

**NOTICE OF REGULAR TOMBALL ECONOMIC DEVELOPMENT
CORPORATION MEETING**



**Tuesday, November 15, 2022
5:30 PM**

Notice is hereby given of a meeting of the Tomball Economic Development Corporation, to be held on Tuesday, November 15, 2022 at 5:30 PM, City Hall, 401 Market Street, Tomball, TX 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball Economic Development Corporation reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF TOMBALL, TEXAS, WILL CONDUCT THE MEETING SCHEDULED FOR NOVEMBER 15, 2022, 5:30 PM, AT 401 MARKET STREET, TOMBALL, TEXAS, 77375. THIS MEETING AGENDA AND THE AGENDA PACKET ARE POSTED ONLINE AT:

[HTTPS://TOMBALLTX.GOV/ARCHIVE.ASPX?AMID=38](https://tomballtx.gov/archive.aspx?amid=38)

A RECORDING OF THE MEETING WILL BE MADE AND WILL BE AVAILABLE TO THE PUBLIC IN ACCORDANCE WITH THE OPEN MEETINGS ACT UPON WRITTEN REQUEST.

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location): +1 312 626 6799 US (Chicago); +1 646 876 9923 US (New York); +1 301 715 8592 US; +1 346 248 7799 US (Houston); +1 408 638 0968 US (San Jose); +1 669 900 6833 US (San Jose); or +1 253 215 8782 US (Tahoma) - Meeting ID: 852 5585 8941 Passcode: 073571. The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

- A. Call to Order
- B. Invocation
- C. Pledges
- D. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of*

time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]

E. Reports and Announcements

F. Reports by TEDC Staff:

- [1.](#) International Economic Development Council – Economic Excellence Awards
- [2.](#) Fall 2022 Quarterly Newsletter
- [3.](#) 2022 Outlook Luncheon held October 4, 2022
- [4.](#) 2022 Mix & Jingle Event – December 8th – 4:00 p.m. – 6:00 p.m. at Paradigm Brewing Company
- [5.](#) The Retail Coach – Retail Report Update

G. Approval of Minutes

- [6.](#) Regular Tomball EDC Meeting of July 12, 2022
- [7.](#) Special Tomball EDC Meeting of August 2, 2022
- [8.](#) Special Joint Tomball EDC and Tomball City Council Meeting of August 15, 2022
- [9.](#) Special Joint Tomball EDC and Tomball City Council Meeting of September 6, 2022

H. New Business

- [10.](#) Election of Officers: President, Vice President, Secretary, Treasurer
- [11.](#) Presentation by Katherine Tapscott, Finance Director, regarding the Tomball EDC 2021-2022 Fiscal Year End financial statements.
- [12.](#) Consideration and possible action by Tomball EDC to amend the performance agreement with Jonah’s Movers, LLC, which was approved by the TEDC Board at the Regular Board Meeting held July 13, 2021.
- [13.](#) Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Della Casa Pasta, LLC to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the development of a food production facility, located at 1599

Hicks Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$16,077.00

Public Hearing

14. Consideration and possible action by Tomball EDC to approve, a Resolution of which the caption reads:

“A RESOLUTION OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION PROVIDING THE TIME AND PLACE OF THE REGULAR MEETINGS OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION IN THE CITY OF TOMBALL, TEXAS FOR THE YEAR 2023.”

15. Consideration and possible action by Tomball EDC to approve an amendment to the Commercial Real Estate Listing Agreement with Colliers International for the sale of EDC owned property in the Tomball Business and Technology Park.

16. Consideration and possible action by Tomball EDC to approve an amendment to Exclusive Representation Agreement with Colliers International for real estate services related to the acquisition of property within the city limits of or ETJ of Tomball.

17. EXECUTIVE SESSION: The Tomball Economic Development Corporation Board will meet in Executive Session as authorized by Title 5, Chapter 551, Texas Government Code, The Texas Open Meetings Act, for the following purpose:

- Section 551.072, - Deliberations regarding real property: Deliberate the purchase, exchange, sale, lease, or value of real property.

- Section 551.087, - Deliberation regarding Economic Development negotiations.

- Section 551.071, - Consultation with the Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session.

18. Reconvene into regular session and take action, if necessary, on items discussed in Executive Session.

19. Consideration and possible action by Tomball EDC to ratify approval of a commercial real estate contract – unimproved property between the Corporation as Seller and Charles G. Nickson and/or assigns and/or assigns as purchaser and authorize the execution of contracts and documentation by the

EDC Executive Director relating to approximately 2.6727 acres of land identified as Lot 1 of the Tomball Business and Technology Park Section 2 Plat.

20. Consideration and possible action by Tomball EDC to approve that one certain commercial real estate contract– unimproved property between the Corporation as Seller and Walsh Interests, Ltd. and/or assigns as purchaser and authorize the execution of contracts and documentation by the EDC Executive Director relating to approximately 18.2846 gross acres of land identified as Lot 8 of the Tomball Business and Technology Park Lots 4 and 8 Replat.
21. Consideration and possible action by Tomball EDC to approve that one certain commercial real estate contract – unimproved property between the Corporation as Seller and West Woodland Business Park, LLC as purchaser and authorize the execution of contracts and documentation by the EDC Executive Director relating to approximately 0.6061 acres of land out of Lot 8 of the Tomball Business and Technology Park Lots 4 and 8 Replat.
22. TEDC Quarterly update on 2022-2023 Strategic Work Plan.

I. Adjournment

C E R T I F I C A T I O N

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 11th day of NOVEMBER 2022 by 5:30 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Kelly Violette
Executive Director

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information.

AGENDAS MAY BE VIEWED ONLINE AT www.ci.tomball.tx.us.

Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: November 15, 2022

Topic:

International Economic Development Council – Economic Excellence Awards

Background:

Origination:

Recommendation:

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____

If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____
Staff Member-TEDC Date

Approved by _____
Executive Director-TEDC Date

Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: November 15, 2022

Topic:

Fall 2022 Quarterly Newsletter

Background:

Origination:

Recommendation:

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____
Staff Member-TEDC Date

Approved by _____
Executive Director-TEDC Date

Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: November 15, 2022

Topic:

2022 Outlook Luncheon held October 4, 2022

Background:

Origination:

Recommendation:

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

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Yes: _____ No: _____

If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____
Staff Member-TEDC Date

Approved by _____
Executive Director-TEDC Date

Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: November 15, 2022

Topic:

2022 Mix & Jingle Event – December 8th – 4:00 p.m. – 6:00 p.m. at Paradigm Brewing Company

Background:

Origination:

Recommendation:

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____
Staff Member-TEDC Date

Approved by _____
Executive Director-TEDC Date

Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: November 15, 2022

Topic:

The Retail Coach – Retail Report

Background:

Origination:

Recommendation:

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

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Yes: _____ No: _____ If yes, specify Account Number: # _____

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Signed _____
Staff Member-TEDC Date

Approved by _____
Executive Director-TEDC Date

Tomball, TX

Retail Recruitment Update November 2022

The Retail Coach (TRC) team has continued to remain focused on the NewQuest development as they assess financing and timeline during an uncertain economy. To date, the retailers waiting for this development include American Lifestyle Furniture, Petco, Sketchers, Ulta, Ross, Burlington, Dicks Sporting Goods (House of Sport Concept), and quite a few pads with main interest from Bojangle's, Bubba's 33, Boomer Jack's, Gringo's, Dave's Hot Chicken, Cheddar's, and Chick-Fil-A.

Since the recent Costco announcement, additional retail and restaurants have contacted TRC with specific inquiries about the Tomball market and sites.

Five Guys recently toured Tomball and is working with TRC to identify the best site for a Tomball location.

Popshelf recently opened in Tomball. Since Popshelf opened their first location in fall 2020, TRC worked actively with them over 1.5 years to find a Tomball location.

TRC worked with Burke's Outlet to identify their Tomball location and is pleased they have now been open since July. Burke's Outlet will be "rebranding" through a name change to Beall's Outlet in Tomball in coming months due to Beall's better name recognition in the region.

Our team recently represented Tomball at the Retail Live! Conference in Austin on September 1st, as well as the Retail Live! Conference in Nashville on October 26th.

ICSC has announced their Red River Conference will be held in Dallas January 18-20, 2023. The Retail Coach has secured a booth and will have a large presence at that conference while representing Tomball to all potential retail, restaurant, and entertainment users as well as brokers and developers.

Finally, 2022 data reports have been completed and will be updated when census data is finalized and released. All reports are being actively shared with retail prospects.



Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: November 15, 2022

Topic:

Regular Tomball EDC Meeting of July 12, 2022

Background:

Origination: Kelly Violette, Executive Director

Recommendation:

Approval of the Minutes for the Meeting of July 12, 2022

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____
Staff Member-TEDC Date

Approved by _____
Executive Director-TEDC Date

**NOTICE OF REGULAR TOMBALL ECONOMIC DEVELOPMENT
CORPORATION MEETING**



**Tuesday, July 12, 2022
5:30 PM**

Notice is hereby given of a meeting of the Tomball Economic Development Corporation, to be held on Tuesday, July 12, 2022 at 5:30 PM, City Hall, 401 Market Street, Tomball, TX 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball Economic Development Corporation reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF TOMBALL, TEXAS, WILL CONDUCT THE MEETING SCHEDULED FOR JULY 12, 2022, 5:30 PM, AT 401 MARKET STREET, TOMBALL, TEXAS, 77375. THIS MEETING AGENDA AND THE AGENDA PACKET ARE POSTED ONLINE AT:

<HTTPS://TOMBALLTX.GOV/ARCHIVE.ASPX?AMID=38>

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A. Call to Order

President Fagan called the meeting to order at 5:30 p.m.

PRESENT

President Gretchen Fagan

Vice-President Steven Vaughan

Secretary Bill Sumner (via Zoom)

Treasurer Richard Bruce

Member Clete Jaeger

ABSENT

Member Chad Degges

Member Randy Parr

OTHERS PRESENT

Kelly Violette

Tiffani Wooten

Tori Gleason

Katherine DuBose

Mark Stoll

Kyle Bertrand

Tom Condon

Ross Winkler

Wes Sumner

Marks I-pad (via Zoom)

Daija Chambers (via Zoom)

Luisa Obando (via Zoom)

1-303-931-12320 (via Zoom)

B. Invocation

Board Member Vaughan led the invocation.

C. Pledges

Kelly Violette led the pledge of allegiance to both flags.

D. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*

E. Reports and Announcements

F. Reports by TEDC Staff:

Tiffani Wooten provided an overview of the following.

1. Baker Hughes STEM Graduation – May 19, 2022
2. Tomball Memorial High School Job Fair – May 20, 2022
3. Workforce Solutions Event – May 26, 2022

4. Texas Economic Development Council – Workforce Excellence Award
5. Summer 2022 Quarterly Newsletter
6. 2022 Economic Outlook Save the Date – October 4, 2022 (9:00 a.m. – 1:00 p.m.)

G. Approval of Minutes

Motion made by Treasurer Bruce, Seconded by Vice-President Vaughan.

Voting Yea: President Fagan, Vice-President Vaughan, Secretary Sumner, Treasurer Bruce, Member Jaeger.

The motion carried unanimously.

7. Regular Tomball EDC Meeting of May 10, 2022.
8. Special Joint Tomball EDC and Tomball City Council Meeting of July 6, 2022.

H. New Business

9. Presentation by Katherine DuBose, Finance Director, regarding the Tomball EDC 2021-2022 Fiscal Year financial statements.

Katherine DuBose, Finance Director, provided an overview of the financial statements.

Presentation item only; no Board action required.

10. Consideration and possible action by Tomball EDC to approve a request by Houston Poly Bag I, Ltd. for a one-year extension of time in order to complete the construction of a 41,000 square-foot warehouse facility and make other capital improvements located at 11726 Holderrieth Road, Tomball, Texas 77375.

Secretary Sumner submitted a conflict of interest form to recuse from this item.

Motion made by Vice-President Vaughan, Seconded by Member Jaeger.

Voting Yea: President Fagan, Vice-President Vaughan, Treasurer Bruce, Member Jaeger.

The motion carried unanimously.

11. Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Della Casa Pasta LLC to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 1599 Hicks St. Suite 2, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$6,520.00.

- Public Hearing

President Fagan opened the public hearing at 5:47 p.m. No comments were received. Public hearing was closed at 5:47 p.m.

Motion made by Secretary Sumner, Seconded by Treasurer Bruce.

Voting Yea: President Fagan, Vice-President Vaughan, Secretary Sumner, Treasurer Bruce, Member Jaeger.

The motion carried unanimously.

12. Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Rehab Garage LLC to make direct incentives to, or expenditures for, the promotion of new or expanded business enterprises associated with the expansion of an office/warehouse facility located at 723 South Cherry Street, Tomball, TX. The estimated amount of expenditures for such Project is an amount not to exceed \$18,639.00.

- Public Hearing

This item was withdrawn by the applicant; no Board action required.

13. The Tomball Economic Development Corporation will enter into a Workshop Session to discuss the Fiscal Year 2022-2023 Tomball Economic Development Corporation Budget.

Workshop Session only; no Board action required.

14. Consideration and possible action by Tomball EDC to approve the Tomball Economic Development Corporation Fiscal Year 2022-2023 Budget.

- Public Hearing

President Fagan opened the public hearing at 6:12 p.m. No public comments were received. Public hearing was closed at 6:12 p.m.

Motion made by Member Jaeger, Seconded by Treasurer Bruce to approve the Fiscal Year 2022-2023 Tomball Economic Development Corporation Budget

as presented above, subject to any administrative changes discussed in Executive Session.

Voting Yea: President Fagan, Vice-President Vaughan, Secretary Sumner, Treasurer Bruce, Member Jaeger.

The motion carried unanimously.

15. EXECUTIVE SESSION: The Tomball Economic Development Corporation Board will meet in Executive Session as authorized by Title 5, Chapter 551, Texas Government Code, The Texas Open Meetings Act, for the following purpose:

- Section 551.072, - Deliberations regarding real property: Deliberate the purchase, exchange, sale, lease, or value of real property.

- Section 551.087, - Deliberation regarding Economic Development negotiations.

- Section 551.074, - To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: the Executive Director and Staff.

The Tomball Economic Development Corporation Board recessed at 6:14 p.m.

16. Reconvene into regular session and take action, if necessary, on items discussed in Executive Session.

The Tomball Economic Development Corporation Board reconvened at 7:29 p.m.

17. Consideration and possible action by Tomball EDC to ratify approval of a commercial real estate contract – unimproved property between the Corporation as Seller and Newcor Development, LLC and/or assigns as purchaser and authorize the execution of contracts and documentation by the EDC Executive Director relating to approximately 1.7484 gross acres of land identified as Lot 4-1 of the Tomball Business and Technology Park Lot 9 Replat Subdivision.

Motion made by Vice-President Vaughan, Seconded by Treasurer Bruce.

Voting Yea: President Fagan, Vice-President Vaughan, Secretary Sumner, Treasurer Bruce, Member Jaeger.

The motion carried unanimously.

18. Consideration and possible action by Tomball EDC to approve that one certain commercial real estate contract – unimproved property between the Corporation as Seller and The Urban Group, LLC and/or assigns as purchaser relating to approximately 18.2846 acres of land, identified as Lot 8 of the Tomball Business and Technology Park Lots 4 and 8 Replat Subdivision.

Motion made by Treasurer Bruce, Seconded by Vice-President Vaughan.

Voting Yea: President Fagan, Vice-President Vaughan, Secretary Sumner, Treasurer Bruce, Member Jaeger.

The motion carried unanimously.

I. Adjournment

Motion made by Treasurer Bruce, Seconded by Secretary Sumner to adjourn the meeting at 7:32 p.m.

Voting Yea: President Fagan, Vice-President Vaughan, Secretary Sumner, Treasurer Bruce, Member Jaeger.

The motion carried unanimously.

C E R T I F I C A T I O N

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 8th day of JULY 2022 by 5:30 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Kelly Violette
Executive Director

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary’s office at (281) 290-1002 or FAX (281) 351-6256 for further information.

AGENDAS MAY BE VIEWED ONLINE AT www.ci.tomball.tx.us.

PASSED AND APPROVED this the 13th day of September 2022.

President, Tomball EDC Board

Secretary, Tomball EDC Board

Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: November 15, 2022

Topic:

Special Tomball EDC Meeting of August 2, 2022

Background:

Origination: Kelly Violette, Executive Director

Recommendation:

Approval of the Minutes for the Meeting of August 2, 2022

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____
Staff Member-TEDC Date

Approved by _____
Executive Director-TEDC Date

**NOTICE OF SPECIAL TOMBALL ECONOMIC DEVELOPMENT
CORPORATION MEETING**



**Tuesday, August 02, 2022
5:30 PM**

Notice is hereby given of a meeting of the Tomball Economic Development Corporation, to be held on Tuesday, August 02, 2022 at 5:30 PM, City Hall, 401 Market Street, Tomball, TX 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball Economic Development Corporation reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF TOMBALL, TEXAS, WILL CONDUCT A SPECIAL MEETING SCHEDULED FOR AUGUST 2, 2022, 5:30 PM, AT 401 MARKET STREET, TOMBALL, TEXAS, 77375. THIS MEETING AGENDA AND THE AGENDA PACKET ARE POSTED ONLINE AT:

<HTTPS://TOMBALLTX.GOV/ARCHIVE.ASPX?AMID=38>

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President Fagan called the meeting to order at 5:30 p.m.

PRESENT

Vice-President Steven Vaughan
Secretary Bill Sumner (via Zoom)
Treasurer Richard Bruce
Member Clete Jaeger
Member Chad Degges
Member Randy Parr

OTHERS PRESENT

- Tiffani Wooten
- Tori Gleason
- Mark Stoll
- Claudia Harmon-Gonzalez
- Kyle Bertrand
- Tom Condon
- Kaela Olson (via Zoom)

- A. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*

President Fagan opened public comments at 5:30 p.m. No comments were received. Public comments were closed at 5:31 p.m.

- B. New Business

- 1. Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Clearhope Counseling & Wellness Center, PC to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 1431 Graham Drive, Suite 130, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$6,875.00.

- Public Hearing

- President Fagan opened the public hearing at 5:39 p.m. No comments were received. Public hearing was closed at 5:39 p.m.

- Motion made by Member Degges, Seconded by Member Jaeger.

- Voting Yea: President Fagan, Vice-President Vaughan, Secretary Sumner, Treasurer Bruce, Member Jaeger, Member Degges, Member Parr.

- The motion carried unanimously.

- 2. EXECUTIVE SESSION: The Tomball Economic Development Corporation Board will meet in Executive Session as authorized by Title 5, Chapter 551, Texas Government Code, The Texas Open Meetings Act, for the following purpose:

- Section 551.087, - Deliberation regarding Economic Development negotiations.

- Section 551.074, - To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: the Executive Director and Staff.

The Tomball Economic Development Corporation Board recessed at 5:40 p.m.

- 3. Reconvene into regular session and take action, if necessary, on items discussed in Executive Session.

The Tomball Economic Development Corporation reconvened at 8:13 p.m.

Motion made by Secretary Sumner, seconded by Treasurer Bruce to approve administrative salary adjustments to the Tomball Economic Development Corporation Fiscal Year 2022-2023 Budget as discussed in Executive Session.

Voting Yea: President Fagan, Vice-President Vaughan, Secretary Sumner, Treasurer Bruce, Member Jaeger, Member Degges, Member Parr.

The motion carried unanimously.

C. Adjournment

Motion made by Treasurer Bruce, Seconded by Secretary Sumner to adjourn the meeting at 8:14 p.m.

Voting Yea: President Fagan, Vice-President Vaughan, Secretary Sumner, Treasurer Bruce, Member Jaeger, Member Degges, Member Parr.

The motion carried unanimously.

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 29th day of July 2022 by 5:30 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Kelly Violette

Executive Director

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PASSED AND APPROVED this the 13th day of September 2022.

President, Tomball EDC Board

Secretary, Tomball EDC Board

Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: November 15, 2022

Topic:

Special Joint Tomball EDC and Tomball City Council Meeting of August 15, 2022

Background:

Origination: Kelly Violette, Executive Director

Recommendation:

Approval of the Minutes for the Meeting of August 15, 2022

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____
Staff Member-TEDC Date

Approved by _____
Executive Director-TEDC Date

NOTICE OF SPECIAL JOINT COUNCIL AND TEDC MEETING



**Monday, August 15, 2022
4:30 PM**

Notice is hereby given of a meeting of the Tomball Economic Development Corporation, to be held on Monday, August 15, 2022 at 4:30 PM, City Hall, 401 Market Street, Tomball, TX 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball Economic Development Corporation reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

- A. **THE CITY OF TOMBALL AND THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF TOMBALL, TEXAS, WILL CONDUCT THE JOINT MEETING SCHEDULED FOR AUGUST 15, 2022, 4:30 PM, AT 401 MARKET STREET, TOMBALL, TEXAS, 77375 VIA PHYSICAL ATTENDANCE AND ZOOM. THIS MEETING AGENDA AND THE AGENDA PACKET ARE POSTED ONLINE AT:**

[HTTPS://TOMBALLTX.GOV/ARCHIVE.ASPX?AMID=38](https://tomballtx.gov/archive.aspx?amid=38)

A RECORDING OF THE MEETING WILL BE MADE AND WILL BE AVAILABLE TO THE PUBLIC IN ACCORDANCE WITH THE OPEN MEETINGS ACT UPON WRITTEN REQUEST.

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location): +1 312 626 6799 US (Chicago); +1 646 876 9923 US (New York); +1 301 715 8592 US; +1 346 248 7799 US (Houston); +1 408 638 0968 US (San Jose); +1 669 900 6833 US (San Jose); or +1 253 215 8782 US (Tahoma) - Meeting ID: 846 0246 3900, Passcode: 031408. The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

- A. A. Call to Order

President Fagan called the meeting to order at 4:35 p.m.

PRESENT:

Council 1 John Ford

Council 2 Mark Stoll

Council 3 Dane Dunagin
Council 5 Randy Parr
Council 4 Derek Townsend, Sr. (via video)

OTHERS PRESENT (CITY):
City Manager – David Esquivel
Assistant City Manager – Jessica Rogers (via video)
City Secretary – Doris Speer
Assistant City Secretary – Tracylynn Garcia
Finance Director – Katherine Tapscott
Director of Community Development – Nathan Dietrich
Fire Chief – Joe Sykora
Marketing Manager – Sasha Smith
Project Manager - Meagan Mageo
Sr. Admin. Assistant-CSO – Sasha Luna
Financial Analyst – Lexi McMinn (via video)

TEDC President Fagan called the special meeting of the Tomball Economic Development Corporation to order at 4:30 p.m.

PRESENT:
TEDC President Fagan
TEDC Board Member Degges
TEDC Board Member Bruce
TEDC Board Member Vaughan
TEDC Board Member Jaeger
TEDC Board Member Sumner (via video)

OTHERS PRESENT (TEDC):
Executive Director-TEDC – Kelly Violette
Assistance Director-TEDC – Tiffani Wooten
Coordinator-TEDC – Tori Gleason

- B. B. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*

President Fagan opened public comments at 4:36 p.m. No comments were received. Public comments were closed at 4:36 p.m.

C. C. New Business

1. The Tomball Economic Development Corporation and the Tomball City Council will enter into a Workshop Session regarding the Tomball Economic Development Corporation Budget for Fiscal Year 2022-2023.

Workshop session only; no Board action required.

2. EXECUTIVE SESSION: The Tomball Economic Development Corporation Board and Tomball City Council will meet in Executive Session as authorized by Title 5, Chapter 551, Texas Government Code, The Texas Open Meetings Act, for the following purpose:

Section 551.074 - To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: the Executive Director and Staff.

The Tomball Economic Development Corporation Board recessed at 4:45 p.m.

3. Reconvene into regular session and take action, if necessary, on items discussed in Executive Session.

The Tomball Economic Development Corporation reconvened at 6:00 p.m.

D. D. Adjournment

Motion made by Vice President Vaughan, Seconded by Member Degges to adjourn the meeting at 6:00 p.m.

Voting Yea: President Fagan, Vice-President Vaughan, Secretary Sumner, Member Jaeger, Member Degges, Member Parr.

The motion carried unanimously.

E. CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 11th day of August 2022 by 4:30 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Doris Speer
City Secretary, TRMC, MMC

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information.

AGENDAS MAY BE VIEWED ONLINE AT www.ci.tomball.tx.us.

PASSED AND APPROVED this the 13 th day of September 2022.

President, Tomball EDC Board

Secretary, Tomball EDC Board

Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: November 15, 2022

Topic:

Special Joint Tomball EDC and Tomball City Council Meeting of September 6, 2022

Background:

Origination: Kelly Violette, Executive Director

Recommendation:

Approval of the Minutes for the Meeting of September 6, 2022

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____
Staff Member-TEDC Date

Approved by _____
Executive Director-TEDC Date

NOTICE OF SPECIAL JOINT COUNCIL AND TEDC MEETING

TOMBALL

ECONOMIC DEVELOPMENT CORP.

Tuesday, September 6, 2022
4:00 PM

Notice is hereby given of a meeting of the Tomball Economic Development Corporation, to be held on Tuesday, September 6 2022 at 4:00 PM, City Hall, 401 Market Street, Tomball, TX 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball Economic Development Corporation reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

- A. THE CITY OF TOMBALL AND THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF TOMBALL, TEXAS, WILL CONDUCT THE JOINT MEETING SCHEDULED FOR SEPTEMBER 6, 2022, 4:00 PM, AT 401 MARKET STREET, TOMBALL, TEXAS, 77375 VIA PHYSICAL ATTENDANCE AND ZOOM. THIS MEETING AGENDA AND THE AGENDA PACKET ARE POSTED ONLINE AT:

[HTTPS://TOMBALLTX.GOV/ARCHIVE.ASPX?AMID=38](https://tomballtx.gov/archive.aspx?amid=38)

A RECORDING OF THE MEETING WILL BE MADE AND WILL BE AVAILABLE TO THE PUBLIC IN ACCORDANCE WITH THE OPEN MEETINGS ACT UPON WRITTEN REQUEST.

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location): +1 312 626 6799 US (Chicago); +1 646 876 9923 US (New York); +1 301 715 8592 US; +1 346 248 7799 US (Houston); +1 408 638 0968 US (San Jose); +1 669 900 6833 US (San Jose); or +1 253 215 8782 US (Tahoma) - Meeting ID: 835 3174 3603, Passcode: 215109. The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

- A. A. Call to Order

President Fagan called the meeting to order at 4:00 p.m.

PRESENT:

Council 1 John Ford

Council 2 Mark Stoll

Council 3 Dane Dunagin
Council 4 Derek Townsend, Sr.
Council 5 Randy Parr

OTHERS PRESENT (CITY):
City Manager – David Esquivel
Assistant City Manager – Jessica Rogers
City Secretary – Doris Speer
Assistant City Secretary – Tracylynn Garcia
Attorney – Justin Pruitt

TEDC President Fagan called the special meeting of the Tomball Economic Development Corporation to order at 4:00 p.m.

PRESENT:
TEDC President Fagan
TEDC Board Member Degges
TEDC Board Member Bruce
TEDC Board Member Vaughan
TEDC Board Member Sumner (via video)

ABSENT
TEDC Board Member Jaegar

OTHERS PRESENT (TEDC):
Executive Director-TEDC – Kelly Violette
Assistance Director-TEDC – Tiffani Wooten
Coordinator-TEDC – Tori Gleason

- B. B. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*

President Fagan opened public comments at 4:02 p.m. No comments were received. Public comments were closed at 4:02 p.m.

- C. New Business

1. EXECUTIVE SESSION: The Tomball Economic Development Corporation Board and Tomball City Council will meet in Executive Session as authorized by Title 5, Chapter 551, Texas Government Code, The Texas Open Meetings Act, for the following purpose:

Section 551.074 - To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: the Executive Director and Staff.

The Tomball Economic Development Corporation Board recessed at 4:06 p.m.

2. Reconvene into regular session and take action, if necessary, on items discussed in Executive Session.

The Tomball Economic Development Corporation reconvened at 5:28 p.m.

3. The Tomball Economic Development Corporation and the Tomball City Council will enter into a Workshop Session regarding the Tomball Economic Development Corporation Budget for Fiscal Year 2022-2023.

Adjournment

Motion made by Member Parr, Seconded by Treasurer Bruce to adjourn the meeting at 5:28 p.m.

Voting Yea: President Fagan, Vice-President Vaughan, Secretary Sumner, Treasurer Bruce, Member Degges, Member Parr.

The motion carried unanimously.

E. CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 11th day of August 2022 by 4:30 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Doris Speer
City Secretary, TRMC, MMC

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please

contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information.

AGENDAS MAY BE VIEWED ONLINE AT www.ci.tomball.tx.us.

PASSED AND APPROVED this the 13th day of September 2022.

President, Tomball EDC Board

Secretary, Tomball EDC Board

Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: November 15, 2022

Topic:

Election of Officers: President, Vice President, Secretary, Treasurer

Background:

The TEDC By-laws require the Corporation officers to elect a President, Vice President, Secretary, and Treasurer annually. The current officers are:

- President – Gretchen Fagan
- Vice President – Steven Vaughan
- Secretary – Bill Sumner
- Treasurer – Richard Bruce

Origination: TEDC By-laws

Recommendation:

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____
Staff Member-TEDC Date

Approved by _____
Executive Director-TEDC Date

President

The president shall be the chief executive officer of the Corporation. The president shall supervise and control all of the business and affairs of the Corporation. The president shall preside at all meetings of Board of Directors. When the execution of any contract or installment shall have been authorized by the Board, then the president shall execute same except where such power is expressly delegated to another officer of the Corporation. The president shall perform other duties prescribed by the Board and all duties incident to the office of president.

Vice President

When the president is absent, is unable to act, or refuses to act, the vice president shall perform the duties of the president. When acting in place of the president, the vice president shall have all the powers and duties as the president and be subject to all of the limitations and restrictions placed upon the president.

Secretary

The secretary shall oversee that the Corporation staff perform the following duties:

- (a) Give all notices as provided in the bylaws or as required by law.
- (b) Take minutes of the meetings of the Board of Directors and keep the minutes as part of the corporate records.
- (c) Maintain custody of the corporate records, authenticate corporate documents and affix the seal of the Corporation as required.
- (d) Keep a register for the mailing address of each Director and officer of the Corporation.
- (e) Perform duties as assigned by the president of the Board of Directors
- (f) Perform all duties incident to the office of secretary

Treasurer

The treasurer shall oversee that the Corporation staff perform the following duties:

- (a) have charge and custody of and be responsible for all funds and securities of the Corporation.
- (b) Receive and give receipts for moneys due and payable to the Corporation from any source.
- (c) Deposit all moneys in the name of the Corporation in banks, trust companies, or other depositories as provided by these Bylaws.
- (d) Write checks and disburse funds to discharge obligations of the Corporation.
- (e) Maintain the financial books and records of the Corporation.
- (f) Prepare financial reports at least annually.
- (g) Perform other duties as assigned by the Board of Directors.
- (h) Perform all duties incident to the office of treasurer.

Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: November 15, 2022

Topic:

Presentation by Katherine Tapscott, Finance Director, regarding the Tomball EDC 2021-2022 Fiscal Year End financial statements.

Background:

- Sales Tax Memo
- Profit & Loss vs Actual
- Comparison Profit & Loss
- Standard Balance Sheet
- Comparison Balance Sheet
- Active Project Grants
- Quarterly Investment Report
- Business Improvement Grants Overview
- Old Town Façade Improvement Grants Overview

Origination: Katherine Tapscott, Finance Director

Recommendation: Presentation item only.

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____
Staff Member-TEDC Date

Approved by _____
Executive Director-TEDC Date

TOMBALL ECONOMIC DEVELOPMENT CORPORATION MEMORANDUM

TO: TEDC Board of Directors

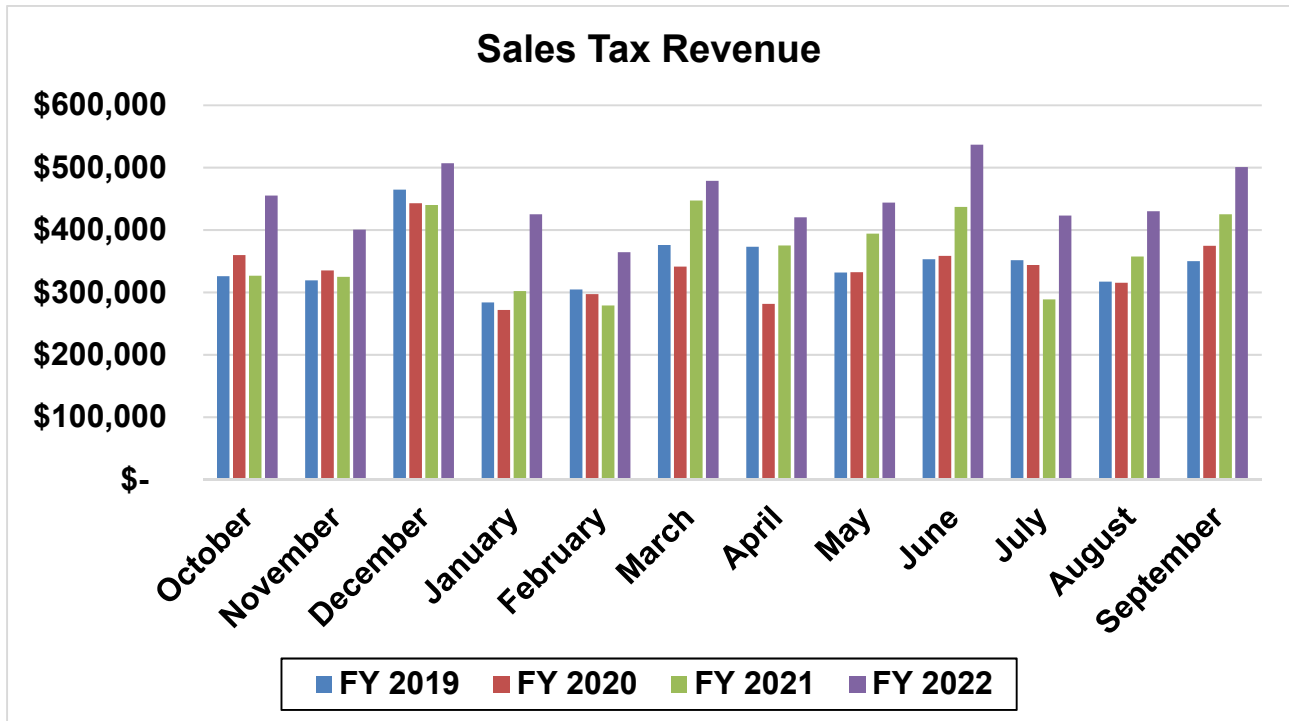
FROM: Katherine Tapscott, Finance Director

SUBJECT: Preliminary Financial Information for Year Ending September 30, 2022

DATE: November 15, 2022

Attached is the preliminary financial information for the year ending September 30, 2022 for the Tomball Economic Development Corporation.

Total revenues for the fiscal year were \$7,898,491, which was \$3,440,491 greater than the budgeted amount of \$4,458,000. Sales tax revenues were \$5,386,245, which was \$1,286,245 greater than the budgeted amount of \$4,100,000. For fiscal year 2022, sales tax revenues were up 22.5% over the previous year on an accrual basis. Investment income was \$410,408, which was \$60,408 greater than expected for the fiscal year.



Total administrative expenses for the fiscal year were \$604,982, which was \$58,950 less than the budgeted amount of \$663,932. Indirect Economic Development costs for the fiscal year were \$464,360, which was \$225,605 less than the budgeted amount of \$689,965.

Included in the financial information is a schedule of active project grants, which assists with tracking of TEDC grant commitments. The schedule is updated as project grants are added and prior commitments are paid. As of September 30, 2022, the TEDC had outstanding commitments for Board Approved Grants of \$1,828,989.

The Quarterly Investment Report is also included, which lists the details of the TEDC's investment portfolio. As of September 30, 2022, TEDC's cash and cash equivalents totaled over \$16.3 million. Additionally, TEDC held securities with a total market value of \$6,282,515 as of September 30, 2022.

