

WHOLESALE WATER SERVICES AGREEMENT

BETWEEN THE CITY OF TOMBALL AND HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 273

This WHOLESALE WATER SERVICES AGREEMENT (this "Agreement") is made and entered into by and between THE CITY OF TOMBALL ("City"), a home-rule municipality created and operating pursuant to the Constitution of Texas and the HARRIS COUNTY MUNICIPAL UTILITY District NO. 273 ("Customer") a political subdivision of the State of Texas.

RECITALS

1. City owns and operates water supply, storage, treatment, transmission and distribution facilities which have been designed to serve the needs of its customers in Harris County, Texas (collectively, the "City System").
2. Customer, a retail public utility furnishing retail water service, desires to obtain wholesale water services from City, and City desires to provide wholesale water service to Customer.
3. Customer will be responsible for construction of all improvements necessary to receive and deliver the potable water provided by City under this Agreement from the Delivery Point, as defined herein, to the Customer's utility system to allow the Customer to supply retail potable water service to the Customer's customers within the Wholesale Service Area, as defined herein.
4. City and Customer now desire to execute this Agreement to evidence the agreement of City to provide Wholesale Water Services, as more fully defined herein, to Customer under the conditions described in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Customer agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions of Terms. In addition to the terms otherwise defined in the above recitals or the provisions of this Agreement, the terms used in this Agreement will have the meanings set forth below.

"Agreement" means this agreement.

"Annual Water Supply Commitment" means quantity of maximum annual quantity of Wholesale Water Services to be made available by City to Customer for the Wholesale Service Area under this Agreement. The Annual Water Supply Commitment shall be 12.6 million gallons per annum, to be calculated on a calendar year basis.

"AWWA" means the American Water Works Association.

"Commencement Date" means the date of commencement of Wholesale Water Services by City to Customer. Except as otherwise agreed by the Parties, the Commencement Date shall be the same as the Effective Date.

"Connection Limit" means the cumulative number of customer service connections within the Wholesale Service Area, which shall not exceed 83 equivalent single family connections.

"Costs of the City System" means all of City's costs of acquiring, constructing, developing, permitting, implementing, expanding, improving, enlarging, bettering, extending, replacing, repairing, maintaining and operating the City System, including, without limiting the generality of the foregoing, the costs of reasonable water losses within the City System as well as the costs of property, , interests in property, capitalized interest, land, easements and rights-of-way, damages to land and property, leases, facilities, equipment, machinery, pumps, pipes, tanks, valves, fittings, mechanical devices, office equipment, assets, contract rights, wages and salaries, employee benefits, chemicals, stores, material, supplies, power, supervision, engineering, testing, auditing, franchises, charges, assessments, claims, insurance, engineering, financing, consultants, administrative expenses, auditing expenses, legal expenses and other similar or dissimilar expenses and costs required for the City System in accordance with the policies of the City. The term "Costs of the City System" shall also include any costs incurred by the City associated with providing Wholesale Water Services to Customer during the initial five (5) year period after the Commencement Date in which the City's wholesale rates and fees are fixed, and which are not recovered through such rates and fees, including costs of additional capacity made available to new customers within the Wholesale Service Area. Notwithstanding the foregoing, because City is providing Wholesale Water Services to Customer and retail potable water service to other customers from the City System, the term "Costs of the City System" shall not include retail billing and customer service costs or any costs properly attributable to the provision of retail potable water service for facilities not used and useful by City for the provision of service to the Wholesale Service Area from the City System, such as costs of retail distribution lines, and individual retail customer service lines.

"Customer" means Harris County Municipal Utility District No. 273, dba MUD 273.

"Customer System" means the Customer's water transmission, distribution and delivery systems that provide service to the Customer's retail customers required to extend service to the Wholesale Service Area from Customer's side of the Delivery Point. The Customer System shall be owned, operated and maintained by Customer and shall not include the Master Meters or any facilities on City's side of the Delivery Point.

"Delivery Point" means the point at which City will deliver treated water to Customer under this Agreement, which shall be the location of the Master Meters, as depicted on Exhibit A.

"City" means the City of Tomball or its successor.

"City Service Area" means the service area for the City System, together with such other service areas as may be added by City in the future.

"City System" means the facilities owned and operated by City, together with all extensions, expansions, improvements, enlargements, betterments and replacements to provide retail or wholesale water services to City's customers in the City Service Area. The City System shall include the Delivery Point Improvements, but shall not include the Customer System.

"City Water Conservation and Drought Contingency Plan" means, collectively, the City Water Conservation Plan and the City Drought Contingency Plan, as may be amended by the from time to time.

"Effective Date" means the date this Agreement has been executed by both Customer and City.

"Emergency" means a sudden unexpected happening; an unforeseen occurrence or condition; exigency; pressing necessity; or a relatively permanent condition or insufficiency of service or of facilities resulting from causes outside of the reasonable control of City. The term includes Force Majeure and acts of third parties that cause the City System to be unable to provide the Wholesale Water Services agreed to be provided herein.

"Force Majeure" means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of any governmental entity other than City or any civil or military authority, acts, orders or delays of any regulatory authorities with jurisdiction over the parties, insurrections, riots, acts of terrorism, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions which are not within the control of a party.

"Master Meters" means the two (2) master meters and related equipment located at the Delivery Point(s) which shall measure the quantity of Wholesale Water Service provided by City pursuant to this Agreement.

"Minimum Monthly Charge" means the monthly charge by the City to the Customer for the provision of Wholesale Water Service by the City to the Wholesale Service Area as described in Sections 4.01 and 4.03(b) below.

"TCEQ" means the Texas Commission on Environmental Quality or its successor agency.

"Volume Charges" means the monthly charge assessed by the City to the Customer for the provision of Wholesale Water Service to the Wholesale Service Area determined by the volume of water delivered to the Wholesale Service Area as measured by the Master Meters and as described in Sections 4.01 and 4.03 herein.

"Wholesale Water Services" means the production of groundwater from City's municipal groundwater wells, the transmission of such untreated water supplies to City's water treatment plant, the treatment of the water into potable form, and the transmission of potable water to the Delivery Point.

"Wholesale Service Area" means only the territory more particularly described or depicted in Exhibit B attached hereto which consists of the real property located within the extraterritorial jurisdiction of the City that is also within the Customer's boundaries .

Section 1.02 Captions. The captions appearing at the first of each numbered section or paragraph in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement.

