

**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES FOR  
PROPERTY TO BE ANNEXED INTO THE CITY OF MONTGOMERY**

This Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed into the City of Montgomery (the "Agreement") is entered into by and between the City of Montgomery, Texas, a general law city (the "City"), and the undersigned property owner, The Crossing at Montgomery, LLC, a Texas limited liability company (the "Property Owner"), both of which may be referred to herein singularly as "Party" or collectively as the "Parties."

**RECITALS**

**WHEREAS**, upon the request of Property Owner, the City intends to institute annexation proceedings for 45.744 acres of land described more fully hereinafter in **Exhibit A** and attached hereto (the "Subject Property"); and

**WHEREAS**, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the Subject Property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation; and

**WHEREAS**, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City's consideration of an ordinance annexing the Subject Property, it being understood, acknowledged and agreed by the Parties that annexation of the Subject Property is a condition precedent to this Agreement becoming effective; and

**WHEREAS**, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the Subject Property (the "Effective Date"); and

**WHEREAS**, the Subject Property is not included in the municipal annexation plan and is exempt from the requirements thereof; and

**WHEREAS**, infrastructure provided for in the Development Agreement between the City of Montgomery, Texas and Morning Cloud Investments, LLC (the "Development Agreement"), incorporated herein by reference, is sufficient to service the Subject Property on the same terms and conditions as other similarly situated properties currently within the City limits to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

**WHEREAS**, it is found that all statutory requirements have been satisfied and the City is authorized by Chapter 43, Loc. Gov't. Code, to annex the Subject Property into the City;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between Property Owner and the City establishing a program under which the City will provide municipal services to the Subject Property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

It is understood and agreed that the City is not required to provide a service that is not included in this Agreement. The following services will be provided for the Subject Property on the Effective Date of annexation:

**1) General Municipal Services.** Pursuant to this Agreement, the following services shall be provided immediately from the Effective Date of the annexation:

**A.** Police protection as follows:

The City's Police Department will provide protection and law enforcement services.

**B.** Fire protection and Emergency Medical Services as follows:

The City's Fire Department will provide emergency medical and fire protection services.

**C.** Solid waste collection services as follows:

The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

**D.** Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

**E.** Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the Subject Property on the same basis those facilities are available to current City property owners and residents.

**F.** Maintenance of other City facilities, buildings and service.

**G.** Land use regulation as follows: On the Effective Date of annexation, Property Owner agrees that the development of the Subject Property shall be in accordance with the Development Agreement and City Code; provided, however, that to the extent of any conflict, inconsistency or ambiguity between the Development Agreement and City Code, the Development Agreement shall be controlling and shall be deemed to modify City Code.

**H. Publicly Owned Parks, Facilities, and Buildings:**

1. Residents of the Subject Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including, community service facilities, libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor.

2. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.

**2) Scheduled Municipal Services.** Due to the size and vacancy of the Subject Property, water service and maintenance, wastewater service and maintenance, onsite storm sewer system facilities maintenance and maintenance of streets and rights-of-way will be provided in accordance with the salient provisions of the Development Agreement. Property Owner has requested, and City has consented to, the creation of an in-City Public Improvement District ("PID") to provide for the acquisition of water and sewer utility facilities, storm water facilities and road facilities to serve the territory to be annexed. City will provide the PID with water and wastewater treatment capacity and will operate the PID facilities pursuant to a Utility Agreement between the City and the District, the form of which is attached as **Exhibit B** to the Development Agreement.

**3) Capital Improvements.** Construction of any capital improvements shall be initiated after the Effective Date of the annexation and in accordance with the Development Agreement.

**4) Term.** If not previously expired, this Agreement expires at the end of ten (10) years.

**5) Property Description.** The legal description of the Subject Property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.

**6) Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

**7) Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Montgomery County, Texas.

**8) Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

**9) Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

**10) Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

*[signature pages follow]*

EXECUTED and AGREED to by the Parties this the \_\_\_\_ day of \_\_\_\_\_, 2025.

