

# Retail Sale Profile

# Sale No. 1

## Location & Property Identification

Property Name:	R/C - Katy Green
Sub-Property Type:	Shopping Center, Strip/Convenience Center
Address:	19111 Katy Fwy
City/State/Zip:	Houston, TX 77094
County:	Harris
Submarket:	West/Katy Fwy
Market Orientation:	Suburban
Property Location:	SWC of Katy Fwy and Baker Rd
IRR Event ID:	3072035



## Sale Information

Sale Price:	\$8,025,000
Effective Sale Price:	\$8,025,000
Sale Date:	11/14/2023
Sale Status:	Closed
\$/SF GBA:	\$528.80
\$/SF NRA:	\$528.80
Grantor/Seller:	ADLA Properties LLC
Grantee/Buyer:	Thomas Wertheim Trust
Assets Sold:	Real estate only
Property Rights:	Leased Fee
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Conditions of Sale:	Arm's-length
Document Type:	Warranty Deed
Recording No.:	RP-2023-432960
Verified By:	Kyle White
Verification Date:	11/20/2023
Verification Type:	Confirmed-Confidential

## Operating Data and Key Indicators

Net Operating Income:	\$ 541,688
Cap Rate - Derived:	6.75%

## Occupancy

Occupancy at Time of Sale: 100.00%

## Improvement and Site Data

Legal/Tax/Parcel ID:	132-944-003-0001 Res A, Blk 1, Katy Green R/P 1, Part of R/P 1
GBA-SF:	15,176
GLA-SF:	15,176
Acres(Usable/Gross):	1.77/1.77
Land-SF(Usable/Gross):	77,232/77,232
Usable/Gross Ratio:	1.00
Year Built:	2017
No. of Buildings/Stories:	1/1
Total Parking Spaces:	38
Park. Ratio 1000 SF GLA:	2.50
Park. Ratio 1000 SF GBA:	2.50
Shape:	Rectangular
Corner Lot:	Yes
Bldg. to Land Ratio FAR:	0.20
Flood Plain:	No
Flood Zone:	Not Within
Flood Zone Designation:	X
Comm. Panel No.:	48201C0615M
Date:	11/15/2019
Source of Land Info.:	Public Records

R/C - Katy Green



### Comments

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This comparable represents a sale of a 15,176 SF multi-tenant retail center. The property was 100% leased at the time of sale with an NOI of \$541,688, which equates to a cap rate of 6.75%.

# Retail Sale Profile

# Sale No. 2

## Location & Property Identification

Property Name:	Citadel Retail Center
Sub-Property Type:	Shopping Center, Strip/Convenience Center
Address:	137 Citadel Way
City/State/Zip:	Sugar Land, TX 77479
County:	Fort Bend
Submarket:	Southwest
Market Orientation:	Suburban
Property Location:	S. line Citadel Way, S. Hwy. 90A
IRR Event ID:	3065805



## Sale Information

Sale Price:	\$3,530,883
Effective Sale Price:	\$3,530,883
Sale Date:	10/10/2023
Sale Status:	Closed
\$/SF GBA:	\$543.21
\$/SF NRA:	\$543.21
Grantor/Seller:	Amin Dhanani
Grantee/Buyer:	Mejor Compra, LLC
Assets Sold:	Real estate only
Property Rights:	Leased Fee
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Conditions of Sale:	Arm's-length
Document Type:	Warranty Deed
Recording No.:	2023-098901
Verified By:	Jack Sarfati, MAI
Verification Date:	10/31/2023
Confirmation Source:	Listing broker
Verification Type:	Confirmed-Seller Broker

## Operating Data and Key Indicators

Operating Data Type:	In Place
Net Operating Income:	\$ 211,850
Cap Rate - Derived:	6.00%

## Sale Analysis

Current Use at T.O.S.:	Strip shopping center
Proposed Use Change:	No

## Occupancy

Occupancy Type Before Sale:	Multi-Tenant
Occupancy Type After Sale:	Multi-Tenant
Occupancy at Time of Sale:	100.00%
Number of Tenants at T.O.S.:	2
Lease Type:	Triple Net
Remaining Lease Term (Yrs):	10.00

## Improvement and Site Data

MSA:	Houston-The Woodlands-Sugar Land, TX
Legal/Tax/Parcel ID:	R469567 Reserves M & L-1, Sec. 4, Crossing At Telfair
GBA-SF:	6,500
GLA-SF:	6,500
Acres(Usable/Gross):	1.48/1.48
Land-SF(Usable/Gross):	64,425/64,425
Usable/Gross Ratio:	1.00
Year Built:	2022
Property Class:	B
M&S Class:	C

Citadel Retail Center



## Improvement and Site Data (Cont'd)

Construction Quality:	Average
Improvements Cond.:	New
Exterior Walls:	Brick
No. of Buildings/Stories:	1/1
Multi-Tenant/Condo.:	Yes/No
Total Parking Spaces:	50
Park. Ratio 1000 SF GLA:	7.69
Park. Ratio 1000 SF GBA:	7.69
No. Of Elevators:	None
Air-Conditioning Type:	Central
Shape:	Rectangular
Corner Lot:	No
Frontage Feet:	215
Frontage Desc.:	Citadel Way
Frontage Type:	2 way, 2 lanes each way
Traffic Control at Entry:	None
Traffic Flow:	Moderate
AccessibilityRating:	Average
Visibility Rating:	Average
Bldg. to Land Ratio FAR:	0.10
Zoning Code:	PD
Zoning Desc.:	Planned Development
Flood Plain:	No
Flood Zone:	Reduced Flood Risk due to Levee
Flood Zone Designation:	X
Comm. Panel No.:	48157C0260L
Date:	04/02/2014
Utilities:	Electricity, Water Public, Sewer
Utilities Desc.:	All public
Source of Land Info.:	Public Records

## Comments

The property was 100% leased to Popeyes (2,300 SF) and Paragon Health (4,300 SF) at the time of sale. Popeyes leased their space for a 20-year term with (4) 5-year renewal options. Paragon Health leased their space for a 5-year term with (1) 5-year renewal option.

# Retail Sale Profile

# Sale No. 3

## Location & Property Identification

Property Name: Woodson's Reserve  
Sub-Property Type: Shopping Center, Neighborhood Center  
Address: 3917 Woodsons Reserve Pky.  
City/State/Zip: Unincorporated, TX 77386  
County: Montgomery  
Submarket: North Woodlands  
Market Orientation: Small Town - Non Metro



IRR Event ID: 3182081

## Sale Information

Sale Price: \$5,250,000  
Effective Sale Price: \$5,250,000  
Sale Date: 09/26/2023  
Sale Status: Closed  
\$/SF GBA: \$531.65  
\$/SF NRA: \$531.65  
Grantor/Seller: DM Twolabs Woodson, LLC  
Grantee/Buyer: TSN Properties, LLC  
Assets Sold: Real estate only  
Property Rights: Leased Fee  
% of Interest Conveyed: 100.00  
Financing: Cash to seller  
Conditions of Sale: Arm's-length  
Document Type: Deed  
Recording No.: 2023092319  
Verified By: Cody Walker  
Verification Date: 12/13/2023  
Confirmation Source: Jake Dutson (281) 843-4912  
Verification Type: Confirmed-Seller Broker

## Operating Data and Key Indicators

Operating Data Type: In Place  
Net Operating Income: \$ 315,000  
Cap Rate - Derived: 6.00%

## Occupancy

Occupancy Type Before Sale: Multi-Tenant  
Occupancy Type After Sale: Multi-Tenant  
Occupancy at Time of Sale: 100.00%

## Improvement and Site Data

Legal/Tax/Parcel ID: R544809  
GBA-SF: 9,875  
GLA-SF: 9,875  
Acres(Usable/Gross): 2.32/2.32  
Land-SF(Usable/Gross): 101,233/101,233  
Usable/Gross Ratio: 1.00  
Year Built: 2022  
Property Class: B  
M&S Class: C  
Construction Quality: Average  
Improvements Cond.: Average  
Exterior Walls: Stucco  
No. of Buildings/Stories: 2/1  
Multi-Tenant/Condo.: Yes/No  
Total Parking Spaces: 150  
Park. Ratio 1000 SF GLA: 15.19  
No. Surface Spaces: 150  
Park. Ratio 1000 SF GBA: 15.19  
No. Of Elevators: None  
Fire Sprinkler Type: Yes

Woodson's Reserve



### Improvement and Site Data (Cont'd)

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Air-Conditioning Type:	Roof Central Mounted
Shape:	Irregular
Topography:	Level
Corner Lot:	No
Frontage Type:	2 way, 2 lanes each way
Traffic Control at Entry:	None
Traffic Flow:	Moderate
AccessibilityRating:	Average
Visibility Rating:	Average
Bldg. to Land Ratio FAR:	0.10
Zoning Code:	None
Zoning Desc.:	None
Flood Plain:	No
Flood Zone Designation:	X
Comm. Panel No.:	48339C0725G
Date:	08/18/2014
Utilities:	Electricity, Water Public, Sewer
Source of Land Info.:	Public Records

### Comments

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This comparable represents a sale of a 9,875 SF multi-tenant retail center that was 100% leased at date of sale. The NOI was confirmed at \$315,000, which equates to a cap rate of 6.00%.

## Retail Sale Profile

Sale No. 4

### Location & Property Identification

Property Name:	Plazas at Spring Green
Sub-Property Type:	Shopping Center
Address:	10625 Spring Green Boulevard
City/State/Zip:	Katy, TX 77494
County:	Fort Bend
Submarket:	Southwest
Market Orientation:	Suburban
Property Location:	NWC of Spring Green Blvd and Cinco Ranch Blvd
IRR Event ID:	3205952



### Sale Information

Sale Price:	\$3,290,200
Effective Sale Price:	\$3,290,200
Sale Date:	07/18/2023
Sale Status:	Closed
\$/SF GBA:	\$548.37
\$/SF NRA:	\$548.37
Grantor/Seller:	Vista Spring Green II, Ltd.
Grantee/Buyer:	Esperanza Spring Green, LLC
Assets Sold:	Real estate only
Property Rights:	Leased Fee
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Conditions of Sale:	Arm's-length
Document Type:	Warranty Deed
Recording No.:	2023067716
Verified By:	Marcos A. Falcao
Verification Date:	06/15/2023
Confirmation Source:	Viewed Contract
Verification Type:	Confirmed-Buyer

### Operating Data and Key Indicators

Operating Data Type:	IRR Projection
Net Operating Income:	\$ 191,128
Cap Rate - Derived:	5.81%

### Occupancy

Occupancy Type Before Sale:	Multi-Tenant
Occupancy Type After Sale:	Multi-Tenant
Occupancy at Time of Sale:	100.00%

### Improvement and Site Data

Legal/Tax/Parcel ID:	R432857
GBA-SF:	6,000
GLA-SF:	6,000
Acres(Usable/Gross):	0.70/0.70
Land-SF(Usable/Gross):	30,448/30,448
Usable/Gross Ratio:	1.00
Year Built:	2022
M&S Class:	C
Construction Quality:	Good
Improvements Cond.:	Good
Exterior Walls:	Stucco
Construction Desc.:	Tiltwall with stone accents
No. of Buildings/Stories:	1/1
Total Parking Spaces:	29
Park. Ratio 1000 SF GLA:	4.83
Park. Ratio 1000 SF GBA:	4.83
No. Of Elevators:	None
Fire Sprinkler Type:	None
Air-Conditioning Type:	Central
Roof Comm.:	Flat

Plazas at Spring Green



### Improvement and Site Data (Cont'd)

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Shape:	Rectangular
Topography:	Level
Corner Lot:	Yes
Frontage Feet:	120
Frontage Desc.:	Spring Green Boulevard
Frontage Type:	2 way, 2 lanes each way
Traffic Control at Entry:	None
Traffic Flow:	High
Visibility Rating:	Good
Bldg. to Land Ratio FAR:	0.20
Zoning Code:	None
Zoning Desc.:	None
Flood Plain:	No
Flood Zone:	Not Within
Flood Zone Designation:	X
Comm. Panel No.:	48157C0105L
Date:	04/02/2014
Utilities:	Water Public, Sewer
Utilities Desc.:	All available
Source of Land Info.:	Public Records

### Comments

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Prior to going under contract, the subject had been listed for sale publicly on the market at an asking price of \$3,362,000 by Marcus & Millichap. According to the buyer's broker, the subject had been listed for less than a month before going under contract. The buyer is an investor that will continue to operate the center as is.



## Location & Property Identification

Property Name:	R/C - Reading Rd
Sub-Property Type:	Shopping Center
Address:	6726 Reading Rd.
City/State/Zip:	Rosenberg, TX 77471
County:	Fort Bend
Submarket:	Southwest
Market Orientation:	Suburban
IRR Event ID:	2751654



## Sale Information

Sale Price:	\$8,800,896
Effective Sale Price:	\$8,800,896
Sale Date:	01/05/2022
Sale Status:	Closed
\$/SF GBA:	\$540.93
\$/SF NRA:	\$540.93
Grantor/Seller:	Shops at Summer Park, LLC
Grantee/Buyer:	City Park South, LP
Assets Sold:	Real estate only
Property Rights:	Leased Fee
Financing:	Cash to seller
Conditions of Sale:	Arm's-length
Document Type:	Warranty Deed
Recording No.:	2022001939
Verified By:	Marcos A. Falcao
Verification Date:	12/30/2021
Confirmation Source:	Viewed Contract
Verification Type:	Confirmed-Buyer

## Operating Data and Key Indicators

Net Operating Income:	\$ 506,463
Cap Rate - Derived:	5.75%

## Occupancy

Occupancy Type Before Sale:	Multi-Tenant
Occupancy Type After Sale:	Multi-Tenant

Occupancy at Time of Sale:	100.00%
Number of Tenants at T.O.S.:	7

## Improvement and Site Data

Legal/Tax/Parcel ID:	R501132
GBA-SF:	16,270
GLA-SF:	16,270
Acres(Usable/Gross):	1.81/1.81
Land-SF(Usable/Gross):	78,772/78,772
Usable/Gross Ratio:	1.00
Year Built:	2021
M&S Class:	C
Construction Quality:	Good
Improvements Cond.:	Good
Exterior Walls:	Concrete Precast
Construction Desc.:	Tiltwall with stone and stucco facade
No. of Buildings/Stories:	2/1
No. Of Elevators:	None
Fire Sprinkler Type:	None
Air-Conditioning Type:	Central
Roof Comm.:	Flat
Shape:	Rectangular
Topography:	Level
Corner Lot:	Yes
Frontage Feet:	270
Frontage Desc.:	Reading Rd
Frontage Type:	2 way, 2 lanes each way
Traffic Control at Entry:	Traffic light

### Improvement and Site Data (Cont'd)

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Traffic Flow:	High
Visibility Rating:	Good
Bldg. to Land Ratio FAR:	0.21
Zoning Code:	NA
Zoning Desc.:	NA
Flood Plain:	No
Flood Zone Designation:	X
Comm. Panel No.:	48157C0245L
Date:	04/02/2014

Source of Land Info.: Engineering Report

### Comments

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Multi-tenant shopping center that was 100% leased by 7 tenants at time of sale. The in-place NOI equates to a sold cap rate of 5.75%.

## **Lease Comparables - Retail**

## Location & Property Identification

Property Name: Shops at Grand Parkway  
Sub-Property Type: Shopping Center, Strip/Convenience Center  
Address: 6941 Spring Stuebner Road  
City/State/Zip: Spring, TX 77379  
County: Harris  
Submarket: North Woodlands  
Market Orientation: Suburban



IRR Event ID: 3240005

## Space Information

Space Type: Retail  
Full Building Lease: No  
Leased Area: 1,500

## Lease Information

Lease Status: Signed Lease  
Lessee: Nail Salon  
Start/Available Date: 06/01/2024  
Expiration Date: 05/31/2029  
Term of Lease: 60 months  
Lease Measure: \$/SF/Yr  
Face Rental Rate: \$34.00  
Effective Rental Rate: \$34.00  
Escalation Type: Fixed Steps  
Escalation Desc.: Not provided  
Verified by: Stephen Lechtenberg  
Verification Date: 06/01/2024  
Verification Source: Offering memorandum  
Transaction Reliability: Confirmed

## Lease Expense Information

Reimbursement Method: Triple Net

## Improvement and Site Data

MSA: Houston-The Woodlands-Sugar Land, TX  
GBA-SF: 17,600  
GLA-SF: 17,600  
Acres(Usable/Gross): 1.47/1.47  
Land-SF(Usable/Gross): 63,872/63,872  
Usable/Gross Ratio: 1.00  
Year Built: 2023  
Property Class: A  
M&S Class: D  
Construction Quality: Good  
Improvements Cond.: Good  
Exterior Walls: Stone  
No. of Buildings/Stories: 1/1  
Multi-Tenant/Condo.: Yes/No  
Total Parking Spaces: 97  
Park. Ratio 1000 SF GLA: 5.51  
Park. Ratio 1000 SF GBA: 5.51  
Fire Sprinkler Type: Wet  
Air-Conditioning Type: Roof Central Mounted  
Bldg. to Land Ratio FAR: 0.28  
Source of Land Info.: Public Records

## Comments

Multi-tenant strip center built in 2023 and located in Spring, Texas. Tenant signed a 60-month lease starting at \$34.00/SF triple net.

## Location & Property Identification

Property Name:	Harvest Green Retail Center
Sub-Property Type:	Shopping Center, Community Center
Address:	18802 W. Airport Boulevard
City/State/Zip:	Richmond, TX 77407
County:	Fort Bend
Submarket:	Southwest
Market Orientation:	Suburban
IRR Event ID:	3252860



## Space Information

Space Type:	Retail
Suite #:	E-200
Leased Area:	2,123

## Lease Information

Lease Status:	Signed Lease
Lessee:	Russo's New York Pizzeria
Start/Available Date:	06/01/2024
Expiration Date:	05/31/2034
Term of Lease:	120 months
Lease Measure:	\$/SF/Yr
Face Rental Rate:	\$33.00
Effective Rental Rate:	\$33.00
Escalation Type:	Fixed Steps
Escalation Desc.:	5% in Year 6
Renewal Options:	Yes
Desc. of Options:	Two (2), five-year options
Verified by:	Stephen Lechtenberg
Verification Date:	07/09/2024
Verification Source:	Offering memorandum
Transaction Reliability:	Confirmed

## Lease Expense Information

Reimbursement Method:	Triple Net
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## Improvement and Site Data

MSA:	Houston-The Woodlands-Sugar Land, TX
Legal/Tax/Parcel ID:	0096-00-000-0016-907
GBA-SF:	82,605
GLA-SF:	82,605
Acres(Usable/Gross):	8.82/8.82
Land-SF(Usable/Gross):	384,199/384,199
Usable/Gross Ratio:	1.00
Year Built:	2023
Property Class:	A
M&S Class:	C
Construction Quality:	Good
Improvements Cond.:	Good
Exterior Walls:	Brick
No. of Buildings/Stories:	5/1
Multi-Tenant/Condo.:	Yes/No
Total Parking Spaces:	558
Park. Ratio 1000 SF GLA:	6.76
Park. Ratio 1000 SF GBA:	6.76
Fire Sprinkler Type:	Yes
Air-Conditioning Type:	Central
Bldg. to Land Ratio FAR:	0.22
Source of Land Info.:	Public Records

## Comments

Part of a multi-building community shopping center known as Harvest Green built in 2023. Tenant signed a

### Comments (Cont'd)

10-year term at \$33.00/SF triple net with 5% increase in Year 6.

## Location & Property Identification

Property Name:	Fort Bend Town Center RC
Sub-Property Type:	Shopping Center, Strip/Convenience Center
Address:	10407 Highway 6
City/State/Zip:	Missouri City, TX 77459
County:	Fort Bend
Submarket:	Southwest
Market Orientation:	Suburban
Property Location:	N/L Hwy 6, W of Fort Bend Tollway
IRR Event ID:	3220347



## Space Information

Space Type:	Retail
Leased Area:	2,602

## Lease Information

Lease Status:	Signed Lease
Lessee:	MOD Pizza
Start/Available Date:	02/01/2024
Expiration Date:	01/31/2034
Term of Lease:	120 months
Lease Measure:	\$/SF/Yr
Face Rental Rate:	\$36.00
Effective Rental Rate:	\$36.00
Escalation Type:	Fixed Steps
TI Allowance (\$/SF):	\$40.00
TI Type:	Shell Space
Renewal Options:	Yes
Verified by:	David English
Verification Date:	10/03/2023
Verification Source:	Viewed Rent Roll
Transaction Reliability:	IRR Confirmed

## Lease Expense Information

Reimbursement Method:	Triple Net
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## Improvement and Site Data

MSA:	Houston-The Woodlands-Sugar Land, TX
Legal/Tax/Parcel ID:	R526458 Res I, Parkway Plaza Shopping Center
GBA-SF:	7,880
GLA-SF:	7,880
Acres(Usable/Gross):	1.74/1.74
Land-SF(Usable/Gross):	75,851/75,851
Usable/Gross Ratio:	1.00
Year Built:	2024
Exterior Walls:	Concrete Precast
No. of Buildings/Stories:	1/1
Multi-Tenant/Condo.:	Yes/No
Total Parking Spaces:	84
Park. Ratio 1000 SF GLA:	10.66
Park. Ratio 1000 SF GBA:	10.66
Bldg. to Land Ratio FAR:	0.10
Flood Plain:	No
Source of Land Info.:	Public Records

## Comments

Property is a pad site out of the Fort Bend Town Center.  
Property is 100% occupied.

# Retail Lease Profile

# Lease No. 4

## Location & Property Identification

Property Name:	Western Village @ Waterview Town Center
Sub-Property Type:	Shopping Center, Strip/Convenience Center
Address:	19320 W. Bellfort Street
City/State/Zip:	Richmond, TX 77407
County:	Fort Bend
Submarket:	Southwest
Market Orientation:	Suburban
IRR Event ID:	3240014



## Space Information

Space Type:	Retail
Suite #:	E300
Leased Area:	1,156

## Lease Information

Lease Status:	Signed Lease
Lessee:	Cinnaholic
Start/Available Date:	09/27/2023
Expiration Date:	01/31/2034
Term of Lease:	125 months
Lease Measure:	\$/SF/Yr
Face Rental Rate:	\$35.50
Effective Rental Rate:	\$35.50
Escalation Type:	Fixed Steps
Free Rent (Months):	5.00
Renewal Options:	Yes
Desc. of Options:	One (1), five-year option
Verified by:	Stephen Lechtenberg
Verification Date:	06/01/2024
Verification Source:	Offering memorandum
Transaction Reliability:	Confirmed

## Lease Expense Information

Reimbursement Method:	Triple Net
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## Improvement and Site Data

MSA:	Houston-The Woodlands-Sugar Land, TX
GBA-SF:	13,563
GLA-SF:	13,563
Acres(Usable/Gross):	1.69/1.69
Land-SF(Usable/Gross):	73,616/73,616
Usable/Gross Ratio:	1.00
Year Built:	2022
Property Class:	A
M&S Class:	D
Construction Quality:	Good
Improvements Cond.:	Good
Exterior Walls:	Stone
No. of Buildings/Stories:	1/1
Multi-Tenant/Condo.:	Yes/No
Total Parking Spaces:	89
Park. Ratio 1000 SF GLA:	6.56
Park. Ratio 1000 SF GBA:	6.56
Fire Sprinkler Type:	Wet
Air-Conditioning Type:	Roof Central Mounted
Bldg. to Land Ratio FAR:	0.18
Source of Land Info.:	Broker

## Comments

Multi-tenant retail shopping center built in 2022 located in Richmond, TX. Tenant signed a 125-year lease starting at

Western Village @ Waterview Town Center





**Comments (Cont'd)**

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\$35.50/SF triple net.



# Retail Lease Profile

# Lease No. 5

## Location & Property Identification

Property Name:	Western Village @ Waterview Town Center
Sub-Property Type:	Shopping Center, Strip/Convenience Center
Address:	19320 W. Bellfort Street
City/State/Zip:	Richmond, TX 77407
County:	Fort Bend
Submarket:	Southwest
Market Orientation:	Suburban
IRR Event ID:	3240013



## Space Information

Space Type:	Retail
Suite #:	E200
Leased Area:	1,600

## Lease Information

Lease Status:	Signed Lease
Lessee:	Aloha Poke
Start/Available Date:	05/01/2023
Expiration Date:	04/30/2033
Term of Lease:	120 months
Lease Measure:	\$/SF/Yr
Face Rental Rate:	\$34.00
Effective Rental Rate:	\$34.00
Escalation Type:	Fixed Steps
Renewal Options:	Yes
Desc. of Options:	Two (2), five-year options
Verified by:	Stephen Lechtenberg
Verification Date:	06/01/2024
Verification Source:	Offering memorandum
Transaction Reliability:	Confirmed

## Lease Expense Information

Reimbursement Method:	Triple Net
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## Improvement and Site Data

MSA:	Houston-The Woodlands-Sugar Land, TX
GBA-SF:	13,563
GLA-SF:	13,563
Acres(Usable/Gross):	1.69/1.69
Land-SF(Usable/Gross):	73,616/73,616
Usable/Gross Ratio:	1.00
Year Built:	2022
Property Class:	A
M&S Class:	D
Construction Quality:	Good
Improvements Cond.:	Good
Exterior Walls:	Stone
No. of Buildings/Stories:	1/1
Multi-Tenant/Condo.:	Yes/No
Total Parking Spaces:	89
Park. Ratio 1000 SF GLA:	6.56
Park. Ratio 1000 SF GBA:	6.56
Fire Sprinkler Type:	Wet
Air-Conditioning Type:	Roof Central Mounted
Bldg. to Land Ratio FAR:	0.18
Source of Land Info.:	Broker

## Comments

Multi-tenant retail shopping center built in 2022 located in Richmond, TX. Tenant signed a 10-year lease starting at

Western Village @ Waterview Town Center



**Comments (Cont'd)**

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\$34.00/SF triple net.



**Location & Property Identification**

Property Name: R/C - FM 1463  
 Sub-Property Type: Shopping Center  
 Address: 4906 FM 1463  
 City/State/Zip: Katy, TX 77494  
 County: Fort Bend  
 Submarket: Southwest  
 Market Orientation: Suburban  
  
 IRR Event ID: 3000460



**Space Information**

Space Type: Retail  
 Suite #: D500  
 Leased Area: 1,937

**Lease Information**

Lease Status: Signed Lease  
 Lessee: Wool Gang  
 Start/Available Date: 02/01/2023  
 Expiration Date: 04/30/2033  
 Term of Lease: 123 months  
 Lease Measure: \$/SF/Yr  
 Face Rental Rate: \$34.00  
 Effective Rental Rate: \$34.00  
 Escalation Type: Fixed Steps  
 Verification Source: Rent Roll  
 Transaction Reliability: Imported - V

**Lease Expense Information**

Reimbursement Method: Triple Net

**Improvement and Site Data**

MSA: Houston-The Woodlands-Sugar Land, TX  
 Legal/Tax/Parcel ID: Part of R444834  
 GBA-SF: 22,801  
 GLA-SF: 22,801

Acres(Usable/Gross): 2.23/2.23  
 Land-SF(Usable/Gross): 97,205/97,205  
 Usable/Gross Ratio: 1.00  
 Year Built: 2020/2021  
 M&S Class: C  
 Construction Quality: Good  
 Improvements Cond.: Good  
 Exterior Walls: Stucco  
 No. of Buildings/Stories: 2/1  
 No. Of Elevators: None  
 Fire Sprinkler Type: None  
 Air-Conditioning Type: Central  
 Roof Comments: Flat  
 Shape: Rectangular  
 Topography: Level  
 Corner Lot: No  
 Frontage Feet: 290  
 Frontage Desc.: FM 1463  
 Frontage Type: 2 way, 1 lane each way  
 Traffic Control at Entry: None  
 Traffic Flow: High  
 Visibility Rating: Good  
 Bldg. to Land Ratio FAR: 0.23  
 Zoning Code: C  
 Zoning Desc.: Commercial  
 Flood Plain: No  
 Flood Zone Designation: X  
 Comm. Panel No.: 48157C0105L  
 Date: 04/02/2014  
 Source of Land Info.: Engineering Report

**R/C - FM 1463**



### Comments

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Retail shopping center that is shadow anchored by HEB.

## **Lease Comparables – C-Store/Gas Station**

# Retail Lease Profile

# Lease No. 1

## Location & Property Identification

Property Name: 7-Eleven - The Woodlands, TX  
Sub-Property Type: Single User, Gas Station With C-Store  
Address: 10080 Research Forest Drive  
City/State/Zip: The Woodlands, TX 77354  
County: Montgomery  
Submarket: North Woodlands  
Market Orientation: Suburban  
  
IRR Event ID: 3256999



## Space Information

Space Type: Gas Station  
Full Building Lease: Yes  
Leased Area: 4,872

## Lease Information

Lease Status: Signed Lease  
Lessee: 7-Eleven  
Lessee Type: National  
Start/Available Date: 11/01/2023  
Expiration Date: 10/31/2038  
Term of Lease: 180 months  
Lease Measure: \$ Amnt/Yr  
Face Rental Rate: \$406,807.00  
Effective Rental Rate: \$406,807.00  
Escalation Type: Fixed Steps  
Escalation Desc.: 7.50% every 5 years  
Renewal Options: Yes  
Desc. of Options: Four (4), five-year renewals  
Verified by: Stephen Lechtenberg  
Verification Date: 07/21/2024  
Verification Source: Offering memorandum  
Transaction Reliability: IRR Confirmed

## Lease Expense Information

Reimbursement Method: Absolute Net

## Improvement and Site Data

MSA: Houston-The Woodlands-Sugar Land, TX  
GBA-SF: 4,872  
GLA-SF: 4,872  
Acres(Gross): 1.39  
Land-SF(Gross): 60,548  
Year Built: 2023  
Property Class: A  
M&S Class: C  
Construction Quality: Good  
Improvements Cond.: Good  
Exterior Walls: Brick  
No. of Buildings/Stories: 1/1  
Multi-Tenant/Condo.: No/No  
No. of Fuel Dispensers: 7.00  
Car Wash: Yes  
Fuel Dispenser Desc: MPDs  
Air-Conditioning Type: Central  
Shape: Rectangular  
Topography: Level  
Corner Lot: Yes  
Bldg. to Land Ratio FAR: 0.08  
Improve. Info. Source: Public Records  
Source of Land Info.: Broker

## Comments

7-Eleven - The Woodlands, TX



### Comments (Cont'd)

Build-to-suit gas station/c-store that is 100% leased to 7-Eleven on a 15-year term with four (4), five-year options. Lease is absolute net with 7.5% increases every 5 years and corporate guaranteed.



# Retail Lease Profile

# Lease No. 2

## Location & Property Identification

Property Name: 7-Eleven - Baytown, TX  
Sub-Property Type: Single User, Gas Station With C-Store  
Address: 5907 Garth Road  
City/State/Zip: Baytown, TX 77521  
County: Harris  
Market Orientation: Suburban  
Property Location: NWC of Garth Road and W. Archer Road  
IRR Event ID: 3256996



## Space Information

Space Type: Gas Station  
Full Building Lease: Yes  
Leased Area: 4,842

## Lease Information

Lease Status: Signed Lease  
Lessee: 7-Eleven  
Lessee Type: National  
Start/Available Date: 10/01/2022  
Expiration Date: 10/01/2037  
Term of Lease: 180 months  
Lease Measure: \$ Amnt/Yr  
Face Rental Rate: \$310,000.00  
Effective Rental Rate: \$310,000.00  
Escalation Type: Fixed Steps  
Escalation Desc.: 7.50% every 5 years  
Renewal Options: Yes  
Desc. of Options: Four (4), five-year renewals  
Verified by: Stephen Lechtenberg  
Verification Date: 07/21/2024  
Verification Source: Offering memorandum  
Transaction Reliability: IRR Confirmed

## Lease Expense Information

Reimbursement Method: Absolute Net

## Improvement and Site Data

MSA: Houston-The Woodlands-Sugar Land, TX  
GBA-SF: 4,842  
GLA-SF: 4,842  
Acres(Gross): 2.50  
Land-SF(Gross): 108,900  
Year Built: 2022  
Property Class: A  
M&S Class: C  
Construction Quality: Good  
Improvements Cond.: Good  
Exterior Walls: Brick  
No. of Buildings/Stories: 1/1  
Multi-Tenant/Condo.: No/No  
No. of Fuel Dispensers: 5.00  
Car Wash: No  
Fuel Dispenser Desc: MPDs  
Total Parking Spaces: 28  
Park. Ratio 1000 SF GLA: 5.78  
Park. Ratio 1000 SF GBA: 5.78  
Air-Conditioning Type: Central  
Shape: Rectangular  
Topography: Level  
Corner Lot: Yes  
Bldg. to Land Ratio FAR: 0.04  
Improve. Info. Source: Public Records  
Source of Land Info.: Public Records

7-Eleven - Baytown, TX



### Comments

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Build-to-suit gas station/c-store that is 100% leased to 7-Eleven on a 15-year term with four (4), five-year options. Lease is absolute net with 7.5% increases every 5 years and corporate guaranteed.

# Retail Lease Profile

# Lease No. 3

## Location & Property Identification

Property Name: 7-Eleven - Houston, TX  
Sub-Property Type: Single User, Gas Station With C-Store  
Address: 1211 E. Crosstimbers Street  
City/State/Zip: Baytown, TX 77022  
County: Harris  
Submarket: North/North Belt  
Market Orientation: Suburban  
Property Location: NWC of E. Crosstimbers Street & Hardy Toll Road  
IRR Event ID: 3256998



## Space Information

Space Type: Gas Station  
Full Building Lease: Yes  
Leased Area: 4,842

## Lease Information

Lease Status: Signed Lease  
Lessee: 7-Eleven  
Lessee Type: National  
Start/Available Date: 09/01/2022  
Expiration Date: 09/01/2037  
Term of Lease: 180 months  
Lease Measure: \$ Amnt/Yr  
Face Rental Rate: \$319,681.00  
Effective Rental Rate: \$319,681.00  
Escalation Type: Fixed Steps  
Escalation Desc.: 7.50% every 5 years  
Renewal Options: Yes  
Desc. of Options: Four (4), five-year renewals  
Verified by: Stephen Lechtenberg  
Verification Date: 07/21/2024  
Verification Source: Offering memorandum  
Transaction Reliability: IRR Confirmed

## Lease Expense Information

Reimbursement Method: Absolute Net

## Improvement and Site Data

MSA: Houston-The Woodlands-Sugar Land, TX  
GBA-SF: 4,842  
GLA-SF: 4,842  
Acres(Gross): 2.99  
Land-SF(Gross): 130,331  
Year Built: 2022  
Property Class: A  
M&S Class: C  
Construction Quality: Good  
Improvements Cond.: Good  
Exterior Walls: Brick  
No. of Buildings/Stories: 1/1  
Multi-Tenant/Condo.: No/No  
No. of Fuel Dispensers: 8.00  
Car Wash: No  
Fuel Dispenser Desc: MPDs  
Total Parking Spaces: 46  
Park. Ratio 1000 SF GLA: 9.50  
Park. Ratio 1000 SF GBA: 9.50  
Air-Conditioning Type: Central  
Shape: Rectangular  
Topography: Level  
Corner Lot: Yes  
Bldg. to Land Ratio FAR: 0.04

7-Eleven - Houston, TX



### Improvement and Site Data (Cont'd)

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Improve. Info. Source:	Public Records
Source of Land Info.:	Public Records

### Comments

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Build-to-suit gas station/c-store that is 100% leased to 7-Eleven on a 15-year term with four (4), five-year options. Lease is absolute net with 7.5% increases every 5 years and corporate guaranteed.

# Retail Lease Profile

# Lease No. 4

## Location & Property Identification

Property Name: 7-Eleven - Katy, TX  
Sub-Property Type: Single User, Gas Station With C-Store  
Address: 23013 Clay Road  
City/State/Zip: Katy, TX 77493  
County: Harris  
Submarket: West/Katy Fwy  
Market Orientation: Suburban  
Property Location: SWC of Clay Road & Peek Road  
  
IRR Event ID: 3256994



## Space Information

Space Type: Gas Station  
Full Building Lease: Yes  
Leased Area: 4,842

## Lease Information

Lease Status: Signed Lease  
Lessee: 7-Eleven  
Lessee Type: National  
Start/Available Date: 04/01/2021  
Expiration Date: 03/31/2036  
Term of Lease: 180 months  
Lease Measure: \$ Amnt/Yr  
Face Rental Rate: \$288,888.00  
Effective Rental Rate: \$288,888.00  
Escalation Type: Fixed Steps  
Escalation Desc.: 10% every 5 years  
Renewal Options: Yes  
Desc. of Options: Four (4), five-year renewals  
Verified by: Stephen Lechtenberg  
Verification Date: 07/21/2024  
Verification Source: Offering memorandum  
Transaction Reliability: IRR Confirmed

## Lease Expense Information

Reimbursement Method: Absolute Net

## Improvement and Site Data

MSA: Houston-The Woodlands-Sugar Land, TX  
Legal/Tax/Parcel ID: 1402470010001  
GBA-SF: 4,842  
GLA-SF: 4,842  
Acres(Gross): 1.32  
Land-SF(Gross): 57,499  
Year Built: 2021  
Property Class: A  
M&S Class: C  
Construction Quality: Good  
Improvements Cond.: Good  
Exterior Walls: Brick  
No. of Buildings/Stories: 1/1  
Multi-Tenant/Condo.: No/No  
No. of Fuel Dispensers: 8.00  
Car Wash: No  
Fuel Dispenser Desc: MPDs  
Total Parking Spaces: 28  
Park. Ratio 1000 SF GLA: 5.78  
Park. Ratio 1000 SF GBA: 5.78  
Air-Conditioning Type: Central  
Shape: Rectangular  
Topography: Level  
Corner Lot: Yes

7-Eleven - Katy, TX



### Improvement and Site Data (Cont'd)

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Bldg. to Land Ratio FAR:	0.08
Improve. Info. Source:	Public Records
Source of Land Info.:	Public Records

### Comments

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Build-to-suit gas station/c-store that is 100% leased to 7-Eleven on a 15-year term with four (4), five-year options. Lease is absolute net with 10% increases every 5 years and corporate guaranteed.

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**APPENDIX F**  
**DEVELOPMENT AGREEMENT**



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**FRIENDSWOOD CITY CENTER**

**DEVELOPMENT AGREEMENT**

**BETWEEN**

**MADISON DEVELOPMENT CORP., LLC**

**AND**

**THE CITY OF FRIENDSWOOD, TEXAS**

**Dated:** January 22, 2024

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## FRIENDSWOOD CITY CENTER DEVELOPMENT AGREEMENT

This Friendswood City Center Development Agreement (this “**Agreement**”), dated as of *January 22*, 2024 (the “**Effective Date**”), is entered into between Madison Development Corp., LLC, a Texas limited liability company (the “**Developer**”), and the City of Friendswood Texas (the “**City**”), a home-rule city and municipal corporation, acting by and through its duly authorized representative.

