NOTICE OF REGULAR CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS

Monday, July 21, 2025
6:00 P.M.

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, July 21, 2025 at 6:00 P.M., City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council 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 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: 865 3499 7145 Passcode 309647.** 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 - Led by Craig Gilbert, Rose Hill Methodist Church

C. Pledges to U.S. and Texas 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

1. Announcements

I. Upcoming Events:

- August 1, 2025 – Kids Club from 8 – 10 a.m. at Jerry Matheson Pool

- August 1, 2025 – 53rd Annual Tomball Night from 5 – 10 p.m. at 100-300 block of Market St.

- August 14, 2025 – Kaffeeklatsch (Lone Star College- Tomball Library) from 8:30 – 10 a.m. at Tomball Community Center

2. Reports by City staff and members of council about items of community interest on which no action will be taken:

F. Old Business Consent Agenda: *[All matters listed under Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item in question will be removed from the Consent Agenda and will be considered separately. Information concerning Consent Agenda items is available for public review.]*

1. Amend and approve Resolution No. 2025-25, a Resolution of the City Council of the City of Tomball, Texas, declaring the intention of the City of Tomball, Texas, to institute proceedings to annex certain territory; describing such territory; setting August 4, 2025 at 6 o'clock P.M. as the date and time for a public hearing at which all interested parties shall have an opportunity to be heard; providing for a notice of publication of such public hearings; and directing preparation of a municipal service plan for the territory proposed to be annexed (21714, 21830, and 22110 Huffsmith Kohrville Road, Tomball, Tx 773750.8041 of one acre or 35,206 square feet of land situated in the Elizabeth Smith Survey, Abstract Number 70, Harris County, Texas; 31.994 acres of land situated in the Jess Pruitt Survey, Abstract Number 629, Harris County, Texas; and 17.307 acres of land situated in the Jess Pruitt Survey, Abstract Number 629, Harris County, Texas); and providing for severability.

G. New Business Consent Agenda: *[All matters listed under Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item in question will be removed from the Consent Agenda and will be considered separately. Information concerning Consent Agenda items is available for public review.]*

1. Approve Minutes of July 7, 2025, Special and Regular City Council meetings.

2. Approve a professional services agreement with Oller Engineering, Inc for engineering services related to the Disaster Recovery Reallocation Program (DRRP) Grant Program for a not-to-exceed amount of $142,874.75, therefor, and authorize the City Manager to execute any and all documents related to the services.

These expenditures are to be paid from grant funds received from the Disaster Recovery Reallocation Program (DRRP).

3. Approve the purchase of hardware, workstations and other equipment and supplies from Dell Technologies through the Texas Department of Information Resources (DIR-CPO-5792) for a not-to-exceed amount of $75,000, authorize the expenditure of funds thereof, and authorize the City Manager to execute any and all related documents. This expenditure is included in the FY 2024-2025 budget.

4. Authorize annual spending exceeding $50,000 from Siddons-Martin in accordance with the Purchasing and Bidding Policy for Fiscal Year 2024-2025. These purchases are within the Fiscal Year 2024-2025 budget.

H. New Business

1. Approve a Memorandum of Understanding with FLS Development, LLC pertaining to the Graylou Grove development, and authorize the City Manager to execute any and all related documents.

2. Conduct a public hearing and consideration to approve Zoning Case Z25-07: Request by Paul and Brenda Mladenka, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 9.565 acres of land legally described as Lots 378 and 381 of Tomball Outlots from Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1811 South Persimmon Street, within the City of Tomball, Harris County, Texas.

   Adopt, on First Reading, Ordinance No. 2025-19, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 9.565 acres of land legally described as Lots 378 and 381 of Tomball Outlots from Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1811 South Persimmon Street, within the City of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

3. Conduct a public hearing and consideration to approve Zoning Case Z25-08: Request by James and Patricia Case, represented by Shawn Ballard, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 8.07 acres of land legally described as being Lots 286-A and 289 of Tomball Outlots and Lot 289-A, Block 1 of Case Tract from the Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1514 South Persimmon Street, within the City of Tomball, Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2025-20, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately 8.07 acres of land legally described as being Lots 286-A and 289 of Tomball Outlots and Lot 289-A, Block 1 of Case Tract from the Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1514 South Persimmon Street, within the City of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

4. Conduct a public hearing and consideration to approve Zoning Case Z25-09: Request by FLS Development LLC, represented by William Shawn Speer and Kyle Friedman, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 49.301 acres of land legally described as being portions of Lots 489 through 498 of Tomball Outlots as well as all of Lot 1 & Reserve A in Block 1 of Brandt Holdings subdivision from the Commercial (C) & Agricultural (AG) to the Planned Development (PD) zoning district. The properties are generally located within the 21000 – 22000 blocks (east side) of Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2025-23, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 49.301 acres of land legally described as being portions of Lots 489 through 498 of Tomball Outlots as well as all of Lot 1 & Reserve A in Block 1 of Brandt Holdings subdivision from the Commercial (C) & Agricultural (AG) to the Planned Development (PD) zoning district. The properties are generally located within the 21000 – 22000 blocks (east side) of Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

5. Conduct a public hearing and consideration to approve Conditional Use Permit Case CUP25-05: Request by Hufsmith – Kohrville Business Park LLC, represented by William Lawrence and Spetza Roasting Co. LLC, for a Conditional Use Permit to allow the land use of “Coffee roasting” within the City of Tomball’s Commercial (C) zoning district. This request affects approximately 3.7869 acres of land legally described as being Lot 2, Block 1 of Huffsmith-2978 Replat No 1. The property is located at 22525 Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2025-24, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by granting a Conditional Use Permit (CUP) to allow the land use of “Coffee roasting” within the City of Tomball’s Commercial (C) zoning district. This request

affects approximately 3.7869 acres of land legally described as being Lot 2, Block 1 of Huffsmith-2978 Replat No 1. The property is located at 22525 Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas; providing for penalty of an amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

6. Conduct Public Hearing of the City Council of the City of Tomball to consider proposed Levy of Assessments for authorized improvements within the Wood Leaf Reserve Public Improvement District in the City of Tomball, Public Improvement District Number 11 (PID 11), established by City Council Resolution No. 2021-04. The proposed Service and Assessment Plan complies with the requirements of the approved Development Agreement as approved by City Council on January 18, 2021.

7. Adopt, on First Reading, Ordinance Number 2025-25, an Ordinance of the City Council of Tomball, Texas, Approving a Service and Assessment Plan and Assessment Roll for Improvement Area #3 (IA3) Projects for the Wood Leaf Reserve Public Improvement District (the "District"); Making a Finding of Special Benefit to Certain Property in the District; Levying Assessments against Certain Property within the District and Establishing a Lien on Such Property; Providing for Payment of the Assessment in Accordance with Chapter 372, Texas Local Government Code, as Amended; Providing for the Method of Assessment and the Payment of the Assessments; Providing Penalties and Interest on Delinquent Assessments; Providing for Severability and Providing an Effective Date.

8. Adopt, on First Reading, Ordinance No. 2025-26, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Seven Oaks Public Improvement District Number 14 (PID 14).

9. Consideration of First Reading of Ordinance No. 2025-28, an Ordinance of the City Council of the City of Tomball, Texas, regarding release of the property (approximately 8.697 acres) located at 0 SH 249, Tomball, Texas 77375, in Harris County, and legally described as TR 5A-3, ABST 6325 C N Pillot, from the extraterritorial jurisdiction of the City of Tomball; providing for severability; and containing other provisions relating to the subject.

10. Approve Resolution No. 2025-28, a Resolution of the City Council of the City of Tomball, Texas, declaring the intention of the City of Tomball, Texas, to institute proceedings to annex certain territory ; describing such territory; setting August 18, 2025 at 6 o'clock P.M. as the date and time for a public hearing at which all interested parties shall have an opportunity to be heard; providing for a notice of publication of such public hearings; and directing preparation of a municipal service plan for the territory proposed to be annexed (0 Zion Rd., Tract 18 & 13130

Zion Rd., Tract 25, Joseph Miller Survey, Abstract No. 50); and providing for severability.

11. Approve, on First Reading, Resolution No. 2025-29-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Old Town Façade Improvement Grant by and between the Corporation and Coaches Cigar Lounge, LLC to make direct incentives to, or expenditures for, building improvements for new or expanded business enterprise to be located at 414 E Main Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed $50,000.00.

12. Approve, on First Reading, Resolution No. 2025-30-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Old Town Façade Improvement Grant by and between the Corporation and Raymond Street Professional Suites, LLC to make direct incentives to, or expenditures for, building improvements for new or expanded business enterprise to be located at 203 Raymond Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed $40,000.00.

13. Approve, on First Reading, Resolution No. 2025-31-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Innersculpt Studio, LLC, to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 27104 TX-249, Bldg. A, Ste 400, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed $10,000.00.

14. Approve, on First Reading, Resolution No. 2025-32-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Klauer Manufacturing Company to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 21609 Hufsmith Kohrville Rd, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed $10,000.00.

15. Approve, on First Reading, Resolution No. 2025-33-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Project of the Tomball Economic Development Corporation, the designation of Tomball Legacy Square, a redevelopment of the former First Baptist Church into an arts and cultural destination including a multipurpose venue in Old Town Tomball.

16. Discussion and possible action regarding the Tomball Economic Development Corporation (TEDC) Articles of Incorporation, Bylaws of the TEDC, and standard operating procedures

17. Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney's duty requires to be discussed in closed session

Sec. 551.072 – Deliberations regarding Real Property

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 18th day of July 2025 by 5:00 P.M., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

_____
Thomas Harris III, TRMC
City Secretary

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) 290-1019 for further information.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 21, 2025

Topic: Announcements of upcoming events

Upcoming Events:

- August 1, 2025 – Kids Club from 8 – 10 a.m. at Jerry Matheson Pool
- August 1, 2025 – 53rd Annual Tomball Night from 5 – 10 p.m. at 100-300 block of Market St.
- August 14, 2025 – Kaffeeklatsch (Lone Star College- Tomball Library) from 8:30 – 10 a.m. at Tomball Community Center

Background:

Origination: Marketing Department

Recommendation:

Party(ies) responsible for placing this item on agenda: Chrislord Templonuevo, Marketing Director

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 Date City Manager Date

Regular City Council
Agenda Item
Data Sheet

Meeting Date: July 21, 2025

Topic:

Amend and approve Resolution No. 2025-25, a Resolution of the City Council of the City of Tomball, Texas, declaring the intention of the City of Tomball, Texas, to institute proceedings to annex certain territory; describing such territory; setting August 4, 2025 at 6 o'clock P.M. as the date and time for a public hearing at which all interested parties shall have an opportunity to be heard; providing for a notice of publication of such public hearings; and directing preparation of a municipal service plan for the territory proposed to be annexed (0.8041 of one acre or 35,206 square feet of land situated in the Elizabeth Smith Survey, Abstract Number 70, Harris County, Texas; 31.994 acres of land situated in the Jess Pruitt Survey, Abstract Number 629, Harris County, Texas; and 17.307 acres of land situated in the Jess Pruitt Survey, Abstract Number 629, Harris County, Texas); and providing for severability.

Background:

FLS Development ("Requestor") submitted a consent annexation request to the City Secretary's Office on June 6, 2025. Upon initial review, City staff requested additional documentation, including:

1. A Certificate of Convenience and Necessity (CCN) release from Aqua Water to the City of Tomball for water and wastewater service
2. Clarification regarding "Tract 1," a non-contiguous parcel included in the annexation request
3. A copy of the warranty deed

The Requestor provided the requested materials, which were reviewed and approved by City staff on June 12, 2025.

Pursuant to Chapter 43 of the Texas Local Government Code (LGC), the City may proceed with a consent annexation when all affected landowners support the request. The City Council may choose to annex the proposed territory under Subchapter C-3 of LGC Chapter 43, enter into a written service agreement with the landowners, and call a public hearing to consider adoption of an annexation ordinance.

Origination: City Secretary's Office

Recommendation: Amendment and approval of Resolution No. 2025-25, declaring the intention of annexation and ordering a public hearing.

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by _____

Staff Member-TEDC Date Executive Director-TEDC Date

CITY OF TOMBALL
HARRIS COUNTY, TEXAS

RESOLUTION NO. 2025-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, DECLARING THE INTENTION TO INSTITUTE PROCEEDINGS TO ANNEX CERTAIN TERRITORY; DESCRIBING SUCH TERRITORY; SETTING *AUGUST 4, 2025* AT 6 O'CLOCK PM AS THE DATE AND TIME FOR PUBLIC HEARING AT WHICH ALL INTERESTED PARTIES SHALL HAVE AN OPPORTUNITY TO BE HEARD; PROVIDING FOR PUBLICATION OF SUCH NOTICE OF SAID PUBLIC HEARING; DIRECTING PREPARATION OF A MUNICIPAL SERVICE PLAN FOR THE TERRITORY PROPOSED TO BE ANNEXED (BEING 50.1051 ACRES CONSISTING OF 0.8041 OF ONE ACRE OR 35,026 SQUARE FEET OF LAND SITUATED IN THE ELIZABETH SMITH SURVEY, ABSTRACT NUMBER 70, HARRIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN UNRESTRICTED RESERVE "A" OF TOMBALL GREENS, A SUBDIVISION AS SHOWN ON MAP OR PLAT RECORDED UNDER FILM CODE NUMBER 440128 OF THE MAPS RECORDS OF HARRIS COUNTY, TEXAS; 31.994 ACRES OF LAND SITUATED IN THE JESSE PRUITT SURVEY, ABSTRACT NUMBER 629, HARRIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN RESIDUE OF CALLED 33.153 ACRES OF LAND DESCRIBED IN DEED RECORDED IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS, UNDER COUNTY CLERK'S FILE NUMBER U968294, A PORTION OF THOSE CERTAIN LOTS 489, 490, 495 AND 496 OF TOMBALL TOWNSITE, A SUBDIVISION AS SHOWN ON MAP OR PLAT RECORDED UNDER VOLUME 2, PAGE 65 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS AND THOSE CERTAIN LOTS 491, 492, 493 AND 494 OF SAID TOMBALL TOWNSITE; AND 17.307 ACRES OF LAND SITUATED IN THE JESSE PRUITT SURVEY, ABSTRACT NUMBER 629, HARRIS COUNTY, TEXAS, BEING THAT CERTAIN RESIDUE OF CALLED 1.1767 ACRES OF LAND DESCRIBED IN DEED RECORDED IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS, UNDER COUNTY CLERK'S FILE NUMBER 20120276873, THAT CERTAIN CALLED 5.678 ACRES OF LAND DESCRIBED IN DEED RECORDED IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS, UNDER COUNTY CLERK'S FILE NUMBER 20070687993, THAT CERTAIN RESIDUE OF CALLED 8.1479 ACRES OF LAND DESCRIBED IN DEED RECORDED IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS, UNDER COUNTY CLERK'S FILE NUMBER Y978757, THAT CERTAIN RESIDUE OF CALLED 4.998 ACRES OF LAND DESCRIBED IN DEED RECORDED IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS, UNDER COUNTY CLERK'S FIEL NUMBER 20110051826, THAT CERTAIN RESERVE "A" OF BRANDT HOLDING, A SUBDIVISION AS SHOWN ON MAP OR PLAT RECORDED UNDER FILM CODE NUMBER 679589 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS, THAT CERTAIN LOT 1, BLOCK 1 OF SAID BRANDT HOLDINGS AND A PORTION OF THOSE CERTAIN LOTS 496, 497 AND 498 OF TOMBALL TOWNSITE, A SUBDIVISION AS SHOWN ON MAP OR PLAT RECORDED

UNDER VOLUME 2, PAGE 65 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS); AND PROVIDING FOR SEVERABILITY.

*** * * * * * * * * ***

WHEREAS, FLS Development, a Texas limited liability company, acting through its agent, William Shawn Speer, is the owner (the "Owner") of a certain tracts of land being **50.1051** total acre consisting of the following:

- 0.8041 of one acre or 35,026 square feet of land situated in the Elizabeth Smith Survey, Abstract Number 70, Harris County, Texas, being a portion of that certain Unrestricted Reserve "A" of Tomball Greens, a subdivision as shown on map or plat recorded under Film Code Number 440128 of the Maps Records of Harris County, Texas; and

- 31.994 acres of land situated in the Jesse Pruitt Survey, Abstract Number 629, Harris County, Texas, being a portion of that certain residue of called 33.153 acres of land described in deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number U968294, a portion of those certain Lots 489, 490, 495 and 496 of Tomball Townsite, a subdivision as shown on map or plat recorded under Volume 2, Page 65 of the Map Records of Harris County, Texas and those certain Lots 491, 492, 493 and 494 of said Tomball Townsite; and

- 17.307 acres of land situated in the Jesse Pruitt Survey, Abstract Number 629, Harris County, Texas, being that certain residue of called 1.1767 acres of land described in deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number 20120276873, that certain called 5.678 acres of land described in deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number 20070687993, that certain residue of called 8.1479 acres of land described in deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number Y978757, that certain residue of called 4.998 acres of land described in deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's Fiel Number 20110051826, that certain Reserve "A" of Brandt Holding, a subdivision as shown on map or plat recorded under Film Code Number 679589 of the Map Records of Harris County, Texas, that certain Lot 1, Block 1 of said Brandt Holdings and a portion of those certain Lots 496, 497 and 498 of Tomball Townsite, a subdivision as shown on map or plat recorded under Volume 2, Page 65 of the Map Records of Harris County, Texas.

WHEREAS, the Owner has petitioned that the City of Tomball annex the Property into the City of Tomball; and

WHEREAS, Texas Local Government Code, at Section 43.0673 requires a municipality to conduct one public hearing prior to the adoption of an ordinance annexing the Property;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

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

Section 2. The City Council of the City of Tomball hereby declares its intention to institute proceedings to annex to the City the territory described in Exhibit "**A**" attached hereto and made a part hereof by the passage of an ordinance of annexation extending the general corporate limits of the City of Tomball for all purposes to include such territory.

Section 3. The City Council directs that the Council will hold a public hearing on ***AUGUST 4, 2025***, at the City Council Chambers at 401 Market Street, Tomball, Texas 77375, at 6 o'clock p.m., where all interested persons will be provided the opportunity to be heard on the requests for annexation of a 50.1051 acres tract of land as more fully described in the Exhibit "**A**".

Section 4. The City Secretary is directed to post notice of the public hearings in a newspaper of general circulation in the City once on or after the 20th day but before the 10th day before ***AUGUST 4, 2025***.

Section 5. The appropriate City departments are directed to prepare the Municipal Service Plan for the Property to include provisions for police protection; fire protection; solid waste collection, maintenance of water, wastewater, and gas facilities; operation and maintenance of roads and streets; operation and maintenance of parks, playground and swimming pools; and operation and maintenance of any other publicly owned facility, building, or service, as needed.

Section 7. In the event any clause phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstances 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 City Council of the City of Tomball, Texas, 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.

PASSED, APPROVED, AND RESOLVED this the 7th day of July, 2025.

_____
Lori Klein Quinn, Mayor

ATTEST:

_____
Thomas Harris III, City Secretary

Graylou Grove:
Consent Annexation Application

July 7, 2025

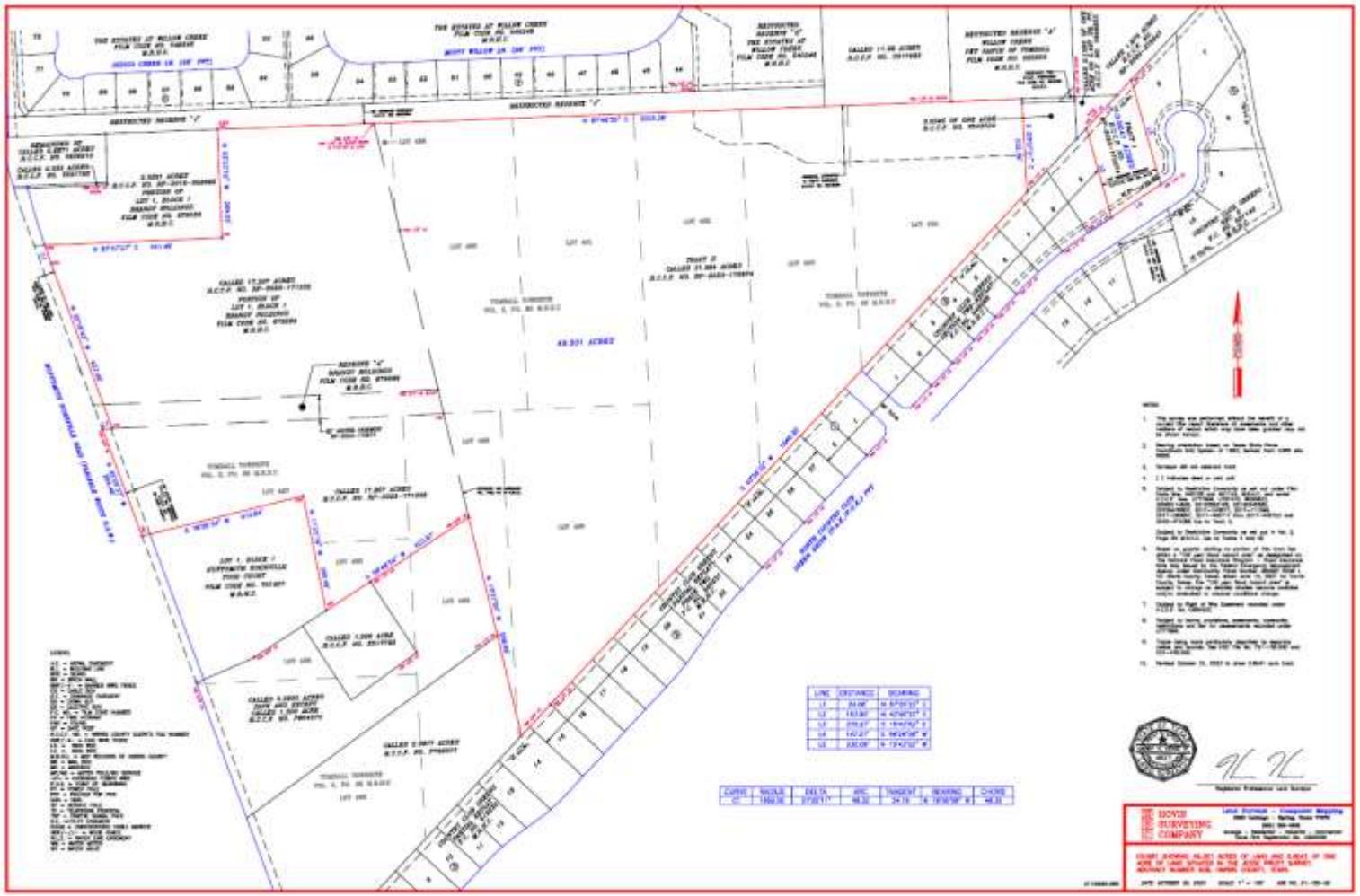
Presented by: City Secretary's Office, Community Development, Police, Fire, and Public Works

Purpose

- Request for City Council to order the public hearing and first reading of annexation ordinance
- Annexation by consent of all owners in accordance with Texas Local Government Code Chapter 43
- Required to provide full municipal utilities: water, wastewater, and gas

Property Overview

- Annexation Area Name: Graylou Grove
- Total Acres: 50.1051
- Current Zoning upon Annexation: Agricultural (AG)
- Location: Along Hufsmith-Kohrville Rd, contiguous to City limits
- Ownership: FLS Development, LLC
- Proof of Ownership & Consent: Documented and notarized in petition



Anticipated Development

- Residential
  - 88 Single-Family Homes
  - Estimated Value: $625,000 per unit

- Commercial
  - 45,000 sq ft General Retail (Type IIB Construction)
  - Estimated Value: $16 Million
  - Site Improvements: Landscaping, walking paths, signage, parking

Municipal Service Plan

- Police & Fire Protection: Serviceable via existing departments
- Water/Wastewater/Gas: Extensions initiated post-annexation
- Roads & Drainage: Public Works will assume maintenance jurisdiction
- Solid Waste Collection: Service begins upon occupancy
- No special districts or utility conflicts reported

Compliance & Readiness

- Property is within Tomball ETJ and contiguous*
- No appraisals under ag/timber/wildlife exemptions
- Platting and zoning requests pending with Community Development
- All annexation documents reviewed and signed by City departments

*Except Tract 1 on northeast is not a part of the annexation

Questions & Action Requested

- Action:
  - Motion to order a public hearing and first reading of Ordinance on July 21, 2025
  - Schedule a second reading if approved

- Questions from Council?

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 21, 2025

Topic:

Approve Minutes of July 7, 2025, Special and Regular City Council meetings.

Background:

Origination: City Secretary Office

Recommendation:

Approve Minutes

Party(ies) responsible for placing this item on agenda: Shannon Bennett, Assistant City Secretary

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 Date City Manager Date

MINUTES OF SPECIAL CITY COUNCIL MEETING - WORKSHOP
CITY OF TOMBALL, TEXAS

Monday, July 07, 2025
5:00 P.M.

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for July 07, 2025, 5:00 P.M., at 401 Market Street, Tomball, Texas 77375.

A. Mayor L. Klein Quinn called the meeting to order at 5:01P.M.

PRESENT:
Mayor Lori Klein Quinn
Council 1 John Ford
Council 2 Paul Garcia
Council 3 Dane Dunagin
Council 4 Lisa A. Covington
Council 5 Randy Parr

CITY STAFF PRESENT:
City Manager - David Esquivel
Assistant City Manager - Jessica Rogers
City Attorney – Loren Smith
City Secretary – Thomas Harris III
Assistant City Secretary – Shannon Bennett
Community Development Director – Craig Meyers
Fire Chief – Joe Sykora
Police Chief – Jeff Bert
Assistant Fire Chief – Jeff Cook
Human Resources Director - Kristie Lewis
Finance Director - Bragg Farmer
Budget Analyst- Hannah Brown
Public Works Director - Drew Huffman
Project Manager - Meagan Mageo
Director of Marketing & Tourism - Chrislord Templonuevo
Interim I.T. Director - Ben Lato
Judge- Brett Peabody
Summer Intern - Ki Provencher
Police Officer - Bryce Smith

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.]*

No comments were received.

C. General Discussion

1. Presentation and discussion of a legislative update including bills proposed or passed in the 89th Texas Legislative Session and their impact on City operations.

   Assistant City Manager Jessica Rogers provided Council with an update to the 89th Texas Legislative Session.

2. Presentation and discussion of the proposed schedule to adopt the FY 2025-2026 budget and tax rate.

   Assistant City Manager Jessica Rogers provided a proposed schedule for the FY 2025-2026 budget and tax rate.

D. Proposed Future Agenda Items (To be discussed in order or at Councils discretion, time permitting)

1. No Discussion was held by Council - Zoning Case Z25-09: Request by FLS Development LLC, represented by William Shawn Speer and Kyle Friedman, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 49.301 acres of land legally described as being portions of Lots 489 through 498 of Tomball Outlots as well as all of Lot 1 & Reserve A in Block 1 of Brandt Holdings subdivision from Commercial (C) & Agricultural (AG) to the Planned Development (PD) zoning district. The properties are generally located within the 2100 – 2200 blocks (east side) of Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas.

2. No Discussion was held by Council - Conditional Use Permit Case CUP25-05: Request by Hufsmith – Kohrville Business Park LLC, represented by William Lawrence and Spetza Roasting Co. LLC, for a Conditional Use Permit to allow the land use of “Coffee roasting” within the City of Tomball’s Commercial (C) zoning district. This request affects approximately 3.7869 acres of land legally described as being Lot 2, Block 1 of Huffsmith-2978 Replat No 1. The property is located at 22525 Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas.

3. No Discussion was held by Council - Adopt, on First Reading, Ordinance Number 2025-25, an Ordinance of the City Council of Tomball, Texas, Approving a Service and Assessment Plan and Assessment Roll for Improvement Area #3 (IA3) Projects for the Wood Leaf Reserve Public Improvement District (the "District"); Making a Finding of Special Benefit to Certain Property in the District; Levying Assessments against Certain Property within the District and Establishing a Lien on Such Property; Providing for Payment of the Assessment in Accordance with Chapter 372, Texas Local Government Code, as Amended; Providing for the Method of Assessment and the Payment of the Assessments; Providing Penalties and Interest on Delinquent Assessments; Providing for Severability and Providing an Effective Date.

4. No Discussion was held by Council - Adopt, on First Reading, Ordinance No. 2025-26, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Seven Oaks Public Improvement District Number 14 (PID 14).

E. Mayor Lori Klein Quinn adjourned the meeting at 5:51 P.M.

PASSED AND APPROVED on the 21st day of July.

Thomas Harris III, TRMC
City Secretary

Lori Klein Quinn
Mayor

MINUTES OF REGULAR CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS

Monday, July 07, 2025
6:00 P.M.

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for July 07, 2025, 6:00 PM, at 401 Market Street, Tomball, Texas 77375.

A. Mayor L. Klein Quinn called the meeting to order at 6:05 P.M.

PRESENT:
Mayor Lori Klein Quinn
Council 1 John Ford
Council 2 Paul Garcia
Council 3 Dane Dunagin
Council 4 Lisa A. Covington
Council 5 Randy Parr

CITY STAFF PRESENT:
City Manager - David Esquivel
Assistant City Manager - Jessica Rogers
City Attorney – Loren Smith
City Secretary – Thomas Harris III
Assistant City Secretary – Shannon Bennett
Community Development Director – Craig Meyers
Fire Chief – Joe Sykora
Police Chief – Jeff Bert
Assistant Fire Chief – Jeff Cook
Human Resources Director - Kristie Lewis
Finance Director - Bragg Farmer
Budget Analyst- Hannah Brown
Public Works Director - Drew Huffman
Project Manager - Meagan Mageo
Director of Marketing & Tourism - Chrislord Templonuevo
Interim I.T. Director - Ben Lato
Judge- Brett Peabody
Summer Intern - Ki Provencher
Police Officer - Bryce Smith

B. Invocation - Led by Chaplain Steve Allison of VFW Tomball Post 2427

C. Pledges to U.S. and Texas Flags were led by Faith Silgero and Kinley Nattress of Girl Scout Troop 115045

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.]*

Tim Gaman, 12502 Montclair Landing Court, expressed his concern of the railroad construction.

1. Announcements

I. Upcoming Events:

- July 10, 2025 – Kaffeeklatsch (Tomball Fire Rescue and Northwest Community Health EMS) from 8:30 – 10 a.m. at Tomball Community Center
- July 10, 2025 - Redevelopment of the First Baptist Church (Tomball Economic Development Corporation) from 5:00 - 7:00 p.m. at First Baptist Church Tomball
- July 11, 2025 – Kids Club from 10 a.m. – noon at Tomball Community Center
- August 1, 2025 – Kids Club from 8 – 10 a.m. at Jerry Matheson Pool
- August 1, 2025 – 53rd Annual Tomball Night from 5 – 10 p.m. at 100-300 block of Market St.

2. Reports by City staff and members of council about items of community interest on which no action will be taken:

- Council Covington attended the Pie in the Face event at Wal-Mart
- Mayor Klein Quinn thanked the City Staff for the July 4th Celebration

F. New Business Consent Agenda: *[All matters listed under Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item in question will be removed from the Consent Agenda and will be considered separately. Information concerning Consent Agenda items is available for public review.]*

1. Approve Minutes of June 16, 2025, Special and Regular City Council meetings.

2. Approve request from Tomball High School Senior Picnic for City Support and In-Kind Services at Juergens Park and Matheson Park, on Wednesday, October 8, 2025, from 8:45 a.m. to 2:00 p.m.

   Motion made by Council 4 Covington, Seconded by Council 5 Parr to approve New Business Consent Agenda Items:

   Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

   Motion carried unanimously.

G. New Business

1. Approve Resolution No. 2025-25, a Resolution of the City Council of the City of Tomball, Texas, declaring the intention of the City of Tomball, Texas, to institute proceedings to annex certain territory; describing such territory; setting July 21, 2025 at 6 o'clock P.M. as the date and time for a public hearing at which all interested parties shall have an opportunity to be heard; providing for a notice of publication of such public hearings; and directing preparation of a municipal service plan for the territory proposed to be annexed (0.8041 of one acre or 35,206 square feet of land situated in the Elizabeth Smith Survey, Abstract Number 70, Harris County, Texas; 31.994 acres of land situated in the Jess Pruitt Survey, Abstract Number 629, Harris County, Texas; and 17.307 acres of land situated in the Jess Pruitt Survey, Abstract Number 629, Harris County, Texas); and providing for severability.

   Motion made by Council 3 Dunagin, Seconded by Council 1 Ford to approve Resolution No. 2025-25.

   Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

   Motion carried unanimously.

2. Approve Resolution No. 2025-23, a Resolution of the City Council of the City of Tomball, Texas, calling for a public hearing on August 4, 2025, for the creation of Tomball Public Improvement District No. 15 (Graylou Grove) and being located within the City of Tomball.

   Motion made by Council 1 Ford, Seconded by Council 4 Covington to approve Resolution No. 2025-23

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

3. Approval of Certain Policy Revisions to the City of Tomball's Employee Handbook.

   Motion made by Council 5 Parr, Seconded by Council 4 Covington to approve Resolution No. 2025-23

   Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

   Motion carried unanimously.

4. Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

   Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney's duty requires to be discussed in closed session

   Sec. 551.072 – Deliberations regarding Real Property

   - Executive Session Started: 6:48 P.M.
   - Executive Session Ended: 7:25 P.M.

H. Mayor Lori Klein Quinn adjourned the meeting at 7:25 P.M.

PASSED AND APPROVED this 21st day July 2025.

Thomas Harris III, TRMC
City Secretary

Lori Klein Quinn
Mayor

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 21, 2025

Topic:

Approve a professional services agreement with Oller Engineering, Inc for engineering services related to the Disaster Recovery Reallocation Program (DRRP) Grant Program for a not-to-exceed amount of $142,874.75, therefor, and authorize the City Manager to execute any and all documents related to the services. These expenditures are to be paid from grant funds received from the Disaster Recovery Reallocation Program (DRRP).

Background:
In October 2024, the General Land Office (GLO) released a call for projects to be submitted for consideration, scoring, and potential funding for the Disaster Recovery Reallocation Program (DRRP) by November 21, 2024. Staff utilized the draft Drainage Master Plan to identify a project that would be eligible for funding. The identified project was the "M121 Channel Improvements – Phase I" which includes widening and deepening the existing City drainage channel located south of Lizzie Lane and providing outfall connection to S. Persimmon Street.

On January 17, 2025, staff received an Invitation to Apply from the GLO to submit a formal application for the DRRP for a total identified grant amount not-to-exceed $1,350,000 plus local match of $150,000 for a project total of $1,500,000. On June 4, staff received notification from the GLO that the City had been awarded a grant in the amount of $1,350,000 to complete the project, contract pending.

In accordance with the terms and conditions of the DRRP grant and 2 CFR 200 regulations, staff advertised a Request for Qualifications for professional engineering services for the design, environmental, and construction management of the identified project. Staff received four (4) sealed responses from qualified firms. Scoring was completed by a committee to determine the most qualified firm to complete the work and based on the review staff entered into contract negotiations with Oller Engineering, Inc. (OEI).

Staff is recommending awarding a professional services agreement to Oller Engineering, Inc for professional engineering services related to the CDBG – DRRP grant. Staff has worked with OEI to develop the full scope of work and cost proposal. Fees for engineering services will be paid from grant funds received as well as the City's required match of $150,000. A breakdown of the project cost is reflected in the table below.

Disaster Recovery Reallocation Program (DRRP) M121 Channel Improvements – Phase I		
Element	**Contract Amount**	**Remaining Contract**
Grant Administration – Langford (Grant Management)	$108,000	$108,0000
Professional Engineering – Oller Engineering, Inc	$142,874.75	N/A
Construction – PENDING*	$1,232,350*	N/A
Project Budget $1,500,000	**Total Contracts $250,874.75**	**Remaining Funding $1,249,125.25**

*Construction is an estimate only from the Drainage Master Plan

Origination: Project Management

Recommendation:

Staff recommends approving a professional services agreement to Oller Engineering, Inc for professional engineering services related to the Disaster Recovery Reallocation Program (DRRP) for a not-to-exceed $142,874.75.

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

FUNDING (IF APPLICABLE)

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

Yes: X No: _____ If yes, specify Account Number: #400-154-6409

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

Signed: Meagan Mageo **Approved by:** _____
Staff Member Date City Manager Date

PROFESSIONAL ENGINEERING SERVICES FOR
MITIGATION PROJECTS
UNDER THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

THE CITY OF TOMBALL (the "Subrecipient") and **OLLER ENGINEERING, INC**,

Tax ID: 75-2292337 ("Provider"), each a "Party" and collectively, "the Parties," enter into the following contract as of __July 21, 2025_____ for professional engineering services (the "Contract") pursuant to the Professional Services Procurement Act, TEX. GOVT. CODE 2254 and 2 C.F.R. Part 200.

WHEREAS, the Subrecipient has applied for U.S. Department of Housing and Urban Development Community Development Block Grant – Disaster Recovery Reallocation Program ("CDBG-DRRP") funds, administered by the Texas General Land Office ("GLO") for mitigation assistance; and

WHEREAS, the CDBG-DRRP program is funded under the Housing and Urban Development, Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018, Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, Pub. L. No. 115-123.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

I. DEFINITIONS / INTERPRETIVE PROVISIONS / PROJECT DESCRIPTION

1.01 DEFINITIONS

"Activity" means a defined class of works or services authorized to be accomplished using CDBG-DRRP grant funds. Activities are specified in Subrecipient Budgets as 'Category,' and the terms are interchangeable under this Contract.

"Administrative and Audit Regulations" means the regulations included in Title 2, CFR, Part 200. Chapter 321 of the Texas Government Code; Subchapter F of Chapter 2155 of the Texas Government Code; and the requirements of Article VII herein. With regard to any federal funding, agencies with the necessary legal authority include: the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of Inspector General, and any of their authorized representatives. In addition, state agencies and/or designee's with the authority to audit and inspect include, the Subrecipient, the GLO, the GLO's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office and the Texas Comptroller of Public Accounts. "Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the execution page, or incorporated by reference, as if physically.

"Benchmark" or "Billing Milestone" means a clearly defined set of incremental services that must be performed; or an interim level of accomplishment that must be met by Provider in order to receive periodic incremental and final reimbursement for services under this Contract.

"CDBG—DRRP" means the Community Development Block Grant—Disaster Recovery Reallocation Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

"Certificate of Construction Completion" means a document submitted by an engineer or, if none, a construction contractor, to a Subrecipient which, when executed by the Subrecipient, indicates acceptance of the non-housing project, as built.

"Contract" means this entire document, along with any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters that may be issued by the GLO, to be incorporated by the GLO, to be incorporated by reference herein for all purposes as they are issued, if any.

"Contract Period" means the period of time between the effective date of a contract and its expiration or termination date.

"Deliverable" means a unit or increment of work to include, any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

"Federal Assurances" means Standard Form 424B (Rev. 7-97 (non-construction projects; or Standard Form 424D (Rev. 7-97 (construction projects, in **Attachment A,** attached hereto and incorporated herein for all purposes.

"Federal Certifications" means U.S. Department of Commerce Form CD-512 (12-04, "Certifications Regarding Lobbying – Lower Tier Covered Transactions," also in **Attachment A**, attached hereto and incorporated herein for all purposes.

"Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"GAAP" means "Generally Accepted Accounting Principles."

"GASB" means the Governmental Accounting Standards Board.

"General Affirmations" means the statements in **Attachment B**, attached hereto and incorporated herein for all purposes, which Provider affirms by executing this Contract.

"GLO" means the Texas General Land Office, its officers, employees, and designees.

"HSP" means HUB Subcontracting Plan, as outlined by Chapter 2161 of the Texas Government Code.

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"HUD" means the United States Department of Housing and Urban Development.

"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/

"Non-housing" refers to a project involving the restoration and/or repair of infrastructure facilities and the economic revitalization activities approved under a CDBG-DRRP program grant.

"Performance Statement" means Provider's detailed project summary hereby incorporated for all purposes as **Attachment C**.

"Project" means the professional engineering services described in **SECTION 1.03** of this Contract and in any applicable Attachments.

"Project Completion Report" means a report containing an "as built" accounting of all projects completed under a CDBG-DRRP non-housing grant and containing all information required to completely close out a grant file.

"Project Implementation Manual" means a set of guidelines for the CDBG-DRRP Program, incorporated herein by reference for all purposes in its entirety.

"Project Period" means the stated time for completion of a Project assigned by Work Order, if any.

"Prompt Pay Act" means Chapter 2251, Subtitle F of Title 10 of the Texas Government Code.

"Provider" means Oller Engineering, Inc., selected to provide the services under this Contract, if any.

"Public Information Act" means Chapter 552 of the Texas Government Code.

"Quarterly Report" means a document submitted by Provider to a Subrecipient for approval and submission to the GLO as a condition of reimbursement, as discussed in **SECTION 1.05** and **ARTICLE III**, below.

"RFQ" means the Subrecipient's Request for Qualifications, or the Solicitation, as defined below.

"Scope of Work" means Provider's detailed scope of work hereby incorporated for all purposes as **Attachment H.**

"Solicitation" means Subrecipient's Request for Qualifications, including any Addenda.

"Solicitation Response" means Provider's full and complete response to the Solicitation, including any Addenda.

"State of Texas TexTravel" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"Subcontractor" means an individual or business that signs a contract to perform part or all of the obligations of Provider under this Contract.

"Subrecipient" means City of Tomball, a local governmental body or political subdivision that receives funds under HUD's CDBG—DRRP Program for non- housing projects.

"Subrecipient Agreement" means the contractual agreement for a CDBG-DRRP non-housing grant between the GLO and the Subrecipient for which Provider performs services assigned by the Subrecipient, if any.

"Technical Guidance Letter or 'TGL'" means an instruction, clarification, or interpretation of the requirements of the CDBG-DRRP Program, issued by the GLO to specified recipients, applicable to specific subject matter, to which the addressed Program participants shall be subject.

1.02 INTERPRETIVE PROVISIONS

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;

(b) The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract unless otherwise specified;

(c) The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;

(d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;

(e) All attachments within this Contract, including those incorporated by reference, and any amendments are considered part of the terms of this Contract;

(f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;

(g) Unless otherwise expressly provided, reference to any action of the Subrecipient or by the Subrecipient by way of consent, approval, or waiver shall be deemed modified by the phrase "in its/their sole discretion." Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the Subrecipient shall not be unreasonably withheld or delayed;

(h) Time is of the essence in this Contract.

(i) In the event of conflicts or inconsistencies between this contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract; Attachments to the Contract: Attachment A, Attachment B, Attachment C, Attachment D, Attachment E, Attachment F, Attachment G and Attachment H. Solicitation Documents; and Provider's Response to Solicitation.

1.03 PROJECT

Provider shall perform, or cause to be performed, professional engineering services as required for CDBG-DRRP projects in Tomball, Texas, as authorized under GLO Contract No. _____ amended from time to time, and ("Subrecipient's Contract"), as may be as outlined in detail in the Performance Statement, attached hereto and incorporated herein for all purposes as **Attachment C** ("the Project").

Provider is responsible for obtaining Subrecipient's most current performance statement and Implementation Schedule, Budget ("Subrecipient's Documents"), and any other documentation which may be required to accomplish the Project that is the subject of this Work Order. Such documents are incorporated herein by reference in their entirety for all purposes.

No work may begin and no charges may be incurred prior to the effective date of Subrecipient's Contract and/or Amendment, to which this Work Order is related, with the exception of assistance to Subrecipient in completing the grant application as necessary, and other pre-execution services authorized by prior, written approval of the GLO, if any. Subrecipient Documents may be obtained from the Subrecipient or the Subrecipient's Grant Administrator, and their effective date and status as executed documents must be confirmed by Provider prior to commencement of any services.

1.04 REPORTING REQUIREMENTS

Provider shall assist the Subrecipient to timely submit all reports and documentation that are required under this Contract and any Subrecipient Agreement.

MONTHLY REPORTS – APPLICABLE TO NON-HOUSING AND HOUSING PROJECTS:

MONTHLY REPORTS ARE REQUIRED AS A CONDITION OF REIMBURSEMENT TO ALL SUBRECIPIENTS. It is incumbent upon Provider to facilitate the submission of each Monthly Report in a timely manner. Each Monthly Report shall include progress made since the prior reporting period, current Benchmarks achieved, projected quantities, problems encountered and detailed plans to correct them, goals to be accomplished in the subsequent reporting period, and any other information as may be required by the GLO.

The GLO may review the Monthly Report(s) and may request revisions to be made. Provider shall make itself aware of such revision requests and shall assist the Subrecipient in making appropriate revisions. Upon acceptance of the Monthly Report and submission of a properly prepared invoice, appropriate payment may be made to Subrecipient and to Provider.

Provider shall facilitate the timely submission to the GLO of such additional information by the Grant Recipient.

Reimbursement may be withheld if a Monthly Report is delinquent or deficient, in the sole discretion of the GLO.

Provider shall submit to the Subrecipient all reports, drawings, surveys, designs, and such other work products as required by the Scope of Services in **Attachment H** of this Work Order and Subrecipient's Contract, and in accordance with the Project Implementation Manual, and any Technical Guidance Letters or Revisions issued by the GLO, if any.

FINAL DOCUMENTATION: By the close of business no later than thirty (30) days after completion of a construction project, Provider shall submit to the Subrecipient and to Subrecipient's Grant Administration firm, if any, a copy of the executed Certificate of Construction Completion ("COCC") for the project which must include a final, **" as built"** report of quantities, drawings, and specifications used during the course of the project, with justification as to why any variances from original plans, approved pursuant to **SECTION 1.04(c)** of Provider's Contract, were required. **Notwithstanding the preceding** the GLO, in its sole discretion, may approve extensions to this Deliverable due date. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission.

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II. TERM

2.01 DURATION

This Contract shall be effective as of the date of award and shall terminate after closing of project with GLO. Any extensions will be subject to terms and conditions mutually agreeable to both parties.

2.02 ABANDONMENT OR DEFAULT

If the Provider defaults on the Contract, the Subrecipient reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible vendor qualified under the Solicitation. The defaulting provider will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the Subrecipient based on the seriousness of the default.

2.03 TERMINATION OF AGREEMENT FOR CAUSE

If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Agreement by the Firm, and the City/County may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2.04 TERMINATION FOR CONVENIENCE OF THE CITY/COUNTY

City/County may at any time and for any reason terminate Contractor's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City/County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City/County for any additional compensation or damages in the event of such termination and payment.

2.05 CHANGES

The City/County may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.

2.06 RESOLUTION OF PROGRAM NON-COMPLIANCE AND DISALLOWED COSTS

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-DRRP program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. [This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.] If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

2.07 PERSONNEL

a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City/County.
b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

2.08 ASSIGNABILITY

The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County thereto; Provided, however, that claims for money by the Firm from the City/ County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.

2.09 REPORTS AND INFORMATION

The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

2.10 RECORDS AND AUDITS

The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City/County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

2.11 FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.

2.12 COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

2.13 COMPLIANCE WITH LOCAL LAWS

The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

2.14 CONFLICTS OF INTEREST

a. Governing Body. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of CDBG-DRRP award between GLO and the City / County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG-DRRP award between GLO and the City/County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

c. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the CDBG-DRRP award between GLO and the City/County or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG-DRRP award between GLO and the City/County or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

2.15 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

2.16 EQUAL OPPORTUNITY CLAUSE (APPLICABLE TO CONTRACTS AND SUBCONTRACTS OVER $10,000).

- The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this

nondiscrimination clause.

- The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.

- The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such

action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.

2.17 CIVIL RIGHTS ACT OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

2.18 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

2.19 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

2.20 AGE DISCRIMINATION ACT OF 1975

The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

2.21 BYRD ANTI-LOBBING AMENDMENT (31 U.S.C. 1352) (IF CONTRACT GREATER THAN OR EQUAL TO $100,000)

The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

2.22 EXTENT OF AGREEMENT

This Agreement, which includes Parts I-VIII, and Attachments A - H represents the entire and integrated agreement between the City/County and the Firm and

supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City/County and the Firm.

III. CONSIDERATION

3.01 CONTRACT LIMIT, FEES, AND EXPENSES

The contract work will be completed at $142,874.75. (To be amended and added with funding.)

Provider will be compensated on a negotiated fee basis, for a not to exceed 15% for the maximum amount available for such services as prescribed by the Subrecipient Agreement, the GLO, HUD or any governing law, for the term of this Contract. Shall be reimbursable in increments as shown in the Benchmarks in **Attachment C** for the type of work to be performed. The Subrecipient agrees to pay Provider in accordance with The Prompt Pay Act, Tex. Govt. Code Ch. 2251.

Grant funds must not be commingled between or among HUD funding rounds; nor between or among Non-Housing and Housing assignments.

Reimbursement for services may be requested based on the Benchmarks**,** according to the type of services authorized, contingent upon Provider's facilitation of the timely submission of each Monthly Report required, as discussed in **SECTION 1.04** above.

At a minimum, invoices must clearly reflect:

(a) Provider's Contract Number;
(b) Service Period
(c) the name and GLO Contract Number (12 digits) of the Subrecipient Agreement to which services have been provided;
(d) the current amount being billed;
(e) the cumulative amount billed previously;
(f) the balance remaining to be billed; and
(g) an itemized statement of services performed, including documentation as required under the Contract, such as invoices, receipts, statements, stubs, tickets, time sheets, and any other which, in the judgment of the Subrecipient, provides full substantiation of reimbursable costs incurred.

Subject to the maximum Contract amount authorized herein, upon specific, prior, written approval by the Subrecipient, lodging, travel, and other incidental direct expenses may be reimbursed under this Contract for professional or technical personnel who are (a) away from the cities in which they are permanently assigned; (b) conducting business specifically authorized by the Subrecipient; and (c) performing services not originally contemplated in the Scope of Services.

NOTICE TO PROVIDER:

Failure to include all of the information required in **SECTION 3.01** with each invoice may

result in a significant delay in processing payment for the invoice.

Action: Commencement of Engineering Phase **Deliverable:** Executed engineering service provider contract in pdf provided during start-up phase as applicable.	0-30%
Action: Completion of Design Phase **Deliverable:** Complete **s**igned and sealed 100% construction plans in pdf*.	30.01-60%
Action: Commencement of Bid Phase	60.01-70%
Action: Commencement of Construction Phase **Deliverable:** Signed Notice to Proceed (NTP)*	70.01-85%
Action: Completion of Construction Phase **Deliverable:** Signed and sealed complete as-built plans in pdf; executed COCC accepted by GLO.	85.01%-100%

IV. PROVIDER'S WARRANTY, AFFIRMATIONS, AND ASSURANCES

4.01 PERFORMANCE WARRANTY

Provider represents that all services performed under this Contract will be performed in a manner consistent with a degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Provider represents that all work product, including Deliverables if any, under this Contract shall be completed in a manner consistent with standards in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated Attachments (if any); and shall be fit for ordinary use, of good quality, and with no material defects. If Provider fails to submit Deliverables timely or to perform satisfactorily under conditions required by this Contract, the Subrecipient may require Provider, at its sole expense, to the extent such defect or damage is caused by the negligence of Provider, to (a) repair or replace all defective or damaged Deliverables; (b) refund any payment received for all defective or damaged Deliverables and, in conjunction therewith, require Provider to accept the return of such Deliverables; and/or (c) take necessary action so that future performance and Deliverables conform to the Contract requirements.

4.02 GENERAL AFFIRMATIONS

To the extent that they are applicable, Provider further certifies that the General Affirmations in **Attachment B** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein.

4.03 FEDERAL ASSURANCES

To the extent that they are applicable, Provider further certifies that the Federal Assurances in **Attachment A** have been reviewed and that Provider is in compliance with each of the requirements reflected therein. The Federal Assurance form must be executed by Provider's authorized signatory.

4.04 FEDERAL CERTIFICATIONS

To the extent that they are applicable, Provider further certifies that the Federal Certifications also in **Attachment A** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein. The Federal Certifications form must be executed by Provider's authorized signatory.

In addition, Provider certifies that it is in compliance with any other applicable federal laws, rules, or regulations, as they may pertain to this Contract including, but not limited to, those listed in Attachment D.

V. FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

(a) Funding for this Contract is appropriated under the Housing and Urban Development, and the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, Pub. L. 115-123) enacted on February 9, 2018. It is to mitigate disaster risk and reduce future losses, and allow grantees the opportunity to transform state & local planning, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by the 2015, 2016 & Hurricane Harvey (2017) Floods, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). The Fulfillment of the Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-DRRP Program, and any other applicable laws. Further, Provider acknowledges that all funds are subject to recapture and repayment for non- compliance.

(b) **All participants in the CDBG-DRRP grant program must have a data universal numbering system (DUNS) number, as well as a Commercial And Government Entity (CAGE) Code.**

(c) **The DUNS number and CAGE Code must be reported to the GLO for use in various grant reporting documents, and may be obtained by visiting the Central Contractor Registration web site at:**

https://www.bpn.gov/ccr/

Assistance with this web site may be obtained by calling **866-606-8220**.

5.02 STATE FUNDING

(a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the Subrecipient, in its sole discretion, may terminate this Contract. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

(b) Furthermore, any claim by Provider for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Provider, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

5.03 RECAPTURE OF FUNDS

Provider shall conduct, in a satisfactory manner as determined by the Subrecipient, the Project as set forth in the Contract. The discretionary right of the Subrecipient to terminate for convenience under **SECTION 2.02** notwithstanding, it is expressly understood and

agreed by Provider that the Subrecipient shall have the right to terminate the Contract and to recapture, and be reimbursed for any payments made by the Subrecipient (i) that exceed the maximum allowable HUD rate; (ii) that are not allowed under applicable laws, rules, and regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures.

5.04 OVERPAYMENT

Provider understands and agrees that it shall be liable to the Subrecipient or the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Provider further understands and agrees that reimbursement of such disallowed costs shall be paid by Provider from funds which were not provided or otherwise made available to Provider under this Contract.

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VI. OWNERSHIP

6.01 OWNERSHIP AND THIRD PARTY RELIANCE

(a) The Subrecipient shall own, and Provider hereby assigns to the GLO, all right, title, and interest in all services to be performed; all goods to be delivered; and/or all other related work product prepared, or in the course of preparation, by Provider (or its subcontractors) pursuant to this Contract, together with all related worldwide intellectual property rights of any kind or character (collectively, the "Work Product"). Under no circumstance will any license fee, royalty, or other consideration not specified in this Contract be due to Provider for the assignment of the Work Product to the GLO or for the GLO's use and quiet enjoyment of the Work Product in perpetuity. Provider shall promptly submit all Work Product to the GLO upon request or upon completion, termination, or cancellation of this Contract for any reason, including all copies in any form or medium.

(b) Provider and the Subrecipient shall not use, willingly allow, or cause such Work Product to be used for any purpose other than performance of Provider's obligations under this Contract without the prior written consent of either party and the GLO. Work Product is for the exclusive use and benefit of, and may be relied upon only by the Parties. Prior to distributing any Work Product to any third party, other than the GLO, the parties shall advise such third parties that if it relies upon or uses such Work Product, it does so entirely at its own risk without liability to the GLO, Provider, or the Subrecipient.

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VII. RECORDS, AUDIT, RETENTION, CONFIDENTIALITY, PUBLIC RECORDS

7.01 BOOKS AND RECORDS

Provider shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the Subrecipient, the GLO, the State of Texas Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

7.02 INSPECTION AND AUDIT

(a) Provider agrees that all relevant records related to this Contract and any Work Product produced in relation to this Contract, including the records and Work Product of its Subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and Work Product shall be subject, at any time, to inspection, examination, audit, and copying at any location where such records and Work Product may be found, with or without notice from the Subrecipient, the GLO, HUD, or other government entity with necessary legal authority. Provider agrees to cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Provider will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and Work Product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.

(b) Provider understands that acceptance of state funds under this Contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Provider further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Provider will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to fully cooperate with the State Auditor's Office is included in any subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Provider relating to the Contract for any purpose. HUD, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection. **PROVIDER SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION 7.02, AND THE REQUIREMENT TO COOPERATE.**

(c) Provider will be deemed to have read and have knowledge of all applicable federal, state, and local laws, regulations, and rules including, but not limited to those identified in **Attachment D**, governing audit requirements pertaining to the Project.

7.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the State of Texas CDBG-DRRP grant program, in accordance with federal regulations. **The Subrecipient will notify all Program participants of the date upon which local records may be destroyed.**

7.04 CONFIDENTIALITY

To the extent permitted by law, Provider and the Subrecipient agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Provider or the Subrecipient to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Provider or the Subrecipient; or (c) information that Provider or the Subrecipient is otherwise required to keep confidential by this Contract. Furthermore, Provider will not advertise that it is doing business with the Subrecipient, use this Contract as a marketing or sales tool, or make any press releases concerning work under this Contract without the prior written consent of the Subrecipient.

7.05 PUBLIC RECORDS

Information related to the performance of this Contract may be subject to the Public Information Act ("PIA") and will be withheld from public disclosure or released only in accordance therewith. Provider shall make any information required under the PIA available to the Subrecipient in portable document file (".pdf") format or any other format agreed between the Parties. Failure of Provider to mark as "confidential" or a "trade secret" any information that it believes to be excepted from disclosure waives any and all claims Provider may make against the Subrecipient for releasing such information without prior notice to Provider. Provider shall notify the Subrecipient within twenty-four (24) hours of receipt of any third party written requests for information, and forward a copy of said written requests to the Subrecipient. If the request was not written, Provider shall forward the third party's contact information to the Subrecipient.

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VIII. MISCELLANEOUS PROVISIONS

8.01 INSURANCE

Provider shall acquire for the duration of this Contract insurance with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount and in the form required by **Attachment E** of this Contract**, REQUIRED INSURANCE AND FORM**. Furthermore, Provider shall submit a certificate of liability insurance as required under this Contract, including (if requested) a schedule of coverage (or "underwriter's schedules") establishing to the satisfaction of the Subrecipient the nature and extent of coverage granted by each policy.

Provider shall submit certificates of insurance and endorsements electronically, in the manner requested by the Subrecipient. In the event that any policy is determined to be deficient to comply with the terms of this Contract, Provider shall secure such additional policies or coverage as the Subrecipient may reasonably request or that are required by law or regulation.

Provider will be responsible for submitting renewed certificates of insurance and endorsements, as evidence of insurance coverage throughout the term of this Contract. Provider may not be actively working on behalf of the Subrecipient if the insurance coverage does not adhere to insurance requirements. Failure to submit required insurance documents may result in the cancellation of this Contract.

8.02 TAXES/WORKERS' COMPENSATION/UNEMPLOYMENT INSURANCE

PROVIDER AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, PROVIDER SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF PROVIDER'S AND PROVIDER'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. PROVIDER AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE SUBRECIPIENT SHALL NOT BE LIABLE TO THE PROVIDER, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/ OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. 2) PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE GLO, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE SUBRECIPIENT NAMED AS A DEFENDANT IN ANY LAWSUIT AND PROVIDER

MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE SUBRECIPIENT. PROVIDER AND THE SUBRECIPIENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

8.03 LEGAL OBLIGATIONS

Provider shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Contract. Provider will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Provider agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

8.04 INDEMNITY

EXCEPT FOR DAMAGES DIRECTLY OR PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OF THE SUBRECIPIENT OR THE GLO, PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE STATE OF TEXAS, THE GLO, AND THE OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES OF THE SUBRECIPIENT, THE STATE OF TEXAS, AND THE GLO FROM ANY LOSSES, CLAIMS, SUITS, ACTIONS, DAMAGES, OR LIABILITY (INCLUDING ALL COSTS AND EXPENSES OF DEFENDING AGAINST ALL OF THE AFOREMENTIONED) ARISING IN CONNECTION WITH:

- **ANY NEGLIGENCE, ACT, OMISSION, OR MISCONDUCT IN THE PROVIDER'S PERFORMANCE OF THE SERVICES REFERENCED HEREIN; OR**
- **ANY CLAIMS OR AMOUNTS ARISING OR RECOVERABLE UNDER FEDERAL OR STATE WORKERS' COMPENSATION LAWS, THE TEXAS TORT CLAIMS ACT, OR ANY OTHER SUCH LAWS.**

PROVIDER SHALL BE RESPONSIBLE FOR THE SAFETY AND WELL-BEING OF ITS EMPLOYEES, CUSTOMERS, AND INVITEES. THESE REQUIREMENTS SHALL SURVIVE THE TERM OF THIS AGREEMENT UNTIL ALL THE CLAIMS HAVE BEEN SETTLED OR RESOLVED AND SUITABLE EVIDENCE TO THAT EFFECT HAS BEEN FURNISHED TO THE SUBRECIPIENT.

8.05 ASSIGNMENT AND SUBCONTRACTS

Provider shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the Subrecipient. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods delivered and/or the services rendered by Provider and/or any of its subcontractors comply with all the terms and provisions of this Contract. Provider will provide written notification to the Subrecipient of any such subcontractor performing fifteen percent (15%) or more of the work under this Contract, including the name and taxpayer identification number of

subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

8.06 RELATIONSHIP OF THE PARTIES

Provider is associated with the Subrecipient only for the purposes and to the extent specified in this Contract, and, with respect to Provider's performance pursuant to this Contract, Provider is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the Subrecipient or the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other party. Provider shall be solely responsible for, and the Subrecipient shall have no obligation with respect to:

(a) withholding of income taxes, FICA, or any other taxes or fees;
(b) industrial or workers' compensation insurance coverage;
(c) participation in any group insurance plans available to employees of the State of Texas;
(d) participation or contributions by the State to the State Employees Retirement System;
(e) accumulation of vacation leave or sick leave; or
(f) unemployment compensation coverage provided by the State.

8.07 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Provider shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract including, but not limited to, those attached hereto and incorporated herein for all purposes as **Attachment D**. Provider will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

8.08 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

Subrecipient
City of Tomball
401 Market Street
Tomball, Texas 77354
Attention: David Esquivel, City Manager

Provider
Oller Engineering, Inc.
6812 Wayne Avenue, Suite A
Lubbock, Texas 79424
Attention: Rich Oller, PE

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

8.10 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit between Subrecipient and Provider under this Contract shall be in a court of competent jurisdiction in Tomball, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

8.11 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

8.12 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected party's obligation to comply with such covenant shall be suspended, and the affected party shall not be liable for damages for failure to comply with such covenant. In any such event, the party claiming Force Majeure shall promptly notify the other party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

8.13 DISPUTE RESOLUTION

In the event of any dispute, claim, question, or disagreement arising from or relating to determining the party responsible for any disallowed costs as a result of noncompliance with federal, state, or program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

If they do not reach such solution within a period of 60 days, then, upon notice by either

party to the other, all disputes, claims, questions, or differences shall be submitted to mediation. Any mediation ruling shall become final and binding 60 days after being signed unless the parties agree in writing to submit the claim to another dispute resolution process or either party gives written notice of intent to submit the claim to a court of competent jurisdiction. If a mutually agreeable resolution cannot be reached through mediation within a period of 90 days, then either party may initiate the provisions above for resolution.

8.14 ENTIRE CONTRACT AND MODIFICATION

This Contract, its integrated Attachment(s), and any Technical Guidance issued in conjunction with this Contract, if any, constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s), Technical Guidance Letter shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

8.15 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the GLO within thirty (30) days of execution by the other party, this Contract shall be null and void. In the sole discretion of the GLO, Work Orders issued, if any, may be executed by the parties in counterparts exchanged by electronic mail.

8.16 THIRD-PARTY BENEFICIARY

The Parties agree that the GLO, as the administrator of the CDBG-DRRP program, is a third-party beneficiary to this Contract and that the GLO shall have the right to enforce any provision of this Contract. Provided, however, that GLO shall only enforce a provision Contract after notifying the Parties, in writing, of a potential breach or default of the Contract and allowing the Provider sixty (60) days to cure the breach or default. Venue of any suit under this Section 8.17 shall be in a court of competent jurisdiction in Travis County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.17 PROPER AUTHORITY

Each party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Provider acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by Provider before this Contract is effective or after it ceases to be effective are performed at the sole risk of Provider.

8.18 REQUIRED CONTRACT PROVISIONS FOR CONTRACTS USING FEDERAL FUNDS

Attachment F

8.19 CERTIFICATE OF INTEREST PARTIES

Provider shall visit https://www.ethics.state.tx.us/filinginfo/1295/ and fill out Certificate of Interested Parties (FORM 1295) **Attachment G.**

SIGNATURE PAGE FOLLOWS

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on this _____day of _____, _____.

City of Tomball

BY: _____
(Subrecipient's Authorized Representative)

_____
(Printed Name)

_____
(Title)

BY: Oller Engineering, Inc.
_____
(Authorized Representative)

Rich Oller
(Printed Name)

CEO
(Title)

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES
Revised 7/14/25

The following is a description of the tasks and work effort required for assistance with grant application/development with Langford Grant Management and engineering-related services for the design calculations, preparing plans and specifications, bid phase services, and construction management and administration for the S. Persimmon Drainage Improvements. This is not an all-inclusive list of duties and responsibilities, but a general description of the tasks involved:

- Prepare closeout documents in accordance with CDBG to officially close out the completed project
- Collect aerials and other mapping aids to fully topo the area, including ditches on Lizzie Lane to S. Persimmon & 300 feet downstream – OEI to use existing 54-inch storm sewer As-Constructed plans for existing flow line & inlet elevations
- Coordinate with Public Works the overall contributing watershed using a 100-year storm event for the design Q discharge
- Size the proposed collection channel to accept the runoff from the area identified as M118-01-01
- Determine the runoff contributing to Lizzie Lane and the existing capacity of the roadway ditches and culverts, and resize to fit the 100-year storm event
- Provide surveying for the topography of the channel to Lizzie Lane
- Prepare plans and specifications
- Advertise and post the project for bidding on CivCast
- Attend bid opening and prepare a spreadsheet of all bid items from all bidders
- Prepare a letter of recommendation for the award to the City based on available references on the 3 contractors with the lowest responsive bids
- After approval by City and Grant Management, prepare a Notice of Award
- Notify the successful contractor of the award and in conjunction with Langford, provide the contractor with the required administrative documents for execution, including bonding
- Notify all parties of a Pre-Construction meeting and conduct the pre-construction review of the requirements of the project and timeline
- Issue the Notice to Proceed
- Monitor the project and provide RFI's, Work Change Directives, and Change Orders as required throughout the construction process
- Make 3 specific visits to the project site for conformance verification to the contract documents
- Provide administration throughout the construction process and review all pay requests from the contractor
- Assist the City in selecting a materials testing firm specific to the material tests required for conformance to the specifications
- Prepare all construction closeout documents and reports, and deliver with Record Drawings to City & CDBG

Risk Analysis Tasks Not Fully Defined in the Project:

- The additional drainage area from the watershed is not completely defined and will require delineation and drainage inclusion (Blackshear & Lizzie Lane)
- Coordinating with final grading plans for the water treatment facility from Freese & Nichols
- Lizzie Lane drainage will need detailed topography and definition to alleviate known flooding in the area
- Outlet for Lizzie Lane will need expansion as well as a larger inlet for ditch flow into the 54-inch storm sewer on S. Persimmon
- Identifying oil and gas lines in the area, which in most cases are not known or located
- Requirements for easements for the proposed drainage channels have not been defined; no existing easement has been identified to the consultant

Non-Included Design Elements:

- No grant administration provided by OEI
- Design of culverts for Lizzie Lane – City will determine culvert sizes for all driveways and other locations on Lizzie Lane
- Tie-ins from Lizzie Lane and S. Persimmon intersection
- Any possible easements and associated surveying, i.e., boundary and metes and bounds description
- Utility relocations
- Water service lines and meter relocations
- Gas line locations
- Oil flow lines

Engineering Fee, including topographic surveying for channel M118-01-01. Easement acquisition is not included in the surveying fees in this Scope.

Professional Design Fees for Engineering

Total Lump Sum Fee **$142,874.75**

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

SF-424D (Rev. 7-97) Back

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	**2. Status of Federal Action:**	**3. Report Type:**
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	**5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:**
☐ **Prime** ☐ **Subawardee** Tier _____, *if known*: **Congressional District**, *if known*:	 **Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

THIS FORM MUST BE EXECUTED

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employeeof any agency, a Member of Congress, an officer or employeeof Congress, or an employeeof a Member of Congress in connection with a covered Federalaction. Completeall items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

THIS FORM SHOULD BE EXECUTED ONLY WHEN REPORTING LOBBYING ACTIVITIES UNDERTAKEN WITH GRANT FUNDS

CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871

Certification/or Contracts, Grants, loans, and Cooperative Agreements:

The undersigned certifies, to the best ofhis or her knowledge and belief, that:

(I) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Fonn-LLL, "Disclosure Fann to Report Lobbying,•• in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $I0,000 and not more than $I00,000 for each such failure.

Statement/or loan Guarantees and loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying,•• in accordance with its instructions. Submission of this statement is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF CONTRACTOR **AWARD NUMBER AND/OR PROJECT NAME**

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE **DATE**

I 24 C.F.R. 87 App. A, available al bllps://www.gpo.gov/fdsys/pkg/CFR-2011-title24-vol1/CFR-2011-ti\le24-\'0Il-part87-
Published Apr. I, 2011. Acces,ed Aug. I, 2018.

GENERAL AFFIRMATIONS

Provider agrees without exception to the following affirmations:

1. Provider certifies that he/she/it has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.

2. Provider certifies that neither Provider nor any firm, corporation, partnership, or institution represented by Provider or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or federal antitrust laws; or (2) communicated the contents of the Contract or proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for the Contract or proposal.

3. Provider certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Provider and Provider qualifies as a Texas Resident Bidder under Texas Administrative Code, Title 34, Part 1, Chapter 20.

4. Section 2155.004 of the Texas Government Code prohibits the award of a contract that includes proposed financial participation by a person who received compensation from the Subrecipient to participate in preparing the specifications or request for proposals on which the Contract is based. Under Section 2155.004, Government Code, the vendor [Provider] certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

5. Under Texas Family Code section 231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services. Under Section 231.006, Texas Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

6. Provider agrees that any payments due under the Contract will be applied towards any debt, including but not limited to delinquent taxes and child support, Provider owes to the State of Texas.

7. The Subrecipient is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism and any subsequent changes made to it. The Subrecipient will cross-reference Providers/vendors with the federal System for Award Management (https://www.sam.gov/), which includes the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

8. Provider certifies: 1) that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; 2) that Provider is in compliance with the State of Texas statutes and rules relating to procurement; and 3) that Provider is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov/.

9. Under Section 2155.006(b) of the Texas Government Code, the Subrecipient may not enter into a contract that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, Provider certifies that the individual or business entity named in the Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

10. The state auditor may conduct an audit or investigation of any entity receiving state funds directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.

11. Provider understands that the neither the Subrecipient nor the GLO tolerate any type of fraud. The Subrecipient's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or to tracey.hall@glo.texas.gov.

NOTE: Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Attachment C

Performance Statement

To Be Determined and Added once funding has occurred & contract is approved between state and entity

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations.

Provider and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq*.);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual;

Plan for Disaster Recovery

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq*.); 24 C.F.R. Part l, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e *et seq*.);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. 3601 *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C. F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The

failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq*.); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. 276a-276a-5 and re-codified at 40 U.S.C. 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. 874 and re-codified at 40 U.S.C. 3145): 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. § 327A and 330 and re-codified at 40 U.S.C. 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended;

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.1701u): 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212); and

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended;

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c);

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) and the procedures established by TDRA thereunder.

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R. 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.)*, particularly section 3 (16 U.S.C. 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24,1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. 349) as amended; particularly section 1424(e)(42 U.S.C. 300h-3(e); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c).

AIR QUALITY

The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. part 51) (other than the runway clear zone and clear zone notification requirement in 24 C.F.R. 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979).

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994 --- Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. Section 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. Section 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

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REQUIRED INSURANCE

GENERALLY. Provider shall, at its sole expense, acquire, maintain, and keep in force for the duration of this Contract, insurance in the amounts attached herein and under the requirements specified herein. Furthermore, unless specified or otherwise agreed to by the Subrecipient, the required insurance shall be in effect prior to the commencement of work by Provider and shall continue in full force until the earlier as appropriate of (i) the expiration of this Contract; or (ii) such time as the Subrecipient notifies Provider that such insurance is no longer required. Any insurance or self-insurance available to the Subrecipient shall be in excess of, and non-contributing with, any insurance required from Provider. Provider's insurance policies shall apply on a primary basis. If, at any time during the Contract, an insurer or surety fails to provide insurance to Provider or otherwise fails to comply with the requirements of this Contract, Provider shall immediately notify the Subrecipient and replace such insurance or bond with an insurer meeting such requirements. General aggregate limits of Provider's Commercial General Liability policy shall apply per project. Provider's auto insurance policy shall apply to "any auto."

Approval. Prior approval of the insurance policies by the Subrecipient shall be a condition precedent to any payment of consideration under this Contract and insurance must be submitted for review and approval by the GLO prior to the commencement of work. Any failure of the Subrecipient to timely approve or failure to disapprove the insurance furnished by Provider shall not relieve Provider of Provider's full responsibility to provide the insurance required by this Contract.

Continuing Coverage. The Subrecipient's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract.

Renewal. Provider shall provide the Subrecipient with renewal or replacement certificates no less than thirty (30) days before the expiration or replacement of the required insurance.

Additional Insured Endorsement. The Subrecipient, the GLO, and each entity's officers, employees, and authorized agents shall be named as additional insureds for all liability arising under this Contract except on Workers' Compensation and Professional Liability policies. **An original additional insured endorsement signed by an authorized insurance company representative must be submitted to the Subrecipient to evidence the endorsement of the Subrecipient as an additional insured on all policies, and the certificate(s) must reference the related Subrecipient Contract Number.**

Subrogation. Each liability insurance policy, except Professional Liability, shall provide for a waiver of subrogation as to the Subrecipient, the State of Texas, the GLO, and their officers, employees, and authorized agents, and shall be issued by insurance companies authorized to do business in the State of Texas, and currently rated by A.M. Best as "A-" or better.

Policy Cancellation Endorsement. Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without 30 days' prior

written notice to the Subrecipient, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required

by this paragraph shall be sent by certified mail to the address specified in this Contract. A copy of this signed endorsement must be attached to this Contract.

Alternative Insurability. Notwithstanding the requirements of this Attachment, the Subrecipient reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies and/or bonds required. It will be Provider's responsibility to recommend to the Subrecipient alternative methods of insuring the Contract. Any alternatives proposed by Provider should be accompanied by a detailed explanation regarding Provider's inability to obtain insurance coverage as described in this Contract. The GLO shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

INSURANCE REQUIRED:

$1 MILLION COMMERCIAL GENERAL LIABILITY (EACH OCCURRENCE)
$2 MILLION COMMERCIAL GENERAL LIABILITY (AGGREGATE LIMIT)
$1 MILLION CSL AUTOMOBILE INSURANCE
$1 MILLION ERRORS AND OMISSIONS
STATUTORY WORKERS' COMPENSATION & EMPLOYERS LIABILITY
- $1 MILLION EACH ACCIDENT
- $1 MILLION DISEASE EACH EMPLOYEE
- $1 MILLION DISEASE POLICY LIMIT
STATUTORY U.S. LONGSHORE AND HARBOR WORKERS' INSURANCE

NOTE: Insurance certificates must be in the form approved by the Texas Attorney General, a sample of which follows this page.

Insurance Certificates must:

(a) be submitted the Subrecipient;
(b) **prominently display "Subrecipient Contract No. XXXXXX**
(c) Name City of Tomball and the General Land Office as an additional insured.

Failure to submit required insurance forms as instructed may significantly delay the start of work under the Contract.

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REQUIRED FORM OF CERTIFICATE FOLLOWS THIS PAGE

Attachment E
Contract No. _____
2 pages plus form and certificates

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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REQUIRED CONTRACT PROVISIONS (CONTRACTS USING FEDERAL FUNDS)

Italics – Explanatory; NOT CONTRACT LANGUAGE

THRESHOLD	PROVISION	CITATION
None	H) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMS guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Camp., p. 189) and 12689 (3 CFR Part 1989 Camp., p, 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.	2 CFR 200.333 (former 24 CFR (85.36(i) {11))
>$10,000	*B) All contracts in excess of $10, 000 must address termination for cause and for convenience by the non-• Federal entity including the manner by which it will be affected and the basis for settlement.* **Termination for Cause:** If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement. The City/County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City/County, be turned over to the City/County and become the property of the City/County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination. Notwithstanding the above. The Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor. **Termination for Convenience of the City/County:** City/County may at any time and for any reason terminate Contractor 's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City/County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City/County for any additional compensation or damages in the event of such termination and payment.	2 CFR 2:00 APPENDIX II (B)

>$50,000	*(A) Contracts for more than $50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate*. Use the following language for contracts > $50,000: **Resolution of Program Non-compliance and Disallowed Costs:** In the event of any dispute, claim, question, or disagreement - arising from or relating to this agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-DRRP program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter IS not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally.	2 CFR 200 APPENDIX II (A)

Equal Opportunity Clause for Construction Contracts > $10K, including administration & engineering contracts associated with construction contracts.

≥$10,000	2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60 all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the Equal Opportunity. Clause provided under 41 CFR 60- 1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part. 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity, "and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." **§60-1.4(b) Equal opportunity clause:** *(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract. loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:* *The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract loan, insurance, or guarantee, the following equal opportunity clause:* During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places. Available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.	41 CFR §60-1.4 (b) and 2 CFR 200 APPENDIX II (C)

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This Provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled , terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence Immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however. That in the event a contractor becomes involved in. or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations. and relevant

orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24 , 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order . In addition, the applicant agrees that if it fails or refuses to comply with these undertakings. the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan. insurance. guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.

(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written

(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11. 2015]

CONSTRUCTION CONTRACTS

>$2,000 for Davis Bacon and Copeland "Anti-Kickback" Act; >$100,000 for Contract Work Hours and Safety Standards Act	*Federal labor standards provisions include:* 1. *Davis Bacon Act (40 U.S.C. 3141 et seq) as supplemented by DOL regulations (29 CFR part 5);* 2. *Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3): and* 3. *Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq)*	

>$2,000	*Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland Anti-Kickback" Act (18 U.S.C. 874: 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3)* (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act 40 U.S.C. 3141-3144 and 3146-3148 as supplemented by Department of Labor regulations {29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland ''Anti- Kickback " Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations {29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency	2 CFR 200 APPENDIX II (D)
≥$100,000	(E) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
>$100,000	(F) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
>$150,000	(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	*2 CFR 200 APPENDIX II (G)*

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:

Date Filed:

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

TO BE SUBMITTED BY FIRM

TEXAS GENERAL LAND OFFICE
ENGINEERING
SCOPE OF WORK

SCOPE OF SERVICES REQUESTED.....2
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS 2
ENGINEERING SERVICES 2

SCOPE OF SERVICES REQUESTED

Providers will help the GLO fulfill State and Federal Community Development Block Grant – Disaster Recovery Reallocation Program ("CDBG-DRRP") statutory responsibilities related to disaster recovery for presidentially declared disasters in Texas. Providers will assist the GLO and grant recipients in the completion of CDBG qualified housing or non- housing projects. Respondents may be qualified to provide Engineering services for housing projects, non-housing projects, or both. Engineering services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO. Providers will be bound to specific terms and conditions found in the sample general terms and conditions.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondents will be required to show the ability to provide all the Engineering services described below. Respondent shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable.

General Requirements

(a) Coordinate, as necessary, between subrecipient and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO. regarding project design services.

(b) Provide monthly project status updates.

(c) Funding release will be based on deliverables identified in the contract.

Initial Engineering and Design Support

Respondents will be required to show the ability to provide all the Engineering services described below:

(a) Assist with the development of grant applications, as necessary.

(b) Provide all project information necessary to ensure timely execution of the environmental review.

(c) Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:

i. Cross sections/elevations

ii. Project layout/staging areas

iii. General notes

iv. Special notes

v. Design details

vi. Specifications

vii. Utility relocation designs

viii. Construction limits, including environmentally sensitive areas that should be avoided during construction

ix. Required permits

x. Quantities

xi. Estimate of construction costs to within +/- 25%

xii. Schedules for design, permitting, acquisition and construction

(d) Design surveying, topographic and utility mapping.

(e) Perform subsurface explorations for project sites, as necessary.

(f) Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.

(g) Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.

(h) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.

(i) Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.

(j) Prepare plans and profiles, including vertical design information for the selected alternative.

(k) Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.

(l) Complete acquisition or property/servitudes/right-of-way

documentation including necessary Rights of Entry(ies) (ROE) as required by the City to facilitate the project, preparing right of way surveys and/or property boundary maps and legal descriptions of parcels to be acquired.

(m) Provide project schedules from cradle to grave in MS Project format or equal as approved by the subrecipient based on GLO guidance.

Engineering and Final Design Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

(a) Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:

i. Cross sections/elevations

ii. Project layout/staging areas

iii. General notes

iv. Special notes

v. Design details

vi. Specifications

vii. Utility relocation designs

viii. Construction limits, including environmentally sensitive areas that should be avoided during construction

ix. Required permits (to include USACE, TxDOT, and any other applicable permits to complete project)

x. Quantities

xi. Estimate of construction costs to within +/- 20%

xii. Schedules for design, permitting, acquisition and construction

(b) Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps.

(c) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.

(d) Provide hard copy, if necessary, reproducible plan drawings and bid

documents, in addition to electronic copies to the subrecipient, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents.

(e) Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

Bid and Award Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to bid and award support.

(a) Submit appropriate items and support subrecipient in the development of complete bid package.

(b) Prepare and assist subrecipient in the advertisements for bid solicitation.

(c) Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation).

(d) Attend and support subrecipient at pre-bid conference and bid opening.

(e) Support subrecipient with ongoing communication during bid process.

(f) Support subrecipient to complete bid tabulation and evaluation of responses and provide recommendation for award.

(g) Support subrecipient to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and subrecipient requirements.

(h) Support subrecipient in the conducting of a preconstruction conference.

Contract Management and Construction Oversight

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight.

(a) Ensure delivery of subrecipient project in accordance with contract.

(b) Provide ongoing Construction Oversight Reports detailing the status of construction for subrecipient project.

(c) Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.

(d) Provide periodic and final inspections and tests reports, as required for the project.

(e) Provide on-site supervision and oversight of construction activities at a minimum on a bi-weekly basis or as directed by the GLO or subrecipient. Review Construction Change Orders and provide recommendation to subrecipient as to appropriate action.

(f) Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents.

(g) Obtain independent cost estimates for validation purposes, as required.

(h) Review and respond to requests for information/clarification.

(i) Support subrecipient with issue identification and claims resolutions.

(j) Enter all requisite information into the GLO system of record in accordance with established policies and procedures.

(k) Develop a final "as built" report of quantities, drawings, and specifications.

(l) Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.

(m) Deliver "as-built" drawings to the subrecipient within 30 days of project completion.

(n) Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.

(o) Perform other contract management and construction oversight duties as required to ensure success of the subrecipient project.

(p) Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).

(q) Submit all final invoices within 60 days after contract or work order expiration.

Specialized Services

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to specialized services.

(a) Provide Geotechnical Investigations as may be required for a project.

(b) Provide Detailed Surveying as may be required for a project.

(c) Provide Site Specific Testing as may be required for a project.

(d) Provide Archeological Studies as may be required for a project.

(e) Provide Planning Studies as may be required for a project.

(f) Provide Feasibility Studies as may be required for a project.

(g) Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.).

(h) Provide Phase I and Phase II environmental site assessments as requested.

RFQ for Professional Engineering Services DRRP Committee Scoring Summary					
Evaluator	**Submitting Firms**				
	Colliers	**Strand Associates**	**AWC**	**OEI**	
Evaluator One	86	87	86	91	
Evaluator Two	78	79	62	88	
Evaluator Three	81	86	78	88	
Total	**245**	**252**	**226**	**267**	
Average	**82**	**84**	**75**	**89**	

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: 7/21/2025

Topic:

Approve the purchase of hardware, workstations and other equipment and supplies from Dell Technologies through the Texas Department of Information Resources (DIR-CPO-5792) for a not-to-exceed amount of $75,000, authorize the expenditure of funds thereof, and authorize the City Manager to execute any and all related documents. This expenditure is included in the FY 2024-2025 budget.

Background:

The City of Tomball purchases various workstations and IT hardware from Dell Technologies through Dell's government purchasing contracts. In FY 2025, the IT Department has focused on replacing all Windows 10 devices throughout the city. As Windows 10 reaches end of support on October 14, 2025, the remaining workstation purchases required to complete this project will cause the City's total annual expenditures with Dell Technologies to exceed $50,000. The City has budgeted funds to complete this project in FY 2025 as part of the IT department's regular computer equipment budget.

	Amount
Current FY 2024-2025 expenditures with Dell	$49,469.17
Additional projected spending for workstations/hardware	$25,530.83
Total Projected Annual Spend	**$75,000.00**

Origination: Information Technology

Recommendation:

Staff recommends approving the expenditure with Dell Technologies for a not-to-exceed amount of $75,000.

Party(ies) responsible for placing this item on agenda: Ben Lato, Interim IT Director

FUNDING (IF APPLICABLE)

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

Yes: X No: _____ If yes, specify Account Number: #100-117-6101

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

Signed: Ben Lato 7/11/2025 **Approved by:** _____

Staff Member Date City Manager Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 21, 2025

Topic:

Authorize annual spending exceeding $50,000 from Siddons-Martin in accordance with the Purchasing and Bidding Policy for Fiscal Year 2024-2025. These purchases are within the Fiscal Year 2024-2025 budget.

Background:

Administrative Policy No. 9 – Purchasing and Bidding Policy requires City Council approval for individual or aggregate vendor purchases exceeding $50,000. The annual spend for vendor, Siddons Martin currently exceeds $50,000 for Fiscal Year 2024-2025. To ensure compliance with the Purchasing and Bidding Policy, Staff is requesting approval of the purchases.

Siddons-Martin is the soul source for parts for Pierce Fire Apparatus, the manufacture of all current first out fleet within the fire department. Due to current maintenance issues and body repairs with our fire apparatus the annual spent is $46,048.16. With current and future expenditures we expect to spend $60,000.00.

Origination: Fire Department

Recommendation:

Approval

Party(ies) responsible for placing this item on agenda: Joe Sykora, Fire Chief

FUNDING (IF APPLICABLE)

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

Yes: x No: If yes, specify Account Number: #100-142/145-6205

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

Signed Joe Sykora 07/15/2025 Approved by

Staff Member Date City Manager Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 21, 2025

Topic:

Approve a Memorandum of Understanding with FLS Development, LLC pertaining to the Graylou Grove development, and authorize the City Manager to execute any and all related documents.

Background:

On June 2, City Council appointed Councilmember Garcia and Councilmember Covington to serve on an ad-hoc committee with City staff to complete negotiations with FLS Development, LLC pertaining to the Graylou Grove development. FLS Development has requested voluntary annexation into the city limits, applied for a planned development for mix use development (commercial and residential), and petitioned for a Public Improvement District (PID).

The committee met with the developer on June 30 and worked with the developer to identify their development goals and the City's priorities as it relates to the development. In order to continue progressing with the annexation, planned development, and PID process, the committee recommended a Memorandum of Understanding that outlines the requirements of the developer for approval of the three requests including:

1. Completion of voluntary annexation.
2. Complete Certificate of Convenience and Necessity (CCN) transfer from Aqua Services to the City of Tomball for water and sewer.
3. Extend all utilities, including water, wastewater, and natural gas, to the entire development.
4. Dedication of required right-of-way for the future expansion of Medical Complex Drive through the entire property to the eastern property boundary.
5. Construct a full boulevard, four lanes divided by a median, from the intersection of Medical Complex Drive and Hufsmith-Kohrville Road to the cul-de-sac at the eastern edge of the area designated for residential development.
6. Design the detention ponds for full capacity of the development.
7. Design and construct a loop system for the required water line with two connection points along Hufsmith Kohrville Road.
8. Developer, and future Homeowners Association (HOA), will be responsible for all right-of-way grass and landscaped areas, detention pond maintenance, and amenities for the life of the development.

In addition to these items, the City and developer will explore the option to have a connection to the neighboring development, Country Club Green, for emergency access only, as permitted by law. In return for completion and agreeance of these items, the City agrees to create a debt PID with a single issuance bond to be sold with the LTV is at 3:1, as required by City policy, with an approved assessment of $0.95 for a 30-year term, not to exceed $8,000,000.

Origination: Project Management

Recommendation:

Approve a Memorandum of Understanding with FLS Development, LLC pertaining to the Graylou Grove development.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

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 Meagan Mageo _____ Approved by _____

Staff Member Date City Manager Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between the City of Tomball, Texas, a municipal corporation situated in Harris County, Texas (the "City"), and FLS Development, LLC, a Texas company ("FLS").

RECITALS

WHEREAS, FLS has approximately 43.149 acres of land (the "Property") located along Hufsmith-Kohrville Road, at the intersection of Medical Complex Drive, and located in the Jesse Pruitt Survey, Abstract Number 629, Harris County, Texas. Being that certain called 31.994 acres of land described in deed recorded in the Official Public Records of Property of Harris County, Texas, under County Clerk's File Number RP-2023-170674, a portion of that certain called 17.307 acres of land described in deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2023-17132, as further described in provided Metes and Bounds Description; and

WHEREAS, approximately 10.487 acres of the Property is presently located in the City limits and approximately 38.814 acres of the Property is presently located in the City's extraterritorial jurisdiction for total property area of 49.301 acres; and

WHEREAS, FLS and the City desire to work together to facilitate the development of a residential project (the "Project") to be annexed into the City and creation of a Public Improvement District ("PID") consisting of a mixed-use development of commercial and residential with approximately 89 single family lots and amenities, and general retail spaces in accordance with the terms and conditions outlined in the PID Petition and pending Planned Development.

NOW THEREFORE, the City and FLS agree as follows:

Section 1. Purpose. The purpose of this MOU is to establish the framework for the documentation and approval of the parties' agreement relating to the Project.

Section 2. Requirements. The Property upon which the Project is to be located is generally described and depicted in Exhibit A – Survey attached to and made a part of this MOU. The Property is owned by FLS. The basic development plan for the Property is attached as Exhibit B – Concept Plan. As currently proposed, the Developer and City will complete the following items:

a. Developer will voluntarily annex all property within the development.
b. Developer will secure a Certificate of Convenience and Necessity (CCN) transfer from Aqua Services to the City of Tomball for water and sewer infrastructure.
c. Developer will extend the water, wastewater, and natural gas service to all commercial and residential lots.

d. Developer will dedicate required right-of-way for the future expansion of Medical Complex Drive through their entire property to the eastern property boundary.
e. Developer will construct a full boulevard, four lanes divided by a median, from the intersection of Medical Complex Drive and Hufsmith-Kohrville Road to a cul-de-sac at the eastern edge of the area designated for residential development.
f. Developer will design the detention for full capacity of the development.
g. Developer will design and construct a loop system for the required water line with two connection points along Hufsmith-Kohrville Road.
h. Developer, and future Homeowners Association, will be responsible for all right-of-way grass and landscaped areas and detention pond and amenity maintenance for the life of the development.
i. Developer and City will explore the option to have a connection to the neighboring development, Country Club Green, for emergency access only, as permitted by law.
j. City agrees to create a debt PID with a single issuance bond to be sold when the LTV is at 3:1 with an approved assessment of $0.95 for a 30-year term, not to exceed $8,000,000.

Section 3. Annexation. FLS agrees to petition the City for voluntary annexation prior to the development of the Project. The annexation process and schedule will be provided by the City, and final annexation will be dependent upon the Certificate of Convenience and Necessity (CCN) transfer.

Section 4. Development and Financing of the Project. The Project is to be developed and financed as outlined in this Section.

a. Construction and Ownership. FLS will be responsible for the construction of all infrastructure and lots. FLS is responsible for the financing of all improvements. FLS will retain ownership of the lots but will convey the public infrastructure to City, (the detention ponds are not public).
b. Public Improvement District. FLS desires the creation of a Public Improvement District, and the City agrees to the creation, levy of assessments against identified property within the Development, and the sale of bonds as needed for reimbursement of PID eligible expenses.
c. Maintenance of Improvements. The City will be responsible for the ongoing maintenance of the completed public infrastructure to include streets, water mains, sewer collection mains, natural mains gas, and public drainage facilities (storm sewer). The amenities, right-of-way grass and landscaped areas, and detention ponds are to be maintained by the Developer and future homeowner association.
d. Development Agreement. FLS and the City will enter into a development agreement ("Agreement") that will set forth in detail the obligations of the various parties. The Agreement will include detailed budgets for Project construction, the platting process for the Property, voluntary annexation into the city limits, CCN transfer, zoning and planned

development process, description of the infrastructure to be completed, construction timelines and milestones, and the timing and mechanisms for conveyances of infrastructure to the City. All improvements to be conveyed to the City must be designed and constructed per the City's engineering specifications and pursuant to both state law applicable to the City and to the City's ordinances and codes.

Section 5. Legal Effect of MOU. The City and FLS understand and agree that this MOU consists only an expression of intent and shall have no legal or binding effect on the parties. This MOU is not intended to be all inclusive of requirements for the development. All development review processes shall be required.

Section 6. Term. The term of this MOU will commence on the execution date hereof and shall terminate on the earliest to occur of fifteen days following written notice by either party or the execution of the Development Agreement.

Section 7. Relationship of Parties. The parties shall not be deemed in a relationship of partners or joint ventures by virtue of this MOU, nor shall either party be an agent, representative, trustee or fiduciary of the other. Neither party shall have any authority to bind the other to any agreement. This MOU is not assignable or transferable by either party without the other party's written consent.

Section 8. Amendments. The parties reserve the right to amend this MOU. Any amendment of this MOU must be in writing, signed by both parties, and approved by City Council.

CITY OF TOMBALL, TEXAS

By: _____
Name: David Esquivel, PE, City Manager

ATTEST:

By: _____
Name: Thomas Harris III, City Secretary

FLS Development, LLC

By: _____
Name: Shawn Speer, Manager

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 21, 2025

Topic:
Conduct a public hearing and consideration to approve Zoning Case Z25-07: Request by Paul and Brenda Mladenka, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 9.565 acres of land legally described as Lots 378 and 381 of Tomball Outlots from Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1811 South Persimmon Street, within the City of Tomball, Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2025-19, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 9.565 acres of land legally described as Lots 378 and 381 of Tomball Outlots from Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1811 South Persimmon Street, within the City of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

Origination: Paul and Brenda Mladenka

Recommendation:

Party(ies) responsible for placing this item on agenda: Craig T. Meyers, P.E

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 Date City Manager Date

ORDINANCE NO. 2025-19

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 9.565 ACRES OF LAND LEGALLY DESCRIBED AS LOTS 378 AND 381 OF TOMBALL OUTLOTS FROM SINGLE-FAMILY ESTATE RESIDENTIAL (SF-20-E) TO THE LIGHT INDUSTRIAL (LI) ZONING DISTRICT. THE PROPERTY IS LOCATED AT 1811 SOUTH PERSIMMON STREET, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

Whereas, Paul and Brenda Mladenka, have requested to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 9.565 acres of land legally described as Lots 378 and 381 of Tomball Outlots from Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district; and

Whereas, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing and at least ten (10) days after written notice of that hearing was mailed to the owners of land within three hundred feet of the Property in the manner required by law, the Planning & Zoning Commission held a public hearing on the requested rezoning; and

Whereas, the public hearing was held before the Planning & Zoning Commission at least forty (40) calendar days after the City's receipt of the requested rezoning; and

Whereas, the City Council deems it appropriate to grant the requested rezoning.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, THAT:

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

Section 2. The rezoning classification of the Property is hereby changed and is subject to the regulations, restrictions, and conditions hereafter set forth.

Section 3. The Official Zoning Map of the City of Tomball, Texas shall be revised and amended to show the designation of the Property as hereby stated, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Tomball, save and except the change in zoning classification for the Property as described above.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined an amount not to exceed $2,000. Each day of violation shall constitute a separate offense.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE _____ DAY OF _____ 2025.

COUNCILMAN FORD	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
COUNCILMAN PARR	_____

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE _____ DAY OF _____ 2025.

COUNCILMAN FORD	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
COUNCILMAN PARR	_____

_____
LORI KLEIN QUINN, Mayor

ATTEST:

_____
Thomas Harris III
City Secretary

Exhibit “A”

Location: 1811 South Persimmon Street, within the City of Tomball, Harris County, Texas.



NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
JULY 14, 2025
&
CITY COUNCIL
JULY 21, 2025

Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, July 14, 2025, at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, July 21, 2025, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case Z25-07: Request by Paul and Brenda Mladenka, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 9.565 acres of land legally described as Lots 378 and 381 of Tomball Outlots from Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1811 South Persimmon Street, within the City of Tomball, Harris County, Texas.

Zoning Case Z25-08: Request by James and Patricia Case, represented by Shawn Ballard, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 8.07 acres of land legally described as being Lots 286-A and 289 of Tomball Outlots and Lot 289-A, Block 1 of Case Tract from Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1514 South Persimmon Street, within the City of Tomball, Harris County, Texas.

Zoning Case Z25-09: Request by FLS Development LLC, represented by William Shawn Speer and Kyle Friedman, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 49.301 acres of land legally described as being portions of Lots 489 through 498 of Tomball Outlots as well as all of Lot 1 & Reserve A in Block 1 of Brandt Holdings subdivision from Commercial (C) & Agricultural (AG) to the Planned Development (PD) zoning district. The properties are generally located within the 2100 – 2200 blocks (east side) of Hufsmith-Khorville Road, within the City of Tomball, Harris County, Texas.

Conditional Use Permit Case CUP25-05: Request by Hufsmith – Kohrville Business Park LLC, represented by William Lawrence and Spetza Roasting Co. LLC, for a Conditional Use Permit to allow the land use of "Coffee roasting" within the City of Tomball's Commercial (C) zoning district. This request affects approximately 3.7869 acres of land legally described as being Lot 2, Block 1 of Huffsmith-2978 Replat No 1. The property is located at 22525 Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Administrative Services Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the Assistant City Planner, Benjamin Lashley, at (281) 290-1477 or at blashley@tomballtx.gov.

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

I hereby certify that the above notice of the 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 July 2025 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Benjamin Lashley
Benjamin Lashley
Assistant City Planner

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 feel free to contact the City Secretary's office at (281) 290-1019 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT www.tomballtx.gov.

City of Tomball
Community Development Department

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z25-07 **6/30/2025**

The Planning & Zoning Commission will hold a public hearing on **July 14, 2025 at 6:00 PM,** in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by Paul and Brenda Mladenka, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 9.565 acres of land legally described as Lots 378 and 381 of Tomball Outlots from Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1811 South Persimmon Street, within the City of Tomball, Harris County, Texas.

This hearing is open to any interested person. Opinions, objections, and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of this request. Only the area which is highlighted in green on the map is being considered for **re-zoning.** The blue area is the notification area. All owners of property within 300 feet of the subject property, as indicated by the most recently approved city tax roll, are required to be notified. Whether recommended for approval or denial by the Planning & Zoning Commission, this case will be heard by the City Council for First Reading with public hearing on **July 21, 2025 at 6:00 PM** in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions please contact Benjamin Lashley, Assistant City Planner, by telephone (281-290-1477) or by email address blashley@tomballtx.gov.

For the PLANNING & ZONING COMMISSION
Please call (281) 290-1477 if you have any questions about this notice.

CASE #: Z25-07
You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name:
Parcel I.D.:
Address:

Mailing To: Community Development Department
501 James St., Tomball TX 77375

Email: blashley@tomballtx.gov

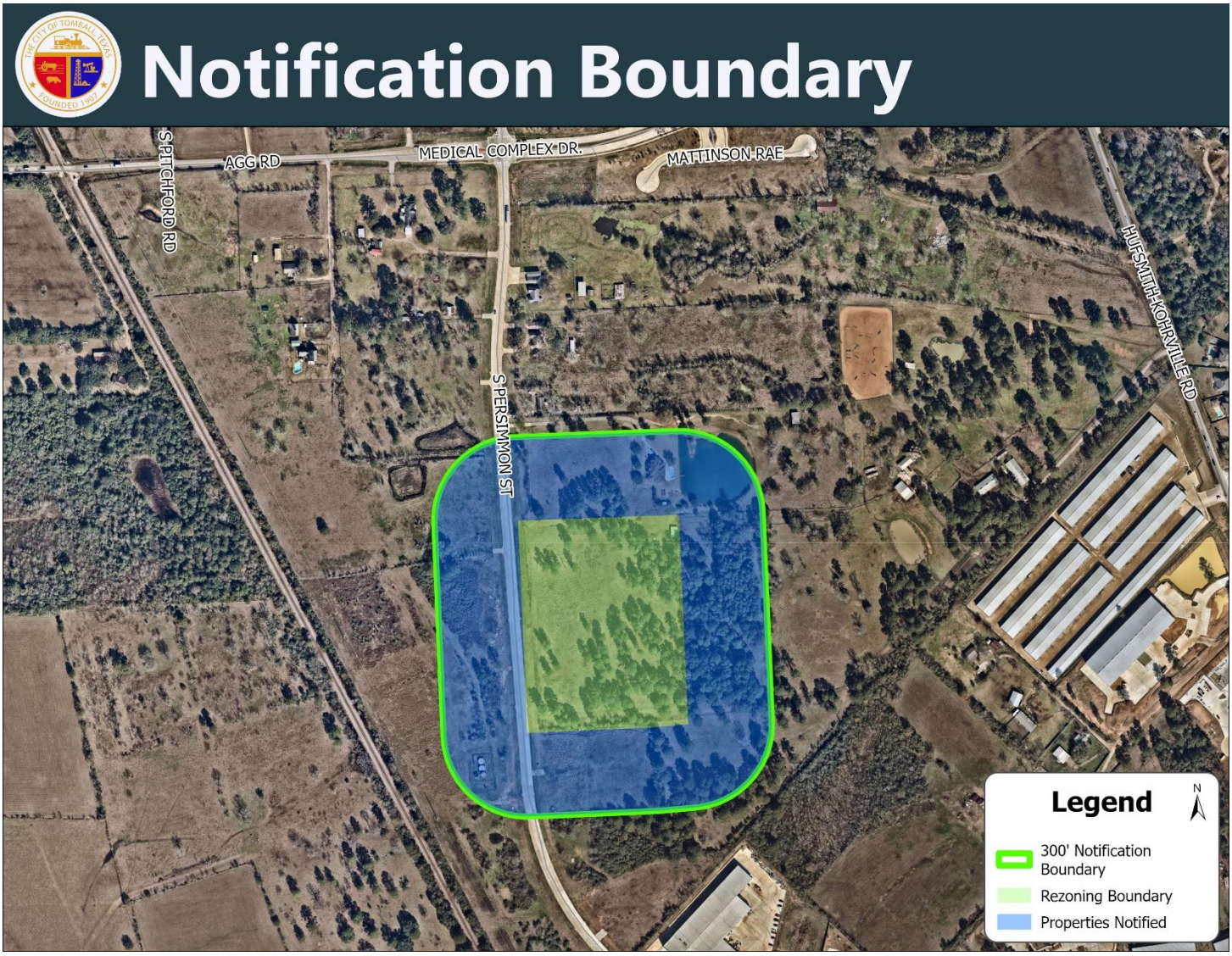
I am in favor ☐ I am opposed ☐

Additional Comments:

Signature: _____

City of Tomball
Community Development Department

Z25-07



For the PLANNING & ZONING COMMISSION
Please call (281) 290-1477 if you have any questions about this notice.

CASE #: Z25-07

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: MICHEL MELVIN E & TRACY A
Parcel I.D.: 0352920000374
Address:21725 HUFSMITH KOHRVILLE RD

Mailing To: Community Development Department
501 James St., Tomball TX 77375

Email: blashley@tomballtx.gov

I am in favor ☑ I am opposed ☐

Additional Comments:

Signature:

For the PLANNING & ZONING COMMISSION
Please call (281) 290-1477 if you have any questions about this notice.

CASE #: Z25-07

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: RANDALL JOHN W JR & TRACY A
Parcel I.D.: 0352920000530
Address:21725 HUFSMITH KOHRVILLE RD

Mailing To: Community Development Department
501 James St., Tomball TX 77375

Email: blashley@tomballtx.gov

I am in favor ☑ I am opposed ☐

Additional Comments:

Signature:

CASE #: Z25-07

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: RANDALL JOHN W JR & TRACY A
Parcel I.D.: 0352920000531
Address:21725 HUFSMITH KOHRVILLE RD

Mailing To: Community Development Department
501 James St., Tomball TX 77375

Email: blashley@tomballtx.gov

I am in favor ☑ I am opposed ☐

Additional Comments:

Signature:

Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: July 14, 2025
City Council Public Hearing Date: July 21, 2025

Rezoning Case:	Z25-07
Property Owner(s):	Paul and Brenda Mladenka
Applicant(s):	Paul and Brenda Mladenka
Legal Description:	Approximately 9.565 acres of land legally described as Lots 378 and 381 of Tomball Outlots
Location:	1811 South Persimmon Street (Exhibit "A")
Area:	9.565 acres
Comp Plan Designation:	Business Park and Industrial (Exhibit "B")
Present Zoning:	Single-Family – 20 Estate Residential (SF-20-E) District (Exhibit "C")
Request:	Rezone from the Single-Family – 20 Estate Residential (SF-20-E) to the Light Industrial (LI) District

Adjacent Zoning & Land Uses:

	Zoning	Land Use
North	Single-Family – 20 Estate Residential (SF-20-E)	A single-family residence
South	Light Industrial (LI)	Undeveloped land
East	Light Industrial (LI)	A single-family residence
West	Single-Family – 20 Estate Residential (SF-20-E) and Light Industrial (LI)	Undeveloped land

BACKGROUND

The subject property has been within the City of Tomball's SF-20-E zoning district since the adoption of zoning in February 2008. The property is currently undeveloped except for one agricultural building. A recent rezoning in the area includes the property directly to the east that was successfully rezoned into the Light Industrial District in October 2024.

ANALYSIS

Comprehensive Plan Analysis: The property is designated as "Business Park and Industrial" by the Comprehensive Plan's Future Land Use Map. The Business Park and Industrial designation is intended to be located near adequate thoroughfares which provide convenient access for vehicular traffic including freight.

According to the Comprehensive Plan, land uses should consist of administrative services, wholesaling, manufacturing (with no outdoor activity if located adjacent to residential uses), indoor warehouse, industrial business park, retail, office, manufacturing (with indoor or outdoor activity if located adjacent to higher-intensity commercial uses or where appropriate), and warehouse/ storage.

The Comprehensive Plan identifies the following zoning districts as compatible with the Business Park and Industrial designation: Light Industrial (LI), Commercial (C), and Office (O). The Comprehensive Plan also identifies the need to carefully design sites that are adjacent to residential zoning districts to include landscape buffering as well as the screening of outdoor storage and equipment from public rights-of-way.

Staff Review Comments: The request to rezone the subject property to Light Industrial (LI) is in conformance with the Future Land Use Plan. Furthermore, the subject property has frontage on South Persimmon Street which is designated as a Minor Arterial on Tomball's Major Thoroughfare Plan. Roadways such as this are designed to accommodate the volume and character of traffic that can be expected within the Light Industrial district. The approval of the requested zoning will promote a new development that is consistent with the type of development patterns and character endorsed by the Future Land Use Plan for this area.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site were mailed notification of this proposal on June 30, 2025. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

EXHIBITS

A. Aerial Location Map
B. Future Land Use Plan
C. Zoning Map
D. Site Photos
E. Rezoning Application

Exhibit "A"
Aerial Location Map



Exhibit "B"
Future Land Use Plan

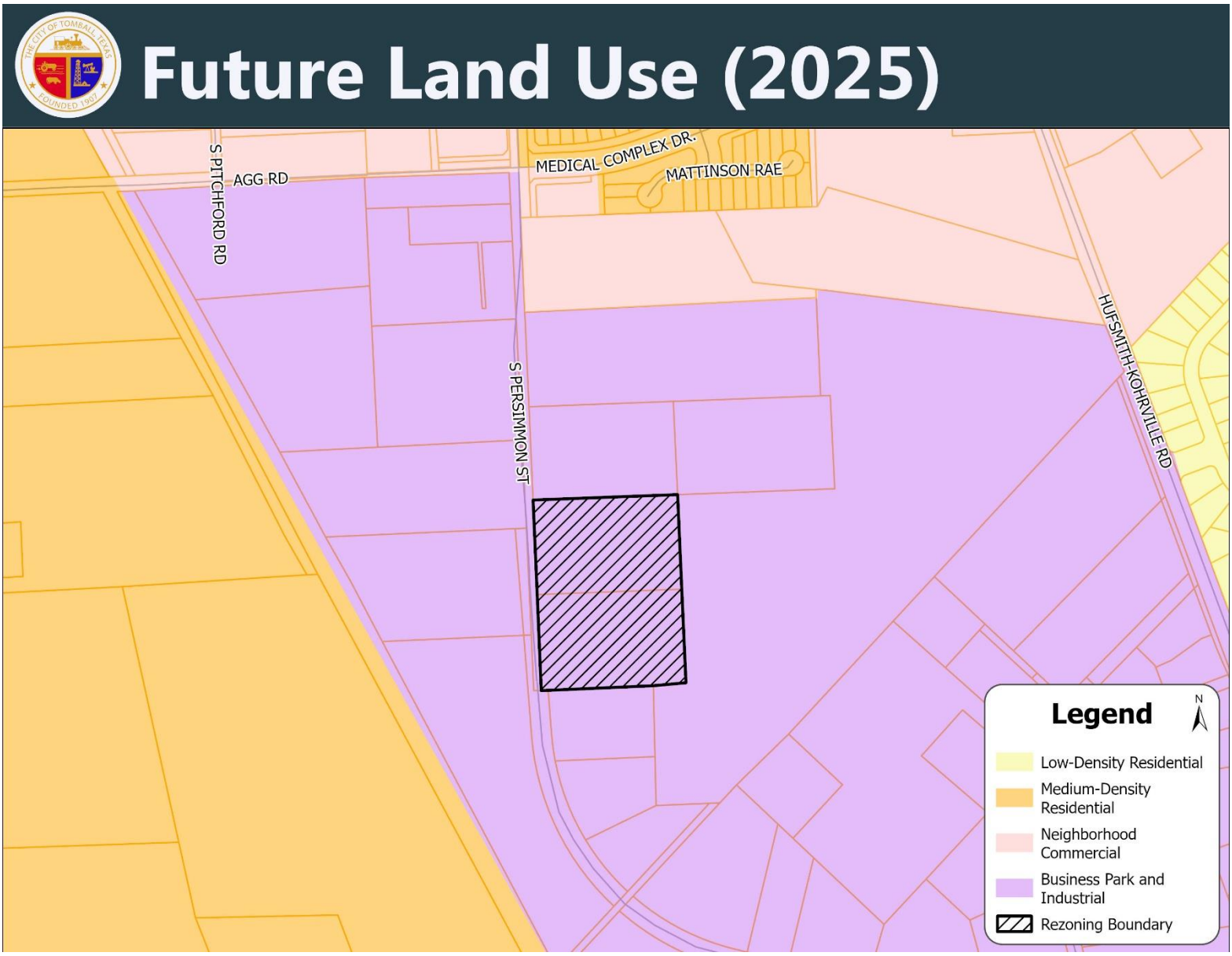


Exhibit "C"
Zoning Map

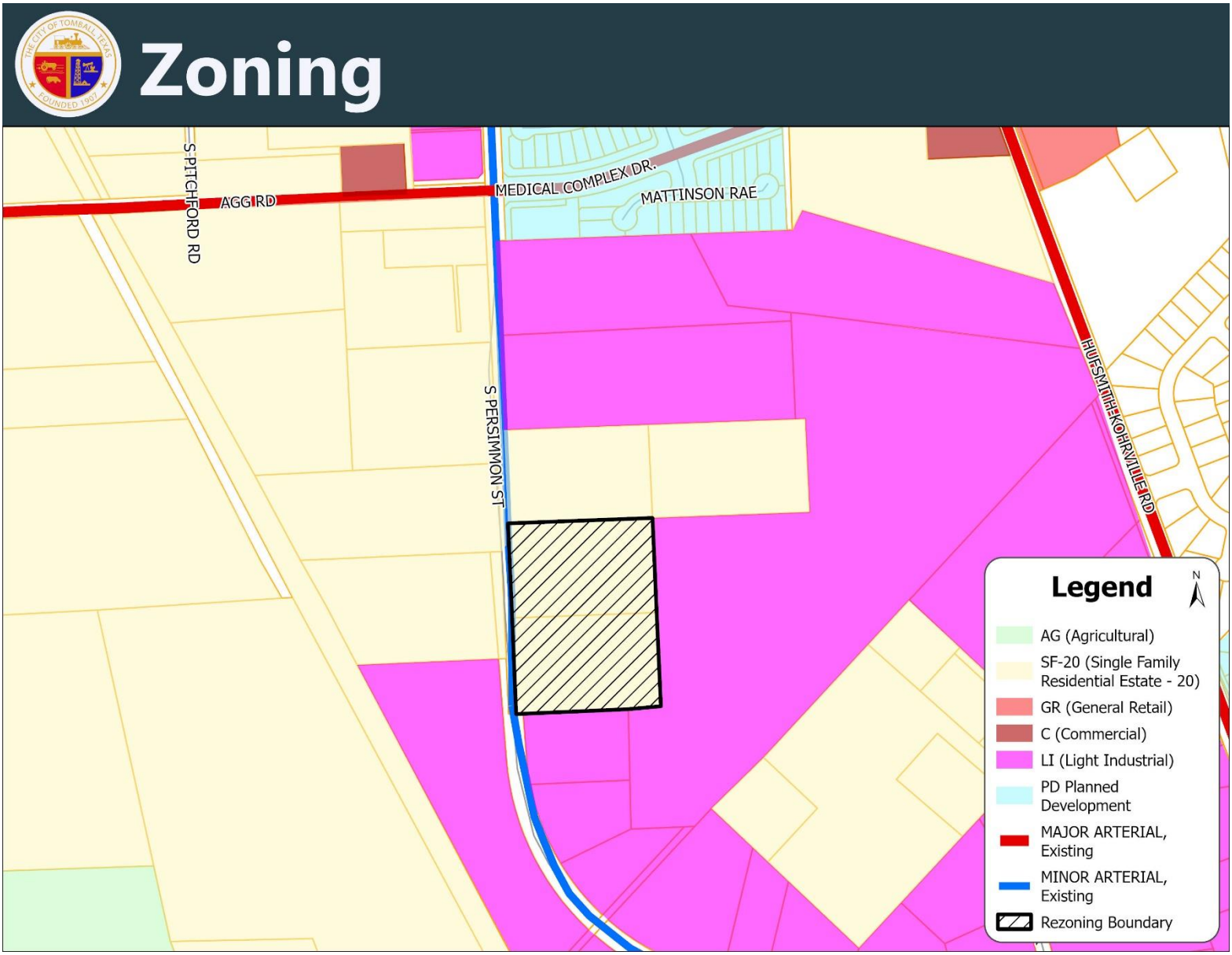


Exhibit "D"
Site Photo(s)

Subject Site



Neighbor (North)



Neighbor (South)



Neighbor (East)



Neighbor (West)



Exhibit "E"
Rezoning Application

Revised: 10/1/2022

APPLICATION FOR RE-ZONING

Community Development Department
Planning Division

APPLICATION REQUIREMENTS: Applications will be ***conditionally*** accepted on the presumption that the information, materials and signatures are complete and accurate. If the application is incomplete or inaccurate, your project may be delayed until corrections or additions are received.

There is a $1,000.00 application fee that must be paid at time of submission or the application will not be processed.

DIGITAL PLAN SUBMITTALS:
PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY IN A SINGLE PDF BY FOLLOWING THE WEBSITE BELOW:

WEBSITE: **tomballtx.gov/securesend**
USERNAME: **tomballcdd**
PASSWORD: **Tomball1**

Applicant BRENDA
Name: PAUL MLADENKA Title:
Mailing Address: 1631 S. PERSIMMON City: TOMBALL State: TX
Zip: 77375 Contact:
Phone: (713) 444 3030 Email: MLADENKA2002@OUTLOOK.COM

Owner
Name: SAME AS APPLICANT Title:
Mailing Address: City: State:
Zip: Contact:
Phone: (___) ___ Email:

Engineer/Surveyor (if applicable)
Name: SEAN CONLEY Title:
Mailing Address: City: State:
Zip: Contact:
Phone: (___) ___ Fax: (___) ___ Email:

Description of Proposed Project: LIGHT INDUSTRIAL

Physical Location of Property: 1811 S. Persimmon St. Tomball TX
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: TR 381 and all of Lot 378 of Tomball Outlots
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: SF-20

City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405 www.tomballtx.gov

Revised: 10/1/2022

Current Use of Property: AG USE

Proposed Zoning District: LIGHT INDUSTRIAL

Proposed Use of Property: LIGHT INDUSTRY

HCAD Identification Number: 0352920000542 & 33 Acreage: ≈ 9.565 (see survey)

Please note: A courtesy notification sign will be placed on the subject property during the public hearing process and will be removed when the case has been processed.

This is to certify that the information on this form is COMPLETE, TRUE, and CORRECT and the under signed is authorized to make this application. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

X _____ 9/23/24
Signature of Applicant **Date**

X Brenda Maderka 9/23/24
Signature of Owner **Date**

Docusign Envelope ID: 6BA72082-147E-45B6-9FA7-05086C234B1C

Revised: 08/25/2023

Submittal Requirements

The following summary is provided for the applicant's benefit. However, fulfilling the requirements of this summary checklist does not relieve the applicant from the responsibility of meeting the regulations in the Zoning Ordinance, subdivision regulations, and other development related ordinances of the City of Tomball.

Applications must be received by the City of Tomball at least 40 calendar days prior to the City Planning and Zoning Commission hearing date.

- **Application Fee: $1,000.00 (standard zoning) or $1,500.00 (PD zoning)**
- **Completed application form**
- ***Copy of Recorded/Final Plat**
- **Letter stating reason for request and issues relating to request**
- **Conceptual Site Plan (if applicable)**
- **Metes & Bounds of property**
- **Payment of all indebtedness attributed to subject property must be paid with application or an arrangement in accordance with Section 50-36(a)(3) of the Code of Ordinances as cited below:**

(No person who owes delinquent taxes, delinquent paving assessments, or any other fees, delinquent debts or obligations or is otherwise indebted to the City of Tomball, and which are directly attributed to a piece of property shall be allowed to submit any application for any type of rezoning, building permit, or plan review until the taxes, assessments, debts, or obligations directly attributable to said property and owed by the owner or previous owner thereof to the City of Tomball shall have been first fully discharged by payment, or until an arrangement satisfactory to the City has been made for the payment of such debts or obligations. It shall be the applicant's responsibility to provide evidence of proof that all taxes, fees, etc.. have been paid, or that other arrangements satisfactory to the City have been made for payment of said taxes, fees, etc.)

The City's staff may require other information and data for specific required plans. Approval of a required plan may establish conditions for construction based upon such information.