**THE CITY OF MONTGOMERY, TEXAS**

\_\_\_\_\_  
Sara Countryman, Mayor

**ATTEST:**

\_\_\_\_\_  
Ruby Beaven, City Secretary

**THE CROSSING AT MONTGOMERY, LLC**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: Marjorie Cox  
Title: Member

## EXHIBIT A

Legal description of land:

Being a description of a 45.744 acre (1,992,589 Sq. Ft.) tract of land situated in the Zacharias Landrum Survey, A-22, Montgomery County, Texas. Said 45.744-acre tract being out of a called 55.389 acre tract of land conveyed to Agnes R. Stanley, Trustee, under the Stanley family living trust dated February 10, 1997, as amended Montgomery County Clerk's File (M.C.C.F.) No. 2011092980 Official Public Records of Montgomery County (O.P.R.M.C.), Texas being more particularly described by metes and bounds as follows (With bearing basis being the State Plane Coordinate System, Central Zone no 4203, NAD 83. The coordinates shown hereon are Grid Coordinates and may be brought to the surface by multiplying the combined scale factor of 1.000069595. All distances are surface distances)

BEGINNING N= 10,133,702.85, E= 3,750,438.47 at a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set at the intersection of the northeast line of a tract of land conveyed to G.C. & S.F. Railroad Company, by deed recorded in Volume 6, Page 530 of the Montgomery County Deed Records (M.C.D.R.) and the south right-of-way line of Old Dobbin Plantersville Road (60' wide) as recorded under M.C.C.F. No. 9401426 of the O.P.R.M.C. Texas, from which a found fence corner post bears North 83 Deg. 45 Min. 25 Sec. West, a distance of 2.38 feet;

THENCE North 51 Deg. 03 Min. 16 Sec. East, with the southeast right-of-way line of said Old Dobbin Plantersville Road, with a northwest line of said 55.389- acre tract and with a northwest line of said tract herein described, a distance of 809.10 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point;

THENCE North 65 Deg. 32 Min. 16 Sec. East, with the southeast right-of-way line of Old Dobbin Plantersville Road, with the northwest line of said 55.389- acre tract and with a northwest line of said tract herein described, a distance of 153.21 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the most westerly northwest corner of said tract herein described.

THENCE South 43 Deg. 36 Min. 11 Sec. East, over and across said 55.389- acre tract and with the northeast line of said tract herein described, a distance of 1,125.26 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the west line of a called 8.81 acre tract of land conveyed to Billy G. Giles by deed recorded in volume 896, page 821, of the Montgomery County Deed Records and for an angle point in an easterly line of said tract herein described;

THENCE South 02 Deg. 35 Min. 44 Sec. East, with the west line of said 8.81- acre tract with an east line of said 55.389 acre tract and with an east line of said tract herein described, a distance of 75 04 feet to a 5/8 inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an interior angle point said tract herein described;

THENCE North 70 Deg. 34 Min. 16 Sec. East, with the southeast line of said 8.81- acre tract, with the southeast line of a called 13 05-acre tract conveyed to Billy G. Giles, by deed recorded in Volume 898, Page 825, of the Montgomery County Deed Records, with the south line of a called 34.831-acre tract of land conveyed to Alan Mann, by deed recorded in Montgomery County Clerk's File No. 2006-118991, Film Code No. 194-11-2542, with a northwest line of said 55.389-acre tract and with a northwest line of said tract herein described, a distance of 860.50 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" set for the north corner of herein described tract, said point being the west corner of a called 9.992 -acre tract of land conveyed to Edward Lopez and Wife, Sonja Lopez by deed recorded in Montgomery County Clerk's File No. 2012107577 of the Official Public Records of Montgomery County, Texas, being the north corner of said 55.389-acre tract, from which a found 2-inch iron pipe bears South 43 Deg. 04 Min. 42 Sec. East, a distance of 10.85 feet;

THENCE South 02 Deg. 45 Min. 17 Sec. East, with the west line of said 9.992- acre tract, with the west line of a called 20.019-acre tract conveyed to C.A. Stowe, by deed recorded in Montgomery County Clerk's File No. 9812142, Film Code No. 138-00-0930 of the Official Public Records of Montgomery County, Texas, with the east line of said 55.389-acre tract and with the east line of said tract herein described, a distance of 1,497.73 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG.