ARTICLE II

PROVISION OF WHOLESale WATER SERVICES

Section 2.01 Wholesale Water Services. City agrees to provide Wholesale Water Services to Customer for the Wholesale Service Area in accordance with the flow limitations and other terms and conditions of this Agreement.

Section 2.02 Customer Responsible for Retail Connections. Customer will be solely responsible for providing retail water service within the Wholesale Service Area. Customer shall not provide or sell water received under this Agreement to any entity, private or public, other than the Customer's retail customers located within the Wholesale Service Area. Customer will be solely responsible for ensuring compliance by its retail customers with the applicable terms of this Agreement, for the applicable provisions of the City Service Rules and Policies, and for the proper and lawful application of Customer's policies and regulations governing connection to the Customer System.

Section 2.03 Secondary Source.

(a) The Parties agree that as of the Commencement Date, the sole source of water to Customer for the Wholesale Service Area is Wholesale Water Services furnished by the City. Notwithstanding the foregoing, the Wholesale Water Services shall not be the exclusive source of potable water supply to Customer, and Customer may elect, in its sole discretion, to secure additional or alternative water supplies for the Wholesale Service Area at any time. The Customer shall be solely responsible for securing any such alternative or additional water supplies. The Parties mutually acknowledge and agree that it is their intent for Customer to be solely responsible for compliance with TCEQ's minimum capacity rules. Customer agrees that, upon securing of additional or alternative water supplies, Customer will, at its sole expense, construct and maintain an air gap separation between the Customer System and the City system.

(b) City, by entering into this Agreement with Customer, does not confer upon Customer, and Customer, as a result of this Agreement, shall never have or claim, any interest in any water owned or controlled by City.

Section 2.04 Title to and Responsibility for Water, Delivery Point.

(a) Title to the water diverted, treated and transported to Customer by City under this Agreement shall remain with City at all times until it reaches the Delivery Point. At the Delivery Point, title, control and dominion of the water shall pass to the Customer.

(b) Customer shall be solely responsible for conveying water from the Delivery Point to the Customer's intended places of use within the Wholesale Service Area.

Section 2.05 Volume and Pressure.

(a) Subject to the terms of this Agreement, upon completion of construction by the Customer of the Customer Improvements and Delivery Improvements, City agrees to provide Wholesale Water Services in a quantity up to, but not in excess of:

- (i) the Annual Water Supply Commitment;
- (ii) the Connection Limit;
- (iii) a maximum daily flow rate of 34,528 gallons per day;

(iv) a maximum hourly rate of 250 gallons per hour per equivalent single family connection; and

(v) a maximum instantaneous flow rate of 4 gallons per minute per equivalent single family connection. The Parties agree that the water supply shall be delivered at the Delivery Point at a minimum pressure of 35 psi under normal operating conditions, and Customer shall be solely responsible for ensuring that the water service furnished to its customers meets minimum pressure and other regulatory requirements applicable to public water systems established by TCEQ rules.

(b) City reserves the right to install, at Customer's expense, flow restriction devices within the City System or at the Delivery Point, if necessary, in order to restrict the flow of water to Customer to the specified levels. City shall provide Customer not less than fifteen (15) day prior written notice of its intention to do so.

(c) This Agreement shall not be construed as any guarantee or representation by City that the Wholesale Water Services furnished by City to the Customer will be sufficient for fire protection purposes, and the City expressly disclaims any such responsibility.

(d) This Agreement shall not be construed as any guarantee or representation by City that the Wholesale Water Services furnished by City to Customer will be delivered at a static pressure in excess of thirty-five (35) pound per square inch (PSI). Customer will, at Customer's expense, install and maintain any and all facilities necessary for ensuring water pressure within the Customer System.

(e) Customer, at any time and upon first giving City three hundred sixty five (365) days prior written notice, may reduce the Annual Water Supply Commitment. The written notice furnished by Customer to City shall specify the reduced Annual Water Supply Commitment. In the event of any such reduction, City's obligation to provide Wholesale Water Services shall be reduced accordingly, and City's maximum daily, hourly and instantaneous delivery obligations shall be reduced accordingly.

Section 2.06 Excess Consumption.

(a) If at any time Customer exceeds the Annual Water Supply Commitment, the Connection Limit, the maximum daily, hourly, or instantaneous flow rates as set forth in Section 2.05, the City will deliver written notice to Customer. Customer shall have a period of thirty days from receipt of the notice to develop and implement a plan to address the cause of the exceedance. If the quantity of Wholesale Water Service again exceeds the Annual Water Supply Commitment within any calendar year within five (5) years of the first exceedance, then unless Customer obtains an alternative source of water service to meet its excess service requirements, City may exercise any of the following remedies, as determined in the sole and absolute discretion of City:

(1) City may terminate this Agreement to be effective as of a date not less than 365 days after issuance of notice of termination by City to Customer, in which event Customer shall be solely responsible for securing an alternative water supply for the Wholesale

Service Area, and City's obligation to provide Wholesale Water Service to Customer shall terminate on the effective date of termination;

(2) City may pursue any remedy available at law or in equity as a result of Customer's breach; or

(3) City may elect to acquire and develop additional wholesale water capacity at the sole cost and expense of Customer. In the event of such election, City shall calculate the cost of acquiring an additional water supply, which may include the construction of new groundwater well facilities, the purchase of additional water or the purchase of wholesale water service from another purveyor. In such an event, City shall provide six months' written notice of the improvements and costs required to develop additional wholesale water service capacity, and City's method of financing the cost. Unless Customer obtains an alternative source of water service to meet its excess capacity requirements, Customer will be obligated to pay such costs (or, if the improvements will be designed to serve customers in addition to Customer, a pro rata share of such costs) on or before the expiration of such six-month period. The cost of any improvements required under this Section will include all reasonable and necessary costs of planning, designing, constructing and permitting, and any and all other costs in connection with, the required improvements and securing additional water supplies.

Section 2.07 Quality of Water Delivered to Customer.

The water delivered by City at the Delivery Point shall be potable water of a quality conforming to the requirements of applicable federal or state laws, rules, regulations or orders, including requirements of the TCEQ applicable to water provided for human consumption and other domestic use. City will provide Customer with a report of drinking water quality as required by federal and state laws. Customer shall be solely responsible for the quality of water once it passes through the Delivery Point, including any degradation of water quality or system pressure.

Section 2.08 Maintenance and Operation; Future Construction.