### Recitals:

WHEREAS, unless otherwise defined: (1) all references to “sections” shall mean to sections of this Agreement; (2) all references to “exhibits” shall mean exhibits to this Agreement which are incorporated as part of this Agreement for all purposes; and (3) all references to “ordinances” or “resolutions” shall mean ordinances or resolutions adopted by the City Council of the City of Friendswood, Texas (the “City Council”); and

WHEREAS the Developer owns and is developing an approximately 106.5 acre tract of land within the corporate limits of the City (together the “Property”) as a commercial mixed use development in accordance with City Regulations and the Concept Plan attached hereto as Exhibit D, as defined herein; and

WHEREAS, in order to incentivize the development of the Property and encourage and support economic development within the City described by metes and bound on Exhibit A attached hereto and to promote employment, the City desires to facilitate the development of the Property through the financing of certain public infrastructure (the “Public Improvements” as defined herein) and constructing additional public improvements within the Property and the TIRZ Property; and

WHEREAS, in order to finance the Public Improvements, the City Council intends to create a public improvement district that includes the Property (the “PID”) in accordance with Chapter 372 Texas Local Government Code, as amended (the “PID Act”), and to create a tax increment reinvestment zone that includes the Property pursuant to Chapter 311, Texas Tax Code, as amended (the “TIRZ Act”); and

WHEREAS, the City intends to (upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement), adopt the Assessment Ordinance (as defined herein) and adopt Service and Assessment Plans (“SAP”) (as defined herein) which provide for the construction, and financing of the Public Improvements pursuant to a Service and Assessment Plan, payable in whole or in part by and from Assessments levied against property within the PID (whether through a cash reimbursement or through an issuance of PID Bonds); and

WHEREAS the City also intends to pay or reimburse the Developer for additional improvements within the Property and the TIRZ property consisting of certain drainage improvements and other public improvements (the “Drainage Improvements” and “City Improvements” respectively), the payment and reimbursement for the Public Improvements, the City Improvements and the Drainage Improvements shall be solely from (i) the installment payments of Assessments and/or proceeds of the PID Bonds, (ii) TIRZ Revenues and/or (ii) City

drainage bond proceeds, and the City shall never be responsible for the payment of the Public Improvements, Drainage Improvements and City Improvements or the PID Bonds from its general fund or its ad valorem tax collections, past or future or any other source of City revenue or any assets of the City of whatsoever nature; and

WHEREAS, the Parties agree that the Public Improvements, Drainage Improvements and City Improvements are also improvements that qualify as projects under the TIRZ Act; and

WHEREAS, the City recognizes the positive impact that the construction and installation of the Public Improvements, Drainage Improvements and City Improvements will bring to the City and will promote state and local economic development; to stimulate business and commercial activity in the City; for the development and diversification of the economy of the State; development and expansion of commerce in the State, and elimination of employment or underemployment in the State;

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in the Recitals or this Article, and all such terms include the plural as well as the singular.

“Actual Costs” is defined in the Service and Assessment Plan.

“Affiliates” means any other person directly controlling, or directly controlled by or under direct common control with the Developer. As used in this definition, the term “control,” “controlling” or “controlled by” shall mean the possession, directly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of the Developer, or (b) direct or cause the direction of management or policies of the Developer, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of the Developer or any affiliate of such lender.

“Agreement” has the meaning stated in the first paragraph of this Agreement.

“Annual Installments” means with respect to each parcel subject to Assessments, each annual payment of the Assessments, including any applicable interest, as set forth and calculated in the SAP.

“Applicable Law” means any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, or other Governmental Authority. Applicable Laws shall include, but not be limited to, City Regulations.



“Appraisal” means an appraisal of the property to be assessed in the PID by a licensed MAI Appraiser, such Appraisal to include as-complete improvements, including the Public Improvements to be financed in part with PID Bonds (i.e., “as-complete”) and the construction and installation of the Private Improvements, necessary to get a Final Lot Value.

“Assessment Ordinance” means one or more of the City’s ordinances approving a SAP and levying Assessments on the benefitted Property within the PID.

“Assessments” means those certain assessments levied by the City pursuant to the PID Act and on benefitted parcels within the PID for the purpose of paying the costs of the Public Improvements, including interest, all as set forth in or modified by the Service and Assessment Plan.

“Assessed Property” means property within the PID upon which an Assessment is levied, as set for the in a Service and Assessment Plan.

“City” means the City of Friendswood, Texas.

“City Center Account” means that account in Section 4.01(a) into which the City Tax Increment from the TIRZ Property shall be deposited.

“City Improvements” means the City’s fire station within the PID, public water, storm sewer and sanitary improvements, public drainage facilities, traffic signals, public parkland, and public roadways to include the City-owned public road providing additional access to the Brookside Intermediate School, all constructed to City Regulations, as shown on Exhibit K attached hereto. To the extent permitted by the Act, the fire station shall be considered a Public Improvement, payable from assessments and TIRZ Revenues, and the road shall be reimbursable from TIRZ Revenues.

“City Regulations” mean provisions of the City’s Code of Ordinances, ordinances not codified, design standards, uniform and international building and construction codes, and other policies duly adopted by the City, which shall be applied to the Development, including the PUD.

“City Representative” means the City Manager or designee which may include a third party inspector or representative.

“City Tax Increment” means, for any given year beginning with the 2023 tax year, seventy percent (70%) of the ad valorem property taxes levied and collected by the City for that year above the base year, on the captured appraised value of real property taxable by the City and located within the TIRZ for the term of the TIRZ, as set forth in Article IV herein.

“Closing Disbursement Request” means the Closing Disbursement Request described in Section 4.06, the form of which is attached as Exhibit G.

“Commencement of Construction” shall mean that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the applicable improvement, or portion thereof, as the case may be, on the Property; (ii) all necessary permits for the initiation of construction of the improvement, or portion thereof,

as the case may be, on the Property pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) grading of the Property for the construction of the applicable improvement, or portion thereof, as the case may be, has commenced.

“Completion of Construction” shall mean that the City has with respect to applicable Public Improvements, Drainage Improvements and City Improvements accepted the respective Public Improvements, Drainage Improvements and City Improvements and confirmed that Final Completion has been reached with respect to such Public Improvements, Drainage Improvements and City Improvements.

“Concept Plan” means the concept plan attached hereto as Exhibit D and included in the PUD.

“Construction Agreements” mean the contracts for the construction of the Public Improvements, Drainage Improvements and City Improvements.

“Cost Overruns” means those Public Improvement Project Costs that exceed the budget cost set forth in the SAP(s) plus the Developer Cash Contribution.

“Cost Underruns” means Public Improvement Project Costs that are less than the budgeted cost set forth in the SAP(s).

“Deficit” shall have the meaning ascribed thereto in Section 3.03 of this Agreement.

“Developer” means Madison Development Corp., LLC, a Texas limited liability company and its successors and permitted assigns.

“Development” means the Friendswood City Center Development, a mixed use commercial development to be developed and constructed on the Property pursuant to the City Regulations and this Agreement.

“Disclosure Program” means the disclosure program, as set forth in a document in the form of Exhibit H that establishes a mechanism to disclose to each purchaser of property within the PID, the terms and conditions under which their lot is burdened by the PID.

“Drainage Improvements” means those drainage improvements set forth in Exhibit I.

“Drainage Payment Certificate” means a certificate as set forth in Section 3.06, the form of which is attached as Exhibit J.

“Effective Date” means the date set forth in the first paragraph of this Agreement which shall be the earliest date on which (i) the Developer has executed this Agreement and (ii) the Agreement is approved by City Council.

“Estimated Build Out Value” means the estimated value of an assessed property with fully constructed buildings, as provided by the Developer and confirmed by the City by considering such factors as density, lot size, proximity to amenities, view premiums, location, market

conditions, historical sales, builder contracts, discussions with builders, reports from third party consultants, or any other factors that, in the judgment of the City, may impact value.

“Final Completion” means as the point in the construction of the project when the City determines that the project is 100% completed, including punch list work.

“Final Lot Value” means the developed lot values established by an Appraisal.

“Force Majeure” means any act that (i) materially and adversely affects the affected Party’s ability to perform the relevant obligations under this Agreement or delays such affected Party’s ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party’s fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. “Force Majeure” shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; (f) epidemics or pandemics where shut-down of commercial construction or the manufacturing of supplies relating thereto has been ordered by a Governmental Authority; and (g) actions or omissions of a Governmental Authority (including the actions of the City in its capacity as a Governmental Authority) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its obligations under this Agreement or any Applicable Law or failure to comply with City Regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (i) economic hardship; (ii) changes in market condition; (iii) any strike or labor dispute involving the employees of the Developer or any Affiliate of the Developer, other than industry or nationwide strikes or labor disputes; (iv) during construction, weather conditions which could reasonably be anticipated by experienced contractors operating the relevant location; (v) the occurrence of any manpower, material or equipment shortages except as set forth in (f) above; or (vi) any delay, default or failure (financial or otherwise) of the general contractor or any subcontractor, vendor or supplier of the Developer, or any construction contracts for Public Improvements, Drainage Improvements or City Improvements.

“Governmental Authority” means any Federal, state or local governmental entity (including any taxing authority) or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof) and any arbitrator to whom a dispute has been presented under Applicable Law, pursuant to the terms of this Agreement or by agreement of the Parties.

“Indenture(s)” means the applicable indenture of trust pursuant to which PID Bonds are issued.

“Landowner Consent” means a consent executed by the applicable owner(s) of the Property consenting to the formation of the PID and the levy of Assessments, in form attached hereto as Exhibit E.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, sales taxes, charges, excises, license and permit fees, and other charges by public or governmental authority,

which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Developer, or any property or any business owned by Developer within City.

“POA” is defined in Section 10.01.

“POA Maintained Improvements” is defined in Section 10.01.

“POA Maintenance Agreement” is defined in Section 10.01

“Net PID Bond Proceeds” means the proceeds of the PID Bonds issued pursuant to Sections 3.02, net of costs of issuance, capitalized interest, reserve funds and other financing costs, that are deposited to the project fund for such bonds.

“Parties” or “Party” means the City and the Developer as parties to this Agreement.

“Payment Certificate” means a Payment Certificate as set forth in Section 9.03, the form of which is attached as Exhibit F as may be modified by an Indenture.

“Phasing Plan” means the plan for the construction and timing of the Development attached hereto as Exhibit L.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“PID Bond Proceeds” means the proceeds of the PID Bonds, net of costs of issuance, capitalized interest, reserve funds and other financing costs, that are deposited to the Project Fund.

“PID Bonds” means one or more series special assessment revenue bonds issued by the City pursuant to the PID Act for the reimbursement of the Public Improvement Project Costs.

“PID” means the Friendswood City Center Public Improvement District.

“PID Phase ” means a Phase of development within the PID.

“Plans and Specifications” means the plans and specifications for Public Improvements, Drainage Improvements and City Improvements approved by the City, together with any changes thereto approved or required by the City.

“Private Improvements” means these horizontal improvements described in the Plans and Specifications and in the PUD, submitted to the City, other than the Public Improvements, Drainage Improvements and City Improvements, being constructed in each Phase to get to a Final Lot Value.

“Project Cost Cap” means the total amount of reimbursement and/or payment to the Developer for the Public Improvement Project Costs, or the Actual Costs of the Drainage Improvements and City Improvements, from any source, including the proceeds of PID Bonds, TIRZ Revenues, City drainage bond proceeds or Assessment Revenues; such amount shall be equal to the Actual Costs of the Public Improvements, Drainage Improvements and City

Improvements that are to be reimbursed as set forth in this Agreement, the SAP and the TIRZ Project and Finance Plan.

“Project Fund” means the fund by that name created under each Indenture into which PID Bond Proceeds shall be deposited.

“Property” means the approximately 106.5 acre tract within the City to be developed within the Friendswood City Center Public Improvement District, as described in Exhibit A.

“Public Improvements” means public improvements to be developed and constructed or caused to be developed or constructed inside and outside the PID by the Developer to benefit the PID and the Property, which will include improvements described in Exhibit C.

“PUD” means the Planned Unit Development - Friendswood City Center PUD approved by the City on November 6, 2023, as attached here to as Exhibit B. As may be amended pursuant to City Regulations.

“Public Improvement Completion Date” means a date that is no later than twenty-four (24) months after Commencement of Construction for the Public Improvements, Drainage Improvements and City Improvements for each phase. Such date may be extended by one (6) month extension that may be granted by the City Manager upon request of the Developer.

“Public Improvement Project Costs” means the Actual Costs of the Public Improvements and a portion of the Actual Costs of the City Improvements set forth in the Service and Assessment Plan.

“Reimbursement Agreement(s)” means the agreement(s) between the City and the Developer in which Developer agrees to fund the certain costs of Public Improvements and the City agrees to reimburse the Developer for a portion of such costs of the Public Improvements from the proceeds of Assessments pursuant to the SAP(s) or from future PID Bond proceeds, if any.

“Service and Assessment Plan” or “SAP” means the service and assessment plans drafted pursuant to the PID Act for the PID and any amendments or updates thereto, adopted and approved by the City that identifies and allocates the Assessments on benefitted parcels within the PID and sets forth the method of assessment, the parcels assessed, the amount of the Assessments, the Public Improvements and the method of collection of the Assessment.

“Subsequent Owner” means the owner(s) of land within the PID as a result of a transfer made by the Developer pursuant to a purchase and sale contract for land within the PID.

“TIRZ” means the tax increment reinvestment zone created by the City over the TIRZ Property.

“TIRZ Act” means Chapter 311, Texas Tax Code, as amended.

“TIRZ Cap” means the lesser of the lesser of the (i) amount generated by the City Tax Increment over the life of the TIRZ; or (ii) \$100,000,000 in total reimbursement to the Developer (from both the PID and the TIRZ revenues).

“TIRZ Fund” means the fund set up by the City in order to receive the TIRZ Revenues in accordance with this Agreement, the TIRZ Act and the TIRZ Project and Finance Plan.

“TIRZ Project and Finance Plan” means those certain project plan and finance plan for the TIRZ required by the TIRZ Act, as amended that sets for the projects to be undertaken in the TIRZ.

“TIRZ Property” means the approximately 125 acre site over which the TIRZ was created, which includes the Property.

“TIRZ Revenues” means the revenues received from the City Tax Increment collected and deposited to the applicable TIRZ Account.

“Trustee” means the trustee under the Indenture.

“Waiver of Liens” means a complete, final and unconditional waiver of all liens with respect to the Public Improvements, Drainage Improvements and City Improvements.

## ARTICLE II

### THE DEVELOPMENT

Section 2.01. Scope of Agreement. This Agreement establishes provisions for the creation of the PID, the apportionment, levying, and collection of Assessments on the Property within the PID, the creation of the TIRZ and use of TIRZ Revenues, the construction of the Public Improvements, Drainage Improvements and City Improvements, reimbursement, acquisition, ownership and maintenance of the Public Improvements, Drainage Improvements and City Improvements, and the issuance of PID Bonds for the financing of the Public Improvements benefitting the property within the PID.

#### Section 2.02. Project Overview – The Development.

(a) The Developer will undertake or cause the undertaking of the design, development, construction, maintenance, management, use and operation of the Development, and will undertake or cause the undertaking of the design, development and construction of the Public Improvements, Drainage Improvements and City Improvements. The Development will consist of the following elements, in accordance with the PUD:

- (i) A Town Center consisting of:
  - A. Approximately 500 multi-family units;
  - B. Approximately 191,000 square feet of medical/office use;

C. A maximum 150 room hotel and approximately 5,000 square foot conference facility;

D. Approximately 63,800 square feet of restaurant and retail space;

E. Approximately 52 acres of public parks and approximately 5.2 miles of public trails;

F. A maximum of 300 condominium units;

G. A minimum 2,188 space parking garage.

(ii) A City fire station.

(iii) The dedication of land to the City along Clear Creek for a future flood mitigation project, such acreage to be mutually agreed to by the Parties.

(b) Subject to the terms and conditions set forth in this Agreement, the Developer shall plan, design, construct, and complete or cause the planning, designing, construction and completion of the Public Improvements, Drainage Improvements and City Improvements to the City's standards and specifications and subject to the City's approval as provided herein and in accordance with City Regulations, the Concept Plan and Applicable Law.

(c) Upon completion and acceptance by the City, the Public Improvements, Drainage Improvements and City Improvements shall be owned by the City and shall be maintained by the City.

### ARTICLE III

#### PUBLIC IMPROVEMENT DISTRICT

##### Section 3.01. Creation.

The Developer has requested the creation of a PID over the Property, and has submitted a petition to the City that contain a list of the Public Improvements to be financed by the PID and the estimated or actual costs of such Public Improvements in the PID. By resolution, the City accepted such petition by resolution and scheduled a public hearing to consider the creation of the PID in accordance with the PID Act. Developer has entered into professional services payment agreement that obligates Developer to fund the costs of the City's professionals relating to the creation of the PID, the levy of Assessments in the PID and any PID Bond financing costs, which amount shall be considered a cost payable from PID Bond Proceeds.

##### Section 3.02. Issuance of PID Bonds.

(a) Subject to the terms and conditions set forth in this Article III, the City intends to authorize the issuance of PID Bonds in one or more series up to an aggregate principal amount of \$100,000,000 to pay for or reimburse the Public Improvements Project Costs. The Public Improvements to be constructed or acquired and paid or reimbursed in connection with the PID

Bonds are detailed in Exhibit C, which may be amended from time to time, and shall be as set forth in the Service and Assessment Plan for the PID or any updates thereto. The net proceeds from the sale of each series of PID Bonds, including but not limited to, net of costs and expenses of issuance of each series of PID Bonds and amounts for debt service reserves and capitalized interest, will be used to pay or reimburse the Public Improvement Project Costs. Notwithstanding anything in this Agreement, the issuance of PID Bonds and the levy of Assessments are discretionary governmental actions by the City Council and subject to the City's approval and the issuance of PID Bonds is also subject to market conditions at the time of issuance. The issuance of PID Bonds and the levy of Assessments is an action to be taken by a future City Council and such future City Council shall not be bound by the terms of this Agreement with respect to the issuance of PID Bonds and the levy of Assessments.

(b) Each series of PID Bonds shall be issued with the terms deemed appropriate by the City Council at the time of issuance, if at all.

(c) The following conditions must be satisfied prior to the City's consideration of the sale of PID Bonds:

(i) The Developer shall have requested, in writing, the issuance of PID Bonds;

(ii) The Developer shall have submitted to the City all requested and required information necessary to evaluate a PID Bond issuance for each Phase and to accomplish the levy of Assessments and the issuance of PID Bonds, which information shall include:

A. For the Property, total acreage of commercial property, open space, multi-family property, non-developable property (by Phase if applicable) for which Assessments are to be levied;

B. Engineers' opinion of probable costs (dated within the last 3 months prior to submission) for all improvements within the Phase for which Assessments are to be levied;

C. Break out of total offsite costs to serve the Phase for which Assessments are to be levied;

D. Break out of total oversizing costs of improvements within the Phase for which Assessments are to be levied;

E. Breakout of phased costs for all phases versus major improvement cost within the applicable PID;

F. Assumptions for number of lots

1. Total number of lots by type;

2. Total estimated value per lot;

3. Total estimated value of lots by use;



4. The values provided in 1-3 above based on phasing plan/absorption schedule

G. Map of Property and TIRZ Property

H. Proposed Concept Plan

1. With construction phasing identified by map and cost

2. Location of any open space maintained by POA

3. Total acreage of open space maintained by POA

4. Map/locations of improvements to be financed by the applicable PID

5. Onsite improvements by Phase

6. Offsite improvements by Phase

I. Final private costs (not including the public improvement costs) to reach completed lots (i.e., final lot benching, stabilization, etc.)

(iii) The maximum aggregate par amount of the PID Bonds to be issued by the City shall not exceed \$100,000,000.

(iv) The Assessments shall have been levied at the amount requested by the Developer up to a maximum "tax rate" for each Phase including the projected annual assessment, that shall not (i) exceed \$3.05 per \$100 of assessed value at the time of the levy of the Assessment on each PID Phase based on the Estimated Build Out Value of each parcel such rate limit for each PID Phase as determined at the time of the levy of the Assessments applies on an individual assessed parcel basis by Lot Type based on Estimated Build Out Value; (ii) exceed the City Tax Increment for each year available for application against the Annual Installment as set forth in the SAP, or (iii) exceed the value to lien ratios as set forth below. The Parties acknowledge and agree that the \$3.05 maximum "tax rate" set forth above assumes no changes in the taxing rates of other taxing jurisdictions within the applicable PID and that should other taxing jurisdictions adjust their tax rates, the \$3.05 maximum "tax rate" will not be reached.

(v) the total assessment value to lien ratio is at least 2:1 at the time of the levy of assessments for phase specific improvements and a total assessment value to lien ratio is at least 2:1 at the time of the levy of assessments for major improvements, and the total assessment value to lien ratio of each series of PID Bonds for each PID Phase is at least 2:1 at the time of the issuance of PID Bonds for phase specific improvements in each PID Phase and 2:1 at the time of the issuance of PID Bonds for major improvements; such values shall be confirmed by appraisal from licensed MAI appraiser. The City may agree to a lower value to lien ratio.

(vi) The Developer or its Affiliates, or any Subsequent Owner, shall own all property within the PID (or in each PID Phase, if applicable) prior to the levy of Assessments for such PID Phase, or have otherwise complied with Section 3.05 herein. The City shall not levy Assessments without a consent to the creation of the PID and the levy of Assessments from each property owner within the area to be assessed by the City.

(vii) No Event of Default by the Developer has occurred or no event has occurred which but for notice, the lapse of time or both, would constitute an Event of Default by the Developer pursuant to this Agreement, except that if an Event of Default has occurred and has been cured by the Developer, it shall not prevent the issuance of PID Bonds by the City;

(viii) The PID Bonds must be marketable by a reputable underwriter to a reputable purchaser at a reasonable rate of interest as determined by the City's financial advisor.

(ix) PID bonds may not be issued through a third-party conduit and all PID bond issues must be approved by the Texas Attorney General;

(x) The Developer shall have agreed to any continuing disclosure requirements required by the Underwriter or by the purchasers of the PID Bonds and shall be current in all past continuing disclosure obligations.

(d) In no event shall the Developer be paid and/or reimbursed from PID Bond Proceeds or Assessment revenues for all Public Improvement Project Costs in an amount in excess of the Project Cost Cap.

#### Section 3.03. Developer Cash Contribution.

(a) At closing on any series of PID Bonds intended to fund construction of Public Improvements, if the PID Bond Proceeds are not sufficient to pay the Public Improvement Project Costs for the Phase to which such PID Bond Proceeds relate, the Developer shall be required to provide the following to fund the difference between the Public Improvement Costs for each PID Phase and the amount of PID Bond Proceeds available for such PID Phase and minus any approved Developer expenditures of Public Improvement Project Costs for such PID Phase as confirmed and approved by the City or its PID administrator (the "Deficit") as illustrated below:

Total Amount of Public Improvement Project Costs of the PID Phase being finance by Bond Proceeds
- PID Bond Proceeds deposited to Project Fund
- <u>Verified and approved Developer expenditures of Public Improvement Project Costs for the PID Phase</u>
= Total amount of Deficit

(b) The determination of the amount of the Deficit shall be estimated prior to pricing of each series of PID Bonds and shall be finalized within five (5) days of pricing of each series of PID Bonds.

(c) To fund the Deficit, the Developer must provide one or more of the following:

(i) A deposit of cash in the amount of Deficit to a designated account under the applicable Indenture from which funds may be drawn to pay the Public Improvement Project Costs for such Phase. Any required cash deposit shall be provided at closing of the applicable series of PID Bonds.

(ii) satisfactory evidence to the City that Developer has sufficient available funds to finance as the Deficit for the Public Improvement Project Costs not to be financed by applicable series of PID Bond Proceeds. Such satisfactory evidence may consist of:

A. A closed loan with a local bank or financial institution, acceptable to the City and its financial advisor. A representative for the City shall have access to such loan documentation for review.

B. A letter of credit with a financial institution in favor of the City to allow for withdrawal by the City without condition, in a form acceptable to the City and its financial advisor. A representative for the City shall have access to such letter of credit documentation for review.

(d) No PID Bond Proceeds shall be released to the Developer until evidence of funding of the Deficit has been provided.

Section 3.04. Apportionment and Levy of Assessments.

(a) In order to be reimbursed from Assessments or from PID Bond Proceeds, a Reimbursement Agreement must be entered into prior to the acceptance of the Public Improvements. The City's apportionment and levy of Assessments shall be made in accordance with the PID Act. The City shall remit the draft Service and Assessment Plan or any amendment thereto to the Developer for review at least two (2) weeks prior to its consideration by City Council.

(b) Concurrently with the levy of the Assessments on each PID Phase, the Developer and its Affiliates shall execute and deliver a Landowner Consent in the form attached as Exhibit E for all land owned or controlled by Developer or its Affiliates, or otherwise evidence consent to the creation of the PID and the levy of Assessments therein and shall record evidence and notice of the Assessments in the real property records of Harris County. The City shall not levy Assessments on property within the PID without an executed Landowner Consent from each landowner within the PID whose property is being assessed.

Section 3.05. Transfer of Property. Other than the sale of the Property to the Developer, notwithstanding anything to the contrary contained herein, no sale of property within the PID (or in a PID Phase, if applicable) in which Assessments are to be levied, shall occur prior to the City's levy of Assessments in the PID (or PID Phase) unless the Developer provides the City with an executed consent to the creation of the PID and the levy of Assessments, in a form acceptable to the City with respect to the purchased property. In addition, evidence of any transfer of property in the PID prior to the levy of Assessments on such property shall be provided to the City prior to the levy of Assessments on such property. The City shall require consent of each subsequent owner of Assessed Property in the PID to the levy of Assessments on each property and to the

creation of the PID prior to Assessments being levied on such owner's property. The Developer understands and acknowledges that evidence of land transfer, the execution of the Landowner Consent, appraisal district certificate and property record recording will be required from each owner of Assessed Property in order to levy the Assessments and shall require the consent of the purchased property owner in any land sale contract. The Developer shall provide all necessary documentation to the City with respect to any land transfers.

Section 3.06. City Participation in Drainage Improvements.

(a) The City has available bond funds for the construction or reimbursement of the Drainage Improvements as set forth in Exhibit I up to a maximum amount of \$5,000,000, which amounts will not be paid or reimbursed from the PID or the TIRZ unless approved by the City. The Parties acknowledge that any costs spent for the Drainage Improvement prior to the execution of this Agreement shall be eligible for reimbursement by the City provided that such expenditures comply with City Regulations and the PUD. The City intends to contribute such funds during construction of the drainage improvement within the PID. The design and construction of the Drainage Improvements shall be pursuant to City Regulations and approved by the City, as shall any bid for such Drainage Improvements, if required by applicable law. The timing and manner of such contribution shall be as set forth below as may be modified by the City.

(b) The City shall authorize reimbursement of the Drainage Improvements existing drainage bond proceeds. The Developer shall submit a Drainage Payment Certificate to the City for reimbursement for the costs of the Drainage Improvements, which request shall include invoices, contracts, Waivers of Liens or any other information requested by the City that is customary for the City to review prior to payment of any public improvement cost. Prior to any payment or reimbursement, all Plans and Specification associated with the Drainage Improvement have been approved by the City. The City shall review the sufficiency of each Drainage Payment Certificate with respect to compliance with this Agreement, compliance with the City Regulations, the Concept Plan and Applicable Law, within thirty (30) business days of receipt from the Developer. After review, the City shall send notice to the Developer of what is approved in each Drainage Payment Certificate and what is denied and will notify Developer of additional documentation needed. Approved costs in a Drainage Payment Certificate shall be forwarded for payment in a timely manner and the City will work with the Developer to resolve amounts not approved in each request.

Section 3.07. City Improvements. The Developer shall design, construct and install the City Improvements as set forth in Exhibit K attached hereto and the City shall reimburse the Developer for the Actual Costs of the City Improvements from Assessment Revenues, PID Bond Proceeds or TIRZ Revenues, as available, up to the amounts set forth for the City improvements in the Service and Assessment Plan or TIRZ Project and Finance Plan, as applicable.

Section 3.08. Fire Station Condo Regime. The City must approve the condominium regime and condominium documents relating to the subdivision of the fire station parcel before filing in the real property records of the County, and the City will not accept ownership or

dedication of the fire station or reimburse or pay for costs of the City fire station from TIRZ Revenues until such condominium regime is filed in the real property records of the County.

ARTICLE IV  
TIRZ

Section 4.01. Tax Increment Reinvestment Zone.

(a) The City has created a tax increment reinvestment zone pursuant to and in accordance with the TIRZ Act. The Property within the boundaries of the TIRZ Property. The City shall create an account within the TIRZ Fund into which the City Tax Increment from the TIRZ Property within the PID shall be deposited (the “City Center Account”) up to the TIRZ Cap.

Section 4.02. Flow of Funds in District TIRZ Account. The City Tax Increment collected within the TIRZ up to the TIRZ Cap, shall be deposited as follows:

(i) First, to subsidize Assessments in each year for the PID (or each PID Phase, if applicable) in order to lower the Annual Installments of the Assessments the PID (or PID Phase) to a level that produces an overall tax equivalent tax rate equal to the rate set forth in the Service and Assessment Plan for each parcel within the PID (or PID Phase) as defined in the Service and Assessment Plan; and

(ii) Second, to pay the City administrative costs relating to the TIRZ, including any reasonable third-party administrative costs, including the payment of any Assessments levied on City owned property;

(iii) Third, to reimburse the Developer for the City Improvements not otherwise paid from Assessments or PID Bond Proceeds;

(iv) Fourth, the City for any lawful purpose.

Section 4.03. Duration of TIRZ Revenue.

(a) Deposits of the City Tax Increment shall continue into the City Center Account until (i) the final maturity of all outstanding PID Bonds, (ii) the TIRZ Cap has been reached, or (iii) the expiration of the term of the TIRZ.

Section 4.04. Refunding of PID Bonds.

(a) Upon the refunding of any series of PID Bonds, any reduction in the assessments for such PID Bonds shall mean a dollar-for-dollar reduction in any TIRZ credit allocated to such PID Bonds.

Section 4.05. TIRZ Fund.

In accordance with the TIRZ Project and Finance Plan, the City Tax Increment shall be deposited to the applicable account of the TIRZ Fund annually, after adoption of the ordinance creating the TIRZ.

ARTICLE V

DEVELOPMENT

Section 5.01. Full Compliance with City Standards.

Development and use of the Property by Developer and its Affiliates, and any Subsequent Owner, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with the then current applicable City Regulations and with the Concept Plan.

Section 5.02. Planned Development. As consideration for the City's obligations under this Agreement and in consideration for the reimbursement of the Public Improvement Project Costs, the City Improvements costs, and the Drainage Improvement costs, the Developer agrees that its development and use of the Property or the development and use of the Property by Subsequent Owners, including, without limitation, the construction, installation, maintenance, repair and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with the City Regulations and the Concept Plan Any changes to the Concept Plan attached hereto must be approved by the City; provided, however, that any changes to the Concept Plan approved by the City through its regulatory functions shall be deemed to have amended the Concept Plan attached hereto.

Section 5.03. Property Acquisition. With the exception of the acquisition of easement rights as set forth in Article VI hereof, the Parties acknowledge that the Developer is responsible for the acquisition of certain off-site property rights and interests to allow the Public Improvements to be constructed to serve the Property. If any portion of the Property is transferred to a Subsequent Owner, such Subsequent Owner shall be required by the Developer to allow Developer to construct the Public Improvements to serve the Property. The City agrees to allow Developer (or a Subsequent Owner, if approved by the City) the use of any City easements, rights of way or owned property as is reasonably necessary for the construction and installation of the Public Improvements. If the Developer is unable to obtain such third-party rights-of-way, consents, or easements, within 90 days of commencing efforts to obtain the needed rights-of-way, consents, or easements, the City agrees to consider the acquisition of such property (subject to City Council authorization after a finding of public necessity), at Developer's cost, through the use of the City's power of eminent domain. Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees actually incurred by the City in the exercise of its eminent domain powers, such costs to be paid by the Developer pursuant to the Professional Services Agreement prior to any taking of land by the City.

Section 5.04. Conflicts. In the event of any conflict between this Agreement and any City Regulations, this Agreement shall control.

## ARTICLE VI

### DEVELOPMENT CHARGES

Section 6.01. Fees. Development of the Property and the TIRZ Property shall be subject to payment to the City of fees charged pursuant to the City Regulations.

## ARTICLE VII

### DEVELOPMENT SPECIFIC REQUIREMENTS

Section 7.01. Compliance with PUD. The Developer will comply with the terms of the PUD and the Phasing Plan.

## ARTICLE VIII

### CONSTRUCTION OF THE PUBLIC IMPROVEMENTS, DRAINAGE IMPROVEMENTS AND CITY IMPROVEMENTS

Section 8.01. Designation of Construction Manager, Construction Engineers.

(a) Prior to construction of any Public Improvement, Developer shall make, or cause to be made, application for any necessary permits and approvals required by City and any applicable Governmental Authority to be issued for the construction of the Public Improvements, Drainage Improvements and City Improvements and shall obligate each general contractor, architect, and consultants who work on the Public Improvements, Drainage Improvements and City Improvements to obtain all applicable permits, licenses or approvals as required by Applicable Law. The Developer shall require or cause the design, inspection and supervision of the construction of the Public Improvements, Drainage Improvements and City Improvements to be undertaken in accordance with City Regulations, the Concept Plan and Applicable Law.

(b) The Developer shall design and construct or cause the design and construction of the Public Improvements, Drainage Improvements and City Improvements, together with and including the acquisition, at its sole costs, of any and all easements or fee simple title to such land necessary to provide for and accommodate the Public Improvements, Drainage Improvements and City Improvements.

(c) Developer shall comply, or shall require its contractors to comply, with all local and state laws and regulations, including the City Regulations, regarding the design and construction of the Public Improvements, Drainage Improvements and City Improvements applicable to similar facilities constructed by City, including, but not limited to, the requirement for payment, performance and two- year maintenance bonds for the Public Improvements, Drainage Improvements and City Improvements at 100%.

(d) Upon Completion of Construction of the Public Improvements, Drainage Improvements and City Improvements, Developer shall provide or cause to be provided a final cost summary of all Public Improvement Project Costs incurred and paid associated with the construction of that portion of the Public Improvements, Drainage Improvements and City Improvements and provide proof that all amounts owing to contractors and subcontractors have been paid in full evidenced by the “all bills paid” affidavits, Waiver of Liens and lien releases executed by Developer and/or its contractors with regard to that portion of the Public Improvements, Drainage Improvements and City Improvements. Evidence of payment to the applicable contractors and subcontractors shall be provided prior to the reimbursement of the costs of any portion of the Public Improvements, Drainage Improvements and City Improvements.

(e) Developer agrees to require the contractors and subcontractors or Subsequent Owners which construct the Public Improvements, Drainage Improvements and City Improvements to provide payment, performance and two-year maintenance bonds in forms reasonably satisfactory to the City Attorney. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that the City Attorney has the right to reasonably reject any surety company regardless of such company’s authorization to do business in Texas. Evidence of payment and performance bonds shall be delivered to the City prior to Commencement of Construction of any such Public Improvements, Drainage Improvements and City Improvements.

(f) Unless otherwise approved in writing by the City, all Public Improvements, Drainage Improvements and City Improvements shall be constructed and dedicated to the City in accordance with City Regulations and Applicable Law. The Public Improvements, Drainage Improvements and City Improvements within each Phase shall reach Completion of Construction by the Public Improvement Completion Date.

(g) The Developer shall dedicate or convey or cause to be dedicated or conveyed by final plat or separate instrument, without cost to the City and in accordance with the Applicable Law, all property rights (which may be an easement) necessary for the construction, operation, and maintenance of the road, water, drainage, and sewer Public Improvements, Drainage Improvements and City Improvements, at the completion of the Public Improvements, Drainage Improvements and City Improvements and acceptance by the City.

Section 8.02. Construction Agreements. The Construction Agreements shall be let in the name of the Developer. The Developer’s engineers shall prepare and provide, or cause the preparation and provision of all contract specifications and necessary related documents. The Developer shall provide all construction documents for the Public Improvements, Drainage Improvements and City Improvements and shall acknowledge that the City has no obligations and liabilities thereunder. The Developer shall include a provision in the construction documents for the Public Improvements, Drainage Improvements and City Improvements that the contractor will



indemnify the City and its officers and employees against any costs or liabilities thereunder, as follows:

**CITY OF FRIENDSWOOD, TEXAS (“CITY”) SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY’S FEES, FOR ANY LOSS, DAMAGE, INJURY OF ANY KIND OR CHARTER, INCLUDING DEATH, TO ANY PERSON, ENTITY, OR PROPERTY ARISING OUT OF OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF CONTRACTOR UNDER THIS CONTRACT, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT CITY FROM THE CONSEQUENCES OF THE CONTRACTOR’S ACTS, INCLUDING NEGLIGENCE, WHETHER SUCH ACTS OR NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND SAVE CITY HARMLESS FROM ALL CLAIMS RELATING TO THE SOLE OR CONCURRENT NEGLIGENCE OF THE CONTRACTOR OR RELATING TO ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER**

## **TOOLS, OR SUPPLIES OBTAINED IN FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT.**

The Developer or its designee shall administer the contracts. The Public Improvement Project Costs, which are estimated on Exhibit C, shall be (i) paid by the Developer or caused to be paid by the Developer, and reimbursed by the Assessments levied pursuant to the terms of a Reimbursement Agreement or (ii) paid from the proceeds of PID Bonds issued to pay the Public Improvement Project Costs.

(a) The following requirements apply to Construction Agreements for Public Improvements, Drainage Improvements and City Improvements:

(i) Plans and specifications shall comply with all Applicable Law, and City Regulations and all Plans and Specification shall be reviewed and approved by the City prior to the issuance of permits. The City shall have thirty (30) business days from its receipt of the first submittal of the Plans and Specifications to approve or deny the Plans and Specifications or to provide comments to the submitter. If any approved Plans and Specifications are amended or supplemented, the City shall have thirty (30) business days from its receipt of such amended or supplemented Plans and Specifications to approve or deny the Plans and Specification or provide comments back to the submitter. Any written City approval or denial must be based on compliance with applicable City Regulations or other regulatory agencies that have jurisdiction over the Development.

(ii) Each Construction Agreement shall provide that the contractor is an independent contractor, independent of and not the agent of the City and that the Contractor is responsible for retaining, and shall retain, the services of necessary and appropriate architects and engineers; and

(iii) Each Construction Agreement for improvements not yet under construction shall provide that the Contractor shall indemnify the City, its officers and employees for any costs or liabilities thereunder and for the negligent acts or omissions of the Contractor.

(b) City's Role: Public Improvements, Drainage Improvements and City Improvements.

The City shall have no responsibility for the cost of planning, design, engineering construction, furnishing/equipping the Public Improvements, Drainage Improvements and City Improvements (before, during or after construction) except to the extent of the reimbursement the Actual Costs of the Public Improvements, Drainage Improvements and City Improvements as set forth in this Agreement. The Developer will not hold the City responsible for any costs of the Public Improvements, Drainage Improvements and City Improvements other than the reimbursements described in this Agreement. The City shall have no liability for any claims that may arise out of design or construction of the Public Improvements, Drainage Improvements and City Improvements, and the Developer shall cause all of its contractors, architects, engineers, and consultants to agree in writing that they will look solely to the Developer, not to the City, for payment of all costs and valid claims associated with construction of the Public Improvements, Drainage Improvements and City Improvements.

Section 8.03. Project Scope Verification.

(a) The Developer will from time to time, as reasonably requested by the City Representative, verify to the City Representative that the Public Improvements, Drainage Improvements and City Improvements are being constructed in accordance with the Plans and Specifications approved by the City. To the extent the City has concerns about such verification that cannot be answered by the Developer, to the City's reasonable satisfaction, the Developer will cause the appropriate architect, engineer or general contractor to consult with the Developer and the City regarding such concerns.

Section 8.04. Joint Cooperation; Access for Planning and Development.

During the planning, design, development and construction of the Public Improvements, Drainage Improvements and City Improvements, the parties agree to cooperate and coordinate with each other, and to assign appropriate, qualified personnel to this project. The City staff will make reasonable efforts to accommodate urgent or emergency requests during construction. In order to facilitate a timely review process, the Developer shall use commercially reasonable efforts to cause the architect, engineer and other design professionals to attend City meetings if requested by the City, such commercially reasonable efforts to include providing that such attendance is required in its contracts with the architect, engineer and other design professionals.

Section 8.05. City Not Responsible.