HOUSTON, TX" set in the northerly line of said G.C. & S.F. Railroad Company Tract, for the south corner of said 20.019 acre and the south corner of said tract herein described,

THENCE North 75 Deg. 51 Min. 44 Sec. West, with a northeast line of said G.C. & S.F. Railroad tract, with a southwest line of said 55.389- acre tract and with a southwest line of said tract herein described, a distance of 304.50 feet to a set 5/8-inch iron rod with cap stamped ("WEISSER ENG., HOUSTON, TX") for an angle point in said tract the herein described;

THENCE North 83 Deg. 08 MM. 44 Sec. West, with a northeast line of said G.C. & S.F. Railroad tract, with a southwest line of said 55.389 acre tract and with a southwest line of said tract herein described, a distance of 271.40 feet to a 5/8-inch Iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point;

THENCE North 52 Deg. 53 MM. 44 Sec. West, with a northeast line of said G.C. & S.F. Railroad tract, with a southwest line of said 55.389- acre tract and with a southwest line of said tract herein described, a distance of 244.80 feet to a 5/8-inch Iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" set for an angle point;

THENCE North 49 Deg. 42 Min. 44 Sec. West, with a northeast line of said G.C. & S.F. Railroad tract, with a southwest line of said 55.389- acre tract and with a southwest line of said tract herein described, a distance of 2,023.70 feet to the POINT OF BEGINNING and containing 45.744 acres (1,992,589 square feet) of land.

## **EXHIBIT B**



company, as may be amended from time to time.

"District" means a public improvement district, pursuant to and in accordance with the terms, provisions, and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code.

"ESFC" means that amount of water or wastewater, as applicable, set by the City that constitutes an Equivalent Single Family connection, which amount may be changed from time to time. At the time of this Agreement, an ESFC of water means 300 gallons per day and an ESFC of wastewater means 200 gallons per day.

"Facilities" means the water distribution, transportation and treatment, and storm water collection, detention and drainage systems, roads and improvements in aid thereof, constructed or acquired or to be constructed or acquired by the District to serve lands within its boundaries, and all improvements, appurtenances, additions, extensions, enlargements or betterments thereto, together with all contract rights, permits, licenses, properties, rights-of-way, easements, sites and other interests related thereto.

"Parties" shall mean the City and the Developer, collectively.

## ARTICLE II DESCRIPTION, DESIGN, FINANCING AND CONSTRUCTION OF THE FACILITIES

2.01. Facilities. The Facilities shall be designed and constructed in compliance with all applicable requirements and criteria of City regulations and ordinances. All plans and specifications for the Facilities shall be submitted to the City for approval prior to construction and advertising for bids. The plans and specifications shall be prepared in accordance with the applicable provision of the City Code, as they may be amended from time to time.

2.02. Water Distribution and Supply Facilities. The City shall provide the District with its ultimate requirements for water production supply of 55,350 gpd to serve approximately 235 ESFCs. The Developer agrees to connect the 12-inch waterline along Old Dobbins Plantersville Road to the 8-inch waterline along Old Plantersville Road upon the development being built out completely (the "Water Line and Connections"). Additionally, the Developer will be responsible for installing an 8-inch waterline terminating at the most northern point of the Proposed Thoroughfare. The Water Line and Connections will be constructed in public right of way or easement and to the extent necessary, the Developer will be responsible for acquiring any necessary public right of way required for the construction of the Facilities. The Water Line and Connections will be sized to serve the Tract. The Developer agrees to cover all costs to design and construct the Water Line and Connections. The Developer is responsible for providing engineered plans and specifications for the water distribution system interior to the development and the Water Line and Connections to the City Engineer for review and approval prior to commencing construction, and to obtain all required Planning and Zoning Commission, City Council and development approvals and permits. The City will accept such Facilities for ownership and

operation in accordance with the terms of the Utility Agreement subject to a one-year maintenance bond to be enforceable by the City from the contractor.

2.03. Impact Fees. The Developer agrees to pay impact fees for water supply facilities and wastewater treatment facilities ("Impact Fees") in the amount as stated in the City's current adopted Impact Fees, or as may be amended from time to time. The Developer will be assessed and pay Impact Fees at the time of the City's approval of the final plat for each section based on the number of connections in such plat.