City shall be responsible for operating, maintaining, repairing the City System, including the Master Meters. Customer shall be responsible for operating, maintaining, repairing, replacing, extending, improving and enlarging the Customer System condition and shall promptly repair any leaks or breaks in the Customer System.

Section 2.09 Rights and Responsibilities in Event of Leaks or Breaks.

Customer shall be responsible for paying for all water delivered to it under this Agreement at the Delivery Point even if such water passed through the Delivery Point as a result of leaks or breaks in the Customer System. In the event a leak, break, rupture or other defect occurs within the Customer System that could either endanger or contaminate the City System or prejudice City's ability to provide water service to its other customers, City, after providing notice to Customer, shall have the right to take reasonable, appropriate action to protect the public health or welfare of the City System or the water systems of City's customers including, without limitation, the right to restrict, valve off or discontinue service to Customer until such leak, break, rupture or other defect has been repaired.

Section 2.10 Wholesale Service Commitment Not Transferable.

City's commitment to provide Wholesale Water Services is solely to Customer and solely for the Wholesale Service Area. Customer may not assign or transfer in whole or in part its right to receive Wholesale Water Services without City's prior written approval. Notwithstanding the foregoing, the City reserves the right to provide wholesale water service to other properties, as may be amended from time to time. It shall be a material breach of this Agreement for Customer to provide retail (or wholesale) water service to any lands outside the Wholesale Service Area with water furnished by City under this Agreement. In the event of such breach, Customer agrees that City may terminate this Agreement, or pursue any other right or remedy available at law or in equity, if Customer does not terminate the service connection within 30 days of receipt of written notice from City.

Section 2.11 Conservation and Drought Planning.

Customer, by signing below, certifies that it has adopted a water conservation plan and a drought contingency plan in compliance with TCEQ rules, 30 Texas Administrative Code, Chapter 288, and that the provisions of such plans are at least as stringent as the provisions of the City Water Conservation and Drought Contingency Plan. Any curtailment, prohibitions, or restrictions on watering in effect for City retail customers must be applied to retail customers of Customer in the Wholesale Service Area.

Section 2.12 Plumbing Regulations.

To the extent City and Customer have the authority, both covenant and agree to adopt and enforce adequate plumbing regulations with provisions for the proper enforcement thereof, to ensure that neither cross-connection nor other undesirable plumbing practices are permitted, including an agreement with each of their respective water customers that allows it to inspect individual water facilities prior to providing service to ensure that no substandard materials or methods are used and to prevent cross-connection and other undesirable plumbing practices.

Section 2.13 Curtailment of Service.

(a) The Parties agree that if water service is curtailed by City to other customers of the City System, City may impose a like curtailment, with notice to Customer, on Wholesale Water Services delivered to Customer under this Agreement. City will impose such curtailments in a nondiscriminatory fashion.

(b) The Parties agree that they will not construe this Agreement to prohibit City from curtailing service completely in the event of a maintenance operation or Emergency for a reasonable period necessary to complete such maintenance operations or repairs or respond to an emergency circumstance. The Customer acknowledges and agrees that the City's provision of Wholesale Water Services under this Agreement is subject to applicable provisions of the City Water Conservation and Drought Contingency Plan. City will provide reasonable notice of planned maintenance to Customer that is anticipated to materially impact Wholesale Water Services so that Customer can provide reasonable prior notice of potential disruptions to its customers.

Section 2.14 Cooperation During Maintenance or Emergency.

Customer will reasonably cooperate with City during periods of Emergency or required maintenance. If necessary, upon prior notice, Customer will operate and maintain the Customer System at its expense in a manner reasonably necessary for the safe and efficient completion of repairs or the replacement of facilities, the restoration of service, and the protection of the public health, safety, and welfare.

Section 2.15 Right of Entry.

Customer agrees to provide City the right of entry and access to the Customer System at all reasonable times upon prior notice in order to inspect those facilities, to investigate the source of operational or maintenance problems or for preventive purposes intended to detect, minimize, or avert operational or maintenance problems, or for any other purpose reasonably related to the provision of Wholesale Water Service.

ARTICLE III

CONSTRUCTION OF IMPROVEMENTS AND METERING PROVISIONS

Section 3.01 Master Meters. The City shall be responsible for ownership, operation, maintenance and repair of the Master Meters.

Section 3.02 Master Meter Accuracy; Calibration.

(a) The Master Meters shall be calibrated each calendar year by the City, and the costs associated with such calibration shall be paid by Customer. The City shall provide not less than 48 hours prior written notice of each such calibration, and a representative of the Customer may be present to observe each calibration.

(b) In the event any question arises at any time as to the accuracy of the Master Meters, but not more than a frequency of once per consecutive 12-month period without mutual consent of both parties, then the Master Meters shall be tested by City promptly upon demand of Customer. The expense of such test shall be borne by Customer.

(c) If, as a result of any test, either of the Master Meters are found to be registering inaccurately (in excess of AWWA and manufacturer's standards for the type and size of meter), the readings of the Master Meter(s) shall be corrected at the rate of their inaccuracy for any period which is definitely known or agreed upon and City shall pay for the testing or, if no such period is known or agreed upon, the shorter of:

- (1) a period extending back either 60 days from the date of demand for the test or, if no demand for the test was made, 60 days from the date of the test; or
- (2) a period extending back one-half of the time elapsed since the last previous test; and the records of the readings, and all payments which have been made on the basis of such readings, shall be adjusted accordingly.

ARTICLE IV

RATES AND CHARGES

Section 4.01 Wholesale Water Rates, Fees and Charges.

Effective as of the Commencement Date, Customer will pay City for the Wholesale Water Service provided under this Agreement that is metered through the Master Meters in accordance with the City's published Master Fee Schedule applicable to large commercial users, which initially shall be comprised of:

- a) Minimum Monthly Charge, which initially shall be \$55.11 per month; and
- b) Volume Charge, which initially shall be \$5.72 per one thousand (1,000) gallons of water, or as amended, as set forth in the City's Master Fee Schedule.
- c) North Harris County Regional Water Authority Fee, which shall be equal to the adopted and applicable rate charged by the North Harris County Regional Water Authority. This fee is remitted wholly to the North Harris County Regional Water Authority on behalf of Customer.

City may amend the Minimum Monthly Charge and the Volume Charge from time to time which is published in the City's adopted Master Fee Schedule. Notice of such changes in the City's adopted Master Fee Schedule or to any rate applicable to the Customer will be provided by the City to the Customer prior to any such rate change taking effect.