By performing the functions described in this Article, the City shall not, and shall not be deemed to, assume the obligations or responsibilities of the Developer, whose obligations under this Agreement and under Applicable Law shall not be affected by the City's exercise of the functions described in this Article. The City's review of any Plans and Specifications is solely for the City's own purposes, and the City does not make any representation or warranty concerning the appropriateness of any such Plans and Specifications for any purpose. The City's approval of (or failure to disapprove) any such Plans and Specifications, including the Concept Plan submitted with such Plans and Specifications and any revisions thereto, shall not render the City liable for same, and the Developer assumes and shall be responsible for any and all claims arising out of or from the use of such Plans and Specifications.

Section 8.06. Construction Standards and Inspection.

The Public Improvements, Drainage Improvements and City Improvements will be installed within the public right-of-way or in easements granted to the City. Such easements may be granted at the time of final platting in the final plat or by separate instrument. The Public Improvements, Drainage Improvements and City Improvements shall be constructed and inspected in accordance with applicable state law, and City Regulations, and all other applicable development requirements, including those imposed by any other governing body or entity with jurisdiction over the Public Improvements, Drainage Improvements and City Improvements, and this Agreement, provided, however, that if there is any conflict, the City Regulations of the governing body or entity with jurisdiction over the Public Improvement being constructed shall control.

Section 8.07. Public Improvements, Drainage Improvements and City Improvements to be Owned by the City – Title Evidence.

The Developer shall furnish to the City a preliminary title report for land with respect to the Public Improvements, Drainage Improvements and City Improvements, including any related rights-of-way, easements, and open spaces if any, to be acquired and accepted by the City or by any other governmental entity from the Developer and not previously dedicated or otherwise conveyed to the City, for review and approval at least 30 calendar days prior to the transfer of title of a Public Improvement to the City. The City Representative shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's use and enjoyment of any part of the property or easement covered by the preliminary title report. In the exercise of reasonable judgment, the City Representative shall review the title report using their normal and customary review process for an easement and shall only object to matters in the title report if they would do so for any other easement granted directly to the City or to be obtained by the City for a public improvement. In the event the City Representative does not approve the preliminary title report, the City shall not be obligated to accept title to the Public Improvement until the Developer has cured such objections to title to the satisfaction of the City Representative.

Section 8.08. Public Improvement Constructed on City Land or the Property.

If the Public Improvement is on land owned by the City, the City hereby grants to the Developer a temporary easement to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Public Improvement. If the Public Improvement is on land owned by the Developer or a Subsequent Owner, the Developer shall dedicate easements by plat or cause such dedication by a Subsequent Owner, or shall execute and deliver to the City or cause such execution and delivery by the Subsequent Owner, such access and maintenance easements as the City may reasonably require in recordable form, and the Developer hereby grants or causes a Subsequent Owner to grant to the City a permanent access and maintenance easement by plat or separate instrument to enter upon such land for purposes related to inspection and maintenance of the Public Improvement. All easements must be acceptable to the City. The grant of the permanent easement shall not relieve the Developer of any obligation to grant, or cause the granting to the City, title to property and/or easements related to the Public Improvement as required by this Agreement or as should in the City's reasonable judgment be granted to provide for convenient access to and routine and emergency maintenance of such Public Improvement. The provisions for inspection and acceptance of such Public Improvement otherwise provided herein shall apply.

Section 8.09. Additional Requirements.

In connection with the design and construction of the Public Improvements, Drainage Improvements and City Improvements, the Developer shall take or cause the following entities or persons to take the following actions and to undertake the following responsibilities:

(a) The Developer shall provide to the City electronic copies of the Plans and Specifications for the Public Improvements, Drainage Improvements and City Improvements (including revisions) as such Plans and Specifications are currently in existence and as completed

after the date hereof and shall provide the City one complete set of record drawings (in electronic format) for the Public Improvements, Drainage Improvements and City Improvements, in accordance with Applicable Law;

(b) In accordance with the requirements between the Developer and the City with regard to the development and construction of the Public Improvements, Drainage Improvements and City Improvements, the Developer or such person selected by and contracting with the Developer shall provide the City with a copy of the detailed construction schedule outlining the major items of work of each major construction contractor, and any revisions to such schedule;

(c) The Developer shall provide construction documents, including the Plans and Specifications to the City, signed and sealed by one or more registered professional architects or engineers licensed in the State of Texas at the time the construction documents are submitted to the City for approval;

(d) The Developer shall provide the City with reasonable advance notice of any scheduled construction meetings as set forth in the construction contracts for the Public Improvements, Drainage Improvements and City Improvements, and shall permit the City to attend and observe such meetings as the City so chooses in order to monitor the project;

(e) The Developer or any general contractor shall comply with, and shall require that its agents and subcontractors comply with, all Applicable Laws regarding the use, removal, storage, transportation, disposal and remediation of hazardous materials;

(f) The Developer or any general contractor shall notify and obtain the City's approval for all field changes that directly result in changes to the portion of the Plans and Specifications for the Public Improvements, Drainage Improvements and City Improvements that describe the connection of such improvements with City streets, storm sewers and utilities;

(g) Upon notice from the City, the Developer shall or shall cause any general contractor to promptly repair, restore or correct, on a commercially reasonable basis, all damage caused by the general contractor or its subcontractors to property or facilities of the City during construction of the Public Improvements, Drainage Improvements and City Improvements and to reimburse the City for out-of-pocket costs actually incurred by the City that are directly related to the City's necessary emergency repairs of such damage;

(h) Upon notice from the City, the Developer shall promptly cause the correction of defective work and shall cause such work to be corrected in accordance with the construction contracts for the Public Improvements, Drainage Improvements and City Improvements and with City Regulations;

(i) If the Developer performs any soils, construction and materials testing during construction of the Public Improvements, Drainage Improvements and City Improvements, the Developer shall make available to the City copies of the results of all such tests; and

(j) If any of the foregoing entities or persons shall fail to perform any of its obligations described above (or elsewhere under this Agreement), the Developer shall use its good faith efforts

to enforce such obligations against such entities or persons, or the Developer may cure any material failure of performance as provided herein; and

(k) The Developer shall provide any other information or documentation or services required by City Regulations; and

(l) The Developer shall allow the City Representative to conduct a reasonable pre-final and final inspection of the Public Improvements, Drainage Improvements and City Improvements. Upon acceptance by the City of the Public Improvements, Drainage Improvements and City Improvements, the City shall become responsible for the maintenance of the Public Improvements, Drainage Improvements and City Improvements and making any bond or warranty claim, if applicable.

Section 8.10. Revisions to Scope and Cost of Public Improvements, Drainage Improvements and City Improvements.

(a) The Public Improvement Project Costs, as set forth in Exhibit C, may be modified or amended from time to time upon the approval of the City Representative, provided that the total cost of the Public Improvements shall not exceed such amounts as set forth in the applicable SAP or the Project and Financing Plan. Should the Public Improvements be amended by the City Council in a SAP pursuant to the PID Act, the City Representative shall be authorized to make corresponding changes to the applicable Exhibits attached hereto and shall keep official record of such amendments.

(b) Should the Public Improvement Project Costs exceed the amounts set forth in the SAP, the Developer shall be responsible for such excess costs and such excess costs shall not be reimbursed by the City. The City shall only reimburse the Public Improvement Project Costs in the amounts set forth in the SAP.

(c) Any Actual Costs of the City Improvements in excess of the amounts set forth in the SAP or the TIRZ Project and Finance Plan shall not be subject to reimbursement to the Developer.

Section 8.11. City Police Powers.

The Developer recognizes the authority of the City pursuant to the Texas Constitution together with the City's charter and ordinances to exercise its police powers in accordance with Applicable Laws to protect the public health, safety, and welfare. The City retains its police powers over the Developer's or its general contractor's construction activities on or at the Property, and the Developer recognizes the City's authority to take appropriate enforcement action in accordance with Applicable Law to provide such protection. No lawful action taken by the City pursuant to these police powers shall subject the City to any liability under this Agreement, including without limitation liability for costs incurred by any general contractor or the Developer, and as between the Developer and the City, any such costs shall be the sole responsibility of the Developer and any of its general contractors and shall not be reimbursable from PID Bond Proceeds.

Section 8.12. Title and Mechanic's Liens.

(a) Title. The Developer agrees that the Public Improvements, Drainage Improvements and City Improvements shall not have a lien or cloud on title upon their dedication to and acceptance by the City.

(b) Mechanic's Liens. Developer shall not create nor allow or permit any liens, encumbrances, or charges of any kind whatsoever against the Public Improvements, Drainage Improvements and City Improvements arising from any work performed by any contractor by or on behalf of the Developer. The Developer shall not permit any claim of lien made by any mechanic, materialman, laborer, or other similar liens to stand against the Public Improvements, Drainage Improvements and City Improvements for work or materials furnished to the Developer in connection with any construction, improvements, renovation, maintenance or repair thereof made by the Developer or any contractor, agent or representative of the Developer. The Developer shall cause any such claim of lien to be fully discharged prior to the earlier of (i) the date of acceptance of the applicable Public Improvement by the City of the related Public Improvement or (ii) 180 days.

Section 8.13. City Consents.

Any consent or approval by or on behalf of the City required in connection with the design, construction, improvement or replacement of the Public Improvements, Drainage Improvements and City Improvements or otherwise under this Agreement shall not be unreasonably withheld, delayed, or conditioned. Any review associated with any determination to give or withhold any such consent or approval shall be conducted in a timely and expeditious manner with due regard to the cost to the Developer associated with delay.

Section 8.14. Right of the City to Make Inspection.

(a) At any time during regular business hours during the construction of the Public Improvements, Drainage Improvements and City Improvements, the City shall have the right to enter the Property for the purpose of inspection of the progress of construction on the Public Improvements, Drainage Improvements and City Improvements; provided, however, the City Representative shall comply with reasonable restrictions generally applicable to all visitors to the Development that are imposed by the Developer or its General Contractor or subcontractors. The Developer shall pay the standard City inspection fees or the City's cost for the retention of a third-party inspector, whichever is applicable.

(b) Inspection of the construction of all Public Improvements, Drainage Improvements and City Improvements shall be by the City Representative or his/her designee. In accordance with Sections 5.03, the Developer shall pay the inspection fee which may be included as a Public Improvement Project Cost.

(c) City may enter the Property in accordance with customary City procedures and Applicable Law to make any repairs or perform any maintenance of Public Improvements, Drainage Improvements and City Improvements which the City has accepted for maintenance. If, during construction of the Public Improvements, Drainage Improvements and City Improvements, the Developer is in default under this Agreement beyond any applicable cure period or in the event

of an emergency which is not being timely addressed, the City may enter the Property to make any repairs to the Public Improvements, Drainage Improvements and City Improvements that have not been accepted for maintenance by the City, of every kind or nature, which the Developer is obligated under this Agreement to repair or maintain but which the Developer has failed to perform after the City's written thirty (30)-day notice (other than in the case of an emergency in which notice is impossible or impractical). The Developer shall be obligated to reimburse the City the reasonable costs incurred by the City for any such repairs. Nothing contained in this paragraph shall be deemed to impose on the City any obligation to actually make repairs or alterations on behalf of the Developer.

Section 8.15. Competitive Bidding. The construction of the Public Improvements (which are funded from Assessments) is anticipated to be exempt from competitive bidding pursuant to Texas Local Government Code Section 252.022(a)(9). In the event that the Actual Costs of the Public Improvement do not meet the parameters for exemption from the competitive bid requirement, then either competitive bidding or alternative delivery method may be utilized by the Developer as allowed by Applicable Law.

## ARTICLE IX

### PAYMENT OF PUBLIC IMPROVEMENTS

#### Section 9.01. Overall Requirements.

(a) The City shall not be obligated to provide funds for any Public Improvement, except from the proceeds of the PID Bonds or from Assessments pursuant to a Reimbursement Agreement or TIRZ Revenues. The City makes no warranty, either express or implied, that the proceeds of the PID Bonds available for reimbursement of the Public Improvement Project Costs will be sufficient for the construction or acquisition of all of the Public Improvements or the City Improvements, to the extent applicable. Any costs of the Public Improvements in excess of the available PID Bond Proceeds or Assessments pursuant to a Reimbursement Agreement may be paid or reimbursed by the City from TIRZ Revenues up to the amount set forth in the TIRZ Project and Finance Plan or the TIRZ Cap. Any costs of the City Improvements in excess of the amounts set forth in the Service and Assessment Plan shall be reimbursed from TIRZ Revenues, up to the amount set forth in the TIRZ Project and Finance Plan or the TIRZ Cap. Any costs of the Drainage Improvements in excess of the City's \$5,000,000 shall be reimbursed from TIRZ Revenues, up to the amount set forth in the TIRZ Project and Finance Plan or the TIRZ Cap. The Developer acknowledges and agrees that any lack of availability of monies in the Project Funds established under the Indentures to reimburse the costs of the Public Improvements shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Public Improvements required by this Agreement, or any other agreement to which the Developer is a party, or any governmental approval to which the Developer or Property is subject.

(b) The City's obligation with respect to the reimbursement from Assessments of the Public Improvement Project Costs as finally set forth in the Service and Assessment Plan, shall be limited to the lower of Actual Costs or the available Net PID Bond Proceeds or Assessment revenues, and shall be reimbursed solely from amounts on deposit in the Project Funds from the sale of the PID Bonds as provided herein and in the Indentures, or from Assessments collected for



the reimbursement or payment of such costs pursuant to Reimbursement Agreement. The Developer agrees and acknowledges that it is responsible for all costs and all expenses related to the Public Improvements in excess of the Project Cost Cap.

(c) The City shall have no responsibility whatsoever to the Developer with respect to the investment of any funds held in the Project Fund by the Trustee under the provisions of the Indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment. Any such loss may diminish the amounts available in the Project Fund to reimburse the Public Improvement Project Costs in the PID. The obligation of Developer to pay the Assessments is not in any way dependent on the availability of amounts in the Project Fund to pay for all or any portion of the Public Improvements Project Costs hereunder.

Section 9.02. Remaining Funds after Completion of a Public Improvement.

The Service and Assessment Plan shall be updated or amended, as applicable, such that the costs of the Public Improvements in the SAP match the costs set forth in the applicable construction contracts; provided that such adjustment of the SAP does not affect the benefit analysis. Then, after the Completion of Construction of a Public Improvement payment or reimbursement for such Public Improvement, there are Cost Underruns, any remaining budgeted cost(s) may be available to reimburse Cost Overruns on any other Public Improvement with the approval of the City Representative, such approval not to be unreasonably withheld, at completion of the Public Improvements in the PID (or in each PID Phase, if applicable) as set forth in the Service and Assessment Plan, are undertaken at least in part. The elimination of a category of Public Improvements as set forth in the Service and Assessment Plan will require an amendment to the Service and Assessment Plan. Upon receipt of all acceptance letters from the City for the Public Improvements within an improvement category as set forth in the Service and Assessment Plan, any Underruns from that category may be released to reimburse for Overruns in another improvement category, as approved by the City.

Section 9.03. Payment Process for Public Improvements.

(a) The City shall authorize reimbursement of the Public Improvement Project Costs from (i) PID Bond Proceeds or from (ii) Assessments collected in the PID as set forth in 9.04 below. The Developer shall submit a Payment Certificate to the City for Public Improvement Project Costs. The form of the Payment Certificate is set forth in Exhibit F, as may be modified by the applicable Indenture or Reimbursement Agreement. The City shall review the sufficiency of each Payment Certificate with respect to compliance with this Agreement, compliance with the City Regulations, the Concept Plan and Applicable Law, and compliance with the applicable SAP and Plans and Specifications within thirty (30) days of receipt from the Developer. After review, the City shall send notice to the Developer of what is approved in each Payment Certificate and what is denied and will notify Developer of additional documentation needed to resolve disputes related to the portions that are not approved. Approved costs in a Payment Certificate shall be forwarded for payment in a timely manner and the City will work with the Developer to resolve amounts not approved in each Payment Certificate.

(b) The City shall reimburse the Public Improvement Project Costs as set forth in Exhibit C and the SAP, from funds available pursuant to the applicable Indenture or Reimbursement Agreement.

(c) Reimbursement to the Developer and the City for administrative costs relating to the creation of the PID, the levy of assessments and issuance of the PID Bonds may be distributed at closing of the applicable series of PID Bonds pursuant to a Closing Disbursement Request, in the form attached as Exhibit G.

Section 9.04. Public Improvements Reimbursement from Assessment Fund In the Event of a Non-Issuance of PID Bonds.

(a) The reimbursement for costs of the Public Improvements set forth in Exhibit-C and in the Service and Assessments Plan may be made on an annual basis from Assessments levied by the City for the Public Improvements pursuant to Chapter 372, Texas Local Government Code, as amended, if requested by the Developer and agreed to by the City. Such reimbursement shall be made pursuant to the terms and provisions of one or more Reimbursement Agreements. Such Reimbursement Agreements shall set forth the terms of the annual reimbursement for the costs of the Public Improvements.

(b) Reimbursement or payment of the costs of the Public Improvements, shall only be made from the levy of Assessments within the PID, as set forth herein.

(c) The term, manner and place of payment or reimbursement to the Developer under this Section shall be set forth in the Reimbursement Agreement.

(d) Reimbursement or payment shall be made only for the costs of the Public Improvements as set forth in this Agreement, the Service and Assessment Plan or in a Reimbursement Agreement, as approved by the City. Any additional public improvements other than the Public Improvements constructed by the Developer and dedicated to the City, shall not be subject to payment or reimbursement under the terms of this Agreement.

Section 9.05. Rights to Audit.

(a) The City shall have the right to audit, upon reasonable notice and at the City's own expense, records of the Developer with respect to the expenditure of funds to pay Public Improvement Project Costs. Upon written request by the City, the Developer shall give the City or its agent, access to those certain records controlled by, or in the direct or indirect possession of, the Developer (other than records subject to legitimate claims of attorney-client privilege) with respect to the expenditure of Public Improvement Project Costs, and permit the City to review such records in connection with conducting a reasonable audit of such fund and account. The Developer shall make these records available to the City electronically or at a location that is reasonably convenient for City staff.

(b) The City and the Developer shall reasonably cooperate with the assigned independent auditors (internal or external) in this regard, and shall retain and maintain all such records for at least 2 years from the date of Completion of Construction of the Public

Improvements. All audits must be diligently conducted and once begun, no records pertaining to such audit shall be destroyed until such audit is completed.

## ARTICLE X

### REPRESENTATIONS AND WARRANTIES

#### Section 10.01. Representations and Warranties of City.

The City makes the following representation and warranty for the benefit of the Developer:

(a) Due Authority; No Conflict. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act). The City has all requisite power and authority to execute this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the City and constitute legal, valid and binding obligations enforceable against the City in accordance with the terms subject to principles of governmental immunity and the enforcement of equitable rights. The consummation by the City of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any of the terms of any agreement or instrument to which the City is a Party, or by which the City is bound, or of any provision of any applicable law, ordinance, rule or regulation of any Governmental Authority or of any provision of any applicable order, judgment or decree of any court, or Governmental Authority.

(b) Due Authority; No Litigation. No litigation is pending or, to the knowledge of the City, threatened in any court to restrain or enjoin the construction of or the Public Improvements, Drainage Improvements and City Improvements or the City's payment and reimbursement obligations under this Agreement, or otherwise contesting the powers of the City or the authorization of this Agreement or any agreements contemplated herein.

#### Section 10.02. Representations and Warranties of Developer.

The Developer makes the following representations, warranties and covenants for the benefit of the City:

(a) Due Organization and Ownership. The Developer is a Texas limited liability company validly existing under the laws of the State of Texas and is duly qualified to do business in the State of Texas; and that the person executing this Agreement on behalf of it is authorized to enter into this Agreement.

(b) Due Authority; No Conflict. The Developer has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the Developer and constitute the Developer's legal, valid and binding obligations enforceable against the Developer in accordance with their terms. The consummation by the Developer of the transactions contemplated hereby is not in violation of

Or in conflict with, nor does it constitute a default under, any term or provision of the organizational documents of the Developer, or any of the terms of any agreement or instrument to which the Developer is a Party, or by which the Developer is bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, or Governmental Authority.

(c) Consents. No consent, approval, order or authorization of, or declaration or filing with any Governmental Authority is required on the part of the Developer in connection with the execution and delivery of this Agreement or for the performance of the transactions herein contemplated by the respective Parties hereto.

(d) Litigation/Proceedings. To the best knowledge of the Developer, after reasonable inquiry, there are no pending or, to the best knowledge of the Developer, threatened, judicial, municipal or administrative proceedings, consent decree or, judgments which might affect the Developer's ability to consummate the transaction contemplated hereby, nor is there a preliminary or permanent injunction or other order, decree, or ruling issued by a governmental entity, and there is no statute, rule, regulation, or executive order promulgated or enacted by a governmental entity, that is in effect which restrains, enjoins, prohibits, or otherwise makes illegal the consummation of the transactions contemplated by this Agreement.

(e) Legal Proceedings. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the knowledge of the Developer, threatened against or affecting the Developer, any of the principals of the Developer and any key person or their respective Affiliates and representatives which the outcome of which would (a) materially and adversely affect the validity or enforceability of, or the authority or ability of the Developer under, this Agreement to perform its obligations under this Agreement; or (b) have a material and adverse effect on the consolidated financial condition or results of operations of the Developer or on the ability of the Developer to conduct its business as presently conducted or as proposed or contemplated to be conducted.

## ARTICLE XI

### MAINTENANCE OF CERTAIN IMPROVEMENTS

#### Section 11.01. Property Owners' Association.

(a) The Developer will create a property owners' association ("POA") over the property in the PID, which POA, through its conditions and restrictions filed of record in the property records of Harris County, shall be required to assess and collect from owners annual fees in an amount calculated to maintain the open spaces, common areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping, detention areas, drainage areas, screening walls, trails, lawns, landscaped entrances to the Development and any other common improvements or appurtenances (the "POA Maintained Improvements"). Maintenance of any POA Maintained Improvements on land owned by the City shall be pursuant to a maintenance agreement between the POA and the City (the "POA Maintenance Agreement").

(b) While the Parties anticipate that the POA established to maintain and operate the POA Maintained Improvements, will adequately perform such duties, in the event that the City determines that the POA is not adequately performing the duties for which it was created, which non-performance shall be evidenced by violations of the POA Maintenance Agreement, applicable deed restrictions and/or applicable City ordinances, the City reserves the right to levy an assessment each year equal to the actual costs of operating and maintaining the POA Maintained Improvements that are owned by the City. The City agrees that it will not levy such assessments without first giving the POA written notice of the deficiencies and providing the POA with sixty (60) days in which to cure the deficiencies.

(c) The City may review the covenants, conditions and restrictions for the POA prior to their filing and such covenants, conditions and restrictions must be filed with the final plat, prior to the City's acceptance of any Public Improvements, Drainage Improvements and City Improvements to be maintained by the POA.

## ARTICLE XII

### TERMINATION EVENTS

#### Section 12.01. Developer Termination Events.

(a) The Developer may terminate this Agreement (i) upon an Event of Default by the City, or (ii) in the event the City does not create the PID and approve the TIRZ Project and Finance Plan, or levy Assessments and issue PID Bonds pursuant to this Agreement.

#### Section 12.02. City Termination Events.

(a) The City may terminate this Agreement with respect to the applicable PID Phase and any remaining PID Phase, upon an uncured Event of Default by the Developer pursuant to Article XV herein.

(b) The City may terminate this Agreement, (i) if Commencement of Construction of the private horizontal improvements within the Development has not occurred within three (3) years of the Effective Date, or (ii) if the Development is divided into PID Phases, no Commencement of Construction has begun in a PID Phase within one (1) year of completion of the Public Improvements, Drainage Improvements and City Improvements in the prior PID Phase.

#### Section 12.03. Termination Procedure.

If either Party determines that it wishes to terminate this Agreement pursuant to this Article, such Party must deliver a written notice to the other Party specifying in reasonable detail the basis for such termination and electing to terminate this Agreement. Upon such a termination, the Parties hereto shall have no duty or obligation one to the other under this Agreement, with the exception of any of Developer's Public Improvement Project Costs that were previously advanced or incurred as of the date of termination, provided that a Payment Certificate for such Public Improvement Project Costs is submitted within ninety (90) days of the termination and is approved by the City pursuant to its normal and usual process for approving such Payment Certificate. The City must approve such Payment Certificate within thirty (30) days or submit to the Developer its

objections/issues with such Payment Certificate and reasonably consult with the Developer to cure any insufficiencies in the Payment Certificate within an additional thirty (30) days.

Section 12.04. City Actions Upon Termination.

Upon termination the Developer shall have no claim or right to any further payments for Public Improvements Project Costs pursuant to this except that, (i) any Public Improvements completed and accepted by the City or (ii) Public Improvement Project Costs submitted pursuant to a Payment Certificate and approved by the City shall still be subject to reimbursement. Any Public Improvement Project Costs submitted to the City but still under review at the time of termination of this Agreement may be paid if subsequently approved by the City.

ARTICLE XIII

TERM

This Agreement shall terminate upon the earlier of (i) the expiration of ten (10) years from the Effective Date, (ii) the date upon which the City and Developer discharge their obligations herein including construction of the Public Improvements and payment of or reimbursement for the Public Improvement Project Costs (up to the Project Cost Cap), the Actual Costs of the Drainage Improvements or Actual Costs of the City Improvements, pursuant to this Agreement, as may be modified by the SAP or the TIRZ Project and Finance Plan, or (ii) the occurrence of a termination event under Article XII. Provided, however, that to the extent PID Bonds have been issued for a PID Phase, the use of the City Tax Increment to subsidize Assessments shall continue, as set forth in the applicable SAP, until such PID Bonds are discharged, and to the extent the TIRZ obligations remain outstanding, the use of TIRZ Revenues shall continue, as set forth in the TIRZ project and Finance Plan and this Agreement, until such TIRZ obligations are discharged.

ARTICLE XIV

DEFAULT AND REMEDIES

Section 14.01. Developer Default.

Each of the following events shall be an "Event of Default" by the Developer under this Agreement:

(a) The Developer shall fail to pay to the City any monetary sum hereby required of it as and when the same shall become due and payable and shall not cure such default within thirty (30) calendar days after the later of the date on which written notice thereof is given by the City to the Developer, as provided in this Agreement. The Developer shall fail in any material respect to maintain any of the insurance or bonds required by this Agreement; provided, however, that if a contractor fails to maintain any of the insurance or bonds required by this Agreement, the Developer shall have thirty (30) calendar days to cure.

(b) The Developer shall fail to comply in any material respect with any term, provision or covenant of this Agreement (other than the payment of money to the City), and shall not cure

such failure within ninety (90) calendar days after written notice thereof is given by the City to the Developer;

(c) The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;

(d) The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;

(e) The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of ninety (90) consecutive days;

(f) The failure by Developer or any Affiliate to pay Impositions, and Assessments on property owned by the Developer and/or any Affiliates within the PID if such failure is not cured within thirty (30) calendar days after written notice by the City; provided, however, Developer or any Affiliate may follow legal procedures to protest or contest their taxable appraised value.

(g) Any representation or warranty confirmed or made in this Agreement by the Developer was untrue as of the Effective Date; or

Section 14.02. Notice and Cure Period.

(a) Before any Event of Default under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such Event of Default shall notify, in writing, the Party alleged to have failed to perform the alleged Event of Default and shall demand performance (with the exception of 14.01(f) above). Except with respect to cure periods set forth in 14.01 above, which shall be controlling, no breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) calendar days of the receipt of such notice (or thirty (30) calendar days in the case of a monetary default), with completion of performance within ninety (90) calendar days.

(b) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed by Force Majeure, the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing Force Majeure events shall deliver written notice of the commencement of any such delay resulting from such Force Majeure event and the length of the Force Majeure event is reasonably expected to last not later than fourteen (14) days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a Force Majeure event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article. The number of days a Force Majeure event is in effect shall be determined by the City based upon commercially reasonable standards.

#### Section 14.03. City's Remedies.

With respect to the occurrence of an Event of Default the City may pursue the following remedies:

(a) The City may pursue any legal or equitable remedy or remedies, including, without limitation, specific performance, damages, (excluding punitive, special, or consequential damages) and termination of this Agreement. The City shall not terminate this Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or non-termination of this Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, damages, actual damages, (excluding punitive, special, or consequential damages), injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in this Agreement, then to the extent such failure constitutes an Event of Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.

(b) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.

(c) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

#### Section 14.04. City Default.

Each of the following events shall be an Event of Default by the City under this Agreement:

(a) So long as the Developer has complied with the terms and provisions of this Agreement, the City shall fail to pay to the Developer any monetary sum hereby required of it and shall not cure such default within ninety (90) calendar days after the later of the date on which written notice thereof is given to the City by the Developer.

(b) The City shall fail to comply in any material respect with any term, provision or covenant of this Agreement, other than the payment of money, and shall not cure such failure within sixty (60) calendar days after written notice thereof is given by the Developer to the City.

#### Section 14.05. Developer's Remedies.

(a) Upon the occurrence of any Event of Default by the City, the Developer may pursue any legal or equitable remedy or remedies specifically including damages as set forth below (specifically excluding punitive, special, or consequential damages), and termination of this Agreement; provided, however, that the Developer shall have no right to terminate this Agreement unless the Developer delivers to the City a second notice which expressly provides that the Developer will terminate within thirty (30) days if the default is not addressed as herein provided.



(b) No remedy herein conferred or reserved is intended to be inclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing.

(c) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

Section 14.06. No Waiver of Immunity.

(a) Nothing contained in this Agreement shall be deemed to waive the City's governmental immunity nor the official immunity of any City officer, official, employee or agent.

(b) Should a court of competent jurisdiction determine the City's immunity from suit is waived in any manner other than as provided in Subchapter I of Chapter 271, Texas Local Government Code, as amended, the Parties hereby acknowledge and agree that in such suit against the City for breach of this Agreement:

(i) The total amount of money awarded is limited to actual damages in an amount not to exceed the balance due and owed by City under this Agreement or any Reimbursement Agreement and is payable solely from Assessment revenues or TIRZ revenues;

(ii) The recovery of damages against City or the Developer may not include punitive, damages, special damages, or consequential damages; and

(iii) The Parties may not recover attorney's fees.

Section 14.07. Limitation on Damages.

In no event shall any Party have any liability under this Agreement for any exemplary or consequential damages.

Section 14.08. Waiver.

Forbearance by the non-defaulting Party to enforce one or more of the remedies herein provided upon the occurrence of an Event of Default by the other Party shall not be deemed or construed to constitute a waiver of such default. One or more waivers of a breach of any covenant, term or condition of this Agreement by either Party hereto shall not be construed by the other Party as a waiver of a different or subsequent breach of the same covenant, term or condition. The consent or approval of either Party to or of any act by the other Party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any other subsequent similar act.

## ARTICLE XV

### INSURANCE, INDEMNIFICATION AND RELEASE

#### Section 15.01. Insurance.

With no intent to limit any contractor's liability or obligation for indemnification, the Developer shall maintain or cause to be maintained, by the persons constructing the Public Improvements, certain insurance, as provided below in full force and effect at all times during construction of the Public Improvements and shall require that the City is named as an additional insured under such contractor's insurance policies.

(a) With regard to the obligations of this Agreement, the Developer shall obtain and maintain in full force and effect at its expense, or shall cause each contractor to obtain and maintain at their expense, the following policies of insurance and coverage:

(i) Commercial general liability insurance insuring the City, contractor and the Developer against liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the activities of Developer, the contractor, the City and their respective officers, directors, agents, contractors, or employees, in the amount of \$1,000,000 Per Occurrence or a limit equal to the amount of the contract amount, \$2,000,000 General Aggregate Bodily Injury and Property Damage. The contractor may procure and maintain a Master or Controlled Insurance policy to satisfy the requirements of this section, which may cover other property or locations of the contractor and its affiliates, so long as the coverage required in this section is separate;

(ii) Worker's Compensation insurance as required by law;

(iii) Business automobile insurance covering all operations of the contractor pursuant to the Construction Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability.

(iv) To the extent available, each policy shall be endorsed to provide that the insurer waives all rights of subrogation against the City;

(v) Each policy of insurance with the exception of Worker's Compensation and professional liability shall be endorsed to include the City (including its former, current, and future officers, directors, agents, and employees) as additional insureds;

(vi) Each policy, with the exception of Worker's Compensation and professional liability, shall be endorsed to provide the City sixty (60) days' written notice prior to any cancellation, termination or material change of coverage; and

(vii) The Developer shall cause each contractor to deliver to the City the policies, copies of policy endorsements, and/or certificates of insurance evidencing the required insurance coverage before the Commencement of Construction of the Public

Improvements and within 10 days before expiration of coverage, or as soon as practicable, deliver renewal policies or certificates of insurance evidencing renewal and payment of premium. On every date of renewal of the required insurance policies, the contractor shall cause a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition the contractor shall within ten (10) business days after written request provide the City with the Certificates of Insurance and policy endorsements for the insurance required herein (which request may include copies of such policies).

Section 15.02. Waiver of Subrogation Rights.

The Commercial General Liability, Worker's Compensation, Business Auto and Excess Liability Insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against the City.

Section 15.03. Additional Insured Status.

With the exception of Worker's Compensation Insurance and any Professional Liability Insurance, all insurance required pursuant to this Agreement shall include and name the City as additional insureds using Additional Insured Endorsements that provide the most comprehensive coverage to the City under Texas law including products/completed operations.

Section 15.04. Certificates of Insurance.

Certificates of Insurance and policy endorsements in a form satisfactory to City shall be delivered to City prior to the commencement of any work or services on the Public Improvements. All required policies shall be endorsed to provide the City with sixty (60) days advance notice of cancellation or non-renewal of coverage. The Developer shall provide sixty (60) days written notice of any cancellation, non-renewal or material change in coverage for any of the required insurance in this Article.

On every date of renewal of the required insurance policies, the Developer shall cause (and cause its contractors) to provide a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Developer shall, within ten (10) business days after written request, provide the City with certificates of insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The delivery of the certificates of insurance and the policy endorsements (including copies of such insurance policies) to the City is a condition precedent to the payment of any amounts to the Developer by the City.

Section 15.05. Carriers.

All policies of insurance required to be obtained by the Developer and its contractors pursuant to this Agreement shall be maintained with insurance carriers that are satisfactory to and as reasonably approved by City, and lawfully authorized to issue insurance in the state of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-

contributory with any other insurance coverage and/or self-insurance maintained by the City. All insurance coverage required herein shall be evidenced by a certificate of insurance and policy endorsements submitted by the Developer's and its contractors' insurer or broker. Certificates of insurance and policy endorsements received from any other source will be rejected.

Section 15.06. INDEMNIFICATION.

**DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S ACT OR OMISSION, INCLUDING BUT NOT LIMITED TO BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, ANY ACT OR OMISSION, INCLUDING BUT NOT LIMITED TO ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, OR SUBCONTRACTORS, AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

**DEVELOPER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF**

**DEVELOPER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.**

ARTICLE XVI

GENERAL PROVISIONS

Section 16.01. Notices.

Any notice, communication or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile or other electronic transmittal, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as may be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

To the City:	City Manager 910 S. Friendswood Dr. Friendswood, Texas 77546
To the Developer:	Attn: Louis Tannos Madison Development Corp., LLC 505 S. Friendswood Dr., Suite 119 Friendswood, Texas 77546
And to:	Attn: Russell Handy Wolfgramm Capital 1410 East Winding Way, Suite E Friendswood, Texas 77546

With a copy to:           Attn: Ross Martin  
                                  Winstead PC  
                                  2728 N. Harwood St., Suite 500  
                                  Dallas, Texas 75201

Section 16.02. Make-Whole Provision.

(a) If in any calendar year the City issues debt obligations that would be qualified tax-exempt obligations but for the issuance or proposed issuance of PID Bonds, the Developer shall pay to the City a fee (the "PID Bond Fee") to compensate the City for the interest savings the City would have achieved had the debt issued by the City been qualified tax-exempt obligations. Prior to issuance of any PID Bonds, the City's financial advisor shall calculate the PID Bond Fee based on the issued and planned debt issuances for the City and shall notify the Developer of the total amount of the PID Bond Fee prior to the issuance of the PID Bonds. The Developer agrees to pay the PID Bond Fee to the City within ten (10) business days after receiving notice from the City of the amount of PID Bond Fee due to the City. If the City has not forgone the ability to issue a series of obligations as qualified tax exempt obligations, the PID Bond Fee shall be held in a segregated account of the City and if the total amount of debt obligations sold or entered into by the City in the calendar year in which the PID Bonds are issued are less than the bank qualification limits (currently \$10 million per calendar year), then the PID Bond Fee shall be returned to the Developer. The City shall not be required to sell any series of PID Bonds until the Developer has paid the estimated PID Bond Fee.

(b) If the City is planning to issue debt obligations as qualified tax exempt obligations prior to the issuance of PID Bonds in any calendar year, the City may (but is not obligated to) notify the Developer that it is planning to issue qualified tax-exempt obligations that may limit the amount of debt that the City can issue in a calendar year. In connection with the delivery of such notice, the City's financial advisor shall provide a calculation of the interest savings that the City would achieve by issuing the obligations the City plans to issue in the year as qualified tax-exempt obligations as opposed to non-qualified tax-exempt obligations. If following the receipt of such notice the Developer asks the City to forego designating the obligations as qualified tax-exempt obligations in order to preserve capacity for PID Bonds, the Developer shall pay to the City a fee to compensate the City for the interest savings the City would have achieved had the debt issued by the City been qualified tax-exempt obligations. The Developer agrees to pay the PID Bond Fee to the City within ten (10) business days after receiving notice from the City of the amount of PID Bond Fee due to the City. Upon receipt of the PID Bond Fee, the City agrees not to designate the obligations planned for issuance as qualified tax-exempt obligations. Such payment is compensation to the City for choosing to forego the designation of obligations as qualified tax-exempt obligations, and the PID Bond Fee may be used for any lawful purpose of the City.

Section 16.03. Assignment.

(a) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. The obligations, requirements or covenants to develop the Property, including construction of the Public Improvements may be assigned to any Affiliate thereof without the prior written consent of the City. The obligations, requirements or covenants to the

development of the Property, including construction of the Public Improvements shall not be assigned to any non-Affiliate without the prior written consent of the City Manager, which consent shall not be unreasonably withheld if the assignee demonstrates the financial ability to perform in the reasonable judgment of the City Manager. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title or interests being assigned. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to Assignee, including a copy of each executed assignment and the Assignee's notice information as required by this Agreement, and, upon written request from the City, any Party or Assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer or other conveyance of any interest in this Agreement or the Property. The City shall not be required to make any representations with respect to any assignment.

(b) Developer may assign any receivables or revenues due pursuant to this Agreement or any Reimbursement Agreement to a third party without the consent of, but upon written notice to the City. Provided, however, that notwithstanding the above, the City shall not be required to make partial payments to more than two parties as a result of an assignment and shall not execute any consent or make any representations with respect thereto.

(c) The Developer and assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of (a) their respective lenders without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement within thirty (30) days written notice to the lender. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property, except an end-user property owner, shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured. The City shall not be required to make partial payments to more than two parties as a result of an assignment and shall not execute any consent or make any representations or execute any document with respect thereto.

(d) The City shall not be required to acknowledge the receipt of any Assignment by the Developer; however, to the extent the City does acknowledge receipt of any assignment pursuant to this Section, such acknowledgment does not evidence the City's agreement, acceptance or

acknowledgment of the content of the assignment documents or any rights accruing thereunder; it is solely an acknowledgment of receipt of the notice via mail, express mail or email.

(e) The City does not and shall not consent to nor participate in any third-party financing based upon the Developer's assignment of its right to receive funds pursuant to this Agreement or any Reimbursement Agreement.

Section 16.04. Table of Contents; Titles and Headings.

The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 16.05. Entire Agreement; Amendment.

This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement. This Agreement may only be amended by a written agreement executed by all Parties.

Section 16.06. Time.

In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 16.07. Counterparts.

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 16.08. Severability; Waiver.

If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.



Section 16.09. No Third-Party Beneficiaries.

