905 square feet) of land, more or less.

SURVEY OF

THE PROPERTY LOCATED TODVILLE ROAD, BEING A TRACT OF LAND CONTAINING 2.500 ACRES (108,905 SQUARE FEET) OF LAND SITUATED IN THE RITSON MORRIS LEAGUE, A-52, HARRIS COUNTY, TEXAS AND BEING A PARTIAL REMAINDER OF A CALLED 338.8966 ACRE TRACT DESCRIBED IN DEED FROM HUMBLE OIL & REFINING COMPANY TO FRIENDSWOOD DEVELOPMENT COMPANY, DATED SEPTEMBER 22, 1967 AND RECORDED UNDER FILE NUMBER C581822, FILM CODE NUMBER 081-36-1268 OF THE HARRIS COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY (H.C.O.P.R.P.); SAID 2.500 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS ATTACHED.



GENERAL NOTES:

1. Subject to terms, conditions and provisions of City of Houston Ordinance No. 85-1878 and recorded under Harris County Clerk's No. N253886.

TO: CROSBY STATE BANK AND AMERICAN TITLE CO., EXCLUSIVELY.

I, Todd J. Slaton, Registered Professional Land Surveyor No. 5082, do hereby certify that the plat shown hereon was prepared from an actual survey made on the ground under my supervision and conforms to the Texas Board of Professional Land Surveying minimum standards adopted September 1, 1992; the size, location and types of improvements are shown with setback dimensions where applicable. There are no apparent visible encroachments, conflicts or protrusions except as shown. All easements shown are per the reference plat unless noted otherwise. This plat was prepared specifically for the transaction referenced below. The undersigned assumes no responsibility for any other use. Certification shown below is revoked and this survey is null and void if this document is altered in any manner, or does not bear an original seal and signature of Todd J. Slaton in blue ink.

FLOOD STAMP

IT APPEARS THROUGH VISUAL INTERPOLATION THAT ACCORDING TO THE FLOOD INSURANCE RATE MAPS, COMMUNITY-PANEL NO. 485507 1105 L, EFFECTIVE DATE JUNE 18, 2007, THE EASTERLY PORTION OF THIS PROPERTY DOES LINE IN FLOOD ZONE AE, BFE=12.

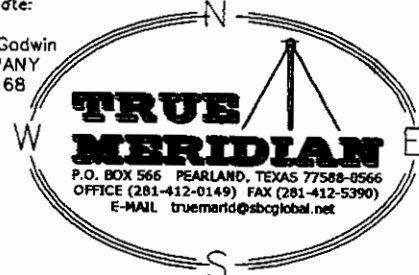
NOT FOR CONSTRUCTION

SCALE: 1" = 60'
DATE SURVEYED: SEPT. 9, 2008
JOB NO. 08-1550

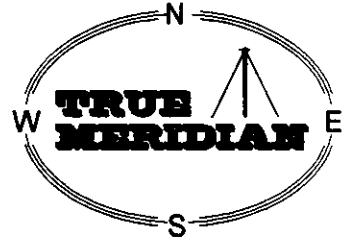
By: *Todd J. Slaton*
Todd J. Slaton, Registered Professional Land Surveyor No. 5082

9/12/08
Date:

PURCHASER: Tom L. Godwin
AMERICAN TITLE COMPANY
G.F. NO.: 1229-08-1168



TRUE MERIDIAN



P.O. Box 566 • Pearland, Texas 77588-0566 • Office: (281) 412-0149 • Fax: (281) 412-5390

FIELD NOTE DESCRIPTION BEING A TRACT OF LAND CONTAINING 2.500 ACRES (108,905 SQUARE FEET) OF LAND SITUATED IN THE RITSON MORRIS LEAGUE, A-52, HARRIS COUNTY, TEXAS AND BEING A PARTIAL REMAINDER OF A CALLED 338.8966 ACRE TRACT DESCRIBED IN DEED FROM HUMBLE OIL & REFINING COMPANY TO FRIENDSWOOD DEVELOPMENT COMPANY, DATED SEPTEMBER 22, 1967 AND RECORDED UNDER FILE NUMBER C581822, (FILM CODE NUMBER 081-36-1268) OF THE HARRIS COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY (H.C.O.P.R.R.P.); SAID 2.500 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a Copperweld Rod No. 2905 found for corner in the Easterly line of a called 561.779 acre tract described as Tract 1 in deed to Hudson Oil Company recorded under File Number E398850, Film Code Number 118-11-0376 of the H.C.O.P.R.R.P. being in the Northwestern right-of-way line of Todville Road (60' R.O.W.);

THENCE S 86°57'42" W, departing said Northwestern right-of-way line and along said Easterly line, a distance of 360.10 feet to a Copperweld Rod No. 2906 found for corner;

THENCE N 03°02'18" W, continuing along said Easterly line, a distance of 250.00 feet to 1/2 inch iron rod set for corner;

THENCE N 86°57'42" E, continuing along said Easterly line, a distance of 511.14 feet to a Copperweld Rod No. 2908 found for corner in the Northwestern right-of-way line of Todville Road;

THENCE S 28°06'01" W, departing said Easterly line and along the Northwestern right-of-way line of Todville Road, a distance of 292.08 feet to the PLACE OF BEGINNING and containing 2.500 acres (108,905 square feet) of land, more or less.

Todd J. Slaton, R.P.L.S. No. 5082
September 12, 2008



18.317 ACRE TRACT
TRACT B
OUT OF THE RITSON MORRIS LEAGUE A-52
SEABROOK, HARRIS COUNTY, TEXAS

Being 18.317 acres out of the following; a called 15.936 acre tract as recorded as described in an instrument recorded at Harris County Clerks File Number (HCCFN) V897016, a called 8.838 acre tract as described in an instrument recorded at HCCFN V894192 and a called 8.85 acre tract as described in an instrument recorded at HCCFN U845272, located in the Ritson Morris League, Abstract 52, Harris County, Texas and being more particularly described as follows:

COMMENCING at the northwest corner of said called 15.936 acre tract and the southwest corner of a 3.700 acre tract as described in an instrument recorded at HCCFN P772471 also being in the easterly line of State Highway 146 (variable width).

THENCE, South 00 degrees 28 minutes 43 seconds West along the said easterly line of State Highway 146, a distance of 152.69 feet to the beginning of a non-tangent curve to the left;

THENCE, southerly 126.72 feet along the arc of said non-tangent curve to the right, said curve having a radius of 1,102.14 feet and a chord of South 03 degrees 46 minutes 21 seconds West a distance of 126.65 feet to the **PLACE OF BEGINNING**.