Pursuant to Section 5.01(b) of the Development Agreement and Section 4.03 of the First Amendment to the Development Agreement, the District agrees to pay to the City the Water Impact Fee prior to securing water service to the end customer.

Section 4.02 Volume Charge, and Minimum Monthly Charge.

- (a) City will measure water flows monthly based on monthly readings of the Master Meters. The total of these amounts multiplied by the Volume Charges will be used by City to compute the monthly bill for the Volume Charge as provided in Section 5.02 below.
- (b) Upon the commencement of delivery of potable water, Customer will commence payment to the City of the Minimum Monthly Charge and Volume Charge.
- (c) If the amount of water delivered to Customer at the Delivery Point in any calendar year exceeds the Annual Water Supply Commitment, as determined by the Master Meters, then Customer agrees to pay an amount of money equal to the rate determined by the City to then be in effect for use of water in amounts in excess of the Annual Water Supply Commitment during the previous calendar year. Purchaser acknowledges and agrees that the initial volumetric rate in effect as of the Effective Date of this Agreement applicable to consumption in excess of the Annual Water Supply Commitment shall be equal to the Volume Charge applicable to large commercial users under the City's Master Fee Schedule.

Section 4.04 Customer Water Rates and Charges.

Customer will be solely responsible for ensuring that its retail rates and charges are determined and collected in accordance with applicable law.

Section 4.05 Verification of Customer Connections.

Customer will annually report records for retail connections to the Customer System. In addition, City will have the right to inspect the Customer System at any time, at City's sole expense, after giving Customer written notice of its intention to inspect and allowing the opportunity for Customer to be present, to verify the type and amount of retail connections made or the condition of the Customer System and Customer will provide lawful access to City for this purpose.

ARTICLE V

WHOLESALE BILLING METHODOLOGY; REPORTS

AND OTHER RELATED MATTERS

Section 5.01 Monthly Statement.

For each monthly billing period, City will forward to Customer a bill providing a statement of the total Minimum Monthly Charge and Volume Charges owed by Customer for Wholesale Water Service provided to Customer during the previous monthly billing period. Customer will pay City for each bill submitted by City to Customer by any acceptable payment method accepted by the City on or before the due date published on the bill. Payment must be received by the City by the due date in order not to be considered past due or late. In the event Customer fails to make payment of a bill by the due date published on a bill, Customer shall pay in addition City's then-current late payment charges on the unpaid balance of the invoice.

Section 5.02 Monthly Billing Calculations.

City will compute the Minimum Monthly Charge and Volume Charge included in the monthly billing for Wholesale Water Service on the basis of monthly readings of the Master Meters. The total of these amounts multiplied by the wholesale water rates, set from time to time by the City, will be used to compute the monthly bill for the Volume Charge.

Section 5.03 Effect of Nonpayment.

With respect to monthly billings, if City has not received payment from Customer for charges authorized pursuant to this Agreement by the due date, the bill will be considered delinquent, unless contested in good faith. In such event, City will notify Customer of such delinquency in writing, if Customer or its assignee fails to make payment of the delinquent billing within 30 calendar days from the date of transmittal of such written notice of delinquency from City, then City may, at its discretion, terminate Wholesale Water Services to Customer until payment is made or exercise any other remedy available at law or in equity. Any delinquent payments shall also be subject to any late payment fees or similar charges adopted by the City from time to time.

Section 5.04 Protests, Disputes or Appeals.

Nothing in this Agreement is intended to limit, impair or prevent any right of Customer to protest, dispute or appeal with respect to rate making, the establishment of fees and charges or any other related legal or administrative proceedings affecting services or charges to the Customer under this Agreement.

Section 5.05 Additional Required Notices.

Customer shall provide to City by June 1 of every year during the term of this Agreement a report setting forth:

- (i) the total number of retail water service connections within the Wholesale Service Area as of April 1 of the same year;
- (ii) the service address for each connection; and,
- (iii) the total number of new retail water service connections to the Customer System during the prior annual period ending April 1 of the same year.

ARTICLE VI

REGULATORY COMPLIANCE

Section 6.01 Agreement Subject to Applicable Law.

The Agreement will be subject to all valid rules, regulations, and applicable laws of the United States of America, the State of Texas and/or any other governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them. City shall be solely responsible for regulatory compliance associated with the City System, and Customer shall be solely responsible for regulatory compliance associated with the Customer System.

ARTICLE VII

TERM, TERMINATION, DEFAULT, REMEDIES

Section 7.01 Term and Termination.

This Agreement shall become effective upon the Effective Date and shall extend for a term of thirty (30) years unless terminated earlier as provided herein.

Section 7.02 Default.

(a) In the event Customer shall default in the payment of any amounts due to City under this Agreement, or in the performance of any material obligation to be performed by Customer under this Agreement, then City shall give Customer at least thirty (30) days' written notice of such default and the opportunity to cure same. Thereafter, City shall have the right to temporarily limit Wholesale Water Services to Customer under this Agreement pending cure of such default by Customer and also to pursue any remedy available at law or in equity, pending cure of such default by Customer.

(b) In the event City shall default in the performance of any material obligation to be performed by City under this Agreement, then Customer shall give City at least 30 days' written notice of such default and the opportunity to cure same. Thereafter, in the event such default remains uncured, the Customer shall have the right to pursue any remedy available at law or in equity, pending cure of such default by City.

Section 7.03 Additional Remedies Upon Default.

It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies existing at law or in equity may be availed of by any party and shall be cumulative of the remedies provided. Recognizing however, that City's undertaking to provide and maintain the services of the City System is an obligation, failure in the performance of which cannot be adequately compensated in money damages alone, City agrees, in the event of any default on its part, that Customer shall have available to it the equitable remedies of *mandamus* and specific performance in addition to any other legal or equitable remedies (other than termination of this Agreement) that may also be available. In recognition that failure in the performance of Customer's obligations could not be adequately compensated in money damages alone, Customer agrees in the event of any default on its part that City shall have available to it the equitable remedy of specific performance in addition to any other legal or equitable remedies that may also be available to City. If either party institutes legal proceedings to seek adjudication of an alleged default under this Agreement, the prevailing party in the adjudication shall be entitled to its reasonable and necessary attorneys' fees.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.01 Assignability.

Assignment of this Agreement by either party is prohibited without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned. Any attempted assignment that is not undertaken in accordance with the foregoing requirements shall be null and void.