The City and the Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third party beneficiary, or any individual or entity other than the City, the Developer or assignees of such Parties.

Section 16.10. Notice of Assignment. Developer shall not transfer any portion of the Property prior to the levy of Assessments, except as provided in Section 3.05. Subject to Section 16.03 herein, the requirements set forth below shall apply in the event that the Developer sells, assigns, transfers or otherwise conveys the Property or any part thereof and/or any of its rights, benefits or obligations under this Agreement. Developer must provide the following:

- (a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written notice of same to the City;
- (b) the Notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;
- (c) the Notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance;
- (d) the Notice must be signed by a duly authorized person representing the Developer and a duly authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment transfer or other conveyance.

Section 16.11. No Joint Venture.

Nothing contained in this Agreement or any other agreement between the Developer and the City is intended by the Parties to create a partnership or joint venture between the Developer, on the one hand, and the City on the other hand and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other. Each Party shall be responsible for any and all suits, demands, costs or actions proximately resulting from its own individual acts or omissions.

Section 16.12. Estoppel Certificates. From time to time within fifteen (15) business days of a written request of the Developer or any future Developer, and upon the payment of a \$100.00 fee to the City, the Mayor, or his/her designee is authorized, in his official capacity and to his reasonable knowledge and belief, to execute a written estoppel certificate in form approved by the City Attorney, identifying any obligations of a Developer under this Agreement that are in default. No other representations in the Estoppel shall be made by the City.

Section 16.13. Independence of Action.

It is understood and agreed by and among the Parties that in the design, construction and development of the Public Improvements and any of the related improvements described herein,

and in the Parties' satisfaction of the terms and conditions of this Agreement, that each Party is acting independently, and the City assumes no responsibility or liability to any third parties in connection to the Developer's obligations hereunder.

Section 16.14. Compliance with Disclosure Program. The Developer shall comply with the Disclosure Program attached hereto as Exhibit H.

Section 16.15. Limited Recourse.

No officer, director, employee, agent, attorney or representative of the Developer shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder. No elected official of the City and no agent, attorney or representative of the City shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder.

Section 16.16. Exhibits.

All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 16.17. No Consent to Third Party Financing.

The City does not and shall not consent to nor participate in any way in any third-party financing based upon the Developer's assignment of its right to receive funds pursuant to this Agreement or any Reimbursement Agreement.

Section 16.18. Survival of Covenants.

Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 16.19. No Acceleration.

All amounts due pursuant to this Agreement and any remedies under this Agreement are not subject to acceleration.

Section 16.20. Conditions Precedent.

This Agreement is expressly subject to, and the obligations of the Parties are conditioned upon the City levy of the Assessments or approval of a Reimbursement Agreement.

Section 16.21. No Reduction of Assessments.

Following the issuance of each series of PID Bonds, the Developer agrees not to take any action or actions to reduce the total amount of the Assessments levied in payment of such PID Bonds.

Section 16.22. Recording Fees.

Any fees associated with the recording of documents in the real property records of Harris County in order to give initial notice of the Assessments or made pursuant to the Act, shall be paid by the Developer. Ongoing recording in the real property records of Harris County of updates to the Service and Assessment Plan shall be paid as an administrative expense of the PID.

Section 16.23. Anti-Boycott Verification.

The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 16.23 shall survive termination of the Agreement until the statute of limitations has run.

Section 16.24. Iran, Sudan and Foreign Terrorist Organizations

The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 16.24 shall survive termination of the Agreement until the statute of limitations has run.

Section 16.25. Governing Law.

The Agreement shall be governed by the laws of the State of Texas without regard to any choice of law rules; and venue for any action concerning this Agreement and the Reimbursement Agreement shall be in the State District Court of Harris County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

#### Section 16.26. Petroleum.

The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 16.26 shall survive termination of the Agreement until the statute of limitations has run.

#### Section 16.27. Firearms.

The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section. As used in the foregoing verification, ‘discriminate against a firearm entity or firearm trade association: (a) means, with respect to the firearm entity or firearm trade association, to: (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (b) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association. As used in the foregoing verification, (a) ‘firearm entity’ means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government

Code), and (c) 'firearm trade association' means a person, corporation, unincorporated association, federation, business league, or business organization that: (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual); (ii) has two or more firearm entities as members; and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 16.27 shall survive termination of the Agreement until the statute of limitations has run.

Section 16.28. Conflict.

In the event of any conflict between this Agreement and any Indenture authorizing the PID Bond, the Indenture controls. In the event of any conflict between this Agreement and the Reimbursement Agreement, the Reimbursement Agreement shall control, except that in all cases, Applicable Law shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**CITY OF FRIENDSWOOD**

By:

Name:

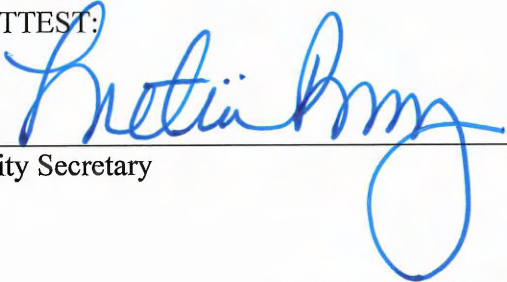


Morad Kabiri

Title:

City Manager

ATTEST:

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



[SIGNATURES CONTINUE ON NEXT PAGE]



**EXHIBIT A**

**PROPERTY DESCRIPTION**





**METES AND BOUNDS DESCRIPTION**  
**106.472 ACRES (4,637,900 SQUARE FEET)**  
**SARAH MCKISSICK LEAGUE, A-549**  
**CITY OF FRIENDSWOOD**  
**HARRIS COUNTY, TEXAS**

Being a tract or parcel containing 106.472 acres (4,637,900 square feet) of land situated in the Sarah McKissick League, Abstract Number 549, Harris County, Texas; being all of Restricted Reserves "A" and "C", CLEAR CREEK COMMUNITY CHURCH FRIENDSWOOD, a subdivision plat of record at Film Code No. 691601, Harris County Map Records (H.C.M.R.); being the residue of a called 135.778 acre tract of land conveyed to Clear Creek Community Church as described by deed recorded under Harris County Clerk's File (H.C.C.F.) No. 20150231965; said 106.472 acre tract of land being more particularly described as follows (bearings are oriented to the Texas State Plane Coordinate System of 1983, South Central Zone 4204, US Survey Feet, NAD83(NA2011)):

BEGINNING at a 5/8-inch iron rod with cap stamped "GBI PARTNERS" found on the curved southerly right-of-way (R.O.W.) line of F.M. 528 (120 feet wide) and marking the northerly common corner of said Restricted Reserves "A" and "B", CLEAR CREEK COMMUNITY CHURCH; said iron rod also for the northwest corner of the herein described tract;

THENCE, Northeasterly, an arc distance of 311.32 feet along said southerly R.O.W. line and a curve to the right, having a radius of 1,840.08 feet, a central angle of  $09^{\circ}41'36''$ , and a chord which bears North  $76^{\circ}21'49''$  East, 310.94 feet to a point of tangency, from which a disturbed Texas Department of Transportation (TXDOT) aluminum disk found bears South  $07^{\circ}56'$  East, 0.69 feet;

THENCE, North  $81^{\circ}12'37''$  East, along said southerly R.O.W. line, at 90.40 feet passing a 5/8-inch iron rod found marking the northeast corner of said Restricted Reserve "A", continuing in all for a total distance of 1,772.42 feet to a 5/8-inch iron rod found at the base of a concrete pad and marking the northwest corner of a called 28.9270 acre tract of land conveyed to Clear Creek I.S.D. as described by deed recorded under H.C.C.F. No. P598260; said iron rod for the northeast corner of the herein described tract;

THENCE, South  $08^{\circ}47'23''$  East, departing said southerly R.O.W. line, at 1,289.36 feet passing a 5/8-inch iron rod found marking the westerly common corner of said 28.9270 acre tract and a called 10.0000 acre tract of land conveyed to Clear Creek I.S.D. as described by deed recorded under H.C.C.F. No. P598262, continuing in all for a total distance of 2,190.65 feet to a 5/8-inch iron rod with cap stamped "RPLS 3974" found on the northwesterly R.O.W. line of a Harris County Flood Control District drainage easement (150 feet wide) as described by deeds recorded under H.C.C.F. No(s). E449568 and X384682; said iron rod for the southeast corner of the herein described tract;



METES AND BOUNDS DESCRIPTION  
106.472 ACRES (4,637,900 SQ. FT.)  
PAGE 2 OF 4

THENCE, South 38°20'29" West, along said northwesterly R.O.W. line, a distance of 877.99 feet to the call meander line of mean higher water for Clear Creek as per survey prepared by Stephen Blaskey, LSLs, dated October 9, 2015 and for the most southerly corner of the herein described tract;

THENCE, along said mean higher water line of Clear Creek, the following courses and distances:

- North 21°17'29" West, a distance of 80.86 feet to an angle point;
- North 04°22'12" West, a distance of 216.80 feet to an angle point;
- North 32°41'57" West, a distance of 184.39 feet to an angle point;
- North 51°06'03" West, a distance of 159.93 feet to an angle point;
- North 74°03'08" West, a distance of 164.71 feet to an angle point;
- South 48°02'49" West, a distance of 44.69 feet to an angle point;
- North 73°53'13" West, a distance of 47.50 feet to an angle point;
- South 49°24'27" West, a distance of 89.87 feet to an angle point;
- North 75°14'40" West, a distance of 40.66 feet to an angle point;
- South 43°53'50" West, a distance of 146.10 feet to an angle point;
- South 25°05'22" West, a distance of 134.50 feet to an angle point;
- South 83°33'17" West, a distance of 49.30 feet to an angle point;
- South 21°22'27" West, a distance of 73.69 feet to an angle point;
- North 77°09'16" West, a distance of 62.96 feet to an angle point;
- South 59°48'42" West, a distance of 48.72 feet to an angle point;



METES AND BOUNDS DESCRIPTION  
106.472 ACRES (4,637,900 SQ. FT.)  
PAGE 3 OF 4

North 76°29'09" West, a distance of 56.65 feet to an angle point;  
North 88°56'38" West, a distance of 120.31 feet to an angle point;  
North 78°01'47" West, a distance of 221.29 feet to an angle point;  
North 67°13'30" West, a distance of 112.00 feet to an angle point;  
North 50°46'11" West, a distance of 258.04 feet to an angle point;  
North 16°00'41" West, a distance of 99.00 feet to an angle point;  
North 05°32'33" West, a distance of 60.42 feet to an angle point;  
North 23°27'30" East, a distance of 67.18 feet to an angle point;  
North 39°20'14" East, a distance of 42.52 feet to an angle point;  
North 59°56'00" East, a distance of 35.59 feet to an angle point;  
South 84°03'09" East, a distance of 25.53 feet to an angle point;  
South 63°21'49" East, a distance of 25.66 feet to an angle point;  
North 23°23'59" East, a distance of 84.42 feet to an angle point;  
North 27°29'30" East, a distance of 63.48 feet to an angle point;  
North 19°02'35" East, a distance of 103.93 feet to an angle point;  
North 14°38'12" East, a distance of 53.72 feet to an angle point;  
North 13°22'21" West, a distance of 9.00 feet to an angle point;  
North 15°04'35" East, a distance of 70.83 feet to an angle point;  
North 31°32'46" West, a distance of 52.49 feet to an angle point;



METES AND BOUNDS DESCRIPTION  
106.472 ACRES (4,637,900 SQ. FT.)  
PAGE 4 OF 4

North 21°40'27" West, a distance of 75.23 feet to an angle point;

North 29°57'57" West, a distance of 10.93 feet to an angle point;

North 35°55'50" West, a distance of 91.39 feet to a southerly corner of Restricted Reserve "D", CLEAR CREEK COMMUNITY CHURCH;

THENCE, North 20°09'13" East, departing said mean higher high water line of Clear Creek and along the common line of said Restricted Reserves "C" and "D", CLEAR CREEK COMMUNITY CHURCH, a distance of 208.95 feet to a 5/8-inch iron rod with cap stamped "BOUNDARY ONE-RPLS 5489" set marking the most southerly corner of said Restricted Reserve "B" and for an angle point;

THENCE, North 08°44'05" West, along the common line of said Restricted Reserves "B" and "C", CLEAR CREEK COMMUNITY CHURCH, at 608.49 feet passing the westerly common corner of said Restricted Reserves "A" and "C", continuing along a common line of said Restricted Reserves "A" and "B" for a total distance of 854.44 feet to a 5/8-inch iron rod with cap stamped "BOUNDARY ONE-RPLS 5489" set marking a common corner of said Restricted Reserves "A" and "B" and for an angle point;

THENCE, South 81°13'21" West, continuing along a common line of said Restricted Reserves "A" and "B", CLEAR CREEK COMMUNITY CHURCH, a distance of 185.80 feet to a 5/8-inch iron rod with cap stamped "BOUNDARY ONE-RPLS 5489" set marking a common corner of said Restricted Reserves "A" and "B" and for an angle point;

THENCE, North 18°29'00" West, continuing along a common line of said Restricted Reserves "A" and "B", CLEAR CREEK COMMUNITY CHURCH, a distance of 211.51 feet to the POINT OF BEGINNING and containing 106.472 acres (4,637,900 square feet) of land. This description is based upon a Land Title Survey of 106.472 Acres of land prepared by Boundary One, LLC. Project Number 6767-2209-657G.

Compiled by: Christian Offenburger, R.P.L.S.  
Boundary One, L.L.C.  
T.B.P.L.S Firm No. 10084800  
150 W. Shadowbend, Suite 304  
Friendswood, TX 77546  
(281) 648-3131  
www.boundaryone.com  
October 20, 2022

Mb106472.docx

**EXHIBIT B**

**PUD**

[See attached]

ORDINANCE NO. 2023-28

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE FRIENDSWOOD COMPREHENSIVE PLAN TO UPDATE THE FUTURE LAND USE MAP CONCERNING PROPERTY LOCATED AT 3801 FM 528 RD, BEING 106.472 ACRES OF LAND SITUATED IN THE SARAH MCKISSICK LEAGUE, ABSTRACT NUMBER 549, HARRIS COUNTY, TEXAS, INCLUDING (I) ALL OF RESTRICTED RESERVES "A" AND "C" CLEAR CREEK COMMUNITY CHURCH FRIENDSWOOD, A SUBDIVISION PLAT OF RECORD AT FILM CODE NO 691601, HARRIS COUNTY MAP RECORDS (H.C.M.R) AND (II) THE RESIDUE OF A CALLED 135.778 ACRE TRACT OF LAND CONVEYED TO CLEAR CREEK COMMUNITY CHURCH AS DESCRIBED BY DEED RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. 20150231965, CITY OF FRIENDSWOOD, HARRIS COUNTY, TEXAS, FROM PUBLIC AND SEMI PUBLIC AND RETAIL TO MIXED USE; AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FRIENDSWOOD TO CHANGE THE ZONING CLASSIFICATION OF SUCH PROPERTY FROM PLANNED UNIT DEVELOPMENT (ORD. 2015-18) TO A REVISED PLANNED UNIT DEVELOPMENT (PUD) TO ALLOW A MIXED-USE DEVELOPMENT; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

\*\*\*\*\*

WHEREAS, the Friendswood Comprehensive Plan (the "Plan") assists City officials, staff and citizens in making sound decisions affecting the future growth and development of the City and the surrounding area; and

WHEREAS, on October 26, 2023, the Planning and Zoning Commission (the "Commission") reviewed the proposed amendment of the Plan to update the Future Land Use Map contained therein, concerning the property located at 3801 FM 528 Road, Friendswood, Harris County, Teas, being more particularly described as 106.472 acres of land situated in the Sarah McKissick League, Abstract Number 549, Harris County, Texas, including (i) all of Restricted Reserves "A" and "C" Clear Creek Community Church Friendswood, a subdivision plat of record at Film Code No. 691601, Harris County Map Records (H.C.M.R) and (ii) the residue of a called 135.778 acre tract of land conveyed to Clear Creek Community Church as described by deed recorded under Harris County Clerk's File (H.C.C.F.) No. 20150231965, City of Friendswood, Harris County, Texas (the "Property") to change the designation thereof from Public and Semi Public and Retail to Mixed Use; and

WHEREAS, a map depicting the location of the Property is attached hereto, marked Exhibit "A," and made a part hereof for all intents and purposes; and

WHEREAS, on November 6, 2023, a public hearing was conducted at which the public was given the opportunity to give testimony and present written evidence regarding this amendment of the Plan; and

WHEREAS, in accordance with the Friendswood City Code and all applicable laws, the City Council has determined that all public notices have been posted and published and the required hearing on this amendment to the Future Land Use Map has been held; and

WHEREAS, after the Commission's review of the proposed amendment as well as the input received at the public hearing, the City Council desires to amend the Plan to update the Future Land Use Map to better reflect future development within the boundaries of the City; and

WHEREAS, additionally, Madison Development Corp. (the "Owner") made application to the City to change the zoning classification of the Property from Planned Unit Development (Ord. 2015-18) to a revised Planned Unit Development (PUD) to allow a mixed-use development; and

WHEREAS, in accordance with the Friendswood City Code and all applicable laws, the Planning and Zoning Commission and the City Council conducted public hearings on such application, allowing all interested persons the opportunity to be heard; and

WHEREAS, the Planning and Zoning Commission filed with City Council, its final report recommending approval of the application; and

WHEREAS, in accordance with the Friendswood City Code and all applicable laws, the City Council has determined that all public notices have been posted and published and all required hearings on this zoning classification change have been held; and

WHEREAS, the City Council further finds that this ordinance complies with the applicable provisions of the City Charter of the City of Friendswood, the Friendswood City Code and all other applicable laws; and

WHEREAS, after receiving the Commission's final report as well as the input received at the public hearing, the City Council deems it appropriate to approve the application, subject to applicable regulations, restrictions, exceptions, and conditions; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. The facts and matters set forth in the preamble of this ordinance are hereby found to be true and correct.

Section 2. That the City Council of the City of Friendswood, Texas, hereby amends the Friendswood Comprehensive Plan to update the Future Land Use Map concerning the Property to change the Future Land Use Map designation from Public and Semi Public and Retail to Mixed Use. Such amendment is attached hereto as Exhibit "B" and incorporated herein for all intents and purposes.

Section 3. The Official Zoning Map of the City of Friendswood is hereby amended to change the classification of the Property from Planned Unit Development (Ord. 2015-18) to a revised Planned Unit Development (PUD) for the "Friendswood City Center" to allow a

mixed-use development, as further depicted in Exhibit "C-1" and subject to the regulations contained in Exhibit "C-2," which exhibits are attached hereto and incorporated herein for all intents and purposes. The City Council hereby directs the Mayor to sign and the City Secretary to attest to an entry on such map containing the number and effective date of this ordinance along with a brief description of the nature of the change in accordance with Section 3.A.(3), Appendix C of the Friendswood City Code.

Section 4. This ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Friendswood, save and except the change in the Future Land Use Map designation of the Property as described in Section 2 hereinabove and the change in zoning classification of the Property as described in Section 3 hereinabove.

Section 5. A violation of this ordinance is subject to the penalty provisions contained in Section 1-14 of the Friendswood City Code and as otherwise provided by law. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence fail to comply with any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined in an amount not to exceed \$2,000.00. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense.

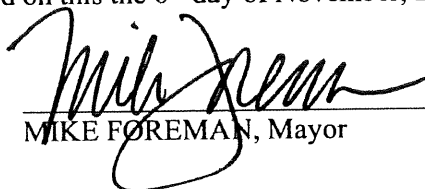
Section 6. That all ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

Section 7. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same, notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 8. The City Secretary shall give notice of the enactment of this ordinance by promptly publishing the caption of this ordinance after final passage in the official newspaper of the City.

Section 9. This ordinance shall take effect upon its publication and the proper entry on the official zoning map in accordance with Section 3.A.(3), Appendix C of the Friendswood City Code.

PASSED, APPROVED and ADOPTED on first and final reading by the affirmative vote of the City Council of the City of Friendswood on this the 6<sup>th</sup> day of November, 2023.

  
MIKE FOREMAN, Mayor



ATTEST:

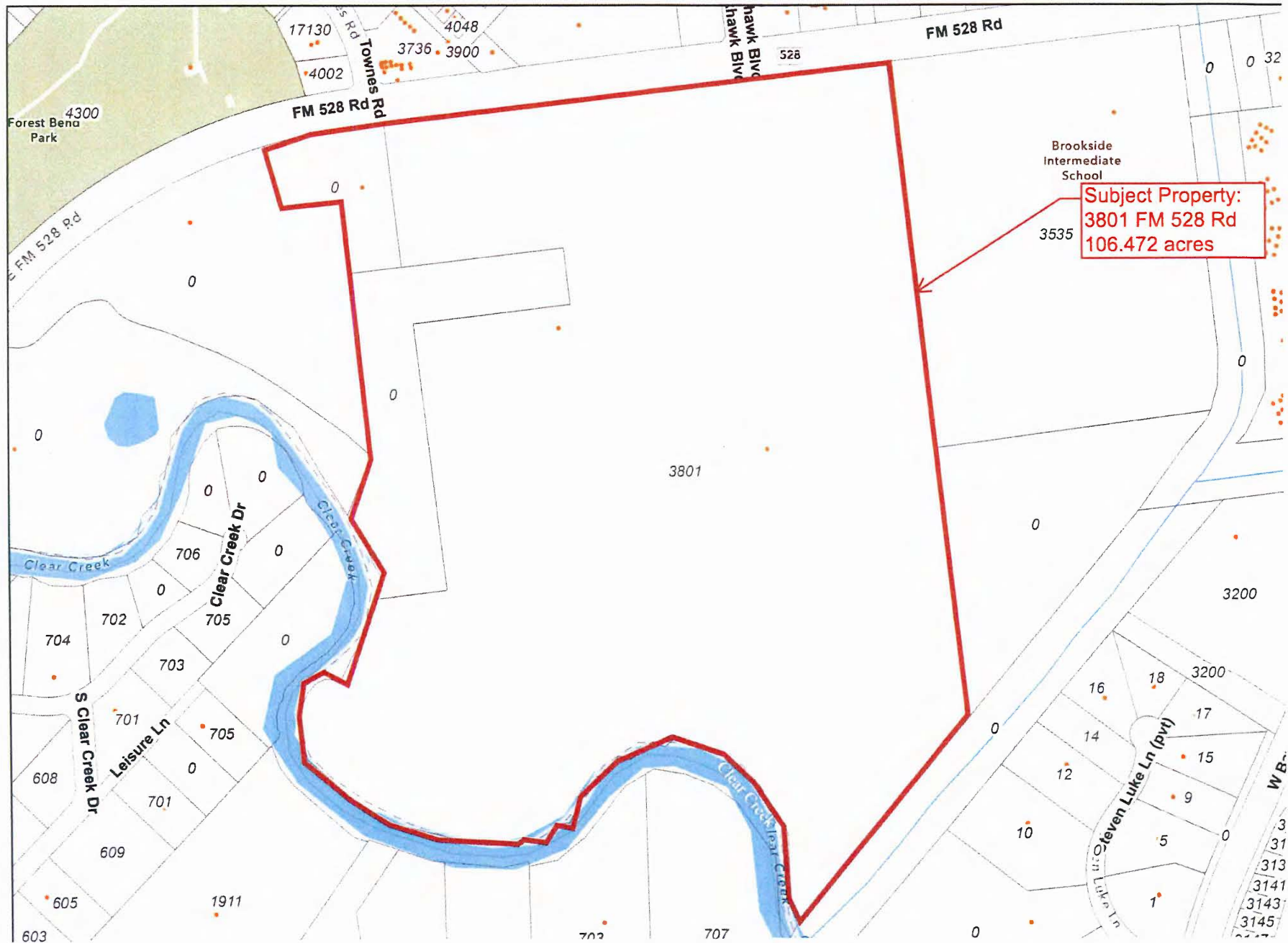
  
\_\_\_\_\_  
LETICIA BRYSCH, City Secretary



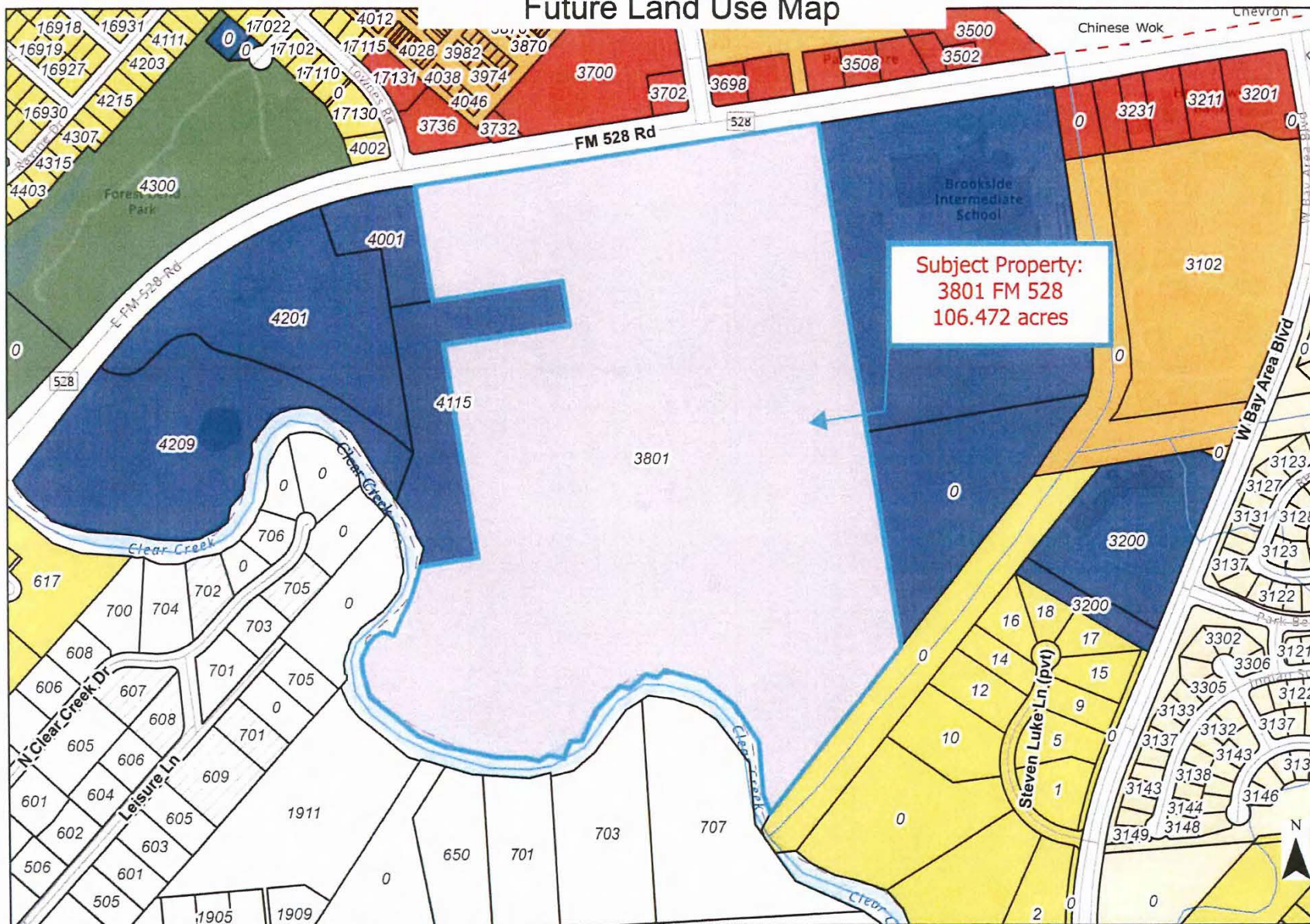
APPROVED AS TO FORM:

  
\_\_\_\_\_  
KAREN L. HORNER, City Attorney

# Location Map



# EXHIBIT D Future Land Use Map



- |  |  |  |                          |
|--|--|--|--------------------------|
| - - - City Limits  | <b>Proposed FLU</b>  | <span style="background-color: #FFD700; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> High Density Residential | - Public and Semi-Public |
| <span style="border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> Parcels | <span style="background-color: #E0E0E0; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> SFR- Estate  | <span style="background-color: #FFD700; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> Mixed Use                | - Regional Detention     |
| - - - Streets  | <span style="background-color: #FFFF00; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> Low Density  | - Retail   | [ZZ] Buyout Lots         |
| - - - Creeks   | <span style="background-color: #90EE90; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> Garden Homes | - Parks  |                          |

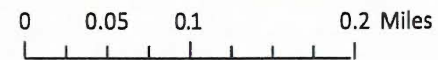




Exhibit "C-2"

**Planned Unit Development  
Friendswood City Center PUD**

Prepared For  
Tannos Development Group, LLC

August, 2023



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## Friendswood City Center PUD

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### INTRODUCTION

#### Purpose

This application has been prepared on behalf of Tannos Development LLC, pursuant to the City of Friendswood's Ordinances related to a Planned Unit Development (PUD). The purpose of the PUD District is to encourage flexibility in the development of land, promote the most appropriate uses, and encourage a cohesive Mixed Use Development. This PUD will establish development regulations and standards that will ensure quality development, consistent with the intent of the Friendswood Subdivision and Zoning Ordinances.

#### Location and Existing Conditions

**Friendswood City Center PUD** is located on a + 107 Acre tract located South of FM 528, with Clear Creek forming a natural boundary on the West and South borders and Brookside Intermediate School to the East. The subject tract will be bisected with an Extension of Blackhawk Blvd from 528 to Bay Area Blvd. Approximately 50 Acres of the site is located within the Flood Way of the Clear Creek Watershed, 38 Acres are located within the AE Flood Zone and 19 Acres are located within the X Flood Zone. The Majority of the area located within the AE Zone will be raised out of the flood plain by mitigation within the Park Area. All Buildings will be constructed above the Flood Plain.

### PROJECT DESCRIPTION

The Planning Concept is to provide a strong neighborhood identity with walkable mixed-use facilities that allow access to services and other businesses without requiring residents to use a car as their main mode of transportation. To accomplish this, Friendswood City Center PUD will combine commercial, retail, hospitality, office, and multifamily residential developments into a vibrant community with walkable streets that support alternative modes of transportation. All areas of the community will be connected with 10-0 wide Shared Use Paths. In the Park Area, the paths will be created out of decomposed granite and will be referred to as trails. In all other areas, the paths will be created using a combination of concrete with paver and stone accents. Path Users are non-motorized and may include but are not limited to: bicyclists, in-line skaters, roller skaters, wheelchair users (both non-motorized and motorized) and pedestrians, including walkers, runners, people with baby strollers, people walking dogs, etc. These facilities will be designed for two-way travel.

For transportation and parking demand management, the concept is to create slower-paced streets with head-in parking and pavement designed to enhance pedestrian safety. Surface Parking will be minimized with the majority of parking located within above ground parking garages designed to blend in with the building facades. All parking garages will be required to leave at least 20 percent of their parking spaces available for public parking and may be a fee lot. All areas, except the gated area of the Multi-Family Residential Development, will have cross parking access.

## **Friendswood City Center PUD**

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### **DEVELOPMENT GUIDELINES**

Unless otherwise outlined in this document, all City of Friendswood Subdivision and Zoning regulations in place at the time this document is adopted shall apply to the PUD. Any change to the below guidelines and/or other applicable regulations shall require a variance or an amendment to the PUD.



## Friendswood City Center PUD

### Building Regulations

Friendswood City Center PUD Regulation Matrix

PUD Zoning District	Units Per Acre	Lot Area Minimum Sq Ft	Lot Width Minimum Sq Ft	Lot Depth Minimum Sq Ft	Front Yard Setback	Rear Yard Setback	Interior Side Yard	Exterior Side Yard	Maximum Height (4 stories)	Landscape Buffer	Landscape Buffer
										Width (FM 528)	Width (Except FM 528)
Lot 1	n/a	15000	100	150	100	10	10	25	40	15	5
Lots 2-5	n/a	15000	100	150	160	10	10	25	40	15	5
Lots 7	29	15000	100	150	0	10	10	10	70	0	0
Lots 8	n/a	15000	100	150	0	10	10	10	70	0	0
Lots 6, 9, 10	29	15000	100	150	50	0	10	25	70	15	5
Lot 11	29	15000	100	150	0	0	10	25	70	0	0
Lot 12 MFR	29	n/a	n/a	n/a	25	0	25	25	70	0	5

Base zoning districts CSC and MFR H per COF Zoning Ordinance

Lot coverage based on approved drainage plan

Landscape buffers may include walkways, boardwalks, patios, plazas, courtyards, bulkheads, retaining walls, and similar structures are permitted in the landscape buffer except for along FM 528.

No multifamily use shall be allowed on the first floor of Lots 6, 7, 9 and 10.

(a) *Street Setbacks:*

Walkways, Boardwalks, Patios, Plazas, Courtyards, bulkheads, retaining walls and similar structures will be permitted in the landscape buffer/setback area except for area abutting FM 528.

Building setback is measured from the right-of-way or property line.

Friendswood City Center PUD

Permitted Use Table

<b>Residential Uses</b>	
Single-Family Residence	
Garden Home Residence	
Multiple-Family Residence—Low Density	
Multiple-Family Residence—Medium Density	P
Multiple-Family Residence—High Density	P
Mobile Home Residence	

	<b>2017 NAICS Industry Descriptions</b>	
	Sexually oriented businesses (Ch. 62)	
<b>11</b>	<b><i>Agriculture, Forestry, Fishing and Hunting</i></b>	
111	Crop production	
1114	Greenhouse, nursery, and floriculture production	
112	Animal production and aquaculture	
113	Forestry and logging	
1133	Logging	
114	Fishing, hunting, and trapping	
115	Support activities for agriculture and forestry	
<b>21</b>	<b><i>Mining, Quarrying, and Oil and Gas Extraction</i></b>	
211	Oil and gas extraction	
212	Mining (except oil and gas)	
213	Support activities for mining	
<b>22</b>	<b><i>Utilities</i></b>	
221	Utilities	
<b>23</b>	<b><i>Construction</i></b>	
236	Construction of buildings	
237	Heavy and civil engineering construction	
238	Specialty trade contractors	
31-33	<b><i>Manufacturing</i></b>	
311	Food manufacturing	
311811	Retail bakeries	
3121	Beverage manufacturing (i.e. Breweries, wineries)	P
3122	Tobacco manufacturing	
313	Textile mills	

Friendswood City Center PUD

314	Textile product mills	
315	Apparel manufacturing	
316	Leather and allied product manufacturing	
3161	Leather and hide tanning and finishing	
321	Wood product manufacturing	
322	Paper manufacturing	
323	Printing and related support activities	
323113	Commercial screen printing	
324	Petroleum and coal products manufacturing	
325	Chemical manufacturing	
325412	Pharmaceutical preparation manufacturing	
326	Plastics and rubber products manufacturing	
3262	Rubber product manufacturing	
327	Nonmetallic mineral product manufacturing	
331	Primary metal manufacturing	
332	Fabricated metal product manufacturing	
333	Machinery manufacturing	
334	Computer and electronic product manufacturing	
335	Electrical equipment, appliance, and component manufacturing	
33591	Battery manufacturing	
336	Transportation equipment manufacturing	
337	Furniture and related products manufacturing	
339	Miscellaneous manufacturing	
3391	Medical equipment and supplies manufacturing	
<b>42</b>	<b>Wholesale Trade</b>	
423	Merchant wholesalers, durable goods	O
424	Merchant wholesalers, nondurable goods	O
425	Wholesale trade agents and brokers	O
<b>44-45</b>	<b>Retail Trade</b>	
4411	Automobile dealers	
4412	Other motor vehicle dealers	
4413	Automotive parts, accessories, and tire retailers (i.e. Auto Zone, O'Riley's)	
4491	Furniture and home furnishing retailers	P
4492	Electronics and appliance retailers	P
444	Building material and garden equipment and supplies dealers	
444180	Other building material dealers	
445	Food and beverage retailers	P
4561	Health and personal care retailers	P
457	Gasoline stations and fuel dealers (Lot 5 only)	P

**Friendswood City Center PUD**

45712	Other gasoline stations	
458	Clothing, clothing accessories, shoe, and jewelry retailers	P
4591	Sporting goods, hobby, and musical instrument, retailers	P
4592	Book retailers and news dealers	P
4593	Florists	P
4594	Office supplies, stationary, and gift retailers	P
455	General merchandise retailers	P
4595	Used merchandise retailers	P
45993	Manufactured (mobile) home dealers	
459910	Pet and Pet Supply Retailers	P
459920	Art Dealers	P
<b>48-49</b>	<b><i>Transportation And Warehousing</i></b>	
481	Air transportation	O
482	Rail transportation	O
483	Water transportation	O
484	Truck transportation	O
485	Transit and ground passenger transportation	O
486	Pipeline transportation	O
487	Scenic and sightseeing transportation	O
488	Support activities for transportation	O
48841	Motor vehicle towing	
491	Postal service	
492	Couriers and messengers	O
493	Warehousing and storage	
<b>51</b>	<b><i>Information</i></b>	
513	Publishing industries	P
512	Movie Theaters	P
516	Broadcasting and content providers (i.e. Comcast, Netflix, etc.)	P
517	Telecommunications	O
517121	Telecommunication resellers	O
518	Computing infrastructure providers, data processing, web hosting and related services	
519	Web search portals, libraries, archives, and other information services	O
<b>52</b>	<b><i>Finance and Insurance</i></b>	
521	Monetary authorities—Central bank	P
522	Credit intermediation and related activities	P
522299	International, secondary market, and all other non-depository credit intermediation (i.e., pawn shops)	

Friendswood City Center PUD

523	Securities, commodity contracts, and other financial investments and related activities	P
524	Insurance carriers and related activities	P
525	Funds, trusts, and other financial vehicles	P
<b>53</b>	<b><i>Real Estate and Rental and Leasing</i></b>	
531	Real estate	P
53113	Lessors of mini warehouses and self-storage units	
532	Rental and leasing services (i.e. car rentals, formal wear and costumes, home health equipment, etc.)	
53212	Truck, utility trailer, and RV rental and leasing	
533	Lessors of nonfinancial intangible assets (except copyrighted works)	
<b>54</b>	<b><i>Professional, Scientific and Technical Services</i></b>	
541	Professional, scientific, and technical services	P
54138	Testing laboratories	P
<b>55</b>	<b><i>Management of Companies and Enterprises</i></b>	
551	Management of companies and enterprises	P
<b>56</b>	<b><i>Administrative and Support and Waste Management and Remediation Services</i></b>	
561	Administrative and support services	P
561730	Landscaping services	
56179	Other services to buildings and dwellings	
562	Waste management and remediation services	
<b>61</b>	<b><i>Education Services</i></b>	
6111	Elementary and secondary schools	
6112	Junior colleges	
6113	Colleges, universities, and professional schools	
6114	Business schools and computer and management training	P
6115	Technical and trade schools	P
6116	Other school and instruction (i.e. dance, gymnastics, tutoring)	P
<b>62</b>	<b><i>Health Care and Social Services</i></b>	
621	Ambulatory health care services	P
622	Hospitals	S
6231	Nursing care facilities—Skilled nursing facilities	S
6232	Residential, intellectual and development disability, mental health, and substance abuse facilities	
623311	Continuing care retirement communities (with on-site nursing)	
623312	Assisted living facilities for the elderly (without on-site nursing)	
624	Social assistance	
6244	Child day care services (childcare centers)	P

Friendswood City Center PUD

6244	Child day care services (registered and/or licensed childcare home)	P
<b>71</b>	<b>Arts, Entertainment and Recreation</b>	
7111	Performing arts (i.e. theater companies, dinner theaters, dance companies, musical groups and artists)	P
7112	Spectator sports	
711320	Promoters of performing arts, sports, and similar events w/o facilities	P
712110	Museums (i.e. art galleries and wax museums)	P
712120	Historical Sites (i.e. state or local historical societies)	P
7131	Amusement parks and arcades	
7132	Gambling industries	
7139	Other amusement and recreation industries (i.e. game rooms, bowling)	P
713940	Fitness and recreational sports centers	P
713990	All other amusement and recreation activities (i.e. mini golf, billiards, escape rooms)	P
<b>72</b>	<b>Accommodation and Food Services</b>	
7211	Traveler accommodation	P
7212	RV (recreational vehicle) parks and recreational camps	
7213	Rooming houses and boardinghouses	
7223	Special food services	P
7224	Drinking places (more than 75% sales of alcoholic beverages)	P
7225	Restaurants and other eating places	P
<b>81</b>	<b>Other Services (Except Public Administration)</b>	
8111	Automotive repair and maintenance	
81112	Automotive body, paint, interior, and glass repair	
8112	Electronic and precision equipment repair and maintenance	
8113	Commercial and industrial machinery and equipment (except automotive and electronic repair and maintenance)	
811430	Footwear and leather goods repair	P
8121	Personal care services	P
812220	Cemeteries	P
8123	Dry cleaning and laundry services	P
8129	Other personal services	P
8131	Religious organizations	
8132	Grantmaking and giving services	O
8133	Social advocacy organizations	O
8134	Civic and social organizations	O
8139	Business, professional, labor, political, and similar organizations	O
814	Private households	
<b>92</b>	<b>Public Administration (City Services)</b>	

## Friendswood City Center PUD

921	Executive, legislative, and other general government support	P
922	Justice, public order, and safety activities	P
92214	Correctional institutions	
923	Administration of human resource programs	P
924	Administration of environment quality programs	P
925	Administration of housing programs, urban planning, and community development	P
926	Administration of economic programs	P
927	Space research and technology	P
928	National security and international affairs	P

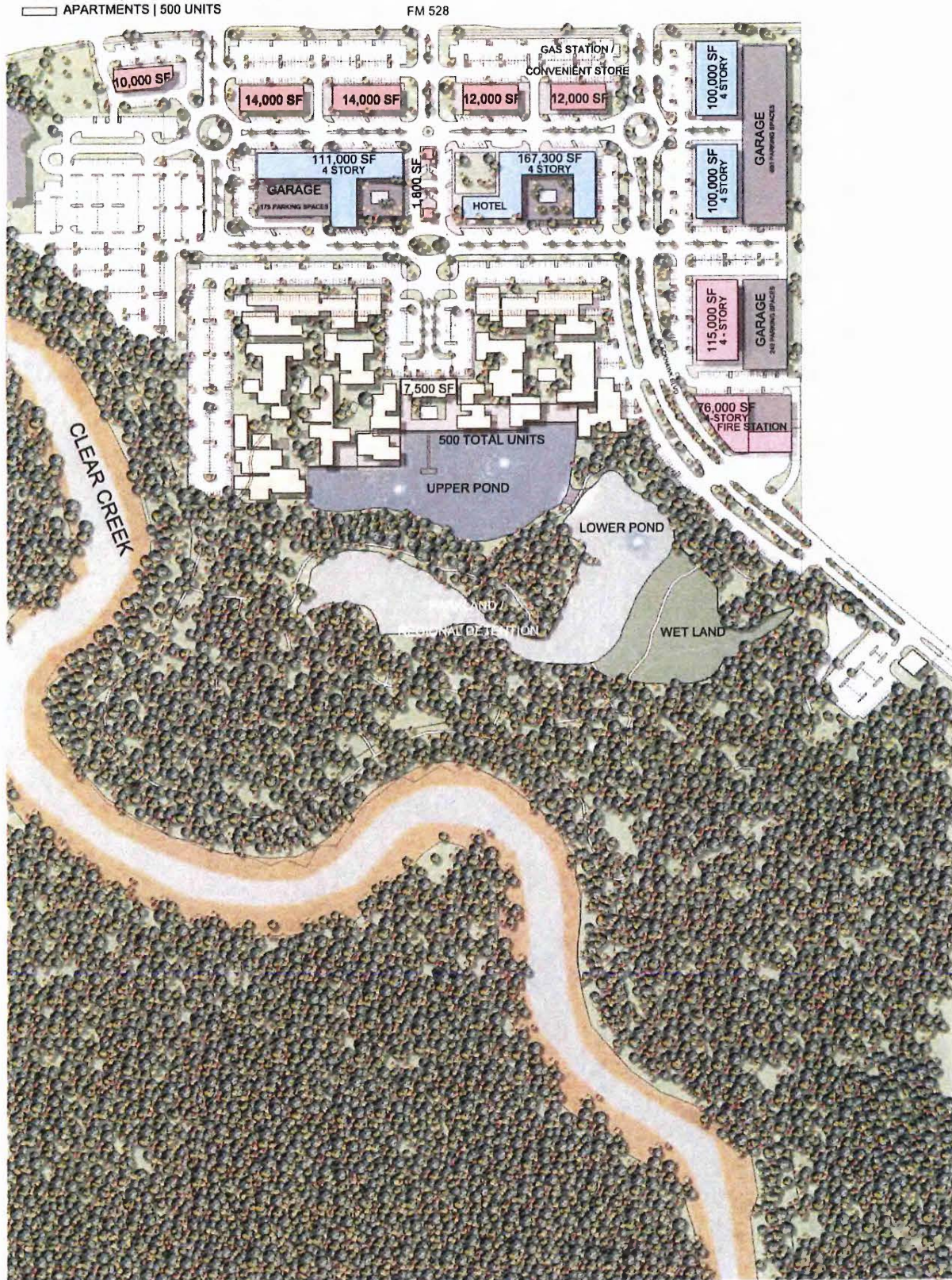
(a) Legend:

1. P: Permitted.
2. S: Special use permit required.
3. O: Office use only.
4. Blank: Not permitted.

- (b) Notwithstanding the permitted uses depicted in this table, which are intended to address uses not otherwise regulated or restricted by federal, state, or related law for protected specific uses, it is the intention of the PUD to fully comply with all such legal requirements. Any applicant who is relying upon any such specific rules or regulations not otherwise addressed in this table shall provide the relevant provisions to the city for review.