Tomball Economic Development Corporation
Profit & Loss Budget vs. Actual
October 2021 through September 2022

	Oct '21 - Sep 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Lease Revenue	292,812.73		292,812.73	100.0%
Miscellaneous	1,264.55		1,264.55	100.0%
Sales of Business Park Property	1,799,760.84		1,799,760.84	100.0%
Grants	8,000.00	8,000.00		100.0%
Sales Tax	5,386,245.49	4,100,000.00	1,286,245.49	131.4%
Interest	410,407.66	350,000.00	60,407.66	117.3%
Total Income	7,898,491.27	4,458,000.00	3,440,491.27	177.2%
Gross Profit	7,898,491.27	4,458,000.00	3,440,491.27	177.2%
Expense				
Administrative Expenditures				
Salaries and Benefits				
Benefits-Coordinator	22,435.48	22,077.00	358.48	101.6%
Salary-Coordinator	59,851.43	58,789.00	1,062.43	101.8%
Overtime	20.55	3,000.00	-2,979.45	0.7%
Benefits-Admin. Asst.	25,181.97	18,529.00	6,652.97	135.9%
Wages-Admin. Asst.	28,035.68	38,000.00	-9,964.32	73.8%
Salary-Executive Director	134,893.11	134,533.00	360.11	100.3%
Salary- Assistant Director	91,517.53	89,892.00	1,625.53	101.8%
Benefits-Executive Director	47,478.43	47,340.00	138.43	100.3%
Benefits- Assistant Director	49,662.64	45,972.00	3,690.64	108.0%
Total Salaries and Benefits	459,076.82	458,132.00	944.82	100.2%
Other Personnel Expenditures				
Auto Allowance-Assistant Dir	6,000.00	6,000.00		100.0%
Phone Allowance- Assistant Dir	900.00	900.00		100.0%
Phone Allow.-Exec. Dir.	900.00	900.00		100.0%
Auto Allowance-Exec. Director	10,800.00	10,800.00		100.0%
Dues and Subscriptions	11,491.56	10,000.00	1,491.56	114.9%
Seminar/Conference Registration	10,349.00	18,000.00	-7,651.00	57.5%
Travel and Training	17,654.69	30,000.00	-12,345.31	58.8%
Local Travel Expense	89.72	500.00	-410.28	17.9%
Total Other Personnel Expenditures	58,184.97	77,100.00	-18,915.03	75.5%
Service and Supply Expenditures				
Insurance	17,952.76	15,000.00	2,952.76	119.7%
Contract Administrative Service	25,000.00	25,000.00		100.0%
Bank Charges & Postage	2,197.75	3,500.00	-1,302.25	62.8%
Computer Equip. and Maint.	4,296.53	5,000.00	-703.47	85.9%
Communications Services	4,267.91	5,200.00	-932.09	82.1%
Legal Fees	4,690.53	40,000.00	-35,309.47	11.7%
Lease Expense-GTACC	25,055.65	25,000.00	55.65	100.2%
Office Supplies	4,259.31	10,000.00	-5,740.69	42.6%
Total Service and Supply Expenditures	87,720.44	128,700.00	-40,979.56	68.2%
Total Administrative Expenditures	604,982.23	663,932.00	-58,949.77	91.1%

Tomball Economic Development Corporation
Profit & Loss Budget vs. Actual
October 2021 through September 2022

	Oct '21 - Sep 22	Budget	\$ Over Budget	% of Budget
Indirect Economic Development				
Economic Impact Model License	4,561.00	4,565.00	-4.00	99.9%
Promotional Items	4,714.78	6,500.00	-1,785.22	72.5%
Printing	1,121.50	6,500.00	-5,378.50	17.3%
Event Sponsorships	8,038.42	29,000.00	-20,961.58	27.7%
Chamber Guide	8,354.00	8,400.00	-46.00	99.5%
Marketing	83,115.00	100,000.00	-16,885.00	83.1%
Website and GIS	12,100.00	20,000.00	-7,900.00	60.5%
Professional Services	297,441.02	500,000.00	-202,558.98	59.5%
Miscellaneous	44,914.05	15,000.00	29,914.05	299.4%
Total Indirect Economic Development	464,359.77	689,965.00	-225,605.23	67.3%
City Debt Service				
Medical Complex/Persimmon	222,222.00	222,222.00		100.0%
Business Park Infrastructure	537,662.50	537,663.00	-0.50	100.0%
Southside Utility Ext.(2/15/22)	370,000.00	370,000.00		100.0%
Total City Debt Service	1,129,884.50	1,129,885.00	-0.50	100.0%
Grants, Loans & Other Exp.				
South Live Oak Redevelopment	76,553.32	4,000,000.00	-3,923,446.68	1.9%
Depreciation	211,653.38			
Old Town Facade Grants- Prior Y	125,560.35	200,000.00	-74,439.65	62.8%
Old Town Facade Grants- Current		250,000.00	-250,000.00	
Business Park Expenses	107,414.95	300,000.00	-192,585.05	35.8%
Sales Tax Reimb.Grants (380)	66,823.16	55,000.00	11,823.16	121.5%
Business Imp. Grants- Prior Yr.	197,302.46	255,850.00	-58,547.54	77.1%
Business Imp. Grants- Curr. Yr.	121,344.17	350,000.00	-228,655.83	34.7%
Project Grants	620,825.45	2,500,000.00	-1,879,174.55	24.8%
Property Acquisition		2,500,000.00	-2,500,000.00	
Total Grants, Loans & Other Exp.	1,527,477.24	10,410,850.00	-8,883,372.76	14.7%
Total Expense	3,726,703.74	12,894,632.00	-9,167,928.26	28.9%
Net Ordinary Income	4,171,787.53	-8,436,632.00	12,608,419.53	-49.4%
Net Income	4,171,787.53	-8,436,632.00	12,608,419.53	-49.4%

Tomball Economic Development Corporation
Profit & Loss Prev Year Comparison
 October 2021 through September 2022

	Oct '21 - Sep 22	Oct '20 - Sep 21	\$ Change	% Change
Ordinary Income/Expense				
Income				
Miscellaneous	1,264.55	0.00	1,264.55	100.0%
Sales of Business Park Property	1,799,760.84	583,289.36	1,216,471.48	208.6%
Grants	8,000.00	16,000.00	-8,000.00	-50.0%
Sales Tax	2,739,344.45	3,625,859.96	-886,515.51	-24.5%
Interest	410,407.66	352,380.83	58,026.83	16.5%
Total Income	4,958,777.50	4,577,530.15	381,247.35	8.3%
Gross Profit	4,958,777.50	4,577,530.15	381,247.35	8.3%
Expense				
Administrative Expenditures				
Salaries and Benefits				
Benefits-Coordinator	22,435.48	0.00	22,435.48	100.0%
Salary-Coordinator	59,851.43	0.00	59,851.43	100.0%
Overtime	20.55	0.00	20.55	100.0%
Benefits-Admin. Asst.	25,181.97	19,242.49	5,939.48	30.9%
Wages-Admin. Asst.	28,035.68	45,245.84	-17,210.16	-38.0%
Salary-Executive Director	134,893.11	128,661.57	6,231.54	4.8%
Salary- Assistant Director	91,517.53	87,290.61	4,226.92	4.8%
Benefits-Executive Director	47,478.43	52,959.47	-5,481.04	-10.4%
Benefits- Assistant Director	49,662.64	56,971.66	-7,309.02	-12.8%
Total Salaries and Benefits	459,076.82	390,371.64	68,705.18	17.6%
Other Personnel Expenditures				
Auto Allowance-Assistant Dir	6,000.00	1,200.00	4,800.00	400.0%
Phone Allowance- Assistant Dir	900.00	900.00	0.00	0.0%
Phone Allow.-Exec. Dir.	900.00	900.00	0.00	0.0%
Auto Allowance-Exec. Director	10,800.00	7,200.00	3,600.00	50.0%
Dues and Subscriptions	11,491.56	7,681.35	3,810.21	49.6%
Seminar/Conference Registration	10,349.00	10,396.00	-47.00	-0.5%
Travel and Training	17,654.69	3,439.75	14,214.94	413.3%
Local Travel Expense	89.72	236.06	-146.34	-62.0%
Total Other Personnel Expenditures	58,184.97	31,953.16	26,231.81	82.1%
Service and Supply Expenditures				
Insurance	17,952.76	9,847.14	8,105.62	82.3%
Contract Administrative Service	25,000.00	25,000.00	0.00	0.0%
Bank Charges & Postage	2,197.75	3,016.62	-818.87	-27.2%
Computer Equip. and Maint.	4,296.53	5,823.29	-1,526.76	-26.2%
Communications Services	4,267.91	3,975.61	292.30	7.4%
Legal Fees	4,690.53	31,995.50	-27,304.97	-85.3%
Lease Expense-GTACC	25,055.65	24,573.55	482.10	2.0%
Office Supplies	4,259.31	2,187.89	2,071.42	94.7%
Total Service and Supply Expenditures	87,720.44	106,419.60	-18,699.16	-17.6%
Total Administrative Expenditures	604,982.23	528,744.40	76,237.83	14.4%

Tomball Economic Development Corporation
Profit & Loss Prev Year Comparison
October 2021 through September 2022

	Oct '21 - Sep 22	Oct '20 - Sep 21	\$ Change	% Change
Indirect Economic Development				
Economic Impact Model License	4,561.00	4,428.00	133.00	3.0%
Promotional Items	4,714.78	1,159.55	3,555.23	306.6%
Printing	1,121.50	5,403.97	-4,282.47	-79.3%
Event Sponsorships	8,038.42	24,027.78	-15,989.36	-66.6%
Chamber Guide	8,354.00	8,354.00	0.00	0.0%
Area Street Maps	0.00	3,875.00	-3,875.00	-100.0%
Marketing	83,115.00	80,150.00	2,965.00	3.7%
Website and GIS	12,100.00	36,299.00	-24,199.00	-66.7%
Professional Services	297,441.02	202,419.69	95,021.33	46.9%
Miscellaneous	44,914.05	78,231.70	-33,317.65	-42.6%
Total Indirect Economic Development	464,359.77	444,348.69	20,011.08	4.5%
City Debt Service				
Medical Complex/Persimmon	222,222.00	222,222.00	0.00	0.0%
Business Park Infrastructure	537,662.50	535,662.50	2,000.00	0.4%
Southside Utility Ext.(2/15/22)	370,000.00	370,000.00	0.00	0.0%
Total City Debt Service	1,129,884.50	1,127,884.50	2,000.00	0.2%
Grants, Loans & Other Exp.				
South Live Oak Redevelopment	865.71	0.00	865.71	100.0%
Depreciation	211,653.38	209,883.00	1,770.38	0.8%
Old Town Facade Grants- Prior Y	125,560.35	38,782.50	86,777.85	223.8%
Business Park Expenses	107,414.95	81,162.12	26,252.83	32.4%
Sales Tax Reimb.Grants (380)	66,823.16	50,139.36	16,683.80	33.3%
Business Imp. Grants- Prior Yr.	197,302.46	67,000.13	130,302.33	194.5%
Business Imp. Grants- Curr. Yr.	121,344.17	62,078.46	59,265.71	95.5%
Project Grants	620,825.45	210,157.75	410,667.70	195.4%
Property Acquisition	0.00	0.00	0.00	0.0%
Total Grants, Loans & Other Exp.	1,451,789.63	719,203.32	732,586.31	101.9%
Total Expense	3,651,016.13	2,820,180.91	830,835.22	29.5%
Net Ordinary Income	1,307,761.37	1,757,349.24	-449,587.87	-25.6%
Other Income/Expense				
Other Income				
Other Income				
Unrealized Gains/Losses on Inv.	-468,744.18	-264,615.14	-204,129.04	-77.1%
Total Other Income	-468,744.18	-264,615.14	-204,129.04	-77.1%
Total Other Income	-468,744.18	-264,615.14	-204,129.04	-77.1%
Net Other Income	-468,744.18	-264,615.14	-204,129.04	-77.1%
Net Income	839,017.19	1,492,734.10	-653,716.91	-43.8%

Tomball Economic Development Corporation
Balance Sheet Prev Year Comparison
As of September 30, 2022

	Sep 30, 22	Sep 30, 21	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
Wells Fargo, checking	265,310.39	339,695.61	-74,385.22	-21.9%
TexasCLASS	984,064.15	976,099.22	7,964.93	0.8%
TexPool	15,083,092.85	8,007,604.12	7,075,488.73	88.4%
Total Checking/Savings	16,332,467.39	9,323,398.95	7,009,068.44	75.2%
Accounts Receivable				
Accounts Receivable - Other	-59,931.00	-61,931.00	2,000.00	3.2%
Accrued Interest Receivable	-65,500.00	-65,500.00	0.00	0.0%
Accounts Receivable	-3,754,648.62	-1,243,637.44	-2,511,011.18	-201.9%
Total Accounts Receivable	-3,880,079.62	-1,371,068.44	-2,509,011.18	-183.0%
Other Current Assets				
Investment Securities	6,282,514.81	9,506,258.99	-3,223,744.18	-33.9%
Total Other Current Assets	6,282,514.81	9,506,258.99	-3,223,744.18	-33.9%
Total Current Assets	18,734,902.58	17,458,589.50	1,276,313.08	7.3%
Fixed Assets				
Buildings and Improvements				
Accumulated Depreciation	-525,593.38	-313,940.00	-211,653.38	-67.4%
Buildings and Improvements - Other	4,233,067.57	4,233,067.57	0.00	0.0%
Total Buildings and Improvements	3,707,474.19	3,919,127.57	-211,653.38	-5.4%
Land	3,650,855.05	3,871,114.37	-220,259.32	-5.7%
Total Fixed Assets	7,358,329.24	7,790,241.94	-431,912.70	-5.5%
TOTAL ASSETS	26,093,231.82	25,248,831.44	844,400.38	3.3%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
Accounts Payable	675,584.40	672,201.21	3,383.19	0.5%
Total Accounts Payable	675,584.40	672,201.21	3,383.19	0.5%

Tomball Economic Development Corporation
Balance Sheet Prev Year Comparison
As of September 30, 2022

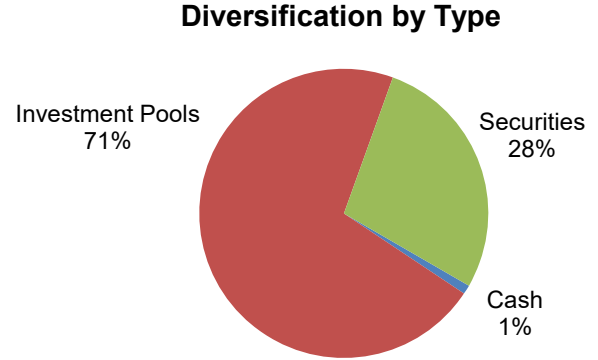
	Sep 30, 22	Sep 30, 21	\$ Change	% Change
Other Current Liabilities				
Refundable Deposit	10,869.00	8,869.00	2,000.00	22.6%
Total Other Current Liabilities	10,869.00	8,869.00	2,000.00	22.6%
Total Current Liabilities	686,453.40	681,070.21	5,383.19	0.8%
Total Liabilities	686,453.40	681,070.21	5,383.19	0.8%
Equity				
Fund Balance				
Assigned Fund Balance	0.00	68,814.64	-68,814.64	-100.0%
Board Approved Grants	1,828,989.40	1,838,469.75	-9,480.35	-0.5%
Fund Balance - Other	25,280,806.64	22,878,655.52	2,402,151.12	10.5%
Total Fund Balance	27,109,796.04	24,785,939.91	2,323,856.13	9.4%
Retained Earnings	-2,542,034.81	-1,710,912.78	-831,122.03	-48.6%
Net Income	839,017.19	1,492,734.10	-653,716.91	-43.8%
Total Equity	25,406,778.42	24,567,761.23	839,017.19	3.4%
TOTAL LIABILITIES & EQUITY	26,093,231.82	25,248,831.44	844,400.38	3.3%

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION
ACTIVE PROJECT GRANTS (BOARD APPROVED GRANTS)
AS OF SEPTEMBER 30, 2022**

GRANTEE	APPROVED		ADDITIONS/DELETIONS		PAID		REMAINING AMOUNT
	DATE	AMOUNT	EXPIRATION DATE	DATE	AMOUNT	AMOUNT	
Dancing Falls Development, LLC	11/14/2017	50,925.00					
					1/14/2020	15,277.50	
					3/5/2021	5,092.50	
					9/1/2021	12,731.25	
					3/22/2022	5,092.50	12,731.25
ARC Management, LLC	5/15/2018	186,700.00					186,700.00
Century Hydraulics	5/14/2019	44,543.00	1/22/2023				44,543.00
JDR Cable Systems, Inc.	12/17/2019	135,591.00	2/23/2023				135,591.00
Houston Poly Bag I, Ltd	5/28/2020	84,894.00	8/3/2023				84,894.00
City of Tomball - Matheson Park	11/10/2020	300,000.00					300,000.00
Power Now, LLC	12/10/2020	45,000.00	2/5/2023				45,000.00
The Hutson Group	1/12/2021	48,800.00					48,800.00
DunnCo Properties II, Ltd.	3/9/2021	54,760.00	11/4/2022				54,760.00
Dicar, Inc.	7/13/2021	71,181.00	8/7/2023				71,181.00
Jonah's Movers	7/13/2021	26,925.00	3/7/2023				26,925.00
Silver Accounting Group, LLC	11/9/2021	8,236.00	1/16/2023				8,236.00
TECHSICO Wireless	11/9/2021	20,529.00	1/16/2024				20,529.00
GK Hospitality Development, LLC	11/9/2021	105,100.00	7/16/2023				105,100.00
Friends of Tomball Community Library	11/9/2021	47,614.00					47,614.00
Decatur Professional Development, LLC	1/11/2022	6,600.00	3/20/2023				6,600.00
Project Hanks/Macy's Inc.	1/11/2022	580,864.00	3/20/2024				580,864.00
Sip Hip Hooray	5/10/2022	40,545.00			10/11/2022	5,018.85	35,526.15
Della Casa Pasta LLC	7/12/2022	6,520.00	9/6/2023				6,520.00
Clearhope Counseling & Wellness Center, LP	8/2/2022	6,875.00	9/27/2023				6,875.00
Total		<u>\$ 1,872,202.00</u>				<u>\$ 38,193.75</u>	<u>\$ 1,828,989.40</u>
							<u>\$ -</u>

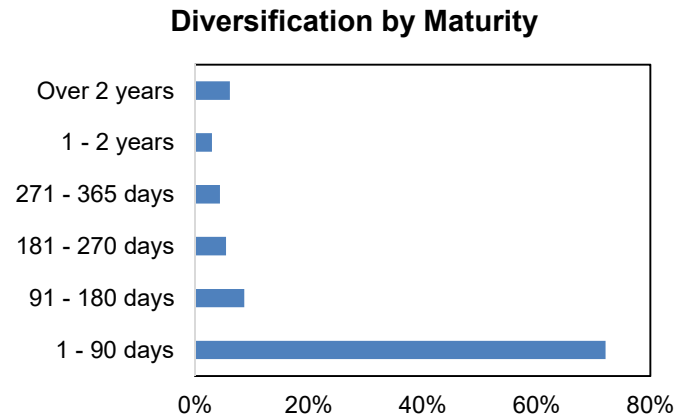
TOMBALL ECONOMIC DEVELOPMENT CORPORATION QUARTERLY INVESTMENT REPORT September 30, 2022

	Market Value		Change
	6/30/2022	9/30/2022	
Cash	\$ 168,478	\$ 233,356	\$ 64,878
Investment Pools	14,803,198	16,067,157	1,263,959
Securities	6,712,804	6,282,515	(430,289)
Total Portfolio	\$ 21,684,480	\$ 22,583,028	\$ 898,548



Safety of principal is the first priority of any Public investing portfolio. The Tomball Economic Development Corporation invests in securities of federal, state and local governments, and investment pools. These investments are in securities with a rating of A-1/P-1 or higher and pools with Standard & Poor's highest rating of AAAm.

	Current Market Value	Percent Portfolio
1 - 90 days	\$ 16,300,513	72%
91 - 180 days	1,969,489	9%
181 - 270 days	1,235,997	5%
271 - 365 days	998,697	4%
1 - 2 years	680,528	3%
Over 2 years	1,397,804	6%
Total Portfolio	\$ 22,583,028	



Ensuring adequate liquidity is available to cover all expenditures is the second priority of any public investing program. The Tomball Economic Development Corporation staff forecasts cash flow and matches the maturity of investments with future cash needs. A portion of funds are kept in overnight investments as a buffer for any unexpected expenditures. These overnight investments (TexPool, Texas CLASS) have been performing according to market in terms of yield as well as providing liquidity.

This report is in compliance with the investment strategies as approved and the Public Funds Investment Act.

Katherine Tapscott
 Finance Director

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION
 INVESTMENTS IN SECURITIES
 PORTFOLIO AS OF SEPTEMBER 30, 2022**

SECURITY DESCRIPTION	CUSIP NUMBER	MATURITY DATE	COUPON YIELD	PAR VALUE	MARKET VALUE	DAYS AFTER 09/30/22	INDIVIDUAL MARKET VALUE/TOTAL	WAM DAYS x PERCENT	Callable
1 Dallas TX Refunding	235219MG4	2/15/2023	4.839%	\$ 1,965,000	\$ 1,969,489	138	31.35%	43	Y
2 Univ. of Texas Taxble Refunding	914729SK5	4/15/2023	2.795%	\$ 750,000	\$ 743,887	197	11.84%	23	N
3 Federal Home Loan Bank	3030ASAP4	6/16/2023	2.250%	\$ 500,000	\$ 492,110	259	7.83%	20	Y
4 San Marcos TX Consol ISD Txbl Ref	798781XV7	8/1/2023	4.000%	\$ 1,000,000	\$ 998,697	305	15.90%	48	N
5 Conroe TX Cert of Obl	2083992X2	11/15/2023	5.000%	\$ 415,000	\$ 423,336	411	6.74%	28	N
6 Royce City Tx Cert of Obl	780860MK5	8/15/2024	5.000%	\$ 250,000	\$ 257,192	685	4.09%	28	N
7 Texas State TXBL- Pub Fin Auth	882724GV3	10/1/2024	3.225%	\$ 500,000	\$ 489,039	732	7.78%	57	N
8 Federal Home Loan Bank	3130AMTK8	6/30/2025	1.000%	\$ 1,000,000	\$ 908,765	1,004	14.46%	145	Y
TOTAL			3.514%	\$ 6,380,000	\$ 6,282,515	466	100.00%	393	

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION
CASH AND CASH EQUIVALENTS
FOR QUARTER ENDING
September 30, 2022**

FUNDS	CASH AND CASH EQUIVALENTS				INVESTMENTS		
MAJOR FUNDS	TEXAS CLASS	TEXPOOL	OPERATING ACCOUNTS	TOTAL CASH AND CASH EQUIVALENTS	TOTAL INVESTMENTS	TOTAL CASH, CASH EQUIVALENTS AND INVESTMENTS	
General	\$ 984,064	\$ 15,083,093	\$ 233,356	\$ 16,300,513	\$ 6,282,515	\$	22,583,028
TOTAL	\$ 984,064	\$ 15,083,093	\$ 233,356	\$ 16,300,513	\$ 6,282,515	\$	22,583,028

TOMBALL ECONOMIC DEVELOPMENT CORPORATION
ACTIVE PROJECT GRANTS (BOARD APPROVED GRANTS)
AS OF SEPTEMBER 30, 2022

GRANTEE	APPROVED		ADDITIONS/DELETIONS		PAID		REMAINING AMOUNT
	DATE	AMOUNT	EXPIRATION DATE	DATE	AMOUNT	AMOUNT	
Dancing Falls Development, LLC	11/14/2017	50,925.00					
					1/14/2020	15,277.50	
					3/5/2021	5,092.50	
					9/1/2021	12,731.25	
					3/22/2022	5,092.50	12,731.25
ARC Management, LLC	5/15/2018	186,700.00					186,700.00
Century Hydraulics	5/14/2019	44,543.00	1/22/2023				44,543.00
JDR Cable Systems, Inc.	12/17/2019	135,591.00	2/23/2023				135,591.00
Houston Poly Bag I, Ltd	5/28/2020	84,894.00	8/3/2023				84,894.00
City of Tomball - Matheson Park	11/10/2020	300,000.00					300,000.00
Power Now, LLC	12/10/2020	45,000.00	2/5/2023				45,000.00
The Hutson Group	1/12/2021	48,800.00					48,800.00
DunnCo Properties II, Ltd.	3/9/2021	54,760.00	11/4/2022				54,760.00
Dicar, Inc.	7/13/2021	71,181.00	8/7/2023				71,181.00
Jonah's Movers	7/13/2021	26,925.00	3/7/2023				26,925.00
Silver Accounting Group, LLC	11/9/2021	8,236.00	1/16/2023				8,236.00
TECHSICO Wireless	11/9/2021	20,529.00	1/16/2024				20,529.00
GK Hospitality Development, LLC	11/9/2021	105,100.00	7/16/2023				105,100.00
Friends of Tomball Community Library	11/9/2021	47,614.00					47,614.00
Decatur Professional Development, LLC	1/11/2022	6,600.00	3/20/2023				6,600.00
Project Hanks/Macy's Inc.	1/11/2022	580,864.00	3/20/2024				580,864.00
Sip Hip Hooray	5/10/2022	40,545.00			10/11/2022	5,018.85	35,526.15
Della Casa Pasta LLC	7/12/2022	6,520.00	9/6/2023				6,520.00
Clearhope Counseling & Wellness Center, LP	8/2/2022	6,875.00	9/27/2023				6,875.00
Total		\$ 1,872,202.00				\$ 38,193.75	\$ 1,828,989.40

TOMBALL ECONOMIC DEVELOPMENT CORPORATION
SUMMARY OF PROJECT GRANTS (BOARD APPROVED GRANTS)
AS OF SEPTEMBER 30, 2022

GRANTEE	APPROVED		EXPIRATION DATE	STATUS	ADDITIONS/DELETIONS		PAID		REMAINING
	DATE	AMOUNT			DATE	AMOUNT	DATE	AMOUNT	AMOUNT
Foster & Hendricks Manufacturing	9/5/2006	170,000.00		Out of Bus.		(170,000.00)			
Graco Awards	10/2/2006	40,000.00		Expired		(40,000.00)			
Eagle Gasket	5/22/2007	93,000.00		Completed			1/16/2009	93,000.00	
Devasco International	8/28/2007	120,000.00		Completed			4/22/2009	120,000.00	
MICO Group	11/27/2007	66,000.00		Completed		(6,000.00)	1/21/2009	60,000.00	
Maxpro South	11/27/2007	36,000.00		Completed		(3,000.00)	1/28/2009	33,000.00	
City of Tomball- Rudolph Road	9/4/2007	300,000.00		Expired					
Payments in previous quarters:							7/31/2008	32,914.01	
							9/30/2009	147.00	
							3/27/2009	2,426.00	
							6/3/2009	8,833.00	
							6/30/2010	34.10	
Persimmon Development	11/27/2008	60,000.00		Completed		(20,000.00)	11/9/2009	20,000.00	
							2/25/2010	20,000.00	-
Century Hydraulics	2/26/2008	45,000.00		Completed		(6,000.00)	10/29/2009	39,000.00	-
McGuffy Systems LP	5/27/2008	120,000.00		Out of Bus.		(120,000.00)			-
Ameresco Solar	5/27/2008	75,000.00		Completed		(9,000.00)	3/17/2009	66,000.00	
City of Tomball, Henry Ball Statue	5/27/2008	26,000.00		Completed			3/26/2009	26,000.00	
OM Hospitality-Hampton Inn	5/27/2008	72,600.00		Completed			4/22/2010	72,600.00	-
Professional Welding Supply	5/27/2008	18,000.00		Completed		(3,000.00)	10/25/2011	15,000.00	-
BL Technology	2/24/2009	105,000.00		Completed			4/1/2010	105,000.00	-
City of Tomball- Bronze Statue	2/24/2009	42,000.00		Completed		(16,500.00)	12/31/2009	25,500.00	-
Compass Instruments	5/19/2009	15,000.00		Completed		(3,000.00)	2/21/2011	12,000.00	-
Garth Lodging-Holiday Inn	5/19/2009	32,000.00		Expired		(32,000.00)			-
Creacom Inc.	5/19/2009	120,000.00		Completed			9/8/2010	120,000.00	-
Wiretel Services	8/25/2009	225,000.00		Completed		(150,000.00)	7/7/2010	75,000.00	-
Klein Financial Services	12/1/2009	30,000.00		Completed			4/27/2010	30,000.00	-
Chestnut Business Park	12/1/2009	325,000.00		Completed	12/7/2010	108,000.00	9/3/2013	54,125.00	
							12/27/2013	54,125.00	
							10/29/2015	54,125.00	
							10/24/2016	54,125.00	
							8/14/2017	54,125.00	
						(148,505.00)	12/20/2018	13,870.00	-
FabCorp	4/6/2010	156,000.00		Completed		(93,000.00)	3/14/2011	63,000.00	-
Glass Tex Enterprises	5/25/2010	15,000.00		Completed			10/9/2012	15,000.00	-
PDGL Partners L.P.	5/25/2010	25,000.00		Completed			5/24/2011	25,000.00	-
Jamison Products, L.P.	5/25/2010	36,000.00		Completed		(15,000.00)	5/17/2011	21,000.00	-
City of Tomball, Med. Comp. Dr.	12/7/2010	850,000.00		Completed	8/23/2011	850,000.00	9/15/2011 Request #1	3,000.00	
							12/27/2011 Request #2&3	133,288.52	
							3/21/2012 Request #4	170,078.41	
							4/2/2012 Request #5	44,488.36	
							4/30/2012 Request #6	17,586.52	
							6/8/2012 Request #7	34,234.53	
							6/8/2012 Seg 3/Req #1	31,637.00	
							7/23/2012 Seg 3/Req #2	4,994.00	
							8/31/2012 Request #8	14,653.21	

						8/31/2012 Seg 3/Req #3	317,342.00	
						9/27/2012 Request #9	2,100.00	
						9/27/2012 Seg 3/Req #4	2,000.00	
						2/21/2013 Request #10	2,339.50	
						2/21/2013 Seg 3/Req#5	176,578.00	
						3/19/2013 Seg 3/Req#6	97,308.00	
						3/22/2013 Seg 3/Req#7	52,358.00	
						8/9/2013 Seg 3/Req#8	167,783.00	
						8/9/2013 Request #11	21,843.00	
						2/11/2014 Request #12	10,161.93	
						2/11/2014 Request #13	2,000.00	
						2/21/2014 Request # 14	266,284.00	
						4/14/2014 Request # 15	3,375.00	
						8/26/2014 Request # 16	8,828.13	
						10/2/2014 Request # 17	43,897.86	
						11/17/2014 Request # 18	7,645.37	
						3/25/2015 Request # 19	64,195.66	-
Hole Specialists	12/7/2010	75,000.00	Completed		(15,000.00)	3/28/2013	60,000.00	-
City of Tomball-MLK Park	12/7/2010	6,500.00	Completed			6/30/2011	6,500.00	-
BL Technology	2/22/2011	51,000.00	Completed			8/16/2011	51,000.00	-
Waukesha-Pearce Industries	2/22/2011	12,000.00	Expired		(12,000.00)			-
Community Bank of Texas	2/22/2011	60,000.00	Completed		(18,898.00)	2/23/2012	41,102.00	-
Paloma Energy Consultants, LP	2/22/2011	204,000.00	Completed		(36,000.00)	7/30/2012	168,000.00	-
City of Tomball-Brown Rd. Utility Ext.	2/22/2011	500,000.00	Completed		(120,507.00)	6/30/2011	15,580.00	
						9/15/2011	13,603.47	
						9/15/2011	21,421.00	
						12/27/2011	162,625.95	
						3/21/2012	109,256.04	
						3/21/2012	4,019.08	
						5/23/2012	50,523.65	
						5/31/2012	2,463.80	
American National Carbide	5/24/2011	75,000.00	Expired	5/19/2015	(75,000.00)			-
Stripes LLC (FM 2920)	5/24/2011	56,000.00	Completed	10/18/2011	15,400.00	3/28/2016	\$71,400.00	-
Spring Creek Cty Historical Assoc.	8/23/2011	500.00	Completed			11/10/2011	500.00	-
City of Tomball, Fountain at Depot	8/23/2011	25,000.00	Completed			1/30/2012	25,000.00	-
ValueBank Texas	10/18/2011	15,750.00	Completed			1/11/2013	15,750.00	-
Houston Poly Bag	11/15/2011	80,000.00	Completed			10/5/2012	80,000.00	-
Ameresco Solar	2/21/2012	36,000.00	Expired		(36,000.00)			-
Stripes LLC (SH 249)	8/21/2012	21,000.00	Completed			3/28/2016	\$21,000.00	-
Baker Hughes Inc.	8/21/2012	913,889.00	Completed			7/23/2014	182,778.00	
						7/27/2015	182,778.00	
						8/19/2016	182,778.00	
						7/21/2017	182,778.00	
						8/13/2018	182,778.00	-
City of Tomball, Depot Restrooms	12/4/2012	25,000.00	Completed			2/11/2014	25,000.00	-
QTRCO	12/4/2012	18,000.00	Expired		(18,000.00)			-
One Moore Holdings	12/4/2012	56,425.00	Expired	11/19/2013	(6,757.00)			-
								(49,668.00)
Century Hydraulics LLC	3/28/2013	12,000.00	Expired	7/11/2017	(12,000.00)	7/11/2017		-
Advanced Pressure Systems	3/28/2013	42,600.00	Completed			6/3/2014	42,600.00	-
Quick Turn Machining Inc.	5/21/2013	13,500.00	Completed			6/17/2014	13,500.00	-
Garth Lodging-Holiday Inn	11/19/2013	56,000.00	Completed			7/17/2015	56,000.00	-
Breaux Properties, LTD.	2/4/2014	74,534.00	Completed			4/20/2015	74,534.00	-
Inline Services Inc.	2/4/2014	33,083.00	Amendment	8/5/2014	21,129.00			-

				Completed		(8,748.16)	3/13/2015	45,463.84	-
Grimes Industrial, Inc.	5/20/2014	69,000.00		Completed			7/7/2015	69,000.00	-
Advanced Pressure Systems L.P.	8/5/2014	22,500.00		Completed		(81.86)	8/3/2016	22,418.14	-
Compass Instruments LLC	8/5/2014	45,000.00	10/3/2017	Expired		(45,000.00)	10/3/2017		-
2978 Panormus, LP	11/18/2014	500,808.00	1/15/2021	Expired		(500,808.00)			-
Dynamed Clinical Research	2/10/2015	15,852.00		Completed			1/26/2016	15,852.00	-
Packers Plus Energy Services	4/14/2015	338,011.00	4/13/2020	Expired			2/2/2018	87,160.41	-
Coastal Power Systems	5/19/2015	30,731.00	7/17/2019	Completed		(6,984.34)	8/5/2019	23,746.68	-
WhiteWater Express	5/19/2015	19,680.00		Completed			3/11/2016	19,680.00	-
American National Carbide	5/19/2015	46,763.00	7/17/2017	Expired		(46,763.00)			-
Clarus Tomball Investments - Marriott Hotel	8/4/2015	437,250.00		Completed		(69,646.25)	9/12/2017	367,603.75	-
Rock Materials	11/17/2015	111,000.00		Completed			8/8/2017	111,000.00	-
White Horse Technology LLC	11/17/2015	72,000.00	1/15/2019	Completed		(66,000.00)	1/30/2019	6,000.00	-
Source Point Solutions LLC	8/16/2016	28,514.00		Completed		(1,902.00)	7/20/2017	26,612.00	-
Premium Interests, LLC	11/15/2016	19,173.00	1/8/2019	Completed		(7,669.20)	1/30/2019	11,503.80	-
Brandt Construction, LLC	11/15/2016	65,694.00		Completed			4/19/2018	65,694.00	-
Epic International, LLC	2/7/2017	37,500.00	4/30/2019	Expired		(37,500.00)	4/30/2019		-
Dancing Falls Development, LLC	11/14/2017	50,925.00					1/14/2020	15,277.50	
							3/5/2021	5,092.50	
							9/1/2021	12,731.25	
							3/22/2022	5,092.50	12,731.25
Houston Poly Bag I, LTD.	11/14/2017	95,000.00	1/7/2020	Completed	11/13/2018	12,752.00	9/26/2019	107,752.00	-
Birner Houston Corp.	11/14/2017	50,000.00	1/7/2020	Completed		(1,250.00)	3/19/2019	48,750.00	-
Motion Machinery LTD	2/6/2018	10,584.00	4/7/2020	Expired		(10,584.00)			-
Grimes Industrial	5/15/2018	15,485.00	7/10/2020	Completed		(9,291.00)	8/10/2020	6,194.00	-
ARC Management, LLC	5/15/2018	186,700.00							186,700.00
The Neutral Nest	5/15/2018	6,300.00	7/10/2020	Completed					
Hoelscher Properties	7/10/2018	168,083.00	10/28/2021	Completed			7/30/2021	168,083.00	
Houston PFG	8/14/2018	39,097.00	10/9/2020	Completed			9/13/2019	39,097.00	-
Houston Poly Bag I, LTD.	11/13/2018	110,369.00	1/6/2020	Completed		(1,453.50)	9/26/2019	108,915.50	-
Industrial Reserve, LLC	11/13/2018	44,650.00	7/6/2020	Completed			10/28/2019	44,650.00	
Shri Vinayak, LLC - Days Inn	11/13/2018	149,750.00	7/12/2020	1 Yr Extension	7/12/2022	\$ (37,042.25)	8/23/2022	112,707.75	-
Breaux Machine Works	2/12/2019	118,908.00	4/9/2020	Completed		(1,544.26)	8/14/2020	117,363.74	-
Century Hydraulics	5/14/2019	44,543.00	1/22/2022	1 Yr Extension	1/22/2023				44,543.00
Texas Railroad Heritage Museum	5/14/2019	10,000.00	1/22/2021	Completed			1/21/2020	10,000.00	-
Aspen Pumps	8/8/2019	5,720.00	4/13/2021	Expired		(5,720.00)			-
Phillips Cleaning Services	8/8/2019	26,313.00	10/13/2021	Completed			5/21/2020	26,313.00	-
BJ Services	8/8/2019	91,316.00	4/13/2021	Expired		(91,316.00)			-
JDR Cable Systems Inc.	12/17/2019	135,591.00	2/23/2022	1 Yr Extension	2/23/2023				135,591.00
Turnstone Texas Group, LP	2/11/2020	73,200.00	10/19/2021	Completed			2/2/2021	17,951.00	
							3/1/2022	22,338.40	
							6/16/2022	32,909.25	-
American National Carbide	2/11/2020	36,000.00	4/19/2022	Expired		(36,000.00)			-
BJ Services	2/11/2020	57,100.00	4/19/2025	Out of Bus.		(57,100.00)			-
Houston Poly Bag I, LTD.	5/28/2020	84,894.00	8/3/2022	1 Yr Extension	8/3/2023				84,894.00
CCJ Collaborations, LLC	8/11/2020	254,502.00	10/18/2022	Completed			8/3/2022	254,502.00	-
TCG Capital, LLC	8/11/2020	119,450.00	4/18/2022	Completed			3/3/2022	119,450.00	-
City of Tomball - Matheson Park	11/10/2020	300,000.00							300,000.00
INVACOR Solutions, LLC	11/10/2020	108,000.00	1/27/2023	Terminated		(108,000.00)			-
Houston Poly Bag I, Ltd.	11/10/2020	18,000.00	7/17/2022	Terminated		(18,000.00)			-
Power Now, LLC	12/10/2020	45,000.00	2/5/2023						45,000.00
Kinsley Armelle	1/12/2021	45,000.00	3/9/2023	Completed		(6,000.00)	3/21/2022	39,000.00	-
The Hutson Group	1/12/2021	48,800.00							48,800.00
B. Smittys, LLC	3/9/2021	30,301.00	11/4/2022	Completed		(6,464.30)	8/23/2022	23,806.70	-
DunnCo Properties II, Ltd.	3/9/2021	54,760.00	11/4/2022						54,760.00

Dicar, Inc.	7/13/2021	71,181.00	8/7/2023				71,181.00
Jonah's Movers	7/13/2021	26,925.00	3/7/2023				26,925.00
Beefy Marketing, LLC	7/13/2021	6,000.00	8/7/2022	Completed	8/23/2022	6,000.00	-
Silver Accounting Group, LLC	11/9/2021	8,236.00	1/16/2023				8,236.00
TECHSICO Wireless	11/9/2021	20,529.00	1/16/2024				20,529.00
GK Hospitality Development, LLC	11/9/2021	105,100.00	7/16/2023				105,100.00
Friends of Tomball Community Library	11/9/2021	47,614.00					47,614.00
Decatur Professional Development, LLC	1/11/2022	6,600.00	3/20/2023				6,600.00
Project Hanks/Macy's Inc.	1/11/2022	580,864.00	3/20/2024				580,864.00
Sip Hip Hooray	5/10/2022	40,545.00			10/11/2022	5,018.85	35,526.15
Della Casa Pasta LLC	7/12/2022	6,520.00	9/6/2023				6,520.00
Clearhope Counseling & Wellness Center, LP	8/2/2022	6,875.00	9/27/2023				6,875.00
Total		<u>11,101,187.00</u>				<u>7,350,948.66</u>	<u>1,828,989.40</u>
Total FY 2021-2022 Payments on Project Grants						620,825.45	

Business Improvement Grant Program

Fiscal 2021-2022	Project Amount		TEDC Grant	Date Approved	Date Funded	Amount Funded	\$350,000.00
Aloha Nails and Spa	\$12,448.75	Signage	\$2,500.00	11/16/2021			\$347,500.00
Veolia - Suez	\$10,272.93	Signage	\$2,500.00	11/19/2021			\$345,000.00
Renee Buckhoff - Tomball Mainstreet, LLC	\$29,986.00	Property	\$10,000.00	11/23/2021	3/30/2022	\$10,000.00	\$335,000.00
Renee Buckhoff - Tomball Mainstreet, LLC	\$29,951.69	Landscaping	\$10,000.00	11/23/2021	3/30/2022	\$10,000.00	\$325,000.00
ProSteem Carpet Care	\$5,726.72	Façade	\$2,863.36	12/15/2021	1/24/2022	\$2,863.36	\$322,136.64
ProSteem Carpet Care	\$4,495.00	Property	\$2,247.50	12/15/2021	1/24/2022	\$2,247.50	\$319,889.14
ProSteem Carpet Care	\$1,105.00	Landscaping	\$552.50	12/15/2021	1/24/2022	\$552.50	\$319,336.64
The Turquoise Door	\$2,543.88	Façade	\$1,271.94	12/20/2021	6/15/2022	\$1,271.94	\$318,064.70
JPH Properties - P. Whitaker 333	\$6,412.67	Signage	\$2,500.00	12/20/2021	9/12/2022	\$2,500.00	\$315,564.70
JPH Properties - P. Whitaker 333	\$23,017.35	Façade	\$10,000.00	12/20/2021	9/12/2022	\$10,000.00	\$305,564.70
JPH Properties - P. Whitaker 333	\$12,910.54	Property	\$6,455.27	12/20/2021	9/12/2022	\$4,976.34	\$299,109.43
JPH Properties - P. Whitaker 333	\$20,030.58	Landscaping	\$10,000.00	12/20/2021	9/12/2022	\$8,656.54	\$289,109.43
JPH Properties - P. Whitaker 304	\$25,276.61	Façade	\$10,000.00	1/6/2022	10/11/2022	\$10,000.00	\$279,109.43
JPH Properties - P. Whitaker 304	\$9,050.76	Property	\$4,525.38	1/6/2022	10/11/2022	\$4,525.38	\$274,584.05
JPH Properties - P. Whitaker 304	\$4,820.93	Landscaping	\$2,410.47	1/6/2022	10/11/2022	\$2,410.47	\$272,173.58
Coastal Capital Group	\$1,179.69	Signage	\$589.85	1/20/2022	3/14/2022	\$589.85	\$271,583.73
GREVIS Properties (125 Chestnut)	\$37,000.00	Property	\$10,000.00	1/20/2022	6/1/2022	\$10,000.00	\$261,583.73
GREVIS Properties (120 Howard)	\$25,000.00	Property	\$10,000.00	1/20/2022	6/1/2022	\$10,000.00	\$251,583.73
4K Properties Management LLC	\$35,000.00	Property	\$10,000.00	1/25/2022	6/1/2022	\$10,000.00	\$241,583.73
Paradigm Brewing Co	\$10,800.00	Property	\$5,400.00	2/16/2022			\$236,183.73
Nails Are Us, LLC	\$6,175.66	Signage	\$2,500.00	2/28/2022			\$233,683.73
Self Center Studios, LLC	\$1,049.24	Signage	\$524.00	2/28/2022	4/5/2022	\$524.62	\$233,159.73
Beefy Marketing, LLC	\$1,981.36	Signage	\$990.68	3/9/2022	6/7/2022	\$990.68	\$232,169.05
French Inspections	\$20,947.13	Façade	\$10,000.00	3/10/2022			\$222,169.05
French Inspections	\$11,000.00	Property	\$5,500.00	3/10/2022			\$216,669.05
French Inspections	\$24,205.00	Landscape	\$10,000.00	3/10/2022			\$206,669.05
70/70 Offices, LLC	\$18,370.00	Landscape	\$9,185.00	3/16/2022	6/7/2022	\$9,185.00	\$197,484.05
Nico True Salon	\$10,320.00	Façade	\$5,160.00	3/31/2022			\$192,324.05
Nico True Salon	\$6,800.00	Property	\$3,400.00	3/31/2022			\$188,924.05
Nico True Salon	\$1,900.00	Landscape	\$950.00	3/31/2022			\$187,974.05
Nico True Salon	\$800.00	Signage	\$400.00	3/31/2022			\$187,574.05
Moffett Productions	\$1,850.00	Landscaping	\$925.00	4/11/2022	7/21/2022	\$925.00	\$186,649.05
Aloha Nails and Spa	\$24,912.50	Property	\$10,000.00	4/22/2022			\$176,649.05
BEW Investments	\$1,800.00	Façade	\$900.00	4/25/2022	5/12/2022	\$900.00	\$175,749.05
BEW Investments	\$2,050.00	Landscaping	\$1,025.00	4/25/2022	5/12/2022	\$1,025.00	\$174,724.05
BEW Investments	\$3,235.59	Signage	\$1,000.00	4/25/2022	5/12/2022	\$1,000.00	\$173,724.05
Jonah's Movers	\$170,000.00	Property	\$10,000.00	4/25/2022			\$163,724.05