Section 8.02 Amendment.

This Agreement may be amended or modified only by written agreement duly authorized by Customer and City and executed by duly authorized representatives of each.

Section 8.03 Necessary Documents and Actions.

Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

Section 8.04 Entire Agreement.

This Agreement constitutes the entire agreement of the Parties regarding its subject matter, and this Agreement supersedes any prior or contemporaneous oral or written understandings or representations of the Parties regarding the subject matter.

Section 8.05 Applicable Law.

This Agreement will be construed under and in accordance with the laws of the State of Texas.

Section 8.06 Venue.

All obligations of the Parties created in this Agreement are performable in Harris County, Texas, and venue for any action arising under this Agreement will be in Harris County, Texas.

Section 8.07 No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than to the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

Section 8.08 Duplicate Originals.

This Agreement may be executed in duplicate originals each of equal dignity.

Section 8.09 Notices.

Any notice required under this Agreement may be given to the respective Parties by deposit in regular first-class mail or by hand-delivery to the address of the other party shown below:

Customer:

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 273

c/o Allen Boone Humphries Robinson LLP

3200 Southwest Freeway, Suite 2600

Houston, Texas 77027

Attention: Angie Lutz

Email: ALutz@abhr.com

City:

City of Tomball

Attn: City Manager

401 Market Street

Tomball, Texas 77375

Notices shall be deemed received on the date of hand delivery or within three days of deposit in first-class mail.

Section 8.10 Severability.

Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or

unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

Section 8.11 Force Majeure.

If any party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, other than an obligation to pay or provide money, then such obligations of that 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. Such cause, as far as possible, shall be remedied with all reasonable diligence. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the affected party, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of the affected party.

Section 8.12 Authority of Parties Executing Agreement Validity.

By their execution, each of the individuals executing this Agreement on behalf of a party represents and warrants to the other party that he or she has the authority to execute the document in the capacity shown on this document. Each of the parties further represent and warrant that this Agreement constitutes a valid and binding contract, enforceable against it in accordance with its terms.

Section 8.13 Exhibits.

The following exhibits are attached to and incorporated into this Agreement for all purposes:

Exhibit A Delivery Point

Exhibit B Wholesale Service Area

Exhibit C Service Connection Addresses within Wholesale Service Area

Section 8.14 Effective Date. This Agreement will be effective from and after the last date of due execution by all Parties.

Signatures

HARRIS COUNTY MUNICIPAL
UTILITY DISTRICT NO 273

Mark Day

President

ATTEST:

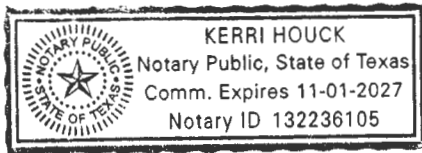
Felecia Lee

Secretary

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me the 8 day of March,
2024, by Mark Day, President and Felecia Lee,
Secretary of Harris County Municipal Utility District No. 273, a political
subdivision of the State of Texas.



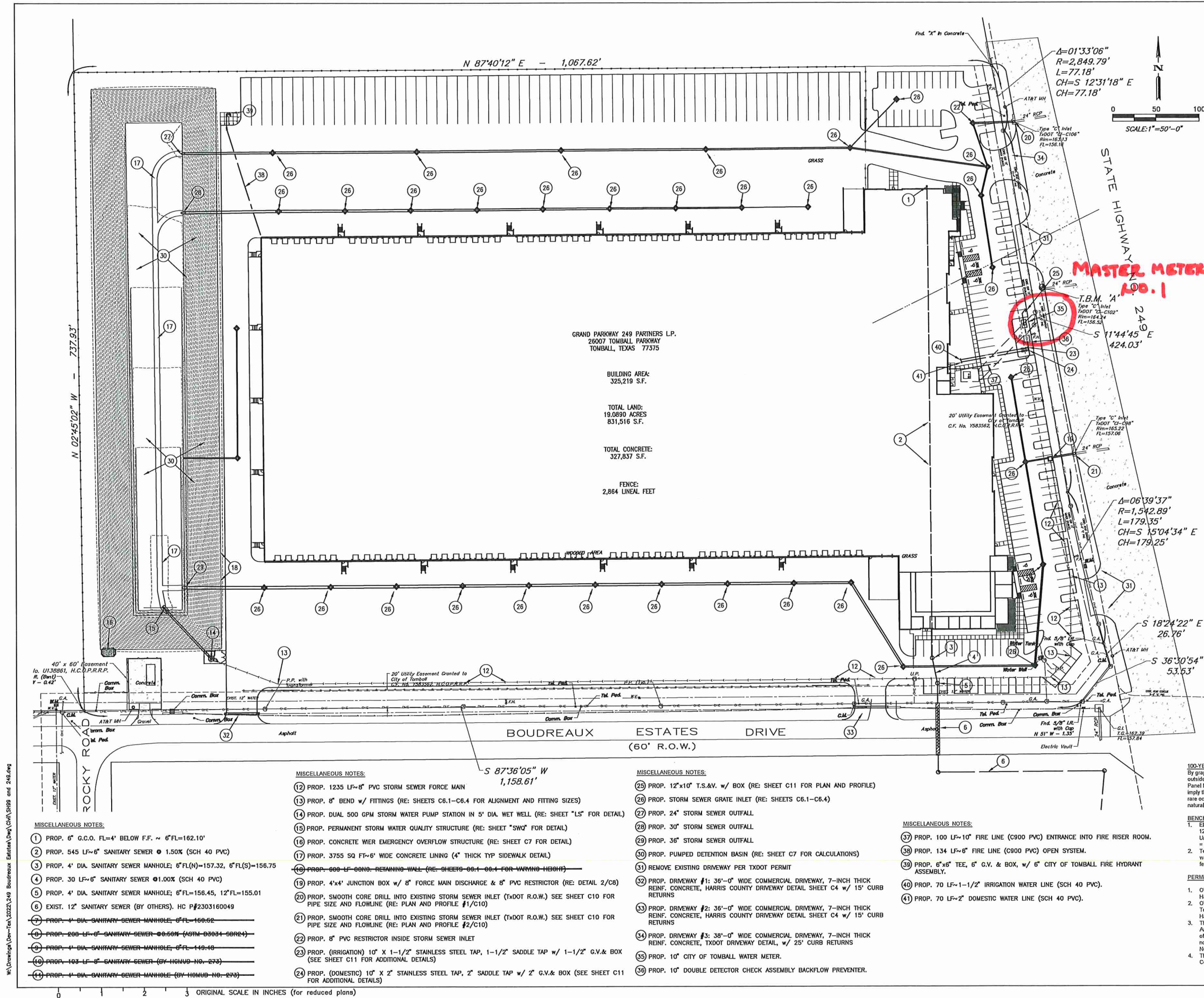
Kerri Houck

Notary Public Signature

Exhibit A

Delivery Points

See attached.