1. **THENCE**, North 87 degrees 17 minutes 51 seconds East, a distance of 2,407.80 feet to the northeast corner of the herein described tract in the west line of a called 203.1442 acre tract as described in an instrument recorded at HCCFN S889109;
2. **THENCE**, South 02 degrees 38 minutes 11 seconds East along the said west line of called 203.1442 acre tract, a distance of 330.50 feet to the southeast corner of the herein described tract same being the southwest corner of said called 8.85 acre tract and the northeast corner of a called 1 acre tract as described in an instrument recorded at HCCFN E678129;
3. **THENCE**, South 87 degrees 41 minutes 34 seconds West, along the north line of the following tracts said called 1 acre tract, a called 2.66 acre tract as described in an instrument recorded at volume 1167, page 96 Harris County Deed Records(HCDR), and a called 2.74 acre tract as described in an instrument recorded at HCCFN S071828, a distance 1,273.97 feet to a point for a corner;

18.317 ACRE TRACT

4. **THENCE**, South 87 degrees 03 minutes 18 seconds West, along the north line of the following tracts said called 2.74 acre tract and a called 4 acre tract described in an instrument recorded at volume 2182, page 557 a distance 1,244.70 feet to the southwest corner of the herein described tract in the said easterly line of State Highway 146, being in a non-tangent curve to the left;
5. **THENCE**, northerly 346.80 feet along the arc of said non-tangent curve to the left with the said easterly line of State Highway 146, said curve having a radius of 1,102.14 feet and a chord of North 16 degrees 04 minutes 51 seconds East a distance of 345.37 feet to the **PLACE OF BEGINNING**.

N

OLD HWY 146

N00° 28' 43" E
152.68'

R=1102.14'
L126.72
CB=N03° 46' 21" E
CD=126.65'

R=1102.14'
L=346.80'
CB=N16° 04' 51" E
CD=345.37'

CALLED 3.700 ACRE
H.C.C.F. NO. P772471

N87° 17' 51" E - 2385.37'

CALLED 8.88 ACRE
H.C.C.F. NO. R034696

CALLED 8.838 ACRE
H.C.C.F. NO. V894192

S02° 38' 11" E
278.29'

CALLLED 203.1442 ACRE
H.C.C.F. NO. S889109

S02° 38' 11" E
330.50'

CALLLED 15.936 ACRES
H.C.C.F. NO. T178406

N87° 17' 51" E - 2407.80'

TRACT "B"
18.317 ACRES

CALLLED 8.85 ACRE
H.C.C.F. NO. U845272

S87° 03' 18" W - 1244.70'

CALLLED 4 ACRE
VOL. 2182, PG. 557, H.C.D.R.

S87° 41' 34" W - 1273.97'

CALLLED 2.74 ACRE
H.C.C.F. NO. S071828

CALLLED 2 2/3 ACRE
VOL. 1167, PG. 96, H.C.D.R.

CALLLED ONE ACRE
H.C.C.F. NO. E678129

CALLLED ONE ACRE
H.C.C.F. NO. E678129

EXHIBIT B - LAND SWAP

DATE: 12-05-07

SCALE: 1" = 400'

GF.NO: N/A



Civil Concepts, Inc.

3425 Federal Street
Pasadena, Texas 77504
Phone: 713.947.6606

SURVEYING & MAPPING
CIVIL ENGINEERING, CONSTRUCTION

15.295 ACRE TRACT
TRACT A
OUT OF THE RITSON MORRIS SURVEY A52,
SEABROOK, HARRIS COUNTY, TEXAS

Being 15.295 acres out of the following; a called 15.936 acre tract as recorded and described in an instrument recorded at Harris County Clerks File Number (HCCFN) V897016, a called 8.838 acre tract as described in an instrument recorded at HCCFN V894192 and a called 8.85 acre tract as described in an instrument recorded at HCCFN U845272, and located in the Ritson Morris League, Abstract 52, Harris County, Texas and being more particularly described as follows:

BEGINNING at the northwest corner of the herein described tract same being the northwest corner of said called 15.936 acre tract and the southwest corner of a 3.700 acre tract as described in an instrument recorded at HCCFN P772471 also being in the easterly line of State Highway 146 (variable width).

1. **THENCE**, North 87 degrees 17 minutes 51 seconds East along the north line of said called 15.936 acre tract, passing at 1,111.41 feet the southeast corner of said 3.700 acre tract and the southwest corner of a called 8.88 acre tract as described in an instrument recorded at HCCFN S677275, for a total distance of 2,385.37 feet to the west line of a called 203.1442 acre tract as described in an instrument recorded at HCCFN R034696 also being the southeast corner of said 8.88 acre tract, and the northeast corner of the herein described tract;
2. **THENCE**, South 02 degrees 38 minutes 11 seconds East along the said west line of said called 203.1442 acre tract, a distance of 278.29 feet to the southeast corner of the herein described tract;
3. **THENCE**, South 87 degrees 17 minutes 51 seconds West, a distance of 2,407.80 feet to the southwest corner of the herein described tract in the said easterly line of State Highway 146, being in a non-tangent curve to the left;
4. **THENCE**, northerly 126.72 feet along the arc of said non-tangent curve to the left, said curve having a radius of 1,102.14 feet and a chord of North 03 degrees 46 minutes 21 seconds East a distance of 126.65 feet to the point of tangency;
5. **THENCE**, North 00 degrees 28 minutes 43 seconds East continuing along the said easterly line of State Highway 146 a distance of 152.68 feet to the **PLACE OF BEGINNING**.