Jonah's Movers	\$22,562.00	Landscaping	\$10,000.00	4/25/2022			\$153,724.05
Aloha Nails and Spa	\$40,461.00	Landscaping	\$10,000.00	5/2/2022			\$143,724.05
Worthen Enterprises dba Ella's Garden	\$4,989.00	Property	\$2,494.50	5/2/2022			\$141,229.55
Clarus Tomball Investments, Ltd.	\$18,182.20	Signage	\$2,500.00	5/4/2022	9/12/2022	\$2,500.00	\$138,729.55
Muddy Soap Co, Inc	\$3,788.75	Façade	\$1,894.37	5/31/2022			\$136,835.18
Muddy Soap Co, Inc	\$5,520.75	Property	\$2,760.37	5/31/2022			\$134,074.81
Muddy Soap Co, Inc	\$1,569.63	Signage	\$784.81	5/31/2022			\$133,290.00
13918 Hirschfield Rd	\$5,400.00	Façade	\$2,700.00	6/16/2022	7/18/2022	\$2,700.00	\$130,590.00
Muddy Soap Co, Inc	\$10,661.78	Façade	\$5,330.89	6/16/2022			\$125,259.11
Muddy Soap Co, Inc	\$7,465.47	Property	\$3,732.72	6/16/2022			\$121,526.39
Muddy Soap Co, Inc	\$1,606.31	Landscape	\$803.15	6/16/2022			\$120,723.24
The Nutrition Spa	\$4,871.25	Signage	\$1,000.00	6/16/2022	8/12/2022	\$1,000.00	\$119,723.24
Step by Step Christian School	\$11,890.00	Signage	\$2,500.00	9/29/2022			\$117,223.24
Step by Step Christian School	\$356,984.00	Property	\$10,000.00	7/13/2022			\$107,223.24
Step by Step Christian School	\$7,500.00	Landscape	\$7,500.00	7/13/2022			\$99,723.24
Paradigm Brewing Co	\$15,046.74	Landscape	\$7,523.37	7/13/2022			\$92,199.87
Burlap Ranch LLC	\$10,630.00	Façade	\$5,315.00	7/19/2022			\$86,884.87
Nickson Lot 15 LLC (21242)	\$625,000.00	Property	\$10,000.00	8/4/2022			\$76,884.87
Nickson Lot 15 LLC (21242)	\$27,408.00	Landscape	\$10,000.00	8/4/2022			\$66,884.87
Nickson Lot 15 LLC (21240)	\$625,000.00	Property	\$10,000.00	8/4/2022			\$56,884.87
Nickson Lot 15 LLC (21240)	\$27,408.00	Landscape	\$10,000.00	8/4/2022			\$46,884.87
Hilltop Tool Rental LLC	\$25,377.81	Property	\$10,000.00	8/17/2022			\$36,884.87
1 Top Tool	\$21,725.78	Signage	\$2,500.00	8/17/2022			\$34,384.87
DellaCasa Pasta	\$22,695.00	Façade	\$10,000.00	8/23/2022			\$24,384.87
BK Graham, Ltd	\$65,000.00	Property	\$10,000.00	9/7/2022			\$14,384.87
CORE Integrated Wealth	\$4,738.19	Signage	\$2,369.09	9/7/2022			\$12,015.78
BlueSky Global	\$19,820.00	Property	\$9,910.00	9/7/2022			\$2,105.78
BlueSky Global	\$8,015.00	Signage	\$2,500.00	9/7/2022			(\$394.22)
Tykhe, LLC (BL Technology)	\$27,457.61	Façade	\$10,000.00	9/7/2022			(\$10,394.22)
Tykhe, LLC (BL Technology)	\$13,358.05	Landscape	\$6,679.02	9/7/2022			(\$17,073.24)
1 Top Tool	\$35,430.47	Façade	\$10,000.00	9/16/2022			(\$27,073.24)

\$2,691,988.37

\$377,073.24

Old Town Façade Improvement Grant Program

Fiscal 2021-2022	Project Amount	Score	TEDC Grant	Date Approved	Date Funded	Amount Funded	\$250,000.00
David Mann	\$74,405.00	40	\$37,202.50	12/3/2021	11/1/2022	\$37,202.50	\$212,797.50
	\$74,405.00		\$37,202.50				



\$148,810.00

\$74,405.00

Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: November 15, 2022

Topic:

Consideration and possible action by Tomball EDC to amend the performance agreement with Jonah’s Movers, LLC, which was approved by the TEDC Board at the Regular Board Meeting held July 13, 2021.

Background:

The Tomball Economic Development Corporation has received a request from Jonathan Hoffmaister, President of Jonah’s Movers, for an amendment to the grant agreement approved by the TEDC Board of Directors on July 13, 2021.

The agreement provided for up to \$26,925 in grant funding assistance for infrastructure costs associated with the construction of two office/warehouse facilities totaling 23,000 sq. ft. to be located at 13219 Theis Lane, Tomball, Texas.

The original estimates for the infrastructure improvements totaled approximately \$179,500, which was included in the total capital expenditure of \$2,269,978 for the project. However, inflationary construction costs prompted a change in the building plans from two buildings totaling 23,000 sq. ft. to one 22,500 sq. ft. building. This change requires a fire suppression system, which was not included in the original project estimates. The revised infrastructure costs are \$337,201, with a total capital expenditure of \$2,962,434.

The proposed amendment provides additional funding in the amount of \$23,639, for a total grant amount not to exceed \$50,580, based on 15% of the actual expenditures for the eligible infrastructure improvements.

An economic impact analysis is included with the amendment to show the impact of this project on Tomball’s economy. The estimated 5-year net benefit to the City of Tomball is \$91,372.00

Origination: Jonathan Hoffmaister, President, Jonah’s Movers, LLC

Recommendation: Approval of the proposed Amendment to the Jonah’s Movers, LLC performance agreement

Party(ies) responsible for placing this item on agenda: Kelly Violette

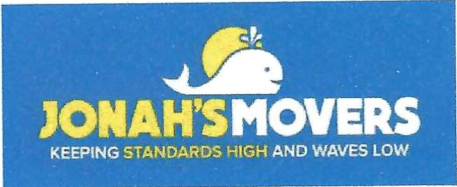
FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: #Project Grants

If no, funds will be transferred from account # _____ To account # _____

Signed _____ Approved by _____
Staff Member-TEDC Date Executive Director-TEDC Date



11714 Boudreaux Rd, Suite 216
Tomball, TX 77375
(832) 728-6675

September 8, 2022

Dear TEDC Board of Directors:

Thank you once again for your help with our project. Since our original request over a year ago, the cost of our project has increased significantly from the original \$2,269,978 to \$2,962,434 due to inflationary costs as well and changes to the infrastructure and other required changes. We are continuing the project and hope to be complete by the end of 2022, early 2023 at the latest. We are requesting a modification to our agreement in consideration of the project cost changes detailed below.

TOTAL PROJECT COST	INITIAL	REVISED
Land	600,000	600,000
Clearing & Site Work	131,000	138,000
Storm Sewer	25,000	106,600
Design	74,600	79,600
Soils Boring & Topographical Survey	7,000	15,400
Construction Cost	1,432,378	2,022,834
Total Project Cost	2,269,978	2,962,434

EXPENSE	ORIGINAL	REVISED
Electric	6,000	13,000
Sanitary Sewer	8,500	34,385
Storm Drainage	25,000	106,600
Water	2,000	12,050
Site Preparation	138,000	138,111
Fire Water	0	33,055
Total Infrastructure Cost	179,500	337,201

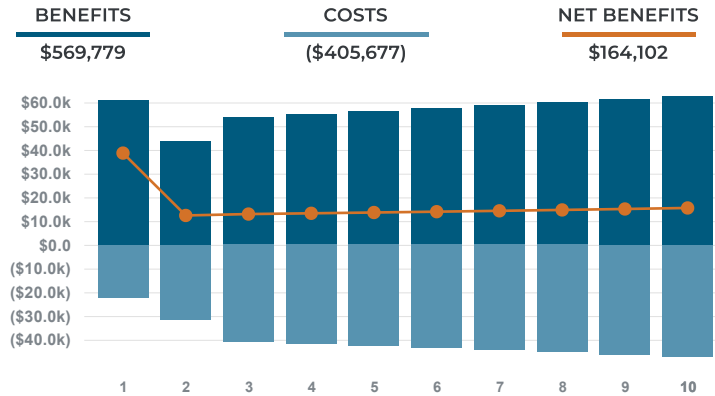
Once again we thank you and sincerely appreciate your consideration of this grant request modification.

Sincerely,

Jonathan Hoffmaister
President
Jonah's Movers, LLC

Recruitment

City of Tomball



JOBES



73.9 Total
46.0 Direct
27.9 Spin-off

Item 12.

SALARIES



\$44,264 Avg
\$45,000 Direct
\$43,052 Spin-off

CAPITAL INVEST.



\$2.4M
Buildings + FF&E

RESIDENTIAL DEV.



0.3 Homes
2.1 Relocations

NET BENEFITS **\$164,102**
Present Value \$130,333

BENEFITS

Sales Taxes	\$36,414
Real Property Taxes	\$107,285
FF&E Property Taxes	\$946
Inventory Property Taxes	\$0
New Residential Property Taxes	\$2,286
Hotel Occupancy Taxes	\$0
Building Permits and Fees	\$15,000
Utility Revenue	\$295,319
Utility Franchise Fees	\$18,490
Miscellaneous Taxes and User Fees	\$94,039
Benefits Subtotal	\$569,779

COSTS

Cost of Government Services	(\$108,810)
Cost of Utility Services	(\$296,868)
Costs Subtotal	(\$405,677)

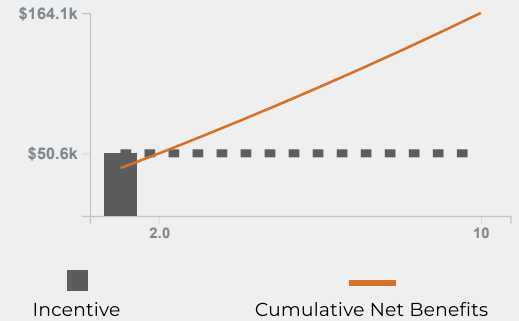
INCENTIVE ANALYSIS

\$50,564
Total Incentive

\$1,099
Per Job

32.5%
Rate of Return

2.0 Yrs
Payback Period



NET BENEFITS OVER 10 YEARS

CITY	\$164,102
COUNTY	\$108,056
SCHOOL DISTRICT	\$123,253
OTHER	\$158,471

AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

This Agreement (the "Agreement") is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the "TEDC"), and **Jonah's Movers, LLC** (the "Company"), 11714 Boudreaux Rd., Suite 216, Tomball, TX 77375.

WITNESSETH:

WHEREAS, it is the established policy of the TEDC to adopt such reasonable measures from time-to-time as are permitted by law to endeavor to attract industry, create and retain primary jobs, expand the growth of the City of Tomball (the "City"), and thereby enhance the economic stability and growth of the City; and

WHEREAS, the Company proposes to develop a 3.287-acre tract of land within the City, located at 0 Theis Lane, Tomball, Texas 77375 (the "Property"), more particularly described in Exhibit "A," attached hereto and made a part hereof; and

WHEREAS, the Company plans to expend over Two Million Two Hundred Thousand Dollars (\$2,200,000) to construct an 11,200 square foot storage facility and a 12,600 square foot office/warehouse building (the "Improvements") on the site, more particularly described in Exhibit "B," attached hereto and made a part hereof; and

such funds. Such reimbursement shall be due and payable thirty (30) days after the Company receives written notice of default.

7.

This Agreement shall inure to the benefit of and be binding upon the TEDC and the Company, and upon the Company's successors and assigns, lessees, affiliates, and subsidiaries, and shall remain in force whether the Company sells, leases, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for so long as this Agreement, or any extension thereof, remains in effect.

8.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City: Tomball Economic Development Corporation
401 W. Market Street
Tomball, Texas 77375
Attn: President, Board of Directors

If to Company: Jonah's Movers, LLC
11714 Boudreaux Rd
Tomball, TX 77375
Attn: Jonathan Hoffmaister
President, Jonah's Movers, LLC

9.

This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.

10.

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto.

11.

The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

12.

This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

13.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such

words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this 7^m day of September 2021 (the "Effective Date").

Jonah's Movers, LLC

By: [Signature]
Name: Jonathan Hoffmaister
Title: President, Jonah's Movers, LLC

ATTEST:

By: [Signature]
Name: Tiffani Wooten
Title: Assistant Director

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: [Signature]
Name: Gretchen Fugate
Title: President, Board of Directors

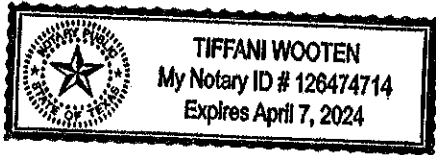
ATTEST:

By: [Signature]
Name: Bill Sumner
Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

²² This instrument was acknowledged before me on the 11 day of January 2021, by Jonathan Hoffmaister, President, Jonah's Movers, LLC for and on behalf of said company.



Tiffani Wooten
Notary Public in and for the State of Texas

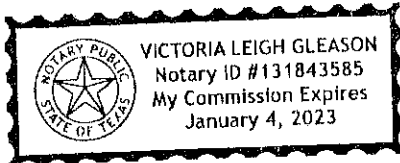
My Commission Expires: April 7, 2024

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 13th day of July 2021, by Christopher Fagan, President of the Board of Directors of the Tomball Economic Development Corporation, for and on behalf of said Corporation.



Victoria Gleason
Notary Public in and for the State of Texas

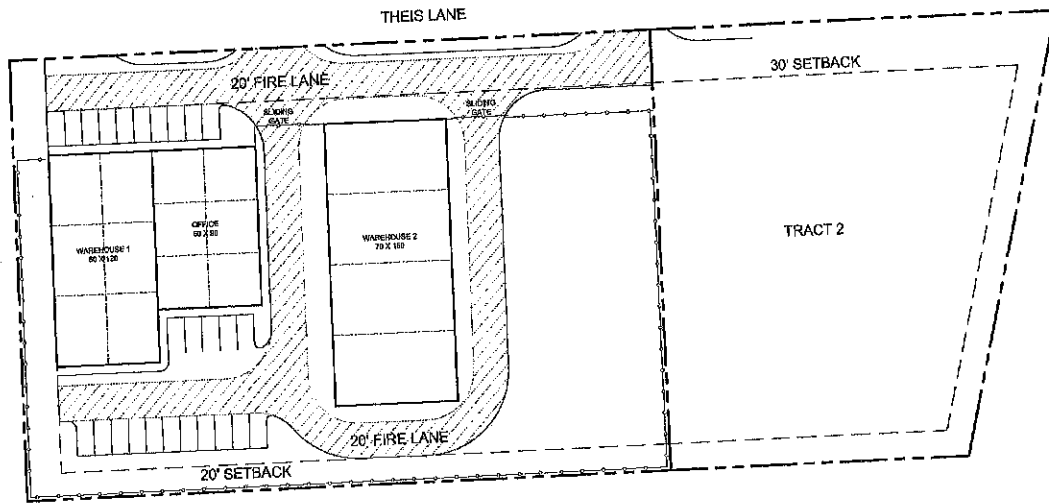
My Commission Expires: 01/04/2023

(SEAL)

Exhibit B

Description of Improvements

Construction of an 11,200 square foot storage facility and a 12,600 square foot office/warehouse.



Jonah's Movers
May 12, 2021
DESIGN REVIEW ONLY NOT FOR REGULATORY APPROVAL, PERMIT OR CONSTRUCTION
WSP-ALL, 1000-12, PUGH 1000-10 504

Proposed Site Plan
SCALE: N.T.S.
REID Architects
mark@reid.com | 713.551.2328

Exhibit C

Description of Infrastructure Improvements

Jonah's Movers, LLC	
0 Theis Lane	
Tomball, TX 77375	
Improvement	Cost
Electric	\$ 6,000
Sanitary Sewer	\$ 8,500
Storm Drainage	\$ 25,000
Water	\$ 2,000
Site Preparation	\$ 138,000
Total	\$ 179,500

Regular Tomball EDC

Agenda Item

Data Sheet

Meeting Date: November 15, 2022

Topic:

Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Della Casa Pasta, LLC to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the development of a food production facility, located at 1599 Hicks Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$16,077.00

- Public Hearing

Background:

Della Casa Pasta is a food manufacturing wholesale company that was established in Tomball in 2011. The company makes and distributes fresh pasta products to over 100 food facilities in Texas. The company currently operates out of a 2,400 square foot lease space located at 1599 Hicks Street, Suite 3, Tomball, TX. Their increased growth and investment in new industrial pasta machines have forced the company to acquire additional space.

Per the attached request letter, Luisa Obando, CEO & Owner of Della Casa Pasta is proposing to purchase the 7,872 square foot building where she is currently leasing. The company currently operates out of 30% of the building and would like to expand into another 1,927 square-foot adjacent space that has been vacant for several years. The remainder of the building is currently leased to a car collision company and will remain leased to provide rental income for Mrs. Obando.

As you may recall, the TEDC Board of Directors did take formal action to approve a Rental Incentive Agreement with Mrs. Obando to expand her operations into Suite 2 of the building, in July 2022. This was prior to it becoming available on the market. If this project is approved the Rental Incentive Agreement will be voided.

In conjunction with the expansion, Della Casa Pasta will retain five (5) employees at the property and anticipates adding an additional three (3) new employees over the next 2 years.

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. Per the analysis, the 5-year net benefit of this project on Tomball economy is \$23,381.00.

If the agreement between the TEDC and Della Casa Pasta is approved as a Project of the Corporation, the grant funding amount will not exceed \$16,077.00, based upon a 3-year payback period.

Origination: Luisa Obando, CEO & Owner, Della Casa Pasta

Recommendation: Staff recommends approval of the proposed Performance Agreement with Della Casa Pasta

Party(ies) responsible for placing this item on agenda:

Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: #Project Grants _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____ Approved by _____
Staff Member-TEDC Date Executive Director-TEDC Date



November 4, 2022
Tiffani Wooten CEcD
Assistant Director
Tomball Economic Development Corporation,

Dear Tiffani,

Della Casa LLC was founded in Tomball Texas in 2011. We manufacture, and distribute Fresh Pasta products to over 100 food facilities in Houston, Dallas, Austin and San Antonio. During the pandemic we were able to adapt to the circumstances allowing us to grow 30% each year making our current facility not sufficient for the new product demands.

During the last 7 months we upgraded our industrial pasta machines to match the new growing volume, we have now found ourselves needing more space.

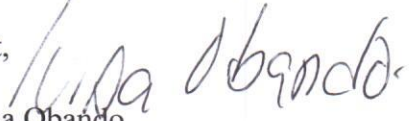
The building where we are located came up to the market for sale. We decided to make an offer and buy the building. We are occupying 30 % of the building and now we want to expand to another 30% to an adjacent suite. Currently the rest of the space is lease to a Car collision business. The building is located in 1599 Hicks St Tomball TX 77375.

Our plan for the new location is to build a new Pasta Manufacturing facility to accommodate our brand-new industrial equipment. We will keep our current kitchen where we plan to rent space as a kitchen incubator.

We are planning to aggressively market our new facility by having demo room where chefs and guess from all over Texas can come and visit and sample our products.

Inside the new location besides our Pasta Manufacturing we will also have offices, and a customer multifunction space where customers can buy our products, observe the pasta production and learn about our concept. We plan to bring people interested in learning about entrepreneurship, manufacturing, food production, and food industry.

We are asking Tomball EDC to help us finance some of the high costs of construction, considering the cost of an expansion in today high inflation times. We appreciate your consideration to this request,

Best,

Luisa Obando
CEO DellaCasa Pasta



Purchase Building

Project Type: Business Retention & Expansion

Industry: Food

Prepared By: Tomball EDC

Purpose & Limitations

This report presents the results of an economic and fiscal analysis undertaken by Tomball EDC using Impact DashBoard, a customized web application developed by Impact DataSource, LLC.

Impact DashBoard utilizes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in a custom user guide prepared for Tomball EDC.

This report, generated by the Impact DashBoard application, has been prepared by Tomball EDC to assist economic development stakeholders in making an evaluation of the economic and fiscal impact of business activity in the community. This report does not purport to contain all of the information that may be needed to conclude such an evaluation. This report is based on a variety of assumptions and contains forward-looking statements concerning the results of operations of the subject firm. Tomball EDC made reasonable efforts to ensure that the project-specific data entered into Impact DashBoard reflects realistic estimates of future activity. Estimates of future activity involve known and unknown risks and uncertainties that could cause actual results, performance, or events to differ materially from those expressed or implied in this report.

Tomball EDC and Impact DataSource make no representation or warranty as to the accuracy or completeness of the information contained herein, and expressly disclaim any and all liability based on or relating to any information contained in, or errors or omissions from, this information or based on or relating to the use of this information.

Introduction

This report presents the results of an economic impact analysis performed using Impact DashBoard, a model developed by Impact DataSource. The report estimates the impact that a potential project will have on the local economy and estimates the costs and benefits for local taxing districts over a 10-year period.

Existing & Expanded Operations

The Project under analysis represents the expansion of an existing business. The table below illustrates the economic impact over the next 10 years including both the current and expanded operations.

ECONOMIC IMPACT OF CURRENT & EXPANDED OPERATIONS OVER 10 YEARS IN CITY OF TOMBALL			
	CURRENT OPERATIONS	EXPANSION	CURRENT & EXPANDED OPERATIONS
JOBS			
Direct	5.0	8.0	13.0
Spin-off	2.4	3.8	6.1
Jobs Total	7.4	11.8	19.1
SALARIES			
Direct	\$1,478,212	\$1,043,073	\$2,521,285
Spin-off	\$820,186	\$578,749	\$1,398,934
Salaries Total	\$2,298,398	\$1,621,821	\$3,920,219

The table below summarizes the fiscal impact, the net benefits for local taxing districts, over the next 10 years including both the current and expanded operations.

Item 13.

FISCAL IMPACT OF CURRENT & EXPANDED OPERATIONS OVER 10 YEARS			
NET BENEFITS			
	CURRENT OPERATIONS	EXPANSION	CURRENT & EXPANDED OPERATIONS
City of Tomball	\$22,018	\$41,645	\$63,663
Harris County	\$19,842	\$39,719	\$59,561
Tomball ISD	\$72,700	\$43,312	\$116,011
Lone Star Community College	\$6,270	\$13,578	\$19,847
Port of Houston	\$507	\$1,098	\$1,605
Harris County Emergency Services District 8	\$5,481	\$11,870	\$17,352
Harris County Hospital District	\$9,434	\$20,431	\$29,865
Harris County Department of Education	\$290	\$629	\$919
Harris County Flood Control	\$1,948	\$4,218	\$6,166
	\$138,490	\$176,499	\$314,989

The remainder of this report will focus on only the economic and fiscal impact associated with the expansion.

Economic Impact Overview

The table below summarizes the economic impact of the project over the first 10 years in terms of job creation, salaries paid to workers, and taxable sales.

SUMMARY OF ECONOMIC IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Jobs	8.0	3.8	11.8
Annual Salaries/Wages at Full Ops (Yr 2)	\$220,320	\$122,244	\$342,564
Salaries/Wages over 10 Years	\$1,043,073	\$578,749	\$1,621,821
Taxable Sales/Purchases in City of Tomball	\$334,369	\$7,234	\$341,604

Totals may not sum due to rounding

The Project may result in new residents moving to the community and potentially new residential properties being constructed as summarized below.

SUMMARY OF POPULATION IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Workers who will move to City of Tomball	0.2	0.1	0.3
New residents in City of Tomball	0.6	0.3	0.8
New residential properties constructed in City of Tomball	0.0	0.0	0.0
New students to attend local school district	0.1	0.1	0.2

Totals may not sum due to rounding

The new taxable property to be supported by the Project over the next 10 years is summarized in the following table.

Item 13.

SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 10 YEARS IN CITY OF TOMBALL

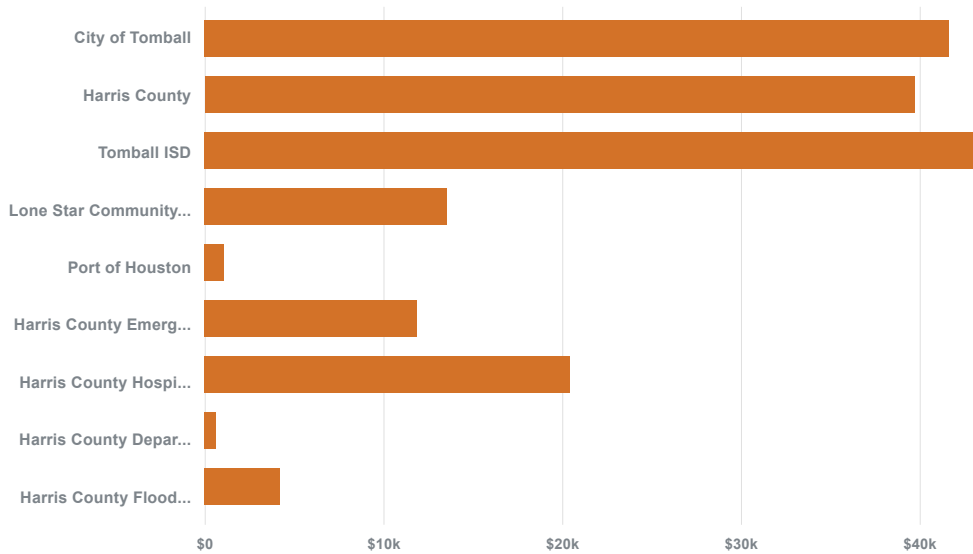
YR.	NEW RESIDENTIAL PROPERTY	LAND	BUILDINGS...	FF&E	INVENTORIES	NON-RESIDENTIAL PROPERTY	TOTAL PROPERTY
1	\$6,303	\$0	\$1,000,000	\$100,000	\$0	\$1,100,000	\$1,106,303
2	\$10,286	\$0	\$1,020,000	\$120,000	\$0	\$1,140,000	\$1,150,286
3	\$10,492	\$0	\$1,040,400	\$107,000	\$0	\$1,147,400	\$1,157,892
4	\$10,701	\$0	\$1,061,208	\$94,000	\$0	\$1,155,208	\$1,165,909
5	\$10,915	\$0	\$1,082,432	\$81,000	\$0	\$1,163,432	\$1,174,348
6	\$11,134	\$0	\$1,104,081	\$68,000	\$0	\$1,172,081	\$1,183,215
7	\$11,356	\$0	\$1,126,162	\$55,000	\$0	\$1,181,162	\$1,192,519
8	\$11,584	\$0	\$1,148,686	\$42,000	\$0	\$1,190,686	\$1,202,269
9	\$11,815	\$0	\$1,171,659	\$29,000	\$0	\$1,200,659	\$1,212,475
10	\$12,052	\$0	\$1,195,093	\$26,000	\$0	\$1,221,093	\$1,233,144

The Project will generate additional benefits and costs, a summary of which is provided below. The source of specific benefits and costs are provided in detail for each taxing district on subsequent pages.

FISCAL NET BENEFITS OVER THE NEXT 10 YEARS				
	BENEFITS	COSTS	NET BENEFITS	PRESENT VALUE*
City of Tomball	\$123,214	(\$81,569)	\$41,645	\$33,072
Harris County	\$55,270	(\$15,551)	\$39,719	\$30,597
Tomball ISD	\$155,922	(\$112,611)	\$43,312	\$33,299
Lone Star Community College	\$13,578	\$0	\$13,578	\$10,435
Port of Houston	\$1,098	\$0	\$1,098	\$844
Harris County Emergency Services District 8	\$11,870	\$0	\$11,870	\$9,123
Harris County Hospital District	\$20,431	\$0	\$20,431	\$15,701
Harris County Department of Education	\$629	\$0	\$629	\$483
Harris County Flood Control	\$4,218	\$0	\$4,218	\$3,242
Total	\$386,230	(\$209,730)	\$176,499	\$136,795

*The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5.0% to make the dollars comparable.

Net Benefits Over the Next 10 Years



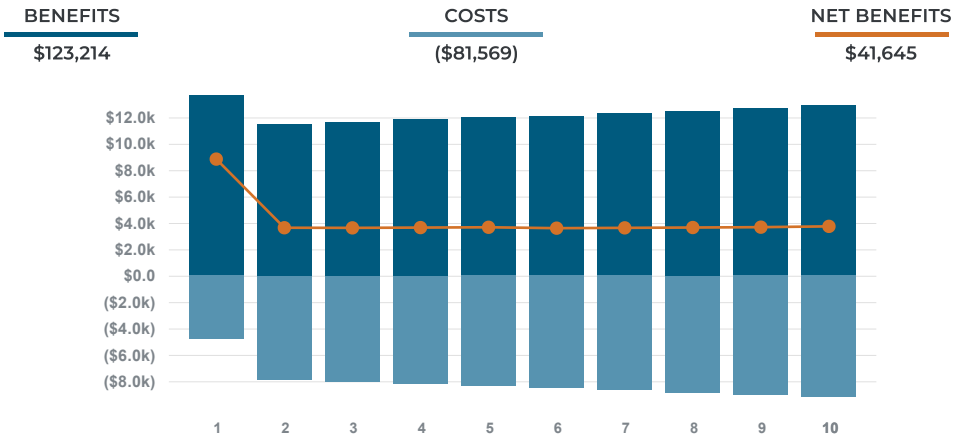
A summary of the total Public Support modeled in this analysis is shown below.

VALUE OF PUBLIC SUPPORT UNDER CONSIDERATION		
	NON-TAX INCENTIVE	TOTAL
City of Tomball	\$16,077	\$16,077
Harris County	\$0	\$0
Tomball ISD	\$0	\$0
Lone Star Community College	\$0	\$0
Port of Houston	\$0	\$0
Harris County Emergency Services District 8	\$0	\$0
Harris County Hospital District	\$0	\$0
Harris County Department of Education	\$0	\$0
Harris County Flood Control	\$0	\$0
Total	\$16,077	\$16,077

The table below displays the estimated additional benefits, costs, and net benefits to be received by City of Tomball over the next 10 years of the Project

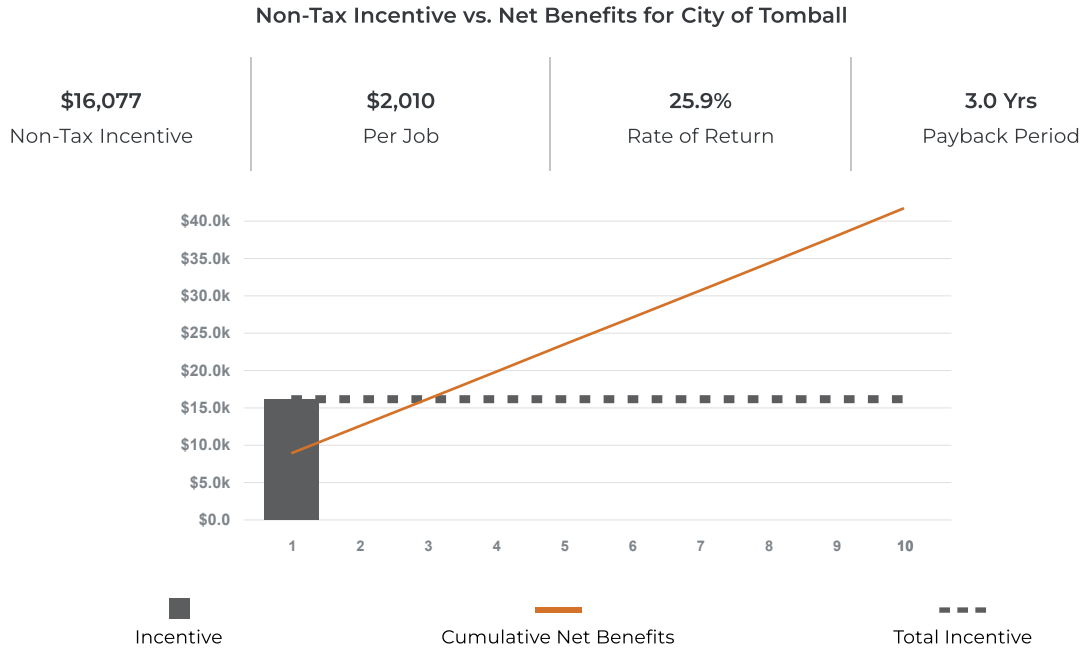
NET BENEFITS OVER 10 YEARS: CITY OF TOMBALL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Sales Taxes	\$6,427	\$405	\$6,832
Real Property Taxes	\$36,500	\$0	\$36,500
FF&E Property Taxes	\$2,407	\$0	\$2,407
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$355	\$355
Hotel Occupancy Taxes	\$671	\$0	\$671
Building Permits and Fees	\$0	\$0	\$0
Utility Revenue	\$52,620	\$5,370	\$57,989
Utility Franchise Fees	\$3,299	\$336	\$3,635
Miscellaneous Taxes and User Fees	\$13,451	\$1,373	\$14,825
Benefits Subtotal	\$115,374	\$7,840	\$123,214
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$20,388)	(\$2,075)	(\$22,463)
Cost of Utility Services	(\$53,635)	(\$5,470)	(\$59,105)
Costs Subtotal	(\$74,023)	(\$7,546)	(\$81,569)
Net Benefits	\$41,351	\$294	\$41,645

Annual Fiscal Net Benefits for City of Tomball



Non-Tax Incentives

The graph below depicts the non-tax incentives modeled in this analysis versus the cumulative net benefits to City of Tomball. The intersection indicates the length of time until the incentives are paid back.



The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$41,273	\$0	\$41,273
FF&E Property Taxes	\$2,721	\$0	\$2,721
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$3,481	\$3,481
Hotel Occupancy Taxes	\$192	\$0	\$192
Miscellaneous Taxes and User Fees	\$3,469	\$4,135	\$7,603
Benefits Subtotal	\$47,654	\$7,616	\$55,270
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$7,106)	(\$8,445)	(\$15,551)
Costs Subtotal	(\$7,106)	(\$8,445)	(\$15,551)
Net Benefits	\$40,548	(\$829)	\$39,719

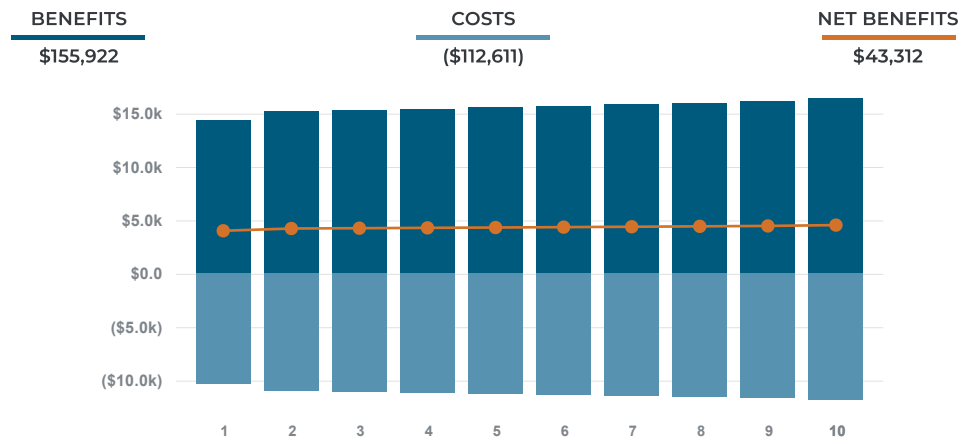
Annual Fiscal Net Benefits for Harris County



The table below displays the estimated additional benefits, costs, and net benefits to be received by Tomball ISD over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: TOMBALL ISD			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$136,872	\$0	\$136,872
FF&E Property Taxes	\$9,025	\$0	\$9,025
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$4,431	\$4,431
Addtl. State & Federal School Funding	\$0	\$5,595	\$5,595
Benefits Subtotal	\$145,897	\$10,026	\$155,922
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost to Educate New Students	\$0	(\$4,976)	(\$4,976)
Reduction in State School Funding	(\$104,462)	(\$3,172)	(\$107,634)
Costs Subtotal	(\$104,462)	(\$8,149)	(\$112,611)
Net Benefits	\$41,435	\$1,877	\$43,312

Annual Fiscal Net Benefits for Tomball ISD



The table below displays the estimated additional benefits, costs, and net benefits to be received by Lone Star Community College over the next 10 year Project.

NET BENEFITS OVER 10 YEARS: LONE STAR COMMUNITY COLLEGE

BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$11,804	\$0	\$11,804
FF&E Property Taxes	\$778	\$0	\$778
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$996	\$996
Benefits Subtotal	\$12,582	\$996	\$13,578
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$12,582	\$996	\$13,578

Annual Fiscal Net Benefits for Lone Star Community College



The table below displays the estimated additional benefits, costs, and net benefits to be received by Port of Houston over the next 10 years of the Project

NET BENEFITS OVER 10 YEARS: PORT OF HOUSTON			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$955	\$0	\$955
FF&E Property Taxes	\$63	\$0	\$63
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$81	\$81
Benefits Subtotal	\$1,018	\$81	\$1,098
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$1,018	\$81	\$1,098

Annual Fiscal Net Benefits for Port of Houston



Harris County Emergency Services District 8 Fiscal Impact

Item 13.

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Emergency Services District 8 over 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY EMERGENCY SERVICES DISTRICT 8			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$10,320	\$0	\$10,320
FF&E Property Taxes	\$680	\$0	\$680
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$870	\$870
Benefits Subtotal	\$11,000	\$870	\$11,870
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$11,000	\$870	\$11,870

Annual Fiscal Net Benefits for Harris County Emergency Services District 8



The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Hospital District over the next 10 the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY HOSPITAL DISTRICT			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$17,762	\$0	\$17,762
FF&E Property Taxes	\$1,171	\$0	\$1,171
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$1,498	\$1,498
Benefits Subtotal	\$18,933	\$1,498	\$20,431
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$18,933	\$1,498	\$20,431

Annual Fiscal Net Benefits for Harris County Hospital District



The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Department of Education over the years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY DEPARTMENT OF EDUCATION			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$546	\$0	\$546
FF&E Property Taxes	\$36	\$0	\$36
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$46	\$46
Benefits Subtotal	\$582	\$46	\$629
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$582	\$46	\$629

Annual Fiscal Net Benefits for Harris County Department of Education



The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Flood Control over the next 10 year Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY FLOOD CONTROL

BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$3,667	\$0	\$3,667
FF&E Property Taxes	\$242	\$0	\$242
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$309	\$309
Benefits Subtotal	\$3,909	\$309	\$4,218
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$3,909	\$309	\$4,218

Annual Fiscal Net Benefits for Harris County Flood Control



Overview of Methodology

The Impact DashBoard model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 10-year period.