GRAND PARKWAY 249 PARTNERS LP.
26007 TOMBALL PARKWAY
TOMBALL, TEXAS 77375

BUILDING AREA:
325,219 S.F.

TOTAL LAND:
19.0890 ACRES
831,516 S.F.

TOTAL CONCRETE:
327,837 S.F.

FENCE:
2,864 LINEAL FEET

LEGEND:

- EXISTING GRATE INLET
- EXISTING B INLET
- EXISTING C INLET
- EXISTING MANHOLE
- EXISTING SAMPLE WELL
- EXISTING CLEAN OUT
- EXISTING POWER POLE
- EXISTING DOWN GUY
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING BLOWOFF VALVE
- EXISTING STREET SIGN
- EXISTING AREA LIGHT
- EXISTING TELEPHONE ENCLOSURE
- EXISTING TELEPHONE PEDESTAL
- EXISTING TELEPHONE CABLE MARKER
- EXISTING GAS METER
- EXISTING PIPE LINE MARKER
- EXISTING PROPERTY LINE
- EXISTING STORM SEWER LINE
- EXISTING SANITARY SEWER LINE
- EXISTING WATER LINE
- EXISTING OVERHEAD ELECTRIC LINE
- EXISTING ENTEX GAS LINE
- EXISTING SWBT TELEPHONE LINE
- EXISTING EASEMENT LINE
- PROPOSED STORM SEWER LINE
- PROPOSED SANITARY SEWER LINE
- PROPOSED WATER LINE
- PROPOSED FLUSING VALVE
- PROPOSED GATE VALVE
- PROPOSED SANITARY MANHOLE
- PROPOSED STORM MANHOLE
- PROPOSED STORM INLET
- EXISTING SPOT ELEVATION
- EXISTING CONTOUR
- EXISTING CONCRETE PAVEMENT
- EXISTING ASPHALT PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED ASPHALT PAVEMENT
- TC 92.58 PROPOSED TOP OF CURB ELEVATION
- TP 92.58 PROPOSED TOP OF PAVEMENT
- SW 92.58 PROPOSED TOP OF SIDEWALK ELEVATION
- FG 92.58 PROPOSED FINISH GRADE ELEVATION
- FF 92.58 PROPOSED FINISHED FLOOR ELEVATION
- TC 92.58 PROPOSED TOP OF GRATE ELEVATION
- TW 92.58 PROPOSED TOP OF WALL ELEVATION
- ➔ DIRECTIONAL SHEET FLOW ARROW
- ➔ OFFSITE SHEET FLOW ARROWS

OWNER:
Grand Parkway 249 Partner LP
4778 Stone Addition, Vice President
1330 Dolomite Parkway #472
Houston, Texas 77057

ARCHITECT:
Mill Designs
4778 Stone Addition, Vice President
12730 Cypress Valley Road
Spring, Texas 77448
Phone: (713) 258-0354
www.milldesigns.com

DevTex
Engineering, LP
12218 Devonshire Blvd, Suite J
Houston, Texas 77055
Phone: (281) 853-1197
www.dev-tex.com

ISSUED:

DATE	ACTIVITY

REVISIONS:

DATE	ACTIVITY

TEXAS PROFESSIONAL
ENGINEERING REGISTRATION
NO. #F-7999

RANDY L. RUTHERFORD
9377B
PROFESSIONAL ENGINEER

Dev-Tex Engineering, LP
F-7999
01.02.2024

DRAWN BY: RLR
CHECKED BY: RLR
JOB NO: 2022-672
SCALE: HORIZ: AS SHOWN
VERT: AS SHOWN
DATE PLOTTED: Jan 02, 2024 - 2:02pm

Grand Parkway 249 Partners, LP
26007 Tomball Parkway, Tomball, Texas 77377

OVERALL WATER AND SANITARY
SEWER LAYOUT

DESCRIPTION:

SHEET NO:
C5

- MISCELLANEOUS NOTES:**
- PROP. 6" G.C.O. FL=4' BELOW F.F. ~ 6" FL=162.10'
 - PROP. 545 LF~6" SANITARY SEWER @ 1.50% (SCH 40 PVC)
 - PROP. 4" DIA. SANITARY SEWER MANHOLE; 6" FL(N)=157.32, 6" FL(S)=156.75
 - PROP. 30 LF~6" SANITARY SEWER @ 1.00% (SCH 40 PVC)
 - PROP. 4" DIA. SANITARY SEWER MANHOLE; 6" FL=156.45, 12" FL=155.01
 - EXIST. 12" SANITARY SEWER (BY OTHERS), HC P#2303160049
 - PROP. 4" DIA. SANITARY SEWER MANHOLE; 6" FL=160.62
 - PROP. 200 LF~6" SANITARY SEWER @ 0.50% (SCH 40 PVC)
 - PROP. 4" DIA. SANITARY SEWER MANHOLE; 6" FL=149.18
 - PROP. 103 LF~6" SANITARY SEWER (BY HOBAS NO. 273)
 - PROP. 4" DIA. SANITARY SEWER MANHOLE (BY HOBAS NO. 273)
 - PROP. 1235 LF~8" PVC STORM SEWER FORCE MAIN
 - PROP. 8" BEND w/ FITTINGS (RE: SHEETS C6.1-C6.4 FOR ALIGNMENT AND FITTING SIZES)
 - PROP. DUAL 500 GPM STORM WATER PUMP STATION IN 5' DIA. WET WELL (RE: SHEET "LS" FOR DETAIL)
 - PROP. PERMANENT STORM WATER QUALITY STRUCTURE (RE: SHEET "SWQ" FOR DETAIL)
 - PROP. CONCRETE WIER EMERGENCY OVERFLOW STRUCTURE (RE: SHEET C7 FOR DETAIL)
 - PROP. 3755 SQ FT~6" WIDE CONCRETE LINING (4" THICK TYP SIDEWALK DETAIL)
 - PROP. 800 LF CONG. RETAINING WALL (RE: SHEETS 09.1-09.4 FOR WALLING HEIGHTS)
 - PROP. 4'x4' JUNCTION BOX w/ 8" FORCE MAIN DISCHARGE & 8" PVC RESTRICTOR (RE: DETAIL 2/C8)
 - PROP. SMOOTH CORE DRILL INTO EXISTING STORM SEWER INLET (TXDOT R.O.W.) SEE SHEET C10 FOR PIPE SIZE AND FLOWLINE (RE: PLAN AND PROFILE #1/C10)
 - PROP. SMOOTH CORE DRILL INTO EXISTING STORM SEWER INLET (TXDOT R.O.W.) SEE SHEET C10 FOR PIPE SIZE AND FLOWLINE (RE: PLAN AND PROFILE #2/C10)
 - PROP. 8" PVC RESTRICTOR INSIDE STORM SEWER INLET
 - PROP. (IRRIGATION) 10" X 1-1/2" STAINLESS STEEL TAP, 1-1/2" SADDLE TAP w/ 1-1/2" G.V.& BOX (SEE SHEET C11 FOR ADDITIONAL DETAILS)
 - PROP. (DOMESTIC) 10" X 2" STAINLESS STEEL TAP, 2" SADDLE TAP w/ 2" G.V.& BOX (SEE SHEET C11 FOR ADDITIONAL DETAILS)