N

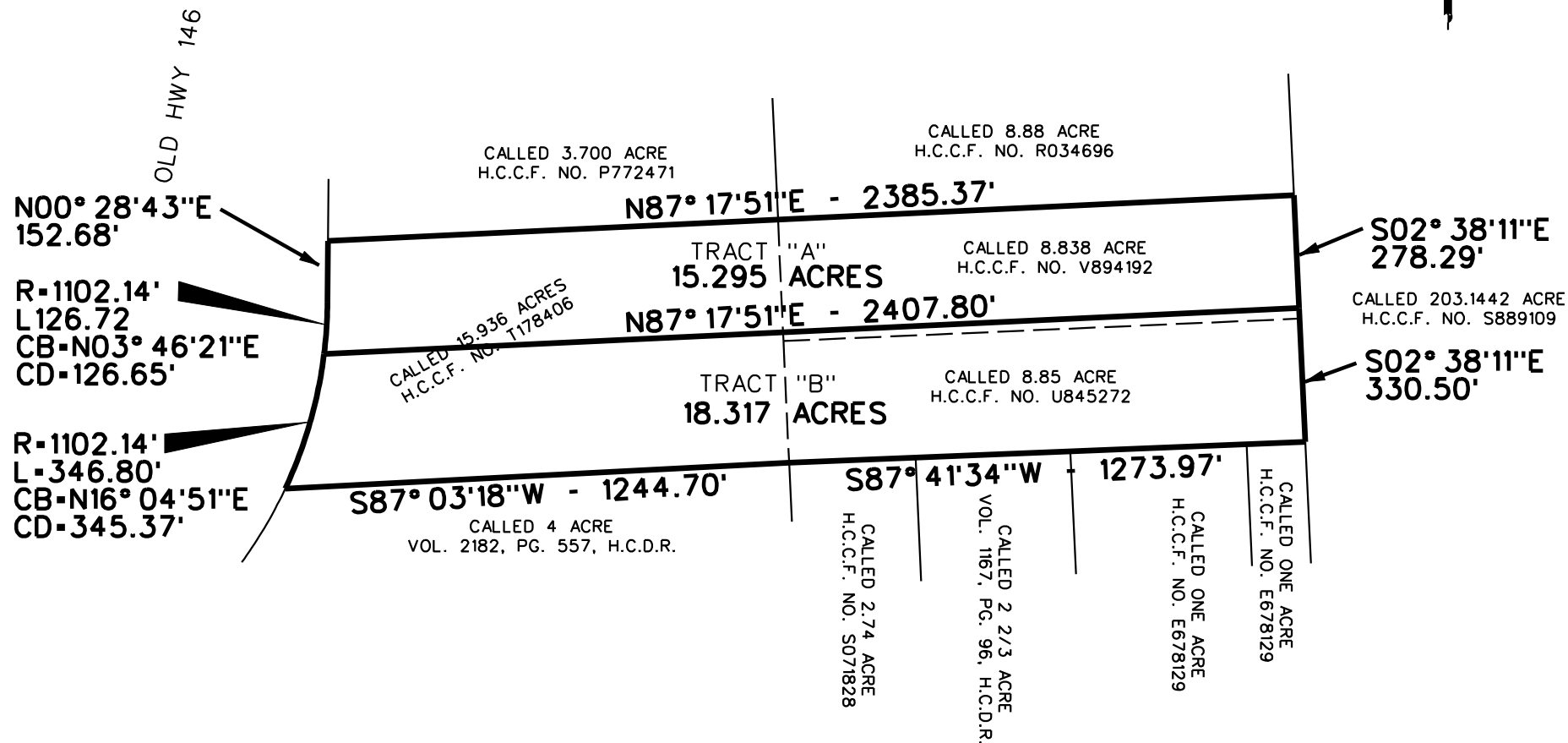


EXHIBIT A - LAND SWAP

DATE: 12-05-07

SCALE: 1" = 400'

GF.NO: N/A



Civil Concepts, Inc.

3425 Federal Street
Pasadena, Texas 77504
Phone: 713.947.6606

SURVEYING & MAPPING
CIVIL ENGINEERING, CONSTRUCTION

120.125 ACRE TRACT
TRACT C
OUT OF THE RITSON MORRIS SURVEY A 52
SEABROOK, HARRIS COUNTY, TEXAS

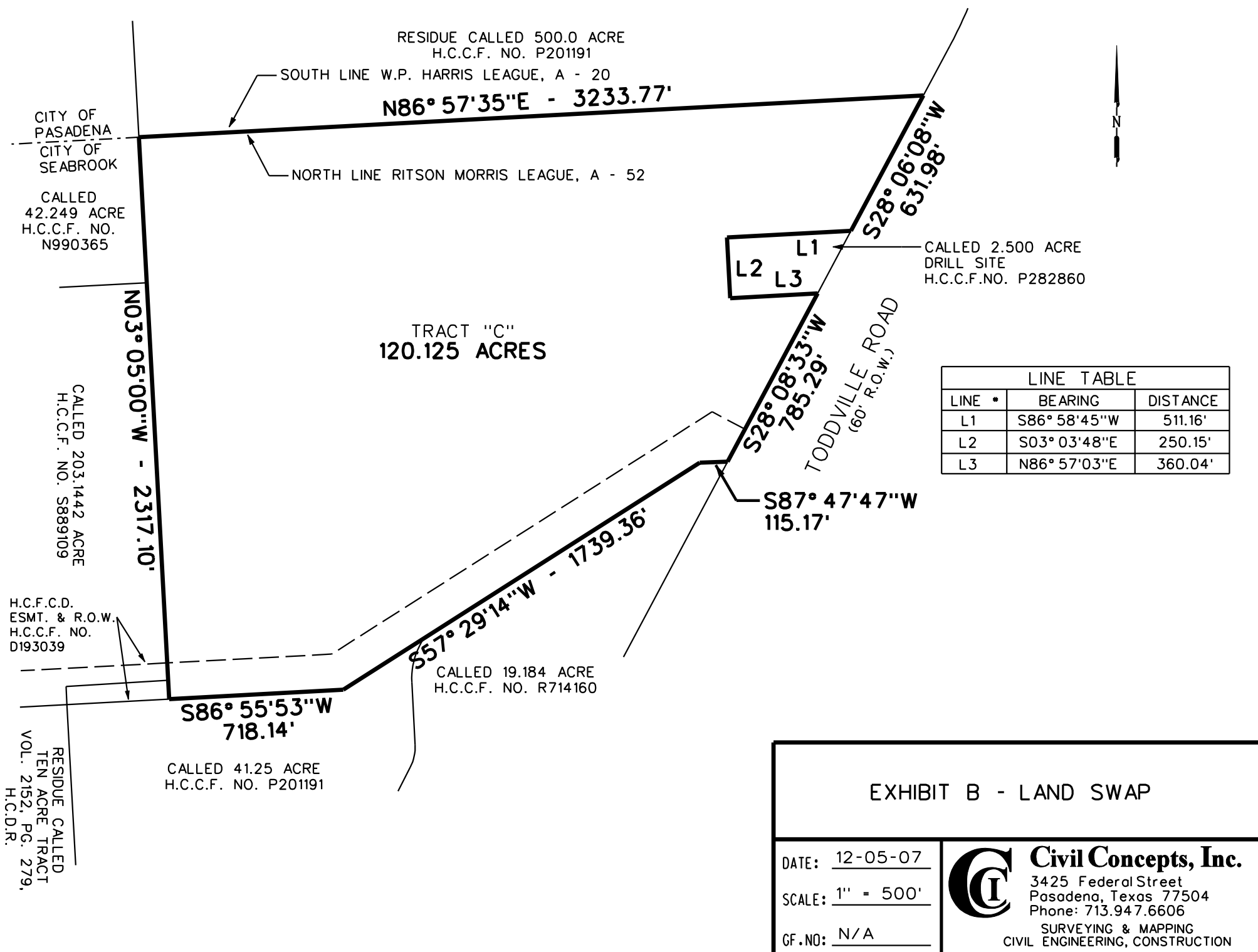
Being 120.125 acres of land out of a called 500.0 acre tract as described in an instrument recorded at Harris County Clerks File Number (HCCFN) P201191, located in the Ritson Morris League, Abstract 52, Seabrook, Harris County, Texas and being more particularly described as follows:

BEGINNING at the intersection of the north line of said Ritson Morris League, Abstract 52, same being the south line of the William P. Harris League Abstract 30 and the westerly line of Toddville Road (60 feet wide).