The economic impact as calculated in this report can be categorized into two main types of impacts. First, the direct economic impacts are the jobs and payroll directly created by the Project. Second, this economic impact analysis calculates the spin-off or indirect and induced impacts that result from the Project. Indirect jobs and salaries are created in new or existing area firms, such as maintenance companies and service firms, that may supply goods and services for the Project. In addition, induced jobs and salaries are created in new or existing local businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to new workers and their families.

The economic impact estimates in this report are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U. S. Department of Commerce, Bureau of Economic Analysis. The RIMS II model is a standard tool used to estimate regional economic impacts. The economic impacts estimated using the RIMS II model are generally recognized as reasonable and plausible assuming the data input into the model is accurate or based on reasonable assumptions. Impact DataSource utilizes adjusted county-level multipliers to estimate the impact occurring at the sub-county level.

Two types of regional economic multipliers were used in this analysis: an employment multiplier and an earnings multiplier. An employment multiplier was used to estimate the number of indirect and induced jobs created or supported in the area. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs. The employment multiplier shows the estimated number of total jobs created for each direct job. The earnings multiplier shows the estimated amount of total salaries paid to these workers for every dollar paid to a direct worker. The multipliers used in this analysis are listed below:

311412 FROZEN SPECIALTY FOOD MANUFACTURING		CITY OF TOMBALL
Employment Multiplier	(Type II Direct Effect)	1.4702
Earnings Multiplier	(Type II Direct Effect)	1.5548

Most of the revenues estimated in this study result from calculations relying on (1) attributes of the Project, (2) assumptions to derive the value of associated taxable property or sales, and (3) local tax rates. In some cases, revenues are estimated on a per new household, per new worker, or per new school student basis.

The company or Project developer was not asked, nor could reasonably provide data for calculating some other revenues. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers, the company does not know the propensity of its workers to speed. Therefore, some revenues are calculated using an average revenue approach.

This approach uses relies on two assumptions:

1. The taxing entity has two general revenue sources: revenues from residents and revenues from businesses.
2. The taxing entity will collect (a) about the same amount of miscellaneous taxes and user fees from each new household that results from the Project as it currently collects from existing households on average, and (b) the same amount of miscellaneous taxes and user fees from the new business (on a per worker basis) will be collected as it collects from existing businesses.

In the case of the school district, some additional state and federal revenues are estimated on a per new school student basis consistent with historical funding levels.

Additionally, this analysis sought to estimate the additional expenditures faced by local jurisdictions to provide services to new households and new businesses. A marginal cost approach was used to calculate these additional costs.

This approach relies on two assumptions:

1. The taxing entity spends money on services for two general groups: revenues from residents and revenues from businesses.
2. The taxing entity will spend slightly less than its current average cost to provide local government services (police, fire, EMS, etc.) to (a) new residents and (b) businesses on a per worker basis.

In the case of the school district, the marginal cost to educate new students was estimated based on a portion of the school's current expenditures per student and applied to the headcount of new school students resulting from the Project.

Additionally, this analysis seeks to calculate the impact on the school district's finances from the Project by generally, and at a summary level, mimicking the district's school funding formula.

According to the Texas Education Agency, any property added to local tax rolls, and the local taxes that this generates, reduces the amount of state funding equivalent to local taxes collected for maintenance and operations. The school district retains local taxes received for debt services and the corresponding state funding is not reduced. However, according to the Texas Education Agency, the school district will receive state aid for each new child that moves to the District. The additional revenues for the school district are calculated in this analysis.

About Impact DataSource

Established in 1993, Impact DataSource is an Austin, Texas-based economic consulting firm. Impact DataSource provides high-quality economic research, specializing in economic and fiscal impact analyses. The company is highly focused on supporting economic development professionals and organizations through its consulting services and software. Impact DataSource has conducted thousands of economic impact analyses of new businesses, retention and expansion projects, developments, and activities in all industry groups throughout the U.S.

For more information on Impact DataSource, LLC and our product Impact DashBoard, please visit our website www.impactdatasource.com

AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **Della Casa Pasta** (the “Company”), 1599 Hicks Street, Suite 3, Tomball, TX 77375.

WITNESSETH:

WHEREAS, it is the established policy of the TEDC to adopt such reasonable measures from time-to-time as are permitted by law to attract industry, create and retain primary jobs, expand the growth of the City of Tomball (the “City”), and thereby enhance the economic stability and growth of the City; and

WHEREAS, the Company proposes to purchase a 7,872 square-foot existing commercial space located at 1599 Hicks Street, Tomball, Texas 77375 (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, the Company currently leases space at the Property and proposes to purchase the Property, and as part of the process, plans to make capital investments including building improvements (Exhibit “B” “Improvements”) in an amount equal to at least One Hundred and Fifty Thousand Dollars (\$150,000.00) as are necessary to occupy the Property and grow the business; the Company also proposes to increase its business operations by expanding its square footage within the existing building at the Property; and

WHEREAS, the Company also proposes to retain five (5) full-time employees and create three (3) new jobs in Tomball within the first two years of operations at the Property; and

WHEREAS, the TEDC agrees to provide to the Company the sum of Sixteen Thousand Seventy-Seven Dollars (\$16,077.00) to assist in the construction of the Improvements, the retention of five (5) employees, and the creation of three (3) new full-time jobs at the Property; and

WHEREAS, the Company has agreed, in exchange and as consideration for the funding, to satisfy and comply with certain terms and conditions; and

WHEREAS, this expenditure is found by the Board of Directors of the TEDC to be suitable for the relocation of the corporate headquarters to the property, to promote and develop new business enterprises on the Property, and in furtherance of the creation and retention of primary jobs;

NOW, THEREFORE, in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the TEDC and the Company agree as follows:

1.

Except as provided by paragraph 4, the Company covenants and agrees that it will operate and maintain the proposed business for a term of at least five (5) years and will maintain eight (8) full-time employees on the Property.

2.

The construction of the Improvements, the retention of the five (5) employees, and the creation of three (3) new full-time jobs and the obtaining of all necessary occupancy permits from the City must occur within twenty-four (24) months from the Effective Date of this

Agreement. Extensions of these deadlines may be granted by the Board of Directors of the TEDC due to any extenuating circumstance or uncontrollable delay.

3.

The Company further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An “undocumented worker” shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

4.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company Sixteen Thousand and Seventy-Seven Dollars (\$16,077.00) to fund a portion of the cost of the Improvements, the retention of five (5) employees, and the creation of three (3) new employees to the Tomball operation. The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of a letter from the Company requesting such payment, which letter shall also include: (a) a copy of the City’s occupancy permit for the Improvements to the Property; if applicable (b) proof that the Company has added the number of employees indicated above to its business operations on the Property, as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service Form 941; (c) verification from the City acknowledging that all necessary plats, plans, and specifications have been received, reviewed, and approved; (d) certification that the Improvements have been constructed in accordance with the approved plans and specifications; (e) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released; and, (f) Proof of payment to all contractors and subcontractors

providing work and/or materials in the construction of the Improvements, proof of payment much include copies of canceled checks and/or credit card receipts and copies of paid invoices from all contractors and subcontractors.

In the event the number of jobs originally projected is not met or maintained, the amount of the funding provided to the Company by TEDC will be reduced on a pro-rata basis to reflect the actual number of jobs at the time of the request for disbursement of funds.

5.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within thirty (30) days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within thirty (30) days after the TEDC notifies the Company of the violation.

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of such funds. Such reimbursement shall be due and payable thirty (30) days after the Company receives written notice of default accompanied by copies of all applicable invoices.

It is understood and agreed by the parties that, in the event of default by the TEDC on any of its obligations under this Agreement, the Company's sole and exclusive remedy shall be limited to either a) the termination of this Agreement or b) a suite for specific performance.

6.

Personal Liability of Public Officials: To the extent permitted by law, no director, officer, employee or agent of the TEDC, and no officer, employee or agent of the City of Tomball, shall be personally responsible for any liability arising under or growing out of this Agreement.

7.

This Agreement shall inure to the benefit of and be binding upon the TEDC and the Company, and upon the Company's successors and assigns, affiliates, and subsidiaries, and shall remain in force whether the Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for so long as this Agreement, or any extension thereof, remains in effect.

8.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City:

Tomball Economic Development Corporation
401 W. Market Street
Tomball, Texas 77375
Attn: President, Board of Directors

If to Company: Della Casa Pasta
1599 Hicks Street, Suite 3
Tomball, TX 77375
Attn: Luisa Obando, CEO/Owner

9.

This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.

10.

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto.

11.

The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

12.

This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

13.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or

unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 2023 (the "Effective Date").

DELLA CASA PASTA

By: _____

Name: Luisa Obando

Title: CEO/Owner

ATTEST:

By: _____

Name: _____

Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: _____

Title: President, Board of Directors

ATTEST:

By: _____

Name: _____

Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____
2023, by Luisa Obando, CEO/Owner of Della Casa Pasta, for and on behalf of said company.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____
2022, by _____, President of the Board of Directors of the Tomball
Economic Development Corporation, for and on behalf of said Corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

Exhibit "A"

Legal Description of Property

Legal Description: LT 4 BLK 1 1603 HICK

Property Address: 1599 HICKS STREET, TOMBALL, TX 77375

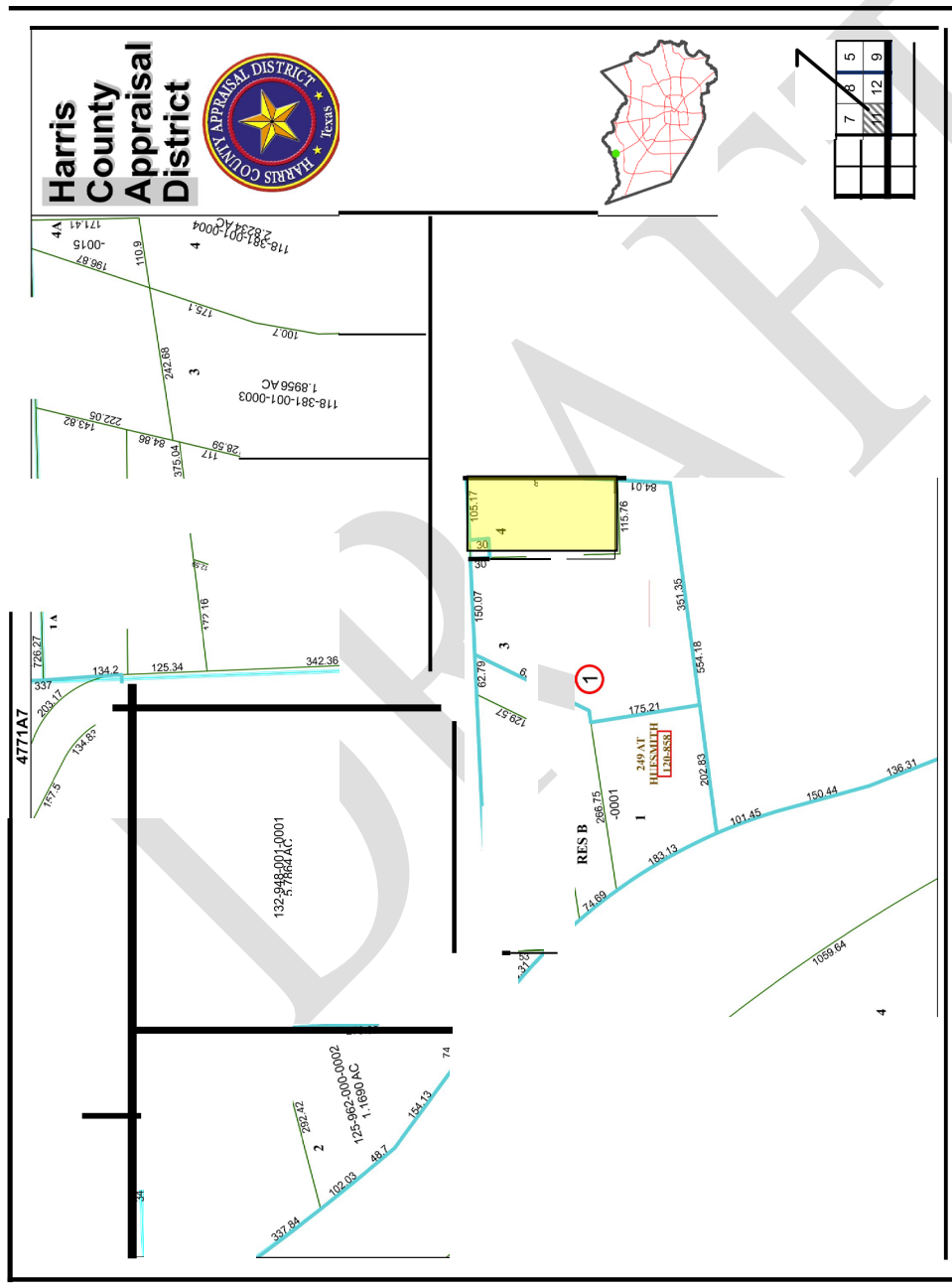


Exhibit “B”
Improvements

Exterior improvements to include: removing a front window, expanding a single door to a double door, and closing in the back garage door.

Interior improvements to include: build out of kitchen prep space including freezers, cold storage, etc. and shipping area.

DRAFT

Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: November 15, 2022

Topic:

Consideration and possible action by Tomball EDC to approve, a Resolution of which the caption reads:

“A RESOLUTION OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION PROVIDING THE TIME AND PLACE OF THE REGULAR MEETINGS OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION IN THE CITY OF TOMBALL, TEXAS FOR THE YEAR 2023.”

Background:

The Tomball Economic Development Corporation (TEDC By-laws require the schedule of regular meetings to be set by resolution stating the time and place of each meeting).

The proposed 2023 calendar of TEDC Regular Board Meetings is below.

- January 10, 2023**
- March 7, 2023**
- May 9, 2023**
- August 8, 2023**
- September 12, 2023 (if needed)**
- November 14, 2023**

Origination: TEDC By-laws

Recommendation: Staff recommends approval of the Resolution for the 2023 Board of Directors Meeting Calendar.

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____
Staff Member-TEDC Date

Approved by _____
Executive Director-TEDC Date

TOMBALL

ECONOMIC DEVELOPMENT CORP.

2023

MEETING DATES

January 10, 2023

March 7, 2023

May 9, 2023

August 8, 2022

September 12, 2023 (if needed)

November 14, 2023

TIME

5:30 p.m.

LOCATION

City of Tomball

Council Chambers

401 W. Market Street

Tomball, TX 77375

NOTES

Fiscal Year is Oct. 1 to Sept. 30

November 2023—First regular meeting of the new fiscal year

- JANUARY -

S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- FEBRUARY -

S	M	T	W	TH	F	S
			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

- MARCH -

S	M	T	W	TH	F	S
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12	13	14	15	16	17	18
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26	27	28	29	30	31	

- APRIL -

S	M	T	W	TH	F	S
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

- MAY -

S	M	T	W	TH	F	S
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- JUNE -

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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

- JULY -

S	M	T	W	TH	F	S
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23	24	25	26	27	28	29
30	31					

- AUGUST -

S	M	T	W	TH	F	S
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19	20	21	22	23	24	25
26	27	28	29	30	31	

- SEPTEMBER -

S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
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17	18	19	20	21	22	23
24	25	26	27	28	29	30

- OCTOBER -

S	M	T	W	TH	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- NOVEMBER -

S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

- DECEMBER -

S	M	T	W	TH	F	S
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9	10	11	12	13	14	15
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23	24	25	26	27	28	29
30	31					

RESOLUTION NO. 2022-51-TEDC

A RESOLUTION OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION, PROVIDING THE TIME AND PLACE OF THE REGULAR MEETINGS OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION IN THE CITY OF TOMBALL, TEXAS, FOR THE YEAR 2023.

* * * * *

WHEREAS, ARTICLE III, section 3.05 of the Bylaws of the Tomball Economic Development Corporation provides that the Tomball Economic Development Corporation Board of Directors shall set the time and place of its regular meetings by resolution, such meetings to be held at 5:30 p.m. at the Registered Office of the Tomball Economic Development Corporation located at 401 W. Market Street in Tomball, Texas; and,

NOW THEREFORE, BE IT RESOLVED BY THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION:

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

Section 2. The time and place of the regular meetings of the Tomball Economic Development Corporation for the year 2022 shall be as follows:

Dates: January 10, 2023
March 7, 2023
May 9, 2023
August 8, 2023
September 12, 2023
November 14, 2023

Time: 5:30 p.m.
Location: Tomball City Hall
City Council Chambers
401 Market Street
Tomball, Texas

Section 3. In the event any clause, phrase, provision, sentence, or part of this Resolution 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 Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the Tomball Economic Development Corporation, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 4. All resolutions or parts of resolutions inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

PASSED AND APPROVED BY A VOTE OF ___ TO ___ AS SET OUT BELOW AT THE MEETING OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION HELD ON THE 15th DAY OF November, 2022:

GRETCHEN FAGAN	_____
STEVEN L. VAUGHAN	_____
RICHARD BRUCE	_____
BILL SUMNER JR.	_____
CLETE JAEGER	_____
CHAD DEGGES	_____
LISA COVINGTON	_____

GRETCHEN FAGAN, President

ATTEST:

TIFFANI WOOTEN, Assistant Director

Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: November 15, 2022

Topic:

Consideration and possible action by Tomball EDC to approve an amendment to the Commercial Real Estate Listing Agreement with Colliers International for the sale of EDC owned property in the Tomball Business and Technology Park.

Background:

The Tomball Economic Development Corporation first approved a one-year listing agreement with Colliers International on November 19, 2013 to represent the TEDC in the listing and sale of property in the Tomball Business and Technology Park. The agreement has been renewed by the Board each November since its initial approval.

The TEDC also has a Buyer Representation Agreement with Colliers International covering real estate brokerage services in connection with the acquisition of property. That agreement was first approved on August 14, 2018 and was later amended to include the selling and/or leasing of the South Live Oak property.

Origination: Kelly Violette, Executive Director, Tomball Economic Development Corporation

Recommendation: Staff recommends approval of the amendment to the Commercial Real Estate Contract.

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____
Staff Member-TEDC Date

Approved by _____
Executive Director-TEDC Date



AMENDMENT TO LISTING

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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AMENDMENT TO LISTING AGREEMENT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT

Tomball Business & Technology Park, South Live Oak Industrial Park (aka Live Oak Business Park), Lots 1 & 3 of TB & TP Section 2 on S. Persimmon Rd,
and real property both in close proximity to and as expansion space along with any other real property acquired by Owner/Seller.

"Owner" means the seller or landlord of the above-referenced Property.

Effective November 30, 2022, Owner and Broker amend the above-referenced Listing as follows:

- A. The Listing Price in Paragraph 3 of the Listing is changed to: \$ _____.
- B. The date the Listing ends in Paragraph 4 of the Listing is changed to: November 30, 2023.
- C. Owner instructs Broker to cease marketing the Property on _____ and to resume marketing the Property on: (1) receipt of further instructions from Owner; or (2) _____.

The Listing is not terminated and remains in effect for all other purposes.

- D. Paragraph(s) _____ are changed as follows:

Colliers International Houston, Inc.
Broker's (Company's) Printed Name 0029114 License No.

Tomball Economic Development Corporation
By: _____
Seller or Landlord Date
Kelly Violette, Executive Director

DocuSigned by:
Tom Condon 11/1/2022
By: _____
Broker's Associate's Signature Date
Tom Condon, Jr., Principal

Seller or Landlord Date



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL REAL ESTATE LISTING AGREEMENT
EXCLUSIVE RIGHT TO SELL

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
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1. PARTIES: The parties to this agreement (this Listing) are:

Seller: Tomball Economic Development Corporation
Address: P.O. Box 820
City, State, Zip: Tomball, TX 77377
Phone: (281) 401-4086 Fax: (281) 351-7223
E-Mail: KVioletta@tomballtxedc.org

Broker: Colliers Appelt Womack Inc dba Colliers International
Address: 24 Waterway Ave, Suite 630
City, State, Zip: The Woodlands, TX 77380
Phone: (713) 830-4007 Fax: (713) 830-4057
E-Mail: tom.condon.jr@colliers.com

Seller appoints Broker as Seller's sole and exclusive real estate agent and grants to Broker the exclusive right to sell the Property.

2. PROPERTY:

A. "Property" means the following real property in Texas:

Address: NWC Quadrant Holderieth & Hufsmith-Kohrville Roads
City: Tomball County: Harris Zip: 77375
Legal Description (Identify exhibit if described on attachment): _____

approximately 97.5 gross acres known as the "Tomball Business & Technology Park" as depicted on the Site Map attached hereto as Exhibit "A" and being incorporated herein.

B. Except as otherwise provided in this Listing, Broker is to market the Property together with:

- (1) all buildings, improvements, and fixtures;
- (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, easements and rights-of-way;
- (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
- (4) Seller's interest in all licenses and permits related to the Property;
- (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
- (6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
- (7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: _____

(Describe any exceptions, reservations, or restrictions in Special Provisions or an addendum. If the Property is a condominium, attach Condominium Addendum to Listing (TAR-1401).)

NWC Quadrant Holderieth & Hufsmith-Kohrville Roads

Commercial Listing concerning Tomball, 77375

3. LISTING PRICE:

- A. Seller instructs Broker to market the Property at the following gross sales price: as per the attached Pricing Schedule Addendum (Listing Price).
- B. Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller. ~~Seller will pay all typical closing costs charged to sellers of commercial real estate in Texas (seller's typical closing costs are those set forth in the commercial contract forms published by the Texas Association of REALTORS®) except~~

4. TERM:

date of Executive Director's execution on page 9

- A. This Listing begins on [^] 12-2-2014 and ends at 11:59 p.m. on 12-2-2014. Seller may terminate this Listing on notice to Broker any time after 12-2-2014.
- B. If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.

5. BROKER'S FEE:

A. Fee: When earned and payable, Seller will pay Broker a fee of:

- (1) 6.0 % of the sales price.
- (2) _____
- _____
- _____

B. Earned: Broker's fee is earned when any one of the following occurs during this Listing:

- (1) Seller sells, exchanges, agrees to sell, or agrees to exchange all or part of the Property to anyone at any price on any terms;
- (2) Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy all or part of the Property at the Listing Price or at any other price acceptable to Seller; or
- (3) Seller grants or agrees to grant to another person an option to purchase all or part of the Property.
- ~~(4) Seller transfers or agrees to transfer all or part of Seller's interest (stock or shares) in any entity that holds title to all or part of the Property for the purpose of conveying all or part of the Property to another person; or~~
- ~~(5) Seller breaches this Listing.~~

C. Payable: Once earned, Broker's fee is payable either during this Listing or after it ends at the earlier of:

- (1) the closing and funding of any sale or exchange of all or part of the Property;
- (2) Seller's refusal to sell the Property after Broker's Fee has been earned;
- (3) Seller's breach of this Listing; or
- (4) at such time as otherwise set forth in this Listing.

Broker's fee is not payable if a sale of the Property does not close or fund as a result of: (i) Seller's failure, without fault of Seller, to deliver to a buyer a deed or a title policy as required by the contract to sell; (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Seller's failure to restore the Property, as a result of a casualty loss, to its previous condition by the closing date set forth in a contract for the sale of the Property.

D. Other Fees:

~~(1) Lease of Property: If, during this Listing, Broker procures a tenant to lease all or part of the Property and Seller agrees to lease all or part of the Property to the tenant, Seller will pay Broker at the time~~

NWC Quadrant Holderieth & Hufsmith-Kohrville Roads

Commercial Listing concerning Tomball, 77375

~~the lease is executed the fee described below. If, during the term of the lease, the tenant agrees to purchase all or part of the Property, Seller will pay Broker the fee specified in Paragraph 5A in addition to the amount described below.~~

- (a) _____ % of all base rents to be paid over the term of the lease and the same percentage of the following items to be paid over the term of the lease: expense reimbursements; and _____.
- (b) _____

(2) Breach by Buyer Under Contract: If Seller collects earnest money, the sales price, or damages by suit, compromise, settlement or otherwise from a buyer who breaches a contract for the sale of all or part of the Property entered into during this Listing, Seller will pay Broker, after deducting attorney's fees and collection expenses, an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Fee stated in Paragraph 5A. Any amount paid under this Paragraph 5D(2) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.

(3) Service Providers: If Broker refers Seller or a prospective buyer or tenant to a service provider (e.g., mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(3) is in addition to any other compensation Broker may receive under this Listing.

(4) Transaction Fees and/or Reimbursable Expenses: _____

E. Protection Period:

- (1) "Protection period" means that time starting the day after this Listing ends and continuing for 90 days.
- (2) Not later than 10 days after this Listing ends Broker may send Seller written notice specifying the names of persons whose attention Broker has called to the Property during this Listing. If Seller agrees to sell ~~or lease~~ all or part of the Property during the protection period to a person named in the notice or to a relative or business associate of a person named in the notice, Seller will pay Broker, upon the closing of the sale ~~or upon execution of the lease~~, the amount Broker would have been entitled to receive if this Listing were still in effect.
- (3) "Person" means any person in any capacity whether an individual or entity. "Sell" means any transfer of any interest in the Property whether by agreement or option.
- (4) This Paragraph 5E survives termination of this Listing.

F. County: All amounts payable to Broker are to be paid in cash in Harris County, Texas.

~~G. Escrow Authorization: Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the purchase or acquisition of the Property to collect and disburse to Broker all amounts payable to Broker under this Listing.~~

NOTICE: Under Chapter 62, Texas Property Code, Broker is entitled to claim a lien against the Property to secure payment of an earned commission.

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Commercial Listing concerning Tomball, 77375

6. EXCLUSIONS:

- A. Seller is obligated to pay Insite Commercial Real Estate and/or The Urban Companies a 4.0% broker fee if Seller sells all or part of the Property to a prospect ("P.R. Prospect") represented by Insite/Urban currently considering the Property. (named
- B. If Seller enters into a contract to sell ~~or lease~~ all or part of the Property to the named exclusion ~~date specified in Paragraph 6A~~, Seller will not be obligated to pay Broker the fees under Paragraph 5 of this Listing, but Seller will pay Broker, upon the closing of the sale ~~or upon execution of the lease~~, a fee equal to:
 - (1) 2.0 % of the sales price if Seller sells the Property;
 - (2) ~~_____ % of all base rents to be paid over the term of the lease if Seller leases the Property and the same percentage of the following items to be paid over the term of the lease: expense reimbursements; _____; and~~
 - (3) ~~_____~~

C. If Seller enters into a contract to sell ~~or lease~~ all or part of the Property to the named exclusion, Broker will ~~will not~~ assist Seller in negotiating and closing the sale ~~or lease~~ to the named exclusion.

7. ACCESS TO THE PROPERTY: Authorizing access to the Property means giving permission to another person to enter the Property, disclosing security codes necessary to enter the Property to such person, and lending a key to the Property to such person. To facilitate the showing and sale of the Property, Seller instructs Broker and Broker's associates to: (i) access the Property at reasonable times; (ii) authorize other brokers, inspectors, appraisers, lenders, engineers, surveyors, and repair persons to enter the Property at reasonable times; and (iii) duplicate keys to facilitate convenient and efficient showings.

8. COOPERATION WITH OTHER BROKERS: Broker will allow other brokers to show the Property to prospective buyers. If the other broker procures a buyer who purchases the Property, Broker will offer to pay the other broker a portion of Broker's fee under Paragraph 5, on the basis of the 50/50 split of Broker's fee assuming Buyer's broker is actively involved in the transaction from the initial contact through closing.

9. INTERMEDIARY: (Check A or B only.)

- A. Intermediary Status: Broker may show the Property to interested prospective buyers or tenants who Broker represents. If a prospect who Broker represents offers to buy ~~or lease~~ the Property, Seller authorizes Broker to act as an intermediary and Broker will notify Seller that Broker will service the parties in accordance with one of the following alternatives.
 - (1) If a prospect who Broker represents is serviced by an associate other than the associate servicing Seller under this Listing, Broker may notify Seller that Broker will: (a) appoint the associate then servicing Seller to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller; and (b) appoint the associate then servicing the prospect to the prospect for the same purpose.
 - (2) If a prospect who Broker represents is serviced by the same associate who is servicing Seller, Broker may notify Seller that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospect; and (b) appoint the associate servicing the Seller under this Listing to the Seller for the same purpose.
 - (3) Broker may notify Seller that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.

NWC Quadrant Holderieth & Hufsmith-Kohrville Roads

Commercial Listing concerning Tomball, 77375

- B. No Intermediary Status: Seller agrees that Broker will not show the Property to prospects who Broker represents.

Notice: If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:

- ◆ may not disclose to the prospect that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;
- ◆ may not disclose to Seller that the prospect will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospect;
- ◆ may not disclose any confidential information or any information Seller or the prospect specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
- ◆ may not treat a party to the transaction dishonestly; and
- ◆ may not violate the Real Estate License Act.

10. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.

11. BROKER'S AUTHORITY:

- A. Broker will use reasonable efforts and act diligently to market the Property for sale, procure a buyer, and negotiate the sale of the Property.
- B. In addition to other authority granted by this Listing, Broker may:
- (1) advertise the Property by means and methods as Broker determines is appropriate in any media, including but not limited to:
 - (a) placing a "For Sale" sign or similar marketing sign on the Property; and
 - (b) creating and placing information about the Property (including interior and exterior photographs or videos):
 - (i) on the Internet on Broker's website and on other websites as Broker determines;
 - (ii) in any advertisements whether in print or electronic media; and
 - (iii) into listing services that may publicize the information on the Internet or by other means;
 - (2) reproduce, display, and distribute information about the Property, including the information described under Paragraph 11B(1), for the purposes of marketing the Property;
 - (3) furnish comparative marketing and sales information about other properties to prospects;
 - (4) disseminate information about the Property to other Brokers and prospects, including applicable disclosures, notices, or other information that Seller is required to make under law or a contract;
 - (5) obtain information from any holder of any note secured by a lien on the Property;
 - (6) accept, in trust, any earnest money, option fee, security deposit, or other money related to the purchase ~~or lease~~ of the Property and deliver such money for deposit in accordance with a contract for the sale ~~or lease~~ of the Property;
 - (7) ~~disclose the sales price and terms of a sale or a lease to other brokers, appraisers, other real estate professionals, and any listing services into which information about the Property is placed;~~
 - (8) place information about this Listing and a transaction for the Property on an electronic platform (an electronic platform is typically an Internet-based system where professionals related to the transaction, such as title companies and lenders, may receive, view, and input information); and
 - (9) advertise that Broker "sold" ~~or "leased"~~ the Property after the closing of a sale ~~or execution of a lease~~ of the Property in which Broker was involved, **subject to Seller's prior written approval of any such "advertisement"**.

NOTICE: Any submission of information to a listing service must be made in accordance with listing service's rules.

NWC Quadrant Holderieth & Hufsmith-Kohrville Roads

Commercial Listing concerning Tomball, 77375

- C. Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the Property.
- D. Photographs, videos, and compilations of information submitted to a listing service are the property of the listing service for all purposes.

12. REPRESENTATIONS:

- A. Except as provided otherwise in this Listing, Seller represents that:
 - (1) Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures thereon, unless rented, and the legal capacity to convey the Property;
 - (2) Seller is not bound by a listing agreement with another broker for the sale, exchange, ~~or lease~~ of the Property that is or will be in effect during this Listing;
 - (3) no person or entity has any right to purchase, ~~lease~~, or acquire the Property by an option, right of refusal, or other agreement;
 - (4) there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property;
 - (5) the Property is not subject to the jurisdiction of any court;
 - (6) Seller owns sufficient intellectual property rights in any materials which Seller provides to Broker related to the Property (for example, brochures, photographs, drawings, or articles) to permit Broker to reproduce and distribute such materials for the purposes of marketing the Property or for other purposes related to this agreement; and
 - (7) all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge.

B. Seller and Broker must disclose any known material defect in the Property to a prospective buyer. (Check only one box.)

(1) Seller is not aware of any material defects to the Property except as stated in the attached Property Condition Statement. Seller authorizes Broker to furnish prospective buyers and other brokers with a copy of the Property Condition Statement.

(2) Except as otherwise provided in this Listing, Seller is not aware of ^A*

~~(a) any subsurface structures, pits, wastes, springs, or improvements;~~ * any material defects to the Property except that which may be detailed in the environmental reports listed in Section 19 herein.

~~(b) any pending or threatened litigation, condemnation, or assessment affecting the Property;~~

(c) any environmental hazards or conditions that materially affect the Property;

(d) whether the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;

(e) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants) or other pollutants or contaminants of any nature now exist or have ever existed on the Property;

(f) any wetlands, as defined by federal or state law or regulation, on the Property;

(g) any threatened or endangered species or their habitat on the Property;

(h) any present or past infestation of wood-destroying insects in the Property's improvements;

(i) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;

(j) any material physical defects in the improvements on the Property; or

~~(k) any condition on the Property that violates any law or ordinance.~~

(List any exceptions to (a)-(k) in Special Provisions or an addendum.)

13. SELLER'S ADDITIONAL PROMISES: Seller agrees to:

- A. cooperate with Broker to facilitate the showing and marketing of the Property;
- B. not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker;
- C. not enter into a listing agreement with another Broker for the sale or exchange of the Property to become effective during this Listing;

NWC Quadrant Holderieth & Hufsmith-Kohrville Roads
Commercial Listing concerning Tomball, 77375

- D. not enter into a listing agreement for the lease of all or part of the Property with another broker to become effective during this Listing without Broker's written permission;
- E. provide Broker with copies of the following, if any, relating to the Property: a current rent roll, all leases including any amendments, architectural plans and drawings, renderings, survey, a current operating statement, environmental inspection reports, engineering reports, and other relevant information that Broker may request during this Listing;
- F. advise Broker of any tenants moving in or out of the Property;
- G. complete any disclosures or notices required by law or a contract to sell the Property;
- H. amend any applicable notices and disclosures if any material change occurs during this Listing; and
- I. at Seller's expense, remove from the Property all:
 - (1) "For Sale" (or similarly worded) signs other than Broker's signs;
 - (2) "For Lease" (or similarly worded) signs from the Property unless the Property is listed for lease with another broker; and
 - (3) "For Information" (or similarly worded) signs other than Broker's signs.

14. LIMITATION OF LIABILITY:

- A. If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.
- B. Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker, including but not limited to injuries or losses caused by:
 - (1) other brokers, inspectors, appraisers, lenders, contractors, surveyors, engineers, and other persons who are authorized to access the Property;
 - (2) acts of third parties (for example, vandalism or theft);
 - (3) freezing or broken water pipes;
 - (4) a dangerous condition on the Property; and
 - (5) the Property's non-compliance with any law or ordinance.
- C.* ~~Seller agrees to indemnify and hold Broker and Broker's associates harmless from any damages, costs, attorney's fees, and expenses:~~
 - ~~(1) that arise from Seller's failure to disclose any material information about the Property;~~
 - ~~(2) that are caused by Seller giving incorrect information to Broker, other brokers, or prospects;~~
 - ~~(3) that arise from any claim for misuse of intellectual property in any materials or information that Seller provided to Broker related to the Property or this agreement; or~~
 - ~~(4) that are otherwise caused by Seller or Seller's negligence.~~

15. SPECIAL PROVISIONS:

* C. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

NWC Quadrant Holderieth & Hufsmith-Kohrville Roads
Commercial Listing concerning Tomball, 77375

- 16. DEFAULT:** If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of Broker's fee specified in Paragraph 5A and any other fees Broker is entitled to receive under this Listing. If a sales price is not determinable in the event of any exchange or breach of this Listing, the Listing Price will be the sales price for the purpose of calculating Broker's fee. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.
- 17. MEDIATION:** ~~The parties agree to negotiate in good faith in an effort to resolve any dispute that may arise between the parties. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the costs of mediation equally.~~
- 18. ATTORNEY'S FEES:** If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party may recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
- 19. ADDENDA:** Addenda or information that are part of this Listing are:
- A. Information About Brokerage Services
 - B. Property Description Exhibit identified in Paragraph 2
 - C. Condominium Addendum to Listing (TAR-1401)
 - D. Commercial Property Condition Statement (TAR-1408)
 - E. Information About On-Site Sewer Facility(TAR-1407)
 - F. Information about Special Flood Hazard Areas (TAR-1414)
 - G. The following reports are to be provided to buyers with executed contracts: Phase I and II Environmental Site Assessment and Phase I and II Geologic Fault Study.

20. AGREEMENT OF THE PARTIES:

- A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignability: Neither party may assign this Listing without the written consent of the other party.
- C. Binding Effect: Seller's obligations to pay Broker an earned fee is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assigns.
- D. Joint and Several: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.
- F. Severability: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- G. Partial Sales or Leases: If Seller sells ~~or leases~~ part of the Property before the date this Listing ends, this Listing will continue for the remaining part of the Property through the term of this Listing.
- H. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail specified in Paragraph 1.

21. ADDITIONAL NOTICES:

- A. **Broker's fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by the Texas Association of REALTORS®, its local affiliates, or any listing service. Broker's fees are negotiable.**

(TAR-1301) 1-26-10

Initialed for Identification by Seller KV, _____ and Broker/Associate OR

Page 8 of 9

NWC Quadrant Holderieth & Hufsmith-Kohrville Roads
Commercial Listing concerning Tomball, 77375

- B. The Property must be made available to all persons without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances may provide for additional protected classes (e.g., creed, status as a student, marital status, sexual orientation, or age).
- C. If the Property contains a residential dwelling built before 1978, federal law requires the Seller to: (1) provide the buyer with the promulgated lead hazard information pamphlet (TAR-2511); and (2) disclose the presence of any known lead-based paint or lead-based paint hazards.
- D. Broker cannot give legal advice. This is a legally binding agreement. READ IT CAREFULLY. If you do not understand the effect of this Listing, consult your attorney BEFORE signing.

Tomball Economic Development
Seller: Corporation

Broker:

By: _____

Colliers Appelt Womack Inc
Broker / Company Name: dba Colliers International
License No. 0029114

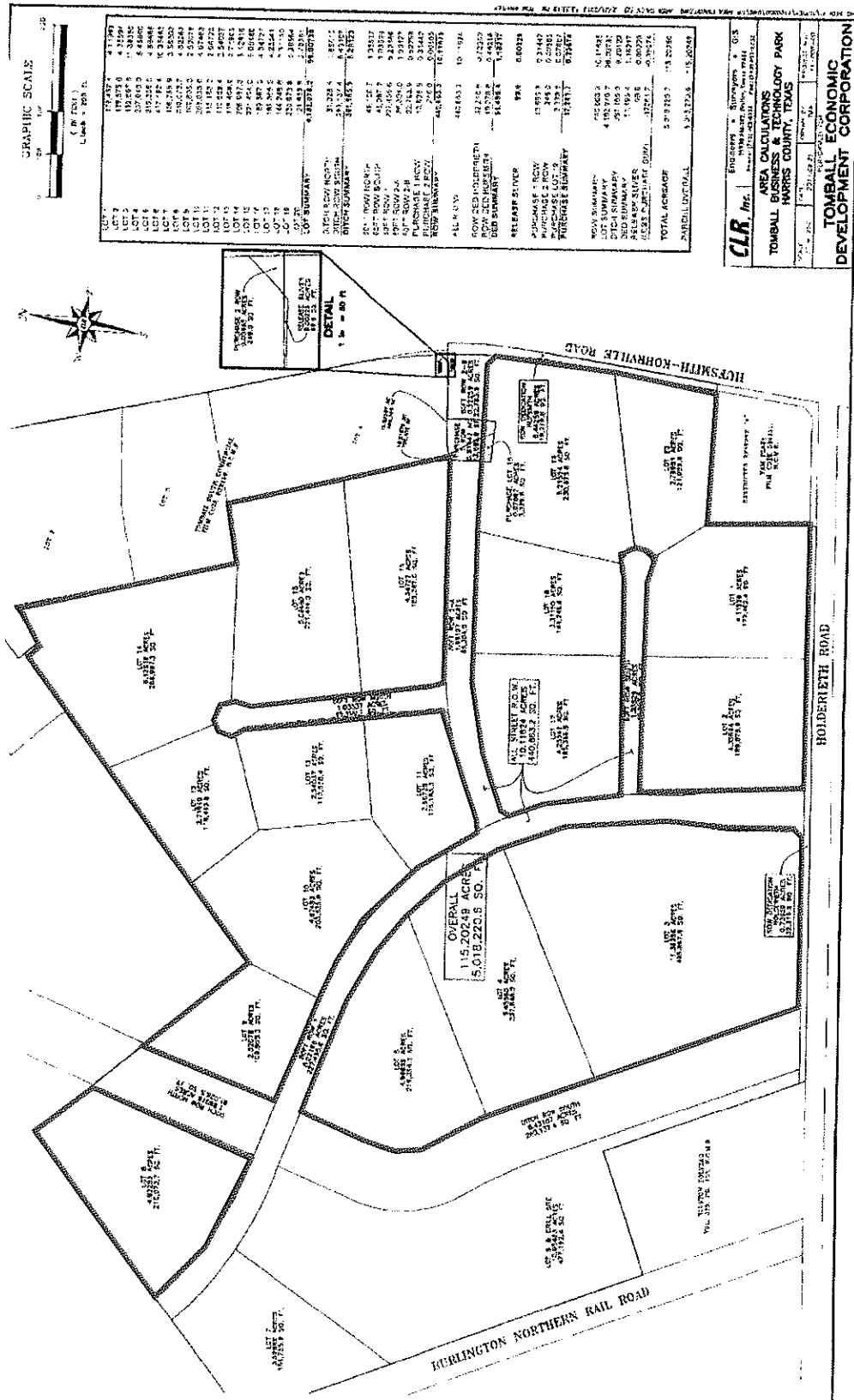
By (signature): Kelly Violette
Printed Name: Kelly Violette
Title: Executive Director Date: 12/2/2013

By (signature): [Signature]
Printed Name: Tom Condon, Jr
Title: Sr Vice Pres License No. 419324
Date: 12-2-13

By: _____

By (signature): _____
Printed Name: _____
Title: _____ Date: _____

EXHIBIT "A" SITE MAP TOMBALL BUSINESS & TECHNOLOGY PARK





Approved by the Texas Real Estate Commission for Voluntary Use
 Texas law requires all real estate licensees to give the following information about
 brokerage services to prospective buyers, tenants, sellers and landlords.