Exhibit A | Site Plan

- RETAIL | 63,800 SF
- OFFICE | 191,000 SF
- MIXED USE | 478,300 SF
- GARAGE | 1,215 PARKING SPACES
- APARTMENTS | 500 UNITS





**528 Site Calculations**

	Qty	% of Site		Qty	% of Site	
Lot 1	Total Site Area	69,715 SF	100%	Total Site Area	138,181 SF	100%
	Parking Lot & Drive Area	31,693 SF	45%	Parking Lot & Drive Area	56,006 SF	41%
	Other NonPervious Area	6,249 SF	9%	Other NonPervious Area	24,482 SF	18%
	Bldg SF	10,290 SF	15%	Bldg SF	40,380 SF	29%
	Green Space	21,483 SF	31%	Green Space	17,312 SF	13%
	Parking Spaces	74 Spaces		Parking Spaces	240 Spaces	
Lot 2	Total Site Area	69,066 SF	100%	Total Site Area	138,132 SF	100%
	Parking Lot & Drive Area	34,793 SF	50%	Parking Lot & Drive Area	26,821 SF	19%
	Other NonPervious Area	1,099 SF	2%	Other NonPervious Area	42,377 SF	31%
	Bldg SF	13,882 SF	20%	Bldg SF	40,128 SF	29%
	Green Space	13,292 SF	19%	Green Space	28,806 SF	21%
	Parking Spaces	102 Spaces		Parking Spaces	189 Spaces	
Lot 3	Total Site Area	71,083 SF	100%	Total Site Area	134,038 SF	100%
	Parking Lot & Drive Area	35,660 SF	50%	Parking Lot & Drive Area	77,884 SF	58%
	Other NonPervious Area	7,286 SF	10%	Other NonPervious Area	11,271 SF	8%
	Bldg SF	15,008 SF	21%	Bldg SF	25,800 SF	19%
	Green Space	13,129 SF	18%	Green Space	19,083 SF	14%
	Parking Spaces	108 Spaces		Parking Spaces	296 Spaces	
Lot 4	Total Site Area	70,283 SF	100%	Total Site Area	160,218 SF	100%
	Parking Lot & Drive Area	33,875 SF	48%	Parking Lot & Drive Area	88,420 SF	55%
	Other NonPervious Area	8,861 SF	13%	Other NonPervious Area	14,904 SF	9%
	Bldg SF	12,006 SF	17%	Bldg SF	28,200 SF	18%
	Green Space	15,541 SF	22%	Green Space	28,694 SF	18%
	Parking Spaces	101 Spaces		Parking Spaces	619 Spaces	
Lot 5	Total Site Area	68,747 SF	100%	Total Site Area	76,843 SF	100%
	Parking Lot & Drive Area	33,625 SF	49%	Parking Lot & Drive Area	46,874 SF	61%
	Other NonPervious Area	8,412 SF	12%	Other NonPervious Area	3,221 SF	4%
	Bldg SF	11,999 SF	17%	Bldg SF	17,918 SF	23%
	Green Space	14,711 SF	21%	Green Space	8,830 SF	11%
	Parking Spaces	97 Spaces		Parking Spaces	305 Spaces	
Lot 6	Total Site Area	119,660 SF	100%	Total Site Area	765,801 SF	100%
	Parking Lot & Drive Area	56,297 SF	47%	Parking Lot & Drive Area	287,440 SF	38%
	Other NonPervious Area	6,947 SF	6%	Other NonPervious Area	44,204 SF	6%
	Bldg SF	25,800 SF	22%	Bldg SF	175,895 SF	23%
	Green Space	30,616 SF	26%	Green Space	258,262 SF	34%
	Parking Spaces	296 Spaces		Parking Spaces	780 Spaces	
Public	Total Site Area	2,756,133 SF	n/a	Total Site Area	2,251,203 SF	100%
	Parking Lot & Drive Area	n/a	n/a	Parking Lot & Drive Area	n/a	n/a
	Other NonPervious Area	n/a	n/a	Other NonPervious Area	n/a	n/a
	Bldg SF	n/a	n/a	Bldg SF	n/a	n/a
	Green Space	n/a	n/a	Green Space	n/a	n/a
	Parking Space	325 Spaces	n/a	Parking Spaces		

**Total Site Calculations**

Total Site Area	4,637,900 SF	100%
Parking Lot & Drive Area	809,388 SF	17%
Other NonPervious Area	179,313 SF	4%
Bldg SF	417,306 SF	9%
Green Space	469,759 SF	10%
Parking Spaces	3,532 Spaces	



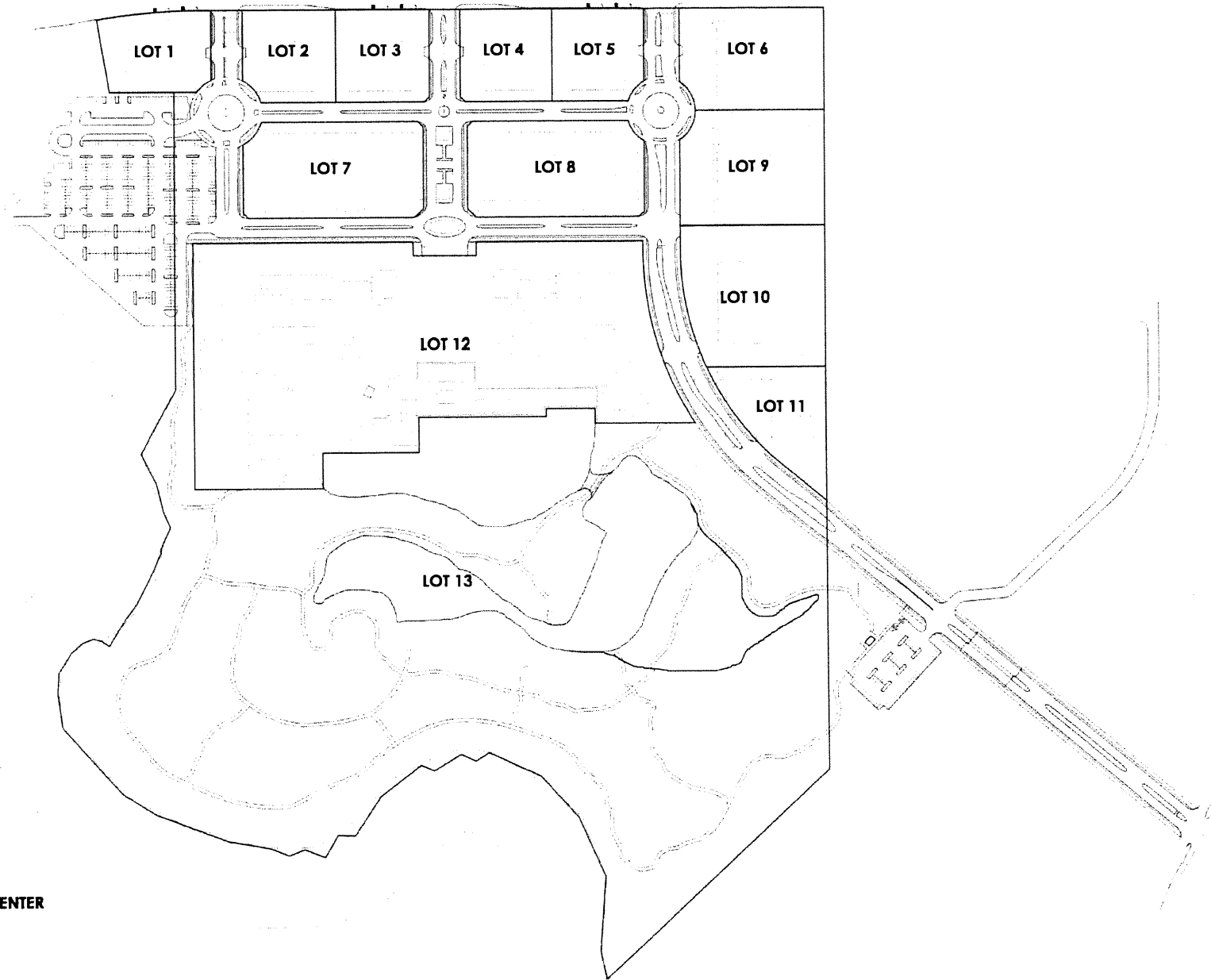


FM 528



**TANNOS**  
DEVELOPMENT GROUP, LLC



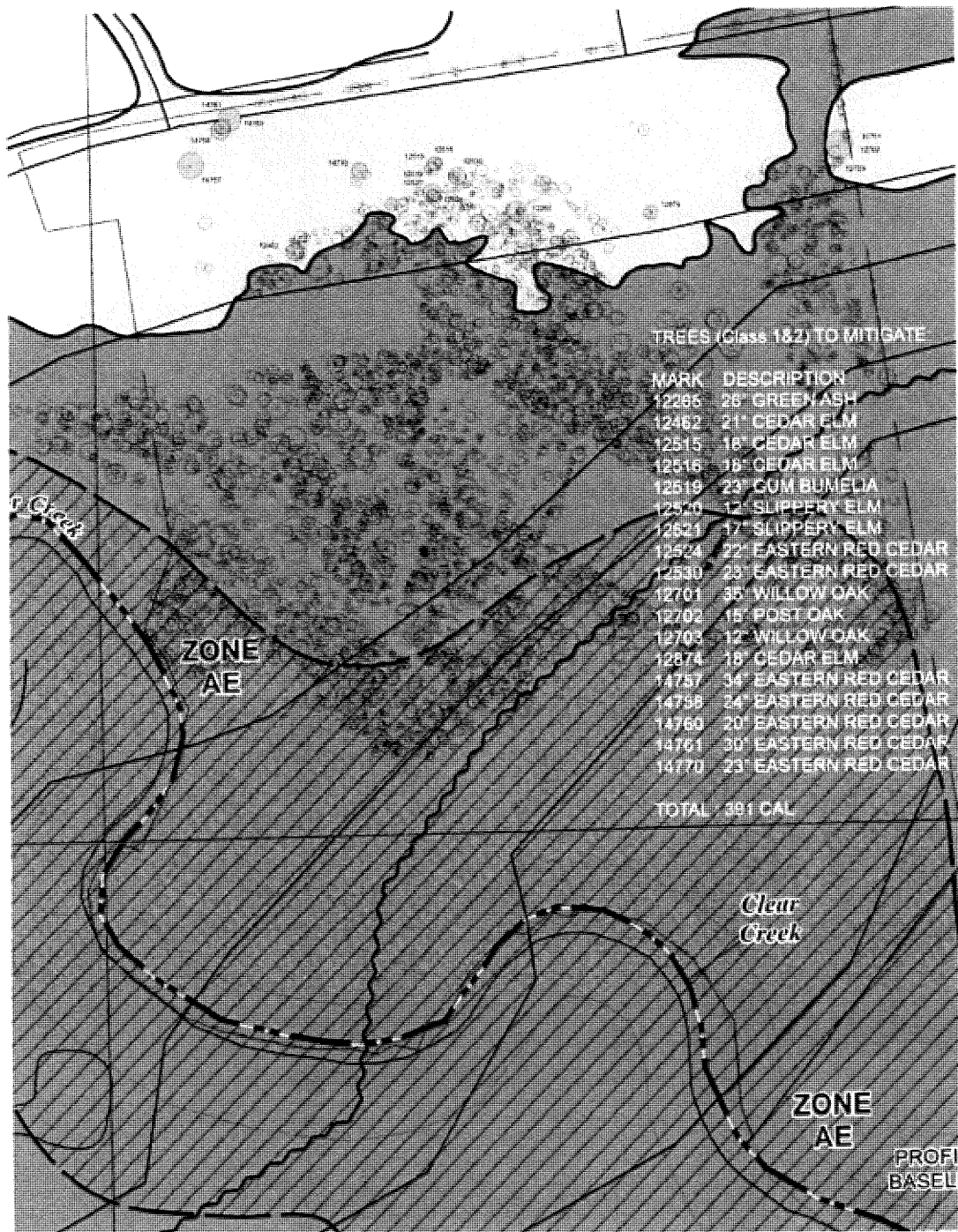


**FRIENDSWOOD CITY CENTER  
SITE PLAN | LOTS**

# Friendswood City Center PUD

## Exhibit B | TREE MITIGATION PLAN

Class 1 and Class 2 Trees to be Mitigated with New On-Site Street Trees of Class 1 & 2 as Follows: 12-24 inch Cal to be replaced with 266 inch cal at 100% = 266 inch cal.  
24.1-36 inch Cal to be replaced with 125 inch cal at 150% = 187.5 inch cal.  
No trees greater than 36 inch Cal.



# Friendswood City Center PUD

## Exhibit C | Mixed Use Parking Calculations

Class	Use	Parking Required	Weekday	Weekday	Weekday	Weekday	Weekend	Weekend	Weekend	Weekend
			Midnight to 7AM	7AM to 5PM	5PM to 9PM	9PM to Midnight	Midnight to 7AM	7AM to 9PM	9PM to 9PM	9PM to Midnight
1	Office	772	38.6	772	231.6	38.6	0	77.2	0	0
	Financial Facility	0	0	0	0	0	0	0	0	0
2	Apartment	996	996	249	498	946.2	996	647.4	498	846.6
	Hotel	255	255	25.5	127.5	216.75	255	25.5	127.5	191.25
3	Clinic (Medical Complex)	450	22.5	450	225	22.5	0	45	0	0
	Clinic (Medical or Dental)	0	0	0	0	0	0	0	0	0
	Veterinary Clinic	0	0	0	0	0	0	0	0	0
4	Industrial/Warehouse/ Manufacturing	0	0	0	0	0	0	0	0	0
	Church	0	0	0	0	0	0	0	0	0
	Day Care	0	0	0	0	0	0	0	0	0
5	School	0	0	0	0	0	0	0	0	0
	Library	0	0	0	0	0	0	0	0	0
	Art Gallery	0	0	0	0	0	0	0	0	0
	Movie Theater	0	0	0	0	0	0	0	0	0
6	Bowling Alley	0	0	0	0	0	0	0	0	0
	Gym/Health Spa	0	0	0	0	0	0	0	0	0
	Dessert Shop	0	0	0	0	0	0	0	0	0
	Small Restaurant	907	90.7	253.3	380.25	202.8	76.05	180.25	90.7	253.3
	Neighborhood Restaurant	0	0	0	0	0	0	0	0	0
7	Restaurant	250	25	125	187.5	100	37.5	187.5	250	125
	Tavern	0	0	0	0	0	0	0	0	0
	Small Bar	0	0	0	0	0	0	0	0	0
	Bar, club or lounge	0	0	0	0	0	0	0	0	0
8	Retail (excluding shopping center)	626	31.3	313	469.5	62.6	31.3	626	469.5	62.6
9	Auto Parts and Supply Store	0	0	0	0	0	0	0	0	0
	All Others	0	0	0	0	0	0	0	0	0
<b>Total</b>		<b>3856</b>	<b>1419.1</b>	<b>2188</b>	<b>2119.35</b>	<b>1589.45</b>	<b>1395.65</b>	<b>1985.85</b>	<b>1852</b>	<b>1478.95</b>
		<b>2188</b>								
	Put 1 if this qualifies as a historic building		0	0						
	Total Reduction			0						
<b>PARKING SPACES REQUIRED:</b>		<b>2188</b>								

Proposed Parking on Site: 3600 Spaces

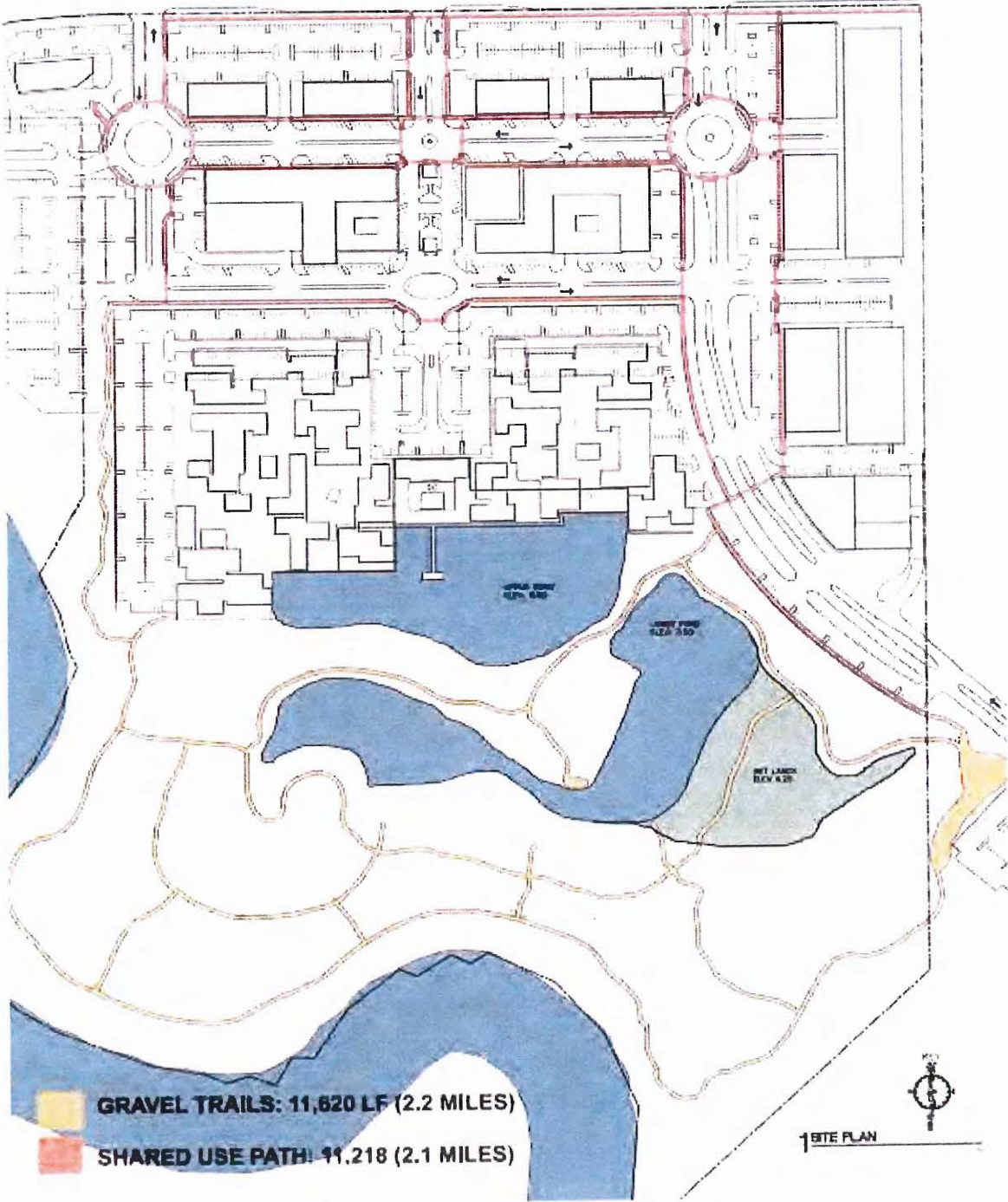
# Friendswood City Center PUD

Parking Calculations per Use based on City of Friendswood Appendix C Parking Group Table:

	RATIO/A AREA	6.0 RETAIL	10.0 REST	3.8 OFF < 25	3.4 OFF 25-100	2.8 OFF > 100	15.0 BAR	4.5 MED COMF	0.4 CHURCH	1.5 HOTEL	1.3 Hotel	1.5 Apt 18	1.8 Apt 26	2.0 Apt 38
LOT1	10,290	5806	4482											
LOT2	11,882	9009	4873											
LOT3	15,006	5713	9293											
LOT4	12,006	6791	5213											
LOT5	12,000	6000	9576											
LOT6	100,000	38000	22000		30000									
LOT7	120,000	25000	35000		25000							45	45	
LOT8	120									120				
LOT9	100,000	28000	22000		70000									
LOT10	112,800		22800				100000							
LOT11	72,000				72000									
LOT12	500 Apts											175	250	75
<b>Totals per Use</b>		<b>626</b>	<b>757</b>	<b>0</b>	<b>772</b>	<b>0</b>	<b>0</b>	<b>450</b>	<b>0</b>	<b>255</b>	<b>0</b>	<b>310</b>	<b>536</b>	<b>150</b>

Friendswood City Center PUD

Exhibit D | Project Trails







14000 Friendswood Blvd  
Friendswood, TX 77641

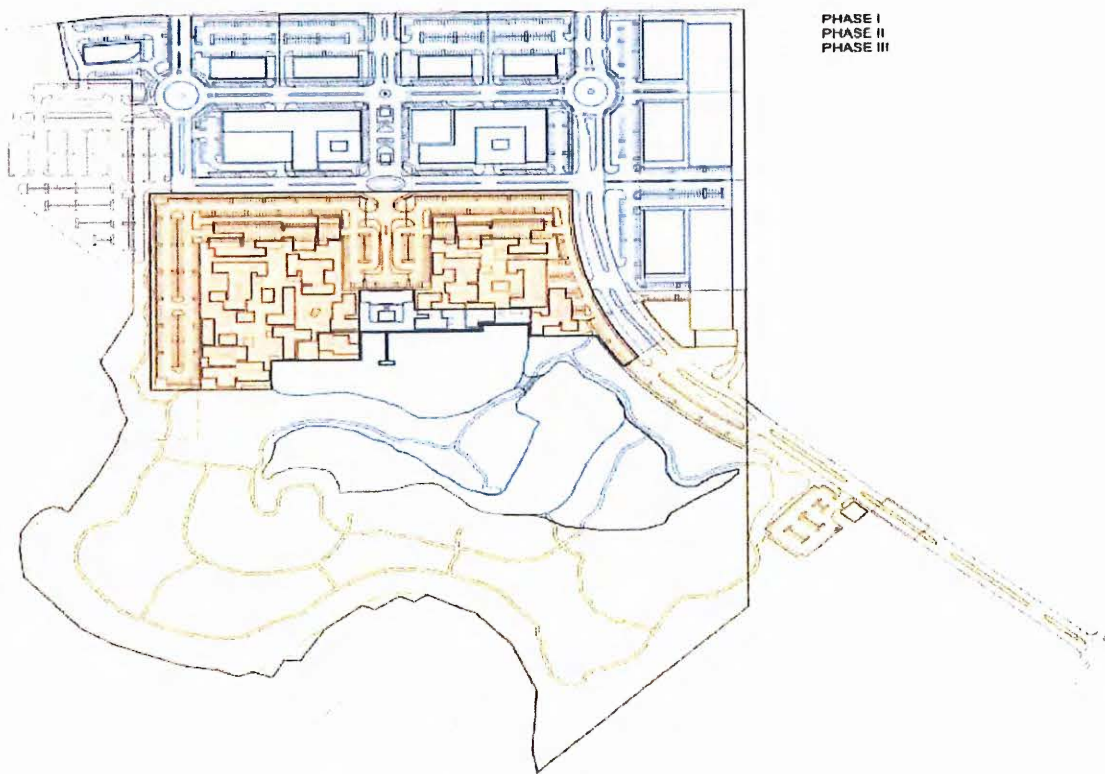
### Bike Trail

14000 Friendswood Blvd  
Friendswood, TX 77641  
713.261.1234

**Friendswood City Center PUD**

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**Exhibit E | Project Phases**



- Phase I:** Excavation of Pond/Detention Area  
Construction of Main Road Corridor and Underground Infrastructure  
Construction of Lots 1-10 to Begin
- Phase II:** Extension of Blackhawk Road  
Construction of Fire Station and Lot 11  
Construction of Public Park
- Phase III:** Phase III Construction may fall at any time after completion of  
the Main Road Corridor and Underground Infrastructure

## Friendswood City Center PUD

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### Exhibit F1 | Exterior Finishes

Exterior Finishes shall incorporate the use of building materials that provide for an aesthetically pleasing and consistent overall development, while recognizing the benefits of diversity. In that regard, the following building materials shall be permitted:

(a.) All exterior walls shall be at least sixty percent (60%) masonry, glass or metal. Masonry coverage calculation does not include doors, windows, window box-outs, or bay windows that do not extend to the foundation.

1. Stone material. Masonry construction using stone material may consist of granite, marble, limestone, slate, and other hard and durable naturally occurring all weather stone. Stone shall be cut and dimensioned stone with natural or machined finishes.
2. Brick material. Brick material used for masonry construction shall be hard fired (kiln fired) clay or slate material which meets the latest version of ASTM standard C216, Standard Specification for Facing Brick (Solid Masonry Unit Made of Clay or Shale), and shall be Severe Weather (SW) grade, and Type FBA or FBS or better.
3. Concrete masonry units. Concrete masonry units used for masonry construction shall meet the latest version of the following applicable specifications; ASTM C90, Standard Specification for Hollow Load Bearing Concrete Masonry Units; ASTM C145, Standard Specification for Solid Load Bearing Masonry Units; ASTM C129, Standard Specification for Hollow and Solid Nonload Bearing Units. Concrete masonry units are not acceptable as an exterior finish.
4. Architectural Concrete Panels. Smooth Prefinished Architectural concrete panel construction is acceptable and may be used as an exterior finish. Concrete Panels poured on site (including tilt-wall construction) may be used but is not acceptable as an exterior finish.
5. Stucco (exterior Portland cement plaster with three (3) coats over metal lath or wire fabric lath with acrylic top coat finish).
6. Cement fiberboard;
7. Architectural glass block (less than 25 percent reflectance).
8. Aluminum Composite Metal Exterior Cladding Panels (ACM). Composite dry joint wall panel rainscreen system with associated aluminum girts, panel splices, bases, head flashing, clips, shims and fasteners.
9. Solid Composite Architectural Panels. Composite dry joint wall panel rainscreen or blind fastened system with associated aluminum girts, panel splices, bases, head flashing, clips, shims and fasteners.

(b) Structures 20,000 square feet or less shall require a minimum of two (2) distinct building materials from the approved masonry list be utilized on all facades to provide architectural detail and interest.

## Friendswood City Center PUD

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(c) Structures over 20,000 square feet shall require a minimum of three (3) distinct building materials from the approved masonry list be utilized on all facades to provide architectural detail and interest.

(d) Secondary materials must cover a minimum of ten percent (10%) of the building facade on all sides.

(e) Roofing materials. Flat roof areas shall be a fifteen (15) year Class A, TDI Approved PVC or TPO membrane roofing system, mechanically or adhered fastened, with a minimum solar reflectance of 0.78 and a minimum thermal emittance of 0.87 (Energy Star). Sloped roof areas shall be standing seam metal finished to match the exterior window frame system and be less than twenty percent (20%) of the buildings total roof area.

(f) Prohibited materials. The following materials are prohibited:

1. Aluminum siding or cladding.
2. Corrugated, metal, plastic, or fiberglass panels.
3. Galvanized, aluminum coated, zinc aluminum coated or unpainted exterior metal except as permitted as architectural accent material.
4. Wood siding or plastic siding.
5. Synthetic stucco, Exterior Insulation and Finish System (EIFS), placed less than four (4) feet above grade.
6. Exposed aggregate.
7. Corten Steel Panels.

# Friendswood City Center PUD

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## Exhibit F1 | Exterior Finishes

### Contemporary Brick (examples of colors)



### Cut Stone, split-faced or honed (examples of colors)



### Wood Composite, (examples of colors)

Approved accent colors to be no more than 15% of building

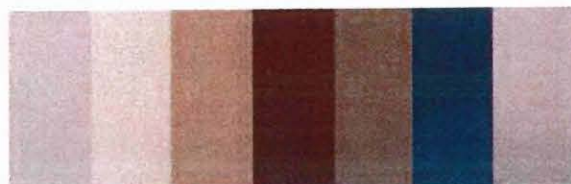


### Primary Paint Colors (examples)

Approved accent colors to be no more than 15% of building



### Composite Metal Panels, (examples of colors)



Friendswood City Center PUD

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Exhibit F2 | Architecture Features and Schematic Design Concepts

Architecture



Focal Points

Friendswood City Center PUD

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Exhibit F2 | Architecture Features and Schematic Design Concepts



**Friendswood City Center PUD**

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**Exhibit F2 | Architecture Features and Schematic Design Concepts**

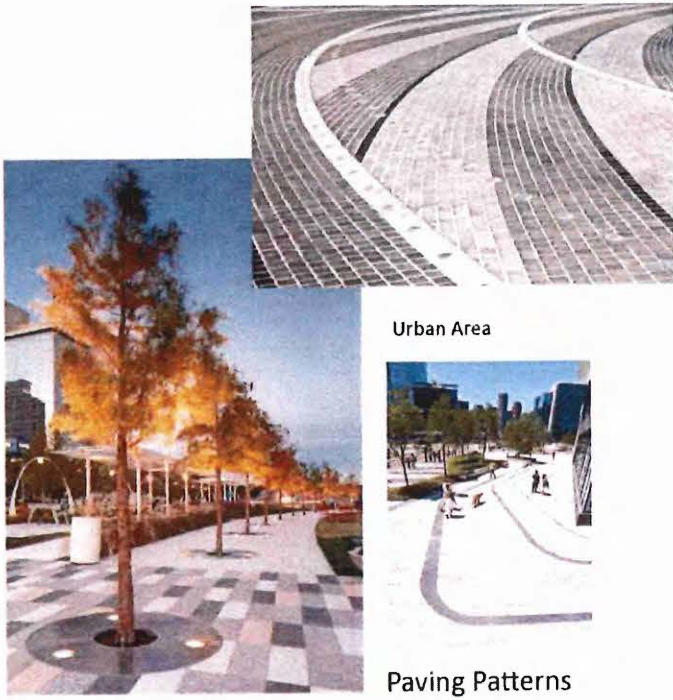




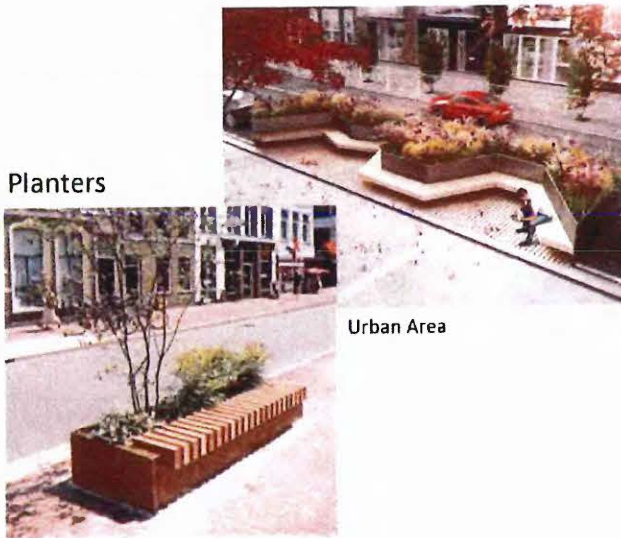
Friendswood City Center PUD

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Exhibit F3 | Examples of Site Amenities



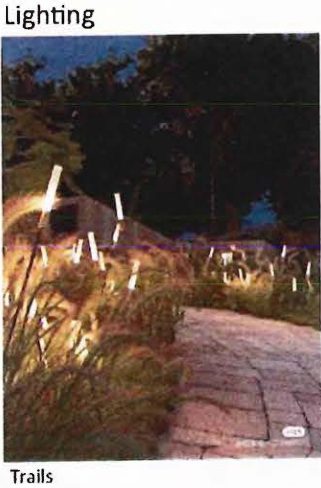
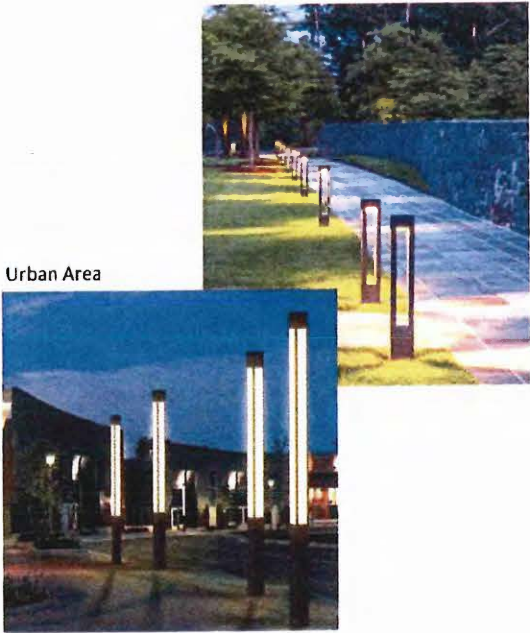
Trails



Water Stations



Exhibit F3 | Examples of Site Amenities



**EXHIBIT C**

**PUBLIC IMPROVEMENTS AND PROJECT COSTS**

The Projects listed and their costs are estimates and final projects and costs of the Public Improvements shall be as set forth in the applicable Service and Assessment Plan. The Service and Assessment Plan will also include costs of issuance for the PID Bonds.