1. **THENCE**, South 28 degrees 06 minutes 08 seconds West along the said westerly line of Toddville Road, a distance of 631.98 feet to the northeast corner of a call 2.500 acre Drill Site as recorded at HCCFN P282860;
2. **THENCE**, South 86 degrees 58 minutes 45 seconds West along the northerly line of said 2.500 acre Drill Site, a distance of 511.16 feet to the northwest corner of said drill site;
3. **THENCE**, South 03 degrees 03 minutes 48 seconds East along the westerly line of said 2.500 acre Drill Site, a distance of 250.15 feet to the southwest corner of said drill site;
4. **THENCE**, North 86 degrees 57 minutes 03 seconds East along the southerly line of said 2.500 acre Drill Site, a distance of 360.04 feet to the said westerly line of Toddville Road
5. **THENCE**, South 28 degrees 08 minutes 33 seconds West along the said westerly line of Toddville Road, a distance of 785.29 feet to the northeasterly corner of a called 19.185 acre tract as recorded in HCCFN R714160;
6. **THENCE**, South 87 degrees 47 minutes 47 seconds West along the north line of said called 19.184 acre tract to a point for corner;
7. **THENCE**, South 57 degrees 29 minutes 00 seconds West continuing along the north line of said Drainage Easement a distance of 1724.59 feet to a point for corner;
8. **THENCE**, South 72 degrees 12 minutes 19 seconds West continuing along the north line of said Drainage Easement, a distance of 253.09 feet to a point for corner;

EXHIBIT ____
120.125 ACRE TRACT

9. **THENCE**, South 57 degrees 29 minutes 14 seconds West along the northwesterly line of said called 19.184 acre tract, a distance of 1739.36 feet to the north line of a called 41.25 acre tract as recorded at HCCFN P201191;
10. **THENCE**, South 86 degrees 55 minutes 53 seconds West along the said north line of a called 41.25 acre tract, for a distance of 718.14 feet to the southeast corner of a called 203.1442 acre tract as recorded in HCCFN S889109;
11. **THENCE**, North 03 degrees 05 minutes 00 seconds West, along the said east line of said called 203.1442 acre tract passing at 1,592.41 feet the northeast corner of a called 179.336 acre tract as recorded in HCCFN N8535531, for a total distance of 2,317.10 feet to the north line of said Ritson Morris League, Abstract No. 52 and the south line of said William P. Harris League, Abstract No. 30;
12. **THENCE**, North 86 degrees 57 minutes 35 seconds East along the north line of said Ritson Morris League, Abstract 52 and the south line of the William P. Harris League, Abstract No. 30 a distance of 3,233.77 feet to the **PLACE OF BEGINNING**.



RESIDUE CALLED 500.0 ACRE
H.C.C.F. NO. P201191

SOUTH LINE W.P. HARRIS LEAGUE, A - 20

N86° 57' 35" E - 3233.77'

NORTH LINE RITSON MORRIS LEAGUE, A - 52

TRACT "C"
120.125 ACRES

CITY OF PASADENA
CITY OF SEABROOK

CALLED 42.249 ACRE
H.C.C.F. NO. N990365

CALLLED 203.1442 ACRE
H.C.C.F. NO. S889109

N03° 05' 00" W - 2317.10'

H.C.F.C.D.
ESMT. & R.O.W.
H.C.C.F. NO. D193039

RESIDUE CALLED
TEN ACRE TRACT
VOL. 2152, PG. 279,
H.C.D.R.

CALLLED 41.25 ACRE
H.C.C.F. NO. P201191

**S86° 55' 53" W
718.14'**

CALLLED 19.184 ACRE
H.C.C.F. NO. R714160

S57° 29' 14" W - 1739.36'

L1
L2
L3

**S28° 08' 33" W
785.29'**

TODDVILLE ROAD
(60' R.O.W.)

**S87° 47' 47" W
115.17'**

**S28° 06' 08" W
631.98'**

CALLLED 2.500 ACRE
DRILL SITE
H.C.C.F. NO. P282860

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S86° 58' 45" W	511.16'
L2	S03° 03' 48" E	250.15'
L3	N86° 57' 03" E	360.04'

EXHIBIT B - LAND SWAP

DATE: 12-05-07

SCALE: 1" = 500'

GF.NO: N/A



Civil Concepts, Inc.

3425 Federal Street
Pasadena, Texas 77504
Phone: 713.947.6606

SURVEYING & MAPPING
CIVIL ENGINEERING, CONSTRUCTION

Acryl I Property

Being a 48.514 acre tract or parcel of land situated in the Ritson Morris League, Abstract No. 52, Harris County, Texas, being out of and a part of that certain tract of land called 203.1442 acres conveyed by General Warranty Deed dated March 3, 1998, from MAT Corporation, a Delaware corporation, to American Acryl L. P., a Delaware limited partnership, recorded under Harris County Clerk's File No. S889109 of the Official Public Records of Real Property of Harris County, Texas, said 48.514 acre tract or parcel of land herein described is referenced to the US State Plane Coordinate System, Texas South Central Zone, NAD 1983 Datum, and is more particularly described by metes and bounds as follows (all distance calls are ground distance):

COMMENCING at a Copperweld rod stamped No. 2991 recovered for the Southerly most Northeast corner of the said American Acryl L. P. tract called 203.1442 acres, said rod having a Texas State Plane Coordinate System, South Central Zone value of X= 3,236,880.369 and Y= 13,784,699.947;

THENCE South 03 deg. 05 min. 11 sec. East, with the Easterly most line of the said American Acryl L. P. tract called 203.1442 acres, a distance of 966.75 feet to a point marking the Northeasterly most corner of the herein described tract and POINT OF BEGINNING;

THENCE South 03 deg. 05 min. 11 sec. East, continuing with the Easterly most line of the said American Acryl tract called 203.1442 acres, a distance of 600.00 feet to a point in the Northerly most line of that certain Harris County Flood Control District easement and right-of-way designated as part of Harris County Flood Control Unit F 220-00-00 conveyed from Friendswood Development Company, an Arizona corporation to Harris County Flood Control District by deed dated July 29, 1970, recorded in Volume 8169 at Page 548 of the Deed Records of Harris County, Texas, and under Harris County Film Code No. 121-24-2452, said point marking the Southeasterly most corner of the herein described tract;

THENCE South 86 deg. 56 min. 28 sec. West, along the Northerly most line of the said Harris County Flood Control District easement and right-of-way designated as part of Harris County Flood Control Unit F 220-00-00, passing at 3,276.88 feet a point of intersection in the Northerly most right-of-way of same, and continuing for a total distance of 3,524.51 feet to a point in the Westerly most West line of the said American Acryl L. P. tract called 203.1442 acres marking the Southwesterly most corner of the herein described tract;

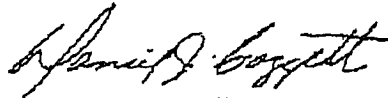
THENCE North 02 deg. 38 min. 06 sec. West, with the Westerly most West line of the said American Acryl L. P. tract called 203.1442 acres, a distance of 600.00 feet to a point marking the Northwesterly most corner of the herein described tract;

Page 2 of 2 Pages

DESCRIPTION OF 48.514 ACRES OF LAND CONTINUED:

THENCE North 86 deg. 56 min. 27 sec. East, over and across the said American Acryl
L. P. tract called 203.1442 acres, a distance of 3,519.78 feet to the POINT OF
BEGINNING, containing 2,113,256.75 square feet or 48.514 acres of land.