***Legal Lot Information:** If property is not platted, a plat will be required to be filed with the Community Development Department unless evidence of a legal lot is provided. To be an un-platted legal lot, the applicant is required to demonstrate that the tract existed in the same shape and form (same metes and bounds description) as it currently is described prior to August 15, 1983, the date the City adopted a subdivision ordinance.

Docusign Envelope ID: 6BA72082-147E-45B6-9FA7-05086C234B1C

Revised: 08/25/2023

Application Process

1. The official filing date is the date the application and fee are received by the City.

2. The City will review the application for completeness and will notify the applicant in writing within 10 days if the application is deemed incomplete.

3. Property owners within two-hundred (300) feet of the project site will be notified by letter within 10 calendar days prior to the public hearing date and legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing.

4. A public hearing will be held by the Planning and Zoning Commission at 6:00 p.m. in the City Council chambers, unless otherwise noted. The Planning and Zoning Commission meetings are scheduled on the second Monday of the month. The staff will review the request with the Commission and after staff presentations the chair will open the public hearing. The applicant will have ten (10) minutes to present the request. The chair will then allow those present in favor of the request and those in opposition to the request to speak. The Commission may then ask staff or anyone present additional questions, after which the Commission may close or table the public hearing. The Commission may then vote to recommend approval or denial to the City Council. The Commission may also table the request to a future date before a recommendation is sent to the City Council.

5. A second public hearing will be scheduled before the City Council after fifteen (15) days of legal notice. The Council meetings are held on the first (1st) and third (3rd) Mondays of the month at 6:00 p.m. in the City Council chambers (401 Market Street, Tomball, Texas, 77375).

6. The City Council will conduct a public hearing on the request in the same manner as the Planning and Zoning Commission. In the event that there has been a petition filed with the City Secretary with twenty percent (20%) of the adjoining property owners in opposition to the subject zoning request, it will require a three fourths (3/4) vote of the full Council to approve the request. Upon approval of the request by the City Council, an amended ordinance shall be prepared and adopted. The ordinance shall have two separate readings and will be effective at such time that it is adopted by City Council and signed by the Mayor and attested by the City Secretary.

FAILURE TO APPEAR: It is the applicant/property owner's responsibility to attend all Planning and Zoning Commission and City Council meetings regarding their case. Failure of the applicant or his/her authorized representative to appear before the Planning and Zoning Commission or the City Council for more than one (1) hearing without approved delay by the City Manager, or his/her designee, may constitute sufficient grounds for the Planning and Zoning Commission or the City Council to table or deny the application unless the City Manager or his/her designee is notified in writing by the applicant at least seventy-two (72) hours prior to the hearing. If the agenda item is tabled the Planning and Zoning Commission shall specify a specific date at which it will be reconsidered.

April 21, 2025

Date: ~~Sept 26, 2024~~

To: Tomball City Council

From: Paul & Brenda Mladenka

1631 S. Persimmon St.

Subj: Application to Re-zone

Please let this letter serve to inform the city of Tomball of our intent to re-zone approximately ~~8.4~~ 9.565 acres of our land to "light industrial." The current designation is SF-20. Our intention is to sell the property to an "end-user" for the purpose of building three office/warehouse type structures, similar to those constructed in the business park just to the south of us.

Your consideration and prompt attention to this matter is appreciated.

Sincerely,

Paul & Brenda Mladenka

(713) 444 3030

DESCRIPTION OF A 4.924 ACRE TRACT OF LAND
SITUATED IN THE
JESSE PRUETT SURVEY, ABSTRACT NO. 629
CITY OF TOMBALL
HARRIS COUNTY, TEXAS

Being a 4.924 (214,479 square foot) tract of land situated in the Jesse Pruett Survey, Abstract 629, City of Tomball, Harris County, Texas, and being a portion of a called 5.00 acre tract of land conveyed in an instrument to Paul Mladenka and Brenda Mladenka recorded under Harris County Clerk's File Number (H.C.C.F. No.) Y200969, and being a portion of Lot 378 of CORRECTED MAP OF TOMBALL OUTLOTS, a subdivision per plat recorded under Volume 4, Page 75 of the Harris County Map Records (H.C.M.R.), said 4.924 acre tract of land being more fully described by metes and bounds as follows with all bearings being based on the Texas Coordinate System of 1983, South Central Zone:

BEGINNING at a 1/2-inch iron rod found for the common corner of Lots 378, 379, 381 and 382 of said TOMBALL OUTLOTS, same being the northeast corner of a called 4.8373 acre tract described in an instrument to Paul Mladenka and Brenda Mladenka recorded under H.C.C.F. No. 20080184176, same being the southeast corner of the herein described tract of land;

THENCE, S 87°35'32" W, a distance of 561.10 feet with the north line of said 4.8373 acre tract to a 5/8-inch iron rod with cap stamped "CONLEY RPLS 6739" set for the southwest corner of the herein described tract of land, lying on the east right-of-way line of South Persimmon Street (80 feet wide) as shown per plat recorded under Volume 4, Page 75 of the H.C.M.R. and described per instrument recorded under H.C.C.F. No. RP-2020-127861;

THENCE, N 04°27'16" W, a distance of 377.90 feet with said east right-of-way line to a 5/8-inch iron rod with cap stamped "CONLEY RPLS 6739" set for the northwest corner of the herein described tract of land, lying on the common line of Lots 374 and Lot 378 of said TOMBALL OUTLOTS;

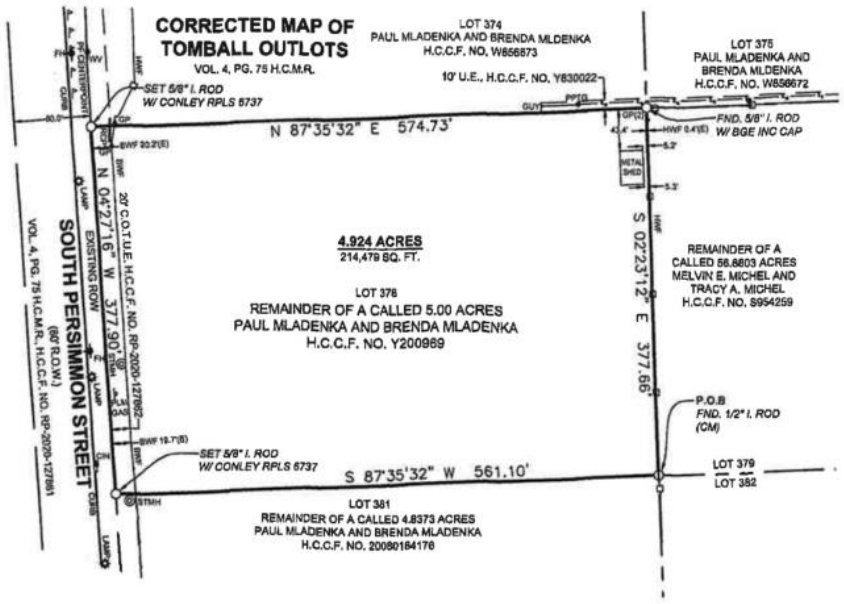
THENCE, N 87°35'32" E, a distance of 574.73 feet with said common line to a 5/8-inch iron rod with cap stamped "BGE INC" found for the common corner of Lots 374, 375, 378 and 379 of said TOMBALL OUTLOTS, same being the northeast corner of the herein described tract of land;

THENCE, S 02°23'12" E, a distance of 377.66 feet with the common line of Lots 378 and 379 to the **POINT OF BEGINNING** and containing 4.924 acres or 214,479 square feet of land.

A survey plat of even date was prepared by the undersigned in conjunction with this metes and bounds description, dated March 08, 2024.

Sean Conley, RPLS 6739
Conley Land Services, LLC
(832)729-4997
Conleyland.com
TBPELS Firm No. 10194732





LEGEND

BWF	BARB WIRE FENCE
CIN	TYPE C INLET
C.O.T.U.E.	CITY OF TOMBALL UTILITY EASEMENT
CM	CONTROLLING MONUMENT
FH	FIRE HYDRANT
GP	GATE POST
H.C.C.F.	HARRIS COUNTY CLERK FILE
H.C.M.R.	HARRIS COUNTY MAP RECORDS
HWF	HOG WIRE FENCE
I.	IRON
PF	PIN FLAG
PFF	PIPE FRAME FENCE
PLM	PIPE LINE MARKER
P.O.B.	POINT OF BEGINNING
PPTG	POWER POLE WITH TRANSFORMER AND GUY WIRE
R.O.W.	RIGHT OF WAY
RCP	REINFORCED CONCRETE PIPE
WV	WATER VALVE

0 100
1"=100'

I, SEAN CONLEY, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1B, CONDITION II SURVEY. FIELDWORK WAS COMPLETED ON MARCH 4, 2024.

DATE OF SURVEY: MARCH 8, 2024.

STATE OF TEXAS
REGISTERED
SEAN CONLEY
6739
PROFESSIONAL
LAND SURVEYOR

SEAN CONLEY RPLS NO. 6739
SEAN@CONLEYLAND.COM

NOTES

1. BEARING ORIENTATION IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE.
2. THE SQUARE FOOTAGE VALUES SHOWN HEREON IS A MATHEMATICAL VALUE CALCULATED FROM THE BOUNDARY DATA SHOWN HEREON AND DOES NOT REPRESENT THE PRECISION OF CLOSURE OF THIS SURVEY OR THE ACCURACY OF CORNER MONUMENTS FOUND OR PLACED.
3. SURVEYED PROPERTY LIES IN UNSHADED ZONE X ACCORDING TO FLOOD INSURANCE RATE MAP OF CITY OF TOMBALL, MAP NUMBER 48201C0230L, DATED EFFECTIVE 08/18/2007.
4. THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITTLE REPORT OR TITLE COMMITMENT. SURVEYOR DID NOT ABSTRACT THE PROPERTY AND THERE MAY BE EASEMENTS THAT AFFECT THE PROPERTY THAT ARE NOT SHOW HEREON.
5. VISIBLE IMPROVEMENTS AND UTILITIES WERE LOCATED AT TIME OF SURVEY AND SHOWN HEREON. SUBSURFACE PROBING, EXCAVATION OR EXPLORATION IS BEYOND THE SCOPE OF THIS SURVEY AND WAS NOT CONDUCTED BY SURVEYOR.
6. FENCE LINE DIMENSIONS AS SHOWN HEREON ARE LOCATED AT PHYSICALLY MEASURED LOCATIONS AND MAY MEANDER BETWEEN SAID LOCATIONS.
7. METES AND BOUNDS DESCRIPTION OF SURVEYED PROPERTY AS SHOWN HEREON IS BEING ISSUED UNDER SEPARATE INSTRUMENT OF EVEN DATE.

1811 S. PERSIMMON RD.
TOMBALL, TX, 77375

STANDARD LAND SURVEY OF
4.924 ACRES OF LAND
SITUATED IN THE
JESSE PRUETT SURVEY, ABSTRACT 629
CITY OF TOMBALL
HARRIS COUNTY, TEXAS

CONLEY LAND SERVICES, LLC
11903 BUTTONWOOD CREEK TRAIL
TOMBALL, TX 77375
TEL. (832) 728-6907
CONLEYLAND.COM
TBPELS FIRM NO. 10194732

SCALE: 1"=100'	JOB NO. 23.0112	DATE: 3/8/2024

DESCRIPTION OF A 4.641 ACRE TRACT OF LAND
SITUATED IN THE
JESSE PRUETT SURVEY, ABSTRACT NO. 629
CITY OF TOMBALL
HARRIS COUNTY, TEXAS

Being a 4.641 (202,156 square foot) tract of land situated in the Jesse Pruett Survey, Abstract 629, City of Tomball, Harris County, Texas, and being a portion of a called 4.8373 acre tract of land described in an instrument to Paul Mladenka and Brenda Mladenka recorded under Harris County Clerk's File Number (H.C.C.F. No.) 20080184176, and being a portion of Lot 381 of CORRECTED MAP OF TOMBALL OUTLOTS, a subdivision per plat recorded under Volume 4, Page 75 of the Harris County Map Records (H.C.M.R.), said 4.641 acre tract of land being more fully described by metes and bounds as follows with all bearings being based on the Texas Coordinate System of 1983, South Central Zone:

BEGINNING at a 1/2-inch iron rod found for the common corner of Lots 378, 379, 381 and 382 of said TOMBALL OUTLOTS, same being the northeast corner of said 4.8373 acre tract and the herein described tract of land;

THENCE, S 02°23'12" E, a distance of 352.87 feet with the east line of said 4.8373 acre tract to a 1/2-inch iron rod with cap stamped "WESTAR" found for the southeast corner of said 4.8373 acre tract and the herein described tract of land;

THENCE, S 85°08'52" W, with the south line of said 4.8373 acre tract, at a distance of 122.88 feet passing a 1/2-inch iron rod found for corner of a called 56.8803 acre tract of land described in an instrument recorded under H.C.C.F. No. S954259, continuing for a total distance of 548.02 feet to a 5/8-inch iron rod with cap stamped "CONLEY RPLS 6739" set for the southwest corner of the herein described tract of land, lying on the east right-of-way line of South Persimmon Street (80 feet wide) as shown per plats recorded under Volume 4, Page 75 and Film Code Number 697286, both of the H.C.M.R. and as described in H.C.C.F. No. RP-2020-127863;

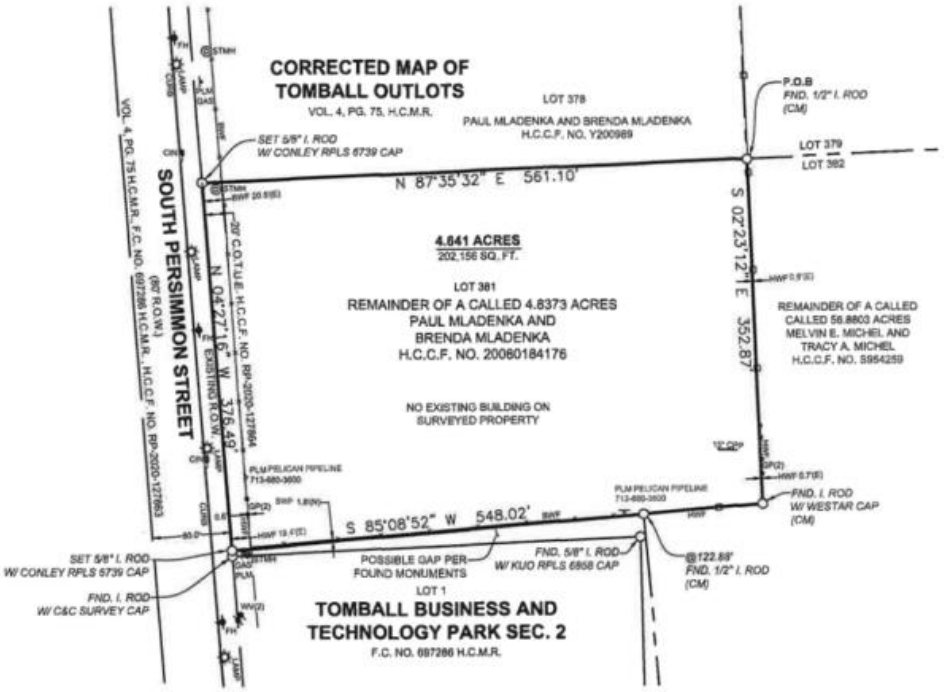
THENCE, N 04°27'16" W, a distance of 376.49 feet with the east right-of-way line of said South Persimmon Street to a 5/8-inch iron rod with cap stamped "CONLEY RPLS 6739" set, lying on the north line of said 4.8373 acre tract for the northwest corner of the herein described tract of land;

THENCE, N 87°35'32" E, a distance of 561.10 feet with the north line of said 4.8373 acre tract to the **POINT OF BEGINNING** and containing 4.641 acres or 202,156 square feet of land.

A survey plat of even date was prepared by the undersigned in conjunction with this metes and bounds description, dated March 08, 2024.

Sean Conley, RPLS 6739
Conley Land Services, LLC
(832)729-4997
Conleyland.com
TBPELS Firm No. 10194732





LEGEND

BWF	BARB WIRE FENCE
CIN	TYPE C INLET
CM	CONTROLLING MONUMENT
C.O.T.U.E.	CITY OF TOMBALL UTILITY EASEMENT
F.C. NO.	FILM CODE NUMBER
FH	FIRE HYDRANT
GP	GATE POST
H.C.C.F.	HARRIS COUNTY CLERK FILE
H.C.M.R.	HARRIS COUNTY MAP RECORDS
HWF	HOG WIRE FENCE
I.	IRON
PLM	PIPE LINE MARKER
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
STMH	STORM MANHOLE
WV	WATER VALVE

I, SEAN CONLEY, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1B, CONDITION II SURVEY. FIELDWORK WAS COMPLETED ON MARCH 4, 2024.

DATE OF SURVEY: MARCH 8, 2024.

STATE OF TEXAS REGISTERED SEAN CONLEY 6739 PROFESSIONAL LAND SURVEYOR

SEAN CONLEY RPLS NO. 6739
SEAN@CONLEYLAND.COM

NOTES

1. BEARING ORIENTATION IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE.
2. THE SQUARE FOOTAGE VALUES SHOWN HEREON IS A MATHEMATICAL VALUE CALCULATED FROM THE BOUNDARY DATA SHOWN HEREON AND DOES NOT REPRESENT THE PRECISION OF CLOSURE OF THIS SURVEY OR THE ACCURACY OF CORNER MONUMENTS FOUND OR PLACED.
3. SURVEYED PROPERTY LIES IN UNSHADED ZONE X ACCORDING TO FLOOD INSURANCE RATE MAP OF CITY OF TOMBALL, MAP NUMBER 48201C0230L, DATED EFFECTIVE 06/18/2007.
4. THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITTLE REPORT OR TITLE COMMITMENT. SURVEYOR DID NOT ABSTRACT THE PROPERTY AND THERE MAY BE EASEMENTS THAT AFFECT THE PROPERTY THAT ARE NOT SHOW HEREON.
5. VISIBLE IMPROVEMENTS AND UTILITIES WERE LOCATED AT TIME OF SURVEY AND SHOWN HEREON. SUBSURFACE PROBING, EXCAVATION OR EXPLORATION IS BEYOND THE SCOPE OF THIS SURVEY AND WAS NOT CONDUCTED BY SURVEYOR.
6. FENCE LINE DIMENSIONS AS SHOWN HEREON ARE LOCATED AT PHYSICALLY MEASURED LOCATIONS AND MAY MEANDER BETWEEN SAID LOCATIONS.
7. METES AND BOUNDS DESCRIPTION OF SURVEYED PROPERTY AS SHOWN HEREON IS BEING ISSUED UNDER SEPARATE INSTRUMENT OF EVEN DATE.

NO ADDRESS AVAILABLE
HCAD PARCEL 0352920000542

STANDARD LAND SURVEY OF
4.641 ACRES OF LAND
SITUATED IN THE
JESSE PRUETT SURVEY, ABSTRACT 629
CITY OF TOMBALL
HARRIS COUNTY, TEXAS

CONLEY LAND SERVICES, LLC
11803 BUTTONWOOD CREEK TRAIL
TOMBALL, TX 77375
TEL. (832) 739-4997
CONLEYLAND.COM
TBPELS FIRM NO. 10194732

SCALE: 1"=100'	JOB NO. 23.0112	DATE: 03/08/2024

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 21, 2025

Topic:
Conduct a public hearing and consideration to approve Zoning Case Z25-08: Request by James and Patricia Case, represented by Shawn Ballard, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 8.07 acres of land legally described as being Lots 286-A and 289 of Tomball Outlots and Lot 289-A, Block 1 of Case Tract from the Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1514 South Persimmon Street, within the City of Tomball, Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2025-20, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately 8.07 acres of land legally described as being Lots 286-A and 289 of Tomball Outlots and Lot 289-A, Block 1 of Case Tract from the Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1514 South Persimmon Street, within the City of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

Origination: James and Patricia Case, represented by Shawn Ballard

Recommendation:

Party(ies) responsible for placing this item on agenda: Craig T. Meyers, P.E

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 Date City Manager Date

ORDINANCE NO. 2025-20

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 8.07 ACRES OF LAND LEGALLY DESCRIBED AS BEING LOTS 286-A AND 289 OF TOMBALL OUTLOTS AND LOT 289-A, BLOCK 1 OF CASE TRACT FROM THE SINGLE-FAMILY ESTATE RESIDENTIAL (SF-20-E) TO THE LIGHT INDUSTRIAL (LI) ZONING DISTRICT. THE PROPERTY IS LOCATED AT 1514 SOUTH PERSIMMON STREET, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

Whereas, James and Patricia Case, represented by Shawn Ballard, has requested to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 8.07 acres of land legally described as being Lots 286-A and 289 of Tomball Outlots and Lot 289-A, Block 1 of Case Tract from the Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district; and

Whereas, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing and at least ten (10) days after written notice of that hearing was mailed to the owners of land within three hundred feet of the Property in the manner required by law, the Planning & Zoning Commission held a public hearing on the requested rezoning; and

Whereas, the public hearing was held before the Planning & Zoning Commission at least forty (40) calendar days after the City's receipt of the requested rezoning; and

Whereas, the City Council deems it appropriate to grant the requested rezoning.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, THAT:

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

Section 2. The rezoning classification of the Property is hereby changed and is subject to the regulations, restrictions, and conditions hereafter set forth.

Section 3. The Official Zoning Map of the City of Tomball, Texas shall be revised and amended to show the designation of the Property as hereby stated, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Tomball, save and except the change in zoning classification for the Property as described above.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined an amount not to exceed $2,000. Each day of violation shall constitute a separate offense.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE _____ DAY OF _____ 2025.

COUNCILMAN FORD	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
COUNCILMAN PARR	_____

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE _____ DAY OF _____ 2025.

COUNCILMAN FORD	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
COUNCILMAN PARR	_____

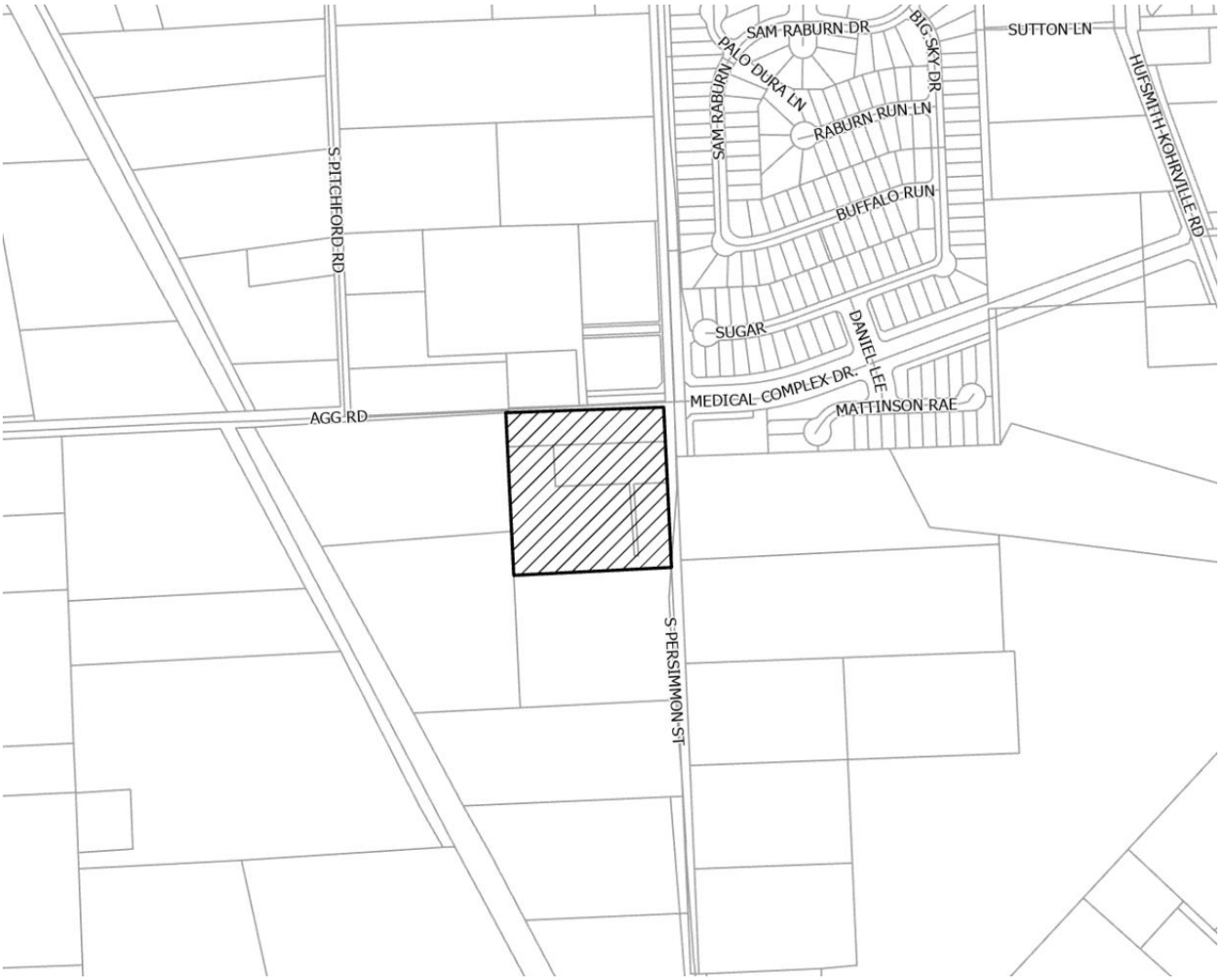
_____
LORI KLEIN QUINN, Mayor

ATTEST:

_____
Thomas Harris III
City Secretary

Exhibit “A”

Location: 1514 South Persimmon Street, within the City of Tomball, Harris County, Texas.



NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
JULY 14, 2025
&
CITY COUNCIL
JULY 21, 2025

Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, July 14, 2025, at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, July 21, 2025, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case Z25-07: Request by Paul and Brenda Mladenka, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 9.565 acres of land legally described as Lots 378 and 381 of Tomball Outlots from Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1811 South Persimmon Street, within the City of Tomball, Harris County, Texas.

Zoning Case Z25-08: Request by James and Patricia Case, represented by Shawn Ballard, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 8.07 acres of land legally described as being Lots 286-A and 289 of Tomball Outlots and Lot 289-A, Block 1 of Case Tract from Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1514 South Persimmon Street, within the City of Tomball, Harris County, Texas.

Zoning Case Z25-09: Request by FLS Development LLC, represented by William Shawn Speer and Kyle Friedman, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 49.301 acres of land legally described as being portions of Lots 489 through 498 of Tomball Outlots as well as all of Lot 1 & Reserve A in Block 1 of Brandt Holdings subdivision from Commercial (C) & Agricultural (AG) to the Planned Development (PD) zoning district. The properties are generally located within the 2100 – 2200 blocks (east side) of Hufsmith-Khorville Road, within the City of Tomball, Harris County, Texas.

Conditional Use Permit Case CUP25-05: Request by Hufsmith – Kohrville Business Park LLC, represented by William Lawrence and Spetza Roasting Co. LLC, for a Conditional Use Permit to allow the land use of "Coffee roasting" within the City of Tomball's Commercial (C) zoning district. This request affects approximately 3.7869 acres of land legally described as being Lot 2, Block 1 of Huffsmith-2978 Replat No 1. The property is located at 22525 Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Administrative Services Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the Assistant City Planner, Benjamin Lashley, at (281) 290-1477 or at blashley@tomballtx.gov.

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

I hereby certify that the above notice of the 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 July 2025 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Benjamin Lashley
Benjamin Lashley
Assistant City Planner

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 feel free to contact the City Secretary's office at (281) 290-1019 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT www.tomballtx.gov.

City of Tomball
Community Development Department

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z25-08 **6/30/2025**

The Planning & Zoning Commission will hold a public hearing on **July 14, 2025 at 6:00 PM**, in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by James and Patricia Case, represented by Shawn Ballard, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 8.07 acres of land legally described as being Lots 286-A and 289 of Tomball Outlots and Lot 289-A, Block 1 of Case Tract from Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1514 South Persimmon Street, within the City of Tomball, Harris County, Texas.

This hearing is open to any interested person. Opinions, objections, and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of this request. Only the area which is highlighted in green on the map is being considered for **re-zoning.** The blue area is the notification area. All owners of property within 300 feet of the subject property, as indicated by the most recently approved city tax roll, are required to be notified. Whether recommended for approval or denial by the Planning & Zoning Commission, this case will be heard by the City Council for First Reading with public hearing on **July 21, 2025 at 6:00 PM** in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions please contact Benjamin Lashley, Assistant City Planner, by telephone (281-290-1477) or by email address blashley@tomballtx.gov.

For the PLANNING & ZONING COMMISSION
Please call (281) 290-1477 if you have any questions about this notice.

CASE #: Z25-08
You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name:
Parcel I.D.:
Address:

Mailing To: Community Development Department
501 James St., Tomball TX 77375

Email: blashley@tomballtx.gov

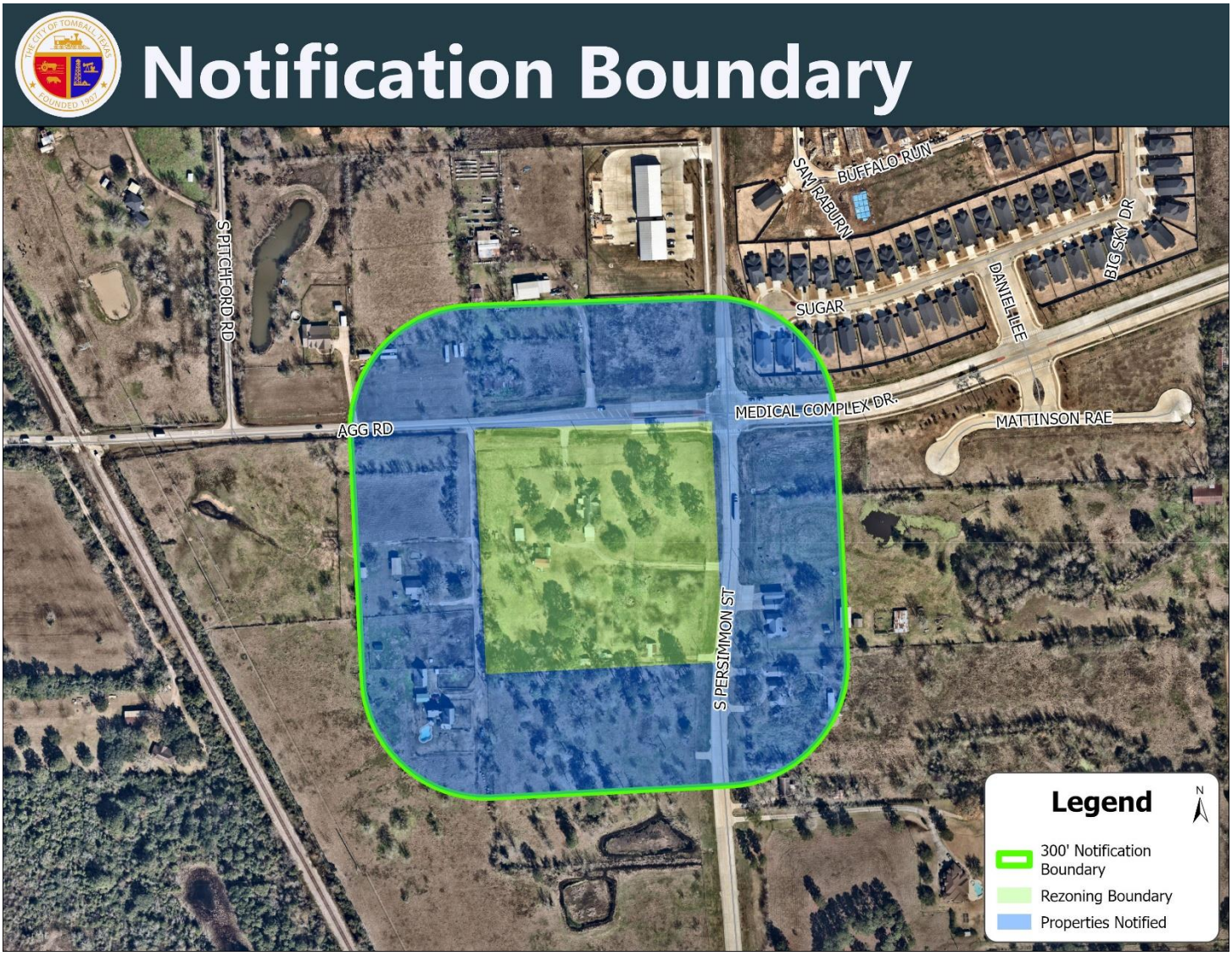
I am in favor ☐ I am opposed ☐

Additional Comments:

Signature: _____

City of Tomball
Community Development Department

Z25-08



FOR THE PLANNING & ZONING COMMISSION
Please call (281) 290-1477 if you have any questions about this notice.

CASE #: Z25-08
You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: CASE JAMES & PATRICIA
Parcel I.D.: 0352880000289
Address:1514 S PERSIMMON ST

Mailing To: Community Development Department
501 James St., Tomball TX 77375

Email: blashley@tomballtx.gov

I am in favor ☑ I am opposed ☐

Additional Comments:

Signature: Patricia Case
James Case

501 James Street• TOMBALL, TEXAS 77375

For the PLANNING & ZONING COMMISSION
Please call (281) 290-1477 if you have any questions about this notice.

CASE #: Z25-08

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: FORD JOHN & PEGGY
Parcel I.D.: 0352880000290
Address:930 AGG RD

Mailing To: Community Development Department
501 James St., Tomball TX 77375

Email: blashley@tomballtx.gov

I am in favor ☑ I am opposed ☐

Additional Comments:

Signature:

For the PLANNING & ZONING COMMISSION
Please call (281) 290-1477 if you have any questions about this notice.

CASE #: Z25-08

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: CASE JAMES & PATRICIA
Parcel I.D.: 0352880000411
Address:1514 S PERSIMMON ST

Mailing To: Community Development Department
501 James St., Tomball TX 77375

Email: blashley@tomballtx.gov

I am in favor ☑ I am opposed ☐

Additional Comments:

Signature: Patricia Case
James Case

501 James Street• TOMBALL, TEXAS 77375

For the PLANNING & ZONING COMMISSION
Please call (281) 290-1477 if you have any questions about this notice.

CASE #: Z25-08

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: FORD JOHN & PEGGY
Parcel I.D.: 0352880000426
Address:930 AGG RD

Mailing To: Community Development Department
501 James St., Tomball TX 77375

Email: blashley@tomballtx.gov

I am in favor ☑ I am opposed ☐

Additional Comments:

Signature:

City of Tomball
Community Development Department

GRAPPE JAMES R & CAROLYN
1515 S PERSIMMON ST
TOMBALL,TX 77375-6840

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z25-08 **6/30/2025**

The Planning & Zoning Commission will hold a public hearing on **July 14, 2025 at 6:00 PM**, in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by James and Patricia Case, represented by Shawn Ballard, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 8.07 acres of land legally described as being Lots 286-A and 289 of Tomball Outlots and Lot 289-A, Block 1 of Case Tract from Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1514 South Persimmon Street, within the City of Tomball, Harris County, Texas.

This hearing is open to any interested person. Opinions, objections, and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of this request. Only the area which is highlighted in green on the map is being considered for **re-zoning.** The blue area is the notification area. All owners of property within 300 feet of the subject property, as indicated by the most recently approved city tax roll, are required to be notified. Whether recommended for approval or denial by the Planning & Zoning Commission, this case will be heard by the City Council for First Reading with public hearing on **July 21, 2025 at 6:00 PM** in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions please contact Benjamin Lashley, Assistant City Planner, by telephone (281-290-1477) or by email address blashley@tomballtx.gov.

For the PLANNING & ZONING COMMISSION
Please call (281) 290-1477 if you have any questions about this notice.

CASE #: Z25-08
You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: GRAPPE JAMES R & CAROLYN
Parcel I.D.: 0352920000366
Address:1515 S PERSIMMON ST

Mailing To: Community Development Department
501 James St., Tomball TX 77375

Email: blashley@tomballtx.gov

I am in favor ☑ I am opposed ☐

Additional Comments:

Signature: James R. Grappe

City of Tomball
Community Development Department

GRAPPE JAMES R & CAROLYN
1515 S PERSIMMON ST
TOMBALL,TX 77375-6840

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z25-08 **6/30/2025**

The Planning & Zoning Commission will hold a public hearing on **July 14, 2025 at 6:00 PM**, in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by James and Patricia Case, represented by Shawn Ballard, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 8.07 acres of land legally described as being Lots 286-A and 289 of Tomball Outlots and Lot 289-A, Block 1 of Case Tract from Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1514 South Persimmon Street, within the City of Tomball, Harris County, Texas.

This hearing is open to any interested person. Opinions, objections, and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of this request. Only the area which is highlighted in green on the map is being considered for **re-zoning.** The blue area is the notification area. All owners of property within 300 feet of the subject property, as indicated by the most recently approved city tax roll, are required to be notified. Whether recommended for approval or denial by the Planning & Zoning Commission, this case will be heard by the City Council for First Reading with public hearing on **July 21, 2025 at 6:00 PM** in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions please contact Benjamin Lashley, Assistant City Planner, by telephone (281-290-1477) or by email address blashley@tomballtx.gov.

For the PLANNING & ZONING COMMISSION
Please call (281) 290-1477 if you have any questions about this notice.

CASE #: Z25-08
You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: GRAPPE JAMES R & CAROLYN
Parcel I.D.: 0352920000529
Address:1515 S PERSIMMON ST

Mailing To: Community Development Department
501 James St., Tomball TX 77375

Email: blashley@tomballtx.gov

I am in favor ☑ I am opposed ☐

Additional Comments:

Signature: Carolyn Grappe

Please call (281) 290-1477 if you have any questions about this notice.

CASE #: Z25-08

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: CASE JAMES & PATRICIA
Parcel I.D.: 1212190000001
Address:1514 S PERSIMMON ST

Mailing To: Community Development Department
501 James St., Tomball TX 77375

Email: blashley@tomballtx.gov

I am in favor ☑ I am opposed ☐

Additional Comments:

Signature: Patricia Case
James Case

501 James Street• TOMBALL, TEXAS 77375

Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: July 14, 2025
City Council Public Hearing Date: July 21, 2025

Rezoning Case:	Z25-08
Property Owner(s):	James and Patricia Case
Applicant(s):	Shawn Ballard
Legal Description:	Approximately 8.07 acres of land legally described as being Lots 286-A and 289 of Tomball Outlots and Lot 289-A, Block 1 of Case Tract
Location:	1514 South Persimmon Street (Exhibit "A")
Area:	8.07 acres
Comp Plan Designation:	Business Park and Industrial (Exhibit "B")
Present Zoning:	Single-Family – 20 Estate Residential (SF-20-E) District (Exhibit "C")
Request:	Rezone from the Single-Family – 20 Estate Residential (SF-20-E) to the Light Industrial (LI) District

Adjacent Zoning & Land Uses:

	Zoning	Land Use
North	Light Industrial (LI), Commercial (C), and Single-Family – 20 Estate Residential (SF-20-E)	Undeveloped land, proposed commercial building, and a residential driveway
South	Single-Family – 20 Estate Residential (SF-20-E)	Undeveloped land
East	Light Industrial (LI) and PD-12	A single-family residence and proposed convenience store
West	Single-Family – 20 Estate Residential (SF-20-E)	Single-family residences and driveway

BACKGROUND

The subject property has been within the City of Tomball's SF-20-E zoning district since the adoption of zoning in February 2008. The property contains a single-family residence along with accessory structures. Recent rezonings in the area include the property directly to the east

successfully rezoning into the Light Industrial District in April 2025 and the property directly to the north successfully rezoning into the Commercial District in April of 2024 .

ANALYSIS

Comprehensive Plan Analysis: The property is designated as "Business Park and Industrial" by the Comprehensive Plan's Future Land Use Map. The Business Park and Industrial designation is intended to be located near adequate thoroughfares which provide convenient access for vehicular traffic including freight.

According to the Comprehensive Plan, land uses should consist of administrative services, wholesaling, manufacturing (with no outdoor activity if located adjacent to residential uses), indoor warehouse, industrial business park, retail, office, manufacturing (with indoor or outdoor activity if located adjacent to higher-intensity commercial uses or where appropriate), and warehouse/ storage.

The Comprehensive Plan identifies the following zoning districts as compatible with the Business Park and Industrial designation: Light Industrial (LI), Commercial (C), and Office (O). The Comprehensive Plan also identifies the need to carefully design sites that are adjacent to residential zoning districts to include landscape buffering as well as the screening of outdoor storage and equipment from public rights-of-way.

Staff Review Comments: The request to rezone the subject property to Light Industrial (LI) is in conformance with the Future Land Use Plan. Furthermore, the subject property has frontage on South Persimmon Street and Agg Road which are designated as arterials on Tomball's Major Thoroughfare Plan. Roadways such as this are designed to accommodate the volume and character of traffic that can be expected within the Light Industrial district. The approval of the requested zoning will promote a new development that is consistent with the type of development patterns and character endorsed by the Future Land Use Plan for this area.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site were mailed notification of this proposal on June 30, 2025. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

EXHIBITS

A. Aerial Location Map
B. Future Land Use Plan
C. Zoning Map
D. Site Photos
E. Rezoning Application

Exhibit "A"
Aerial Location Map



Exhibit "B"
Future Land Use Plan

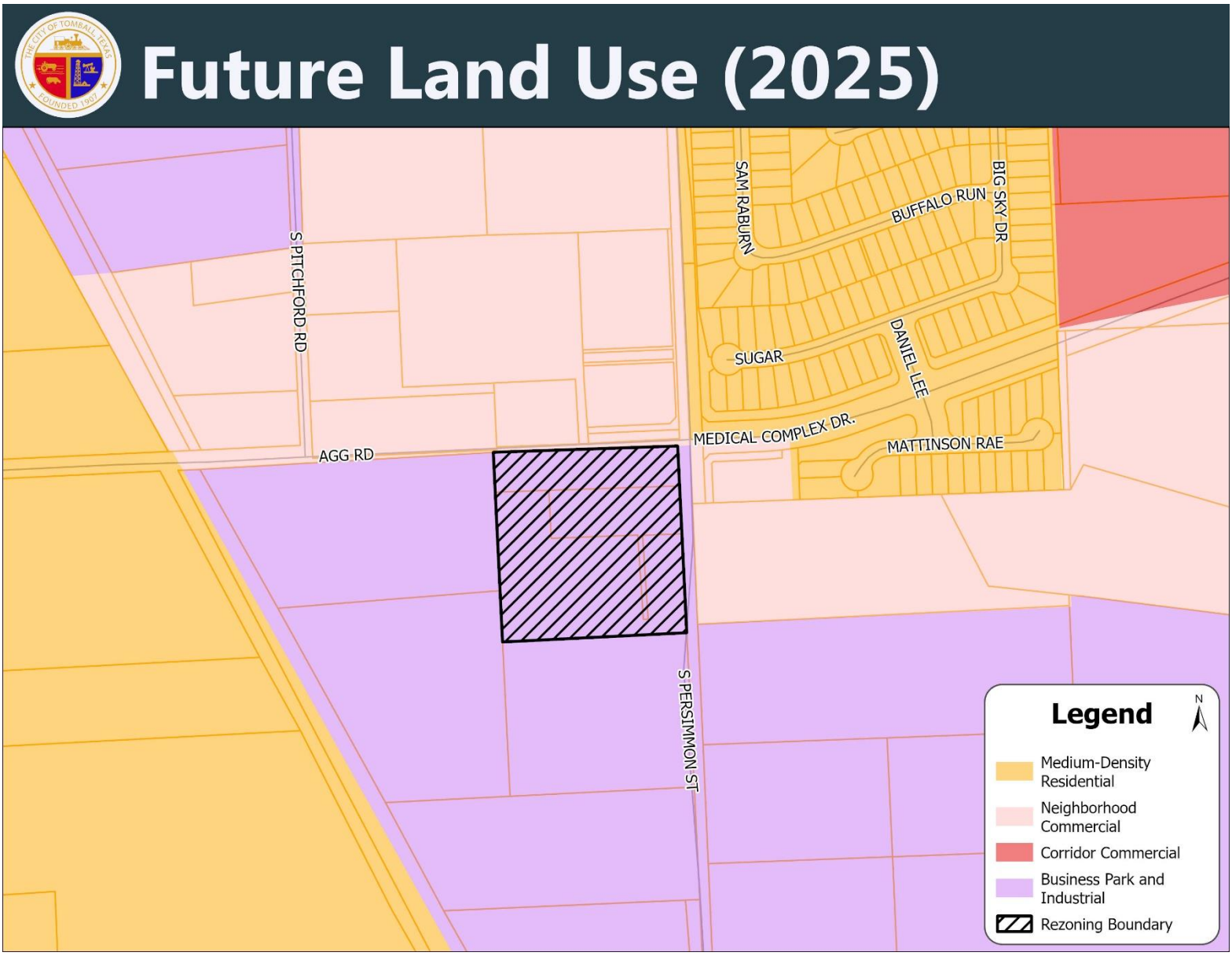


Exhibit "C"
Zoning Map

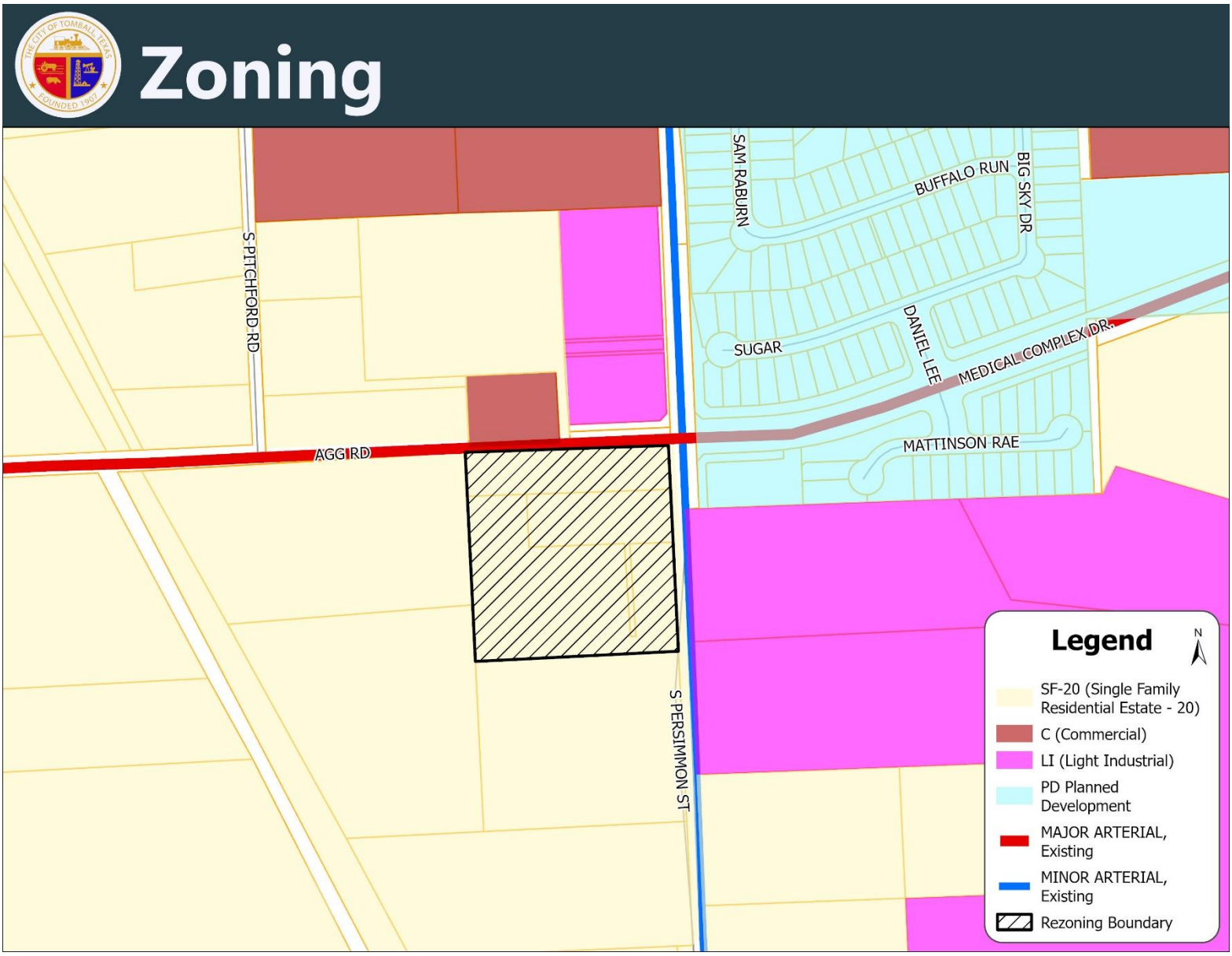


Exhibit “D”
Site Photo(s)

Subject Site



Subject Site



Neighbor (North)



Neighbor (North)



Neighbor (South)



Neighbor (East)



Neighbor (East)



Neighbor (West)



DocuSign Envelope ID: 812A5406-579E-4437-97B0-A8E49137845C

Authentisign ID: 96BAD0A8-6A27-F011-8B3D-00224822F75A

Revised: 08/25/2023

APPLICATION FOR RE-ZONING

Community Development Department
Planning Division

APPLICATION REQUIREMENTS: Applications will be ***conditionally*** accepted on the presumption that the information, materials and signatures are complete and accurate. If the application is incomplete or inaccurate, your project may be delayed until corrections or additions are received.

FEES: Must be paid at time of submission or application will not be processed.

- $1,000.00 fee for requests to rezone to standard zoning districts
- $1,500.00 fee for request to rezone to Planned Development districts.

DIGITAL APPLICATION SUBMITTALS:
PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY WITHIN SMARTGOV
WEBSITE: ci-tomball-tx.smartgovcommunity.com

Applicant
Name: Shawn Ballard Title: Member
Mailing Address: 17551 Roberts Rd City: Hockley State: Texas
Zip: 77447 Contact: Shawn Ballard
Phone: (713) 828-8764 Email: invoices@landmarkdev.net

Owner
Name: James and Patricia Case Title: Owners
Mailing Address: 1514 S persimmon St City: Tomball State: Tx
Zip: 77375 Contact: Patricia Case
Phone: (281) 382-4382 Email: caseerawhitaker@att.com

Engineer/Surveyor (if applicable)
Name: SEK Engineering, Corp. Title: Civil Engineer
Mailing Address: 701 Shepard Dr., Suite 200 A City: Houston State: Texas
Zip: 77007 Contact: Nicholas Khazzoum P.E.
Phone: (281) 271-1721 Fax: (____) _____ Email: nicholas@sekengineering.net

Description of Proposed Project: Speculative multi building light industrial office/warehouse business park

Physical Location of Property: 1514 S. Persimmon St., Tomball, TX 77375
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: [illegible]
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: (LI) : Light Industrial

City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405 www.tomballtx.gov

Authentisign ID: 96BAD0A8-6A27-F011-8B3D-00224822F75A

Revised: 08/25/2023

Current Use of Property: Residential

Proposed Zoning District: (LI) : Light Industrial

Proposed Use of Property: Light Industrial office warehouse business park

HCAD Identification Number: 0352880000289, 0352880 Acreage: 8.07

Please note: A courtesy notification sign will be placed on the subject property during the public hearing process and will be removed when the case has been processed.

This is to certify that the information on this form is COMPLETE, TRUE, and CORRECT and the under signed is authorized to make this application. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

X _____ 5/2/25
Signature of Applicant Date

05/02/25

X Patricia Case
Signature of Owner Date

Docusign Envelope ID: 6BA72082-147E-45B6-9FA7-05086C234B1C

Revised: 08/25/2023

Submittal Requirements

The following summary is provided for the applicant's benefit. However, fulfilling the requirements of this summary checklist does not relieve the applicant from the responsibility of meeting the regulations in the Zoning Ordinance, subdivision regulations, and other development related ordinances of the City of Tomball.

Applications must be received by the City of Tomball at least 40 calendar days prior to the City Planning and Zoning Commission hearing date.

- **Application Fee: $1,000.00 (standard zoning) or $1,500.00 (PD zoning)**
- **Completed application form**
- ***Copy of Recorded/Final Plat**
- **Letter stating reason for request and issues relating to request**
- **Conceptual Site Plan (if applicable)**
- **Metes & Bounds of property**
- **Payment of all indebtedness attributed to subject property must be paid with application or an arrangement in accordance with Section 50-36(a)(3) of the Code of Ordinances as cited below:**

(No person who owes delinquent taxes, delinquent paving assessments, or any other fees, delinquent debts or obligations or is otherwise indebted to the City of Tomball, and which are directly attributed to a piece of property shall be allowed to submit any application for any type of rezoning, building permit, or plan review until the taxes, assessments, debts, or obligations directly attributable to said property and owed by the owner or previous owner thereof to the City of Tomball shall have been first fully discharged by payment, or until an arrangement satisfactory to the City has been made for the payment of such debts or obligations. It shall be the applicant's responsibility to provide evidence of proof that all taxes, fees, etc.. have been paid, or that other arrangements satisfactory to the City have been made for payment of said taxes, fees, etc.)

The City's staff may require other information and data for specific required plans. Approval of a required plan may establish conditions for construction based upon such information.

***Legal Lot Information:** If property is not platted, a plat will be required to be filed with the Community Development Department unless evidence of a legal lot is provided. To be an un-platted legal lot, the applicant is required to demonstrate that the tract existed in the same shape and form (same metes and bounds description) as it currently is described prior to August 15, 1983, the date the City adopted a subdivision ordinance.

Docusign Envelope ID: 6BA72082-147E-45B6-9FA7-05086C234B1C

Revised: 08/25/2023

Application Process

1. The official filing date is the date the application and fee are received by the City.

2. The City will review the application for completeness and will notify the applicant in writing within 10 days if the application is deemed incomplete.

3. Property owners within two-hundred (300) feet of the project site will be notified by letter within 10 calendar days prior to the public hearing date and legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing.

4. A public hearing will be held by the Planning and Zoning Commission at 6:00 p.m. in the City Council chambers, unless otherwise noted. The Planning and Zoning Commission meetings are scheduled on the second Monday of the month. The staff will review the request with the Commission and after staff presentations the chair will open the public hearing. The applicant will have ten (10) minutes to present the request. The chair will then allow those present in favor of the request and those in opposition to the request to speak. The Commission may then ask staff or anyone present additional questions, after which the Commission may close or table the public hearing. The Commission may then vote to recommend approval or denial to the City Council. The Commission may also table the request to a future date before a recommendation is sent to the City Council.

5. A second public hearing will be scheduled before the City Council after fifteen (15) days of legal notice. The Council meetings are held on the first (1st) and third (3rd) Mondays of the month at 6:00 p.m. in the City Council chambers (401 Market Street, Tomball, Texas, 77375).

6. The City Council will conduct a public hearing on the request in the same manner as the Planning and Zoning Commission. In the event that there has been a petition filed with the City Secretary with twenty percent (20%) of the adjoining property owners in opposition to the subject zoning request, it will require a three fourths (3/4) vote of the full Council to approve the request. Upon approval of the request by the City Council, an amended ordinance shall be prepared and adopted. The ordinance shall have two separate readings and will be effective at such time that it is adopted by City Council and signed by the Mayor and attested by the City Secretary.

FAILURE TO APPEAR: It is the applicant/property owner's responsibility to attend all Planning and Zoning Commission and City Council meetings regarding their case. Failure of the applicant or his/her authorized representative to appear before the Planning and Zoning Commission or the City Council for more than one (1) hearing without approved delay by the City Manager, or his/her designee, may constitute sufficient grounds for the Planning and Zoning Commission or the City Council to table or deny the application unless the City Manager or his/her designee is notified in writing by the applicant at least seventy-two (72) hours prior to the hearing. If the agenda item is tabled the Planning and Zoning Commission shall specify a specific date at which it will be reconsidered.

LANDMARK DEVELOPMENT & CONSTRUCTION, LLC

17551 Roberts Rd, Hockley TX 77447 | 713-828-8764 | shawn@landmarkdev.net

04/29/25

Planning and Zoning Department
City Council - Tomball
401 Market Street
Tomball, TX 77375

Subject: Request for Rezoning of Residential Parcel to Commercial Use

To whom it may concern:

I am writing to formally request the rezoning of our property, located at 1514 S Persimmon, Tomball, TX 77375 from its current residential zoning classification to a Light Industrial Zoning designation, in accordance with the zoning ordinances of Tomball and Harris County.

The purpose of this request is to allow for the development of a light industrial business park that will serve the needs of the surrounding community and contribute positively to the local economy. The property is situated along S Persimmon which already supports suitable access, infrastructure, and visibility for business use.

I believe this rezoning aligns with the city's comprehensive development plan and represents a logical extension of existing industrial corridors. Furthermore, the proposed change would not adversely affect the surrounding characteristics but rather provide needed services and job opportunities to the area.

I respectfully request that the board review this and follow up with any questions or concerns. I am happy to provide additional available documentation if needed.

Thank you for your time and consideration.

Sincerely,

Shawn Ballard - Member

Landmark Development & Construction, LLC

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 21, 2025

Topic:
Conduct a public hearing and consideration to approve Zoning Case Z25-09: Request by FLS Development LLC, represented by William Shawn Speer and Kyle Friedman, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 49.301 acres of land legally described as being portions of Lots 489 through 498 of Tomball Outlots as well as all of Lot 1 & Reserve A in Block 1 of Brandt Holdings subdivision from the Commercial (C) & Agricultural (AG) to the Planned Development (PD) zoning district. The properties are generally located within the 21000 – 22000 blocks (east side) of Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2025-23, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 49.301 acres of land legally described as being portions of Lots 489 through 498 of Tomball Outlots as well as all of Lot 1 & Reserve A in Block 1 of Brandt Holdings subdivision from the Commercial (C) & Agricultural (AG) to the Planned Development (PD) zoning district. The properties are generally located within the 21000 – 22000 blocks (east side) of Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

Origination: FLS Development LLC, represented by William Shawn Speer and Kyle Friedman

Recommendation:

Party(ies) responsible for placing this item on agenda: Craig T. Meyers, P.E

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 Date City Manager Date

ORDINANCE NO. 2025-23

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 49.301 ACRES OF LAND LEGALLY DESCRIBED AS BEING PORTIONS OF LOTS 489 THROUGH 498 OF TOMBALL OUTLOTS AS WELL AS ALL OF LOT 1 & RESERVE A IN BLOCK 1 OF BRANDT HOLDINGS SUBDIVISION FROM THE COMMERCIAL (C) & AGRICULTURAL (AG) TO THE PLANNED DEVELOPMENT (PD#20) ZONING DISTRICT. THE PROPERTIES ARE GENERALLY LOCATED WITHIN THE 2100 – 2200 BLOCKS (EAST SIDE) OF HUFSMITH-KOHRVILLE ROAD, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

Whereas, FLS Development LLC, represented by William Shawn Speer and Kyle Friedman, has requested to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 49.301 acres of land legally described as being portions of Lots 489 through 498 of Tomball Outlots as well as all of Lot 1 & Reserve A in Block 1 of Brandt Holdings subdivision from the Commercial (C) & Agricultural (AG) to the Planned Development (PD#20) zoning district; and

Whereas, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing and at least ten (10) days after written notice of that hearing was mailed to the owners of land within three hundred feet of the Property in the manner required by law, the Planning & Zoning Commission held a public hearing on the requested rezoning; and

Whereas, the public hearing was held before the Planning & Zoning Commission at least forty (40) calendar days after the City's receipt of the requested rezoning; and

Whereas, the City Council deems it appropriate to grant the requested rezoning.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, THAT:

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

Section 2. The rezoning classification of the Property is hereby changed and is subject to the regulations, restrictions, and conditions hereafter set forth.

Section 3. The Official Zoning Map of the City of Tomball, Texas shall be revised and amended to show the designation of the Property as hereby stated, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Tomball, save and except the change in zoning classification for the Property as described above.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined an amount not to exceed $2,000. Each day of violation shall constitute a separate offense.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE _____ DAY OF _____ 2025.

COUNCILMAN FORD	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
COUNCILMAN PARR	_____

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE _____ DAY OF _____ 2025.

COUNCILMAN FORD	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
COUNCILMAN PARR	_____

_____
LORI KLEIN QUINN, Mayor

ATTEST:

_____
Thomas Harris III
City Secretary

Exhibit “A”

Location: Within the 2100 – 2200 blocks (east side) of Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas.



Exhibit “B”
Planned Development Regulations and Conceptual Plan

FLS Development

Planned Development Regulations
(Medical Complex Blvd & Hufsmith Kohrville Rd)

Contents

a. General Provisions
b. Land Uses
c. Development Regulations
d. Architecture Standards
e. Landscape/Buffer Regulations
f. Amenities

a. General Provisions

The Planned Development, PD, approved herein must be constructed, developed, and maintained in compliance with this ordinance and other applicable ordinances of the City of Tomball. If any provisions or regulations of any City of Tomball ordinance applicable in GR or SF-9 zoning districts is not contained in this ordinance, all of the regulations contained in the Development Code applicable to the GR and SF-9 zoning district in effect on the effective date of this ordinance shall apply to this PD.

Except as otherwise provided herein, the words used in this Planned Development have the same meaning established by the Development Code.

b. Land Uses

Permitted Land Uses are listed below. All others are prohibited.

1) Any use permitted by right in SF-9
2) Any use permitted in the General Retail District (GR) Zoning Code of Ordinances. In addition, the following uses will not be permitted as-of-right in commercial zones:

a) All-terrain vehicle (go-carts) dealer/sales (w/no outdoor sales, storage, and display)
b) Ambulance service
c) Antique shop (with outside storage)
d) Appliance repair
e) Auction house
f) Auto dealer (new, auto servicing and used auto sales as accessory uses only, w/outdoor sales, storage, and display)
g) Auto dealer, primarily used auto sales w/outdoor sales, storage, and display
h) Auto glass repair/tinting
i) Auto interior shop/upholstery
j) Auto muffler shop
k) Auto paint shop
l) Auto parts sale (new or rebuilt; with outside storage or display)
m) Auto repair (major & minor)
n) Auto tire sales
o) Automobile wash (full service/detail shop)
p) Automobile wash (self-service)
q) Building material sales/lumber yard
r) Caretaker's, guard's residence
s) Carpet and rug cleaning plant
t) Cemetery and/or mausoleum
u) Check cashing service
v) Concrete or asphalt mixing/batching plant
w) Family home (child care in place of residence)
x) Feed and grain store/farm supply store
y) Fix-it shops, small engine, saw filing, mower sharpening
z) Fraternity or sorority house
aa) Funeral home
bb) Golf driving range
cc) Heliport/Helistop
dd) Household care institution
ee) Institution for alcoholic, narcotic, or psychiatric patients
ff) Laundromat/washateria/self- service
gg) Loan service (payday / auto title)
hh) Maintenance and repair service for buildings/janitorial
ii) Mortuary
jj) Motorcycle sales/dealer w/outdoor sales, storage, and display
kk) Office, parole-probation
ll) Pawn shop
mm) Quick lube/oil change/minor inspection
nn) Rehabilitation care facility (halfway house)
oo) School, public or denominational
pp) Sheltered care facility
qq) Taxi/limousine service
rr) Taxidermist
ss) Telemarketing agency
tt) Telephone exchange/switching station
uu) Tool and machinery rental (with outdoor storage)
vv) Welding shop

c. Development Regulations

1) Area regulations for Single Family Lots

a) Minimum Lot Size – 7,800 Feet
b) Minimum Lot Width – 60 Feet
c) Minimum Lot Depth – 120 Feet
d) Minimum Front Yard – 25 Feet (35' adjacent to Arterial Street)
e) Minimum Side Yard – 5 Feet (15' adjacent to street, 25' adjacent to Arterial Street)
f) Minimum Rear Yard – 15 Feet (25' adjacent to Arterial)
g) Maximum Lot Coverage – 55% (including main buildings and accessory buildings)
h) Maximum Height – Two stories not to exceed 35 feet for the main building/house

2) Area Regulations for nonresidential uses **(Excludes Amenities)**

a) Minimum Lot Area – 6,000 Square Feet
b) Minimum Lot Width – 60 Feet
c) Minimum Lot Depth – 100 Feet
d) Minimum Front Yard – 35 feet
e) Minimum Side Yard (Interior) – 5 Feet (25' Adjacent to Arterial)
f) Minimum Side Yard Adjacent to Single Family – 25 Feet
g) Minimum Rear Yard – 15 Feet
h) Maximum floor area ratio (FAR) is 1:1

3) Develop full boulevard of Medical Complex Drive to serve the development (through the extent of single family residential construction) as shown in Exhibit A.

d. Architecture Standards

These recommendations and standards are meant to foster a sense of design community that will deliver the desired aesthetic of the planned residential development. The follow architectural criteria are intended to make the home builder and building designer aware of the architectural context, not to inhibit or limit unique design.

1) Building façade criteria and features:

a) Each residence must present an exterior design within the classification of "Modern Farmhouse" or "Craftsman" design.

b) Combined exterior materials and colors must vary from those within 4 residences of the subject. Crossing the street will count as one residence.

c) Primary brick material may not be repeated within 4 residences.

d) A variation of garage entries and garage sizes is expected as a general method of breaking up the street scene for the subdivision. This will include front loading 2 and 3 car garages as well as "J-Swing" garage entries.

2) Building façade finishes and materials:

a) Each residence must include the following materials in varied methods of use.

b) Brick and/or Stone.

c) Board and Batten siding or similar painted material.

d) Cedar or other stained or painted decorative wood detailing.

e) Minimum 8:12 Side to side roof pitch.

e. Landscape/Buffer Regulations

1) Single Family Lot Requirements

a) Each lot shall be fully landscaped with either trees, plants or otherwise coved with grass.
b) Each lot shall have at least one 3.5" caliper shade tree planted in the front yard.
c) See attached (Exhibit B) for landscaping guidelines.

2) Non-residential Requirements

a) Provide 30' landscape buffer and tree preservation between commercial reserve tracts and single family lots.

b) Common areas near community signage, amenities, and within the esplanade for Medical Complex will be consistently landscaped with seasonal vegetation and flowers.

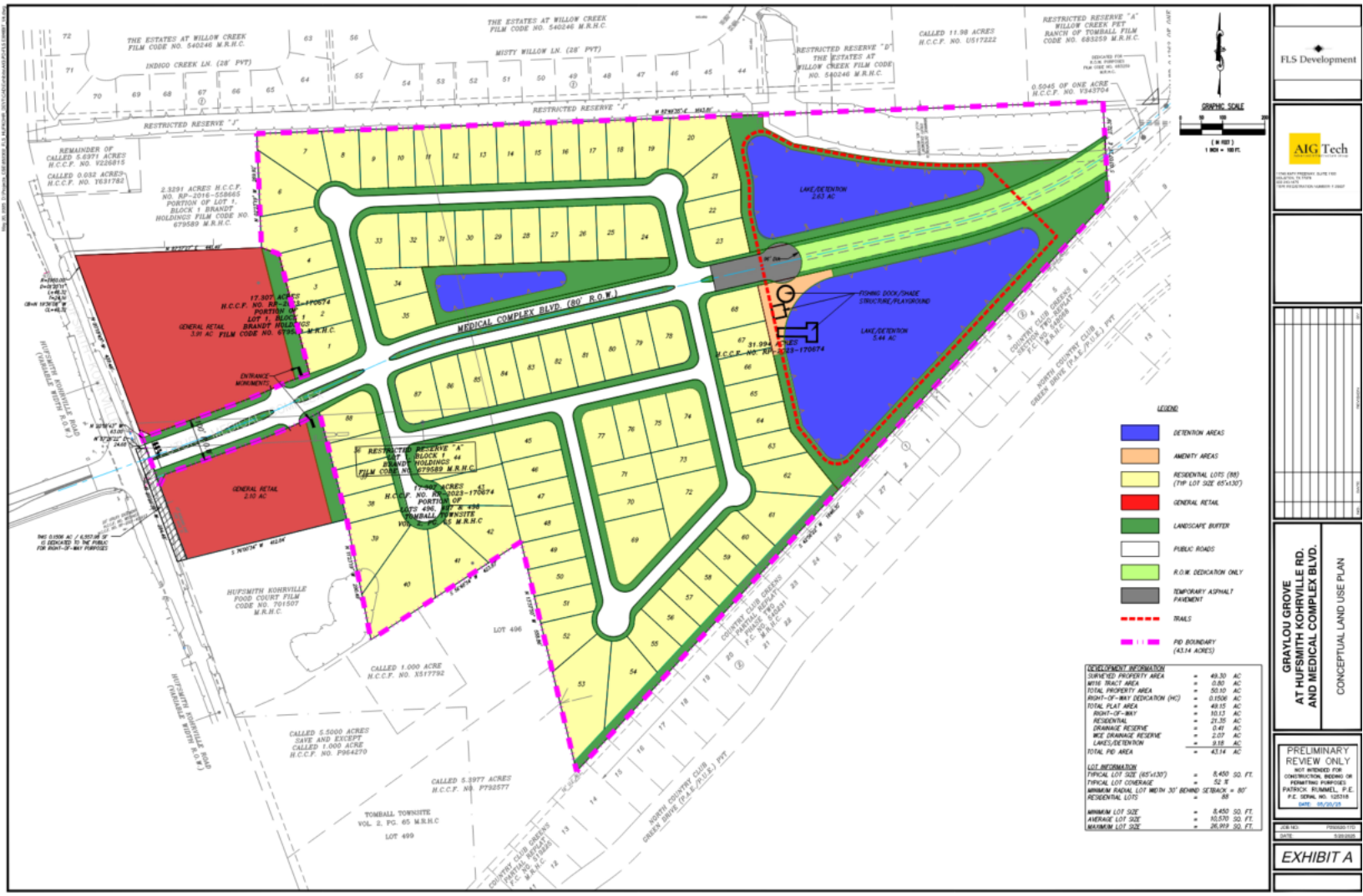
3) The community park, fishing dock and shade structure shall be maintained with irrigated grass and seasonal landscaping.

f. Amenities

Amenities will be designed and built to complement the overall concept of the community with a similar use of materials and design concepts related to the home design requirements for the subdivision. When completed, the combination of the architectural design of the Amenities, the consistent branding of each area, and the complimentary design of the commercial section of the community will complete a destination environment combining a modern design with a nod to the history of Tomball.

The following Amenities are required as shown on Exhibit A.

1) Up to two (2) Wet amenity detention ponds with fountains.
2) Designated walking trails around amenity ponds (w/ workout equipment).
3) Playground structure.
4) Fishing Dock.
5) Shade structure.
6) Up to two (2) monument signs within platted area.



FLS Development

AIG Tech

GRAYLOU GROVE AT HUFSMITH KOHRVILLE RD. AND MEDICAL COMPLEX BLVD.

CONCEPTUAL LAND USE PLAN

PRELIMINARY REVIEW ONLY
NOT INTENDED FOR CONSTRUCTION, BIDDING OR PERMITTING PURPOSES
PATRICK RUMMEL, P.E.
P.E. SERIAL NO. 125318
DATE: 05/20/25

JOB NO. P25002170
DATE 5/20/2025

EXHIBIT A

EXHIBIT B

Landscaping Guidelines

Just as all structures built throughout Graylou Grove from commercial to residences to amenity structures will be required to include design elements consistent with one another, landscaping in all of these areas will be expected to create a consistent and beautiful vegetation concept throughout the development.

A focus will be made on trees, plants and flowers which are native to the area and the State of Texas in general. Trees planted will be Oaks, implementation of plants will have a focus on evergreen selections and color will be provided by plants and flowers which do well in the environment and seasonal use of their intent.

All areas landscaped as part of the development will remain on an ongoing maintenance plan including irrigation and landscaping maintenance workers who will perform work on a regular basis.

Treelines:
Areas designated as treelines will be completed with selected Oaks of 6" in diameter or greater.

Common Areas:

Common areas in the development will include areas around signage, inside medians of Medical Complex, and throughout the amenity area at east end of the community.

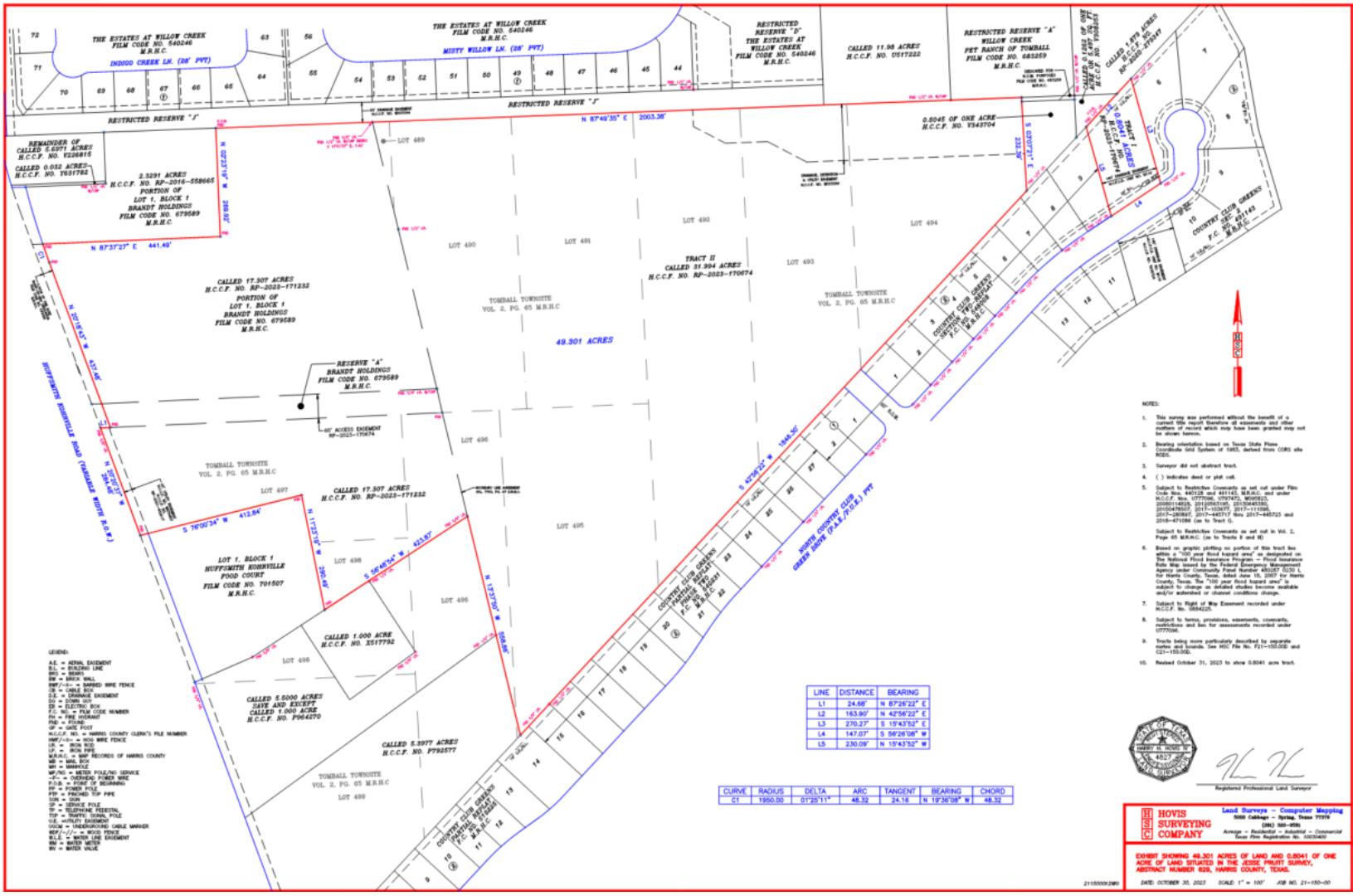
These areas will require coverage by landscaping. Medians will be presented with a combination of mulch, St Augustine Grass, Evergreen plants and seasonal plants and flowers. These areas will be maintained through irrigation and ongoing care through landscaping professionals.

Areas immediately surrounding amenities or signage will be maintained with a combination of St. Augustine grass, mulch, evergreen plants and seasonal color.

Smaller, more detailed areas that require grass will be completed with the laying of sod while larger open areas will be completed through the use of grass seed.

Residential Requirements:

In order to be considered complete per community guidelines, each residence must include at least one 3.5 caliper tree of Oak or other approve tree, a fully sodded and irrigated front yard (to front corner of home at a minimum) and a landscaping area which must be a minimum of 5' x 20' in size. Landscaped should include a combination of mulch beds, evergreen plants and seasonal plants with color or seasonal flowers.


THE ESTATES AT WILLOW CREEK FILM CODE NO. 540246 M.R.H.C.
INDIGO CREEK LN. (28' PVT)
MISTY WILLOW LN. (28' PVT)
RESTRICTED RESERVE "J"
RESTRICTED RESERVE "D" THE ESTATES AT WILLOW CREEK FILM CODE NO. 540246 M.R.H.C.
CALLED 11.96 ACRES H.C.C.F. NO. U517222
RESTRICTED RESERVE "A" WILLOW CREEK PET RANCH OF TOMBALL FILM CODE NO. 683259 M.R.H.C.
CALLED 1.979 ACRES H.C.C.F. NO. RP-2022-575347
REMAINDER OF CALLED 5.6971 ACRES H.C.C.F. NO. V226815
CALLED 0.052 ACRES H.C.C.F. NO. Y631782
2.3291 ACRES H.C.C.F. NO. RP-2016-558665 PORTION OF LOT 1, BLOCK 1 BRANDT HOLDINGS FILM CODE NO. 679589 M.R.H.C.
N 87°49'30" E 2003.38'
0.5045 OF ONE ACRE H.C.C.F. NO. Y943704
TRACT I 0.8041 ACRES H.C.C.F. NO. RP-2023-170674
S 03°07'31" E 232.39'
N 87°33'27" E 441.49'
LOT 489
LOT 490
LOT 491
LOT 492
LOT 493
LOT 494
TRACT II CALLED 31.994 ACRES H.C.C.F. NO. RP-2023-170674
TOMBALL TOWNSITE VOL. 2, PG. 65 M.R.H.C
COUNTRY CLUB GREENS SECTION TWO REPLAT F.C. NO. 451144 M.R.H.C.
CALLED 17.307 ACRES H.C.C.F. NO. RP-2023-171232 PORTION OF LOT 1, BLOCK 1 BRANDT HOLDINGS FILM CODE NO. 679589 M.R.H.C.
49.301 ACRES
RESERVE "A" BRANDT HOLDINGS FILM CODE NO. 679589 M.R.H.C.
40' ACCESS EASEMENT RP-2023-170674
HUFFSMITH KOHRVILLE ROAD (VARIABLE WIDTH R.O.W.)
N 10°52'47" W 324.46'
N 10°52'47" W 437.46'
S 76°00'34" W 412.84'
N 13°27'26" W 295.49'
S 56°46'54" W 423.97'
N 13°27'26" W 554.98'
S 42°56'22" W 1946.36'
LOT 495
LOT 496
LOT 497
LOT 498
LOT 499
LOT 1, BLOCK 1 HUFFSMITH KOHRVILLE FOOD COURT FILM CODE NO. 701507 M.R.H.C.
CALLED 1.000 ACRE H.C.C.F. NO. X517792
CALLED 5.5000 ACRES SAVE AND EXCEPT CALLED 1.000 ACRE H.C.C.F. NO. P964270
CALLED 5.3977 ACRES H.C.C.F. NO. P792577
TOMBALL TOWNSITE VOL. 2, PG. 65 M.R.H.C
NORTH COUNTRY CLUB GREEN DRIVE (P.A.E./P.U.E.) PVT
LEGEND:
A.E. = AERIAL EASEMENT
B.L. = BUILDING LINE
BRK = BEARS
BW = BRICK WALL
BWF/-o-= BARBED WIRE FENCE
CB = CABLE BOX
D.E. = DRAINAGE EASEMENT
DU = DOWN GUY
EB = ELECTRIC BOX
F.C. NO. = FILM CODE NUMBER
FH = FIRE HYDRANT
FND = FOUND
GP = GATE POST
H.C.C.F. NO. = HARRIS COUNTY CLERK'S FILE NUMBER
HWF/-o-= HOG WIRE FENCE
I.R. = IRON ROD
I.P. = IRON PIPE
M.R.H.C. = MAP RECORDS OF HARRIS COUNTY
MB = MAIL BOX
MH = MANHOLE
MP/NG = METER POLE/NO SERVICE
-P- = OVERHEAD POWER WIRE
P.O.B. = POINT OF BEGINNING
PP = POWER POLE
PTP = PINCHED TOP PIPE
SGN = SIGN
SP = SERVICE POLE
TP = TELEPHONE PEDESTAL
TSP = TRAFFIC SIGNAL POLE
U.E. = UTILITY EASEMENT
UGCM = UNDERGROUND CABLE MARKER
WDF/-//-= WOOD FENCE
W.L.E. = WATER LINE EASEMENT
WM = WATER METER
WV = WATER VALVE
NOTES:
1. This survey was performed without the benefit of a current title report therefore all easements and other matters of record which may have been granted may not be shown hereon.
2. Bearing orientation based on Texas State Plane Coordinate Grid System of 1983, derived from CORS site RODS.
3. Surveyor did not abstract tract.
4. ( ) indicates deed or plat call.
5. Subject to Restrictive Covenants as set out under Film Code Nos. 440128 and 491145, M.R.H.C. and under H.C.C.F. Nos. U777096, U797472, W045833, 20080114628, 20120563195, 20150445380, 20150478507, 2017-103677, 2017-113395, 2017-280897, 2017-445717 thru 2017-445723 and 2018-471086 (as to Tract I).
Subject to Restrictive Covenants as set out in Vol. 2, Page 65 M.R.H.C. (as to Tracts II and III)
6. Based on graphic plotting no portion of this tract lies within a "100 year flood hazard area" as designated on The National Flood Insurance Program — Flood Insurance Rate Map issued by the Federal Emergency Management Agency under Community Panel Number 480287 0230 L for Harris County, Texas, dated date 8/18/2014. For Harris County, Texas, the "100 year flood hazard area" is subject to change as detailed studies become available and/or watershed or channel conditions change.
7. Subject to Right of Way Easement recorded under H.C.C.F. No. U554225.
8. Subject to terms, provisions, easements, covenants, restrictions and lien for assessments recorded under U777096.
9. Tracts being more particularly described by separate metes and bounds. See HSC File No. F21-150.00E and C21-150.00D.
10. Revised October 31, 2023 to show 0.8041 acre tract.
LINE	DISTANCE	BEARING
L1	24.68'	N 87°26'22" E
L2	163.90'	N 42°56'22" E
L3	270.27'	S 15°43'52" E
L4	147.07'	S 56°26'08" W
L5	230.09'	N 15°43'52" W
CURVE	RADIUS	DELTA	ARC	TANGENT	BEARING	CHORD
---	---	---	---	---	---	---
C1	1950.00	01°25'11"	48.32	24.16	N 19°36'08" W	48.32
STATE OF TEXAS HARRY H. HOVIS IV 4827 REGISTERED PROFESSIONAL LAND SURVEYOR
Registered Professional Land Surveyor
HOVIS SURVEYING COMPANY
Land Surveys — Computer Mapping
5000 Cabbage — Spring, Texas 77379
(281) 320-9595
Acreage — Residential — Industrial — Commercial
Texas Firm Registration No. 10030400
EXHIBIT SHOWING 49.301 ACRES OF LAND AND 0.8041 OF ONE ACRE OF LAND SITUATED IN THE JESSE PRUITT SURVEY, ABSTRACT NUMBER 625, HARRIS COUNTY, TEXAS.
DATE: OCTOBER 30, 2023 SCALE: 1" = 100' JOB NO. 21-150-00
2115000.DWG

NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
JULY 14, 2025
&
CITY COUNCIL
JULY 21, 2025

Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, July 14, 2025, at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, July 21, 2025, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case Z25-07: Request by Paul and Brenda Mladenka, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 9.565 acres of land legally described as Lots 378 and 381 of Tomball Outlots from Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1811 South Persimmon Street, within the City of Tomball, Harris County, Texas.

Zoning Case Z25-08: Request by James and Patricia Case, represented by Shawn Ballard, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 8.07 acres of land legally described as being Lots 286-A and 289 of Tomball Outlots and Lot 289-A, Block 1 of Case Tract from Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1514 South Persimmon Street, within the City of Tomball, Harris County, Texas.

Zoning Case Z25-09: Request by FLS Development LLC, represented by William Shawn Speer and Kyle Friedman, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 49.301 acres of land legally described as being portions of Lots 489 through 498 of Tomball Outlots as well as all of Lot 1 & Reserve A in Block 1 of Brandt Holdings subdivision from Commercial (C) & Agricultural (AG) to the Planned Development (PD) zoning district. The properties are generally located within the 2100 – 2200 blocks (east side) of Hufsmith-Khorville Road, within the City of Tomball, Harris County, Texas.

Conditional Use Permit Case CUP25-05: Request by Hufsmith – Kohrville Business Park LLC, represented by William Lawrence and Spetza Roasting Co. LLC, for a Conditional Use Permit to allow the land use of "Coffee roasting" within the City of Tomball's Commercial (C) zoning district. This request affects approximately 3.7869 acres of land legally described as being Lot 2, Block 1 of Huffsmith-2978 Replat No 1. The property is located at 22525 Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Administrative Services Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the Assistant City Planner, Benjamin Lashley, at (281) 290-1477 or at blashley@tomballtx.gov.

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

I hereby certify that the above notice of the 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 July 2025 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Benjamin Lashley
Benjamin Lashley
Assistant City Planner

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 feel free to contact the City Secretary's office at (281) 290-1019 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT www.tomballtx.gov.

City of Tomball
Community Development Department

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z25-09 **6/30/2025**

The Planning & Zoning Commission will hold a public hearing on **July 14, 2025 at 6:00 PM,** in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by FLS Development LLC, represented by William Shawn Speer and Kyle Friedman, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 49.301 acres of land legally described as being portions of Lots 489 through 498 of Tomball Outlots as well as all of Lot 1 & Reserve A in Block 1 of Brandt Holdings subdivision from Commercial (C) & Agricultural (AG) to the Planned Development (PD) zoning district. The properties are generally located within the 2100 – 2200 blocks (east side) of Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas.

This hearing is open to any interested person. Opinions, objections, and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of this request. Only the area which is highlighted in green on the map is being considered for **re-zoning.** The blue area is the notification area. All owners of property within 300 feet of the subject property, as indicated by the most recently approved city tax roll, are required to be notified. Whether recommended for approval or denial by the Planning & Zoning Commission, this case will be heard by the City Council for First Reading with public hearing on **July 21, 2025 at 6:00 PM** in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions please contact Benjamin Lashley, Assistant City Planner, by telephone (281-290-1477) or by email address blashley@tomballtx.gov.

For the PLANNING & ZONING COMMISSION
Please call (281) 290-1477 if you have any questions about this notice.

CASE #: Z25-09
You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name:
Parcel I.D.:
Address:

Mailing To: Community Development Department
501 James St., Tomball TX 77375

Email: blashley@tomballtx.gov

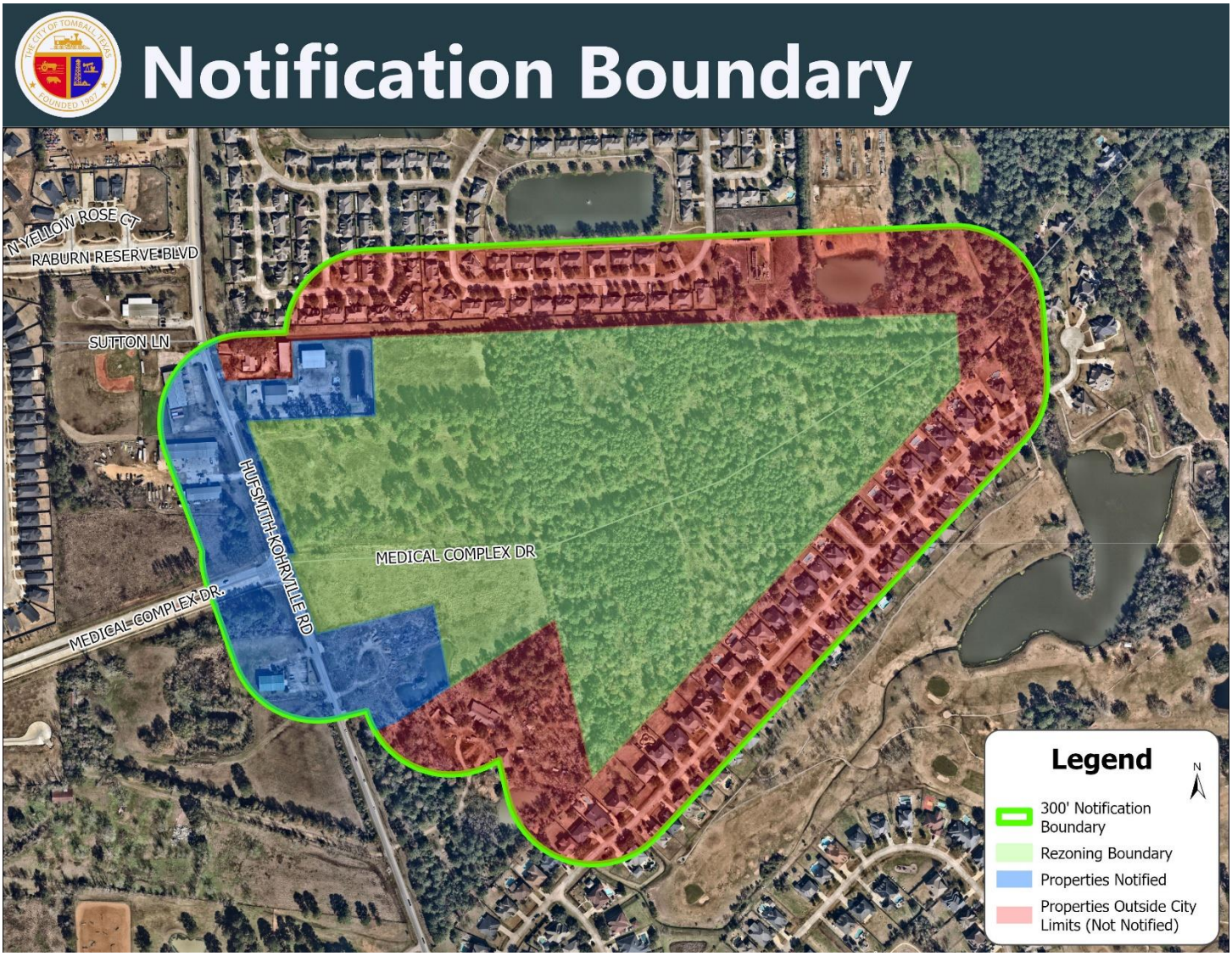
I am in favor ☐ I am opposed ☐

Additional Comments:

Signature: _____

City of Tomball
Community Development Department

Z25-09



Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: July 14, 2025
City Council Public Hearing Date: July 21, 2025

Rezoning Case:	Z25-09
Property Owner(s):	FLS Development LLC
Applicant(s):	William Shawn Speer and Kyle Friedman
Legal Description:	Portions of Lots 489 through 498 of Tomball Outlots as well as all of Lot 1 & Reserve A in Block 1 of Brandt Holdings
Location:	2100-2200 blocks (east side) of Hufsmith-Kohrville Road. (Exhibit "A")
Area:	49.301 acres
Comp Plan Designation:	Neighborhood Commercial and Medium-Density Residential (Exhibit "B")
Present Zoning:	Commercial (C) and Agricultural (AG) Districts (Exhibit "C")
Request:	Rezone from Commercial (C) and Agricultural (AG) to the Planned Development (PD) zoning district.

Adjacent Zoning & Land Uses:

	Zoning	Land Use
North	Commercial (C) and Extraterritorial Jurisdiction (ETJ)	Construction Contractor Office & Single-family residences
South	General Retail (GR) and ETJ	Undeveloped land and Single-family residences
East	ETJ	Single-family residence
West	Commercial (C)	Hartwell Environmental Corporation, Diamond Drilling & Sawing, and Waymore Trailer Repair & Fabrication

BACKGROUND

Portions of the subject property have been within the City Limits of Tomball since at least 1909. The remaining portions of the subject property are located outside the city limits but within Tomball's Extraterritorial Jurisdiction (ETJ). Those portions of the subject property which fall outside the city limits are undergoing a request for annexation. This request is running

concurrently with this request for rezoning. The portions of the property which presently fall within the city limits are within the Commercial (C) zoning district, and upon annexation those portions which are subject to the annexation request will receive the default zoning district of Agricultural (AG). The subject property is currently undeveloped. The applicants are requesting to rezone the subject property to a Planned Development (PD) District. This new district will accommodate a single-family residential subdivision with a minimum lot area of 7,800 square feet and include tailored development regulations. Additionally, the requested Planned Development District will require community amenities to include but not limited to walking trails, ponds, fishing dock, playground, and workout equipment. In addition to this single-family residential subdivision, the Planned Development will include a non-residential component at the intersection of Medical Complex Drive and Hufsmith-Kohrville Road which will act as the entrance to the proposed subdivision. This non-residential portion of the development will be held to the General Retail (GR) zoning standards with prohibitions on a list of land uses which are ordinarily permitted within said zoning district. Additionally, provisions are included to address increased land use buffering standards between the proposed single-family residences and planned commercial developments **(Exhibit E)**.

ANALYSIS

Comprehensive Plan Recommendation:
The property falls within two future land use categories. The first being the "Neighborhood Commercial" category which encompasses the western portion of the property; the second being "Medium-Density Residential" which encompasses the eastern portion of the property **(Exhibit B)**.

Neighborhood Commercial:
According to the Comprehensive Plan the Neighborhood Commercial designation is intended for commercial uses that are developed with the appropriate context, scale and design to complement residential development. Appropriate land uses include retail, hotels, restaurants, personal services, and professional offices. These areas are intended to be accessible by both vehicles and pedestrians. This land use designation should serve as a transition between lower intensity residential development and higher intensity commercial and industrial development.

The Comprehensive Plan identifies the following zoning districts as compatible with the Neighborhood Commercial designation: Neighborhood Retail (NR), General Retail (GR), and Office (O). The Comprehensive Plan also identifies considerations of targeting locations adjacent to collector or arterial streets, and that Neighborhood Commercial developments could be appropriate as stand alone or part of a mixed use planned unit development.

Medium-Density Residential:
According to the Comprehensive Plan the Medium-Density Residential designation is intended to promote housing diversity and affordability to serve a range of local employment types, income levels, and age brackets. Appropriate land uses include duplexes, quadplexes, single-family detached homes, single-family attached homes, patio homes, parks and green spaces, schools, and public facilities. Non-residential uses that support residential development such as recreation facilities and schools may be appropriate in the area. This designation can serve as a transition between lower-density and higher-density residential uses, as well as commercial uses.

The Comprehensive Plan identifies the following zoning districts as compatible with the Neighborhood Commercial designation: Single-Family Residential – 6 (SF-6), Single-Family Residential – 7.5 (SF-7.5), and Duplex (D).

Staff Review Comments: The request to rezone the subject property to a Planned Development (PD) is in conformance with the Future Land Use Plan. Furthermore, the subject property has frontage on Hufsmith-Kohrville Road and the future extension of Medical Complex Drive which are designated as arterials on Tomball's Major Thoroughfare Plan. Roadways such as this are designed to accommodate the volume and character of traffic that can be expected from the mixture of commercial and residential land uses proposed by the request. The approval of the requested zoning will promote a new development that is consistent with the type of development patterns and character endorsed by the Future Land Use Plan for this area.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site were mailed notification of this proposal on June 30, 2025. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

EXHIBITS

A. Aerial Location Map
B. Future Land Use Map
C. Zoning Map
D. Site Photo(s)
E. Rezoning Application

Exhibit "A"
Aerial Location Map



Exhibit "B"
Future Land Use Plan

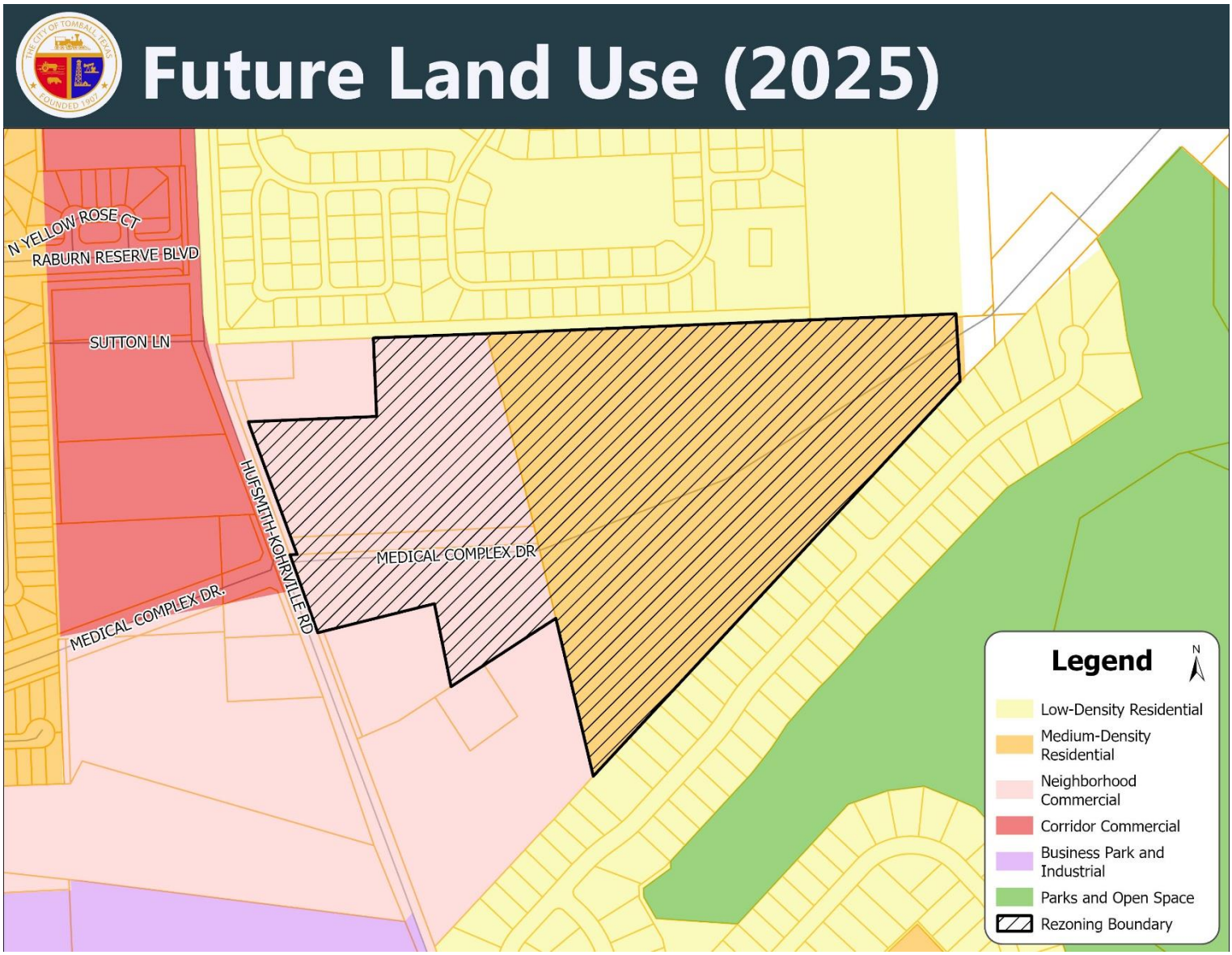


Exhibit "C"
Zoning Map

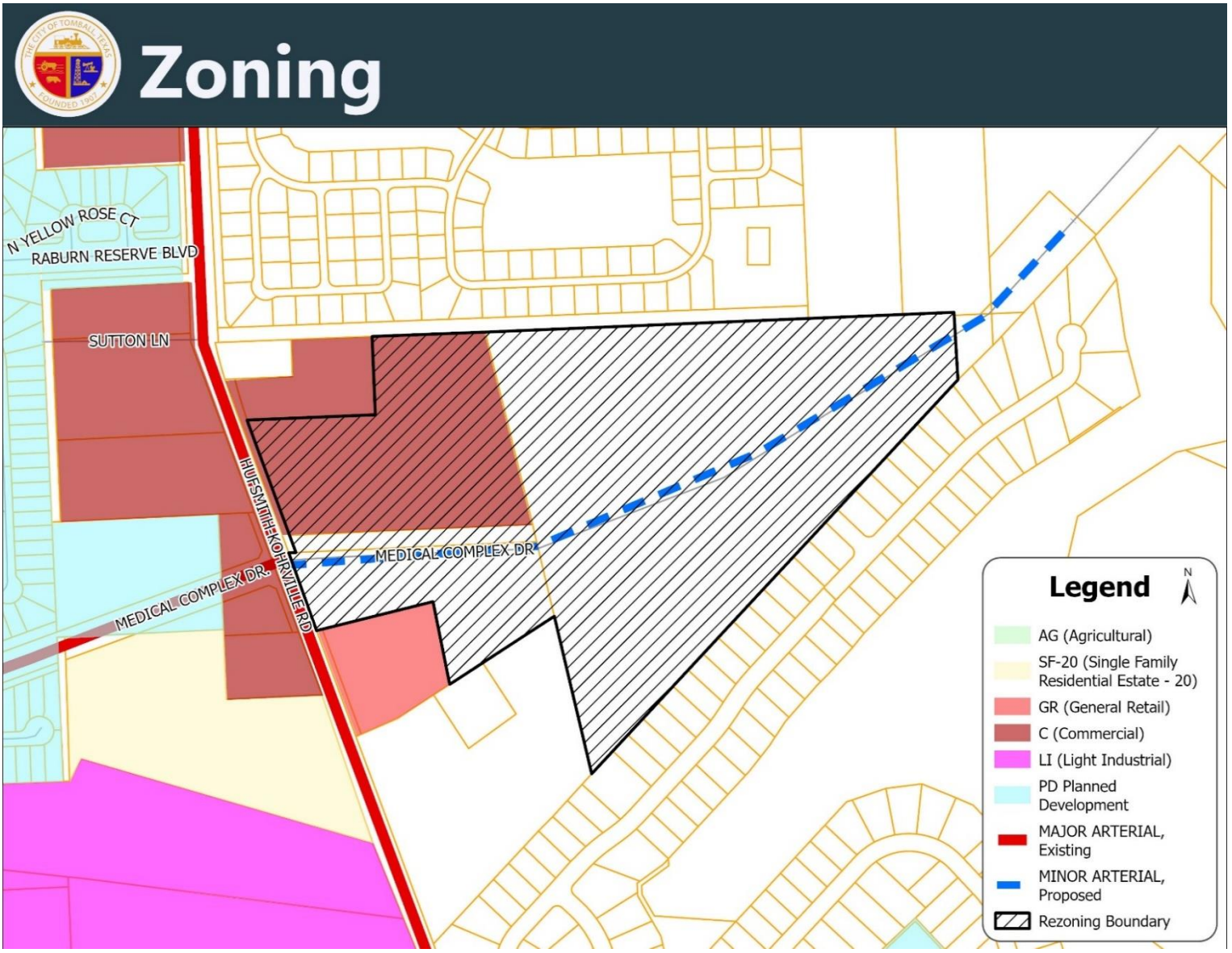
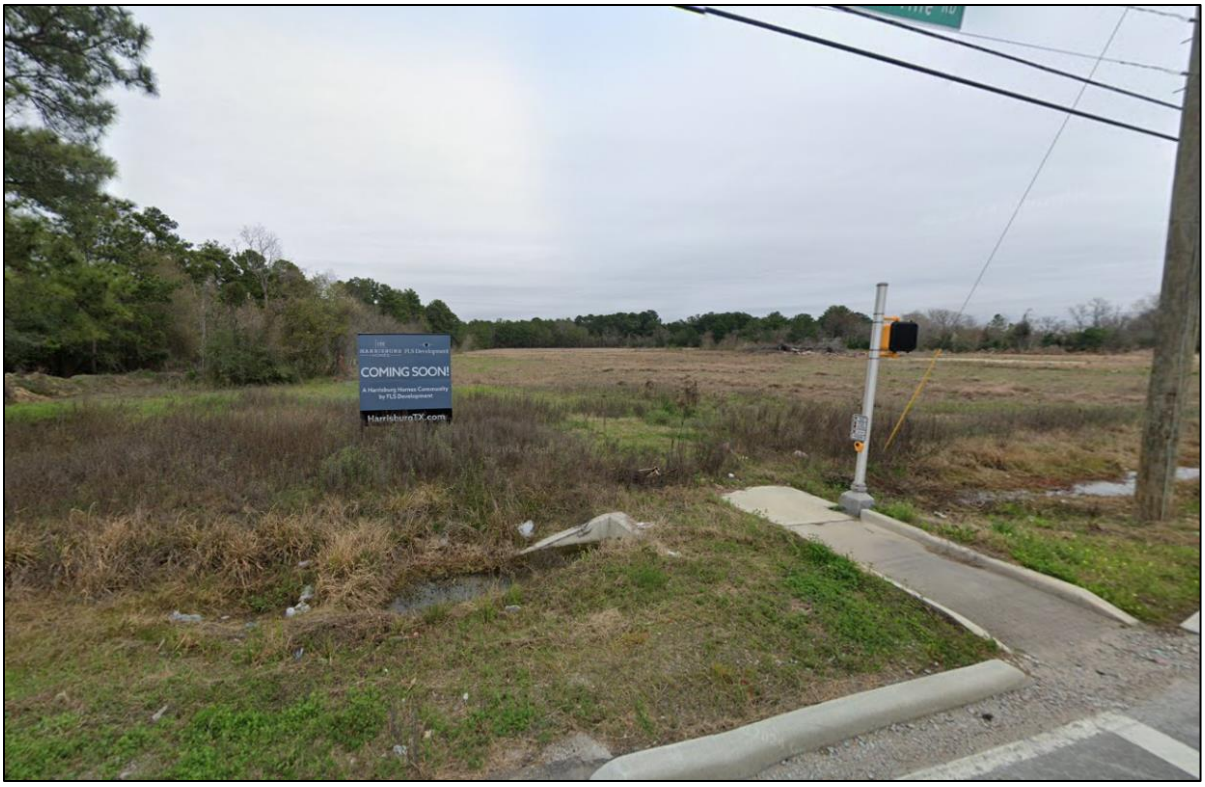


Exhibit "D"
Site Photo(s)

Subject Site



Neighbor (North)



Neighbor (North)



Neighbor (South)



Neighbor (South)



Neighbor (South)



Neighbor (East)



Neighbor (West)



Neighbor (West)



Exhibit "E"
Rezoning Application

Revised: 08/25/2023

APPLICATION FOR RE-ZONING

Community Development Department
Planning Division

APPLICATION REQUIREMENTS: Applications will be ***conditionally*** accepted on the presumption that the information, materials and signatures are complete and accurate. If the application is incomplete or inaccurate, your project may be delayed until corrections or additions are received.

FEES: Must be paid at time of submission or application will not be processed.

- $1,000.00 fee for requests to rezone to standard zoning districts
- $1,500.00 fee for request to rezone to Planned Development districts.

DIGITAL APPLICATION SUBMITTALS:

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY WITHIN SMARTGOV

WEBSITE: ci-tomball-tx.smartgovcommunity.com

Applicant

Name: FLS Development Title:

Mailing Address: 8765 Spring Cypress Rd Suite L213 City: Spring State: TX

Zip: 77379 Contact: Shawn Speer

Phone: (713) 2498196 Email: shawn@harrisburgtx.com

Owner

Name: FLS Development (Same as applicant) Title:

Mailing Address: City: State:

Zip: Contact:

Phone: ( ) Email:

Engineer/Surveyor (if applicable)

Name: Title:

Mailing Address: City: State:

Zip: Contact:

Phone: ( ) Fax: ( ) Email:

Description of Proposed Project: Mixed Use Development of Commercial and Residential Along Hufsmith Kohrville Rd

Physical Location of Property: 22110 Hufsmith Kohrville Rd (Portion of)

[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: Land is Situated in the Jesse Pruitt Survey, abstract Number 626, Harris County

[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: (PD) : Planned Development District

City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405 www.tomballtx.gov

Revised: 08/25/2023

Current Use of Property: Undeveloped Agriculture

Proposed Zoning District: (PD) : Planned Development District

Proposed Use of Property: Mixed Use Commercial and Residential

HCAD Identification Number: Pending Acreage: 50.1051

Please note: A courtesy notification sign will be placed on the subject property during the public hearing process and will be removed when the case has been processed.

This is to certify that the information on this form is COMPLETE, TRUE, and CORRECT and the under signed is authorized to make this application. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

X William Shawn Speer (May 31, 2025 13:27 CDT) May 31, 2025

Signature of Applicant **Date**

X William Shawn Speer (May 31, 2025 13:27 CDT) May 31, 2025

Signature of Owner **Date**

Revised: 08/25/2023

Submittal Requirements

The following summary is provided for the applicant's benefit. However, fulfilling the requirements of this summary checklist does not relieve the applicant from the responsibility of meeting the regulations in the Zoning Ordinance, subdivision regulations, and other development related ordinances of the City of Tomball.

Applications must be received by the City of Tomball at least 40 calendar days prior to the City Planning and Zoning Commission hearing date.

- **Application Fee: $1,000.00 (standard zoning) or $1,500.00 (PD zoning)**
- **Completed application form**
- ***Copy of Recorded/Final Plat**
- **Letter stating reason for request and issues relating to request**
- **Conceptual Site Plan (if applicable)**
- **Metes & Bounds of property**
- **Payment of all indebtedness attributed to subject property must be paid with application or an arrangement in accordance with Section 50-36(a)(3) of the Code of Ordinances as cited below:**

(No person who owes delinquent taxes, delinquent paving assessments, or any other fees, delinquent debts or obligations or is otherwise indebted to the City of Tomball, and which are directly attributed to a piece of property shall be allowed to submit any application for any type of rezoning, building permit, or plan review until the taxes, assessments, debts, or obligations directly attributable to said property and owed by the owner or previous owner thereof to the City of Tomball shall have been first fully discharged by payment, or until an arrangement satisfactory to the City has been made for the payment of such debts or obligations. It shall be the applicant's responsibility to provide evidence of proof that all taxes, fees, etc.. have been paid, or that other arrangements satisfactory to the City have been made for payment of said taxes, fees, etc.)

The City's staff may require other information and data for specific required plans. Approval of a required plan may establish conditions for construction based upon such information.

***Legal Lot Information:** If property is not platted, a plat will be required to be filed with the Community Development Department unless evidence of a legal lot is provided. To be an un-platted legal lot, the applicant is required to demonstrate that the tract existed in the same shape and form (same metes and bounds description) as it currently is described prior to August 15, 1983, the date the City adopted a subdivision ordinance.

Revised: 08/25/2023

Application Process

1. The official filing date is the date the application and fee are received by the City.

2. The City will review the application for completeness and will notify the applicant in writing within 10 days if the application is deemed incomplete.

3. Property owners within two-hundred (300) feet of the project site will be notified by letter within 10 calendar days prior to the public hearing date and legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing.

4. A public hearing will be held by the Planning and Zoning Commission at 6:00 p.m. in the City Council chambers, unless otherwise noted. The Planning and Zoning Commission meetings are scheduled on the second Monday of the month. The staff will review the request with the Commission and after staff presentations the chair will open the public hearing. The applicant will have ten (10) minutes to present the request. The chair will then allow those present in favor of the request and those in opposition to the request to speak. The Commission may then ask staff or anyone present additional questions, after which the Commission may close or table the public hearing. The Commission may then vote to recommend approval or denial to the City Council. The Commission may also table the request to a future date before a recommendation is sent to the City Council.

5. A second public hearing will be scheduled before the City Council after fifteen (15) days of legal notice. The Council meetings are held on the first (1st) and third (3rd) Mondays of the month at 6:00 p.m. in the City Council chambers (401 Market Street, Tomball, Texas, 77375).

6. The City Council will conduct a public hearing on the request in the same manner as the Planning and Zoning Commission. In the event that there has been a petition filed with the City Secretary with twenty percent (20%) of the adjoining property owners in opposition to the subject zoning request, it will require a three fourths (3/4) vote of the full Council to approve the request. Upon approval of the request by the City Council, an amended ordinance shall be prepared and adopted. The ordinance shall have two separate readings and will be effective at such time that it is adopted by City Council and signed by the Mayor and attested by the City Secretary.

FAILURE TO APPEAR: It is the applicant/property owner's responsibility to attend all Planning and Zoning Commission and City Council meetings regarding their case. Failure of the applicant or his/her authorized representative to appear before the Planning and Zoning Commission or the City Council for more than one (1) hearing without approved delay by the City Manager, or his/her designee, may constitute sufficient grounds for the Planning and Zoning Commission or the City Council to table or deny the application unless the City Manager or his/her designee is notified in writing by the applicant at least seventy-two (72) hours prior to the hearing. If the agenda item is tabled the Planning and Zoning Commission shall specify a specific date at which it will be reconsidered.

FLS Development

Planned Development Request Letter

May 28, 2025

City of Tomball
Planning & Zoning Commission/City Council
501 James Street
Tomball, TX 77357

Attn: Mr. Craig Meyers - Community Development Director

Re: Graylou Grove Planned Development Application

Dear Mr. Meyers and Team,

FLS Development LLC, as applicant, requests the acceptance of the proposed Planned Development application and supporting documentation for the group of properties delineated in the attached. Portions of the property reside outside of Tomball city limits and Tomball's CCN. It is our intention to annex these properties into the City of Tomball's corporate boundaries and develop a unique neighborhood with superior features.

This infill development is situated between two neighborhoods; Country Club Greens, and Willow Creek Estates, and aligns with the future land use map as neighborhood residential. Furthermore, the family-oriented retail provides a transition from the major arterial into the neighborhood. We aim to support Tomball's future thoroughfare vision by dedicating right-ofway through the property and paving a majority of Medical Complex Drive for future connection to Mahaffey.

In order to deliver the architectural vision for Graylou Grove, the right lot size is needed. While the majority of PID's in Tomball offer 50' or 55' wide lots, the base 65' lot width in Graylou Grove will allow the vision for this upscale community to take shape. With a larger architectural canvas, each home may present its own contribution to the overall street scene of the community. With this sizing, variations in garage designs between two and three-car designs and from front-loading to swing-in garage concepts will be possible. The resulting homes and overall street scene should increase overall values of the properties and allow the development to maintain those values over time. At the 65' width, home designs become wider, and therefore require less foundation depth, resulting in larger available yard space. With the value of the homes and the available space, it's reasonable to expect homeowners to create more appealing

uses of their backyards through pools and other entertainment elements. These are the homes in the area that will become more frequently used for friendly events, creating a natural sense of community in the Tomball area with a "destination" environment that will benefit both property owners in Graylou Grove as well as other Tomball residents who are visiting.

The benefits of the development do not end with the lot size and the architecture that will be delivered through the homes in the community. The planned amenities throughout the development will certainly improve Tomball as a community. Each element of the development will serve a purpose for Tomball residents, and Graylou Grove residents. [redacted] Graylou Grove's planned family-friendly amenity area will provide a serene and expansive area complete with a large fishing pier. The pier will be built with high-quality composite materials, which will be selected to complement the visual concept for Graylou Grove. Nearby, families will enjoy the Graylou Grove community park, which will feature play structures which vary from those in nearby Tomball PID communities. These amenities will be tied together by an attractive and useful shade structure, perfect for enjoying relaxing moments in the setting of the integrated walking trails, community water features, and recreational amenities.

We believe the combination of commercial and residential at the intersection of Medical Complex Dr. and Hufsmith Kohrville Road, along with the stringent building standards as set forth, will have a positive impact on the city. Our team is excited to continue building in the City of Tomball and appreciate your assisted efforts serving our fellow locals.

Sincerest Regards,



Kyle Friedman

Development Coordinator

FLS Development

Planned Development Regulations
(Medical Complex Blvd & Hufsmith Kohrville Rd)

Contents

a. General Provisions
b. Land Uses
c. Development Regulations
d. Architecture Standards
e. Landscape/Buffer Regulations
f. Amenities

a. General Provisions

The Planned Development, PD, approved herein must be constructed, developed, and maintained in compliance with this ordinance and other applicable ordinances of the City of Tomball. If any provisions or regulations of any City of Tomball ordinance applicable in GR or SF-9 zoning districts is not contained in this ordinance, all of the regulations contained in the Development Code applicable to the GR and SF-9 zoning district in effect on the effective date of this ordinance shall apply to this PD.

Except as otherwise provided herein, the words used in this Planned Development have the same meaning established by the Development Code.

b. Land Uses

Permitted Land Uses are listed below. All others are prohibited.

1) Any use permitted by right in SF-9
2) Any use permitted in the General Retail District (GR) Zoning Code of Ordinances. In addition, the following uses will not be permitted as-of-right in commercial zones:

a) All-terrain vehicle (go-carts) dealer/sales (w/no outdoor sales, storage, and display)
b) Ambulance service
c) Antique shop (with outside storage)
d) Appliance repair
e) Auction house
f) Auto dealer (new, auto servicing and used auto sales as accessory uses only, w/outdoor sales, storage, and display)
g) Auto dealer, primarily used auto sales w/outdoor sales, storage, and display
h) Auto glass repair/tinting
i) Auto interior shop/upholstery
j) Auto muffler shop
k) Auto paint shop
l) Auto parts sale (new or rebuilt; with outside storage or display)
m) Auto repair (major & minor)
n) Auto tire sales
o) Automobile wash (full service/detail shop)
p) Automobile wash (self-service)
q) Building material sales/lumber yard
r) Caretaker's, guard's residence
s) Carpet and rug cleaning plant
t) Cemetery and/or mausoleum
u) Check cashing service
v) Concrete or asphalt mixing/batching plant
w) Family home (child care in place of residence)
x) Feed and grain store/farm supply store
y) Fix-it shops, small engine, saw filing, mower sharpening
z) Fraternity or sorority house
aa) Funeral home
bb) Golf driving range
cc) Heliport/Helistop
dd) Household care institution
ee) Institution for alcoholic, narcotic, or psychiatric patients
ff) Laundromat/washateria/self- service
gg) Loan service (payday / auto title)
hh) Maintenance and repair service for buildings/janitorial
ii) Mortuary
jj) Motorcycle sales/dealer w/outdoor sales, storage, and display
kk) Office, parole-probation
ll) Pawn shop
mm) Quick lube/oil change/minor inspection
nn) Rehabilitation care facility (halfway house)
oo) School, public or denominational
pp) Sheltered care facility
qq) Taxi/limousine service
rr) Taxidermist
ss) Telemarketing agency
tt) Telephone exchange/switching station
uu) Tool and machinery rental (with outdoor storage)
vv) Welding shop

c. Development Regulations

1) Area regulations for Single Family Lots

a) Minimum Lot Size – 7,800 Feet
b) Minimum Lot Width – 60 Feet
c) Minimum Lot Depth – 120 Feet
d) Minimum Front Yard – 25 Feet (35' adjacent to Arterial Street)
e) Minimum Side Yard – 5 Feet (15' adjacent to street, 25' adjacent to Arterial Street)
f) Minimum Rear Yard – 15 Feet (25' adjacent to Arterial)
g) Maximum Lot Coverage – 55% (including main buildings and accessory buildings)
h) Maximum Height – Two stories not to exceed 35 feet for the main building/house

2) Area Regulations for nonresidential uses **(Excludes Amenities)**

a) Minimum Lot Area – 6,000 Square Feet
b) Minimum Lot Width – 60 Feet
c) Minimum Lot Depth – 100 Feet
d) Minimum Front Yard – 35 feet
e) Minimum Side Yard (Interior) – 5 Feet (25' Adjacent to Arterial)
f) Minimum Side Yard Adjacent to Single Family – 25 Feet
g) Minimum Rear Yard – 15 Feet
h) Maximum floor area ratio (FAR) is 1:1

3) Develop full boulevard of Medical Complex Drive to serve the development (through the extent of single family residential construction) as shown in Exhibit A.

d. Architecture Standards

These recommendations and standards are meant to foster a sense of design community that will deliver the desired aesthetic of the planned residential development. The follow architectural criteria are intended to make the home builder and building designer aware of the architectural context, not to inhibit or limit unique design.