- MISCELLANEOUS NOTES:**
- PROP. 12"x10" T.S.&V. w/ BOX (RE: SHEET C11 FOR PLAN AND PROFILE)
 - PROP. STORM SEWER GRATE INLET (RE: SHEETS C6.1-C6.4)
 - PROP. 24" STORM SEWER OUTFALL
 - PROP. 30" STORM SEWER OUTFALL
 - PROP. 36" STORM SEWER OUTFALL
 - PROP. PUMPED DETENTION BASIN (RE: SHEET C7 FOR CALCULATIONS)
 - REMOVE EXISTING DRIVEWAY PER TXDOT PERMIT
 - PROP. DRIVEWAY #1: 36'-0" WIDE COMMERCIAL DRIVEWAY, 7-INCH THICK REINF. CONCRETE, HARRIS COUNTY DRIVEWAY DETAIL SHEET C4 w/ 15' CURB RETURNS
 - PROP. DRIVEWAY #2: 36'-0" WIDE COMMERCIAL DRIVEWAY, 7-INCH THICK REINF. CONCRETE, HARRIS COUNTY DRIVEWAY DETAIL SHEET C4 w/ 15' CURB RETURNS
 - PROP. DRIVEWAY #3: 38'-0" WIDE COMMERCIAL DRIVEWAY, 7-INCH THICK REINF. CONCRETE, TXDOT DRIVEWAY DETAIL, w/ 25' CURB RETURNS
 - PROP. 10" CITY OF TOMBALL WATER METER.
 - PROP. 10" DOUBLE DETECTOR CHECK ASSEMBLY BACKFLOW PREVENTER.

- MISCELLANEOUS NOTES:**
- PROP. 100 LF~10" FIRE LINE (C900 PVC) ENTRANCE INTO FIRE RISER ROOM.
 - PROP. 134 LF~6" FIRE LINE (C900 PVC) OPEN SYSTEM.
 - PROP. 6"x6" TEE, 6" G.V. & BOX, w/ 6" CITY OF TOMBALL FIRE HYDRANT ASSEMBLY.
 - PROP. 70 LF~1-1/2" IRRIGATION WATER LINE (SCH 40 PVC).
 - PROP. 70 LF~2" DOMESTIC WATER LINE (SCH 40 PVC).

100-YEAR FLOOD PLAIN INFORMATION:
By graphic plotting only, this tract of land lies in Zone X (Unshaded) areas determined to be outside the 0.2% annual chance flood, according to FEMA Federal Insurance Rate Map Panel No. 4802010040M-1B, 2013. This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes.

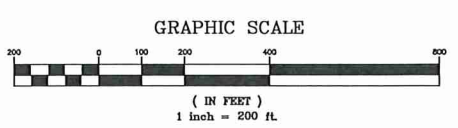
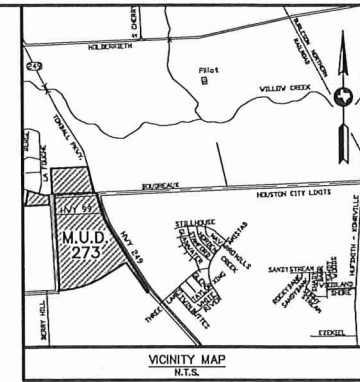
BENCHMARK INFORMATION:
1. Elevations shown herein based on Harris County Floodplain Reference Benchmark No. 120060, being an Aluminum Rod located at the intersection of Willow Creek and Unnamed Tributary to M100-00-00, situated in the Willow Creek Watershed. Elevation = 146.83 feet (NAVD 1988, 2001 ad.)
2. Temporary Benchmark (TBM) - T.B.M. 'A' - Chiseled square on Type 'C' Inlet located on westerly Right-of-Way on State Highway 249, as shown hereon. Elevation = 164.24 feet.

PERMIT NOTES:

- OWNER OR OWNER'S AGENT to obtain all permits required by the "Regulations of Harris County, Texas for Flood Plain Management" prior to starting construction.
- OWNER OR OWNER'S AGENT to obtain all notifications required by Harris County, Texas prior to starting construction of utilities and/or culverts within Harris County and Harris County Flood Control District Rights-of-Way.
- The contractor(s) shall notify Harris County Public Infrastructure Department - Architecture and Engineering Division - Permit Office twenty-four (24) hours in advance of commencing utility and/or paving construction at (713) 274-3931 and written notification forty-eight (48) hours in advance of commencing construction at 10655 Northwest Freeway, Suite 144, Houston, TX 77062.
- This site is being serviced by the City of Tomball for public water service and Harris County MUD No. 273 for sanitary sewer service.