05-22-2002



DANIEL J. BAGGETT
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4242



Acryl II Property

METES AND BOUNDS

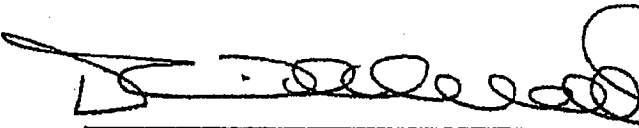
A tract of land containing 44.198 acres of land being out of the remainder of 203.1442 acre tract as recorded in Harris County Clerk's File No. S889109 and being located in the Ritson Morris Survey, Abstract No. 52, Harris County, Texas, and being more particularly described by metes and bounds as follows;

BEGINNING, at found copperweld # 2991 marking the southeast corner of a called 176.336 acre tract as recorded in Harris County Clerk's File No. N835531 and in the west line of a called 500 acre tract as recorded in Harris County Clerk's File No. P201191 and being the northeast corner of a called 100 feet wide drainage easement as recorded in Harris County Clerk's File F333256;

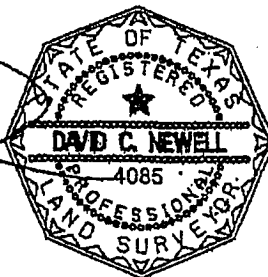
1. **THENCE**, South 03 degrees 05 minutes 11 seconds East, along the west line of said called 500 acre tract and the east line of said called 100 feet wide easement, for a distance of 966.75 feet to a set five eighths inch iron rod with cap stamped "CCI";
2. **THENCE**, South 86 degrees 56 minutes 28 seconds West, over and across said 203.1442 acre tract, for a distance of 1990.91 feet to a found five eighths inch iron rod with cap stamped "Wilson Group";
3. **THENCE**, North 03 degrees 03 minutes 32 seconds West, continuing over and across said called 203.1442 acre tract, for a distance of 967.51 feet to a found five eighths iron rod with cap stamped "Wilson Group" in the south line of a called 42.249 acre tract as described in Harris County Clerk's File No. N990365;
4. **THENCE**, North 86 degrees 57 minutes 43 seconds East, along the south line of said called 42.249 acre tract and said called 176.336 acre tract, for a distance of 1990.45 feet to the **POINT OF BEGINNING**.

A survey of even date accompanies this metes and bounds.

Date: February 11, 2009



David C. Newell
Registered Professional Land Surveyor
Texas Registration No. 40.85



Being a 48.514 acre tract or parcel of land situated in the Ritson Morris League, Abstract No. 52, Harris County, Texas, being out of and a part of that certain tract of land called 203.1442 acres conveyed by General Warranty Deed dated March 3, 1998, from MAT Corporation, a Delaware corporation, to American Acryl L. P., a Delaware limited partnership, recorded under Harris County Clerk's File No. S889109 of the Official Public Records of Real Property of Harris County, Texas, said 48.514 acre tract or parcel of land herein described is referenced to the US State Plane Coordinate System, Texas South Central Zone, NAD 1983 Datum, and is more particularly described by metes and bounds as follows (all distance calls are ground distance):

COMMENCING at a Copperweld rod stamped No. 2991 recovered for the Southerly most Northeast corner of the said American Acryl L. P. tract called 203.1442 acres, said rod having a Texas State Plane Coordinate System, South Central Zone value of X= 3,236,880.369 and Y= 13,784,699.947;

THENCE South 03 deg. 05 min. 11 sec. East, with the Easterly most line of the said American Acryl L. P. tract called 203.1442 acres, a distance of 966.75 feet to a point marking the Northeasterly most corner of the herein described tract and POINT OF BEGINNING;

THENCE South 03 deg. 05 min. 11 sec. East, continuing with the Easterly most line of the said American Acryl tract called 203.1442 acres, a distance of 600.00 feet to a point in the Northerly most line of that certain Harris County Flood Control District easement and right-of-way designated as part of Harris County Flood Control Unit F 220-00-00 conveyed from Friendswood Development Company, an Arizona corporation to Harris County Flood Control District by deed dated July 29, 1970, recorded in Volume 8169 at Page 548 of the Deed Records of Harris County, Texas, and under Harris County Film Code No. 121-24-2452, said point marking the Southeasterly most corner of the herein described tract;

THENCE South 86 deg. 56 min. 28 sec. West, along the Northerly most line of the said Harris County Flood Control District easement and right-of-way designated as part of Harris County Flood Control Unit F 220-00-00, passing at 3,276.88 feet a point of intersection in the Northerly most right-of-way of same, and continuing for a total distance of 3,524.51 feet to a point in the Westerly most West line of the said American Acryl L. P. tract called 203.1442 acres marking the Southwesterly most corner of the herein described tract;

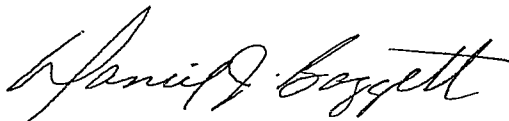
THENCE North 02 deg. 38 min. 06 sec. West, with the Westerly most West line of the said American Acryl L. P. tract called 203.1442 acres, a distance of 600.00 feet to a point marking the Northwesterly most corner of the herein described tract;

Page 2 of 2 Pages

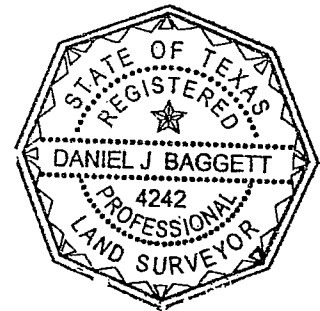
DESCRIPTION OF 48.514 ACRES OF LAND CONTINUED:

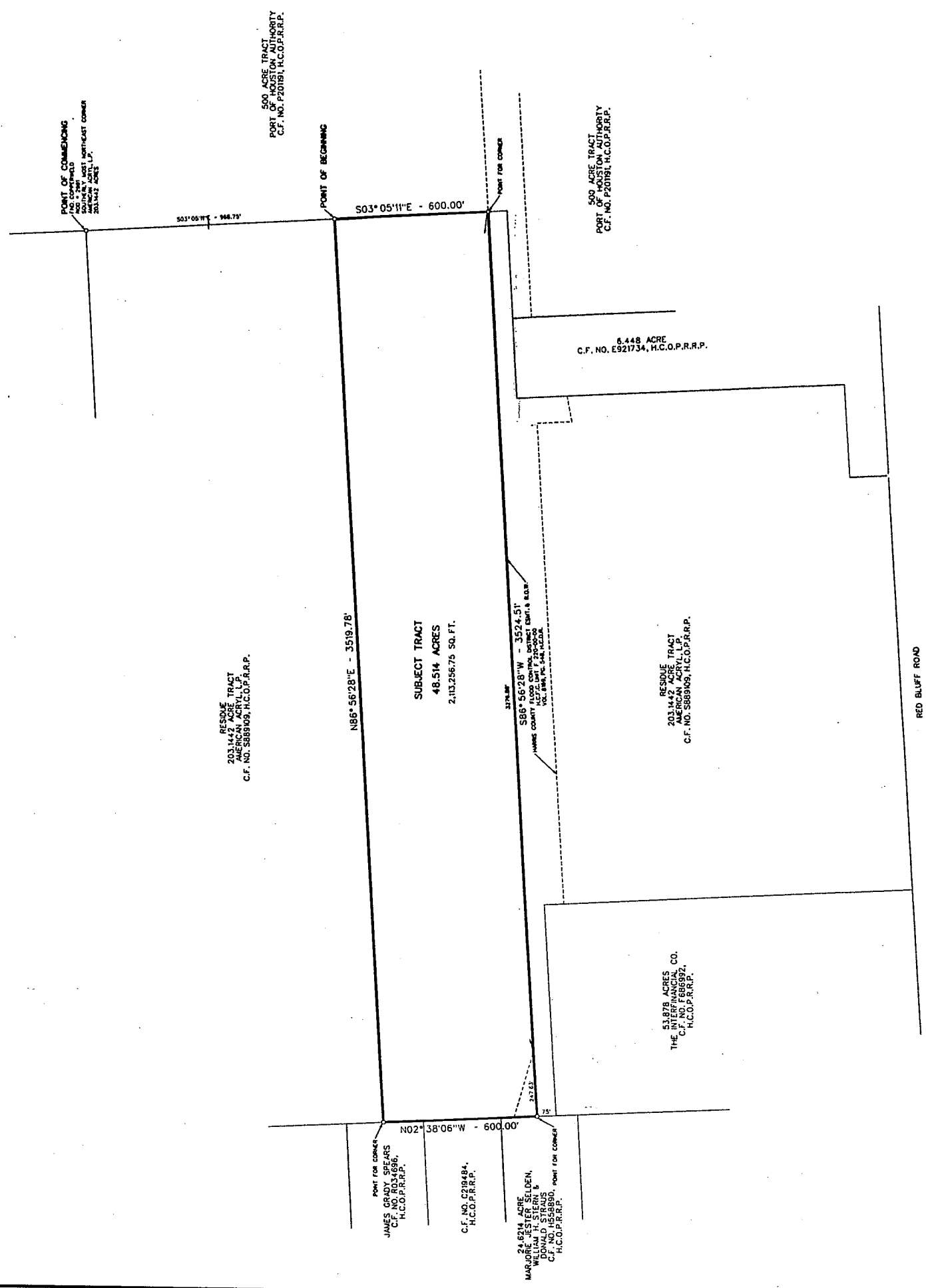
THENCE North 86 deg. 56 min. 27 sec. East, over and across the said American Acryl
L. P. tract called 203.1442 acres, a distance of 3,519.78 feet to the POINT OF
BEGINNING, containing 2,113,256.75 square feet or 48.514 acres of land.

05-22-2002



DANIEL J. BAGGETT
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4242



[illegible]

8.514 ACRE TRACT

RITSON MORRIS LEAUGE, ABSTRACT. NO. 52
IN THE
HARRIS COUNTY, TEXAS.


DANIEL J. BAGGETT
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4242



Civil Concepts, Inc.
SURVEYING & MAPPING, CIVIL ENGINEERING
ARCHITECTURAL, CONSTRUCTION
3425 FEDERAL STREET, PASADENA, TEXAS 77504
OFFICE: 713.947.6606 FAX: 713.947.6609

PROJECT 56-02

[illegible]

METES AND BOUNDS

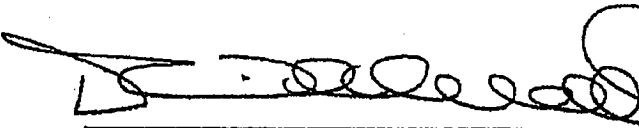
A tract of land containing 44.198 acres of land being out of the remainder of 203.1442 acre tract as recorded in Harris County Clerk's File No. S889109 and being located in the Ritson Morris Survey, Abstract No. 52, Harris County, Texas, and being more particularly described by metes and bounds as follows;

BEGINNING, at found copperweld # 2991 marking the southeast corner of a called 176.336 acre tract as recorded in Harris County Clerk's File No. N835531 and in the west line of a called 500 acre tract as recorded in Harris County Clerk's File No. P201191 and being the northeast corner of a called 100 feet wide drainage easement as recorded in Harris County Clerk's File F333256;

1. **THENCE**, South 03 degrees 05 minutes 11 seconds East, along the west line of said called 500 acre tract and the east line of said called 100 feet wide easement, for a distance of 966.75 feet to a set five eighths inch iron rod with cap stamped "CCI";
2. **THENCE**, South 86 degrees 56 minutes 28 seconds West, over and across said 203.1442 acre tract, for a distance of 1990.91 feet to a found five eighths inch iron rod with cap stamped "Wilson Group";
3. **THENCE**, North 03 degrees 03 minutes 32 seconds West, continuing over and across said called 203.1442 acre tract, for a distance of 967.51 feet to a found five eighths iron rod with cap stamped "Wilson Group" in the south line of a called 42.249 acre tract as described in Harris County Clerk's File No. N990365;
4. **THENCE**, North 86 degrees 57 minutes 43 seconds East, along the south line of said called 42.249 acre tract and said called 176.336 acre tract, for a distance of 1990.45 feet to the **POINT OF BEGINNING**.

A survey of even date accompanies this metes and bounds.

Date: February 11, 2009



David C. Newell
Registered Professional Land Surveyor
Texas Registration No. 40.85