1) Building façade criteria and features:

a) Each residence must present an exterior design within the classification of "Modern Farmhouse" or "Craftsman" design.

b) Combined exterior materials and colors must vary from those within 4 residences of the subject. Crossing the street will count as one residence.

c) Primary brick material may not be repeated within 4 residences.

d) A variation of garage entries and garage sizes is expected as a general method of breaking up the street scene for the subdivision. This will include front loading 2 and 3 car garages as well as "J-Swing" garage entries.

2) Building façade finishes and materials:

a) Each residence must include the following materials in varied methods of use.

b) Brick and/or Stone.

c) Board and Batten siding or similar painted material.

d) Cedar or other stained or painted decorative wood detailing.

e) Minimum 8:12 Side to side roof pitch.

e. Landscape/Buffer Regulations

1) Single Family Lot Requirements

a) Each lot shall be fully landscaped with either trees, plants or otherwise coved with grass.
b) Each lot shall have at least one 3.5" caliper shade tree planted in the front yard.
c) See attached (Exhibit B) for landscaping guidelines.

2) Non-residential Requirements

a) Provide 30' landscape buffer and tree preservation between commercial reserve tracts and single family lots.

b) Common areas near community signage, amenities, and within the esplanade for Medical Complex will be consistently landscaped with seasonal vegetation and flowers.

3) The community park, fishing dock and shade structure shall be maintained with irrigated grass and seasonal landscaping.

f. Amenities

Amenities will be designed and built to complement the overall concept of the community with a similar use of materials and design concepts related to the home design requirements for the subdivision. When completed, the combination of the architectural design of the Amenities, the consistent branding of each area, and the complimentary design of the commercial section of the community will complete a destination environment combining a modern design with a nod to the history of Tomball.

The following Amenities are required as shown on Exhibit A.

1) Up to two (2) Wet amenity detention ponds with fountains.
2) Designated walking trails around amenity ponds (w/ workout equipment).
3) Playground structure.
4) Fishing Dock.
5) Shade structure.
6) Up to two (2) monument signs within platted area.

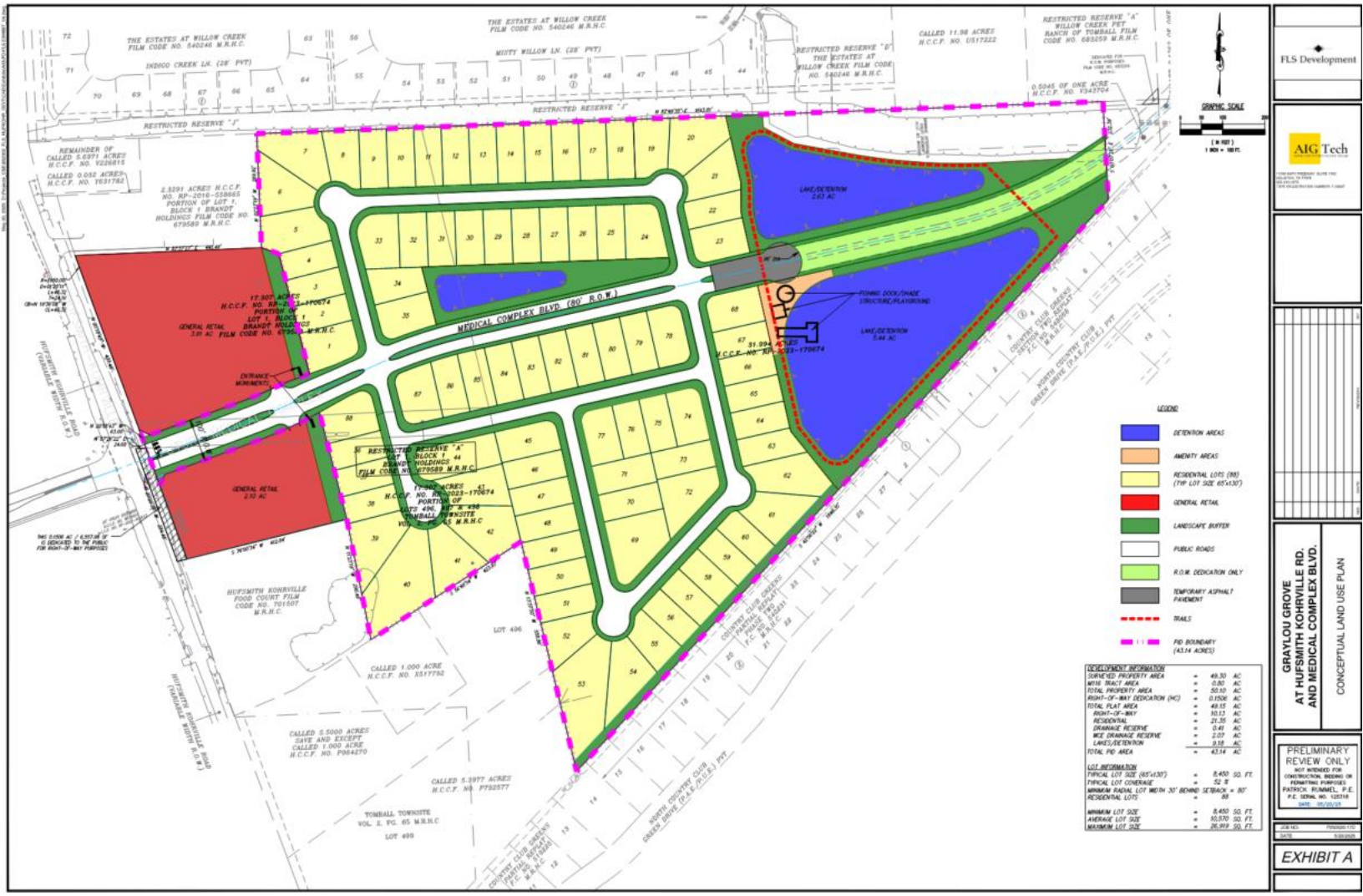

MEDICAL COMPLEX BLVD. (80' R.O.W.)
LAKE/DETENTION 2.63 AC
LAKE/DETENTION 5.44 AC
FISHING DOCK/SHADE STRUCTURE/PLAYGROUND
GENERAL RETAIL 3.01 AC
GENERAL RETAIL 2.10 AC
ENTRANCE MONUMENT
LOT 496
LOT 499
GRAPHIC SCALE
LEGEND
DETENTION AREAS
AMENITY AREAS
RESIDENTIAL LOTS (RB) (TYP LOT SIZE 65'x130')
GENERAL RETAIL
LANDSCAPE BUFFER
PUBLIC ROADS
R.O.W. DEDICATION ONLY
TEMPORARY ASPHALT PAVEMENT
TRAILS
FID BOUNDARY (43.14 ACRES)
DEVELOPMENT INFORMATION
SURVEYED PROPERTY AREA = 49.30 AC
MYR TRACT AREA = 0.80 AC
TOTAL PROPERTY AREA = 50.10 AC
RIGHT-OF-WAY DEDICATION (HC) = 0.1506 AC
TOTAL PLAT AREA = 49.15 AC
RIGHT-OF-WAY = 10.13 AC
RESIDENTIAL = 21.35 AC
DRAINAGE RESERVE = 0.41 AC
MCE DRAINAGE RESERVE = 2.07 AC
LAKE/DETENTION = 9.18 AC
TOTAL FID AREA = 43.14 AC
LOT INFORMATION
TYPICAL LOT SIZE (65'x130') = 8,450 SQ. FT.
TYPICAL LOT COVERAGE = 52 %
MINIMUM RADIAL LOT WIDTH 30' BEHIND SETBACK = 80'
RESIDENTIAL LOTS = 88
MINIMUM LOT SIZE = 8,450 SQ. FT.
AVERAGE LOT SIZE = 10,570 SQ. FT.
MAXIMUM LOT SIZE = 26,919 SQ. FT.
FLS Development
AIG Tech
GRAYLOU GROVE AT HUFSMITH KOHRVILLE RD. AND MEDICAL COMPLEX BLVD.
CONCEPTUAL LAND USE PLAN
PRELIMINARY REVIEW ONLY
NOT INTENDED FOR CONSTRUCTION, BIDDING OR PERMITTING PURPOSES
PATRICK RUMMEL, P.E.
P.E. SERIAL NO. 125318
EXHIBIT A

EXHIBIT B

Landscaping Guidelines

Just as all structures built throughout Graylou Grove from commercial to residences to amenity structures will be required to include design elements consistent with one another, landscaping in all of these areas will be expected to create a consistent and beautiful vegetation concept throughout the development.

A focus will be made on trees, plants and flowers which are native to the area and the State of Texas in general. Trees planted will be Oaks, implementation of plants will have a focus on evergreen selections and color will be provided by plants and flowers which do well in the environment and seasonal use of their intent.

All areas landscaped as part of the development will remain on an ongoing maintenance plan including irrigation and landscaping maintenance workers who will perform work on a regular basis.

Treelines:
Areas designated as treelines will be completed with selected Oaks of 6" in diameter or greater.

Common Areas:

Common areas in the development will include areas around signage, inside medians of Medical Complex, and throughout the amenity area at east end of the community.

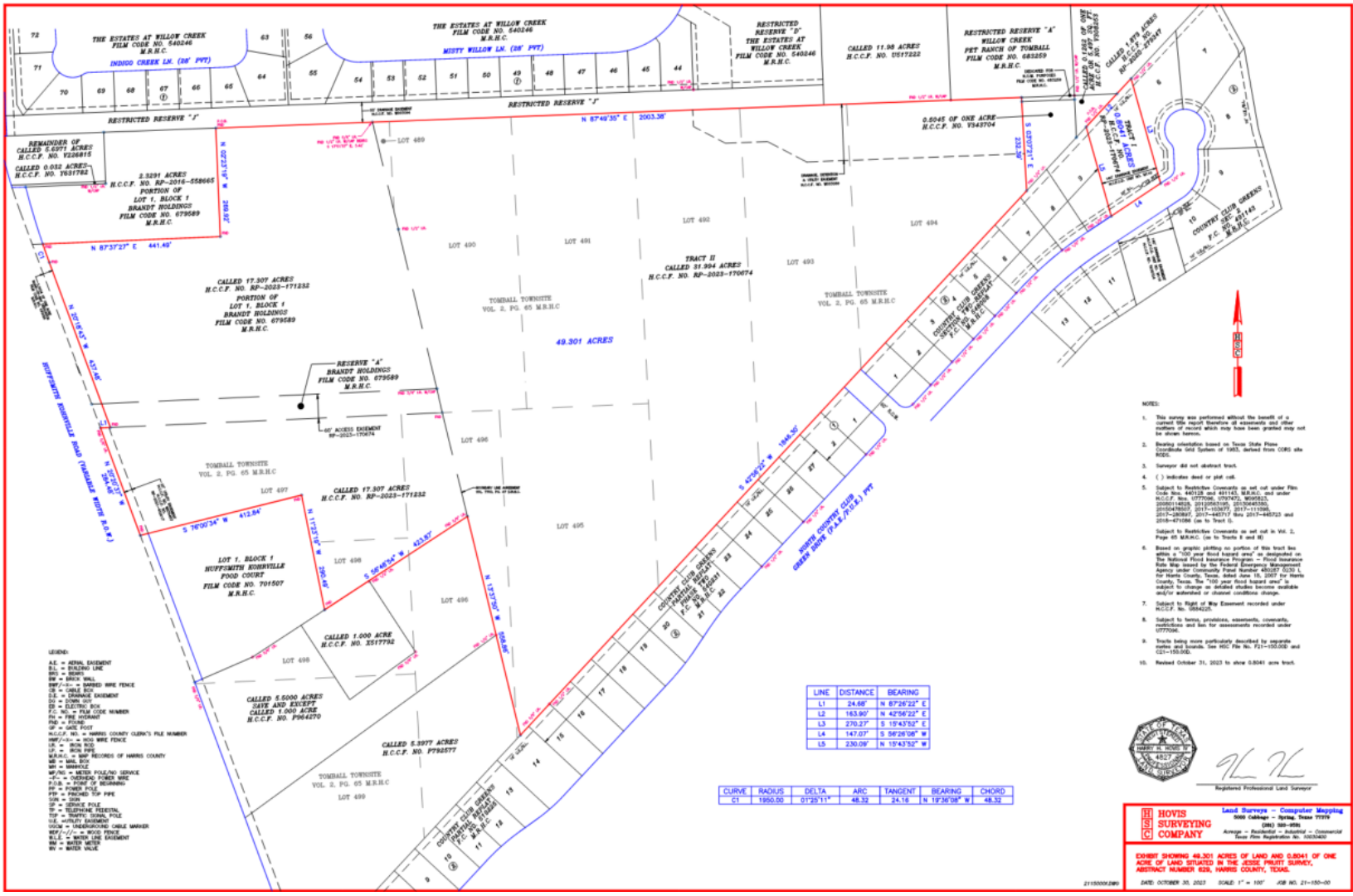
These areas will require coverage by landscaping. Medians will be presented with a combination of mulch, St Augustine Grass, Evergreen plants and seasonal plants and flowers. These areas will be maintained through irrigation and ongoing care through landscaping professionals.

Areas immediately surrounding amenities or signage will be maintained with a combination of St. Augustine grass, mulch, evergreen plants and seasonal color.

Smaller, more detailed areas that require grass will be completed with the laying of sod while larger open areas will be completed through the use of grass seed.

Residential Requirements:

In order to be considered complete per community guidelines, each residence must include at least one 3.5 caliper tree of Oak or other approve tree, a fully sodded and irrigated front yard (to front corner of home at a minimum) and a landscaping area which must be a minimum of 5' x 20' in size. Landscaped should include a combination of mulch beds, evergreen plants and seasonal plants with color or seasonal flowers.


THE ESTATES AT WILLOW CREEK FILM CODE NO. 540246 M.R.H.C.
INDIGO CREEK LN. (28' PVT)
MISTY WILLOW LN. (28' PVT)
RESTRICTED RESERVE "J"
RESTRICTED RESERVE "D" THE ESTATES AT WILLOW CREEK FILM CODE NO. 540246 M.R.H.C.
CALLED 11.96 ACRES H.C.C.F. NO. U517222
RESTRICTED RESERVE "A" WILLOW CREEK PET RANCH OF TOMBALL FILM CODE NO. 683259 M.R.H.C.
REMAINDER OF CALLED 5.6971 ACRES H.C.C.F. NO. V226815
CALLED 0.052 ACRES H.C.C.F. NO. Y631782
2.3291 ACRES H.C.C.F. NO. RP-2016-558665 PORTION OF LOT 1, BLOCK 1 BRANDT HOLDINGS FILM CODE NO. 679589 M.R.H.C.
N 87°49'30" E 2003.38'
0.5045 OF ONE ACRE H.C.C.F. NO. Y943704
TRACT I CALLED 0.8041 ACRES H.C.C.F. NO. RP-2023-170674
COUNTRY CLUB GREENS SECTION TWO REPLAT F.C. NO. 451144 M.R.H.C.
LOT 489
LOT 490
LOT 491
LOT 492
LOT 493
LOT 494
TRACT II CALLED 31.994 ACRES H.C.C.F. NO. RP-2023-170674
TOMBALL TOWNSITE VOL. 2, PG. 65 M.R.H.C
49.301 ACRES
CALLED 17.307 ACRES H.C.C.F. NO. RP-2023-171232 PORTION OF LOT 1, BLOCK 1 BRANDT HOLDINGS FILM CODE NO. 679589 M.R.H.C.
RESERVE "A" BRANDT HOLDINGS FILM CODE NO. 679589 M.R.H.C.
46' ACCESS EASEMENT RP-2023-170674
HUFFSMITH KOHRVILLE ROAD (VARIABLE WIDTH R.O.W.)
N 87°37'27" E 441.49'
S 76°00'34" W 412.84'
N 13°21'34" W 423.97'
S 58°46'54" W 423.97'
N 13°21'34" W 556.98'
S 42°56'22" W 1946.36'
LOT 496
LOT 497
LOT 498
LOT 499
LOT 1, BLOCK 1 HUFFSMITH KOHRVILLE FOOD COURT FILM CODE NO. 701507 M.R.H.C.
CALLED 1.000 ACRE H.C.C.F. NO. X517792
CALLED 5.5000 ACRES SAVE AND EXCEPT CALLED 1.000 ACRE H.C.C.F. NO. P964270
CALLED 5.3977 ACRES H.C.C.F. NO. P792577
NORTH COUNTRY CLUB GREEN DRIVE (P.A.E./U.E.) PVT
LEGEND
A.E. = AERIAL EASEMENT
B.L. = BUILDING LINE
BRL = BEARS
BW = BRICK WALL
BWF/-o- = BARBED WIRE FENCE
CB = CABLE BOX
D.E. = DRAINAGE EASEMENT
DG = DOWN GUY
ED = ELECTRIC BOX
F.C. NO. = FILM CODE NUMBER
FH = FIRE HYDRANT
FND = FOUND
GP = GATE POST
H.C.C.F. NO. = HARRIS COUNTY CLERK'S FILE NUMBER
HWF/-x- = WOOD WIRE FENCE
I.R. = IRON ROD
I.P. = IRON PIPE
M.R.H.C. = MAP RECORDS OF HARRIS COUNTY
MB = MAIL BOX
MH = MANHOLE
MP/NG = METER POLE/NO SERVICE
-P- = OVERHEAD POWER WIRE
P.O.B. = POINT OF BEGINNING
PP = POWER POLE
PTP = PINCHED TOP PIPE
SGN = SIGN
SP = SERVICE POLE
TP = TELEPHONE PEDESTAL
TSP = TRAFFIC SIGNAL POLE
U.E. = UTILITY EASEMENT
UGCM = UNDERGROUND CABLE MARKER
WDF/-//- = WOOD FENCE
W.L.E. = WATER LINE EASEMENT
WM = WATER METER
WV = WATER VALVE
NOTES:
1. This survey was performed without the benefit of a current title report therefore all easements and other matters of record which may have been granted may not be shown hereon.
2. Bearing orientation based on Texas State Plane Coordinate Grid System of 1983, derived from CORS site RODS.
3. Surveyor did not abstract tract.
4. ( ) indicates deed or plat call.
5. Subject to Restrictive Covenants as set out under Film Code Nos. 440128 and 491145, M.R.H.C. and under H.C.C.F. Nos. U777096, U797472, W045833, 20080114628, 20120563195, 20150445380, 20150478507, 2017-103677, 2017-113395, 2017-280897, 2017-445717 thru 2017-445723 and 2018-471086 (as to Tract I).
Subject to Restrictive Covenants as set out in Vol. 2, Page 65 M.R.H.C. (as to Tracts II and III)
6. Based on graphic plotting no portion of this tract lies within a "100 year flood hazard area" as designated on The National Flood Insurance Program — Flood Insurance Rate Map issued by the Federal Emergency Management Agency under Community Panel Number 480287 0230 L for Harris County, Texas, dated date 8/18/2014. For Harris County, Texas. The "100 year flood hazard area" is subject to change as detailed studies become available and/or watershed or channel conditions change.
7. Subject to Right of Way Easement recorded under H.C.C.F. No. U554225.
8. Subject to terms, provisions, easements, covenants, restrictions and lien for assessments recorded under U777096.
9. Tracts being more particularly described by separate metes and bounds. See HSC File No. F21-150.00E and C21-150.00D.
10. Revised October 31, 2023 to show 0.8041 acre tract.
LINE	DISTANCE	BEARING
L1	24.68'	N 87°26'22" E
L2	163.90'	N 42°56'22" E
L3	270.27'	S 15°43'52" E
L4	147.07'	S 58°26'08" W
L5	230.09'	N 15°43'52" W
CURVE	RADIUS	DELTA	ARC	TANGENT	BEARING	CHORD
---	---	---	---	---	---	---
C1	1950.00	01°25'11"	48.32	24.16	N 19°36'08" W	48.32
STATE OF TEXAS REGISTERED HARRY H. HOVIS IV 4827 PROFESSIONAL LAND SURVEYOR
Registered Professional Land Surveyor
HOVIS SURVEYING COMPANY
Land Surveys — Computer Mapping
5000 Cabbage — Spring, Texas 77379
(281) 320-9595
Acreage — Residential — Industrial — Commercial
Texas Firm Registration No. 10030400
EXHIBIT SHOWING 49.301 ACRES OF LAND AND 0.8041 OF ONE ACRE OF LAND SITUATED IN THE JESSE PRUITT SURVEY, ABSTRACT NUMBER 625, HARRIS COUNTY, TEXAS.
DATE: OCTOBER 30, 2023 SCALE: 1" = 100' JOB NO. 21-150-00
2115000.DWG

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 21, 2025

Topic:

Conduct a public hearing and consideration to approve Conditional Use Permit Case CUP25-05: Request by Hufsmith – Kohrville Business Park LLC, represented by William Lawrence and Spetza Roasting Co. LLC, for a Conditional Use Permit to allow the land use of "Coffee roasting" within the City of Tomball's Commercial (C) zoning district. This request affects approximately 3.7869 acres of land legally described as being Lot 2, Block 1 of Huffsmith-2978 Replat No 1. The property is located at 22525 Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2025-24, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by granting a Conditional Use Permit (CUP) to allow the land use of "Coffee roasting" within the City of Tomball's Commercial (C) zoning district. This request affects approximately 3.7869 acres of land legally described as being Lot 2, Block 1 of Huffsmith-2978 Replat No 1. The property is located at 22525 Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas; providing for penalty of an amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

Origination: Hufsmith – Kohrville Business Park LLC, represented by William Lawrence and Spetza Roasting Co. LLC

Recommendation:

Party(ies) responsible for placing this item on agenda: Craig T. Meyers, P.E

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 Date City Manager Date

ORDINANCE NO. 2025-24

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY GRANTING A CONDITIONAL USE PERMIT (CUP) TO ALLOW THE LAND USE OF "COFFEE ROASTING" WITHIN THE CITY OF TOMBALL'S COMMERCIAL (C) ZONING DISTRICT. THIS REQUEST AFFECTS APPROXIMATELY 3.7869 ACRES OF LAND LEGALLY DESCRIBED AS BEING LOT 2, BLOCK 1 OF HUFFSMITH-2978 REPLAT NO 1. THE PROPERTY IS LOCATED AT 22525 HUFSMITH-KOHRVILLE ROAD, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; PROVIDING FOR PENALTY OF AN AMOUNT NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

Whereas, Hufsmith – Kohrville Business Park LLC, represented by William Lawrence and Spetza Roasting Co. LLC has requested that 3.7869 acres of land legally described as being Lot 2, Block 1 of Huffsmith-2978 Replat No 1. The property is located at 22525 Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas (the "Property"), receive a CUP; and

Whereas, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing and at least ten (10) days after written notice of that hearing was mailed to the owners of land within three hundred feet of the Property in the manner required by law, the Planning & Zoning Commission held a public hearing on the requested CUP; and

Whereas, the public hearing was held before the Planning & Zoning Commission at least forty (40) calendar days after the City's receipt of the requested CUP; and

Whereas, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing for the requested CUP, the City Council held the public hearing for the requested CUP and the City Council considered the final report of the Planning & Zoning Commission; and

Whereas, the City Council deems it appropriate to grant the requested CUP.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, THAT:

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

Section 2. A CUP to allow "Coffee roasting" at the property and subject to the terms and conditions set forth below is hereby granted.

Section 3. The Official Zoning Map of the City of Tomball, Texas shall be revised and amended to show the designation of the Property as hereby stated, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Tomball, save and except the granting of the CUP as herein provided.

Section 5. The CUP granted hereby shall be null and void after the expiration of two (2) years from the date of adoption hereon unless the Property is being used in accordance with the CUP herein authorized within said two-year period, or unless an extension of time is approved by City Council.

Section 6. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed $2,000. Each day of violation shall constitute a separate offense.

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

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON _____ DAY OF _____ 2025.

COUNCILMAN FORD	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
COUNCILMAN PARR	_____

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON _____ DAY OF _____ 2025.

COUNCILMAN FORD	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
COUNCILMAN PARR	_____

LORI KLEIN QUINN, Mayor

ATTEST:

Thomas Harris III, City Secretary

Exhibit “A”
Concept Plan

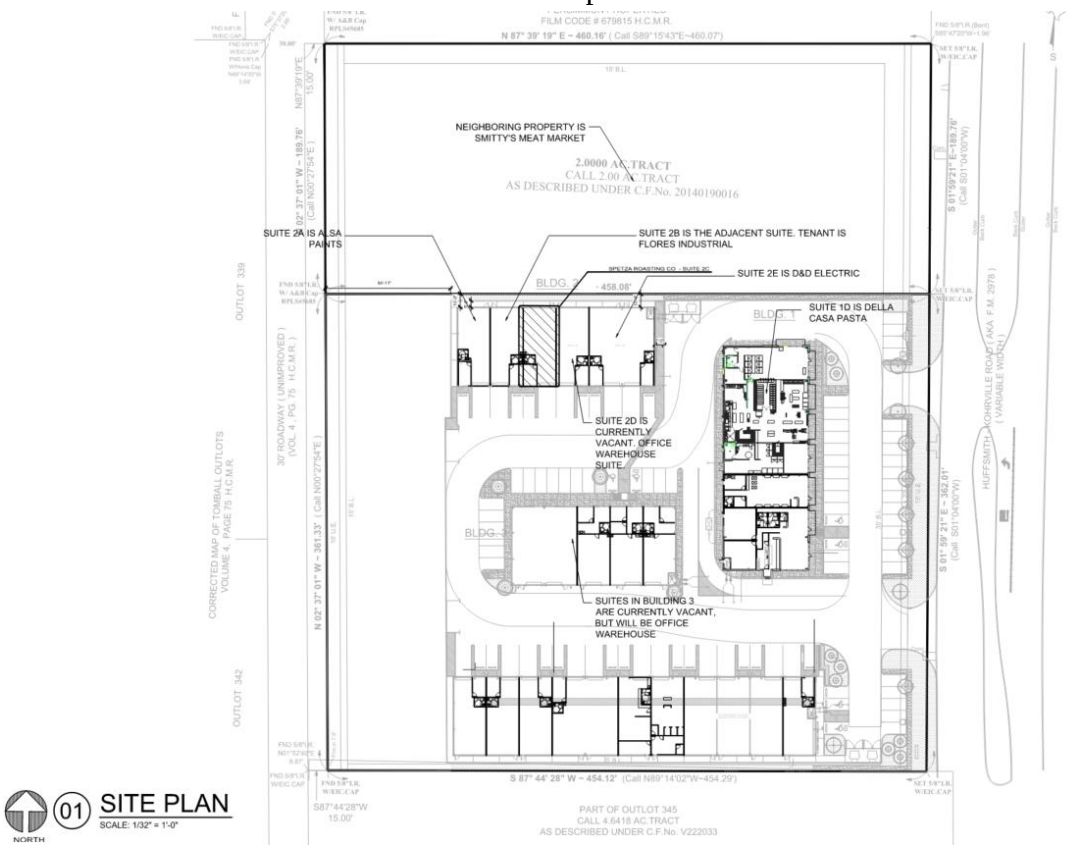


Exhibit “B”
Location Map



NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
JULY 14, 2025
&
CITY COUNCIL
JULY 21, 2025

Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, July 14, 2025, at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, July 21, 2025, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case Z25-07: Request by Paul and Brenda Mladenka, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 9.565 acres of land legally described as Lots 378 and 381 of Tomball Outlots from Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1811 South Persimmon Street, within the City of Tomball, Harris County, Texas.

Zoning Case Z25-08: Request by James and Patricia Case, represented by Shawn Ballard, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 8.07 acres of land legally described as being Lots 286-A and 289 of Tomball Outlots and Lot 289-A, Block 1 of Case Tract from Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1514 South Persimmon Street, within the City of Tomball, Harris County, Texas.

Zoning Case Z25-09: Request by FLS Development LLC, represented by William Shawn Speer and Kyle Friedman, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 49.301 acres of land legally described as being portions of Lots 489 through 498 of Tomball Outlots as well as all of Lot 1 & Reserve A in Block 1 of Brandt Holdings subdivision from Commercial (C) & Agricultural (AG) to the Planned Development (PD) zoning district. The properties are generally located within the 2100 – 2200 blocks (east side) of Hufsmith-Khorville Road, within the City of Tomball, Harris County, Texas.

Conditional Use Permit Case CUP25-05: Request by Hufsmith – Kohrville Business Park LLC, represented by William Lawrence and Spetza Roasting Co. LLC, for a Conditional Use Permit to allow the land use of "Coffee roasting" within the City of Tomball's Commercial (C) zoning district. This request affects approximately 3.7869 acres of land legally described as being Lot 2, Block 1 of Huffsmith-2978 Replat No 1. The property is located at 22525 Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Administrative Services Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the Assistant City Planner, Benjamin Lashley, at (281) 290-1477 or at blashley@tomballtx.gov.

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

I hereby certify that the above notice of the 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 July 2025 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Benjamin Lashley
Benjamin Lashley
Assistant City Planner

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 feel free to contact the City Secretary's office at (281) 290-1019 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT www.tomballtx.gov.

City of Tomball
Community Development Department

NOTICE OF PUBLIC HEARING

RE: Conditional Use Permit Case CUP25-05 **6/30/2025**

The Planning & Zoning Commission will hold a public hearing on **July 14, 2025 at 6:00 PM**, in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to the City Council on a request by Hufsmith – Kohrville Business Park LLC, represented by William Lawrence and Spetza Roasting Co. LLC, for a Conditional Use Permit to allow the land use of "Coffee roasting" within the City of Tomball's Commercial (C) zoning district. This request affects approximately 3.7869 acres of land legally described as being Lot 2, Block 1 of Huffsmith-2978 Replat No 1. The property is located at 22525 Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas.

This hearing is open to any interested person. Opinions, objections, and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of this request. Only the area which is highlighted in green on the map is being considered for **a Conditional Use Permit.** The blue area is the notification area. All owners of property within 300 feet of the subject property, as indicated by the most recently approved city tax roll, are required to be notified. Whether recommended for approval or denial by the Planning & Zoning Commission, this case will be heard by the City Council for First Reading with public hearing on **July 21, 2025 at 6:00 PM** in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions please contact Benjamin Lashley, Assistant City Planner, by telephone (281-290-1477) or by email address blashley@tomballtx.gov.

For the PLANNING & ZONING COMMISSION
Please call (281) 290-1477 if you have any questions about this notice.

CASE #: CUP25-05
You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name:
Parcel I.D.:
Address:

Mailing To: Community Development Department
501 James St., Tomball TX 77375

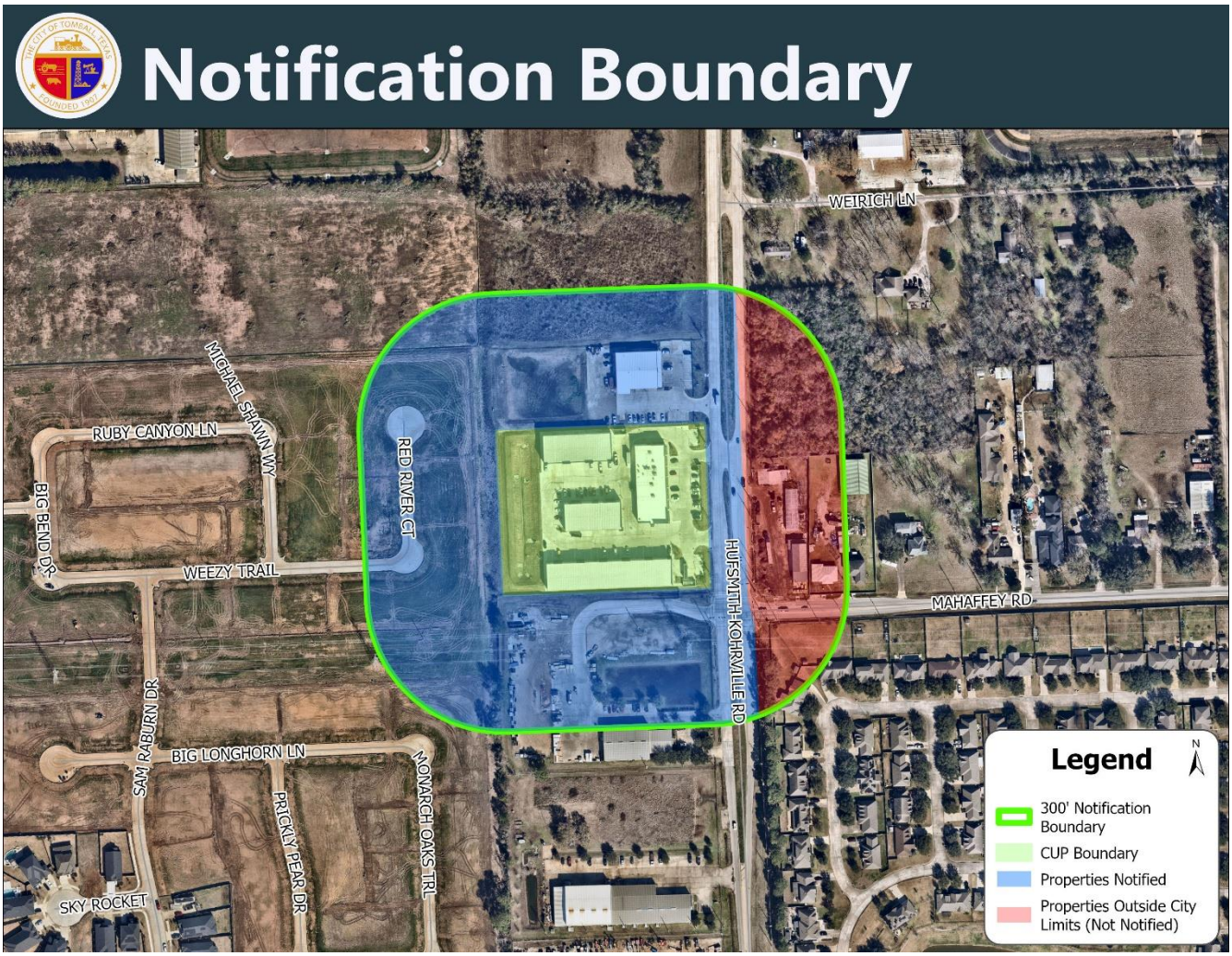
Email: blashley@tomballtx.gov

I am in favor ☐ I am opposed ☐

Additional Comments: **Signature:** _____

City of Tomball
Community Development Department

CUP25-05



Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: July 14, 2025
City Council Public Hearing Date: July 21, 2025

Rezoning Case:	CUP25-05
Property Owner(s):	Hufsmith-Kohrville Business Park LLC
Applicant(s):	William Lawrence and Spetza Roasting Co, LLC
Legal Description:	Lot 2, Block 1 of Huffsmith-2978 Replat No. 1
Location:	22525 Hufsmith-Kohrville Road, Suite 2C (Exhibit "A")
Area:	3.7869 acres
Comp Plan Designation:	Corridor Commercial (Exhibit "B")
Present Zoning:	Commercial (C) District (Exhibit "C")
Request:	The granting of a Conditional Use Permit (CUP) to allow the land use of "Coffee roasting" within the City of Tomball's Commercial (C) zoning district.

Adjacent Zoning & Land Uses:

	Zoning	Land Use
North	Commercial (C)	Smitty's Meat Market & Smokehouse
South	Commercial (C)	Johnson Services Company
East	Extraterritorial Jurisdiction (ETJ)	Cattaleya Nursery
West	Planned Development District (PD-12)	Raburn Reserve single-family detached lots (partially developed)

BACKGROUND

The subject property is currently home to a multitenant retail center and business park. Spetza Roasting Company is currently operating the warehouse and distribution side of their business within Suite 2C of the business park and has the desire to begin coffee roasting within their lease space. This application for a CUP is the product of the properties current zoning district (Commercial) which only allows the land use of "Coffee roasting" with the approval of a CUP by City Council.

ANALYSIS

According to Section 50-81 (f) of Chapter 50 (Zoning), when considering applications for a CUP, the City shall, based on the concept plan and other information submitted, evaluate the impact of the conditional use on and the compatibility of the use with surrounding properties and neighborhoods to ensure the appropriateness of the use at a particular location. Specific considerations shall include the extent to which:

1. **The proposed use at the specified location is consistent with the goals, objectives, and policies contained in the adopted Comprehensive Plan;**
   The property is designated as Corridor Commercial by the Comprehensive Plan's Future Land Use Map. The Corridor Commercial designation is intended for predominantly nonresidential uses along high-traffic, regionally serving thoroughfares (Hufsmith-Kohrville Road). Appropriate land uses identified by the Comprehensive Plan include retail, hotels, restaurants, personal services, and offices. The request to operate a coffee roasting facility is in conformance with the Future Land Use Plan. Furthermore, the subject property has frontage on Hufsmith-Kohrville Road which is designated as a major arterial on Tomball's Major Thoroughfare Plan. Roadways such as this are designed to accommodate the volume and character of traffic that can be expected within the mixture of retail and warehousing currently found on the property.

2. **The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;**
   According to the Zoning Ordinance, "a conditional use is a land use which, because of its unique nature, is compatible with the permitted land uses in a given zoning district only upon a determination that the external effects of the use in relation to the existing and planned uses of adjoining property and the neighborhood can be mitigated through the imposition of certain standards and conditions."

   The property was first zoned within the Commercial district when zoning was adopted in 2008. The subject property is surrounded by the Commercial district to the north and south and has public rights-of-way bordering both the east and west boundaries. The nature of the area is a mixture of undeveloped land, businesses, professional offices, retail spaces, and single-family housing. The Commercial district was established to provide a location for commercial and service-related establishments, such as wholesale product sales, welding/contractors shops, automotive repair services, upholstery shops, and other similar commercial uses. Some light manufacturing may also be allowed with certain conditions. Convenient access to thoroughfares and collector streets is also a primary consideration.

3. **The proposed use meets all supplemental standards specifically applicable to the use as set forth in the Zoning Ordinance;**
   Yes, all supplemental standards specifically applicable to the desired land use are satisfied by the existing conditions of the property.

4. **The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods and as required by the particular circumstances, includes improvements or modifications either on-site or within the public rights-of-way to mitigate development-related adverse impacts.**
   The proposed use is consistent with surrounding land uses.

5. **The proposed use is not materially detrimental to public health, safety, convenience and welfare, or results in material damage or prejudice to other property in the vicinity.**
   City Staff does not anticipate adverse impacts to the adjacent properties nor the surrounding area. In addition to the City of Tomball, the proposed facility will need to meet any other regulatory requirements as it pertains to its operation.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site were mailed notification of this proposal on June 30, 2025. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

Note that the Planning & Zoning Commission may recommend, and the City Council may impose any additional conditions as are reasonably necessary.

EXHIBITS

A. Aerial Location Map
B. Future Land Use Plan
C. Zoning Map
D. Site Photos
E. Rezoning Application

Exhibit "A"
Aerial Location Map



Exhibit "B"
Future Land Use Plan

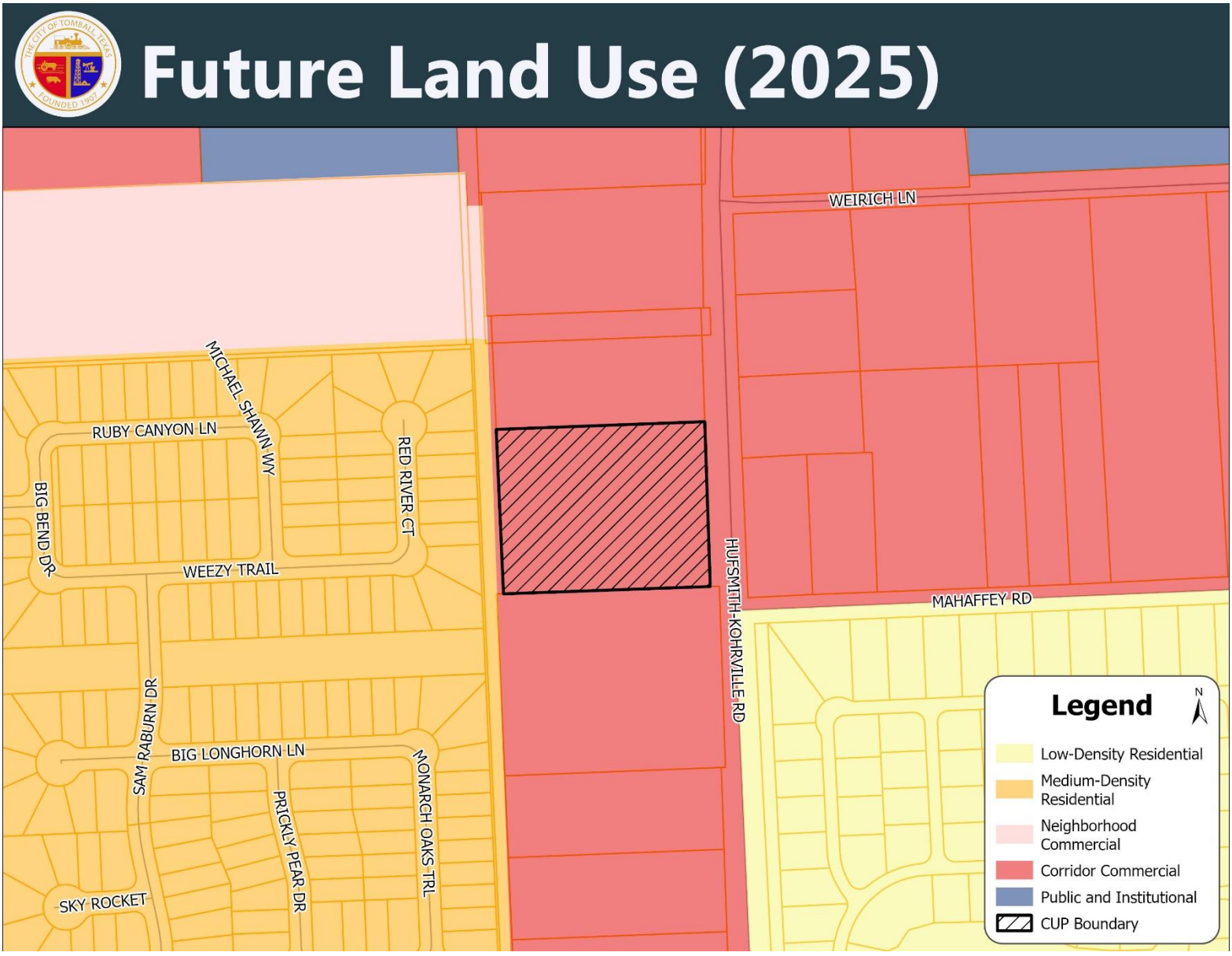


Exhibit "C"
Zoning Map

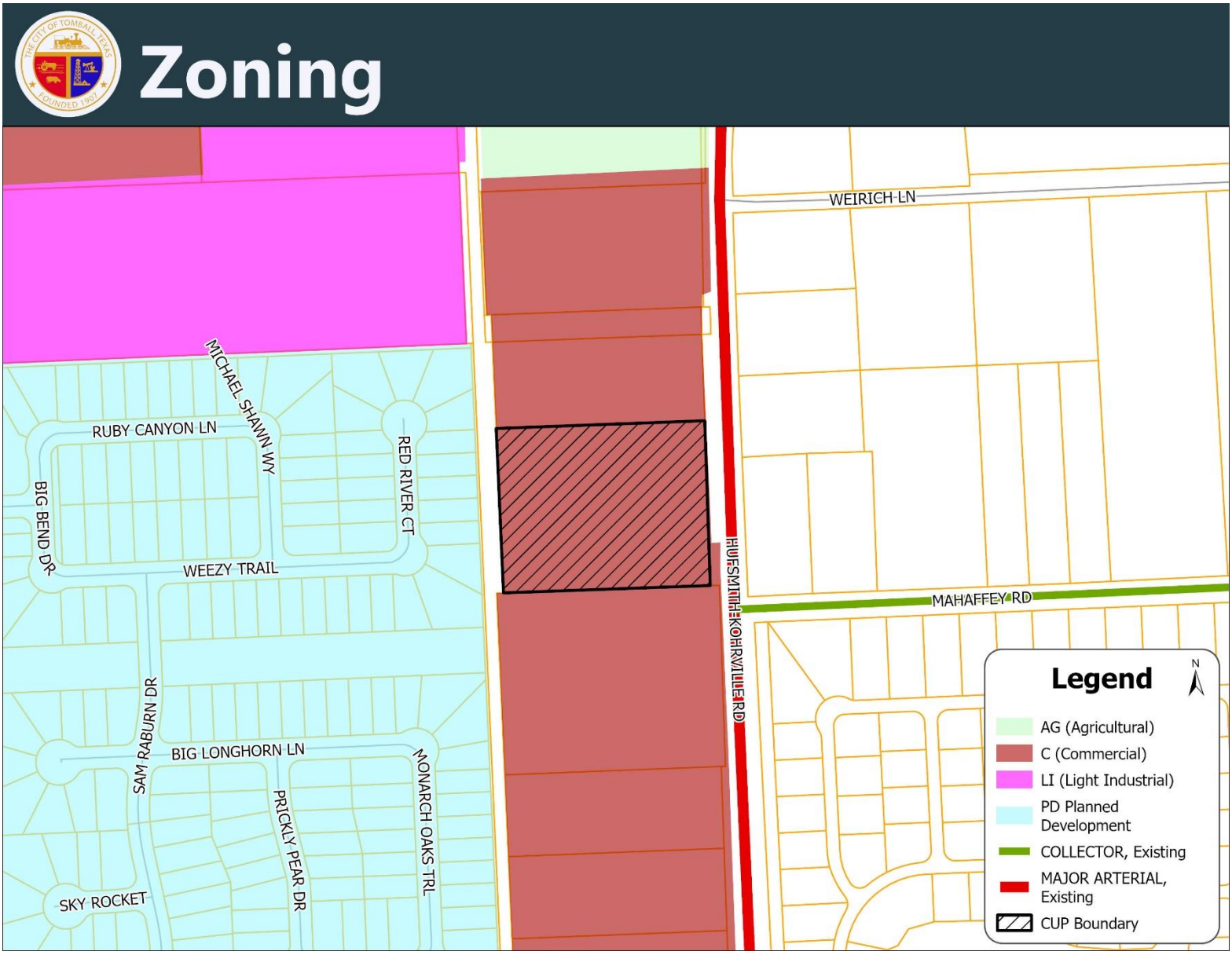


Exhibit "D"
Site Photos

Subject Site



Subject Site



Subject Site



Subject Site



Neighbor (North)



Neighbor (South)



Neighbor (East)



Neighbor (West)



Exhibit "E"
Rezoning Application

Revised: 10/1/2022

APPLICATION FOR CONDITIONAL USE PERMIT

Planning Division

A conditional use is a land use which, because of its unique nature, is compatible with the permitted land uses in a given zoning district only upon a determination that the external effects of the use in relation to the existing and planned uses of adjoining property and the neighborhood can be mitigated through imposition of certain standards and conditions. This Section sets forth the standards used to evaluate proposed conditional uses and the procedures for approving conditional use permit (CUP) applications.

APPLICATION SUBMITTAL: Applications will be ***conditionally*** accepted on the presumption that the information, materials and signatures are complete and accurate. If the application is incomplete or inaccurate, your project may be delayed until corrections or additions are received.

FEES: Must be paid at time of submission or application will not be processed.

- $1,000.00 fee for Conditional Use Permit (CUP) request

DIGITAL APPLICATION SUBMITTALS:

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY WITHIN SMARTGOV

SMARTGOV WEBSITE: ci-tomball-tx.smartgovcommunity.com

Applicant

Name: Spetza Roasting Co. LLC Title:

Mailing Address: 22525 Hufsmith-Kohrville rd suite City: Tomball State: TX

Zip: 77375 Contact: Tolga Celik

Phone: (929) 7421749 Email: tcelik@texascaffeineclub.com

Owner

Name: Hufsmith Kohrville Business Park LLC Title: Owner

Mailing Address: 16023 Rudgewick Lane City: Spring State: TX

Zip: 77379 Contact: Matt Lawrence

Phone: (346) 225-9590 Email: matt@lonestardevelopment.com

Engineer/Surveyor (if applicable)

Name: Title:

Mailing Address: City: State:

Zip: Contact:

Phone: (____) Fax: (____) Email:

Revised: 10/1/2022

Description of Proposed Project: Coffee Roasting Facility

Physical Location of Property: 22525 Hufsmith Kohrville Road - Suite 2C - Tomball, TX

[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: Huffsmith 2978 Repplat No 1 - Lot 2 Block 1

[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

HCAD Identification Number: 1306140020002 Acreage: 3.7876

Current Use of Property: Commercial

Proposed Use of Property: Coffee Roasting

Please note: A courtesy notification sign will be placed on the subject property during the public hearing process and will be removed when the case has been processed.

This is to certify that the information on this form is COMPLETE, TRUE, and CORRECT and the under signed is authorized to make this application. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

X 05/15/2025

X Signature of Applicant **Date**

X Matthew Lawrence 05/15/2025

X Signature of Owner **Date**

Submittal Requirements

The following summary is provided for the applicant's benefit. However, fulfilling the requirements of this summary checklist does not relieve the applicant from the responsibility of meeting the regulations in the Zoning Ordinance, subdivision regulations, and other development related ordinances of the City of Tomball.

Applications must be delivered to the City at least 40 calendar days prior to the City Planning and Zoning Commission hearing date.

- ☐ **Application Fee: $1,000 (Non-Refundable)**
- ☐ **Completed application form**
- ☐ ***Copy of Recorded/Final Plat**
- ☐ **Concept/Site Plan**
- ☐ **Letter stating reason for request and issues relating to request.**
- ☐ **Metes & Bounds of property**
- ☐ **Payment of all indebtedness attributed to subject property must be paid with application or an arrangement in accordance with Sec. 12.1 C of the Zoning Ordinance as cited below:**

(No person who owes delinquent taxes, delinquent paving assessments, or any other fees, delinquent debts or obligations or is otherwise indebted to the City of Tomball, and which are directly attributed to a piece of property shall be allowed to submit any application for any type of rezoning, building permit, or plan review until the taxes, assessments, debts, or obligations directly attributable to said property and owed by the owner or previous owner thereof to the City of Tomball shall have been first fully discharged by payment, or until an arrangement satisfactory to the City has been made for the payment of such debts or obligations. It shall be the applicant's responsibility to provide evidence of proof that all taxes, fees, etc. have been paid, or that other arrangements satisfactory to the City have been made for payment of said taxes, fees, etc.)

The City's staff may require other information and data for specific required plans. Approval of a required plan may establish conditions for construction based upon such information.

***Legal Lot Information:** If property is not platted, a plat will be required to be filed with the Planning Department unless evidence of a legal lot is provided. To be an un-platted legal lot, the applicant is required to demonstrate that the tract existed in the same shape and form (same metes and bounds description) as it currently is described prior to August 15, 1983, the date the City adopted a subdivision ordinance.

Application Process

1. The official filing date is the date the application and fee are received by the City.

2. The City will review the application for completeness and will notify the applicant in writing within 10 days if the application is deemed incomplete.

3. Property owners within two-hundred (300) feet of the project site will be notified by letter within 10 calendar days prior to the public hearing date and legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing.

4. A public hearing will be held by the Planning and Zoning Commission at 6:00 p.m. in the City Council chambers, unless otherwise noted. The Planning and Zoning Commission meetings are scheduled on the second Monday of the month. The purpose of the public hearing is to allow the Planning and Zoning Commission to conduct a fact finding process. The staff will review the request with the Commission and after staff presentations the chair will open the public hearing. The applicant will have ten (10) minutes to present the request. The chair will then allow those present in favor of the request and those in opposition to the request to speak. The Commission may then ask staff or anyone present additional questions, after which the Commission may close or table the public hearing. The Commission may then vote to recommend approval or denial to the City Council. The Commission may also table the request to a future date before a recommendation is sent to the City Council.

5. A second public hearing will be scheduled before the City Council after fifteen (15) days of legal notice. The Council meetings are held on the first (1st) and third (3rd) Mondays of the month at 6:00 p.m. in the City Council chambers (401 Market Street, Tomball, Texas, 77375).

6. The City Council will conduct a public hearing on the request in the same manor as the Planning and Zoning Commission. In the event there has been filed with the City Secretary a petition of twenty percent (20%) of the adjoining property owners in opposition to the subject zoning request, it will require a three fourths (3/4) vote of the full Council to approve the request. Upon approval of the request by the City Council, an amended ordinance shall be prepared and adopted.

FAILURE TO APPEAR: It is the applicant/property owner's responsibility to attend all Planning and Zoning Commission and City Council meetings regarding their case. Failure of the applicant or his/her authorized representative to appear before the Planning and Zoning Commission or the City Council for more than one (1) hearing without approved delay by the City Manager, or his/her designee, shall constitute sufficient grounds for the Planning and Zoning Commission or the City Council to table or deny the application unless the City Manager or his/her designee is notified in writing by the applicant at least seventy-two (72) hours prior to the hearing. If the agenda item is tabled the Planning and Zoning Commission shall specify a specific date at which it will be reconsidered.

SPETZA
roasting co.

To:

City of Tomball

Subject :

Conditional Use Permit Application – Spetza Roasting Co. LLC

Date:
15 May 2025

Dear Members of the Tomball City Council,

I am writing to formally request a Conditional Use Permit (CUP) for our business, **Spetza Roasting Co. LLC**, located at 22525 Hufsmith Kohrville Road, Suite 2-C, Tomball, TX 77375. We are seeking approval to operate a small-scale **coffee roasting facility** within the Commercial (C) zoning district.

Our business model centers around roasting specialty-grade coffee beans, packaging them for wholesale distribution to local cafés, offices, and hospitality businesses, as well as retail sales through e-commerce channels. The roasting operation will be conducted using a **professionally installed, vented coffee roaster, operated within all applicable fire, building, and environmental safety codes**. We are committed to complying fully with local, state, and federal regulations.

This use is consistent with light industrial and artisan food production activities and will not create any noise, odor, or traffic disturbances beyond typical commercial use. The facility will not serve walk-in customers and is not intended for public retail or food service use.
The CUP is crucial for us to proceed with business licensing and operational permits required to open our roastery. We respectfully ask the Planning Department and City Council to review and consider our request favorably.

Please feel free to contact me should any additional information or documentation be required.

Sincerely,

Tolga Celik
Spetza Roasting Co. LLC
Owner

hello@spetzacoffee.com www.spetzacoffee.com 22525 Huffsmith-Kohrville Rd 2C Tomball, TX 77375

LONE STAR DEVELOPMENT

22525 Hufsmith-Kohrville Business Park LLC.

5/15/2025

Tomball City Council
401 Market Street
Tomball, Tx 77375

RE: Spetza Roasting Co – CUP Application

Dear Members of the Tomball City Council,

We are writing on behalf of Hufsmith Kohrville Business Park LLC, the owner and landlord of Hufsmith Kohrville Business Park, to formally endorse and support Spetza Roasting Co in their request for a Conditional Use Permit (CUP) to operate a coffee roasting business at our facility.

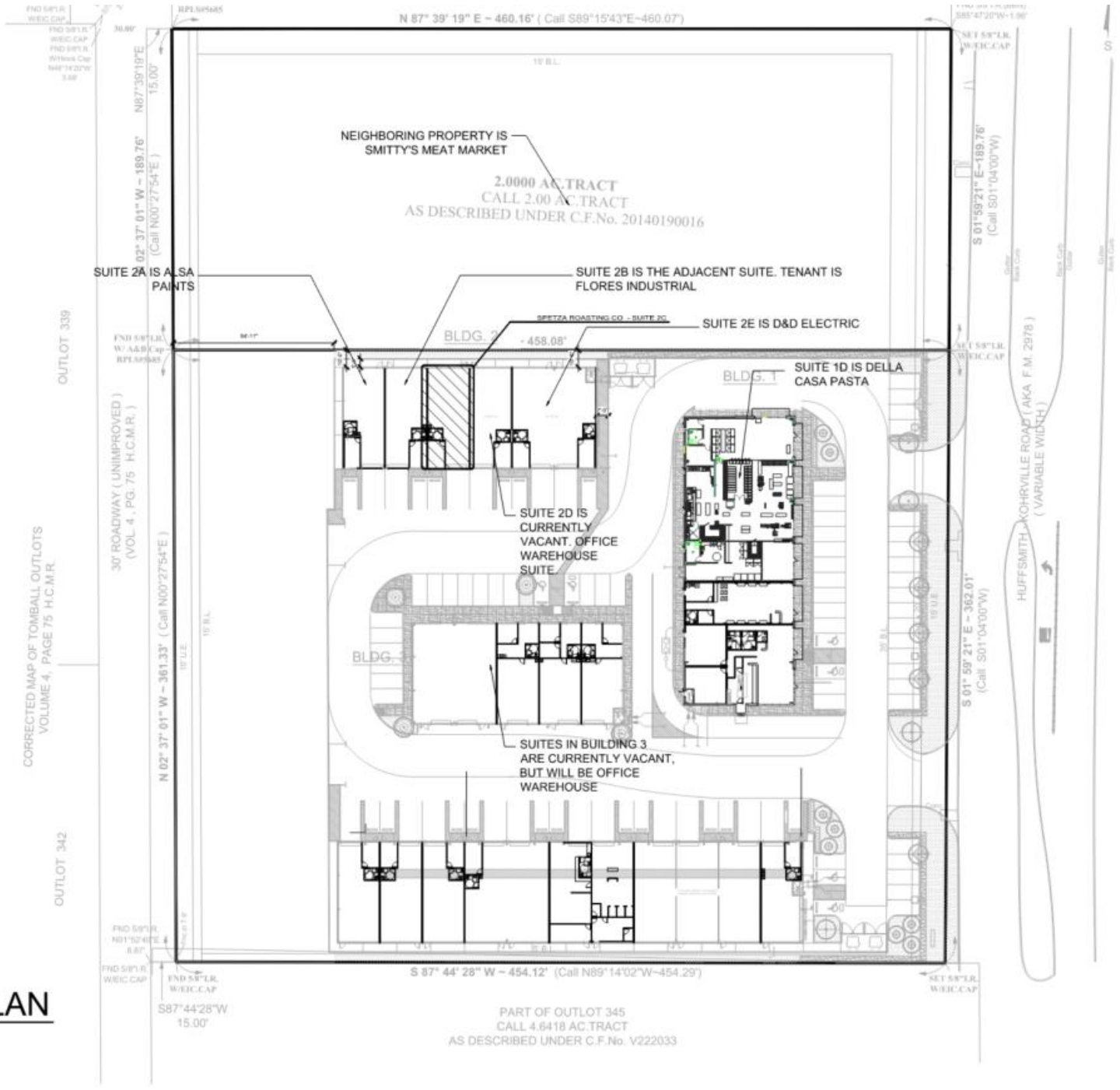
Our development was thoughtfully designed and constructed to accommodate a diverse mix of businesses. We've made significant investments not only in the construction and quality of the buildings, but also in creating an attractive, professional environment that appeals to a wide range of tenants. The park currently includes a variety of uses such as wellness businesses, boutique retailers, professional services, and food production.

Spetza Roasting Co fits in perfectly with the business culture and infrastructure we have developed. The space they are leasing is ideally suited for their operations. The roasting volume they anticipate is modest and should not cause any disruption to neighboring tenants. Their equipment will include an exhaust fan that vents to the exterior of the building.

In fact, once the aroma of roasted coffee reaches the exterior, it will blend into the existing sensory landscape of the park—where neighbors like Smitty's offer the delicious smell of BBQ and smoked meats, and Della Casa Pasta fills the air with the fragrance of freshly made Italian dishes. These are smells that enhance the character of our park, and none have prompted any complaints.

Our leases include provisions that prohibit tenants from interfering with their neighbors' quiet enjoyment of their space—whether through smells, noise, or any other disturbances. We take these standards seriously and ensure they are enforced.

16023 Rudgewick Lane • Spring • Texas • 77379 • 281-401-9777 voice | fax | text • partners@wjl.me



SITE PLAN

SCALE: 1/32" = 1'-0"

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July, 21, 2025

Topic:

Conduct Public Hearing of the City Council of the City of Tomball to consider proposed Levy of Assessments for authorized improvements within the Wood Leaf Reserve Public Improvement District in the City of Tomball, Public Improvement District Number 11 (PID 11), established by City Council Resolution No. 2021-04. The proposed Service and Assessment Plan complies with the requirements of the approved Development Agreement as approved by City Council on January 18, 2021.

Background:

Pursuant to Chapter 372 of the Local Government Code, a single public hearing will be conducted on the proposed Levy of Assessment pursuant to the Service and Assessment Plan and the proposed Assessment Roll on property within Wood Leaf Reserve, located within Public Improvement District Number 11 (PID 11), Improvement Area 3. The proposed Service and Assessment Plan complies with the requirements of the approved Development Agreement approved by City Council on January 18, 2021.

PID Eligible Required Improvements
Paving
Water Distribution
Sanitary Sewer
Storm Sewer & Detention
Gas Line
Soft Cost

Notice of the Public Hearing was provided to the property owners, as required, and proper publication was made in the official newspaper and the City's website.

The first reading of the Ordinance will follow the public hearing; the second reading of the ordinance will be presented to Council at the regular Council meeting on August 4, 2025.

Origination: Project Management

Recommendation:

Conduct Public Hearing

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

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 Meagan Mageo _____ Approved by _____

Staff Member Date City Manager Date

CITY OF TOMBALL
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of the City of Tomball, Texas for 6:00 p.m. on July 21, 2025 at the regular meeting place of the City, the City Council Chamber at Tomball City Hall, 401 Market Street, Tomball, Texas 77375. The public hearing will be held to consider proposed assessments to be levied against certain assessable property in Improvement Area #3 of the Wood Leaf Reserve Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) design, construction and other allowed costs related to street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) design, construction and other allowed costs related to improvement of parks and open space, together with any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) design, construction and other allowed costs related to sidewalks and landscaping and hardscaping, fountains, lighting and signage; (iv) design, construction and other allowed costs related to gas, water, wastewater and drainage (including detention) improvements and facilities; (v) design, construction and other allowed costs related to projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the district; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (v) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (v) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the property in Improvement Area #3 of the District.

The estimated cost to design, acquire and construct the Authorized Improvements together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District is approximately $18,895,633 plus the annual cost of supplemental services and operation and maintenance costs, if any. The City will pay no costs of the Authorized Improvements, supplemental services or operation and maintenance costs from funds other than assessments levied on property within Improvement Area #3 of the District. The remaining costs of the proposed improvements will be paid from sources other than those described above.

The boundaries of the District, which include the property within Improvement Area #3, include approximately 90.54 Acres of Land within the City of Tomball, Harris County, Texas, Said Property Being Generally Located approximately ½ mile east of State Highway 249 between Theis Lane and Holderrieth Road and near the future intersection of School Street and Theis Lane. A metes and bounds description is available for inspection at the offices of the City Secretary at the location described above.

All written or oral objections relating to the levy of the proposed assessments will be considered at the public hearing.

A copy of the Preliminary Amended and Restated Service and Assessment Plan, including the proposed Assessment Roll, for Improvement Area #3 of the District, which includes the Assessments to be levied against each parcel in Improvement Area #3 of the District is available for public inspection at the office of the City Secretary, 401 Market Street, Tomball, Texas 77375.

/s/ Thomas Harris III
City Secretary
Tomball, Texas

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 21, 2025

Topic:

Adopt, on First Reading, Ordinance Number 2025-25, an Ordinance of the City Council of Tomball, Texas, Approving a Service and Assessment Plan and Assessment Roll for Improvement Area #3 (IA3) Projects for the Wood Leaf Reserve Public Improvement District (the "District"); Making a Finding of Special Benefit to Certain Property in the District; Levying Assessments against Certain Property within the District and Establishing a Lien on Such Property; Providing for Payment of the Assessment in Accordance with Chapter 372, Texas Local Government Code, as Amended; Providing for the Method of Assessment and the Payment of the Assessments; Providing Penalties and Interest on Delinquent Assessments; Providing for Severability and Providing an Effective Date.

Background:

The property within the Wood Leaf Reserve Public Improvement District Eleven (PID 11), and as described in the Service and Assessment Plan, have substantially completed the public infrastructure improvements for Improvement Area #3 (IA3). Following the Public Hearing, it is necessary to levy assessments on the property in IA2 within PID 11 as set forth in the Service and Assessment Plan.

Per Chapter 372 of the Local Government Code, Ordinance Number 2025-25 approves the Service and Assessment Plan and Assessment Roll for Wood Leaf Reserve Public Improvement District Number Eleven.

Origination: Project Management

Recommendation:

Adopt Ordinance Number 2025-25, levying an assessment against properties within Improvement Area #3 (IA3), for Public Improvement District Number Eleven (PID 11), Wood Leaf Reserve, on First Reading.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

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 Meagan Mageo 8/31/2022 Approved by _____

Staff Member Date City Manager Date

ORDINANCE NO. 2025-25

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS APPROVING A SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR IMPROVEMENT AREA #3 PROJECTS FOR THE WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT (THE "DISTRICT"); MAKING A FINDING OF SPECIAL BENEFIT TO CERTAIN PROPERTY IN THE DISTRICT; LEVYING ASSESSMENTS AGAINST CERTAIN PROPERTY WITHIN THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tomball, Texas (the "City") received a petition meeting the requirements of Sec. 372.005 of the Public Improvement District Assessment Act (the "Act") requesting the creation of a public improvement district over a portion of the area within the corporate limits of the City to be known as the Wood Leaf Reserve Public Improvement District (the "District"); and

WHEREAS, on November 16, 2020, the City Council accepted the Petition and called a public hearing for December 21, 2020, on the creation of the PID and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located on November 25, 2020; and

WHEREAS, on November 20, 2020, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on December 21, 2020; and

WHEREAS, the City Council opened and continued such public hearing on the advisability of the improvements and the creation of the District until January 18, 2021; and

WHEREAS, on January 18, 2021 the City Council continued such public hearing on the creation of the District and heard any comments or objection thereto;

WHEREAS, the City Council approved the creation of the District by Resolution approved on January 18, 2021 (the "Creation Resolution") and published the Creation Resolution on January 27, 2021, as authorized by the Act; and

WHEREAS, no written protests of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after such publication; and

WHEREAS, the District is to be developed in phases and assessments are anticipated to be levied in each development phase; and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Amended and Restated Service and Assessment Plan for Improvement Area #3 Projects within Improvement Area #3 of the District (the "Service and Assessment Plan") and an assessment roll for Improvement Area #3 of the District (the "Improvement Area #3 Assessment Roll") that states the assessment against each assessable property (the "Improvement Area #3 Assessed Property") within Improvement Area #3 of the District (the "Improvement Area #3 Assessments"); and

WHEREAS, the City called a public hearing regarding the proposed levy of Improvement Area #3 Assessments pursuant to the Service and Assessment Plan and the proposed Improvement Area #3 Assessment Roll on property within Improvement Area #3 of the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City, pursuant to Section 372.016(b) of the Act, published notice in a newspaper of general circulation within the City to consider the proposed Service and Assessment Plan for the District and the levy of the Improvement Area #3 Assessments, as defined in the Service and Assessment Plan, on property in Improvement Area #3 of the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the Act caused the mailing of notice of the public hearing to consider the proposed Service and Assessment Plan and the Improvement Area #3 Assessment Roll attached to the Service and Assessment Plan and the levy of Improvement Area #3 Assessments on property in Improvement Area #2 of the District to the last known address of the owners of the property liable for the Improvement Area #3 Assessments; and

WHEREAS, the City Council convened the public hearing at 6:00 p.m. on the 21st day of July, 2025, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Improvement Area #3 Assessment Roll, and the proposed Improvement Area #3 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Improvement Area #3 Assessments, the allocation of the costs of the Improvement Area #3 Projects, the purposes of the Improvement Area #3 Assessments, the special benefits of the Improvement Area #3 Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Improvement Area #3 Assessments; and

WHEREAS, the developer of property within the District as described in the Service and Assessment Plan for the District has substantially completed the Improvement Area #3 Projects and

WHEREAS, the City wishes to levy Improvement Area #3 Assessments on the property within Improvement Area #3 of the District for the Improvement Area #3 Projects as set forth in the Service and Assessment Plan; and

WHEREAS, the City Council finds and determines that the Service and Assessment Plan and Improvement Area #3 Assessment Roll attached thereto should be approved and that the Improvement Area #3 Assessments should be levied on property within Improvement Area #3 of the District as provided in this Ordinance and the Service and Assessment Plan and Improvement Area #3 Assessment Roll; and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the costs of the Improvement Area #3 Projects, the Improvement Area #3 Assessment Roll or the levy of Improvement Area #3 Assessments; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the District, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the Act.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, THAT:

Section 1. Findings. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. Terms. Terms not otherwise defined herein are defined in the Service and Assessment Plan attached hereto as Exhibit A.

Section 3. Findings. The findings and determinations set forth in the preambles are hereby incorporated by reference for all purposes. The City Council hereby finds, determines and orders, as follows:

a. The apportionment of the costs of the Improvement Area #3 Projects and the Annual Collection Costs pursuant to the Service and Assessment Plan is fair and reasonable, reflects an accurate presentation of the special benefit each Improvement Area #3 Assessed Property will receive from the Improvement Area #3 Projects identified in the Service and Assessment Plan, and is hereby approved;

b. The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Improvement Area #3 Projects;

c. The Service and Assessment Plan apportions the costs of the Improvement Area #3 Projects to be assessed against each Improvement Area #3 Assessed Property in Improvement Area #3 of the District and such apportionment is made on the basis of special benefits accruing to each Improvement Area #3 Assessed Property because of the Improvement Area #3 Projects.

d. All of the real property in Improvement Area #3 of the District which is being assessed in the amounts shown in the Service and Assessment Plan and

Improvement Area #3 Assessment Roll will be benefited by the Improvement Area #3 Projects proposed to be provided through the District in the Service and Assessment Plan, and each parcel of real Improvement Area #3 Assessed Property will receive special benefits during the term of the Improvement Area #3 Assessments equal to or greater than the total amount assessed;

e. The method of apportionment of the costs of the Improvement Area #3 Projects and Annual Collection Costs set forth in the Service and Assessment Plan results in imposing equal shares of the costs of the Improvement Area #3 Projects and Annual Collection Costs on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the costs;

f. The Service and Assessment Plan should be approved as the service plan and assessment plan for the District, as described in Sections 372.013 and 372.014 of the Act;

g. The Improvement Area #3 Assessment Roll in the form attached to the Service and Assessment Plan should be approved as the assessment roll for Improvement Area #3 of the District;

h. The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Improvement Area #3 Assessments, interest on Improvement Area #3 Annual Installments, interest and penalties on delinquent Improvement Area #3 Assessments and delinquent Improvement Area #3 Annual Installments, and procedures in connection with the imposition and collection of Improvement Area #3 Assessments should be approved and will expedite collection of the Improvement Area #3 Assessments in a timely manner in order to provide the improvements needed and required for Improvement Area #3 of the District; and

i. A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon.

Section 4. Assessment Plan. The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the Act as a service plan and an assessment plan for the Improvement Area #3 Projects within Improvement Area #3 of the District.

Section 5. Assessment Roll. The Improvement Area #3 Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the Act as the assessment roll for the Improvement Area #3 Projects within Improvement Area #3 of the District.

Section 6. Levy and Payment of Improvement Area #3 Assessments for Costs of Improvement Area #3 Projects.

a. The City Council hereby levies the Improvement Area #3 Assessments on each Improvement Area #3 Assessed Property located within Improvement Area #3 of the District, as shown and described in the Service and Assessment Plan and the Improvement Area #3 Assessment Roll, in the respective amounts shown on the Improvement Area #3 Assessment Roll, as special assessments on the properties within Improvement Area #3 of the District as set forth in the Service and Assessment Plan and the Improvement Area #3 Assessment Roll.

b. The levy of the Improvement Area #3 Assessments shall be effective on the date of execution of this Ordinance levying Improvement Area #3 Assessments and strictly in accordance with the terms of the Service and Assessment Plan.

c. The collection of the Improvement Area #3 Assessments shall be as described in the Service and Assessment Plan.

d. Each Improvement Area #3 Assessment may be pre-paid or paid in Improvement Area #3 Annual Installments pursuant to the terms of the Service and Assessment Plan.

e. Each Improvement Area #3 Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

f. Each Improvement Area #3 Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

g. The Annual Collection Costs for Improvement Area #3 Assessed Properties shall be calculated pursuant to the terms of the Service and Assessment Plan.

Section 7. Method of Assessment. The method of apportioning the costs of the Improvement Area #3 Projects is as set forth in the Service and Assessment Plan.

Section 8. Penalties and Interest on Delinquent Assessments. Delinquent Improvement Area #3 Assessments shall be subject to the penalties, interest, procedures and foreclosure sales set forth in the Service and Assessment Plan. The Assessments shall have lien priority as specified in the Act and the Service and Assessment Plan.

Section 9. Prepayments of Assessments. As provided in Section 372.018(f) of the Act and in the Service and Assessment Plan, the owner (the "Owner") of any Improvement Area #3 Assessed Property may prepay the Improvement Area #3 Assessments levied by this Ordinance as set forth in the Service and Assessment Plan.

Section 10. Lien Priority. As provided in the Act, the City Council and Owners of the Improvement Area #3 Assessed Property intend for the obligations, covenants and burdens on the owners of Improvement Area #3 Assessed Property, including without limitation such owner's obligations related to payment of the Improvement Area #3 Assessments and the Improvement Area #3 Annual Installments, to constitute a covenant running with the land. The Improvement Area #3 Assessments and the Improvement Area #3 Annual Installments levied hereby shall be binding upon the Improvement Area #3 Assessed Property, and the owners of

Improvement Area #3 Assessed Properties, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Improvement Area #3 Assessments shall have lien priority as specified in the Act.

Section 11. Administrator and Collector of Assessments.

a. Administrator. The City shall administer the Service and Assessment Plan and the Improvement Area #3 Assessments levied by this Ordinance. The City has appointed a third-party administrator (the "Administrator") to administer the Service and Assessment Plan and the Improvement Area #3 Assessments. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such services shall constitute an Annual Collection Cost.

b. Collector. The City may collect the Improvement Area #3 Assessments or may, by future action, appoint a third-party collector of the Improvement Area #3 Assessments. The City is hereby authorized to enter into an agreement with a third-party for the collection of the Improvement Area #3 Assessments. The City may also contract with any other qualified collection agent selected by the City or may collect the Improvement Area #3 Assessments on its own behalf. The costs of such collection contracts shall constitute an Annual Collection Cost.

Section 12. Applicability of Tax Code. To the extent not inconsistent with this Ordinance and the Act or other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of Improvement Area #3 Assessments by the City.

Section 13. Severability. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 14. Effective Date. This Ordinance shall take effect, and the levy of the Improvement Area #3 Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage thereof.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 21st DAY OF July, 2025.

COUNCILMAN FORD	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
COUNCILMAN PARR	_____

SECOND READING:

READ, PASSED, APPROVED AND ORDAINED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 4th DAY OF AUGUST 2025.

COUNCILMAN FORD	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
COUNCILMAN PARR	_____

_____
Lori Klein Quinn
Mayor, City of Tomball

ATTEST:

_____
Thomas Harris III
City Secretary, City of Tomball

APPROVED AS TO FORM:

/s/ Loren B. Smith
City Attorney, City of Tomball

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Lori Klein Quinn Chairman of the Mayor of the City of Tomball, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

_____
Notary Public, State of Texas

[NOTARY STAMP]

EXHIBIT A

SERVICE AND ASSESSMENT PLAN
AND IMPROVEMENT AREA #3 ASSESSMENT ROLL

Wood Leaf Reserve Public Improvement District

2025 PRELIMINARY AMENDED & RESTATED SERVICE AND ASSESSMENT PLAN

JULY 21, 2025

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INTRODUCTION

Capitalized terms used in this 2025 Amended and Restated Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this 2025 Amended and Restated Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a "Section" or an "Exhibit" shall be a reference to a Section of this 2025 Amended and Restated Service and Assessment Plan or an Exhibit or Appendix attached to and made a part of this 2025 Amended and Restated Service and Assessment Plan for all purposes.

On January 18, 2021, the City passed and approved Resolution No. 2021-04 authorizing the creation of the District in accordance with the PID Act, as amended, which authorization was effective upon publication as required by the PID Act.

On September 19, 2022, the City Council approved the 2022 Service and Assessment Plan for the District by adopting the 2022 Assessment Ordinance, which approved the levy of Assessments on Assessed Property within Improvement Area #1 of the District and approved the Improvement Area #1 Assessment Roll.

On August 7, 2023, the City Council approved the 2023 Service and Assessment Plan Update for the District. The 2023 Service and Assessment Plan updated the Improvement Area #1 Assessment Roll for 2023.

On July 1, 2024, the City Council approved the 2024 Amended and Restated Service and Assessment Plan Update for the District by adopting the 2024 Assessment Ordinance, which amended and restated the 2022 Service and Assessment Plan, in its entirety, for the purposes of: (1) levying the Improvement Area #2 Assessments, (2) incorporating provisions relating to the City's issuance of the Improvement Area #2 Bonds, and (3) updating the Improvement Area #1 Assessment Roll.

On _____, 2025, the City Council approved this 2025 Amended and Restated Service and Assessment Plan Update for the District by adopting the 2025 Assessment Ordinance, which amended and restated the 2024 Amended and Restated Service and Assessment Plan, in its entirety, for the purposes of: (1) levying the Improvement Area #3 Assessments, (2) incorporating provisions relating to the City's issuance of the Improvement Area #3 Bonds, and (3) updating the Assessment Rolls.

The purpose of the District is to finance the Actual Costs of the Authorized Improvements for the benefit of property within the District. The District contains approximately 90.54 acres, which at the time of the initial assessment levy will be within the corporate limits of the City, as described legally by metes and bounds on **Exhibit L-1** and as depicted by the map on **Exhibit A-1**.

The PID Act requires a Service Plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements and including a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an assessment plan that assesses the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Improvement Area #1 Assessment Roll is contained in **Exhibit F-1**. The Improvement Area #2 Assessment Roll is contained in **Exhibit G-1**. The Improvement Area #3 Assessment Roll is contained in **Exhibit H-1.**

SECTION I: DEFINITIONS

"2022 Assessment Ordinance" means Ordinance No. 2022-31, approved and adopted by the City Council on September 19, 2022, which levied the Improvement Area #1 Assessment against Improvement Area #1 Assessed Property.

"2022 Service and Assessment Plan" means the Wood Leaf Reserve Public Improvement District Service and Assessment Plan approved by City Council on September 19, 2022, which approved the levy of Improvement Area #1 Assessments against Improvement Area #1 Assessed Property and approved the Improvement Area #1 Assessment Roll.

"2023 Service and Assessment Plan Update" means the Service and Assessment Plan Update adopted by the City Council on August 7, 2023.

"2024 Assessment Ordinance" means Ordinance No. 2024-18, approved and adopted by the City Council on July 1, 2024, which levied the Improvement Area #2 Assessment against Improvement Area #2 Assessed Property.

"2024 Amended and Restated Service and Assessment Plan" means the 2024 Amended and Restated Service and Assessment Plan Update for the District which amended and restated the 2022 Service and Assessment Plan, in its entirety, for the purposes of: (1) levying the Improvement Area #2 Assessments, (2) incorporating provisions relating to the City's issuance of the Improvement Area #2 Bonds, and (3) updating the Improvement Area #1 Assessment Roll.

"2025 Assessment Ordinance" means Ordinance No. 2025-____, approved and adopted by the City Council on _____, 2025, which levied the Improvement Area #3 Assessment against Improvement Area #3 Assessed Property.

"Actual Costs" mean, with respect to Authorized Improvements, the Developer's demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvements, as specified in a payment request in a form that has been reviewed and approved by the City and in an amount not to exceed the amount for each Authorized Improvement as set forth in this 2025 Amended and Restated Service and Assessment Plan, except for authorized reallocations, which include Cost Underruns (as defined in the Development Agreement) in any category of Authorized Improvements being reallocated to cover Cost Overruns (as defined in the Development Agreement) in any different category of Authorized Improvements as approved by the City. Actual Costs may include: (1) the costs incurred by, caused to be incurred by, or on behalf of the Developer (either directly or through affiliates) for the design, planning, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Authorized Improvements; (3) construction management fees equal to 4% of cost of the Authorized Improvements; (4) the costs incurred by or on behalf of the

Developer for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (5) all labor, bonds, and materials, including equipment and fixtures, by contractors, builders, and materialmen in connection with the acquisition, construction, or implementation of the Authorized Improvements; and (6) all related permitting and public approval expenses, architectural, engineering, and consulting fees, taxes, and governmental fees and charges.

"Additional Interest" means the amount collected by application of the Additional Interest Rate.

"Additional Interest Rate" means an amount not to exceed 0.50% additional interest charged on Assessments pursuant to Section 372.018 of the PID Act.

"Administrator" means the City, or the person or firm designated by the City who shall have the responsibility provided in this 2025 Amended and Restated Service and Assessment Plan, an Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District.

"Annual Collection Costs" mean the actual or budgeted annual costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments, including the costs of foreclosure; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this 2025 Amended and Restated Service and Assessment Plan and the PID Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel; and (9) administering the construction of the Authorized Improvements. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

"Annual Installment" means the annual installment payment on the Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest.

"Annual Service Plan Update" means an update to any Service and Assessment Plan, including this 2025 Amended and Restated Service and Assessment Plan, prepared no less frequently than annually by the Administrator and approved by the City Council.

"Apportionment of Costs" means an amount allocated by this 2025 Amended and Restated Service and Assessment Plan to a Parcel within the District for Authorized Improvement costs, other than Non-Benefited Property and Non-Assessed Property, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"Assessed Property" means any Parcel within the District against which an Assessment is levied and does not include Non-Benefited Parcels.

"Assessment" means an assessment (including interest thereon) levied against a Parcel within the District and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

"Assessment Ordinance" means one or more ordinance(s), adopted by the City Council in accordance with the PID Act that levies an Assessment.

"Assessment Plan" means the methodology employed to assess the Actual Costs of the Authorized Improvements against the District based on the special benefits conferred on the District by the Authorized Improvements, more specifically described in **Section V**.

"Assessment Roll" means any assessment roll for the Assessed Property, including the Improvement Area #1 Assessment Roll, Improvement Area #2 Assessment Roll, and the Improvement Area #3 Assessment Roll, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds, or in any Annual Service Plan Update.

"Authorized Improvements" means improvements authorized by Section 372.003 of the PID Act, including Bond Issuance Costs, as described in **Section III**.

"Bond Issuance Costs" means the costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, underwriter discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

"City" means the City of Tomball, Texas.

"City Council" means the governing body of the City.

"County" means Harris County, Texas.

"Delinquent Collection Costs" mean costs related to the foreclosure of the lien on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this 2025 Amended and Restated Service and Assessment Plan including penalties and reasonable attorney's fees to the extent permitted by law but excluding amounts representing interest and penalty interest.

"Developer" means Chesmar Homes, LLC, a Texas limited liability corporation and any successor developer of property in the District or any portion thereof.

"Development Agreement" means that certain Wood Leaf Reserve Development Agreement between the City and the Developer effective January 18, 2021, as may be amended.

"District" means the Wood Leaf Reserve Public Improvement District containing approximately 90.54 acres located within the City as shown on **Exhibit A-1** and more specifically described on **Exhibit L-1.**

"District Formation Expenses" means costs incurred in the formation of the District and the levy of Assessments including attorney fees, financial consultant fees, and other fees.

"Estimated Buildout Value" means the estimated buildout value of an Assessed Property with fully constructed buildings, as provided by the Developer, and confirmed by the City Council, by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other factors that, in the judgment of the City, may impact value. The Estimated Buildout Value for each Lot Type is shown on **Exhibit E**.

"Improvement Area" means specifically defined and designated portions of the District that are developed in phases, including Improvement Area #1, Improvement Area #2 and Improvement Area #3 that is specifically defined and designated as a phase of the District.

"Improvement Area #1" means the first area to be developed within the District as generally depicted on **Exhibit A-2**, and described on **Exhibit L-2**, consisting of approximately 33.414 acres.

"Improvement Area #1 Bonds" means those certain "City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2022 (Wood Leaf Reserve Public Improvement District Improvement Area #1)", that are secured by Improvement Area #1 Assessments and other assets of the trust estate as described in the Indenture authorizing their issuance.

"Improvement Area #1 Annual Installment" means the annual installment payment on the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest, as applicable.

"Improvement Area #1 Assessed Property" means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied.

"Improvement Area #1 Assessment" means an Assessment levied against a Parcel within Improvement Area #1 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"Improvement Area #1 Assessment Roll" means the assessment roll for Improvement Area #1 Assessed Property included as **Exhibit F-1**.

"Improvement Area #1 Authorized Improvements" means the Improvement Area #1 Projects, District Formation Expenses, First Year Annual Collection Costs, and Bond Issuance Costs relating to the Improvement Area #1 2022 Bonds.

"Improvement Area #1 Improvements" means those certain Authorized Improvements that only benefit Improvement Area #1 as further described in **Section III.C** and as depicted on **Exhibit I-1**.

"Improvement Area #1 Projects" means the Improvement Area #1 Improvements and Improvement Area #1's allocable share of the Major Improvements.

"Improvement Area #2" means the second area to be developed within the District as generally depicted on **Exhibit A-2**, and described on **Exhibit L-3**, consisting of approximately 18.02 acres.

"Improvement Area #2 Annual Installment" means the Annual Installment of the Improvement Area #2 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to Improvement Area #2; and (4) Additional Interest related to the Improvement Area #2 Bonds, as shown on **Exhibit G-2.**

"Improvement Area #2 Assessed Property" means any Parcel within Improvement Area #2 against which an Improvement Area #2 Assessment is levied.

"Improvement Area #2 Assessment" means the Assessment levied against Improvement Area #2 Assessed Property and imposed pursuant to the 2024 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2 Assessment Roll, subject to reallocation or reduction according to the provisions herein and in the PID Act.

"Improvement Area #2 Assessment Roll" means the Assessment Roll for the Improvement Area #2 Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any Annual Service Plan Updates. The Improvement Area #2 Assessment Roll is included in this 2025 Amended and Restated Service and Assessment Plan as **Exhibit G-1.**

"Improvement Area #2 Bonds" means those certain "City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2024 (Wood Leaf Reserve Public Improvement District Improvement Area #2 Projects)", that are secured by Improvement Area #2 Assessments and other assets of the trust estate as described in the Indenture authorizing their issuance.

"Improvement Area #2 Improvements" means the Authorized Improvements which only benefit the Improvement Area #2 as further described in **Section III.C** and as depicted on **Exhibit I-3.**

"Improvement Area #2 Projects" means collectively, (1) the Improvement Area #2 Improvements; (2) Improvement Area #2's share of the Major Improvements; and (3) Bond Issuance Costs incurred in connection with the issuance of Improvement Area #2 Bonds.

"Improvement Area #3" means the third area to be developed within the District as generally depicted on **Exhibit A-2**, and described on **Exhibit L-4**, consisting of approximately 39.106 acres.

"Improvement Area #3 Annual Installment" means the Annual Installment of the Improvement Area #3 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to Improvement Area #3; and (4) Additional Interest related to the Improvement Area #3 Bonds, as shown on **Exhibit H-2.**

"Improvement Area #3 Assessed Property" means any Parcel within Improvement Area #3 against which an Improvement Area #3 Assessment is levied.

"Improvement Area #3 Assessment" means the Assessment levied against Improvement Area #3 Assessed Property and imposed pursuant to the 2025 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #3 Assessment Roll, subject to reallocation or reduction according to the provisions herein and in the PID Act.

"Improvement Area #3 Assessment Roll" means the Assessment Roll for the Improvement Area #3 Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any Annual Service Plan Updates. The Improvement Area #3 Assessment Roll is included in this 2025 Amended and Restated Service and Assessment Plan as **Exhibit H-1.**

"Improvement Area #3 Bonds" means those certain "City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2025 (Wood Leaf Reserve Public Improvement District Improvement Area #3 Projects)", that are secured by Improvement Area #3 Assessments and other assets of the trust estate as described in the Indenture authorizing their issuance.

"Improvement Area #3 Improvements" means the Authorized Improvements which only benefit the Improvement Area #3 Assessed Property as further described in **Section III.C** and depicted on **Exhibit H-4.**

"Improvement Area #3 Initial Parcel" means the all property located within Improvement Area #3, which is described on **Exhibit L-4**, and generally depicted on **Exhibit A-2**, against which the entire Improvement Area #3 Assessment is levied as shown on the Improvement Area #3 Assessment Roll attached hereto as **Exhibit H-2**.

"Improvement Area #3 Projects" means collectively, (1) the Improvement Area #3 Improvements; (2) Improvement Area #3's share of the Major Improvements; and (3) Bond Issuance Costs incurred in connection with the issuance of Improvement Area #3 Bonds.

"Indenture" means one or more Indenture(s) of Trust entered into in connection with the issuance of PID Bonds, as amended from time to time, between the City and a Bond Trustee setting forth terms and conditions related to a series of PID Bonds.

"Lot" means (1) for any portion of the District for which a final subdivision plat has been recorded in the Plat or Official Public Records of the County, a tract of land described by "lot" in such subdivision plat; and (2) for any portion of the District for which a subdivision plat has not been recorded in the Plat or Official Public Records of the County, a tract of land anticipated to be described as a "lot" in a final recorded subdivision plat as shown on a concept plan or a preliminary plat. A "Lot" shall not include real property owned by a government entity, even if such property is designated as a separate described tract or lot on a recorded Subdivision Plat.

"Lot Type" means a classification of final building Lots with similar characteristics (e.g. lot size, home product, Estimated Buildout Value, etc.), as determined by the Administrator and confirmed and approved by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as provided by the Developer, and confirmed by the City Council, as shown on **Exhibit E.**

"Lot Type 1" means a single family residential Lot within Improvement Area #1 marketed to homebuilders as a 40' Lot and identified as such on the Improvement Area #1 Assessment Roll attached as **Exhibit F-1**.

"Lot Type 2" means a single family residential Lot within Improvement Area #1 marketed to homebuilders as a 50' Lot and identified as such on the Improvement Area #1 Assessment Roll attached as **Exhibit F-1**.

"Lot Type 3" means a Lot within Improvement Area #2 marketed to homebuilders as a 40' Lot, with an Estimated Buildout Value of $361,300 as of the date of adoption of the 2024 Amended and Restated Service and Assessment Plan.

"Lot Type 4" means a Lot within Improvement Area #2 marketed to homebuilders as a 50' Lot, with an Estimated Buildout Value of $398,000 as of the date of adoption of the 2024 Amended and Restated Service and Assessment Plan.

"Lot Type 5" means a single family residential Lot within Improvement Area #3 marketed to homebuilders as a 40' Lot.

"Lot Type 6" means a single family residential Lot within Improvement Area #3 marketed to homebuilders as a 50' Lot.

"Major Improvements" means those Authorized Improvements described in **Section III.B** that benefit all areas within the District.

"**Maximum Assessment**" means, for each Lot Type, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) the amount shown on **Exhibit E**.

"Non-Benefited Property" means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements as determined by the City Council.

"**Owner**" means the person in whom is vested the ownership, dominion, or title of property.

"Parcel(s)" means a specific property within the District identified by either a tax map parcel identification number assigned by the Harris Central Appraisal District for real property tax purposes, by legal description, or by lot and block number in a final subdivision plat recorded in the Official Public Records of the County, or by any other means determined by the City.

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

"PID Bonds" means any bonds issued by the City in one or more series and secured in whole or in part by Assessments. This term is used in this 2025 Amended and Restated Service and Assessment Plan to collectively refer to: (1) the Improvement Area #1 Bonds, (2) the Improvement Area #2 Bonds, and (3) the Improvement Area #3 Bonds, including any bonds issued to refund these bonds.

"Prepayment" means the payment of all or a portion of an Assessment before the due date of the final Annual Installment thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment but rather are to be treated as the payment of the regularly scheduled Annual Installment.

"Prepayment Costs" means interest, including Additional Interest, and Annual Collection Costs, to the date of Prepayment.

"Reimbursement Agreement" means any reimbursement agreement between the City and the Developer pursuant to which the City agrees to levy Assessments on an Improvement Area and all or a portion of such Assessments are paid to the Developer to reimburse the Actual Costs related to such Improvement Area.

"Service Plan" means the plan described in **Section IV** and covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements.

"Trustee" means a trustee or successor trustee under an Indenture.

SECTION II: THE DISTRICT

The District includes approximately 90.54 contiguous acres located within the City, as more particularly described by metes and bounds on **Exhibit L-1** and depicted on **Exhibit A-1.** Development of the District is anticipated to include approximately 290 single-family homes.

Improvement Area #1 includes approximately 33.414 acres as described on **Exhibit L-2** and as depicted on **Exhibit A-2.** Improvement Area #1 contains 123 single-family homes.

Improvement Area #2 includes approximately 18.02 acres as described on **Exhibit L-3** and as depicted on **Exhibit A-2.** Improvement Area #2 contains 81 single-family homes.

Improvement Area #3 includes approximately 39.106 acres, as described on **Exhibit L-4**, and as depicted on **Exhibit A-2**. Development of Improvement Area #3 is anticipated to contain 87 single-family homes.

SECTION III: AUTHORIZED IMPROVEMENTS

The City Council, based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the costs described below are the costs of Authorized Improvements, as defined by the PID Act, that confer a special benefit on the Assessed Property. The budget for the Authorized Improvements is shown on **Exhibit B-1**.

A. Improvement Area #1 Improvements

All Improvement Area #1 Improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Streets*
  Improvements include subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, handicapped ramps, and street lights. Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street access to each Lot. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.
- *Water*
  Improvements include trench excavation and embedment, trench safety, PVC piping, service connections, and testing. These lines will include the necessary appurtenances to

be fully operational transmission lines extending water service to the limits of the improvements. The water improvements will be designed and constructed in accordance with City standards and specifications will be owned and operated by the City.

- *Wastewater*

  Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections and testing. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the improvement area. The wastewater improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Detention & Drainage*

  Improvements include clearing and grubbing, trench excavation and embedment, trench safety, reinforced concreate piping, manholes, inlets, channels/swales and ponds including spreading and compaction of excavated materials. These will include the necessary appurtenances to be fully operational to convey stormwater to the limits of the improvement area. The drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Natural Gas*

  Improvements including trench excavation and embedment, trench safety, plastic/metal piping, manholes, service connections, gas mains, valves, testing, earthwork, excavation, erosion control, and all necessary appurtenances required to provide natural gas service. The natural gas improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Soft Costs*

  Costs related to designing, constructing, and installing the Improvement Area #1 Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, and contingency.

B. Major Improvements

- *Wastewater*

  Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections and testing. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the improvement area. The wastewater improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Drainage and Detention*
  Include clearing and grubbing, detention excavation, and reinforced concrete piping into existing M121 channel.
- *Soft Costs*
  Costs related to designing, constructing, and installing the Major Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, and District Formation Expenses.

C. Improvement Area #2 Improvements

All Improvement Area #2 Improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Streets*
  Improvements including subgrade stabilization (including excavation), concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide street access to each Lot within Improvement Area #2.
- *Water*
  Improvements including trench excavation and embedment, trench safety, PVC piping, service connections, water mains, valves, fire hydrants, testing, earthwork, excavation, and erosion control. These lines will include all necessary appurtenances to be fully operational transmission lines extending water service to the limits of the Improvement Area. The water improvements will provide water service to each Lot within Improvement Area #2.
- *Wastewater*
  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, sewer mains, testing, related earthwork, excavation, and erosion control. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the improvement area. The wastewater improvements will provide wastewater service to each Lot within Improvement Area #2.
- *Drainage and Detention*

  Improvements including earthen and concrete lined channels, swales, curb and drop inlets, storm sewer mains, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, a bypass channel, and testing as well as all related earthwork, excavation, clearing, grading and erosion control necessary to provide storm water. The storm drainage improvements will manage storm drainage for the Lots within Improvement Area #2.

- *Natural Gas*

  Improvements including trench excavation and embedment, trench safety, plastic/metal piping, manholes, service connections, gas mains, valves, testing, earthwork, excavation, erosion control, and all necessary appurtenances required to provide natural gas service. The natural gas improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Soft Costs*

  Improvements including engineering and design, construction inspection fees, geotechnical testing, governmental submittal fees, and 2% contractor completion bonds for the Improvement Area #2 Improvements described above.

D. Improvement Area #3 Improvements

All Improvement Area #3 Improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Streets*

  Improvements include subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, handicapped ramps, and streetlights. Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street access to each Lot. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Water*

  Improvements include trench excavation and embedment, trench safety, PVC piping, service connections, and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of the improvements. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Wastewater*

  Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the improvement area. The wastewater improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Drainage and Detention*

  Improvements include trench excavation and embedment, trench safety, reinforced concrete piping, manholes, and inlets. These will include the necessary appurtenances to be fully operational to convey stormwater to the limits of the improvement area. The drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Natural Gas*

  Improvements include trench excavation and embedment, trench safety, PVC piping, service connections, and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of the improvements. The gas improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Soft Costs*

  Costs related to designing, constructing, and installing the Improvement Area #3 Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, and contingency.

E. Bond Issuance Costs

- *Debt Service Reserve Fund*

  Equals the amount required to fund a reserve under an applicable Indenture in connection with the issuance of PID Bonds.

- *Underwriter's Discount*

  Equals a percentage of the par amount of a particular series of PID Bonds related to the costs of underwriting such PID Bonds plus a fee for underwriter's counsel.

- *Cost of Issuance*

  Includes costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

F. Other Costs

- *Deposit to Administrative Fund*

  Includes District Annual Collection Costs for the first year immediately following the issuance of a series of PID Bonds.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan is also required to include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan must be reviewed and updated in each Annual Service Plan Update. **Exhibit C** summarizes the Service Plan for the District. Per the PID Act and Section 5.014 of the Texas Property Code, as amended, this 2025 Amended and Restated Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto as **Appendix B.**

Exhibit D summarizes the sources and uses of funds required to construct the Authorized Improvements. The sources and uses of funds shown on **Exhibit D** shall be updated in an Annual Service Plan Update.

SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the City Council may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this 2025 Amended and Restated Service and Assessment Plan describes the special benefit received by each Parcel within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit equals or exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized Improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future Owners and Developers of the Assessed Property.

A. Assessment Methodology

Acting in its legislative capacity and based on information provided by the Developer and their engineers and reviewed by the City staff and by third-party consultants retained by the City, the City Council has determined that the Improvement Area #1 Projects and Improvement Area #2 Projects shall be allocated between Improvement Area #1, Improvement Area #2 and the Future Improvement Area as follows:

- Improvement Area #1 Projects shall be allocated 100% to Improvement Area #1 Assessed Property.
- Improvement Area #2 Projects shall be allocated 100% to Improvement Area #2 Assessed Property.
- Improvement Area #3 Projects shall be allocated 100% to Improvement Area #3 Assessed Property.
- Major Improvements are allocated, as shown in **Exhibit B-1**, between Improvement Area #1, Improvement Area #2 and Improvement Area #3 based on Estimated Buildout Value.

B. Assessments

Improvement Area #1 Assessments were levied on the Improvement Area #1 Assessed Property according to the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F-1**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit F-2**, subject to revisions made during any Annual Service Plan Update**.**

Improvement Area #2 Assessments were levied on the Improvement Area #2 Assessed Property according to the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit G-1**. The projected Improvement Area #2 Annual Installments are shown on **Exhibit G-2**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #3 Assessments will be levied on the Improvement Area #3 Initial Parcel according to the Improvement Area #3 Assessment Roll, attached hereto as **Exhibit H-1**. The projected Improvement Area #3 Annual Installments are shown on **Exhibit H-2**, subject to revisions made during any Annual Service Plan Update.

C. Findings of Special Benefit

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by City, has found and determined:

- *Improvement Area #1*
  - The total costs of the Improvement Area #1 Projects equal $6,393,667 as shown on **Exhibit B-1**; and
  - The Improvement Area #1 Assessed Property receives special benefit from Improvement Area #1 Projects equal to or greater than the Actual Costs of the Improvement Area #1 Projects; and
  - The Improvement Area #1 Assessed Property was allocated 100% of the Improvement Area #1 Assessments levied for the Improvement Area #1 Projects, which equaled $4,406,000 at the time of the initial levy, and approximately $4,172,000 remains outstanding, as shown on the Improvement Area #1 Assessment Roll, attached as **Exhibit F-1**; and
  - The special benefit (≥ $6,393,667) received by the Improvement Area #1 Assessed Property from Improvement Area #1 Projects is greater than the amount of the Improvement Area #1 Assessments ($4,406,000) levied on the Improvement Area #1 Assessed Property.
  - At the time the City Council approved the Assessment Ordinance levying the Improvement Area #1 Assessments, the property owners within Improvement Area #1 acknowledged that Improvement Area #1 Projects confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for Actual Costs associated therewith. The property owners within Improvement Area #1 ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the 2022 Service and Assessment Plan and the applicable Assessment Ordinance, and (3) the levying of the Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property.
- *Improvement Area #2*
  - The total costs of the Improvement Area #2 Projects equal $5,420,022 as shown on **Exhibit B-1**; and
  - The Improvement Area #2 Assessed Property receives special benefit from Improvement Area #2 Projects equal to or greater than the Actual Costs of the Improvement Area #2 Projects; and
  - The Improvement Area #2 Assessed Property was allocated 100% of the Improvement Area #2 Assessments levied for the Improvement Area #2 Projects, which equaled $3,008,000 at the time of the initial levy, and approximately $2,959,000 remains

outstanding, as shown on the Improvement Area #2 Assessment Roll, attached as **Exhibit G-1**; and

- The special benefit (≥ $5,420,022) received by the Improvement Area #2 Assessed Property from Improvement Area #2 Projects is greater than the amount of the Improvement Area #2 Assessments ($3,008,000) levied on the Improvement Area #2 Assessed Property.
- At the time the City Council approved the Assessment Ordinance levying the Improvement Area #2 Assessments, the property owners within Improvement Area #2 acknowledged that Improvement Area #2 Projects, confer a special benefit on the Improvement Area #2 Assessed Property and consented to the imposition of the Improvement Area #2 Assessments to pay for Actual Costs associated therewith. The property owners within Improvement Area #2 ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the 2024 Amended and Restated Service and Assessment Plan and the applicable Assessment Ordinance, and (3) the levying of the Improvement Area #2 Assessments on the Improvement Area #2 Assessed Property.

- *Improvement Area #3*
  - The total costs of the Improvement Area #3 Projects equal $5,889,957 as shown on **Exhibit B-1**; and
  - The Improvement Area #3 Assessed Property receives special benefit from Improvement Area #3 Projects equal to or greater than the Actual Costs of the Improvement Area #3 Projects; and
  - The Improvement Area #3 Assessed Property is allocated 100% of the Improvement Area #3 Assessments levied for the Improvement Area #3 Projects, which equal $3,436,000 as shown on the Improvement Area #3 Assessment Roll, attached as **Exhibit H-1**; and
  - The special benefit (≥ $5,889,957) received by the Improvement Area #3 Assessed Property from Improvement Area #3 Projects is greater than the amount of the Improvement Area #3 Assessments ($3,436,000) levied on the Improvement Area #3 Assessed Property.
  - At the time the City Council approves the Assessment Ordinance levying the Improvement Area #3 Assessments, the property owners within Improvement Area #3 acknowledged that Improvement Area #3 Projects confer a special benefit on the Improvement Area #3 Assessed Property and consented to the imposition of the

Improvement Area #3 Assessments to pay for Actual Costs associated therewith. The property owners within Improvement Area #3 ratify, confirm, accept, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the 2025 Amended and Restated Service and Assessment Plan and the applicable Assessment Ordinance, and (3) the levying of the Improvement Area #3 Assessments on the Improvement Area #3 Assessed Property.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for on a pro rata basis by each Assessed Property based on the amount of outstanding Assessments remaining on the Assessed Property. The Annual Collection Costs shall be collected as part of Annual Installments in the amounts shown on the applicable Annual Installment schedule, and which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

E. Additional Interest

The interest rate on Assessments securing PID Bonds may exceed the interest rate on the PID Bonds by the Additional Interest Rate. Interest at the rate of the PID Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$A = B \times (C \div D)$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the Estimated Buildout Value of the newly divided Assessed Property

D = the sum of the Estimated Buildout Value for all the newly divided Assessed Properties

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each

newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2025 Amended and Restated Service and Assessment Plan approved by the City Council.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Parcel according to the following formula:

$A = [B \times (C \div D)]/E$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

C = the sum of the Estimated Buildout Value of all newly subdivided Lots with the same Lot Type

D = the sum of the Estimated Buildout Value for all the newly subdivided Lots excluding Non-Benefited Property

E= the number of Lots with the same Lot Type

Prior to the recording of a subdivision plat, the Developer shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat.

The sum of the Assessments for all newly subdivided Parcels shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2025 Amended and Restated Service and Assessment Plan approved by the City Council.

3. Upon Consolidation

If two or more Assessed Properties are consolidated, the Administrator shall allocate the Assessments against the Assessed Properties before the consolidation to the consolidated Assessed Property, which allocation shall be approved by the City Council in the next Annual Service Plan Update.

The Assessment for any resulting Lot will not exceed the Maximum Assessment shown on **Exhibit E** for the applicable Lot Type, and compliance may require a mandatory Prepayment of Assessments pursuant to **Section VI.B.**

B. True-up of Assessments if Maximum Assessment Exceeded

Prior to the approval of a final subdivision plat, the Administrator shall certify that the final plat will not cause the Assessment for any Lot Type to exceed the Maximum Assessment. If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the Owner must partially prepay the Assessment for each Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the Developer to pay such Assessments.

C. Mandatory Prepayment of Assessments

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the Owner transferring the Assessed Property shall pay to the City the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the transfer. If the Owner of the Assessed Property causes the Assessed Property to become Non-Benefited Property, the Owner causing the change in status shall pay the City the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

D. Reduction of Assessments

If as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments the City shall direct the Trustee to apply amounts on deposit in the applicable account of the project fund, relating to the applicable series of PID Bonds, that are not expected to be used for purposes of the project fund, to redeem outstanding PID Bonds, or as otherwise directed, in accordance with the applicable Indenture.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

E. Prepayment of Assessments

The Owner of the Assessed Property may pay, at any time, all or any portion of an Assessment in accordance with the PID Act. Prepayment Costs, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed, or the Annual Service Plan Update has been approved by the City Council prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment on an Assessed Property is prepaid in full, with Prepayment Costs, (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the Owner with a recordable "Notice of PID Assessment Lien Termination," a form of which is attached hereto as **Exhibit J**.

If an Assessment on an Assessed Property is prepaid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced on said Assessed Property and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council for review and approval as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment will be reduced to the extent of the Prepayment made.

F. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit F-2** shows the estimated Annual Installments for Improvement Area #1, **Exhibit G-2** shows the estimated Annual Installments for Improvement Area #2 and **Exhibit H-2** shows the estimate Annual Installments for Improvement Area #3. Annual Installments are subject to adjustment in each Annual Service Plan Update.

Prior to the recording of a final subdivision plat, if any Parcel shown on the Assessment Roll is assigned multiple tax parcel identification numbers for billing and collection purposes, the Annual Installment shall be allocated pro rata based on the acreage of the property not including any Non-Benefited Property or non-assessed property, as shown by Harris Central Appraisal District for each tax parcel identification number.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. The Annual Collection Costs for a given Assessment shall be paid by the Owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. Annual Installments shall be reduced by any credits applied under an applicable Indenture, such as capitalized interest, interest earnings on account balances, and any other funds available to the Trustee for such purposes. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes due and owing to the City. To the extent permitted by the PID Act or other

applicable law, the City Council may provide for other means of collecting Annual Installments, but in no case shall the City take any action, or fail to take any action, that would cause it to be in default under any Indenture.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay any of the remaining unpaid Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with applicable law, including the PID Act. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The Annual Installments for Improvement Area #1 began in 2022 and the Annual Installments for Improvement Area #2 began in 2024. The initial Annual Installments for Improvement Area #3 Assessments shall be due when billed and shall be delinquent if not paid prior to February 1, 2026.

G. Prepayment as a result of Eminent Domain Proceeding or Taking

Subject to applicable law, If any portion of any Parcel of Assessed Property is taken from an Owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "Taking"), the portion of the Assessed Property that was taken or transferred (the "Taken Property") shall be reclassified as Non-Benefited Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the **"**Remaining Property**"**) following the reclassification of the Taken Property as Non-Benefited Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The Owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this 2025 Amended and Restated Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if that remains due on the

Remaining Property exceeds the applicable Maximum Assessment, the Owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed such Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of Prepayment, with any remainder credited against the Assessment on the Remaining Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the applicable Maximum Assessment.

By way of illustration, if an Owner owns 100 acres of Assessed Property subject to a $100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefited Property and the remaining 90 acres constituting the Remaining Property shall be subject to the $100 Assessment, (provided that this $100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the $100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment, as applicable, on the Remaining Property by $10, then the Owner shall be required to pay $10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to $90.

Notwithstanding the previous paragraphs in this subsection if the Owner of the Remaining Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the Owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the applicable Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. The Owner will remain liable to pay the Assessment on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

SECTION VII: ASSESSMENT ROLL

The Improvement Area #1 Assessment Roll is attached as **Exhibit F-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the

Improvement Area #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Improvement Area #2 Assessment Roll is attached as **Exhibit G-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #2 Assessment Roll and Improvement Area #2 Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Improvement Area #3 Assessment Roll is attached as **Exhibit H-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #3 Assessment Roll and Improvement Area #3 Annual Installments for each Parcel as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the Owner of a Parcel claims that an error has been made in any calculation required by this 2025 Amended and Restated Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the Owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council's approval of the calculation. Otherwise, the Owner shall be deemed to have unconditionally approved and accepted the calculation. The Administrator shall provide a written response to the City Council and the Owner not later than 30 days after receipt of such a written notice or error by the Administrator. The City Council shall consider the Owner's notice of error and the Administrator's response at a public meeting, and, not later than 30 days after closing such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this 2025 Amended and Restated Service and Assessment Plan, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the Owner and the Administrator.

B. Amendments

Amendments to this 2025 Amended and Restated Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this 2025 Amended and Restated Service and Assessment Plan may be amended without notice to Owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify

ambiguities; (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 2025 Amended and Restated Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2025 Amended and Restated Service and Assessment Plan; (2) administer the PID for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this 2025 Amended and Restated Service and Assessment Plan. Interpretations of this 2025 Amended and Restated Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners adversely affected by the interpretation. Appeals shall be decided at a meeting of the City Council at which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners and their successors and assigns.

D. Form of Buyer Disclosure; Filing in Real Property Records

Per Section 5.014 of the Texas Property Code, as amended, this 2025 Amended and Restated Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto as **Appendix B**. Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed Ordinance of this 2025 Amended and Restated Service and Assessment Plan, or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

E. Severability

If any provision of this 2025 Amended and Restated Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

LIST OF EXHIBITS

The following Exhibits are attached to and made a part of this 2025 Amended and Restated Service and Assessment Plan for all purposes:

Exhibit A-1	District Boundary Map
Exhibit A-2	Map of Improvement Areas
Exhibit B-1	Project Costs
Exhibit B-2	Apportionment of Costs
Exhibit C	Service Plan
Exhibit D	Sources and Uses of Funds
Exhibit E	Maximum Assessment and Tax Rate Equivalent
Exhibit F-1	Improvement Area #1 Assessment Roll
Exhibit F-2	Improvement Area #1 Annual Installments
Exhibit G-1	Improvement Area #2 Assessment Roll
Exhibit G-2	Improvement Area #2 Annual Installments
Exhibit H-1	Improvement Area #3 Assessment Roll
Exhibit H-2	Improvement Area #3 Annual Installments
Exhibit I-1	Maps of Improvement Area #1 Improvements
Exhibit I-2	Maps of Major Improvements
Exhibit I-3	Maps of Improvement Area #2 Improvements
Exhibit I-4	Maps of Improvement Area #3 Improvements
Exhibit J	Form of Notice of PID Assessment Lien Termination
Exhibit K-1	Debt Service Schedule for Improvement Area #1 Bonds
Exhibit K-2	Debt Service Schedule for Improvement Area #2 Bonds
Exhibit K-3	Debt Service Schedule for Improvement Area #3 Bonds
Exhibit L-1	District Boundary Description
Exhibit L-2	Improvement Area #1 Boundary Description
Exhibit L-3	Improvement Area #2 Boundary Description
Exhibit L-4	Improvement Area #3 Boundary Description
Exhibit M	Improvement Area #2 Final Plat

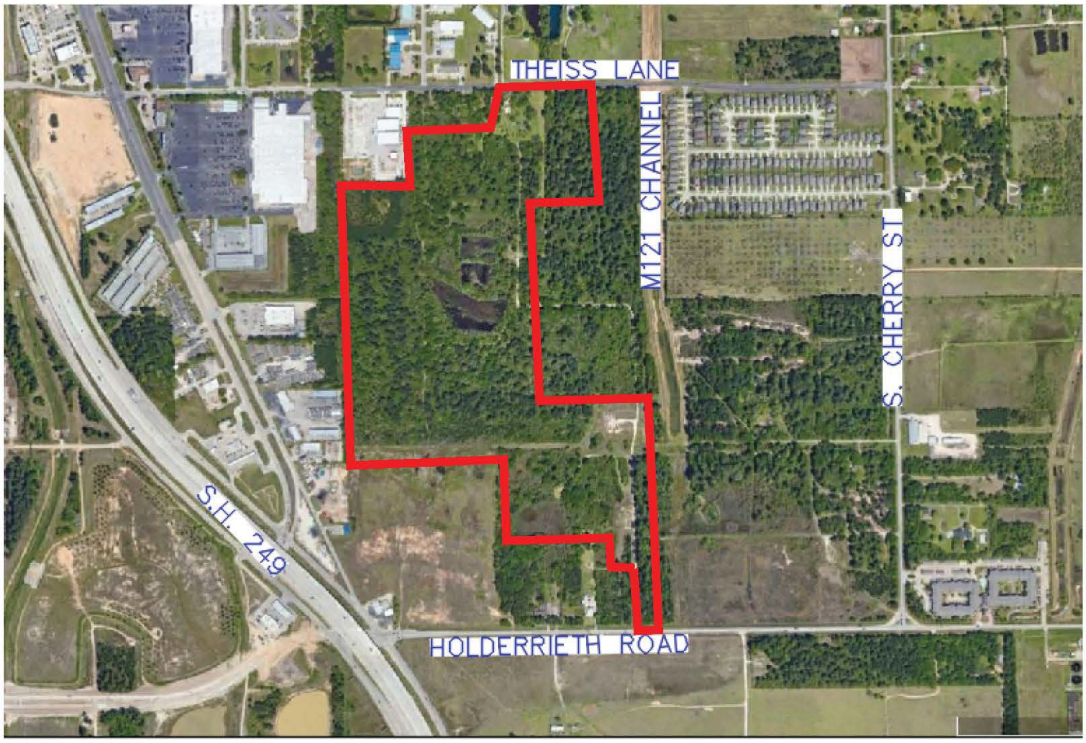
APPENDICES

The following Appendices are attached to and made a part of this 2025 Amended and Restated Service and Assessment Plan for all purposes:

Appendix A Improvement Area #3 Engineer's Report

Appendix B Buyer Disclosures

EXHIBIT A-1 – DISTRICT BOUNDARY MAP



ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-18141
2445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200

DATE	REVISION	APP.
1		
2		
3		
4		
5		

SITE LOCATION MAP

01 OF 09

ELEVATION LAND SOLUTIONS - WOOD LEAF

EXHIBIT A-2 – MAP OF IMPROVEMENT AREAS

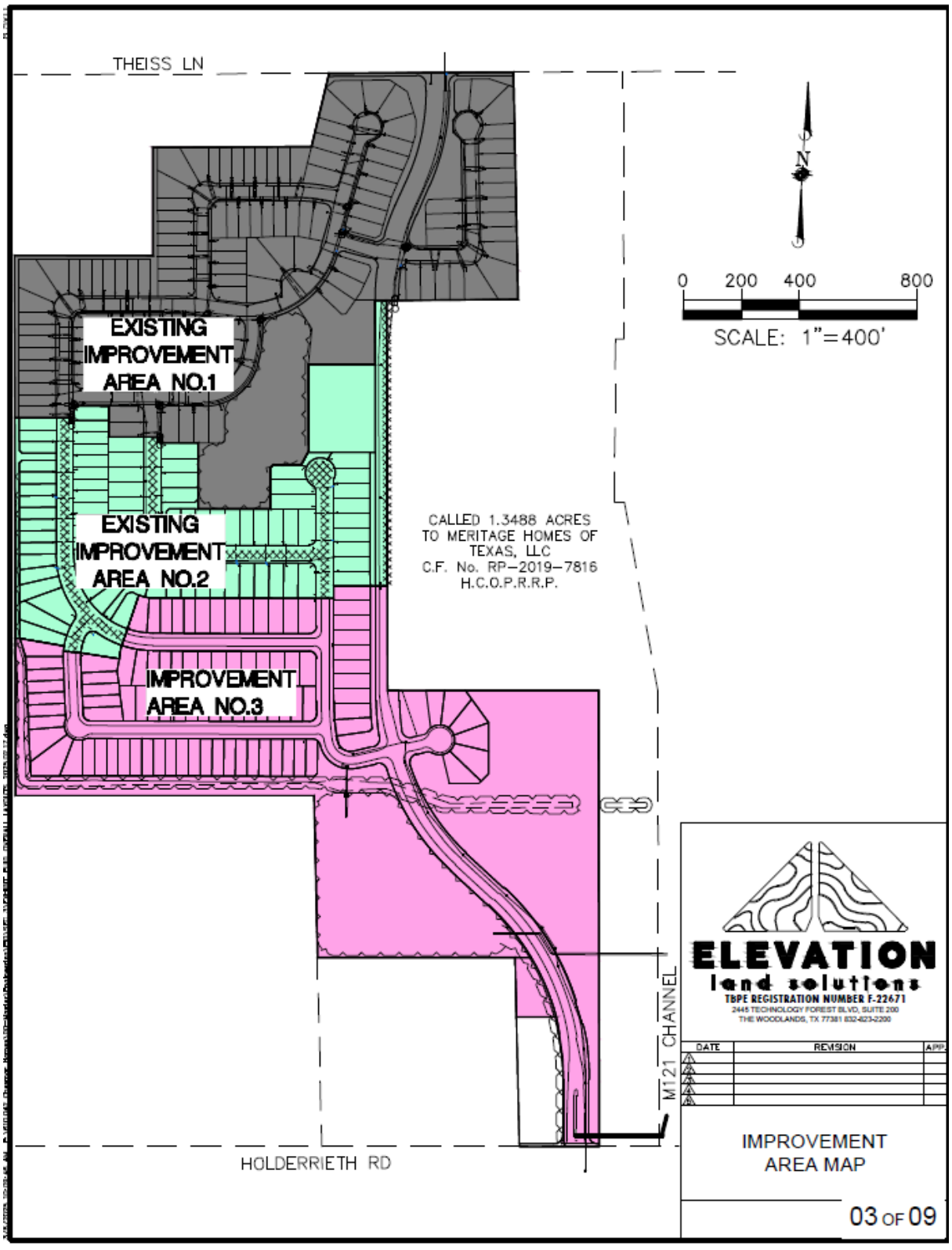


EXHIBIT B-1 – PROJECT COSTS

	Total Costs [a]	Improvement Area #1		Improvement Area #2		Improvement Area #3	
		% [b]	Costs	% [b]	Cost	% [b]	Cost
Improvement Area #1 Improvements							
Streets	$ 1,716,477	100.00%	$ 1,716,477	0.00%	$ -	0.00%	$ -
Water	389,092	100.00%	389,092	0.00%	-	0.00%	-
Wastewater	439,062	100.00%	439,062	0.00%	-	0.00%	-
Drainage	651,950	100.00%	651,950	0.00%	-	0.00%	-
Natural Gas	259,329	100.00%	259,329	0.00%	-	0.00%	-
Soft Costs	1,090,359	100.00%	1,090,359	0.00%	-	0.00%	-
	$ 4,546,269		$ 4,546,269		$ -		$ -
Major Improvements							
Wastewater	$ 274,320	41.27%	$ 113,219	28.27%	$ 77,552	30.46%	$ 83,549
Drainage and Detention [c]	1,674,296	41.27%	691,028	28.27%	473,332	30.46%	509,936
Soft Costs	568,255	41.27%	234,534	28.27%	160,649	30.46%	173,072
	$ 2,516,871		$ 1,038,782		$ 711,532		$ 766,557
Improvement Area #2 Improvements							
Streets	$ 841,523	0.00%	$ -	100.00%	$ 841,523	0.00%	$ -
Water	205,635	0.00%	-	100.00%	205,635	0.00%	-
Wastewater	306,289	0.00%	-	100.00%	306,289	0.00%	-
Drainage and Detention [c]	1,720,445	0.00%	-	100.00%	1,720,445	0.00%	-
Natural Gas	123,377	0.00%	-	100.00%	123,377	0.00%	-
Soft Costs	911,221	0.00%	-	100.00%	911,221	0.00%	-
	$ 4,108,490		$ -		$ 4,108,490		$ -
Improvement Area #3 Improvements							
Streets	$ 1,940,093	0.00%	$ -	0.00%	$ -	100.00%	$ 1,940,093
Water	462,031	0.00%	-	0.00%	-	100.00%	462,031
Wastewater	372,665	0.00%	-	0.00%	-	100.00%	372,665
Drainage [c]	1,054,588	0.00%	-	0.00%	-	100.00%	1,054,588
Natural Gas	208,184	0.00%	-	0.00%	-	100.00%	208,184
Soft Costs	391,839	0.00%	-	0.00%	-	100.00%	391,839
	$ 4,429,400		$ -		$ -		$ 4,429,400
Series 2022 Bond Issuance Costs							
Debt Service Reserve Fund	$ 317,826		$ 317,826		$ -		$ -
Underwriter Discount	138,120		138,120		-		-
Delinquency & Prepayment Reserve	22,030		22,030		-		-
Costs of Issuance	285,640		285,640		-		-
	$ 763,616		$ 763,616		$ -		$ -
Series 2024 Bond Issuance Costs							
Debt Service Reserve Fund	$ 218,175		$ -		$ 218,175		$ -
Capitalized Interest	21,147		-		21,147		-
Underwriter Discount	110,160		-		110,160		-
Delinquency & Prepayment Reserve	15,040		-		15,040		-
Costs of Issuance	189,711		-		189,711		-
Rounding	768		-		768		-
	$ 555,000		$ -		$ 555,000		$ -
Series 2025 Bond Issuance Costs							
Debt Service Reserve Fund	$ 253,225		$ -		$ -		$ 253,225
Capitalized Interest	63,322		-		-		63,322
Underwriter Discount	118,720		-		-		118,720
Delinquency & Prepayment Reserve	17,180		-		-		17,180
Costs of Issuance	211,539		-		-		211,539
Rounding	15		-		-		15
	$ 664,000		$ -		$ -		$ 664,000
Other Costs							
Deposit to Administrative Fund	$ 120,000		$ 45,000		$ 45,000		$ 30,000
	$ 120,000		$ 45,000		$ 45,000		$ 30,000
Total	**$ 17,703,646**		**$ 6,393,667**		**$ 5,420,022**		**$ 5,889,957**

Footnotes:

[a] Costs were determined by the Engineer's Opinion of Probable Cost prepared by Elevation Land Solutions and attached as **Appendix A.**

[b] Costs of the Major Improvements are allocated pro rata between Improvement Area #1 Assessed Property, Improvement Area #2 Assessed Property and the Improvement Area #3 Assessed Property.