2.04. Paving and Traffic. Per the preliminary land plan submitted by the Developer, the streets are proposed to be public and accepted by the City. The Developer is responsible for providing engineered plans and specifications for the roads interior to the development to the City Engineer for review and approval prior to commencing construction, and to obtain all required Planning and Zoning Commission, City Council, and development approvals and permits. Currently, the preliminary land plan provides for two (2) proposed connections to Old Dobbins Plantersville Road and Old Plantersville Road to provide access to the entire 235-home subdivision. The Developer will need to perform a Traffic Impact Analysis to assess the impact on the City's roadway system and coordinate with Montgomery County on the connection to Old Dobbins Plantersville Road. Per the City and Montgomery County's most recently adopted thoroughfare plan, the current land plan considers the planned extension of Westway Drive. Developer is to construct this extension within the limits of the Tract as defined in Exhibit F of the Development Agreement. The collector will have a 70-foot dedicated ROW with 36-foot-wide concrete pavement. Finally, the Developer must also provide access to the property adjacent to the north (MCAD Property ID: 270662) due to the property being landlocked if no access is given. Based on the preliminary land use plan provided, this requirement is being fulfilled. Any changes to the land use plan must consider and fulfill this requirement. The streets will be conveyed to the City upon final completion and subject to final acceptance by the City.

2.05 Drainage Facilities. The onsite storm sewer system will be designated public and accepted by the City upon completion of the development. Any detention ponds will remain the responsibility of the Developer. All drainage and detention improvements must be designed per the City's Code of Ordinances requiring compliance with the City's floodplain regulations and all applicable Montgomery County Drainage Criteria Manual Standards. The Developer also agrees to perform and submit a drainage study showing the development's impact on the drainage downstream of the Tract and on adjacent properties. The drainage study must be submitted to the City for review and approval prior to approval of the construction plans. The Developer is responsible for providing engineering plans and specifications for the drainage and detention system interior to the development to the City Engineer for review and approval prior to commencing construction, and to obtain all required Planning and Zoning Commission, City Council, and development approvals and permits.

2.06 Parks and Recreational Facilities. The Developer shall design and construct at least 6 parks and open space areas to total at least 6.8 acres to serve the Tract in accordance with the City Code and any applicable Montgomery County standards. Any park and open space areas will not be accepted by the City but owned and maintained by the District. Developer agrees to design and construct at least 3 detention basins of 8.5 acres with walking trails and park seating. Developer

also shall install a tree buffer of at least 20-foot width along the railroad for privacy.

2.07 Minor Modifications. Minor modifications to the District's utility plan are authorized under this Agreement upon review and approval of the City Administrator, or its designee, and no amendment to this Agreement is required. A minor modification would include, but is not limited to, an adjustment or relocation of public utility infrastructure if approved by the City Administrator or its designee; or any modification that is an elaboration, refinement or clarification of this Agreement and deemed to be a minor modification by the City Administrator.

### ARTICLE III OWNERSHIP, OPERATION AND MAINTENANCE OF FACILITIES

3.01. Ownership by the City. As the Facilities are completed and become operational, the District shall convey the same to the City, free and clear of all encumbrances.

3.02. Operation by the City. As the Facilities are completed, representatives of the City shall inspect the same and, if the City finds that the same has been completed in accordance with the approved plans and specifications, the City will accept the same, whereupon such portion of the Facilities shall be operated and maintained by the City at its sole expense as provided herein. In the event that the Facilities have not been completed in accordance with the approved plans and specifications the City will immediately advise the Developer in what manner the infrastructure does not comply, and the District shall immediately correct the same; whereupon the City shall again inspect the Facilities and accept the same if the defects have been corrected. During the term of this Agreement, the City will operate the Facilities and provide retail water and sanitary sewer service to all users within the District without discrimination. The City shall at all times maintain the Facilities or cause the same to be maintained, in good condition and working order and will operate the same, or cause the same to be operated, in an efficient and economical manner at a reasonable cost and in accordance with sound business principles in operating and maintaining the Facilities, and the City will comply with all contractual provisions and agreements entered into by it and with all valid rules, regulations, directions or orders by any governmental administrative or judicial body promulgating the same.