**FRIENDSWOOD CITY CENTER - PUBLIC INFRASTRUCTURE  
 WITHIN CITY OF FRIENDSWOOD  
 ENGINEER'S OPINION OF PROBABLE COST  
 PROJECT NO. 70455-016  
 12/14/2023**

**CONSTRUCTION COST SUMMARY**

UNIT A: SITE PREPARATION	\$ 235,000
UNIT B: CLEARING, GRUBBING, & DEMOLITION	\$ 876,660
UNIT C: POLLUTION PREVENTION AND MISCELLANEOUS	\$ 102,750
UNIT D: EARTHWORK, PAVING & GRADING	\$ 13,931,727
UNIT E: WATER DISTRIBUTION SYSTEM	\$ 993,312
UNIT F: STORM DRAINAGE SYSTEM	\$ 4,845,663
UNIT G: DETENTION	\$ 6,880,375
UNIT H: SANITARY SEWER SYSTEM	\$ 1,227,454
UNIT I: SANITARY LIFT STATION	\$ 1,330,700
UNIT J: MISCELLANEOUS - LANDSCAPING	\$ 14,860,276
UNIT K: MISCELLANEOUS - CIVIL	\$ 6,583,184
CONSTR. CONTINGENCIES (10%)	\$ 5,186,710
ENGINEERING AND SURVEYING	\$ 1,774,145
<hr/>	
<b>TOTAL CONSTRUCTION COSTS</b>	<b>\$ 58,827,956</b>

Notes:

Approved By:

Tyler Munson  
 Managing Partner San Antonio  
 F-9756

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**FRIENDSWOOD CITY CENTER - PUBLIC INFRASTRUCTURE**  
**WITHIN CITY OF FRIENDSWOOD**  
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ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
<u>UNIT A: SITE PREPARATION</u>					
1.	Mobilization	LS	1.00	\$ 200,000.00	\$ 200,000.00
2.	Construction Staking	LS	1.00	\$ 35,000.00	\$ 35,000.00
UNIT A SUB-TOTAL BID					<u>\$ 235,000.00</u>

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ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
<u>UNIT B: CLEARING, GRUBBING, &amp; DEMOLITION</u>					
1.	Light Clearing - Chip and Haul' (including but not limited to removal of trees, stumps, logs, vegetation, fences, rubbish, debris, organic matter and other objectionable material per specification; stripping, stockpiling replacing topsoil; and maintaining positive drainage for the entire site)	AC	22.81	\$ 5,500.00	\$ 125,455.00
2.	Heavy Clearing - Chip and Haul' (including but not limited to removal of trees, stumps, logs, vegetation, fences, rubbish, debris, organic matter and other objectionable material per specification; stripping, stockpiling replacing topsoil; and maintaining positive drainage for the entire site)	AC	71.23	\$ 8,500.00	\$ 605,455.00
3.	3" Force Main Removal and Disposal, Complete in place	LF	1,400.00	\$ 25.00	\$ 35,000.00
4.	30" Force Main Removal and Disposal, Complete in place	LF	1,500.00	\$ 25.00	\$ 37,500.00
5.	12" Waterline Removal and Disposal, Complete in place	LF	2,930.00	\$ 25.00	\$ 73,250.00
UNIT B SUB-TOTAL BID					<u>\$ 876,660.00</u>

**FRIENDSWOOD CITY CENTER - PUBLIC INFRASTRUCTURE**  
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ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
<u>UNIT C: POLLUTION PREVENTION AND MISCELLANEOUS</u>					
1.	Reinforced Filter Fabric Fence	LF	15,000	\$ 1.65	\$ 24,750.00
2.	Inlet Protection, Stage One	EA	17	\$ 80.00	\$ 1,360.00
3.	Inlet Protection, Stage Two	EA	44	\$ 60.00	\$ 2,640.00
4.	Submit N.O.I.s & N.O.T.s, Review PPP, and posting of materials on job site.	LS	1	\$ 3,000.00	\$ 3,000.00
5.	Maintain and Repair RFFF	MO	12	\$ 3,000.00	\$ 36,000.00
6.	PPP Inspection and Reporting	MO	12	\$ 1,000.00	\$ 12,000.00
7.	Street Cleaning	HR	200	\$ 65.00	\$ 13,000.00
8.	Stabilized Construction Exit	EA	2	\$ 3,000.00	\$ 6,000.00
9.	Type II Filter Dam	EA	2	\$ 2,000.00	\$ 4,000.00
	UNIT C SUB-TOTAL BID				<u>\$ 102,750.00</u>

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ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
<u>UNIT D: EARTHWORK, PAVING &amp; GRADING</u>					
1.	8" 4,000 PSI Reinforced Concrete Pavement, Complete in place	SY	20,635	\$ 70.00	\$ 1,444,450.00
2.	7" 4,000 PSI Reinforced Concrete Pavement, Complete in place	SY	33,844	\$ 65.00	\$ 2,199,860.00
3.	6" Reinforced Concrete Curb, Complete in place	LF	29,287	\$ 4.20	\$ 123,006.58
4.	8" Stabilized Subgrade, Complete in place	SY	55,544	\$ 3.60	\$ 199,958.40
5.	4.5" 3,000 PSI Reinforced Concrete Pavement (Sidewalk), Complete in place	SY	6,655	\$ 40.00	\$ 266,200.00
6.	2" Bank Sand Bedding @95% SPD (Sidewalk), Complete in place	SY	6,655	\$ 2.00	\$ 13,310.00
7.	Detention Pond Excavation - Fill and Compaction Onsite, complete in place	CY	268,371	\$ 4.50	\$ 1,207,669.50
8.	Detention Pond Excavation - Fill Offsite, Complete in place	CY	442,014	\$ 17.00	\$ 7,514,238.00
9.	Utility Spoils - Fill Offsite, Complete in place	CY	11,450	\$ 17.00	\$ 194,650.00
10.	Traffic/Street Name Sign, Complete in Place	EA	42	\$ 3,000.00	\$ 126,000.00
11.	Striping, Complete in Place	LS	6,700	\$ 1.55	\$ 10,385.00
12.	Wheelchair Ramps	EA	84	\$ 5,500.00	\$ 462,000.00
13.	Traffic Control - Bay Area Blvd	LS	1	\$ 45,000.00	\$ 45,000.00
14.	Traffic Control - FM 528	LS	1	\$ 125,000.00	\$ 125,000.00
UNIT D SUB-TOTAL BID					<u>\$13,931,727.48</u>



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ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
<u>UNIT E: WATER DISTRIBUTION SYSTEM</u>					
1.	12" C900 PVC CL 150 Water Line, All Depths, Complete in Place	LF	4,793	\$ 80.00	\$ 383,440.00
2.	10" C900 PVC CL 150 Water Line, All Depths, Complete in Place	LF	197	\$ 55.00	\$ 10,835.00
3.	8" C900 PVC CL 150 Water Line, All Depths, Complete in Place	LF	1,846	\$ 50.00	\$ 92,300.00
4.	1.5" C900 PVC CL 150 Water Line, All Depths, Complete in Place	LF	86	\$ 30.00	\$ 2,580.00
4.	12" Jack and Bore, Complete in Place	LF	54	\$ 175.00	\$ 9,450.00
5.	12" Directional Bore, Complete in Place	LF	200	\$ 1,250.00	\$ 250,000.00
6.	12" Wet Connection, Complete in Place	EA	3	\$ 2,400.00	\$ 7,200.00
7.	10" Plug and Clamp, Complete in Place	EA	3	\$ 1,200.00	\$ 3,600.00
8.	8" Plug and Clamp, Complete in Place	EA	8	\$ 1,000.00	\$ 8,000.00
9.	1.5" Plug and Clamp, Complete in Place	EA	1	\$ 200.00	\$ 200.00
9.	1.5" Meter, Complete in Place	EA	1	\$ 5,000.00	\$ 5,000.00
10.	1.5" Double Check Backflow Preventor, Complete in Place	EA	1	\$ 2,500.00	\$ 2,500.00
9.	Fire Hydrant incl. Valve and Tee, Complete in Place	EA	14	\$ 7,500.00	\$ 105,000.00
10.	12" Gate Valve & Box, Complete in Place	EA	15	\$ 3,700.00	\$ 55,500.00
11.	10" Gate Valve & Box, Complete in Place	EA	5	\$ 3,000.00	\$ 15,000.00
12.	8" Gate Valve & Box, Complete in Place	EA	15	\$ 2,100.00	\$ 31,500.00
13.	1.5" Gate Valve & Box, Complete in Place	EA	1	\$ 572.00	\$ 572.00
14.	OSHA Trench Safety System	LF	7,090	\$ 1.50	\$ 10,635.00
UNIT E SUB-TOTAL BID					<u>\$ 993,312.00</u>

**FRIENDSWOOD CITY CENTER - PUBLIC INFRASTRUCTURE  
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ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
<u>UNIT F: STORM DRAINAGE SYSTEM</u>					
1.	24" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	5,609	\$ 115.00	\$ 645,035.00
2.	30" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	831	\$ 145.00	\$ 120,495.00
3.	36" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	1,097	\$ 200.00	\$ 219,400.00
4.	42" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	369	\$ 285.00	\$ 105,165.00
5.	48" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	367	\$ 320.00	\$ 117,440.00
6.	48" CMP (All Cuts), Complete in Place	LF	276	\$ 320.00	\$ 88,320.00
7.	60" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	395	\$ 500.00	\$ 197,500.00
8.	72" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	690	\$ 730.00	\$ 503,700.00
9.	84" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	1,029	\$ 1,100.00	\$ 1,131,900.00
10.	6'x6' Reinforced Concrete Box, C1433 (All Cuts), Complete in Place	LF	772	\$ 1,250.00	\$ 965,000.00
11.	Trench Dewatering	LF	2,073	\$ 35.00	\$ 72,555.00
12.	Type "A" Inlet, Complete in Place	EA	14	\$ 5,500.00	\$ 77,000.00
13.	Type "B-B" Inlet, Complete in Place	EA	42	\$ 4,500.00	\$ 189,000.00
14.	Type "C" Manhole (42" and smaller), Complete in Place	EA	39	\$ 4,500.00	\$ 175,500.00
15.	Type "C" Manhole (42" and smaller) w/ Ty."A" Inlet, Complete in Place	EA	1	\$ 7,500.00	\$ 7,500.00
16.	Type "C" Manhole (48"-72"), Complete in Place	EA	12	\$ 9,000.00	\$ 108,000.00
17.	Type "C" Manhole (84" and Larger), Complete in Place	EA	7	\$ 15,000.00	\$ 105,000.00
18.	OSHA Trench Safety System	LF	11,435	\$ 1.50	\$ 17,152.50
UNIT F SUB-TOTAL BID					<u>\$ 4,845,662.50</u>

**FRIENDSWOOD CITY CENTER - PUBLIC INFRASTRUCTURE**  
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ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
<u>UNIT G: DETENTION</u>					
1.	Backslope Interceptor 10'x10' w/ 24" GCMP (per HCFCD Standards), Complete in Place	EA	8	\$ 14,500.00	\$ 116,000.00
2.	Backslope Swale, Complete in Place	LF	4,000	\$ 5.50	\$ 22,000.00
3.	Stabilization Utilizing Flexterra High Performance Flexible Growth Medium (HP-fgm) w/ 1 Inch within the first 6 Weeks. All Seeds to Have 95% Germination or Higher	AC	15	\$ 3,500.00	\$ 50,750.00
4.	Stabilization Utilizing Standard Hydromulch w/ 1 Inch of Growth Within the first 6 Weeks. All Seeds to Have 95%	AC	8	\$ 3,000.00	\$ 24,000.00
5.	Dewatering	LS	1	\$ 500,000.00	\$ 500,000.00
6.	Reinforced Concrete Slope Paving (5" thick per HCFCD Standards), Complete in Place	SY	1,780	\$ 100.00	\$ 178,000.00
7.	Riprap - Gradation No. 1 (18" thick per HCFCD Standards), Complete in Place	SY	225	\$ 65.00	\$ 14,625.00
8.	Floatable Collection Screen Structure (Per HCFCD Standards), Complete in Place	LS	1	\$ 75,000.00	\$ 75,000.00
9.	Sheet Piling (20 Tall from Top of Bank to Bottom of Pond), Complete in Place	LF	1,400	\$ 3,000.00	\$ 4,200,000.00
10.	4' Retaining Wall Cast In Place, Complete in Place	LF	2,800	\$ 500.00	\$ 1,400,000.00
11.	8' Retaining Wall Cast In Place, Complete in Place	LF	300	\$ 1,000.00	\$ 300,000.00
UNIT G SUB-TOTAL BID					<u>\$ 6,880,375.00</u>

**FRIENDSWOOD CITY CENTER - PUBLIC INFRASTRUCTURE  
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ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
<u>UNIT H: SANITARY SEWER SYSTEM</u>					
1.	12" SDR 26 PVC Sewer (8' - 12' depth), Complete in Place	LF	1,369	\$ 85.00	\$ 116,365.00
2.	12" SDR 26 PVC Sewer (12' - 16' depth), Complete in Place	LF	745	\$ 100.00	\$ 74,500.00
3.	12" SDR 26 PVC Sewer (16' - 20' depth), Complete in Place	LF	0	\$ 125.00	\$ -
4.	8" SDR 26 PVC Sewer (8' - 12' depth), Complete in Place	LF	1,189	\$ 50.00	\$ 59,450.00
5.	8" SDR 26 PVC Sewer (12' - 16' depth), Complete in Place	LF	640	\$ 65.00	\$ 41,600.00
6.	Precast Concrete Manhole, Complete in Place	EA	7	\$ 6,000.00	\$ 42,000.00
7.	Extra Depth for Standard MH 8' - 12' Depth	VF	47	\$ 275.00	\$ 12,925.00
8.	Extra Depth for Standard MH Over 12' Depth	VF	9	\$ 300.00	\$ 2,700.00
9.	8" Sanitary Sewer Plug, Complete in Place	EA	10	\$ 1,000.00	\$ 10,000.00
10.	Trench Dewatering	LF	1,354	\$ 35.00	\$ 47,390.00
11.	28" Force Main, Complete in Place	LF	1,658	\$ 170.00	\$ 281,860.00
12.	6" Force Main, Complete in Place	LF	926	\$ 45.00	\$ 41,670.00
13.	3" Force Main, Complete in Place	LF	1,359	\$ 35.00	\$ 47,565.00
14.	6" Force Main Directional Bore, Complete in Place	LF	200	\$ 1,250.00	\$ 250,000.00
15.	3" Force Main Directional Bore, Complete in Place	LF	200	\$ 750.00	\$ 150,000.00
16.	Air Release Valve for 30", Complete in Place	EA	0	\$ 4,500.00	\$ -
17.	Air Release Valve for 6", Complete in Place	EA	1	\$ 4,000.00	\$ 4,000.00
18.	Air Release Valve for 3", Complete in Place	EA	2	\$ 3,500.00	\$ 7,000.00
18.	30" Force Main Connection to Ex. 30" FM, Complete in Place	EA	2	\$ 10,500.00	\$ 21,000.00
19.	6" Force Main Tie Into Existing MH, Complete in Place	EA	1	\$ 2,500.00	\$ 2,500.00
20.	3" Force Main Tie Into Existing MH, Complete in Place	EA	1	\$ 2,500.00	\$ 2,500.00
19.	OSHA Trench Safety System	LF	8,286	\$ 1.50	\$ 12,429.00
UNIT H SUB-TOTAL BID					<u>\$1,227,454.00</u>

**FRIENDSWOOD CITY CENTER - PUBLIC INFRASTRUCTURE**  
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ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
<u>UNIT I: SANITARY LIFT STATION</u>					
1.	Lift Station, Complete in Place	LS	1	\$1,250,000.00	\$1,250,000.00
2.	6" 4,000 PSI Reinforced Concrete Pavement, Complete in place	SY	370	\$60.00	\$22,200.00
3.	12' Wide 6' Chain Link Gate w/ 2' ft of barbed wire, Complete in place	EA	1	\$5,000.00	\$5,000.00
4.	6' Chain Link Fence w/ 2' ft of barbed wire, Complete in place	LF	214	\$250.00	\$53,500.00
UNIT I SUB-TOTAL BID					<u>\$1,330,700.00</u>

**FRIENDSWOOD CITY CENTER - PUBLIC INFRASTRUCTURE  
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ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
<u>UNIT J: MISCELLANEOUS - LANDSCAPING</u>					
1.	Bath House *	SF	650	\$435.00	\$282,750.00
2.	Site Utilities ROW *	EA	16	\$850.00	\$13,600.00
3.	Benches/ Admen *	EA	45	\$1,650.00	\$74,250.00
4.	Landscape ROW *	EA	1	\$2,450,000.00	\$2,450,000.00
5.	Pavers *	SF	35,600	\$15.00	\$534,000.00
6.	Fire Station *	LS	1	\$8,300,000.00	\$8,300,000.00
7.	Decomposed Granite *	CF	80,903	\$5.88	\$475,706.70
8.	Concrete Edge Band *	CF	32,361	\$8.52	\$289,451.17
9.	Limestone Benches *	LF	56	\$1,200.00	\$67,200.00
10.	Landscape *	EA	12,000	\$50.00	\$600,000.00
11.	Solar Lighting *	EA	65	\$3,450.00	\$224,250.00
12.	General Conditions *	EA	1	\$465,360.19	\$465,360.19
13.	Builder Risk Insurance *	EA	1	\$188,470.88	\$188,470.88
14.	Liability Insurance *	EA	1	\$125,647.25	\$125,647.25
15.	Sales Tax *	EA	1	\$518,294.91	\$518,294.91
16.	Profit *	EA	1	\$251,294.50	\$251,294.50
UNIT J SUB-TOTAL BID					<u>\$ 14,860,276</u>

\* LANDSCAPING, PARK, AND AMMENITY ESTIMATES ON THIS ENGINEER'S OPINION OF PROBABLE COST WERE PROVIDED BY DIAMOND DEVELOPMENT GROUP.

**FRIENDSWOOD CITY CENTER - PUBLIC INFRASTRUCTURE  
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ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
<u>UNIT K: MISCELLANEOUS - CIVIL</u>					
1.	Blackhawk Intersection Improvements, Complete in place	LS	1	\$ 500,000.00	\$ 500,000.00
2.	Townes Road Intersection Improvements, Complete in place	LS	1	\$ 400,000.00	\$ 400,000.00
3.	Left Turn Lane Southbound at Townes Rd, Complete in Place	LS	1	\$ 150,000.00	\$ 150,000.00
4.	Left Turn Lane Southbound at Blackhawk Blvd, Complete in Place	LS	1	\$ 150,000.00	\$ 150,000.00
5.	Left Turn Lane NorthEastbound at Bay Area Blvd, Complete in Place	LS	1	\$ 150,000.00	\$ 150,000.00
6.	Bridge Westbound (2 lanes) on Blackhawk from Station 27+42.67 to 25+70, Complete in place	LS	1	\$ 1,200,000.00	\$ 1,200,000.00
7.	Bridge Eastbound (2 lanes) on Blackhawk from Station 25+72.33 to 27+37.33, Complete in place	LS	1	\$ 1,200,000.00	\$ 1,200,000.00
8.	Street Lights w/ foundation, Complete in Place	EA	30	\$ 20,000.00	\$600,000.00
9.	Underground Duct Bank	LF	4,300	\$ 400.00	\$1,720,000.00
10.	Private Road 6" 3,500 PSI Reinforced Concrete Pavement, Complete in place	SY	3,950	\$ 55.00	\$217,250.00
11.	Private Road 6" Reinforced Concrete Curb, Complete in place	LF	2,269	\$ 4.20	\$9,529.80
12.	Private Road 8" Stabilized Subgrade, Complete in place	SY	4,215	\$ 3.60	\$15,174.00
13.	Private Road 4.5" 3,000 PSI Reinforced Concrete Pavement (Sidewalk), Complete in place	SY	244	\$ 40.00	\$9,760.00
14.	Private Road 12" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	321	\$ 80.00	\$25,680.00
15.	Private Road 15" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	416	\$ 100.00	\$41,600.00
16.	Private Road 30" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	222	\$ 145.00	\$32,190.00
17.	Private Road 36" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	85	\$ 200.00	\$17,000.00
18.	Private Road Type "C" Manhole (42" and smaller) w/ Ty. "A" Inlet, Complete in Place	EA	6	\$ 7,500.00	\$45,000.00
19.	Private Road Street Lights w/ foundation, Complete in Place	EA	5	\$ 20,000.00	\$100,000.00
UNIT K SUB-TOTAL BID					<u>\$ 6,583,184</u>

**FRIENDSWOOD CITY CENTER - PUBLIC INFRASTRUCTURE  
WITHIN CITY OF FRIENDSWOOD  
ENGINEER'S OPINION OF PROBABLE COST  
PROJECT NO. 70455-016  
12/14/2023**

**ENGINEERING FEES SUMMARY**

<u>BASIC SERVICES</u>	Amount
Engineering and Surveying through Change Order No. 3	\$ <u>1,686,350.00</u>
Geotechnical Engineering	\$ <u>73,441.00</u>
Surveying by Bondary 1	\$ <u>14,354.20</u>
<hr/> <hr/>	
<b>TOTAL ENGINEERING FEES</b>	<b>\$ <u>1,774,145.20</u></b>

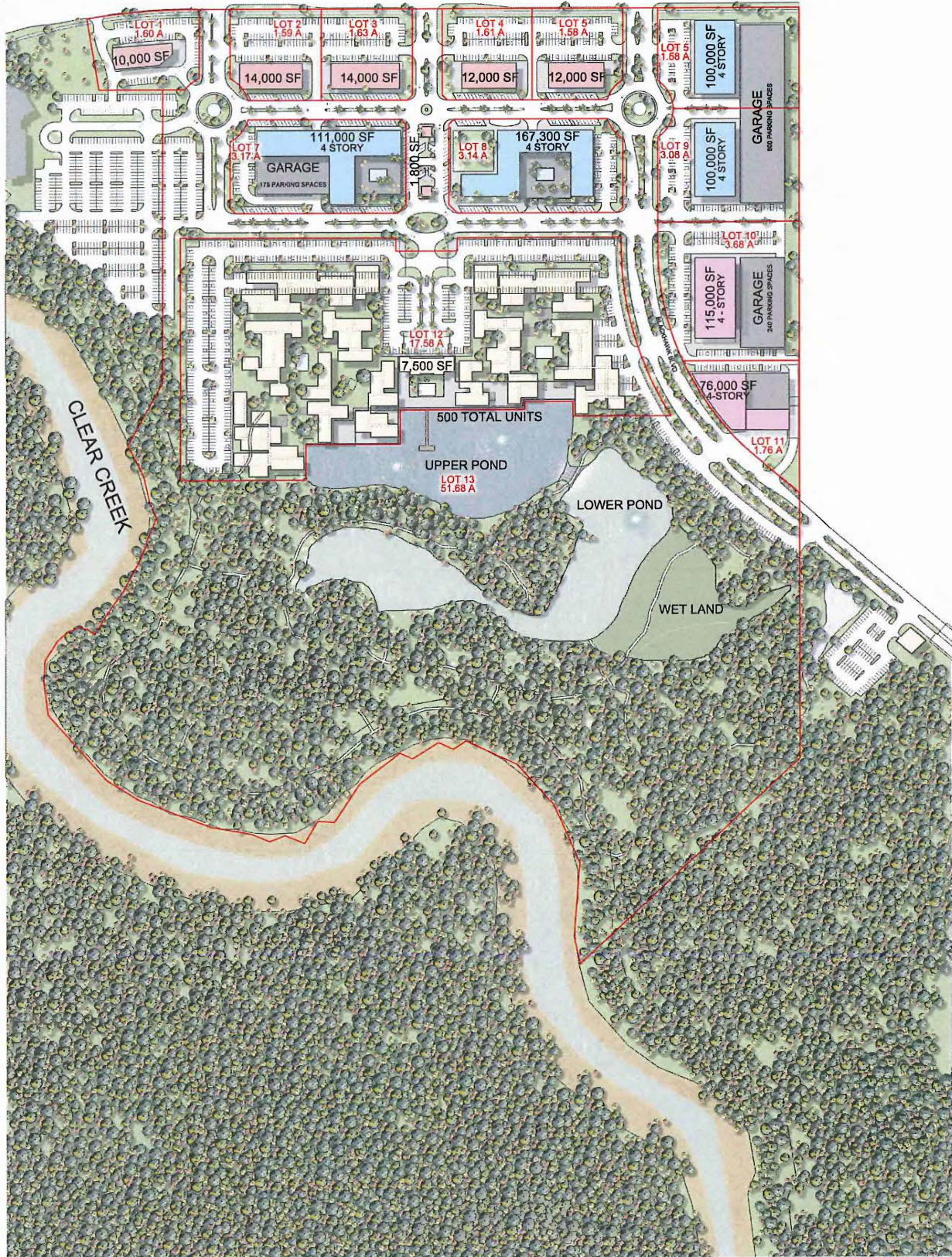


**EXHIBIT D**

**CONCEPT PLAN**

- RETAIL | 62,000 SF
- OFFICE | 191,000 SF
- MIXED USE | 478,300 SF
- GARAGE | 1,215 PARKING SPACES
- APARTMENTS | 500 UNITS

FM 528



**EXHIBIT E**

**LANDOWNER CONSENT**

**CONSENT AND AGREEMENT OF LANDOWNERS**

This Consent and Agreement of Landowner is issued by \_\_\_\_\_, an \_\_\_\_\_, as the landowner (the "Landowner") who collectively hold record title to all property located within the [Friendswood City Center Public Improvement District] (the "PID") created by the City of Friendswood. Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the City's ordinance levying assessments on property within the PID, dated \_\_\_\_\_, 20\_\_, including the Service and Assessment Plan and Assessment Rolls attached thereto (the "Assessment Ordinance"). [TO BE EXECUTED PRIOR TO THE LEVY OF ASSESSMENTS FOR EACH SERIES OF BONDS WITH EACH PHASE ]

Landowner hereby declares and confirms that the Landowner holds record title to all property in the PID which is subject to the Assessment Ordinances, as set forth on Exhibit A. Further, Landowner hereby ratifies, declares, consents to, affirms, agrees to and confirms each of the following:

1. The creation and boundaries of the PID, the boundaries of each Assessed Property, and the Authorized Improvements for which the Assessments are being made, as set forth in the Service and Assessment Plan.
2. The determinations and findings as to benefits by the City in the Assessment Ordinance and the Service and Assessment Plan.
3. The Assessment Ordinance and the Service and Assessment Plan and Assessment Roll.
4. The right, power and authority of the City Council to adopt the Assessment Ordinances and the Service and Assessment Plans and Assessment Roll;
5. Each Assessment levied on each Assessed Property as shown in the Service and Assessment Plan (including interest and Administrative Expenses as identified in the Service and Assessment Plan and as updated from time to time as set forth in the Service and Assessment Plan).
6. The Authorized Improvements specially benefit the Assessed Property in an amount in excess of the Assessment levied on each Assessed Property, as such Assessments are shown on the Assessment Roll.
7. Each Assessment is final, conclusive and binding upon such Landowners, regardless of whether such Landowners may be required to pay Assessments under certain circumstances pursuant to the Service and Assessment Plan.

8. The then-current owner of each Assessed Property shall pay the Assessment levied on the Assessed Property owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance.
9. Delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act.
10. The "Annual Installments" of the Assessments may be adjusted, decreased and extended in accordance with the Service and Assessment Plan, and the then-current owner of each Assessed Property shall be obligated to pay its revised amounts of the Annual Installments, when due, and without the necessity of further action, assessments or reassessments by the City.
11. All notices required to be provided to it under the PID Act have been received and to the extent of any defect in such notice, Landowners hereby waive any notice requirements and consents to all actions taken by the City with respect to the creation of the PID and the levy of the Assessments.
12. That the resolution creating the PID, the Ordinance levying the Assessments, the Service and Assessment Plan and a Notice of Creation of Special Assessment District and Imposition of Special Assessment to be provided by the City, shall be filed in the records of the County Clerk of Harris County, with copies of the recorded documents delivered to the City promptly after receipt thereof by the recording party, as a lien and encumbrance against the Assessed Property.
13. Each Assessed Property owned by the Landowner identified in the Service and Assessment Plan and Assessment Roll are wholly within the boundaries of the PID.
14. There are no Parcels owned by the Landowner within the boundaries of the PID that are not identified in the Service and Assessment Plan and the Assessment Roll.
15. Each Parcel owned by the Landowner identified in the Service and Assessment Plan and Assessment Roll against which no Assessment has been levied was Non-Benefited Property as of \_\_\_\_\_, 20\_\_.

Originals and Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

*[Execution page follows]*

IN WITNESS WHEREOF, the undersigned has caused this Agreement and Consent of Landowner to be executed as of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_, LLC,  
an \_\_\_\_\_

By:

By:

By: \_\_\_\_\_  
Name:  
Its

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, as, an \_\_\_\_ limited liability company on behalf of said company.

Notary Public, State of Texas

**EXHIBIT F**

**FORM OF PAYMENT CERTIFICATE**

PAYMENT CERTIFICATE NO. \_\_\_\_\_

Reference is made to that certain Indenture of Trust by and between the City and the Trustee dated as of \_\_\_\_\_ (the "Indenture") relating to the "City of Friendswood, Texas, Special Assessment Revenue Bonds, Series 20\_\_ (Friendswood City Center Public Improvement District Project)" (the "Bonds"). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the \_\_\_\_\_, LLC an \_\_\_\_\_ limited liability company (the "Developer") and requests payment to the Developer (or to the person designated by the Developer) from:

\_\_\_\_\_ the Public Improvement Account of the Project Fund

from \_\_\_\_\_, N.A., (the "Trustee"), in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Public Improvements providing a special benefit to property within the Friendswood City Center Public Improvement District.

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certificate for Payment Form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The itemized payment requested for the below referenced Public Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The itemized amounts listed for the Public Improvements below is a true and accurate representation of the Public Improvements associated with the creation, acquisition, or construction of said Public Improvements and such costs (i) are in compliance with the Development Agreement, and (ii) are consistent with and within the cost identified for such Public Improvements as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.
5. The Developer has timely paid all ad valorem taxes and Annual Installments of Assessments it owes or an entity the Developer controls owes, located in the \_\_\_\_\_ Public Improvement District and has no outstanding delinquencies for such Assessments.

6. All conditions set forth in the Indenture and the Development Agreement for the payment hereby requested have been satisfied.

7. The work with respect to Public Improvements referenced below (or its completed segment) has been completed, and the City has inspected such Public Improvements (or its completed segment).

8. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

**Payments requested are as follows:**

<b>Payee / Description of Public Improvement</b>	<b>Total Cost Public Improvement</b>	<b>Budgeted Cost of Public Improvement</b>	<b>Amount requested be paid from the Public Improvement Account</b>

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and supporting documentation in the standard form for City construction projects.

Pursuant to the Development Agreement, after receiving this payment request, the City has inspected the Public Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

**Payments requested hereunder shall be made as directed below:**

- a. X amount to Person or Account Y for Z goods or services.
- b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

\_\_\_\_\_, LLC,  
an \_\_\_\_\_ limited liability company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVAL OF REQUEST**

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, and finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and authorizes and directs payment of the amounts set forth below by Trustee from the Project Fund to the Developer or other person designated by the Developer as listed and directed on such Certificate for Payment. The City's approval of the Certificate for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Development Agreement, the Reimbursement Agreement, the Indenture, the Service and Assessment Plan, or any other agreement between the parties or that there is a defect in the Public Improvements.

Amount of Payment Certificate Request	Amount to be Paid by Trustee from Improvement Account
\$ _____	\$ _____

**CITY OF FRIENDSWOOD, TEXAS**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT G**

**FORM OF CLOSING DISBURSEMENT REQUEST**

The undersigned is an agent for \_\_\_\_\_, LP, (the “Developer”) and requests payment from:

[the Cost of Issuance Account of the Project Fund][the Improvement Account of the Project Fund] from \_\_\_\_\_, (the “Trustee”) in the amount of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) for costs incurred in the establishment, administration, and operation of the Friendswood City Center Public Improvement District (the “District”), as follows:

<b>Closing Costs Description</b>	<b>Cost</b>	<b>PID Allocated Cost</b>
<b>TOTAL</b>		

In connection to the above referenced payments, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the above referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.
3. The amount listed for the below itemized costs is a true and accurate representation of the Actual Costs incurred by Developer with the establishment of the District at the time of the delivery of the Bonds, and such costs are in compliance with and within the costs as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.
5. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.
6. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

**Payments requested hereunder shall be made as directed below:**

- c. X amount to Person or Account Y for Z goods or services.
- d. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

\_\_\_\_\_, LLC,  
an \_\_\_\_\_ limited liability company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVAL OF REQUEST**

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request to the extent set forth below and authorizes and directs payment by Trustee in such amounts and from the accounts listed below, to the Developer or other person designated by the Developer herein.

Closing Costs	Amount to be Paid by Trustee from Cost of Issuance Account
\$ _____	\$ _____

**CITY OF FRIENDSWOOD, TEXAS**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT H**

### **DISCLOSURE PROGRAM**

The Developer perform the following with respect to disclosure to buyers of residential property in the PID and if lots are sold to third-party builders, shall require in its contracts with such builders within the PID that the builders provide notice to prospective purchasers in accordance with the following minimum requirements:

1. Attach the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30-year payment for such Assessed Parcel) in an addendum to each purchaser's contract on brightly colored paper.
2. Collect a copy of the addendum signed by each buyer and provide to the City.
3. Require signage indicating that the Property for sale is located in a special assessment district and require that such signage be located in conspicuous places within the Development.
4. Notify Settlement Companies that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows.

**EXHIBIT I**

**DRAINAGE IMPROVEMENTS**



**EXHIBIT J**  
**FORM OF DRAINAGE PAYMENT CERTIFICATE**

PAYMENT CERTIFICATE NO. \_\_\_\_\_

Reference is made to that certain development agreement between \_\_\_\_\_ (the “Developer”) and the City, (the “Development Agreement”). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Development Agreement. The Developer requests payment to the Developer (or to the person designated by the Developer) from the City for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Drainage Improvements within the Friendswood City Center Public Improvement District.

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certificate for Payment Form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The itemized payment requested for the below referenced Drainage Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The itemized amounts listed for the Drainage Improvements below is a true and accurate representation of the Drainage Improvements associated with the creation, acquisition, or construction of said Drainage Improvements and such costs (i) are in compliance with the Development Agreement, and (ii) are consistent with and within the cost identified for such Public Improvements as set forth in the Development Agreement and/or the TIRZ Project and Financing Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement and the TIRZ Project and Financing Plan.
5. The Developer has timely paid all ad valorem taxes and Annual Installments of Assessments it owes or an entity the Developer controls owes, located in the City Center Public Improvement District and has no outstanding delinquencies for such taxes or Assessments.
6. All conditions set forth in the Development Agreement and TIRZ Project and Financing Plan for the payment hereby requested have been satisfied.

7. The work with respect to Drainage Improvements referenced below (or its completed segment) has been completed, and the City has inspected such Drainage Improvements (or its completed segment).
8. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

**Payments requested are as follows:**

Payee / Description of Drainage Improvement	Total Cost Drainage Improvement	Budgeted Cost of Drainage Improvement	Amount requested be paid

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and supporting documentation in the standard form for City construction projects.

Pursuant to the Development Agreement, after receiving this payment request, the City has inspected the Drainage Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

**Payments requested hereunder shall be made as directed below:**

- e. X amount to Person or Account Y for Z goods or services.
- f. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

\_\_\_\_\_, LLC,  
an \_\_\_\_\_ limited liability company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVAL OF REQUEST**

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, and finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and authorizes and directs payment of the amounts set forth below to the Developer or other person designated by the Developer as listed and directed on such Certificate for Payment. The City's approval of the Certificate for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Development Agreement, or TIRZ Project and Financing Plan, or any other agreement between the parties or that there is a defect in the Drainage Improvements.

Amount of Payment Certificate Request	Amount to be Paid from Drainage Bond Proceeds	Amount to be paid from TIRZ Revenues
\$ _____	\$ _____	\$ _____

**CITY OF FRIENDSWOOD, TEXAS**

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

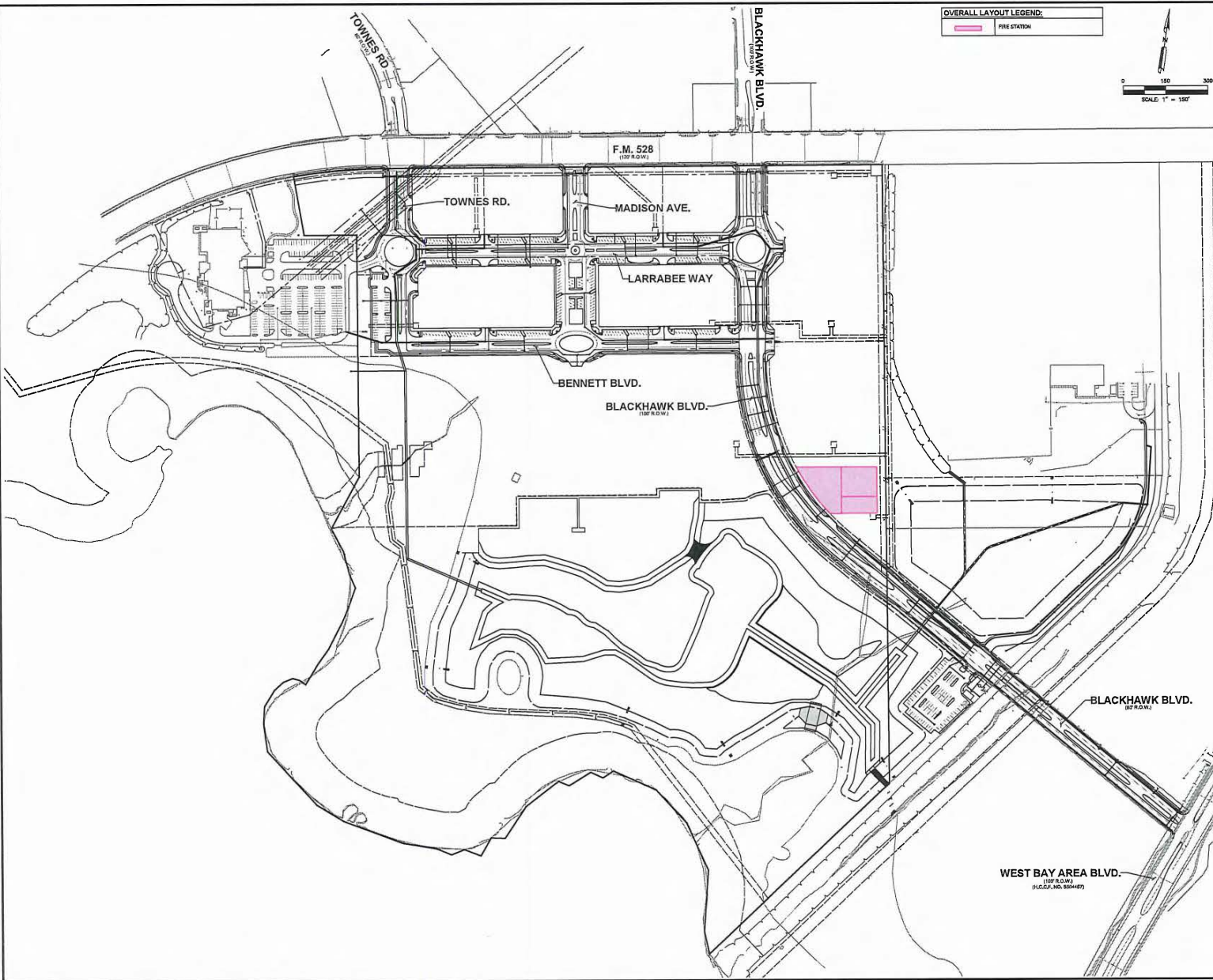
Name: \_\_\_\_\_

Title: \_\_\_\_\_

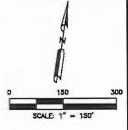
Date: \_\_\_\_\_



EXHIBIT K  
CITY IMPROVEMENTS



OVERALL LAYOUT LEGEND:  
 FIRE STATION



PROJECT NO. 24-100  
 DATE: 07/20/2024  
 DRAWN BY: J. GARCIA  
 CHECKED BY: J. GARCIA  
 DATE: 07/20/2024

**BENCHMARKS:**  
 BENCHMARK: PUBLISHED ELEVATION: 22.00'  
 ALL ELEVATIONS SHOWN HEREON ARE BASED ON TAMU COUNTY FLOODPLAIN REFERENCE MARK NO. 81050, FROM 1/4\"/>

**FLOOD PLAIN NOTE:**  
 THE SUBJECT TRACT LIES PARTIALLY WITHIN THE 1% FLOODPLAIN, PARTIALLY WITHIN ZONE "A" AREAS DETERMINED TO BE ASSE, THE 100-YEAR FLOODPLAIN (1% ANNUAL FLOODPLAIN CHANCE), PARTIALLY WITHIN SHADZ ZONE "F" AREAS DETERMINED TO BE INSIDE THE SHADZ FLOODPLAIN (1% ANNUAL FLOODPLAIN CHANCE) AS DELINEATED ON THE FLOOD INSURANCE MAP FOR HARRIS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NO. 48167C0010 MAP REVISED AUGUST 15, 2015.  
 DATA PROVIDED BY THE EFFECTIVE FEMA FREMONT MAP 8 INDICATES A 1% ANNUAL CHANCE FLOOD ELEVATION RANGING FROM 16.9 FT TO 21.2 FT ACROSS THE SUBJECT TRACT.