[c] Includes clearing & grubbing, excavation, and grading.

EXHIBIT B-2 – APPORTIONMENT OF COSTS

Improvement Area	Units[1]	Estimated Buildout Value	Major Improvements[a],[b] %	Major Improvements[a],[b] Costs	Total Apportionment for Improvement Area #3 Funding
Improvement Area #1	123	$ 42,870,000	41.27%	$ 1,038,782	
Improvement Area #2	81	$ 30,953,500	28.27%	$ 711,532	
Improvement Area #3	87	$ 35,805,000	30.46%	$ 766,557	$ 766,557
Total	**291**	**$109,628,500**	**100.00%**	**$ 2,516,871**	

Footnotes:

[a] The costs of the Major Improvements apportioned pro rata based on Estimated Buildout Value between Improvement Area #1, Improvement Area #2 and Improvement Area #3.

[b] The cost of the Major Improvements were apportioned at the time of the Original Service and Assessment Plan.

EXHIBIT C – SERVICE PLAN

Improvement Area #1						
Annual Installment Due		**1/31/2026**	**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**
Principal		$ 76,000.00	$ 79,000.00	$ 82,000.00	$ 86,000.00	$ 90,000.00
Interest		$239,986.26	$236,376.26	$232,623.76	$228,421.26	$224,013.76
	(1)	$315,986.26	$315,376.26	$314,623.76	$314,421.26	$314,013.76
Annual Collection Costs	(2)	$ 41,466.54	$ 42,295.87	$ 43,141.79	$ 44,004.62	$ 44,884.72
Additonal Interest	(3)	$ 20,860.00	$ 20,480.00	$ 20,085.00	$ 19,675.00	$ 19,245.00
Total Annual Installment	**(4) = (1) + (2) + (3)**	**$378,312.80**	**$378,152.13**	**$377,850.55**	**$378,100.88**	**$378,143.48**

Improvement Area #2						
Annual Installment Due		**1/31/2026**	**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**
Principal		$ 51,000.00	$ 53,000.00	$ 55,000.00	$ 58,000.00	$ 60,000.00
Interest		$166,480.00	$163,675.00	$160,760.00	$157,735.00	$154,545.00
	(1)	$217,480.00	$216,675.00	$215,760.00	$215,735.00	$214,545.00
Annual Collection Costs	(2)	$ 33,562.41	$ 34,233.66	$ 34,918.33	$ 35,616.70	$ 36,329.03
Additional Interest	(3)	$ 14,550.00	$ 14,295.00	$ 14,030.00	$ 13,755.00	$ 13,465.00
Total Annual Installment	**(4) = (1) + (2) + (3)**	**$265,592.41**	**$265,203.66**	**$264,708.33**	**$265,106.70**	**$264,339.03**

Improvement Area #3						
Annual Installment Due		**1/31/2026**	**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**
Principal		$ 55,000.00	$ 58,000.00	$ 60,000.00	$ 63,000.00	$ 65,000.00
Interest		$198,225.00	$195,200.00	$192,010.00	$188,710.00	$185,245.00
	(1)	$253,225.00	$253,200.00	$252,010.00	$251,710.00	$250,245.00
Annual Collection Costs	(2)	$ 51,018.00	$ 52,038.36	$ 53,079.13	$ 54,140.71	$ 55,223.52
Additional Interest	(3)	$ 17,180.00	$ 16,905.00	$ 16,615.00	$ 16,315.00	$ 16,000.00
Total Annual Installment	**(4) = (1) + (2) + (3)**	**$321,423.00**	**$322,143.36**	**$321,704.13**	**$322,165.71**	**$321,468.52**

EXHIBIT D – SOURCES AND USES OF FUNDS

	Improvement Area #1	Improvement Area #2	Improvement Area #3[b]	Total
Sources of Funds				
Improvement Area #1 Bonds	$ 4,406,000	$ -	$ -	$ 4,406,000
Improvement Area #2 Bonds	-	3,008,000	-	3,008,000
Improvement Area #3 Bonds	-	-	3,436,000	3,436,000
Owner Contribution [a]	1,987,667	2,412,022	2,453,957	6,853,646
Total Sources	**$ 6,393,667**	**$ 5,420,022**	**$ 5,889,957**	**$ 17,703,646**
Uses of Funds				
Major Improvements	$ 1,038,782	$ 711,532	$ 766,557	$ 2,516,871
Improvement Area #1 Improvements	4,546,269	-	-	4,546,269
Improvement Area #2 Improvements	-	4,108,490	-	4,108,490
Improvement Area #3 Improvements	-	-	4,429,400	4,429,400
	$ 5,585,051	$ 4,820,022	$ 5,195,957	$ 15,601,030
Series 2022 Bond Issuance Costs				
Debt Service Reserve Fund	$ 317,826	$ -	$ -	$ 317,826
Underwriter Discount	138,120	-	-	138,120
Delinquency & Prepayment Reserve	22,030	-	-	22,030
Cost of Issuance	285,640	-	-	285,640
	$ 763,616	$ -	$ -	$ 763,616
Series 2024 Bond Issuance Costs				
Debt Service Reserve Fund	$ -	$ 218,175	$ -	$ 218,175
Capitalized Interest	-	21,147	-	21,147
Underwriter Discount	-	110,160	-	110,160
Delinquency & Prepayment Reserve	-	15,040	-	15,040
Cost of Issuance	-	189,711	-	189,711
Rounding	-	768	-	768
	$ -	$ 555,000	$ -	$ 555,000
Series 2025 Bond Issuance Costs				
Debt Service Reserve Fund	$ -	$ -	$ 253,225	$ 253,225
Capitalized Interest	-	-	63,322	63,322
Underwriter Discount	-	-	118,720	118,720
Delinquency & Prepayment Reserve	-	-	17,180	17,180
Cost of Issuance	-	-	211,539	211,539
Rounding	-	-	15	15
	$ -	$ -	$ 664,000	$ 664,000
Other Costs				
Deposit to Administrative Fund	$ 45,000	$ 45,000	$ 30,000	$ 90,000
	$ 45,000	$ 45,000	$ 30,000	$ 120,000
Total Uses	**$ 6,393,667**	**$ 5,420,022**	**$ 5,889,957**	**$ 17,703,646**

Footnotes:

[a] Non-reimbursable to Owner through PID Bonds or PID Assessments.

[b] Costs of the Major Improvements are allocated pro rata between Improvement Area #1 Assessed Property, Improvement Area #2 Assessed Property and the Improvement Area #3 Assessed Property.

EXHIBIT E – MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT

Lot Type	Units	Estimated Buildout Value		Improvement Area #1 Assessment		Improvement Area #2 Assessment		Improvement Area #3 Assessment		Total Maximum Assessment		Maximum Annual Installment		Value to Lien per Finished Lot Value	Gross PID TRE
		Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total		
Improvement Area #1															
One	66	$ 330,000	$ 21,780,000	$32,115	$2,119,575	$ -	$ -	$ -	$ -	$32,115	$ 2,119,575	$ 2,897	$ 191,185	1.5569	$ 0.8778
Two	57	$ 370,000	$ 21,090,000	$36,007	$2,052,425	$ -	$ -	$ -	$ -	$36,007	$ 2,052,425	$ 3,248	$ 185,128	1.7358	$ 0.8778
Subtotal	**123**		**$ 42,870,000**		**$ 4,172,000**		**$ -**		**$ -**		**$ 4,172,000**		**$ 376,312**	**1.6463**	
Improvement Area #2															
Three	35	$ 361,300	$ 12,645,500	$ -	$ -	$ 34,538	$ 1,208,847	$ -	$ -	$34,538	$ 1,208,847	$ 3,100	$ 108,503	1.7951	$ 0.8580
Four	46	$ 398,000	$ 18,308,000	$ -	$ -	$ 38,047	$ 1,750,153	$ -	$ -	$38,047	$ 1,750,153	$ 3,415	$ 157,089	2.0370	$ 0.8580
Subtotal	**81**		**$ 30,953,500**		**$ -**		**$ 2,959,000**		**$ -**		**$ 2,959,000**		**$ 265,592**	**1.9160**	
Improvement Area #3															
Five	26	$ 380,000	$ 9,880,000	$ -	$ -	$ -	$ -	$ 36,466	$ 948,127	$ 36,466	$ 948,127	$ 3,419	$ 88,904	2.1828	0.8998
Six	61	$ 425,000	$ 25,925,000	$ -	$ -	$ -	$ -	$ 40,785	$ 2,487,873	$ 40,785	$ 2,487,873	$ 3,824	$ 233,283	2.4396	0.8998
Subtotal	**87**		**$ 35,805,000**		**$ -**		**$ -**		**$ 3,436,000**		**$ 3,436,000**		**$ 322,187**	**2.3112**	
Total/Weighted Average	**204**		**$ 73,823,500**		**$ 4,172,000**		**$ 2,959,000**		**$ 3,436,000**		**$ 10,567,000**		**$ 964,092**	**1.9579**	

EXHIBIT F-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

			Improvement Area #1[c]					
Property ID	Legal Description	Lot Type	Outstanding Assessment[b]	Principal	Interest	Additional Interest	Annual Collection Costs [a]	Annual Installment Due 1/31/26 [d]
1443500010001	LT 1 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500010002	LT 2 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500010003	LT 3 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500010004	LT 4 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500010005	LT 5 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500010006	LT 6 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500010007	LT 7 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500010008	LT 8 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500010009	LT 9 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500010010	LT 10 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500010011	LT 11 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500010012	LT 12 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500010013	LT 13 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500010014	LT 14 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500010015	LT 15 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500010016	LT 16 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500010017	LT 17 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500010018	LT 18 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500010019	LT 19 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500010020	LT 20 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500010021	LT 21 BLK 1 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500020001	LT 1 BLK 2 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500020002	LT 2 BLK 2 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500020003	LT 3 BLK 2 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500020004	LT 4 BLK 2 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500020005	LT 5 BLK 2 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500020006	LT 6 BLK 2 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500020007	LT 7 BLK 2 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500030001	LT 1 BLK 3 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500030002	LT 2 BLK 3 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500040001	LT 1 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500040002	LT 2 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500040003	LT 3 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500040004	LT 4 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500040005	LT 5 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500040006	LT 6 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500040007	LT 7 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500040008	LT 8 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500040009	LT 9 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500040010	LT 10 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12

[a] The Annual Collection Costs include a $60 per Lot Administrative Fee for the City of Tomball that equates to $7,380 for Improvement Area #1.
[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.
[c] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.
[d] The Annual Installment covers the period September 15, 2025 to September 14, 2026, and is due by January 31, 2026.

			Improvement Area #1[c]					
Property ID	Legal Description	Lot Type	Outstanding Assessment[b]	Principal	Interest	Additional Interest	Annual Collection Costs [a]	Annual Installment Due 1/31/26 [d]
1443500040011	LT 11 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500040012	LT 12 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500040013	LT 13 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500040014	LT 14 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500040015	LT 15 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500040016	LT 16 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500040017	LT 17 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500040018	LT 18 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500040019	LT 19 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500040020	LT 20 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500040021	LT 21 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500040022	LT 22 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500040023	LT 23 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500040024	LT 24 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500040025	LT 25 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500040026	LT 26 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500040027	LT 27 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500040028	LT 28 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500040029	LT 29 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500040030	LT 30 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500040031	LT 31 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500040032	LT 32 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500040033	LT 33 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500040034	LT 34 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500040035	LT 35 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500040036	LT 36 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500040037	LT 37 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500040038	LT 38 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500040039	LT 39 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500040040	LT 40 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500040041	LT 41 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500040042	LT 42 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500040043	LT 43 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500040044	LT 44 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500040045	LT 45 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500040046	LT 46 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500040047	LT 47 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500040048	LT 48 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500040049	LT 49 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500040050	LT 50 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13

[a] The Annual Collection Costs include a $60 per Lot Administrative Fee for the City of Tomball that equates to $7,380 for Improvement Area #1.
[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.
[c] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.
[d] The Annual Installment covers the period September 15, 2025 to September 14, 2026, and is due by January 31, 2026.

			Improvement Area #1[c]					
Property ID	Legal Description	Lot Type	Outstanding Assessment[b]	Principal	Interest	Additional Interest	Annual Collection Costs [a]	Annual Installment Due 1/31/26 [d]
1443500040051	LT 51 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500040052	LT 52 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500040053	LT 53 BLK 4 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500050001	LT 1 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500050002	LT 2 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500050003	LT 3 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500050004	LT 4 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500050005	LT 5 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500050006	LT 6 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500050007	LT 7 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500050008	LT 8 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500050009	LT 9 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500050010	LT 10 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500050011	LT 11 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500050012	LT 12 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500050013	LT 13 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500050014	LT 14 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500050015	LT 15 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500050016	LT 16 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500050017	LT 17 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500050018	LT 18 BLK 5 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500060001	LT 1 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500060002	LT 2 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500060003	LT 3 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500060004	LT 4 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500060005	LT 5 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500060006	LT 6 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500060007	LT 7 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500060008	LT 8 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 2	$ 36,007.46	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
1443500060009	LT 9 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500060010	LT 10 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500060011	LT 11 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500060012	LT 12 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500060013	LT 13 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500060014	LT 14 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500060015	LT 15 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500060016	LT 16 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500060017	LT 17 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500060018	LT 18 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500060019	LT 19 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13

[a] The Annual Collection Costs include a $60 per Lot Administrative Fee for the City of Tomball that equates to $7,380 for Improvement Area #1.
[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.
[c] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.
[d] The Annual Installment covers the period September 15, 2025 to September 14, 2026, and is due by January 31, 2026.

			Improvement Area #1[c]					
Property ID	Legal Description	Lot Type	Outstanding Assessment[b]	Principal	Interest	Additional Interest	Annual Collection Costs [a]	Annual Installment Due 1/31/26 [d]
1443500060020	LT 20 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500060021	LT 21 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500060022	LT 22 BLK 6 WOOD LEAF RESERVE SEC 1	Lot Type 1	$ 32,114.77	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
1443500010022	RES A BLK 1 (LANDSCAPE/OPEN SPACE/UTILITIES) WOOD LEAF RESERVE SEC 1	Non-Benefited	$ -	$ -	$ -	$ -	$ -	$ -
1443500010023	RES B BLK 1 (LANDSCAPE/OPEN SPACE/UTILITIES) WOOD LEAF RESERVE SEC 2	Non-Benefited	$ -	$ -	$ -	$ -	$ -	$ -
1443500020008	RES C BLK 1 (LANDSCAPE/OPEN SPACE/UTILITIES) WOOD LEAF RESERVE SEC 2	Non-Benefited	$ -	$ -	$ -	$ -	$ -	$ -
1443500020009	RES D BLK 1 (LANDSCAPE/OPEN SPACE/UTILITIES) WOOD LEAF RESERVE SEC 3	Non-Benefited	$ -	$ -	$ -	$ -	$ -	$ -
1443500020010	RES E BLK 1 (LANDSCAPE/OPEN SPACE/UTILITIES) WOOD LEAF RESERVE SEC 4	Non-Benefited	$ -	$ -	$ -	$ -	$ -	$ -
1443500040054	RES F BLK 1 (LANDSCAPE/OPEN SPACE/UTILITIES) WOOD LEAF RESERVE SEC 4	Non-Benefited	$ -	$ -	$ -	$ -	$ -	$ -
1443500040055	RES G BLK 1 (LANDSCAPE/OPEN SPACE/UTILITIES) WOOD LEAF RESERVE SEC 5	Non-Benefited	$ -	$ -	$ -	$ -	$ -	$ -
1443500040056	RES H BLK 1 (LANDSCAPE/OPEN SPACE/UTILITIES) WOOD LEAF RESERVE SEC 6	Non-Benefited	$ -	$ -	$ -	$ -	$ -	$ -
1443500060023	RES I BLK 1 (LANDSCAPE/OPEN SPACE/UTILITIES) WOOD LEAF RESERVE SEC 6	Non-Benefited	$ -	$ -	$ -	$ -	$ -	$ -
Total			**$ 4,172,000.00**	**$ 76,000.00**	**$ 239,986.26**	**$ 20,860.00**	**$ 41,466.54**	**$ 378,312.80**

Footnotes:

[a] The Annual Collection Costs include a $60 per Lot Administrative Fee for the City of Tomball that equates to $7,380 for Improvement Area #1.

[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.

[c] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.

[d] The Annual Installment covers the period September 15, 2025 to September 14, 2026, and is due by January 31, 2026.

EXHIBIT F-2 – IMPROVEMENT AREA #1 TOTAL ANNUAL INSTALLMENTS

	Improvement Area #1 2022 Bonds				
Installment Due January 31,	Principal	Interest[a]	Additional Interest[b]	Annual Collection Costs[c]	Total Installment[d]
2026	$ 76,000.00	$ 239,986.26	$ 20,860.00	$ 41,466.54	$ 378,312.80
2027	79,000.00	236,376.26	20,480.00	42,295.87	378,152.13
2028	82,000.00	232,623.76	20,085.00	43,141.79	377,850.55
2029	86,000.00	228,421.26	19,675.00	44,004.62	378,100.88
2030	90,000.00	224,013.76	19,245.00	44,884.72	378,143.48
2031	94,000.00	219,401.26	18,795.00	45,782.41	377,978.67
2032	98,000.00	214,583.76	18,325.00	46,698.06	377,606.82
2033	102,000.00	209,561.26	17,835.00	47,632.02	377,028.28
2034	108,000.00	203,568.76	17,325.00	48,584.66	377,478.42
2035	114,000.00	197,223.76	16,785.00	49,556.35	377,565.11
2036	120,000.00	190,526.26	16,215.00	50,547.48	377,288.74
2037	126,000.00	183,476.26	15,615.00	51,558.43	376,649.69
2038	133,000.00	176,073.76	14,985.00	52,589.60	376,648.36
2039	140,000.00	168,260.00	14,320.00	53,641.39	376,221.39
2040	148,000.00	160,035.00	13,620.00	54,714.22	376,369.22
2041	156,000.00	151,340.00	12,880.00	55,808.50	376,028.50
2042	165,000.00	142,175.00	12,100.00	56,924.67	376,199.67
2043	174,000.00	132,481.26	11,275.00	58,063.17	375,819.43
2044	183,000.00	122,258.76	10,405.00	59,224.43	374,888.19
2045	194,000.00	111,507.50	9,490.00	60,408.92	375,406.42
2046	205,000.00	100,110.00	8,520.00	61,617.10	375,247.10
2047	216,000.00	88,066.26	7,495.00	62,849.44	374,410.70
2048	229,000.00	75,376.26	6,415.00	64,106.43	374,897.69
2049	242,000.00	61,922.50	5,270.00	65,388.56	374,581.06
2050	256,000.00	47,705.00	4,060.00	66,696.33	374,461.33
2051	270,000.00	32,665.00	2,780.00	68,030.25	373,475.25
2052	286,000.00	16,802.50	1,430.00	69,390.86	373,623.36
Total	**$ 4,172,000.00**	**$ 4,166,541.42**	**$ 356,285.00**	**$ 1,465,606.82**	**$ 10,160,433.24**

Footnotes:

[a] Interest on the Improvement Area #1 Bonds is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] Includes a $60 per lot ($7,380 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.

[d] The figures shown are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT G-1 – IMPROVEMENT AREA #2 ASSESSMENT ROLL

			Improvement Area #2[c]					
Property ID	Legal Description	Lot Type	Outstanding Assessment[b]	Principal	Interest	Additional Interest	Annual Collection Costs[a]	Annual Installment Due 1/31/26[d]
1474090010001	LT 8 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090010002	LT 9 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090010003	LT 10 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090010004	LT 11 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090010005	LT 12 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090010006	LT 13 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090010007	LT 14 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090010008	LT 15 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090010009	LT 16 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090010010	LT 17 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090010011	LT 18 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090010012	LT 19 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090010013	LT 20 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090010014	LT 21 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090010015	LT 22 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090010016	LT 23 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090010017	LT 24 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090010018	LT 25 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090010019	LT 26 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090010020	LT 27 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090010021	LT 28 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090010022	LT 29 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090010023	LT 30 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090010024	LT 31 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090010025	LT 32 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090010026	LT 33 BLK 2 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090010027	RES A BLK 2 (LANDSCAPE/OPEN SPACE) WOOD LEAF RESERVE SEC 2	Non-Benefited	$ -	$ -	$ -	$ -	$ -	$ -
1474090010028	RES B BLK 2 (DRILL SITE/LANDSCAPE/OPEN SPACE) WOOD LEAF RESERVE SEC 2	Non-Benefited	$ -	$ -	$ -	$ -	$ -	$ -
1474090010029	RES C BLK 2 (DRAINAGE/LANDSCAPE/OPEN SPACE) WOOD LEAF RESERVE SEC 2	Non-Benefited	$ -	$ -	$ -	$ -	$ -	$ -
1474090010030	RES D BLK 2 (LANDSCAPE/OPEN SPACE) WOOD LEAF RESERVE SEC 2	Non-Benefited	$ -	$ -	$ -	$ -	$ -	$ -
1474090020001	LT 3 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	$ 34,538.48	$ 595.29	$ 1,943.21	$ 169.83	$ 391.75	$ 3,100.09
1474090020002	LT 4 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	$ 34,538.48	$ 595.29	$ 1,943.21	$ 169.83	$ 391.75	$ 3,100.09
1474090020003	LT 5 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	$ 34,538.48	$ 595.29	$ 1,943.21	$ 169.83	$ 391.75	$ 3,100.09
1474090020004	LT 6 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	$ 34,538.48	$ 595.29	$ 1,943.21	$ 169.83	$ 391.75	$ 3,100.09
1474090020005	LT 7 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	$ 34,538.48	$ 595.29	$ 1,943.21	$ 169.83	$ 391.75	$ 3,100.09
1474090020006	LT 8 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	$ 34,538.48	$ 595.29	$ 1,943.21	$ 169.83	$ 391.75	$ 3,100.09
1474090020007	LT 9 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	$ 34,538.48	$ 595.29	$ 1,943.21	$ 169.83	$ 391.75	$ 3,100.09
1474090020008	LT 10 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	$ 34,538.48	$ 595.29	$ 1,943.21	$ 169.83	$ 391.75	$ 3,100.09
1474090020009	LT 11 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	$ 34,538.48	$ 595.29	$ 1,943.21	$ 169.83	$ 391.75	$ 3,100.09
1474090020010	LT 12 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	$ 34,538.48	$ 595.29	$ 1,943.21	$ 169.83	$ 391.75	$ 3,100.09

Footnotes:

[a] The Annual Collection Costs include a $60 per Lot Administrative Fee for the City of Tomball that equates to $4,680 for Improvement Area #2.

[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.

[c] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.

[d] The Annual Installment covers the period September 15, 2025 to September 14, 2026, and is due by January 31, 2026.

			Improvement Area #2[c]					
Property ID	Legal Description	Lot Type	Outstanding Assessment[b]	Principal	Interest	Additional Interest	Annual Collection Costs [a]	Annual Installment Due 1/31/26 [d]
1474090020011	LT 13 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	$ 34,538.48	$ 595.29	$ 1,943.21	$ 169.83	$ 391.75	$ 3,100.09
1474090020012	LT 14 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	$ 34,538.48	$ 595.29	$ 1,943.21	$ 169.83	$ 391.75	$ 3,100.09
1474090020013	LT 15 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	$ 34,538.48	$ 595.29	$ 1,943.21	$ 169.83	$ 391.75	$ 3,100.09
1474090020014	LT 16 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	$ 34,538.48	$ 595.29	$ 1,943.21	$ 169.83	$ 391.75	$ 3,100.09
1474090020015	LT 17 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	$ 34,538.48	$ 595.29	$ 1,943.21	$ 169.83	$ 391.75	$ 3,100.09
1474090020016	LT 18 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	$ 34,538.48	$ 595.29	$ 1,943.21	$ 169.83	$ 391.75	$ 3,100.09
1474090020017	LT 19 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	$ 34,538.48	$ 595.29	$ 1,943.21	$ 169.83	$ 391.75	$ 3,100.09
1474090020018	LT 33 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090020019	LT 34 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090020020	LT 35 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090020021	LT 36 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090020022	LT 37 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090020023	LT 38 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090020024	LT 39 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090020025	LT 40 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090020026	LT 41 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090020027	LT 42 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090020028	LT 43 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090020029	LT 44 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090020030	LT 45 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090020031	LT 46 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090020032	LT 47 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090020033	LT 48 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090020034	LT 49 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090020035	LT 50 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090020036	LT 51 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090020037	LT 52 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 4	$ 38,046.81	$ 655.76	$ 2,140.60	$ 187.08	$ 431.55	$ 3,414.99
1474090020038	RES E BLK 3 (LANDSCAPE/OPEN SPACE) WOOD LEAF RESERVE SEC 2	Non-Benefited	$ -	$ -	$ -	$ -	$ -	$ -
1474090030001	LT 54 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	$ 34,538.48	$ 595.29	$ 1,943.21	$ 169.83	$ 391.75	$ 3,100.09
1474090030002	LT 55 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	$ 34,538.48	$ 595.29	$ 1,943.21	$ 169.83	$ 391.75	$ 3,100.09
1474090030003	LT 56 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	$ 34,538.48	$ 595.29	$ 1,943.21	$ 169.83	$ 391.75	$ 3,100.09
1474090030004	LT 57 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	$ 34,538.48	$ 595.29	$ 1,943.21	$ 169.83	$ 391.75	$ 3,100.09
1474090030005	LT 58 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	$ 34,538.48	$ 595.29	$ 1,943.21	$ 169.83	$ 391.75	$ 3,100.09
1474090030006	LT 59 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	$ 34,538.48	$ 595.29	$ 1,943.21	$ 169.83	$ 391.75	$ 3,100.09
1474090030007	LT 60 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	$ 34,538.48	$ 595.29	$ 1,943.21	$ 169.83	$ 391.75	$ 3,100.09
1474090030008	LT 61 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	$ 34,538.48	$ 595.29	$ 1,943.21	$ 169.83	$ 391.75	$ 3,100.09
1474090030009	LT 62 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	$ 34,538.48	$ 595.29	$ 1,943.21	$ 169.83	$ 391.75	$ 3,100.09
1474090030010	LT 63 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	$ 34,538.48	$ 595.29	$ 1,943.21	$ 169.83	$ 391.75	$ 3,100.09
1474090030011	LT 64 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	$ 34,538.48	$ 595.29	$ 1,943.21	$ 169.83	$ 391.75	$ 3,100.09
1474090030012	LT 65 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	$ 34,538.48	$ 595.29	$ 1,943.21	$ 169.83	$ 391.75	$ 3,100.09

Footnotes:

[a] The Annual Collection Costs include a $60 per Lot Administrative Fee for the City of Tomball that equates to $4,680 for Improvement Area #2.

[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.

[c] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.

[d] The Annual Installment covers the period September 15, 2025 to September 14, 2026, and is due by January 31, 2026.

			Improvement Area #2[c]					
Property ID	Legal Description	Lot Type	Outstanding Assessment[b]	Principal	Interest	Additional Interest	Annual Collection Costs [a]	Annual Installment Due 1/31/26 [d]
1474090030013	LT 66 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	$ 34,538.48	$ 595.29	$ 1,943.21	$ 169.83	$ 391.75	$ 3,100.09
1474090030014	LT 67 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	$ 34,538.48	$ 595.29	$ 1,943.21	$ 169.83	$ 391.75	$ 3,100.09
1474090030015	LT 68 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	$ 34,538.48	$ 595.29	$ 1,943.21	$ 169.83	$ 391.75	$ 3,100.09
1474090030016	LT 69 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	$ 34,538.48	$ 595.29	$ 1,943.21	$ 169.83	$ 391.75	$ 3,100.09
1474090030017	LT 70 BLK 3 WOOD LEAF RESERVE SEC 2	Lot Type 3	$ 34,538.48	$ 595.29	$ 1,943.21	$ 169.83	$ 391.75	$ 3,100.09
1474090030018	RES F BLK 4 (DRAINAGE/LANDSCAPE/OPEN SPACE) WOOD LEAF RESERVE SEC 2	Non-Benefited	$ -	$ -	$ -	$ -	$ -	$ -
1474090040001	LT 1 BLK 7 WOOD LEAF RESERVE SEC 2	Lot Type 3	$ 34,538.48	$ 595.29	$ 1,943.21	$ 169.83	$ 391.75	$ 3,100.09
1474090040002	ROW-STREET WIDENING (DEDICATED PER PLAT) (NM) WOOD LEAF RESERVE SEC 2	Non-Benefited	$ -	$ -	$ -	$ -	$ -	$ -
1474090040003	ROW-ALL STREETS (DEDICATED PER PLAT) (NM) WOOD LEAF RESERVE SEC 2	Non-Benefited	$ -	$ -	$ -	$ -	$ -	$ -
Total			**$2,959,000.00**	**$ 51,000.00**	**$ 166,480.00**	**$ 14,550.00**	**$ 33,562.41**	**$ 265,592.41**

Footnotes:

[a] The Annual Collection Costs include a $60 per Lot Administrative Fee for the City of Tomball that equates to $4,680 for Improvement Area #2.

[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.

[c] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.

[d] The Annual Installment covers the period September 15, 2025 to September 14, 2026, and is due by January 31, 2026.

EXHIBIT G-2 – IMPROVEMENT AREA #2 TOTAL ANNUAL INSTALLMENTS

	Improvement Area #2 2024 Bonds				
Installment Due 1/31	Principal	Interest[a]	Additional Interest[b]	Annual Collection Costs	Total Installment[c]
2026	$ 51,000.00	$ 166,480.00	$ 14,550.00	$ 33,562.41	$ 265,592.41
2027	53,000.00	163,675.00	14,295.00	34,233.66	265,203.66
2028	55,000.00	160,760.00	14,030.00	34,918.33	264,708.33
2029	58,000.00	157,735.00	13,755.00	35,616.70	265,106.70
2030	60,000.00	154,545.00	13,465.00	36,329.03	264,339.03
2031	63,000.00	151,245.00	13,165.00	37,055.61	264,465.61
2032	66,000.00	147,780.00	12,850.00	37,796.72	264,426.72
2033	68,000.00	144,150.00	12,520.00	38,552.66	263,222.66
2034	71,000.00	140,410.00	12,180.00	39,323.71	262,913.71
2035	75,000.00	136,505.00	11,825.00	40,110.19	263,440.19
2036	78,000.00	132,380.00	11,450.00	40,912.39	262,742.39
2037	81,000.00	128,090.00	11,060.00	41,730.64	261,880.64
2038	85,000.00	123,635.00	10,655.00	42,565.25	261,855.25
2039	89,000.00	118,960.00	10,230.00	43,416.56	261,606.56
2040	93,000.00	114,065.00	9,785.00	44,284.89	261,134.89
2041	98,000.00	108,950.00	9,320.00	45,170.58	261,440.58
2042	102,000.00	103,560.00	8,830.00	46,074.00	260,464.00
2043	107,000.00	97,950.00	8,320.00	46,995.48	260,265.48
2044	112,000.00	92,065.00	7,785.00	47,935.39	259,785.39
2045	118,000.00	85,905.00	7,225.00	48,894.09	260,024.09
2046	124,000.00	79,120.00	6,635.00	49,871.98	259,626.98
2047	130,000.00	71,990.00	6,015.00	50,869.42	258,874.42
2048	137,000.00	64,515.00	5,365.00	51,886.80	258,766.80
2049	144,000.00	56,637.50	4,680.00	52,924.54	258,242.04
2050	151,000.00	48,357.50	3,960.00	53,983.03	257,300.53
2051	159,000.00	39,675.00	3,205.00	55,062.69	256,942.69
2052	168,000.00	30,532.50	2,410.00	56,163.94	257,106.44
2053	177,000.00	20,872.50	1,570.00	57,287.22	256,729.72
2054	186,000.00	10,695.00	685.00	58,432.97	255,812.97
Total	**$ 2,959,000.00**	**$ 3,051,240.00**	**$ 261,820.00**	**$ 1,301,960.88**	**$ 7,574,020.88**

Footnotes:

[a] Interest on the Improvement Area #2 Series 2024 Bonds is calculated at the actual rate of the Series 2024 Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT H-1 - IMPROVEMENT AREA #3 ASSESSMENT ROLL

			Improvement Area #3[b]					
Property ID	Legal Description	Lot Type	Outstanding Assessment [a],[b]	Principal	Interest	Additional Interest	Annual Collection Costs	Annual Installment Due 1/31/26[b],[c]
440580000285	TR 4R ABST 632 C V PILLOT	INITIAL PARCEL	$3,436,000.00	$ 55,000.00	$ 198,225.00	$ 17,180.00	$ 51,018.00	$321,423.00
Totals			**$3,436,000.00**	**$ 55,000.00**	**$ 198,225.00**	**$ 17,180.00**	**$ 51,018.00**	**$321,423.00**

Footnotes:

[a] Outstanding Assessment prior to 1/31/2026 Annual Installment.

[b] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.

[c] The Annual Installment covers the period September 15, 2025 to September 14, 2026, and is due by January 31, 2026.

EXHIBIT H-2 - IMPROVEMENT AREA #3 TOTAL ANNUAL INSTALLMENTS

	Improvement Area #3 2025 Bonds					
Installment Due 1/31	Principal	Interest [a]	Capitalized Interest	Additional Interest[b]	Annual Collection Costs	Total Installment[c]
2025	$ -	$ -	$ (63,321.88)	$ -	$ -	$ (63,321.88)
2026	55,000.00	198,225.00	-	17,180.00	51,018.00	321,423.00
2027	58,000.00	195,200.00	-	16,905.00	52,038.36	322,143.36
2028	60,000.00	192,010.00	-	16,615.00	53,079.13	321,704.13
2029	63,000.00	188,710.00	-	16,315.00	54,140.71	322,165.71
2030	65,000.00	185,245.00	-	16,000.00	55,223.52	321,468.52
2031	68,000.00	181,670.00	-	15,675.00	56,327.99	321,672.99
2032	71,000.00	177,930.00	-	15,335.00	57,454.55	321,719.55
2033	74,000.00	174,025.00	-	14,980.00	58,603.65	321,608.65
2034	77,000.00	169,955.00	-	14,610.00	59,775.72	321,340.72
2035	81,000.00	165,720.00	-	14,225.00	60,971.23	321,916.23
2036	84,000.00	161,265.00	-	13,820.00	62,190.66	321,275.66
2037	88,000.00	156,645.00	-	13,400.00	63,434.47	321,479.47
2038	92,000.00	151,805.00	-	12,960.00	64,703.16	321,468.16
2039	96,000.00	146,745.00	-	12,500.00	65,997.22	321,242.22
2040	101,000.00	141,465.00	-	12,020.00	67,317.17	321,802.17
2041	106,000.00	135,910.00	-	11,515.00	68,663.51	322,088.51
2042	111,000.00	130,080.00	-	10,985.00	70,036.78	322,101.78
2043	116,000.00	123,975.00	-	10,430.00	71,437.52	321,842.52
2044	121,000.00	117,595.00	-	9,850.00	72,866.27	321,311.27
2045	127,000.00	110,940.00	-	9,245.00	74,323.59	321,508.59
2046	134,000.00	103,320.00	-	8,610.00	75,810.06	321,740.06
2047	141,000.00	95,280.00	-	7,940.00	77,326.27	321,546.27
2048	149,000.00	86,820.00	-	7,235.00	78,872.79	321,927.79
2049	157,000.00	77,880.00	-	6,490.00	80,450.25	321,820.25
2050	165,000.00	68,460.00	-	5,705.00	82,059.25	321,224.25
2051	175,000.00	58,560.00	-	4,880.00	83,700.44	322,140.44
2052	184,000.00	48,060.00	-	4,005.00	85,374.45	321,439.45
2053	195,000.00	37,020.00	-	3,085.00	87,081.93	322,186.93
2054	205,000.00	25,320.00	-	2,110.00	88,823.57	321,253.57
2055	217,000.00	13,020.00	-	1,085.00	90,600.04	321,705.04
Total	**$ 3,436,000.00**	**$ 3,818,855.00**	**$ (63,321.88)**	**$ 325,710**	**$ 2,069,702.26**	**$ 9,586,945.38**

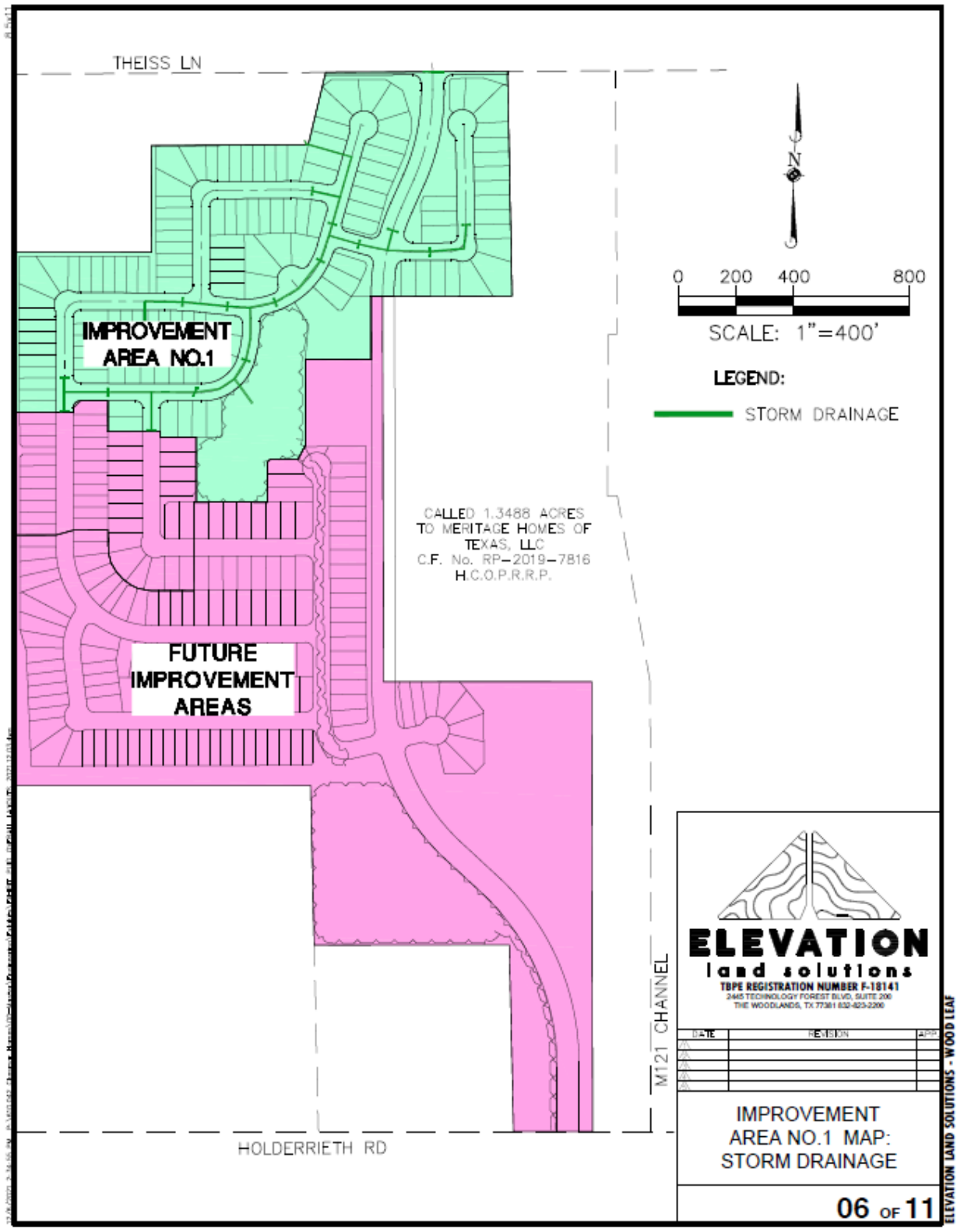
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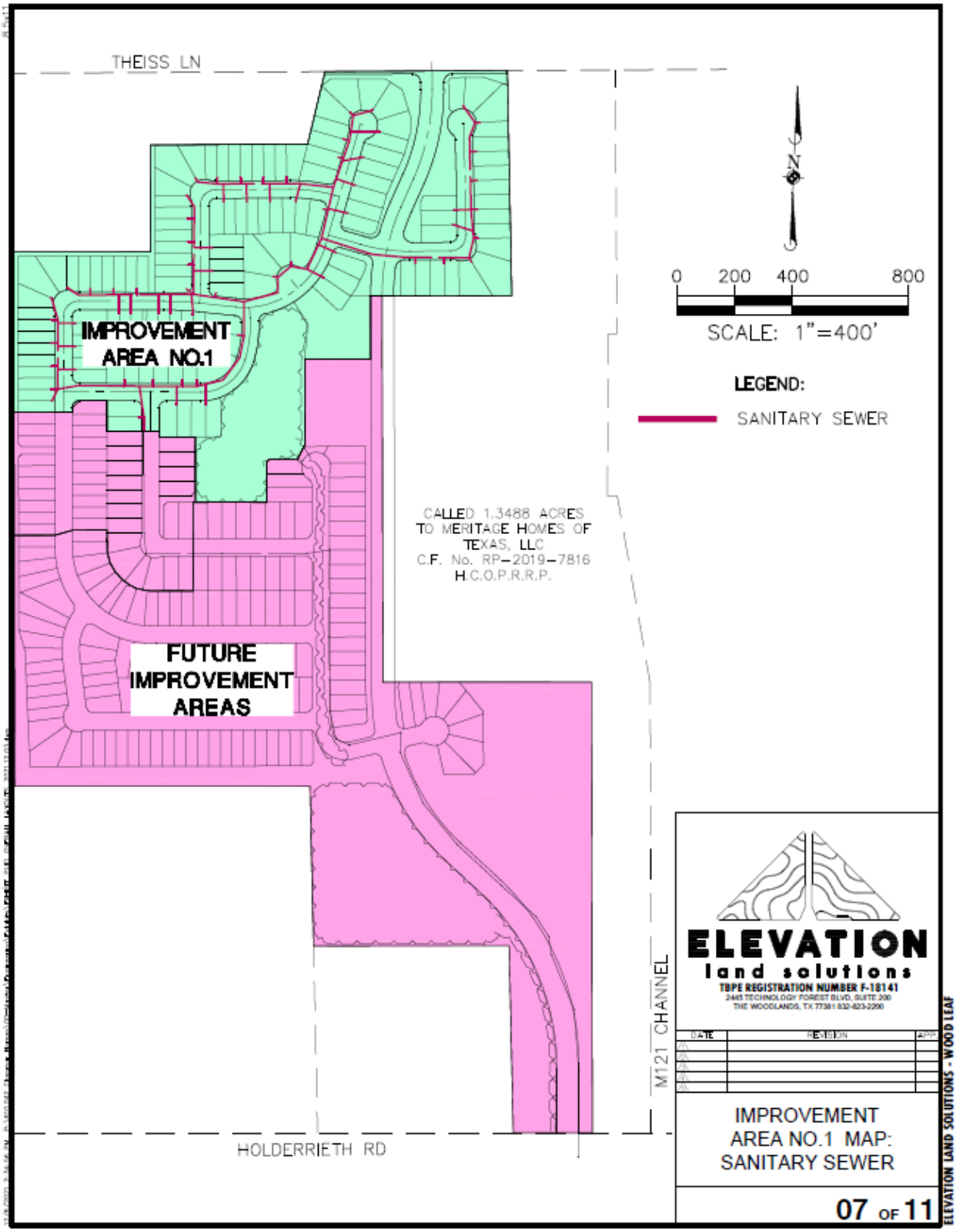
[a] Interest on the Improvement Area #3 Series 2025 Bonds is calculated at the actual rate of the Series 2025 Bonds.

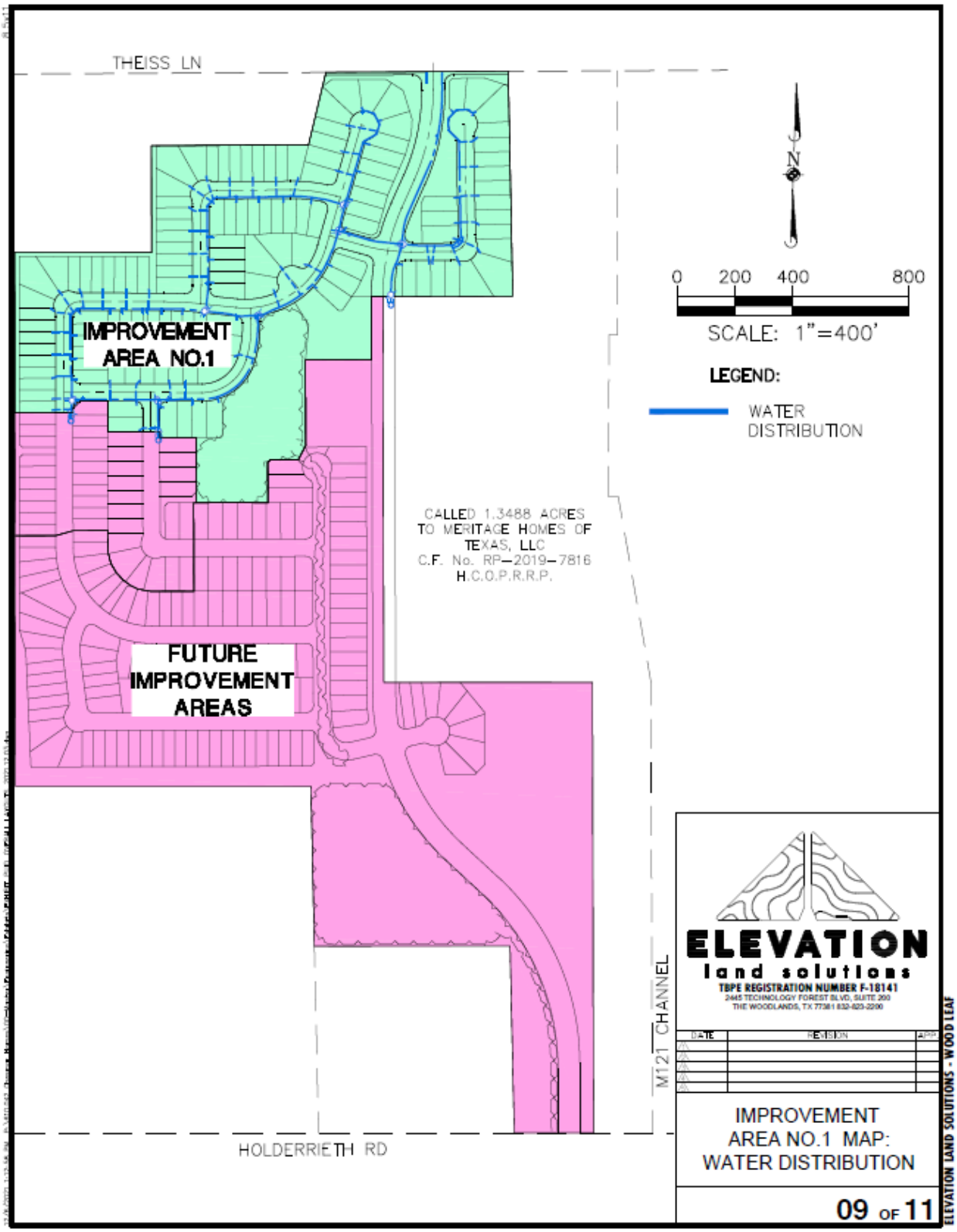
[b] Additional Interest is calculated at the Additional Interest Rate.

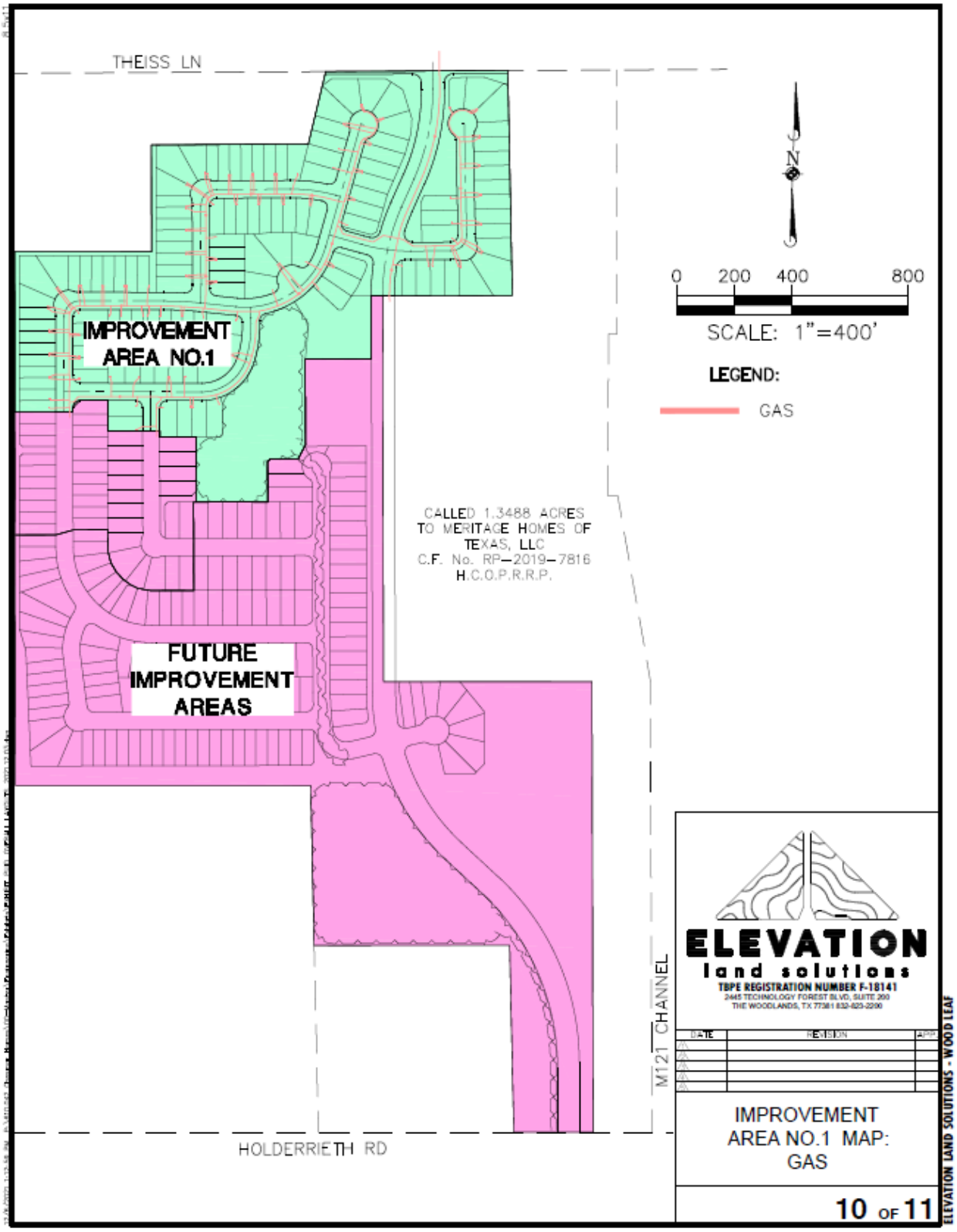
[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT I-1 – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS




THEISS LN
IMPROVEMENT AREA NO.1
FUTURE IMPROVEMENT AREAS
CALLED 1.3488 ACRES
TO MERITAGE HOMES OF TEXAS, LLC
C.F. No. RP-2019-7816
H.C.O.P.R.R.P.
M121 CHANNEL
HOLDERRIETH RD
N
0 200 400 800
SCALE: 1"=400'
LEGEND:
SANITARY SEWER
ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-18141
2445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200
DATE
REVISION
IMPROVEMENT AREA NO.1 MAP: SANITARY SEWER
07 OF 11
ELEVATION LAND SOLUTIONS - WOOD LEAF


THEISS LN
IMPROVEMENT AREA NO.1
FUTURE IMPROVEMENT AREAS
CALLED 1.3488 ACRES
TO MERITAGE HOMES OF TEXAS, LLC
C.F. No. RP-2019-7816
H.C.O.P.R.R.P.
M121 CHANNEL
HOLDERRIETH RD
N
0 200 400 800
SCALE: 1"=400'
LEGEND:
WATER DISTRIBUTION
ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-18141
2445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200
DATE
REVISION
APP
IMPROVEMENT AREA NO.1 MAP: WATER DISTRIBUTION
09 OF 11
ELEVATION LAND SOLUTIONS - WOOD LEAF


THEISS LN
IMPROVEMENT AREA NO.1
FUTURE IMPROVEMENT AREAS
CALLED 1.3488 ACRES
TO MERITAGE HOMES OF TEXAS, LLC
C.F. No. RP-2019-7816
H.C.O.P.R.R.P.
HOLDERRIETH RD
M121 CHANNEL
N
0 200 400 800
SCALE: 1"=400'
LEGEND:
GAS
ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-18141
2445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-623-2200
DATE
REVISION
IMPROVEMENT AREA NO.1 MAP: GAS
10 OF 11
ELEVATION LAND SOLUTIONS - WOOD LEAF

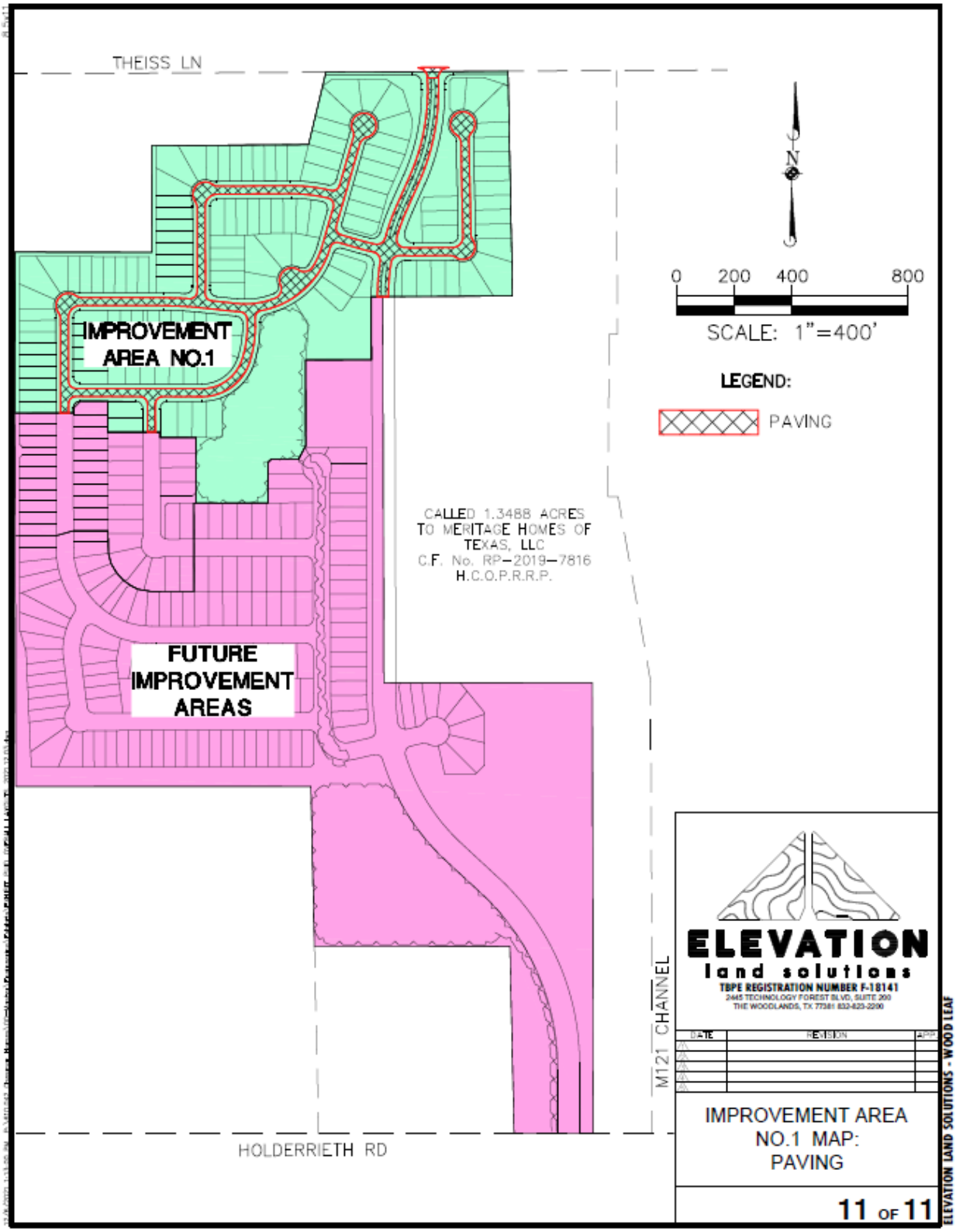
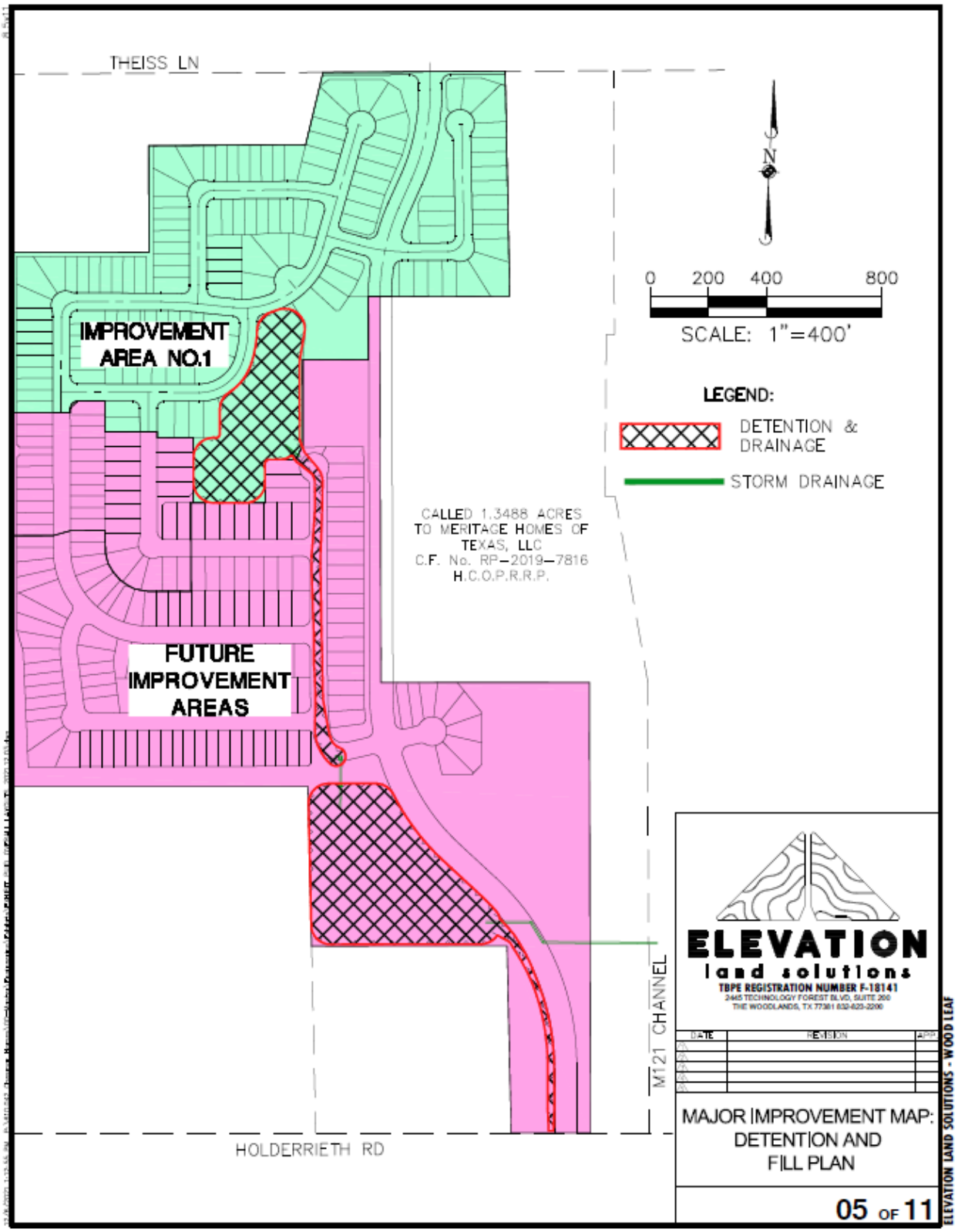
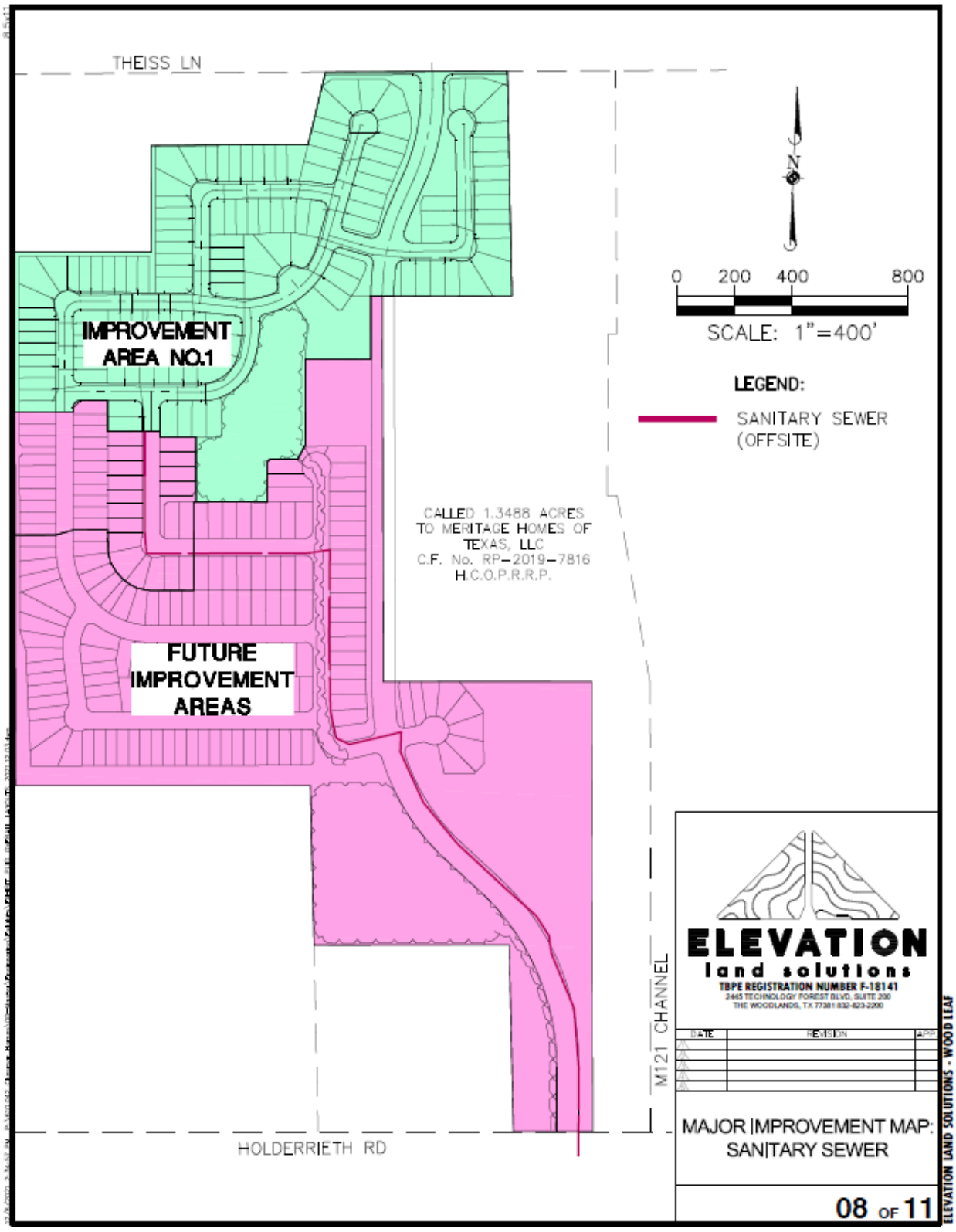

THEISS LN
IMPROVEMENT AREA NO.1
FUTURE IMPROVEMENT AREAS
CALLED 1.3488 ACRES
TO MERITAGE HOMES OF TEXAS, LLC
C.F. No. RP-2019-7816
H.C.O.P.R.R.P.
HOLDERRIETH RD
M121 CHANNEL
N
0 200 400 800
SCALE: 1"=400'
LEGEND:
PAVING
ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-18141
2445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-623-2200
DATE
REVISION
APP
IMPROVEMENT AREA NO.1 MAP: PAVING
11 OF 11
ELEVATION LAND SOLUTIONS - WOOD LEAF

EXHIBIT I-2 – MAPS OF MAJOR IMPROVEMENTS




THEISS LN
IMPROVEMENT AREA NO.1
FUTURE IMPROVEMENT AREAS
CALLED 1.3488 ACRES
TO MERITAGE HOMES OF TEXAS, LLC
C.F. No. RP-2019-7816
H.C.O.P.R.R.P.
M121 CHANNEL
HOLDERRIETH RD
N
0 200 400 800
SCALE: 1"=400'
LEGEND:
SANITARY SEWER (OFFSITE)
ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-18141
2445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200
DATE
REVISION
MAJOR IMPROVEMENT MAP:
SANITARY SEWER
08 OF 11
ELEVATION LAND SOLUTIONS - WOOD LEAF

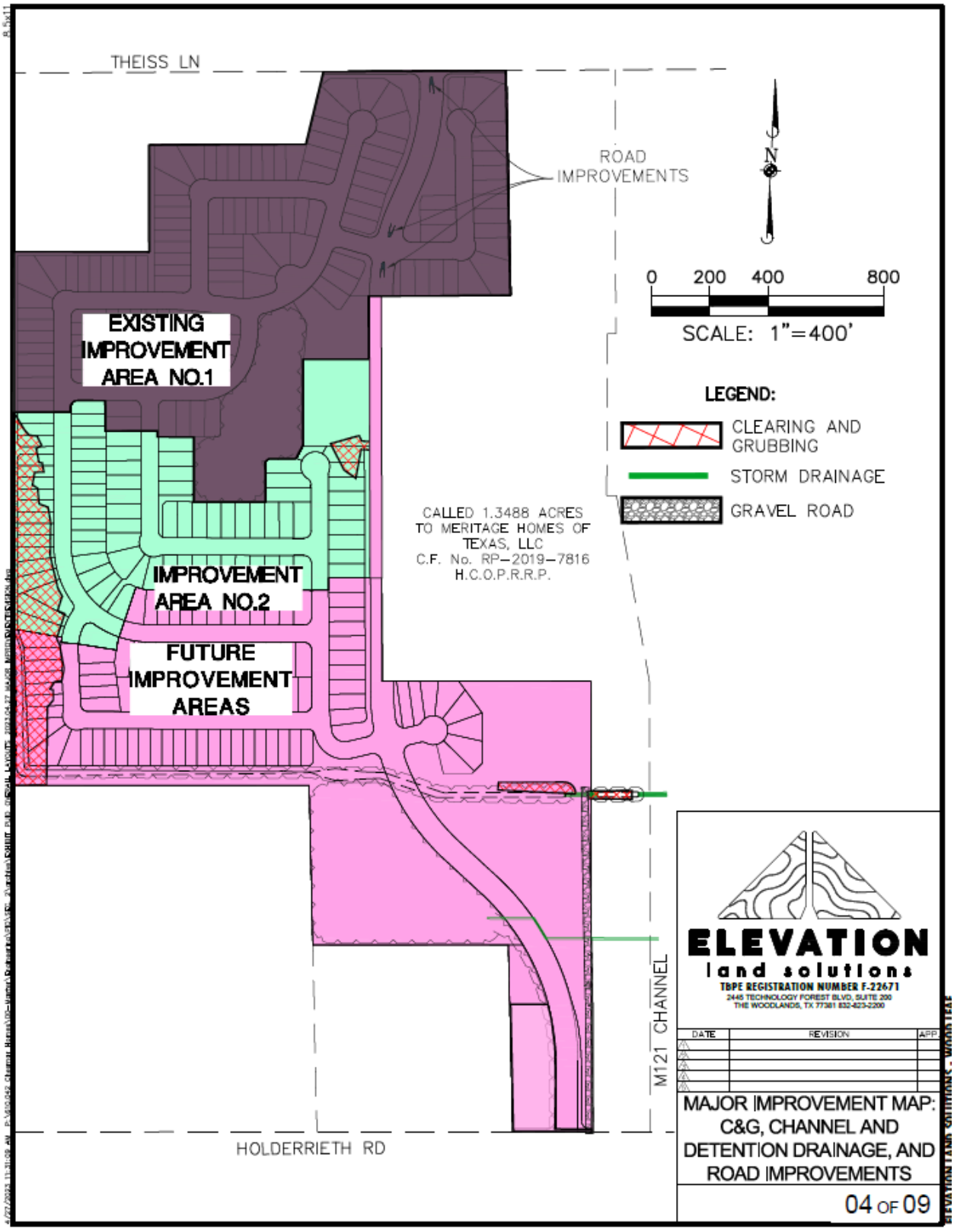
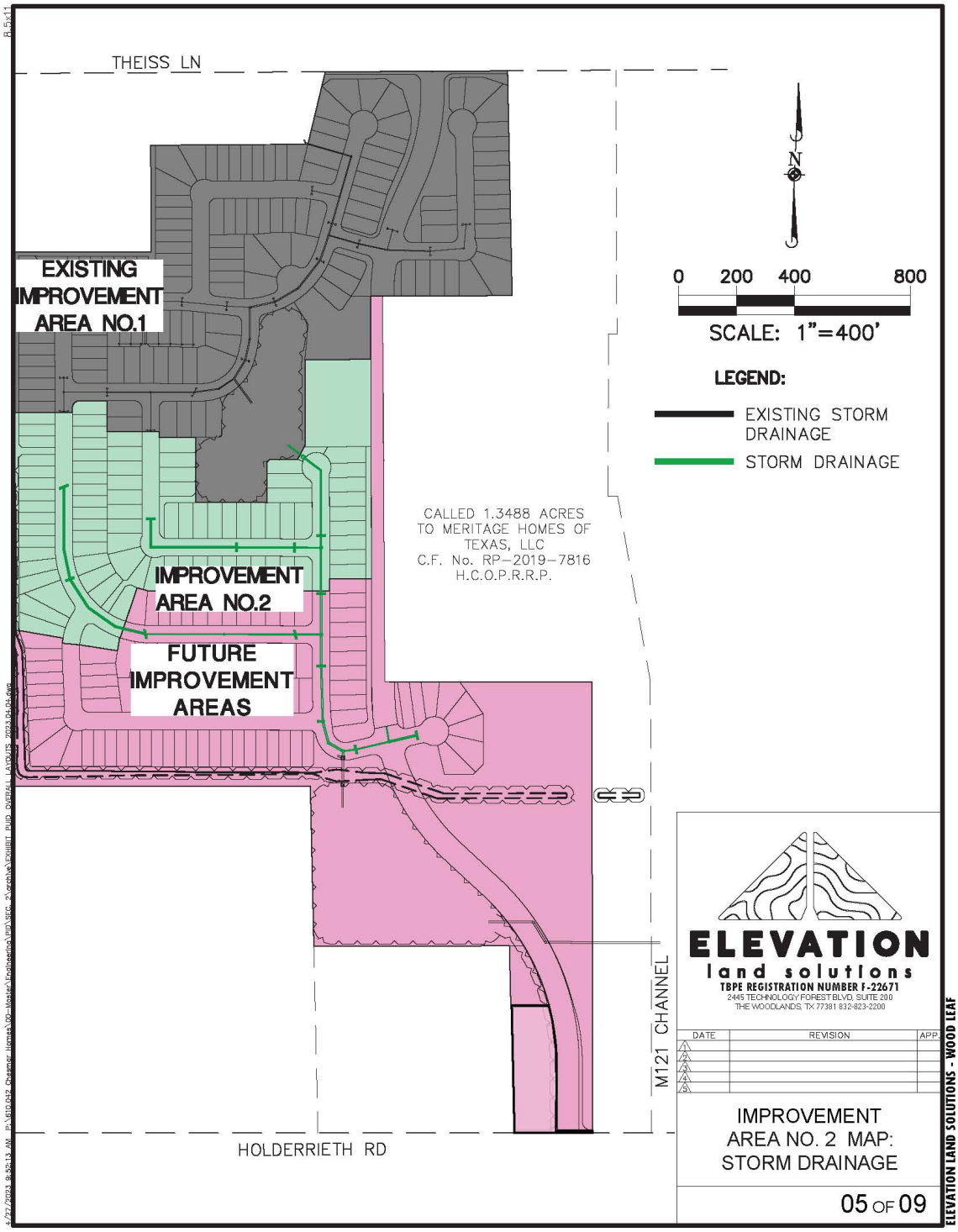
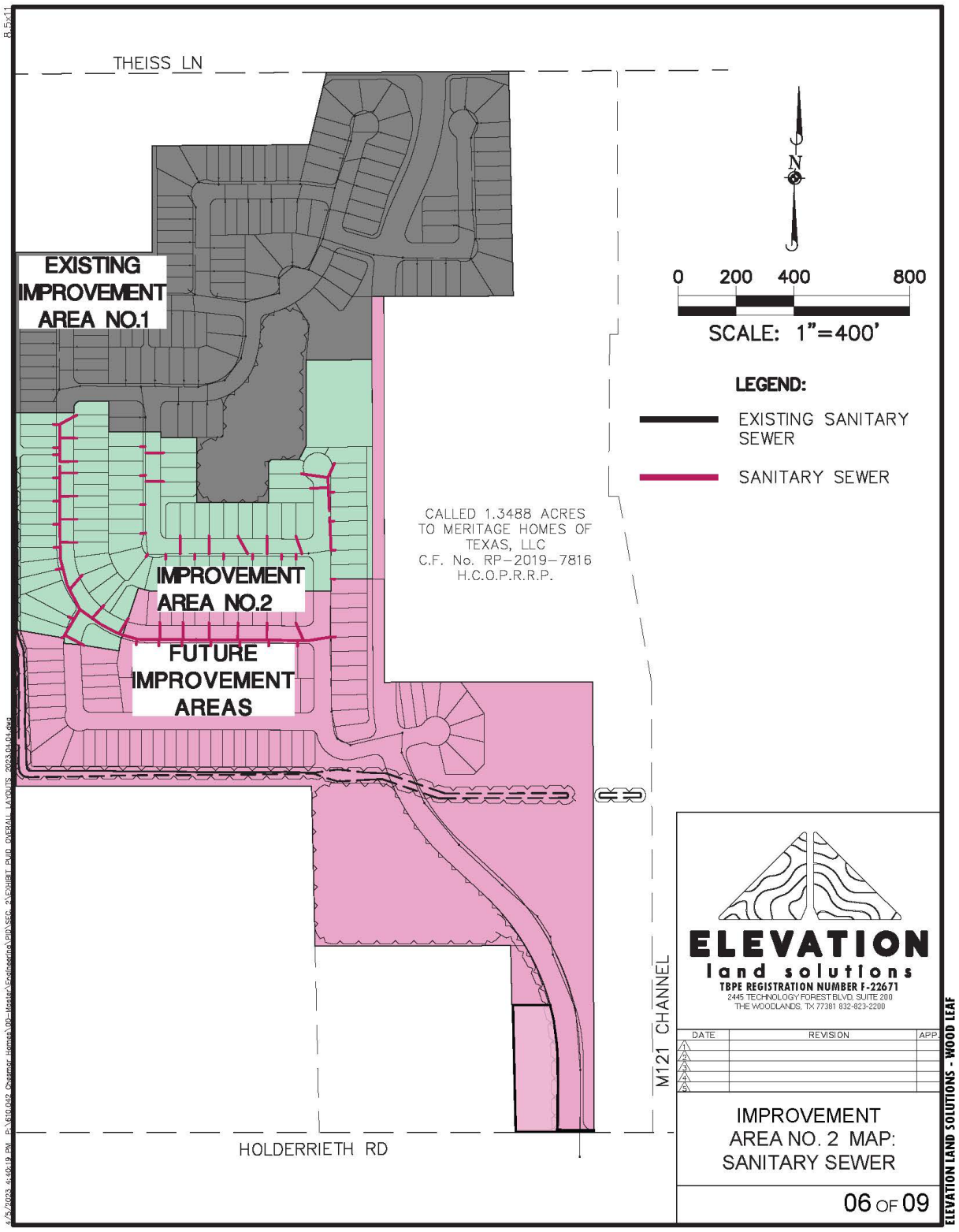
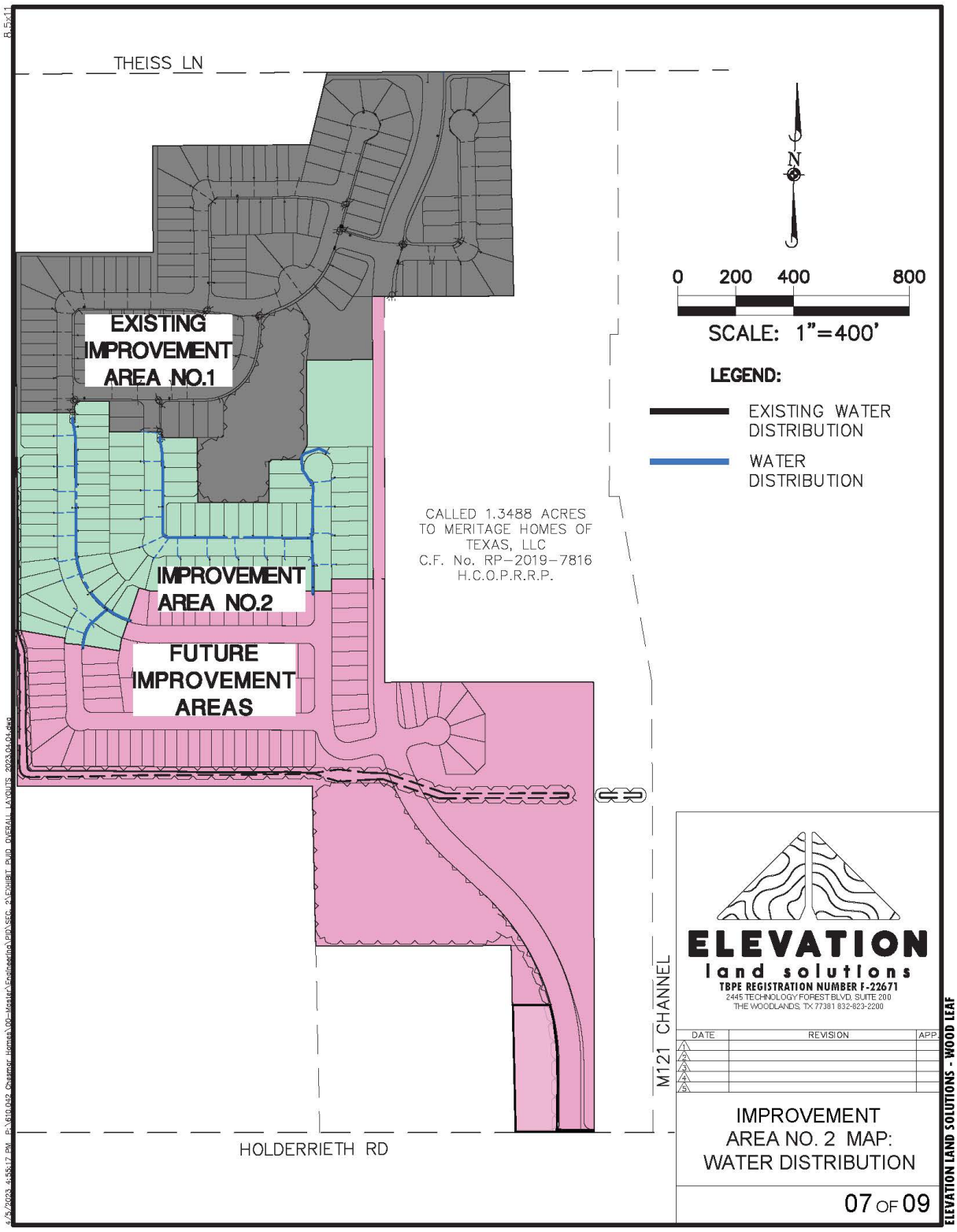
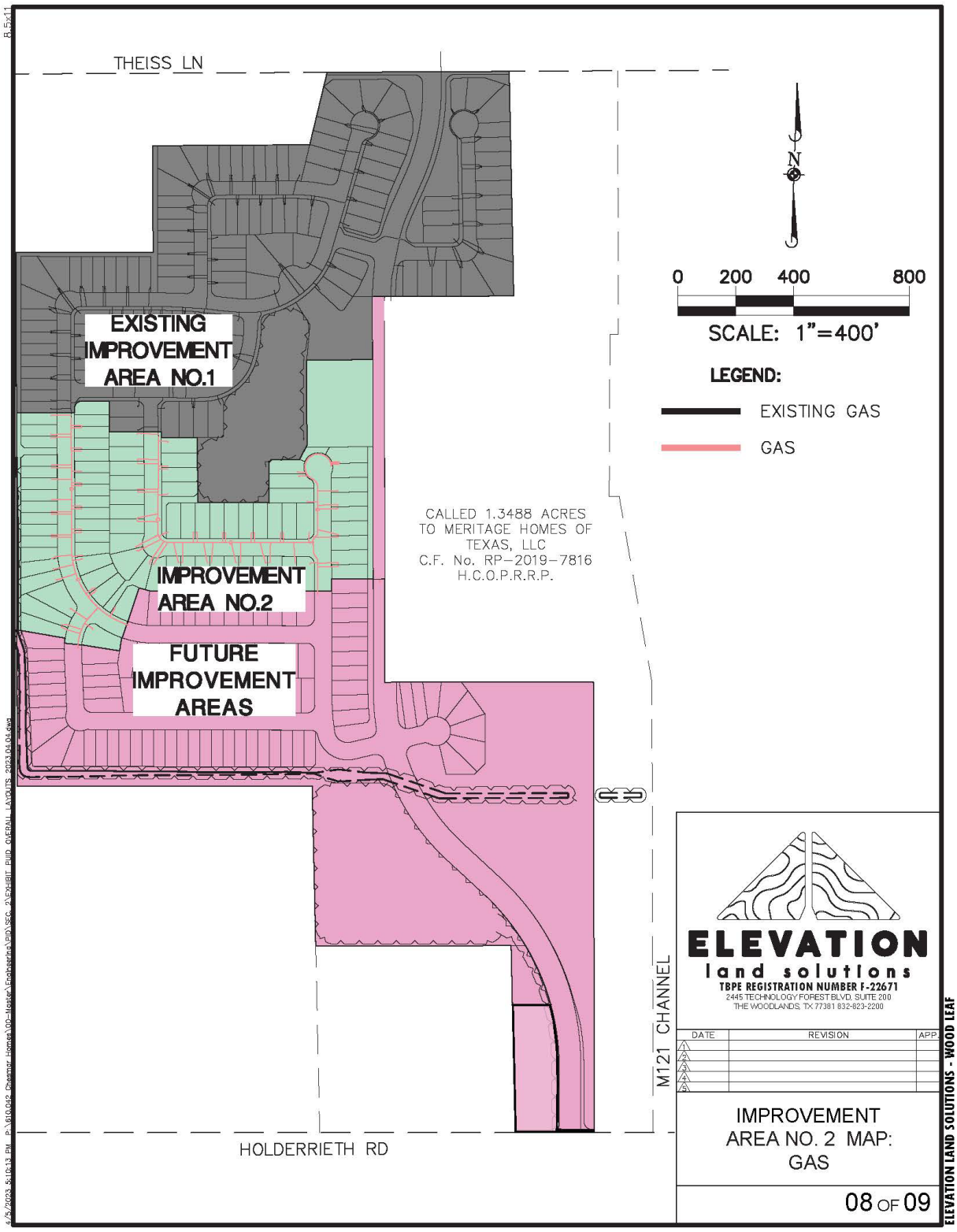

THEISS LN
ROAD IMPROVEMENTS
EXISTING IMPROVEMENT AREA NO.1
IMPROVEMENT AREA NO.2
FUTURE IMPROVEMENT AREAS
CALLED 1.3488 ACRES TO MERITAGE HOMES OF TEXAS, LLC C.F. No. RP-2019-7816 H.C.O.P.R.R.P.
M121 CHANNEL
HOLDERRIETH RD
N
0 200 400 800
SCALE: 1"=400'
LEGEND:
CLEARING AND GRUBBING
STORM DRAINAGE
GRAVEL ROAD
ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671
2445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200
DATE
REVISION
APP
MAJOR IMPROVEMENT MAP: C&G, CHANNEL AND DETENTION DRAINAGE, AND ROAD IMPROVEMENTS
04 OF 09

EXHIBIT I-3 – MAPS OF IMPROVEMENT AREA #2 IMPROVEMENTS




THEISS LN
EXISTING IMPROVEMENT AREA NO.1
IMPROVEMENT AREA NO.2
FUTURE IMPROVEMENT AREAS
CALLED 1.3488 ACRES TO MERITAGE HOMES OF TEXAS, LLC C.F. No. RP-2019-7816 H.C.O.P.R.R.P.
HOLDERRIETH RD
M121 CHANNEL
N
0 200 400 800
SCALE: 1"=400'
LEGEND:
EXISTING SANITARY SEWER
SANITARY SEWER
ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671
2445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200
DATE
REVISION
APP.
IMPROVEMENT AREA NO. 2 MAP: SANITARY SEWER
06 OF 09
ELEVATION LAND SOLUTIONS - WOOD LEAF


THEISS LN
EXISTING IMPROVEMENT AREA NO.1
IMPROVEMENT AREA NO.2
FUTURE IMPROVEMENT AREAS
CALLED 1.3488 ACRES
TO MERITAGE HOMES OF TEXAS, LLC
C.F. No. RP-2019-7816
H.C.O.P.R.R.P.
HOLDERRIETH RD
M121 CHANNEL
N
0 200 400 800
SCALE: 1"=400'
LEGEND:
EXISTING WATER DISTRIBUTION
WATER DISTRIBUTION
ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671
2445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200
DATE
REVISION
APP.
IMPROVEMENT AREA NO. 2 MAP: WATER DISTRIBUTION
07 OF 09
ELEVATION LAND SOLUTIONS - WOOD LEAF


THEISS LN
EXISTING IMPROVEMENT AREA NO.1
IMPROVEMENT AREA NO.2
FUTURE IMPROVEMENT AREAS
CALLED 1.3488 ACRES
TO MERITAGE HOMES OF TEXAS, LLC
C.F. No. RP-2019-7816
H.C.O.P.R.R.P.
HOLDERRIETH RD
M121 CHANNEL
N
0 200 400 800
SCALE: 1"=400'
LEGEND:
EXISTING GAS
GAS
ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671
2445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200
DATE
REVISION
APP.
IMPROVEMENT AREA NO. 2 MAP: GAS
08 OF 09
ELEVATION LAND SOLUTIONS - WOOD LEAF

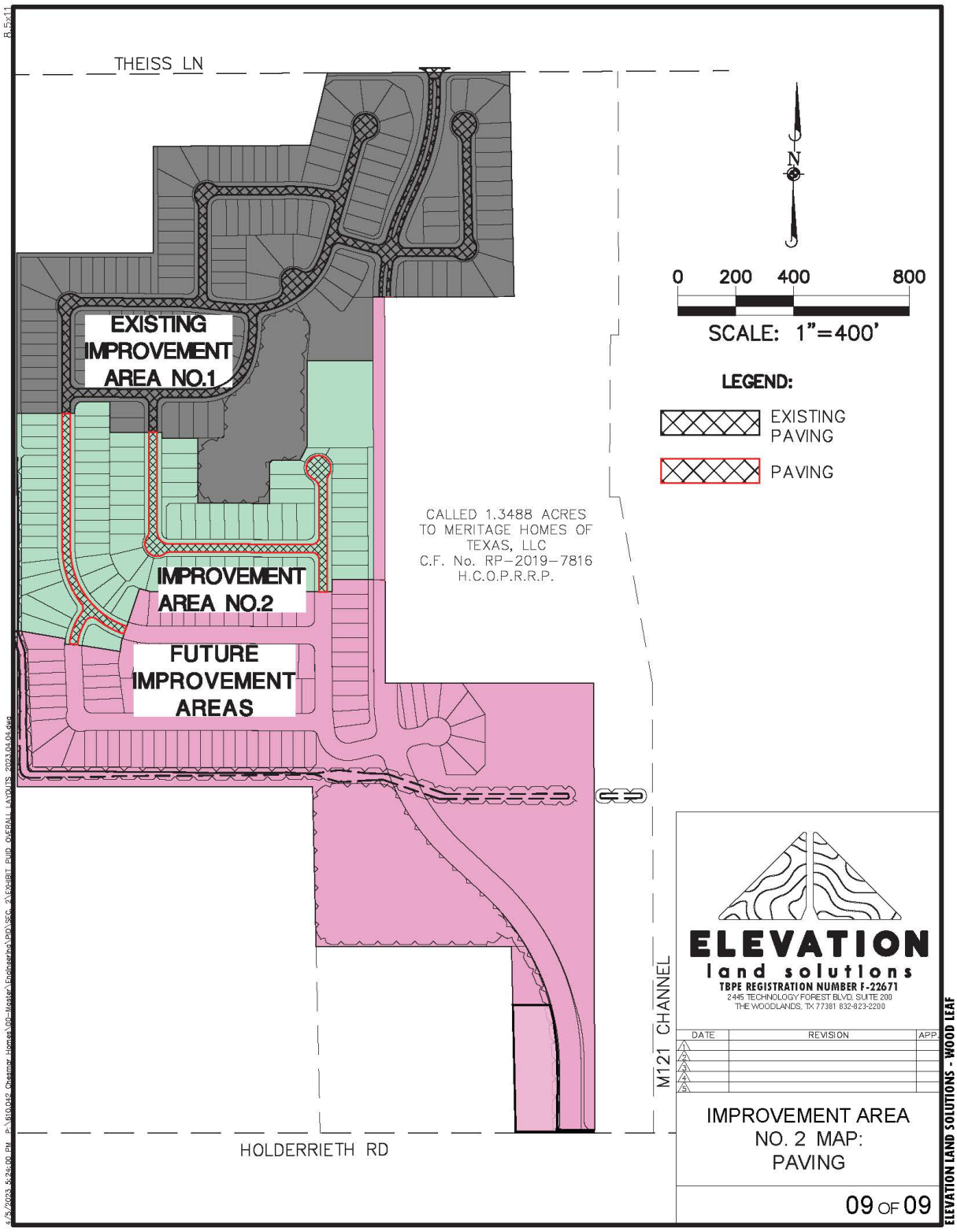
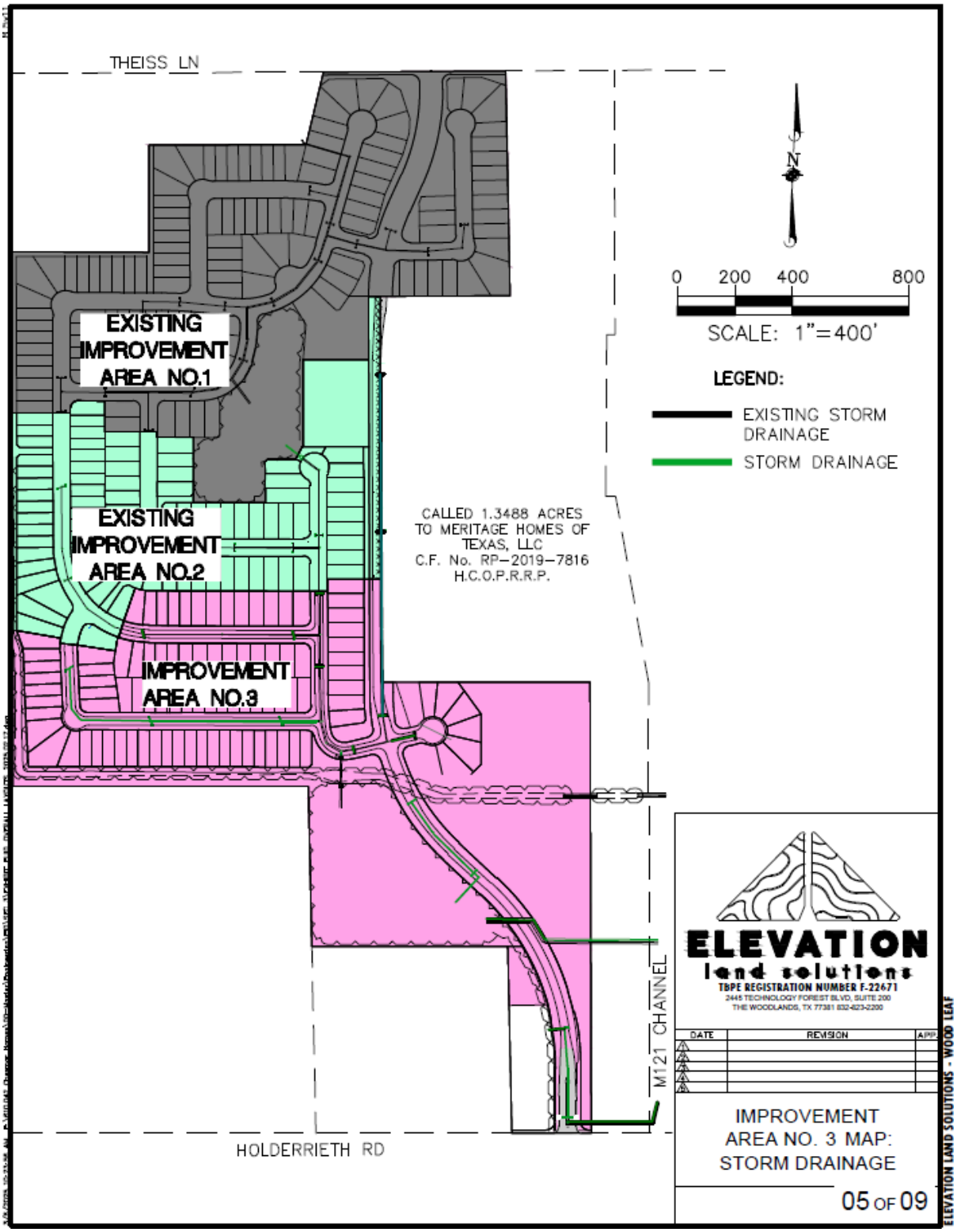
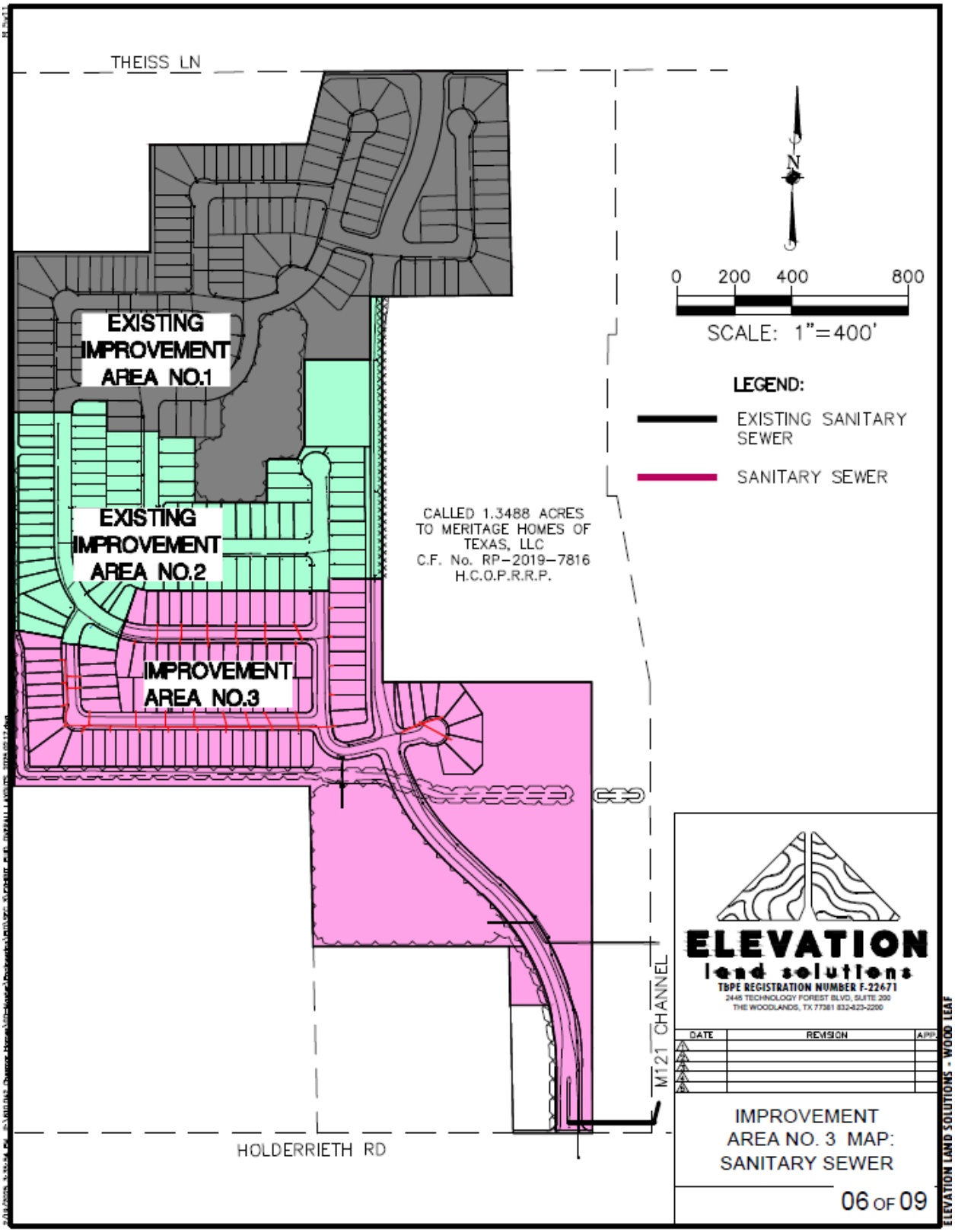
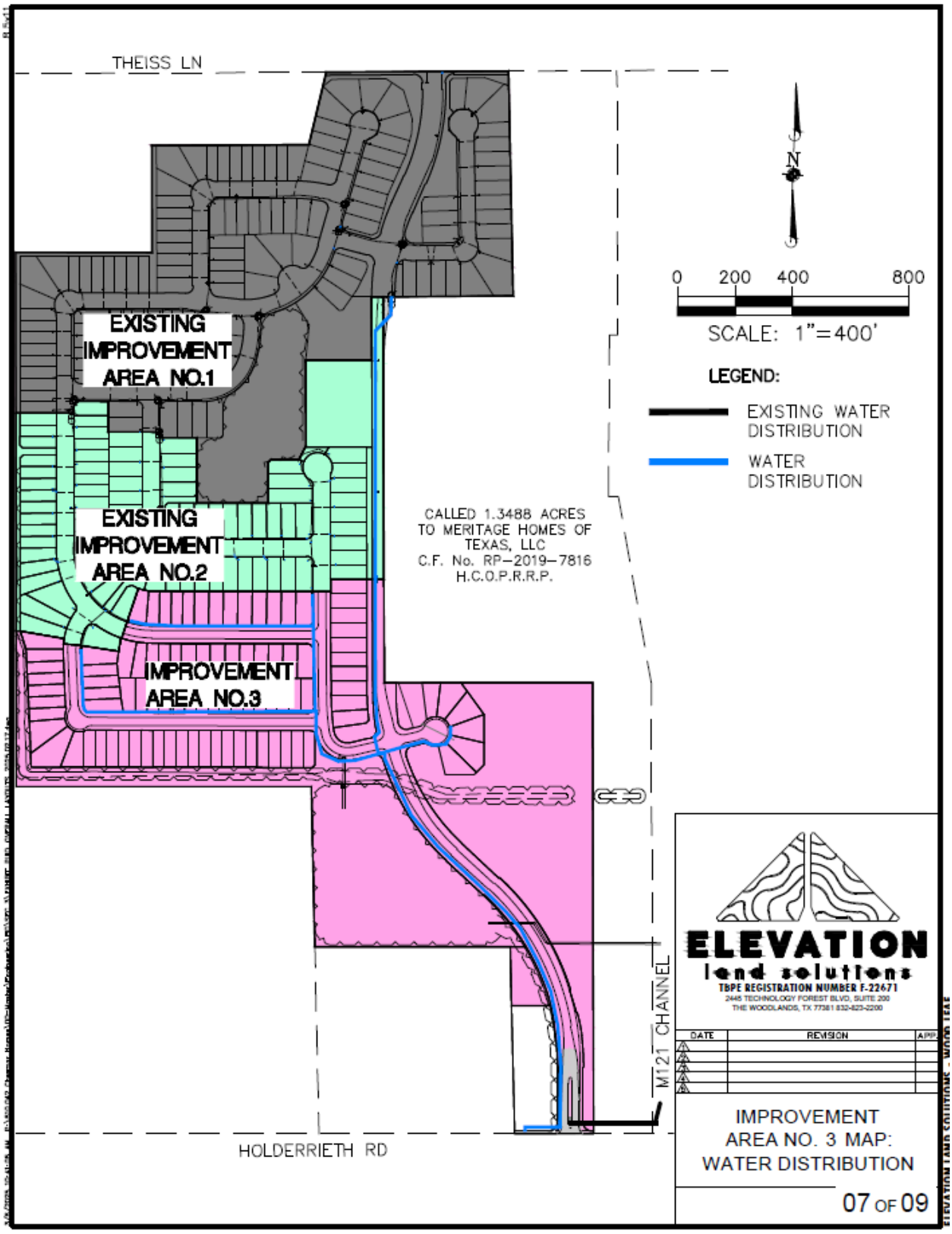
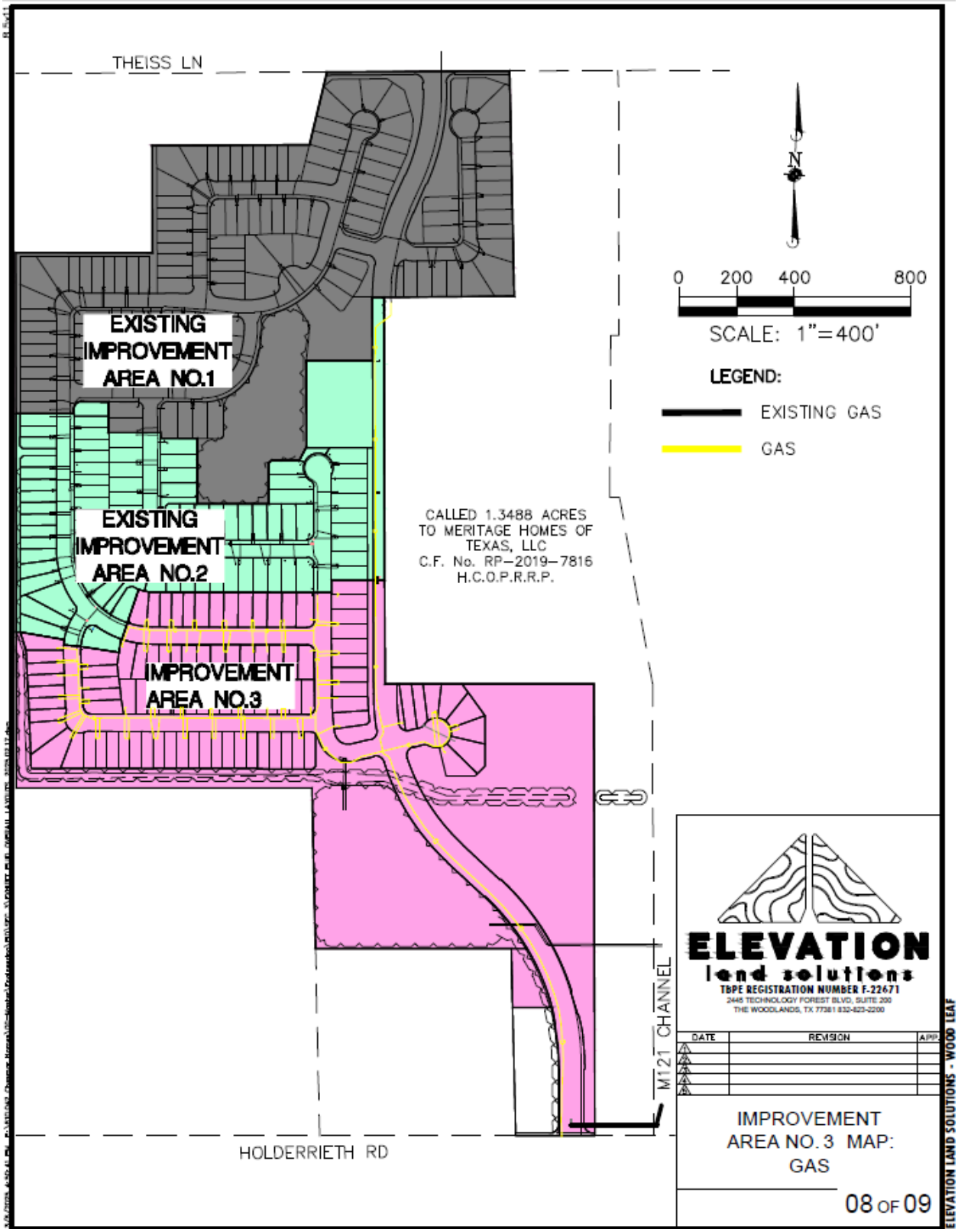

THEISS LN
EXISTING IMPROVEMENT AREA NO.1
IMPROVEMENT AREA NO.2
FUTURE IMPROVEMENT AREAS
CALLED 1.3488 ACRES
TO MERITAGE HOMES OF TEXAS, LLC
C.F. No. RP-2019-7816
H.C.O.P.R.R.P.
HOLDERRIETH RD
M121 CHANNEL
N
0 200 400 800
SCALE: 1"=400'
LEGEND:
EXISTING PAVING
PAVING
ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671
2445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200
DATE
REVISION
APP.
IMPROVEMENT AREA NO. 2 MAP: PAVING
09 OF 09
ELEVATION LAND SOLUTIONS - WOOD LEAF

EXHIBIT I-4 – MAPS OF IMPROVEMENT AREA #3 IMPROVEMENTS




THEISS LN
EXISTING IMPROVEMENT AREA NO.1
EXISTING IMPROVEMENT AREA NO.2
IMPROVEMENT AREA NO.3
CALLED 1.3488 ACRES
TO MERITAGE HOMES OF
TEXAS, LLC
C.F. No. RP-2019-7816
H.C.O.P.R.R.P.
M121 CHANNEL
HOLDERRIETH RD
N
0 200 400 800
SCALE: 1"=400'
LEGEND:
EXISTING SANITARY SEWER
SANITARY SEWER
ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671
2445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200
DATE
REVISION
APP.
IMPROVEMENT AREA NO. 3 MAP: SANITARY SEWER
06 OF 09
ELEVATION LAND SOLUTIONS - WOOD LEAF


THEISS LN
EXISTING IMPROVEMENT AREA NO.1
EXISTING IMPROVEMENT AREA NO.2
IMPROVEMENT AREA NO.3
CALLED 1.3488 ACRES
TO MERITAGE HOMES OF
TEXAS, LLC
C.F. No. RP-2019-7816
H.C.O.P.R.R.P.
M121 CHANNEL
HOLDERRIETH RD
N
0 200 400 800
SCALE: 1"=400'
LEGEND:
EXISTING WATER DISTRIBUTION
WATER DISTRIBUTION
ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671
2445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200
DATE
REVISION
IMPROVEMENT AREA NO. 3 MAP: WATER DISTRIBUTION
07 OF 09


THEISS LN
EXISTING IMPROVEMENT AREA NO.1
EXISTING IMPROVEMENT AREA NO.2
IMPROVEMENT AREA NO.3
CALLED 1.3488 ACRES
TO MERITAGE HOMES OF TEXAS, LLC
C.F. No. RP-2019-7816
H.C.O.P.R.R.P.
M121 CHANNEL
HOLDERRIETH RD
N
0 200 400 800
SCALE: 1"=400'
LEGEND:
EXISTING GAS
GAS
ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671
2445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200
DATE
REVISION
IMPROVEMENT AREA NO. 3 MAP: GAS
08 OF 09
ELEVATION LAND SOLUTIONS - WOOD LEAF

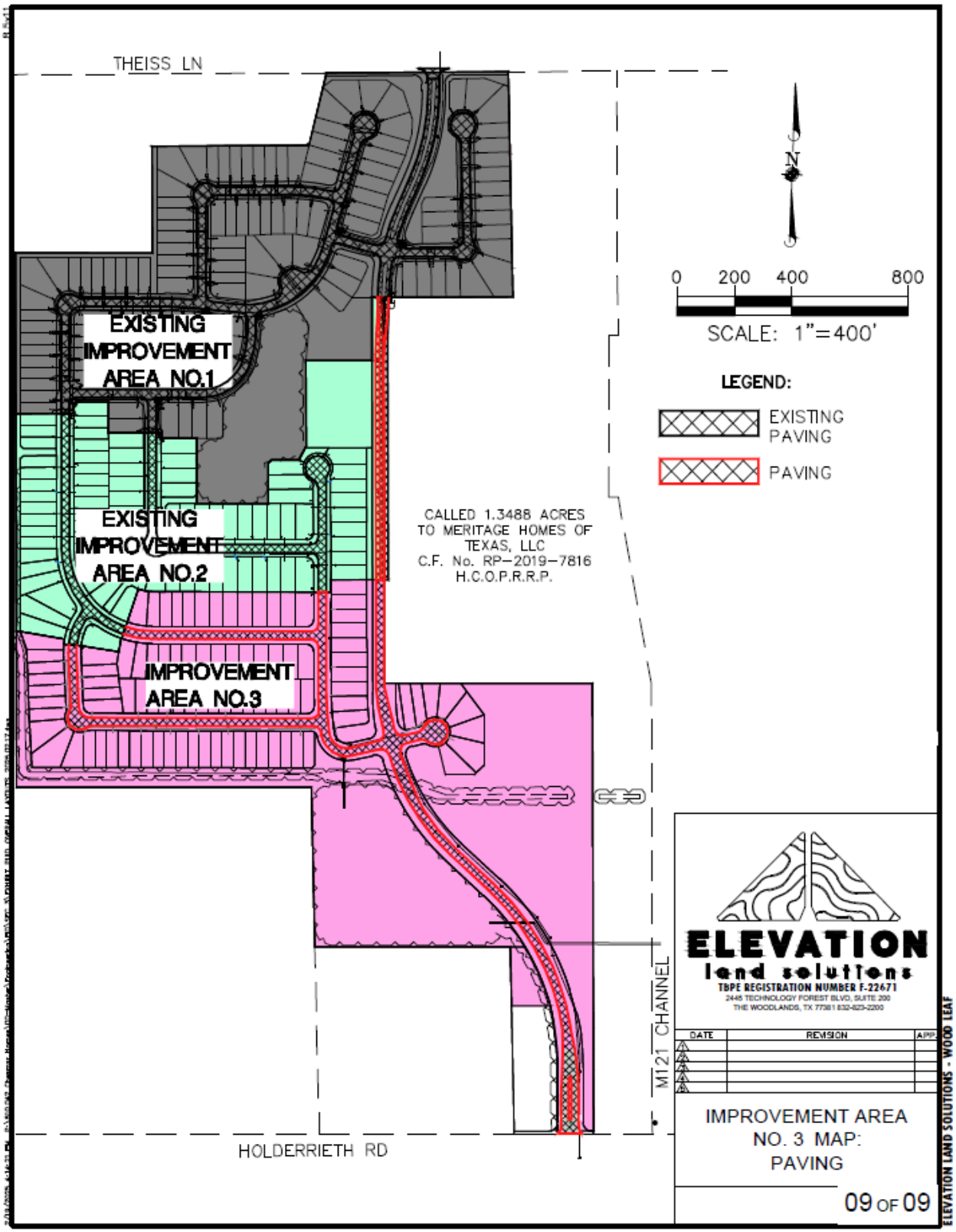

THEISS LN
EXISTING IMPROVEMENT AREA NO.1
EXISTING IMPROVEMENT AREA NO.2
IMPROVEMENT AREA NO.3
CALLED 1.3488 ACRES
TO MERITAGE HOMES OF
TEXAS, LLC
C.F. No. RP-2019-7816
H.C.O.P.R.R.P.
HOLDERRIETH RD
M121 CHANNEL
N
0 200 400 800
SCALE: 1"=400'
LEGEND:
EXISTING PAVING
PAVING
ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671
2445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200
DATE
REVISION
IMPROVEMENT AREA NO. 3 MAP: PAVING
09 OF 09
ELEVATION LAND SOLUTIONS - WOOD LEAF

EXHIBIT J – NOTICE OF PID ASSESSMENT LIEN TERMINATION

P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Harris County Civil Courthouse
Honorable [County Clerk Name]
201 Caroline, Suite 310
Houston, Texas 77002

Re: **City of Tomball Lien Release documents for filing**

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Tomball is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of Tomball
Attn: [City Secretary]
401 Market Street
Tomball, Texas 77375

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
P: (817)393-0353
admin@p3-works.com

AFTER RECORDING RETURN TO:

[City Secretary]
City of Tomball
401 Market Street
Tomball, Texas 77375

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

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

THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN (this "Full Release") is executed and delivered as of the Effective Date by the City of Tomball, Texas.

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "City Council") of the City of Tomball, Texas (hereinafter referred to as the "City "), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the City; and

WHEREAS, on or about January 18, 2021, the City Council for the City, approved Resolution No. 2021-04, creating the Wood Leaf Reserve Public Improvement District; and

WHEREAS, the Wood Leaf Reserve Public Improvement District consists of approximately 90.54 contiguous acres located within the City; and

WHEREAS, on or about_____, ____, the City Council, approved Ordinance No. _____, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within the Wood Leaf Reserve Public Improvement District; and

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of $____.__ (hereinafter referred to as the "Lien Amount") for the following property:

[legal description], a subdivision in Harris County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Harris County, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the property owners of the Property have paid unto the City the Lien Amount.