10-10-11

Information About Brokerage Services

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

IF THE BROKER REPRESENTS THE OWNER:

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written - listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

IF THE BROKER REPRESENTS THE BUYER:

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act. The broker must obtain the written consent of each party to the transaction to act as an

intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

(1) shall treat all parties honestly;

(2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;

(3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and

(4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you, you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

Kelley Violette
 Buyer, Seller, Landlord or Tenant

12/2/2013
 Date

Tomball Economic Development Corporation

Texas Real Estate Brokers and Salespersons are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, you should contact TREC at P.O. Box 12188, Austin, Texas 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)

(TAR-2501) 10-10-11

TREC No. OP-K

Colliers International - Corporate, 1233 West Loop South, Suite 900 Houston, TX 77027
 Phone: 713-222-2111/2407 Fax: 713-830-2118 Tom Condon

Tomball Bus &

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Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: November 15, 2022

Topic:

Consideration and possible action by Tomball EDC to approve an amendment to Exclusive Representation Agreement with Colliers International for real estate services related to the acquisition of property within the city limits of or ETJ of Tomball.

Background:

The Tomball Economic Development Corporation first approved a one-year Exclusive Representation Agreement with Colliers International on November 10, 2020 to represent the TEDC in real estate services related to the acquisition of property within the city limits or ETJ of Tomball.

The Agreement is set to expire on November 30, 2021.

The attached Amendment to Exclusive Representation Agreement extends the agreement for an additional year; with all other terms of the executed Agreement remaining the same.

Origination: Kelly Violette, Executive Director, Tomball Economic Development Corporation

Recommendation: Approval of the amendment to the Exclusive Representation Agreement.

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____
Staff Member-TEDC Date

Approved by _____
Executive Director-TEDC Date



AMENDMENT TO RIGHT TO REPRESENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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AMENDMENT TO EXCLUSIVE RIGHT TO REPRESENT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY

located within Tomball city limits, its E.T.J. or adjacent areas there to

"Client" means the buyer or tenant of the above-referenced Property.

Effective November 30, 2022, Owner and Broker amend the above-referenced Listing as follows:

- A. The Listing Price in Paragraph 3 of the Listing is changed to: \$ _____.
- B. The date the Listing ends in Paragraph 4 of the Listing is changed to: November 30, 2023.
- C. Owner instructs Broker to cease marketing the Property on _____ and to resume marketing the Property on: (1) receipt of further instructions from Owner; or (2) _____.

The Listing is not terminated and remains in effect for all other purposes.

- D. Paragraph(s) _____ are changed as follows:

Colliers International Houston, Inc.

Broker's (Company's) Printed Name 0029114 License No.

DocuSigned by:

 By: _____ Date 11/1/2022
 3F1F4A6551E5403
 Broker's Associate's Signature Date
Tom Condon, Jr., Principal

Tomball Economic Development Corporation By:

 Seller or Landlord Date
Kelly Violette, Executive Director

 Seller or Landlord Date



Colliers International
Commercial Real Estate Services
EXCLUSIVE RIGHT TO REPRESENT CLIENT

1. **EXCLUSIVE RIGHT.** The undersigned, **Tomball Economic Development Corporation** (hereinafter designated as "Client"), hereby grants to Colliers International Houston, Inc. d/b/a **Colliers International** (hereinafter designated as "Broker"), the exclusive right and authority to represent Client, for the purpose of assisting Client in locating real property of a nature outlined in paragraph 3, or such other real property as may be acceptable to Client, and to negotiate terms and conditions acceptable to Client for the acquisition or leasing of such real property and any personal property (the "Agreement"). **This Agreement supersedes and replaces any similar such agreements between the parties.**

2. **TERM.** The term of this Agreement shall commence as of November 10, 2020 and terminate at midnight on November 30, 2021.

3. **PROPERTY DESCRIPTION:** Any and all Real Property located within the city limits of the City of Tomball, its Extra Territorial Jurisdiction or adjacent areas thereto.

4. **BROKER'S OBLIGATIONS.** During the term of this Agreement, Broker agrees to:

- A. Become well-informed in Client's objectives pursuant to paragraph 3;
- B. Assist Client with researching financing alternatives;
- C. Assist Client in locating and arranging showings of available properties in accordance with paragraph 3;
- D. Assist Client in obtaining available information relative to desired properties;
- E. Assist Client in preparing offers to acquire property and in negotiating favorable terms;
- F. Assist Client in obtaining financing and monitoring closing procedures and deadlines.

5. **DISCLAIMER.** Client understands that a real estate broker is qualified to provide advice on matters concerning real estate, but is not an expert in matters of law, tax, financing, surveying, structural conditions, hazardous materials, or engineering. Client acknowledges it has been advised by Broker to seek expert assistance for advice on such matters. In the event Broker provides names or sources for such advice or assistance, Client understands and acknowledges that Broker does not warrant the services of such experts or their products and cannot warrant the condition of property to be acquired, or guarantee that all property defects are disclosed by the seller. Broker does not investigate the status of permits, zoning, location of property lines, and/or code compliance and Broker does not guarantee the accuracy of square footage of a structure; Client is to satisfy itself concerning these issues.

6. **CLIENT'S OBLIGATIONS.** During the term of this Agreement, Client agrees to:

- A. Provide upon request:
 - (1) General nature, location, requirements, and preferred terms and conditions relating to the acquisition of desired property;
 - (2) Relevant financial information, to assure Client's ability to obtain financing;
- B. Work exclusively with Broker and not with other real estate brokers, salespersons, or owners, with respect to viewing properties and to refer to Broker all inquiries in any form from any other real estate brokers, salespersons, prospective sellers, or any other source;
- C. Conduct in good faith all negotiations for property, described in paragraph 3, exclusively through Broker;
- D. Hold Broker harmless from any claims resulting from incomplete or inaccurate information provided by Client.

7. **Agency/Dual Agency.** Client hereby acknowledges receipt from Broker of the agency disclosure form entitled "Information on Brokerage Relationships." Client acknowledges that Broker is a national brokerage firm and that in some cases it may represent prospective sellers. Client desires that the Property be presented to such persons or entities, and hereby consents to, and authorizes, Broker to act as an intermediary in the event of a transaction involving Client and a

prospective seller also represented by Broker. If Broker acts as an intermediary in a transaction involving Client, Broker shall:

- A. Not disclose to the buyer or tenant that the seller or landlord will accept a price less than the asking price unless otherwise instructed in a separate writing by the seller or landlord;
- B. Not disclose to the seller or landlord that the buyer or tenant will pay a price greater than the price submitted in a written offer to the seller or landlord unless otherwise instructed in a separate writing by the buyer or tenant;
- C. Not disclose any confidential information or any information a party specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose such information by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the Property;
- D. Treat all parties to the transaction honestly; and
- E. Comply with The Texas Real Estate License Act.
- F. If Broker acts as an intermediary, Broker may appoint (i) one or more licensees associated with Broker to communicate with, carry out the instructions of, and provide options and advice to Client, and (ii) one or more other licensees associated with Broker to provide similar services for the other party to the transaction. Client's appointed agent(s) shall be Tom Condon, Jr..
- G. ("Client's Agent"). Broker reserves the right to change or appoint additional agents for Client if, in Broker's sole discretion, same becomes necessary. In the event that Client's Agent also represents the seller in a prospective transaction with Client, both Broker and Client's Agent may act in the capacity of an intermediary, rather than as the sole representative of either party to the transaction.

8. OTHER POTENTIAL CLIENTS. Client understands that other potential clients may consider, make offers on, or acquire through Broker the same or similar properties as Client is seeking to acquire. Client consents to Broker's representation of such other potential clients before, during and after the term of this Agreement.

9. COMPENSATION TO BROKER. Broker will attempt to collect its commission for a purchase or lease transaction through the cooperating broker of the seller/landlord. Client shall cooperate with Broker in Broker's securing payment of commissions. Upon Broker's request, Client will execute and deliver to Broker an authorization letter for a particular transaction or property in the form of the authorization letter attached as Exhibit "A". In the event that Broker is unable to obtain a commission agreement with the seller/landlord or the seller/landlord's broker, Client and Broker shall negotiate the compensation to be paid to Broker by Client.

10. PROTECTION PERIOD. Client further agrees that Client shall be obligated to pay Broker a commission equal to three percent (3.0%) of the gross purchase price or four percent (4.0%) of the Total Rental paid by Client if, within one hundred eighty (180) days after the expiration of the Term, any of the following occur:

(a) The Client closes on the purchase or lease of any property to which Broker introduced the Client during the term of this Agreement or Client closes on the purchase or lease of any property owned by any person or entity with whom Broker has negotiated (either directly or indirectly through another broker or agent) during the term of this Agreement in an effort to effect a purchase or lease transaction for the benefit of Client (hereinafter referred to as "Prospect");

(b) Client enters into a contract for the purchase or lease of real property with a Prospect, which contract or lease agreement later closes or is executed; or

(c) Client commences, continues, or resumes negotiations with a Prospect, which thereafter continues leading to a purchase or lease of property from a Prospect.

Broker agrees to submit a list of Prospects to Client no later than 15 days following the expiration of the Term; provided, however, if a written offer or proposal has been submitted to a Prospect, it shall not be necessary to include the Prospect's name on the list.

11. **ATTORNEY'S FEES.** In the event that Client or Broker files a legal action for interpretation or enforcement of this exclusive right to represent client, the prevailing party shall be entitled to recover his, her, or its attorney's fees and costs from the losing party or parties, including legal assistant fees and any attorney's fees and costs incurred with respect to any appellate or bankruptcy proceedings.

12. **TIME IS OF THE ESSENCE.** Time is of the essence of this agreement.

13. **GOVERNING LAW AND VENUE.** The rights and obligations of the parties hereunder shall be governed by the laws of the State of Texas. Venue for any legal proceeding arising from or related to this Agreement shall be Harris County, Texas.

14. **ENTIRE AGREEMENT.** This document and any addendum hereto, initialed by the parties, contain the entire agreement of the parties and supersede all prior agreements or representations which are not expressly set forth herein. This Agreement may be modified only by a writing signed by both parties. Client acknowledges that it has not relied on any statements of the Broker which are not expressed herein.

16. **SEVERABILITY.** The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

17. **DATA DISCLOSURE.** Broker is authorized to provide closed transaction information to third party data sources.

The undersigned hereby acknowledge that it has thoroughly read and approved each of the provisions contained herein and acknowledges receipt of a copy hereof.

BROKER:

CLIENT:

**Colliers International Houston, Inc.
d/b/a Colliers International**

Tomball Economic Development Corporation

By: _____
J. Patrick Duffy, MCR, President

By: _____
Kelly Violette, Executive Director

DATED:

DATED:

Address: 1790 Hughes Landing Blvd, Suite 250
The Woodlands, TX 77380

Address: 29201 Quinn Rd, Suite B
Tomball, TX 77375

AUTHORIZATION LETTER FORM

[to be typed on Client's letterhead]

[addressed to prospective seller]

Re: [particular transaction]

Dear [seller]:

_____[Client name]_____ has engaged Colliers International to act as its exclusive real estate representative with respect to _____[identify particular purchase transaction or property]_____. This letter will confirm that you are authorized to pay to Colliers International a real estate commission on any lease or purchase transaction that _____[Client name]_____ consummates with you. Before Colliers International issues any proposals on our behalf or commences negotiations on our behalf, it will be necessary for you to enter into a written commission agreement with Colliers International. We appreciate your cooperation.

[Client name]

By: _____
Its: _____

Date: _____



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Colliers International

Houston, Inc.

Licensed Broker/Broker Firm Name or
Primary Assumed Business Name

29114

License No.

houston.info@colliers.com

Email

(713) 222-2111

Phone

Gary Mabray

Designated Broker of Firm

138207

License No.

gary.mabray@colliers.com

Email

(713) 830-2104

Phone

Patrick Duffy, MCR

Licensed Supervisor of Sales Agent/
Associate

604308

License No.

patrick.duffy@colliers.com

Email

(713) 830-2112

Phone

Tom Condon, Jr.

Sales Agent/Associate's Name

419324

License No.

tom.condon.jr@colliers.com

Email

(713) 830-4007

Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: November 15, 2022

Topic:

EXECUTIVE SESSION: The Tomball Economic Development Corporation Board will meet in Executive Session as authorized by Title 5, Chapter 551, Texas Government Code, The Texas Open Meetings Act, for the following purpose:

- Section 551.072, - Deliberations regarding real property: Deliberate the purchase, exchange, sale, lease, or value of real property.
- Section 551.087, - Deliberation regarding Economic Development negotiations.
- Section 551.071, - Consultation with the Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session.

Background:

Origination: Kelly Violette, Executive Director, Tomball Economic Development Corporation

Recommendation:

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____
Staff Member-TEDC Date

Approved by _____
Executive Director-TEDC Date

Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: November 15, 2022

Topic:

Reconvene into regular session and take action, if necessary, on items discussed in Executive Session.

Background:

Origination: Kelly Violette, Executive Director

Recommendation:

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____
Staff Member-TEDC Date

Approved by _____
Executive Director-TEDC Date

Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: November 15, 2022

Topic:

Consideration and possible action by Tomball EDC to ratify approval of a commercial real estate contract – unimproved property between the Corporation as Seller and Charles G. Nickson and/or assigns and/or assigns as purchaser and authorize the execution of contracts and documentation by the EDC Executive Director relating to approximately 2.6727 acres of land identified as Lot 1 of the Tomball Business and Technology Park Section 2 Plat.

Background:

The Tomball Economic Development Corporation has received an offer from Charles G. Nickson and/or assigns to purchase Lot 1 of Tomball Business and Technology Park Section 2 in order to construct an approximately 25,000 square foot office/warehouse buildings. The approximately 2.67-acre lot is located on the east side of S. Persimmon St.

The commercial real estate contract has been reviewed by all parties, including legal counsel, and is presented for approval. The terms of the contract are outlined below:

- Total acreage: 2.6727 gross acres
- Sales Price: ±\$460,000; based on \$3.95PSF of total area
- Earnest Money: \$10,000
- Feasibility Period: 120 days from Effective Date
- Closing: 15 days after Expiration of the Feasibility Period (Subject to Zoning Reclassification of the Property to Light Industrial)

Origination: Kelly Violette, Executive Director

Recommendation: Staff recommends approval of the proposed commercial real estate contract between the Corporation and Charles G. Nickson and/or assigns as presented.

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____
Staff Member-TEDC Date

Approved by _____
Executive Director-TEDC Date



COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED. ©Texas Association of REALTORS®, Inc. 2022

1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: TOMBALL ECONOMIC DEVELOPMENT CORPORATION

Address: P.O. Box 820, Tomball, TX 77377

Phone: (281)401-4086

E-mail: KViolette@tomballtxedc.org

Mobile:

Fax or Other: 281

Buyer: CHARLES G NICKSON and/or assigns

Address: 2807 Eastgrove Ln, Houston, TX 77027

Phone: (713)961-4400

E-mail: cnickson@msn.com

Mobile: (713)962-9920

Fax or Other: 713-961-1031

2. PROPERTY:

A. "Property" means that real property situated in Harris County, Texas at Eastside of S. Persimmon St, Tomball, TX 77375 (address) and that is legally described on the attached Exhibit or as follows: being approximately 2.6727 acres of land, more or less, described as LOT 1, Block 1, Tomball Business and Technology Park Section 2 and as depicted on Exhibit "A" attached hereto and incorporated herein.

- B. Seller will sell and convey the Property together with: (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way; (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and (3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.) (If mineral rights are to be reserved an appropriate addendum should be attached.)

3. SALES PRICE:

A. At or before closing, Buyer will pay the following sales price for the Property:

Table with 2 columns: Description and Amount. Row 1: (1) Cash portion payable by Buyer at closing \$ 460,000.00. Row 2: (2) Sum of all financing described in Paragraph 4 \$. Row 3: (3) Sales price (sum of 3A(1) and 3A(2)) \$ 460,000.00.

(TXR-1802) 07-08-22

Initialed for Identification by Seller

Handwritten initials KV in a box with DS above.

and Buyer

Handwritten initials CGN in a box with DS above.

Commercial Contract - Unimproved Property concerning Eastside of S. Persimmon St, Tomball, TX 77375

B. Adjustment to Sales Price: (Check (1) or (2) only.)

- (1) The sales price will not be adjusted based on a survey.
- (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ 3.95 per:

- (i) square foot of total area net area.
- (ii) acre of total area net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

- (i) public roadways;
- (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
- (iii) _____

(c) If the sales price is adjusted by more than 5.00 % of the stated sales price, either party may terminate this contract by providing written notice to the other party within 10 days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. **FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

A. **Third Party Financing:** One or more third party loans in the total amount of \$ _____ This contract:

- (1) is not contingent upon Buyer obtaining third party financing.
- (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).

B. **Assumption:** In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____.

C. **Seller Financing:** Buyer will deliver a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ _____.

5. **EARNEST MONEY:**

A. Not later than 3 days after the effective date, Buyer must deposit \$ \$10,000.00 as earnest money with Stewart Title - Tomball (title company) at 14080 FM 2920, Ste E, Tomball, TX 77377 (address) Jane Mathews (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:

- (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
- (ii) _____

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

(TXR-1802) 07-08-22

Initialed for Identification by Seller [Signature] and Buyer [Signature]

Page 2 of 15

Commercial Contract - Unimproved Property concerning Eastside of S. Persimmon St, Tomball, TX 77375

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
(a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
(b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:

- (a) will not be amended or deleted from the title policy.
(b) will be amended to read "shortages in areas" at the expense of [X] Buyer [] Seller.

(3) Within 20 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 30 days after the effective date:

(1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer (insert amount) of the cost of the survey at closing, if closing occurs.

(2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.

(3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

(1) Within 10 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will

(TXR-1802) 07-08-22

Initialed for Identification by Seller

EV

and Buyer

CGN

Page 3 of 15

Commercial Contract - Unimproved Property concerning Eastside of S. Persimmon St, Tomball, TX 77375

satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object in writing to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) of the deadline specified in Paragraph 6B.

- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition ~~except that Seller, at Seller's expense, will complete the following before closing:~~ _____

B. Feasibility Period: Buyer may terminate this contract for any reason within 60 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

(a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

(b) Not later than 3 days after the effective date, Buyer must pay \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to the title company. Buyer authorizes escrow agent to release and deliver the independent consideration to Seller at any time upon Seller's request without further notice to or consent from Buyer. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single additional period of _____ days by delivering \$ _____ to the title company as additional earnest money.

(a) \$ _____ of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the

(TXR-1802) 07-08-22

Initialed for Identification by Seller

[Signature]

and Buyer

[Signature]

Page 4 of 15

Commercial Contract - Unimproved Property concerning Eastside of S. Persimmon St, Tomball, TX 77375

sales price only upon closing of the sale. If Buyer terminates under this Paragraph 7B, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.

- (b) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:
 - (i) The additional independent consideration.
 - (ii) *(Check no boxes or only one box.)*
 all or \$ _____ of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under this contract.

If no dollar amount is stated in this Paragraph 7B(2) as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

- (1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.
- (2) Buyer must:
 - (a) employ only trained and qualified inspectors and assessors;
 - (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
 - (c) abide by any reasonable entry rules or requirements of Seller;
 - (d) not interfere with existing operations or occupants of the Property; and
 - (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.
- (3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

**to the extent the items are existing and readily available and within Seller's possession and/or control since it took title to the Property*

D. Property Information:

- (1) Delivery of Property Information: Within 7 days after the effective date, Seller* will deliver to Buyer the following to the extent in Seller's possession or control: *(Check all that apply.)*
 - (a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
 - (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
 - (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
 - (d) copies property tax statements for the Property for the previous 2 calendar years;
 - (e) plats of the Property;
 - (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
 - (g) _____

(TXR-1802) 07-08-22

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Page 5 of 15

Commercial Contract - Unimproved Property concerning Eastside of S. Persimmon St. Tomball, TX 77375

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES: NONE IN EFFECT.

~~A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:~~

- ~~(1) any failure by Seller to comply with Seller's obligations under the leases;~~
- ~~(2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any effects or damages;~~
- ~~(3) any advance sums paid by a tenant under any lease;~~
- ~~(4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and~~
- ~~(5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.~~

~~B. Estoppel Certificates: Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.~~

(TXR-1802) 07-08-22

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Page 6 of 15

Commercial Contract - Unimproved Property concerning Eastside of S. Persimmon St. Tomball, TX 77375

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Colliers International Houston, Inc.

Cooperating Broker: ACC Realty, LLC

Agent: Tom Condon, Jr

Agent: Charlene Nickson

Address: 9950 Woodloch Forest Dr, Suite 1225

Address: 2807 Eastgrove Ln

The Woodlands, TX 77380

Houston, TX 77027

Phone & Fax: (713)830-4007 (713)830-4057

Phone & Fax: (713)961-4400 (713)961-1031

E-mail: tom.condon.jr@colliers.com

E-mail: charlene@accrealty.com

License No.: 0029114

License No.: 0468161

Principal Broker: (Check only one box)

Cooperating Broker represents Buyer.

- represents Seller only.
- represents Buyer only.
- is an intermediary between Seller and Buyer.

B. Fees: (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

- (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.
- (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:
 3.000 % of the sales price.

Cooperating Broker a total cash fee of:
 3.000 % of the sales price.

The cash fees will be paid in Harris County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:

(1) 15 days after the expiration of the feasibility period.

_____ (specific date).

or the zoning reclassification of the Property to "Light Industrial"

(2) ~~7 days after objections made under Paragraph 6C have been cured or waived.~~

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

(TXR-1802) 07-08-22

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Page 7 of 15

Commercial Contract - Unimproved Property concerning Eastside of S. Persimmon St. Tomball, TX 77375

- C. At closing, Seller will execute and deliver, at Seller's expense, a general special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
 - (2) without any assumed loans in default; and
 - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
 - (2) ~~an assignment of all leases to or on the Property;~~
 - (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
 - (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
 - (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
 - (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.
- E. At closing, Buyer will:
- (1) pay the sales price in good funds acceptable to the title company;
 - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
 - (3) ~~sign and send to each tenant in a lease for any part of the Property a written statement that:~~
 - ~~(a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and~~
 - ~~(b) specifies the exact dollar amount of the security deposit;~~
 - (4) ~~sign an assumption of all leases then in effect; and~~
 - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

This Contract is subject to the terms and conditions of the Special Provisions Addendum attached hereto and incorporated herein.

(TXR-1802) 07-08-22

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and Buyer CGN

Collins International, 1233 West Loop South, Suite 900 Houston TX 77027
Kolbe Curlic

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Phone: 281-494-4769

Fax: 281-494-3227

www.lwof.com

Page 8 of 15

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Commercial Contract - Unimproved Property concerning Eastside of S. Persimmon St, Tomball, TX 77375

13. SALES EXPENSES:

- A. **Seller's Expenses:** Seller will pay for the following at or before closing:
- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
 - (2) release of Seller's loan liability, if applicable;
 - (3) tax statements or certificates;
 - (4) preparation of the deed;
 - (5) one-half of any escrow fee;
 - (6) costs to record any documents to cure title objections that Seller must cure; and
 - (7) other expenses that Seller will pay under other provisions of this contract.
- B. **Buyer's Expenses:** Buyer will pay for the following at or before closing:
- (1) all loan expenses and fees;
 - (2) preparation of any deed of trust;
 - (3) recording fees for the deed and any deed of trust;
 - (4) premiums for flood insurance as may be required by Buyer's lender;
 - (5) one-half of any escrow fee;
 - (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

- A. **Prorations:**
- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
 - (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
 - (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.
- B. **Rollback Taxes:** If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.
- C. **Rent and Security Deposits:** At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure

(TXR-1802) 07-08-22

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Page 9 of 15

Commercial Contract - Unimproved Property concerning Eastside of S. Parsimmon St, Tomball, TX 77375

except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or

~~(Check if applicable)~~

~~enforce specific performance, or seek such other relief as may be provided by law.~~

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:

(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or

(2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may; as **Buyer's sole remedy(ies)**:

(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or

(2) enforce specific performance, ~~or seek such other relief as may be provided by law, or both.~~

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or

B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:

(1) Seller and the sales price will be reduced by the same amount; or

(2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.

B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.

E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

(TXR-1802) 07-08-22

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and Buyer

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Page 10 of 15

Commercial Contract - Unimproved Property concerning Eastside of S. Persimmon St. Tomball, TX 77375

- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. Seller Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief. (Check only one box.)

- A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
- B. Except as otherwise provided in this contract, Seller is not aware of:
 - (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this

(TXR-1802) 07-08-22

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Page 11 of 15

Commercial Contract - Unimproved Property concerning Eastside of S. Persimmon St, Tomball, TX 77375

contract shall not be affected thereby. All individuals signing represent that they have the authority to sign on behalf of and bind the party for whom they are signing.

- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: (Check all that apply.)

- (1) Property Description Exhibit identified in Paragraph 2;
- (2) Commercial Contract Financing Addendum (TXR-1931);
- (3) Commercial Property Condition Statement (TXR-1408);
- (4) Commercial Contract Addendum for Special Provisions (TXR-1940);
- (5) Notice to Purchaser of Real Property in a Water District (MUD);
- (6) Addendum for Coastal Area Property (TXR-1915);
- (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
- (8) Information About Brokerage Services (TXR-2501);
- (9) Information About Mineral Clauses in Contract Forms (TXR-2509);
- (10) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID); and
- (11) **Special Provisions Addendum**

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

E. Buyer may may not ~~assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.~~

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or federal reserve bank holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or federal reserve bank holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before

(TXR-1802) 07-08-22

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Page 12 of 15

Commercial Contract - Unimproved Property concerning Eastside of S. Persimmon St. Tomball, TX 77375

the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- I. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller is required by §5.014, Property Code to give Buyer a written notice concerning the obligation to pay assessments. The form of the required notice is available as a part of the Notice of Obligation to Pay Improvement District Assessment (TXR-1955).
- J. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on September 21, 2022, the offer will lapse and become null and void.

(TXR-1802) 07-08-22

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Page 13 of 15


Commercial Contract - Unimproved Property concerning Eastside of S. Persimmon St. Tomball, TX 77375

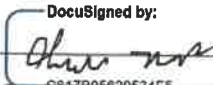
READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

TOMBALL ECONOMIC DEVELOPMENT

Seller: CORPORATION

Buyer: CHARLES G NICKSON and/or assigns

By: _____
By (signature): 
Printed Name: **Kelly Violette**
Title: **Executive Director**

By: _____
By (signature): 
Printed Name: **Charles G. Nickson**
Title: **Manager**

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

Commercial Contract - Unimproved Property concerning Eastside of S. Pausimon St. Tomball, TX 77375

AGREEMENT BETWEEN BROKERS

(fee only if Paragraph 0B(1) is effective)

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

\$ _____ of _____
 _____ % of the sales price, or
 _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____ Cooperating Broker: _____
By: _____ By: _____

ATTORNEYS

Seller's attorney: Justin Pruitt
Olsen & Olson, L.L.P.
Address: 2727 Allen Parkway, Ste 600
Houston, TX 77019
Phone & Fax: (713) 533-3878 (713) 533-3868
E-mail: jpruitt@olsonllp.com

Buyer's attorney: _____
Address: _____
Phone & Fax: _____
E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:
 the title company sends to Seller.
 Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:
 the title company sends to Buyer.
 Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

- A. the contract on this day September 19, 2022 (effective date);
- B. earnest money in the amount of \$ 10,000 in the form of Business Check on September 22, 2022

Title company: Stewart Title
By: M. Wix
Assigned file number (GFF): #1800997

Address: STEWART TITLE CO.
14080 FM 2920 #E
TOMBALL, TEXAS 77377
Phone & Fax: 281-357-8277
E-mail: Jane.Mathewse@stewart.com

DS DS
GEN LV

**SPECIAL PROVISIONS ADDENDUM
TO
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY**

This Special Provisions Addendum to Commercial Contract - Unimproved Property (“Addendum”) is entered into between **TOMBALL ECONOMIC DEVELOPMENT CORPORATION** (“Seller”) and **CHARLES G. NICKSON** (“Buyer”) in order to amend the terms of a Commercial Contract - Unimproved Property contract (“Contract”) entered into contemporaneously with the execution of this Addendum with respect to the approximately 2.6727 acres of land described as LOT 1, Block 1 in Tomball Business And Technology Park Section 2 (the “Property”).

Seller and Buyer agree as follows:

1. Zoning Reclassification. Seller, at Seller’s expense, is responsible for obtaining the city of Tomball approval for the zoning reclassification of the Property from the “SF-20” District to the “Light Industrial” District although no guarantees are made that such approval shall actually be issued. Seller shall continue to use commercially reasonable efforts in pursuing the rezoning classification initiated with the submittal of the Rezoning Application by the 8-30-2022 deadline, so that the Ordinance Effective Date will occur by November 21, 2022.
2. Assignment. Buyer has the right to assign the Contract at any time without the consent of Seller to a related entity in which Buyer has a controlling interest that exceeds 51%, so long as written notice is provided to Seller at least ten (10) days prior to Closing, the new buyer assumes all of the obligations of the Buyer under the terms of this Contract and the original Buyer is not relieved of any obligation under the Contract. Any other assignment requires Seller’s prior written approval, which such approval shall not be unreasonably withheld.
3. Right of Access Agreement. Simultaneous with the Effective Date of the Contract, Seller shall provide Buyer with a “Right of Access” Agreement, which upon Buyer’s execution of same will allow Buyer and his consultants to perform Due Diligence studies, tests and reports, including the limited clearing of underbrush, on the Property.
4. Prohibited Uses and Development Standards. The Special Warranty Deed conveyance of the Property will include and be subject to the Prohibited Uses and Development Standards as detailed in Exhibit “B” attached hereto and incorporated herein.
5. Signatures. Facsimile, emailed and/or electronic signatures shall be deemed same as originals for purposes of formation hereunder.
6. Terms. Defined and capitalized terms in this Addendum will have the same meaning as in the Contract, unless otherwise indicated.
7. Ratification. Except as amended, the Contract is ratified and affirmed.
8. Merger. All prior oral agreements of the parties are merged into the terms of the Contract and this Addendum.

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9. Conflict. In the event of a direct conflict between the terms of this Addendum and the Contract, the terms of this Addendum will control.

BUYER:

SELLER:

**TOMBALL ECONOMIC DEVELOPMENT
CORPORATION**

DocuSigned by:

CB17B95629534F5...
CHARLES G. NICKSON
Manager

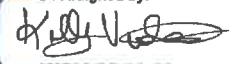
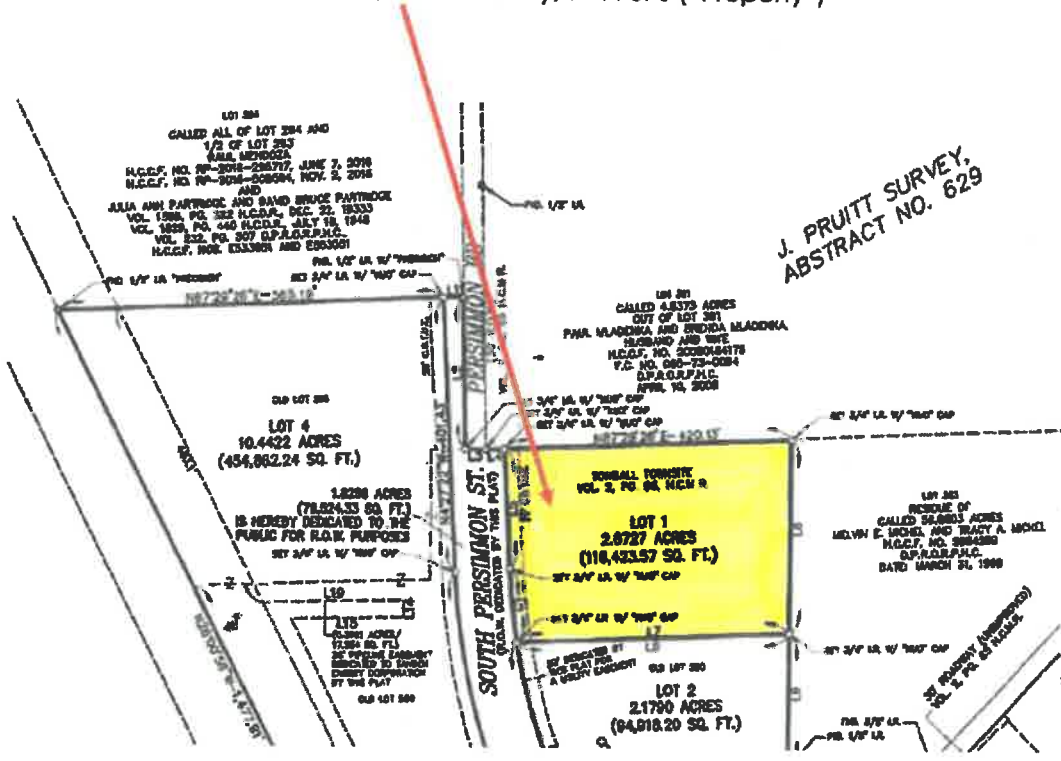
DocuSigned by:

By: 358EC51BE10C4DB
Kelly Violette,
Executive Director

EXHIBIT "A"

Lot 1 of approximately 2.6727 acres located at 0 South Persimmon Street, APN 1452440010001, Tomball, Harris County, TX 77375 ("Property")



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EXHIBIT "B"**PROHIBITED USES and DEVELOPMENT STANDARDS****A. PROHIBITED USES**

None of the lands within the bounds of the Property shall be used for any of the following purposes:

1. Uses constituting nuisance, public or private, by reason of emission of smoke, dust, gas, odor, fumes, noise, vibration or refuse material of any kind;
2. Any establishment that offers or sells a product or service that is intended to provide sexual gratification to its users (including, but not limited to, the dissemination or exhibition of obscene materials; any establishment featuring topless, bottomless, or totally nude performances or personnel; or any establishment that regularly shows X-rated or pornographic movies, or sells or rents pornographic material or movies);
3. Any massage parlor, modeling studio, or establishment where men and/or women are engaged in salacious activities;
4. Single Family Residential;
5. Duplex Residential;
6. Apartments;
7. Mobile Homes;
8. Radio/Television Tower/Cell Tower;
9. Public Parking;
10. Recycling Facility;
11. Commercial and/or non-commercial arena/coliseum;
12. Commercial amusements and/or theme parks;
13. Drive-in eating establishments;
14. Funeral homes;
15. Commercial automotive garages;
16. Hospital or sanitarium;
17. Boarding, care, or treatment of any animal not involved in medical research;
18. Growing or production of any agricultural product;
19. Nursery/plant retail/wholesale sales;
20. Salvage or junkyards;
21. Commercial or non-commercial theater or motion picture house.

B. DEVELOPMENT STANDARDS

1. Screening, Service Access, and Service Areas:
 - A. Service drives and service areas should not interfere with parking, driveways or walkways and must be screened from adjoining properties and public rights-of-way.
 - B. Service areas must be paved and screened from public view.
 - C. Screening must be compatible with building materials.

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- D. All service area lighting shall include directional shields and must be submitted for Property Owners Association review.
- E. Outdoor storage must be screened from view from all public road right-of-ways. A combination of screening elements may be used, including walls, berms, and landscape.
- F. Trash Receptacles and Enclosures.
 - i. Trash receptacles must be oriented to the building service areas and screened with a four-sided enclosure.
 - ii. The enclosure must be two (2) feet higher than the height of the receptacle and a minimum of eight (8) feet in height.
 - iii. The enclosure shall be constructed of brick, stone, concrete block, decorative metal, or any combination of these elements.
 - iv. Gates shall be constructed of metal and be opaque.
 - v. Wood, chain-link, and vinyl materials are not acceptable.

2. Building Structures:

Exterior Materials and Colors:

- A. Acceptable materials are brick, stone, glass, masonry, concrete (including pre-cast concrete or tilt slab construction), Architectural Composite Metal Panels, stucco, and cement plaster. EIFS (exterior insulation finish systems) will be allowed as a trim material. Buildings with architectural composite metal panels shall have factory applied finish.
- B. No building elevation that is visible from a public road right-of-way may have only one (1) material; it must have a combination of at least three (3) of the above described materials.
- C. Color, texture and architectural elements shall be used to break the monotony of large vertical surfaces where visible from public road rights-of-way.
- D. Prohibited exterior materials include:
 - i. Cementitious based siding and trim products;
 - ii. Wood siding, shingle siding, or wood shingle roofing;
 - iii. Painted brick or stone;
 - iv. Corrugated metal;
 - v. Untreated metal;
 - vi. Asbestos;
 - vii. Mirror or reflective glass;
 - viii. Burglar security bars;
- E. Primary building entrances must be clearly defined and recessed or framed by a sheltering element such as an awning, arcade or portico to provide shelter from the sun and inclement weather. A minimum of thirty (30) percent of all primary building entrance areas must be masonry or stone.
- F. Building colors must be low-reflecting, subtle and neutral or earth-toned. Roof colors must be muted and compatible with the dominant building color. High-intensity colors, metallic colors, or fluorescent colors are prohibited.

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Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

11-2-2015



TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Colliers International Houston, Inc.	29114	houston.info@colliers.com	+1 713 222 2111
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
David Lee Carter	364568	david.carter@colliers.com	+1 713 830 2135
Designated Broker of Firm	License No.	Email	Phone
Patrick Duffy, MCR	604308	patrick.duffy@colliers.com	+1 713 830 2112
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Tom Condon, Jr.	419324	tom.condon.jr@colliers.com	+1 713 830 4007
Sales Agent/Associate's Name	License No.	Email	Phone
CGN	9/19/2022	KV	9/19/2022
Buyer/Tenant/Seller/Landlord Initials	Date		

ASSIGNMENT OF CONTRACT

Dated: September 22, 2022
Property: Eastside of S. Persimmon St., Tomball, TX 77375
Parties Seller: Tomball Economic Development Corporation
Buyer: Charles G. Nickson and/or Assigns

FOR VALUE RECEIVED, Charles G. Nickson, the undersigned ("Assignor") hereby assigns, transfers and sets over to Tara Builders LLC, a Texas limited liability company (Assignee") all rights, title and interest held by the Assignor in and to the contract described above between Seller and Buyer.

Assignor warrants and represents that said contract is in full force and effect and is fully assignable. Assignor also transfers the \$ 10,000. held in escrow over to the Assignee.

Assignee does hereby assume and agrees to perform all of the obligations, undertakings and liabilities of Assignor under the contract covering the property, a copy of which is attached hereto as Exhibit "A".