3.03. Rates and Meters. The City shall bill and collect fees from District customers of the water and wastewater system and shall from time to time fix such rates and charges for such customers of the system as the City, in its sole discretion, determines are necessary; provided that the rates and charges for services afforded by the system will be equal and uniform to those charged other similar classifications of users in the City. All water and wastewater revenues from the District customers shall belong exclusively to the City. The City shall be responsible for providing and installing any necessary meters for the individual customers.

3.04. Tap Fees / Connection Charges. Notwithstanding anything in the City Code to the contrary, the City will impose a charge for tap fees or connections to the water and wastewater system at a rate to be determined from time to time by the City, provided the charge is equal to the sums charged other City users for comparable connections, and the connection charges shall belong exclusively to the City.

ARTICLE IV  
REMEDIES IN EVENT OF DEFAULT

The parties hereto expressly recognize and acknowledge that a breach of this Agreement by either party may cause damage to the non-breaching party for which there will not be an adequate remedy at law. Accordingly, in addition to all the rights and remedies provided by the laws of the State of Texas, in the event of a breach hereof by either party, the other party shall be entitled but not limited to the equitable remedy of specific performance or a writ of mandamus to compel any necessary action by the breaching party. In the event that a party seeks a remedy as provided in this Article or any monetary damages as otherwise provided in this Agreement, the breaching party shall be required to pay for the non-breaching party's attorneys fees and court costs.

ARTICLE V  
MISCELLANEOUS PROVISIONS

5.01. Force Majeure. In the event either party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused, to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and the full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence.

5.02. Approvals and Consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution or order adopted by the governing body of the appropriate party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

5.03. Address and Notice. Unless otherwise provided in this Agreement, any notice to be given under this Agreement shall be given in writing and may be given either by depositing the notice in the United States mail postpaid, registered or certified mail, with return receipt requested; delivering the notice to an officer of such party; or sending the notice by prepaid telegram, when appropriate. Notice deposited by mail in the foregoing manner shall be effective the day after the day on which it is deposited. Notice given in any other manner shall be effective only when received by the party to be notified. For the purposes of notice, the addresses of the parties shall be as follows:

If to the City, to:

City of Montgomery, Texas  
101 Old Plantersville Road  
Montgomery, TX 77535  
Attention: City Manager

With a copy to City attorney:

Johnson Petrov LLP  
2929 Allen Parkway, Suite 3150  
Houston, TX 77019  
Attn: Alan P. Petrov

If to the Developer, to:

Morning Cloud Investments, LLC  
Attention: Marjorie Cox, Member  
P.O. BOX 8262  
Spring, Texas 77387-8262

With a copy to:  
Coats Rose, P.C.  
Attn: Tim G. Green  
9 Greenway Plaza, Ste. 1000  
Houston, Texas 77046

The parties shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice of such change to the other party.

5.04. Assignability. This Agreement may not be assigned by either except upon written consent of the other party

5.05. No Additional Waiver Implied. The failure of either party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other party.

5.06. Reservation of Rights. All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

5.07. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

5.08. Merger. This Agreement embodies the entire understanding between the parties and there are no representations, warranties or agreements between the parties covering the subject matter of this Agreement other than the Consent Resolution between the City and the District. If any provisions of the Consent Resolution appear to be inconsistent or in conflict with the provisions of this Agreement, then the provisions contained in this Agreement shall be interpreted in a way which is consistent with the Consent Resolution.

5.09. Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

5.10. Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

5.11. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

5.12. Term and Effect. This Agreement shall remain in effect until the earlier to occur of (i) the dissolution of the District by the City or (ii) the expiration of thirty (30) years from the date hereof.

[EXECUTION PAGES FOLLOW.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this \_\_\_\_ day of \_\_\_\_\_ 2024.

THE CITY OF MONTGOMERY, TEXAS

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Mayor

ATTEST/SEAL:

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City Secretary

**MORNING CLOUD INVESTMENTS, LLC**, a  
Texas limited liability company

By: \_\_\_\_\_  
Name: Marjorie Cox  
Title: Member

STATE OF TEXAS           §  
  §  
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by Marjorie Cox, Member of Morning Cloud Investments, LLC, a Texas limited liability company.

\_\_\_\_\_  
Notary Public, State of Texas

(NOTARY SEAL)