RELEASE

NOW THEREFORE, the City, the owner and holder of the Lien, as established by Ordinance No. _____, which levied the Assessment in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

EXECUTED to be **EFFECTIVE** this the _____ day of _____, 20__.

CITY OF TOMBALL, TEXAS,

By: _____
[Name], [Title]

ATTEST:

_____
[Secretary Name], City Secretary

STATE OF TEXAS **§**
§
COUNTY OF HARRIS **§**

This instrument was acknowledged before me on the ____ day of _____, 20__, by [Name], [Title] for the City of Tomball, Texas, on behalf of said municipality.

_____
Notary Public, State of Texas

EXHIBIT K-1 – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #1 BONDS

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Bonds:

Year Ending (September 30)	Principal	Interest	Total
2023	$ 90,000.00	$ 227,386.14	$ 317,386.14
2024	71,000.00	246,826.26	317,826.26
2025	73,000.00	243,453.76	316,453.76
2026	76,000.00	239,986.26	315,986.26
2027	79,000.00	236,376.26	315,376.26
2028	82,000.00	232,623.76	314,623.76
2029	86,000.00	228,421.26	314,421.26
2030	90,000.00	224,013.76	314,013.76
2031	94,000.00	219,401.26	313,401.26
2032	98,000.00	214,583.76	312,583.76
2033	102,000.00	209,561.26	311,561.26
2034	108,000.00	203,568.76	311,568.76
2035	114,000.00	197,223.76	311,223.76
2036	120,000.00	190,526.26	310,526.26
2037	126,000.00	183,476.26	309,476.26
2038	133,000.00	176,073.76	309,073.76
2039	140,000.00	168,260.00	308,260.00
2040	148,000.00	160,035.00	308,035.00
2041	156,000.00	151,340.00	307,340.00
2042	165,000.00	142,175.00	307,175.00
2043	174,000.00	132,481.26	306,481.26
2044	183,000.00	122,258.76	305,258.76
2045	194,000.00	111,507.50	305,507.50
2046	205,000.00	100,110.00	305,110.00
2047	216,000.00	88,066.26	304,066.26
2048	229,000.00	75,376.26	304,376.26
2049	242,000.00	61,922.50	303,922.50
2050	256,000.00	47,705.00	303,705.00
2051	270,000.00	32,665.00	302,665.00
2052	286,000.00	16,802.50	302,802.50
Total	**$4,406,000.00**	**$4,884,207.58**	**$9,290,207.58**

EXHIBIT K-2 – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #2 BONDS

Final

City of Tomball

Special Assessment Revenue Bonds
Wood Leaf Reserve PID Improvement Area #2
Series 2024

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I
09/30/2024	-	-	21,146.88	21,146.88
09/30/2025	49,000.00	5.500%	169,175.00	218,175.00
09/30/2026	51,000.00	5.500%	166,480.00	217,480.00
09/30/2027	53,000.00	5.500%	163,675.00	216,675.00
09/30/2028	55,000.00	5.500%	160,760.00	215,760.00
09/30/2029	58,000.00	5.500%	157,735.00	215,735.00
09/30/2030	60,000.00	5.500%	154,545.00	214,545.00
09/30/2031	63,000.00	5.500%	151,245.00	214,245.00
09/30/2032	66,000.00	5.500%	147,780.00	213,780.00
09/30/2033	68,000.00	5.500%	144,150.00	212,150.00
09/30/2034	71,000.00	5.500%	140,410.00	211,410.00
09/30/2035	75,000.00	5.500%	136,505.00	211,505.00
09/30/2036	78,000.00	5.500%	132,380.00	210,380.00
09/30/2037	81,000.00	5.500%	128,090.00	209,090.00
09/30/2038	85,000.00	5.500%	123,635.00	208,635.00
09/30/2039	89,000.00	5.500%	118,960.00	207,960.00
09/30/2040	93,000.00	5.500%	114,065.00	207,065.00
09/30/2041	98,000.00	5.500%	108,950.00	206,950.00
09/30/2042	102,000.00	5.500%	103,560.00	205,560.00
09/30/2043	107,000.00	5.500%	97,950.00	204,950.00
09/30/2044	112,000.00	5.500%	92,065.00	204,065.00
09/30/2045	118,000.00	5.750%	85,905.00	203,905.00
09/30/2046	124,000.00	5.750%	79,120.00	203,120.00
09/30/2047	130,000.00	5.750%	71,990.00	201,990.00
09/30/2048	137,000.00	5.750%	64,515.00	201,515.00
09/30/2049	144,000.00	5.750%	56,637.50	200,637.50
09/30/2050	151,000.00	5.750%	48,357.50	199,357.50
09/30/2051	159,000.00	5.750%	39,675.00	198,675.00
09/30/2052	168,000.00	5.750%	30,532.50	198,532.50
09/30/2053	177,000.00	5.750%	20,872.50	197,872.50
09/30/2054	186,000.00	5.750%	10,695.00	196,695.00
Total	**$3,008,000.00**	-	**$3,241,561.88**	**$6,249,561.88**

Series 2024 IA 2 - FINAL | SINGLE PURPOSE | 7/ 1/2024 | 11:26 AM

HilltopSecurities
Public Finance

Page 5

EXHIBIT K-3 - DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #3 BONDS

EXHIBIT L-1 – DISTRICT BOUNDARY DESCRIPTION

A **METES & BOUNDS** description of a certain 90.54 acre (3,943,901 square feet) tract of land situated in the Claude N. Pillot Survey, Abstract No. 632 in Harris County, Texas, being all of the remainder of a called 2.84 acre tract (Tract I) conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP- 2020-405995, Harris County Official Public Records of Real Property, also being all of the remainder of a called 5.00 acre tract (Tract II) conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, also being all of a called 1.13 acre tract (Tract III) conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, also being all of a called 18.334 acre tract (Tract IV) conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, also being all of a called 4.990 acre tract (Tract V) conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, also being a portion of a called 61.013 acre tract conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP-2020-407771, Harris County Official Public Records of Real Property; said 90.54 acre (3,943,901 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment:

BEGINNING at a 2-inch iron pipe found, being the most westerly northwest corner of the herein described tract, being the most westerly northwest corner of said called 61.013 acre tract, also being the southwest corner of a called 6.7133 acre tract conveyed to Worldwide Rock Enterprises, L.P., by deed recorded in Clerk's File No. 20150562448, Harris County Official Public Records of Real Property, also being on the east line of Restricted Reserve "A", Replat of Wal-Mart Tomball, by plat recorded in Clerk's File No. W008922, Harris County Map Records;

THENCE, North 87°45'25" East, 472.90 feet along the south line of said called 6.7133 acre tract to a 1-inch iron pipe found, being the southeast corner of said called 6.7133 acre tract;

THENCE, North 02°26'51" West, 368.19 feet along the east line of said called 6.7133 acre tract to a 5/8-inch iron rod (with cap) found, being the most northerly northwest corner of said called 61.013 acre tract;

THENCE, North 87°17'42" East, 542.42 feet to a 5/8-inch iron rod (with cap) found, being the southeast corner of a called 1.167 acre tract (Tract 2) conveyed to Alejandro and Apolinar Gomez by deed recorded in Clerk's File No. RP-2020-410875, Harris County Official Public Records of Real Property;

THENCE, North 11°11'31" East, 257.21 feet to a point for corner, being the northeast corner of said called 1.167 acre tract (Tract 2), from which a 5/8-inch iron rod (with cap) found bears North 11°11'31" East, 0.41 feet;
THENCE, North 87°21'24" East, 629.28 feet to a point for the northeast corner of the herein described tract, being the northeast corner of said Tract V, also being the northwest corner of a called 39.03 acre tract conveyed to Meritage Homes of Texas, LLC, by deed recorded in Clerk's File No. RP-2019-7816, Harris County Official Public Records of Real Property, from which a 5/8-inch iron rod (with cap) found bears North 03°29'29" West, 0.92 feet;

THENCE, along the west line of said called 39.03 acre tract, the following five (5) courses and distances:

1. South 03°29'29" East, 776.09 feet to a 1/2-inch iron rod found;

2. South 87°21'07" West, 448.18 feet to a 5/8-inch iron rod found;

3. South 02°27'59" East, 1,331.96 feet to a 1/2-inch iron rod found;

4. North 87°39'22" East, 720.29 feet to a 1/2-inch iron rod found;

5. South 02°27'41" East, 1,545.47 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set for the southeast corner of the herein described tract, being 10 feet north of and parallel to the north right-of-way line of Holderrieth Road (width varies per Volume 816, Page 359, and Volume 1036, Page 256, Harris County Deed Records);

THENCE, South 87°39'37" West, 10 feet north of and parallel to said north right-of-way line of Holderrieth Road, 129.42 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being the beginning of a curve to the left;

THENCE, along said curve to the left in a northerly direction, with a radius of 30.00 feet, a central angle of 40°10'02", an arc length of 21.03 feet, and a chord bearing of North 17°44'38" East, 20.60 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;

THENCE, North 02°20'23" West, 198.70 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being the beginning of a curve to the left;

THENCE, along said curve to the left in a northerly direction, with a radius of 810.05 feet, a central angle of 15°17'16", an arc length of 216.14 feet, and a chord bearing of North 09°59'01" West, 215.50 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;

THENCE, South 87°39'37" West, 132.30 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being on the east line of a called 0.6462 acre tract (Tract 2) conveyed to Alejandro Gomez

and Apolinar Gomez by deed recorded in Clerk's File No. 20060092123, Harris County Official Public Records of Real Property;

THENCE, North 03°36'41" West, 204.00 feet along said east line of said called 0.6462 acre tract to the northeast corner of said called 0.6462 acre tract, from which a 1-inch iron pipe found bears North 22°52'28" West, 1.14 feet;

THENCE, South 87°37'15" West, along the north line of said called 0.6462 acre tract, at a distance of 100.11 feet passing a 1/2-inch iron rod found, being the northwest corner of said called 0.6462 acre tract, also being the northeast corner of the remainder of a called 10.0 acre tract conveyed to Walter John Rumfolo and wife, Lucille Rumfolo, by deed recorded in Clerk's File No. D055346, Harris County Official Public Records, continuing along the north line of said called 10.0 acre tract for a total distance of 675.32 feet to a 3/8-inch iron rod found, being the northwest corner of said remainder of said called 10.0 acre tract, also being on the east line of a called 25.950 acre tract conveyed to Maple Group, Ltd., by deed recorded in Clerk's File No. X273577, Harris County Official Public Records of Real Property;

THENCE, North 03°35'52" West, 551.72 feet along said east line of said called 25.950 acre tract to a 5/8-inch iron rod (with cap) found, being the northeast corner of said called 25.950 acre tract;

THENCE, South 87°39'58" West, 1,019.61 feet along the north line of said called 25.950 acre tract to a point for corner, being the northwest corner of said called 25.950 acre tract, also being on the east line of a called 1.3488 acre tract conveyed to Gordon Bruce Glanville by deed recorded in Clerk's File No. P064837, Harris County Official Public Records of Real Property, from which a 5/8-inch iron rod (with cap) found bears South 87°39'58" West, 1.07 feet;

THENCE, North 02°26'12" West, at a distance of 766.87 feet passing a 1/2-inch iron rod found, being the northeast corner of a called 5.0074 acre tract conveyed to Alvin W. Theis and wife, Thelma Theis, by deed recorded in Clerk's File No. J142169, Harris County Official Public Records of Real Property, also being the southeast corner of a called 4.9837 acre tract conveyed to Tractor Supply Co. of Texas, LP, by deed recorded in Clerk's File No. 20140022360, Harris County Official Public Records of Real Property, at a distance of 1,726.03 feet passing a 1/2-inch iron rod inside of a 2" iron pipe found on said east line of Restricted Reserve "A", Replat of Wal-Mart Tomball, in all a distance of 1,844.67 feet to the **POINT OF BEGINNING, CONTAINING** 90.54 acres (3,943,901 square feet) of land in Montgomery County, Texas, filed in the office of Manhard Consulting, Ltd. In The Woodlands, Texas.

EXHIBIT L-2 – IMPROVEMENT AREA #1 BOUNDARY DESCRIPTION

Chesmar Homes, LLC
33.4418 acres

Claude N. Pillot Survey
Abstract No. 632

STATE OF TEXAS §

COUNTY OF HARRIS §

A **METES & BOUNDS** description of a certain 33.4418 acre (1,456,725 square feet) tract of land situated in the Claude N. Pillot Survey, Abstract No. 632, in Harris County, Texas, being all of Wood Leaf Reserve Section 1 according to the plat thereof recorded in Clerk's File No. RP-2021-200807, Harris County Official Public Records of Real Property, being a portion of the remainder of a called 2.84 acre tract (Tract I) conveyed to Chesmar Homes, LLC, a Texas Limited Liability Company by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, being a portion of the remainder of a called 5.00 acre tract (Tract II) conveyed to Chesmar Homes, LLC, a Texas Limited Liability Company by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, being a portion of a called 18.334 acre tract (Tract IV) conveyed to Chesmar Homes, LLC, a Texas Limited Liability Company by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, being all of a called 4.990 acre tract (Tract V) conveyed to Chesmar Homes, LLC, a Texas Limited Liability Company by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, and being a portion of a called 61.013 acre tract conveyed to Chesmar Homes, LLC, a Texas Limited Liability Company by deed recorded in Clerk's File No. RP-2020-407771, Harris County Official Public Records of Real Property; said 33.4418 acre (1,456,725 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment:

BEGINNING at a 5/8-inch iron rod (with cap) found, being the northwest corner of said called 61.013 acre tract and being on the east line of a called 6.7133 acre tract conveyed to Worldwide Rock Enterprises, L.P. by deed recorded in Clerk's File No. 20150562448, Harris County Official Public Records;

THENCE, North 87°17'42" East, 542.42 feet to a 5/8-inch iron rod (with cap) found, being the southeast corner of a called 1.167 acre tract (Tract 2) conveyed to Maritia LP, an Arizona Limited Partnership, by deed recorded in Clerk's File No. RP-2020-410875, Harris County Official Public Records of Real Property;

THENCE, North 11°11'31" East, 257.21 feet to a 5/8-inch iron rod (with cap) found, being the northeast corner of said called 1.167 acre tract and being on the south right-of-way line of Theis Lane (60 foot right-of way per based on a width of 60 feet) recorded in Clerk's File No. J558545 and Clerk's File No. S551096, Harris County Official Public Records of Real Property;

THENCE, along the south right-of-way line of said Theis Lane, North 87°21'24" East, 629.28 feet to a 5/8-inch iron rod (with cap) found, being the northeast corner of said called 4.990 acre tract (Tract V), being the northwest corner of a called 39.03 acre tract conveyed to Meritage Homes of Texas, LLC by deed recorded in Clerk's File No. RP-2019-7816, Harris County Official Public Records of Real Property, and being the northeast corner of the herein described tract;

THENCE, South 03°29'29" East, 776.09 feet to a 1/2-inch iron rod found, being the southeast corner of said called 4.990 acre tract (Tract V);

THENCE, South 87°21'07" West, 408.18 feet to a 5/8-inch iron rod (with cap) found, being on an interior line of said called 18.334 acre tract (Tract IV);

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THENCE, South 87°32'01" West, at 40.00 feet passing a 5/8-inch iron rod found, being an exterior corner of said called 39.0554 acre tract and being an interior corner of said called 18.334 acre tract (Tract IV), and continuing for a total distance of 80.00 feet to a 5/8-inch iron rod (with cap) found, being on the north line of the remainder of said called 18.334 acre tract (Tract IV);

THENCE, along the north line of the remainder of said called 18.334 acre tract (Tract IV), the following nine (9) courses and distances:

1. South 02°27'59" East, 217.82 feet to a 5/8-inch iron rod (with cap) found;
2. South 87°31'54" West, 227.76 feet to a 5/8-inch iron rod (with cap) found;
3. South 02°28'06" East, 295.16 feet to a 5/8-inch iron rod (with cap) found;
4. South 25°22'36" West, 54.93 feet to a 5/8-inch iron rod (with cap) found;
5. South 87°48'00" West, 95.46 feet to a 5/8-inch iron rod (with cap) found;
6. South 42°40'08" West, 14.11 feet to a 5/8-inch iron rod (with cap) found;
7. South 02°27'43" East, 140.00 feet to a 5/8-inch iron rod (with cap) found;
8. South 87°48'00" West, 247.32 feet to a 5/8-inch iron rod (with cap) found;
9. North 02°24'47" West, 225.00 feet to a 5/8-inch iron rod (with cap) found, being on the north line of the remainder of said called 61.013 acre tract;

THENCE, along the north line of the remainder of said called 61.013 acre tract, the following eight (8) courses and distances:

1. South 87°48'00" West, 125.00 feet to a 5/8-inch iron rod (with cap) found;
2. North 02°24'47" West, 19.46 feet to a 5/8-inch iron rod (with cap) found;
3. South 87°35'13" West, 180.00 feet to a 5/8-inch iron rod (with cap) found;
4. North 02°24'47" West, 106.21 feet to a 5/8-inch iron rod (with cap) found;
5. South 87°48'00" West, 94.91 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the left;
6. Along said curve to the left in a southwesterly direction, with a radius of 25.00 feet, a central angle of 90°12'47", an arc length of 39.36 feet, and a chord bearing South 42°41'37" West, 35.42 feet to a 5/8-inch iron rod (with cap) found;
7. South 02°24'47" East, 15.69 feet to a 5/8-inch iron rod (with cap) found;

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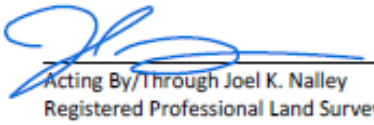
8. South 87°35'13" West, 200.54 feet to a 5/8-inch iron rod (with cap) found, being on the west line of said called 61.013 acre tract, being on the east line of Restricted Reserve "A" of Replat Wal-Mart Tomball recorded in Film Code No. 519114, Harris County Map Records, and being the southwest corner of the herein described tract;

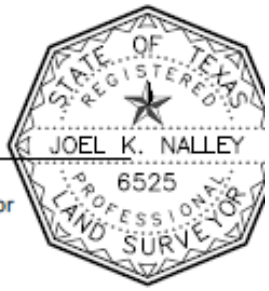
THENCE, North 02°26'12" West, 555.32 feet to a 2-inch iron pipe found, being on the east line of said Restricted Reserve "A", being an exterior corner of said called 61.013 acre tract, and being the southwest corner of said called 6.7133 acre tract;

THENCE, North 87°45'25" East, 472.90 feet to a 1-inch iron pipe found, being the southeast corner of said called 6.7133 acre tract, being an interior corner of said called 61.013 acre tract;

THENCE, North 02°26'51" West, 368.19 feet to the **POINT OF BEGINNING, CONTAINING** 33.4418 acres (1,456,725 square feet) of land in Harris County, Texas, filed in the offices of Elevation Land Solutions in The Woodlands, Texas.

Elevation Land Solutions
2445 Technology Forest Blvd, Suite #200
The Woodlands, Texas 77381
(832) 823-2200
Texas Board of Professional Engineers & Land Surveyors Firm Reg. No. 10194692





Acting By/Through Joel K. Nalley
Registered Professional Land Surveyor
No. 6525
jnalley@elevationlandsolutions.com

12/17/2021

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EXHIBIT L-3 – IMPROVEMENT AREA #2 BOUNDARY DESCRIPTION

Chesmar Homes, LLC
18.02 acres Wood Leaf Reserve Section 2

Claude N. Pillot Survey
Abstract No. 632

STATE OF TEXAS §

COUNTY OF HARRIS §

A **METES & BOUNDS** description of a certain 18.02 acre (784,734 square feet) tract of land situated in the Claude N. Pillot Survey, Abstract No. 632, in Harris County, Texas, being a portion of a called 1.13 acre tract (Tract III) conveyed to Chesmar Homes, LLC, a Texas limited liability company, by deed recorded in Clerk's File No. RP-2020405995, Harris County Official Public Records of Real Property, being a portion of the remainder of a called 61.013 acre tract conveyed to Chesmar Homes, LLC, a Texas limited liability company, by deed recorded in Clerk's File No. RP-2020-407771, Harris County Official Public Records of Real Property, and being a portion of the remainder of a called 18.334 acre tract (Tract IV) conveyed to Chesmar Homes, LLC, a Texas limited liability company, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property; said 18.02 acre (784,734 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment:

BEGINNING at a 5/8-inch iron rod (with cap) found, being the southwest corner of Restricted Reserve F of Wood Leaf Reserve Section 1 according to the plat thereof recorded in Film Code No. 694636, Harris County Map Records, being on the west line of said called 61.013 acre tract, being on the east line of Restricted Reserve "A" of Wal-Mart Tomball according to the plat thereof recorded in Film Code No. 519114, Harris County Map Records, and being the northwest corner of the herein described tract;

THENCE, along the south line of said Wood Leaf Reserve Section 1, the following eighteen (18) courses and distances:

1. North 87°35'13" East, 200.54 feet to a 5/8-inch iron rod (with cap) found;
2. North 02°24'47" West, 15.69 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the right;
3. Along said curve to the right in a northeasterly direction, with a radius of 25.00 feet, a central angle of 90°12'47", an arc length of 39.36 feet, and a chord bearing North 42°41'37" East, 35.42 feet to a 5/8-inch iron rod (with cap) found;
4. North 87°48'00" East, 94.91 feet to a 5/8-inch iron rod (with cap) found;
5. South 02°24'47" East, 106.21 feet to a 5/8-inch iron rod (with cap) found;
6. North 87°35'13" East, 180.00 feet to a 5/8-inch iron rod (with cap) found;
7. South 02°24'47" East, 19.46 feet to a 5/8-inch iron rod (with cap) found;
8. North 87°48'00" East, 125.00 feet to a 5/8-inch iron rod (with cap) found;
9. South 02°24'47" East, 225.00 feet to a 5/8-inch iron rod (with cap) found;

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10. North 87°48'00" East, 247.32 feet to a 5/8-inch iron rod (with cap) found;
11. North 02°27'43" West, 140.00 feet to a 5/8-inch iron rod (with cap) found;
12. North 42°40'08" East, 14.11 feet to a 5/8-inch iron rod (with cap) found;
13. North 87°48'00" East, 95.46 feet to a 5/8-inch iron rod (with cap) found;
14. North 25°22'36" East, 54.93 feet to a 5/8-inch iron rod (with cap) found;
15. North 02°28'06" West, 295.16 feet to a 5/8-inch iron rod (with cap) found;
16. North 87°31'54" East, 227.76 feet to a 5/8-inch iron rod (with cap) found;
17. North 02°27'59" West, 217.82 feet to a 5/8-inch iron rod (with cap) found;
18. North 87°32'01" East, 40.00 feet to a 5/8-inch iron rod (with cap) found, being on the east line of said called 18.334 acre tract (Tract IV), being in the centerline of School Street (based on a width of 80-feet) recorded in Film Code No. 694636, Harris County Map Records, being on the west right-of-way line of School Road (based on a width of 40-feet) recorded in Film Code No. 694782, Harris County Map Records, and being the northeast corner of the herein described tract;

THENCE, South 02°27'59" East, along the east line of said called 18.334 acre tract (Tract IV) and along the west right-of-way line of said School Road, 974.84 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, and being the southeast corner of the herein described tract;

THENCE, South 87°32'17" West, 183.90 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, South 02°27'43" East, 41.98 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, South 87°32'17" West, 60.00 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, South 87°48'00" West, 569.09 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, North 77°12'01" West, 37.28 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, South 16°17'58" West, 182.00 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, being the beginning of a curve to the right;

THENCE, along said curve to the right in a westerly direction, with a radius of 330.00 feet, a central angle of 00°21'33", an arc length of 2.07 feet, and a chord bearing North 73°31'15" West, 2.07 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, South 06°49'15" West, 46.06 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

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THENCE, North 83°20'05" West, 132.59 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

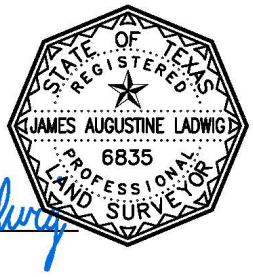
THENCE, North 87°04'13" West, 60.00 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, being the beginning of a curve to the right;

THENCE, along said curve to the right in a northerly direction, with a radius of 230.00 feet, a central angle of 04°28'05", an arc length of 17.94 feet, and a chord bearing North 05°09'50" East, 17.93 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, North 82°36'08" West, 153.73 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, South 87°33'48" West, 15.22 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, being the southwest corner of the herein described tract;

THENCE, North 02°26'12" West, along west line of said called 61.013 acre tract, 752.10 feet to the **POINT OF BEGINNING, CONTAINING** 18.02 acres (784,734 square feet) of land in Harris County, Texas, filed in the offices of Elevation Land Solutions in The Woodlands, Texas.



Elevation Land Solutions
2445 Technology Forest Blvd, Suite #200
The Woodlands, Texas 77381
(832) 823-2200
Texas Board of Professional Engineers & Land Surveyors Firm Reg. No. 10194692

Acting By/Through Jr Augustine Ladwig
Registered Professional Land Surveyor
No. 6835
gladwig@elevationlandsolutions.com
03/06/2023

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EXHIBIT L-4 - IMPROVEMENT AREA #3 BOUNDARY DESCRIPTION

A METES & BOUNDS description of a certain 40.6455 acre (1,770,516 square feet) tract of land situated in the Claude N. Pillot Survey, Abstract No. 632, in Harris County, Texas, being a portion of a called 1.13 acre tract (Tract III) conveyed to Chesmar Homes, LLC, a Texas limited liability company, by deed recorded in Clerk's File No. RP-2020405995, Harris County Official Public Records of Real Property, being a portion of the remainder of a called 61.013 acre tract conveyed to Chesmar Homes, LLC, a Texas limited liability company, by deed recorded in Clerk's File No. RP-2020-407771, Harris County Official Public Records of Real Property, and being a portion of the remainder of a called 18.334 acre tract (Tract IV) conveyed to Chesmar Homes, LLC, a Texas limited liability company, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property; said 40.6455 acre (1,770,516 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment:

COMMENCING at a 3/4-inch iron rod (with cap) found, being the southwest corner of Restricted Reserve F of Wood Leaf Reserve Section 1 according to the plat thereof recorded in Film Code No. 694636, Harris County Map Records, being on the west line of said called 61.013 acre tract, and being on the east line of Restricted Reserve "A" of Wal-Mart Tomball according to the plat thereof recorded in Film Code No. 519114, Harris County Map Records;

THENCE, South 02°26'12" East, along the west line of said called 61.013 acre tract, 752.10 feet to a 3/4-inch iron rod (with cap) found, being the POINT OF BEGINNING and the northwest corner of the herein described tract, and being on the west line of said called 61.013 acre tract;

THENCE, North 87°33'48" East, 15.22 feet to a 3/4-inch iron rod (with cap) found;

THENCE, South 82°36'08" East, 153.73 feet to a 3/4-inch iron rod (with cap) found, being the beginning of a curve to the left;

THENCE, along said curve to the left in a southerly direction, with a radius of 230.00 feet, a central angle of 04°28'05", an arc length of 17.94 feet, and a chord bearing South 05°09'50" West, 17.93 feet to a 3/4-inch iron rod (with cap) found;

THENCE, South 87°04'13" East, 60.00 feet to a 3/4-inch iron rod (with cap) found;

THENCE, South 83°20'05" East, 132.59 feet to a 3/4-inch iron rod (with cap) found;

THENCE, North 06°49'15" East, 46.06 feet to a 3/4-inch iron rod (with cap) found, being the beginning of a curve to the left;

THENCE, along said curve to the left in an easterly direction, with a radius of 330.00 feet, a central angle of 00°21'33", an arc length of 2.07 feet, and a chord bearing South 73°31'15" East, 2.07 feet to a 3/4-inch iron rod (with cap) found;

THENCE, North 16°17'58" East, 182.00 feet to a 3/4-inch iron rod (with cap) found;

THENCE, South 77°12'01" East, 37.28 feet to a 3/4-inch iron rod (with cap) found;

THENCE, North 87°48'00" East, 569.09 feet to a 3/4-inch iron rod (with cap) found;

THENCE, North 87°32'17" East, 60.00 feet to a 3/4-inch iron rod (with cap) found;

THENCE, North 02°27'43" West, 41.98 feet to a 3/4-inch iron rod (with cap) found;

THENCE, North 87°32'17" East, 183.90 feet to a 3/4-inch iron rod (with cap) found, being on the east line of said called 18.334 acre tract (Tract IV), being on the west right-of-way line of School Road (based on a width of 40-feet) recorded in Film Code No. 694782, Harris County Map Records, and being the northeast corner of the herein described tract;

THENCE, South 02°27'59" East, along the west right-of-way line of said School Road, 357.25 feet to a 1/2-inch iron rod found, being an interior corner of said called 61.013 acre tract;

THENCE, North 87°39'22" East, 720.29 feet to a 1/2-inch iron rod found, being an interior corner of Reserve "D" of Cherry Pines Section 3 according to the plat thereof recorded in Film Code No. 694782, Harris County Map Records, and being an exterior corner of said called 61.013 acre tract;

THENCE, South 02°27'41" East, 1,555.47 feet to a 5/8-inch iron rod found, being the southeast corner of said called 61.013 acre tract, being the southwest corner of said Reserve "D" of said Cherry Pines Section 3, being on the north right-of-way line of Holderrieth Road (based on variable width right-of-way), and being the southeast corner of the herein described tract;

THENCE, South 87°39'37" West, along the north right-of-way line of said Holderrieth Road and the south line of said called 61.013 acre tract, 273.53 feet to the southeast corner of a called 0.8357 acre tract (Tract I) conveyed to Apolinar Gomez by deed recorded in Clerk's File No. RP-2020-506505, Harris County Official Public Records of Real Property, and being the most southerly southwest corner of the herein described tract, from which a 5/8-inch iron rod (with cap) found bears South 03°37' East, 0.7 feet;

THENCE, North 03°36'41" West, 645.74 feet to the northeast corner of a called 0.6462 acre tract (Tract II) conveyed to Apolinar Gomez by deed recorded in Clerk's File No. RP-2020-506505, Harris County Official Public Records of Real Property, being an interior corner of said called 61.013 acre tract, from which a 1-inch iron pipe found bears North 22°52' West, 1.1 feet;

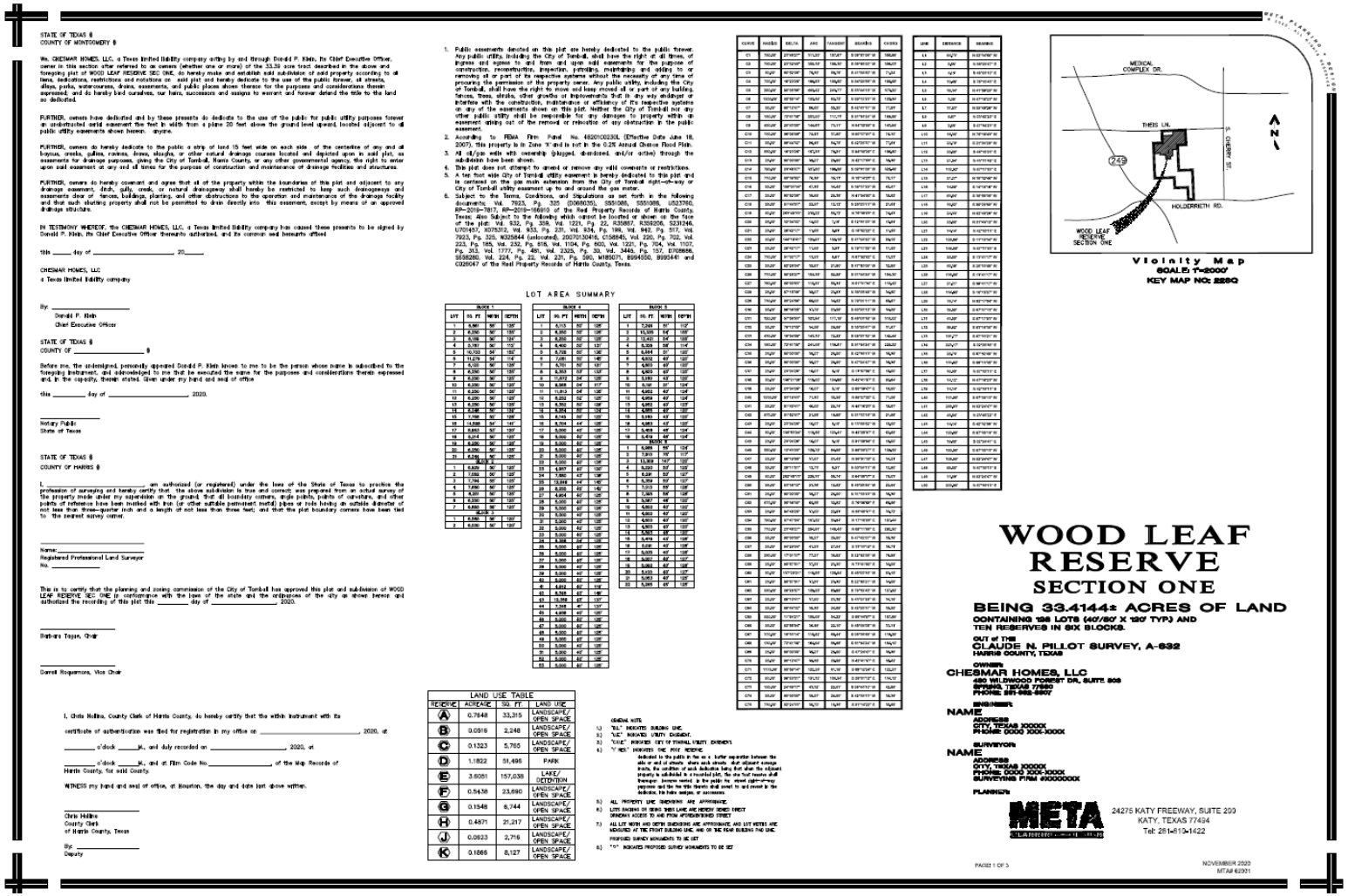
THENCE, South 87°37'15" West, 675.32 feet to a 3/8-inch iron rod found, being an exterior corner of said called 61.013 acre tract, being the northwest corner of a called 10 acre tract conveyed to Walter John Rumfolo and Lucille Rumfolo by deed recorded in Clerk's File No. D055346, Harris County Official Public Records, and being on the east line of a called 25.950 acre tract conveyed to Maple Group, Ltd., a Texas limited partnership, by deed recorded in Clerk's File No. X273577, Harris County Official Public Records of Real Property;

THENCE, North 03°35'52" West, 551.72 feet to a 5/8-inch iron rod (with cap) found, being the northeast corner of said called 25.950 acre tract and being an interior corner of said called 61.013 acre tract;

THENCE, South 87°39'58" West, 1,019.61 feet to a 3/4-inch iron rod (with cap) found, being the most northerly southwest corner of said called 61.013 acre tract, being on the east line of a called 1.3488 acre tract conveyed to David Neel and Marlon R. Davis by deed recorded in Clerk's File No. RP-2017-407632 Harris County Official Public Records of Real Property, and being the most northerly southwest corner of the herein described tract;

THENCE, North 02°26'12" West, along the west line of said called 61.013 acre tract, 537.25 feet to the POINT OF BEGINNING, CONTAINING 40.6455 acres (1,770,516 square feet) of land in Harris County, Texas, filed in the offices of Elevation Land Solutions in The Woodlands, Texas.

EXHIBIT M-1 – IMPROVEMENT AREA #1 FINAL PLAT



STATE OF TEXAS §
COUNTY OF MONTGOMERY §

We, CHESMAR HOMES, LLC, a Texas limited liability company acting by and through Donald P. Klein, its Chief Executive Officer, owner in this section after referred to as owners (whether one or more) of the 33.39 acre tract described in the above and foregoing plat of WOOD LEAF RESERVE SEC ONE, do hereby make and establish said sub-division of said property according to all lines, dedications, restrictions and notations on said plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, watercourses, 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 to the land so dedicated.

FURTHER, owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever an unobstructed aerial easement five feet in width from a plane 20 feet above the ground level upward, located adjacent to all public utility easements shown hereon. -anyone.

FURTHER, owners do hereby dedicate to the public a strip of land 15 feet wide on each side of the centerline of any and all bayous, creeks, gullies, ravines, draws, sloughs, or other natural drainage courses located and depicted upon 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, gully, creek, or natural drainageway shall hereby be restricted to keep such drainageways and easements clear of fences, buildings, planting, and other obstructions to the operation 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.

IN TESTIMONY WHEREOF, the CHESMAR HOMES, LLC, a Texas limited liability company has caused these presents to be signed by Donald P. Klein, its Chief Executive Officer thereunto authorized, and its common seal hereunto affixed

this _____ day of _____, 20____.

CHESMAR HOMES, LLC
a Texas limited liability company

By: _____
Donald P. Klein
Chief Executive Officer

STATE OF TEXAS §
COUNTY OF _____ §

Before me, the undersigned, personally appeared Donald P. Klein 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 stated. Given under my hand and seal of office

this _____ day of _____, 2020.

_____
Notary Public
State of Texas

STATE OF TEXAS §
COUNTY OF HARRIS §

I, _____, am authorized (or registered) under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature, and other points of reference have been marked with iron (or other suitable permanent metal) pipes or rods having an outside diameter of not less than three-quarter inch and a length of not less than three feet; and that the plat boundary corners have been tied to the nearest survey corner.

_____
Name:
Registered Professional Land Surveyor
No. _____

This is to certify that the planning and zoning commission of the City of Tomball has approved this plat and sub-division of WOOD LEAF RESERVE SEC ONE, in conformance with the laws of the state and the ordinances of the city as shown hereon and authorized the recording of this plat this _____ day of _____, 2020.

_____
Barbara Tegze, Chair

_____
Darrell Roquemore, Vice Chair

I, Chris Hollins, 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 _____, 2020, at _____ o'clock ____M., and duly recorded on _____, 2020, at _____ o'clock ____M., and at Film Code No. _____ 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.

_____
Chris Hollins
County Clerk
of Harris County, Texas

By: _____
Deputy

1. 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 growths 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 utility out of the removal or relocation of any obstruction in the public easement.
2. According to FEMA Firm Panel No. 48201C0230L (Effective Date June 18, 2007), this property is in Zone "X" and is not in the 0.2% Annual Chance Flood Plain.
3. All oil/gas wells with ownership (plugged, abandoned, and/or active) through the sub-division have been shown.
4. This plat does not attempt to amend or remove any valid covenants or restrictions.
5. 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.
6. Subject to the Terms, Conditions, and Stipulations as set forth in the following documents: Vol. 7923, Pg. 325 (D068035), S551086, S551088, U523760, RP-2019-7817, RP-2019-166910 of the Real Property Records of Harris County, Texas. Also Subject to the following which cannot be located or shown on the face of the plat: Vol. 532, Pg. 309, Vol. 1221, Pg. 22, R38857, R369206, S231246, U701450, U705312, Vol. 933, Pg. 231, Vol. 934, Pg. 198, Vol. 942, Pg. 517, Vol. 7923, Pg. 325, W335844 (unlicensed), 20070130416, C558845, Vol. 220, Pg. 702, Vol. 223, Pg. 185, Vol. 232, Pg. 515, Vol. 1104, Pg. 803, Vol. 1221, Pg. 704, Vol. 1107, Pg. 313, Vol. 1777, Pg. 481, Vol. 2325, Pg. 30, Vol. 3443, Pg. 157, D708888, S538280, Vol. 224, Pg. 22, Vol. 231, Pg. 580, M780371, 89049550, 8989441 and C028047 of the Real Property Records of Harris County, Texas.

LOT AREA SUMMARY

BLOCK 1

LOT	SQ. FT.	WIDTH	DEPTH
1	8,991	90'	100'
2	8,990	90'	100'
3	8,709	90'	100'
4	9,787	90'	110'
5	10,703	94'	120'
6	11,279	94'	114'
7	9,120	90'	100'
8	8,990	90'	100'
9	8,990	90'	100'
10	8,990	90'	100'
11	8,990	90'	100'
12	8,990	90'	100'
13	8,990	90'	100'
14	8,990	90'	100'
15	9,788	90'	109'
16	14,888	94'	144'
17	9,993	90'	100'
18	9,214	90'	100'
19	8,990	90'	100'
20	8,990	90'	100'
21	8,990	90'	100'

BLOCK 2

LOT	SQ. FT.	WIDTH	DEPTH
1	8,929	90'	100'
2	7,056	90'	100'
3	7,194	90'	100'
4	7,990	90'	100'
5	8,301	90'	100'
6	8,990	90'	100'
7	8,990	90'	100'

BLOCK 4

LOT	SQ. FT.	WIDTH	DEPTH
1	8,113	60'	135'
2	8,100	60'	135'
3	8,100	60'	135'
4	8,406	60'	137'
5	8,708	60'	138'
6	7,081	60'	140'
7	8,701	60'	137'
8	8,353	60'	133'
9	11,972	84'	135'
10	8,988	84'	117'
11	11,913	84'	126'
12	8,252	62'	135'
13	8,783	60'	135'
14	8,784	60'	135'
15	8,745	60'	135'
16	8,704	64'	135'
17	8,000	60'	135'
18	8,000	60'	135'
19	8,000	60'	135'
20	8,000	60'	135'
21	8,000	60'	135'
22	8,957	60'	135'
23	8,957	60'	135'
24	7,980	60'	140'
25	12,848	84'	140'
26	8,000	60'	142'
27	4,964	60'	135'
28	8,000	60'	135'
29	8,000	60'	135'
30	8,000	60'	135'
31	8,000	60'	135'
32	8,000	60'	135'
33	8,000	60'	135'
34	8,388	64'	135'
35	13,388	84'	135'
36	8,000	60'	135'
37	8,000	60'	135'
38	8,000	60'	135'
39	8,000	60'	135'
40	8,000	60'	135'
41	4,812	60'	135'
42	8,348	60'	140'
43	13,388	84'	135'
44	7,348	60'	122'
45	4,968	60'	135'
46	8,000	60'	135'
47	8,000	60'	135'
48	8,000	60'	135'
49	8,000	60'	135'
50	8,000	60'	135'
51	8,000	60'	135'
52	8,000	60'	135'
53	8,000	60'	135'

BLOCK 5

LOT	SQ. FT.	WIDTH	DEPTH
1	7,249	61'	113'
2	11,185	94'	120'
3	13,431	94'	143'
4	8,356	68'	114'
5	6,844	57'	120'
6	6,932	60'	120'
7	6,903	60'	120'
8	6,903	60'	120'
9	6,903	60'	120'
10	6,191	51'	124'
11	6,852	60'	124'
12	6,959	60'	124'
13	6,953	60'	123'
14	6,965	60'	122'
15	6,965	60'	122'
16	6,983	60'	122'
17	6,404	60'	124'
18	5,419	54'	124'
1	6,985	70'	124'
2	7,809	70'	122'
3	11,908	94'	132'
4	8,293	69'	120'
5	6,991	60'	122'
6	6,956	60'	122'
7	7,013	59'	122'
8	7,365	59'	124'
9	9,387	70'	134'
10	6,953	60'	122'
11	6,952	60'	122'
12	6,903	60'	122'
13	6,903	60'	122'
14	6,903	60'	122'
15	6,419	58'	122'
16	8,000	60'	122'
17	8,000	60'	122'
18	8,000	60'	122'
19	8,000	60'	122'
20	8,000	60'	122'
21	8,063	60'	122'
22	8,265	69'	122'

LAND USE TABLE

RESERVE	ACREAGE	SQ. FT.	LAND USE
A	0.7648	33,315	LANDSCAPE/ OPEN SPACE
B	0.0916	2,248	LANDSCAPE/ OPEN SPACE
C	0.1323	5,765	LANDSCAPE/ OPEN SPACE
D	1.1822	51,496	PARK
E	3.6091	157,038	LAKE/ DETENTION
F	0.5438	23,690	LANDSCAPE/ OPEN SPACE
G	0.1548	6,744	LANDSCAPE/ OPEN SPACE
H	0.4871	21,217	LANDSCAPE/ OPEN SPACE
J	0.0623	2,716	LANDSCAPE/ OPEN SPACE
K	0.1886	8,127	LANDSCAPE/ OPEN SPACE

GENERAL NOTE:
1) "BLL" INDICATES BUILDING LINE.
2) "UE" INDICATES UTILITY EASEMENT.
3) "D.E." INDICATES CITY OF TOMBALL UTILITY EASEMENTS
4) "V.N.A." INDICATES ONE FOOT RESERVE
dedicated to the public in fee as a buffer separation between the side or end of streets where such streets shall adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one foot reserve shall thereupon become vested in the public for street right-of-way purposes and title for title thereto shall revert to and revest in the dedicator, his heirs, assigns, or successors.
5) ALL PROPERTY LINE DIMENSIONS ARE APPROXIMATE.
6) LOT BEARING OR BEING TRUE LAND ARE HEREBY MADE FIRST DIMENSION ACCESS TO AND FROM APPROXIMATE STREET
7) ALL LOT WIDTH AND DEPTH DIMENSIONS ARE APPROXIMATE AND LOT WIDTHS ARE MEASURED AT THE FRONT BUILDING LINE, AND OR THE REAR BUILDING LINE.
PROPOSED SURVEY MONUMENTS TO BE SET
8) "O" INDICATES PROPOSED SURVEY MONUMENTS TO BE SET

CURVE	RADIUS	DELTA	ARC	TANGENT	BEARING	CHORD
C1	150.00'	23°59'20"	62.80'	31.87'	S 00°01'08" W	62.35'
C2	150.00'	23°59'20"	62.80'	31.87'	S 00°01'08" W	62.35'
C3	150.00'	23°59'20"	62.80'	31.87'	S 00°01'08" W	62.35'
C4	150.00'	36°00'00"	94.25'	48.86'	S 00°00'00" W	92.68'
C5	150.00'	36°00'00"	94.25'	48.86'	S 00°00'00" W	92.68'
C6	150.00'	36°00'00"	94.25'	48.86'	S 00°00'00" W	92.68'
C7	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" W	35.36'
C8	150.00'	23°59'20"	62.80'	31.87'	S 00°01'08" W	62.35'
C9	150.00'	23°59'20"	62.80'	31.87'	S 00°01'08" W	62.35'
C10	150.00'	36°00'00"	94.25'	48.86'	S 00°00'00" W	92.68'
C11	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" E	35.36'
C12	150.00'	36°00'00"	94.25'	48.86'	S 00°00'00" W	92.68'
C13	150.00'	36°00'00"	94.25'	48.86'	S 00°00'00" W	92.68'
C14	150.00'	23°59'20"	62.80'	31.87'	S 00°01'08" W	62.35'
C15	150.00'	36°00'00"	94.25'	48.86'	S 00°00'00" W	92.68'
C16	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" W	35.36'
C17	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" E	35.36'
C18	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" W	35.36'
C19	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" E	35.36'
C20	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" W	35.36'
C21	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" E	35.36'
C22	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" W	35.36'
C23	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" E	35.36'
C24	150.00'	23°59'20"	62.80'	31.87'	S 00°01'08" W	62.35'
C25	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" W	35.36'
C26	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" E	35.36'
C27	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" W	35.36'
C28	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" E	35.36'
C29	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" W	35.36'
C30	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" E	35.36'
C31	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" W	35.36'
C32	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" E	35.36'
C33	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" W	35.36'
C34	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" E	35.36'
C35	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" W	35.36'
C36	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" E	35.36'
C37	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" W	35.36'
C38	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" E	35.36'
C39	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" W	35.36'
C40	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" E	35.36'
C41	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" W	35.36'
C42	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" E	35.36'
C43	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" W	35.36'
C44	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" E	35.36'
C45	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" W	35.36'
C46	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" E	35.36'
C47	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" W	35.36'
C48	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" E	35.36'
C49	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" W	35.36'
C50	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" E	35.36'
C51	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" W	35.36'
C52	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" E	35.36'
C53	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" W	35.36'
C54	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" E	35.36'
C55	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" W	35.36'
C56	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" E	35.36'
C57	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" W	35.36'
C58	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" E	35.36'
C59	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" W	35.36'
C60	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" E	35.36'
C61	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" W	35.36'
C62	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" E	35.36'
C63	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" W	35.36'
C64	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" E	35.36'
C65	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" W	35.36'
C66	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" E	35.36'
C67	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" W	35.36'
C68	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" E	35.36'
C69	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" W	35.36'
C70	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" E	35.36'
C71	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" W	35.36'
C72	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" E	35.36'
C73	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" W	35.36'
C74	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" E	35.36'
C75	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" W	35.36'
C76	25.00'	90°00'00"	39.27'	25.00'	S 45°00'00" E	35.36'

LINE	DISTANCE	BEARING
L1	60.00'	S 89°58'52" W
L2	5.00'	S 00°00'52" E
L3	14.00'	S 89°58'52" W
L4	14.00'	S 00°00'52" E
L5	14.00'	S 89°58'52" W
L6	5.00'	S 00°00'52" E
L7	17.00'	S 89°58'52" W
L8	5.00'	S 00°00'52" E
L9	5.00'	S 89°58'52" W
L10	14.00'	S 00°00'52" E
L11	14.00'	S 89°58'52" W
L12	33.00'	S 00°00'52" E
L13	33.00'	S 89°58'52" W
L14	21.21'	S 45°00'52" E
L15	21.21'	S 45°00'52" W
L16	110.00'	S 00°00'52" E
L17	14.00'	S 89°58'52" W
L18	14.00'	S 00°00'52" E
L19	14.00'	S 89°58'52" W
L20	33.00'	S 00°00'52" E
L21	33.00'	S 89°58'52" W
L22	14.00'	S 00°00'52" E
L23	14.00'	S 89°58'52" W
L24	33.00'	S 00°00'52" E
L25	33.00'	S 89°58'52" W
L26	14.00'	S 00°00'52" E
L27	14.00'	S 89°58'52" W
L28	33.00'	S 00°00'52" E
L29	33.00'	S 89°58'52" W
L30	14.00'	S 00°00'52" E
L31	14.00'	S 89°58'52" W
L32	33.00'	S 00°00'52" E
L33	33.00'	S 89°58'52" W
L34	14.00'	S 00°00'52" E
L35	14.00'	S 89°58'52" W
L36	33.00'	S 00°00'52" E
L37	33.00'	S 89°58'52" W
L38	14.00'	S 00°00'52" E
L39	14.00'	S 89°58'52" W
L40	33.00'	S 00°00'52" E
L41	33.00'	S 89°58'52" W
L42	14.00'	S 00°00'52" E
L43	14.00'	S 89°58'52" W
L44	33.00'	S 00°00'52" E
L45	33.00'	S 89°58'52" W
L46	14.00'	S 00°00'52" E
L47	14.00'	S 89°58'52" W
L48	33.00'	S 00°00'52" E
L49	33.00'	S 89°58'52" W
L50	14.00'	S 00°00'52" E
L51	14.00'	S 89°58'52" W
L52	33.00'	S 00°00'52" E
L53	33.00'	S 89°58'52" W
L54	14.00'	S 00°00'52" E
L55	14.00'	S 89°58'52" W
L56	33.00'	S 00°00'52" E
L57	33.00'	S 89°58'52" W
L58	14.00'	S 00°00'52" E
L59	14.00'	S 89°58'52" W
L60	33.00'	S 00°00'52" E
L61	33.00'	S 89°58'52" W
L62	14.00'	S 00°00'52" E
L63	14.00'	S 89°58'52" W
L64	33.00'	S 00°00'52" E
L65	33.00'	S 89°58'52" W
L66	14.00'	S 00°00'52" E
L67	14.00'	S 89°58'52" W
L68	33.00'	S 00°00'52" E
L69	33.00'	S 89°58'52" W
L70	14.00'	S 00°00'52" E
L71	14.00'	S 89°58'52" W
L72	33.00'	S 00°00'52" E
L73	33.00'	S 89°58'52" W
L74	14.00'	S 00°00'52" E
L75	14.00'	S 89°58'52" W
L76	33.00'	S 00°00'52" E
L77	33.00'	S 89°58'52" W
L78	14.00'	S 00°00'52" E
L79	14.00'	S 89°58'52" W
L80	33.00'	S 00°00'52" E
L81	33.00'	S 89°58'52" W
L82	14.00'	S 00°00'52" E
L83	14.00'	S 89°58'52" W
L84	33.00'	S 00°00'52" E
L85	33.00'	S 89°58'52" W
L86	14.00'	S 00°00'52" E
L87	14.00'	S 89°58'52" W
L88	33.00'	S 00°00'52" E
L89	33.00'	S 89°58'52" W
L90	14.00'	S 00°00'52" E
L91	14.00'	S 89°58'52" W
L92	33.00'	S 00°00'52" E
L93	33.00'	S 89°58'52" W
L94	14.00'	S 00°00'52" E
L95	14.00'	S 89°58'52" W
L96	33.00'	S 00°00'52" E
L97	33.00'	S 89°58'52" W
L98	14.00'	S 00°00'52" E
L99	14.00'	S 89°58'52" W
L100	33.00'	S 00°00'52" E

Vicinity Map
SCALE: 1"=2000'
KEY MAP NO: 288Q

WOOD LEAF RESERVE
SECTION ONE

BEING 33.4144± ACRES OF LAND
CONTAINING 198 LOTS (40'/60' X 120' TYP.) AND TEN RESERVES IN SIX BLOCKS.

OUT OF THE
CLAUDE N. PILLOT SURVEY, A-632
HARRIS COUNTY, TEXAS

OWNER:
CHESMAR HOMES, LLC
420 WILDWOOD FOREST DR, SUITE 208
SPRING, TEXAS 77380
PHONE: 281-602-2207

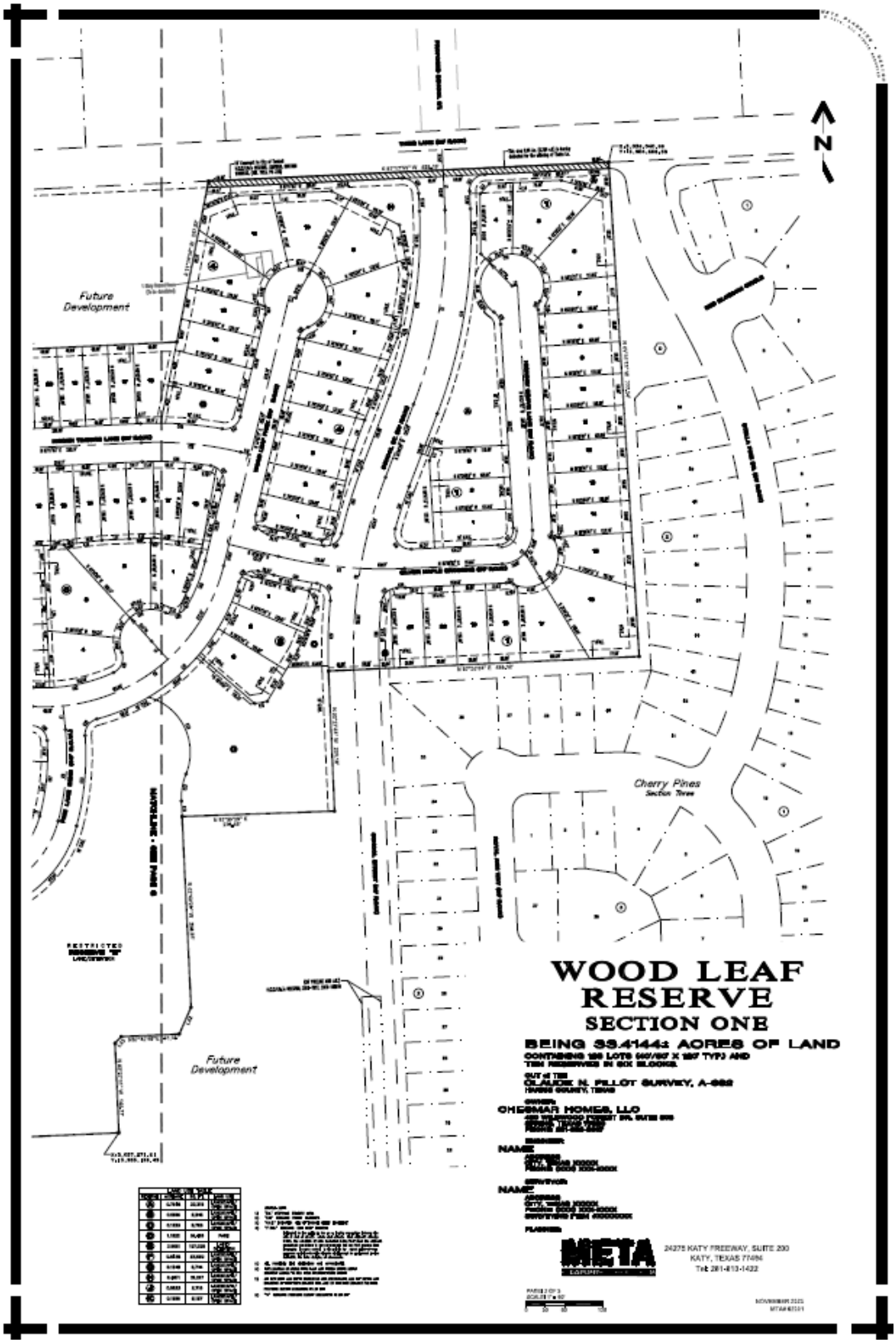
ENGINEER:
NAME
ADDRESS
CITY, TEXAS 00000
PHONE 0000 000-0000

SURVEYOR
NAME
ADDRESS
CITY, TEXAS 00000
PHONE 0000 000-0000
SURVEYING FIRM #0000000

PLANNER:
META
24275 KATY FREEWAY, SUITE 200
KATY, TEXAS 77494
Tel: 281•810•1422

PAGE 1 OF 3

NOVEMBER 2020
MTA# 62001


N
Future Development
Cherry Pines
Section Three
Future Development
WOOD LEAF RESERVE
SECTION ONE
BEING 33.4144± ACRES OF LAND
OUT OF THE
G. ALDEN N. PILLOT SURVEY, A-662
HARRIS COUNTY, TEXAS
OWNER:
CHESMAR HOMES, LLC
NAME:
NAME:
META
24275 KATY FREEWAY, SUITE 200
KATY, TEXAS 77494
Tel: 281-810-1422
NOVEMBER 2025

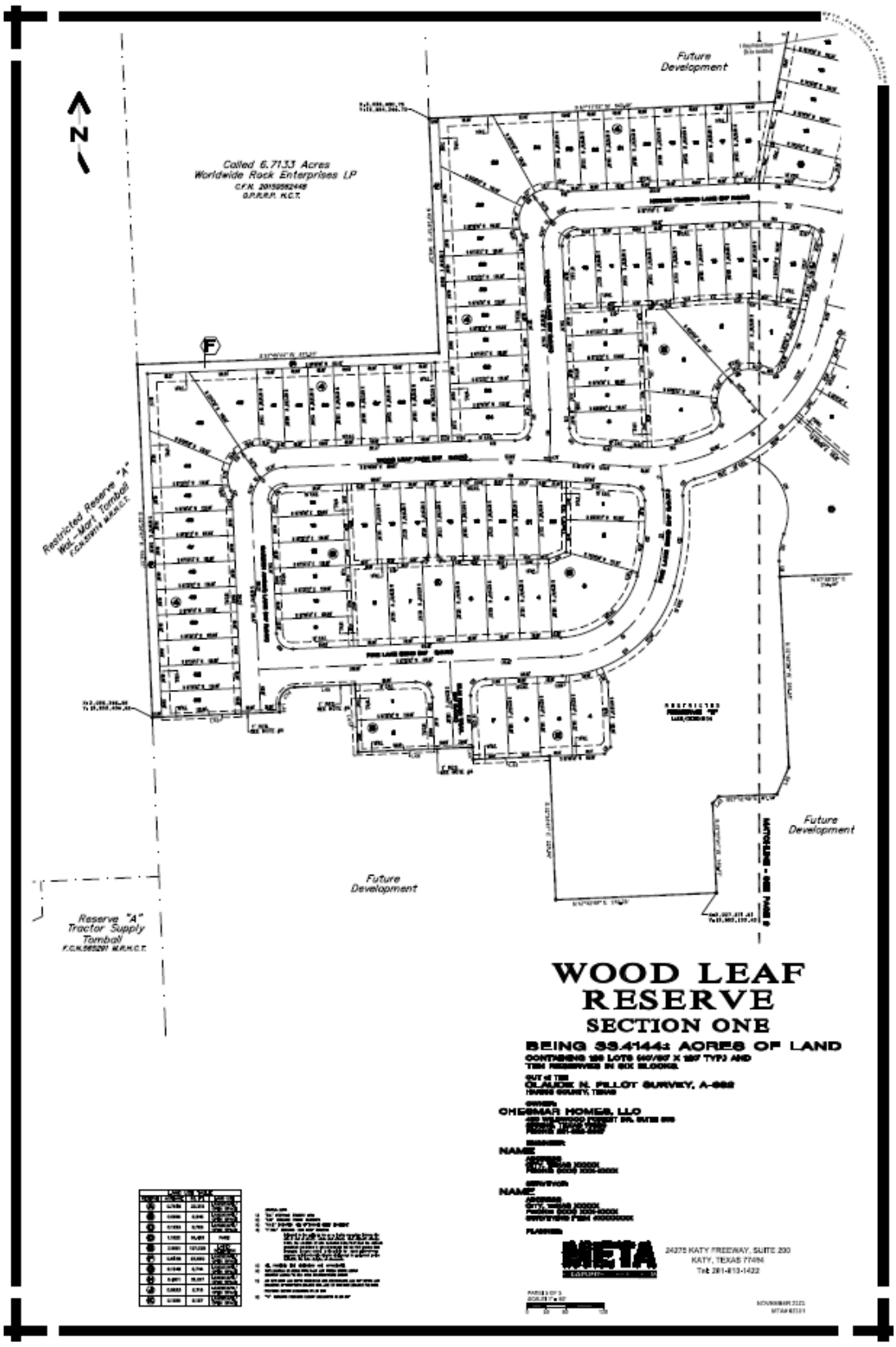
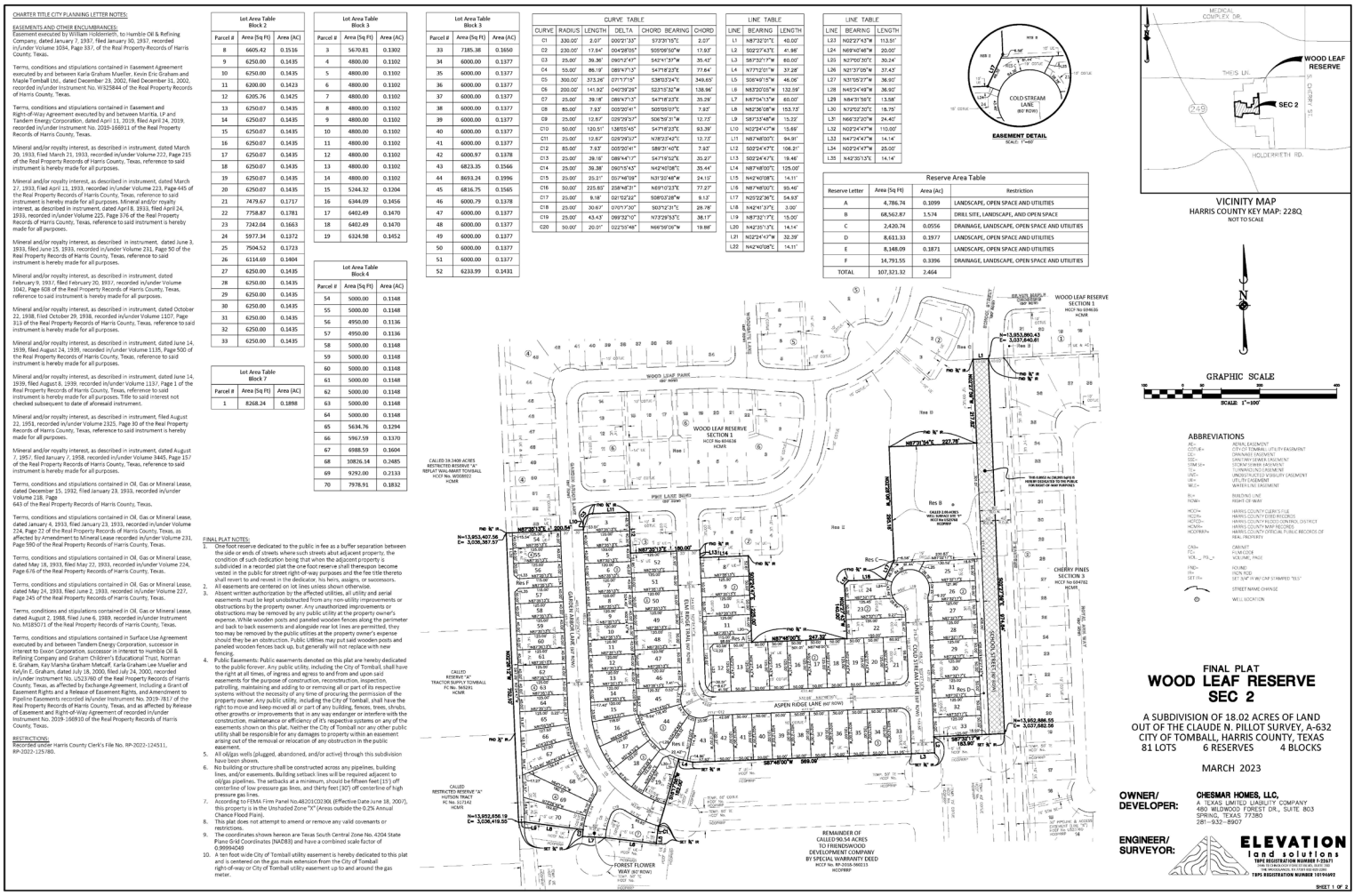

Future Development
Called 6.71.33 Acres
Worldwide Rock Enterprises LP
C.F.N. 20150562448
O.P.R.R.P. H.C.T.
Restricted Reserve "X"
Wal-Mart Tomball
F.C.N.5991R M.R.H.C.T.
Future Development
Future Development
Reserve "A"
Tractor Supply
Tomball
F.C.N.595291 M.R.H.C.T.
WOOD LEAF
RESERVE
SECTION ONE
BEING 33.4144± ACRES OF LAND
META

EXHIBIT M-2 – IMPROVEMENT AREA #2 FINAL PLAT



STATE OF TEXAS §

COUNTY OF HARRIS §

WE, CHESMAR HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY ACTING BY AND THROUGH DONALD P. KLEIN, ITS CHIEF EXECUTIVE OFFICER, OWNER IN THIS SECTION AFTER REFERRED TO AS OWNERS (WHETHER ONE OR MORE) OF THE 18.02 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING PLAT OF WOOD LEAF RESERVE SEC 2, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION OF SAID PROPERTY ACCORDING TO ALL LIENS, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ALLEYS, WATERCOURSES, 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 TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER AN UNOBSTRUCTED AERIAL EASEMENT, FIVE (5) FEET IN WIDTH FROM A PLANE TWENTY (20) FEET ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO ALL PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. & A.E.) AS INDICATED AND DEPICTED HEREON.

FURTHER, OWNERS DO HEREBY DEDICATE TO THE PUBLIC A STRIP OF LAND 15 FEET WIDE ON EACH SIDE OF THE CENTERLINE OF ANY AND ALL BAYOUS, CREEKS, GULLIES, RAVINES, DRAWS, SLOUGHS, OR OTHER NATURAL DRAINAGE COURSES LOCATED AND DEPICTED UPON 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, GULLY, CREEK, OR NATURAL DRAINAGEWAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGEWAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, PLANTING, AND OTHER OBSTRUCTIONS TO THE OPERATION 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.

IN TESTIMONY WHEREOF, CHESMAR HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY DONALD P. KLEIN, ITS CHIEF EXECUTIVE OFFICER THEREUNTO AUTHORIZED, AND ITS COMMON SEAL HEREUNTO AFFIXED

THIS _____ DAY OF _____, 2023.

CHESMAR HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY

BY: _____

DONALD P. KLEIN
CHIEF EXECUTIVE OFFICER

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DONALD P. KLEIN, CHIEF EXECUTIVE OFFICER, CHESMAR HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ Day of _____, 2023.

SIGNED: _____

PRINTED: _____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____

I, PAUL R. BRETHERTON, AM AUTHORIZED (OR REGISTERED) 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 THREE QUARTERS (3/4) OF AN 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.

_____

PAUL R. BRETHERTON
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5877

I, TENESHIA 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 _____, 2023 AT _____ O'CLOCK ___M., AND DULY RECORDED ON _____, 2023 AT _____ O'CLOCK ___M., AND AT FILM CODE NUMBER _____ 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

_____

TENESHIA HUDSPETH
COUNTY CLERK
HARRIS COUNTY, TEXAS

BY: _____

DEPUTY

THIS IS TO CERTIFY THAT THE PLANNING & ZONING COMMISSION OF THE CITY OF TOMBALL, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF WOOD LEAF RESERVE SEC 2, IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCE OF THE CITY OF TOMBALL AS SHOWN HEREON AND AUTHORIZED THE RECORDING OF THIS PLAT THIS _____ DAY OF _____, 2023.

_____

BARBARA TAQUE
CHAIRMAN

_____

SIGNATURE OF THE
VICE CHAIRMAN

_____

PRINTED NAME

WOOD LEAF RESERVE SEC 2

A SUBDIVISION OF 18.02 ACRES OF LAND
OUT OF THE CLAUDE N. PILLOT SURVEY, A-632
CITY OF TOMBALL, HARRIS COUNTY, TEXAS

81 LOTS 6 RESERVES 4 BLOCKS

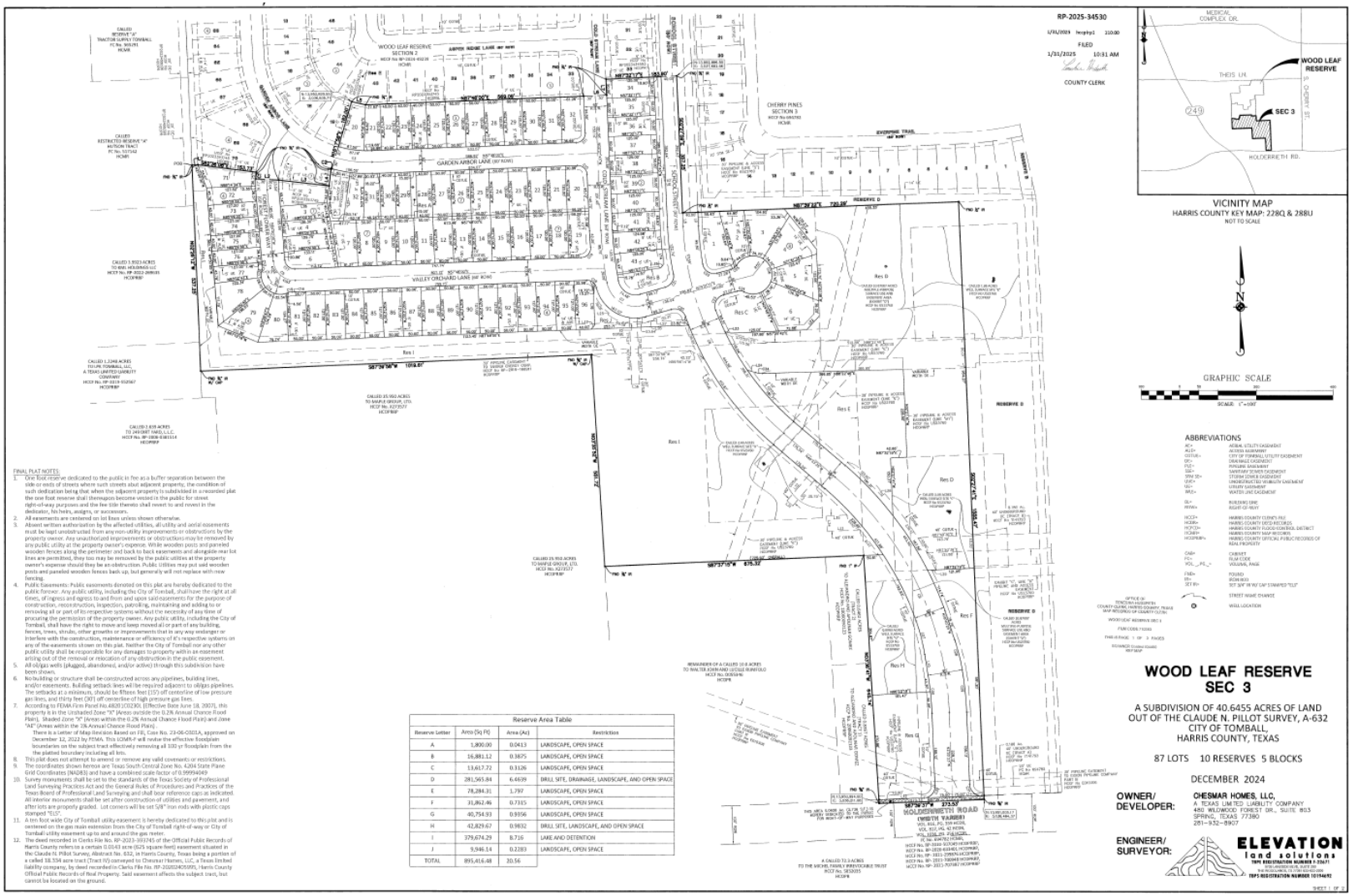
MARCH 2023

OWNER/ DEVELOPER: **CHESMAR HOMES, LLC,**
A TEXAS LIMITED LIABILITY COMPANY
480 WILDWOOD FOREST DR., SUITE 803
SPRING, TEXAS 77380
281-932-8907

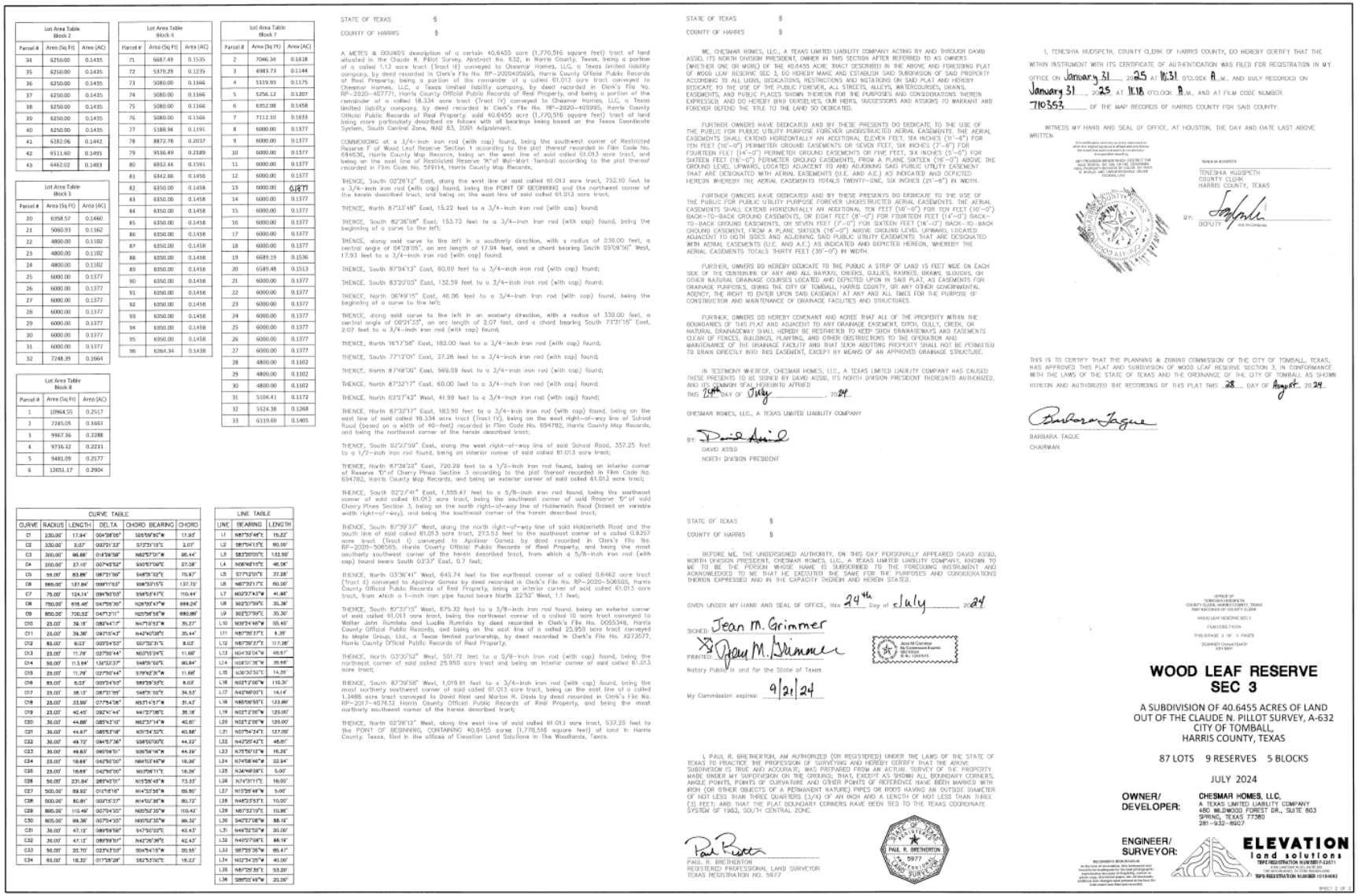
ENGINEER/ SURVEYOR: **ELEVATION land solutions**
TBPE REGISTRATION NUMBER F-23571
TBPLS REGISTRATION NUMBER 10196692

SHEET 2 OF 2

EXHIBIT M-3 - IMPROVEMENT AREA #3 FINAL PLAT



Reserve Area Table			
Reserve Letter	Area (Sq Ft)	Area (Ac)	Restriction
A	1,800.00	0.0413	LANDSCAPE, OPEN SPACE
B	16,881.12	0.3875	LANDSCAPE, OPEN SPACE
C	13,617.72	0.3126	LANDSCAPE, OPEN SPACE
D	281,565.84	6.4639	DRILL SITE, DRAINAGE, LANDSCAPE, AND OPEN SPACE
E	78,284.31	1.797	LANDSCAPE, OPEN SPACE
F	31,862.46	0.7315	LANDSCAPE, OPEN SPACE
G	40,754.93	0.9356	LANDSCAPE, OPEN SPACE
H	42,829.67	0.9832	DRILL SITE, LANDSCAPE, AND OPEN SPACE
I	379,674.29	8.716	LAKE AND DETENTION
J	9,946.14	0.2283	LANDSCAPE, OPEN SPACE
TOTAL	895,416.48	20.56	



Lot Area Table Block 2		
Parcel #	Area (Sq Ft)	Area (AC)
34	6250.00	0.1435
35	6250.00	0.1435
36	6250.00	0.1435
37	6250.00	0.1435
38	6250.00	0.1435
39	6250.00	0.1435
40	6250.00	0.1435
41	6282.06	0.1442
42	6511.60	0.1495
43	6462.02	0.1483

Lot Area Table Block 3		
Parcel #	Area (Sq Ft)	Area (AC)
20	6358.57	0.1460
21	5060.93	0.1162
22	4800.00	0.1102
23	4800.00	0.1102
24	4800.00	0.1102
25	6000.00	0.1377
26	6000.00	0.1377
27	6000.00	0.1377
28	6000.00	0.1377
29	6000.00	0.1377
30	6000.00	0.1377
31	6000.00	0.1377
32	7248.39	0.1664

Lot Area Table Block 8		
Parcel #	Area (Sq Ft)	Area (AC)
1	10964.55	0.2517
2	7245.05	0.1663
3	9967.36	0.2288
4	9716.12	0.2231
5	9481.09	0.2177
6	12651.17	0.2904

Lot Area Table Block 4		
Parcel #	Area (Sq Ft)	Area (AC)
71	6687.49	0.1535
72	5379.29	0.1235
73	5080.00	0.1166
74	5080.00	0.1166
75	5080.00	0.1166
76	5080.00	0.1166
77	5188.94	0.1191
78	8872.78	0.2037
79	9536.49	0.2189
80	6932.44	0.1591
81	6342.66	0.1456
82	6350.00	0.1458
83	6350.00	0.1458
84	6350.00	0.1458
85	6350.00	0.1458
86	6350.00	0.1458
87	6350.00	0.1458
88	6350.00	0.1458
89	6350.00	0.1458
90	6350.00	0.1458
91	6350.00	0.1458
92	6350.00	0.1458
93	6350.00	0.1458
94	6350.00	0.1458
95	6350.00	0.1458
96	6264.94	0.1438

Lot Area Table Block 7		
Parcel #	Area (Sq Ft)	Area (AC)
2	7046.34	0.1618
3	6283.73	0.1444
4	5119.93	0.1175
5	5256.12	0.1207
6	6352.08	0.1458
7	7112.10	0.1633
8	6000.00	0.1377
9	6000.00	0.1377
10	6000.00	0.1377
11	6000.00	0.1377
12	6000.00	0.1377
13	6000.00	0.1377
14	6000.00	0.1377
15	6000.00	0.1377
16	6000.00	0.1377
17	6000.00	0.1377
18	6000.00	0.1377
19	6689.19	0.1536
20	6589.48	0.1513
21	6000.00	0.1377
22	6000.00	0.1377
23	6000.00	0.1377
24	6000.00	0.1377
25	6000.00	0.1377
26	6000.00	0.1377
27	6000.00	0.1377
28	4800.00	0.1102
29	4800.00	0.1102
30	4800.00	0.1102
31	5104.41	0.1172
32	5524.38	0.1268
33	6119.69	0.1405

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	230.00'	17.94'	004°28'06"	S05°09'50"W	17.93'
C2	230.00'	2.07'	000°31'33"	S72°31'15"E	2.07'
C3	300.00'	96.66'	018°28'08"	N82°57'07"W	96.44'
C4	300.00'	27.19'	005°11'52"	S90°57'06"E	27.08'
C5	55.00'	83.88'	087°21'09"	S48°39'08"E	75.97'
C6	995.00'	137.84'	007°56'15"	S06°53'15"E	137.73'
C7	75.00'	124.14'	094°50'03"	S58°03'47"E	110.44'
C8	750.00'	618.48'	047°15'26"	N28°09'47"W	599.24'
C9	850.00'	700.52'	047°13'11"	N29°08'58"W	680.66'
C10	25.00'	38.18'	087°31'17"	N47°15'53"W	35.23'
C11	25.00'	39.28'	090°00'43"	N42°40'08"E	35.44'
C12	85.00'	8.03'	005°24'53"	S07°52'31"E	8.03'
C13	25.00'	11.79'	027°00'44"	N03°51'24"E	11.68'
C14	55.00'	11.34'	136°33'37"	S48°39'08"E	90.84'
C15	25.00'	11.79'	027°00'44"	S79°42'31"W	11.68'
C16	85.00'	8.03'	005°24'53"	S88°28'35"E	8.03'
C17	25.00'	38.13'	087°21'59"	S48°51'02"E	34.53'
C18	25.00'	33.99'	077°54'06"	N53°43'57"W	31.43'
C19	25.00'	40.45'	092°41'44"	N41°27'08"E	36.18'
C20	30.00'	44.88'	085°43'10"	N82°37'14"W	40.81'
C21	30.00'	44.97'	085°52'18"	N31°54'32"E	40.88'
C22	30.00'	49.72'	094°57'36"	S58°00'30"E	44.22'
C23	30.00'	49.63'	094°48'51"	N36°56'16"W	44.29'
C24	25.00'	18.68'	042°50'00"	N84°03'48"W	18.26'
C25	25.00'	18.68'	042°50'00"	N39°06'11"E	18.26'
C26	50.00'	231.84'	265°40'01"	N15°28'48"W	73.33'
C27	500.00'	89.92'	010°18'16"	N14°53'58"W	89.80'
C28	500.00'	80.81'	009°15'37"	N14°02'38"W	80.73'
C29	995.00'	110.49'	006°21'25"	N05°52'35"W	110.43'
C30	805.00'	89.38'	006°21'25"	N05°52'35"W	89.33'
C31	30.00'	47.13'	089°59'56"	S47°50'22"E	42.43'
C32	30.00'	47.13'	090°00'04"	N42°09'38"E	42.43'
C33	50.00'	20.70'	023°43'03"	S04°54'15"W	20.55'
C34	50.00'	18.20'	017°38'28"	S82°57'00"E	18.23'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N87°53'49"E	15.22'
L2	S87°04'13"E	60.00'
L3	S82°55'05"E	152.89'
L4	N06°49'15"E	46.06'
L5	S77°12'01"E	37.28'
L6	N87°32'17"E	60.00'
L7	N02°27'43"W	41.98'
L8	S82°37'59"E	35.36'
L9	S02°37'59"E	35.30'
L10	N39°24'48"W	55.45'
L11	N87°35'37"E	8.35'
L12	N87°35'37"E	117.86'
L13	N04°39'04"W	69.87'
L14	N08°01'36"W	35.66'
L15	N36°30'50"E	14.26'
L16	N02°12'08"W	110.36'
L17	N42°48'03"E	14.14'
L18	N85°06'55"E	122.86'
L19	N02°12'08"W	120.00'
L20	N02°12'08"W	120.00'
L21	N07°54'24"E	127.09'
L22	N42°25'42"E	45.81'
L23	N75°50'13"W	16.28'
L24	N74°58'46"W	22.94'
L25	N36°48'08"E	5.00'
L26	N74°51'11"E	19.00'
L27	N15°28'48"W	5.00'
L28	N48°25'53"E	10.00'
L29	N87°32'10"E	10.98'
L30	S42°27'08"W	88.16'
L31	N48°32'52"W	20.00'
L32	N42°27'08"E	88.16'
L33	S87°25'26"W	69.47'
L34	N02°34'25"W	40.00'
L35	N87°25'35"E	53.20'
L36	S88°05'49"W	20.00'

STATE OF TEXAS §
COUNTY OF HARRIS §

A METES & BOUNDS description of a certain 40.6455 acre (1,770,516 square feet) tract of land situated in the Claude N. Pillot Survey, Abstract No. 632, in Harris County, Texas, being a portion of a called 1.13 acre tract (Tract II) conveyed to Chesmar Homes, LLC, a Texas limited liability company, by deed recorded in Clerk's File No. RP-2020405995, Harris County Official Public Records of Real Property, being a portion of the remainder of a called 61.013 acre tract conveyed to Chesmar Homes, LLC, a Texas limited liability company, by deed recorded in Clerk's File No. RP-2020-407771, Harris County Official Public Records of Real Property, and being a portion of the remainder of a called 18.334 acre tract (Tract IV) conveyed to Chesmar Homes, LLC, a Texas limited liability company, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property; said 40.6455 acre (1,770,516 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment:

COMMENCING at a 3/4-inch iron rod (with cap) found, being the southwest corner of Restricted Reserve F of Wood Leaf Reserve Section 1 according to the plat thereof recorded in Film Code No. 694636, Harris County Map Records, being on the west line of said called 61.013 acre tract, and being on the east line of Restricted Reserve "A" of Wal-Mart Tomball according to the plat thereof recorded in Film Code No. 519114, Harris County Map Records;

THENCE, South 02°26'12" East, along the west line of said called 61.013 acre tract, 752.10 feet to a 3/4-inch iron rod (with cap) found, being the POINT OF BEGINNING and the northwest corner of the herein described tract, and being on the west line of said called 61.013 acre tract;

THENCE, North 87°33'48" East, 15.22 feet to a 3/4-inch iron rod (with cap) found;

THENCE, South 82°36'08" East, 153.73 feet to a 3/4-inch iron rod (with cap) found, being the beginning of a curve to the left;

THENCE, along said curve to the left in a southerly direction, with a radius of 230.00 feet, a central angle of 04°28'05", an arc length of 17.94 feet, and a chord bearing South 05°09'50" West, 17.93 feet to a 3/4-inch iron rod (with cap) found;

THENCE, South 87°04'13" East, 60.00 feet to a 3/4-inch iron rod (with cap) found;

THENCE, South 83°20'05" East, 132.59 feet to a 3/4-inch iron rod (with cap) found;

THENCE, North 06°49'15" East, 46.06 feet to a 3/4-inch iron rod (with cap) found, being the beginning of a curve to the left;

THENCE, along said curve to the left in an easterly direction, with a radius of 330.00 feet, a central angle of 00°31'33", an arc length of 2.07 feet, and a chord bearing South 73°31'15" East, 2.07 feet to a 3/4-inch iron rod (with cap) found;

THENCE, North 16°17'58" East, 182.00 feet to a 3/4-inch iron rod (with cap) found;

THENCE, South 77°12'01" East, 37.28 feet to a 3/4-inch iron rod (with cap) found;

THENCE, North 87°48'00" East, 569.09 feet to a 3/4-inch iron rod (with cap) found;

THENCE, North 87°32'17" East, 60.00 feet to a 3/4-inch iron rod (with cap) found;

THENCE, North 02°27'43" West, 41.98 feet to a 3/4-inch iron rod (with cap) found;

THENCE, North 87°30'17" East, 183.90 feet to a 3/4-inch iron rod (with cap) found, being on the east line of said called 18.334 acre tract (Tract IV), being on the west right-of-way line of School Road (based on a width of 40-feet) recorded in Film Code No. 694782, Harris County Map Records, and being the northeast corner of the herein described tract;

THENCE, South 02°27'59" East, along the west right-of-way line of said School Road, 357.25 feet to a 1/2-inch iron rod found, being an interior corner of said called 61.013 acre tract;

THENCE, North 87°39'22" East, 720.29 feet to a 1/2-inch iron rod found, being an interior corner of Reserve "D" of Cherry Pines Section 3 according to the plat thereof recorded in Film Code No. 694782, Harris County Map Records, and being an exterior corner of said called 61.013 acre tract;

THENCE, South 02°27'41" East, 1,555.47 feet to a 5/8-inch iron rod found, being the southeast corner of said called 61.013 acre tract, being the southwest corner of said Reserve "D" of said Cherry Pines Section 3, being on the north right-of-way line of Holderrieth Road (based on variable width right-of-way), and being the southeast corner of the herein described tract;

THENCE, South 87°39'37" West, along the north right-of-way line of said Holderrieth Road and the south line of said called 61.013 acre tract, 273.53 feet to the southwest corner of a called 0.8357 acre tract (Tract I) conveyed to Apolinar Gomez by deed recorded in Clerk's File No. RP-2020-506505, Harris County Official Public Records of Real Property, and being the most southerly southwest corner of the herein described tract, from which a 5/8-inch iron rod (with cap) found bears South 03°37' East, 0.7 feet;

THENCE, North 03°36'41" West, 645.74 feet to the northeast corner of a called 0.6462 acre tract (Tract II) conveyed to Apolinar Gomez by deed recorded in Clerk's File No. RP-2020-506505, Harris County Official Public Records of Real Property, being an interior corner of said called 61.013 acre tract, from which a 1-inch iron pipe found bears North 22°52' West, 1.1 feet;

THENCE, South 87°31'15" West, 875.32 feet to a 3/8-inch iron rod found, being an exterior corner of said called 61.013 acre tract, being the northwest corner of a called 10 acre tract conveyed to Walter John Rumfolo and Lucille Rumfolo by deed recorded in Clerk's File No. D055348, Harris County Official Public Records, and being on the east line of a called 25.959 acre tract conveyed to Maple Group, Ltd., a Texas limited partnership, by deed recorded in Clerk's File No. X273577, Harris County Official Public Records of Real Property;

THENCE, North 03°36'52" West, 531.72 feet to a 5/8-inch iron rod (with cap) found, being the northeast corner of said called 25.950 acre tract and being an interior corner of said called 61.013 acre tract;

THENCE, South 87°39'58" West, 1,019.81 feet to a 3/4-inch iron rod (with cap) found, being the most northerly southwest corner of said called 61.013 acre tract, being on the east line of a called 1.3485 acre tract conveyed to David Reel and Marlon R. Davis by deed recorded in Clerk's File No. RP-2017-407632 Harris County Official Public Records of Real Property, and being the most northerly southwest corner of the herein described tract;

THENCE, North 02°26'12" West, along the west line of said called 61.013 acre tract, 537.25 feet to the POINT OF BEGINNING, CONTAINING 40.6455 acres (1,770,516 square feet) of land in Harris County, Texas, filed in the offices of Elevation Land Solutions in The Woodlands, Texas.

STATE OF TEXAS §
COUNTY OF HARRIS §

WE, CHESMAR HOMES, LLC., A TEXAS LIMITED LIABILITY COMPANY ACTING BY AND THROUGH DAVID ASSID, ITS NORTH DIVISION PRESIDENT, OWNER IN THIS SECTION AFTER REFERRED TO AS OWNERS (WHETHER ONE OR MORE) OF THE 40.6455 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING PLAT OF WOOD LEAF RESERVE SEC 3, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ALLEYS, WATERCOURSES, 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 TO 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 AN ADDITIONAL ELEVEN FEET, SIX INCHES (11'-6") FOR TEN FEET (10'-0") 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 (16'-0") ABOVE THE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENT THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENTS TOTALS TWENTY-ONE, 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 AN ADDITIONAL TEN FEET (10'-0") FOR TEN FEET (10'-0") 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 EASEMENT, FROM A PLANE SIXTEEN (16'-0") ABOVE 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 EASEMENTS TOTALS THIRTY FEET (30'-0") IN WIDTH.

FURTHER, OWNERS DO HEREBY DEDICATE TO THE PUBLIC A STRIP OF LAND 15 FEET WIDE ON EACH SIDE OF THE CENTERLINE OF ANY AND ALL BAYOUS, CREEKS, GULLIES, RAVINES, DRAWS, SLOUGHS, OR OTHER NATURAL DRAINAGE COURSES LOCATED AND DEPICTED UPON 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, GULLY, CREEK, OR NATURAL DRAINAGEWAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGEWAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, PLANTING, AND OTHER OBSTRUCTIONS TO THE OPERATION 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.

IN TESTIMONY WHEREOF, CHESMAR HOMES, LLC., A TEXAS LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY DAVID ASSID, ITS NORTH DIVISION PRESIDENT THEREUNTO AUTHORIZED, AND ITS COMMON SEAL HEREUNTO AFFIXED

THIS 24th DAY OF July, 2024.

CHESMAR HOMES, LLC., A TEXAS LIMITED LIABILITY COMPANY

BY: David Assid
DAVID ASSID
NORTH DIVISION PRESIDENT

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DAVID ASSID, NORTH DIVISION PRESIDENT, CHESMAR HOMES, LLC., A TEXAS LIMITED LIABILITY COMPANY, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th Day of July, 2024

SIGNED: Jean M. Grimmer
PRINTED: Jean M. Grimmer

Notary Public in and for the State of Texas

My Commission expires: 9/21/24

I, PAUL R. BRETHERTON, AM AUTHORIZED (OR REGISTERED) 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 THREE QUARTERS (3/4) OF AN 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.

PAUL R. BRETHERTON
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5977

PAUL R. BRETHERTON 5977 REGISTERED PROFESSIONAL LAND SURVEYOR

I, TENESHIA 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 January 31, 2025 AT 10:31 O'CLOCK A.M., AND DULY RECORDED ON January 31, 2025 AT 10:18 O'CLOCK A.M., AND AT FILM CODE NUMBER 710353 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

TENESHIA HUDSPETH
COUNTY CLERK
HARRIS COUNTY, TEXAS

BY: DEPUTY

THIS IS TO CERTIFY THAT THE PLANNING & ZONING COMMISSION OF THE CITY OF TOMBALL, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF WOOD LEAF RESERVE SECTION 3, IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCE OF THE CITY OF TOMBALL AS SHOWN HEREON AND AUTHORIZED THE RECORDING OF THIS PLAT THIS 28 DAY OF August, 2024.

BARBARA TAGUE
CHAIRMAN

OFFICE OF TENESHIA HUDSPETH COUNTY CLERK, HARRIS COUNTY, TEXAS
MAP RECORDS OF COUNTY CLERK
WOOD LEAF RESERVE SEC 3
FILM CODE 710354
THIS IS PAGE 3 OF 3 PAGES
SCANNED Operator's Initials
KEY MAP

WOOD LEAF RESERVE SEC 3

A SUBDIVISION OF 40.6455 ACRES OF LAND
OUT OF THE CLAUDE N. PILLOT SURVEY, A-632
CITY OF TOMBALL,
HARRIS COUNTY, TEXAS

87 LOTS 9 RESERVES 5 BLOCKS

JULY 2024

OWNER/ DEVELOPER: CHESMAR HOMES, LLC.
A TEXAS LIMITED LIABILITY COMPANY
480 WILDWOOD FOREST DR., SUITE 803
SPRING, TEXAS 77380
281-932-8907

ENGINEER/ SURVEYOR: ELEVATION land solutions
TBPE REGISTRATION NUMBER F-23011
TBPLS REGISTRATION NUMBER 10194082

SHEET 2 OF 3

APPENDIX A – IMPROVEMENT AREA #3 ENGINEER'S REPORT

ELEVATION
land solutions

ENGINEERING REPORT
FOR
WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT
FOR
CITY OF TOMBALL
HARRIS COUNTY, TEXAS



03/07/2025

Texas Board of Professional Engineers Registration No. F-22671 | Texas Board of Professional Land Surveying Registration No. 10194692
9709 Lakeside Blvd., Suite 200, The Woodlands, TX 77381 | 832.823.2200 | elevationlandsolutions.com

Table of Contents

Introduction 1
Development Costs 1
Development Improvements 1-2
Development Schedule 2
Design Stage 2
Construction Stage 2

List of Appendices

Appendix 1 – Site Location Map
Appendix 2 – Engineers' Opinion of Probable Cost
Appendix 3 – Improvement Area Map
Appendix 4 – Major Improvements Map: Clearing and Grubbing, Channel and Detention Drainage, and Road Improvement's Plan
Appendix 5 – Improvement Area No. 1 Map: Storm Drainage
Appendix 6 – Improvement Area No. 1 Map: Sanitary Sewer
Appendix 7 – Improvement Area No. 1 Map: Water Distribution
Appendix 8 – Improvement Area No. 1 Map: Gas
Appendix 9 – Improvement Area No. 1 Map: Paving

Introduction

The Wood Leaf Reserve development is a proposed single-family residential development tract located in the City of Tomball, Texas located approximately 1,750 feet east of State Highway 249 , north of Holderrieth Road and south of Theiss Lane. The development encompasses approximately 95-acre tract of land that allows for construction of up to 291 single-family residential homes. A site location map has been included in **Appendix 1**.

This report includes supporting documentation for the formation of the PID and the issuance of bonds by the City. The bonds are anticipated to be used to finance public infrastructure projects vital for the development within the PID.

Development Costs

The Wood Leaf Sec. 3 Water, Sanitary, Drainage, Gas & Paving project was bid 07/17/2023 and the project cost have been provided as **Appendix 2.**

Development Improvements

Development improvements have been defined as Improvement Areas #1 - #3. Improvement Area #1 consists of Wood Leaf Reserve Section 1. Improvement Area #2 consists of Wood Leaf Reserve Section 2. Improvement Area #3 consists of Wood Leaf Reserve Section 3.

Development Improvements will be designed and constructed in accordance with City of Tomball standards and specifications and will be owned and operated by the City unless otherwise indicated. Development improvements include:

- **Streets**

  Major Improvements include median modifications from existing Improvement Area #1 and refresh topcoat of existing gravel road east of Wood Leaf Reserve and west M121 Drainage Channel. Improvement Areas #3 include subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, handicapped ramps, and streetlights. Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street access to each Lot. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- **Drainage**
  Major Improvements include clearing and grubbing, a bypass channel, and detention reinforced concrete piping into existing M121 channel. Improvement Areas # 3 include trench excavation and embedment, trench safety, reinforced concrete piping, manholes, and inlets. These will include the necessary appurtenances to be fully operational to convey stormwater to the limits of the improvement area. The drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- **Water**

  Improvements include trench excavation and embedment, trench safety, PVC piping, service connections, and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of the improvements. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- **Wastewater**

  Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the improvement area. The wastewater improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- **Gas**

  Improvements include trench excavation and embedment, trench safety, PVC piping, service connections, and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of the improvements. The gas improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Development areas and improvements are depicted within **Appendix 3** through **Appendix 7**.

Development Schedule

Design Stage

All Wood Leaf Reserve construction plans have been approved by the City of Tomball

Construction Stage

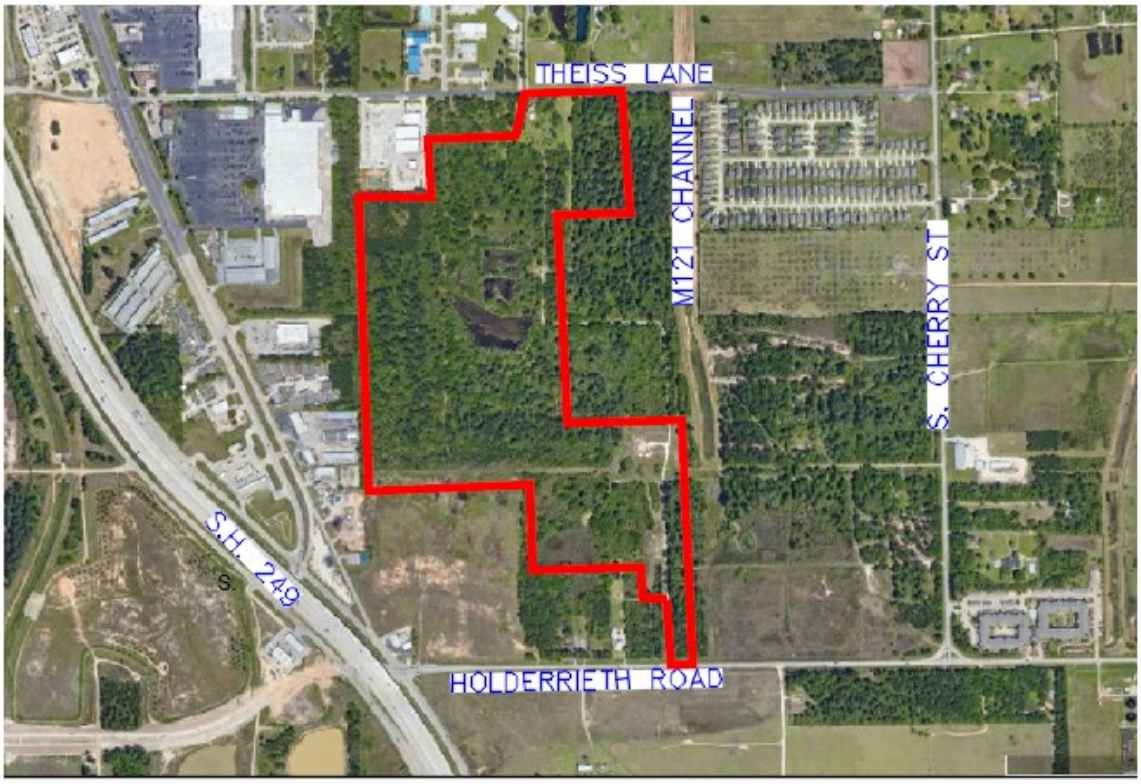
Detention and Mass Grading for Wood Leaf Reserve Improvement Area #1 is completed. Wood Leaf Reserve Section 1 of Improvement Area #1 has been completed, and home construction has been completed.

Improvement Area #2, Wood Leaf Reserve, Section 2 has been completed, and home construction has started.

Improvement Area #3, Wood Leaf Reserve, Section 3 has been completed, and home construction to begin 2025.