Executed this 19th day of September 2022

ASSIGNOR: Charles G. Nickson and/or Assigns

By: [Signature]
Name:

ASSIGNEE: Tara Builders LLC

By: [Signature]
Name: CHARLES NICKSON
Title: Owner



COMMERCIAL CONTRACT AMENDMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc., 2022

AMENDMENT TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED BUYER AND SELLER CONCERNING THE PROPERTY AT

2.6727AC Eastside S Persimmon Rd, Tomball, TX 77375

Effective October 24, 2022, Seller and Buyer amend the contract as follows: (Check all applicable boxes.)

- A. **Sales Price:** The sales price in Paragraph 3 of the contract is changed to:
 - Cash portion payable by Buyer at closing. \$ _____
 - Sum of all financing described in the contract. \$ _____
 - Sales price (sum of cash portion and sum of all financing) \$ _____

- B. **Property Description:** The Property's legal description in Paragraph 2A of the contract is changed to the legal description described on the attached Exhibit _____ or as follows:

- C. **Repairs:** Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing:

- D. **Extension of Feasibility Period:** Prior to the expiration of the feasibility period, Buyer may extend the feasibility period until 11:59 p.m. on _____ (date) by delivering \$ _____ to the title company as additional earnest money.

(1) \$ _____ of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the sales price only upon closing of the sale. If Buyer terminates under this Paragraph D, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.

(2) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:

(a) The additional independent consideration.

(b) (Check no boxes or only one box.)

all or \$ _____ of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under the contract.

If no dollar amount is stated in this Paragraph D as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective.

(TXR-1932) 07-08-22

Initialed for Identification by Seller

DS
KV

and Buyer

DS
CGN

Amendment to Commercial Contract concerning 2.6727AC Eastside S Persimmon Rd, Tomball, TX 77375

- E. **Extension of Financing Deadline:** The deadline for Buyer to give notice of inability to obtain the:
 - (1) Third party loan(s) described in Subparagraph A(2) of the Commercial Contract Financing Addendum is extended until _____ (date).
 - (2) Assumption approval described in Subparagraph B(6) of the Commercial Contract Financing Addendum is extended until _____ (date).
 - (3) Buyer has paid Seller additional consideration of \$ _____ for the extension financing deadline. This additional consideration will will not be credited to the sales price upon the closing of the sale.
- F. **Closing:** The closing date in Paragraph 10A of the contract is changed to _____.
- G. **Expenses:** At closing Seller will pay the first \$ _____ of Buyer's expenses under Paragraph 13 of the contract.
- H. **Waiver of Right to Terminate:** Upon final acceptance of this Amendment, Buyer waives the right to terminate under Paragraph 7B of the contract.
- I. **Counterparts:** If this amendment is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- J. **Other Modifications:**
Section 7.B. Feasibility Period of the Contract is revised to be 120 days from the Effective Date, making the new expiration date of the Feasibility Period to be January 17, 2023.

All other terms and condition of the Contract and its Special Provisions Addendum remain the same.

Seller: Tomball Economic Development Corporation

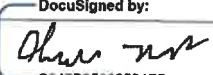
Buyer: Tara Builders, LLC, as Assignee

By: _____

DocuSigned by: 

By (signature): _____
 258EC51BE10C4DB
 Printed Name: **Kelly Violette**
 Title: **Executive Director**

By: _____

DocuSigned by: 

By (signature): _____
 C817B96629634F5...
 Printed Name: **Charles G. Nickson**
 Title: **Manager**

By: _____

By (signature): _____
 Printed Name: _____
 Title: _____

By: _____

By (signature): _____
 Printed Name: _____
 Title: _____

For Sale

NWC Quadrant Holderrieth & Hufsmith-Kohrville
Tomball, TX 77375

Land Sites @ Tomball Business & Technology Park

- ±100 Acre Master Planned/Deed Restricted Business Park
- Light Industrial Zoning
- Low property taxes
- Economic Incentives/tax abatements available
- Easy access to SH 249, FM 2920 and the Grand Parkway
- Competitive land prices
- Surrounded by skilled labor force
- Fully served with all utilities & off-site detention



Project by: **TOMBALL**
ECONOMIC DEVELOPMENT CORP.
tomballtxedc.org



Tom Condon, Jr.
Principal
+1713 830 4007
tom.condon.jr@colliers.com

John Grimsley
Associate
+1 713 830 4014
john.grimsley@colliers.com

9950 Woodloch Forest Drive
Suite 1225
The Woodlands, TX 77380
P: +1 713 830 4001
colliers.com





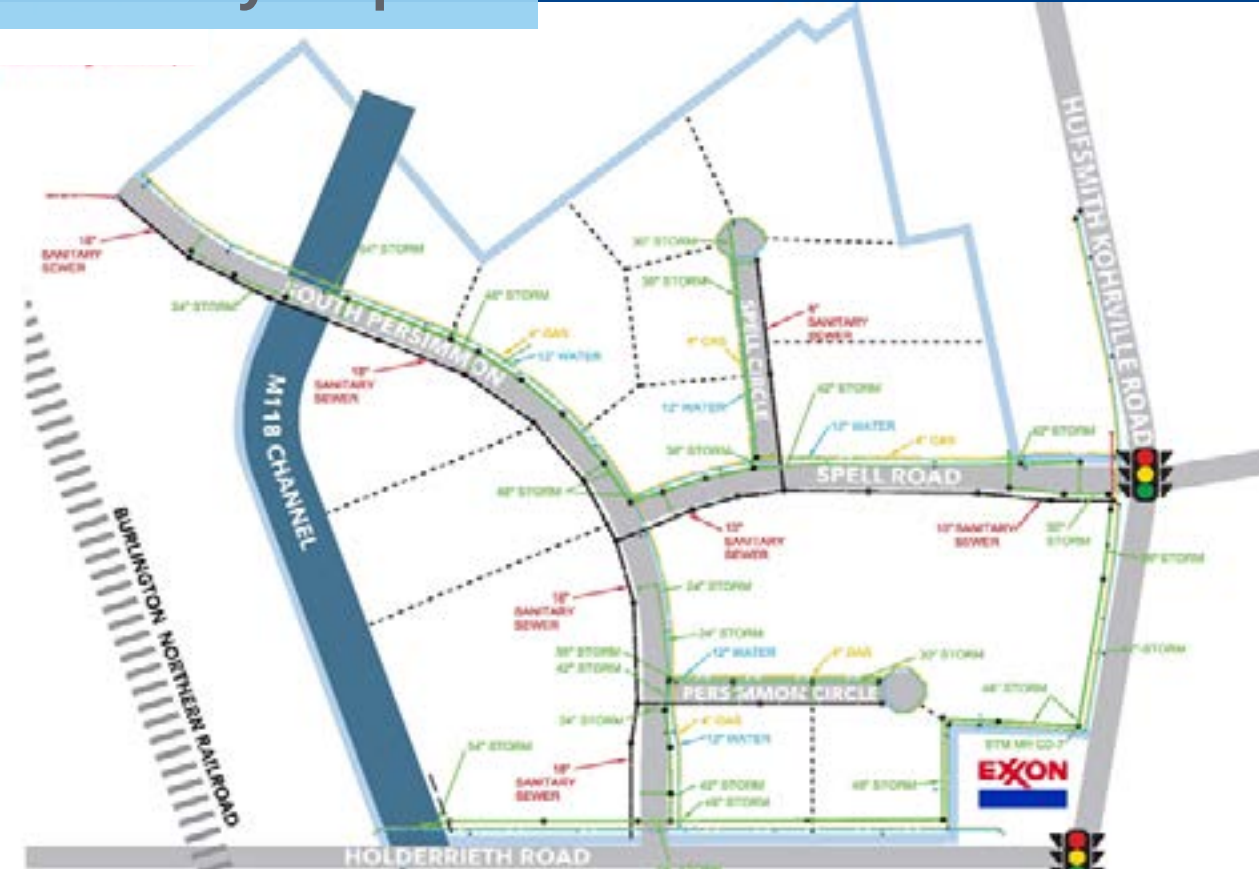
Project Features

- Ranked by Business Facilities as the #10 Best Industrial Parks in the Country in their 17th Annual Rankings Report
- Master Planned/Deed Restricted Business Park
- Off-site detention via M118 Channel
- Light Industrial Zoning
- Fully served with all utilities

Highlights

- Tax abatements/Economic incentives available
- Easy access to SH 249, FM 2920 & the Grand Parkway
- Competitive land prices
- Skilled labor force
- Low property taxes
- Foreign Trade Zone #84

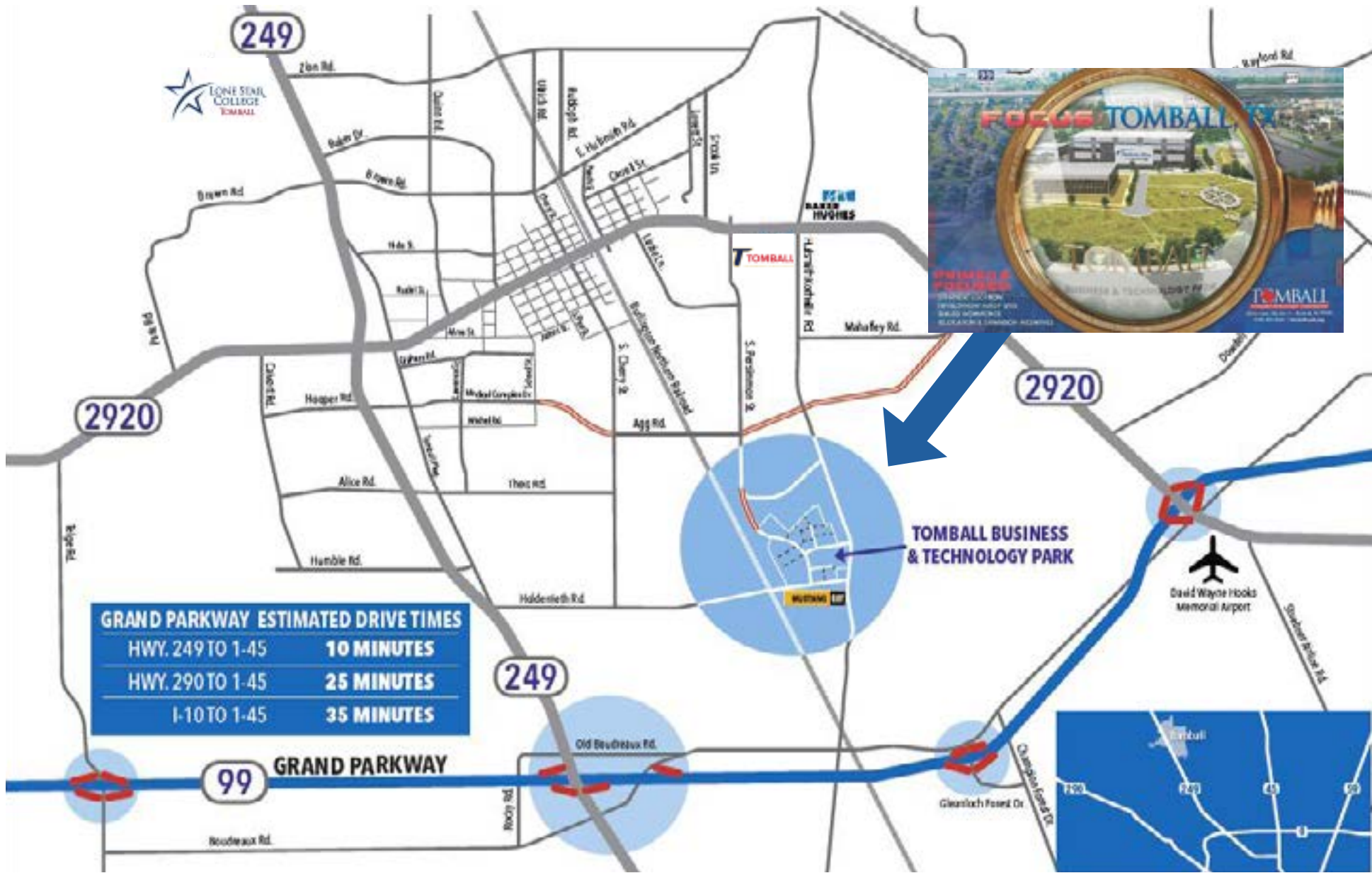
Utility Map



Offering

- Lot 8 Price: \$3.95 PSF
- Financial Incentives may be available from the TEDC. Click [here](#) for more information.

Location



• 2.8 miles from D.W. Hooks Memorial Airport

• 24 miles from Bush Intercontinental Airport

• 42 miles from Port of Houston

Aerial





9950 Woodloch Forest Drive
Suite 1225
The Woodlands, TX 77380
P: +1 713 830 4001
colliers.com

Tom Condon, Jr.

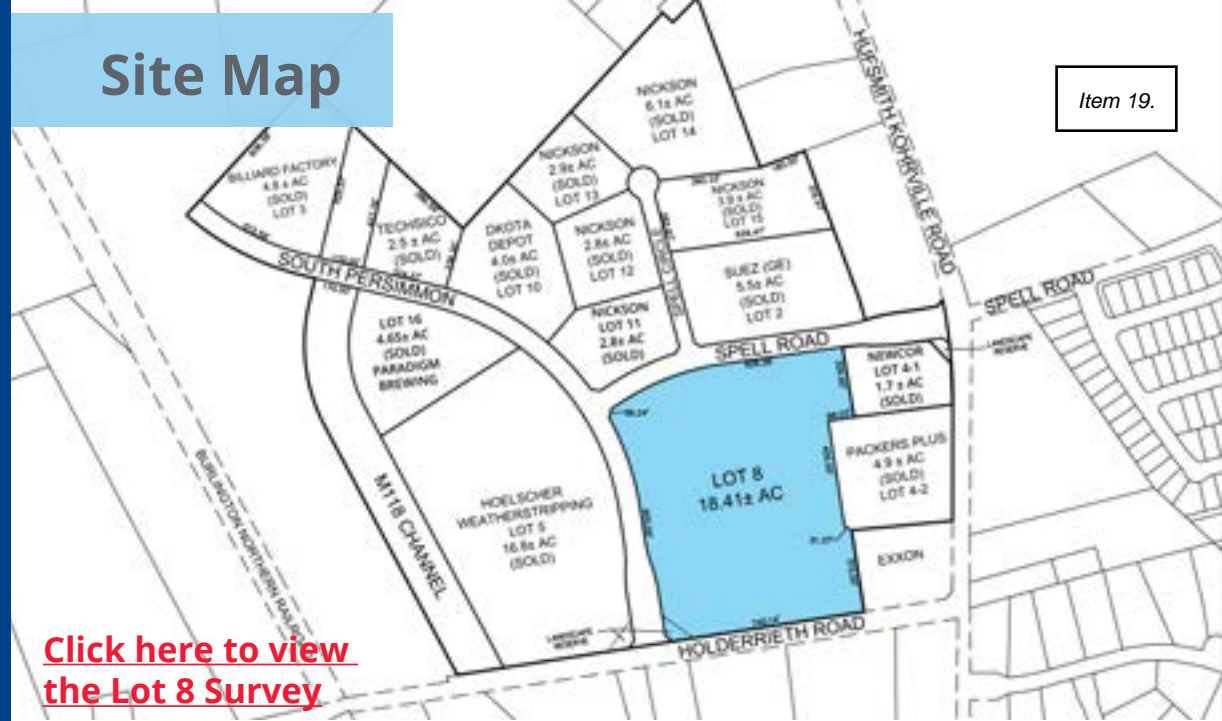
Principal
+1 713 830 4007
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John Grimsley

Associate
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Site Map

Item 19.



[Click here to view the Lot 8 Survey](#)



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Colliers International Houston, Inc.	29114	houston.info@colliers.com	+1 713 222 2111
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
David Lee Carter	364568	david.carter@colliers.com	+1 713 830 2135
Designated Broker of Firm	License No.	Email	Phone
Patrick Duffy, MCR	604308	patrick.duffy@colliers.com	+1 713 830 2112
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Tom Condon, Jr.	419324	tom.condon.jr@colliers.com	+1 713 830 4007
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials _____

Date _____

Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: November 15, 2022

Topic:

Consideration and possible action by Tomball EDC to approve that one certain commercial real estate contract– unimproved property between the Corporation as Seller and Walsh Interests, Ltd. and/or assigns as purchaser and authorize the execution of contracts and documentation by the EDC Executive Director relating to approximately 18.2846 gross acres of land identified as Lot 8 of the Tomball Business and Technology Park Lots 4 and 8 Replat.

Background:

The Tomball Economic Development Corporation has received an offer from Walsh Interests, Ltd. to purchase Lot 8 in the Tomball Business and Technology Park in order to construct an approximately 235,000 square foot manufacturing and distribution facility.

The approximately 18.28-acre lot is located on the southeast corner of Spell Road and S. Persimmon St.

The attached commercial real estate contract has been reviewed by all parties, including legal counsel, and is presented for approval. The terms of the contract are outlined below:

- Total acreage: 18.2846 gross acres
- Sales Price: ±\$3,146,084.00; based on \$3.95PSF of total area
- Earnest Money: \$35,000
- Feasibility Period: 60 Days from Feasibility Period or Effective Date
- Closing: 30 days from the Expiration Date of the Feasibility Period

Origination: Kelly Violette, Executive Director

Recommendation: Staff recommends approval of the proposed commercial real estate contract between the Corporation and Walsh Interests, Ltd. and/or assigns as presented.

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____
Staff Member-TEDC Date

Approved by _____
Executive Director-TEDC Date

STATE OF TEXAS
COUNTY OF HARRIS

We, PACKERS PLUS ENERGY SERVICES (USA) INC., acting by and through Mike McMullen, Senior Director of Manufacturing and TOMBALL ECONOMIC DEVELOPMENT CORPORATION, acting by and through Gretchen Fagan, President, hereafter referred to as Owners of the 23,176.4 acre tract described in the above and foregoing map of TOMBALL BUSINESS AND TECHNOLOGY PARK LOTS 4 AND 8 REPLAT, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally on an additional eleven feet, six inches (11'6") for ten feet (10') perimeter ground easements or seven feet, six inches (7'6") for fourteen feet (14'-0") perimeter ground easements or five feet, six inches (5'6") for sixteen feet (16'0") perimeter ground easements, from a plane sixteen feet (16'0") above the ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted, hereon, whereby the aerial easement totals twenty one feet, six inches (21'6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally on an additional ten feet (10') for ten feet (10') back-to-back ground easements, or eight feet (8'0") for fourteen feet (14'0") back-to-back ground easements or seven feet (7'0") for sixteen feet (16'0") back-to-back ground easements, from a plane sixteen feet (16'0") above the ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30'0") in width.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road or alley or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15'0") wide on each side of the center line of any and all bays, creeks, gullies, rivines, draws, sloughs, or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Tomball, Harris County, or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, creek, or natural drainage way is hereby restricted to keep such drainage ways and easements clear of any buildings, plantings and other obstructions to the operations and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

FURTHER, Owners hereby certify that this replat does not attempt to alter, amend, or remove any covenants or restrictions; we further certify that no portion of the preceding plat was limited by deed restriction to residential use for not more than two (2) residential units per lot.

IN TESTIMONY WHEREOF, the PACKERS PLUS ENERGY SERVICES (USA) INC. has caused these presents to be signed by Mike McMullen, Senior Director of Manufacturing, thereunto authorized, the 15 day of September, 2021.

PACKERS PLUS ENERGY SERVICES (USA) INC.

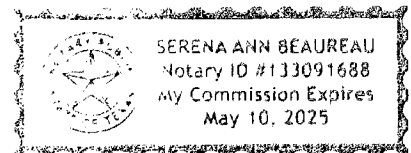
By: *Mike McMullen*
Mike McMullen
Senior Director of Manufacturing

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Mike McMullen, Senior Director of Manufacturing of PACKERS PLUS ENERGY SERVICES (USA) INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15 day of September, 2021

Serena A. Beureau
Serena A. Beureau
Notary Public in and for the
State of Texas
May 10, 2025
My Commission Expires:



IN TESTIMONY WHEREOF, the TOMBALL ECONOMIC DEVELOPMENT CORPORATION has caused these presents to be signed by Gretchen Fagan, its President, thereunto authorized, this the 15 day of September, 2021.

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: *Gretchen Fagan*
Gretchen Fagan
President

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Gretchen Fagan, President of TOMBALL ECONOMIC DEVELOPMENT CORPORATION, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15 day of September, 2021.

Lisa M. Dobrowski
Lisa M. Dobrowski
Notary Public in and for the
State of Texas
06-23-2025
My Commission Expires:

This is to certify that the Planning and Zoning Commission of the City of Tomball, Texas, has approved this plat and subdivision of TOMBALL BUSINESS AND TECHNOLOGY PARK LOTS 4 AND 8 REPLAT in conformance with the laws of the State of Texas and the ordinances of the City of Tomball as shown hereon and authorized the recording of this plat this

the 14th day of March, 2022

By: *Barbara Tague*
Barbara Tague
Chairman

DESCRIPTION

A TRACT OR PARCEL CONTAINING 25,176.4 ACRES OR 1,096,683 SQUARE FEET OF LAND BEING ALL OF TOMBALL BUSINESS AND TECHNOLOGY PARK LOT 4 PARTIAL REPLAT, AS RECORDED UNDER FILM CODE NO. 674930, OF THE HARRIS COUNTY MAP RECORDS (H.C.M.R.), AND AS DESCRIBED IN A DEED TO PACKERS PLUS ENERGY SERVICES (USA) INC. AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. 20180300314, SITUATED IN THE E. SMITH SURVEY, ABSTRACT NO. 70, CITY OF TOMBALL, HARRIS COUNTY, TEXAS; SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

BEGINNING AT A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET ON THE NORTH RIGHT-OF-WAY LINE OF HOLDERBIETH ROAD (80' R.O.W.), FOR THE SOUTHWEST CORNER OF UNRESTRICTED RESERVE "A", YAM PLAZA, AS RECORDED UNDER FILM CODE NO. 094141, H.C.M.R., AND THE MOST SOUTHERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 81 DEG. 10 MIN. 07 SEC. WEST, ALONG THE NORTH R.O.W. LINE OF SAID HOLDERBIETH ROAD, A DISTANCE OF 740.14 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTHWEST CORNER OF THE INTERSECTION OF THE NORTH R.O.W. LINE OF HOLDERBIETH ROAD AND THE EASTERLY R.O.W. LINE OF SOUTH PERSIMMON STREET (16' W. VARIES) AS RECORDED UNDER FILM CODE NO. 653006, H.C.M.R., FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE EASTERLY R.O.W. LINE OF SAID SOUTH PERSIMMON STREET, AS FOLLOWS:

NORTH 53 DEG. 49 MIN. 53 SEC. WEST, A DISTANCE OF 35.36 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" FOR THE NORTHWESTERLY END OF SAID CUT-BACK CORNER AND THE MOST WESTERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 08 DEG. 49 MIN. 53 SEC. WEST, A DISTANCE OF 172.52 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR THE BEGINNING OF A CURVE TO THE LEFT;

NORTHWESTERLY, WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 11 DEG. 08 MIN. 52 SEC., AN ARC LENGTH OF 103.12 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 14 DEG. 24 MIN. 19 SEC. WEST - 102.98 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR THE BEGINNING OF A REVERSE CURVE TO THE RIGHT;

NORTHWESTERLY, WITH SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 11 DEG. 08 MIN. 52 SEC., AN ARC LENGTH OF 103.12 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 14 DEG. 24 MIN. 19 SEC. WEST - 102.98 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR A POINT OF TANGENCY;

NORTH 08 DEG. 49 MIN. 53 SEC. WEST, A DISTANCE OF 119.57 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR THE BEGINNING OF A CURVE TO THE LEFT;

NORTHWESTERLY, WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,040.00 FEET, A CENTRAL ANGLE OF 20 DEG. 11 MIN. 11 SEC., AN ARC LENGTH OF 365.41 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 18 DEG. 55 MIN. 28 SEC. WEST - 364.52 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTHWESTERLY END OF A CUT-BACK CORNER AT THE INTERSECTION OF THE EASTERLY R.O.W. LINE OF SOUTH PERSIMMON STREET AND THE SOUTHERLY R.O.W. LINE OF SPELL ROAD (WIDTH VARIES) AS RECORDED UNDER FILM CODE NO. 653006, H.C.M.R., FOR THE MOST WESTERLY NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE SOUTHERLY R.O.W. LINE OF SAID SPELL ROAD, AS FOLLOWS:

NORTH 13 DEG. 50 MIN. 30 SEC. EAST, A DISTANCE OF 36.24 FEET TO A 3/4-INCH IRON ROD FOUND FOR THE NORTHEASTERLY END OF SAID CUT-BACK CORNER AND THE MOST NORTHERLY NORTH-WEST CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 57 DEG. 24 MIN. 03 SEC. EAST, A DISTANCE OF 54.60 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

NORTHEASTERLY, WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 24 DEG. 29 MIN. 38 SEC., AN ARC LENGTH OF 410.40 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 69 DEG. 38 MIN. 51 SEC. EAST - 407.28 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR A POINT OF TANGENCY;

NORTH 81 DEG. 53 MIN. 40 SEC. EAST, A DISTANCE OF 463.44 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

NORTHEASTERLY, WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 11 DEG. 08 MIN. 52 SEC., AN ARC LENGTH OF 103.12 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 69 DEG. 38 MIN. 51 SEC. EAST - 102.98 FEET TO A 3/4-INCH IRON ROD FOUND FOR THE BEGINNING OF A REVERSE CURVE TO THE LEFT;

NORTHEASTERLY, WITH SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 11 DEG. 08 MIN. 52 SEC., AN ARC LENGTH OF 103.12 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 87 DEG. 28 MIN. 06 SEC. EAST - 102.98 FEET TO A POINT OF TANGENCY, FROM WHICH FOUND 3/4-INCH IRON ROD BEARS SOUTH 83 DEG. 38 MIN. 51 SEC. EAST, A DISTANCE OF 0.24 FEET;

NORTH 81 DEG. 53 MIN. 40 SEC. EAST, A DISTANCE OF 172.42 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR THE NORTHWESTERLY END OF A CUT-BACK CORNER AT THE INTERSECTION OF THE SOUTHERLY R.O.W. LINE OF SAID SPELL ROAD AND THE WESTERLY R.O.W. LINE OF HUFSMITH-KOHRVILLE ROAD (WIDTH VARIES) AS RECORDED IN VOL. 2549, PG. 325, OF THE HARRIS COUNTY DEED RECORDS (H.C.D.R.), FOR THE MOST NORTHERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE WESTERLY R.O.W. LINE OF SAID HUFSMITH-KOHRVILLE ROAD, AS FOLLOWS:

SOUTH 52 DEG. 26 MIN. 00 SEC. EAST, A DISTANCE OF 34.95 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTHEASTERLY END OF SAID CUT-BACK CORNER AND THE MOST EASTERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

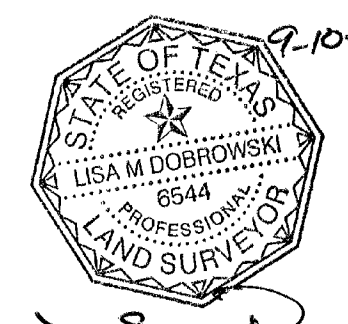
SOUTHEASTERLY, WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,950.00 FEET, A CENTRAL ANGLE OF 06 DEG. 31 MIN. 09 SEC., AN ARC LENGTH OF 221.83 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 03 DEG. 08 MIN. 32 SEC. EAST - 221.71 FEET TO A 5/8-INCH IRON ROD FOUND FOR A POINT OF TANGENCY;

SOUTH 00 DEG. 07 MIN. 01 SEC. WEST, A DISTANCE OF 455.26 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" FOUND FOR THE NORTHEAST CORNER OF SAID UNRESTRICTED RESERVE "A", YAM PLAZA, AND THE MOST EASTERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, LEAVING THE WESTERLY R.O.W. LINE OF SAID HUFSMITH-KOHRVILLE ROAD, SOUTH 84 DEG. 40 MIN. 07 SEC. WEST, A DISTANCE OF 386.51 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR THE NORTHWEST CORNER OF SAID UNRESTRICTED RESERVE "A", YAM PLAZA, AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 08 DEG. 49 MIN. 53 SEC. EAST, A DISTANCE OF 315.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 25,176.4 ACRES OR 1,096,683 SQUARE FEET OF LAND.

I, LISA M. DOBROWSKI, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, south central zone.

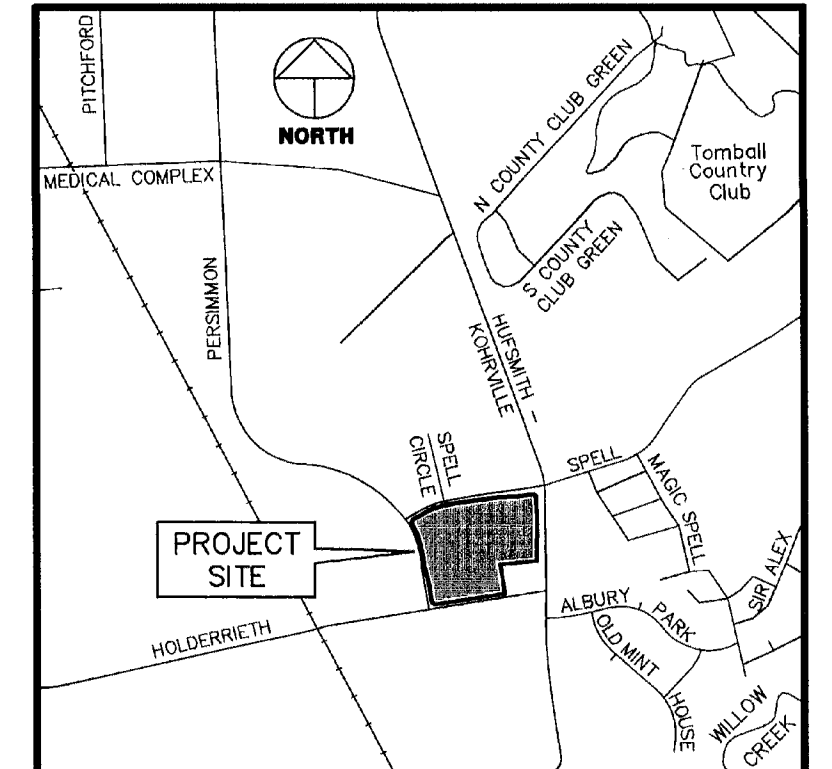


By: *Lisa M. Dobrowski*
LISA M. DOBROWSKI
Registered Professional Land Surveyor
Texas Registration No. 6544

GENERAL NOTES

- 1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. THIS SURVEY WAS PREPARED WITH INFORMATION CONTAINED IN CITY PLANNING LETTER NO. 2021-0252 OF CHARTER TITLE COMPANY, DATED MAY 21, 2021, AND IS SUBJECT TO THE LIMITATIONS OF THAT COMMITMENT.
- 2. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83). ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES AND MAY BE BROUGHT TO GRID BY APPLYING THE FOLLOWING SCALE FACTOR: 0.999942131.
- 3. ALL OIL/GAS PIPELINES OR PIPELINE EASEMENTS WITH OWNERSHIP THROUGH THE SUBDIVISION HAVE BEEN SHOWN TO THE BEST KNOWLEDGE OF THE SURVEYOR.
- 4. ALL OIL/GAS WELLS (PLUGGED, ABANDONED, AND/OR ACTIVE) WITH OWNERSHIP THROUGH THE SUBDIVISION HAVE BEEN SHOWN TO THE BEST KNOWLEDGE OF THE SURVEYOR.
- 5. NO BUILDING OR STRUCTURE SHALL BE CONSTRUCTED ACROSS ANY PIPELINES, BUILDING LINES, AND/OR EASEMENTS. BUILDING SETBACK LINES WILL BE REQUIRED ADJACENT TO OIL/GAS PIPELINES. THE SETBACKS AT A MINIMUM SHOULD BE 15 FEET OFF THE CENTERLINE OF LOW PRESSURE GAS LINES, AND 30 FEET OFF THE CENTERLINE OF HIGH PRESSURE GAS LINES.
- 6. THIS PLAT DOES NOT ATTEMPT TO AMEND OR REMOVE AND VALID COVENANTS OR RESTRICTIONS.
- 7. PUBLIC EASEMENTS DENOTED ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC FOREVER. ANY PUBLIC UTILITY, INCLUDING THE CITY OF TOMBALL, SHALL HAVE THE RIGHT AT ALL TIMES, OF INGRESS AND EGRESS TO AND FROM AND UPON SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, INSPECTION, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF THE PROPERTY OWNER. ANY PUBLIC UTILITY, INCLUDING THE CITY OF TOMBALL, SHALL HAVE THE RIGHT TO MOVE AND KEEP MOVED ALL OR PART OF ANY BUILDING, FENCES, TREES, SHRUBS, OTHER GROUNDS OR IMPROVEMENTS THAT IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THE EASEMENTS SHOWN ON THIS PLAT. NEITHER THE CITY OF TOMBALL NOR ANY OTHER PUBLIC UTILITY SHALL BE RESPONSIBLE FOR ANY DAMAGES TO PROPERTY WITHIN AN EASEMENT ARISING OUT OF THE REMOVAL OR RELOCATION OF ANY OBSTRUCTION IN THE PUBLIC EASEMENT.
- 8. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM) FOR HARRIS COUNTY, TEXAS, MAP NO. 4520100230L, REVISED/DATED JUNE 18, 2007, THE SUBJECT TRACT APPEARS TO LIE WITHIN UNSHADDED ZONE "A". THIS DETERMINATION WAS DONE BY GRAPHIC PLOTTING AND IS APPROXIMATE ONLY, AND HAS NOT BEEN FIELD VERIFIED. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF WINDROSE LAND SERVICES.
- 9. A TEN FOOT WIDE CITY OF TOMBALL UTILITY EASEMENT IS HEREBY DEDICATED TO THIS PLAT AND IS CENTERED ON THE GAS MAIN EXTENSION FROM THE CITY OF TOMBALL RIGHT-OF-WAY OR CITY OF TOMBALL UTILITY EASEMENT UP TO AND AROUND THE GAS METER.

RP-2022-138341
3/15/2022 HCCPIRP2 110.00
FILED
3/15/2022 3:04 PM
Tenesha Hudspeth
COUNTY CLERK



CITY OF TOMBALL, HARRIS COUNTY, TEXAS
VICINITY MAP
SCALE: 1" = 2000'

ABBREVIATIONS

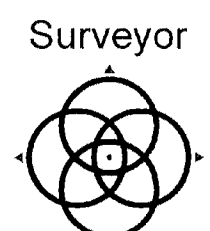
- A.E. - AERIAL EASEMENT
- D.E. - DRAINAGE EASEMENT
- ESMT. - EASEMENT
- FND - FOUND
- H.C.C.F. - HARRIS COUNTY CLERK FILE
- H.C.D.R. - HARRIS COUNTY DEED RECORDS
- H.C.M.R. - HARRIS COUNTY MAP RECORDS
- IP - IRON PIPE
- IR - IRON ROD
- NO - NUMBER
- PG. - PAGE
- R.O.W. - RIGHT-OF-WAY
- SQ. FT. - SQUARE FEET
- VOL. - VOLUME
- B.L. - BUILDING LINE
- W.L.E. - WATER LINE EASEMENT
- S.S.E. - SANITARY SEWER EASEMENT
- C.O.T.U.E. - CITY OF TOMBALL UTILITY EASEMENT
- (S) - SET 5/8" CAPPED IR "WINDROSE"

OFFICE OF
TENESHA HUDSPETH
COUNTY CLERK, HARRIS COUNTY, TEXAS
MAP RECORDS OF COUNTY CLERK
FILM CODE 698466
TOMBALL BUSINESS AND TECHNOLOGY
PARK LOTS 4 AND 8 REPLAT
THIS IS PAGE 1 OF 5 PAGES
SCANNER CONTROL 124400
KEY MAP

TOMBALL BUSINESS AND
TECHNOLOGY PARK
LOTS 4 AND 8 REPLAT

A SUBDIVISION OF
25,176.4 AC. / 1,096,682.87 SQ. FT.
BEING A REPLAT OF LOT 4 AND LOT 8, TOMBALL
BUSINESS AND TECHNOLOGY PARK LOT 4
PARTIAL REPLAT, FILM CODE NO. 674930, H.C.M.R.
SITUATED IN THE E. SMITH SURVEY, A-70
CITY OF TOMBALL, HARRIS COUNTY, TEXAS

1 BLOCK 3 LOTS 2 RESERVES
SEPTEMBER 2021
Owners
Tomball Economic Development Corporation
P.O. Box 820
Tomball, TX 77375
Packers Plus Energy Services (USA) Inc.
11415 Spell Rd
Tomball, TX 77375

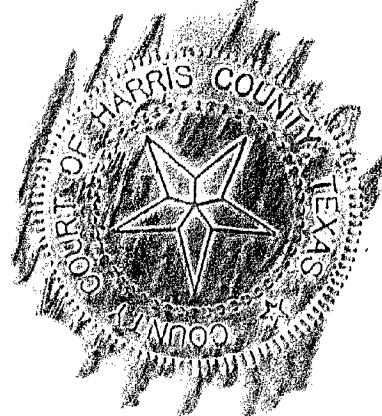


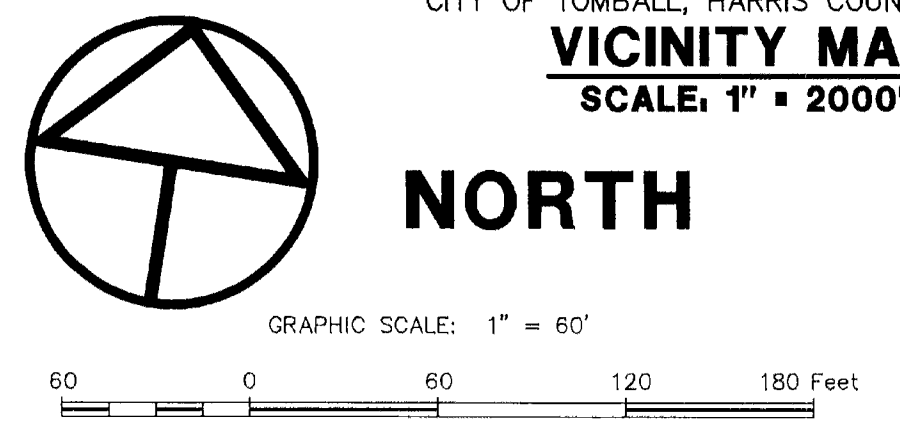
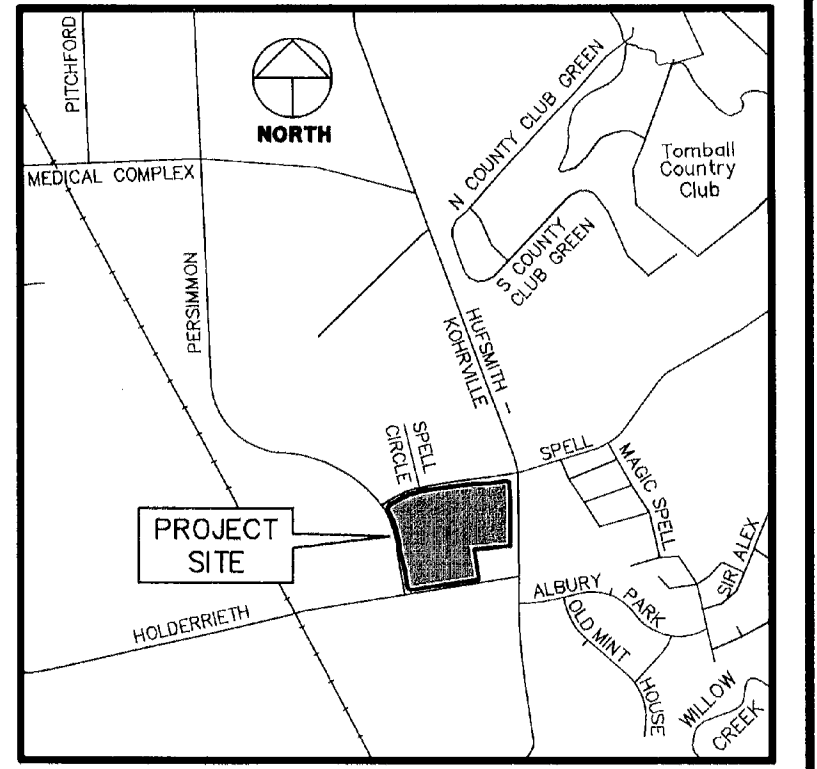
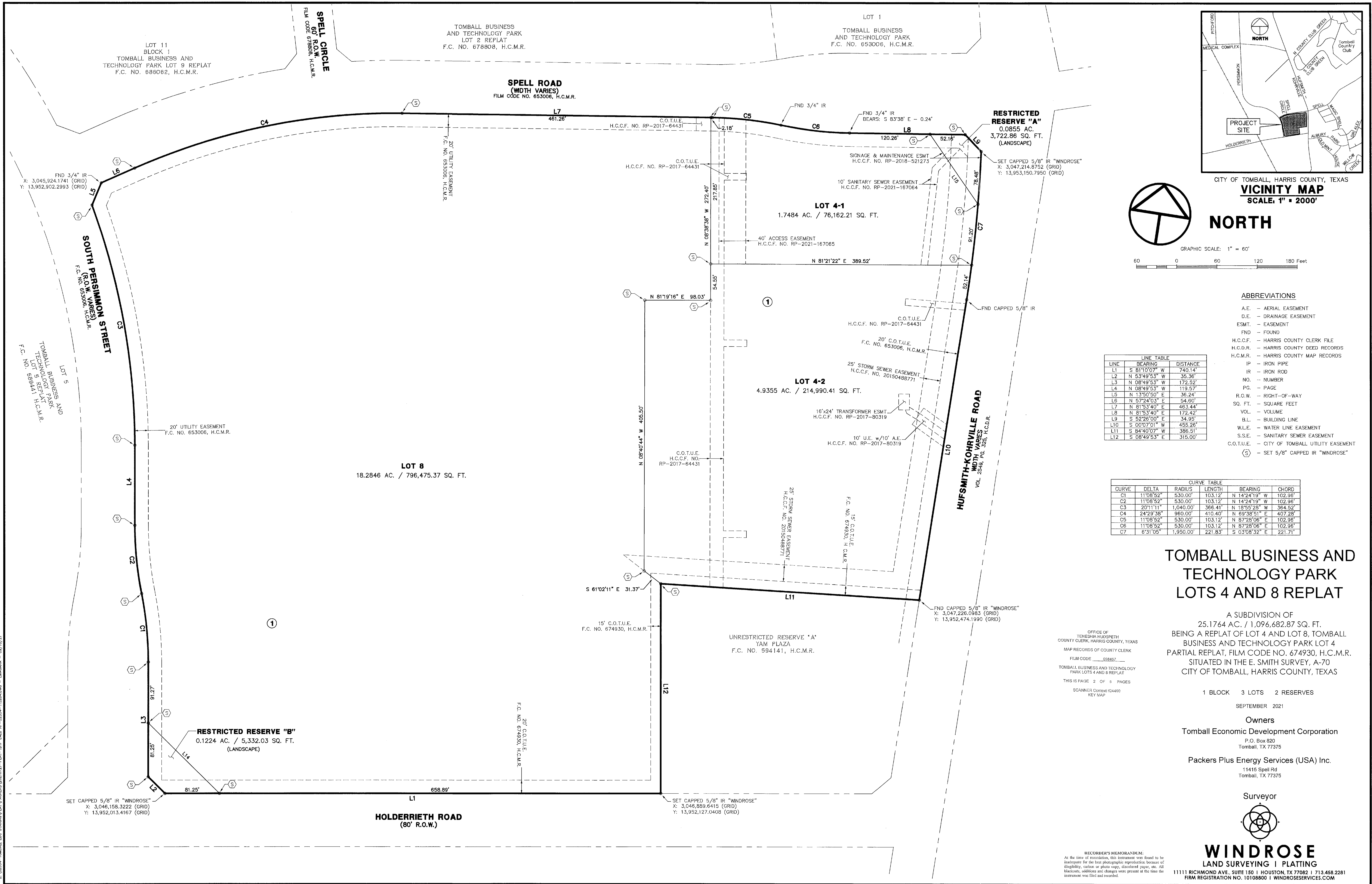
WINDROSE
LAND SURVEYING & PLATTING
11111 RICHMOND AVE., SUITE 150 | HOUSTON, TX 77082 | 713.458.2241
FIRM REGISTRATION NO. 10108800 | WINDROSESERVICES.COM

I, Tenesha Hudspeth, County Clerk of Harris County, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on March 15, 2022 at 3:04 o'clock P.M., and duly recorded on March 16, 2022, at 2:46 o'clock P.M., and at Film Code Number 698466 of the Map Records of Harris County for said county.
Witness my hand and seal of office, at Houston, the day and date last above written.