REV	DESCRIPTION	DATE

**WGA**  
 CONSULTING ENGINEERS  
 WARD, OTTEZ & ASSOCIATES, P.L.L.C.  
 TEXAS REGISTERED ENGINEERING FIRM F-37358  
 801 WILLOW AVE, SUITE 107  
 SAN ANGELO, TEXAS 76780  
 76780-2700

FRIENDSWOOD CITY CENTER  
**OVERALL FIRE STATION PLAN**  
 SCALE: 1" = 150'  
 DESIGN: M.R.G.  
 DRAWING: M.R.G.  
 SHEET C1

**OVERALL LAYOUT LEGEND:**

	PROPOSED LEFT TURN IMPROVEMENTS
	PROPOSED SIGNALIZATION IMPROVEMENTS



Date of Issue: 11/11/2011  
 Project: Overall Improvements  
 City District:

Date of Issue: 11/11/2011  
 District: Public Works

Notes:

Note: It is noted that the entire project has received all permits and been found to be in general compliance with the requirements established by the City of Friendswood. The project is a part of the 2010 Capital Plan, which states that the project will be completed by the end of 2011. The project is a part of the 2010 Capital Plan, which states that the project will be completed by the end of 2011. The project is a part of the 2010 Capital Plan, which states that the project will be completed by the end of 2011.

PROJECT DATE: SEPTEMBER 2, 2011

**BENCHMARKS:**  
**BENCHMARK:** PULPHOUSE ELEVATION - 21.67'  
 ALL ELEVATIONS SHOWN HEREON ARE BASED ON HARRIS COUNTY FLOODPLAIN REFERENCE DATUM NO. 81800. FROM L&S AT FM 528/BLVD. - 1/4 MILE WEST ON FM 528 TO CLEAR CRUISE BRIDGE MONUMENT IS ON SIDEWALK ON DOWNSTREAM SIDE OF BRIDGE AT CENTER OF BRIDGE AND 40-50 NORTH OF C&AL GAUGING STATION, (RAVINE 2001 ADD)  
**TEMPORARY BENCHMARK "K":** ELEVATION - 20.05'  
 25' CENTER POINT ON TOWNESS BLVD. LOCATED ON THE CENTER LINE OF FM 528, 44-2500 FEET WEST ON THE INTERSECTION OF THE SOUTH LINE OF FM 528 AND THE WEST LINE OF ANY AVE BLVD.  
**TEMPORARY BENCHMARK "M":** ELEVATION - 20.75'  
 25' CENTER POINT ON TOWNESS BLVD. LOCATED ON THE CENTER LINE OF FM 528, 44-100 FEET WEST FROM THE INTERSECTION OF THE CENTERLINE OF FM 528 AND TOWNESS BLVD. THENCE 44-40 FEET SOUTHEAST TO TBM.

**FLOOD PLAIN NOTE:**  
 THIS SUBJECT TRACT LIES PARTIALLY WITHIN THE 100-YEAR FLOODPLAIN PARTIALLY WITHIN ZONE "AE" AREAS DETERMINED TO BE INSIDE THE 100-YEAR FLOODPLAIN IN ANNUAL FLOODING CHANNELS, PARTIALLY WITHIN ZONE "X" AREAS DETERMINED TO BE INSIDE THE 100-YEAR FLOODPLAIN IN ANNUAL FLOODING CHANNELS AS DELINEATED ON THE FLOOD INSURANCE MAP FOR HARRIS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NO. 49111C00100 MAP REVISED AUGUST 15, 2010.  
 DATA PROVIDED BY THE EFFECTIVE FIRM HEIGHT MAP IS INDICATIVE A 1% ANNUAL CHANCE FLOOD ELEVATION RANGING FROM 18.0 FT TO 21.5 FT ACROSS THE SUBJECT TRACT.

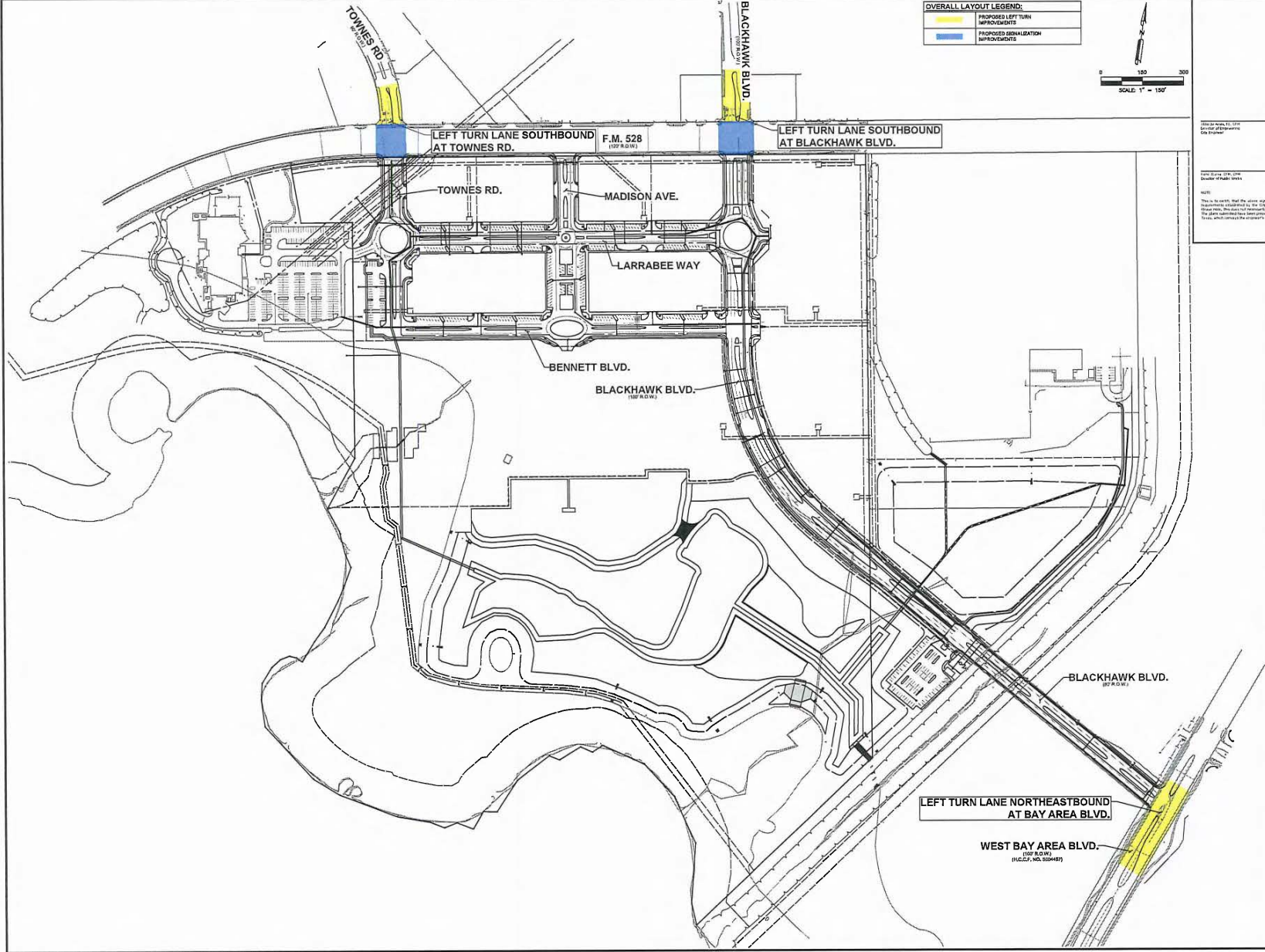
REV	DESCRIPTION	DATE

**WGA**  
**CONSULTING ENGINEERS**  
 WAHDE, GUTZ & ASSOCIATES, PLLC  
 TEXAS REGISTERED ENGINEERING FIRM F-3748  
 501 West Loop 475, Suite 107  
 San Antonio, Texas 78208  
 (512) 682-2700

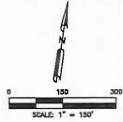
**FRIENDSWOOD CITY CENTER**  
**OVERALL SIGNALIZATION & LEFT TURN LANE PLAN**

SCALE	DESIGN	DRAWN
H: 1" = 150'	M.R.G.	M.R.G.

SHEET  
**C1**



OVERALL LAYOUT LEGEND:  
 PROPOSED LIGHT POLES

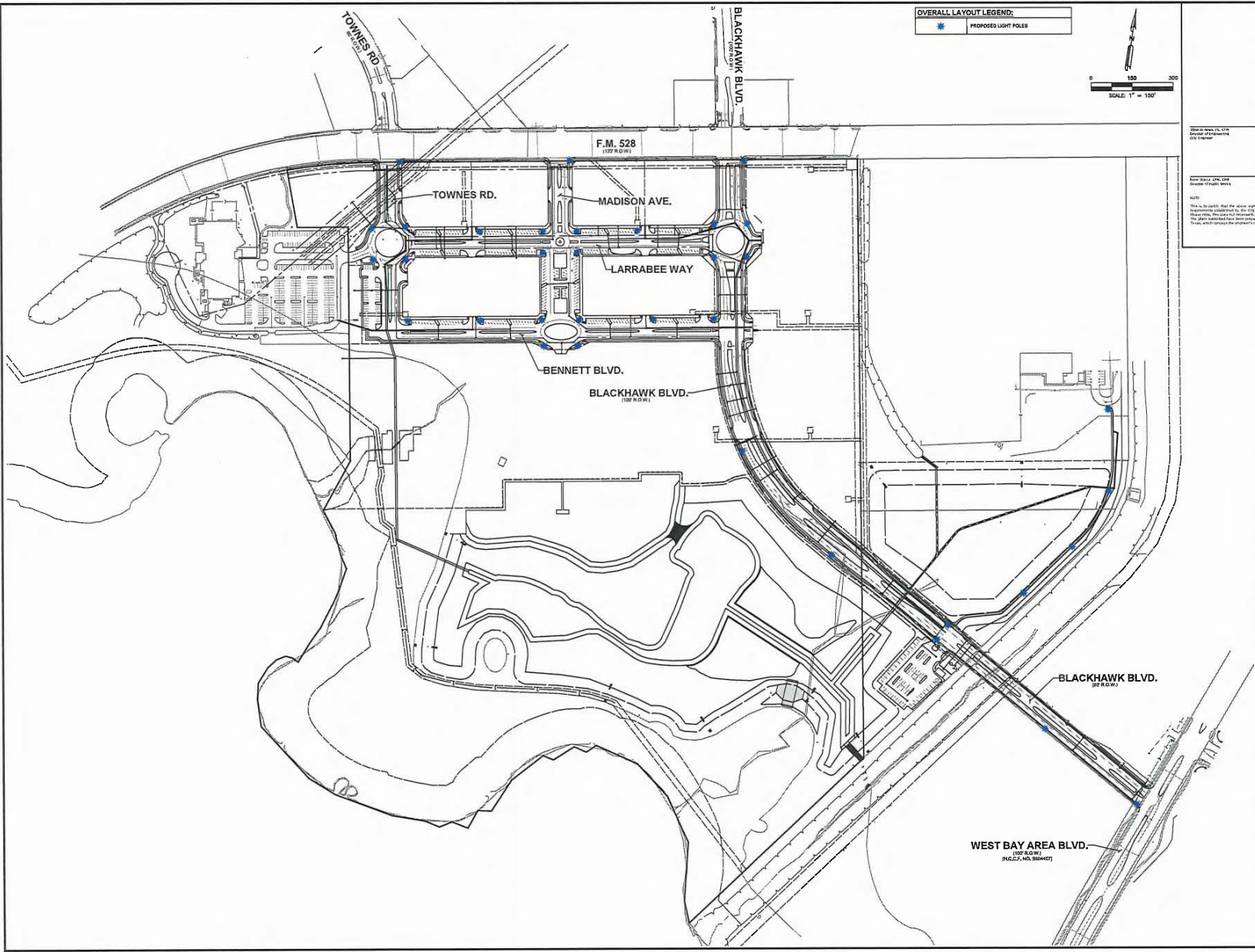


Standard: E.L. 524  
 General Engineering  
 City Engineer

Issue Date: City Seal  
 Division: Public Works

Notes:  
 1. This is to certify that the above signed have received all utility proposals and found them to be in general conformity with the requirements established by the City of Friendswood. The approval is only valid if the utility providers within 15 days of the above date, file their utility proposals with the City Engineer. The approval is not valid if the utility providers do not file their proposals within the above time frame. The City Engineer is not responsible for the utility proposals received by the City Engineer. The utility providers are responsible for the utility proposals received by the City Engineer. The utility providers are responsible for the utility proposals received by the City Engineer.

DATE OF SHEET: 03/18/2015 9:12:02



**BENCHMARKS:**

**BENCHMARK:** PUBLISHED ELEVATION - 29.87'  
 ALL ELEVATIONS SHOWN REFER TO THE SEALS OF TARRANT COUNTY FLOODPLAIN REFERENCE MARK NO. 31080, FROM 148.47' AT FM 528 AND 148.55' WEST ON FM 528 TO CLEAR CHUTE BRIDGE. MONUMENT IS ON SIDEWALK ON DOWNSTREAM SIDE OF BRIDGE AT CENTER OF BRIDGE AND 44-32' NORTH OF C&AL GAGING STATION. (NAVD83 2001 ADJ)

**TEMPORARY BENCHMARK "A":** ELEVATION - 29.52'  
 21' (21' SIDE OF STORAGE PILE), LOCATED ON THE NORTH LINE OF FM 528, 44-288 FEET WEST ON THE INTERSECTION OF THE SOUTH LINE OF FM 528 AND THE WEST LINE OF S&V AREA BLVD.

**TEMPORARY BENCHMARK "B":** ELEVATION - 29.52'  
 21' (21' SIDE OF STORAGE PILE), LOCATED ON THE SOUTH LINE OF FM 528, 44-100 FEET WEST FROM THE INTERSECTION OF THE CENTERLINE OF FM 528 AND TOWNES ROAD, THENCE 44-60 FEET SOUTHWEST TO T&H.

**FLOOD PLAIN NOTE:**  
 THE SUBJECT TRACT LIES PARTIALLY WITHIN THE SEA LOODWAY, PARTIALLY WITHIN ZONE "AC" AREAS DETERMINED TO BE INSIDE THE 100-YEAR FLOODPLAIN IN THE ANNUAL FLOODPLAIN CHANGE, PARTIALLY WITHIN SHADED ZONE "D" AREAS DETERMINED TO BE INSIDE THE 500-YEAR FLOODPLAIN IN AN ANNUAL FLOODPLAIN CHANGE AS DELINEATED ON THE FLOOD INSURANCE MAP FOR HARRIS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NO. 4818700000 MAP REVISED AUGUST 15, 2015.

DATA PROVIDED BY THE EFFECTIVE FIRM FRIENDS MAP 16 INDICATES A 1% ANNUAL CHANCE FLOOD ELEVATION RANGING FROM 143.0 FT TO 143.3 FT ACROSS THE SUBJECT TRACT.

REV	DESCRIPTION	DATE

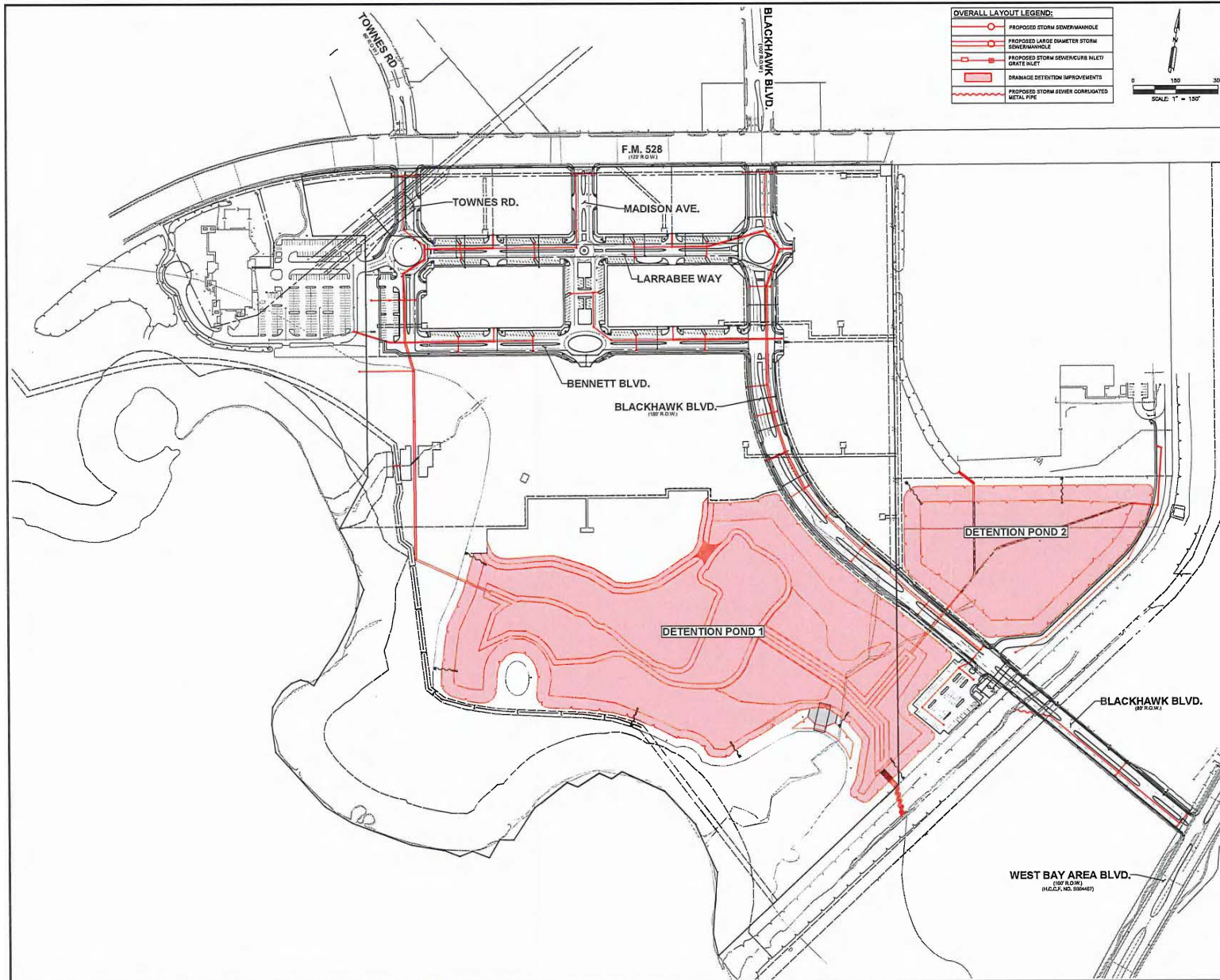
**WGA**  
 CONSULTING ENGINEERS

WARD, OETZ & ASSOCIATES, PLLC  
 TEXAS REGISTERED ENGINEERING FIRM F-8758  
 160 N. Loop W., Ste. 107  
 San Antonio, Texas 78209  
 210.388.3700

FRIENDSWOOD CITY CENTER

**OVERALL LIGHTING PLAN**

SCALE	DESIGN	DRAWN
1" = 100'	M.A.C.	M.A.R.
SHEET		
C1		



WGA CONSULTING ENGINEERS  
 900 NE SAND HILL, SUITE 100  
 SAN ANTONIO, TEXAS 78210  
 TEL: 214.343.1111  
 FAX: 214.343.1112  
 WWW.WGA-CE.COM

DATE: 08/14/2018

PROJECT: FRIENDSWOOD CITY CENTER OVERALL STORM WATER AND DRAINAGE AREA

SHEET: C1

**BENCHMARKS:**

**BENCHMARK:** PUBLIC UTILITY ELEVATION: 24.87  
 ALL BENCHMARKS EXCEPT THE PUBLIC UTILITY BENCHMARK COUNTY FLOODPLAIN REFERENCE MARK NO. 03000, FROM 444 FT. FM 528 TRAVEL, 114.4 FEET WEST ON FM 528 TO CLEAR CREEK BRIDGE. MONUMENT IS ON SIDEWALK ON DOWNSTREAM SIDE OF BRIDGE AT CENTER OF BRIDGE AND 44.40 NORTH OF CLEAR CREEK STATION. (NAVD83, 2011 ADJ)

**TEMPORARY BENCHMARK "1":** ELEVATION: 20.01  
 SET TOP OF CONCRETE CURB LOCATED ON THE SOUTH LINE OF FM 528, 44.50 FEET WEST ON THE INTERSECTION OF THE SOUTH LINE OF FM 528 AND THE WEST LINE OF BAY AREA BLVD.

**TEMPORARY BENCHMARK "2":** ELEVATION: 20.75  
 SET TOP OF CONCRETE CURB LOCATED ON THE SOUTH LINE OF FM 528, 44.50 FEET WEST FROM THE INTERSECTION OF THE CENTERLINE OF FM 528 AND TOWNES ROAD, TRUNK 44.40 FEET SOUTHWEST TO TBM.

**FLOOD PLAIN NOTE:**  
 THIS SUBJECT TRACT LIES PARTIALLY WITHIN THE 45-FLOODWAY, PARTIALLY WITHIN ZONE "A" AREAS DETERMINED TO BE INSIDE THE 50-YEAR FLOODPLAIN, ITS ANNUAL FLOODPLAIN CHANCE, PARTIALLY WITHIN ZONE "X" AREAS DETERMINED TO BE INSIDE THE 50-YEAR FLOODPLAIN, ITS ANNUAL FLOODPLAIN CHANCES DELINEATED ON THE FLOOD INSURANCE MAP FOR HARRIS COUNTY, TEXAS AND INCORPORATED AREAS, MAY NO. 491000000 MAP REVISED AUGUST 13, 2016.

**DATA PROVIDED BY THE EFFECTIVE FEMA FIRMETS MAP "H" INDICATES A 1% ANNUAL CHANCE FLOOD ELEVATION RANGING FROM 18.9 FT TO 31.2 FT ACROSS THE SUBJECT TRACT.**

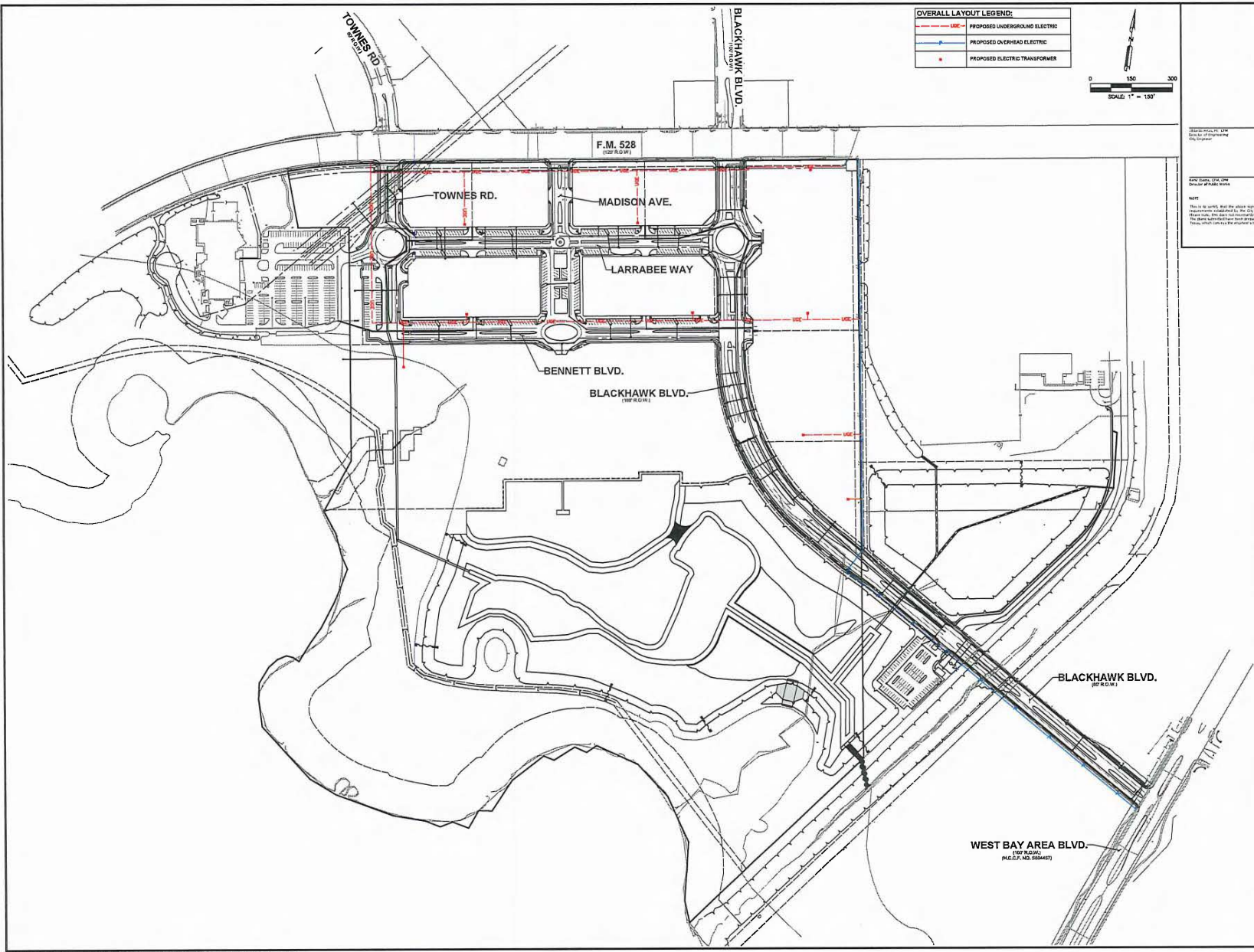
REV	DESCRIPTION	DATE



FRIENDSWOOD CITY CENTER  
**OVERALL STORM WATER AND DRAINAGE AREA**

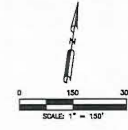
SCALE	DESIGN	DRAWN
1" = 100'	MARK	MARK

**SHEET C1**



**OVERALL LAYOUT LEGEND:**

	PROPOSED UNDERGROUND ELECTRIC
	PROPOSED OVERHEAD ELECTRIC
	PROPOSED ELECTRIC TRANSFORMER



DATE: 09/28/2016  
 PROJECT: FRIENDSWOOD CITY CENTER  
 SHEET: C1  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 DATE: 09/28/2016

**BENCHMARKS:**  
 BENCHMARK: PUBLISHED ELEVATION: 25.67  
 ALL BENCHMARKS SHOWN ON THIS PLAN ARE BASED ON THE TEXAS COUNTY FLOODPLAIN REFERENCE MARK NO. 21000. FROM 1/4 MI. AT FM 528 (1027 R.O.W.) AND 1/4 MI. WEST ON FM 528 TO CLEAR CREEK BRIDGE. MONUMENT IS ON SIDEWALK ON DOWNSTREAM SIDE OF BRIDGE AT CENTER OF BRIDGE AND 1/4 SOUTH OF CLEAR CREEK CATION. (NAVD83, 2001 AD.)  
 TEMPORARY BENCHMARK "A" ELEVATION: 25.66  
 SET TOP FOR ON STEIN WELLS LOCATED ON THE SOUTH LINE OF FM 528, 46.200 FEET WEST ON THE INTERSECTION OF THE SOUTH LINE OF FM 528 AND THE WEST LINE OF BAY AREA BLVD.  
 TEMPORARY BENCHMARK "B" ELEVATION: 25.72  
 SET TOP FOR ON UNDERBREE LOCATED ON THE SOUTH LINE OF FM 528, 46.100 FEET WEST FROM THE INTERSECTION OF THE CENTERLINE OF FM 528 AND TOWNES ROAD, THENCE 46.40 FEET SOUTH/EAST TO TM.

**FLOOD PLAN NOTE:**  
 THIS SUBJECT TRACT LIES PARTIALLY WITHIN THE 1% FLOODWAY, PARTIALLY WITHIN ZONE "A" AREAS DETERMINED TO BE INSIDE THE 1% ANNUAL CHANCE FLOODPLAIN, PARTIALLY WITHIN ZONE "X" AREAS DETERMINED TO BE INSIDE THE 1% ANNUAL CHANCE FLOODPLAIN, PARTIALLY WITHIN ZONE "V" AREAS DETERMINED TO BE INSIDE THE 1% ANNUAL CHANCE FLOODPLAIN. FLOODPLAIN CHARACTERISTICS DETERMINED ON THE FLOOD INSURANCE MAP FOR HARRIS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NO. 49450C01000 WAS REVISED AUGUST 15, 2016.  
 DATA PROVIDED BY THE EFFECTIVE FEMA FIRM ATTE MAP 15 INDICATES A 1% ANNUAL CHANCE FLOOD ELEVATION RANGING FROM 19.0 FT TO 21.2 FT ACROSS THE SUBJECT TRACT.

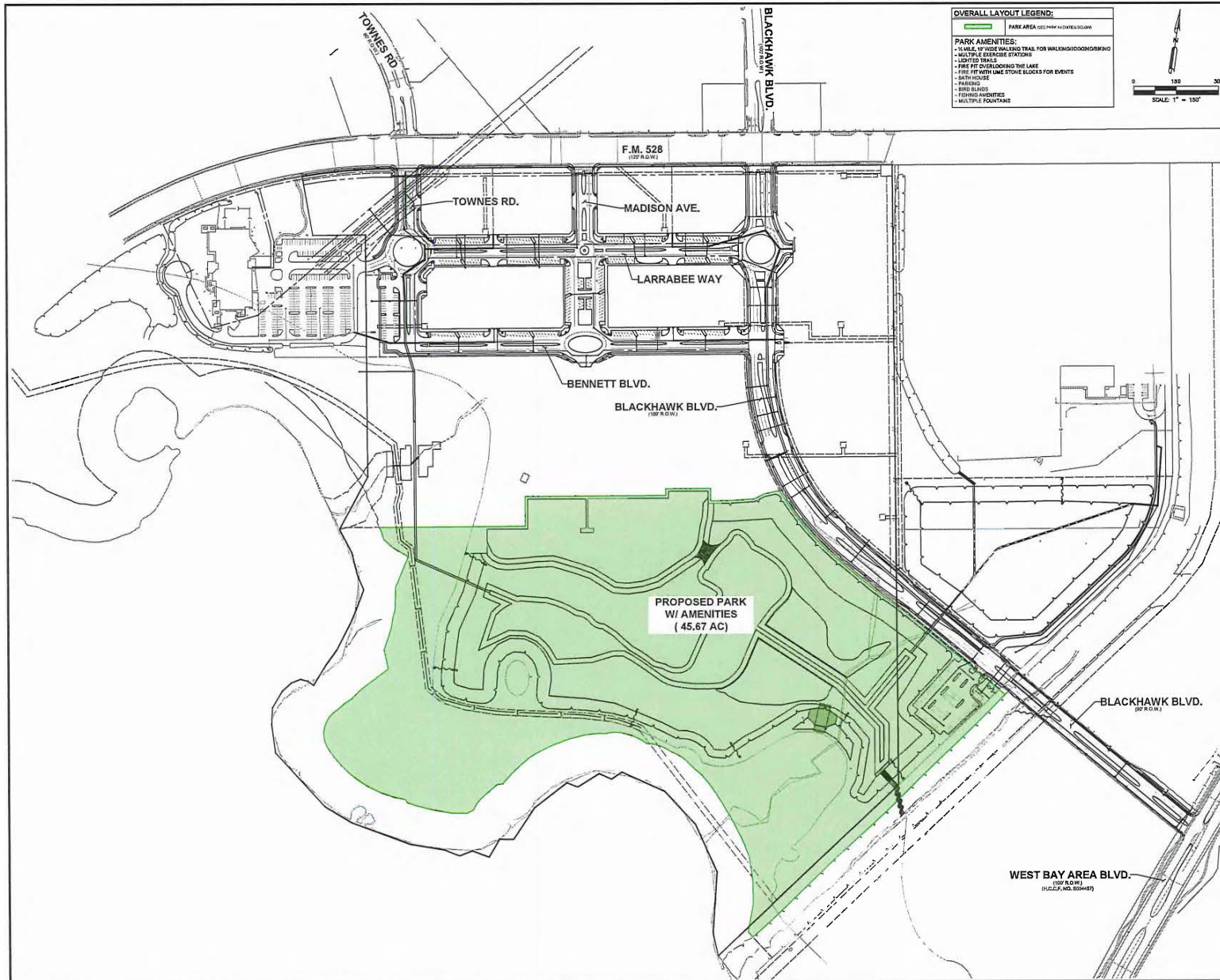
REV	DESCRIPTION	DATE



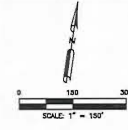
FRIENDSWOOD CITY CENTER  
**OVERALL ELECTRICAL PLAN**

SCALE 1" = 150'	DESIGN M.R.L.	DRAWN M.R.L.
SHEET C1		

PROJECT NO. 10884-01



- OVERALL LAYOUT LEGEND:**
- PARK AREA (SEE PLAN NUMBER BELOW)
- PARK AMENITIES:**
- 1/2 MILE, 10' WIDE WALKING TRAIL FOR WALKING/JOGGING/BIKING
  - MULTIPLE EXERCISE STATIONS
  - COVERED TRAILS
  - FIRE PIT OVERLOOKING THE LAKE
  - FIRE PIT WITH LIME STONE BLOCKS FOR EVENTS
  - BATH HOUSE
  - PARKING
  - BEING BLENDED
  - BEING ADJACENT
  - MULTIPLE FOUNTAINS



City of Friendswood, Texas  
 General Administration  
 City Engineer

City of Friendswood, Texas  
 Public Works  
 Director of Public Works

DATE: 08/27/2013

**BENCHMARKS:**

**BENCHMARK:** ELEVATION: 22.06  
 ALL ELEVATIONS SHOWN WERE TAKEN BY HARRIS COUNTY FLOODPLAIN REFERENCE MARK NO. 01060. FROM 1/4" AT 1" SCALE, 1/4" INCHES WEST ON FM 528 TO CURB, THEN BRIDGE NUMBER 1 IS ON BERM/LE ON DOWNSTREAM SIDE OF BRIDGE AT CENTER OF BRIDGE AND 1/4" NORTH OF DE LA CAJONAS CANYON. (NAVD83, 2007 ADJ.)

**TEMPORARY BENCHMARK "A"** ELEVATION: 20.00  
 5/4" CITY BLOCK SETBACK LINE LOCATED ON THE SOUTH LINE OF FM 528, 44.248 FEET WEST ON THE INTERSECTION OF THE SOUTH LINE OF FM 528 AND THE WEST LINE OF SAN AREA BLVD.

**TEMPORARY BENCHMARK "B"** ELEVATION: 20.75  
 SETBACK LINE OF 5200 FEET LOCATED ON THE SOUTH LINE OF FM 528, 44.100 FEET WEST FROM THE INTERSECTION OF THE CENTERLINE OF FM 528 AND TOWNES ROAD, THENCE 44.10 FEET SOUTHEAST TO TRM.

**FLOOD PLAIN NOTE:**

THIS SUBJECT TRACT LIES PARTIALLY WITHIN THE AS-FLOODWAY, PARTIALLY WITHIN ZONE "A" AREAS DETERMINED TO BE INSIDE THE 100-YEAR FLOODPLAIN, ITS ANNUAL FLOODPLAIN CHANNEL, PARTIALLY WITHIN GRADED ZONE "1" AREAS DETERMINED TO BE INSIDE THE 100-YEAR FLOODPLAIN, ITS ANNUAL FLOODPLAIN CHANNELS DELINEATED ON THE FLOOD INSURANCE MAP FOR HARRIS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NO. 49187C01000 MAP REVISED AUGUST 11, 2010.

DATA PROVIDED BY THE EFFECTIVE FEMA FIRMETS MAP 11 INDICATES A 1% ANNUAL CHANCE FLOOD ELEVATION RANGING FROM 18.0 FT TO 31.2 FT ACROSS THE SUBJECT TRACT.

REV	DESCRIPTION	DATE

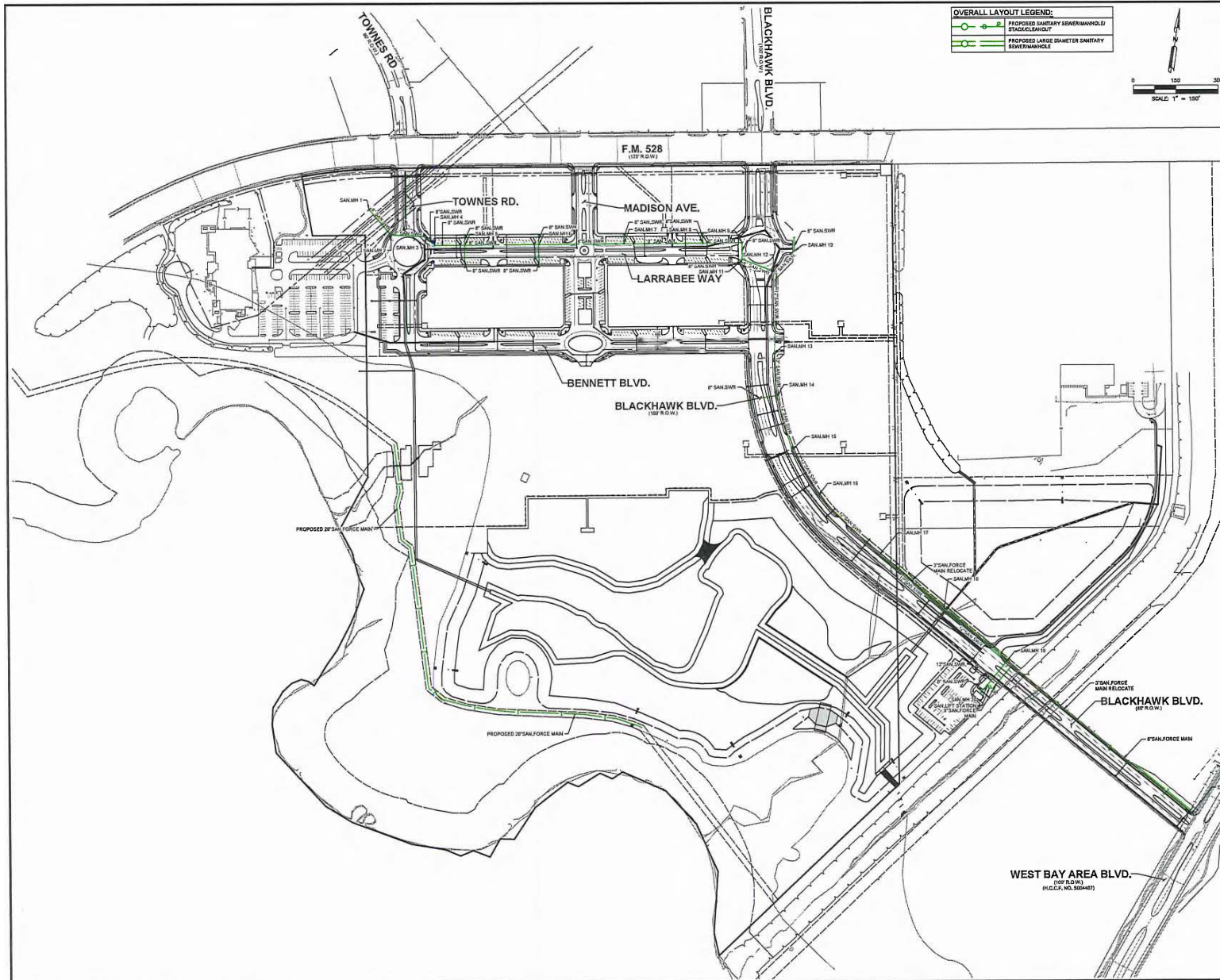


FRIENDSWOOD CITY CENTER

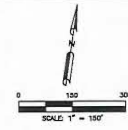
**OVERALL PARK AREA**

SCALE 1" = 100'	DESIGN MARK	DRAWN MAPL
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**SHEET  
EX11**



**OVERALL LAYOUT LEGEND:**  
 - PROPOSED SANITARY SEWER (MANHOLE) STACK/LEAKOUT  
 - PROPOSED LARGE DIAMETER SANITARY SEWER/MANHOLE



Drawn by: [Name] Date: [Date]  
 Checked by: [Name] Date: [Date]  
 Design by: [Name] Date: [Date]  
 Project No.: [Number]

**BENCHMARKS:**  
 PUBLISHED ELEVATION: 28.67  
 ALL ELEVATIONS SHOWN HEREON ARE BASED ON HARRIS COUNTY FLOODPLAIN REFERENCE MARK NO. 87000. FROM THE AT THE MONUMENT IS ON SIDEWALK ON DOWNSTREAM SIDE OF BRIDGE AT CENTER OF BRIDGE AND +87 NORTH OF O.E.A. GAUGING STATION. (NAVD83, 2001 ADJ.)