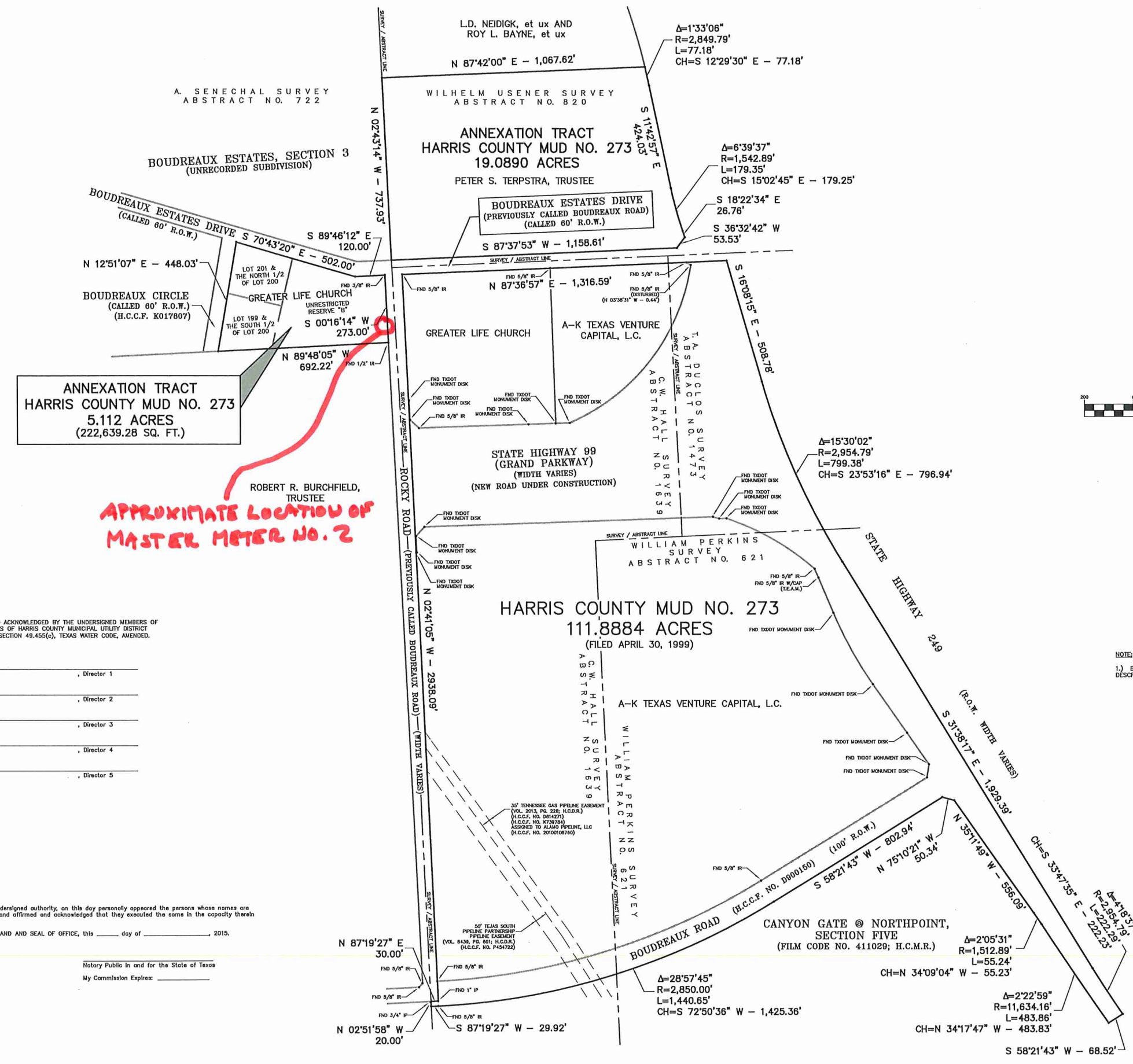
W:\Drawings\Users\Tel\2022\249 Boudreaux Estates\DWG\CHW_S198 and 246.dwg

ORIGINAL SCALE IN INCHES (for reduced plans)



- LEGEND**
- FND - FOUND
 - H.C.C.F. - HARRIS COUNTY CLERK'S FILE
 - H.C.D.R. - HARRIS COUNTY DEED RECORDS
 - H.C.H.R. - HARRIS COUNTY MAP RECORDS
 - IP - IRON PIPE
 - IR - IRON ROD
 - R.O.W. - RIGHT OF WAY
 - SQ.FT. - SQUARE FEET
 - V7 - VITH

NOTE:
 1) BEARINGS SHOWN HEREON ARE BASED ON METES-AND-BOUNDS DESCRIPTIONS FOR EACH INDIVIDUAL TRACT PROVIDED BY CLIENT.



ANNEXATION TRACT HARRIS COUNTY MUD NO. 273
 5.112 ACRES
 (222,639.28 SQ. FT.)

BOUDREAUX ESTATES, SECTION 3
 (UNRECORDED SUBDIVISION)

BOUDREAUX CIRCLE
 (CALLED 80' R.O.W.)
 (H.C.C.F. K017807)

GREATER LIFE CHURCH
 UNRESTRICTED RESERVE "B"

LOT 201 & THE NORTH 1/2 OF LOT 200

LOT 199 & THE SOUTH 1/2 OF LOT 200

ROBERT R. BURCHFIELD, TRUSTEE

APPROXIMATE LOCATION OF MASTER METER NO. 2

EXECUTED, AFFIRMED AND ACKNOWLEDGED BY THE UNDERSIGNED MEMBERS OF THE BOARD OF DIRECTORS OF HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 273, PURSUANT TO SECTION 49.455(c), TEXAS WATER CODE, AMENDED.

- DIRECTORS:**
- _____, Director 1
 - _____, Director 2
 - _____, Director 3
 - _____, Director 4
 - _____, Director 5

STATE OF TEXAS
 COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared the persons whose names are subscribed to the right, and affirmed and acknowledged that they executed the same in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2015.

Notary Public in and for the State of Texas
 My Commission Expires: _____

EXHIBIT
 OF
 HARRIS COUNTY MUD NO. 273 AND TWO ANNEXATION TRACTS
 BEING A 19.0890 ACRE TRACT OF LAND
 IN THE WILHELM USENER SURVEY, ABSTRACT NO. 820,
 AND A 5.112 ACRE TRACT OF LAND
 IN THE A. SENECHAL SURVEY, ABSTRACT NO. 722,
 HARRIS COUNTY, TEXAS

TEXAS ENGINEERING AND MAPPING CO.
 12810 CENTURY DRIVE
 STAFFORD, TEXAS 77477
 FIRM REGISTRATION NO. 10119000
 PHONE: 801.491.8885 FAX: 801.491.8535

Exhibit B

Wholesale Service Area

See attached.

Exhibit C

Service Connection Addresses

See attached.