APPENDIX

APPENDIX 1
SITE LOCATION MAP



ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-18141
2445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200

DATE	REVISION	APP

SITE LOCATION MAP

01 OF 09

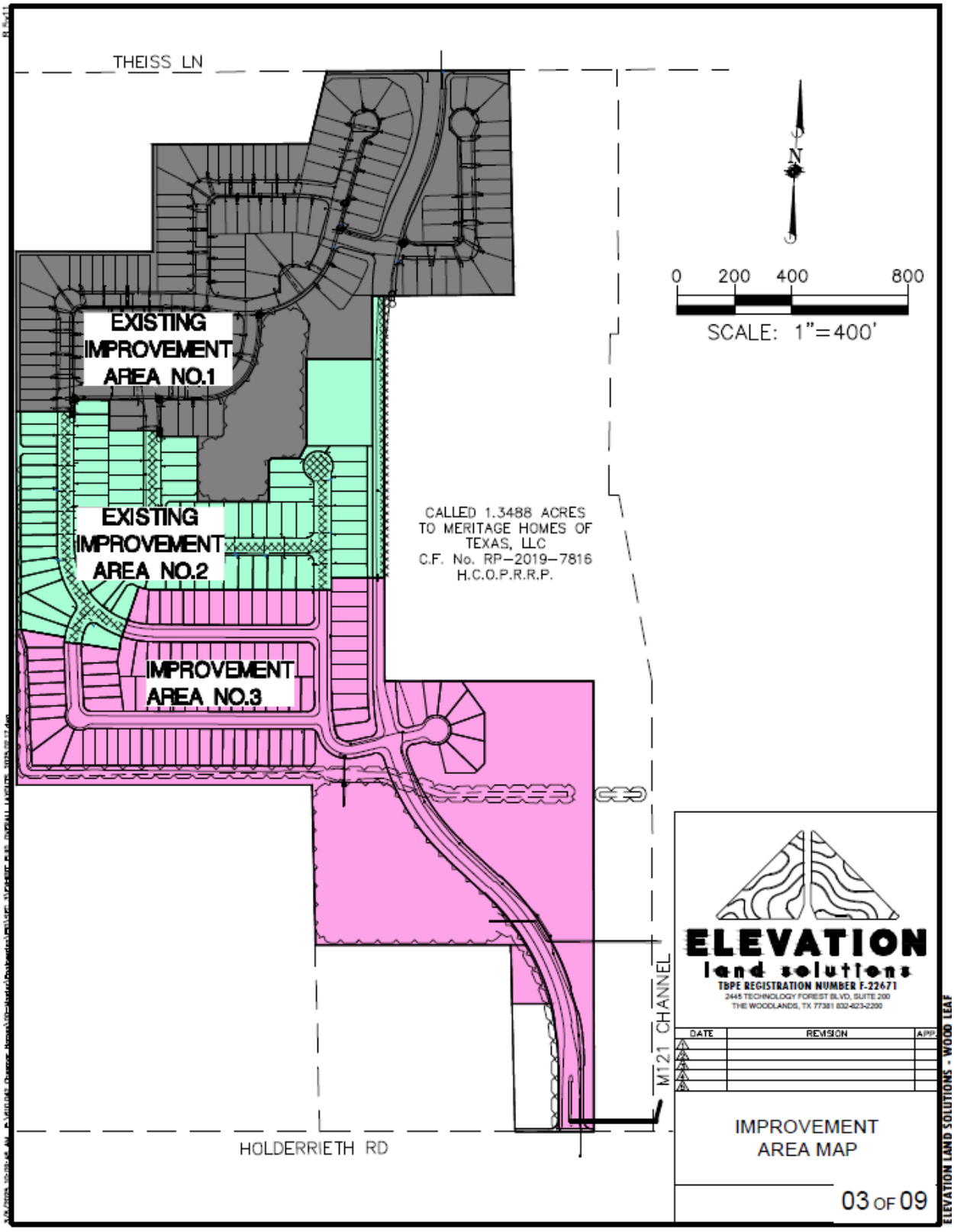
ELEVATION LAND SOLUTIONS - WOOD LEAF

APPENDIX 2
ENGINEER'S OPINION OF PROBABLE COST

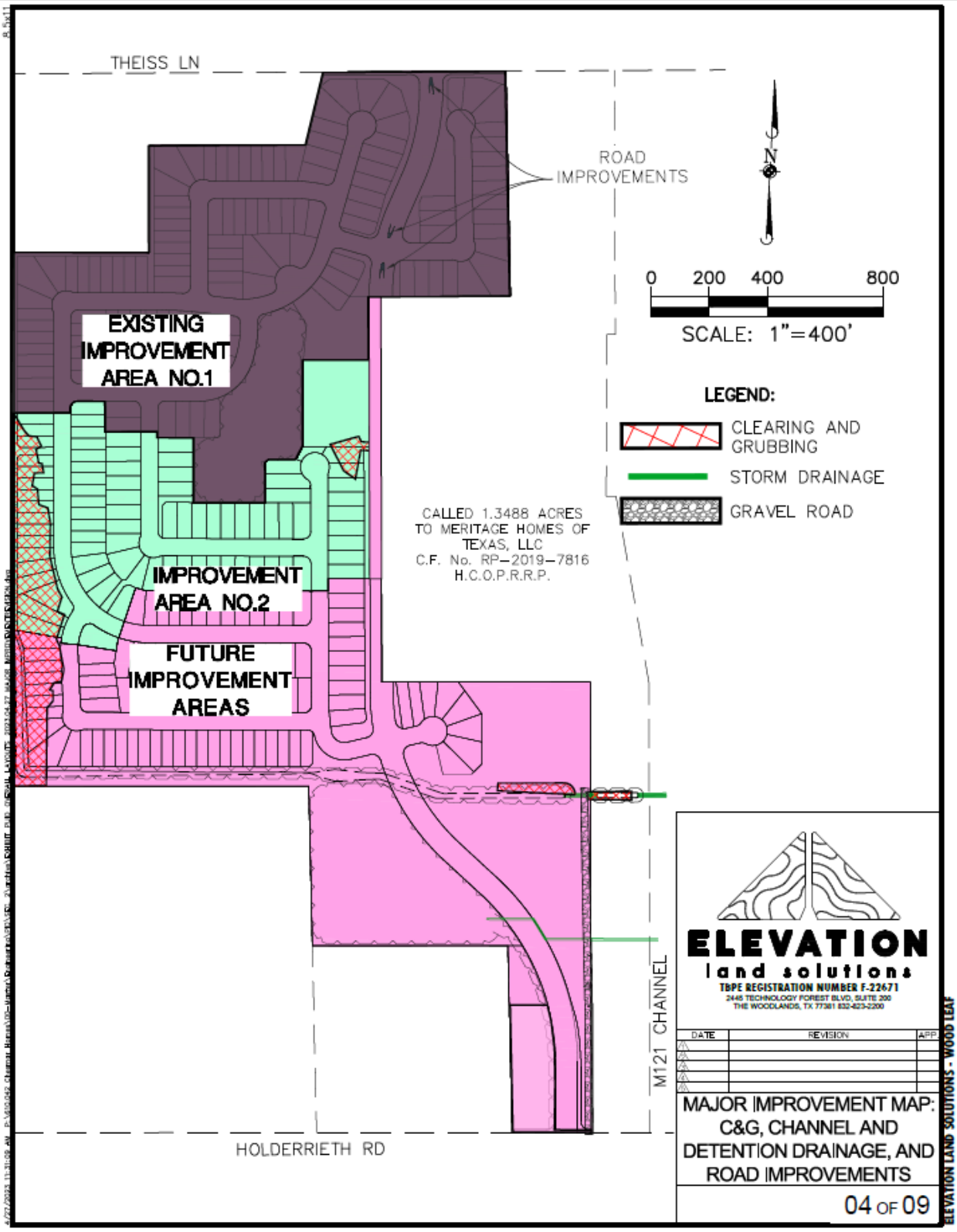
Wood Leaf Reserve
Projected Project Costs
Service Area 3

Item		Allocation SA-3 87 39.08 30.46%
Improvement Area Cost		
Hard Cost		
Clearing and Grubbing and Site Preparation		
Streets		1,940,093
Water		462,031
Wastewater		372,665
Drainage		1,054,588
Excavating Grading and Detention		0
Gas Improvements		208,184
Additional Items (per contract)		
Construction - Improvement Area		$ 4,037,561
Soft Cost		
Detention Impact Fees		
Preliminary Engineering		
Construction Staking		
SWPPP	1.5%	35,388
Geotech & CMT Services	2.0%	33,704
Engineering	15.0%	322,747
Contingencies	10.0%	
Construction Permit		
Drainage Study		
Traffic Impact Analysis		
Project Management Fee	4%	
Developer District Formation Expenses		
Soft Cost - Improvement Area		391,839
Total Cost - Improvement Area		$ 4,429,400
Major Improvements:		
Wastewater Collection System (Off-Site)		83,549
Clearing and Grubbing and Site Preparation		
Offsite Drainage		509,936
Excavation, Grading and Detention		
Construction Cost - Major Improvements		593,485
SWPPP	1.5%	7,667
Geotech & CMT Services	2.0%	5,454
Engineering	15.0%	46,407
Contingencies	10.0%	59,349
Project Management Fee	4%	23,740
Developer District Formation Expenses		30,457
Soft Cost - Major Improvements		173,072
Total - Major Improvements		766,557
GRAND TOTAL - Improvement Area and Major Improvements		**$ 5,195,957**

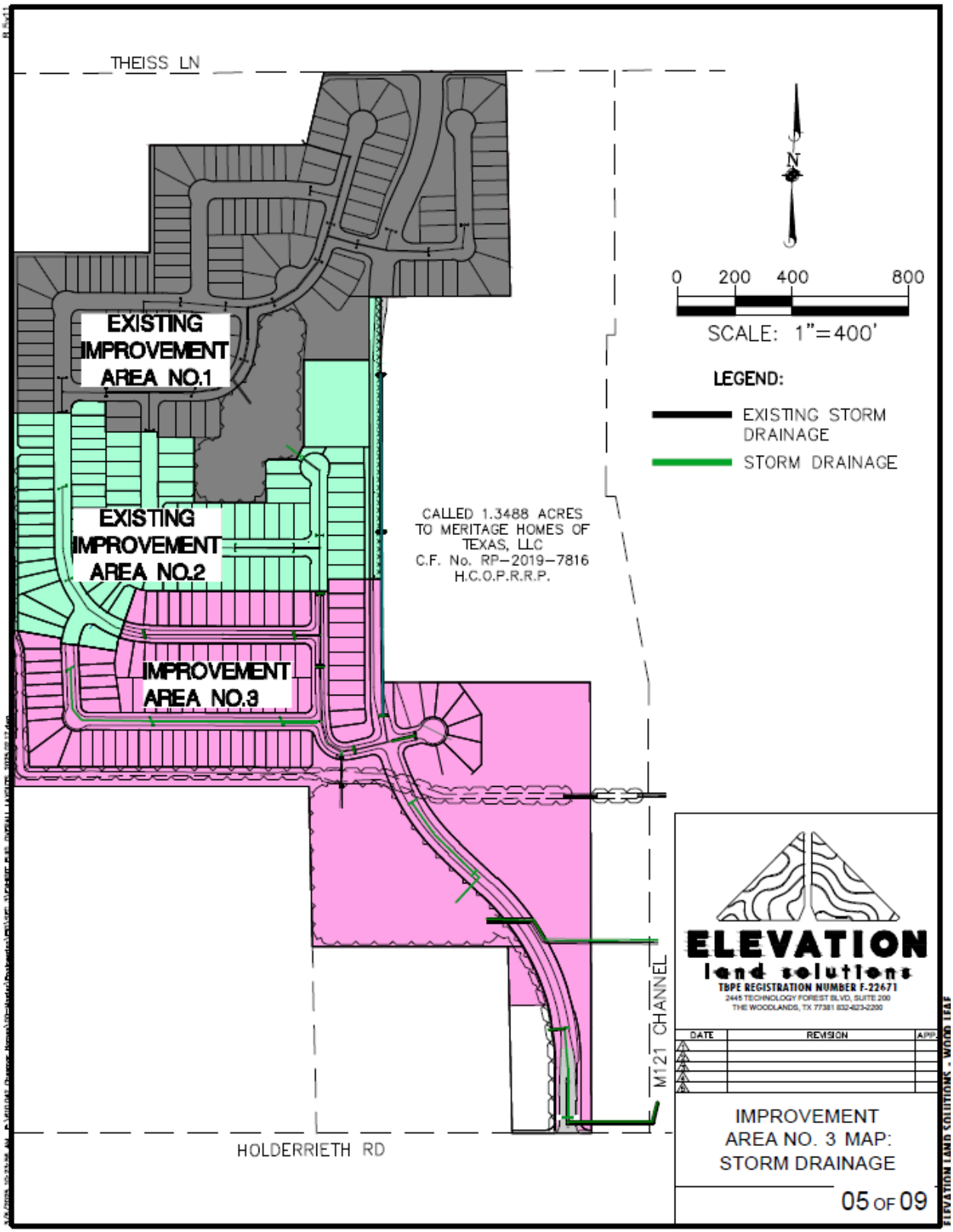
APPENDIX 3
IMRPOVEMENT AREA MAP


THEISS LN
N
0 200 400 800
SCALE: 1"=400'
EXISTING IMPROVEMENT AREA NO.1
EXISTING IMPROVEMENT AREA NO.2
IMPROVEMENT AREA NO.3
CALLED 1.3488 ACRES
TO MERITAGE HOMES OF
TEXAS, LLC
C.F. No. RP-2019-7816
H.C.O.P.R.R.P.
M121 CHANNEL
HOLDERRIETH RD
ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671
2445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200
DATE
REVISION
APP.
IMPROVEMENT AREA MAP
03 OF 09
ELEVATION LAND SOLUTIONS - WOOD LEAF

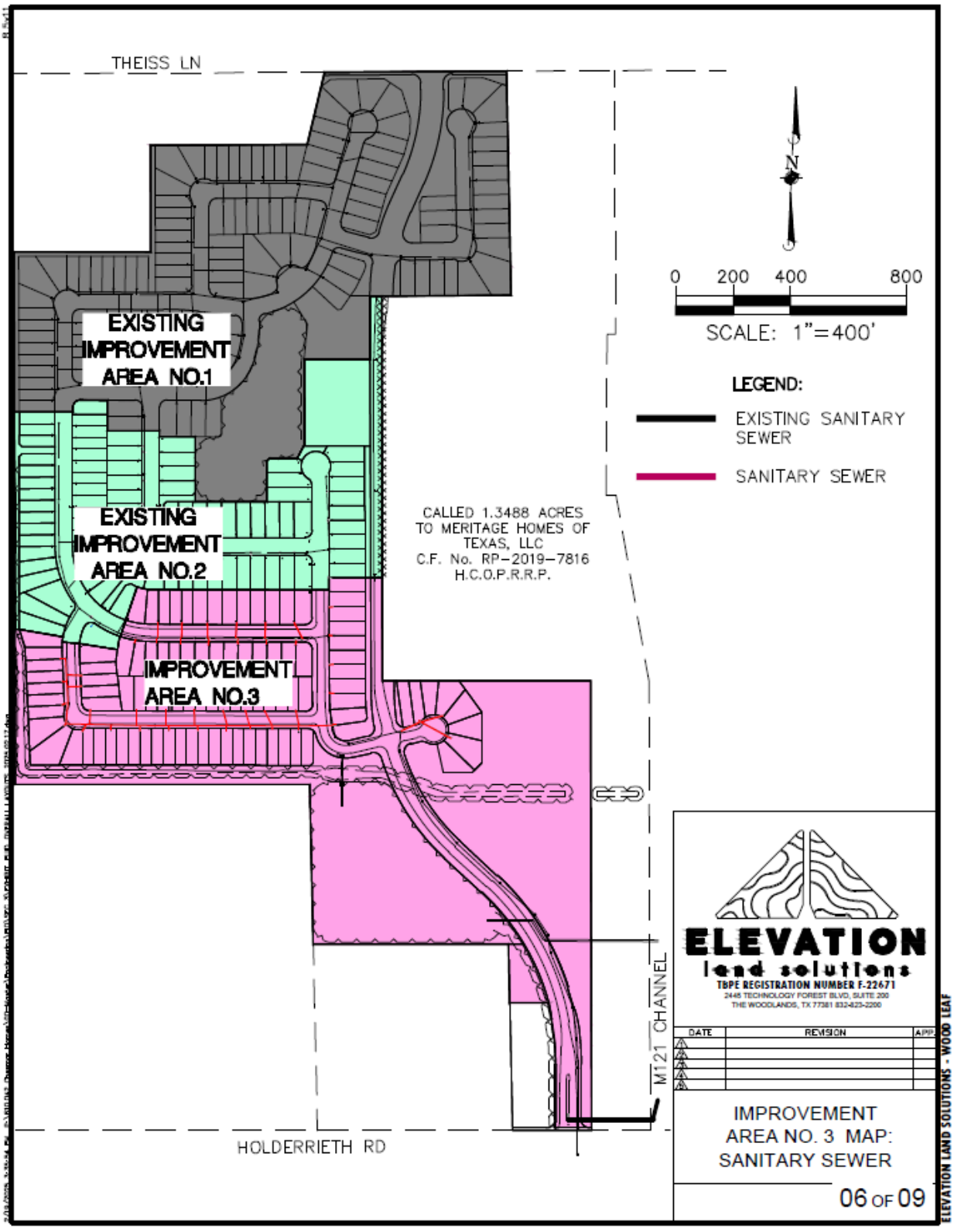
APPENDIX 4
MAJOR IMPROVEMENT AREA MAP: CLEARING AND GRUBBING, CHANNEL AND DETENTION DRAINAGE, AND ROAD IMPROVEMENTS PLAN


THEISS LN
ROAD IMPROVEMENTS
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SCALE: 1"=400'
EXISTING IMPROVEMENT AREA NO.1
IMPROVEMENT AREA NO.2
FUTURE IMPROVEMENT AREAS
CALLED 1.3488 ACRES TO MERITAGE HOMES OF TEXAS, LLC C.F. No. RP-2019-7816 H.C.O.P.R.R.P.
LEGEND:
CLEARING AND GRUBBING
STORM DRAINAGE
GRAVEL ROAD
M121 CHANNEL
HOLDERRIETH RD
ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671
2445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200
DATE
REVISION
APP
MAJOR IMPROVEMENT MAP: C&G, CHANNEL AND DETENTION DRAINAGE, AND ROAD IMPROVEMENTS
04 OF 09
ELEVATION LAND SOLUTIONS - WOOD LEAF

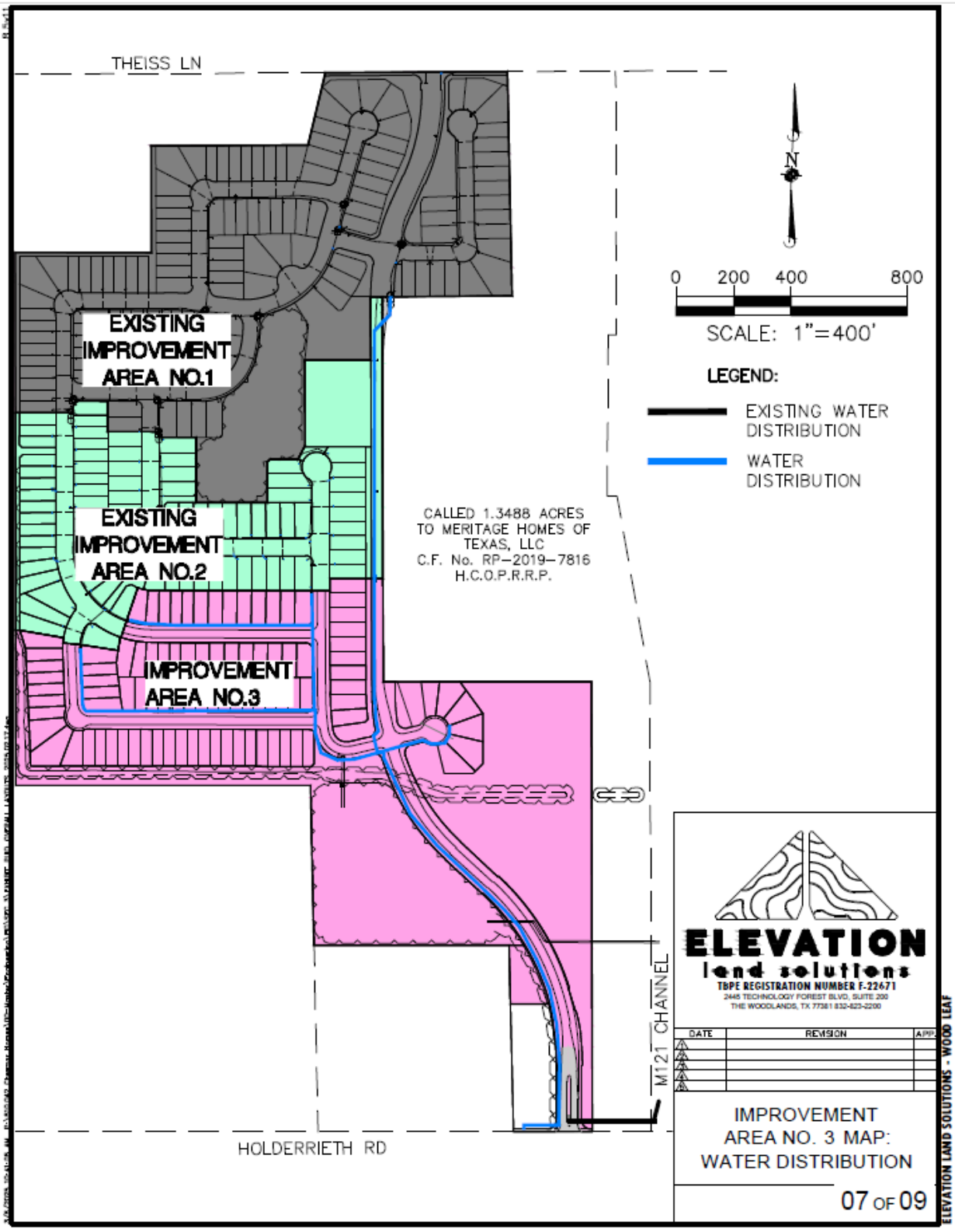
APPENDIX 5
IMPROVEMENT AREA NO. 3 MAP: STORM DRAINAGE


THEISS LN
EXISTING IMPROVEMENT AREA NO.1
EXISTING IMPROVEMENT AREA NO.2
IMPROVEMENT AREA NO.3
CALLED 1.3488 ACRES
TO MERITAGE HOMES OF
TEXAS, LLC
C.F. No. RP-2019-7816
H.C.O.P.R.R.P.
M121 CHANNEL
HOLDERRIETH RD
N
0 200 400 800
SCALE: 1"=400'
LEGEND:
EXISTING STORM DRAINAGE
STORM DRAINAGE
ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671
2445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-623-2200
DATE
REVISION
APP.
IMPROVEMENT AREA NO. 3 MAP: STORM DRAINAGE
05 OF 09

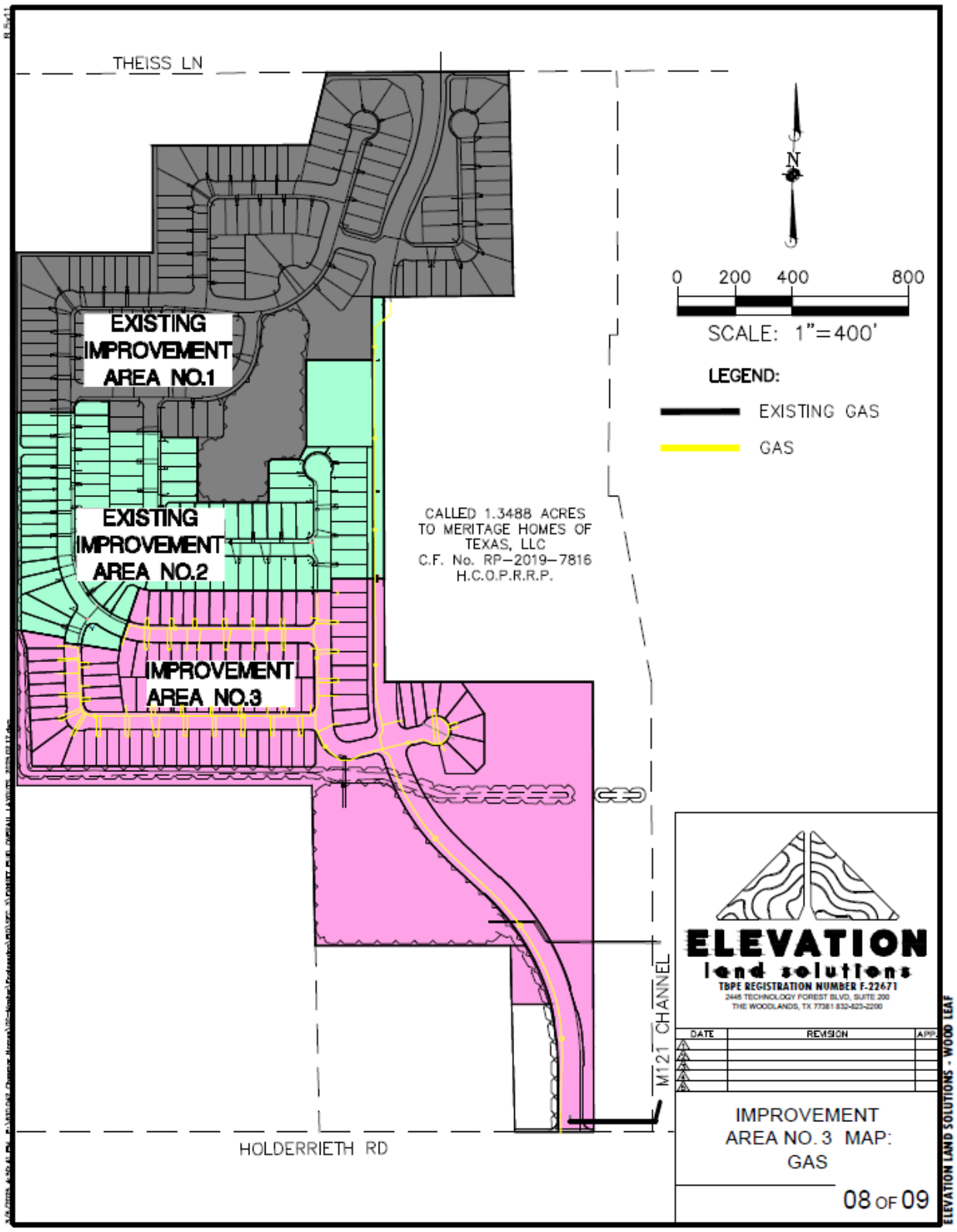
APPENDIX 6
IMPROVEMENT AREA NO. 3 MAP: SANITARY SEWER


THEISS LN
EXISTING IMPROVEMENT AREA NO.1
EXISTING IMPROVEMENT AREA NO.2
IMPROVEMENT AREA NO.3
CALLED 1.3488 ACRES
TO MERITAGE HOMES OF
TEXAS, LLC
C.F. No. RP-2019-7816
H.C.O.P.R.R.P.
M121 CHANNEL
HOLDERRIETH RD
N
0 200 400 800
SCALE: 1"=400'
LEGEND:
EXISTING SANITARY SEWER
SANITARY SEWER
ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671
2445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200
DATE
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IMPROVEMENT AREA NO. 3 MAP: SANITARY SEWER
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ELEVATION LAND SOLUTIONS - WOOD LEAF

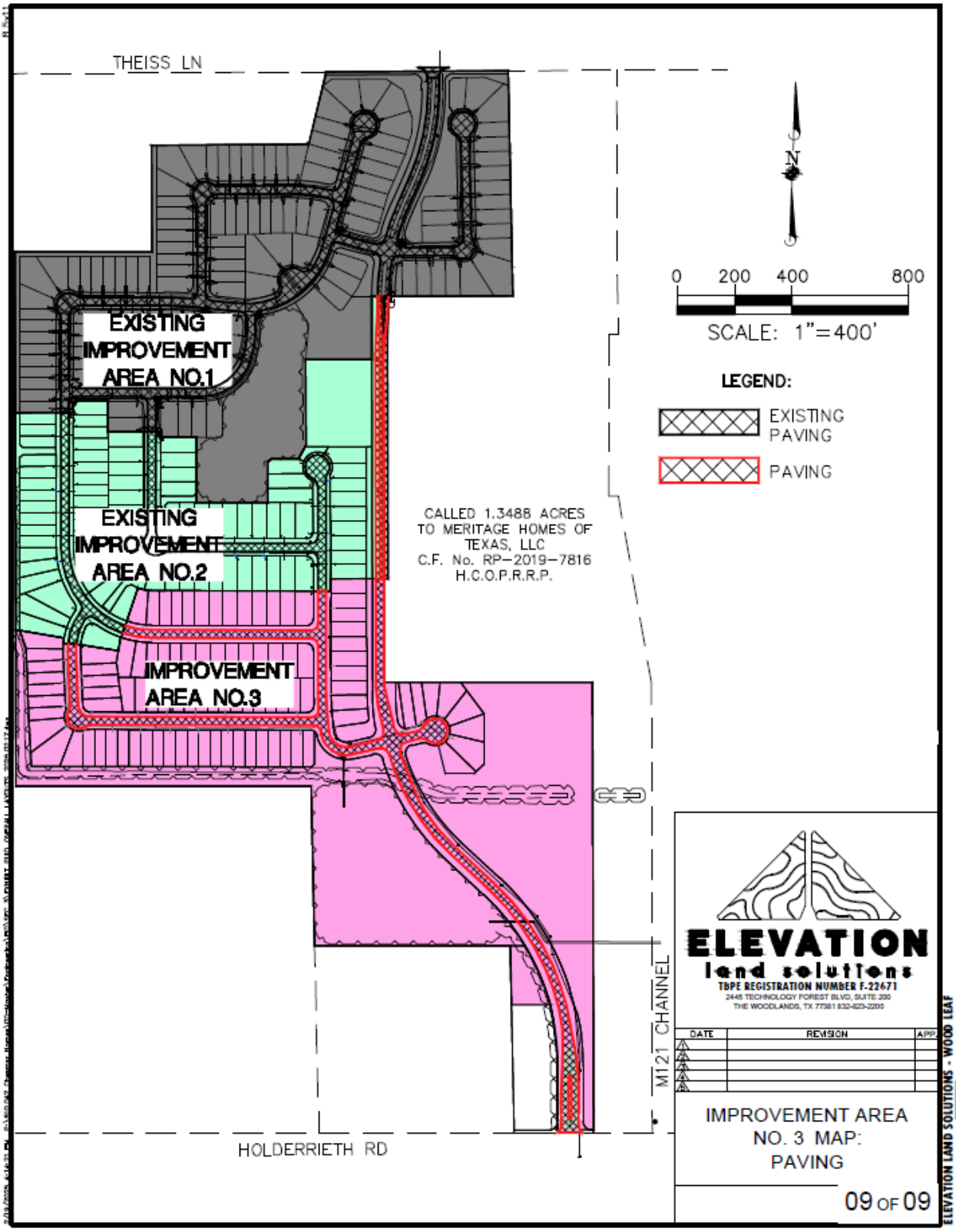
APPENDIX 7
IMPROVEMENT AREA NO. 3 MAP: WATER DISTRIBUTION


THEISS LN
EXISTING IMPROVEMENT AREA NO.1
EXISTING IMPROVEMENT AREA NO.2
IMPROVEMENT AREA NO.3
CALLED 1.3488 ACRES
TO MERITAGE HOMES OF
TEXAS, LLC
C.F. No. RP-2019-7816
H.C.O.P.R.R.P.
M121 CHANNEL
HOLDERRIETH RD
N
0 200 400 800
SCALE: 1"=400'
LEGEND:
EXISTING WATER DISTRIBUTION
WATER DISTRIBUTION
ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671
2445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200
DATE
REVISION
IMPROVEMENT AREA NO. 3 MAP: WATER DISTRIBUTION
07 OF 09
ELEVATION LAND SOLUTIONS - WOOD LEAF

APPENDIX 8
IMPROVEMENT AREA NO. 3 MAP: GAS


THEISS LN
EXISTING IMPROVEMENT AREA NO.1
EXISTING IMPROVEMENT AREA NO.2
IMPROVEMENT AREA NO.3
CALLED 1.3488 ACRES
TO MERITAGE HOMES OF
TEXAS, LLC
C.F. No. RP-2019-7816
H.C.O.P.R.R.P.
M121 CHANNEL
HOLDERRIETH RD
N
0 200 400 800
SCALE: 1"=400'
LEGEND:
EXISTING GAS
GAS
ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671
2445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200
DATE
REVISION
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IMPROVEMENT AREA NO. 3 MAP: GAS
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ELEVATION LAND SOLUTIONS - WOOD LEAF

APPENDIX 9
IMPROVEMENT AREA NO. 3 MAP: PAVING


THEISS LN
EXISTING IMPROVEMENT AREA NO.1
EXISTING IMPROVEMENT AREA NO.2
IMPROVEMENT AREA NO.3
CALLED 1.3488 ACRES
TO MERITAGE HOMES OF
TEXAS, LLC
C.F. No. RP-2019-7816
H.C.O.P.R.R.P.
N
0 200 400 800
SCALE: 1"=400'
LEGEND:
EXISTING PAVING
PAVING
M121 CHANNEL
HOLDERRIETH RD
ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671
2445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200
DATE
REVISION
IMPROVEMENT AREA NO. 3 MAP: PAVING
09 OF 09
ELEVATION LAND SOLUTIONS - WOOD LEAF

APPENDIX B – BUYER DISCLOSURES

Forms of the buyer disclosures for the following Lot Types are found in this Appendix:

- Improvement Area #1
  - Lot Type 1
  - Lot Type 2
- Improvement Area #2
  - Lot Type 3
  - Lot Type 4
- Improvement Area #3
  - Lot Type 5
  - Lot Type 6
  - Initial Parcel

WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1 - BUYER DISCLOSURE LOT TYPE 1

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
PROPERTY ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: $32,114.77

As the purchaser of the real property described above, you are obligated to pay assessments to Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Wood Leaf Reserve Public Improvement District – Improvement Area #1*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Tomball.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

ANNUAL INSTALLMENTS - LOT TYPE 1

	Lot Type 1 - Improvement Area #1 2022 Bonds				
Installment Due January 31,	Principal	Interest [a]	Additional Interest [b]	Annual Collection Costs [c]	Total Installment [d]
2026	$ 585.02	$ 1,847.34	$ 160.57	$ 319.20	$ 2,912.13
2027	608.12	1,819.55	157.65	325.58	2,910.90
2028	631.21	1,790.67	154.61	332.09	2,908.58
2029	662.00	1,758.32	151.45	338.73	2,910.50
2030	692.79	1,724.39	148.14	345.51	2,910.83
2031	723.58	1,688.88	144.68	352.42	2,909.56
2032	754.37	1,651.80	141.06	359.47	2,906.70
2033	785.16	1,613.14	137.29	366.66	2,902.25
2034	831.35	1,567.01	133.36	373.99	2,905.71
2035	877.54	1,518.17	129.21	381.47	2,906.38
2036	923.72	1,466.61	124.82	389.10	2,904.25
2037	969.91	1,412.34	120.20	396.88	2,899.33
2038	1,023.79	1,355.36	115.35	404.82	2,899.32
2039	1,077.68	1,295.21	110.23	412.91	2,896.04
2040	1,139.26	1,231.90	104.84	421.17	2,897.17
2041	1,200.84	1,164.97	99.15	429.60	2,894.55
2042	1,270.12	1,094.42	93.14	438.19	2,895.87
2043	1,339.40	1,019.80	86.79	446.95	2,892.94
2044	1,408.68	941.11	80.09	455.89	2,885.77
2045	1,493.35	858.35	73.05	465.01	2,889.76
2046	1,578.03	770.62	65.58	474.31	2,888.54
2047	1,662.70	677.91	57.69	483.80	2,882.10
2048	1,762.77	580.22	49.38	493.47	2,885.85
2049	1,862.84	476.66	40.57	503.34	2,883.41
2050	1,970.61	367.22	31.25	513.41	2,882.49
2051	2,078.38	251.45	21.40	523.68	2,874.90
2052	2,201.54	129.34	11.01	534.15	2,876.04
Total	**$ 32,114.77**	**$ 32,072.75**	**$ 2,742.57**	**$ 11,281.79**	**$ 78,211.87**

Footnotes:

[a] Interest on the Improvement Area #1 Bonds is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] Includes a $60 per lot ($7,380 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.

[d] The figures shown are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1 - BUYER DISCLOSURE LOT TYPE 2

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
PROPERTY ADDRESS

LOT TYPE 2 PRINCIPAL ASSESSMENT: $36,007.46

As the purchaser of the real property described above, you are obligated to pay assessments to Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Wood Leaf Reserve Public Improvement District – Improvement Area #1*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Tomball.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

ANNUAL INSTALLMENTS - LOT TYPE 2

	Lot Type 2 - Improvement Area #1 2022 Bonds				
Installment Due January 31,	Principal	Interest[a]	Additional Interest[b]	Annual Collection Costs[c]	Total Installment[d]
2026	$ 655.94	$ 2,071.26	$ 180.04	$ 357.89	$ 3,265.12
2027	681.83	2,040.10	176.76	365.04	3,263.73
2028	707.72	2,007.72	173.35	372.35	3,261.13
2029	742.24	1,971.45	169.81	379.79	3,263.29
2030	776.77	1,933.41	166.10	387.39	3,263.66
2031	811.29	1,893.60	162.21	395.14	3,262.24
2032	845.81	1,852.02	158.16	403.04	3,259.03
2033	880.34	1,808.67	153.93	411.10	3,254.03
2034	932.12	1,756.95	149.53	419.32	3,257.92
2035	983.90	1,702.19	144.87	427.71	3,258.67
2036	1,035.69	1,644.38	139.95	436.26	3,256.28
2037	1,087.47	1,583.54	134.77	444.99	3,250.77
2038	1,147.89	1,519.65	129.33	453.89	3,250.76
2039	1,208.30	1,452.21	123.59	462.97	3,247.07
2040	1,277.35	1,381.22	117.55	472.22	3,248.35
2041	1,346.40	1,306.18	111.16	481.67	3,245.41
2042	1,424.07	1,227.08	104.43	491.30	3,246.88
2043	1,501.75	1,143.41	97.31	501.13	3,243.60
2044	1,579.43	1,055.18	89.80	511.15	3,235.56
2045	1,674.36	962.39	81.91	521.37	3,240.04
2046	1,769.30	864.02	73.53	531.80	3,238.66
2047	1,864.24	760.08	64.69	542.44	3,231.44
2048	1,976.44	650.55	55.37	553.29	3,235.65
2049	2,088.64	534.44	45.48	564.35	3,232.91
2050	2,209.47	411.73	35.04	575.64	3,231.88
2051	2,330.30	281.92	23.99	587.15	3,223.37
2052	2,468.39	145.02	12.34	598.89	3,224.65
Total	**$ 36,007.46**	**$ 35,960.35**	**$ 3,075.00**	**$ 12,649.28**	**$ 87,692.10**

Footnotes:

[a] Interest on the Improvement Area #1 Bonds is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] Includes a $60 per lot ($7,380 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.

[d] The figures shown are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT - IMPROVEMENT AREA #2 - BUYER DISCLOSURE LOT TYPE 3

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
PROPERTY ADDRESS

LOT TYPE 3 PRINCIPAL ASSESSMENT: $34,538.48

As the purchaser of the real property described above, you are obligated to pay assessments to Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Wood Leaf Reserve Public Improvement District – Improvement Area #2*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Tomball.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

ANNUAL INSTALLMENTS - LOT TYPE 3

	Lot Type 3 - Improvement Area #2 2024 Bonds				
Installments Due 1/31	Principal	Interest [a]	Additional Interest [b]	Annual Collection Costs	Total Installment [c]
2026	$ 595.29	$ 1,943.21	$ 169.83	$ 391.75	$ 3,100.09
2027	618.63	1,910.47	166.86	399.59	3,095.55
2028	641.98	1,876.45	163.76	407.58	3,089.77
2029	677.00	1,841.14	160.55	415.73	3,094.42
2030	700.34	1,803.90	157.17	424.05	3,085.46
2031	735.36	1,765.38	153.67	432.53	3,086.93
2032	770.37	1,724.94	149.99	441.18	3,086.48
2033	793.72	1,682.57	146.14	450.00	3,072.43
2034	828.74	1,638.91	142.17	459.00	3,068.82
2035	875.43	1,593.33	138.03	468.18	3,074.97
2036	910.44	1,545.19	133.65	477.54	3,066.82
2037	945.46	1,495.11	129.10	487.09	3,056.76
2038	992.15	1,443.11	124.37	496.84	3,056.47
2039	1,038.84	1,388.54	119.41	506.77	3,053.56
2040	1,085.53	1,331.41	114.21	516.91	3,048.06
2041	1,143.89	1,271.70	108.79	527.25	3,051.63
2042	1,190.58	1,208.79	103.07	537.79	3,040.23
2043	1,248.94	1,143.31	97.11	548.55	3,037.91
2044	1,307.30	1,074.61	90.87	559.52	3,032.31
2045	1,377.34	1,002.71	84.33	570.71	3,035.09
2046	1,447.37	923.52	77.45	582.12	3,030.46
2047	1,517.41	840.29	70.21	593.77	3,021.67
2048	1,599.11	753.04	62.62	605.64	3,020.42
2049	1,680.82	661.09	54.63	617.75	3,014.29
2050	1,762.52	564.45	46.22	630.11	3,003.30
2051	1,855.90	463.10	37.41	642.71	2,999.12
2052	1,960.95	356.39	28.13	655.57	3,001.04
2053	2,066.01	243.63	18.33	668.68	2,996.64
2054	2,171.06	124.84	8.00	682.05	2,985.94
Total	**$ 34,538.48**	**$ 35,615.13**	**$ 3,056.05**	**$ 15,196.94**	**$ 88,406.60**

Footnotes:

[a] Interest on the Improvement Area #2 Series 2024 Bonds is calculated at the actual rate of the Series 2024 Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT - IMPROVEMENT AREA #2 - BUYER DISCLOSURE LOT TYPE 4

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
PROPERTY ADDRESS

LOT TYPE 4 PRINCIPAL ASSESSMENT: $38,046.81

As the purchaser of the real property described above, you are obligated to pay assessments to Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Wood Leaf Reserve Public Improvement District – Improvement Area #2*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Tomball.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

ANNUAL INSTALLMENTS - LOT TYPE 4

	Lot Type 4 - Improvement Area #2 2024 Bonds					
Installments Due 1/31	Principal	Interest [a]	Capitalized Interest	Additional Interest [b]	Annual Collection Costs	Total Installment [c]
2026	$ 655.76	$ 2,140.60	$ -	$ 187.08	$ 431.55	$ 3,414.99
2027	681.47	2,104.53	-	183.81	440.18	3,409.99
2028	707.19	2,067.05	-	180.40	448.98	3,403.62
2029	745.76	2,028.16	-	176.86	457.96	3,408.74
2030	771.48	1,987.14	-	173.13	467.12	3,398.87
2031	810.05	1,944.71	-	169.28	476.46	3,400.50
2032	848.63	1,900.15	-	165.23	485.99	3,400.00
2033	874.34	1,853.48	-	160.98	495.71	3,384.52
2034	912.92	1,805.39	-	156.61	505.62	3,380.54
2035	964.35	1,755.18	-	152.05	515.74	3,387.31
2036	1,002.92	1,702.14	-	147.22	526.05	3,378.34
2037	1,041.50	1,646.98	-	142.21	536.57	3,367.26
2038	1,092.93	1,589.70	-	137.00	547.30	3,366.93
2039	1,144.36	1,529.59	-	131.54	558.25	3,363.74
2040	1,195.79	1,466.65	-	125.82	569.41	3,357.67
2041	1,260.08	1,400.88	-	119.84	580.80	3,361.60
2042	1,311.52	1,331.57	-	113.54	592.42	3,349.05
2043	1,375.81	1,259.44	-	106.98	604.27	3,346.49
2044	1,440.10	1,183.77	-	100.10	616.35	3,340.32
2045	1,517.24	1,104.57	-	92.90	628.68	3,343.39
2046	1,594.39	1,017.32	-	85.31	641.25	3,338.28
2047	1,671.54	925.65	-	77.34	654.08	3,328.61
2048	1,761.55	829.53	-	68.98	667.16	3,327.22
2049	1,851.55	728.24	-	60.18	680.50	3,320.48
2050	1,941.56	621.78	-	50.92	694.11	3,308.37
2051	2,044.42	510.14	-	41.21	708.00	3,303.77
2052	2,160.14	392.59	-	30.99	722.16	3,305.87
2053	2,275.87	268.38	-	20.19	736.60	3,301.03
2054	2,391.59	137.52	-	8.81	751.33	3,289.24
Total	**$ 38,046.81**	**$ 39,232.83**	**$ -**	**$ 3,366.48**	**$ 16,740.61**	**$ 97,386.74**

Footnotes:

[a] Interest on the Improvement Area #2 Series 2024 Bonds is calculated at the actual rate of the Series 2024 Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT - IMPROVEMENT AREA #3 - BUYER DISCLOSURE LOT TYPE 5

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
PROPERTY ADDRESS

LOT TYPE 5 PRINCIPAL ASSESSMENT: $36,466.42

As the purchaser of the real property described above, you are obligated to pay assessments to Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Wood Leaf Reserve Public Improvement District – Improvement Area #3*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Tomball.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

ANNUAL INSTALLMENTS - LOT TYPE 5

	Lot Type 5 - Improvement Area #3				
Installments Due 1/31	Principal	Interest [a]	Additional Interest [b]	Annual Collection Costs	Total Installment [c]
2026	$ 583.72	$ 2,103.77	$ 182.33	$ 541.46	$ 3,411.28
2027	615.56	2,071.67	179.41	552.29	3,418.92
2028	636.78	2,037.81	176.34	563.33	3,414.26
2029	668.62	2,002.79	173.15	574.60	3,419.16
2030	689.85	1,966.01	169.81	586.09	3,411.76
2031	721.69	1,928.07	166.36	597.81	3,413.93
2032	753.53	1,888.38	162.75	609.77	3,414.42
2033	785.37	1,846.93	158.98	621.96	3,413.25
2034	817.20	1,803.74	155.06	634.40	3,410.40
2035	859.66	1,758.79	150.97	647.09	3,416.51
2036	891.50	1,711.51	146.67	660.03	3,409.71
2037	933.95	1,662.48	142.21	673.23	3,411.88
2038	976.40	1,611.11	137.55	686.70	3,411.76
2039	1,018.85	1,557.41	132.66	700.43	3,409.36
2040	1,071.92	1,501.37	127.57	714.44	3,415.30
2041	1,124.98	1,442.42	122.21	728.73	3,418.34
2042	1,178.05	1,380.54	116.58	743.30	3,418.48
2043	1,231.11	1,315.75	110.69	758.17	3,415.73
2044	1,284.18	1,248.04	104.54	773.33	3,410.09
2045	1,347.86	1,177.41	98.12	788.80	3,412.18
2046	1,422.15	1,096.54	91.38	804.58	3,414.64
2047	1,496.44	1,011.21	84.27	820.67	3,412.58
2048	1,581.34	921.42	76.79	837.08	3,416.63
2049	1,666.25	826.54	68.88	853.82	3,415.49
2050	1,751.15	726.57	60.55	870.90	3,409.17
2051	1,857.28	621.50	51.79	888.32	3,418.89
2052	1,952.80	510.06	42.51	906.08	3,411.45
2053	2,069.54	392.89	32.74	924.20	3,419.38
2054	2,175.67	268.72	22.39	942.69	3,409.48
2055	2,303.03	138.18	11.52	961.54	3,414.27
Total	**$ 36,466.42**	**$ 40,529.67**	**$ 3,456.77**	**$ 21,965.84**	**$ 102,418.70**

Footnotes:

[a] Interest on the Improvement Area #3 Series 2025 Bonds is calculated at the actual rate of the Series 2025 Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT - IMPROVEMENT AREA #3 - BUYER DISCLOSURE LOT TYPE 6

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
PROPERTY ADDRESS

LOT TYPE 6 PRINCIPAL ASSESSMENT: $40,784.81

As the purchaser of the real property described above, you are obligated to pay assessments to Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Wood Leaf Reserve Public Improvement District – Improvement Area #3*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Tomball.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

ANNUAL INSTALLMENTS - LOT TYPE 6

	Lot Type 6 - Improvement Area #3				
Installments Due 1/31	Principal	Interest [a]	Additional Interest [b]	Annual Collection Costs	Total Installment [c]
2026	652.84	2,352.90	203.92	605.58	3,815.24
2027	688.45	2,316.99	200.66	617.69	3,823.79
2028	712.19	2,279.13	197.22	630.04	3,818.58
2029	747.80	2,239.96	193.66	642.64	3,824.06
2030	771.54	2,198.83	189.92	655.49	3,815.78
2031	807.15	2,156.40	186.06	668.60	3,818.21
2032	842.76	2,112.00	182.02	681.98	3,818.76
2033	878.37	2,065.65	177.81	695.62	3,817.45
2034	913.98	2,017.34	173.42	709.53	3,814.27
2035	961.46	1,967.07	168.85	723.72	3,821.10
2036	997.07	1,914.19	164.04	738.19	3,813.49
2037	1,044.55	1,859.35	159.06	752.96	3,815.91
2038	1,092.03	1,801.90	153.83	768.02	3,815.78
2039	1,139.51	1,741.84	148.37	783.38	3,813.10
2040	1,198.85	1,679.17	142.68	799.04	3,819.74
2041	1,258.20	1,613.23	136.68	815.03	3,823.14
2042	1,317.55	1,544.03	130.39	831.33	3,823.30
2043	1,376.90	1,471.56	123.80	847.95	3,820.22
2044	1,436.25	1,395.84	116.92	864.91	3,813.92
2045	1,507.47	1,316.84	109.74	882.21	3,816.26
2046	1,590.56	1,226.39	102.20	899.85	3,819.01
2047	1,673.65	1,130.96	94.25	917.85	3,816.71
2048	1,768.61	1,030.54	85.88	936.21	3,821.23
2049	1,863.57	924.42	77.04	954.93	3,819.96
2050	1,958.53	812.61	67.72	974.03	3,812.88
2051	2,077.22	695.10	57.92	993.51	3,823.76
2052	2,184.05	570.47	47.54	1,013.38	3,815.44
2053	2,314.62	439.42	36.62	1,033.65	3,824.31
2054	2,433.32	300.54	25.05	1,054.32	3,813.23
2055	2,575.76	154.55	12.88	1,075.41	3,818.59
Total	**$ 40,784.81**	**$ 45,329.24**	**$ 3,866.13**	**$ 24,567.06**	**$ 114,547.23**

Footnotes:

[a] Interest on the Improvement Area #3 Series 2025 Bonds is calculated at the actual rate of the Series 2025 Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT - IMPROVEMENT AREA #3 - BUYER DISCLOSURE INITIAL PARCEL

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
PROPERTY ADDRESS

INITIAL PARCEL PRINCIPAL ASSESSMENT: $3,436,000.00

As the purchaser of the real property described above, you are obligated to pay assessments to Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Wood Leaf Reserve Public Improvement District – Improvement Area #3*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Tomball.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

ANNUAL INSTALLMENTS - INITIAL PARCEL

	Improvement Area #3 2025 Bonds					
Installment Due 1/31	Principal	Interest [a]	Capitalized Interest	Additional Interest[b]	Annual Collection Costs	Total Installment[c]
2026	$ 55,000.00	$ 198,225.00	$ -	$ 17,180	$ 51,018.00	$ 321,423.00
2027	$ 58,000.00	$ 195,200.00	$ -	$ 16,905	$ 52,038.36	$ 322,143.36
2028	$ 60,000.00	$ 192,010.00	$ -	$ 16,615	$ 53,079.13	$ 321,704.13
2029	$ 63,000.00	$ 188,710.00	$ -	$ 16,315	$ 54,140.71	$ 322,165.71
2030	$ 65,000.00	$ 185,245.00	$ -	$ 16,000	$ 55,223.52	$ 321,468.52
2031	$ 68,000.00	$ 181,670.00	$ -	$ 15,675	$ 56,327.99	$ 321,672.99
2032	$ 71,000.00	$ 177,930.00	$ -	$ 15,335	$ 57,454.55	$ 321,719.55
2033	$ 74,000.00	$ 174,025.00	$ -	$ 14,980	$ 58,603.65	$ 321,608.65
2034	$ 77,000.00	$ 169,955.00	$ -	$ 14,610	$ 59,775.72	$ 321,340.72
2035	$ 81,000.00	$ 165,720.00	$ -	$ 14,225	$ 60,971.23	$ 321,916.23
2036	$ 84,000.00	$ 161,265.00	$ -	$ 13,820	$ 62,190.66	$ 321,275.66
2037	$ 88,000.00	$ 156,645.00	$ -	$ 13,400	$ 63,434.47	$ 321,479.47
2038	$ 92,000.00	$ 151,805.00	$ -	$ 12,960	$ 64,703.16	$ 321,468.16
2039	$ 96,000.00	$ 146,745.00	$ -	$ 12,500	$ 65,997.22	$ 321,242.22
2040	$ 101,000.00	$ 141,465.00	$ -	$ 12,020	$ 67,317.17	$ 321,802.17
2041	$ 106,000.00	$ 135,910.00	$ -	$ 11,515	$ 68,663.51	$ 322,088.51
2042	$ 111,000.00	$ 130,080.00	$ -	$ 10,985	$ 70,036.78	$ 322,101.78
2043	$ 116,000.00	$ 123,975.00	$ -	$ 10,430	$ 71,437.52	$ 321,842.52
2044	$ 121,000.00	$ 117,595.00	$ -	$ 9,850	$ 72,866.27	$ 321,311.27
2045	$ 127,000.00	$ 110,940.00	$ -	$ 9,245	$ 74,323.59	$ 321,508.59
2046	$ 134,000.00	$ 103,320.00	$ -	$ 8,610	$ 75,810.06	$ 321,740.06
2047	$ 141,000.00	$ 95,280.00	$ -	$ 7,940	$ 77,326.27	$ 321,546.27
2048	$ 149,000.00	$ 86,820.00	$ -	$ 7,235	$ 78,872.79	$ 321,927.79
2049	$ 157,000.00	$ 77,880.00	$ -	$ 6,490	$ 80,450.25	$ 321,820.25
2050	$ 165,000.00	$ 68,460.00	$ -	$ 5,705	$ 82,059.25	$ 321,224.25
2051	$ 175,000.00	$ 58,560.00	$ -	$ 4,880	$ 83,700.44	$ 322,140.44
2052	$ 184,000.00	$ 48,060.00	$ -	$ 4,005	$ 85,374.45	$ 321,439.45
2053	$ 195,000.00	$ 37,020.00	$ -	$ 3,085	$ 87,081.93	$ 322,186.93
2054	$ 205,000.00	$ 25,320.00	$ -	$ 2,110	$ 88,823.57	$ 321,253.57
2055	$ 217,000.00	$ 13,020.00	$ -	$ 1,085	$ 90,600.04	$ 321,705.04
Total	**$ 3,436,000.00**	**$ 3,818,855.00**	**$ (63,321.88)**	**$ 325,710**	**$ 2,069,702.26**	**$ 9,586,945.38**

Footnotes:

[a] Interest on the Improvement Area #3 Series 2025 Bonds is calculated at the actual rate of the Series 2025 Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 21, 2025

Topic:

Adopt, on First Reading, Ordinance No. 2025-26, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Seven Oaks Public Improvement District Number 14 (PID 14).

Background:

Approval of this Ordinance will approve the 2025 annual update to the Service and Assessment Plan (SAP) for the Seven Oaks Public Improvement District Number 14 (PID 14). Under Section 372.013(b) of the Texas Local Government Code, the City Council is required to annually review and potentially update the SAP. Under the 2025 SAP update, which also updates the assessment roll for 2025, the applicable assessment rates of PID 14 are not changing.

The original SAP was adopted by City Council on April 3, 2023 (Ordinance No. 2023-06) and includes a 30-year payment term, and the 2024 Annual Update was adopted on July 15, 2024 (Ordinance No. 2024-21). The 2025 annual installment to be collected from parcels within PID 14 as shown on the assessment roll of the 2025 SAP update with a summary below, due on January 31, 2026.

Improvement Area	Annual Installment (with Admin. Fees)
Improvement Area One	$300,982.88
Total Assessments: $300,982.88	

Origination: Project Management

Recommendation:

Staff recommends approving Ordinance 2025-26, 2025 Annual Service and Assessment Plan Update for Seven Oaks Public Improvement District Number 14 (PID 14).

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

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 Meagan Mageo Approved by _____

Staff Member	Date	City Manager	Date

ORDINANCE NO. 2025-26

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS APPROVING THE 2025 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE SEVEN OAKS PUBLIC IMPROVEMENT DISTRICT INCLUDING THE COLLECTION OF THE 2025 ANNUAL INSTALLMENTS.

* * * * * * * * * *

WHEREAS, the City of Tomball, Texas (the "City") received a petition meeting the requirements of Sec. 372.005 of the Public Improvement District Assessment Act (the "Act" requesting the creation of a public improvement district over a portion of the area within the corporate limits of the City to be known as the Seven Oaks Public Improvement District (the "District"); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the boundaries of the proposed District, as determined by the then current ad valorem tax rolls of the Harris County Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the City; and

WHEREAS, on July 18, 2022, the City Council accepted the Petition and called a public hearing for August 15, 2022 on the creation of the District and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located on July 27, 2022; and,

WHEREAS, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on August 15,2022; and

WHEREAS, on August 15, 2022 the City Council opened and conducted such public hearing on the advisability of the improvements and the creation of the District and approved the

WHEREAS, the City Council approved the creation of the PID by Resolution approved on August 15, 2022 (the " Creation Resolution") and recorded the Creation Resolution as authorized by the Act; and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Service and Assessment Plan for Authorized Improvements within the District (the "Service and Assessment Plan") and an assessment roll for of the District (the "Assessment Roll") that states the assessment against each parcel of land within the District (the "Assessments"); and

WHEREAS, the City called a public hearing regarding the proposed levy of Assessments

pursuant to the Service and Assessment Plan and the proposed Assessment Roll on property within the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City, pursuant to Section 372.016(b) of the Act, published notice in a newspaper of general circulation within the City to consider the proposed Service and Assessment Plan for the District and the levy of the Assessments, as defined in the Service and Assessment Plan, on property in the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the Act caused the mailing of notice of the public hearing to consider the proposed Service and Assessment Plan and the Assessment Roll attached to the Service and Assessment Plan and the levy of Assessments on property in the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the public hearing at 6:00 p.m. on the 20th day of March 2023, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the costs of the Authorized Improvements, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council approved an Ordinance levying Assessments on property within the District; and

WHEREAS, pursuant to the Act, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the PID Act; and

WHEREAS, the City Council has directed that an update to the Service and Assessment Plan and the Assessment Roll for the District be prepared for 2025 (together, the "2025 Updates"); and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance approving the 2025 Updates attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Tomball, Texas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, THAT:

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the 2025 Updates attached hereto as Exhibit A are hereby approved and accepted as provided.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision.

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: It is hereby declared to be the intention of the City Council of the City of Tomball, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Tomball without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 6: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 21st DAY OF July, 2025.

COUNCILMAN FORD	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
COUNCILMAN PARR	_____

SECOND READING:

READ, PASSED, APPROVED AND ORDAINED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 4th DAY OF AUGUST 2025.

COUNCILMAN FORD	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
COUNCILMAN PARR	_____

_____
Lori Klein-Quinn, Mayor

ATTEST:

_____
Thomas Harris III, City Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Lori Klein Quinn the Mayor of the City of Tomball, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

[NOTARY STAMP]

_____
Notary Public, State of Texas

EXHIBIT A
2025 SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL UPDATE

SEVEN OAKS
PUBLIC IMPROVEMENT DISTRICT
2025 ANNUAL SERVICE PLAN UPDATE

JULY 21, 2025

INTRODUCTION

Capitalized terms used in this 2025 Annual Service Plan Update shall have the meanings given to them in the 2023 Service and Assessment Plan (the "2023 SAP"), used for levying the Assessment.

The District was created pursuant to the PID Act by Resolution No. 2022-27 on August 15, 2022 by the City to finance certain Authorized Improvements for the benefit of the property in the District.

On April 17, 2023, the City Council approved the 2023 SAP for the District by adopting Ordinance No. 2023-06 which approved the levy of Assessments for Assessed Property within the District and approved the Assessment Rolls.

On July 15, 2024, the City Council approved the 2024 SAP for the District by adopting Ordinance No. 2024-21 which approved the levy of Assessments for Assessed Property within the District and approved the Assessment Rolls.

The 2023 SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Parcels within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the 2023 SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2025.

The City Council also adopted an Assessment Roll identifying the Assessments on each Lot within the District, based on the method of assessment identified in the 2023 SAP. This 2025 Annual Service Plan Update also updates the Assessment Roll for 2025.

PARCEL SUBDIVISION

- The Seven Oaks Holderrieth Plat was filed and recorded with the County on April 12, 2023, and consists of 141 residential Lots and 12 Lots of Non-Benefited Property.

See the anticipated Lot Type classification summary within District below:

District	
Lot Type	**Number of Lots**
Lot Type 1	141
Total	**141**

See **Exhibit C** for the Lot Type classification map.

LOT AND HOME SALES

Per the Developer, as of March 31, 2025, the lot ownership composition is provided below:

- Developer Owned:
  - Lot Type 1: 0
- Homebuilder Owned:
  - Lot Type 1: 109
- End-User Owned:
  - Lot Type 1: 32

See **Exhibit D** for the buyer disclosures.

AUTHORIZED IMPROVEMENTS

The Developer has completed the Authorized Improvements listed in the 2023 SAP and they were dedicated to the City on May 24, 2023.

OUTSTANDING ASSESSMENT

The District has an outstanding Assessment of $3,396,057.00.

ANNUAL INSTALLMENT DUE 1/31/2026

- ***Principal and Interest*** – The total principal and interest required for the Annual Installment is $259,841.68.
- ***Annual Collection Costs*** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment for the District is $41,141.20. A breakdown of the Annual Collection Costs is shown below.

District	
Improvement Area #1	
Administration	$ 18,727.20
City Auditor/City Administrative Expenses	9,460.00
Filing Fees	1,000.00
County Collection	154.00
PID Trustee Fees	-
Dissemination Agent	-
Draw Request Review	3,400.00
Collection Cost Maintenance Balance	10,000.00
Less CCMB Credit from Prior Years	(1,600.00)
Total Annual Collection Costs	**$41,141.20**

District		
Improvement Area #1		
Principal	$	47,588.12
Interest	$	212,253.56
Additional Interest	$	-
	$	259,841.68
Annual Collection Costs	$	41,141.20
Total Annual Installment	**$**	**300,982.88**

Please contact P3Works for the pay period for the District. See **Exhibit B** for the Annual Installment schedule for the District.

PREPAYMENT OF ASSESSMENTS IN FULL

No parcels in the District have made full Prepayments.

PARTIAL PREPAYMENT OF ASSESSMENTS

No parcels in the District have made partial Prepayments.

SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

District						
Annual Installments Due		**1/31/2026**	**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**
Principal		$ 47,588.12	$ 50,562.38	$ 53,722.52	$ 57,080.18	$ 60,647.69
Interest		$ 212,253.56	$ 209,279.31	$ 206,119.16	$ 202,761.50	$ 199,193.99
	(1)	$ 259,841.68	$ 259,841.68	$ 259,841.68	$ 259,841.68	$ 259,841.68
Annual Collection Costs	(2)	$ 41,141.20	$ 41,964.02	$ 42,803.30	$ 43,659.37	$ 44,532.56
Additional Interest[a]	(4)	$ -	$ -	$ -	$ -	$ -
Total Annual Installments	**(3) = (1) + (2)**	**$ 300,982.88**	**$ 301,805.70**	**$ 302,644.99**	**$ 303,501.05**	**$ 304,374.24**

Footnotes:

[a] PID Bonds are not being issued at this time. The levy is pursuant to the Reimbursement Agreement and Additional Interest will be collected if PID bonds are issued.

ASSESSMENT ROLL

The list of current Parcels or Lots within the District, the corresponding total assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A**. The Parcels or Lots shown on the Assessment Rolls will receive the bills for the 2025 Annual Installments which will be delinquent if not paid by January 31, 2026

EXHIBIT A –DISTRICT ASSESSMENT ROLL

Property ID[c]	Property Address	Legal Description	Lot Type	Outstanding Assessment	District				
					Principal	Interest	Additional Interest	Annual Collection Costs[b]	Annual Installment Due 1/31/2026[a]
1469890010001	2574 MEMORY OAKS DR	LT 1 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010002	2570 MEMORY OAKS DR	LT 2 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010003	2566 MEMORY OAKS DR	LT 3 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010004	2558 MEMORY OAKS DR	LT 4 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010005	2554 MEMORY OAKS DR	LT 5 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010006	2550 MEMORY OAKS DR	LT 6 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010007	2546 MEMORY OAKS DR	LT 7 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010008	0 MEMORY OAKS DR	LT 8 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010009	0 MEMORY OAKS DR	LT 9 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010010	2534 MEMORY OAKS DR	LT 10 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010011	0 MEMORY OAKS DR	LT 11 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010012	0 MEMORY OAKS DR	LT 12 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010013	0 MEMORY OAKS DR	LT 13 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010014	0 MEMORY OAKS DR	LT 14 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010015	0 MEMORY OAKS DR	LT 15 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010016	2527 MEMORY OAKS DR	LT 16 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010017	0 MEMORY OAKS DR	LT 17 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010018	0 MEMORY OAKS DR	LT 18 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010019	0 MEMORY OAKS DR	LT 19 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010020	0 MEMORY OAKS DR	LT 20 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010021	0 MEMORY OAKS DR	LT 21 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010022	0 MEMORY OAKS DR	LT 22 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010023	2418 MEMORY OAKS DR	LT 23 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010024	0 MEMORY OAKS DR	LT 24 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010025	0 MEMORY OAKS DR	LT 25 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010026	0 MEMORY OAKS DR	LT 26 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010027	2402 MEMORY OAKS DR	LT 27 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010028	0 MEMORY OAKS DR	LT 28 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010029	2334 MEMORY OAKS DR	LT 29 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010030	0 MEMORY OAKS DR	LT 30 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010031	0 MEMORY OAKS DR	LT 31 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010032	2318 MEMORY OAKS DR	LT 32 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010033	2314 MEMORY OAKS DR	LT 33 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010034	2310 MEMORY OAKS DR	LT 34 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010035	2306 MEMORY OAKS DR	LT 35 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010036	2302 MEMORY OAKS DR	LT 36 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010037	2238 MEMORY OAKS DR	LT 37 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010038	2234 MEMORY OAKS DR	LT 38 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010039	2230 MEMORY OAKS DR	LT 39 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010040	2226 MEMORY OAKS DR	LT 40 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63

Footnotes:

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[b] The Annual Collection Costs include a $60 per Lot Administrative Fee for the City of Tomball that equates to $8,460 for the District.

[c] Subject to change based on the final certified rolls provided by the County prior to billing.

					District				
Property ID[c]	Property Address	Legal Description	Lot Type	Outstanding Assessment	Principal	Interest	Additional Interest	Annual Collection Costs[b]	Annual Installment Due 1/31/2026[a]
1469890010041	2222 MEMORY OAKS DR	LT 41 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010042	2118 MEMORY OAKS DR	LT 42 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010043	2214 MEMORY OAKS DR	LT 43 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010044	2210 MEMORY OAKS DR	LT 44 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010045	2206 MEMORY OAKS DR	LT 45 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010046	2202 MEMORY OAKS DR	LT 46 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010047	11938 AMBER OAK WAY	LT 47 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010048	11934 AMBER OAK WAY	LT 48 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010049	11930 AMBER OAK WAY	LT 49 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010050	11926 AMBER OAK WAY	LT 50 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010051	11922 AMBER OAK WAY	LT 51 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010052	11918 AMBER OAK WAY	LT 52 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010053	11906 AMBER OAK WAY	LT 53 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010054	11910 AMBER OAK WAY	LT 54 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010055	11906 AMBER OAK WAY	LT 55 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010056	11902 AMBER OAK WAY	LT 56 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010057	2203 SEVEN OAKS BLVD	LT 57 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010058	2207 SEVEN OAKS BLVD	LT 58 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010059	2211 SEVEN OAKS BLVD	LT 59 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010060	2215 SEVEN OAKS BLVD	LT 60 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010061	2219 SEVEN OAKS BLVD	LT 61 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010062	2223 SEVEN OAKS BLVD	LT 62 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010063	2227 SEVEN OAKS BLVD	LT 63 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010064	2231 SEVEN OAKS BLVD	LT 64 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010065	2235 SEVEN OAKS BLVD	LT 65 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010066	0 SEVEN OAKS BLVD	LT 66 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010067	0 SEVEN OAKS BLVD	LT 67 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010068	0 SEVEN OAKS BLVD	LT 68 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010069	0 SEVEN OAKS BLVD	LT 69 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010070	0 SEVEN OAKS BLVD	LT 70 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010071	0 SEVEN OAKS BLVD	LT 71 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010072	0 SEVEN OAKS BLVD	LT 72 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010073	0 SEVEN OAKS BLVD	LT 73 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010074	0 SEVEN OAKS BLVD	LT 74 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010075	0 SEVEN OAKS BLVD	LT 75 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010076	0 SEVEN OAKS BLVD	LT 76 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010077	0 SEVEN OAKS BLVD	LT 77 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010078	0 SEVEN OAKS BLVD	LT 78 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010079	0 SEVEN OAKS BLVD	LT 79 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010080	0 SEVEN OAKS BLVD	LT 80 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63

Footnotes:

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[b] The Annual Collection Costs include a $60 per Lot Administrative Fee for the City of Tomball that equates to $8,460 for the District.

[c] Subject to change based on the final certified rolls provided by the County prior to billing.

					District				
Property ID[c]	Property Address	Legal Description	Lot Type	Outstanding Assessment	Principal	Interest	Additional Interest	Annual Collection Costs[b]	Annual Installment Due 1/31/2026[a]
1469890010081	0 SEVEN OAKS BLVD	LT 81 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010082	0 SEVEN OAKS BLVD	LT 82 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010083	0 SEVEN OAKS BLVD	LT 83 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010084	0 SEVEN OAKS BLVD	LT 84 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010085	0 SEVEN OAKS BLVD	LT 85 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010086	0 SEVEN OAKS BLVD	LT 86 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010087	0 SEVEN OAKS BLVD	LT 87 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010088	0 SEVEN OAKS BLVD	LT 88 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010089	0 SEVEN OAKS BLVD	LT 89 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010090	0 SEVEN OAKS BLVD	LT 90 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010091	0 SEVEN OAKS BLVD	LT 91 BLK 1	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890010092	0 SEVEN OAKS BLVD	RES A BLK 1	Non Benefited	$ -	$ -	$ -	$ -	$ -	$ -
1469890010093	0 MEMORY OAKS DR	RES B BLK 1	Non Benefited	$ -	$ -	$ -	$ -	$ -	$ -
1469890010094	0 MEMORY OAKS DR	RES C BLK 1	Non Benefited	$ -	$ -	$ -	$ -	$ -	$ -
1469890010095	0 SEVEN OAKS BLVD	RES D BLK 1	Non Benefited	$ -	$ -	$ -	$ -	$ -	$ -
1469890010096	0 SEVEN OAKS BLVD	RES E BLK 1	Non Benefited	$ -	$ -	$ -	$ -	$ -	$ -
1469890010097	0 SEVEN OAKS BLVD	RES J BLK 1	Non Benefited	$ -	$ -	$ -	$ -	$ -	$ -
1469890020001	11927 AMBER OAK WAY	LT 1 BLK 2	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890020002	11923 AMBER OAK WAY	LT 2 BLK 2	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890020003	11919 AMBER OAK WAY	LT 3 BLK 2	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890020004	11915 AMBER OAK WAY	LT 4 BLK 2	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890020005	11906 DE CARVALHO LN	LT 5 BLK 2	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890020006	11910 DE CARVALHO LN	LT 6 BLK 2	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890020007	11914 DE CARVALHO LN	LT 7 BLK 2	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890020008	11918 DE CARVALHO LN	LT 8 BLK 2	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890020009	0 DE CARVALHO LN	RES F BLK 2	Non Benefited	$ -	$ -	$ -	$ -	$ -	$ -
1469890030001	0 DE CARVALHO LN	LT 1 BLK 3	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890030002	0 DE CARVALHO LN	LT 2 BLK 3	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890030003	0 DE CARVALHO LN	LT 3 BLK 3	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890030004	0 DE CARVALHO LN	LT 4 BLK 3	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890030005	0 DE CARVALHO LN	LT 5 BLK 3	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890030006	0 DE CARVALHO LN	LT 6 BLK 3	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890030007	0 OUTER BARK DR	LT 7 BLK 3	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890030008	0 OUTER BARK DR	LT 8 BLK 3	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890030009	0 OUTER BARK DR	LT 9 BLK 3	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890030010	0 OUTER BARK DR	LT 10 BLK 3	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890030011	0 OUTER BARK DR	LT 11 BLK 3	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890030012	0 OUTER BARK DR	LT 12 BLK 3	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890040001	0 OUTER BARK DR	LT 1 BLK 4	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890040002	0 OUTER BARK DR	LT 2 BLK 4	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63

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[c] Subject to change based on the final certified rolls provided by the County prior to billing.

					District				
Property ID[c]	Property Address	Legal Description	Lot Type	Outstanding Assessment	Principal	Interest	Additional Interest	Annual Collection Costs[b]	Annual Installment Due 1/31/2026[a]
1469890040003	0 OUTER BARK DR	LT 3 BLK 4	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890040004	0 OUTER BARK DR	LT 4 BLK 4	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890040005	0 OUTER BARK DR	LT 5 BLK 4	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890040006	0 OUTER BARK DR	LT 6 BLK 4	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890040007	0 OLD TREE DR	LT 7 BLK 4	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890040008	0 OLD TREE DR	LT 8 BLK 4	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890040009	0 OLD TREE DR	LT 9 BLK 4	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890040010	0 OLD TREE DR	LT 10 BLK 4	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890040011	0 OLD TREE DR	LT 11 BLK 4	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890040012	0 OLD TREE DR	LT 12 BLK 4	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890040013	0 OLD TREE DR	LT 13 BLK 4	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890040014	0 SEVEN OAKS BLVD	RES G BLK 4	Non Benefited	$ -	$ -	$ -	$ -	$ -	$ -
1469890050001	0 OLD TREE DR	LT 1 BLK 5	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890050002	0 OLD TREE DR	LT 2 BLK 5	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890050003	0 OLD TREE DR	LT 3 BLK 5	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890050004	0 SEVEN OAKS BLVD	LT 4 BLK 5	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890050005	0 SEVEN OAKS BLVD	LT 5 BLK 5	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890050006	0 SEVEN OAKS BLVD	LT 6 BLK 5	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890050007	0 SEVEN OAKS BLVD	LT 7 BLK 5	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890050008	0 SEVEN OAKS BLVD	LT 8 BLK 5	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890050009	0 SEVEN OAKS BLVD	LT 9 BLK 5	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890050010	0 SEVEN OAKS BLVD	LT 10 BLK 5	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890050011	0 SEVEN OAKS BLVD	LT 11 BLK 5	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890050012	0 SEVEN OAKS BLVD	LT 12 BLK 5	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890050013	0 SEVEN OAKS BLVD	LT 13 BLK 5	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890050014	0 SEVEN OAKS BLVD	LT 14 BLK 5	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890050015	2531 MEMORY OAKS LN	LT 15 BLK 5	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890050016	2527 MEMORY OAKS LN	LT 16 BLK 5	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890050017	2523 MEMORY OAKS LN	LT 17 BLK 5	1	$ 24,085.51	$ 337.50	$ 1,505.34	$ -	$ 291.78	$ 2,134.63
1469890050018	0 MEMORY OAKS LN	RES H BLK 5	Non Benefited	$ -	$ -	$ -	$ -	$ -	$ -
1469890050019	0 SEVEN OAKS BLVD	RES I BLK 5	Non Benefited	$ -	$ -	$ -	$ -	$ -	$ -
1469890050020	0 SEVEN OAKS BLVD	RES K BLK 5	Non Benefited	$ -	$ -	$ -	$ -	$ -	$ -
1469890050021	0 SEVEN OAKS BLVD	RES L BLK 5	Non Benefited	$ -	$ -	$ -	$ -	$ -	$ -
1469890050022	0 PRIVATE ALLEY	PRIVATE-ALLEYS	Non Benefited	$ -	$ -	$ -	$ -	$ -	$ -
District Total				**$ 3,396,057.00**	**$ 47,588.12**	**$ 212,253.56**	**$ -**	**$ 41,141.20**	**$ 300,982.88**

Footnotes:

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EXHIBIT B – DISTRICT ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Principal	Interest [a]	Additional Interest [b]	Annual Collection Costs	Total Annual Installment Due[c]
2026	$ 47,588.12	$ 212,253.56	$ -	$ 41,141.20	$ 300,982.88
2027	$ 50,562.38	$ 209,279.31	$ -	$ 41,964.02	$ 301,805.70
2028	$ 53,722.52	$ 206,119.16	$ -	$ 42,803.30	$ 302,644.99
2029	$ 57,080.18	$ 202,761.50	$ -	$ 43,659.37	$ 303,501.05
2030	$ 60,647.69	$ 199,193.99	$ -	$ 44,532.56	$ 304,374.24
2031	$ 64,438.17	$ 195,403.51	$ -	$ 45,423.21	$ 305,264.89
2032	$ 68,465.56	$ 191,376.12	$ -	$ 46,331.67	$ 306,173.35
2033	$ 72,744.66	$ 187,097.02	$ -	$ 47,258.31	$ 307,099.99
2034	$ 77,291.20	$ 182,550.48	$ -	$ 48,203.47	$ 308,045.15
2035	$ 82,121.90	$ 177,719.78	$ -	$ 49,167.54	$ 309,009.22
2036	$ 87,254.52	$ 172,587.16	$ -	$ 50,150.89	$ 309,992.57
2037	$ 92,707.92	$ 167,133.76	$ -	$ 51,153.91	$ 310,995.59
2038	$ 98,502.17	$ 161,339.51	$ -	$ 52,176.99	$ 312,018.67
2039	$ 104,658.56	$ 155,183.13	$ -	$ 53,220.53	$ 313,062.21
2040	$ 111,199.72	$ 148,641.97	$ -	$ 54,284.94	$ 314,126.62
2041	$ 118,149.70	$ 141,691.98	$ -	$ 55,370.64	$ 315,212.32
2042	$ 125,534.05	$ 134,307.63	$ -	$ 56,478.05	$ 316,319.73
2043	$ 133,379.93	$ 126,461.75	$ -	$ 57,607.61	$ 317,449.29
2044	$ 141,716.18	$ 118,125.50	$ -	$ 58,759.76	$ 318,601.45
2045	$ 150,573.44	$ 109,268.24	$ -	$ 59,934.96	$ 319,776.64
2046	$ 159,984.28	$ 99,857.40	$ -	$ 61,133.66	$ 320,975.34
2047	$ 169,983.30	$ 89,858.38	$ -	$ 62,356.33	$ 322,198.01
2048	$ 180,607.25	$ 79,234.43	$ -	$ 63,603.46	$ 323,445.14
2049	$ 191,895.21	$ 67,946.48	$ -	$ 64,875.53	$ 324,717.21
2050	$ 203,888.66	$ 55,953.03	$ -	$ 66,173.04	$ 326,014.72
2051	$ 216,631.70	$ 43,209.98	$ -	$ 67,496.50	$ 327,338.18
2052	$ 230,171.18	$ 29,670.50	$ -	$ 68,846.43	$ 328,688.11
2053	$ 244,556.88	$ 15,284.80	$ -	$ 70,223.36	$ 330,065.04
Total	**$ 3,396,057.00**	**$ 3,879,510.06**	**$ -**	**$1,524,331.25**	**$8,799,898.32**

Footnotes:

[a] Interest is calculated at a rate of 6.25% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.92% as of March 6, 2023, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on the Bonds plus the Additional Interest.

[b] Additional Interest will be collected if PID Bonds are issued.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, Additional Interest, or other available offsets could increase or decrease the amounts shown.

EXHIBIT C – LOT TYPE CLASSIFICATION MAP

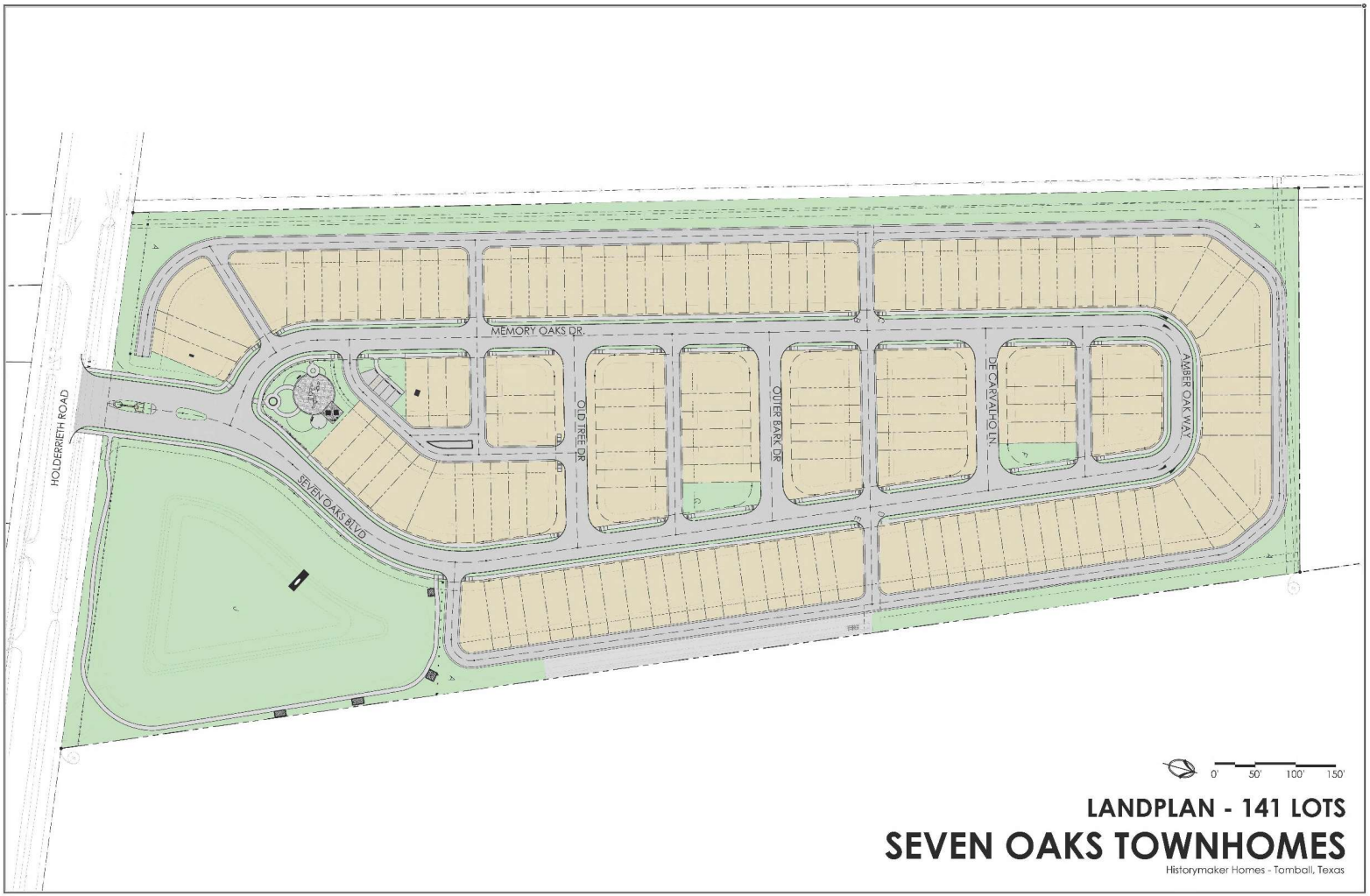


EXHIBIT D – BUYER DISCLOSURES

Buyer disclosures for the following Lot Types within the District are found in this Exhibit:

- Lot Type 1

SEVEN OAKS PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 1 - BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: $24,085.51

As the purchaser of the real property described above, you are obligated to pay assessments to City of Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Seven Oaks Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Tomball.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

Annual Installments – Lot Type 1

Installment Due 1/31	Principal	Interest[a]	Annual Collection Costs	Additional Interest[b]	Total Annual Installment Due[c]
2026	$ 337.50	$ 1,505.34	$ 291.78	$ -	$ 2,134.63
2027	$ 358.60	$ 1,484.25	$ 297.62	$ -	$ 2,140.47
2028	$ 381.01	$ 1,461.84	$ 303.57	$ -	$ 2,146.42
2029	$ 404.82	$ 1,438.02	$ 309.64	$ -	$ 2,152.49
2030	$ 430.13	$ 1,412.72	$ 315.83	$ -	$ 2,158.68
2031	$ 457.01	$ 1,385.84	$ 322.15	$ -	$ 2,165.00
2032	$ 485.57	$ 1,357.28	$ 328.59	$ -	$ 2,171.44
2033	$ 515.92	$ 1,326.93	$ 335.17	$ -	$ 2,178.01
2034	$ 548.16	$ 1,294.68	$ 341.87	$ -	$ 2,184.72
2035	$ 582.42	$ 1,260.42	$ 348.71	$ -	$ 2,191.55
2036	$ 618.83	$ 1,224.02	$ 355.68	$ -	$ 2,198.53
2037	$ 657.50	$ 1,185.35	$ 362.79	$ -	$ 2,205.64
2038	$ 698.60	$ 1,144.25	$ 370.05	$ -	$ 2,212.90
2039	$ 742.26	$ 1,100.59	$ 377.45	$ -	$ 2,220.30
2040	$ 788.65	$ 1,054.20	$ 385.00	$ -	$ 2,227.85
2041	$ 837.94	$ 1,004.91	$ 392.70	$ -	$ 2,235.55
2042	$ 890.31	$ 952.54	$ 400.55	$ -	$ 2,243.40
2043	$ 945.96	$ 896.89	$ 408.56	$ -	$ 2,251.41
2044	$ 1,005.08	$ 837.77	$ 416.74	$ -	$ 2,259.58
2045	$ 1,067.90	$ 774.95	$ 425.07	$ -	$ 2,267.92
2046	$ 1,134.64	$ 708.21	$ 433.57	$ -	$ 2,276.42
2047	$ 1,205.56	$ 637.29	$ 442.24	$ -	$ 2,285.09
2048	$ 1,280.90	$ 561.95	$ 451.09	$ -	$ 2,293.94
2049	$ 1,360.96	$ 481.89	$ 460.11	$ -	$ 2,302.96
2050	$ 1,446.02	$ 396.83	$ 469.31	$ -	$ 2,312.16
2051	$ 1,536.40	$ 306.45	$ 478.70	$ -	$ 2,321.55
2052	$ 1,632.42	$ 210.43	$ 488.27	$ -	$ 2,331.12
2053	$ 1,734.45	$ 108.40	$ 498.04	$ -	$ 2,340.89
Total	**$ 24,085.51**	**$ 27,514.26**	**$ 10,810.86**	**$ -**	**$ 62,410.63**

Footnotes:

[a] Interest is calculated at a rate of 6.25% which is less than 5% above the S&P Municipal Bond High Yield Index for years 1-5, which was 5.92% as of March 6, 2023 and less than 2% above for the remainder years as required by Texas Statute.

[b] Additional Interest will be collected if PID Bonds are issued.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, additional interest, or other available offsets could increase or decrease the amounts shown.

Regular City Council
Agenda Item
Data Sheet

Meeting Date: July 21, 2025

Topic:

Consideration of First Reading of Ordinance No. 2025-28, an Ordinance of the City Council of the City of Tomball, Texas, regarding release of the property (approximately 8.697 acres) located at 0 SH 249, Tomball, Texas 77375, in Harris County, and legally described as TR 5A-3, ABST 6325 C N Pillot, from the extraterritorial jurisdiction of the City of Tomball; providing for severability; and containing other provisions relating to the subject.

Background:

SignAd, Ltd. ("Owner") submitted a petition to release property from the city's extraterritorial jurisdiction (ETJ) to the City Secretary's Office on June 25, 2025. Pursuant to Chapter 42 of the Texas Local Government Code (LGC), the City Council shall take action releasing the area from its ETJ. Failure to do so within 30-45 days from the receipt of the petition, the area is released by operation of law.

Origination: City Secretary's Office

Recommendation: Approval of Ordinance No. 2025-28, releasing the property located at 0 SH 249 from the ETJ.

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

FUNDING (IF APPLICABLE)

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

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

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

ORDINANCE NO. 2025-28

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, RELEASING CERTAIN TERRITORY CONSISTING OF APPROXIMATELY 8.697 ACRES IN HARRIS COUNTY, FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF TOMBALL; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, SignAd, Ltd., through its agent Wes B. Gilbreath, Jr., ("Owner") of 0 SHJ 249, Tomball, Texas 773735, legally described as TR 5A-3, ABST 6325 C N PILLOT ("Property") has petitioned the City of Tomball, Texas (the "City") to be released from the City's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, the City of Tomball, Texas does not recognize the enforceability of the newly adopted Section 42.0251 of the Local Government Code, due to such law being an unconstitutional local law; however, the City Council of the City has elected to listen to the requests of its ETJ residents; and

WHEREAS, the Owner located within the City's ETJ have requested the City to reduce its area of ETJ by releasing therefrom a certain 8.697 acre tract of land, said 8.697 acre tract being hereafter referred to as the "Released Tract," said Released Tract being more particularly described and depicted by metes and bounds description included in the Petition attached hereto as Exhibit "A," for all things made a part hereof;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WESTON LAKES, TEXAS, THAT:

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

Section 2. Pursuant to and in accordance with Section 42.023, Texas Local Government Code, the City Council of the City hereby consents to the reduction of its area of ETJ by releasing therefrom the Released Tract.

Section 3. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City 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 ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE _____ DAY OF _____, 2025.

COUNCILMEMBER FORD	_____
COUNCILMEMBER GARCIA	_____
COUNCILMEMBER DUNAGIN	_____
COUNCILMEMBER COVINGTON	_____
COUNCILMEMBER PARR	_____

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE _____ DAY OF _____, 2025.

COUNCILMEMBER FORD	_____
COUNCILMEMBER GARCIA	_____
COUNCILMEMBER DUNAGIN	_____
COUNCILMEMBER COVINGTON	_____
COUNCILMEMBER PARR	_____

FOR THE CITY

_____
LORI KLEIN QUINN

ATTEST:

_____
Thomas Harris, City Secretary

Exhibit "A"

Petition with Metes and Bounds

Exhibit "B"

Map/Survey

JUN 2 5 2025
Received by AW @ 2:30 P.M.

STATE OF TEXAS §
§
COUNTY OF HARRIS §

PETITION TO RELEASE PROPERTY FROM EXTRATERRITORIAL JURISDICTION

Pursuant to Chapter 42, Subchapter D of the Texas Local Government Code, SignAd, Ltd. ("Owner") files this Petition to Release Property from Extraterritorial Jurisdiction, and certifies the following:

A. Owner is the owner of the property located at 0 SH 249, Tomball, Texas 77375, and legally described as TR 5A-3, ABST 6325 C N PILLOT (herein referred to as the "Property" or "Area"), as more accurately described by metes and bounds on Exhibit "A" hereto.

B. The Property is located in an area of the extraterritorial jurisdiction of Tomball, Texas.

C. Owner represents a majority in value of the holders of title of land in the Area, as indicated by the tax rolls of the Harris Appraisal District.

D. Owner requests that the City of Tomball, Texas immediately release the Area from the municipality's extraterritorial jurisdiction in accordance with Tex. Loc. Gov't Code § 42.105(c).

E. Pursuant to Tex. Loc. Gov't Code § 42.105(d), if the City of Tomball fails to take action to release the Area by the later of the 45th day after the date the municipality receives this Petition or the next meeting of the municipality's governing body that occurs after the 30th day after the date the municipality receives this Petition, the Area is released by operation of law.

IN WITNESS WHEREOF, Owner has executed this Petition as of June 23 2025.

[SIGNATURE AND VERIFICATION ON NEXT PAGE]

SignAd, Ltd.

By: _____
Name: Wes B. Gilbreath, Jr.
Date of Signing: 6/23/25

VERIFICATION PURSUANT TO TEX. LOC. GOV'T CODE § 42.105(a)

STATE OF TEXAS §
§
COUNTY OF Harris §

BEFORE ME, the undersigned notary public, on this day, personally appeared Wes B. Gilbreath, Jr. who stated to me that he signed this instrument for the purposes therein contained on this the 23 day of June, 2025.

_____
Notary Public

PRISCILLA PINA
Notary Public, State of Texas
Comm. Expires 01-24-2027
Notary ID 131866480

Exhibit A

The Property

FIELD DATA SERVICE
2307 BRISTOL BAND
KATY, TEXAS 77450
PHONE (281) 351-7153

METES AND BOUNDS

JUNE 26, 2012

FIELD NOTES FOR A 8.697 ACRE TRACT OF LAND BEING OUT OF AND A PART OF A CALLED 27.5760 ACRE TRACT OF LAND DESCRIBED UNDER HARRIS COUNTY CLERK'S FILE NUMBER W585070, SITUATED IN THE CLAUDE M. PILLOT SURVEY, ABSTRACT NUMBER 632, IN HARRIS COUNTY, TEXAS. ALL BEARINGS AND COORDINATES ARE REFERRED TO THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, DEFINED IN THE TEXAS NATURAL RESOURCES CODE, SECTION 20.071, and ET. SEQ. AND ARE BASED ON THE PUBLISHED POSITION (2001 ADJ.) OF NOAA/NGS STATION: COOPERATIVE CORS WLA 1, TO CONVERT THE SURFACE DISTANCE TO GRID DISTANCE, MULTIPLY BY A COMBINATION SCALE FACTOR OF 0.999951143, SAID 8.697 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING: AT A 1/2 INCH IRON ROD HAVING COORDINATES OF X =3,036,589.514 AND Y=13,948,571.036 FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, THE SOUTHWEST CORNER OF THE SAID 27.5760 ACRE TRACT OF LAND, THE SOUTHEAST CORNER OF THE RESIDUE TRACT CALLED 88.504 ACRES DESCRIBED UNDER HARRIS COUNTY CLERK'S FILE NUMBER H834723 AND ALSO BEING IN THE NORTH LINE OF BOUDREAUX ESTATES, SECTION THREE (3), UNRECORDED SUBDIVISION;

THENCE: NORTH 02° 21' 28" WEST, A DISTANCE OF 1082.49 FEET WITH THE EAST LINE OF THE SAID 88.504 ACRE TRACT OF LAND AND THE WEST LINE OF THE SAID 27.5760 ACRE TRACT OF LAND TO A CALLED AND FOUND 3/4 INCH IRON ROD WITH A PLASTIC CAP MARKED F.D.S. 2053 FOR A CORNER OF THE HEREIN DESCRIBED TRACT AND THE NORTHWEST CORNER OF A CALLED 9.279 ACRE TRACT OF LAND DESCRIBED UNDER HARRIS COUNTY CLERK'S FILE NUMBER 20070741438 AND ALSO BEING THE **PLACE OF BEGINNING**;

2008-103 8.697 AC.

THENCE: CONTINUING NORTH 02° 21' 28" WEST, A DISTANCE OF 1018.88 FEET WITH THE EAST LINE OF THE SAID 88.504 ACRE TRACT OF LAND AND THE WEST LINE OF THE SAID 27.5760 ACRE TRACT OF LAND TO A CALLED AND FOUND 3 INCH TEXAS HIGHWAY DEPARTMENT ALUMINUM DISC SET IN CONCRETE IN THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 249, WIDTH VARIES, IN A CURVE TO THE RIGHT, FOR THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT AND THE NORTH CORNER OF THE SAID 27.5760 ACRE TRACT OF LAND;

THENCE WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 249 AND THE EAST LINE OF THE SAID 27.5760 ACRE TRACT OF LAND WITH THE FOLLOWING COURSES AND DISTANCES;

THENCE: A DISTANCE OF 784.11 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (DELTA ANGLE=12°19'35", RADIUS=3644.72 FEET, CHORD= SOUTH 34°12' 09" EAST, A DISTANCE OF 782.60 FEET, TO A CALLED AND FOUND 3 INCH TEXAS HIGHWAY DEPARTMENT ALUMINUM DISC SET IN CONCRETE FOR THE END OF SAID CURVE FOR A CORNER;

THENCE: SOUTH 23°21'53" EAST, A DISTANCE OF 202.00 FEET TO A CALLED AND FOUND 3 INCH TEXAS HIGHWAY DEPARTMENT ALUMINUM DISC SET IN CONCRETE FOR A CORNER;

THENCE: SOUTH 27°37'16" EAST, A DISTANCE OF 533.93 FEET TO A CALLED AND FOUND 3 INCH TEXAS HIGHWAY DEPARTMENT ALUMINUM DISC SET IN CONCRETE FOR A CORNER;

THENCE: SOUTH 52°05'39" WEST, A DISTANCE OF 172.93 FEET TO A CALLED AND FOUND 3/4 INCH IRON ROD WITH A PLASTIC CAP MARKED F.D.S. FOR A CORNER OF THE HEREIN DESCRIBED TRACT AND A CORNER OF THE SAID 9.279 ACRE TRACT OF LAND;

THENCE WITH LINES OF THE SAID 9.279 ACRE TRACT OF LAND THE FOLLOWING COURSES AND DISTANCES;

THENCE: NORTH 02°33'19" WEST, A DISTANCE OF 192.40 FEET TO A CALLED AND FOUND 3/4 INCH IRON ROD WITH A PLASTIC CAP MARKED F.D.S. 2053 FOR A CORNER;

THENCE: NORTH 44°53'25" WEST, A DISTANCE OF 209.18 FEET TO A CALLED AND FOUND 3/4 INCH IRON ROD WITH A PLASTIC CAP MARKED F.D.S. 2053 FOR A CORNER;

2008-103 8.697 AC.

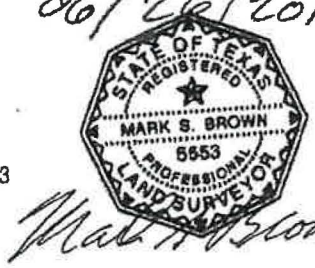
THENCE: NORTH 62°35'29" WEST, A DISTANCE OF 71.14 FEET TO A CALLED AND FOUND 3/4 INCH IRON ROD WITH A PLASTIC CAP MARKED F.D.S. 2053 FOR A CORNER;

THENCE: NORTH 86°46'25" WEST, A DISTANCE OF 370.41 FEET TO THE PLACE OF BEGINNING AND CONTAINING 8.697 ACRES OF LAND.

THERE WAS A SURVEY PLAT PREPARED IN CONNECTION WITH THESE METES AND BOUNDS.

THIS IS TO CERTIFY THAT THIS DESCRIPTION OF LAND REPRESENTS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, AS SHOWN BY THE ACCOMPANYING PLAT AND SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II, SURVEY.

06/26/2012



MARK S. BROWN
PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 5553

2008-103 8.697 AC.

HOLDERIETH RD
RP-2021-700948 ESMT
TOMBALL PKWY
TOMBALL PKWY
TOMBALL PKWY
TOMBALL PKWY
TOMBALL PKWY
TOMBALL PKWY
WILLOW CREEK
WILLOW CREEK
HOLDERIETH RD
BLK 3
BLK 1

JUN 2 5 2025
Received by AW @ 2:30 P.M.

STATE OF TEXAS §
§
COUNTY OF HARRIS §

PETITION TO RELEASE PROPERTY FROM EXTRATERRITORIAL JURISDICTION

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B. The Property is located in an area of the extraterritorial jurisdiction of Tomball, Texas.

C. Owner represents a majority in value of the holders of title of land in the Area, as indicated by the tax rolls of the Harris Appraisal District.

D. Owner requests that the City of Tomball, Texas immediately release the Area from the municipality's extraterritorial jurisdiction in accordance with Tex. Loc. Gov't Code § 42.105(c).

E. Pursuant to Tex. Loc. Gov't Code § 42.105(d), if the City of Tomball fails to take action to release the Area by the later of the 45th day after the date the municipality receives this Petition or the next meeting of the municipality's governing body that occurs after the 30th day after the date the municipality receives this Petition, the Area is released by operation of law.

IN WITNESS WHEREOF, Owner has executed this Petition as of June 23 2025.

[SIGNATURE AND VERIFICATION ON NEXT PAGE]

SignAd, Ltd.

By: _____
Name: Wes B. Gilbreath, Jr.
Date of Signing: 6/23/25

VERIFICATION PURSUANT TO TEX. LOC. GOV'T CODE § 42.105(a)

STATE OF TEXAS §
§
COUNTY OF Harris §

BEFORE ME, the undersigned notary public, on this day, personally appeared Wes B. Gilbreath, Jr. who stated to me that he signed this instrument for the purposes therein contained on this the 23 day of June, 2025.

PRISCILLA PINA
Notary Public, State of Texas
Comm. Expires 01-24-2027
Notary ID 131866480

_____
Notary Public

Exhibit A

The Property

FIELD DATA SERVICE
2307 BRISTOL BAND
KATY, TEXAS 77450
PHONE (281) 351-7153

METES AND BOUNDS

JUNE 26, 2012

FIELD NOTES FOR A 8.697 ACRE TRACT OF LAND BEING OUT OF AND A PART OF A CALLED 27.5760 ACRE TRACT OF LAND DESCRIBED UNDER HARRIS COUNTY CLERK'S FILE NUMBER W585070, SITUATED IN THE CLAUDE M. PILLOT SURVEY, ABSTRACT NUMBER 632, IN HARRIS COUNTY, TEXAS. ALL BEARINGS AND COORDINATES ARE REFERRED TO THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, DEFINED IN THE TEXAS NATURAL RESOURCES CODE, SECTION 20.071, and ET. SEQ. AND ARE BASED ON THE PUBLISHED POSITION (2001 ADJ.) OF NOAA/NGS STATION: COOPERATIVE CORS WLA 1, TO CONVERT THE SURFACE DISTANCE TO GRID DISTANCE, MULTIPLY BY A COMBINATION SCALE FACTOR OF 0.999951143, SAID 8.697 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING: AT A 1/2 INCH IRON ROD HAVING COORDINATES OF X =3,036,589.514 AND Y=13,948,571.036 FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, THE SOUTHWEST CORNER OF THE SAID 27.5760 ACRE TRACT OF LAND, THE SOUTHEAST CORNER OF THE RESIDUE TRACT CALLED 88.504 ACRES DESCRIBED UNDER HARRIS COUNTY CLERK'S FILE NUMBER H834723 AND ALSO BEING IN THE NORTH LINE OF BOUDREAUX ESTATES, SECTION THREE (3), UNRECORDED SUBDIVISION;

THENCE: NORTH 02° 21' 28" WEST, A DISTANCE OF 1082.49 FEET WITH THE EAST LINE OF THE SAID 88.504 ACRE TRACT OF LAND AND THE WEST LINE OF THE SAID 27.5760 ACRE TRACT OF LAND TO A CALLED AND FOUND 3/4 INCH IRON ROD WITH A PLASTIC CAP MARKED F.D.S. 2053 FOR A CORNER OF THE HEREIN DESCRIBED TRACT AND THE NORTHWEST CORNER OF A CALLED 9.279 ACRE TRACT OF LAND DESCRIBED UNDER HARRIS COUNTY CLERK'S FILE NUMBER 20070741438 AND ALSO BEING THE PLACE OF BEGINNING;

2008-103 8.697 AC.

THENCE: CONTINUING NORTH 02° 21' 28" WEST, A DISTANCE OF 1018.88 FEET WITH THE EAST LINE OF THE SAID 88.504 ACRE TRACT OF LAND AND THE WEST LINE OF THE SAID 27.5760 ACRE TRACT OF LAND TO A CALLED AND FOUND 3 INCH TEXAS HIGHWAY DEPARTMENT ALUMINUM DISC SET IN CONCRETE IN THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 249, WIDTH VARIES, IN A CURVE TO THE RIGHT, FOR THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT AND THE NORTH CORNER OF THE SAID 27.5760 ACRE TRACT OF LAND;

THENCE WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 249 AND THE EAST LINE OF THE SAID 27.5760 ACRE TRACT OF LAND WITH THE FOLLOWING COURSES AND DISTANCES;

THENCE: A DISTANCE OF 784.11 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (DELTA ANGLE=12°19'35", RADIUS=3644.72 FEET, CHORD= SOUTH 34°12' 09" EAST, A DISTANCE OF 782.60 FEET, TO A CALLED AND FOUND 3 INCH TEXAS HIGHWAY DEPARTMENT ALUMINUM DISC SET IN CONCRETE FOR THE END OF SAID CURVE FOR A CORNER;

THENCE: SOUTH 23°21'53" EAST, A DISTANCE OF 202.00 FEET TO A CALLED AND FOUND 3 INCH TEXAS HIGHWAY DEPARTMENT ALUMINUM DISC SET IN CONCRETE FOR A CORNER;

THENCE: SOUTH 27°37'16" EAST, A DISTANCE OF 533.93 FEET TO A CALLED AND FOUND 3 INCH TEXAS HIGHWAY DEPARTMENT ALUMINUM DISC SET IN CONCRETE FOR A CORNER;

THENCE: SOUTH 52°05'39" WEST, A DISTANCE OF 172.93 FEET TO A CALLED AND FOUND 3/4 INCH IRON ROD WITH A PLASTIC CAP MARKED F.D.S. FOR A CORNER OF THE HEREIN DESCRIBED TRACT AND A CORNER OF THE SAID 9.279 ACRE TRACT OF LAND;

THENCE WITH LINES OF THE SAID 9.279 ACRE TRACT OF LAND THE FOLLOWING COURSES AND DISTANCES;

THENCE: NORTH 02°33'19" WEST, A DISTANCE OF 192.40 FEET TO A CALLED AND FOUND 3/4 INCH IRON ROD WITH A PLASTIC CAP MARKED F.D.S. 2053 FOR A CORNER;

THENCE: NORTH 44°53'25" WEST, A DISTANCE OF 209.18 FEET TO A CALLED AND FOUND 3/4 INCH IRON ROD WITH A PLASTIC CAP MARKED F.D.S. 2053 FOR A CORNER;

2008-103 8.697 AC.

THENCE: NORTH 62°35'29" WEST, A DISTANCE OF 71.14 FEET TO A CALLED AND FOUND 3/4 INCH IRON ROD WITH A PLASTIC CAP MARKED F.D.S. 2053 FOR A CORNER;

THENCE: NORTH 86°46'25" WEST, A DISTANCE OF 370.41 FEET TO THE PLACE OF BEGINNING AND CONTAINING 8.697 ACRES OF LAND.

THERE WAS A SURVEY PLAT PREPARED IN CONNECTION WITH THESE METES AND BOUNDS.

THIS IS TO CERTIFY THAT THIS DESCRIPTION OF LAND REPRESENTS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, AS SHOWN BY THE ACCOMPANYING PLAT AND SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II, SURVEY.

06/26/2012



MARK S. BROWN
PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 5553

2008-103 8.697 AC.


HOLDERIETH RD
RP-2021-700948 ESMT
TOMBALL PKWY
TOMBALL PKWY
TOMBALL PKWY
TOMBALL PKWY
TOMBALL PKWY
WILLOW CREEK
WILLOW CREEK
HOLDERIETH RD

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 21, 2025

Topic:

Approve Resolution No. 2025-28, a Resolution of the City Council of the City of Tomball, Texas, declaring the intention of the City of Tomball, Texas, to institute proceedings to annex certain territory ; describing such territory; setting August 18, 2025 at 6 o'clock P.M. as the date and time for a public hearing at which all interested parties shall have an opportunity to be heard; providing for a notice of publication of such public hearings; and directing preparation of a municipal service plan for the territory proposed to be annexed (0 Zion Rd., Tract 18 & 13130 Zion Rd., Tract 25, Joseph Miller Survey, Abstract No. 50); and providing for severability.

Background:
Aven R. McBribe ("Requestor") submitted a consent annexation request to the City Secretary's Office on June 26, 2025. The application was reviewed and approved by City staff.

Pursuant to Chapter 43 of the Texas Local Government Code (LGC), the City may proceed with a consent annexation when all affected landowners support the request. The City Council may choose to annex the proposed territory under Subchapter C-3 of LGC Chapter 43, enter into a written service agreement with the landowners, and call a public hearing to consider adoption of an annexation ordinance.

Origination: City Secretary's Office

Recommendation: Approval of Resolution No. 2025-28, declaring the intention of annexation and ordering a public hearing.

Party(ies) responsible for placing this item on agenda: Thomas Harris III, TRMC

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 Date City Manager Date

CITY OF TOMBALL
HARRIS COUNTY, TEXAS

RESOLUTION NO. 2025-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, DECLARING THE INTENTION TO INSTITUTE PROCEEDINGS TO ANNEX CERTAIN TERRITORY; DESCRIBING SUCH TERRITORY; SETTING AUGUST 18, 2025 AT 6 O'CLOCK PM AS THE DATE AND TIME FOR PUBLIC HEARING AT WHICH ALL INTERESTED PARTIES SHALL HAVE AN OPPORTUNITY TO BE HEARD; PROVIDING FOR PUBLICATION OF SUCH NOTICE OF SAID PUBLIC HEARING; DIRECTING PREPARATION OF A MUNICIPAL SERVICE PLAN FOR THE TERRITORY PROPOSED TO BE ANNEXED (BEING 11.89 BEING ALL OF THAT CERTAIN CALLED 11.765 ACRE TRACT OF LAND CONVEYED TO AVEN R. MCBRIDE AS DESCRIBED IN DEED RECORDED UNDER HARRIS COUNTY CLERK'S FILE NUMBER RP-2023-122538, OFFICIAL PUBLIC RECORDS HARRIS COUNTY, TEXAS OUT OF A 15.50 ACRE PARENT TRACT OF LAND CONVEYED TO MYRON EUGENE SCHOEDER BY DEED UNDER H.C.D.F. NO. E998684, HARRIS COUNTY, TEXAS, SITUATED IN THE J. MILLER SURVEY, ABSTRACT NO. 50, HARRIS COUNTY, TEXAS); AND PROVIDING FOR SEVERABILITY.

* * * * * * * * * *

WHEREAS, Partners in Building, a Texas limited liability company, acting through its agent, Aven McBride, is the owner (the "Owner") of a certain tracts of land being described as TR 18 and TR 25 Abstract 50 J Miler 1(3130 Zion Road, Tomball, TX 77375 and 0 Zion Road, Tomball, TX 77375), and being more particularly described as **11.89** being all of that certain called 11.765 acre tract of land conveyed to Aven R. McBride as described in deed recorded under Harris County Clerk's File Number RP-2023-122538, Official Public Records Harris County, Texas out of a 15.50 acre parent tract of land conveyed to Myron Eugene Schoeder by deed under H.C.D.F. No. E998684, Harris County, Texas, situated in the J. Miller Survey, Abstract No. 50, Harris County, Texas; and

WHEREAS, the Owner has petitioned that the City of Tomball annex the Property into the City of Tomball as evidenced by Exhibit A, attached and incorporated; and

WHEREAS, Texas Local Government Code, at Section 43.0673 requires a municipality to conduct one public hearing prior to the adoption of an ordinance annexing the Property;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

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

Section 2. The City Council of the City of Tomball hereby declares its intention to institute proceedings to annex to the City the territory described in Exhibit "**A**" attached hereto and made a part hereof by the passage of an ordinance of annexation extending the general corporate limits of the City of Tomball for all purposes to include such territory.

Section 3. The City Council directs that the Council will hold a public hearing on August 18, 2025, at the City Council Chambers at 401 Market Street, Tomball, Texas 77375, at 6 o'clock p.m., where all interested persons will be provided the opportunity to be heard on the requests for annexation of a 11.89 acres tract of land as more fully described in the Exhibit "**A**".

Section 4. The City Secretary is directed to post notice of the public hearings in a newspaper of general circulation in the City once on or after the 20th day but before the 10th day before August 18, 2025.

Section 5. The appropriate City departments are directed to prepare the Municipal Service Plan for the Property to include provisions for police protection; fire protection; solid waste collection, maintenance of water, wastewater, and gas facilities; operation and maintenance of roads and streets; operation and maintenance of parks, playground and swimming pools; and operation and maintenance of any other publicly owned facility, building, or service, as needed.

Section 7. In the event any clause phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstances 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 City Council of the City of Tomball, Texas, 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.

PASSED, APPROVED, AND RESOLVED this the 21st day of July, 2025.

Lori Klein Quinn, Mayor

ATTEST:

Thomas Harris III, City Secretary

RECEIVED
JUN 26 2025
1:30PM BY SHANNON BENNETT

(8-3)

City of Tomball
Annexation Packet: Request of Owner
Coversheet

This form is for use by a property owner that requests full-purpose annexation of a tract. If the subject tract is not individually owned and the petition is not by consent of all property owners, a different packet must be used. All property owners must consent to annexation and be signatories on the petition. **ONLY ONE OWNER NEEDS TO SUBMIT THE APPLICATION BUT ALL OWNERS MUST SIGN THE PETITION.**

The City of Tomball requires annexation as a condition of providing municipal water, wastewater and gas to property located outside of the City's full-purpose jurisdiction. Following annexation, available utility service can be provided per the Written Agreement Regarding Services under the same conditions as for other property located within the City of Tomball.

For information regarding the City's annexation process, please contact the City Secretary at 281-290-1019 or the Community Development Department at 281-290-1405.

Requesting annexation does not change the City's obligation to provide municipal services in accordance with Chapter 43 of the Texas Local Government Code. **ANNEXATION MUST BE COMPLETED PRIOR TO PROVIDING WATER, WASTEWATER AND GAS UTILITIES.**

I, the undersigned, submit this complete packet for purposes of seeking annexation into the City of Tomball.

AVEN R. McBRIDE — Aven R. McB

Name of Owner submitting Application **Signature** **Date**

Cover sheet
Property Owner Attestation Checklist
Proof of Ownership
Property Value & Anticipated Development Information Worksheet
Petition Requesting Annexation
Metes and Bounds Description and Map of Property (as Exhibit A)
Written Agreement Regarding Services
Attendance at Public Hearing (time and date to be posted)
City Department Review Page

Submit complete application to:
City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

Retain a copy for your records.

City of Tomball
Annexation Packet: Request of Owner
Property Owner Attestation Checklist

For the annexation request to be valid and complete under this application and process, the following must be true:

Property in the Extraterritorial Jurisdiction of Tomball (land is contiguous and adjacent to the City).
The property is not appraised for ad valorem tax purposes as land for:

- Agricultural management use; OR
- Wildlife management use; OR
- Timber land; OR

The landowner declines (waives) to make a development agreement with the City.
All landowners are in consent of and are signatories on the annexation.

These attestations will be made as part of the Petition.

RP-2023-122538
04/06/2023 ER $30.00

FILED BY
ALAMO TITLE COMPANY
(HOUSTON)
23126454

GENERAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

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

THAT **Myron Eugene Schroeder and Phyllis Schroeder** (hereinafter called GRANTOR, whether one or more), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable considerations to Grantor in hand paid by **Aven R McBride** (hereinafter called GRANTEE, whether one or more), whose mailing address is:

11602 Huffsmith Kuykendahl
Tomball, Texas
77375

the receipt of all of which is hereby acknowledged and confessed, have **GRANTED, BARGAINED, SOLD and CONVEYED** and by these presents do **GRANT, BARGAIN, SELL and CONVEY,** unto said Grantee all that certain tract or parcel of land, together with all improvements and fixtures located thereon, situated in the County of **Harris,** State of Texas, and described as follows, to wit:

Being a 11.765 acre tract of land in the Joseph Miller Survey, Abstract No. 50, in Harris County, Texas, out of and a part of that certain 15.50 acre tract of land described in deed recorded under Clerk's File No. E998684 of the Official Public Records of Real Property of Harris County, Texas, said 11.765 acres is hereafter referred to as "the subject tract" and is more particularly described as follows:

BEGINNING at a 1-1/2-inch iron pipe found lying in the South line of that certain 19.901-acre tract of land described in deed recorded under Clerk's File No. L271653, and marking the Northeast corner of the subject tract and the said 15.50 acre tract (hereafter referred

RP-2023-122538
UNOFFICIAL COPY

to as "the parent tract"). Said point also marks the Northwest corner of McKINNY PLACE, an unrecorded subdivision of that certain 15.6960-acre tract recorded in Volume 5515, Page 100 (HCDR);"

THENCE South 00°04'00" West (Reference Bearing based on deed of the parent tract), with the East line of the parent tract and the West line of McKINNY PLACE, a distance of 1113.84 feet to a ½-inch iron rod (with cap) found marking the upper Southeast corner of the subject tract, and the Northeast corner of that certain 1.000 acre tract of land described in deed recorded under Clerk's File No. 2017-363209;

THENCE North 89°57'56" West, departing the East line of the parent tract and the West line of McKINNY PLACE, a distance of 151.92 feet to a ½-inch iron rod (with cap) found marking the Northwest corner of the said 1.000-acre tract, and an interior corner of the subject tract;

THENCE South 00°02'20" West, a distance of 286.97 feet to a ½-inch iron rod (with cap) found lying in the North right-of-way line of Zion Road, and marking the lower Southeast corner of the subject tract, and the Southwest corner of the said 1.000-acre tract;

THENCE South 89°58'15" West (called N 89°56' W), with a line that is parallel with and 18.44 feet North of the South line of the parent tract and the said Miller Survey, a distance of 184.30 feet to a ¾-inch iron rod set to mark the lower Southwest corner of the subject tract, and the Southeast corner of ZION VISTA, a two-lot subdivision according to the map or plat thereof recorded under Film Code No. 681563 of the Map Records of Harris County, Texas;

THENCE North 00°02'17" west, departing the North line of Zion Road, a distance of 368.61 feet to a 1-1/2 inch iron pipe found at fence corner post marking an interior corner of the subject tract, and the Northeast corner of said ZION VISTA subdivision;

THENCE North 89°44'34" West, a distance of 211.19 feet to a ¾-inch iron rod set in the East right-of-way line of Ulrich Road (60-foot R-O-W), and marking the upper Southwest corner of the subject tract, and the Northwest corner of said ZION VISTA subdivision;

THENCE North 00°12'07" East, with the East line of Ulrich Road, a distance of 619.24 feet to a 1-inch iron pipe (with cap) found marking the Southwest corner of that certain 3.000-acre Mobilnet Lease Site tract described under Clerk's File No.'s R664270 and V099484. Said point also marks the lower Northwest corner of the subject tract;

THENCE South 89°46'29" East, departing the East line of Ulrich Road, a distance of 59.96 feet to a 1-inch iron pipe (with cap) found marking an interior corner of the subject tract and an angle point in the South line of the said 3.000 acre tract;

THENCE North 00°01'58" East, a distance of 387.46 feet to a 1-inch iron pipe (with cap) found marking an interior corner of the subject tract, and the upper Southeast corner of the said 3.000 acre tract;

THENCE North 00°06'58" East, a distance of 218.96 feet to a 1-inch iron pipe (with cap) found lying in the North line of the parent tract, in the South line of the said 19.901 acre tract, and marking the upper Northwest corner of the subject tract, and the Northeast

RP-2023-122538

Not Official

corner of the said 3.000 acre tract;

THENCE South 89°54'18" East, with the North line of the parent tract and the South line of the said 19.901 acre tract, a distance of 150.90 feet to the POINT OF BEGINNING and containing 11.765 acres, more or less, together with 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.

This conveyance is made subject to any and all restrictions, mineral and/or royalty reservations, covenants, maintenance or similar charges, and easements, if any, relating to the herein above described property, but only to the extent that they are still in force and effect, shown of record in said County, and to all zoning laws, regulations and ordinances of municipal and other governmental authorities, if any, but only to the extent that they are still in effect, relating to the herein above-described property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee and Grantee's heirs, successors and assigns forever; and it is agreed that Grantor and Grantor's heirs, successors and assigns are hereby bound to **WARRANT AND FOREVER DEFEND**, all and singular, the premises, unto the said Grantee and Grantee's heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Taxes for the current year have been prorated as of the date hereof, and Grantee assumes and agrees to pay the same.

EXECUTED the 30th **day of MARCH 2023.**

MYRON EUGENE SCHROEDER

PHYLLIS SCHROEDER

RP-2023-122538

UNOFFICIAL COPY

THIS DOCUMENT E-RECORDED BY:
ALAMO TITLE COMPANY
1002 VILLAGE SQUARE DR. - Suite #A
TOMBALL, TX 77375
GF# ATCH23126454

THE STATE OF TEXAS §

COUNTY OF San Patricio §

This instrument was acknowledged before me on the 30th day of MARCH 2023,

by **Myron Eugene Schroeder and Phyllis Schroeder.**

(seal)

DEBORAH ANN [illegible] GARZA
Notary ID [illegible]3485101
My Commission Expires
December 10, 2025

Deborah Ann DeLaGarza
NOTARY PUBLIC - STATE OF TEXAS.

RP-2023-122538

UNOFFICIAL COPY

UNOFFICIAL COPY

RP-2023-122538
Pages 5
04/06/2023 03:59 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees $30.00

RP-2023-122538

RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

COUNTY CLERK
HARRIS COUNTY, TEXAS

City of Tomball
Annexation Packet: Request of Owner
Property Value & Anticipated Development Information Worksheet

1. Agent's Contact Information
Please list any agents acting on behalf of the annexation property owner(s) that should be notified of information pertaining to this annexation request.

Name: KENT STILES
Company Name: PARTNERS IN BUILDING
Mailing Address: 2901 W. Sam Houston Pkwy N. Ste C250 Houston 77043
Phone Number: 281-798-9663
E-mail Address: KENT.STILES@PARTNERSINBUILDING.COM

(Attach a list of additional agents, if necessary.)

2. Property Addresses (List all property addresses associated with the proposed annexation property. Attach a list of additional property addresses, if necessary.)

a. 13130 ZION RD. TOMBALL, TX. 77375
b. © ZION RD. TOMBALL, TX. 77375
c. _____
d. _____
e. _____
f. _____

3. Nature of Existing Property TR18 & TR25
Property Location: Abstract 50 J Miller Number of Acres: 11.89
Current Assessed Valuation of Land: 353,488.
Current Assessed Valuation of Improvements: -0-
Total: 353,488.
Does this property current contain any structures?
____ Yes (continue with subsection a through d)
X No (skip to #4)

a. Residential
Are there existing residential structures on the property?

City of Tomball
Annexation Packet: Request of Owner
Property Value & Anticipated Development Information Worksheet

_X_ No (skip to b)
____ Yes (continue)
_____ Total Units
_____ Lots or _____ Acres

Number of Units by Type:
_____ Single Family
_____ Duplexes
_____ Four-Plex
_____ Patio Homes
_____ Townhouses
_____ Apartments

b. Office and Commercial
Are there existing Office or Commercial structures on the property?
_X_ No (skip to c)
_____ Yes (continue)
Size (Sq. Ft.) _____
Structure Description _____
Exterior Site Improvements _____
_____
Total Site Coverage _____

c. Institutional
Are there existing Institutional structures on the property?
_X_ No (skip to d)
_____ Yes (continue)
Size (Sq. Ft.) _____
Structure Description _____
Exterior Site Improvements _____
_____
Total Site Coverage _____

City of Tomball
Annexation Packet: Request of Owner
Property Value & Anticipated Development Information Worksheet

d. Industrial

Are there existing Industrial structures on the property?

__X__ No (skip to 4)

_____ Yes (continue)

Size (Sq. Ft.) _____

Structure Description _____

Exterior Site Improvements _____

Total Site Coverage _____

4. Anticipated Development

a. Platting Status (check the applicable box below)

_____ A plat pertaining to this property **HAS BEEN** submitted to the Community Development Department for review.

__X__ A plat pertaining to this property **WILL BE** submitted to the Community Development Department for review in the near future.

_____ A plat pertaining to this property **WILL NOT BE** submitted within the next six (6) months.

b. Zoning Status – NOTE: PROPERTIES ARE ANNEXED AS AGRICULTURAL ("AG") ZONING, UNLESS ZONING RECLASSIFICATION IS REQUESTED BY THE PROPERTY OWNER IN CONJUNCTION WITH ANNEXATION.

Is zoning reclassification requested in conjunction with the annexation process?

_____ YES (ensure you contact the Community Development Department)

__X__ NO

Will zoning changes be required and requested in the future to accommodate anticipated development?

_____ YES (Describe: _____ acres of _____ acres will be rezoned)

__X__ NO

c. Residential

Are Residential structures anticipated on the proposed property?

_____ NO (skip to d)

__X__ YES (continue)

__4__ Number of Units

_____ Number of Lots or Acres

__1 MIL__ Value of Units (individual)

__4 MIL__ Estimate Total Value

Number of Units by Type

__3__ Single-Family

_____ Duplexes

_____ Four-Plex

_____ Patio Homes
_____ Townhouses
_____ Apartments

d. Office and Commercial

Are Office and/or Commercial structures anticipated on the proposed property?

__X__ NO (skip to e)
_____ YES (continue)

Size (Sq. Ft.) _____
Unit Value ($/Sq. Ft.) _____
Total Estimated Value _____
Structure Description _____
Exterior Site Improvements _____
Total Site Coverage _____

e. Institutional

Are Institutional structures anticipated on the proposed property?

__X__ NO (skip to f)
_____ YES (continue)

Size (Sq. Ft.) _____
Unit Value ($/Sq. Ft.) _____
Total Estimated Value _____
Structure Description _____
Exterior Site Improvements _____
Total Site Coverage _____

f. Industrial

Are Industrial structures anticipated on the proposed property?

__X__ NO (skip to g)
_____ YES (continue)

Size (Sq. Ft.) _____
Unit Value ($/Sq. Ft.) _____
Total Estimated Value _____
Structure Description _____
Exterior Site Improvements _____
Total Site Coverage _____

City of Tomball
Annexation Packet: Request of Owner
Property Value & Anticipated Development Information Worksheet

g. Staging of Anticipated Development (in percentages (%))

	Current Yr	Yr2	Yr3	Yr4	Yr5	Yr10	Yr20
Residential	100 %						
Office/Commercial							
Institutional							
Industrial							

City of Tomball
Annexation Packet: Request of Owner
City Department Review Page

To be filled by Requestor(s)

Property Description: 13130 Zion Rd. & 0 Zion Rd.

Requestor / Owner: Aven McBride

Requestor / Owner: _____

Requestor / Owner: _____

Date complete packet filed: _____

To be filled by City Departments

Directions: Review the packet for completeness and concurrence with request.

For: Police Department

_____
Name [Printed]

_____
Name [Signature]

_____
Position

_____
Date

For: Community Development

_____
Name [Printed]

_____
Name [Signature]

_____
Position

_____
Date

For: Fire Department

_____
Name [Printed]

_____
Name [Signature]

_____
Position

_____
Date

For: Public Works / Engineering

_____
Name [Printed]

_____
Name [Signature]

_____
Position

_____
Date

Return to City Secretary

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR AND CITY COUNCIL OF THE GOVERNING BODY OF TOMBALL, TEXAS:

The undersigned owners of the hereinafter described tract of land, which represents each and every owner of the land in the area requesting annexation, hereby waive, if required, a development agreement pursuant to Section 43.016, Texas Local Government Code, and petition your honorable Body to extend the present city limits so as to include as part of the City of Tomball, Texas, the following described territory, to wit:

[DESCRIBE THE TERRITORY COVERED BY THE PETITION IN METES AND BOUNDS. A SURVEY AND/OR DESCRIPTION CAN BE ATTACHED AS A SEPARATE DOCUMENT AND REFERENCED AS AN EXHIBIT – DELETE THIS AFTER EDITS]

We certify that the above described tract of land is contiguous and adjacent to the City of Tomball, Texas, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

[USE AS MANY OR AS FEW SIGNATURE LINES AS NECESSARY FOR EACH PROPERTY OWNER – DELETE THIS AFTER EDITS]

Signed: Aven R. McBride

Signed: _____

Signed: _____

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Aven R. McBride _____, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 14 day of March, 2025.

Tausha Monique Citizen
My Commission Expires
6/25/2028
Notary ID 134962414

Tausha Monique Citizen
Notary Public in and for Harris County, Texas

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

I. **Introduction**. This Municipal Service Plan (the "Plan") is made by the City of Tomball, Texas (the "City"), pursuant to Chapter 43 of the Texas Local Government Code. This Plan relates to the annexation by the City of the tract of land (the "Tract") described in metes and bounds in "Exhibit A", which is attached to the Petition, this Plan, and to the annexation ordinance which this Plan is a part.

II. **Effective Term**. This Plan shall be in effect for a period of ten (10) years commencing on the effective date of the annexation of the Tract, unless otherwise stated in this Plan. Renewal of the Plan shall be at the option of the City. Such option may be exercised by the adoption of an ordinance by the City Council, which refers to this Plan and specifically renews this Plan for a stated period of time.

III. **Intent**. It is the intent of the City that services under this Plan shall equal the number of services and level of services in existence within the Tract prior to annexation and which are available in other parts of the City with land uses and population densities similar to those reasonably contemplated or projected within the Tract. However, it is not the intent of this Plan to require that a uniform level of service be provided to all areas of the City, including the Tract, where differing characteristics of topography, land utilization, and population density are considered as a sufficient basis for providing differing service levels.

The City reserves the right, granted to it by Section 43.056(k), Texas Local Government Code, to amend this Plan, if the City Council determines that changed conditions or subsequent occurrences or any other legally sufficient circumstances exist under the Texas Local Government Code, or other Texas laws to make this Plan unworkable, obsolete, or unlawful.

IV. **Service Programs.**

A. In General.

1. This Plan includes the following service programs: a General Services Program and a Capital Improvement Program.

2. As used in this Plan, "providing services" shall include having services provided by any method or means by which the City may extend municipal services to any other area of the City. The City shall provide the area, or cause the area to be provided, with services in accordance with the Plan. This may include, but is not limited to, causing or allowing private utilities, governmental entities, and other public service organizations to provide such services, in whole or in part.

As used in this Plan, the phrase "standard policies and procedures" shall mean those policies and procedures of the City applicable to a particular service, which are in effect either at the time that the service is requested or at the time the service is made available or provided. Such policies and procedures may require a specific type of request be made, such as an

application or a petition, may require that fees or charges be paid, and may include eligibility requirements or other similar provisions.

3. **Extension Policy**. The following information is a summary of the City's policies respecting water, wastewater and gas service extensions. This summary is made in compliance with Texas Local Government Code, which requires that each annexation plan include a summary of the service extension policy. Nothing herein shall repeal any provisions of the Code of Ordinances of the City, as amended, or any of the uncodified ordinances that contain the City's policies and procedures.

The City extends water, wastewater, and gas services to existing unserved development as follows:

Construction of such service lines is based on a priority schedule that considers potential health hazards, population density, the number of existing buildings, the reasonable cost of providing service, and the desires of the residents of the unserved areas.

Extensions built by the City at its cost are included in its Capital Improvements Plan, which is updated annually. Placement of an extension or enlargement of any water and/or wastewater lines into the Capital Improvement Plan is based primarily on the following requirements: (1) to provide service to unserved areas, (2) and to provide adequate capacity for projected service requirements.

Persons or entities desiring to develop land within unserved areas must construct water, wastewater, and gas service lines and extensions to connect to City trunk lines to serve the new development.

B. **General Services Program**. The following services will be provided within the Tract within the period required by State law: police protection, fire protection, solid waste collection, operation and maintenance of water, wastewater, and gas facilities, operation and maintenance of roads and streets, including lighting, operation and maintenance of parks, playgrounds, and swimming pools, and maintenance of any other publicly owned facility, building or service. The General Services Program plan is as follows:

1. Police Protection. The Police Department of the City will provide protection and law enforcement within the Tract. These activities will include routine patrols and responses, handling of complaints and incident reports, and, as appropriate, support by special units. In order to provide the above services, the Police Department will operate from a city facility.

2. Fire Protection. The Fire Department of the City will provide fire protection to the Tract. Fire protection will be provided from a city operated Fire Station. Fire protection will remain at the current or higher level of service.

3. Solid Waste Collection. All eligible residences and businesses will be provided solid waste collection service, either by City personnel or by contract.

4. Maintenance of Water, Wastewater, and Gas Facilities. There are no City water, wastewater, or gas facilities currently located within the Tract. If any such facilities are constructed or acquired by the City within the Tract, the City's Department of Public Works will operate and maintain such facilities at levels of service and maintenance comparable to those available for other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.

5. Operation and Maintenance of Roads and Streets (including lighting). The City's Department of Public Works will provide for the maintenance of roads and streets over which the City will have jurisdiction. Such Department will also provide services relating to traffic control devices and will provide street lighting for such roads and streets through an electric utility company or by other means. The operation and maintenance of roads and streets, including street lighting and traffic control devices, shall be provided at levels of service and maintenance comparable to those available for other roads and streets in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.

6. Operation and Maintenance of Parks, Playground and Swimming Pools. There are no public parks, playgrounds, or swimming pools currently located within the Tract. If, as a result of acquisition of park land, any such facilities are constructed by the City within the Tract, the City's Department of Parks and Recreation will operate and maintain such facilities at levels of service and maintenance comparable to those available for other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.

7. Operation and Maintenance of Any Other Publicly Owned Facility, Building, or Service. Those drainage facilities associated with City-maintained public streets will be maintained by the City's Department of Public Works, as needed. Any other facility, building, or service existing or

which may be constructed or located by the City within the Tract, will be operated and maintained by an appropriate City department at levels of service and maintenance comparable to those available to other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.

C. Capital Improvement Program. It is the intent of the City to provide full City services within the Tract not less than four and one-half (4-1/2) years after the effective date of annexation of the Tract, in accordance with the Texas Local Government Code, § 43.056(e).

The City will initiate the acquisition and construction of the capital improvements necessary to provide municipal services adequate to serve the Tract. Any necessary construction or acquisition is indicated below, and any such construction or acquisition shall begin within two (2) years of the effective date of this Plan and shall be substantially completed within 4-1/2 years, except as otherwise indicated:

1. Police Protection. No capital improvements are necessary at this time to provide police protection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded police facilities.

2. Fire Protection. No capital improvements are necessary at this time to provide fire protection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded fire facilities.

3. Solid Waste Collection. No capital improvements are necessary at this time to provide solid waste collection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded solid waste facilities and/or services.