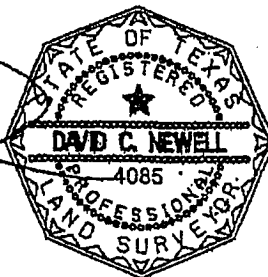


EXHIBIT B
INDUSTRIAL DISTRICT PROPERTY MAP

Exhibit B - Bayport Property Map

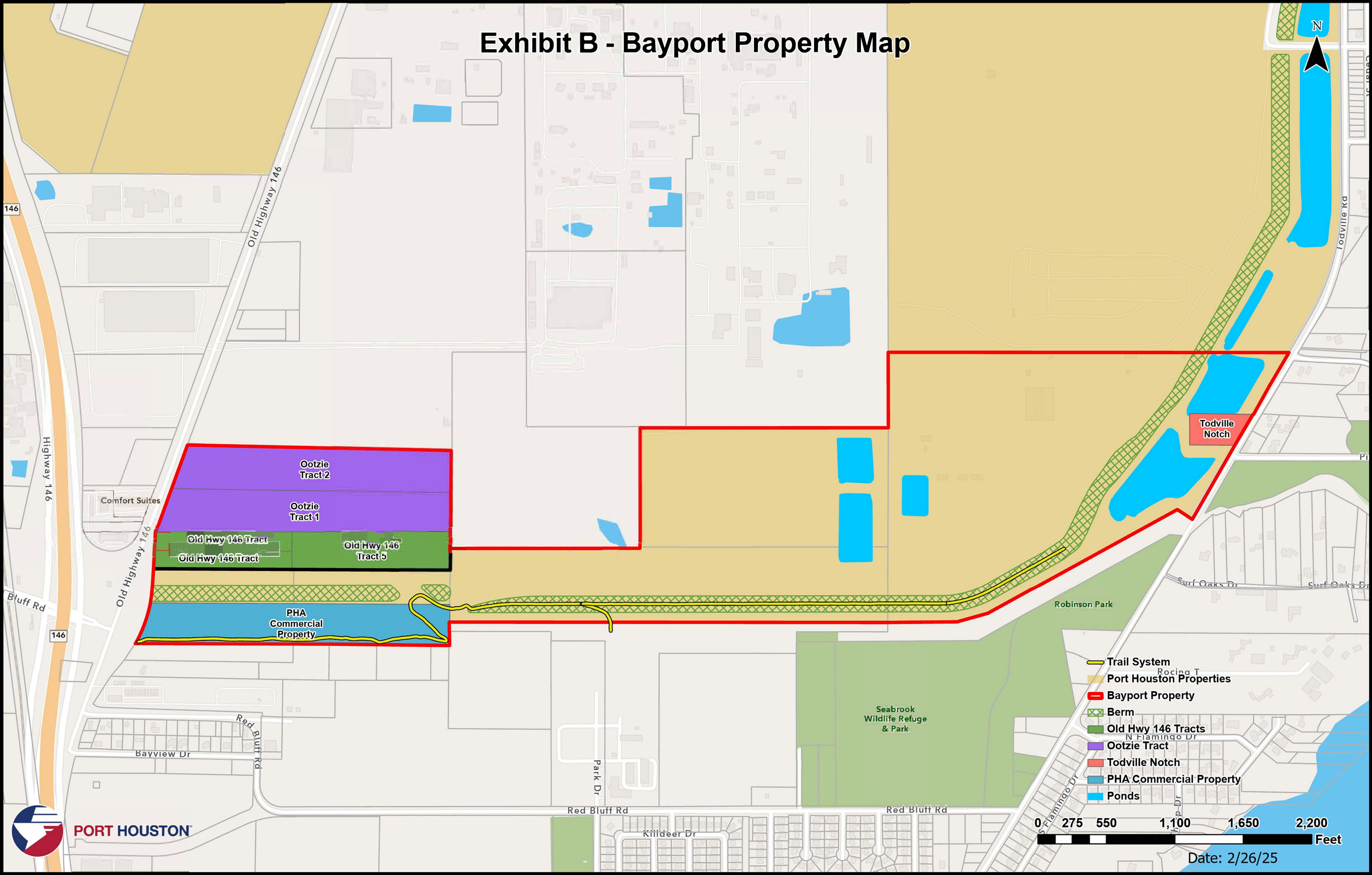


EXHIBIT J

RIGHT OF WAY EASEMENT

RIGHT OF WAY
PERMANENT EASEMENT GRANT AND DEDICATION

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument is made and entered into this ____ day of _____, 2025, by and between the CITY OF SEABROOK, TEXAS, whose mailing address is 1700 First Street, Seabrook, Texas 77586, hereinafter called the GRANTOR, and the Port of Houston Authority of Harris County, Texas, a governmental subdivision of the State of Texas, with a mailing address of 111 East Loop North, Houston, Texas 77029, hereinafter referred to as GRANTEE.

For and in consideration of Two Hundred ninety One Thousand, Two Hundred Seventeen Dollars (\$283,656.00) and other good and valuable consideration as herein set out, paid and received by Grantor, the receipt and sufficiency of which is hereby confessed and acknowledged, and for which no lien is retained, either expressly or implied, Grantor by these presents does grant, bargain, sell and convey to Grantee, for the purpose of public right of way, a permanent perpetual easement (“Easement”) to construct, install, maintain, operate, inspect, fill, and repair, as well as to use the surface and subsurface thereof in any lawful manner that shall be deemed necessary and desirable by Grantee, including all rights over, under, across, upon, along and through the property described in Exhibit “A” attached hereto and incorporated by reference for all purposes (the “Easement Area”).

This Easement is for roadway improvements. All construction and reclamation will be at no cost to the Grantor. Grantee may do and perform all acts necessary to construct, reconstruct, repair, relocate, or maintain the subject right of way within said Easement Area and to operate thereon all necessary machinery and equipment to efficiently prosecute the work. Grantee shall be responsible for obtaining any and all necessary consents, approvals, and permits. Grantor retains, reserves, and shall continue to enjoy the use of the surface of the easement property for any and all purposes which do not interfere with or prevent the use by Grantee of the Easement for the purposes stated herein.

Grantee acknowledges that Grantee has independently and personally inspected the Easement Area and that Grantee has entered into this Easement based upon such examination and inspection. Grantee accepts the Easement Area in its present condition, AS IS, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY REPRESENTATION, WARRANTY, OR EXPECTATION WHATSOEVER, EXPRESS OR IMPLIED, specifically (without limiting the generality of the foregoing) without any warranty regarding (i) any improvements currently located at or constituting a portion of the Easement Area, (ii) the soil and environmental conditions existing at the Easement Area, or (iii) the suitability of the Easement Area for any particular purpose or use.

The terms and provisions hereby shall extend to and be binding upon Grantor and Grantee and shall also refer to their respective successors and assigns. Grantee shall not assign this Easement except to a successor governmental agency.

This conveyance is expressly made subject to any and all restrictions, mineral and/or royalty reservations, covenants, and easements appearing of record regarding the Easement Area but only to the extent that the same are still in force and effect and enforceable against the same. The Easement, along with all rights and privileges relating thereto shall terminate when the Easement, as described above, is abandoned by adoption of an Ordinance abandoning or vacating such by Grantee.

TO HAVE AND TO HOLD the Easement for the purposes set forth, unto Grantee, its successors and assigns; and Grantor hereby binds itself, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but no further, limited, however, to the terms and provisions hereof, and subject to all matters of record in Harris County, Texas, to the extent that such matters are presently valid and enforceable against the Easement Area and to all matters as would be shown by an accurate survey.

This Easement contains the entire agreement between the parties relating to the subject matter. Any oral representations or modifications concerning this Easement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this _____ day of _____, 2025.

GRANTOR:

CITY OF SEABROOK, TEXAS

By: _____

Name: _____

Title: _____

Acknowledgement

The State of Texas

County of _____

Before me, _____ (insert the name and character of the officer), on this day personally appeared _____, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed. (Seal)

Given under my hand and seal of office this _____ day of _____, 20____.

(Notary's Signature) Notary Public, State of Texas

Exhibit A

Easement Area
Property Description

Exhibit "A"
Property Description

THAT CERTAIN TRACT OF PARCEL OF LAND CONTAINING **4.93** ACRES SITUATED IN THE *RITSON MORRIS SURVEY, ABSTRACT No. 52, HARRIS COUNTY, TEXAS*, AND BEING OUT OF A CALLED 15.936 ACRE TRACT AS RECORDED IN HARRIS COUNTY CLERK'S FILE No. V897016 AND A CALLED 8.85 ACRE TRACT AS RECORDED IN HARRIS COUNTY CLERK'S FILE No. U845272; SAID **4.93** ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

BEGINNING at a point in the east margin of Old Highway 146 for the northwest corner of a called 4.294 acre tract as recorded in Harris County Clerk's File No. 20080243577, same being the southwest corner of said 15.936 acre tract and the southwest corner of this herein described tract;

THENCE with the east margin of said Old Highway 146, same being the west line of said 15.936 acre tract around a curve in a counterclockwise direction having an arc distance of 95.36 feet, a radius of 1102.14 feet, and a chord of North 22 degrees 37 minutes 00 seconds East, a distance of 95.33 feet to a point for the northwest corner of this herein described tract;

THENCE North 87 degrees 03 minutes 18 seconds East, a distance of 1204.06 feet across said 15.936 acre tract to a point for a corner of this herein described tract;