**TEMPORARY BENCHMARK "A"** ELEVATION: 29.05  
 SET TOP SURFACE OF CURB REEL LOCATED ON THE SOUTH LINE OF FM 528, 44.2340 FEET WEST ON THE INTERSECTION OF THE SOUTH LINE OF FM 528 AND THE WEST LINE OF SAN AREA BLVD.

**TEMPORARY BENCHMARK "B"** ELEVATION: 28.77  
 SET TOP SURFACE OF CURB REEL LOCATED ON THE SOUTH LINE OF FM 528, 44.809 FEET WEST FROM THE INTERSECTION OF THE CENTERLINE OF FM 528 AND TOWNES ROAD, THENCE 44.40 FEET SOUTHEAST TO TBM.

**FLOOD PLAIN NOTE:**  
 THE SUBJECT TRACT LIES PARTIALLY WITHIN THE 4% FLOODWAY, PARTIALLY WITHIN ZONE "A" AREAS DETERMINED TO BE ABOVE THE 1% ANNUAL CHANCE FLOODPLAIN. PARTIALLY WITHIN ZONE "X" AREAS DETERMINED TO BE ABOVE THE 1% ANNUAL CHANCE FLOOD ELEVATION. FLOODPLAIN CHANGES DETERMINED ON THE FLOOD INSURANCE MAP FOR HARRIS COUNTY, TEXAS AND INCORPORATED AREAS MAP NO. 48167C(18)0 MAP REVISED AUGUST 15, 2018.

DATA PROVIDED BY THE EFFECTIVE FEMA FIRMETTE MAP # 48167C(18)0 MAP REVISED AUGUST 15, 2018 INDICATES A 1% ANNUAL CHANCE FLOOD ELEVATION RANGING FROM 18.0 FT TO 31.3 FT ACROSS THE SUBJECT TRACT.

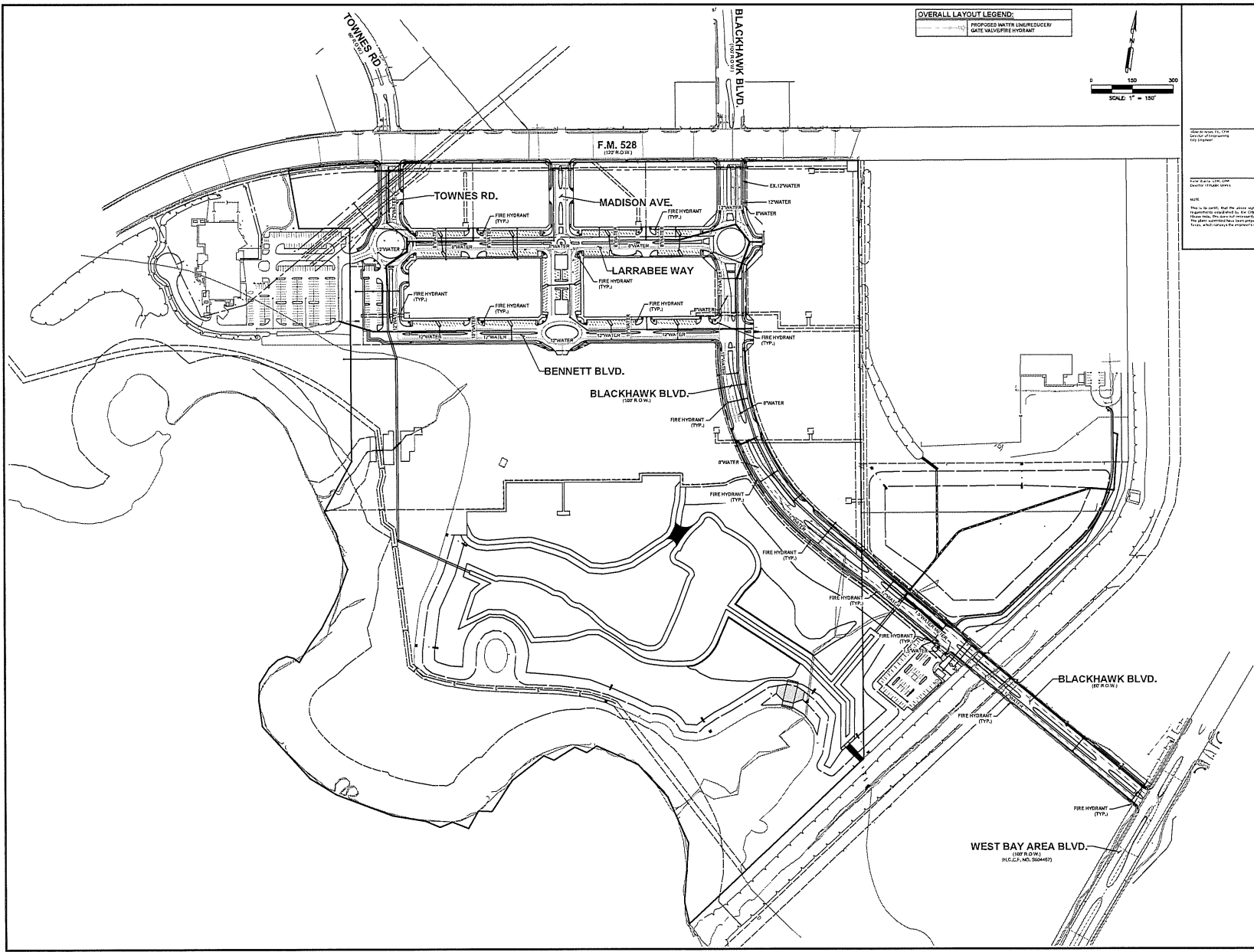
REV	DESCRIPTION	DATE

**WGA**  
 CONSULTING ENGINEERS  
 WARD, GIBBS & ASSOCIATES, P.L.L.C.  
 TEXAS REGISTERED ENGINEERING FIRM #4750  
 9010 W. LOOP W. SUITE 100  
 SAN ANTONIO, TEXAS 78209  
 210.489.2300

**FRIENDSWOOD CITY CENTER**  
**OVERALL WASTEWATER PLAN**  
 SCALE: H: 1" = 150'    DESIGN: M.P.L.    DRAWN: M.P.L.  
 SHEET C1

PROJECT NO. 18000001





DATE: 10/1/2010  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT NO.: 10000

NOTE:  
 THIS PLAN IS A PART OF THE OVERALL WATER PLAN FOR THE PROJECT AND SHOULD BE REFERRED TO FOR ALL INFORMATION.  
 THE ENGINEER HAS CONDUCTED A VISUAL GENERAL CHECK OF THIS PLAN AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF FRIENDSWOOD. THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.  
 THE PLAN IS THE PROPERTY OF WGA CONSULTING ENGINEERS AND WILL BE KEPT ON FILE FOR THE PROJECT FOR THE TERM OF THE PROJECT. ANY REVISIONS TO THIS PLAN MUST BE APPROVED BY THE ENGINEER.

**BENCHMARKS:**  
 BENCHMARK "1" ELEVATION: 22.89  
 ALL ELEVATIONS SHOWN HEREON ARE BASED ON TARRANT COUNTY FLOODPLAIN REFERENCE MARK NO. 010000. FROM MAR. AT 14 1/2 FEET NORTH OF THE CENTERLINE OF THE BRIDGE. THE MONUMENT IS ON THE SOUTHWEST CORNER OF THE BRIDGE AT THE CENTER OF BRIDGE AND IS 50 FEET NORTH OF G.E.M. GAUGING STATION. (NAVD83, 2001 ADJ.)

TEMPORARY BENCHMARK "2" ELEVATION: 20.99  
 SET TOP SURVEY 2" X 2" BENCH MARK LOCATED ON THE SOUTH LINE OF FM 528, 44.250 FEET WEST ON THE INTERSECTION OF THE SOUTH LINE OF FM 528 AND THE WEST LINE OF ANY AREA B.L.C.

TEMPORARY BENCHMARK "3" ELEVATION: 20.75  
 SET TOP SURVEY 2" X 2" BENCH MARK LOCATED ON THE SOUTH LINE OF FM 528, 44.100 FEET WEST FROM THE INTERSECTION OF THE CENTERLINE OF FM 528 AND TOWNES ROAD. THENCE 44.40 FEET SOUTHEAST TO T.M.

**FLOOD PLAIN NOTE:**  
 THE SUBJECT TRACT LIES PARTIALLY WITHIN THE ACADLOOMBY, TEXAS FLOODPLAIN ZONE "A" AREAS DETERMINED TO BE ABOVE THE 100-YEAR FLOODPLAIN (1% ANNUAL FLOODING CHANCES), PARTIALLY WITHIN SHADDED ZONE "X" AREAS DETERMINED TO BE WITHIN THE 500-YEAR FLOODPLAIN (0.2% ANNUAL FLOODING CHANCES) AS SHOWN ON THE FLOOD INSURANCE MAP FOR HARRIS COUNTY, TEXAS AND INCORPORATED WEAAS MAP NO. 481800000 MAP REVISED AUGUST 15, 2010.

DATA PROVIDED BY THE EFFECTIVE FEMA FIRM/ETC MAP "X" INDICATES A 1% ANNUAL CHANCE FLOOD ELEVATION RANGING FROM 16.0 FT TO 21.2 FT ACROSS THE SUBJECT TRACT.

REV	DESCRIPTION	DATE

**WGA**  
 CONSULTING ENGINEERS  
 WARD, DECK & ASSOCIATES, P.L.L.C.  
 TEXAS REGISTERED ENGINEERING FIRM F-0750  
 208 NE LOOP WEST, SUITE 100  
 SAN ANTONIO, TEXAS 78209  
 210.484.2010

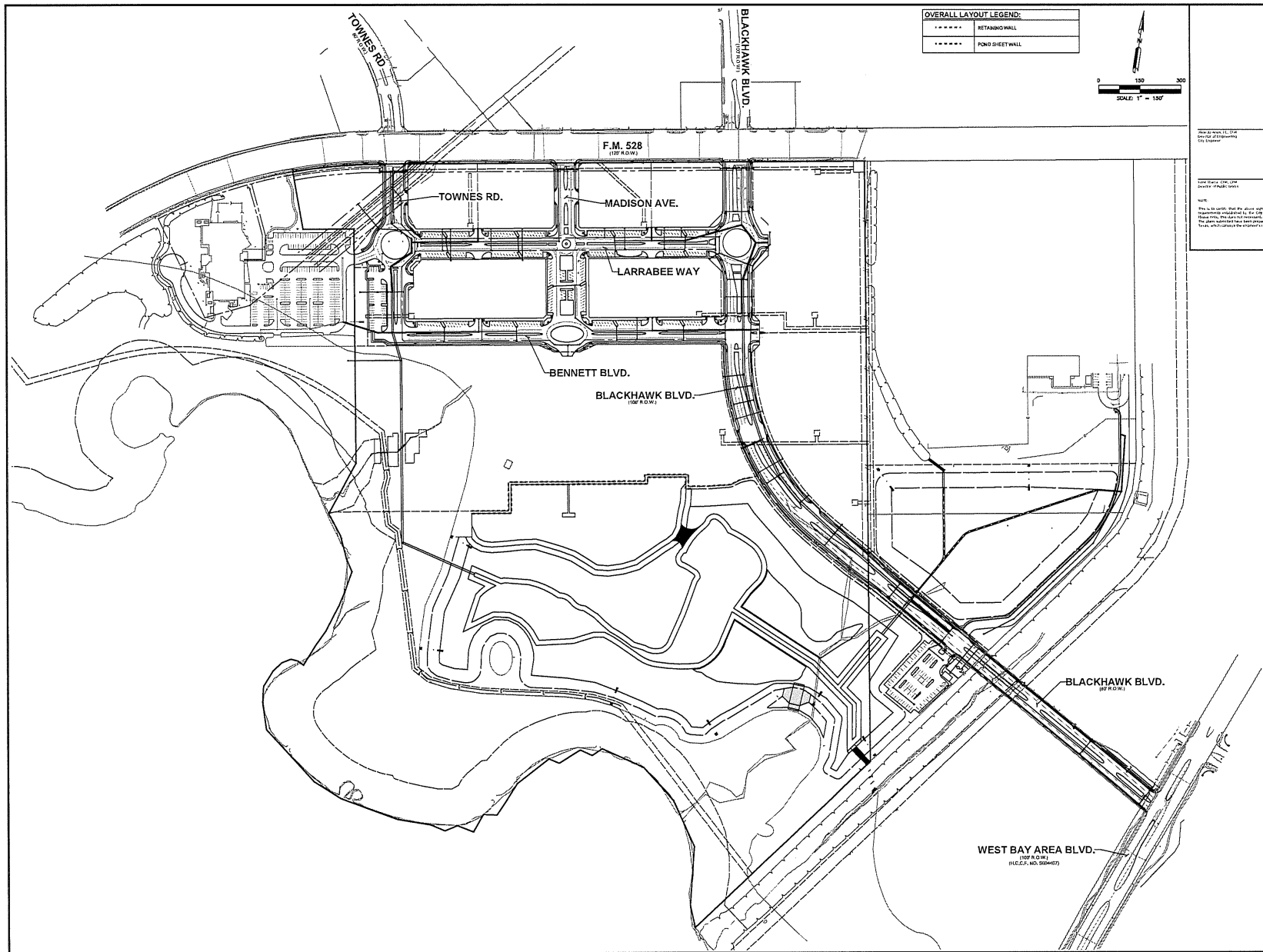
FRIENDSWOOD CITY CENTER

**OVERALL WATER PLAN**

SCALE H 1"=150'	DESIGN M.R.L.	DRAWN M.A.L.
--------------------	------------------	-----------------

SHEET  
C1

PROJECT NO. 10000



WGA CONSULTING ENGINEERS  
 9005 BEAUMONT BLVD., SUITE 100  
 HOUSTON, TEXAS 77036  
 TEL: 281.465.1100  
 FAX: 281.465.1101  
 WWW.WGA-CE.COM

DATE: 08/14/2018  
 TIME: 10:00 AM  
 PROJECT: FRIENDSWOOD CITY CENTER  
 SHEET: OVERALL RETAINING AND POND SHEET WALL

**BENCHMARKS:**

**BENCHMARK 1:** PUBLIC'S ELEVATION: 21.00'  
 ALL ELEVATIONS SHOWN ARE BASED ON TARRANT COUNTY FLOODPLAIN REFERENCE MARK NO. 810000 FROM 142' AT FM 528 TRAIL, 1/4 MILE WEST ON FM 528 TO CLEAR CREEK BRIDGE. MONUMENT IS ON SIDEWALK ON DOWNSTREAM SIDE OF BRIDGE AT CENTER OF BRIDGE AND 1/4 OF NORTH OF CLEAR CREEK STATION. (NAVD8, 2001 ADI)

**TEMPORARY BENCHMARK 1':** ELEVATION: 20.00'  
 SET OUT BOX ON SYSTEM BUILT LOCATED ON THE SOUTH LINE OF FM 528, 41.546 FEET WEST ON THE INTERSECTION OF THE SOUTH LINE OF FM 528 AND THE WEST LINE OF BAY AREA BLVD.

**TEMPORARY BENCHMARK 1'':** ELEVATION: 20.75'  
 SET OUT BOX ON SYSTEM BUILT LOCATED ON THE SOUTH LINE OF FM 528, 85 FEET WEST FROM THE INTERSECTION OF THE CENTERLINE OF FM 528 AND TOWNES ROAD, TRINEX 14-41 FEET SOUTHWEST TO TBM.

**FLOOD PLAIN NOTE:**  
 THE SUBJECT TRACT LIES PARTIALLY WITHIN THE AS FLOODWAY, PARTIALLY WITHIN ZONE "A" AREAS DETERMINED TO BE INSIDE THE 1% ANNUAL CHANCE FLOODPLAIN, PARTIALLY WITHIN ZONE "X" AREAS DETERMINED TO BE INSIDE THE 1% ANNUAL CHANCE FLOODPLAIN, PARTIALLY WITHIN ZONE "Y" AREAS DETERMINED TO BE INSIDE THE 1% ANNUAL CHANCE FLOODPLAIN, PARTIALLY WITHIN ZONE "Z" AREAS DETERMINED TO BE INSIDE THE 1% ANNUAL CHANCE FLOODPLAIN. THESE AREAS ARE DEPICTED ON THE FLOOD INSURANCE MAP FOR TARRANT COUNTY, TEXAS AND INCORPORATED AREAS, MAY NO. 4815300001 MAP REVISED AUGUST 11, 2016.

DATA PROVIDED BY THE EFFECTIVE FEMA WHITE MAP 18 INDICATES A 1% ANNUAL CHANCE FLOOD ELEVATION RANGING FROM 18.0 FT TO 21.2 FT ACROSS THE SUBJECT TRACT.

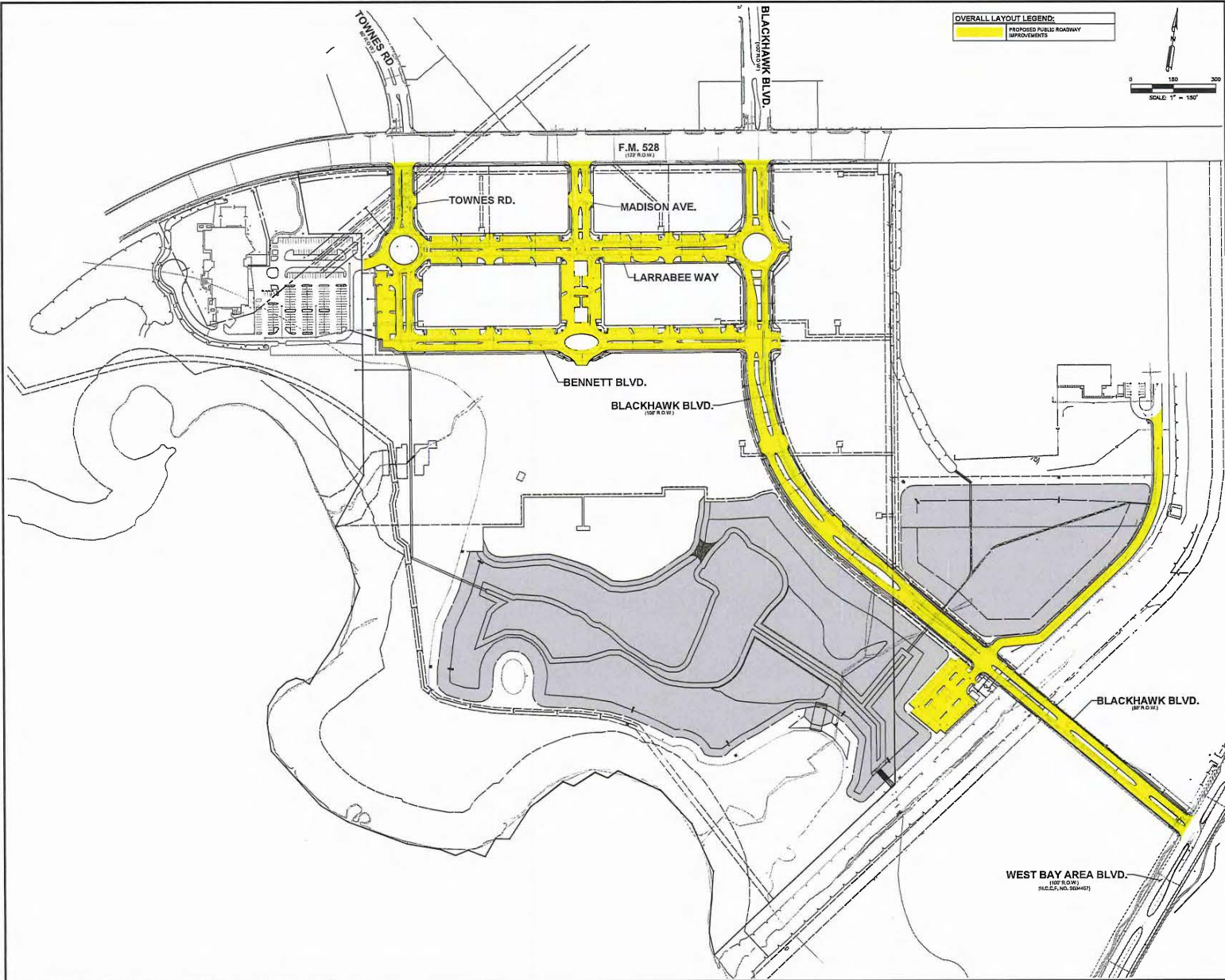
REV	DESCRIPTION	DATE

**WGA**  
 CONSULTING ENGINEERS  
 WARD, COTZ & ASSOCIATES, P.L.L.C.  
 TEXAS REGISTERED ENGINEERING FIRM F-9746  
 9005 BEAUMONT BLVD., SUITE 100  
 SAN ANTONIO, TEXAS 78209  
 281.465.1100

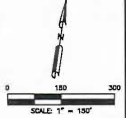
FRIENDSWOOD CITY CENTER  
**OVERALL RETAINING AND POND SHEET WALL**

SCALE	DESIGN	DRAWN
H: 1" = 100'	MARIL	MARIL

SHEET  
C1



OVERALL LAYOUT LEGEND:  
 PROPOSED PUBLIC ROADWAY IMPROVEMENTS



DATE: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 APPROVED BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

**BENCHMARKS:**  
 BENCHMARK "A" PUBLISHED ELEVATION - 21.86  
 ALL ELEVATIONS GIVEN HEREIN ARE BASED ON TARRANT COUNTY FLOODPLAIN REFERENCE MARK NO. 018080. FROM L&S AT FM 528 TRAVEL 1/4 MILE WEST ON FM 528 TO CLEAR CREEE BRIDGE MONUMENT IS ON SIDEWALK ON DOWNSTREAM SIDE OF BRIDGE AT CORNER OF BRIDGE AND 1/4 MILE NORTH OF CLEAR CREEE STATION. (NAVD83, 2001 AGI)  
 TEMPORARY BENCHMARK "B" ELEVATION - 21.00  
 25 FT. S&W CORNER OF BUILDING LOCATED ON THE SOUTH LINE OF FM 528. 46.500 FEET WEST ON THE INTERSECTION OF THE SOUTH LINE OF FM 528 AND THE WEST LINE OF BAY AREA BLVD.  
 TEMPORARY BENCHMARK "C" ELEVATION - 21.72  
 25 FT. S&W CORNER OF BROWN BUILT LOCATED ON THE SOUTH LINE OF FM 528, 1/4 MILE WEST FROM THE INTERSECTION OF THE CENTERLINE OF FM 528 AND TOWNES ROAD. (TODAY - 41 FEET SOUTHEAST TO TM).

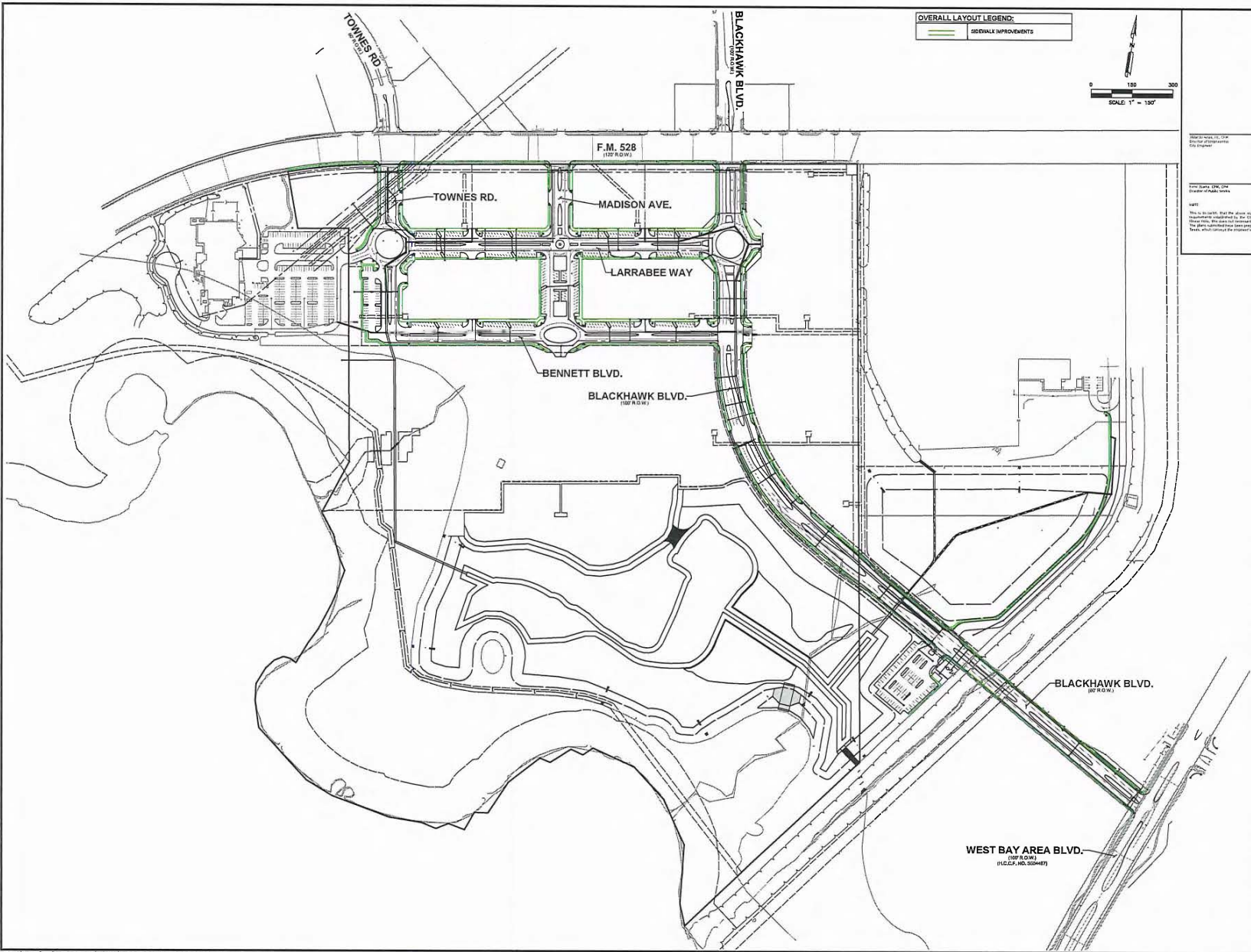
**FLOOD PLAIN NOTE:**  
 THIS SUBJECT TRACT LIES PARTIALLY WITHIN THE A&A FLOODPLAIN, PARTIALLY WITHIN ZONE "AP" AREAS DETERMINED TO BE AIDE OF THE 100-YEAR FLOODPLAIN (1% ANNUAL FLOODPLAIN), PARTIALLY WITHIN SHADED ZONE "X" AREAS DETERMINED TO BE INSIDE THE 100-YEAR FLOODPLAIN (1% ANNUAL FLOODPLAIN), CHANGING DELINEATED ON THE FLOOD INSURANCE MAP FOR HARRIS COUNTY, TEXAS AND INCORPORATED AREAS MAP NO. 4181000100 MAP REVISED AUGUST 15, 2010.  
 DATA PROVIDED BY THE EFFECTIVE FEMA WATTS MAP 10 INDICATES A 1% ANNUAL CHANCE FLOOD ELEVATION RANGING FROM 19.0 FT TO 21.2 FT ACROSS THE SUBJECT TRACT."

REV	DESCRIPTION	DATE

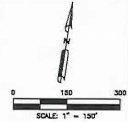
**WGA**  
 CONSULTING ENGINEERS  
 WARD, GETZ & ASSOCIATES, P.L.L.C.  
 TEXAS REGISTERED ENGINEERING FIRM F-9754  
 2011 W. LOOP S.W., SUITE 100  
 SAN ANTONIO, TEXAS 78205  
 210.384.9700

FRIENDSWOOD CITY CENTER  
**OVERALL ROADWAY PLAN**  
 SCALE: 1" = 100'    DESIGN: \_\_\_\_\_    DRAWN: \_\_\_\_\_  
 SHEET C1  
 PROJECT NO. 10424-11

Archi 6/10/09 - (Rev) 1/11 - 02 - See notes/02/04/09/2013.02 - 211 Rowley PARK - 2010 - Last Packed: Thu Jan 16, 2013 - 2:30pm - Dr. J. Johnson



**OVERALL LAYOUT LEGEND:**  
 SIDEWALK IMPROVEMENTS



Project No. 17-001  
 Date: 08/15/2017  
 City of Friendswood  
 600 Highway 101  
 Friendswood, TX 77641

Client: City of Friendswood  
 Project: Overall Sidewalk Plan  
 Date: 08/15/2017

**BENCHMARKS:**  
 BENCHMARK: BENCHMARK ELEVATION: 23.80'  
 ALL ELEVATIONS SHOWN HEREON ARE BASED ON TARRANT COUNTY FLOODPLAIN REFERENCE MARK NO. 27000. FROM MARK NO. 27000, 444 FEET WEST ON FM 128 TO CLEAR CREEK BRIDGE. MONUMENT IS ON SIDEWALK ON DOWNSTREAM SIDE OF BRIDGE AT CENTER OF BRIDGE AND 40.50' NORTH OF G.E.M. GARDENS STATION. (NAVD83, 2001 ADJ.)

TEMPORARY BENCHMARK "1" ELEVATION: 20.55'  
 SET TOP OF CONCRETE CURB LOCATED ON THE SOUTH LINE OF FM 128 44.250 FEET WEST ON THE INTERSECTION OF THE SOUTH LINE OF FM 128 AND THE WEST LINE OF SAN ANTONIO BLVD.

TEMPORARY BENCHMARK "2" ELEVATION: 20.72'  
 SET TOP OF CONCRETE CURB LOCATED ON THE SOUTH LINE OF FM 128 44.400 FEET WEST FROM THE INTERSECTION OF THE CENTERLINE OF FM 128 AND TOWNES ROAD. THENCE 40 FEET SOUTHEAST TO TBM.

**FLOOD PLAIN NOTE:**  
 THIS SUBJECT TRACT LIES PARTIALLY WITHIN THE AGADOCKY, PARTIALLY WITHIN ZONE "A" AREAS DETERMINED TO BE UNDER THE 100-YEAR FLOODPLAIN (1% ANNUAL FLOOD) OR CHANGES DETERMINED ON THE FLOOD INSURANCE MAP FOR TARRANT COUNTY TEXAS AND INCORPORATED AREAS MAP NO. 48167C0100 MAP REVISED AUGUST 15, 2016.

DATA PROVIDED BY THE EFFECTIVE FEMA FIRMETTE MAP 161601010A 1% ANNUAL CHANGING FLOOD ELEVATION RAINFALL FROM 16.0 FT TO 51.2 FT ACROSS THE SUBJECT TRACT.

REV	DESCRIPTION	DATE

**WGA**  
 CONSULTING ENGINEERS  
 WARD, GUYER & ASSOCIATES, P.L.L.C.  
 TEXAS REGISTERED ENGINEERING FIRM F-8755  
 10012 MIDWAY DR. SUITE 100  
 SAN ANTONIO, TEXAS 78205  
 210.486.3310

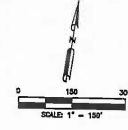
FRIENDSWOOD CITY CENTER  
**OVERALL SIDEWALK PLAN**  
 SCALE: H 1"=100' DESIGN: M.R.G. DRAWN: M.R.G.  
**SHEET C1**

**EXHIBIT L**

**PHASING PLAN**

**DOCID: DOCPROPERTY DOCXDOCID DMS=IManage Format=<<LIB>>#<<NUM>>.<<VER>>**

OVERALL PHASING LEGEND:	
	PHASE I
	PHASE II
	PHASE III



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

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

NOTES:  
It is to be understood that the engineer is not responsible for the design or construction of the work shown on this plan, but only for the proper application of the standards and codes herein. The engineer shall not be responsible for the design or construction of the work shown on this plan, but only for the proper application of the standards and codes herein. The engineer shall not be responsible for the design or construction of the work shown on this plan, but only for the proper application of the standards and codes herein.

DATE: 08/09/2019 09:28:52 AM

**BENCHMARKS:**

**BENCHMARK 1:**  
PUBLISHED ELEVATION: 26.97  
ALL ELEVATIONS THROUGHOUT ARE BASED ON TARRANT COUNTY FLOODPLAIN REFERENCE MARK NO. 21006. FROM S45° AT FW 501 TRAVEL 44.46 FEET WEST ON FW 501 TO CLEAR CREEK BRIDGE. LOCATOR IS ON SIGNAL ON DOWNSTREAM SIDE OF BRIDGE AT CENTER OF BRIDGE AND 45.58 NORTH OF O.E.M. GAUGING STATION. (NAVD83, 2007 AD)

**TEMPORARY BENCHMARK "A":**  
ELEVATION: 26.96  
1ST STOP SIGN ON TOWNES BLVD. LOCATED ON THE SOUTH LINE OF FW 528 45.249 FEET WEST ON THE INTERSECTION OF THE SOUTH LINE OF FW 528 AND THE WEST LINE OF WEST BAY AREA BLVD.

**TEMPORARY BENCHMARK "B":**  
ELEVATION: 26.72  
1ST STOP SIGN ON TOWNES BLVD. LOCATED ON THE SOUTH LINE OF FW 528 45.885 FEET WEST FROM THE INTERSECTION OF THE CENTERLINE OF FW 528 AND TOWNES ROAD, THENCE 45.40 FEET SOUTHEAST TO T.M.

**FLOOD PLAIN NOTE:**  
THIS SUBJECT TRACT LIES PARTIALLY WITHIN THE A2 FLOODWAY, PARTIALLY WITHIN FLOOD ZONE "A" AREAS DETERMINED TO INSIDE THE 100-YEAR FLOODPLAIN (1% ANNUAL FLOODPLAIN CHANCE), PARTIALLY WITHIN FLOOD ZONE "X" AREAS DETERMINED TO BE INSIDE THE 100-YEAR FLOODPLAIN (1% ANNUAL FLOODPLAIN CHANCE) DELINEATED ON THE FLOOD RESONANCE MAP FOR HARRIS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NO. 48162002G MAP REVISED AUGUST 15, 2016.

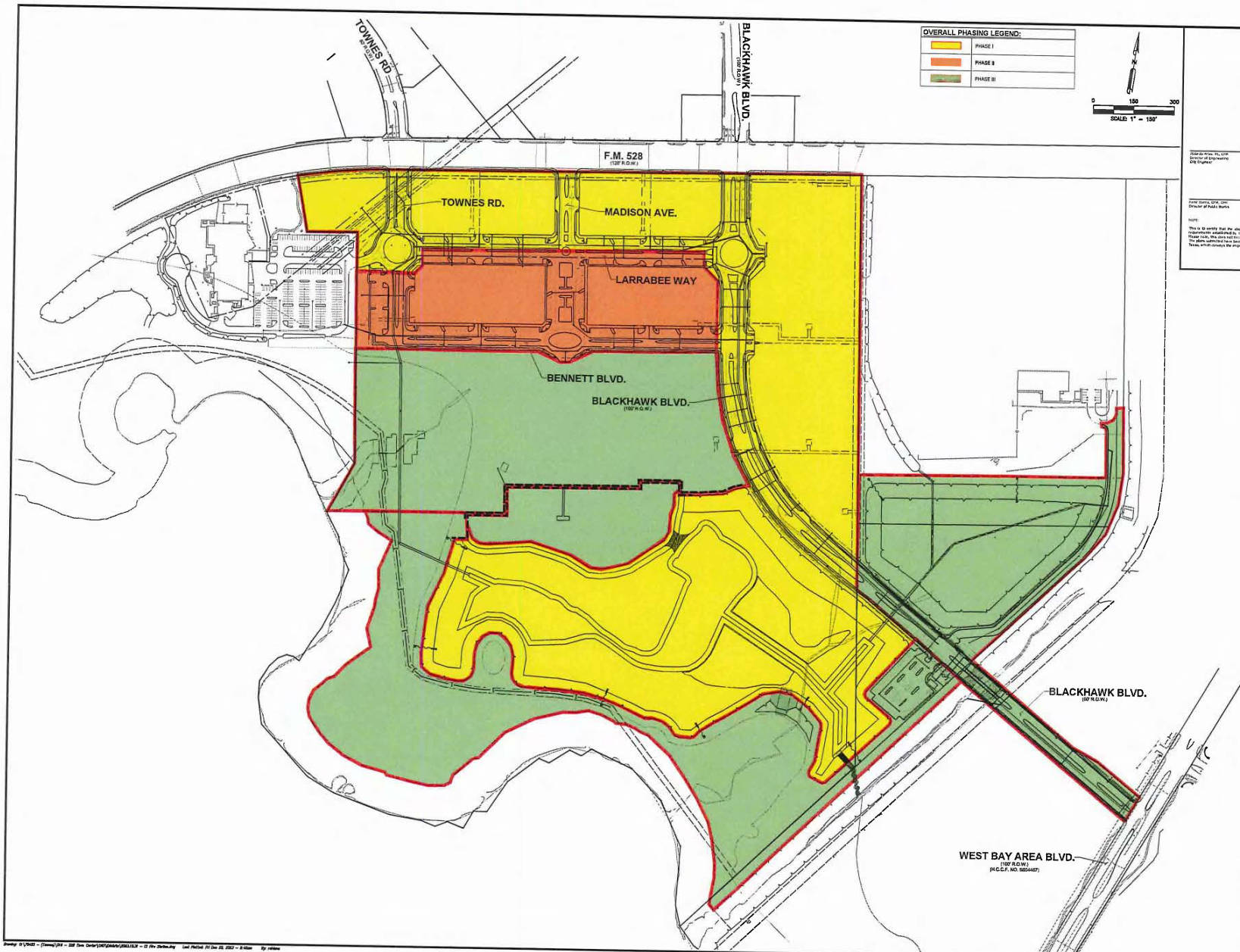
**DATA PROVIDED BY THE EFFECTIVE FEMA FIRMETTE MAP "X" INDICATES A 1% ANNUAL CHANCE FLOOD ELEVATION RANGING FROM 18.0 FT TO 23.8 FT ACROSS THE SUBJECT TRACT.**

**DATA PROVIDED BY THE EFFECTIVE FEMA FIRMETTE MAP "A" INDICATES A 0.2% ANNUAL CHANCE FLOOD ELEVATION RANGING FROM 22.5 FT TO 23.8 FT ACROSS THE SUBJECT TRACT.**

REV.	DESCRIPTION	DATE



FRIENDSWOOD CITY CENTER		
OVERALL PHASING PLAN		
SCALE 1" = 100'	DESIGN M.R.S.	DRAWN M.R.S.
SHEET		
C1		



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**APPENDIX G**

**PHOTOGRAPHS OF DEVELOPMENT IN THE DISTRICT**



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