4. Wastewater Facilities. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public wastewater facilities. Wastewater services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of wastewater services is attached to and made a part of this Plan.

5. Water Distribution. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public water facilities. Water services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of

the City's policies with regard to the extension of water services is attached to and made a part of this Plan.

6. Gas Distribution. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public gas facilities. Gas services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of gas services is attached to and made a part of this Plan.

7. Roads and Streets (including lighting). The City will acquire jurisdiction in and over all public roads and streets within the Tract upon annexation, pursuant to Section 311.001 of the Texas Transportation Code and other similar provisions, except for public roads and streets subject to the jurisdiction of other governmental entities. Additional roads, streets, or related facilities are not necessary at this time to service the Tract. Future extensions of roads or streets and future installation of related facilities, such as traffic control devices or street lights, within the Tract will be governed by standard policies and procedures of the City. The Tract will be included with other City territory in connection with planning for new, improved, revised, widened, or enlarged roads, streets, or related facilities.

8. Parks, Playgrounds, and Swimming Pools. No capital improvements are necessary at this time to provide park and recreational services to the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded parks, playgrounds, and/or swimming pools.

9. Other Publicly Owned Facilities, Buildings or Services: Additional Services. In general, other City functions and services can be provided to the Tract by using existing capital improvements. At this time, additional capital improvements are not necessary to provide City services. However, the Tract will be included with other City territory in connection with planning for new, revised, or expanded facilities, functions, and services.

V. **Amendment**. This Plan may not be amended or repealed, except as provided by the Texas Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the service programs nor changes in the responsibilities of the various departments of the City shall constitute amendments to this Plan, and the City reserves the right to make such changes at any time. This Plan is subject to, and shall be interpreted in accordance with, the Constitution and laws of the United States of America and the State of Texas, the Texas Local Government Code, and any orders, rules, or regulations of any other governmental body having jurisdiction.

VI. **Force Majeure**. In the event the City is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Plan, notice shall be given with full particulars of such force majeure, in writing, as soon as reasonably possible after the occurrence of the cause relied on, and the City's obligations, so far as effected by such force majeure, shall be suspended during the continuance of such inability so caused but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch; provided, however, City shall not be required to settle a strike or dispute with workmen when such settlement is against the will of the City. The term "force majeure" shall mean acts of God, strikes, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, explosions, breakage or accident to machinery or lines of pipe, droughts, hurricanes and tornadoes, and any other inability of either party, whether similar to those enumerated or otherwise, not within the control of the City, which, by the exercise of reasonable diligence, the City shall not have been able to avoid.

VII. **Entire Plan**. This document contains the entire and integrated Plan relating to the Tract and supersedes all other negotiations, representations, plans, and agreements, whether written or oral.

If one or more provisions of this Plan is held to be invalid, unenforceable, or illegal in any respect, the remainder of the Plan shall remain valid and in full force and effect.

SIGNATURES

For the City:	For the Property Owner:
	Alven R McBride
Name [Signature]	Name [Signature]
	ALVEN R. McBRIDE
Name [Printed]	Name [Printed]
Position	Company [if applicable]
Date	Date

SERVICE AGREEMENT NOT VALID UNTIL SIGNED BY CITY REPRESENTATIVE AND PROPERTY HAS BEEN ANNEXED

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

Additional Property Owner(s) [if applicable]

Name [Signature]	Name [Signature]
Name [Printed]	Name [Printed]
Company [if applicable]	Company [if applicable]
Date	Date

TRI-TECH
ENGINEERING ▲ SURVEYING ▲ PLANNING

METES & BOUNDS
11.89 - ACRES (517,711 SQ. FT.)
OUT OF THE J. MILLER SURVEY ABSTRACT NO. 50,
HARRIS COUNTY, TEXAS

A tract of land containing 11.89-acres (517,711 square feet), being all of that certain called 11.765 acre tract of land conveyed to Aven R. McBride as described in deed recorded under Harris County Clerk's File (H.C.C.F.) Number (No.) RP-2023-122538, Official Public Records Harris County, Texas, (O.P.R.H.C.T.) out of a 15.50 acre parent tract of land conveyed to Myron Eugene Schoeder by deed under H.C.C.F. No. E998684, Harris County, Texas, situated in the J. Miller Survey, Abstract No. 50, Harris County, Texas and being more particularly described by metes and bounds as follows; (Bearings & distances are based on Texas State Plane Grid Coordinates, South Central Zone 4204, (NAD 83)):

BEGINNING at a 1-inch iron pipe with "Cotton" cap lying in the east right-of-way (R.O.W.) line of Ulrich Road (60' wide at this point as monumented) marking the southwest corner of a called 3.00 acre tract conveyed to GTE Mobilnet of South Texas by deed under H.C.C.F. No. V099484, and being the most westerly northwest corner of the herein described tract and from which a found 5/8-inch iron rod marking the northwest corner of said 3.00-acre tract bears North 02°23'26" West, a distance of 412.92 feet; (said 1-inch iron pipe having coordinates of N:13969803.41, E:3037154.32)

THENCE, along the common line of said 3.00-acre tract and said 11.765 acre tract the following three (3) courses and distances:

1. North 87°37'58" East, a distance of 59.96 feet, to a found 1-inch iron pipe with "Cotton" cap for interior angle corner of the herein described tract;
2. North 57°26'25" East, a distance of 387.46 feet, to a found 1-inch iron pipe with "Cotton" cap for interior angle corner of the herein described tract;
3. North 02°28'35" West, a distance of 218.96 feet, to a set 5/8-inch iron rod with Tri-Tech cap lying in the south line of that certain called 19.898 acre tract conveyed to Richard O. Kinsey by deed under H.C.C.F. No. S913430, marking the northeast corner of said 3.00-acre tract and being the most northerly northwest corner of the herein described tract;

THENCE, North 87°30'09" East, along the south line of said 19.898-acre tract, a distance of 150.90 feet, to a found 1/2-inch iron pipe, marking the northwest corner of a called 0.524-acre tract conveyed as Lot 14 of McKinney Place, an unrecorded subdivision, to James A. Trevanthan and wife Kathy Trevanthan recorded under H.C.C.F. No. 20110396888, being out of that certain called 15.696-acre tract of land conveyed to Wheeler Coe Jr., Trustee by deed under H.C.C.F. No. E420245, and being the northeast corner of the herein described tract;

THENCE, South 02°31'33" East, along the common line of said 15.50-acre parent tract east line, the west line of said Unrecorded subdivision McKinney Place, at a distance of 712.03 feet pass a found 1/2 inch iron rod, continuing at a distance of 915.27 feet, to a point in said common line from which a found 1/2 inch iron rod bears South 26°03' West a distance of 0.54 feet, continuing for a total distance of 1113.83 feet, to a set 5/8-inch iron rod with Tri-Tech cap, marking the northeast corner of a called 1.000-acre tract of land conveyed to Laura Reyes by deed under H.C.C.F. No. RP-2021-377931, and being the most easterly southeast corner of the herein described tract, from which a found 1-1/2-inch iron pipe lying in the north R.O.W. line of Zion Road (variable width) marking the southwest corner of a called 0.3832-acre tract of land conveyed to Catherine I. Iveson and Christopher C. Iveson by deed under H.C.C.F No. RP-2017-420536, bears South 02°31'33" East, a distance of 286.80 feet;

THENCE, South 87°26'31" West, along the north line of said 1.000-acre tract, a distance of 151.92 feet, to a found 1/2-inch iron rod marking the northwest corner of said 1.000-acre tract and being an interior angle corner of the herein described tract;

THENCE, South 02°33'13" East, along the west line of said 1.000-acre tract, passing at a distance of 286.97 feet, the southwest corner of said 1.000 acre tract, continuing for a total distance of 305.41 feet, to a point lying in the common line of the Joseph Miller Survey Abstract No. 50 and the Ralph Hubbard Survey Abstract No. 383, and being the most southerly southeast corner of the herein described tract;

THENCE, South 87°22'41" West, along said Miller & Hubbard survey line, a distance of 184.28 feet, to a point marking the southeast corner of Zion Vista, a subdivision recorded under Film Code (F.C.) No. 681563, Harris County Map Records (H.C.M.R.) and being the most southerly southwest corner of the herein described tract;

THENCE, North 02°37'50" West, along the east line of said Zion Vista, passing at a distance of 18.44 feet, the southeast corner of Lot 1, Block 1 of said Zion Vista, continuing at a distance of 217.65 feet pass a 1/2 inch iron rod with "Survey 1" cap found and continuing for a total distance of 387.05 feet, to a 1-1/2 inch iron pipe marking the northeast corner of Lot 2, of said Block 1 of Zion Vista, and being an interior angle corner of the herein described tract;

THENCE, South 87°39'53" West, along the north line of said Lot 2 Block 1 of Zion Vista, a distance of 211.19 feet, to a set 5/8-inch iron rod with Tri-Tech cap, lying the east R.O.W. line of aforementioned Ulrich Road, marking the northwest corner of said Zion Vista and being the most westerly southwest corner of the herein described tract, from which a 1/2 inch iron rod found bears South 87°31' East, a distance of 9.08 feet;

THENCE, North 02°23'26" West, along the east R.O.W. line of said Ulrich Road (60' wide at this point), a distance of 619.24 feet to the **POINT OF BEGINNING** and containing 11.89 acres (517,711 square feet).

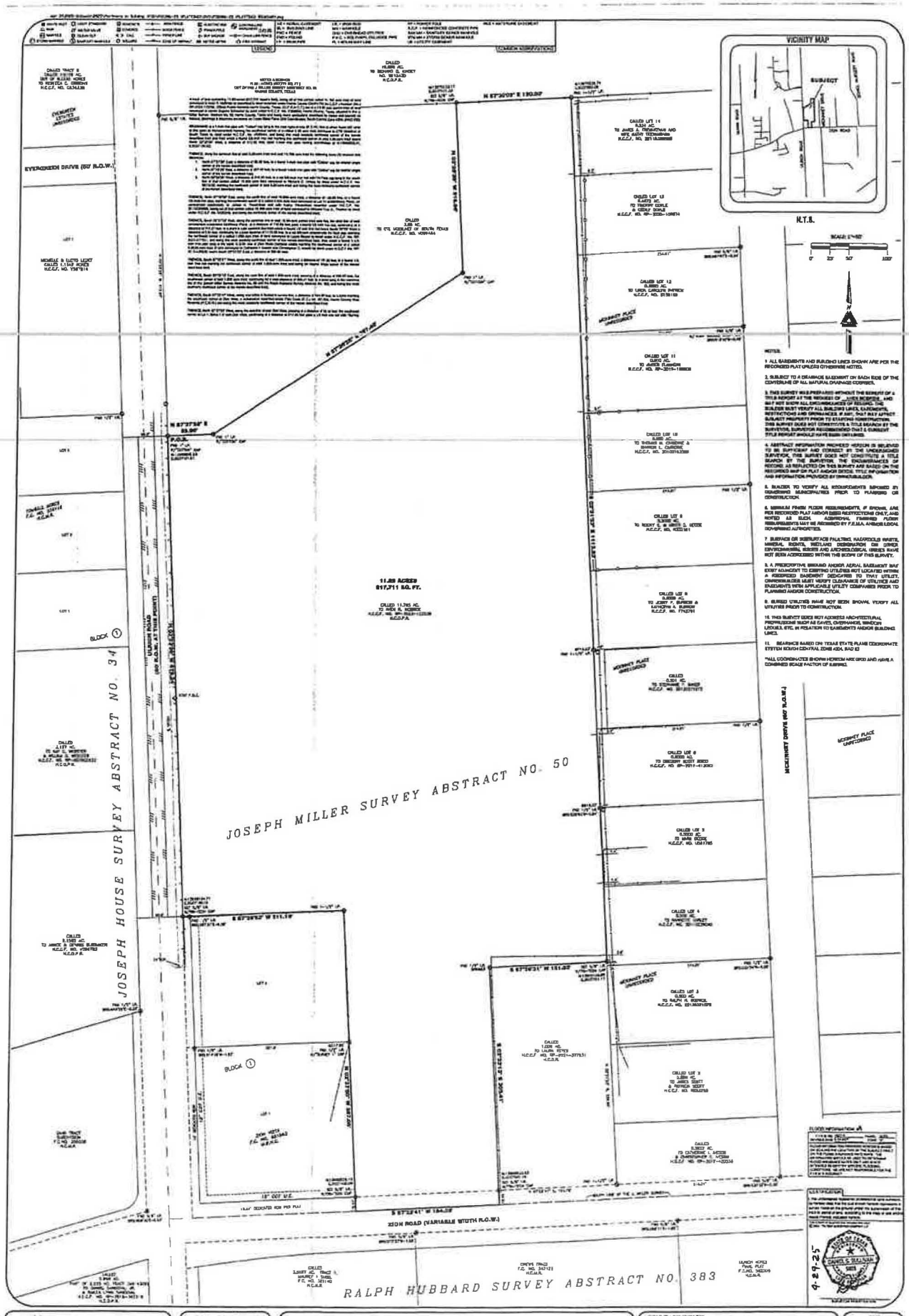
This field note description is part of the survey plat of same date. (Plat being Page 1 of 2 pages)

1.) Bearings shown are based on Texas State Plane Coordinates, South Central Zone 4204, NAD83

2.) The square footage and acreage values shown hereon are mathematical values calculated from the boundary data shown hereon. These values in no way represent the precision of closure of this survey or the accuracy of boundary monuments found or set

DANIEL S SULLIVAN, R.P.L.S. NO. 5828
4/29/25
JOB NO. PIB1086-25

STATE OF TEXAS
REGISTERED
DANIEL S. SULLIVAN
5828
PROFESSIONAL
LAND SURVEYOR



TRI-TECH SURVEYING COMPANY, L.P.
18401 WESTOFFICE DR.
HOUSTON, TEXAS 77042
PH: 713.561.0890

13130 & 0 ZION ROAD

BOUNDARY SURVEY

1 / 1

HARRIS CENTRAL APPRAISAL DISTRICT
REAL PROPERTY ACCOUNT INFORMATION
0410060020080

Tax Year: 2025

Print

Owner and Property Information			
Owner Name & Mailing Address:	**MCBRIDE AVE R** **11602 HUFFSMITH KUYKENDAHL** **TOMBALL TX 77375-3150**	Legal Description: Property Address:	**TR 18** **ABST 50 J MILLER** **0 ZION RD** **TOMBALL TX 77375**

State Class Code	Land Use Code	Land Area	Total Living Area	Neighborhood	Neighborhood Group	Market Area	Map Facet	Key Map®
C3 -- Real, Vacant Lots/Tracts (Not in City)	2000 -- Residential Vacant	16,988 SF	0 SF	2581.06	26001	400 -- ISD 26 - Tomball ISD	4772D	248Z

Value Status Information

Value Status	Shared CAD
All Values Pending	No

Exemptions and Jurisdictions

Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2024 Rate	2025 Rate
None	026	TOMBALL ISD	Pending	Pending	1.062900	
	040	HARRIS COUNTY	Pending	Pending	0.385290	
	041	HARRIS CO FLOOD CNTRL	Pending	Pending	0.048970	
	042	PORT OF HOUSTON AUTHY	Pending	Pending	0.006150	
	043	HARRIS CO HOSP DIST	Pending	Pending	0.163480	
	044	HARRIS CO EDUC DEPT	Pending	Pending	0.004799	
	045	LONE STAR COLLEGE SYS	Pending	Pending	0.107600	
	665	HC ESD 15	Pending	Pending	0.048810	
	679	HC EMERG SERV DIST 8	Pending	Pending	0.097754	

Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at **HCAD's information center at 13013 NW Freeway.**

Valuations

Value as of January 1, 2024			Value as of January 1, 2025		
	Market	Appraised		Market	Appraised
Land	59,458		Land		
Improvement	0		Improvement		
Total	59,458	59,458	Total	Pending	Pending

Land

Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	2000 -- Res Vacant Override	SF1	SF	16,988	1.00	1.00	1.00	--	1.00	Pending	Pending	Pending

Building

Vacant (No Building Data)

HARRIS CENTRAL APPRAISAL DISTRICT
REAL PROPERTY ACCOUNT INFORMATION
0410060020119

Tax Year: 2025

Print

Owner and Property Information			
Owner Name & Mailing Address:	**MCBRIDE AVE R** **11602 HUFFSMITH KUYKENDAHL** **TOMBALL TX 77375-3150**	Legal Description: Property Address:	**TR 25** **ABST 50 J MILLER** **13130 ZION RD** **TOMBALL TX 77375**

State Class Code	Land Use Code	Land Area	Total Living Area	Neighborhood	Neighborhood Group	Market Area	Map Facet	Key Map®
C3 -- Real, Vacant Lots/Tracts (Not in City)	2000 -- Residential Vacant	500,940 SF	0 SF	2581.06	26001	400 -- ISD 26 - Tomball ISD	4772D	248Z

Value Status Information

Value Status	Shared CAD
All Values Pending	No

Exemptions and Jurisdictions

Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2024 Rate	2025 Rate
None	026	TOMBALL ISD	Pending	Pending	1.062900	
	040	HARRIS COUNTY	Pending	Pending	0.385290	
	041	HARRIS CO FLOOD CNTRL	Pending	Pending	0.048970	
	042	PORT OF HOUSTON AUTHY	Pending	Pending	0.006150	
	043	HARRIS CO HOSP DIST	Pending	Pending	0.163480	
	044	HARRIS CO EDUC DEPT	Pending	Pending	0.004799	
	045	LONE STAR COLLEGE SYS	Pending	Pending	0.107600	
	665	HC ESD 15	Pending	Pending	0.048810	
	679	HC EMERG SERV DIST 8	Pending	Pending	0.097754	

Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at **HCAD's information center at 13013 NW Freeway**.

Valuations

Value as of January 1, 2024			Value as of January 1, 2025		
	Market	Appraised		Market	Appraised
Land	294,030		Land		
Improvement	0		Improvement		
Total	294,030	294,030	Total	Pending	Pending

Land

Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	2000 -- Res Vacant Override	AC0	AC	2.0000	1.00	1.00	1.00	--	1.00	Pending	Pending	Pending
2	2000 -- Res Vacant Override	AC8	AC	9.5000	1.00	1.00	1.00	--	1.00	Pending	Pending	Pending

Building

Vacant (No Building Data)

Regular City Council
Agenda Item
Data Sheet

Meeting Date: July 21, 2025

Topic:

Approve, on First Reading, Resolution No. 2025-29-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Old Town Façade Improvement Grant by and between the Corporation and Coaches Cigar Lounge, LLC to make direct incentives to, or expenditures for, building improvements for new or expanded business enterprise to be located at 414 E Main Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed $50,000.00.

Background:

On July 8, 2025, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, an Old Town Façade Improvement Grant with Coaches Cigar Lounge, LLC for building improvements for new or expanded business enterprise. The Tomball City Council has final approval authority over all programs and expenditures of the Corporation.

Origination: Tomball Economic Development Corporation Board of Directors

Recommendation: Approval of Resolution No. 2025-29-TEDC

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: X No: If yes, specify Account Number: #Old Town Façade Improvement Grants

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

Signed Approved by

Staff Member-TEDC Date Executive Director-TEDC Date

TOMBALL
ECONOMIC DEVELOPMENT CORP.

TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: July 21, 2025

SUBJECT: Coaches Cigar Lounge, LLC

ITEM TYPE: Action

The Tomball Economic Development Corporation has received a request from Russel Blue, Co-Owner, Coaches Cigar Lounge, LLC for funding assistance through the TEDC's Old Town Façade Improvement Grant (FIG) Program for improvements to an approximately 2,700 square foot building located at 414 E Main Street.

Upon completion of the improvements, Mr. Blue plans to open a boutique cigar lounge offering a variety of cigar selections in a sports themed setting.

The proposed improvements include exterior painting, removal of an overhead roll up door, new exterior door and windows, installation of a clad entrance, installation of a glass storefront, interior walls, ceiling, framing, sheetrock, insulation, texture, painting, flooring, electrical, lighting, plumbing, HVAC, and carpentry work.

The goal of the TEDC's Old Town Rental Incentive Program is to promote and assist with the renovation, rehabilitation, restoration, and enhancements of businesses within the Old Town Mixed Use zoning district. In accordance with the Old Town Façade Improvement Grant Program Guidelines & Criteria, the proposed performance agreement is for 50% of the eligible improvement costs, not to exceed $50,000.00.

The project and application was reviewed and conditionally approved by the Business Retention & Expansion (BRE) Committee on June 24, 2025. While this conditional approval enables the applicant to move forward with their project and avoid significant approval delays, it does not guarantee funding. Final approval is still required from both the TEDC Board and Tomball City Council. Applicants proceed at their own risk until those approvals are secured.

Once approved, the applicant will have nine months to complete the improvements. All grants are reimbursement grants and will only be funded after completion of the project, and after the applicant submits final paid itemized invoices/receipts for all applicable labor and materials, proof of payment, and digital photographs of the completed work.

Although this project does not create primary jobs, it does promote the development and expansion of business enterprise, which is considered a permissible project as outlined in Texas Economic Development Legislation. If this project is approved, it will go to the Tomball City Council for final approval by resolution at two separate readings.

Coaches Cigar Lounge

414 E Main St. Tomball Tx 77375

May 22, 2025

Tori Gleason, PCED
Economic Development Coordinator
Tomball Economic Development Corporation

Dear TEDC,
As we have discussed, we plan to open Coaches Cigar Lounge later this year at 414 E. Main. Our vision is to have a safe and comfortable atmosphere for patrons to purchase and smoke cigars in a sports themed setting.

We are seeking consideration for the Business Improvement Grant to help offset some of the initial expenses involved in starting a new business. We are excited and proud to be a part of the revitalization of East Main St. and believe Coaches Cigar Lounge will be a place that will bring visitors to Tomball.

Thank you for your time and consideration.

Sincerely,



Russel Blue
Co-Owner
Coaches Cigar Lounge

TOMBALL

ECONOMIC DEVELOPMENT CORP.

Old Town Façade Improvement Grant Program Guidelines & Criteria

Overview/Goals

The Old Town Façade Improvement Grant (FIG) Program promotes economic development and stimulates business in the City through public-private partnerships by offering economic incentives for renovation, rehabilitation, restoration, and enhancement of facades in Old Town Tomball.

Goals: Tomball's Old Town has been identified as a key focus area for economic development. This program is intended to serve as a tool to build upon the strengths of the area and maintain its unique character. Goals include:

(A) To preserve Old Town as a unique and historic resource for the community;

(B) To stimulate compatible reinvestment to the area;

(C) To attract new customers, tourists, and businesses to Old Town Tomball.

Program Description

The grant program is a 50% match of all approved project costs in an amount up to $50,000 for eligible commercial property and business owners in the Old Town Tomball District (See Figure 1), or eligible commercial properties zoned as Old Town Mixed Use. **A minimum investment of $10,000.00 in façade improvements is required to be eligible for funding through this program.** These grants are intended to encourage high quality, lasting building improvements which respect the unique Old Town character of the building and surrounding area.

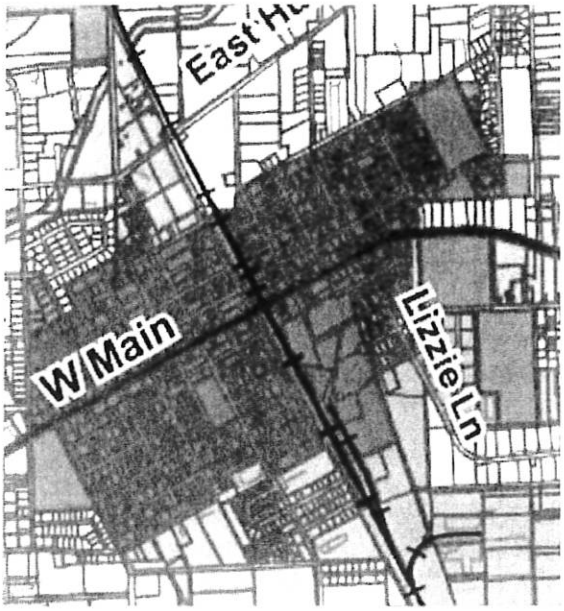
Priority will be given to projects that are making substantial façade improvements as well as improvements to the structural integrity of the building to sustain the building stock in Old Town Tomball. **Grants are not available for general or deferred maintenance.**

Applications will be evaluated and funded in accordance with the attached Evaluation Scoring System.

NOTE: Properties located outside of the Old Town Tomball District or not zoned Old Town Mixed Use **WILL NOT** be considered for funding through this Program (see Business Improvement Grant Guidelines and Criteria for more funding opportunities).

Figure 1:

Old Town District



Criteria

Eligible Reimbursements: Exterior Façade Improvements eligible for funding include, but are not limited to, the following items:

- Complete façade rehabilitation
- Exterior painting that incorporates a major visual change (maintenance painting does not apply)
- Significant masonry cleaning and/or restoration
- Exterior treatments such as brick, tile, stucco, stone, wood, or siding
- Removal/replacement of inappropriate or incompatible exterior finishes or
- materials
- New or enhanced exterior building lighting that creates a noticeably enhanced appearance (replacement of current lighting that is simply repair does not enhance the appearance of the building, such as replacement of inoperable fixtures and is not eligible)
- Door/window/storefront system/trim replacement or repair (if part of overall rehabilitation project; general building maintenance repairs do not qualify)
- New or restored façade elements, such as cornices, soffits, canopies, and other detail elements
- Awnings as part of a rehabilitation project
  Signs (new, repairs, replacement, removal) as part of a rehabilitation project

- Roofing (when in conjunction with other improvements)

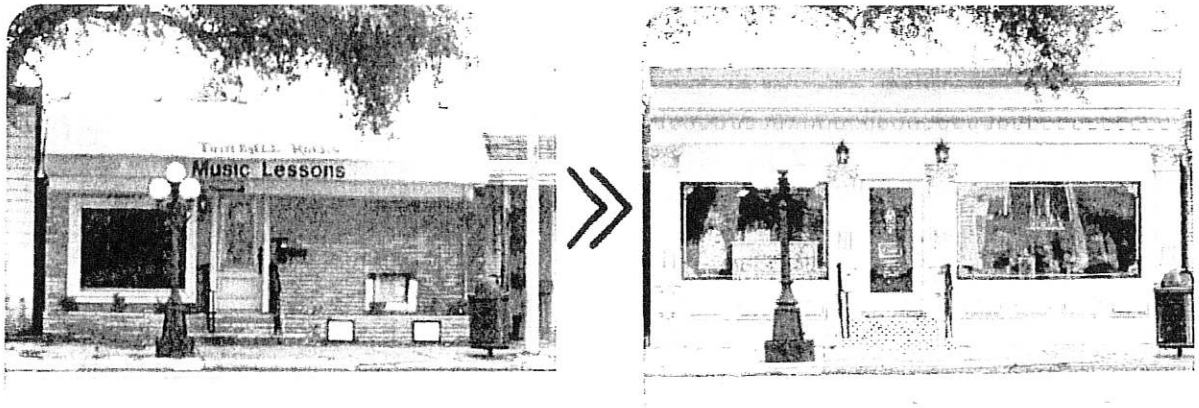
Eligible Interior Reimbursements: Interior Improvements may be eligible for funding **only** when being made in conjunction with significant exterior façade improvements. Interior improvements may include, but are not limited to, the following items:

- ADA compliance improvements
- Architectural/structural repairs or upgrades
- Asbestos removal
- HVAC, electrical or plumbing improvements

Ineligible Reimbursements:

- Construction that has commenced or been completed prior to approval of the project application
- **Interior improvements alone are not eligible for funding**
- Buildings that are not located within the Old Town District (Figure 1)
- New building construction
- Routine maintenance
- Security Bars
- Personal property, furniture, racks, shelves or counter space
- Interior furnishings or enhancements that are not permanently affixed to the building
- Permit or capital recovery fees
- Financing costs
- In-kind, donations, or "sweat equity" contributions

Before **After**



Program Eligibility

1. Commercial and mixed-use buildings and structures located within the Old Town District (See Figure 1) shall be eligible for this program.
2. Any new business planning to locate within the Old Town District, or any business currently located within the Old Town District, shall be eligible for this program.
3. A *business* is defined as an occupation, profession, or trade in the purchase or sale of goods or services in an attempt to make profit.
4. The proposed project must comply with applicable zoning regulations, city-approved planning studies, comprehensive plan designations, City Ordinances, Building Codes, and Americans with Disabilities Act (ADA) Guidelines.
5. If the property is not in compliance with any of the abovementioned items in (4) these violations must be mitigated by the project. The grant recipient will be deemed ineligible for funding if any of these are not met at the time in which the applicant submits documentation for grant reimbursement.
6. Grants may not be used for refinancing existing loans, working capital, inventory, permits, inspections, security fencing or gates, home occupations, roof repair or replacement (by-itself), interior remodeling or improvements that are not permanent fixtures of the building, new construction, and routine maintenance.

Guidelines

1. Proof of the applicant's ownership of the subject facility or facilities, or proof that the owner of such facility has approved the application for such grant funds, shall be required.
2. The owner of a business to be operated within a leased facility, and the owner of such lease facility, must apply jointly for the program. Copies of a lease agreement and proof of ownership of the leased facility shall be required.
3. A business or property owner will be ineligible for the program if the proposed property has received funds from the Old Town Façade Improvement Grant Program within the last five fiscal (5) years.
4. A business or property owner may apply for one (1) Old Town Façade Improvement Grant per physical location (address) set forth herein within five (5) fiscal years (October 1 to September 30) from the approval date of the grant. A business that receives grant funding during a fiscal year through the Old Town Façade Improvement Grant Program shall be ineligible to make subsequent applications for the Business Improvement Grant Program until the next fiscal year.
5. The maximum amount of funding available to any one applicant, business establishment, or property owner at one physical location (address) shall be $50,000.00 per five (5) fiscal years unless applying and receiving funds under the Business Improvement Grant Program.
6. All grants are reimbursement grants and will only be funded after completion of the project in accordance with drawings and specifications approved by the

TEDC, and after the applicant submits to the TEDC final paid itemized invoices/receipts for all applicable labor and materials, proof of payment (cleared check, credit card statement/transaction, etc.) that match the amounts reflected on the itemized receipts/invoices for all applicable labor and materials along with quality digital photographs of the completed work shall also be required to be submitted by email to: tgleason@tomballtxedc.org

7. Reimbursement grants are a cash payment of up to the approved percentage of funds expended by the applicant on the improvements and are not to exceed the limits set forth in paragraph (5) hereof. In-kind contributions to the project costs are not eligible reimbursements.
8. The TEDC may award grant funds to an applicant, with certain provisions, conditions, or other requirements that the TEDC deems necessary or appropriate. The applicant shall be obligated to make the improvements in accordance with the application submitted to and approved by the TEDC. Thereafter, any modifications must first receive written approval by the TEDC Executive Director. Failure to obtain such written approval prior to making any such modifications shall render the applicant ineligible to receive grant funding.
9. The applicant shall be responsible for obtaining all applicable permits related to the improvement project, and failure to do so will render the applicant ineligible to receive grant funding.
10. The improvements, as presented in the application, must be completed in their entirety. Failure to complete all stated improvements shall render the applicant ineligible to receive grant funding.
11. Upon approval of a grant application, and during the construction of the improvements, a representative or representatives of the TEDC shall have the right, at all reasonable times, to have access to and inspect the work in progress.
12. The applicant shall not begin any improvements prior to receiving written approval of grant funding from the TEDC.
13. The applicant must complete the improvement project within nine (9) months of receiving written approval therefore from the TEDC. Failure to complete the improvements within the required time period shall result in the loss of the grant funds allocated for the project. Time extensions may be granted at the discretion of the TEDC.
14. Approval of all applications shall be with the understanding and agreement that, in the event the business (applicant) fails to remain open, or the business or property is sold or transferred and subsequently closes, within twelve (12) months after the funding of the grant, the applicant shall be considered in default of its obligations under the grant, and shall be required to reimburse the TEDC the grant money received.
15. The applicant must agree that, in the event of default of its obligations, the applicant shall repay to the TEDC the amount of grant funds it has received, with interest, at the rate of 10% per annum, within thirsty (30) days after the TEDC notifies the applicant of the default. The form of such payment shall be a cashier's check or money order, made payable to the Tomball Economic Development Corporation.

16. The applicant must certify that the applicant does not employ nor will it employ any undocumented workers (an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States). The applicant must agree that if, after receiving grant funds, it is convicted of a violation under 8 U.S.C. Section 1324a(f), the applicant shall repay the amount of the grant funds received by the applicant, with interest, at the rate of 10% per annum, within thirty (30) days after the TEDC notifies the applicant of the violation.
17. The TEDC shall have the authority to bring a civil action to recover any amounts that the applicant must repay to the TEDC under paragraphs 14, 15, and 16, and in such action may recover court costs and reasonable attorney's fees.



Funding

The TEDC has budgeted $200,000.00 per fiscal year (October 1 to September 30) to fund this grant program. Grant applications received after the available funding has been exhausted may be accepted and held until the following fiscal year. The TEDC retains sole discretion to accept or reject applications received after available funding has been exhausted.

1. Upon notification to the TEDC by the applicant that a project has been completed, an inspection by a TEDC representative or representatives shall be made to confirm that such project has been completed in accordance with the application or any approved modifications thereto. Such notification shall include, but not be limited to, documentation of paid receipts for materials, labor, permits, inspection reports, an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the project improvements have been paid and any and all liens and claims regarding such work have been released, or any other item that the TEDC may reasonably deem necessary for determining the project's completion.
2. The TEDC agrees to distribute such funds to the applicant within thirty (30) days following the inspection required in paragraph (1) hereof, and confirmation of completion of the project in accordance with the application or any approved modifications thereto. The Executive Director of the TEDC shall issue a letter to the TEDC Board of Directors notifying them of the funding action to be taken. A copy of such letter shall also be provided to the applicant.
3. Within ten (10) business days following an inspection and the presentation of the receipts as provided in paragraph (1) above, and after a determination is made by the TEDC's representative that the project has not been completed in accordance with the application, or any approved modifications thereof, the Executive Director shall issue a letter to the applicant indicating any and all areas of non-compliance. The applicant shall then have sixty (60) days, from the date of such letter, to make the modifications necessary to bring the project into compliance. Failure to complete such modifications within said sixty-day period

shall be deemed a default of applicant's obligations under the grant, and the applicant shall be ineligible to receive grant funding.

Miscellaneous

The Tomball Economic Development Corporation shall deliver a copy of these guidelines to any applicant for his/her review and the delivery hereof does not constitute an offer of an Old Town Façade Improvement Grant to the applicant.

The laws of the state of Texas shall govern the interpretation, validity, performance and enforcement of this Old Town Façade Improvement Grant Program. If any provision of this Old Town Façade Improvement Grant Program is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected hereby.

ACKNOWLEDGMENT OF RECEIPT OF AND AGREE TO COMPLY WITH THE GUIDELINES AND CRITERIA FOR THE OLD TOWN FAÇADE IMPROVEMENT GRANT PROGRAM BY THE TOMBALL ECONOMIC DEVELOPEMNT CORPORATION

APPLICANT: Bill Honeck / Russel Blue

ADDRESS: 11322 N. country club green DR Tomball, TX 77375

PHONE: 832-775-4921

EMAIL: Billhoneck@icloud.com

Signature: [signature]

PROPERTY OWNER/LANDLORD: Nolan and Shannon Butterfras Trust

ADDRESS: 22709 Decker Prairie Rosehill

PHONE: 713-859-3658

EMAIL: Nolan@texasturfmanagement.com

Signature: [signature]

This acknowledgement page must be signed and returned to the Executive Director of Economic Development. Please retain the Guidelines and Criteria for your records.

APPLICATION
for
OLD TOWN FAÇADE IMPROVEMENT GRANT PROGRAM

I (We), hereinafter referred to as "APPLICANT", on behalf of the identified entity, submit to the Tomball Economic Development Corporation, hereinafter referred to as "TEDC", this application for consideration of an Old Town Façade Improvement Grant under the provisions of the TEDC's Old Town Façade Improvement Grant Program.

As part of this application, APPLICANT represents to TEDC the following:

1. APPLICANT has received a copy of the TEDC's Guidelines and Criteria for the Old Town Façade Improvement Grant Program. APPLICANT acknowledges to TEDC that in making this application, APPLICANT understands the terms and provisions thereof, and all questions relating to any needed interpretation thereof have been answered by authorized representatives of TEDC prior to the submission of this application.

2. APPLICANT has secured such legal, accounting, and/or other advice that may be necessary for APPLICANT to determine the desirability of making this application and/or accurately and correctly answering any questions as hereinafter set out. APPLICANT acknowledges that it has completely relied on the advice and counsel of experts and/or appropriate persons retained, employed, or compensated by APPLICANT, and that it has not relied upon, nor is APPLICANT now attempting to rely upon the advice and counsel of TEDC, its servants, agents, employees and/or elected or appointed officers.

3. By signing this document, "Application for Old Town Façade Improvement Grant" either in an individual capacity, jointly, or in a representative capacity, APPLICANT acknowledges and verifies that all of the facts, information, and allegations as herein set out are true, correct and accurate, and that TEDC may rely thereon as if the same had been signed by APPLICANT or APPLICANT'S agent before a Notary Public or other authorized officer permitted by law to administer oaths and to take acknowledgements. APPLICANT further acknowledges and understands that any materially false or misleading statements of fact may be considered a violation of the criminal laws of the State of Texas.

4. The APPLICANT, whether a corporate entity, partnership, or other legal type business entity, or an individual, acknowledges and verifies that it is current on all current tax obligations, assessments, or other governmental levies and assessments, and that the same have been paid when due and payable, and that no delinquencies exist at this time. The APPLICANT swears and affirms that the APPLICANT is fully authorized to transact business in the State of Texas and in the state of incorporation if different from the State of Texas.

5. The APPLICANT hereby certifies that the APPLICANT 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 under the law to be employed in that manner in the United States. APPLICANT understands and agrees that if, after receiving an Old Town Façade Improvement Grant, APPLICANT is convicted of a violation under 8 U.S.C. Section 1324a(f), the APPLICANT shall be required to reimburse to the TEDC the grant amount received. Payments must be paid in full within thirty (30) days after the date of written notification by the TEDC. The form of such payment shall be a cashier's check or money order, made payable to the Tomball Economic Development Corporation. The TEDC has the right to recover court costs and reasonable attorney's fees as a result of any civil action required to recover such repayment.

Promotional Rights.

By accepting grant funds, the APPLICANT authorizes the TEDC to promote the project and property including, but not limited to, displaying a sign at the site indicating participation in the Program and using photographs and descriptions of the project and property in TEDC promotional materials, press releases, social media and websites.

Applicant Information.

Applicant is: ☐ Owner ☑ Tenant Applicant

Business Entity Name: Conchas Cigar Lounge

Mailing Address: 414 E. Main ST Tomball, TX 77375

Phone Number: 832-275-4921

Email: Billhmeck@icloud

Street Address: 11322 N. country Clb Green DR 77375

Home Address: " " "

Street Address: _____

City/State/Zip: Tomball TX 77375

Other companies and locations owned and/or operated by the APPLICANT

Company Name: _____

Street Address: _____

City/State/Zip: _____

Building Owner Information. (NOTE: if applicant is a tenant, building owner must apply as a co-applicant)

Business Owner Name: Nolan and Shannon Butterfras Trust

Building Owner Address: 22709 Decker Prairie Rosehill

Phone Number: 713-859-3658

Email: nolan@texasturfmanagement.com

6. Please attach a separate document providing a legal description of the property upon which the contemplated improvements will be located as *Exhibit A*.

7. Please attach a vicinity map locating the property within the City of Tomball as *Exhibit B*.

8. Please furnish detailed drawings, plans, specifications, color schemes, or any other available supporting documents for the proposed improvements and cost estimates as *Exhibit C*.

9. Please attach a letter describing the overall project and addressing the need for the TEDC grant funds.

10. Description of proposed improvements:

Description	Estimated Repair	Estimated Start Date	Completion Date
INTERNAL BUILDOUT	210K	6/15/25	8/31/25

11. New or existing business: ✓ New _____ Existing

_____ has been in operation for 0 years.

Existing # of jobs: _____ *(If applicable)* Full-time _____ Part-time _____

New jobs (full-time): 3 New jobs (part-time): 2

13. Prior to APPLICANT'S execution of this application, APPLICANT has had this reviewed by an Attorney of the APPLICANT, or has had the opportunity to do so, and the parties hereto agree that based on the foregoing, this application for the Old Town Façade Improvement Grant Program shall not be construed in favor of one party over the other based on the drafting of this application.

14. APPLICANT and owner/landlord indemnify, defend, and hold TEDC harmless from any liability, injury, claim, expenses, and attorney's fees arising out of a contractor, builder, or contract for performance of improvements, or repair to buildings and facilities.

15. TEDC has delivered a copy of the guidelines and criteria for an Old Town Façade Improvement Grant Program to applicant for review, and the delivery hereof does not constitute an offer of an improvement grant.

16. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of the application for the Old Town Façade Improvement Grant Program. If any provision of this application for the Old Town Façade Improvement Grant Program should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this application shall not be affected thereby.

17. Before submitting an application to the TEDC, the APPLICANT must meet with the Development Review Committee (DRC) of the City of Tomball for a review of the proposed project improvements in order to fulfill paragraph (16) project eligibility requirement in the TEDC "Guidelines and Criteria." The APPLICANT can make an appointment by calling 281-290-1405.

VERIFICATION

I (We), the undersigned APPLICANT(S), certify that all the information furnished TEDC has been furnished freely by the APPLICANT(S), herein, and further acknowledge that no rights or privileges may be relied on as a part of any application. In addition, it is acknowledged that the Tomball Economic Development Corporation may or may not grant an Old Town Façade Improvement Grant based upon application or request hereunder purely as a matter of discretion, and that there is no legal right to rely on any previous actions taken in same or similar applications, or previous actions taken on other applications concerning the same or similar property.

Signed and submitted to Tomball Economic Development Corporation on this, the 11th day of June, 2025

Applicant: [signature]

Signature: Russell Blue

Phone: 2817559978 Email: russellblue@yahoo.com

Property Owner/Landlord: Nolan and Shannon Butterfras Trust

Signature: [signature]

Phone: 713-859-3658 Email: nolan@texasturfmanageme

The State of Texas
County of Harris

Before me, the undersigned authority, on this 6th day of June, 2025, personally appeared Russell Bell, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me and that they executed the same for the purposes therein expressed.

VICTORIA LEIGH GLEASON
Notary ID #131843585
My Commission Expires
January 4, 2027

Notary Public in and for the State of Texas
My Commission Expires: 01/04/2027

The State of Texas
County of Harris

Before me, the undersigned authority, on this 6th day of June, 2025, personally appeared Nolan Bumpers, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me and that they executed the same for the purposes therein expressed.

VICTORIA LEIGH GLEASON
Notary ID #131843585
My Commission Expires
January 4, 2027

Notary Public in and for the State of Texas
My Commission Expires: 01/04/2027

DOCUMENTATION CHECKLIST
for
OLD TOWN FAÇADE IMPROVEMENT GRANT PROGRAM

As part of this application, the following documentation is being provided by the applicant:

- ☐ Request Letter describing proposed project and the need for grant funds;
- ☐ All grant applications must include a drawing to scale showing design intent, materials, and colors to be used of all the proposed grant work to be done;
- ☐ Establishment of Business Entity Name (Copy of Articles of Incorporation, dba, etc.);
- ☐ Copy of Lease Agreement (if facility is leased);
- ☐ Legal description of subject property (Exhibit A);
- ☐ Vicinity map of subject property (Exhibit B);
- ☐ Estimates of proposed improvements from the company to be doing the work (as much detail as possible) (Exhibit C);
    - Itemized estimates/quotes which include information and details such as color samples of paint, fabric, sign material
- ☐ Digital pictures of the site and area (interior and exterior) to be improved emailed to tgleason@tomballtxedc.org (Exhibit D);
- ☐ If submitting your application online, Signature and Notary Seal required **once approved.**

TOMBALL
ECONOMIC DEVELOPMENT CORP.

OLD TOWN FAÇADE IMPROVEMENT GRANT PROGRAM

Evaluation Scoring System

The Old Town Façade Improvement Grant Program (FIG) evaluation scoring system is based on the standards and criteria of the Program. Applications will be evaluated by each Committee member using this scoring system and funding of eligible improvements will be based upon a project's score and the following requirements.

- Projects must meet the applicable FIG standards and criteria, receive a score of 30 points or more, and meet all other program requirements to be considered for funding.
- Projects with a score between 46-60 will be eligible for funding up to $50,000.00.
- Projects with a score between 30-45 will be eligible for funding up to $40,000.00.

Project:
Coaches Cigar Lounge, LLC
414 E Main St.
Tomball, Texas 77375

Total Eligible Interior Cost:
$165,000.00
Total Eligible Exterior Cost:
$31,500.00

Total Project Investment:
$216,150.00

Evaluation Categories

Visibility	Points Available
Building located off of 2920 or highly visible from 2920	5
Building located on predominantly commercial streets	4
Building located on residential or minor street	3

Existing Condition	Points Available
Poor: The existing appearance and condition of the property is structurally unstable or dilapidated	5
Fair: The existing appearance and condition of the property is structurally stable but needs substantial renovations	3
Good: The existing appearance and condition of the property is in need of little to no structural or substantial renovations	1

Impact of Improvement	Points Available (can be combined)
The project includes major/complete façade work and site redevelopment	5
The building façade is predominately brick/stone (excluding windows/doors)	5
The project includes moderate façade work and site redevelopment	4
The building includes a creative design that is an appropriate fit for the proposed location and is consistent with the downtown character	4
The building façade improvements along the alley are of the same quality as the street facing facades	4
The building preserves or restores historical features or characteristics	3
The project significantly improves the streetscape or alleyscape adjacent to the building	2

Importance to the Area	Points Available (points can be combined for mixed use project up to 15 points)
Restaurant	7
Entertainment	6
Retail – desired retail uses (determined by Committee)	6
Office	5
Primary Employment	4
Retail – general retail uses	3
Other uses	Point value determined by the Committee

Owner vs TEDC Contribution Ratio	Points Available
Greater than 7:1	5
Greater than 4:1 but less than 7:1	3
1:1 up to 4:1	1

Readiness	Points Available
Applicant has architect's renderings, quotes, proof of ownership/lease and 100% of grant checklist requirements	5
Applicant has quotes and proof of ownership/lease and 50% of grant checklist requirements	3
Applicant has quotes and only 25% of grant checklist requirements	1

Local Owner/Occupant	Points Available
Building is owned by a local landlord/owner and the business is locally owned and operated	5
Building is owned by an absent landlord, but the business is locally owned and operated	3
Building is owned by an absent landlord, and the business is not locally owned	1

Utilization of Local Businesses	Points Available
Applicant is using mostly local businesses to make improvements	5
Applicant is using half local businesses to make improvements	3
Applicant is using no local businesses to make improvements	1

Total Points	50

TOMBALL
ECONOMIC DEVELOPMENT CORP.

June 24, 2025

Russel Blue & Bill Honeck
Coaches Cigar Lounge, LLC
414 E Main St.
Tomball, Texas 77375

RE: CONDITIONAL APPROVAL - Old Town Façade Improvement Grant Program

Dear Mr. Blue & Mr. Honeck:

Thank you for your recent application to the Old Town Facade Improvement Grant Program. We are pleased to inform you that your application for the proposed improvements at **414 E Main Street, Tomball, Texas 77375,** has received **conditional approval** from the Business Retention & Expansion (BR&E) Review Committee.

This conditional approval is based on the preliminary review of your application materials, including your project description, cost estimates, and proposed design concept. The BR&E Committee met on June 24, 2025, to review your submittal and found that based on the Evaluation Scoring System your project received a score of **50** which is eligible for funding up to **$50,000.00.**

Conditional Approval

This letter serves as formal notice of conditional approval of the application, as submitted, based on the preliminary review conducted by the Tomball Economic Development Corporation's (BR&E) Review Committee. While we are encouraged by your project's potential and the progress made to date, please carefully review the following critical conditions:

1. **Final Approval Pending**

This conditional approval does not constitute a commitment of funds or a final decision. The project remains subject to final approval by Tomball City Council, which includes a full review of all required documentation, terms, and conditions.

2. **No Guarantee of Funding**

Funding for this project is not guaranteed until formal approval is granted by the Tomball Economic Development Corporation's Board of Directors and Tomball City Council through a resolution or other official action.

3. **Proceeding at Your Own Risk**

If you choose to begin project activities prior to receiving final approval, please understand you do so at your own risk. Neither the TEDC, City of Tomball, nor its affiliates shall be held liable for any costs, obligations, or commitments incurred in anticipation of funding.

TOMBALL
ECONOMIC DEVELOPMENT CORP.

Process for Final Approval

Your application will be presented at the next available Tomball Economic Development Corporation Board of Directors Meeting for approval. It will then proceed to the next two available Tomball City Council Meetings for final approval via two separate readings of a resolution.

Once all approvals are obtained and legal notice requirements fulfilled, TEDC staff will reach out to initiate execution of the grant agreement.

Project Work and Reimbursement Guidelines

While you may begin project work upon receipt of this letter, please note that the reimbursement of eligible expenses will only occur after full approval is secured and the grant agreement has been executed. Additionally, you must comply with all applicable City of Tomball permitting requirements, zoning regulations, building codes, and other local ordinances. Failure to do so may affect your eligibility for reimbursement.

Upon project completion, you must submit:

- Final paid invoice(s)
- Proof of payment(s)
- Digital "after" photographs of the completed improvements

Once all documentation is received and verified, TEDC will process the reimbursement and notify you when your check is ready.

Financial Summary

Description	**Your Investment**	**TEDC Grant**
Eligible Improvements	$216,150.00	$50,000.00
Total Amount Available from TEDC:		**$50,000.00**

We sincerely appreciate your dedication to preserving and enhancing the character of Old Town Tomball. If you have any questions or need further assistance, please do not hesitate to contact our office.

Sincerely,

Tori Gleason, PCED

Economic Development Coordinator
Tomball Economic Development Corporation

RESOLUTION NO. 2025-29-TEDC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING AND APPROVING THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION'S PROJECT TO EXPEND FUNDS IN ACCORDANCE WITH AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CORPORATION AND COACHES CIGAR LOUNGE, LLC TO PROMOTE AND DEVELOP A NEW OR EXPANDED BUSINESS ENTERPRISE; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the Tomball Economic Development Corporation (the "TEDC"), created pursuant to the Development Corporation Act, now Chapter 501 of the Texas Local Government Code, as amended (the "Act"), desires to adopt projects and provide incentives for economic development within the City; and

WHEREAS, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of Fifty Thousand Dollars ($50,000.00), found by the Board to be required or suitable to promote a new business development by Coaches Cigar Lounge, LLC; and

WHEREAS, pursuant to the Act, the TEDC may not undertake such project without the approval of Tomball City Council; and

WHEREAS, City Council finds and determines that such project promotes new or expanded business development and is in the best interests of the citizenry; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

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 City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Fifty Thousand Dollars ($50,000.00), to Coaches Cigar Lounge, LLC, in accordance with an Old Town Façade Improvement Grant by and between the TEDC and Coaches Cigar Lounge, LLC to promote and develop a new or expanded business enterprise, to be located at 414 E Main Street, Tomball, Texas 77375.

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 City Council of the City of Tomball, Texas, 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.

PASSED AND APPROVED on first reading this _____ day of _____, 202__.

PASSED, APPROVED, AND RESOLVED on second and final reading this _____ day of _____, 202__.

_____
Lori Klein Quinn, Mayor

ATTEST:

_____
City Secretary

Regular City Council
Agenda Item
Data Sheet

Meeting Date: July 21, 2025

Topic:

Approve, on First Reading, Resolution No. 2025-30-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Old Town Façade Improvement Grant by and between the Corporation and Raymond Street Professional Suites, LLC to make direct incentives to, or expenditures for, building improvements for new or expanded business enterprise to be located at 203 Raymond Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed $40,000.00.

Background:

On July 8, 2025, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, an Old Town Façade Improvement Grant with Raymond Street Professional Suites, LLC for building improvements for new or expanded business enterprise. The Tomball City Council has final approval authority over all programs and expenditures of the Corporation.

Origination: Tomball Economic Development Corporation Board of Directors

Recommendation: Approval of Resolution No. 2025-30-TEDC

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: X No: If yes, specify Account Number: #Old Town Façade Improvement Grants

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

Signed Approved by

Staff Member-TEDC Date Executive Director-TEDC Date

TOMBALL
ECONOMIC DEVELOPMENT CORP.

TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: July 21, 2025

SUBJECT: Raymond Street Professional Suites, LLC

ITEM TYPE: Action

The Tomball Economic Development Corporation has received a request from Jennifer LeMaster, Owner, Raymond Street Professional Suites, LLC for funding assistance through the TEDC's Old Town Façade Improvement Grant (FIG) Program. Ms. LeMaster plans to convert an existing residential structure located at 203 Raymond Street into a multi-tenant office space.

The proposed improvements include exterior painting, roofing, entry gable addition, expansion of the exterior entrance, awning, siding, interior demolition of existing closets, interior flooring, interior painting, interior front lobby, ADA bathroom, plumbing, and electrical work.

The goal of the TEDC's Old Town Rental Incentive Program is to promote and assist with the renovation, rehabilitation, restoration, and enhancement of commercial properties within the Old Town Mixed Use zoning district. In accordance with the Old Town Façade Improvement Grant Program Guidelines & Criteria, the proposed performance agreement is for 50% of the eligible improvement costs, not to exceed $40,000.00.

The project and application was reviewed and conditionally approved by the Business Retention & Expansion (BRE) Committee on June 10, 2025. While this conditional approval enables the applicant to move forward with their project and avoid significant approval delays, it does not guarantee funding. Final approval is still required from both the TEDC Board and Tomball City Council. Applicants proceed at their own risk until those approvals are secured.

Once approved, the applicant will have nine months to complete the improvements. All grants are reimbursement grants and will only be funded after completion of the project, and after the applicant submits final paid itemized invoices/receipts for all applicable labor and materials, proof of payment, and digital photographs of the completed work.

Although this project does not create primary jobs, it does promote the development and expansion of business enterprise, which is considered a permissible project as outlined in

Texas Economic Development Legislation. If this project is approved, it will go to the Tomball City Council for final approval by resolution at two separate readings.

TOMBALL
ECONOMIC DEVELOPMENT CORP.

Old Town Façade Improvement Grant Program Guidelines & Criteria

Overview/Goals

The Old Town Façade Improvement Grant (FIG) Program promotes economic development and stimulates business in the City through public-private partnerships by offering economic incentives for renovation, rehabilitation, restoration, and enhancement of facades in Old Town Tomball.

Goals: Tomball's Old Town has been identified as a key focus area for economic development. This program is intended to serve as a tool to build upon the strengths of the area and maintain its unique character. Goals include:

(A) To preserve Old Town as a unique and historic resource for the community;

(B) To stimulate compatible reinvestment to the area;

(C) To attract new customers, tourists, and businesses to Old Town Tomball.

Program Description

The grant program is a 50% match of all approved project costs in an amount up to $50,000 for eligible commercial property and business owners in the Old Town Tomball District (See Figure 1). **A minimum investment of $10,000.00 in façade improvements is required to be eligible for funding through this program.** These grants are intended to encourage high quality, lasting building improvements which respect the unique Old Town character of the building and surrounding area.

Priority will be given to projects that are making substantial façade improvements as well as improvements to the structural integrity of the building to sustain the building stock in Old Town Tomball. **Grants are not available for general or deferred maintenance.**

Applications will be evaluated and funded in accordance with the attached Evaluation Scoring System.

NOTE: Properties located outside of the Old Town Tomball District or not zones Old Town Mixed Use **WILL NOT** be considered for funding through this Program (see Business Improvement Grant Guidelines and Criteria for more funding opportunities).

- Roofing (when in conjunction with other improvements)

Eligible Interior Reimbursements: Interior Improvements may be eligible for funding **only** when being made in conjunction with significant exterior façade improvements. Interior improvements may include, but are not limited to, the following items:

- ADA compliance improvements
- Architectural/structural repairs or upgrades
- Asbestos removal
- HVAC, electrical or plumbing improvements

Ineligible Reimbursements:

- Construction that has commenced or been completed prior to approval of the project application
- **Interior improvements alone are not eligible for funding**
- Buildings that are not located within the Old Town District (Figure 1)
- New building construction
- Routine maintenance
- Security Bars
- Personal property, furniture, racks, shelves or counter space
- Interior furnishings or enhancements that are not permanently affixed to the building
- Permit or capital recovery fees
- Financing costs
- In-kind, donations, or "sweat equity" contributions

Before **After**



TEDC, and after the applicant submits to the TEDC final paid itemized invoices/receipts for all applicable labor and materials, proof of payment (cleared check, credit card statement/transaction, etc.) that match the amounts reflected on the itemized receipts/invoices for all applicable labor and materials along with quality digital photographs of the completed work shall also be required to be submitted by email to: tgleason@tomballtxedc.org

7. Reimbursement grants are a cash payment of up to the approved percentage of funds expended by the applicant on the improvements and are not to exceed the limits set forth in paragraph (5) hereof. In-kind contributions to the project costs are not eligible reimbursements.
8. The TEDC may award grant funds to an applicant, with certain provisions, conditions, or other requirements that the TEDC deems necessary or appropriate. The applicant shall be obligated to make the improvements in accordance with the application submitted to and approved by the TEDC. Thereafter, any modifications must first receive written approval by the TEDC Executive Director. Failure to obtain such written approval prior to making any such modifications shall render the applicant ineligible to receive grant funding.
9. The applicant shall be responsible for obtaining all applicable permits related to the improvement project, and failure to do so will render the applicant ineligible to receive grant funding.
10. The improvements, as presented in the application, must be completed in their entirety. Failure to complete all stated improvements shall render the applicant ineligible to receive grant funding.
11. Upon approval of a grant application, and during the construction of the improvements, a representative or representatives of the TEDC shall have the right, at all reasonable times, to have access to and inspect the work in progress.
12. The applicant shall not begin any improvements prior to receiving written approval of grant funding from the TEDC.
13. The applicant must complete the improvement project within nine (9) months of receiving written approval therefore from the TEDC. Failure to complete the improvements within the required time period shall result in the loss of the grant funds allocated for the project. Time extensions may be granted at the discretion of the TEDC.
14. Approval of all applications shall be with the understanding and agreement that, in the event the business (applicant) fails to remain open, or the business or property is sold or transferred and subsequently closes, within twelve (12) months after the funding of the grant, the applicant shall be considered in default of its obligations under the grant, and shall be required to reimburse the TEDC the grant money received.
15. The applicant must agree that, in the event of default of its obligations, the applicant shall repay to the TEDC the amount of grant funds it has received, with interest, at the rate of 10% per annum, within thirsty (30) days after the TEDC notifies the applicant of the default. The form of such payment shall be a cashier's check or money order, made payable to the Tomball Economic Development Corporation.

shall be deemed a default of applicant's obligations under the grant, and the applicant shall be ineligible to receive grant funding.

Miscellaneous

The Tomball Economic Development Corporation shall deliver a copy of these guidelines to any applicant for his/her review and the delivery hereof does not constitute an offer of an Old Town Façade Improvement Grant to the applicant.

The laws of the state of Texas shall govern the interpretation, validity, performance and enforcement of this Old Town Façade Improvement Grant Program. If any provision of this Old Town Façade Improvement Grant Program is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected hereby.

ACKNOWLEDGMENT OF RECEIPT OF AND AGREE TO COMPLY WITH THE GUIDELINES AND CRITERIA FOR THE OLD TOWN FAÇADE IMPROVEMENT GRANT PROGRAM BY THE TOMBALL ECONOMIC DEVELOPEMNT CORPORATION

APPLICANT: Jennifer LeMaster

ADDRESS: 6906 Pennwell Dr. Spring, TX 77389

PHONE: 832. 457. 7653

EMAIL: jennifer@lemasterlawfirm.com

Signature: _____

PROPERTY OWNER/LANDLORD: Same

ADDRESS: _____

PHONE: _____

EMAIL: _____

Signature: _____

This acknowledgement page must be signed and returned to the Executive Director of Economic Development. Please retain the Guidelines and Criteria for your records.

APPLICATION
for
OLD TOWN FAÇADE IMPROVEMENT GRANT PROGRAM

I (We), hereinafter referred to as "APPLICANT", on behalf of the identified entity, submit to the Tomball Economic Development Corporation, hereinafter referred to as "TEDC", this application for consideration of an Old Town Façade Improvement Grant under the provisions of the TEDC's Old Town Façade Improvement Grant Program.

As part of this application, APPLICANT represents to TEDC the following:

1. APPLICANT has received a copy of the TEDC's Guidelines and Criteria for the Old Town Façade Improvement Grant Program. APPLICANT acknowledges to TEDC that in making this application, APPLICANT understands the terms and provisions thereof, and all questions relating to any needed interpretation thereof have been answered by authorized representatives of TEDC prior to the submission of this application.

2. APPLICANT has secured such legal, accounting, and/or other advice that may be necessary for APPLICANT to determine the desirability of making this application and/or accurately and correctly answering any questions as hereinafter set out. APPLICANT acknowledges that it has completely relied on the advice and counsel of experts and/or appropriate persons retained, employed, or compensated by APPLICANT, and that it has not relied upon, nor is APPLICANT now attempting to rely upon the advice and counsel of TEDC, its servants, agents, employees and/or elected or appointed officers.

3. By signing this document, "Application for Old Town Façade Improvement Grant" either in an individual capacity, jointly, or in a representative capacity. APPLICANT acknowledges and verifies that all of the facts, information, and allegations as herein set out are true, correct and accurate, and that TEDC may rely thereon as if the same had been signed by APPLICANT or APPLICANT'S agent before a Notary Public or other authorized officer permitted by law to administer oaths and to take acknowledgements. APPLICANT further acknowledges and understands that any materially false or misleading statements of fact may be considered a violation of the criminal laws of the State of Texas.

4. The APPLICANT, whether a corporate entity, partnership, or other legal type business entity, or an individual, acknowledges and verifies that it is current on all current tax obligations, assessments, or other governmental levies and assessments, and that the same have been paid when due and payable, and that no delinquencies exist at this time. The APPLICANT swears and affirms that the APPLICANT is fully authorized to transact business in the State of Texas and in the state of incorporation if different from the State of Texas.

5. The APPLICANT hereby certifies that the APPLICANT 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 under the law to be employed in that manner in the United States. APPLICANT understands and agrees that if, after receiving an Old Town Façade Improvement Grant, APPLICANT is convicted of a violation under 8 U.S.C. Section 1324a(f), the APPLICANT shall be required to reimburse to the TEDC the grant amount received. Payments must be paid in full within thirty (30) days after the date of written notification by the TEDC. The form of such payment shall be a cashier's check or money order, made payable to the Tomball Economic Development Corporation. The TEDC has the right to recover court costs and reasonable attorney's fees as a result of any civil action required to recover such repayment.

8. Please furnish detailed drawings, plans, specifications, color schemes, or any other available supporting documents for the proposed improvements and cost estimates as *Exhibit C*.

9. Please attach a letter describing the overall project and addressing the need for the TEDC grant funds.

10. Description of proposed improvements:

Description	Estimated Repair	Estimated Start Date	Completion Date

11. New or existing business: _____ New ___X___ Existing

LeMaster Law Firm PLLC has been in operation for 8 years.

Existing # of jobs: 6 *(If applicable)* Full-time 5 Part-time 1

New jobs (full-time): 1 New jobs (part-time): 1

13. Prior to APPLICANT'S execution of this application, APPLICANT has had this reviewed by an Attorney of the APPLICANT, or has had the opportunity to do so, and the parties hereto agree that based on the foregoing, this application for the Old Town Façade Improvement Grant Program shall not be construed in favor of one party over the other based on the drafting of this application.

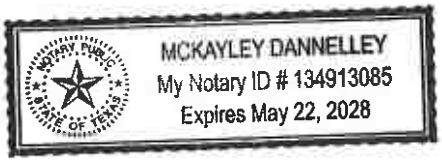
14. APPLICANT and owner/landlord indemnify, defend, and hold TEDC harmless from any liability, injury, claim, expenses, and attorney's fees arising out of a contractor, builder, or contract for performance of improvements, or repair to buildings and facilities.

15. TEDC has delivered a copy of the guidelines and criteria for an Old Town Façade Improvement Grant Program to applicant for review, and the delivery hereof does not constitute an offer of an improvement grant.

16. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of the application for the Old Town Façade Improvement Grant Program. If any provision of this application for the Old Town Façade Improvement Grant Program should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this application shall not be affected thereby.

The State of Texas
County of Harris

Before me, the undersigned authority, on this 9 day of June, 2025, personally appeared Jennifer LeMaster, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me and that they executed the same for the purposes therein expressed.



Notary Public in and for the State of Texas
My Commission Expires: 05/22/2028

The State of Texas
County of Harris

Before me, the undersigned authority, on this _____ day of _____, _____, personally appeared _____, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me and that they executed the same for the purposes therein expressed.

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

TOMBALL

ECONOMIC DEVELOPMENT CORPORATION

OLD TOWN FAÇADE IMPROVEMENT GRANT PROGRAM

Evaluation Scoring System

The Old Town Façade Improvement Grant Program (FIG) evaluation scoring system is based on the standards and criteria of the Program. Applications will be evaluated by each Committee member using this scoring system and funding of eligible improvements will be based upon a project's score and the following requirements.

- Projects must meet the applicable FIG standards and criteria, receive a score of 30 points or more, and meet all other program requirements to be considered for funding.
- Projects with a score between 46-60 will be eligible for funding up to $50,000.00.
- Projects with a score between 30-45 will be eligible for funding up to $40,000.00.

Evaluation Categories

Visibility	Points Available
Building located off of 2920 or highly visible from 2920	5
Building located on predominantly commercial streets	4
Building located on residential or minor street	3

Existing Condition	Points Available
Poor: The existing appearance and condition of the property is structurally unstable or dilapidated	5
Fair: The existing appearance and condition of the property is structurally stable but needs substantial renovations	3
Good: The existing appearance and condition of the property is in need of little to no structural or substantial renovations	1

Local Owner/Occupant	Points Available
Building is owned by a local landlord/owner and the business is locally owned and operated	5
Building is owned by an absent landlord, but the business is locally owned and operated	3
Building is owned by an absent landlord, and the business is not locally owned	1

Utilization of Local Businesses	Points Available
Applicant is using mostly local businesses to make improvements	5
Applicant is using half local businesses to make improvements	3
Applicant is using no local businesses to make improvements	1

Total Points	

LeMASTER
LAW FIRM

Jennifer LeMaster
jennifer@lemasterlawfirm.com

June 3, 2025

Tomball Economic Development Corp.
29201 Quinn Road, Suite B
Tomball, TX 77375

Re: Business Improvement Grant Program for 203 Raymond St. Project

Dear Gentle Readers:

My name is Jennifer LeMaster and I am the sole owner of LeMaster Law Firm and Raymond Street Professional Suites LLC. LeMaster Law Firm ("LLF") has been in existence since 2017.[1] About a year ago, I acquired the property at 203 Raymond Street in Tomball in February of 2024 (the "Raymond Property") with the hopes of eventually moving my primary office for LLF to Tomball.

By way of background, I grew up in the Spring area, attended Trinity Klein Lutheran School through eighth grade, attended Concordia Lutheran High School in Tomball, attended University of Houston, and, finally, attended University of Houston Law Center. My teenage daughters currently attend Concordia Lutheran High School as well. My roots run deep in the greater Houston area, and specifically, in Tomball. I very much look forward to deepening my Tomball roots by moving my law firm office to a city that has already meant so much to my life!

I opened Raymond Street Professional Suites LLC ("RSPS") in May of 2025 to hold and operate the Raymond Property.[2] LLF will be a tenant of RSPS. RSPS will also lease extra offices to other professionals in the area when construction is complete. I do not plan to market those tenants until I am closer to completion.

Because the Raymond Property has been operated as a nightly rental for some time by the prior owner and by me until May of 2025, it will need to be converted and updated to 2025 standards for an office setting. Because the Raymond Property is over 70 years old, the work required to convert the property to commercial use will be extensive. Attached are the permit and construction plans prepared by Mike Maloney, which contain photos of the Raymond Property.[3] These plans have been approved by the City of Tomball and permits were granted on June 2, 2025.

Moving my business to Tomball has been a goal of mine for many years. I would be proud to display a sign at the Raymond Property stating that I am a TEDC- BUSINESS Improvement Grant Recipient. I would also be proud of share as much as possible on social media to support TEDC and area businesses that may be similarly served.

---

1 ***See Exhibit 1***, LLF Articles of Incorporation.
2 ***See Exhibit 2***, RSPS Articles of Incorporation.
3 ***See Exhibit 3***, Permitted Plans Sets.

Finally, attached to this letter is my acknowledgement of receipt of and agree to comply with the guidelines and criteria for business improvement grant program by the TEDC and my Application for Business Improvement Grant Program.

Please do not hesitate to reach out should you need any additional information. I am hopeful of beginning this project as soon as possible. Thank you so much for your time and consideration.

Best regards,



Jennifer B. LeMaster

Main: 832.356.7983
Direct: 713.568.5381
FAX: 832.653.9360

LeMaster Law Firm
8777 W. Rayford Rd, Suite 200 PMB 303
The Woodlands, TX 77389

Web: lemasterlaw

EXHIBIT A

The legal description for the Raymond Property is below:

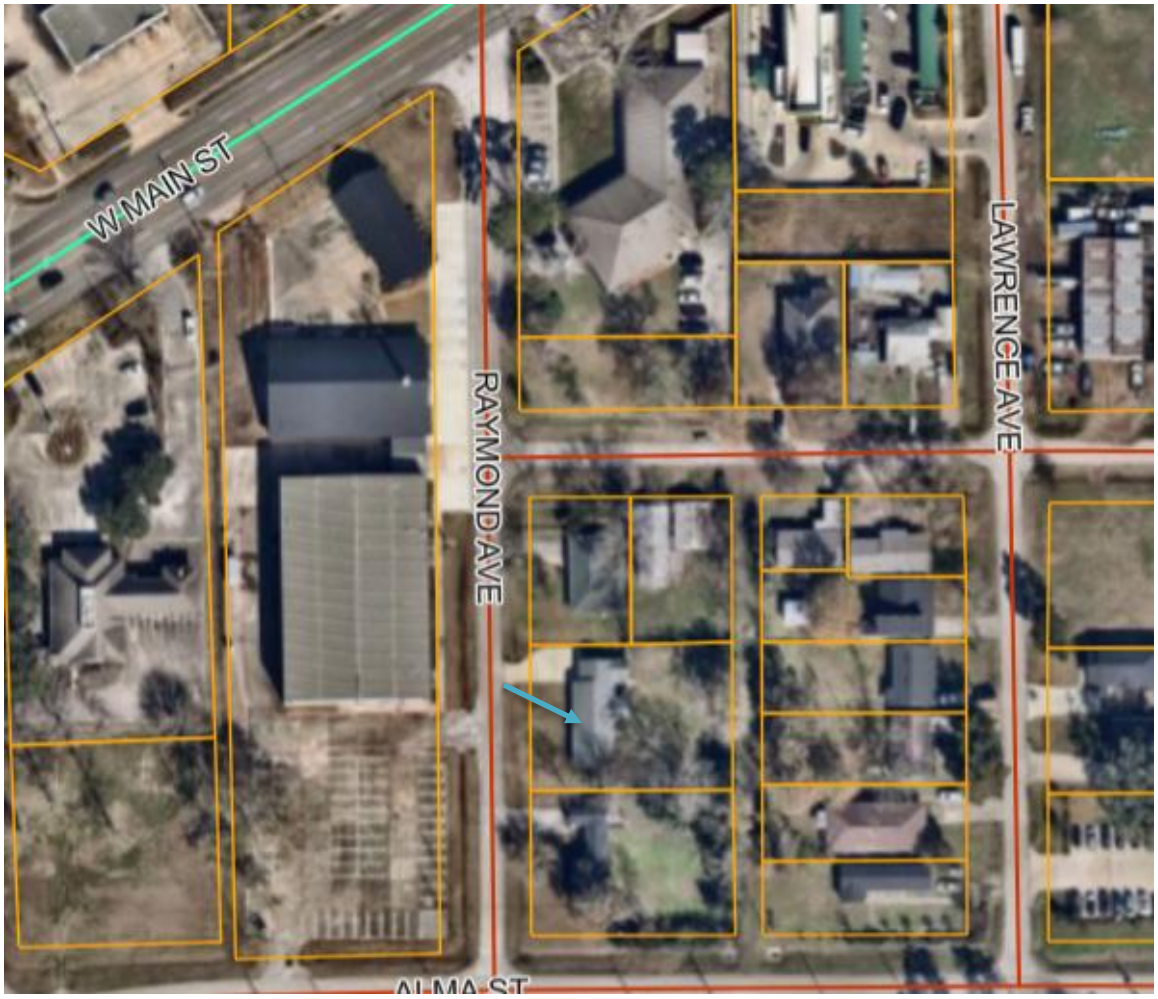
Legal Description:	**LTS 9 & 10 BLK 8 MAIN STREET - TOMBALL**
Property Address:	**203 RAYMOND ST TOMBALL TX 77375**

Main: 832.356.7983
Direct: 713.568.5381
FAX: 832.653.9360

LeMaster Law Firm
8777 W. Rayford Rd, Suite 200 PMB 303
The Woodlands, TX 77389

Web: lemasterla

EXHIBIT B



EXHIBT C

ESTIMATE

Main: 832.356.7983
Direct: 713.568.5381
FAX: 832.653.9360

LeMaster Law Firm
8777 W. Rayford Rd, Suite 200 PMB 303
The Woodlands, TX 77389

Web: lemasterlaw

EXHIBIT D

See also photos in Exhibit 3



Main: 832.356.7983
Direct: 713.568.5381
FAX: 832.653.9360

LeMaster Law Firm
8777 W. Rayford Rd, Suite 200 PMB 303
The Woodlands, TX 77389

Web: lemasterla

EXHIBIT E

Application and Acknowledgement

TOMBALL
ECONOMIC DEVELOPMENT CORP.

OLD TOWN FAÇADE IMPROVEMENT GRANT PROGRAM

Evaluation Scoring System

The Old Town Façade Improvement Grant Program (FIG) evaluation scoring system is based on the standards and criteria of the Program. Applications will be evaluated by each Committee member using this scoring system and funding of eligible improvements will be based upon a project's score and the following requirements.

- Projects must meet the applicable FIG standards and criteria, receive a score of 30 points or more, and meet all other program requirements to be considered for funding.
- Projects with a score between 46-60 will be eligible for funding up to $50,000.00.
- Projects with a score between 30-45 will be eligible for funding up to $40,000.00.

Project:
Raymond Street Professional Suites, LLC
203 Raymond Street
Tomball, Texas 77375

Total Eligible Interior Cost:
$75,779.09
Total Eligible Exterior Cost:
$51,630.39

Total Project Investment:
$191,113.98

Evaluation Categories

Visibility	Points Available
Building located off of 2920 or highly visible from 2920	5
Building located on predominantly commercial streets	4
Building located on residential or minor street	3

Existing Condition	Points Available
Poor: The existing appearance and condition of the property is structurally unstable or dilapidated	5
Fair: The existing appearance and condition of the property is structurally stable but needs substantial renovations	3
Good: The existing appearance and condition of the property is in need of little to no structural or substantial renovations	1

Impact of Improvement	Points Available (can be combined)
The project includes major/complete façade work and site redevelopment	5
The building façade is predominately brick/stone (excluding windows/doors)	5
The project includes moderate façade work and site redevelopment	4
The building includes a creative design that is an appropriate fit for the proposed location and is consistent with the downtown character	4
The building façade improvements along the alley are of the same quality as the street facing facades	4
The building preserves or restores historical features or characteristics	3
The project significantly improves the streetscape or alleyscape adjacent to the building	2

Importance to the Area	Points Available (points can be combined for mixed use project up to 15 points)
Restaurant	7
Entertainment	6
Retail – desired retail uses (determined by Committee)	6
Office	5
Primary Employment	4
Retail – general retail uses	3
Other uses	Point value determined by the Committee

Owner vs TEDC Contribution Ratio	Points Available
Greater than 7:1	5
Greater than 4:1 but less than 7:1	3
1:1 up to 4:1	1

Readiness	Points Available
Applicant has architect's renderings, quotes, proof of ownership/lease and 100% of grant checklist requirements	5
Applicant has quotes and proof of ownership/lease and 50% of grant checklist requirements	3
Applicant has quotes and only 25% of grant checklist requirements	1

Local Owner/Occupant	Points Available
Building is owned by a local landlord/owner and the business is locally owned and operated	5
Building is owned by an absent landlord, but the business is locally owned and operated	3
Building is owned by an absent landlord, and the business is not locally owned	1

Utilization of Local Businesses	Points Available
Applicant is using mostly local businesses to make improvements	5
Applicant is using half local businesses to make improvements	3
Applicant is using no local businesses to make improvements	1

Total Points	42

TOMBALL
ECONOMIC DEVELOPMENT CORP.

June 10, 2025

Jennifer LeMaster
Raymond Street Professional Suites, LLC
6906 Pennwell Dr.
Spring, Texas 77389

RE: CONDITIONAL APPROVAL - Old Town Façade Improvement Grant Program

Dear Ms. LeMaster:

Thank you for your recent application to the Old Town Facade Improvement Grant Program. We are pleased to inform you that your application for the proposed improvements at **203 Raymond Street, Tomball, Texas 77375,** has received **conditional approval** from the Business Retention & Expansion (BR&E) Review Committee.

This conditional approval is based on the preliminary review of your application materials, including your project description, cost estimates, and proposed design concept. The BR&E Committee met on June 10, 2025, to review your submittal and found that based on the Evaluation Scoring System your project received a score of **42** which is eligible for funding up to **$40,000.00.**

Conditional Approval

This letter serves as formal notice of conditional approval of the application, as submitted, based on the preliminary review conducted by the Tomball Economic Development Corporation's (BR&E) Review Committee. While we are encouraged by your project's potential and the progress made to date, please carefully review the following critical conditions:

1. **Final Approval Pending**

This conditional approval does not constitute a commitment of funds or a final decision. The project remains subject to final approval by Tomball City Council, which includes a full review of all required documentation, terms, and conditions.

2. **No Guarantee of Funding**

Funding for this project is not guaranteed until formal approval is granted by the Tomball Economic Development Corporation's Board of Directors and Tomball City Council through a resolution or other official action.

3. **Proceeding at Your Own Risk**

If you choose to begin project activities prior to receiving final approval, please understand you do so at your own risk. Neither the TEDC, City of Tomball, nor its affiliates shall be held liable for any costs, obligations, or commitments incurred in anticipation of funding.

Process for Final Approval

TOMBALL
ECONOMIC DEVELOPMENT CORP.

Your application will be presented at the next available Tomball Economic Development Corporation Board of Directors Meeting for approval. It will then proceed to the next two available Tomball City Council Meetings for final approval via two separate readings of a resolution.

Once all approvals are obtained and legal notice requirements fulfilled, TEDC staff will reach out to initiate execution of the grant agreement.

Project Work and Reimbursement Guidelines

While you may begin project work upon receipt of this letter, please note that the reimbursement of eligible expenses will only occur after full approval is secured and the grant agreement has been executed. Additionally, you must comply with all applicable City of Tomball permitting requirements, zoning regulations, building codes, and other local ordinances. Failure to do so may affect your eligibility for reimbursement.

Upon project completion, you must submit:

- Final paid invoice(s)
- Proof of payment(s)
- Digital "after" photographs of the completed improvements

Once all documentation is received and verified, TEDC will process the reimbursement and notify you when your check is ready.

Financial Summary

Description	**Your Investment**	**TEDC Grant**
Eligible Improvements	$127,409.48	$40,000.00
Total Amount Available from TEDC:		$40,000.00

We sincerely appreciate your dedication to preserving and enhancing the character of Old Town Tomball. If you have any questions or need further assistance, please do not hesitate to contact our office.

Sincerely,

Tori Gleason, PCED

Economic Development Coordinator
Tomball Economic Development Corporation

RESOLUTION NO. 2025-30-TEDC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING AND APPROVING THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION'S PROJECT TO EXPEND FUNDS IN ACCORDANCE WITH AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CORPORATION AND RAYMOND STREET PROFESSIONAL SUITES, LLC TO PROMOTE AND DEVELOP A NEW OR EXPANDED BUSINESS ENTERPRISE; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the Tomball Economic Development Corporation (the "TEDC"), created pursuant to the Development Corporation Act, now Chapter 501 of the Texas Local Government Code, as amended (the "Act"), desires to adopt projects and provide incentives for economic development within the City; and

WHEREAS, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of Forty Thousand Dollars ($40,000.00), found by the Board to be required or suitable to promote a new business development by Raymond Street Professional Suites, LLC; and

WHEREAS, pursuant to the Act, the TEDC may not undertake such project without the approval of Tomball City Council; and

WHEREAS, City Council finds and determines that such project promotes new or expanded business development and is in the best interests of the citizenry; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

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 City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Forty Thousand Dollars ($40,000.00), to Raymond Street Professional Suites, LLC, in accordance with an economic development agreement by and between the TEDC and Raymond Street Professional Suites, LLC to promote and develop a new or expanded business enterprise, to be located at 203 Raymond Street, Tomball, Texas 77375.

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 City Council of the City of Tomball, Texas, 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.

PASSED AND APPROVED on first reading this _____ day of _____, 202__.

PASSED, APPROVED, AND RESOLVED on second and final reading this _____ day of _____, 202__.

_____
Lori Klein Quinn, Mayor

ATTEST:

_____
City Secretary

Regular City Council
Agenda Item
Data Sheet

Meeting Date: July 21, 2025

Topic:

Approve, on First Reading, Resolution No. 2025-31-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Innersculpt Studio, LLC, to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 27104 TX-249, Bldg. A, Ste 400, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed $10,000.00.

Background:

On July 8, 2025, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, an economic development performance agreement with Innersculpt Studio, LLC for rental assistance for new or expanded business enterprise. The Tomball City Council has final approval authority over all programs and expenditures of the Corporation.

Origination: Tomball Economic Development Corporation Board of Directors

Recommendation: Approval of Resolution No. 2025-31-TEDC

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: X 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

TOMBALL
ECONOMIC DEVELOPMENT CORP.

TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: July 21, 2025

SUBJECT: Innersculpt Studio, LLC

ITEM TYPE: Action

The Tomball Economic Development Corporation has received a request from Brennan Cross, Owner, of Innersculpt Studio, LLC for funding assistance through the TEDC's Rental Incentive Program.

Ms. Cross plans to open a new Pilates fitness studio where residents can focus on their health and well-being. The TEDC Board of Directors did take formal action to approve an agreement with Ms. Cross at the March 4th board meeting for a previous location. Per the request letter, the initial location ultimately did not work out and she has found a new location at 27104 TX-249, Bldg. A, Ste 400, Tomball, Texas 77375. The space is approximately 1,800 square feet located in the new retail development adjacent to Costco.

The goal of the TEDC's Rental Incentive Program is to assist in the establishment of new businesses in existing vacant spaces and to stimulate commercial investment in the City of Tomball. In accordance with the Rental Incentive Program Policy, the proposed performance agreement is for 25% of the base monthly rent for the first year of operation only, not to exceed $10,000.00 per business.

The lease agreement that was submitted in conjunction with the request letter shows a five-year lease commitment with a monthly rent amount of $5,400.00 for the first 12 months. The proposed grant amount is $10,000.00, payable after the first year of operation based on landlord verification of rents paid and meeting the performance agreement criteria.

Although this project does not create primary jobs, it does promote the development and expansion of business enterprise, which is considered a permissible project as outlined in Texas Economic Development Legislation. If this project is approved, it will go to the Tomball City Council for final approval by resolution at two separate readings.

Innersculpt Studio

27104 TX-249 Bldg A Ste 400 Tomball, TX 77375

Innersculptstudio.com

June 25th 2025

Tiffiani Wooten, CEcD
Assistant Director
Tomball Economic Development Corporation

Dear Tiffani,

I am writing to express my continued gratitude for the Rental Incentive Grant awarded to Innersculpt Studio and to provide an update regarding a necessary change in our studio's location.

While the original site we intended to lease did not ultimately work out due to unforeseen circumstances, I want to reassure you that my commitment to bringing Innersculpt Studio to Tomball remains unwavering. I have identified a new location within the city that is better suited for our long-term success and aligns with the goals we originally presented in our application.

Innersculpt Studio is still set to bring a dedicated wellness space to the Tomball community offering Pilates based fitness programs that promote health, inclusivity, and empowerment. The Rental Incentive Grant continues to be a critical part of our launch plan, especially as we navigate the challenges of securing suitable space. With this support, we will invest in top-tier equipment, create local job opportunities, and deliver exceptional service from day one.

I respectfully ask for your consideration to allow us to transfer the grant to the new location so we can move forward with bringing Innersculpt Studio to life in Tomball. We are fully committed to this community and excited to begin this journey with your continued support.

Sincerely,

Brennan Cross
Owner
Innersculpt Studio

TOMBALL
ECONOMIC DEVELOPMENT CORP.

NEW BUSINESS RENTAL INCENTIVE PROGRAM

PART A –BUSINESS OWNER APPLICATION

The New Business Rental Incentive Program seeks to reduce area vacancies and facilitate the establishment of new businesses in previously underutilized areas of the City. The intent of the program is to facilitate business growth and expansion by assisting businesses in leasing space. All grant award decisions of the Tomball Economic Development Corporation (TEDC) Board of Directors are discretionary and final. Through the Program, the TEDC will provide up to 25% of the base monthly rent for the first year of operation only, not to exceed $10,000 per business.

Business Owner Applicant Information

Name of Business: Innersculpt Studio

Current Business Physical Address: 971 Rev B J Lewis Dr

City, State & Zip Houston, TX 77088

Mailing Address: 971 Rev B J Lewis Dr

City, State & Zip Houston, TX 77088

Business Phone: 281-702-0472

Business Website: Innersculptstudio.com

Business Owner Name: Brennan Cross

Applicant's Name (if different): _____

Position /Title: Owner

Phone and Email: 281-702-0472 / brennan@innersculptstudio.com

Nature of Business: Pilates Studio

NAICS Code: 713940

Legal Form of Business:

- ☐ Sole Proprietor
- ☐ Partnership Number of Partners _____
- ☐ Corporation
- ☐ Limited Liability Corp
- ☐ Other _____

Business Start/Opening Date September 2025

Days and Hours of Operation

Days Open: Mon-Sun

Hours Open: 5am-9pm

Employees

Full Time Employees (40 hours per week): 2

Part Time Employees (less than 40 hours per week): 1

Does the Business Owner Have any Relationship to the Property Owner/Landlord?

No □ Yes □ (please explain)

Moving and Space Improvement Cost and Funding Information

Investment Data

Tenant Space Improvement (finish)	$ 10,000.00
Landlord Space Improvement (finish)	$ 54,000.00
Equipment and Display	$ 25,000.00
Product Stock (for Opening)	$ 5,000.00
Marketing (First Year)	$ 5,000.00

Sources of Funding for Move/Expansion

Funds invested by owner	$ 45,000.00
Funds from other sources*	$ 10,000.00
Total estimated cost to move/expand	$ 55,000.00

* Source of Funding and Amounts Personal money and loans

New Lease Property Information

Address of space to be leased: 27104 TX-249 Bldg A Ste 400 Tomball, TX 77375

Total amount of square feet to be leased and occupied: 1800

Term of lease (minimum 3 years): 5 years

Gross rental rate $5400.00 per month $36.00 per s.f.

Additional lease terms and other monthly charges: $9.85/sqft for taxes, insurance and CAM

Indicate any rate increases: 3% annual

FINANCIAL NEED DEMONSTRATION: Acceptance into the Rental Incentive Program requires an acceptable explanation of financial need. Use the lines below to explain why and how the rent subsidy is an important factor in opening your business.

Opening Innersculpt Studio represents a significant investment and commitment to serving the Tomball community with a high quality, wellness focused Pilates experience. As a small business owner, managing start up costs requires careful financial planning. The Rental Incentive Grant plays a critical role in helping offset one of our largest fixed expenses, monthly rent. This subsidy directly supports our ability to open the studio with high quality instructors and professional grade equipment.

Due to unforseen circumstances with our inital location, we had to pivot and secure a new space with Tomball that better aligns with our opersational needs and long-term growth plans. This transistion had added unexpected relocation and planning costs, making the rental assistance even more essential to staying on track for a successful opening.

Receiving this grant will allow us to maintain financial stability, invest more deeply in the studio enviornment and bring meaningful health and wellness opportunities to the Tomball community.

Explain how your business will benefit and enhance the area in which you are locating and how your business will complement other businesses within the area:

Innersculpt Studio will bring a unique and valunable wellness offering to the Tomball area by providing high qaulity Pilates classes in a supporitive, inclusive environment. Our focus on health, movement and community aligns perfectly with the needs of the growing local population, especailly as more residents seek accessible, lifestyle focused fitness options close to home.

The studio will enhance the surronding area by increasing foot traffic and attracting health conscious individuals who are likley to frequent nearby coffee shops, juice bars and other local service providers before or after class. We plan to actively partner with other small businesses in the area for cross promotions and wellness events to help strengthen the local business network.

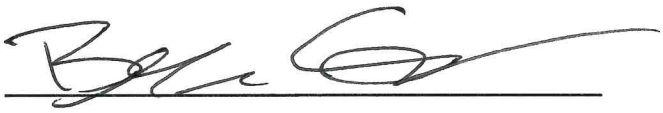
Certification

By signing below, the Business Owner of record (applicant) understands and agrees to the following:

1. All information contained in this application, the attached exhibits and other materials submitted in connection with this application are true and accurate to the best of the business owner's knowledge. Business owner understands and agrees that false or untruthful information may be grounds for the TEDC to stop processing this application or to withdraw any approval previously obtained based in whole or in part on such false or untruthful statements.
2. The TEDC is under no obligation to approve the request contained in the application. No promises of approval are conveyed with the acceptance of this application.
3. All tax obligations to the City of Tomball are current.
4. The business is currently in good standing with the City, and has no pending municipal code violations.
5. The business is not currently occupying the space with or without a lease in place.
6. The APPLICANT hereby certifies that the APPLICANT 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 under the law to be employed in that manner in the United States. APPLICANT understands and agrees that if, after receiving a Grant, APPLICANT is convicted of a violation under 8 U.S.C. Section 1324a(f), the APPLICANT shall be required to reimburse to the TEDC the grant amount received. Payments must be paid in full within thirty (30) days after the date of written notification by the TEDC. The form of such payment shall be a cashier's check or money order, made payable to the Tomball Economic Development Corporation. The TEDC has the right to recover court costs and reasonable attorney's fees as a result of any civil action required to recover such repayment.

Brennan Cross

Printed Name of Principal Owner



Signature

6/25/2025

Date

Please submit the completed application along with a copy of the Proposed Lease Agreement to:

Kelly Violette

Tomball Economic Development Corporation

29201 Quinn Road, Suite B

Tomball, TX 77375

For further questions about the Program, please contact Kelly Violette, Executive Director, at 281.401.4086 or kviolette@tomballtxedc.org.

TOMBALL
ECONOMIC DEVELOPMENT CORP.

NEW BUSINESS RENTAL INCENTIVE PROGRAM

PART B – PROPERTY OWNER/LANDLORD APPLICATION

Complete all items carefully and accurately to the best of your knowledge and return with a copy of Proof of Ownership to:

Kelly Violette
Tomball Economic Development Corporation
29201 Quinn Road, Suite B
Tomball, TX 77375

Property Address: 27104 SH 249 Business, Tomball, TX 77375

Property Owner of Record: Dirt Yard Outpost 4, LLC
Mailing Address: 5373 W Alabma St Ste 455
City, State & Zip Houston, TX 77056
Phone: 832-463-7952 Email: michael.johnston@conchodevelopment.com
Name(s) of Authorized Signatories: Michael Johnston; Robert Piper

Name of Management Company: Self-managed (See above contact information)
Name of Representative/Contact Person: _____
Management Company Address: _____
City, State & Zip _____
Phone: _____ Email: _____

Name of proposed business at site:

InnerSculpt

Name of business owner:

Brennan Cross

DOES THE BUSINESS OWNER OR THE BUSINESS HAVE ANY RELATIONSHIP TO THE PROPERTY OWNER/LANDLORD? NO ■ YES □ Please explain

_____

_____

_____

SITE & LEASE INFORMATION

Total amount of square feet to be leased and occupied by business: 1,800

Term of lease: 5 years

Gross rental rate $ 5,400.00 per month $ 36.00 per s.f.

Additional lease terms and other monthly charges: Additional Rent - $9.85/sqft for taxes, insurance and CAM.

Indicate any rate increases: 3% annual

Is the subject space currently vacant? Yes ■ No □

If yes, how long has the space been vacant? 1 months

Name of previous tenant: none - brand new contsruction

Previous Rental Rate: $ N/A Per Month $ N/A Per Square Foot

CERTIFICATIONS

Are all real estate and personal property taxes due the City of Tomball paid in full?

Subject Property: YES ■ NO □ (Please explain on supplemental sheet)

Other Properties: YES ■ NO □ N/A □

Are all City of Tomball water and sewer bills due paid in full?

Subject Property: YES ■ NO □ (Please explain on supplemental sheet)

Other Properties: YES ■ NO □ N/A □

Have you been cited for any existing zoning, building or property maintenance code violations that remain uncorrected?

Subject Property: YES □ NO ■ (Please explain on supplemental sheet)

Other Properties: YES □ NO ■ N/A □

Are you involved in any litigation with the City of Tomball?

□ YES (Please explain on supplemental sheet)

■ NO

By signing below, the Landlord/Property Owner of record understands and agrees to the following:

1. All information contained in this application, the attached exhibits and other materials submitted in connection with this application are true and accurate to the best of the land owner's knowledge. Land-owner understands and agrees that false or untruthful information may be grounds for the TEDC to stop processing this application or to withdraw any approval previously obtained based in whole or in part on such false or untruthful statements.
2. The TEDC is under no obligation to approve the request contained in the application. No promises of approval are conveyed with the acceptance of this application.
3. All tax obligations to the City of Tomball are current.
4. The property is currently in good standing with the City, and has no pending municipal code violations.
5. The business is not currently occupying the space with or without a lease in place.

Robert Piper

Printed Name of Property Owner/Landlord



Signature

June 23, 2025

Date

LEASE AGREEMENT

By and Between

DIRT YARD OUTPOST 4, LLC
"Landlord"

And

Innersculpt Studio LLC
"Tenant"

Gateway Plaza Tomball
27104 State Hwy 249, Tomball, TX 77375

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ARTICLE I. Summary of Key Lease Agreement Terms

i	**Location:**	27104 State Hwy 249, Tomball, TX 77375 Bldg A Ste 400 (See Section 2.01)	ii	**Size of Leased Premises:**	1,800 square feet of Net Rentable Area (See Section 2.01)
iii	**Delivery Date:**	Same as the ***Effective Date***: **Approx. July 1, 2025** (See Section 2.01, ARTICLE III, & Exhibit C)	iv	**Construction Period (Tenant):**	**120 (one hundred twenty)** calendar days (See Section 2.01, ARTICLE III, & Exhibit C)
v	**Commencement Date:**	Approx. Date of **October 29, 2025** (See Section 2.01)	vi	**Termination Date:**	Approx. Date of **February 28, 2031** (See Section 2.01 & ARTICLE VI)

vii **Base Rent, Primary & Extension Terms:**

Primary Term: 62 (sixty-two) Full Calendar Months (See Section 2.01, ARTICLE VI, and ARTICLE VII):

Lease Months:	***Base Rent* per month:**	***Base Rent* $ psf/yr**
Partial month (if necessary):		$ 36.00
1 thru 2:	$ 0.00	$ 0.00
3 thru 14:	$ 5,400.00	$36.00
15 thru 26:	$ 5,562.00	$37.08
27 thru 38:	$ 5,278.86	$ 38.19
39 thru 50:	$ 5,900.73	$ 39.34
51 thru 62:	$ 6,077.75	$ 40.52

Extension Option Term(s): 0 (zero) additional concurrent terms(s) of 0 (zero) months (See Section 6.03):
NONE

viii	**Security Deposit:**	None (See Section 2.01)	ix	**Prepaid Rent:**	1st (first) and last months' ***Base Rent***; $11,477.75 (See Section 2.01)
x	**Additional Rent:**	Starting ***Additional Rent***: $1,477.50 /mo.; $9.85 psf/yr (See ARTICLE VIII)	xi	**Tenant's Share:**	10.2215% (See ARTICLE VIII)

xii	**Use:**	Pilates (See Section 2.01 & ARTICLE IV)
xiii	**Guarantor:**	**Brennan Layne Cross, jointly and severally liable with Lori Dee Brazzil-Cross**, (See Section 23.21)
xiv	**Signage:**	Tenant must provide and install: (i) Building fascia sign above storefront to be attached to the ***Building*** (design approved by Landlord within 30 (thirty) calendar days of ***Effective Date*** of this ***Lease***; and (ii) A sign to be inserted into Landlord's provide ***Pylon Sign*** at front of ***Neighborhood Center*** in conformance with ***Pylon Sign*** design. Signs to be installed **within 120 (one hundred twenty)** calendar **days of *Effective Date* of *Lease***. (See ARTICLE IX)
xv	**Allowance:**	$54,000.00; $30.00 /sqft (See Section 3.09 & Exhibit C)

xvi	**Landlord's Address:**	DIRT YARD OUTPOST 4, LLC 5373 W Alabama St Ste 455 Houston, TX 77056 Michael Johnston (832) 463-7952 michael.johnston@conchodevelopment.com Robert Piper (832) 309-8775 robert.piper@conchodevelopment.com (See Section 2.01)	xvii	**Tenant's Address:**	Innersculpt Studio LLC 971 Reverend B J Lewis Dr Houston TX 77088 Brennan Cross (281) 702-0472 Brennan.cross@ymail.com Lori Cross (281) 703-7093 Loricalbum@aol.com (See Section 2.01)

xviii **First Amount due:** **Date: On or before XXXXXXX XX, 20XX; the amount of $XX,XXX.00 shall be due** for: partial month Base & Additional Rent for xx calendar days, 1st (first) full month Additional Rent, and 2nd (second) month's Base & Additional Rent. (*This will be updated (along with correct dates) once Lease document is finalized and before it is sent out via DocuSign for signature*)

LEASE AGREEMENT

This ***Lease Agreement*** is entered into on this day of _____ (‘***Effective Date***’) by and between **Dirt Yard Outpost 4, LLC** (“**Landlord**”) and **Innersculpt Studio LLC** (“**Tenant**”) hereinafter referred to individually as ‘***Party***’ or collectively ‘***Parties***’.

ARTICLE II. Definitions and Lease Terms

Section 2.01 When used herein, the following bolded, italicized, words, phrases, and terms shall have the indicated meanings set forth in this Section 2.01 (or where indicated in the ***Lease Agreement***):

‘***Effective Date***’ means the date when both Landlord h and Tenant have executed this ***Lease***, which execution shall be when the last ***Party*** has executed this Lease by filling out and signing ARTICLE XXIV and all other required initials and signatures throughout the entirety of this ***Lease Agreement***.

‘***Interchangeable Terms***’**.** For purposes of all provisions within this ***Lease Agreement*** and all attachments hereto, the terms ‘***Lease Agreement***’ and ‘***Lease***’ shall have the same meanings and shall be interchangeable.

‘***Neighborhood Center***’ and ‘***Building***’**.** For purposes of all provisions within this ***Lease Agreement*** and all attachments hereto, the terms ***Neighborhood Center*** and ***Building*** shall be interchangeable and shall have the same meaning, which is the ***Neighborhood Center*** located at 27104 State Hwy 249, Tomball, TX 77375, as more properly described and depicted in Exhibit B to this ***Lease***, known as ‘**Gateway Plaza Tomball**’.

‘***Security Deposit***’ means an advance of money, other than an advance payment of ***Rent***, to cover damages and unpaid ***Rent*** and other ***Indebtedness***, by Tenant to Landlord and shall be in the amount of: $0.00 (zero and no/100 dollars) (*none*).

‘***Leased Premises***’ means the location at **27104 State Hwy 249, Tomball, TX 77375 Bldg A Ste 400**, further defined and described in Section 3.01 and as depicted in Exhibit A. to this ***Lease Agreement*** and CONTAINING APPROX. 1,800 of ***Rentable Square Feet***. ‘***Rentable Square Feet***’ shall have the meaning set forth in Section 3.01.

‘***Landlord Address***’ means the physical address of Landlord as described hereof and in addition, also means both the mobile phone number (‘***Cell***’) and electronic mail address (‘***Email***’) of each associated person(s) of Landlord (‘***Landlord Person of Contact***’) listed hereof:		‘***Tenant Address***’ means the physical address of Landlord as described hereof and in addition, also means both the mobile phone number (‘***Cell***’) and electronic mail address (‘***Email***’) of each associated person(s) of Landlord (‘***Tenant Person of Contact***’) listed hereof:	
Physical Address:	5373 W Alabama St Ste 455 Houston, TX 77056	Physical Address:	971 Reverend B J Lewis Dr Houston TX 77088
Person of Contact:	Michael Johnston	Person of Contact:	Brennan Cross
Cell:	(832) 463-7952	Cell:	(281) 702-0472
Email:	michael.johnston@conchodevelopment.com	Email:	brennan.cross@ymail.com
Person of Contact:	Robert Piper	Person of Contact:	Lori Cross
Cell:	(832) 309-8775	Cell:	(281) 703-7093
Email:	robert.piper@conchodevelopment.com	Email:	loricalbum@aol.com
‘***Landlord Person of Contact***’ means the specific individual(s) listed hereinabove who is designated to manage communication and correspondence. This individual serves as the point of contact for all matters related to the Landlord’s ***Obligations***, dealings, and all provisions of this ***Lease***.		‘***Tenant Person of Contact***’ means the specific individual(s) listed hereinabove who is designated to manage communication and correspondence. This individual serves as the point of contact for all matters related to the Tenant’s ***Obligations***, dealings, and all provisions of this ***Lease***.	

‘***Notice***’ means any demand, request, approval, consent, or notice that shall be given to either ***Party*** by the other per all provisions of this ***Lease***, and the ***Notice*** must be in document form, signed and executed by sending ***Party***, as an attachment via electric correspondence by: (i) reading from or entering data into ***Cell*** via short message service texting (‘***Text***’); or (ii) via ***Email***. Either ***Party*** may choose to send such ***Notice*** to reciprocal ***Party***’s physical address, but only in addition to ***Notice*** as hereof defined. Both ***Parties*** hereof agree that each ***Notice*** will be deemed to have been received or given at the time of delivery indicated by the cell phone records, call detail records, or ***Email*** electronic records of the ***Party*** performing the sending or transmitting of ***Notice***. Landlord may, at any time, change its ***Landlord Address***, ***Landlord Person of Contact***, ***Cell***, or ***Email***, and Tenant may, at any time, change its ***Tenant Address***, ***Tenant Person of Contact***, ***Cell***, or ***Email***, but if such change will take place, then upon such change either ***Party*** shall inform the other within 3 (three) business days by ***Text***, ***Email***, phone call to reciprocal ***Party***’s ***Cell***, or by letter to the reciprocal ***Party***’s physical address if ***Cell***, ***Email*** or physical address herein ARTICLE I of the ***Lease Agreement*** will going to be changed, is changed, lost, or is otherwise not going to be able to be received by reciprocal ***Party*** for a period of more than 3 (three) business days. In any event, it is the legal responsibility of the Landlord to ensure Tenant is informed of any change to ***Landlord Address***, ***Landlord Person of Contact***, ***Cell***, or ***Email*** on or before 3 (three) business days from the day any such change happens, and it is the legal responsibility of the Tenant to ensure Landlord is informed of any change to ***Tenant Address***, ***Tenant Person of Contact***, ***Cell***, or ***Email*** on or before 3 (three) business days from the day any such change happens.

‘***Obligations***’ shall mean all duties and responsibilities to perform a specific action or regarding from a specific action including, without limitation, the following: (i) Contractual Obligations of this ***Lease***; (ii) Statutory Obligations imposed by laws, rules, or regulations from Landlord or any governing authority; (iii) All Financial Obligations and responsibilities, including, without limitation ***Rent Payment*** and ***Rent***; or (iv) any other duty or responsibility that require(s) the performance of either ***Party*** per all provisions of this ***Lease Agreement***.

'*Tenant Obligations*' means the ***Obligations*** of the Tenant pertaining to all matters and provisions herein this ***Lease***.

'*Tenant's Work*' shall have the meaning(s) set forth in Section 3.05 and as more particularly described and defined in Exhibit C.

'*T.I. Allowance*' shall have the meaning set forth in Section 3.09 and Exhibit C.

'*Permitted Use*' shall have the meanings set forth in Section 4.01.

'*Rules and Regulations*' shall have the meaning set forth in Section 4.03 and Exhibit E.

'*Bar*' means, as it pertains to this ***Lease*** shall mean any establishment, business, activity, or entity that is required to have a Mixed Beverage (MB) Permit as defined by the Texas Alcoholic Beverage Commission and derives 50% (fifty percent) or more of its gross sales from alcohol that is sold, given away, or consumed upon, from, or about the ***Leased Premises***.

'*Common Area*' and **'*Common Area Maintenance Costs*'** shall have the meanings set forth in ARTICLE V.

'*Delivery Date*' shall mean the date the ***Leased Premises*** is delivered to Tenant as more particularly defined and described in Exhibit C and for this ***Lease*** shall be the same date as the ***Effective Date***. For purposes of all provisions within this ***Lease Agreement*** and all attachments hereto, the term ***Delivery Date*** shall have the same meaning as the term ***Effective Date***.

'*Force Majeure*' as used herein, shall mean following: Except as otherwise expressly excluded in this ***Lease***, in the event that either ***Party*** shall be delayed or hindered in or prevented from the performance of any act required hereunder (other than the payment of any ***Rent*** or other monetary sums due hereunder) by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of terrorism, shortage of labor, materials or equipment, inclement weather, delays in obtaining insurance or condemnation proceeds, acts of God, lockdowns of businesses if, and only if, imposed by the State of Texas, or other reason of like nature beyond such ***Party***'s reasonable control (but excluding any delays in obtaining permits or licenses from any governmental entity), such ***Party*** shall be excused for the period of such delay and the period for the performance of any such act shall be correspondingly extended for the period of such delay; provided, however, this meaning shall not extend the ***Due Date***s of and/or excuse the payment of any ***Rent*** and other sums due by Tenant under this ***Lease***.

'*Construction Period*' shall mean the 120 (one hundred twenty) calendar day period commencing on the ***Delivery Date*** and ending on the 120th (one hundred twentieth) full calendar day after the ***Delivery Date***, subject to ***Force Majeure*** and as more particularly defined and described in Section 3.07 and in Exhibit C.

'*Primary Term*' and **'*Extension Option Term(s)*'** shall have the meanings set forth in ARTICLE VI.

'*Prepaid Rent*' means the following: Within two (2) business days of the ***Effective Date*** of this ***Lease***, Tenant shall also deposit with Landlord an amount equal to **$11,477.75** (Eleven thousand four hundred seventy-seven and 75/100 dollars) to be applied to the 1st (first) and last months' ***Base Rent***.

'*Opening Date*' shall mean the date on which the Tenant opens its door(s) for business to the public and/or starts operating at the ***Leased Premises*** and shall be a date that is on or before the expiration of the ***Construction Period***.

'*Commencement Date*' means the contractual date on which ***Tenant Obligations*** to pay ***Rent***, in addition to all other applicable ***Tenant Obligations*** per the provisions of this ***Lease***, shall commence and is the earlier of: (i) the expiration of the ***Construction Period***; or (ii) the ***Opening Date***; or (iii) March 1, 2026. Landlord and Tenant agree to execute a Confirmation of ***Commencement Date*** in substantially the form attached hereto as Exhibit F (the ***Acceptance Letter***) on the ***Effective Date***, which for this ***Lease*** is the same date as the ***Delivery Date***.

'*Term*' and '*Lease Term*'. For purposes of all provisions within this ***Lease Agreement*** and all attachments hereto, the terms ***Term*** and ***Lease Term*** shall mean both the ***Primary Term*** and (if Tenant's option therefore is effectively exercised in accordance with the provisions of ARTICLE VI) also the herein stated ***Extension Option Term(s)*** per Section 6.03 unless such interpretation is expressly negated).

'*Termination Date*' shall have the meaning set forth in ARTICLE VI.

'*Prevailing Market Rate*' shall have the meaning set forth in Section 6.04.

'***Base Rent***' means the fixed amount of money due to Landlord from Tenant in exchange for the right to occupy the ***Leased Premises*** per all the provisions of the ***Lease*** and in the hereby amounts:

Primary Term			***Extension Option Term(s)***		
Lease Months:	***Monthly Base Rent:***	***Base Rent $psf/yr:***	***Lease Months:***	***Monthly Base Rent:***	***Base Rent $psf/yr:***
Partial month (Pro-Rata) (If necessary):		$ 36.00	***NONE***		
01 thru 02 :	$ 0.00	$ 0.00			
03 thru 14 :	$ 5,400.00	$ 36.00			
15 thru 26 :	$ 5,562.00	$ 37.08			
27 thru 38 :	$ 5,728.86	$ 38.19			
39 thru 50 :	$ 5,900.73	$ 39.34			
51 thru 62 :	$ 6,077.75	$ 40.52			

'***Free Month(s)***' means the 2 (two) first full calendar month(s) immediately following the ***Commencement Date*** at $0.00 (zero and no/dollars) ***Base Rent***, and as further defined in ARTICLE VI. This does not apply to ***Additional Rent***, and the ***Additional Rent*** for the partial month and each full ***Free Month(s)*** after the ***Commencement Date*** shall be due as defined in ARTICLE VI and ARTICLE VII.

'***Rent Payment***' shall have the meaning set forth in Section 7.01A.

'***Additional Rent***' shall have the meaning set forth in Section 8.01 and '***Rent***' means the ***Base Rent***, ***Additional Rent*** and all other charges from time to time due from Tenant under this ***Lease***.

'***Tenant's Share***' shall have the meaning set forth in Section 8.05.

'***Pylon Sign***' means the sign erected by the Landlord for the purposed of visibility for Tenant to provide signage as more particularly defined and described in ARTICLE IX, Exhibit C, and Exhibit E.

'***Indebtedness***' shall mean, collectively, any and all ***Rent***, including ***Base Rent***, ***Additional Rent*** and all other sums which may be payable by the Tenant as under all provisions and terms of this ***Lease Agreement***.

'***Electronic Signatures***' means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record as more particularly defined and described in Section 23.20.

'***Guarantor***' and '***Guaranty***' shall have the meanings set forth in Section 23.21.

'***Required Additional Insureds***' shall mean all parties associated with Landlord that shall be additionally insured on Tenant's Certificate of Insurance as more particularly defined and described in Exhibit D.

'***Core & Shell Building***' shall mean and refer to: (i) structural elements of the ***Building***, including the roof, foundation and exterior walls; (ii) the exterior, shell sheathing of the ***Building*** (Weatherproofing, storefront glass, and other common exterior wall features, as applicable to maintaining the integrity of interior of ***Building*** (but excludes insulation); (iii) the common base of the ***Building***'s utility, electrical and plumbing systems, including any elements thereof located within the ***Leased Premises***; (iv) the exterior parking, dumpster, and sidewalk areas; (v) the exterior site lighting and exterior ***Building*** lighting; and (vi) specifically excludes any work related to ***Tenant's Work*** or improvements constructed by or for Tenant or other tenants or installed within the ***Leased Premises*** or within any other tenant's leased premises.

Section 2.02 Bolded, italicized, words, phrases, and terms not defined in Section 2.01 above shall have the indicated meanings set forth and given to them in the ***Lease Agreement*** and/or ***Exhibits***.

Section 2.03 Incorporation of Exhibits. All Exhibits attached to and reference in this ***Lease Agreement*** including, without limitation, those listed in the Table of Contents of this ***Lease Agreement***) are hereby incorporated by reference and made an integral part of this ***Lease Agreement***, as if fully set forth herein (herein referred to, collectively, as the '***Exhibits***'):

Section 2.04 Not an Offer, Reservation, or Option. The submission of this ***Lease Agreement*** for examination by Tenant and/or execution thereof by Tenant does not constitute an offer or a reservation of or option for the ***Leased Premises*** and this ***Lease Agreement*** shall become effective only upon execution by all ***Parties*** hereto and delivery of fully executed ***Lease Agreement*** to all ***Parties*** hereto.

ARTICLE III. Leased Premises and Delivery of Leased Premises

Section 3.01 Leased Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the ***Leased Premises*** as situated in the location identified as the ***Leased Premises*** on Exhibit A, attached hereto and made a part hereof for all purposes. The ***Rentable Square Feet*** shall mean 1,800 square feet of the floor area of the ***Building*** of the ***Leased Premises*** and shall be measured from the exterior face of all exterior walls and the center of all partition walls, which separate the ***Leased Premises*** from any interior area. Walls separating the ***Leased Premises*** from a mall and/or corridor shall be deemed to be exterior walls of the ***Leased Premises***. AutoCAD (or similar) files can be provided by Landlord, but only upon the execution by the Tenant and the Tenant's full compliance with the execution of Exhibit I. Under no circumstances does the Landlord verify these dimensions and will not be held accountable for Tenant's design based on anything other than field verification by Tenant and their respective architects, engineers, and/or contractors.

Section 3.02 **Rentable Square Feet Dispute**. Notwithstanding the foregoing, upon delivery of the ***Leased Premises*** to Tenant before construction of ***Tenant's Work***, Landlord and/or Tenant may re-measure the ***Leased Premises***. Both ***Parties*** hereby agree that in the event of a dispute regarding the amount of ***Rentable Square Feet***, the ***Parties*** shall jointly select an Independent Architect to measure the floor area square footage in the same manner as set forth in Section 3.01, and if and only if the difference between the ***Rentable Square Feet*** herein agreed to by both ***Parties*** per Section 3.01 this ***Lease*** and the amount decided by such Independent Architect is equal to or greater than 3% (three percent), then the ***Rentable Square Feet*** shall be adjusted accordingly and the decision of such Independent Architect shall be final, binding , and conclusive, and if the aforementioned difference is less than 3% (three percent), then the ***Rentable Square Feet*** shall remain as the amount stated in all provisions, parts, Exhibits, and otherwise of this ***Lease Agreement***. The Independent Architect's fee shall be shared equally by the ***Parties***. In the event the square footage is adjusted, the ***Base Rent*** and other ***Additional Rent*** based on the ***Rentable Square Feet*** shall also be adjusted accordingly.

Section 3.03 Landlord reserves the right to place pipes, wires and lines serving other areas of the ***Building*** under or over the ***Leased Premises***, provided such right is exercised in a manner which does not unreasonably interfere with Tenant's business.

Section 3.04 **Acceptance of Leased Premises**. Upon the ***Delivery Date***, and provided that Landlord has completed the ***Landlord's Work***, and Tenant has had the opportunity to inspect the ***Leased Premises***, Tenant shall accept the ***Leased Premises*** in its then **"AS-IS," "WHERE-IS" WITH ALL FAULTS AND DEFECTS** current condition, subject to latent defects, and agrees that, except as specifically provided to the contrary in this ***Lease***, Landlord shall have no ***Obligations*** to perform any other work or improvements in or about the ***Leased Premises***. Tenant acknowledges and agrees that, except as otherwise expressly set forth in this ***Lease***, Landlord does not make any representations or warranties, expressed or implied, whatsoever, that the ***Leased Premises***, ***Common Area***, and ***Neighborhood Center*** are habitable, fit or suitable for Tenant's use or any other particular purpose and that Tenant is responsible for installing and maintaining any and all mechanical, electrical, plumbing, and/or all other systems and required construction (not specifically contained in the ***Landlord's Work***) required by the Tenant as provided in Exhibit C.

Section 3.05 **Tenant's Work**. Except as otherwise set forth on Exhibit C, all work in or upon the ***Leased Premises*** is to be performed by Tenant at Tenant's sole cost and expense (such work being hereinafter called "***Tenant's Work***"). ***Tenant's Work*** shall include, but not be limited to, those items listed in Exhibit C. ***Tenant's Work*** shall be completed in accordance with all provisions and terms of this ***Lease*** and any and all requirements of all applicable building and governing codes and regulations.

Section 3.06 **Simultaneous Construction**. The Tenant, at any time prior to the ***Delivery Date***, shall have the right to enter the ***Leased Premises*** for the purpose of taking measurements and install fixtures, equipment or other permanent improvements, provided that said installations do not unreasonably interfere with any prior tenancy or, if applicable, Landlord's completion of the ***Landlord's Work*** of the ***Leased Premises***. Any entry by Tenant for purposes of measurement or installation shall not be deemed acceptance of the ***Leased Premises*** by Tenant. In the event Landlord performs any work in the ***Building*** and ***Tenant's Work*** must progress simultaneously, Landlord shall not be liable for any injury to person or damage to property of Tenant, or of Tenant's employees, licensees, agents, contractors, subcontractors, suppliers or invitees from any cause whatsoever occurring upon or about the ***Leased Premises*** or the ***Neighborhood Center***, and Tenant shall indemnify and hold Landlord harmless from any and all liability and claims arising out of or connected with any such injury or damage unless such liability is the result of the gross negligence or willful misconduct of Landlord's contractors or subcontractors.

Section 3.07 **Construction Period**. The ***Construction Period*** shall include all time necessary from the ***Delivery Date*** for the Tenant to perform the following ***Tenant Obligations***, without limitation: (i) Performance adhering to all of the items necessary regarding plans, permits, and all items listed in per Exhibit C Section I; (ii) the ***Tenant's Work*** as more particularly described and defined in Exhibit C Section IV; and (iii) any and all other provisions of this ***Lease Agreement*** Tenant must complete prior to Tenant's ***Opening Date*** for business in the ***Leased Premises***. As defined in Section 2.01, the Tenant shall have 120 (one hundred twenty) calendar days of the ***Construction Period*** in order to complete all of its ***Tenant Obligations*** per this ***Lease Agreement***. Notwithstanding anything to the contrary in this ***Lease Agreement***, in no event will Tenant have more than 240 (two hundred forty) calendar days after the ***Delivery Date*** in order to open its door(s) for business (the ***Opening Date***), and if the ***Opening Date*** does not transpire on or before the 240 (two hundred forty) calendar day period after the ***Delivery Date*** (herein referred to as "***Late Opening Event***"), Tenant hereof agrees that Landlord may, at its option and its sole discretion, in addition to all other rights and remedies given hereunder or by law or equity, do any one or more of the following: (i) Constitute such ***Late Opening Event*** as a ***Tenant Event of Default*** and enforce all provisions of ARTICLE XX of this ***Lease Agreement***; or (ii) Allow Tenant to continue all steps necessary to reasonably achieve an ***Opening Date***, which Landlord may do if, and only if all the following occur: (a) Tenant, via ***Notice*** within 5 (five) business days of the date of such ***Late Opening Event***, informs and proves to the Landlord that Tenant has sufficient funds to complete construction and with reasonable efforts, achieve its ***Opening Date*** within 90 (ninety) calendar days from the occurrence date of such ***Late Opening Event***; (b) Tenant delivers, via ***Notice*** within 5 (five) business days of such ***Late Opening Event***, a schedule of the events needing to take place in order for Tenant, with reasonable effort, achieve its ***Opening Date***, and Landlord approves of such said schedule in writing within 2 (two) business days of Tenant's delivery of schedule, via ***Notice***, which shall not be unreasonably withheld, conditioned or delayed; (c) ***Commencement Date*** and ***Lease Term*** do not change, and Tenant starts and/or continues to pay ***Rent*** and all other sums, amounts, and/or monies due per all provisions of this entire ***Lease Agreement*** in addition to performing all other ***Tenant Obligations*** per all terms and provisions herein this ***Lease Agreement*** in their entirety; and (d) Tenant hereby agrees that if Tenant still has not achieved its ***Opening Date*** 90 (ninety) calendar days after the occurrence date of such ***Late Opening Event***, then Landlord shall, in addition to all of the foregoing terms of this Section 3.07, do the following: (i.) Constitute the extended ***Late Opening Event*** as a ***Tenant Event of Default*** and enforce all provisions of ARTICLE XX; or (ii.) For each and every calendar day starting from, and including, the 91st (ninety-first) calendar day subsequent to the occurrence date of such ***Late Opening Event***, deduct $0.01 (zero and 1/100 dollars or one cent) per ***Rentable Square Feet*** of the ***Leased Premises*** from the ***T.I. Allowance*** until, but not including, the ***Opening Date***.