THIS CERTIFICATE IS VALID ONLY AS TO THE INSTRUMENT ON WHICH THE ORIGINAL SIGNATURE IS AFFIXED AND IS VOID IF THE INSTRUMENT IS NOT FILED OR RECORDED AS SHOWN HEREIN.
ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, REFINANCE, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

TENESHA HUDSPETH
Tenesha Hudspeth
County Clerk
Of Harris County, Texas
By: *Christian Orca*
Deputy CHRISTIAN ORCA





- ABBREVIATIONS**
- A.E. - AERIAL EASEMENT
 - D.E. - DRAINAGE EASEMENT
 - ESMT. - EASEMENT
 - FND - FOUND
 - H.C.C.F. - HARRIS COUNTY CLERK FILE
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 - C.O.T.U.E. - CITY OF TOMBALL UTILITY EASEMENT
 - (S) - SET 5/8" CAPPED IR "WINDROSE"

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 81°10'07" W	740.14'
L2	N 53°49'53" W	35.36'
L3	N 08°49'53" W	172.52'
L4	N 08°49'53" W	119.57'
L5	N 13°50'50" E	36.24'
L6	N 57°24'03" E	54.90'
L7	N 81°53'40" E	483.44'
L8	N 81°53'40" E	172.42'
L9	S 52°26'00" E	34.95'
L10	S 00°07'01" W	455.26'
L11	S 04°40'07" W	386.51'
L12	S 08°49'53" E	315.00'

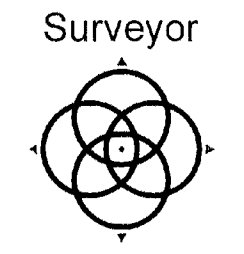
CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	11°08'52"	530.00'	103.12'	N 14°24'19" W	102.96'
C2	11°08'52"	530.00'	103.12'	N 14°24'19" W	102.96'
C3	20°11'11"	1,040.00'	366.41'	N 13°55'28" W	364.52'
C4	24°29'38"	960.00'	410.40'	N 69°38'51" E	437.28'
C5	11°08'52"	530.00'	103.12'	N 87°28'06" E	102.96'
C6	11°08'52"	530.00'	103.12'	N 87°28'06" E	102.96'
C7	8°31'05"	1,950.00'	221.83'	S 03°08'32" E	221.71'

TOMBALL BUSINESS AND TECHNOLOGY PARK LOTS 4 AND 8 REPLAT

A SUBDIVISION OF 25.1764 AC. / 1,096,682.87 SQ. FT. BEING A REPLAT OF LOT 4 AND LOT 8, TOMBALL BUSINESS AND TECHNOLOGY PARK LOT 4 PARTIAL REPLAT, FILM CODE NO. 674930, H.C.M.R. SITUATED IN THE E. SMITH SURVEY, A-70 CITY OF TOMBALL, HARRIS COUNTY, TEXAS

1 BLOCK 3 LOTS 2 RESERVES
 SEPTEMBER 2021
Owners
 Tomball Economic Development Corporation
 P.O. Box 820
 Tomball, TX 77375
 Packers Plus Energy Services (USA) Inc.
 11415 Spell Rd
 Tomball, TX 77375



WINDROSE
 LAND SURVEYING | PLATTING
 11111 RICHMOND AVE., SUITE 150 | HOUSTON, TX 77082 | 713.458.2281
 FIRM REGISTRATION NO. 10108800 | WINDROSESERVICES.COM

RECORDER'S MEMORANDUM:
 At the time of recording, this instrument was found to be illegible, carbon or photo copy, discolored pages, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

Z:\30334-TOMBALL DC STAMPS\PLAT\PACKERS\20210727-PLAT-TRP-14E-RP-62534-112684.DWG - LAGANA - 09/10/21



COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2022

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Tomball Economic Development Corporation

Address: P.O. Box 820, Tomball, TX 77377

Phone: (281)401-4086

E-mail: kviolet@tomballtxedc.org

Mobile: (281)351-7223

Fax or Other: _____

Buyer: Walsh Interests, Ltd. and/or Assigns

Address: 19300 Oil Center Blvd, Houston, TX 77073

Phone: (281)449-2787

E-mail: rwalsh@metalzincmfg.com

Mobile: _____

Fax or Other: _____

2. **PROPERTY:**

A. "Property" means that real property situated in Harris County, Texas at SEC Spell Rd & S Persimmon St, Tomball, TX 77375

~~(address) and that is legally described on the attached Exhibit _____~~ or as follows:
being approximately 18.2846 acres of land, more or less, described as LOT 8 of the Tomball Business And Technology Park Lots 4 and 8 Replat, Tomball, Harris County, Texas and as depicted on the Site Map attached hereto as Exhibit "A" and being incorporated herein.

B. Seller will sell and convey the Property together with:

- (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
- (3) Seller's interest in all licenses and permits related to the Property.

*(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
(If mineral rights are to be reserved an appropriate addendum should be attached.)*

3. **SALES PRICE:**

A. At or before closing, Buyer will pay the following sales price for the Property:

- (1) Cash portion payable by Buyer at closing \$ 3,146,084.00
- (2) Sum of all financing described in Paragraph 4 \$ _____
- (3) Sales price (sum of 3A(1) and 3A(2)) \$ 3,146,084.00

(TXR-1802) 07-08-22

Initialed for Identification by Seller _____ and Buyer PEW

Page 1 of 15

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Commercial Contract - Unimproved Property concerning SEC Spell Rd & S Persimmon St, Tomball, TX 77375

B. Adjustment to Sales Price: (Check (1) or (2) only.)

- (1) The sales price will not be adjusted based on a survey.
- (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ 3.95 per:

- (i) square foot of total area net area.
- (ii) acre of total area net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

- (i) public roadways;
- (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
- (iii) _____

(c) If the sales price is adjusted by more than 5.000 % of the stated sales price, either party may terminate this contract by providing written notice to the other party within 10 days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. **FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

- A. Third Party Financing: One or more third party loans in the total amount of \$ _____ .
This contract:
 - (1) is not contingent upon Buyer obtaining third party financing.
 - (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).
- B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____ .
- C. Seller Financing: Buyer will deliver a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ _____ .

5. **EARNEST MONEY:**

- A. Not later than 3 days after the effective date, Buyer must deposit \$ \$35,000.00 as earnest money with Stewart Title - Tomball (title company) at 14080 FM 2920, Ste E, Tomball, TX 77377 (address) Jane Mathews (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:
 - (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
 - (ii) _____
 Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

(TXR-1802) 07-08-22

Initialed for Identification by Seller _____ and Buyer PEW

Commercial Contract - Unimproved Property concerning SEC Spall Rd & S Persimmon St, Tomball, TX 77375

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:

- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
- (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:

(a) will not be amended or deleted from the title policy.

(b) May be amended to read "shortages in areas" at the expense of Buyer Seller.

(3) Within 20 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 5 days after the effective date:

(1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (insert amount) of the cost of the survey at closing, if closing occurs.

(2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.

(3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property ~~along with an affidavit required by the title company for approval of the existing survey.~~ If the existing survey is not acceptable to the title company, Seller Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company ~~within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party _____ (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.~~ **SEE SPECIAL PROVISIONS ADDENDUM FOR FURTHER DETAILS**

C. Buyer's Objections to the Commitment and Survey:

(1) Within 15 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will

Commercial Contract - Unimproved Property concerning SEC Spell Rd & S Persimmon St, Tomball, TX 77375

satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object in writing to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) of the deadline specified in Paragraph 6B.

- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition ~~except that Seller, at Seller's expense, will complete the following before closing:~~ _____

B. Feasibility Period: Buyer may terminate this contract for any reason within 60 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

(a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 1,000.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

(b) Not later than 3 days after the effective date, Buyer must pay \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to the title company. Buyer authorizes escrow agent to release and deliver the independent consideration to Seller at any time upon Seller's request without further notice to or consent from Buyer. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Feasibility Period Extension: ~~Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single additional period of 30 days by delivering \$10,000.00 to the title company as additional earnest money.~~ SEE SPECIAL PROVISIONS ADDENDUM FOR FURTHER DETAILS.

(a) \$ _____ of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the

(TXR-1802) 07-08-22

Initialed for Identification by Seller _____ and Buyer PEW

Page 4 of 15

Commercial Contract - Unimproved Property concerning SEC Spell Rd & S Persimmon St, Tomball, TX 77375

sales price only upon closing of the sale. If Buyer terminates under this Paragraph 7B, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.

(b) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:

(i) The additional independent consideration.

(ii) (Check no boxes or only one box.)

all or \$ _____ of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under this contract.

If no dollar amount is stated in this Paragraph 7B(2) as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Buyer must:

(a) employ only trained and qualified inspectors and assessors;

(b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;

(c) abide by any reasonable entry rules or requirements of Seller;

(d) not interfere with existing operations or occupants of the Property; and

(e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract. *to the extent the items are existing and readily available and within Seller's possession and/or control since it took title to the property

D. Property Information:

(1) Delivery of Property Information: Within 5 days after the effective date, Seller* will deliver to Buyer the following to the extent in Seller's possession or control: (Check all that apply.)

(a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;

(b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;

(c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;

(d) copies property tax statements for the Property for the previous 2 calendar years;

(e) plats of the Property;

(f) copies of current utility capacity letters from the Property's water and sewer service provider; and

(g) _____

Commercial Contract - Unimproved Property concerning SEC Spall Rd & S Persimmon St, Tomball, TX 77375

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES: NONE IN EFFECT.

~~A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:~~

- ~~(1) any failure by Seller to comply with Seller's obligations under the leases;~~
- ~~(2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;~~
- ~~(3) any advance sums paid by a tenant under any lease;~~
- ~~(4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and~~
- ~~(5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.~~

~~B. Estoppel Certificates: Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1936 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.~~

(TXR-1802) 07-08-22

Initialed for Identification by Seller _____ and Buyer DS PFW

Page 6 of 15

Commercial Contract - Unimproved Property concerning SEC Spell Rd & S Persimmon St, Tomball, TX 77375

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Tom Condon, Jr.

Cooperating Broker: Cresa Global, Inc.

Agent: 8950 Woodloch Forest Dr, Suite 1225

Agent: Will Condrey

Address: The Woodlands, TX 77380

Address: 1990 Post Oak Blvd, Suite 770

Houston, TX 77056

Phone & Fax: (713)830-4007 (713)830-4057

Phone & Fax: (713)491-6321

E-mail: tom.condon.jr@colliers.com

E-mail: wcondrey@cresa.com

License No.: 0029114

License No.: 9007724

Principal Broker: (Check only one box)

Cooperating Broker represents Buyer.

- represents Seller only.
- represents Buyer only.
- is an intermediary between Seller and Buyer.

B. Fees: (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

- (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.
- (2) Only upon the closing and funding of this sale, Seller will pay:

Principal Broker a total cash fee of:

Cooperating Broker a total cash fee of:

3.000 % of the sales price.

3.000 % of the sales price.

The cash fees will be paid in Harris County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:

(1) 30 days after the expiration of the feasibility period.

_____ (specific date).

(2) ~~7 days after objections made under Paragraph 6C have been cured or waived.~~

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

(TXR-1802) 07-08-22

Initialed for Identification by Seller _____ and Buyer _____

DS
PEW

Page 7 of 15

Commercial Contract - Unimproved Property concerning SEC Spell Rd & S Persimmon St, Tomball, TX 77375

- C. At closing, Seller will execute and deliver, at Seller's expense, a general special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
 - (2) without any assumed loans in default; and
 - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
 - ~~(2) an assignment of all leases to or on the Property;~~
 - (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
 - (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
 - (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
 - (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.
- E. At closing, Buyer will:
- (1) pay the sales price in good funds acceptable to the title company;
 - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
 - ~~(3) sign and send to each tenant in a lease for any part of the Property a written statement that:~~
 - ~~(a) acknowledges Buyer has received and is responsible for the tenant's security deposit, and~~
 - ~~(b) specifies the exact dollar amount of the security deposit;~~
 - ~~(4) sign an assumption of all leases then in effect; and~~
 - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

This Contract is subject to the terms and conditions of the Special Provisions Addendum attached hereto and incorporated herein.

(TXR-1802) 07-08-22

Initialed for Identification by Seller _____, _____ and Buyer _____

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Page 8 of 15

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Commercial

Commercial Contract - Unimproved Property concerning SEC Spell Rd & S Persimmon St, Tomball, TX 77375

13. SALES EXPENSES:

- A. **Seller's Expenses:** Seller will pay for the following at or before closing:
- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
 - (2) release of Seller's loan liability, if applicable;
 - (3) tax statements or certificates;
 - (4) preparation of the deed;
 - (5) one-half of any escrow fee;
 - (6) costs to record any documents to cure title objections that Seller must cure; and
 - (7) other expenses that Seller will pay under other provisions of this contract.
- B. **Buyer's Expenses:** Buyer will pay for the following at or before closing:
- (1) all loan expenses and fees;
 - (2) preparation of any deed of trust;
 - (3) recording fees for the deed and any deed of trust;
 - (4) premiums for flood insurance as may be required by Buyer's lender;
 - (5) one-half of any escrow fee;
 - (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

- A. **Prorations:**
- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
 - (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
 - (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.
- B. **Rollback Taxes:** If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.
- C. **Rent and Security Deposits:** At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure

(TXR-1802) 07-08-22

Initialed for Identification by Seller _____ and Buyer PEW

Page 9 of 15

Commercial Contract - Unimproved Property concerning SEC Spell Rd & S Persimmon St, Tomball, TX 77375

except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; ~~or~~

~~(Check if applicable)~~

~~enforce specific performance, or seek such other relief as may be provided by law.~~

B. If, without fault, Seller is unable within the time allowed to deliver the ~~estoppel certificates~~, survey or the commitment, Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) extend the time for performance up to 15 days ~~and the closing will be extended as necessary.~~

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) enforce specific performance, ~~or seek such other relief as may be provided by law, or both.~~

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
- B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
 - (1) Seller and the sales price will be reduced by the same amount; or
 - (2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

(TXR-1802) 07-08-22

Initialed for Identification by Seller _____ and Buyer DS
PEW _____

Page 10 of 15

Commercial Contract - Unimproved Property concerning SEC Spell Rd & S Persimmon St, Tomball, TX 77375

- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. Seller Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

- A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
- B. Except as otherwise provided in this contract, Seller is not aware of:
- (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this

(TXR-1802) 07-08-22

Initialed for Identification by Seller _____ and Buyer PEW

Page 11 of 15

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Commercial

Commercial Contract - Unimproved Property concerning SEC Spell Rd & S Persimmon St, Tomball, TX 77375

contract shall not be affected thereby. All individuals signing represent that they have the authority to sign on behalf of and bind the party for whom they are signing.

- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: (Check all that apply.)

- (1) Property Description Exhibit identified in Paragraph 2;
- (2) Commercial Contract Financing Addendum (TXR-1931);
- (3) Commercial Property Condition Statement (TXR-1408);
- (4) Commercial Contract Addendum for Special Provisions (TXR-1940);
- (5) Notice to Purchaser of Real Property in a Water District (MUD);
- (6) Addendum for Coastal Area Property (TXR-1915);
- (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
- (8) Information About Brokerage Services (TXR-2501);
- (9) Information About Mineral Clauses in Contract Forms (TXR-2509);
- (10) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID); and
- (11) Special Provisions Addendum

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

~~E. Buyer may may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.~~

23. **TIME:** Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or federal reserve bank holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or federal reserve bank holiday.

24. **EFFECTIVE DATE:** The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. **ADDITIONAL NOTICES:**

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before

(TXR-1802) 07-08-22

Initialed for Identification by Seller _____ and Buyer PFW

Page 12 of 15

Commercial Contract - Unimproved Property concerning SEC Spell Rd & S Persimmon St. Tomball, TX 77375

the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- I. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller is required by §5.014, Property Code to give Buyer a written notice concerning the obligation to pay assessments. The form of the required notice is available as a part of the Notice of Obligation to Pay Improvement District Assessment (TXR-1955).
- J. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on November 16, 2022, the offer will lapse and become null and void.

(TXR-1802) 07-08-22

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Page 13 of 15

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Commercial

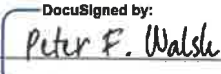
Commercial Contract - Unimproved Property concerning SEC Spell Rd & S Persimmon St. Tomball, TX 77375

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: Tomball Economic Development Corporation

Buyer: Walsh Interests, Ltd. and/or Assigns

By: _____
By (signature): _____
Printed Name: Kelly Violette
Title: Executive Director

By: _____
By (signature): 
Printed Name: Peter F. Walsh
Title: General Partner

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

Commercial Contract -Unimproved Property concerning SEC Spaff Rd & S Persimmon St, Tomball, TX 77375

AGREEMENT BETWEEN BROKERS
(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

\$ _____, or
 _____ % of the sales price, or
 _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

ATTORNEYS

Seller's attorney: <u>Justin Pruitt</u> <u>Olson & Olson, L.L.P.</u> Address: <u>2727 Alien Parkway, Suite 600</u> <u>Houston, TX 77019</u> Phone & Fax: <u>(713)533-3878</u> <u>(713)533-3888</u> E-mail: <u>jpruitt@olsonllp.com</u>	Buyer's attorney: <u>Nathan A. Steadman</u> <u>Meyer, Knight, Steadman & Taxis, PLLC</u> Address: <u>5005 Riverway Dr., Suite 205</u> <u>Houston, TX 77056</u> Phone & Fax: <u>713-868-2291</u> E-mail: <u>nas@mkwiaw.com</u>
---	--

Seller's attorney requests copies of documents, notices, and other information:
 the title company sends to Seller.
 Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:
 the title company sends to Buyer.
 Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

A. the contract on this day _____ (effective date);
 B. earnest money in the amount of \$ _____ in the form of _____ on _____.

Title company: _____ Address: _____
 By: _____ Phone & Fax: _____
 Assigned file number (GF#): _____ E-mail: _____

DS
PEW

(TXR-1802) 07-08-22

**SPECIAL PROVISIONS ADDENDUM
TO
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY**

This Special Provisions Addendum to Commercial Contract - Unimproved Property ("Addendum") is entered into between **TOMBALL ECONOMIC DEVELOPMENT CORPORATION** ("Seller") and **WALSH INTERESTS, LTD** ("Buyer") in order to amend the terms of a Commercial Contract - Unimproved Property contract ("Contract") entered into contemporaneously with the execution of this Addendum with respect to the approximately 18.2846 acres of land described as LOT 8 in the Tomball Business and Technology Park (the "Property").

Seller and Buyer agree as follows:

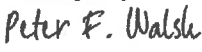
1. Due Diligence Reports. Buyer acknowledges receipt of the following "Due Diligence Reports" prepared by Tolunay-Wong Engineers, Inc.: Phase I Environmental Site Assessment dated September, 2011 (TWE Project No. 11.12.031), Phase II Environmental Site Assessment dated February, 2013 (TWE Project No. 11.12.031-02), Phase II Geologic Fault Study dated January 25, 2013 (TWE Project No. 11.12.031.003), and Geotechnical Study dated April 8, 2013 (TWE Project No. 13.13.007), which Seller represents are all such reports in Seller's possession pertaining to the Property.
2. Feasibility Period Extensions. At least three (3) days prior to the then expiring Feasibility Period, Buyer may extend the Feasibility Period for two (2) thirty (30) day periods each time by giving Seller notice of its intention to do so and depositing additional Earnest Money each time in the amount of \$10,000.00 with the Title Company. If Buyer fails to timely deposit the additional Earnest Money, then the extension of the Feasibility Period will not be effective. The additional Earnest Money deposits shall be applied to the Sales Price.
3. Commencement of Post-Closing Construction. Buyer shall have eighteen (18) months from closing to Commence Construction of its proposed building. The inclusion of the Site Map as Exhibit "A" to this Contract does not imply approval thereof by any regulatory authority. As used herein, the term "Commence Construction" shall mean that Buyer shall have (i) obtained any and all permits, authorizations, or other approvals required for the building construction, and (ii) actually commenced construction of the building. If Buyer fails to commence construction within the aforementioned timeframe, then Buyer shall be in default and Seller shall have the right to repurchase the Property at the same per square foot price as it was acquired by Buyer. The provisions of this Section 2 shall survive Closing.
4. Assignment. Buyer has the right to assign the Contract at any time without the consent of Seller to a related entity. Related entity is one where Buyer or Buyer's owners have a controlling interest that exceeds 51%, so long as written notice is provided to Seller at least ten (10) days prior to Closing.ⁱ The new buyer assumes all of the obligations of the Buyer under the terms of this Contract and the original Buyer is not relieved of any obligation under the Contract. Any other assignment requires Seller's prior written approval, which such approval shall not be unreasonably withheld.

DS
PFW

5. **“Carve-out Parcel”**. Seller has the right to exclude the “Carve-Out Parcel” (being identified as the ±0.6061 of 1 acre parcel reflected on Exhibit “A” attached hereto and incorporated herein as such) from this transaction. Seller must make that election prior to the expiration of the initial 60-day Feasibility Period. If that election is made by Seller, then Seller, at Seller’s sole expense shall be responsible for i) obtaining an Updated Survey of the remaining acreage that is to be conveyed to Buyer, and ii) ensure that the remainder Property is re-platted as soon as reasonably possible after the election. The Sales Price shall be adjusted based on the “Total Area” (as defined in the Contract) of the remainder Property multiplied by \$3.95 per square foot of Total Area.
6. **Right of Access Agreement**. Simultaneous with the Effective Date of the Contract, Seller shall provide Buyer with a “Right of Access” Agreement, which upon Buyer’s execution of same will allow Buyer and his consultants to perform Due Diligence studies, tests and reports, including the limited clearing of underbrush, on the Property.
7. **Signatures**. Facsimile, emailed and/or electronic signatures shall be deemed same as originals for purposes of formation hereunder.
8. **Terms**. Defined and capitalized terms in this Addendum will have the same meaning as in the Contract, unless otherwise indicated.
9. **Ratification**. Except as amended, the Contract is ratified and affirmed.
10. **Merger**. All prior oral agreements of the parties are merged into the terms of the Contract and this Addendum.
11. **Conflict**. In the event of a direct conflict between the terms of this Addendum and the Contract, the terms of this Addendum will control.
12. To the extent necessary, the parties agree that 1031 money can be used for this purchase. The Parties agree to cooperate with each other to prepare any necessary documents and execute same.

BUYER:

WALSH INTERESTS, LTD

DocuSigned by:

 By: _____
 7825BE806719494...
 Peter F. Walsh
 President, Walsh Consultants, Inc.
 General Partner

SELLER:

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____
 Kelly Violette,
 Executive Director

ⁱ The purpose of the “related entity” is to allow the Buyer to maximize either income tax benefits or minimize estate tax issues.

11-2-2015



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.



TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Colliers International Houston, Inc.	29114	houston.info@colliers.com	+1 713 222 2111
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
David Lee Carter	364568	david.carter@colliers.com	+1 713 830 2135
Designated Broker of Firm	License No.	Email	Phone
Patrick Duffy, MCR	604308	patrick.duffy@colliers.com	+1 713 830 2112
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Tom Condon, Jr.	419324	tom.condon.jr@colliers.com	+1 713 830 4007
Sales Agent/Associate's Name	License No.	Email	Phone

DS
PFW 11/8/2022

Buyer/Tenant/Seller/Landlord Initials

Date

Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: November 15, 2022

Topic:

Consideration and possible action by Tomball EDC to approve that one certain commercial real estate contract – unimproved property between the Corporation as Seller and West Woodland Business Park, LLC as purchaser and authorize the execution of contracts and documentation by the EDC Executive Director relating to approximately 0.6061 acres of land out of Lot 8 of the Tomball Business and Technology Park Lots 4 and 8 Replat.

Background:

The Tomball Economic Development Corporation has received an offer from West Woodland Business Park, LLC (assignee of Newcor Development) to purchase approximately 0.6061 acres out of Lot 8 in order to combine it with Lot 4-1 to obtain additional parking area. Newcor purchased Lot 4-1 in July 2022 and has been working through site design concepts.

The attached commercial real estate contract has been reviewed by all parties, including legal counsel, and is presented for approval. The terms of the contract are outlined below:

- Total acreage: 0.6061 gross acres
- Sales Price: ±\$135,968.84; based on \$5.15 PSF of total area
- Earnest Money: \$2,500
- Feasibility Period: Waived by buyer
- Closing: 30 days from the Effective Date of the Contract
- Buyer is responsible for Replatting costs

Origination: Kelly Violette, Executive Director

Recommendation: Staff recommends approval of the proposed commercial real estate contract between the Corporation and West Woodland Business Park, LLC as presented.

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____	Approved by _____
Staff Member-TEDC	Executive Director-TEDC
Date	Date

STATE OF TEXAS
COUNTY OF HARRIS

We, PACKERS PLUS ENERGY SERVICES (USA) INC., acting by and through Mike McMullen, Senior Director of Manufacturing and TOMBALL ECONOMIC DEVELOPMENT CORPORATION, acting by and through Gretchen Fagan, President, hereafter referred to as Owners of the 23,1764 acre tract described in the above and foregoing map of TOMBALL BUSINESS AND TECHNOLOGY PARK LOTS 4 AND 8 REPLAT, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally on additional eleven feet, six inches (11'6") for ten feet (10') perimeter ground easements or seven feet, six inches (7'6") for fourteen feet (14'-0") perimeter ground easements or five feet, six inches (5'6") for sixteen feet (16'0") perimeter ground easements, from a plane sixteen feet (16'0") above the ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted, hereon, whereby the aerial easement totals twenty one feet, six inches (21'6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally on additional ten feet (10') for ten feet (10') back-to-back ground easements, or eight feet (8'0") for fourteen feet (14'0") back-to-back ground easements or seven feet (7') for sixteen feet (16'0") back-to-back ground easements, from a plane sixteen feet (16'0") above the ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30'0") in width.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road or alley or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15'0") wide on each side of the center line of any and all bays, creeks, gullies, rivines, draws, sloughs, or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Tomball, Harris County, or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, creek, or natural drainage way is hereby restricted to keep such drainage ways and easements clear of obstructions, buildings, planting and other obstructions to the operations and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

FURTHER, Owners hereby certify that this replat does not attempt to alter, amend, or remove any covenants or restrictions; we further certify that no portion of the preceding plat was limited by deed restriction to residential use for not more than two (2) residential units per lot.

IN TESTIMONY WHEREOF, the PACKERS PLUS ENERGY SERVICES (USA) INC. has caused these presents to be signed by Mike McMullen, Senior Director of Manufacturing, thereunto authorized, the 15 day of September, 2021.

PACKERS PLUS ENERGY SERVICES (USA) INC.

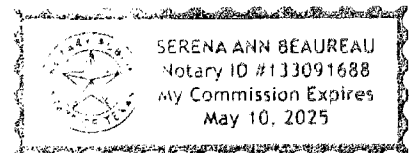
By: *Mike McMullen*
Mike McMullen
Senior Director of Manufacturing

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Mike McMullen, Senior Director of Manufacturing of PACKERS PLUS ENERGY SERVICES (USA) INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15 day of September, 2021

Serena A. Beureau
Notary Public in and for the State of Texas
May 10, 2025
My Commission Expires:



IN TESTIMONY WHEREOF, the TOMBALL ECONOMIC DEVELOPMENT CORPORATION has caused these presents to be signed by Gretchen Fagan, its President, thereunto authorized, this the 15 day of September, 2021.

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

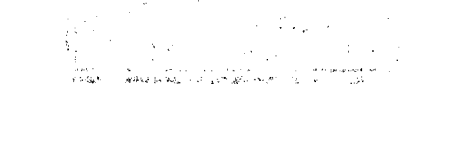
By: *Gretchen Fagan*
Gretchen Fagan
President

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Gretchen Fagan, President of TOMBALL ECONOMIC DEVELOPMENT CORPORATION, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15 day of September, 2021.

Lisa M. Dobrowski
Notary Public in and for the State of Texas
06-23-2025
My Commission Expires:



This is to certify that the Planning and Zoning Commission of the City of Tomball, Texas, has approved this plat and subdivision of TOMBALL BUSINESS AND TECHNOLOGY PARK LOTS 4 AND 8 REPLAT in conformance with the laws of the State of Texas and the ordinances of the City of Tomball as shown hereon and authorized the recording of this plat this

the 14th day of March, 2022

By: *Barbara Tague*
Barbara Tague
Chairman

DESCRIPTION

A TRACT OR PARCEL CONTAINING 25,1764 ACRES OR 1,096,683 SQUARE FEET OF LAND BEING ALL OF TOMBALL BUSINESS AND TECHNOLOGY PARK LOT 4 PARTIAL REPLAT, AS RECORDED UNDER FILM CODE NO. 674930, OF THE HARRIS COUNTY MAP RECORDS (H.C.M.R.), AND AS DESCRIBED IN A DEED TO PACKERS PLUS ENERGY SERVICES (USA) INC. AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. 20180300314, SITUATED IN THE E. SMITH SURVEY, ABSTRACT NO. 70, CITY OF TOMBALL, HARRIS COUNTY, TEXAS; SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

BEGINNING AT A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET ON THE NORTH RIGHT-OF-WAY LINE OF HOLDERBIETH ROAD (80' R.O.W.), FOR THE SOUTHWEST CORNER OF UNRESTRICTED RESERVE "A", YAM PLAZA, AS RECORDED UNDER FILM CODE NO. 094141, H.C.M.R., AND THE MOST SOUTHERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 81 DEG. 10 MIN. 07 SEC. WEST, ALONG THE NORTH R.O.W. LINE OF SAID HOLDERBIETH ROAD, A DISTANCE OF 740.14 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTHWEST CORNER OF THE INTERSECTION OF THE NORTH R.O.W. LINE OF HOLDERBIETH ROAD AND THE EASTERLY R.O.W. LINE OF SOUTH PERSIMMON STREET (16' W. VARIES) AS RECORDED UNDER FILM CODE NO. 653006, H.C.M.R., FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE EASTERLY R.O.W. LINE OF SAID SOUTH PERSIMMON STREET, AS FOLLOWS:

NORTH 53 DEG. 49 MIN. 53 SEC. WEST, A DISTANCE OF 35.36 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" FOR THE NORTHWESTERLY END OF SAID CUT-BACK CORNER AND THE MOST WESTERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 08 DEG. 49 MIN. 53 SEC. WEST, A DISTANCE OF 172.52 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR THE BEGINNING OF A CURVE TO THE LEFT;

NORTHWESTERLY, WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 11 DEG. 08 MIN. 52 SEC., AN ARC LENGTH OF 103.12 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 14 DEG. 24 MIN. 19 SEC. WEST - 102.98 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR THE BEGINNING OF A REVERSE CURVE TO THE RIGHT;

NORTHWESTERLY, WITH SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 11 DEG. 08 MIN. 52 SEC., AN ARC LENGTH OF 103.12 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 14 DEG. 24 MIN. 19 SEC. WEST - 102.98 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR A POINT OF TANGENCY;

NORTH 08 DEG. 49 MIN. 53 SEC. WEST, A DISTANCE OF 119.57 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR THE BEGINNING OF A CURVE TO THE LEFT;

NORTHWESTERLY, WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,040.00 FEET, A CENTRAL ANGLE OF 20 DEG. 11 MIN. 11 SEC., AN ARC LENGTH OF 365.41 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 18 DEG. 55 MIN. 28 SEC. WEST - 364.52 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTHWESTERLY END OF A CUT-BACK CORNER AT THE INTERSECTION OF THE EASTERLY R.O.W. LINE OF SOUTH PERSIMMON STREET AND THE SOUTHERLY R.O.W. LINE OF SPELL ROAD (WIDTH VARIES) AS RECORDED UNDER FILM CODE NO. 653006, H.C.M.R., FOR THE MOST WESTERLY NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE SOUTHERLY R.O.W. LINE OF SAID SPELL ROAD, AS FOLLOWS:

NORTH 13 DEG. 50 MIN. 30 SEC. EAST, A DISTANCE OF 36.24 FEET TO A 3/4-INCH IRON ROD FOUND FOR THE NORTHEASTERLY END OF SAID CUT-BACK CORNER AND THE MOST NORTHERLY NORTH-WEST CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 57 DEG. 24 MIN. 03 SEC. EAST, A DISTANCE OF 54.60 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

NORTHEASTERLY, WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 24 DEG. 29 MIN. 38 SEC., AN ARC LENGTH OF 410.40 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 69 DEG. 38 MIN. 51 SEC. EAST - 407.28 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR A POINT OF TANGENCY;

NORTH 81 DEG. 53 MIN. 40 SEC. EAST, A DISTANCE OF 463.44 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

NORTHEASTERLY, WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 11 DEG. 08 MIN. 52 SEC., AN ARC LENGTH OF 103.12 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 69 DEG. 38 MIN. 51 SEC. EAST - 102.98 FEET TO A 3/4-INCH IRON ROD FOUND FOR THE BEGINNING OF A REVERSE CURVE TO THE LEFT;

NORTHEASTERLY, WITH SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 11 DEG. 08 MIN. 52 SEC., AN ARC LENGTH OF 103.12 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 87 DEG. 28 MIN. 06 SEC. EAST - 102.98 FEET TO A POINT OF TANGENCY, FROM WHICH FOUND 3/4-INCH IRON ROD BEARS SOUTH 83 DEG. 38 MIN. 51 SEC. EAST, A DISTANCE OF 0.24 FEET;

NORTH 81 DEG. 53 MIN. 40 SEC. EAST, A DISTANCE OF 172.42 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR THE NORTHWESTERLY END OF A CUT-BACK CORNER AT THE INTERSECTION OF THE SOUTHERLY R.O.W. LINE OF SAID SPELL ROAD AND THE WESTERLY R.O.W. LINE OF HUFSMITH-KOHRVILLE ROAD (WIDTH VARIES) AS RECORDED IN VOL. 2549, PG. 325, OF THE HARRIS COUNTY DEED RECORDS (H.C.D.R.), FOR THE MOST NORTHERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE WESTERLY R.O.W. LINE OF SAID HUFSMITH-KOHRVILLE ROAD, AS FOLLOWS:

SOUTH 52 DEG. 26 MIN. 00 SEC. EAST, A DISTANCE OF 34.95 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTHEASTERLY END OF SAID CUT-BACK CORNER AND THE MOST EASTERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

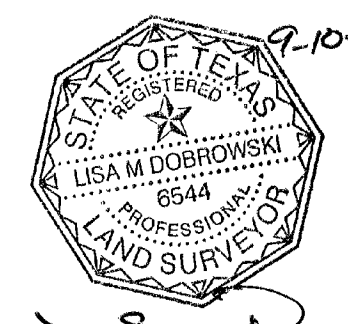
SOUTHEASTERLY, WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,950.00 FEET, A CENTRAL ANGLE OF 06 DEG. 31 MIN. 03 SEC., AN ARC LENGTH OF 221.83 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 03 DEG. 08 MIN. 32 SEC. EAST - 221.71 FEET TO A 5/8-INCH IRON ROD FOUND FOR A POINT OF TANGENCY;

SOUTH 00 DEG. 07 MIN. 01 SEC. WEST, A DISTANCE OF 455.26 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" FOUND FOR THE NORTHEAST CORNER OF SAID UNRESTRICTED RESERVE "A", YAM PLAZA, AND THE MOST EASTERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, LEAVING THE WESTERLY R.O.W. LINE OF SAID HUFSMITH-KOHRVILLE ROAD, SOUTH 84 DEG. 40 MIN. 07 SEC. WEST, A DISTANCE OF 386.51 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR THE NORTHWEST CORNER OF SAID UNRESTRICTED RESERVE "A", YAM PLAZA, AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 08 DEG. 49 MIN. 53 SEC. EAST, A DISTANCE OF 315.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 25,1764 ACRES OR 1,096,683 SQUARE FEET OF LAND.

I, LISA M. DOBROWSKI, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, south central zone.