THENCE North 87 degrees 43 minutes 03 seconds East, a distance of 1273.97 feet across said 8.85 acre tract to a point for the northeast corner of this herein described tract;

THENCE South 02 degrees 38 minutes 11 seconds East, a distance of 86.00 feet with the east line of said 8.85 acre tract, same being the west line of a called Harris County Flood Control District 150 foot Pine Gully easement as recorded in Harris County Clerk's File No. D193039 and a called 12.7955 acre tract, known as Reserve "B" of Bayview Commercial Subdivision as recorded in Film Code No. 645115 Map Records Harris County, Texas to a point for the southeast corner of this herein described tract;

THENCE South 87 degrees 43 minutes 03 seconds West, a distance of 1274.00 feet with the south line of said 8.85 acre tract, same being the north line of a called 1 acre tract as recorded in Harris County Clerk's File No. E678129, a called 3 acre tract as recorded in Volume 1209, Page 715 Deed Records Harris County, Texas, a called 2.66 acre tract as recorded in Volume 1167, Page 96 Deed Records Harris County, Texas and a called 2.74 acre tract as recorded in Harris County Clerk's File No. S071828 to a point for a corner of this herein described tract;

THENCE South 87 degrees 03 minutes 18 seconds West, a distance of 1244.70 feet with the south line of said 15.936 acre tract, same being the north line of said 2.74 acre tract and said 4.294 acre tract to the **POINT OF BEGINNING** and containing **4.93** acres.

BEARING STRUCTURE AND COORDINATES ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS SOUTH CENTRAL ZONE.

E1-2-419

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

D

RP-2018-357895

EXHIBIT K

DESCRIPTION OF SEWER LIFT STATION PROPERTY AND EASEMENT



RITSON MORRIS SURVEY
ABSTRACT No. 52
HARRIS COUNTY, TEXAS

CALLED 2.500 ACRES
H.C.C.F. No. RP-2016-150557

P.O.C.
(0.040 AC. & 0.119 AC.)

P.O.B.
(0.040 AC.)

0.040 ACRES

P.O.B.
(0.119 AC.)

PORTION OF
CALLED 500.0 ACRES
H.C.C.F. No. P201191

0.119 ACRES

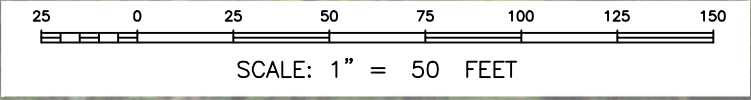
TODVILLE ROAD
(60' R.O.W.)

Line	Length	Direction
L1	68.37'	S28° 05' 53"W
L2	45.00'	S28° 05' 53"W
L3	45.00'	S86° 57' 42"W
L4	45.00'	N28° 05' 53"E
L5	45.00'	N86° 57' 42"E
L6	520.30'	S28° 05' 53"W
L7	10.00'	N61° 54' 07"W
L8	514.26'	N28° 05' 53"E
L9	11.68'	N86° 57' 42"E

E1-2-500 02-27-2025

PINE GULLY
H.C.F.C.D.
150' WIDE EASEMENT
H.C.C.F No. D193039

BEARINGS & COORDINATES ARE BASED ON
TEXAS STATE PLANE COORDINATE SYSTEM
OF 1983, TEXAS SOUTH CENTRAL ZONE.



0.040 ACRES

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING **0.040** ACRES AND BEING SITUATED IN THE *RITSON MORRIS SURVEY, ABSTRACT No. 52, HARRIS COUNTY, TEXAS*, AND BEING OUT OF A PORTION OF A CALLED 500.0 ACRE TRACT AS RECORDED IN HARRIS COUNTY CLERK'S FILE No. P201191; SAID **0.040** ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

COMMENCING at a point in the westerly margin of Todville Road (60 foot R.O.W.) for the southeasterly corner of a called 2.500 acre tract as recorded in Harris County Clerk's File No. RP-2016-150557, same being a corner of said 500.0 acre tract;

THENCE South 28 degrees 05 minutes 53 seconds West, a distance of 68.37 feet with the westerly margin of said Todville Road, same being the easterly line of said 500.0 acre tract to a point for the northeasterly corner and **POINT OF BEGINNING** of this herein described tract;

THENCE South 28 degrees 05 minutes 53 seconds West, a distance of 45.00 feet with the westerly margin of said Todville Road, same being the easterly line of said 500.0 acre tract to a point for the southeasterly corner of this herein described tract;

THENCE South 86 degrees 57 minutes 42 seconds West, a distance of 45.00 feet across said 500.0 acre tract to a point for the southwesterly corner of this herein described tract;

THENCE North 28 degrees 05 minutes 53 seconds East, a distance of 45.00 feet across said 500.0 acre tract to a point for the northwesterly corner of this herein described tract;

THENCE North 86 degrees 57 minutes 42 seconds East, a distance of 45.00 feet across said 500.0 acre tract to the **POINT OF BEGINNING** and containing **0.040** acres.

BEARING STRUCTURE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS SOUTH CENTRAL ZONE.

E1-2-500

0.119 ACRES

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING **0.119** ACRES AND BEING SITUATED IN THE *RITSON MORRIS SURVEY, ABSTRACT No. 52, HARRIS COUNTY, TEXAS*, AND BEING OUT OF A PORTION OF A CALLED 500.0 ACRE TRACT AS RECORDED IN HARRIS COUNTY CLERK'S FILE No. P201191; SAID **0.119** ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

COMMENCING at a point in the westerly margin of Todville Road (60 foot R.O.W.) for the southeasterly corner of a called 2.500 acre tract as recorded in Harris County Clerk's File No. RP-2016-150557, same being a corner of said 500.0 acre tract;

THENCE South 28 degrees 05 minutes 53 seconds West, a distance of 68.37 feet with the westerly margin of said Todville Road, same being the easterly line of said 500.0 acre tract to a point;

THENCE South 28 degrees 05 minutes 53 seconds West, a distance of 45.00 feet with the westerly margin of said Todville Road, same being the easterly line of said 500.0 acre tract to a point for the northeasterly corner and **POINT OF BEGINNING** of this herein described tract;

THENCE South 28 degrees 05 minutes 53 seconds West, a distance of 520.30 feet with the westerly margin of said Todville Road, same being the easterly line of said 500.0 acre tract to a point for the southeasterly corner of this herein described tract;

THENCE North 61 degrees 54 minutes 07 seconds West, a distance of 10.00 feet with the northerly line of a called Harris County Flood Control District, 150 foot wide Pine Gully easement as recorded in Harris County Clerk's File No. D193039 to a point for the southwesterly corner of this herein described tract;

THENCE North 28 degrees 05 minutes 53 seconds East, a distance of 514.26 feet across said 500.0 acre tract to a point for the northwesterly corner of this herein described tract;

THENCE North 86 degrees 57 minutes 42 seconds East, a distance of 11.68 feet across said 500.0 acre tract to the **POINT OF BEGINNING** and containing **0.119** acres.

BEARING STRUCTURE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS SOUTH CENTRAL ZONE.

E1-2-500