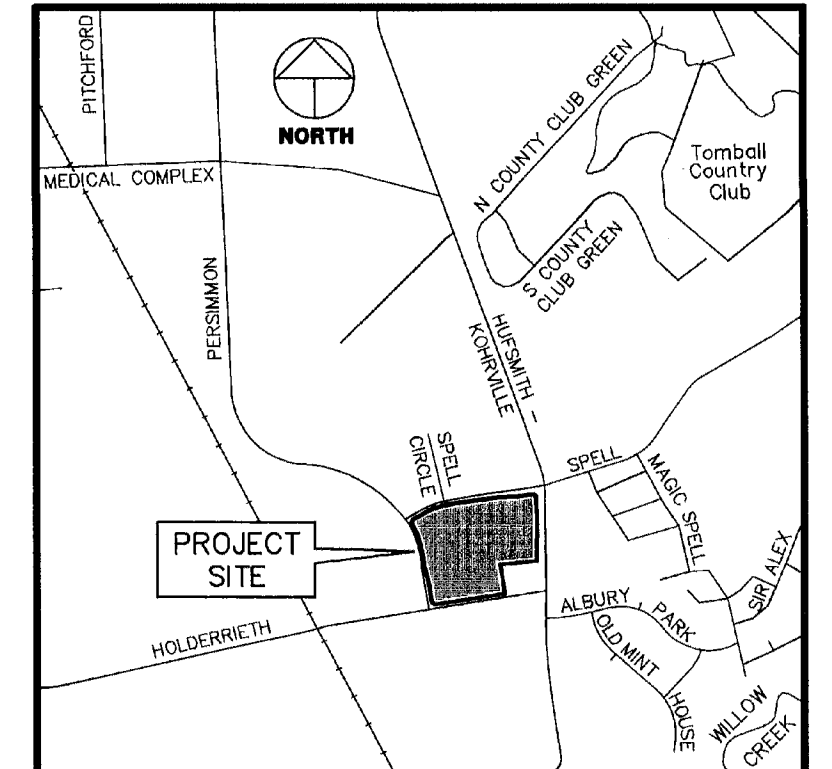


Lisa M. Dobrowski
LISA M. DOBROWSKI
Registered Professional Land Surveyor
Texas Registration No. 6544

GENERAL NOTES

- 1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. THIS SURVEY WAS PREPARED WITH INFORMATION CONTAINED IN CITY PLANNING LETTER NO. 2021-0252 OF CHARTER TITLE COMPANY, DATED MAY 21, 2021, AND IS SUBJECT TO THE LIMITATIONS OF THAT COMMITMENT.
- 2. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83). ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES AND MAY BE BROUGHT TO GRID BY APPLYING THE FOLLOWING SCALE FACTOR: 0.999942131.
- 3. ALL OIL/GAS PIPELINES OR PIPELINE EASEMENTS WITH OWNERSHIP THROUGH THE SUBDIVISION HAVE BEEN SHOWN TO THE BEST KNOWLEDGE OF THE SURVEYOR.
- 4. ALL OIL/GAS WELLS (PLUGGED, ABANDONED, AND/OR ACTIVE) WITH OWNERSHIP THROUGH THE SUBDIVISION HAVE BEEN SHOWN TO THE BEST KNOWLEDGE OF THE SURVEYOR.
- 5. NO BUILDING OR STRUCTURE SHALL BE CONSTRUCTED ACROSS ANY PIPELINES, BUILDING LINES, AND/OR EASEMENTS. BUILDING SETBACK LINES WILL BE REQUIRED ADJACENT TO OIL/GAS PIPELINES. THE SETBACKS AT A MINIMUM SHOULD BE 15 FEET OFF THE CENTERLINE OF LOW PRESSURE GAS LINES, AND 30 FEET OFF THE CENTERLINE OF HIGH PRESSURE GAS LINES.
- 6. THIS PLAT DOES NOT ATTEMPT TO AMEND OR REMOVE AND VALID COVENANTS OR RESTRICTIONS.
- 7. PUBLIC EASEMENTS DENOTED ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC FOREVER. ANY PUBLIC UTILITY, INCLUDING THE CITY OF TOMBALL, SHALL HAVE THE RIGHT AT ALL TIMES, OF INGRESS AND EGRESS TO AND FROM AND UPON SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, INSPECTION, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF THE PROPERTY OWNER. ANY PUBLIC UTILITY, INCLUDING THE CITY OF TOMBALL, SHALL HAVE THE RIGHT TO MOVE AND KEEP MOVED ALL OR PART OF ANY BUILDING, FENCES, TREES, SHRUBS, OTHER GROUNDS OR IMPROVEMENTS THAT IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THE EASEMENTS SHOWN ON THIS PLAT. NEITHER THE CITY OF TOMBALL NOR ANY OTHER PUBLIC UTILITY SHALL BE RESPONSIBLE FOR ANY DAMAGES TO PROPERTY WITHIN AN EASEMENT ARISING OUT OF THE REMOVAL OR RELOCATION OF ANY OBSTRUCTION IN THE PUBLIC EASEMENT.
- 8. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM) FOR HARRIS COUNTY, TEXAS, MAP NO. 48201D0230L, REVISED/DATED JUNE 18, 2007, THE SUBJECT TRACT APPEARS TO LIE WITHIN UNSHADDED ZONE "A". THIS DETERMINATION WAS DONE BY GRAPHIC PLOTTING AND IS APPROXIMATE ONLY, AND HAS NOT BEEN FIELD VERIFIED. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF WINDROSE LAND SERVICES.
- 9. A TEN FOOT WIDE CITY OF TOMBALL UTILITY EASEMENT IS HEREBY DEDICATED TO THIS PLAT AND IS CENTERED ON THE GAS MAIN EXTENSION FROM THE CITY OF TOMBALL RIGHT-OF-WAY OR CITY OF TOMBALL UTILITY EASEMENT UP TO AND AROUND THE GAS METER.

RP-2022-138341
3/15/2022 HCCPIRP2 110.00
FILED
3/15/2022 3:04 PM
Tenesha Hudspeth
COUNTY CLERK



CITY OF TOMBALL, HARRIS COUNTY, TEXAS
VICINITY MAP
SCALE: 1" = 2000'

ABBREVIATIONS

- A.E. - AERIAL EASEMENT
- D.E. - DRAINAGE EASEMENT
- ESMT. - EASEMENT
- FND - FOUND
- H.C.C.F. - HARRIS COUNTY CLERK FILE
- H.C.D.R. - HARRIS COUNTY DEED RECORDS
- H.C.M.R. - HARRIS COUNTY MAP RECORDS
- IP - IRON PIPE
- IR - IRON ROD
- NO - NUMBER
- PG. - PAGE
- R.O.W. - RIGHT-OF-WAY
- SQ. FT. - SQUARE FEET
- VOL. - VOLUME
- B.L. - BUILDING LINE
- W.L.E. - WATER LINE EASEMENT
- S.S.E. - SANITARY SEWER EASEMENT
- C.O.T.U.E. - CITY OF TOMBALL UTILITY EASEMENT
- (S) - SET 5/8" CAPPED IR "WINDROSE"

OFFICE OF
TENESHA HUDSPETH
COUNTY CLERK, HARRIS COUNTY, TEXAS
MAP RECORDS OF COUNTY CLERK
FILM CODE 698466
TOMBALL BUSINESS AND TECHNOLOGY
PARK LOTS 4 AND 8 REPLAT
THIS IS PAGE 1 OF 5 PAGES
SCANNER CONTROL I24400
KEY MAP

TOMBALL BUSINESS AND TECHNOLOGY PARK LOTS 4 AND 8 REPLAT

A SUBDIVISION OF
25,1764 AC. / 1,096,682.87 SQ. FT.
BEING A REPLAT OF LOT 4 AND LOT 8, TOMBALL BUSINESS AND TECHNOLOGY PARK LOT 4 PARTIAL REPLAT, FILM CODE NO. 674930, H.C.M.R. SITUATED IN THE E. SMITH SURVEY, A-70 CITY OF TOMBALL, HARRIS COUNTY, TEXAS

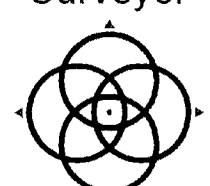
1 BLOCK 3 LOTS 2 RESERVES

SEPTEMBER 2021

Owners
Tomball Economic Development Corporation
P.O. Box 820
Tomball, TX 77375

Packers Plus Energy Services (USA) Inc.
11415 Spell Rd
Tomball, TX 77375

Surveyor



WINDROSE LAND SURVEYING I PLATTING

11111 RICHMOND AVE., SUITE 150 | HOUSTON, TX 77082 | 713.458.2281
FIRM REGISTRATION NO. 10108800 | WINDROSESERVICES.COM

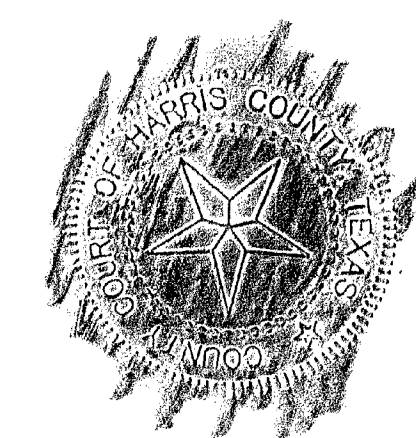
I, Tenesha Hudspeth, County Clerk of Harris County, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on March 15, 2022 at 3:04 o'clock P.M., and duly recorded on March 16, 2022, at 2:46 o'clock P.M., and at Film Code Number 698466 of the Map Records of Harris County for said county.

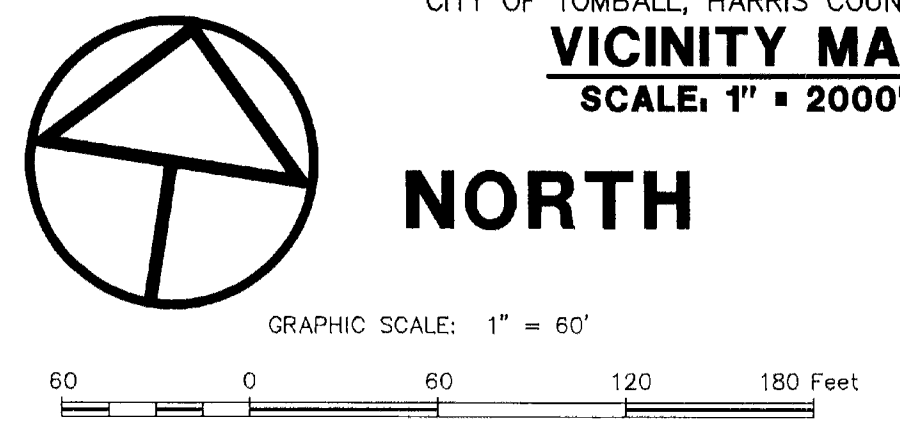
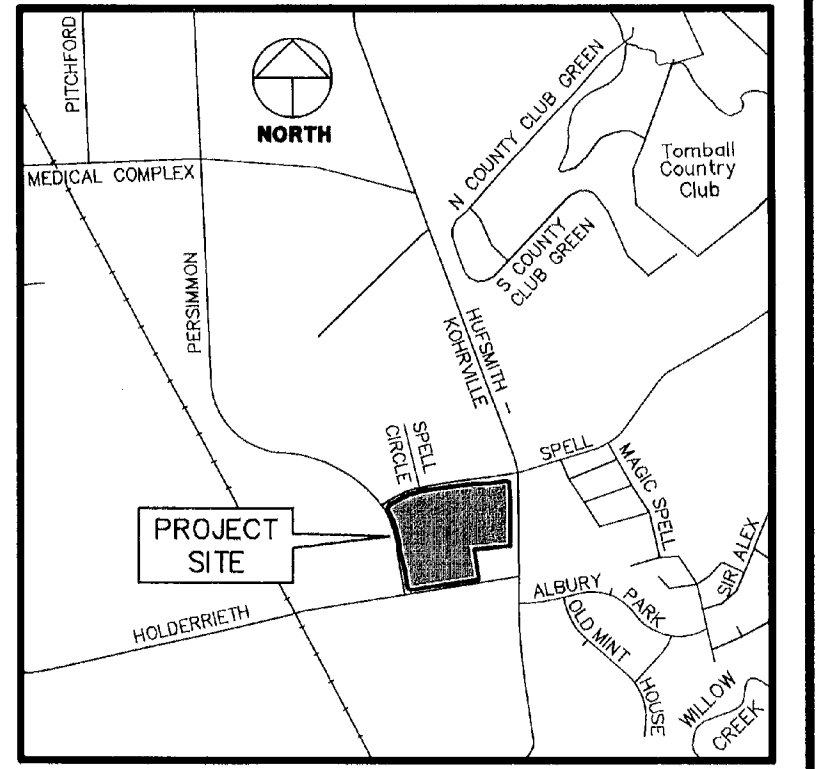
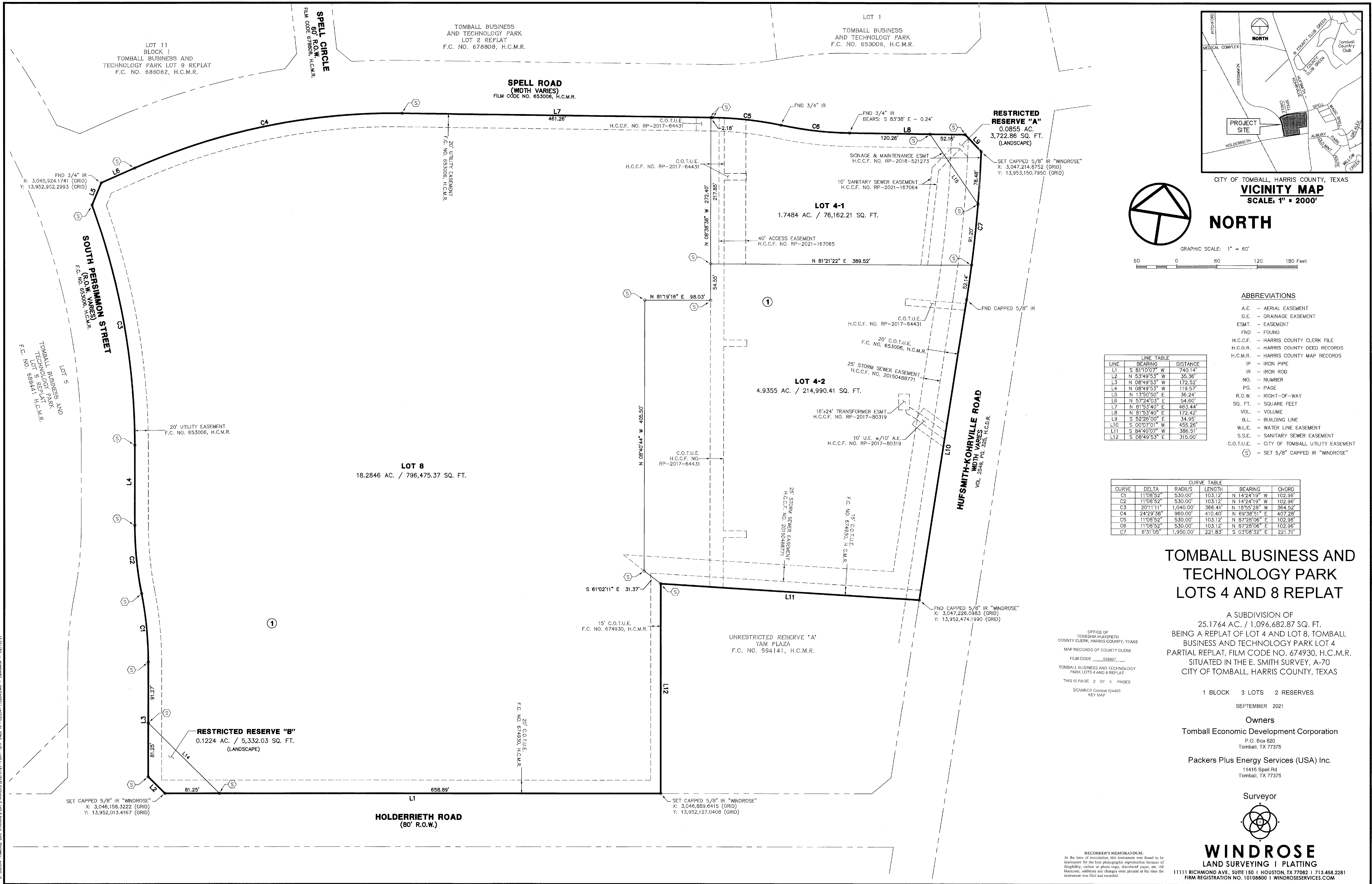
Witness my hand and seal of office, at Houston, the day and date last above written.

THIS CERTIFICATE IS VALID ONLY AS TO THE INSTRUMENT ON WHICH THE ORIGINAL SIGNATURE IS AFFIXED AND IS VOID IF THE STATE THAT SUCH INSTRUMENT IS NOT FILED OR CHANGED AFTER RECORDING.

TENESHA HUDSPETH
Tenesha Hudspeth
County Clerk
Of Harris County, Texas

By: *Christian Orma*
Deputy
CHRISTIAN ORMA





- ABBREVIATIONS**
- A.E. - AERIAL EASEMENT
 - D.E. - DRAINAGE EASEMENT
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 - FND - FOUND
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 - S.S.E. - SANITARY SEWER EASEMENT
 - C.O.T.U.E. - CITY OF TOMBALL UTILITY EASEMENT
 - (S) - SET 5/8" CAPPED IR "WINDROSE"

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 81°10'07" W	740.14'
L2	N 53°49'53" W	35.36'
L3	N 08°49'53" W	172.52'
L4	N 08°49'53" W	119.57'
L5	N 13°50'50" E	36.24'
L6	N 57°24'03" E	54.90'
L7	N 81°53'40" E	483.44'
L8	N 81°53'40" E	172.42'
L9	S 52°26'00" E	34.95'
L10	S 00°07'01" W	455.26'
L11	S 84°40'07" W	386.51'
L12	S 08°49'53" E	315.00'

CURVE TABLE

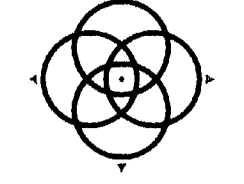
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	11°08'52"	530.00'	103.12'	N 14°24'19" W	102.96'
C2	11°08'52"	530.00'	103.12'	N 14°24'19" W	102.96'
C3	20°11'11"	1,040.00'	366.41'	N 13°55'28" W	364.52'
C4	24°29'38"	960.00'	410.40'	N 69°38'51" E	407.28'
C5	11°08'52"	530.00'	103.12'	N 87°28'06" E	102.96'
C6	11°08'52"	530.00'	103.12'	N 87°28'06" E	102.96'
C7	8°31'05"	1,950.00'	221.83'	S 03°08'32" E	221.71'

TOMBALL BUSINESS AND TECHNOLOGY PARK LOTS 4 AND 8 REPLAT

A SUBDIVISION OF 25.1764 AC. / 1,096,682.87 SQ. FT. BEING A REPLAT OF LOT 4 AND LOT 8, TOMBALL BUSINESS AND TECHNOLOGY PARK LOT 4 PARTIAL REPLAT, FILM CODE NO. 674930, H.C.M.R. SITUATED IN THE E. SMITH SURVEY, A-70 CITY OF TOMBALL, HARRIS COUNTY, TEXAS

1 BLOCK 3 LOTS 2 RESERVES
 SEPTEMBER 2021
Owners
 Tomball Economic Development Corporation
 P.O. Box 820
 Tomball, TX 77375
 Packers Plus Energy Services (USA) Inc.
 11415 Spell Rd
 Tomball, TX 77375

Surveyor



WINDROSE
 LAND SURVEYING | PLATTING

11111 RICHMOND AVE., SUITE 150 | HOUSTON, TX 77082 | 713.458.2281
 FIRM REGISTRATION NO. 10108800 | WINDROSESERVICES.COM

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

Z:\30334-TOMBALL DC STAMPS\PLAT\PACKERS\20210727-PLAT-TRP-L&E-RP-62534-112684.DWG - LAGANA - 09/10/21



COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED. ©Texas Association of REALTORS®, Inc. 2021

1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Tomball Economic Development Corporation

Address: P.O. Box 820, Tomball, TX 77377

Phone: (281)401-4086

E-mail: KViolette@tomballtxedc.org

Fax: (281)351-7223

Other:

Buyer: West Woodland Business Park, LLC

Address: 10655 Six Pines Dr, Suite 160, The Woodlands, TX 77380

Phone: (281)210-0093

E-mail: rob@newcorcre.com

Fax:

Other:

2. PROPERTY:

A. "Property" means that real property situated in Harris County, Texas at Spell Rd, Tomball, TX 77375

(address) and that is legally described on the attached Exhibit - or as follows: being approximately 0.6061 of 1 acre of land, more or less, out of Lot 8 of the Tomball Business And Technology Park Lots 4 And 8 Replat, Tomball, Harris County, Texas and as depicted on the Site Map attached hereto as Exhibit "A" and being incorporated herein.

B. Seller will sell and convey the Property together with:

- (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
(2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
(3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.) (If mineral rights are to be reserved an appropriate addendum should be attached.)

3. SALES PRICE:

A. At or before closing, Buyer will pay the following sales price for the Property:

- (1) Cash portion payable by Buyer at closing \$ 135,968.84
(2) Sum of all financing described in Paragraph 4 \$
(3) Sales price (sum of 3A(1) and 3A(2)) \$ 135,968.84

(TXR-1802) 09-01-21

Initialed for Identification by Seller and Buyer

DS RB

Page 1 of 14

Commercial Contract - Unimproved Property concerning Spell Rd, Tomball, TX 77375

B. Adjustment to Sales Price: (Check (1) or (2) only.)

- (1) The sales price will not be adjusted based on a survey.
- (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ 5.15 per:

- (i) square foot of total area net area.
- (ii) acre of total area net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

- (i) public roadways;
- (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
- (iii) _____

(c) If the sales price is adjusted by more than 5.000 % of the stated sales price, either party may terminate this contract by providing written notice to the other party within 10 days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. **FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

A. Third Party Financing: One or more third party loans in the total amount of \$ _____ This contract:

- (1) is not contingent upon Buyer obtaining third party financing.
- (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).

B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____.

C. Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ _____.

5. **EARNEST MONEY:**

A. Not later than 3 days after the effective date, Buyer must deposit \$ \$2,500.00 as earnest money with Stewart Title - Tomball (title company) at 14080 FM 2920, Ste E, Tomball, TX 77377 (address) Jane Mathews (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:

- (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
- (ii) _____

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

Commercial Contract - Unimproved Property concerning Spell Rd, Tomball, TX 77375

6. TITLE POLICY AND SURVEY:

A. Title Policy:

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
 - (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
 - (a) will not be amended or deleted from the title policy.
 - (b) May be amended to read "shortages in areas" at the expense of Buyer Seller.
- (3) Within 10 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 20 days after the effective date:

- (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. ~~Seller will reimburse Buyer _____ (insert amount) of the cost of the survey at closing, if closing occurs.~~
- (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 20 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for the updating party to deliver an acceptable survey within the time required. ~~The other party will reimburse the updating party _____ (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.~~

C. Buyer's Objections to the Commitment and Survey:

- (1) Within 5 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new

Commercial Contract - Unimproved Property concerning Spell Rd, Tomball, TX 77375

document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition ~~except that Seller, at Seller's expense, will complete the following before closing:~~ _____

B. Feasibility Period: Buyer may terminate this contract for any reason within _____ days after the effective date (feasibility period) by providing Seller written notice of termination: **WAIVED BY THE PARTIES**

(1) Independent Consideration. (Check only one box and insert amounts.)

(a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ _____ that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

(b) Not later than 3 days after the effective date, Buyer must pay Seller \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional _____ days by depositing additional earnest money in the amount of \$ _____ with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(TXR-1802) 09-01-21

Initialed for Identification by Seller _____ and Buyer _____

DS
EB

Page 4 of 14

Commercial Contract - Unimproved Property concerning Spell Rd, Tomball, TX 77375

(2) Buyer must:

- (a) employ only trained and qualified inspectors and assessors;
- (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
- (c) abide by any reasonable entry rules or requirements of Seller;
- (d) not interfere with existing operations or occupants of the Property; and
- (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within _____ days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*

- (a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- (d) copies property tax statements for the Property for the previous 2 calendar years;
- (e) plats of the Property;
- (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
- (g) _____

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES: NONE IN EFFECT.

~~A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller~~

Commercial Contract - Unimproved Property concerning Spell Rd, Tomball, TX 77375

~~must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:~~

- ~~(1) any failure by Seller to comply with Seller's obligations under the leases;~~
- ~~(2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;~~
- ~~(3) any advance sums paid by a tenant under any lease;~~
- ~~(4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and~~
- ~~(5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.~~

~~B. Estoppel Certificates. Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1999 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.~~

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Colliers International Houston Inc

Cooperating Broker: Newcor Commercial Woodlands, LLC

Agent: Tom Condon, Jr.

Agent: Robert Banzhaf

Address: 9950 Woodloch Forest Dr, Suite 1225
The Woodlands, TX 77380

Address: 10655 Six Pines Dr, Suite 160
The Woodlands, TX 77380

Phone & Fax: (713)830-4007 (713)830-4057

Phone & Fax: (281)210-3090

E-mail: tom.condon jr@colliers.com

E-mail: rob@newcorcrs.com

License No.: 0029114

License No.: 9007284

Principal Broker: (Check only one box)

- represents Seller only.
- represents Buyer only.
- is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

(1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

(2) Only upon the closing and funding of this sale, Seller will pay:

Principal Broker a total cash fee of:

3.000 % of the sales price.

Cooperating Broker a total cash fee of:

3.000 % of the sales price.

The cash fees will be paid in Harris County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

Commercial Contract - Unimproved Property concerning Spell Rd, Tomball, TX 77375

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before ~~the later of:~~

(1) 30 days after the ~~expiration of the feasibility period.~~ Effective Date.
 _____ (specific date).

~~(2) 7 days after objections made under Paragraph 9C have been cured or waived.~~

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

C. At closing, Seller will execute and deliver, at Seller's expense, a general special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:

- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
- (2) without any assumed loans in default; and
- (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:

- (1) tax statements showing no delinquent taxes on the Property;
- (2) ~~an assignment of all leases to or on the Property;~~
- (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
- (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
- (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
- (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.

E. At closing, Buyer will:

- (1) pay the sales price in good funds acceptable to the title company;
- (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
- (3) ~~sign and send to each tenant in a lease for any part of the Property a written statement that:~~
~~(a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and~~
~~(b) specifies the exact dollar amount of the security deposit;~~
- (4) ~~sign an assumption of all leases then in effect; and~~
- (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual ^{with PS} without any additional clauses.

(TXR-1802) 09-01-21

Initialed for Identification by Seller _____ and Buyer PS

Page 7 of 14

Commercial Contract - Unimproved Property concerning Spell Rd, Tomball, TX 77375

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

This Contract is subject to the terms and conditions of the Special Provisions Addendum attached hereto and incorporated herein.

13. SALES EXPENSES:

A. **Seller's Expenses:** Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

B. **Buyer's Expenses:** Buyer will pay for the following at or before closing:

- (1) all loan expenses and fees;
- (2) preparation of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee;
- (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. **Prorations:**

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. **Rollback Taxes:** If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

(TXR-1802) 09-01-21

Initialed for Identification by Seller _____ and Buyer _____

DS
RB

Page 8 of 14

Commercial Contract - Unimproved Property concerning Spell Rd, Tomball, TX 77375

- C. **Rent and Security Deposits:** At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; ~~or~~
(~~Check if applicable~~)
 ~~enforce specific performance, or seek such other relief as may be provided by law.~~
- B. If, without fault, Seller is unable within the time allowed to deliver the ~~estoppel certificates~~, survey or the commitment, Buyer may:
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) extend the time for performance up to 15 days ~~and the closing will be extended as necessary.~~
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may: as Buyer's sole remedy(ies):
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) enforce specific performance, ~~or seek such other relief as may be provided by law, or both.~~

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
- B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
 - (1) Seller and the sales price will be reduced by the same amount; or
 - (2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the ~~creditors~~.

(TXR-1802) 09-01-21

Initialed for Identification by Seller _____ and Buyer 

Commercial Contract - Unimproved Property concerning Spell Rd. Tomball, TX 77375

- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursal of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. Seller Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

- A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
- B. Except as otherwise provided in this contract, Seller is not aware of:
- (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

(TXR-1802) 09-01-21

Initialed for Identification by Seller _____, _____ and Buyer RB

Page 10 of 14

Commercial Contract - Unimproved Property concerning Spell Rd, Tomball, TX 77375

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: *(Check all that apply.)*
- (1) Property Description Exhibit identified in Paragraph 2;
 - (2) Commercial Contract Financing Addendum (TXR-1931);
 - (3) Commercial Property Condition Statement (TXR-1408);
 - (4) Commercial Contract Addendum for Special Provisions (TXR-1940);
 - (5) Notice to Purchaser of Real Property in a Water District (MUD);
 - (6) Addendum for Coastal Area Property (TXR-1915);
 - (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
 - (8) Information About Brokerage Services (TXR-2501);
 - (9) Information About Mineral Clauses in Contract Forms (TXR-2509);
 - (10) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID); and
 - (11) **Special Provisions Addendum**

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

- E. ~~Buyer may may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.~~

23. **TIME:** Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. **EFFECTIVE DATE:** The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities

(TXR-1802) 09-01-21

Initialed for Identification by Seller _____ and Buyer FB

Page 11 of 14

Commercial Contract - Unimproved Property concerning Spell Rd. Tomball, TX 77375

necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- I. **LICENSE HOLDER DISCLOSURE:** Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____.
- J. **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- 26. CONTRACT AS OFFER:** The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on November 16, 2022, the offer will lapse and become null and void.

(TXR-1802) 09-01-21

Initialed for Identification by Seller _____ and Buyer 

Page 12 of 14


Commercial Contract - Unimproved Property concerning Spell Rd, Tomball, TX 77375

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: Tomball Economic Development Corporation

Buyer: West Woodland Business Park, LLC

By: _____
By (signature): _____
Printed Name: Kelly Violette
Title: Executive Director

By: _____
By (signature): 
Printed Name: Robert Banzhaf
Title: Managing Member

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

Commercial Contract -Unimproved Property concerning Spell Rd, Tomball, TX 77375

~~AGREEMENT BETWEEN BROKERS~~
~~(use only if Paragraph 9B(1) is effective)~~

~~Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:~~
 ~~\$ _____, or~~
 ~~_____ % of the sales price, or~~
 ~~_____ % of the Principal Broker's fee.~~

~~The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.~~

~~Principal Broker: _____ Cooperating Broker: _____~~

~~By: _____ By: _____~~

ATTORNEYS

Seller's attorney: Justin Pruitt
Olson & Olson, L.L.P.

Buyer's attorney: _____

Address: 2727 Allen Parkway, Ste 600
Houston, TX 77019

Address: _____

Phone & Fax: (713)533-3878 (713)533-3888

Phone & Fax: _____

E-mail: jpruitt@olsonllp.com

E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:

Buyer's attorney requests copies of documents, notices, and other information:

- the title company sends to Seller.
- Buyer sends to Seller.

- the title company sends to Buyer.
- Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

- A. the contract on this day _____ (effective date);
- B. earnest money in the amount of \$ _____ in the form of _____ on _____.

Title company: _____ Address: _____

By: _____ Phone & Fax: _____

Assigned file number (GF#): _____ E-mail: _____

DS

**SPECIAL PROVISIONS ADDENDUM
TO
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY**

This Special Provisions Addendum to Commercial Contract - Unimproved Property ("Addendum") is entered into between **TOMBALL ECONOMIC DEVELOPMENT CORPORATION** ("Seller") and **WEST WOODLAND BUSINESS PARK, LLC** ("Buyer") in order to amend the terms of a Commercial Contract - Unimproved Property contract ("Contract") entered into contemporaneously with the execution of this Addendum with respect to the approximately 0.6061 of 1 acre of land out of LOT 8 in the Tomball Business and Technology Park (the "Property").


Seller and Buyer agree as follows:

1. Re-platting of Lots 4-1 and 8. Buyer, at Buyers expense, shall be responsible for the re-platting of Lots 4-1 and 8 post-Closing. Buyer to use commercially reasonable efforts to initiate and complete the re-platting process as soon after the Closing as reasonably possible. Seller agrees to cooperate in the re-platting process.
2. Commencement of Post-Closing Construction. Buyer shall have eighteen (18) months from closing to Commence Construction of a proposed building. The inclusion of the Site Map as Exhibit "A" to this Contract does not imply approval thereof by any regulatory authority. As used herein, the term "Commence Construction" shall mean that Buyer shall have (i) obtained any and all permits, authorizations, or other approvals required for the building construction, and (ii) actually commenced construction of the building. If Buyer fails to commence construction within the aforementioned timeframe then Buyer shall be in default and Seller shall have the right to repurchase the Property at the same per square foot price as it was acquired by Buyer. The provisions of this Section 2 shall survive Closing.
3. Assignment. Buyer has the right to assign the Contract at any time without the consent of Seller to a related entity in which Buyer has a controlling interest that exceeds 39%, so long as written notice is provided to Seller at least ten (10) days prior to Closing, the new buyer assumes all of the obligations of the Buyer under the terms of this Contract and the original Buyer is not relieved of any obligation under the Contract. Any other assignment requires Seller's prior written approval, which such approval shall not be unreasonably withheld.
4. Right of Access Agreement. Simultaneous with the Effective Date of the Contract, Seller shall provide Buyer with a "Right of Access" Agreement, which upon Buyer's execution of same will allow Buyer and his consultants to perform Due Diligence studies, tests and reports, including the limited clearing of underbrush, on the Property.
5. Signatures. Facsimile, emailed and/or electronic signatures shall be deemed same as originals for purposes of formation hereunder.
6. Terms. Defined and capitalized terms in this Addendum will have the same meaning as in the Contract, unless otherwise indicated.
7. Ratification. Except as amended, the Contract is ratified and affirmed.

- 8. Merger. All prior oral agreements of the parties are merged into the terms of the Contract and this Addendum.
- 9. Conflict. In the event of a direct conflict between the terms of this Addendum and the Contract, the terms of this Addendum will control.

BUYER:

WEST WOODLAND BUSINESS PARK, LLC

DocuSigned by:

By: _____
508EEFC3492C49D
Robert Banzhaf,
Managing Member

SELLER:

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____
Kelly Violette,
Executive Director



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.



TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an Intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Colliers International Houston, Inc.	29114	houston.info@colliers.com	+1 713 222 2111
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
David Lee Carter	364568	david.carter@colliers.com	+1 713 830 2135
Designated Broker of Firm	License No.	Email	Phone
Patrick Duffy, MCR	604308	patrick.duffy@colliers.com	+1 713 830 2112
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Tom Condon, Jr. ds	419324	tom.condon.jr@colliers.com	+1 713 830 4007
Sales Agent/Associate's Name	License No.	Email	Phone

11/8/2022

Buyer/Tenant/Seller/Landlord Initials

Date

Regular Tomball EDC Agenda Item Data Sheet

Meeting Date: November 15, 2022

Topic:

TEDC Quarterly update on 2022-2023 Strategic Work Plan.

Background:

Origination: Kelly Violette, Executive Director

Recommendation: Presentation item only.

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____
Staff Member-TEDC Date

Approved by _____
Executive Director-TEDC Date

2022 – 2023 STRATEGIC PLAN: QUARTERLY UPDATE

GOAL 1: BUSINESS RETENTION & EXPANSION (BRE)

To continually engage and assist in the success of Tomball businesses.

1. Conduct 12 BRE on-site or virtual visits per quarter and report feedback from visits to board.
2. Conduct an annual online business survey to identify and manage business needs.
3. Develop a Grow Tomball initiative to highlight and promote local businesses.
 - (a) Share success stories on the Tomball EDC website.
 - (b) Create Tomball EDC podcasts.
 - (c) Develop video stories to be added to the Tomball EDC website.
4. Produce programming that meets the needs of the existing industry in Tomball.
 - (a) Host business networking events to continually engage community stakeholders.
5. Provide resources/access to information to assist local businesses with demographic and market data.

STATUS/UPDATES

- 12 site visits have been conducted with the necessary follow up from each visit.
- A Business Retention and Expansion (BRE) Survey will be sent out Q1 of 2023.
- 4 new success stories have been added to the TEDC website. These will be updated quarterly.
- Staff is working with Beefy Marketing regarding TEDC Sponsored Podcasts.
- Waiting for quotes back from Moffett Productions on Video Productions.
- A business networking event ("Mix N Jingle") is planned for December 8th at Paradigm Brewing Co.
- Working with Size Up Tomball- to promote a business intelligence software that is available on the TEDC website.

GOAL 2: ATTRACTION & RECRUITMENT

Recruit and secure new businesses/industry that are suitable for Tomball.

1. Enhance Tomball's image as a community of choice through marketing and branding efforts.
 2. Continue developing and strengthening ties with business allies, site selectors, brokers, and developers.
 3. Support infill and redevelopment opportunities to attract new private sector investment.
 4. Support local and emerging entrepreneurs.
 - (a) Partner with local landowners, developers, and investors to create co-working spaces.
 - (b) Provide training opportunities.
 5. To have 100% of available Business & Technology Park property sold or under contract.
 6. Explore needed infrastructure in target areas: identify where TEDC need to invest and entities with which to partner.
-

STATUS/UPDATES

- Marketing and Branding efforts continue to be updated to reflect a "We Mean Business" theme.
- Initiated a Social Media Campaign to strengthen TEDC's identity and resources.
- Participated as a presenter at Tomball Farmers Market Small Business Class: "Next Steps needed to grow your business to the next level"
- The Tomball Business & Technology Park is currently 78% sold. The sale of Lot 8 will bring us to 100%.
- Ongoing coordination with COT regarding needed infrastructure in target areas.

GOAL 3: DEVELOPMENT/REDEVELOPMENT OF OLD TOWN

To encourage quality investment in Tomball's Old Town

1. Partner with the City of Tomball on targeted infrastructure improvements (alleyways, parking, wayfinding, etc.) that enhance Old Town's tourism readiness and experience, starting with alleyway assistance.
 - (a.) Partner with stakeholders to help minimize construction disruption and to provide additional marketing assistance for those businesses who do experience disruption.
2. Initiate the redevelopment of the South Live Oak Business Park Project.
3. Continue to promote incentives and explore additional ways to encourage upgrades to properties in Old Town.
4. Invest in strategic anchor projects that have the potential to catalyze development in Old Town.
5. Continue to partner with the Greater Tomball Area Chamber of Commerce to further develop and support a shop local initiative.

STATUS/UPDATES

- Multiple/ongoing meetings with consultants and city staff regarding alleyways.
- Facilitated numerous meetings with Old Town property owners, tenants and business owners regarding alleyway project.
- 2 Meetings with SLI Group (Build to Suit Architect Firm) regarding renderings for South Live Oak redevelopment.
- Continuing to evaluate catalyst projects including the First Baptist Church site.
- TEDC incentivized successful monthly Shop & Stroll's that were held in Old Town Tomball in June, August, and October.
- Designed the upcoming Shop Local pole banners in partnership with the GTACC.
- Developing a "Made in Tomball" program that will spotlight and support Tomball businesses and products.

GOAL 4: EDUCATION & WORKFORCE DEVELOPMENT

Partner with local/regional education institutions, City of Tomball, Greater Tomball Area Chamber of Commerce, and local industries to further develop youth workforce initiatives.

1. Research and evaluate workforce programs and partner with local organizations to define areas of need and interest.
2. Enhance existing STEM initiative to reach more industry partners.
3. Continue to work with local/regional education institutions to support a Grow Tomball - Youth Program.
 - (a) Work with education institutions to host job/career fairs
 - (b) Create a job board for High School Students on the TEDC Website
 - (c) Continue to work with industry partners to create pathways for CTE students to enter the workforce.
 - (d) Create an apprenticeship/internship program.

STATUS/UPDATES

- Working with Susan Dixon, Workforce Solutions -Gulf Coast Workforce Board to discuss/apply for High Demand Job Training programs.
- Working with TISD, to finalize 2023 youth workforce initiative calendar.
- Serve on the Tomball ISD – CTE Advisory Board (Semi-Annual) Meetings to ensure that Tomball ISD and industry needs are promoting the 21st century skills that students will need.
- Serve on the TISD P-TECH Committee Meetings to further the partnership between TISD, LSC-Tomball, and HCA.
- Working with TISD and Industry partners to develop a 2023 apprenticeship/internship pilot program.