Section 3.08 **Insurance during Construction**. Tenant agrees, at its sole cost and expense, to obtain and maintain (or cause to be obtained and maintained) public liability and property damage insurance and worker's compensation insurance adequate to fully protect Landlord, as well as Tenant, from and against any and all liability for death of or injury to person or damage to property caused in or about or by reason of the construction of ***Tenant's Work***. The insurance shall be in the coverages and amounts as set forth in Exhibit D.

Section 3.09 **Tenant Improvement Allowance**. As a part of the consideration for the ***Rent*** to be paid by Tenant to Landlord hereunder, Landlord agrees to furnish Tenant with a ***T.I. Allowance*** of $54,000.00 ((Fifty-four thousand and no/100 dollars)) equal to $30.00 per square foot of ***Rentable Square Feet*** of the ***Leased Premises*** to defray a portion of the costs of ***Tenant's Work*** (the '***T.I. Allowance***'), further defined in Exhibit C. The ***T.I. Allowance*** shall be funded by Landlord and applied by Tenant to the cost of ***Tenant's Work*** in the manner set forth in and in accordance with Exhibit C and shall only be funded upon execution of Exhibit H by both ***Parties***. Tenant hereby represents and warrants to Landlord that the ***T.I. Allowance*** shall be used exclusively for permanent improvements (excluding Tenant's soft costs such as architectural, design and engineering fees, inventory, merchandise, moveable trade fixtures, furnishing, equipment, signage and other personal property) to the ***Leased Premises*** which shall become the property of Landlord immediately upon the installation thereof and which shall not be removed from the ***Leased Premises*** by Tenant upon the expiration or earlier termination of this ***Lease***, unless requested to be removed by Landlord prior to the installation thereof.

ARTICLE IV. Use and Occupancy

Section 4.01 **Permitted Use**. The ***Leased Premises*** shall be used for the sole purpose of operating a **Innersculpt Studio** which includes a work out studio for Pilates (the '***Permitted Use***') and in a manner consistent with a first-class ***Neighborhood Center*** or other first-class retail center. Tenant will not use or permit use of the ***Leased Premises*** for any other purpose without the written consent of Landlord via ***Notice***. The ***Leased Premises***, if advertised, shall be advertised as and operated under Tenant's Trade Name which is **Innersculpt Studio**. Tenant, at its own expense, will comply with all Federal, State, municipal and other laws, codes, ordinances, ***Rules and Regulations*** applicable to: (i) the ***Leased Premises***; (ii) any construction by Tenant at the ***Leased Premises***; and (iii) the business conducted therein by Tenant. Notwithstanding anything to the contrary, Tenant shall obtain all of the required approvals and licenses required under any applicable laws for the provision of Tenant's services, goods, sales, or any business transacted in the ***Leased Premises***. Landlord shall reasonably cooperate with Tenant in obtaining such approvals and licenses.

Section 4.02 **Exclusive Use**. During the ***Primary Term*** or any ***Extension Option Term(s)*** thereafter, Landlord shall agree to not directly lease or sell space within the ***Neighborhood Center*** or at any adjacent property controlled by the Landlord to a merchant which derives 5% (five percent) or more of its gross sales from the following description: use of space for doing Pilates work outs. If Landlord does not cure any related default within thirty (30) calendar days, Tenant may pay only ***Additional Rent*** under the ***Lease*** and shall continue until such time the Landlord cures the default. Notwithstanding anything in this ***Lease*** to the contrary, Tenant hereby agrees that it will not use or permit the use of the space in the ***Leased Premises*** for any use in conflict with the exclusive use rights of any other tenant in the ***Neighborhood Center*** as of the ***Effective Date*** of this ***Lease***.

Section 4.03 **Rules and Regulations**. Landlord shall at all times have the right to promulgate and change ***Rules and Regulations*** regarding the ***Building*** in such a manner as Landlord believes is advisable for the safety, care, cleanliness, or proper operation of the ***Building***. Notwithstanding the provisions of this ARTICLE IV, Tenant herby agrees to comply, and shall cause Tenant's employees, servants, agents, visitors, associates, and invitees to comply, with all ***Rules and Regulations*** of the ***Lease Agreement*** including, without limitation, those hereof ARTICLE IV and those hereto attached as Exhibit E (herein referred to, collectively, as the '***Rules and Regulations***') and Tenant agrees to comply with and observe the same, as they may be modified, amended or supplemented, as if they were set forth as covenants herein provided, however that in the event of a conflict between the provisions of this ***Lease Agreement*** and such ***Rules and Regulations*** attached as Exhibit E, the provisions of this ***Lease Agreement*** shall control. Notwithstanding anything to the contrary herein, Landlord reserves the reasonable right from time-to-time to modify, amend or supplement the ***Rules and Regulations*** and to promulgate additional reasonable ***Rules and Regulations*** applicable to the ***Leased Premises*** and the ***Neighborhood Center***. Further, Landlord covenants and agrees that all such ***Rules and Regulations*** shall be applicable to and enforce uniformly against all tenants of the ***Neighborhood Center***.

A. Building Rules and Regulations. Landlord will furnish all ***Building Rules and Regulations***, including any changes or amendments to them, to Tenant, attached hereto and made a part hereof for all purposes as Exhibit E in addition to the ***Rules and Regulations*** hereof this ARTICLE IV. Tenant will comply with such reasonable regulations as Landlord may promulgate regarding sanitation, cleanliness and other matters at the ***Leased Premises*** or within the ***Building***, including without limitation, removal of garbage, trash and other waste.

B. Trash. Tenant shall be responsible, at its sole cost and expense, for the removal of its trash and rubbish, and shall store same in such areas within the ***Leased Premises*** as designated by Landlord. Landlord may, at its sole option, arrange for collection of all trash and garbage and, if Landlord exercises such election, Tenant's proportionate share of the cost thereof will be part of its ***Common Area Maintenance Costs***. Tenant shall not operate an incinerator or burn trash or garbage. Tenant agrees, at its sole cost and expense (except to the extent any of the following services are provided by the Landlord, in which event Tenant may only be responsible for ***Tenant's Share*** of the costs thereof, as set forth in this ***Lease***): (i) to comply with all present and future laws, orders and regulations of the Federal, State, county, municipal or other governing authorities, departments, commissions, agencies and boards regarding the collection, sorting, separation, and recycling of waste, garbage, trash, rubbish and any and all other refuse (collectively, '***Trash***') and (ii) that Tenant shall, within ten (10) business days following invoicing by Landlord, pay all costs, expenses, fines, penalties or damages that may be imposed on Landlord or Tenant by reason of Tenant's failure to comply with the provisions of this Section 4.03.

C. Disturbance. Tenant shall not commit, or suffer to be committed, any ***Trash*** upon the ***Leased Premises***, nor shall Tenant, or maintain, commit, or permit the following: (i) the maintenance or commission of any unreasonable disturbance of others or public nuisance from or upon the ***Leased Premises***; (ii) any objectionable or unpleasant odors to emanate from the ***Leased Premises***; (iii) placement of any radio, television, loudspeaker or amplifier on the roof or outside the ***Leased Premises***; (iv) placement of an antenna, awning or other projection on the exterior of the ***Leased Premises***; (v) solicitation of business or distribution of leaflets or other advertising material in the ***Common Area*** or ***Building***; (vi) any other action which in the exclusive judgment of Landlord would constitute a public or private nuisance or would disturb or endanger other tenants of the ***Building*** or unreasonably interfere with their use of their respective leased premises, nor do anything which would tend to injure the reputation of the ***Neighborhood Center*** (collectively, **'*Disturbance*'**). In addition, Tenant shall take all reasonable steps to prevent its operations from clogging the utility lines servicing the ***Leased Premises***.

D. Energy and Efficiency. In addition, Tenant agrees to comply with, and reasonably cooperate with Landlord's efforts to comply with, energy and water disclosure and efficiency, green building and/or carbon reduction laws, including without limitation occupant, water, energy and transportation surveys within the city, county, state or any other jurisdiction.

E. Close-out Promotions. Tenant shall not conduct any auction, fire, bankruptcy or going-out-of-business sale in, at, on or about the ***Leased Premises*** or the ***Neighborhood Center*** or any portion or portions of same.

F. Business Hours. Tenant shall occupy and use the entire ***Leased Premises*** continuously during the entire ***Lease Term*** and keep the ***Leased Premises*** open to the public for business with adequate and competent personnel in attendance as contained herein: At minimum 5 (five) days a wekk and 40 (forty) hours per week. These business hours include the exception of normal holiday weeks, except to the extent Tenant would violate applicable laws. Tenant shall operate such business during such period with diligence and in accordance with the best standards of operation of such business.

G. Unlawful Use. Tenant will not conduct any auction or bankruptcy or make any unlawful use of the ***Leased Premises*** or permit any unlawful use thereof.

Section 4.04 Environmental Matters.

A. Except for Hazardous Material contained in products used by Tenant in lawful quantities for ordinary cleaning purposes, Tenant shall not permit or cause any party to bring Hazardous Material upon the ***Leased Premises*** or transport, store, use, dispose, or release any Hazardous Material on or from the ***Leased Premises*** without Landlord's prior written consent. Tenant shall not generate or manufacture any Hazardous Material on or from the ***Leased Premises*** without Landlord's prior written consent. Tenant, at its sole cost and expense, shall operate its business in the ***Leased Premises*** in compliance with all Environmental Requirements and all requirements of this ***Lease***. Tenant shall promptly deliver to Landlord a copy of any notice of violation relating to the ***Leased Premises*** or ***Building*** of any Environmental Requirement.

B. The term **'*Environmental Requirements*'** means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, permits, authorizations, orders, policies or other similar requirements of any governmental authority, agency or court regulating or relating to health, safety, or environmental conditions on, under, or about the ***Leased Premises***, ***Building***, or the environment, including without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; the Clean Air Act; the Clean Water Act; the Toxic Substances Control Act and all state and local counterparts thereto, and any common or civil law ***Obligations*** including, without limitation, nuisance or trespass, and any other requirements of this ***Lease***. The term **'*Hazardous Materials*'** means and includes any substance, material, waste, pollutant or contaminant that is regulated under any Environmental Requirement, including, without limitation, any solid or hazardous waste, hazardous substance, asbestos, petroleum (including crude oil or any fraction thereof, natural gas, synthetic gas, polychlorinated biphenyls (PCBs), and radioactive material).

C. Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all losses (including, without limitation, diminution in value of the ***Leased Premises*** or the ***Building*** and loss of rental income from the ***Neighborhood Center***), claims, demands, actions, suits, damages (including, without limitation, punitive damages), expenses (including without limitation, remediation, removal, repair, corrective action, or cleanup expenses), and costs (including without limitation, actual attorneys' fees, consultant fees or expert fees and including, without limitation, removal or management of any Hazardous Materials, including without limitation asbestos, brought into the ***Leased Premises***) which are brought or recoverable against, or suffered or incurred by Landlord as a result of any release of Hazardous Materials by Tenant, its agents, employees, contractors, subtenants, assignees or invitees, regardless of whether Tenant had knowledge of such noncompliance. The ***Tenant Obligations*** under this Section 4.04 shall survive any termination of this ***Lease***.

Section 4.05 Security.

A. Tenant shall (i) lock the doors to the ***Leased Premises*** and take other reasonable steps to secure the ***Leased Premises*** and the personal property of Tenant and any of Tenant's contractors or licensees in the ***Neighborhood Center***, from unlawful intrusion, theft, fire and other hazards; (ii) keep and maintain in good working order all security and safety devices installed in the ***Leased Premises*** by or for the benefit of Tenant (such as locks, smoke, and CO2 detectors and burglar alarms); and (iii) cooperate in any reasonable manner safety or security program, if developed by Landlord or required by the laws that govern Harris County.

B. Tenant specifically acknowledges that Landlord has no duty to provide safety and security devices, services or programs for any portion of the ***Neighborhood Center***, including, without limitation, the ***Leased Premises***. The ***Parties*** specifically acknowledge that safety and security devices, services and programs provided by Landlord, if any, while intended to deter crime and ensure safety, may not prevent theft or other criminal acts or ensure safety of persons or property in every given circumstance. The risk that any safety or security device, service or program may not be effective, or may malfunction, or be circumvented by a criminal, is assumed solely by Tenant with respect to Tenant's property and interests, and Tenant shall obtain insurance coverage to the extent Tenant desires protection against such criminal acts and other losses, as further described in Exhibit D.

Section 4.06 Quiet Possession. Tenant, upon paying all sums owed under this ***Lease*** and performing and observing all of the covenants and agreements hereunder, shall and may peaceably and quietly have, hold, occupy, use and enjoy the ***Leased Premises*** during the ***Term***, subject to the provisions of this ***Lease*** and applicable deed restrictions, governmental laws, and ***Rules and Regulations***.

Section 4.07 Access to Leased Premises. Landlord will have a right to enter the ***Leased Premises*** during Tenant's normal business hours upon reasonable advance oral ***Notice*** to Tenant (but at times that do not unduly interfere with Tenant's business), except for in the case of emergencies during which Landlord shall have the right to enter the ***Leased Premises*** at any time without having given Tenant prior ***Notice***, but will make a good faith effort to notify the Tenant as soon thereafter as reasonably possible. Landlord or its agents may enter the ***Leased Premises*** for the purposes of: (i) inspecting same for compliance with ***Tenant Obligations*** hereunder; (ii) performing any maintenance or repair ***Obligations*** of Landlord; (iii) accessing any HVAC and all related systems servicing the adjacent leased premises to permit and/or perform any maintenance, repairs and/or replacement of such systems; and (iv) displaying the ***Leased Premises*** to prospective purchasers, mortgagees, or, during the last six (6) months of the ***Lease Term***, to prospective tenants. Landlord specifically reserves unto itself and its successors and assigns (i) the exclusive use of the roof for items other than rooftop equipment installed by Tenant for the ***Leased Premises***, exterior walls (other than storefronts and doors) and the area above and below the ***Leased Premises***, and (ii) the right to place or permit to be placed in the ***Leased Premises***, utility lines, pipes, wires, facilities, and the like, to serve the ***Common Area*** or premises other than the ***Leased Premises***, and replace, maintain and repair such utility lines, pipes, wires, facilities, and the like, in, over and upon the ***Leased Premises*** as the same may have been or may be installed. Landlord's uses or activities pursuant to this Section 4.07 shall be conducted in a manner not to unreasonably interfere with Tenant's use and enjoyment of the ***Leased Premises*** and shall be limited in time as reasonable needed to accomplish such matters.

Section 4.08 Bar. The parties herein agree no alcohol will be sold or given away at the ***Leased Premises*** and such aforementioned activity is not part of the ***Permitted Use***.

ARTICLE V. Common Area and Parking

Section 5.01 Common Area. There will be a ***Common Area*** (as hereinafter defined). Tenant, its employees, customers and invitees shall have the non-exclusive use, along with others, of the ***Common Area***, Landlord shall have the right, from time to time, to change the arrangement, layout and/or size of the ***Common Area*** or construct additional buildings therein, and designate employee parking spaces and tenant truck loading zones, and to do and perform such other acts in the ***Common Area*** as Landlord shall, in its reasonable good faith judgment, determine to be advisable. Landlord shall have the right, from time to time, to establish, modify and enforce ***Rules and Regulations*** with respect to the ***Common Area***. Notwithstanding anything to the contrary contained in this Section 5.01, Landlord agrees that it will not voluntarily make any alterations or modifications to the ***Common Area*** which materially and adversely affect access to, or use of, the ***Leased Premises*** by Tenant. For purposes of this ***Lease***, the phrase "***Common Area***" means all or any part of the ***Building*** or the area immediately adjacent to the ***Building*** that is designated by Landlord from time to time for the common use of all tenants of the ***Building***, including any all building systems and building structural components, the parking lot, landscaped areas, roadways, pedestrian walkways, ramps, loading docks, delivery areas, fire corridors and any structural or mechanical elements required to be maintained or repaired or replaced by Landlord pursuant to this ***Lease*** or otherwise and all tenants of the ***Neighborhood Center***, their respective officers, agents, employees, invitees, licensees, visitors and customers shall be at all times subject to the exclusive and absolute control and management of Landlord, and Landlord shall have the right from time to time to establish, modify, amend, revoke and enforce the ***Rules and Regulations*** regarding such areas, including without limitation, designating exclusive or non-exclusive parking spaces, parking areas for valet use only, areas for employee parking only and other ***Rules and Regulations*** with respect to such areas. However, ***Common Area*** shall not mean and does not include any space in the ***Building*** or certain sidewalk/patio space that Landlord has designated for lease to tenants for commercial purposes. In addition, although the roof of the ***Building*** is not literally part of the ***Common Area***, it will be deemed to be a part of the ***Common Area*** for purposes of: (i) Landlord's ability to prescribe the ***Rules and Regulations*** in accordance with the provisions of Section 4.03 and Exhibit E hereof; and (ii) its inclusion for purposes of ***Tenant's Share*** of the ***Common Area Maintenance Costs*** in accordance with the provisions of this ***Lease***. Nothing in this ARTICLE V or elsewhere in this ***Lease*** shall be construed as constituting the ***Common Area***, or any part thereof, as part of the ***Leased Premises***. Nothing contained in this ***Lease*** shall require or obligate Landlord to provide security services in all or any portion of the ***Building***. To the extent Tenant deems it necessary or prudent to provide security services in the ***Leased Premises***, Tenant shall have the right to provide such services.

Section 5.02 Parking.

A. In addition, and notwithstanding any other provision to the contrary in this ***Lease***, Landlord may, in its sole discretion, designate both exclusive and/or non-exclusive parking spaces in the ***Neighborhood Center*** for tenants, employees, and customers, but not in the first row of parking spaces directly in front of the storefront of Tenant's ***Leased Premises***.

B. Designated Parking for Tenant. During the ***Primary Term*** of his ***Lease*** (and any applicable ***Extension Option Term(s)***) Landlord grants to Tenant 0 (zero) designated parking space(s) in the ***Common Area***, and if applicable, as shown in Exhibit A.

Section 5.03 **Changes in Common Area**. In addition, and notwithstanding any other provision to the contrary in this ***Lease***, Landlord may, in its sole discretion, change, remodel, reconfigure, upgrade, renovate and/or reconstruct any ***Common Area*** (including parking) at any time and for any reason; provided, however, during the ***Lease Term***, Landlord shall maintain approximately the same number of parking spaces in proportion to the amount of retail space in the ***Neighborhood Center*** (for example, if the amount of retail space is materially reduced or increased, the amount of parking spaces in the ***Neighborhood Center*** shall remain in the same ratios as existed as of the ***Effective Date***).

ARTICLE VI. Lease Term

Section 6.01 **Lease Year**. The term **'*Lease Year*'**, as used herein, shall, in the case of the first (1st) ***Lease Year***, mean the period which commences with the ***Commencement Date*** and terminates on the last day of the twelfth (12th) full calendar month following after the amount of full ***Free Month(s)***, if any, following ***Commencement Date***. Such first (1st) ***Lease Year*** shall include: (i) the partial month, if any, at the beginning of the ***Lease Term*** if the ***Commencement Date*** is not the first day of a calendar month; and/or (ii) all full ***Free Month(s)***, if any, and accordingly will be greater than 1 (one) year. Each subsequent Lease Year shall mean a period of twelve (12) full calendar months commencing with the date following the last day of the first ***Lease Year*** and commencing with each subsequent annual anniversary of such day. The last ***Lease Year*** of the ***Lease Term*** shall be the period which commences on the day immediately following the last day of the preceding ***Lease Year*** and terminates on the last day of the ***Lease Term***. Accordingly, such last ***Lease Year*** will terminate on the last day of a full calendar month.

Section 6.02 **Primary Term**. The **'*Primary Term*'** shall commence on the ***Commencement Date*** and shall expire on the last day of the 62nd (sixty-second) full calendar month following the ***Commencement Date*** (the **'*Termination Date*'**); provided, however, that, if: (i) the ***Commencement Date*** is a day other than the first (1st) day of a calendar month; and/or (ii) there are any full ***Free Month(s)***, then the first (1st) ***Lease Year*** shall be defined as per Section 6.01. Accordingly, each subsequent ***Lease Year*** shall begin on the first day of the month following the end of the preceding ***Lease Year*** and continue for the next consecutive twelve (12) month period and the ***Primary Term*** shall continue until the last day of the month following the expiration of 62 (sixty-two) full calendar months after the ***Commencement Date***.

Section 6.03 **Extension Option Term(s)**. Provided Tenant: (i) is not in Default of any material term, covenant or condition, contained in this ***Lease***, and no material ***Tenant Event of Default*** shall have occurred on the date of the exercise of the option, (ii) is operating and in possession of the **Leased *Premises***, (iii) shall not have assigned the ***Lease*** or any interest therein or sublet (or otherwise permitted occupancy by any third party of) all or any portion of the **Leased *Premises*** during the ***Primary Term*** (any such assignment, subletting or occupancy being subject to the provisions of ARTICLE XV) regardless of whether any such assignment, sublease or occupancy is then still in effect and regardless of whether Landlord shall have consented to any such assignment, subletting or occupancy, and (iv) provides a timely ***Notice*** when exercising the ***Extension Option Term(s)*** as specified herein, Tenant is hereby granted 0 (zero) option(s) (the **'*Extension Option Term(s)*'**) to extend this ***Lease*** for 0 (zero) additional concurrent terms(s) of 0 (zero) months as defined in ARTICLE I commencing on the first day after the ***Primary Term***, or the first day after preceding ***Extension Option Term(s)***, if applicable. The ***Extension Option Term(s)*** shall be on the same terms and conditions as provided herein; provided, however, that the ***Base Rent*** payable during the ***Extension Option Term(s)*** shall be as provided in ARTICLE I above. In order to exercise the ***Extension Option Term(s)***, Tenant's ***Notice*** to Landlord (the **'*Renewal Notice*'**) shall comply with the following conditions: (a) specify Tenant's intent to extend this ***Lease***, and (b) such ***Renewal Notice*** shall be received by Landlord not more than 12 (twelve) months but not less than 6 (six) months prior to the end of the ***Primary Term*** or preceding ***Extension Option Term(s)***. If Tenant fails to timely provide ***Renewal Notice*** to Landlord, the ***Extension Option Term(s)*** shall automatically terminate on the date following the last date Tenant may exercise the ***Extension Option Term(s)***. In the event that Tenant effectively exercises the ***Extension Option Term(s)*** herein granted, then all of the terms and provisions of the ***Lease*** as are applicable during the ***Primary Term*** or prior ***Extension Option Term(s)*** shall likewise be applicable during the subsequent ***Extension Option Term(s)***, and Landlord and Tenant shall execute an amendment to this ***Lease*** extending the ***Term*** on the same terms provided in this ***Lease***, except: (i) Tenant shall have no further right to renew or extend the ***Lease Term*** after the ***Termination Date*** or other termination of the ***Extension Option Term(s)*** as applicable; and (ii) the ***Base Rent*** which shall be due and payable each month during each ***Extension Option Term(s)*** at the same time and place, and in the same manner, as set forth in ARTICLE VII and ARTICLE VIII of the ***Lease*** shall be per aforementioned amendment in this Section 6.03.

Section 6.04 **Prevailing Market Rate**. If applicable, within 30 (thirty) calendar days after receipt of Tenant's ***Renewal Notice***, Landlord shall deliver to Tenant ***Notice*** of the ***Prevailing Market Rate*** and shall advise Tenant of the required adjustment to ***Base Rent***. As used herein, the term **'*Prevailing Market Rate*'** shall mean the arms-length market rental rate per square foot under lease renewals entered into on or about the date on which the ***Prevailing Market Rate*** is being determined hereunder for space comparable to the ***Leased Premises*** in similar buildings in the vicinity of the ***Neighborhood Center***, which shall be determined by Landlord in its sole and absolute discretion. Notwithstanding the above, in no event shall ***Prevailing Market Rate*** be less than 10% (ten percent) increase of, and no greater than a 20% (twenty percent) increase of the amount of ***Base Rent*** of the last month of the ***Primary Term***. Tenant shall, within 10 (ten) calendar days after receipt of Landlord's ***Notice***, notify Landlord in writing whether Tenant accepts or rejects Landlord's determination of the ***Prevailing Market Rate***. If Tenant timely notifies Landlord that Tenant accepts Landlord's determination of the ***Prevailing Market Rate***, then, on or before the commencement date of the ***Extension Option Term(s)***, Landlord and Tenant shall execute an amendment to this ***Lease*** extending the ***Term*** on the same terms provided in this ***Lease***, except as follows: (i) Tenant shall have no further renewal option unless expressly granted by Landlord in writing; and (ii) Landlord shall lease the ***Leased Premises*** to Tenant in their then current, "as is" condition. If Tenant rejects Landlord's determination of the ***Prevailing Market Rate***, or fails to timely send ***Notice*** to Landlord in writing that Tenant accepts or rejects Landlord's determination of the ***Prevailing Market Rate***, or if Landlord and Tenant are unable to reasonably agree upon the ***Prevailing Market Rate*** on or before the commencement date of the ***Extension Option Term(s)***, with time being of the essence, Tenant's rights under this ARTICLE VI shall terminate and Tenant shall have no right to renew this ***Lease***.

Section 6.05 **Redevelopment Option**. Notwithstanding any provision to the contrary herein, should Landlord desire to significantly re-develop, renovate, demolish and/or reconfigure the ***Building*** for any reason whatsoever, provided that Landlord terminates the leases or occupancy agreements of all of the other tenants or occupants of the ***Neighborhood Center***, Landlord may send ***Notice*** to Tenant of such election at any time prior to or after: (i) Tenant's election of the ***Extension Option Term(s)***, and/or (ii) during the ***Extension Option Term(s)*** **('*Landlord's Notice*')**. In such event, Tenant shall promptly vacate the ***Leased Premises*** no later than the *later* of: (i) the expiration of the ***Primary Term*** or (ii) 270 (two hundred seventy) calendar days after the date of ***Landlord's Notice*** **('*Tenant's Vacate Date*'),** and the ***Extension Option Term(s)*** or the remaining ***Term*** of the ***Extension Option Term(s)*** set forth in Section 6.03 above shall be ***null and void and of no force and effect***. As of ***Tenant's Vacate Date***, this ***Lease*** shall immediately terminate and the ***Parties*** shall have no further ***Obligations*** hereunder (except for any ***Obligations*** which expressly survive the ***Termination Date*** or earlier termination of this ***Lease***) and Tenant shall immediately pay Landlord any accrued but unpaid ***Rent*** through Tenant's Vacate Date. NOTWITHSTANDING ANY PROVISION IN THIS LEASE TO THE CONTRARY, TENANT HEREBY EXPRESSLY WAIVES AND FOREVER RELEASES LANDLORD FROM ANY AND ALL CLAIMS AND/OR CAUSES OF ACTION WHICH TENANT HAS OR MAY HAVE HAD AGAINST LANDLORD UNDER THIS ***Lease*** AND/OR APPLICABLE LAW BY REASON OF LANDLORD'S TERMINATION OF THE ***Extension Option Term(s)*** AS PERMITTED IN THIS Section 6.05.

Section 6.06 **Holdover**. If Tenant should remain in possession of the ***Leased Premises*** after the ***Termination Date*** of the ***Lease Term***, without the execution of a new lease and with Landlord's consent, Tenant shall be deemed to be occupying the ***Leased Premises*** as a tenant from month-to-month, subject to all the covenants and ***Tenant Obligations*** of this ***Lease***, except that as liquidated damages by reason of such holding over, the monthly amounts payable by Tenant under this ***Lease*** shall be increased to 135% (one hundred thirty-five percent) of the monthly amounts payable in the last month of the ***Lease Term***. Such month-to-month tenancy may be terminated by either ***Party*** upon 30 (thirty) calendar days' ***Notice*** to the other. Any ***Rent*** due after ***Notice*** has been given is to be calculated according to this Section 6.06 prorated for any partial month of holdover. If Tenant tenders ***Rent*** pursuant to the formula in this Section 6.06, and Landlord accepts such payment, the acceptance of such payment will not operate as a waiver by Landlord of the ***Notice*** of termination, unless such waiver is in writing and signed by Landlord.

ARTICLE VII. Rent and Payments

Section 7.01 **Payments**.

A. Tenant covenants and agrees to pay to Landlord the ***Base Rent*** (together with ***Additional Rent*** and any other amounts due to Landlord herein) without ***Notice***, demand, counterclaim or offset, for the use and occupancy of the ***Leased Premises***, be made to an account designated from time to time by Landlord (**'*Landlord Account*'**) by wire transfer by electronic fund transfer through the Automated Clearing House network or any similar system designated by Landlord (**'*ACH*'**). Such payments shall be initiated by Tenant to ***Landlord Account*** designated from time to time by Landlord at an ***ACH*** bank for settlement not later than 12:00 o'clock noon, Houston, Texas time, on the dates such sums or payments are respectively due per the terms of this ***Lease***. Any payment received after such time shall be deemed to have been made after the ***Due Date***. ***Landlord Account*** information, if changed or for the first ***Rent Payment*** due, shall be sent by Landlord to Tenant via secure methods (for example, a photo of account numbers via ***Notice***) at least 10 (ten) business days before any such **'*Rent Payment*'** is due from Tenant to Landlord. Except for ***Tenant Obligations*** to pay ***Prepaid Rent*** as set forth in ARTICLE II, all ***Rent Payment***s shall be made on the 1st (first) day of each calendar month (the **'*Due Date*'**), monthly in advance, for each and every month during the ***Term***; but if the ***Lease Term*** does not commence on the 1st (first) day of a calendar month, a pro rata part of ***Base Rent*** and ***Additional Rent*** for such partial month, and, if applicable, ***Additional Rent*** for any ***Free Month(s)***, shall be payable due the 1st (first) day of the 1st (first) full calendar month that follows concurrently after the ***Commencement Date***, and, if applicable, concurrently after any ***Free Month(s)***. Any ***Prepaid Rent*** actually paid by Tenant shall be applied toward all amounts due under this ***Lease*** as the same accrue.

B. ***Free Month(s)***, if applicable and as defined in ARTICLE II, will be concurrently applied to the first full months following the ***Commencement Date***. ***Additional Rent*** shall be due per terms of this ARTICLE VII for every full ***Free Month(s)***. If the ***Commencement Date*** is not the 1st (first) day of a full calendar month, the pro rata part of ***Base Rent*** payable for the partial month preceding the first full calendar month shall be due, and if applicable, the ***Additional Rent*** due for any ***Free Month(s)***, if any, the 1st (first) day of the first full calendar month that: (i) Follows concurrently after the ***Commencement Date*** in combination with ***Additional Rent*** due for the pro rata part of the partial month and the ***Additional Rent*** due for the first full calendar month; and if applicable (ii) Follows concurrently after the ***Free Month(s)***, if any. Any ***Prepaid Rent*** referencing the first month, if ***Free Month(s)*** are applicable, shall be applied to the first full calendar month in which ***Base Rent*** is greater than $0.00 (zero and no/100 dollars).

C. If Tenant fails for 2 (two) consecutive months to pay any payments of ***Rent*** within 7 (seven) calendar days after the ***Due Date***, then Landlord may, in addition to its other rights and without waiving the ***Tenant Event of Default***, give Tenant ***Notice*** that all future ***Rent Payment***s must be paid quarterly in advance, instead of monthly. From the date of Landlord's ***Notice***, at Landlord's sole discretion, Tenant must make all future ***Rent Payment***s only by cash, cashier's check, money order, or other payment method approved in writing by Landlord, if Landlord elects to do so. Landlord may thereafter accept any ***Rent Payment*** by ***ACH*** without waiving any ***Tenant Event of Default*** or any rights or remedies under this ***Lease***. For purposes of the first sentence of this Section 7.01C, Tenant has not paid ***Rent*** if the ***Rent Payment*** is made by a postdated check or by a check that is returned for insufficient funds, or Tenant's bank failed to perform for any reason via ***ACH***, or for any other reason not the fault of Landlord.

D. If for any reason Landlord may accept checks in the future, and any ***Rent Payment*** by Tenant is made by check and the check is returned for insufficient funds or other reason not the fault of Landlord, then Tenant shall pay to Landlord on demand a processing fee of $150 (one hundred fifty and no/dollars) per returned check, in addition to any other remedies Landlord may have under this ***Lease***, at law or in equity.

E. All ***Rent*** payable by Tenant to Landlord shall be paid in lawful money of the United States of America, without any deduction or offset whatsoever and without prior ***Notice*** or demand, and at such place or places as may be designated from time-to-time by Landlord in writing.

Section 7.02 Late Payments. All ***Rent***, amounts, and other sums hereunder provided to be paid by Tenant shall be due and payable by Tenant without demand, deduction, abatement, or off set except as expressly provided herein. ***Rent*** and other payments which are shown as received into ***Landlord Account*** more than 5 (five) calendar days past the ***Due Date*** shall, in addition to all other remedies to which Landlord may be entitled under this ***Lease***, at law or equity: (i) bear interest from maturity at the daily rate of 10% (ten percent) per annum (the '***Default Rate***') from the ***Due Date*** per Section 7.01 until paid; and, in addition (ii) Tenant shall pay Landlord the sum of $250 (Two Hundred Fifty and no/100 dollars) per occurrence. All sums and charges of whatsoever nature required to be paid by Tenant pursuant to the terms of this ***Lease*** (including, without limitation, all payments set forth in this ARTICLE VII, including ***Additional Rent***) constitute ***Additional Rent*** (whether or not same be designated ***Additional Rent***) and failure by Tenant to timely pay any amount due hereunder may be treated by Landlord as a failure by Tenant to pay ***Base Rent***.

ARTICLE VIII. Additional Rent

Section 8.01 Additional Rent and Payments.

A. In addition to ***Base Rent***, Tenant shall pay to Landlord as '***Additional Rent***' which is and means, collectively: (i) a ***Common Area Payment***, (ii) a ***Tax Payment***, and (iii) an ***Insurance Payment***.

B. Commencing on the ***Commencement Date*** in addition to the ***Base Rent*** and all other sums to be paid by Tenant hereunder, Tenant does hereby covenant and agree to pay Landlord ***Additional Rent*** in monthly installments as set forth in ARTICLE VII, this ARTICLE VIII, and the amount to be paid monthly through the end of the calendar year of Tenant's ***Commencement Date*** as set forth in Section 8.09. Within 60 (sixty) calendar days to the beginning of each subsequent ***Lease Year***, Landlord will furnish to Tenant a ***Notice*** with an estimate of the annual ***Additional Rent*** for such ***Lease Year*** if it is deemed necessary by Landlord, and Tenant shall pay to Landlord, along with its monthly installments of ***Base Rent***, one twelfth ($1/12^{th}$) of the estimated annual ***Additional Rent***, with each installment being due on the 1^{st} (first) day of each calendar month for the concurrently following 12 (twelve) month period following such aforementioned Landlord ***Notice***. If at any time during such 12 (twelve) month period it appears that Landlord has underestimated the ***Additional Rent*** for such 12 (twelve) month period, Landlord may re-estimate the ***Additional Rent*** and may bill Tenant for any deficiency which may have accrued during such 12 (twelve) month period and thereafter the monthly installment payable by Tenant shall also be adjusted. Upon Tenant's request via ***Notice***, or if Landlord elects to do so, Landlord shall deliver to Tenant a statement of actual ***Common Area Maintenance Costs***, ***Insurance*** Costs, ***Taxes*** and Insurance (***Additional Rent***) for such 12 (twelve) month period and the monthly installments paid or payable shall be adjusted between Landlord and Tenant, and each ***Party*** hereby agrees that Tenant shall pay Landlord or Landlord shall credit Tenant's account (or, if such adjustment is at the end of the ***Lease Term***, pay Tenant), within 30 (thirty) calendar days of receipt of such statement, the amount of any excess or deficiency in ***Additional Rent*** paid by Tenant to Landlord during such 12 (twelve) month period. Failure of Landlord to provide the ***Notice*** called for hereunder does not relieve Tenant from its ***Tenant Obligations*** hereunder. Landlord and Tenant hereby each acknowledge and agree that they are knowledgeable and experienced in commercial transactions and further hereby acknowledge and agree that the provisions of this ***Lease*** for determining ***Additional Rent*** are commercially reasonable and valid even though such methods may not state precise mathematical formula for determining such ***Additional Rent***. Accordingly, Tenant hereby voluntarily and knowingly waives all rights and benefits to which Tenant may be entitled under section 93.012 of the Texas Property Code, as enacted by House Bill 2186, 77^{th} Legislature, as such section now exists or same may be hereafter amended or succeeded.

Section 8.02 Common Area Maintenance ("CAM").

A. The '***Common Area Payment***' shall be ***Tenant's Share*** of the ***Common Area Maintenance Costs*** in monthly installments as part of ***Additional Rent*** in such amounts as are estimated and billed by Landlord at the beginning of each 12 (twelve) month period commencing and ending on dates designated by Landlord, with each installment being due on the 1^{st} (first) day of each calendar month, subject to adjustment by Landlord in the same manner as set forth in Section 8.01B above.

B. As used herein, the term **'*Common Area Maintenance Costs*'** shall mean, for each calendar year (or portion thereof) during the ***Term*** of this ***Lease***, the aggregate of all costs, expenses and liabilities of every kind or nature paid or incurred by Landlord for the ***Common Area*** and otherwise, to the extent that Landlord, in its good faith judgment, regards it as reasonably necessary or appropriate to provide the services and materials and incur the costs and expenses hereafter referred to, in connection with: sweeping, cleaning, removing debris from, maintaining, restriping and repairing the ***Common Area*** including parking lot; maintaining, repairing, cleaning and illuminating signage, light poles and all exterior lighting within the ***Neighborhood Center*** and ***Common Area*** (including replacement of bulbs and ballasts and repair of light standards); maintaining, repainting and/or repairing exterior surfaces of the ***Neighborhood Center*** buildings; maintaining and repairing any storm water detention, drainage or other utility facilities benefiting the ***Neighborhood Center***; repairing and maintaining ***Neighborhood Center*** fire safety systems where applicable; the cost of supplying water, electricity, gas, storm and sanitary sewer service and/or garbage pickup and disposal services to the ***Neighborhood Center***, if Landlord so elects; Grease Trap Maintenance allocated as set forth in Section 8.06; assessments levied upon the ***Neighborhood Center*** by recorded documents; providing traffic control for the ***Common Area***, if Landlord so elects; providing and maintaining planting, irrigation and landscaping with respect to the ***Common Area***; providing security services with respect to the ***Common Area***, if Landlord so elects; reasonable amortization (over the useful life) of capital expenditures made for the purpose of reducing ***Common Area Maintenance Costs*** (**'*Allowable Capital Costs*'**) such as structural elements meaning all of the Landlord's expenses reasonably incurred to maintain, repair and replace the roof, foundation, exterior walls, load bearing walls, other structural components of the property, landscaping, and exterior elements such as lighting, irrigation sprinklers, parking components, dumpster area structural elements; and all other costs of ownership, operation, marketing, management, maintenance, repair, replacement, and/or restoration of the ***Common Area*** that are incurred by Landlord in its discretion, including, without limitation, the cost of wages and salaries of all persons engaged in the management, operation, maintenance, repair and access control (the **'*Administrative Management Charge*'** which shall be an amount not exceed the ***Tenant's Share*** (defined per Section 8.05) of $2,000 (two thousand and no/100 dollars) per month) and, when applicable, other security of the ***Neighborhood Center***. With regard to ***Allowable Capital Costs***, (i) the original investment in capital improvements (that is, the initial construction of the ***Building***) shall not be included, and (ii) improvements and replacements shall be included only to the extent capitalized on Landlord's records and then only to the extent of a reasonable charge for depreciation or amortization allocable to the ***Building*** (including interest accruals commensurate with Landlord's interest costs).

C. Notwithstanding any provision of this ***Lease*** to the contrary, ***Common Area Maintenance Costs*** shall NOT INCLUDE and Landlord shall not be entitled to reimbursement for any of the following items:

i. Costs, including permit, license, and inspection fees, incurred in renovating or otherwise improving or decorating, painting, or redecorating a vacant space or space for other tenants or occupants of the ***Neighborhood Center***;

ii. Costs of a capital nature other than ***Allowable Capital Costs***, including, without limitation, the following: capital improvements, capital repairs, capital equipment, and capital tools (as determined in accordance with generally accepted accounting principles);

iii. Costs incurred in connection with services or other benefits of a type that are not available to Tenant but which are provided to other tenants or occupants of the ***Neighborhood Center***;

iv. Interest on debt or amortization payments on any mortgages or other debt for borrowed money;

v. Costs incurred to comply with or related to violations of Environmental Laws, including (without limitation) response costs and costs incurred to test, investigate, survey, clean up, contain, abate, remove, or otherwise remediate hazardous waste and substances or asbestos-containing materials from the ***Neighborhood Center*** or the ***Leased Premises*** unless the waste and substances or asbestos-containing materials were brought to the ***Neighborhood Center*** or the ***Leased Premises*** by Tenant;

vi. Costs of HVAC maintenance contracts for the ***Leased Premises*** or the ***Neighborhood Center***;

vii. Costs for original construction or replacement of original construction or the cost and depreciation of capital items;

viii. Advertising, promotional, or any other marketing costs, expenses, charges or fees;

ix. Repairs or other work (including rebuilding) occasioned by fire, windstorm, or other casualty or condemnation;

x. Leasing commissions and other expenses of procuring tenants including lease concessions and lease take-over ***Obligations***;

xi. Interest and penalties for past due payment of taxes;

xii. Any amounts incurred in enforcing leases against tenants, including legal fees;

xiii. Expenses resulting from any violation by Landlord of the terms of any lease of space in the ***Neighborhood Center*** or of any ground or underlying lease or mortgage to which this ***Lease*** is subordinate;

xiv. Expenses for vacant or vacated space, including security and renovating costs of this space;

xv. Expenses for which Landlord is or will be reimbursed by another source (excluding amounts paid by tenants in the ***Neighborhood Center*** as prorated charges), including (without limitation) amounts reimbursed pursuant to a warranty or insurance;

xvi. Any financing costs, including interest or principal payments and other charges and fees related to financing;

xvii. Contributions for political or charitable or other special interest purposes, including (without limitation) lobbying;

xviii. Costs to correct original latent defects in the design, construction, or equipment of the ***Neighborhood Center***; or

xix. The costs of initial stock of tools and equipment for the operation, maintenance, or repair of the ***Neighborhood Center***.

Section 8.03 Insurance. Tenant shall pay as an **'*Insurance Payment*' *Tenant's Share*** of the cost of all insurance carried by Landlord for the ***Neighborhood Center*** (including commercially reasonable deductibles) (the **'*Insurance*'**) as part of ***Additional Rent*** estimated and billed by Landlord to be paid by Tenant, and subject to adjustment by Landlord in the same manner as set forth in Section 8.01B above.

Section 8.04 **Taxes**. Tenant shall pay as a '***Tax Payment***' ***Tenant's Share*** of the Taxes for the ***Building*** and the real property at **27104 State Hwy 249, Tomball, TX 77375** (the '***Land***') as part of ***Additional Rent*** estimated and billed by Landlord to be paid by Tenant, and subject to adjustment by Landlord in the same manner as set forth in Section 8.01B above. '***Taxes***', as used herein, shall mean all taxes, assessments, impositions, levies, charges, excises, fees, licenses and other sums levied, assessed, charged or imposed by any governmental authority or other taxing authority or which accrue on the ***Building*** and/or the ***Land*** for each calendar year (or portion thereof) during the ***Lease Term***, including, without limitation, professional fees and expenses incurred by Landlord for tax consultants or tax-rendering services and all penalties, interest and other charges (with respect to Taxes) payable by reason of any delay in or failure or refusal of Tenant to make timely payment as required under this ***Lease***. The term ***Taxes*** includes all amounts collected by any taxing authority, whether classified as ad valorem taxes or non-ad valorem assessments, including, without limitation any tax substituted, in whole or in part, for a tax previously in existence by any taxing authority or assessed in lieu of a tax increase, which such substitution and/or assessment in lieu of shall explicitly include, without limitation, Act of May 19, 2006, 79th Leg., 3rd C.S, H.B. 3 (codified as an amendment of TEX. TAX CODE ANN. chapter 171). Tenant waives any rights it may have pursuant to statutory or common law to protest the appraised value of the ***Building*** and/or the ***Land*** or to appeal the same. Within 120 (one hundred twenty) calendar days following the expiration of each calendar year during the ***Lease Term***, Landlord will deliver a statement to Tenant showing ***Tenant's Share*** of ***Taxes*** for such calendar year. In the event the total of Tenant's ***Tax Payment***s for such calendar year shall be less than ***Tenant's Share*** of ***Taxes***, Tenant shall pay to Landlord the amount of such underpayment within 10 (ten) calendar days following the date of receipt of ***Notice*** of Landlord's statement and Landlord shall have the right to adjust Tenant's monthly ***Tax Payment*** to an amount equal to Landlord's reasonable estimate of ***Tenant's Share*** of ***Taxes*** for the then current calendar year retroactive to January 1 of such year. Thereafter Tenant shall pay the adjusted ***Tax Payment*** monthly unless and until Landlord further adjusts such payment. In the event ***Tenant's Share*** of ***Taxes*** shall exceed the total of Tenant's ***Tax Payment***s for such calendar year, the amount of such overpayment shall be credited against any amount due from Tenant under this ***Lease*** as the same shall accrue.

Section 8.05 **Tenant's Share**. For purposes of this ARTICLE VIII, the term '***Tenant's Share***' as applied to ***Common Area Payment***s, ***Tax Payment***s, and ***Insurance Payment***s means a sum calculated by multiplying such costs (as the case may be) by a fraction, the numerator of which is the area (in ***Rentable Square Feet***) of the ***Leased Premises*** and the denominator of which is the Aggregate ***Rentable Square Feet*** of space within the ***Building*** (as reasonably determined by Landlord and subject to adjustment and re-allocation) with the same character of use (e.g. retail use) as the ***Leased Premises*** (or such portion as is reasonably determined by Landlord to be applicable with respect to any charges which are not allocable to all of the ***Leased Premises*** or are allocable to only the ***Leased Premises*** and/or leased premises occupied by similar tenants) on January 1 of each calendar year except for the ***Grease Trap Maintenance Expense***, which will be shared only by those tenants that use the grease trap. For any period less than 12 (twelve) full calendar months, a pro rata portion of the resulting product shall be calculated to determine ***Tenant's Share***.

Section 8.06 **Grease Trap**. If applicable, the '***Tenant's Proportionate Grease Trap Share***' will be the proportionate share of the '***Grease Trap Maintenance Expense***' and part of a Tenant's ***Common Area Payment*** determined by (i) the Tenant's use of grease trap and (ii) by multiplying the ***Grease Trap Maintenance Expense*** incurred by Landlord by a fraction: the numerator of which is the ***Rentable Square Feet*** of the ***Leased Premises*** and the denominator of which is the aggregate ***Rentable Square Feet*** of all leased premises of the tenants that use the grease trap. Landlord shall be responsible for certifying the aggregate ***Rentable Square Feet*** of all leased premises of the tenants that use the grease trap.

Section 8.07 **Controllable Operating Costs**. '***Controllable Operating Costs***' shall mean all costs other than ***Taxes***, utility costs, ***Insurance*** costs, structural costs, and security costs included in the ***Additional Rent***. Increases in ***Controllable Operating Costs*** shall be capped at 8% (eight percent) per annum starting at the end of the month 24 (twenty-four) following the completion of the ***Core & Shell Building*** (see Section 8.09) on a non-cumulative basis following the first full calendar year's actual expenses, but increases during the first 12 (twelve) months may be more based on stabilization of the ***Building Common Area Maintenance Costs***, if the end of month 12 (twelve) of the ***Lease*** is prior to the end of month 24 (twenty-four) following the completion of the ***Core & Shell Building***.

Section 8.08 **Tenant's Right to Audit**. Within 60 (sixty) calendar days following January 1st of any given ***Lease Year***, Landlord will send a ***Notice*** to Tenant of a statement of the annual ***Additional Rent*** and charges (herein referred to as the '***Annual Additional Rent Statement***' only upon 1 (one) of the following to occur: (i) Landlord chooses to do so; or (ii) if Tenant requests an ***Annual Additional Rent Statement*** via ***Notice*** to Landlord, if and only if such ***Annual Additional Rent Statement*** is requested by Tenant before or on the last day of such preceding ***Lease Year*** and no earlier than 60 (sixty) calendar days before the end of such ***Lease Year***. Within 60 (sixty) calendar days following a delivery of such ***Annual Additional Rent Statement*** by Landlord to Tenant, subject to the conditions set forth below, Tenant shall have the one-time right with respect to that calendar year, at its sole cost and expense, during normal business hours and at Landlord's accounting offices in *Houston, Texas*, to audit Landlord's books and records with respect to ***Tenant's Share*** of the ***Additional Rent***. ***Tenant's failure to object to such Annual Additional Rent Statement or request an audit of any such statements within such 60 (sixty) calendar day period shall constitute a waiver of Tenant's rights to forever do so with respect to the Annual Additional Rent Statement to which the Tenant did not object.*** Any discrepancy discovered by Tenant through such audit shall be resolved between Landlord and Tenant by either issuing a credit to the Tenant or paying the applicable ***Party*** the amount determined to be due within 30 (thirty) calendar days of such audit. In the event any discrepancy discovered in such audit is greater than 5% (five percent) of the amount actually paid by Tenant, Landlord shall pay Tenant's reasonable out of pocket costs of such audit (otherwise the cost of such audit shall be paid by Tenant); provided, however, such audit rights are expressly conditioned upon and subject to the following: (i) No ***Tenant Event of Default***, or event that with the giving of ***Notice*** or the passage of time would become an ***Tenant Event of Default***, has occurred and is continuing; (ii) Tenant must be current on all ***Rent***; (iii) Tenant must provide Landlord at least 30 (thirty) calendar days advance ***Notice***; (iv) Landlord shall not be obligated to provide any documentation other than that maintained by Landlord in the ordinary course of its business; (v) Such audit may not be conducted by a person or entity which charges on a percentage of collection fee basis and must be conducted by a certified public accountant or an employee of Tenant; (vi) Tenant shall promptly provide a copy of such audit results to Landlord, and Landlord may conduct an independent review of same; (vii) Tenant shall hold all results of such review and audit confidential and shall not disclose the same to any other party except as may be required by law and if required, Tenant shall execute (and require its auditors to execute) a confidentiality agreement, upon commercially reasonable terms, prior to undertaking such audit; (viii) No assignee or transferee of Tenant shall have the right to conduct an audit for any period prior to the effective date of such assignment or transfer; and (ix) No subtenant shall have any right to conduct an audit.

Section 8.09 **First Lease Year Additional Rent Estimate**. For the 1st (first) ***Lease Year***, the estimated ***Additional Rent*** will be $1,477.50 per month or $9.85 psf/yr (annually per square foot of ***Rentable Square Feet*** of ***Leased Premises***), which includes: $4.80 for ***Tax Payment***, $1.95 for ***Insurance Payment***, and $3.10 for ***Common Area Payment***. At no point shall the ***Additional Rent*** be considered as separate parts, but only in the aggregate as it pertains to this ARTICLE VIII and ARTICLE VII.

Section 8.10 **Other Tenant Payments**.

A. Tenant shall pay the full amount of all taxes, assessments, impositions, levies, charges, excises, fees, licenses and other sums levied, assessed, charged or imposed by any governmental authority or other taxing authority upon Tenant's leasehold interest under this ***Lease*** and all alterations, additions, fixtures, inventory and other property installed or placed or permitted at the ***Leased Premises*** by Tenant. Upon Landlord's request, Tenant shall furnish proof of payment from the governmental authority or other taxing authority assessing such charges.

B. If there is presently in effect or hereafter adopted any nature of sales tax or use tax or other tax on ***Rent***s or other sums received by Landlord under this ***Lease*** (herein referred to as '***Rent Sales Tax***'), then in addition to all ***Rent*** and other payments to be made by Tenant as provided above, Tenant will also pay Landlord a sum equal to the amount of such ***Rent Sales Tax***. The term '***Rent Sales Tax***' shall not include any income taxes applicable to Landlord.

ARTICLE IX. Signage

Section 9.01 **Tenant Signage**.

A. Tenant shall, at its sole cost and expense, fabricate and install a lighted, building fascia sign displaying Tenant's trade name and logo above storefront and, if applicable, canopy facing west towards State Hwy 249 Business and a sign to be inserted into Landlord's provided ***Pylon Sign*** at front of the ***Neighborhood Center*** (collectively, '***Tenant Signage***'), and must **install such *Tenant Signage* no later than 120 (one hundred twenty) calendar days after the *Effective Date***. Tenant shall pay the entire cost to manufacture, fabricate, and install all ***Tenant Signage***. Plans showing, at minimum, the size, location, materials, colors, wording, specifications, electrical details including wiring connections, and structural requirements and details of installation of ***Tenant Signage*** (the '***Tenant Signage Plans***') shall be prepared by Tenant in accordance with the Landlord, whose approval shall not be unreasonably withheld, conditioned or delayed, and submitted to Landlord for Landlord's prior ***Notice*** approval **no later than 45 (forty-five)** calendar **days following the *Effective Date* of this *Lease***. Landlord shall approve or state objections within 2 (two) business days following submission of ***Tenant Signage Plans***. Except as approved by Landlord in writing, no sign, placard or advertisement, or exterior or interior window sign, placard or advertisement shall be painted, erected or displayed on the storefront of windows of the ***Leased Premises*** and no awnings shall be erected on the ***Leased Premises***. Tenant shall maintain all display windows in a neat, attractive condition.

B. Notwithstanding the foregoing and/or any other provision in this ***Lease*** to the contrary: (i) Tenant shall not install any exterior signage whatsoever until the ***Tenant Signage Plans*** therefor have been reviewed and pre-approved by Landlord in writing; (ii) ***Tenant Signage*** must strictly comply and be constructed in conformity with all applicable city ordinances, specific signage provided in Exhibit C (if applicable), and Landlord's ***Rules and Regulations*** Signage criteria provided in Exhibit E; (iii) Tenant shall not, without the prior written consent of Landlord, install any other signage on the exterior of the ***Leased Premises*** or upon or about the ***Neighborhood Center***, or upon the interior of the ***Leased Premises*** if such sign is visible from the exterior of the ***Leased Premises***, but may, upon Landlord's prior approval of such banners, display 1 (one) pre-opening "Coming Soon" banner, provided such banner shall not be displayed more than 60 (sixty) calendar days before the Tenant's ***Opening Date***, and 1 (one) "Now Open" banner for 90 (ninety) calendar days after Tenant's ***Opening Date***; (iv) Tenant shall not hold Landlord responsible and hereby waives any claims against Landlord should any governing or regulatory agency or other private concern prohibit Tenant from installing ***Tenant Signage***; and (v) Tenant further agrees to indemnify, defend, and hold Landlord harmless from any and all claims, actions, demands, suits, losses, costs, expenses, and liabilities whatsoever, including reasonable attorney's fees and expenses of litigation, on account of any real or claimed damage or liability, and from all liens, claims, and demands arising out of Tenant's failure or alleged failure to comply with any deed restrictions, ordinances, rules and other laws or regulations. Notwithstanding the foregoing or any other provision in this ***Lease*** to the contrary, Landlord shall have the right (but not the ***Obligations***) any time during the ***Term*** of this ***Lease*** to install new and/or replace any existing pole and/or ***Pylon Sign*** in the ***Neighborhood Center*** and in such event, Tenant shall be entitled to its pro-rated share of any future multitenant signs built upon or around the ***Neighborhood Center*** for the benefit of all tenants of the ***Neighborhood Center*** in a location to be determined by Landlord in its sole discretion.

C. Tenant shall be fully responsible for any and all repairs, maintenance, replacement and electrical utility service provided to and used by any of Tenant's signage throughout the ***Lease Term*** and shall indemnify and hold Landlord harmless from and against any liability relating thereto. Upon the ***Termination Date*** or earlier termination of this ***Lease***, Tenant shall remove all of its signage, at its sole cost and expense, repair any damages caused by such removal and replace any sign panels on the monument sign with new plastic, blank, white panels. In the event Tenant fails to: (i) remove Tenant's signs and/or panels, (ii) fails to complete any repairs due to such removal and/or (iii) fails to replace Tenant's panel signs with blank white panels as required herein, Landlord reserves the right to do so and Tenant shall promptly reimburse Landlord for any such costs and expenses plus an administrative charge of 15% (fifteen percent) of such costs within 15 (fifteen) business days after the date of Landlord's ***Notice*** demand thereof.

D. Except as otherwise expressly permitted in this ***Lease***, no signs, symbols, identifying marks, tents, balloons and/or any other advertising medium whatsoever shall be placed in or upon the ***Neighborhood Center***, including, without limitation, the following: the exterior of the ***Leased Premises***, the ***Common Area***, parking lot, roof, halls, entrances or exterior of the ***Neighborhood Center***, or upon the doors or walls of the ***Leased Premises*** without prior written approval of Landlord. If Tenant violates this Section 9.01D and such violation is not cured within 15 (fifteen) calendar days after the date of Landlord's ***Notice*** thereof, Landlord may elect, in lieu of exercising any other remedies under this ***Lease*** available to Landlord, to charge Tenant liquidated damages equal to $500.00 (Five hundred and no/100 dollars) per occurrence and for each calendar day Tenant violates this Section 9.01D. The ***Parties*** hereby agree and stipulate that the liquidated damages set forth above are a reasonable forecast of just compensation of the harm caused by Tenant's violation hereunder and do not constitute a penalty since the harm to Landlord and other tenants in the ***Neighborhood Center*** due to Tenant's violation is not reasonably capable of estimation and/or calculation with any degree of certainty. Any such liquidated damages shall be payable as ***Additional Rent*** under this ***Lease***, and shall be payable to Landlord immediately on demand.

Section 9.02 Other Signage. During the period beginning 6 (six) months before the end of the ***Term***, and during any period in which Tenant is in default hereunder and such ***Tenant Event of Default*** has remained uncured for at least 30 (thirty) calendar days, Landlord shall have the right to erect on the ***Leased Premises*** signs indicating that the ***Leased Premises*** are available for lease.

ARTICLE X. Utilities

Section 10.01 Building Utilities.

A. Landlord shall cause the necessary mains, conduits and other facilities to be provided to make water, sewer, phone, refuse collection, and electricity available to the ***Leased Premises***. The foregoing provisions shall not require Landlord to pay any utility or other deposits or charges of any kind or nature on behalf of Tenant for utility services used in the ***Leased Premises***. Landlord shall not be liable to Tenant in damages or otherwise if the said utilities or services are interrupted or terminated because of necessary repairs, installations or improvements, or any cause beyond Landlord's reasonable control, nor shall any such interruption or termination relieve Tenant of the performance of any of its ***Tenant Obligations*** hereunder. No interruption shall be construed as either a constructive or actual eviction of Tenant or cause any abatement of ***Rent*** unless due to the gross negligence or willful misconduct of Landlord. If the interruption of '***Essential Required Services***' (as defined herein) is caused by the gross negligence or willful misconduct of Landlord, its employees, contractors, subcontractors or agents or lies within Landlord's reasonable control and such interruption renders any portion of the ***Leased Premises***, as applicable, unusable by Tenant for its intended purpose, then if such ***Essential Required Services*** are not restored within 5 (five) consecutive business days following ***Notice*** to Landlord of the initial interruption of Essential Required Services, Tenant shall receive an abatement of all ***Base Rent*** and ***Additional Rent*** as to the portion of the ***Leased Premises***, as applicable, rendered unusable for its intended purpose beginning on the 6th (sixth) consecutive business day following ***Notice*** to Landlord of the initial interruption of ***Essential Required Services*** until such ***Essential Required Services*** are restored. The foregoing ***Rent*** abatement shall be Tenant's sole recourse in the event of an interruption of an Essential Required Service. In no event shall Landlord be liable for damages by reason of loss of profits, business interruption or other consequential damages. The provisions of this Section 10.01 do not apply in the case of a casualty or condemnation under ARTICLE XVII and ARTICLE XVIII hereof, which provisions shall govern in such circumstances. As used herein, the term **'*Essential Required Services*'** means any one or more of the following services: electricity, water, and sanitary sewer.

B. Tenant agrees that its use of electrical current will at no time exceed the capacity of the electric distribution system for the ***Neighborhood Center*** and Tenant will not make any alteration or addition to Tenant's electrical system without Landlord's prior written consent. If Tenant installs any electrical equipment that overloads the electrical system in the ***Leased Premises*** or the ***Building***, Tenant shall, at its sole cost and expense, be required to make (but only after obtaining Landlord's written approval) whatever changes to such electrical equipment and to the electric wiring in the ***Leased Premises*** as may be necessary in order to remedy such overloading.

Section 10.02 Tenant Utilities.

A. Tenant shall pay, at its sole cost and expense, the sums required to have connected all utility services to the ***Leased Premises***, including, without limitation, the following: any and all utility deposits, water fees, wastewater fees and meter fees should they be required. During the ***Term***, Tenant shall arrange for and at its own cost and expense, pay all charges for telephone, gas, electricity, water, sanitary sewer and all other utilities or services used in, on or about the ***Leased Premises***, and for the removal of ***Trash*** therefrom (if such services are not provided by Landlord) (collectively, the '***Utilities***') before they shall become delinquent, and shall hold Landlord harmless from any charge or liability therefor. Landlord may, if it so elects, furnish one or more utility services to Tenant, and in such event Tenant shall purchase such services as are tendered by Landlord, and shall pay on demand as ***Additional Rent*** the rates established therefor by Landlord, which shall not exceed the lesser of the rates which would be charged to Tenant for the same services if furnished directly by the local public utility company from which Landlord obtains such services or the rates actually charged to Landlord. If Landlord provides water or other utility services to the ***Leased Premises***, Landlord may install (or require Tenant to install) at Tenant's expense, a separate meter or submeter in accordance with Landlord's specifications therefor, to measure the water or other utility services used by the ***Leased Premises***, in which case Tenant shall also pay Landlord, within 10 (ten) calendar days after demand, Landlord's reasonable charges for obtaining, installing, maintaining, and replacing the meter or submeter. If Landlord has required Tenant to install a separate meter or submeter and Tenant has failed to do so within 30 (thirty) calendar days, Landlord may do so on Tenant's behalf, in which case Tenant shall also pay Landlord, within 10 (ten) calendar days after demand, Landlord's reasonable charges for obtaining, installing, maintaining, and replacing the meter or submeter. Landlord may at any time discontinue furnishing any such service without ***Obligations*** to Tenant other than to connect the ***Leased Premises*** to the public utility, if any, furnishing such service.

Section 10.03 Tenant Payments and Other Utility Tenant Obligations.

A. Utility payments shall be made either: (i) directly to the supplier of any Utility separately metered (or sub-metered by Utility) to the ***Leased Premises*** or (ii) directly to Landlord, as ***Additional Rent*** and as part of the ***Common Area Maintenance Costs***, which amount shall be paid in accordance with Section 8.01B.

B. Further, Tenant shall reimburse Landlord for the cost of any excess ***Utilities*** usage in the ***Leased Premises***. If at any time Tenant disputes the amount of any ***Utilities***, Tenant shall pay such disputed amount, and Tenant shall then be required to install separate meters in the ***Leased Premises*** at Tenant's sole cost and expense. From and after the date of the installation of such meters, Tenant shall pay to the appropriate Utility companies all charges for such ***Utilities*** consumed in the ***Leased Premises*** as and when such charges become due and payable.

C. Additionally, Tenant shall pay to Landlord any professional fees and expenses incurred by Landlord for Utility consultants employed in connection with attempts to reduce the Utility costs for the ***Neighborhood Center***.

D. Tenant shall, upon request of Landlord, from time to time during the ***Lease Term***, furnish to Landlord copies of Tenant's Utility bills.

ARTICLE XI. Repairs and Maintenance

Section 11.01 Landlord and Tenant Obligations.

A. Landlord will repair and maintain only the following portions of the ***Leased Premises***: roof (exclusive of any items penetrating the roof that are furnished for solely the ***Leased Premises*** including, without limitation, the following: flashing, waterproofing, or similar components around the rooftop air conditioning units, vents, access hatches, or any other similar, if any); structural portions of the ***Leased Premises*** (consisting only of the foundation, exterior walls, and members supporting the roof); landscaping and irrigation sprinklers; parking components; dumpster structural elements; exterior elements such as lighting; and utility lines located outside the boundaries of the ***Leased Premises*** that serve other premises in common with the ***Leased Premises***. If, however, damage to any of the foregoing is caused by the acts or omissions of Tenant, its agents, contractors, employees, customers or invitees, or any burglar, vandal, or unauthorized entrant, then notwithstanding the provisions of ARTICLE XVII, Tenant shall bear the cost of such repairs. Tenant, at its sole cost and expense, shall maintain and repair all the ***Leased Premises*** and keep the ***Leased Premises*** in good condition and repair and in substantially the same condition as exists upon the completion of ***Tenant's Work***, ordinary wear and tear excepted. Tenant shall give Landlord ***Notice*** of any repair required to be made by Landlord. Additionally, Landlord agrees to comply fully with all applicable laws codes, statutes and ordinances and all conditions and restrictions with regard to the use and condition of the ***Common Area***.

B. All maintenance, repair and replacements to the ***Leased Premises*** other than those required to be made by Landlord in Section 11.01A or ARTICLE XVII will be made by Tenant at Tenant's cost and expense. Tenant's maintenance and ***Tenant Obligations*** regarding repair shall include, but are not to be limited to, the maintenance and repair of the interior of the ***Leased Premises*** including, without limitation, the following: any and all doors, locks, windows and window casements, glazing, heating and air conditioning systems (**"HVAC"**), plumbing, pipes, electrical wiring, and conduits located within and exclusively serving in or about the ***Leased Premises*** and all janitorial services in the ***Leased Premises***. Tenant, Tenant's contractors, subcontractors, employees, agent, or consultant shall not make or permit any penetration through the roof above the ***Leased Premises*** without approval via ***Notice*** from Landlord, whose approval shall not be unreasonably withheld, conditioned or delayed, and Tenant, Tenant's contractors, subcontractors, employees, agent, or consultant shall be responsible for all rooftop flashing, waterproofing, or similar components around the rooftop air conditioning units, vents, access hatches, or any other similar, if any. If any such roof penetration is required in connection with Tenant's repair responsibilities, Tenant shall use a contractor approved by Landlord and any work shall be done so as to not void the warranty on the roof benefitting Landlord. If Landlord considers necessary any repairs, maintenance or replacements required to be performed by Tenant, under this ***Lease***, and if Tenant refuses, or neglects to perform same after reasonable ***Notice*** (except in the event of an emergency, when no prior ***Notice*** shall be required), Landlord shall have the right (but no ***Obligations***), to perform such repair, maintenance or replacement and Tenant will pay the cost thereof on demand.

Section 11.02 HVAC. Tenant shall at its cost keep the HVAC system serving only the ***Leased Premises*** in good repair, making repairs and replacements as needed throughout the entire ***Lease Term***, including the portions of the HVAC system that are outside of the ***Leased Premises***. Tenant shall at its expense enter into a regularly scheduled (no less than quarterly as relates to HVAC) preventive maintenance/service contract with a maintenance contractor for the servicing of all hot water, heating and air conditioning systems and equipment within the ***Leased Premises*** no less than quarterly. Tenant shall use a maintenance contractor preferred by Landlord or, if Landlord does not have a preferred maintenance contractor, Tenant may use a maintenance contractor (pursuant to a maintenance contract) approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. The service contract must include all services suggested by the equipment manufacturer within the operation/maintenance manual and must become effective (and a copy thereof delivered to Landlord) prior to the Tenant's ***Opening Date***. Tenant shall provide Landlord a copy of such contract and from time to time upon request furnish proof reasonably satisfactory to Landlord that all such systems and equipment are being serviced in accordance with the maintenance/service contract. Additionally, Tenant will, within 15 (fifteen) calendar days after ***Notice*** by Landlord or its agent, furnish to Landlord true and correct copies of Tenant's annual fire/life safety equipment inspections if applicable and quarterly HVAC equipment inspections at the ***Leased Premises***. Within the 30 (thirty) calendar day period preceding move-out by Tenant, Tenant shall have the HVAC systems and equipment checked and serviced to ensure proper functioning and shall furnish Landlord satisfactory proof thereof upon request. Repairs must be completed by trained, qualified and insured repair persons and/or companies. Landlord may at its option enter into a service contract covering Tenant's HVAC system and equipment, along with equipment of other tenants, and periodic replacement of filters or other replaceable parts. If Landlord enters such a service contract, Tenant will pay its share of the cost of such service monthly as ***Additional Rent***.

Section 11.03 Leased Premises Condition. Tenant will maintain the ***Leased Premises*** in a clean, attractive, sanitary and tenantable condition and in good repair, and shall keep adjacent sidewalks clear of Tenant's debris, subject to ordinary wear and tear. Upon termination of this ***Lease***, Tenant will surrender the ***Leased Premises*** to Landlord broom-clean and in the same condition in which they existed at the commencement of this ***Lease***, excepting only ordinary wear and tear, damage arising from acts of God, condemnation and any damage required hereunder to be repaired by Landlord and shall deliver to Landlord all keys to the ***Leased Premises***.

Section 11.04 ADA. Tenant shall be responsible for any accommodations or alterations that need to be made within the ***Leased Premises*** to accommodate disabled employees and customers of Tenant, including the requirements under the Americans with Disabilities Act. Any alterations made within the ***Leased Premises*** in order to comply with any such law must be made solely at Tenant's expense and in compliance with all terms and requirements of the ***Lease***. Landlord shall be responsible for any accommodations or alterations that need to be made within the ***Building*** outside of the ***Leased Premises*** to accommodate disabled employees and customers of the ***Building***, including the requirements under the Americans with Disabilities Act.

Section 11.05 Mold. It is agreed and understood that mold spores are present essentially everywhere and that mold can grow in almost any moist location. Emphasis is properly placed on the prevention of moisture and on good housekeeping and ventilation practices. Tenant acknowledges the necessity of housekeeping, ventilation, and moisture control (especially in kitchens, janitor's closets, bathrooms, break rooms and around outside walls) for mold prevention. By accepting delivery of the ***Leased Premises*** on the ***Delivery Date*** and per execution of Exhibit G, Tenant has first inspected the ***Leased Premises*** and certifies that it has not observed mold, mildew or moisture within the ***Leased Premises***. Tenant agrees to immediately give Landlord ***Notice*** if Tenant observes mold, mildew, or moisture conditions (from any source, including leaks), and allow Landlord to evaluate, make recommendations, and take appropriate corrective action, which action shall be taken at Tenant's sole cost and expense if the mold was caused by the act or omission of Tenant. Tenant waives any claim against Landlord for any bodily injury or damages to property caused by or associated with moisture or the growth of or occurrence of mold or mildew on the ***Leased Premises*** unless such liability is the result of the gross negligence or willful misconduct of Landlord. In addition, execution of this ***Lease*** constitutes acknowledgement by Tenant that control of moisture and mold prevention are integral to its ***Tenant Obligations*** per this ***Lease***.

Section 11.06 Self-Help Remedy. If Landlord shall fail to perform any repair ***Obligations*** required under this ***Lease*** that are materially detrimental to Tenant's business, then Tenant may elect, but shall not be obligated, to make such repairs at Landlord's expense by complying with the following provisions of this Section 11.06. Before making any such repair, Tenant shall deliver to Landlord a ***Notice*** for the need for such repair (**'*Self-Help Request*'**), which ***Notice*** shall specifically advise Landlord that Tenant intends to proceed to complete any or all such repairs on behalf of Landlord. Should Landlord fail, within 30 (thirty) business days following receipt of the ***Self-Help Request*** (or, (i) if such repair, acts to be done or conditions to be remedied which, by their nature, cannot be performed, done or remedied, as the case may be, within such 30 (thirty) business day period, no default shall be deemed to have occurred if Landlord commences same within such 30 (thirty) business day period and thereafter diligently and continuously prosecutes the same to completion, or (ii) within 24 (twenty-four) hours following ***Notice*** in the event of necessary emergency repairs), to complete the necessary repair or to make other arrangement reasonably satisfactory to Tenant, then Tenant shall have the right to make such repair on behalf of Landlord. Landlord shall reimburse Tenant for the reasonable costs of such repairs within 30 (thirty) business days following receipt of costs incurred by Tenant (only if evidenced by invoices and receipts); provided however that: (i) Tenant shall indemnify Landlord against any damage to the ***Building*** resulting from Tenant's effecting repair; (ii) that in no event shall Tenant have the right to offset ***Rent*** against such costs; and (iii) If Landlord disputes the said amount or the liability, Landlord may contest its liability or the amount thereof per the terms of the ***Lease Agreement***. The self-help and reimbursement remedy described herein is herein and hereafter referred to as the **'*Self-Help Request*'**. In the event that the work could affect the ***Building***'s structural, main electrical, HVAC (if applicable), roofing or main plumbing components or systems, then Tenant shall use only those contractors used by Landlord in the construction of the ***Building*** for such work. If those contractors are unwilling or unable to perform the work, Tenant may retain the services of qualified, reputable contractors.

ARTICLE XII. Insurance

Section 12.01 Landlord's Insurance. Landlord may procure and maintain throughout the ***Lease Term*** full and adequate insurance for the ***Neighborhood Center*** that Landlord, in its reasonable discretion, considers appropriate; provided, however, Landlord's property insurance policy shall be a causes of loss-special form policy for the full replacement cost of the ***Neighborhood Center***'s ***Core & Shell Building*** with ordinance or law coverage. Landlord shall take out and maintain fire and extended coverage insurance on the ***Core & Shell Building*** containing the ***Leased Premises*** in an amount equal to at least 80% (eighty percent) of its replacement cost, excluding the items which Tenant is required to insure under **Exhibit G**. Landlord may elect, at any time, to self-insure against any loss covered by a fire and extended coverage insurance policy.

Section 12.02 Tenant's Insurance. During the ***Lease Term***, Tenant shall, at its sole cost and expense, procure and maintain the insurance coverages and comply with the requirements set forth in Exhibit D. The coverages set forth in Exhibit D are minimum requirements and not a determination as to all of the coverages and maximum limits that Tenant should carry. The failure of Landlord to demand full compliance by Tenant with respect to the minimum coverages outlined in Exhibit D shall not constitute a waiver by Landlord with respect to ***Tenant Obligations*** to maintain such coverages. If required by a ***Mortgagee of Landlord*** of the ***Neighborhood Center***, Landlord shall purchase such other insurance policies and/or endorsements or increase the policy limits of any policy set forth on Exhibit D. **Tenant shall provide, Landlord approved certificates of insurance for property and liability no later than 5 (five)** calendar **days after the *Commencement Date*** per the terms of this ARTICLE XII and Exhibit D. If Tenant fails to provide evidence of insurance required to be provided by Tenant hereunder, prior to commencement of the ***Term*** and thereafter during the ***Term***, within 10 (ten) calendar days following Landlord's request thereof, and 10 (ten) calendar days prior to the expiration date of any such coverage, Landlord will be authorized (but not required) to procure such coverage in the amount stated with all costs thereof, plus an administrative fee of 15% (fifteen percent) of such costs, to be chargeable to Tenant and payable upon ***Notice*** by Landlord to Tenant with written invoice thereof. The limits of insurance required by this ***Lease***, or as carried by Tenant, will not limit the liability of Tenant or relieve Tenant of any of its ***Tenant Obligations*** thereunder. Any deductibles selected by Tenant will be the sole responsibility of Tenant. Landlord may, at its sole discretion and via ***Notice***, change the insurance policy limits and forms which are required to be provided by Tenant; such changes will be made to conform with common insurance requirements for similar properties in similar geographic locations. Landlord will not change required insurance limits or forms more often than once per calendar year. It is expressly understood and agreed that the foregoing minimum limits of insurance coverage shall not limit the liability of Tenant for its acts or omissions as provided in this ***Lease***. If at any time during the ***Term***, alcohol is sold, given away, or consumed upon or from the ***Leased Premises*** which is allowable if, and only if, specifically stated as a **'*Permitted Use*'** per this ***Lease Agreement***, Tenant shall, at its sole expense, obtain, maintain and keep in force, adequate **'*Dram Shop*'** insurance protecting Tenant, Landlord, and any ***Mortgagee of Landlord*** (if any) in connection therewith, with policy limits covering the full amount of potential liability required from time to time under the laws of the State of Texas or a limit of liability as set forth on Exhibit D, whichever is greater. Said policies shall be with such companies which are authorized to write such coverage in the State of Texas, shall be acceptable to Landlord and copies shall be maintained on file with Landlord and shall contain non-cancellation clauses unless Landlord is provided at least 30 (thirty) calendar days prior ***Notice*** of such proposed cancellation. If Tenant fails to obtain such insurance, Landlord may purchase same and if unable to do same, then Alcohol sales shall be suspended until such coverage is once again in full force and effect. If at any time during the ***Term***, alcohol is sold, given away, or consumed upon, from, or about the ***Leased Premises*** and it is NOT allowable and/or NOT specifically stated as a **'*Permitted Use*'** per this ***Lease Agreement*** then the provisions of Section 4.08 shall apply.

Section 12.03 Blanket Insurance Policies. Insurance carried by Landlord or Tenant may be carried under blanket insurance policies covering other properties so long as the limits of liability are not thereby reduced.

ARTICLE XIII. Alterations

Section 13.01 Alterations. Tenant shall not make any alterations, including exterior or structural, in any portion of the ***Leased Premises*** and/or the ***Neighborhood Center*** without, in each instance, first obtaining the written consent of Landlord, which may be given or withheld in Landlord's sole discretion. Notwithstanding the above to the contrary, Tenant may make ***Permitted Alterations*** (as defined below) without Landlord's consent. Without limiting the generality of the foregoing, Tenant shall not, without Landlord's prior written consent, install any blinds, curtains, tinting, window stickers, painting of the windows or the like in or to the storefront or other doors or windows of the ***Leased Premises***. **'*Permitted Alterations*'** shall include alterations to the interior of the ***Leased Premises*** which are solely cosmetic in nature and do not include any changes to mechanical, plumbing, electrical and/or structural systems in the ***Leased Premises***. As an example of ***Permitted Alterations*** and not in limitation thereof, ***Permitted Alterations*** include painting, changing lighting fixtures, installation of cabinetry and millwork, window displays and non-structural partitions. Upon termination of this ***Lease***, all alterations, additions and improvements provided for herein shall become, except as otherwise provided herein, the property of Landlord, subject to the terms of this ***Lease***.

Section 13.02 Workmanship. Any ***Permitted Alterations*** to the ***Leased Premises*** shall conform in material and workmanship to that of the original construction of the ***Leased Premises*** and shall be performed in a good and workmanlike manner. All such ***Permitted Alterations***, upon completion thereof, shall become a part of the ***Leased Premises***. ***Permitted Alterations*** requiring building permits shall be performed pursuant to plans and specifications prepared by a duly licensed architect or engineer per those requirements in Exhibit C and shall be done pursuant to a validly issued building permit and in conformity with all applicable laws, codes and ordinances. Any construction or ***Permitted Alterations*** of the ***Leased Premises*** shall not injure or adversely affect the value of the ***Leased Premises*** or disturb other tenants in the ***Neighborhood Center***. All Tenant construction schedules must be approved by Landlord, and if any construction or ***Permitted Alterations*** of the ***Leased Premises*** a ***Disturbance*** per the definition stated in Section 4.03C, then such specific part of construction that causes the disruption must be done outside of regular business hours and only if approved by Landlord via ***Notice***.

ARTICLE XIV. Fixtures and Personal Property

Section 14.01 Any trade fixtures, business equipment, trademarked items, signs, and other personal property of Tenant shall remain the property of Tenant (collectively, **'*Removable Trade Fixtures*'**). Tenant shall have the right, provided there is no ***Tenant Event of Default*** under any of the terms of this ***Lease***, at any time and from time-to-time, and provided that such removal must be made not later than the ***Termination Date*** or earlier termination of this ***Lease***, to remove any and all of the ***Removable Trade Fixtures*** which it may have stored or installed in the ***Leased Premises***. Tenant, at its expense, shall immediately repair any damage occasioned by the removal of the ***Removable Trade Fixtures*** and, upon the ***Termination Date*** or earlier termination of this ***Lease***, shall leave the ***Leased Premises*** in the condition set forth in Section 11.03. ***Tenant Obligations*** to perform this covenant shall survive the expiration or termination of this ***Lease***. Except as set forth in ARTICLE XX, all trade fixtures, equipment, and other personal property of every description, unless removable without damage to the ***Leased Premises*** or removed by Tenant in accordance with the foregoing provisions, shall become the property of Landlord and shall be and remain upon and be surrendered with the ***Leased Premises*** as a part thereof at the termination of this Lease, Tenant hereby waiving any and all rights to any payment or compensation therefore.

ARTICLE XV. Assignment and Subletting

Section 15.01 Notwithstanding any provision herein to the contrary, Tenant agrees not to assign, sublease or in any manner transfer this ***Lease*** without the prior written consent of Landlord, which consent may be withheld, conditioned or delayed in the Landlord's sole discretion. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. Upon request, Tenant shall reimburse Landlord a flat fee of $750.00 (Seven hundred fifty and no/100 dollars) for Landlord's out of pocket costs and expenses incurred in connection with the review and/or approval of any assignment or sublease.

Section 15.02 If Tenant is an entity, then any transfer of this ***Lease*** from Tenant by merger, consolidation or dissolution or any change in ownership or power to vote a majority of the equity interests in Tenant outstanding at the time of execution of this ***Lease*** (or at any future time) shall constitute an assignment for the purposes of all provisions of this ***Lease***.

Section 15.03 If this ***Lease*** is assigned or if the ***Leased Premises*** is subleased (whether in whole or in part) or in the event of the mortgage, pledge, or hypothecation of the leasehold interest or grant of any concession or license within the ***Leased Premises*** or if the ***Leased Premises*** is occupied in whole or in part by anyone other than Tenant, Landlord may nevertheless collect all ***Rent*** and all other amounts due under this ***Lease*** from the assignee, sublessee, mortgagee, pledgee, and/or party to whom the leasehold interest was hypothecated, concessionee, or licensee or other occupant and apply the net amount collected to the amounts payable hereunder, but no such transaction or collection or application thereof by Landlord shall be deemed a waiver of the provisions of this ARTICLE XV or a release of Tenant from the performance by Tenant of its covenants, duties, and ***Tenant Obligations*** hereunder.

ARTICLE XVI. Liability and Indemnity

Section 16.01 Indemnification.

A. SUBJECT TO Section 16.02, TENANT HEREBY COVENANTS THAT LANDLORD SHALL NOT BE LIABLE FOR ANY DAMAGE OR LIABILITY OF ANY KIND OR FOR ANY INJURY TO OR DEATH OF PERSONS OR DAMAGE TO PROPERTY OF TENANT OR ANY OTHER PERSON DURING THE ***Term*** OF THIS ***Lease***, FROM ANY CAUSE WHATSOEVER BY REASON OF THE CONSTRUCTION, USE, OCCUPANCY, OR ENJOYMENT OF THE ***Leased Premises*** OR THE ***Common Area*** OF THE ***Neighborhood Center*** BY TENANT, OR ANY PERSON THEREIN OR HOLDING UNDER TENANT. TENANT HEREBY INDEMNIFIES, DEFENDS, AND HOLDS LANDLORD HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, DEMANDS, SUITS, LOSSES, COSTS, EXPENSES, AND LIABILITIES WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES OF LITIGATION, ON ACCOUNT OF ANY SUCH REAL OR CLAIMED DAMAGE OR LIABILITY, AND FROM ALL LIENS, CLAIMS, AND DEMANDS OCCURRING IN, ON OR ABOUT THE ***Leased Premises***, OR ARISING OUT OF THE CONSTRUCTION, USE, OCCUPANCY, OR ENJOYMENT OF THE ***Leased Premises***, OR ANY REPAIRS OR ALTERATIONS WHICH TENANT MAY MAKE UPON THE ***Leased Premises***, OR OCCASIONED IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF TENANT, ITS AGENTS, CONTRACTORS, SERVANTS OR EMPLOYEES UNLESS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD, ITS AGENTS, REPRESENTATIVES, CONTRACTORS, EMPLOYEES AND/OR INVITEES. THE LIABILITY OF TENANT TO INDEMNIFY LANDLORD SHALL NOT EXTEND TO ANY MATTER AGAINST WHICH LANDLORD SHALL BE EFFECTIVELY PROTECTED BY THE NET PROCEEDS COLLECTED BY LANDLORD (AFTER PAYMENT OF ALL REASONABLE ATTORNEYS' FEES AND OTHER COSTS OF COLLECTION) UNDER AN INSURANCE POLICY ACTUALLY OBTAINED HEREUNDER; HOWEVER, IF ANY SUCH LIABILITY EXCEEDS THE AMOUNT OF SUCH PROCEEDS, THEN SAID LIABILITY OF TENANT SHALL APPLY TO SUCH EXCESS. THIS INDEMNIFICATION SHALL SURVIVE THE ***Termination Date*** OR EARLIER TERMINATION OF THE ***Term*** OF THIS ***Lease***.

B. SUBJECT TO Section 16.02, LANDLORD HEREBY INDEMNIFIES, DEFENDS AND HOLDS TENANT HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, DEMANDS, SUITS, LOSSES, COSTS, EXPENSES, AND LIABILITIES WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES OF LITIGATION RESULTING OR ARISING FROM ANY INJURIES OR DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY IN THE ***Common Area*** OF THE ***Neighborhood Center*** CAUSED BY LANDLORD, UNLESS CAUSED BY THE NEGLIGENCE OF TENANT, ITS AGENTS, REPRESENTATIVES, CONTRACTORS, EMPLOYEES AND/OR INVITEES. THE LIABILITY OF LANDLORD TO INDEMNIFY TENANT SHALL NOT EXTEND TO ANY MATTER AGAINST WHICH TENANT SHALL BE EFFECTIVELY PROTECTED BY THE NET PROCEEDS COLLECTED BY TENANT (AFTER PAYMENT OF ALL REASONABLE ATTORNEYS' FEES AND OTHER COSTS OF COLLECTION) UNDER AN INSURANCE POLICY ACTUALLY OBTAINED HEREUNDER; HOWEVER, IF ANY SUCH LIABILITY EXCEEDS THE AMOUNT OF SUCH PROCEEDS, THEN SAID LIABILITY OF LANDLORD SHALL APPLY TO SUCH EXCESS. THIS INDEMNIFICATION SHALL SURVIVE THE ***Termination Date*** OR EARLIER TERMINATION OF THE ***Term*** OF THIS ***Lease***.

Section 16.02 Waivers of Recovery and Subrogation. Notwithstanding any provision to the contrary herein, each ***Party*** hereby releases and waives all claims, rights of recovery and causes of action that either ***Party*** or any ***Party*** claiming by, through or under such ***Party*** by subrogation or otherwise may now or hereafter have against the other ***Party*** or any of the other ***Party***'s partners, directors, officers, employees or agents for any loss or damage that may occur to, on, or about the ***Neighborhood Center***, ***Leased Premises***, ***Tenant's Work***, or any of the contents of any of the foregoing by reason of fire or other casualty, or any other cause except gross negligence or willful misconduct (but including the negligence of the ***Parties*** or their partners, directors, officers, employees or agents) that could have been insured against under the terms of (i) any standard fire and extended coverage insurance policies required under the terms of this ***Lease***, or (ii) any other loss covered by insurance required to be maintained under the terms of this ***Lease***; provided, however, that this waiver shall be ineffective against any insurer of Landlord or Tenant to the extent that such waiver (i) is prohibited by the laws and insurance regulations of the *State of Texas*, or (ii) would invalidate any insurance coverage of Landlord or Tenant. The waiver set forth in this Section 16.02 shall not apply to any deductibles on policies carried by Landlord or Tenant or to any co-insurance penalty which Landlord or Tenant might sustain. ALL INDEMNITIES, WAIVERS AND OBLIGATIONS TO DEFEND CONTAINED IN THIS ***Lease*** WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAWS FOR THE BENEFIT OF THE APPLICABLE BENEFICIARY THEREOF, EVEN IF THE APPLICABLE CLAIM IS CAUSED BY THE ACTIVE OR PASSIVE, JOINT, CONCURRENT OR COMPARATIVE NEGLIGENCE OF SUCH BENEFICIARY, AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED UPON OR ALLEGED AGAINST SUCH BENEFICIARY, BUT WILL NOT BE ENFORCED TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION HOLDS IN A FINAL JUDGMENT THAT A CLAIM IS CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF SUCH BENEFICIARY.

ARTICLE XVII. Fire and Destruction of Leased Premises

Section 17.01 Casualty.

A. If the ***Leased Premises*** or ***Core & Shell Building*** are damaged or destroyed by fire or other casualty (**'*Casualty*'**), Tenant shall give immediate ***Notice*** thereof to Landlord.

B. Except as otherwise set forth in Section 17.04, if a substantial portion (meaning damage to more than 25% (twenty-five percent) of the ***Core & Shell Building*** and the ***Leased Premises*** (as used in this Section 17.01C and subject to definition of Landlord's ***Obligations*** regarding ***Leased Premises*** as defined in Section 17.05) shall be damaged or destroyed by fire or other ***Casualty***, then Landlord shall have the option to terminate this ***Lease*** by sending ***Notice*** to Tenant within 90 (ninety) calendar days after Landlord's receipt of ***Notice*** of such ***Casualty***. Failure of Landlord to give ***Notice*** within such 90 (ninety) calendar day period shall be deemed an election not to terminate this ***Lease***, and Landlord shall proceed to repair and restore the ***Core & Shell Building***.

C. If the ***Core & Shell Building*** (excluding the ***Leased Premises***) shall be damaged or destroyed by fire or other ***Casualty***, Tenant may terminate this ***Lease*** only if such damage or destruction is so great that it would require in excess of 300 (three hundred) business days after the date of such ***Casualty*** to restore the ***Leased Premises*** within the ***Core & Shell Building*** (exclusive of interior leasehold improvements required to be made by other tenants of the ***Neighborhood Center***) to its respective condition immediately prior to the occurrence of such ***Casualty***. In such event, Tenant shall send ***Notice*** to Landlord of its election to terminate no later than 45 (forty-five) calendar days after the date of such ***Casualty*** as defined in this Section 17.01C, and such particular ***Notice*** as used in this Section 17.01C shall include explanation proof of aforementioned 300 (three hundred) business day required restoration. Failure of Tenant to provide Landlord such ***Notice*** in its entirety including such explanation and proof for required as used in this Section 17.01C shall be deemed an election not to terminate this ***Lease***, and Landlord shall proceed to restore and reconstruct ***Core & Shell Building*** as required hereunder.

Section 17.02 Abatement of Rent. The monthly installments of ***Base Rent*** and ***Common Area Payment*** required to be paid by Tenant pursuant to ARTICLE VII and ARTICLE VIII shall be abated in proportion to the portions of the ***Leased Premises***, if any, which are rendered un-tenantable by ***Casualty*** until repairs of the ***Leased Premises*** are completed, or if the ***Leased Premises*** are not repaired, until the termination date hereof; provided, however, if such ***Casualty*** was caused by the negligence of Tenant, its employees, agents, contractors, or licensees, then all ***Rent*** shall not abate and shall remain due and owing during such period. Other than such abatement, no damages, compensation, or claims shall be payable by Landlord for loss of the use of the whole or any part of the ***Leased Premises***, Tenant's personal property, or any inconvenience, loss of business or annoyance arising from any repair and reconstruction. If this ***Lease*** is terminated as provided in Section 17.01 above, all ***Rent*** shall be apportioned and paid up to the new termination date shall be refunded to Tenant, and the ***Parties*** shall have no further ***Obligations*** hereunder, except for those that specifically survive herein. Landlord shall not be liable for the cost of the repair or replacement of any alterations, improvements, additions, fixtures, furniture, equipment, furnishings, or other personal property which Tenant is obligated to insure or which it may be entitled to remove from the ***Leased Premises*** pursuant to the terms hereof.

Section 17.03 End of Term Casualty. Notwithstanding anything to the contrary herein, Landlord shall have no ***Obligations*** whatsoever to repair, reconstruct, or restore the ***Core & Shell Building*** when the damage resulting from any ***Casualty*** occurs during the last 12 (twelve) months of the ***Primary Term*** or the ***Extension Option Term(s)*** of this ***Lease***, unless Tenant exercises the ***Extension Option Term(s)*** as provided in **Section 05.02** within 30 (thirty) calendar days after such ***Casualty***. If the ***Leased Premises*** are damaged by any ***Casualty*** during the last 12 (twelve) months of the ***Primary Term*** or ***Extension Option Term(s)***, either ***Party*** may, at its option, terminate this ***Lease*** upon ***Notice*** to the other, such termination to be effective as of the date of the ***Casualty*** and any ***Rent*** paid and attributable to the period after such termination date shall be refunded to Tenant.

Section 17.04 Consent of Mortgagee. Notwithstanding anything to the contrary herein, in the event any ***Mortgagee of Landlord*** holding any lien or security interest in the ***Leased Premises*** or the ***Neighborhood Center*** for the performance of an ***Obligations*** of Landlord shall not concur in the application of any insurance proceeds to the repair or reconstruction of the ***Core & Shell Building*** or the ***Neighborhood Center***, Landlord shall not be obligated to repair or reconstruct the ***Core & Shell Building*** or the ***Neighborhood Center*** and may, at its option, terminate this ***Lease***, such termination to be effective as of the date of the ***Casualty*** and any ***Rent*** paid and attributable to the period after such termination date shall be refunded to Tenant.

Section 17.05 Landlord and Tenant's Obligations. Landlord's ***Obligations*** to rebuild and repair under this ARTICLE XVII is limited to restoring the ***Core & Shell Building*** and the ***Leased Premises*** to substantially the condition in which the same existed on the ***Delivery Date***. Tenant shall, promptly after completion of such work by Landlord, proceed with reasonable diligence and at its sole cost and expense, to restore, repair, and replace all alterations, additions, improvements, fixtures, furnishings, inventory, equipment, signs, and personal property located at the ***Leased Premises***, including, without limitation, all the ***Tenant's Work*** as described in in Exhibit C and all other work and items not part of the ***Tenant's Work*** Tenant completed as of the ***Opening Date*** of Tenant's business to substantially the condition in which the same existed prior to such ***Casualty***. Notwithstanding the foregoing or any provision to the contrary in this ***Lease***, Landlord shall not be required to expend any amount in excess of the insurance deductible plus the amount of insurance proceeds available for ***Core & Shell Building*** and ***Landlord's Work***. All restoration work shall be subject to current applicable laws, codes, statutes, and ordinances.

Section 17.06 In any circumstances described above where Landlord elects to repair and restore the ***Core & Shell Building*** and ***Leased Premises*** (as used in Section 17.01C and subject to definition of Landlord's ***Obligations*** regarding ***Leased Premises*** as defined in Section 17.05), this ***Lease*** shall continue in full force and effect, and such repairs will be diligently pursued by Landlord, subject to ***Force Majeure***. ***Base Rent*** shall abate proportionately during the period and to the extent that the ***Leased Premises*** are unfit for use by Tenant and not actually used by Tenant in the ordinary conduct of its business.

ARTICLE XVIII. Condemnation / Eminent Domain

Section 18.01 Total Condemnation. If during the ***Term*** any portion of the ***Leased Premises*** or all or substantially all of the ***Neighborhood Center*** shall be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should all or substantially all of the ***Leased Premises*** or the ***Neighborhood Center*** be sold to the condemning authority under threat of condemnation, and if such taking renders the ***Leased Premises*** unsuitable for its intended use hereunder, this ***Lease*** shall terminate on the date the condemning authority takes possession, all ***Rent*** shall be apportioned and paid up to such termination date, any ***Rent*** paid and attributable to the period after such termination date shall be refunded to Tenant, and the ***Parties*** hereto shall have no further ***Obligations*** hereunder, except for those that specifically survive herein.

Section 18.02 Partial Condemnation. If less than substantially all of the ***Neighborhood Center*** (but none of the ***Leased Premises***) shall be taken as above described, and the ***Leased Premises*** shall continue to be reasonably visible, accessible and tenantable, Landlord shall forthwith restore and reconstruct the ***Neighborhood Center***. However, if any partial condemnation reduces the parking spaces in the ***Neighborhood Center*** below applicable code requirements for the ***Leased Premises*** and Landlord fails to obtain additional parking spaces to satisfy any applicable code requirements within 270 (two hundred seventy) calendar days after the date of such partial condemnation, Tenant may terminate this ***Lease*** by providing Landlord ***Notice*** of its election to terminate no later than 180 (one hundred eighty) calendar days after the date of such partial condemnation. Failure of Tenant to provide Landlord ***Notice*** as required above shall be deemed an election not to terminate this ***Lease***, and Landlord shall proceed to restore and reconstruct as required hereunder.

Section 18.03 Allocation of Award. Landlord shall be entitled to receive and retain any and all condemnation or eminent domain awards or proceeds or any awards or proceeds resulting from any sale under threat of same, and Tenant hereby releases and assigns to Landlord all interest of Tenant, if any, in and to any such awards or proceeds; provided, however, Tenant may pursue a separate claim on its own behalf seeking recovery against the applicable governmental entity or agency for any award and proceeds permitted by applicable law including for fixtures and equipment installed by Tenant in the ***Leased Premises*** and for Tenant's moving and relocation costs and expenses expressly conditioned upon such separate award not reducing or diminishing Landlord's award or proceeds in any manner whatsoever.

Section 18.04 Consent of Mortgagee. Notwithstanding any provision to the contrary in this ***Lease***, in the event any ***Mortgagee of Landlord*** holding any lien or security interest in the ***Leased Premises*** or the ***Neighborhood Center*** for the performance of an ***Obligations*** of Landlord shall not consent to the application of any condemnation award to the restoration or reconstruction of the ***Leased Premises***, the ***Core & Shell Building***, or the ***Neighborhood Center***, Landlord shall not be obligated to restore or reconstruct the ***Leased Premises***, the ***Core & Shell Building***, or the ***Neighborhood Center*** and may, at its option, terminate this ***Lease***, such termination to be effective as of the date the condemning authority takes possession of any portion of the ***Leased Premises*** or the ***Neighborhood Center*** and any ***Rent*** paid and attributable to the period after such termination date shall be refunded to Tenant.

ARTICLE XIX. Disposition of Property

Section 19.01 Tenant Removal of Property. Upon the expiration or termination of this ***Lease***, Tenant shall remove from the ***Leased Premises*** all furniture, moveable fixtures, equipment, inventory and other property installed or placed or permitted at the ***Leased Premises*** by Tenant; however, in no event shall Tenant remove any component of the HVAC system or electrical system, any attached fixture, or any pipes, paneling, wall or floor covering, restroom components including all toilet accessories, ceiling tiles or lighting fixtures.

Section 19.02 Abandonment. Tenant shall not vacate or abandon the ***Leased Premises*** at any time during the ***Term*** of this ***Lease***, and if Tenant shall abandon, vacate, or surrender the ***Leased Premises*** or be dispossessed by process of law, or otherwise, any personal property and trade fixtures belonging to Tenant and left in the ***Leased Premises*** shall be deemed to be abandoned, at the option of Landlord, except such property as Landlord has been notified is mortgaged to or leased from a third party.

Section 19.03 Landlord Removal of Property. In the event that Landlord shall have taken possession of the ***Leased Premises*** in connection with a ***Tenant Event of Default*** or for any other lawful reason, Landlord shall have the right to: (i) Remove from the ***Leased Premises*** and ***Building*** (without the necessity of obtaining a distress warrant, writ of sequestration or other legal process) all or any portion thereof and place same in storage at a location within the county in which the ***Leased Premises*** are located or dispose of same in any manner acceptable to Landlord and in such event, Tenant shall be liable to Landlord for costs incurred by Landlord in connection with such removal, storage and/or disposal and shall indemnify and hold Landlord harmless from all loss, damage, cost, expense and liability in connection with such removal, storage and/or disposal; and (ii) Change the lock(s) to ***Leased Premises***.

Section 19.04 Relocation. By providing Tenant with not less than 180 (one hundred eighty) calendar days advanced ***Notice***, Landlord may require Tenant to relocate to another location in the ***Neighborhood Center***, provided that the other location is equal in size or larger than the ***Leased Premises*** then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. **'*Moving Expenses*'** means reasonable expenses payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's Fixtures and Personal Property required by the relocation, new signage placement, and companies for reprinting Tenant's stationery and business cards. A relocation of Tenant will not change or affect any other provision of the ***Lease*** that is then in effect, except that the description of the suite or unit number will automatically be amended.

ARTICLE XX. Defaults, Remedies, and Determination of Damages

Section 20.01 Each of the following acts or omissions of Tenant or occurrences shall constitute an **'*Tenant Event of Default*'**:

A. Failure or refusal by Tenant to open its door(s) for business (the ***Opening Date***) on or before 240 (two hundred forty) calendar days after the ***Delivery Date*** of the ***Leased Premises*** (a ***Late Opening Event***).

B. Failure or refusal by Tenant to: (i) pay any installment ***Rent***; (ii) pay any other sums owing to Landlord hereunder; and/or (iii) comply with the ***Tenant Obligations*** set forth in ARTICLE VII and/or ARTICLE VIII of this ***Lease*** within 7 (seven) calendar days following ***Notice*** to Tenant of such failure or refusal; provided, however, Landlord shall not be required to provide ***Notice*** to Tenant more than 1 (one) time in any 12 (twelve) month period, following which the failure or refusal to timely: (i) pay any installment ***Rent***; (ii) pay any other sums owing to Landlord hereunder; and/or (iii) comply with the ***Tenant Obligations*** set forth in ARTICLE VII and/or ARTICLE VIII shall all constitute a ***Tenant Event of Default*** without ***Notice*** of such non-payment or failure; or

C. Failure or refusal by Tenant to comply with the ***Tenant Obligations*** set forth in ARTICLE III and/or ARTICLE IV of this ***Lease*** and such failure or refusal continues for a period of 30 (thirty) calendar days after ***Notice*** thereof to Tenant; or

D. Tenant shall fail to fulfill or perform, in whole or in part, any of its ***Tenant Obligations*** under this ***Lease Agreement*** (other than the payment of ***Rent*** or any other monies and provisions and terms of the ***Lease Agreement*** per Section 20.01A and Section 20.01C above) and such failure or non-performance shall continue for a period of 30 (thirty) calendar days after ***Notice*** thereof has been given by Landlord to Tenant; provided, however, that if such ***Tenant Event of Default*** does not materially impair the rights and benefits of Landlord hereunder and is curable, but requires work to be performed, acts to be done or conditions to be remedied which, by their nature, cannot be performed, done or remedied, as the case may be, within such 30 (thirty) calendar day period, no ***Tenant Event of Default*** shall be deemed to have occurred if Tenant commences same within such 30 (thirty) calendar day period and thereafter diligently and continuously prosecutes the same to completion within 60 (sixty) calendar days of such ***Notice***; or

E. Tenant takes any action to, or notifies Landlord that Tenant intends to, file a petition under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute, or Tenant notifies Landlord that it knows such a petition will be filed, or a petition is involuntarily filed against Tenant, and the same is not dismissed within 90 (ninety) calendar days thereafter; or the appointment of a receiver or trustee to take possession of substantially all of Tenant's assets located at the ***Leased Premises*** or of Tenant's interest in this ***Lease*** which appointment is not released within 90 (ninety) calendar days thereafter; or the attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the ***Leased Premises*** or of Tenant's interest in this ***Lease***; or

F. Abandonment or vacating of the ***Leased Premises*** or any significant portion thereof; or

G. Any other action, situation, or otherwise stated herein this ***Lease Agreement*** or its ***Exhibits*** that constitutes a ***Tenant Event of Default***.

Section 20.02 Landlord's Remedies.

A. This ***Lease*** and the ***Term*** and estate hereby granted and the demise hereby made are subject to the limitation that if and whenever any ***Tenant Event of Default*** shall occur, after such ***Notice***, if any, as is provided in Section 20.01, Landlord may, at its option, in addition to all other rights and remedies given hereunder or by law or equity, do any one or more of the following:

i. Terminate this ***Lease*** or Tenant's right to possession of the ***Leased Premises***; in either event, Tenant shall immediately surrender possession of the ***Leased Premises*** to Landlord; or

ii. Enter upon and take possession of the ***Leased Premises*** and expel or remove Tenant and any other occupant therefrom, with or without having terminated the ***Lease***.

B. Exercise by Landlord of any one or more remedies granted or otherwise available shall not be deemed to be an acceptance of surrender of the ***Leased Premises*** by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement between Landlord and Tenant.

C. Upon the occurrence of a ***Tenant Event of Default***, provided Landlord has given the ***Notice*** required in this ***Lease***, Landlord shall not be obligated to give any additional ***Notice*** prior to exercising any available remedy. Tenant hereby waives any and all ***Notice***s required under statutory or common law in favor of the ***Notice***s set forth herein. To the extent of any inconsistency between this ***Lease*** and any statutory or common law this Lease shall prevail to the extent permitted by applicable law.

D. If Tenant should fail to make any payment or cure any ***Tenant Event of Default*** hereunder within the time herein permitted, Landlord, without being under any ***Obligations*** to do so and without thereby waiving such ***Tenant Event of Default***, may make such payment and/or remedy such other ***Tenant Event of Default*** for the account of Tenant (and enter the ***Leased Premises*** for such purpose), and thereupon Tenant shall be obligated to, and hereby agrees to pay Landlord, upon demand, all costs, expenses and disbursements incurred by Landlord in taking such remedial action.

Section 20.03 In the event Landlord elects to terminate this ***Lease*** due to a ***Tenant Event of Default*** or in the event Landlord elects to terminate Tenant's right to possession of the ***Leased Premises*** without terminating this ***Lease***, Tenant shall be liable for all ***Rent*** and other ***Indebtedness*** accrued to the date of such termination, plus such future ***Rent*** and other ***Indebtedness*** as would otherwise have been required to be paid by Tenant to Landlord during the balance of the ***Lease Term***. Actions to collect amounts due may be brought from time to time during the aforesaid period, on one or more occasions, without the necessity of waiting until the expiration of such period. In case of a ***Tenant Event of Default***, Tenant shall be liable for and shall pay to Landlord, in addition to all other amounts due under this ***Lease***: (i) broker's fees incurred by Landlord in connection with reletting the whole or any part of the ***Leased Premises***; (ii) broker's fees paid by Landlord in association with this current ***Lease***, (iii) the costs of repairing or otherwise putting the ***Leased Premises*** into condition acceptable to a new tenant or tenants; and (iv) all reasonable expenses incurred by Landlord in enforcing Landlord's remedies.

Section 20.04 In the event Landlord shall have recaptured possession of the ***Leased Premises*** due to a ***Tenant Event of Default***, Landlord, shall have a duty to make a "reasonable attempt" to relet the ***Leased Premises***. Landlord shall not be liable, nor shall ***Tenant Obligations*** hereunder be diminished, because of Landlord's failure to actually relet the ***Leased Premises*** or collect ***Rent*** due with respect to such reletting so long as Landlord has fulfilled its duty under this Section 20.04. Landlord shall be deemed to have made a "reasonable attempt" to relet the ***Leased Premises*** by doing the following: (i) posting a "For Lease" sign on the ***Leased Premises*** that includes Landlord telephone contact number; and (ii) showing the availability of the ***Leased Premises*** for lease so as to alert Landlord's leasing brokers. Landlord shall not be required to give any preference or priority to the leasing of the ***Leased Premises*** over any other space that Landlord may have available in the ***Building***. Landlord shall not be required to: (i) accept any proposed tenant unless such tenant has a credit-worthiness acceptable to Landlord in its sole discretion; or (ii) accept any proposed tenant unless such tenant leases the entire ***Leased Premises*** upon terms and conditions satisfactory to Landlord, in Landlord's sole discretion, having taken into consideration all expenditures for requested tenant improvements, broker's commissions, and any other leasing cost. Any proceeds received from reletting the ***Leased Premises*** shall first be applied toward any costs or expenses incurred by Landlord as a result of the ***Tenant Event of Default***, including, without limitation, the following: leasing and brokerage fees (including expenses to third party brokers, to Landlord's affiliates or employees of Landlord and its affiliates), attorney fees, and construction expenses (whether paid to a third party contractor or given as a construction allowance to the successor occupant of the ***Leased Premises***). In no event shall Tenant be entitled to any excess of ***Rent*** (or ***Rent*** plus other sums) obtained by reletting the ***Leased Premises*** over and above the ***Rent*** herein reserved.

Section 20.05 In the event of any default by Landlord, Tenant's exclusive remedy shall be either: (i) an action for damages; or (ii) an action for specific performance in connection with Landlord's repair responsibilities affecting the ***Leased Premises***, or repair responsibilities affecting the ***Common Area*** adjacent to the ***Leased Premises*** if as result of Landlord's action (or inaction), Tenant, its employees and customers cannot gain access to or use the ***Leased Premises*** during regular business hours. Prior to commencing any legal action Tenant shall give Landlord ***Notice*** specifying any alleged default in reasonable detail, and Landlord shall thereupon have a reasonable period of time, but in no event less than 30 (thirty) calendar days and in no event more than 60 (sixty) calendar days, in which to commence to cure such default or provide a reasonable plan to Tenant in which to commence to cure such default. If Landlord fails to commence to cure such default or, having so commenced, thereafter fails to exercise reasonable diligence to complete such curing, Tenant may exercise any remedy set forth in this Section 20.05. In addition, Tenant shall, prior to the exercise of any such remedies, provide each ***Mortgagee of Landlord*** (in each instance, only as to those entities of which Tenant has ***Notice*** of their interest) with a ***Notice*** and reasonable time to cure any default by Landlord, such time to cure being at minimum the amount of time to cure given to Landlord (which time periods shall run concurrently). All ***Obligations*** of Landlord hereunder will be construed as independent covenants, not conditions; and all such ***Obligations*** will be binding upon Landlord only during the period of its possession of the ***Building*** and not thereafter.

ARTICLE XXI. Non-Wavier of Default

Section 21.01 Neither Landlord's acceptance of ***Rent*** or any other sums payable by Tenant hereunder (or any portion thereof), nor failure by Landlord or Tenant to complain of any action, non-action or default of the other shall constitute a waiver as to any breach of any covenant or condition contained herein nor a waiver of any of Landlord's or Tenant's rights hereunder. Waiver by Landlord or Tenant of any right shall not constitute a waiver of any other right or for any prior or subsequent default of the same ***Obligations***. No right or remedy of Landlord or Tenant hereunder or covenant, duty or ***Obligations*** hereunder shall be deemed waived unless such waiver is in writing and signed by the ***Party*** waiving such right.

ARTICLE XXII. Landlord's Mortgagee, Liens

Section 22.01 Tenant agrees that its interest under this ***Lease*** shall be subordinate to the lien of any mortgage, deed of trust or similar device now or hereafter placed upon the ***Leased Premises*** or all or any portion of the ***Building*** by Landlord (each, a '***Superior Lien***') if the mortgagee or beneficiary under said deed of trust or lender for whose benefit any other security device is created (the '***Mortgagee of Landlord***') so elects, and, upon ***Notice*** to Tenant of such election, Tenant will execute any instruments required to evidence such subordination (a '***Notice of Subordination***'). Notwithstanding the foregoing, ***Mortgagee of Landlord*** shall have the right to subordinate the lien of the ***Mortgagee of Landlord*** to Tenant interest under this ***Lease*** by filing a ***Notice of Subordination*** with the County Clerk of Harris County, Texas, at any time before ***Mortgagee of Landlord*** conducts a foreclosure or exercises the power of sale pursuant to the instrument creating such lien. In the event of foreclosure or the exercise of the power of sale under the instrument creating lien of ***Mortgagee of Landlord*** covering the ***Leased Premises***, (a) Tenant shall attorn to the successor owner (the '***New Owner***') and recognize the ***New Owner*** as '***Landlord***' under this ***Lease***; (b) such ***New Owner*** shall have no liability for any liabilities of Landlord accruing prior to the time that such ***New Owner*** takes title to the ***Leased Premises***; (c) the New Owner will be relieved from the ***Obligations*** to cure existing defaults under this ***Lease***, other than defaults of a continuing nature of which the ***Mortgagee of Landlord*** has received notice, and in respect of which Tenant has afforded the ***Mortgagee of Landlord*** notice and an opportunity to cure as set forth in this Section 22.01; (d) the ***New Owner*** shall be relieved from the ***Obligations*** to return any ***Security Deposit*** under this ***Lease*** not actually received by ***Mortgagee of Landlord*** or the ***New Owner***; and (e) the ***New Owner*** shall not be bound by ***Base Rent*** paid to Landlord more than one month in advance. As a condition to the effectiveness of the subordination and attornment ***Obligations*** in this Section 22.01, Landlord will obtain a non-disturbance agreement, in a form commercially reasonably acceptable to Landlord and Tenant, from the holder of any ***Superior Lien***. The non-disturbance agreement will provide that Tenant will not be disturbed by the holder of such ***Superior Lien*** so long as no ***Tenant Event of Default*** has occurred and is continuing.

Section 22.02 Landlord and Tenant shall execute and deliver to each other, at such time or times as either Landlord or Tenant may request, a certificate stating: (i) whether or not the ***Lease*** is in full force and effect; (ii) whether or not the ***Lease*** has been modified or amended in any respect, and submitting copies of such modifications or amendments, if any; (iii) whether or not there are any existing ***Tenant Event of Default***s under this ***Lease*** to the knowledge of the ***Party*** executing the certificate, and specifying the nature of such ***Tenant Event of Default***s, if any; and (iv) such other information as may be reasonably requested. The aforesaid certificate(s) shall be delivered to Landlord or Tenant, as the case may be, promptly upon receipt of a ***Notice*** request therefor, but in no event more than 10 (ten) calendar days following receipt of such request.

Section 22.03 To secure ***Tenant Obligations*** under this ***Lease***, Tenant grants Landlord a contractual security interest on all of Tenant's furniture, fixtures, and equipment now or hereafter situated in the ***Leased Premises*** and all proceeds therefrom, including insurance proceeds (collectively, '***Collateral***'). No ***Collateral*** shall be removed from the ***Leased Premises*** without Landlord's prior written consent until all of ***Tenant Obligations*** are fully satisfied (except in the ordinary course of business and then only if replaced with items of same or greater value and quality). Upon any ***Tenant Event of Default***, Landlord may, to the fullest extent permitted by Law and in addition to any other remedies provided herein, enter upon the ***Leased Premises*** and take possession of any ***Collateral*** without being held liable for trespass or conversion, and sell the same at public or private sale, after giving Tenant at least 10 (ten) calendar days ***Notice*** (or more if required by Law) of the time and place of such sale. Such ***Notice*** may be sent with or without return receipt requested. Unless prohibited by Law, Landlord may purchase any ***Collateral*** at such sale. Subject to applicable law, the proceeds from such sale, less Landlord's expenses, including reasonable attorneys' fees and other expenses, shall be credited against ***Tenant Obligations***. Any surplus shall be paid to Tenant (or as otherwise required by Law) and any deficiency shall be paid by Tenant to Landlord upon demand. Tenant hereby authorizes Landlord to file a financing statement sufficient to perfect the foregoing security interest, or to file a copy of this ***Lease*** as a financing statement, as permitted under Law. Within 10 (ten) calendar days from the date of receipt by Landlord of ***Notice*** request of Tenant's lender, Landlord shall execute and deliver, a written agreement in a form reasonably acceptable to Landlord and lender whereby Landlord shall subordinate its Landlord's lien and security interests, contractual and statutory, to the security interest arising in favor of Tenant's lender as to the personal property listed in such agreement; provided Tenant shall pay Landlord's reasonable attorney's fees and any actual out-of-pocket expenses incurred in reviewing and negotiating such subordination agreement.

ARTICLE XXIII. Miscellaneous

Section 23.01 **No Recording**. Tenant shall not record this ***Lease*** or any memorandum hereof in the public records of the county where the ***Leased Premises*** are located.

Section 23.02 **Estoppel**. Within 10 (ten) calendar days of ***Notice*** request from Landlord, Tenant shall execute, acknowledge, and deliver to Landlord an instrument stating, if the same be true, and without limitation, that this ***Lease*** is a true and exact copy of the ***Lease*** between the ***Parties*** hereto, that there are no amendments hereof (or stating what amendments there may be), that the same is then in full force and effect and that, to the best of its knowledge, there are no offsets, defenses, or counterclaims with respect to the payment of any sums owing hereunder or in the performance of the other terms, covenants, and conditions hereof on the part of Tenant or Landlord, as the case may be, to be performed, and that as of such date no default has been declared hereunder by either ***Party*** and such other factual matters as may be reasonably requested (An '***Estoppel***'). The ***Estoppel*** shall be executed, acknowledged, and delivered to the Landlord in the format attached hereto as Exhibit J upon ***Notice*** request by Landlord, and/or in a similar format if such ***Notice*** request by Landlord requires similar additional information not specifically mentioned in this Section 23.02.

Section 23.03 **Financial Information**. Within 10 (ten) calendar days after Landlord's request, Tenant shall furnish Tenant's and any ***Guarantor***'s most recent independently audited financial statements (including any notes to them) to Landlord as may have been prepared and certified by an executive officer of Tenant as to accuracy and completeness; provided, such financial statements shall include, at a minimum: (i) a balance sheet showing the then current net worth of Tenant and any ***Guarantor***(s), together with a profit and loss statement for Tenant's most current fiscal year reasonably indicating revenue sales by category, all prepared in accordance with generally accepted accounting principles, and (ii) a certification that there have not been any material changes to such Tenant's or ***Guarantor***'s financial condition as described by the financial statements.

Section 23.04 **Authority**. Landlord and Tenant each represent and warrant that they are duly authorized to execute and deliver this ***Lease*** in accordance with the terms hereof, and that each individual executing this ***Lease*** on behalf of Landlord and Tenant is duly authorized to execute and deliver this ***Lease*** in accordance with duly adopted resolutions of the respective entity which comprises Landlord and Tenant.

Section 23.05 **Brokers**. Each of Landlord and Tenant represents and warrants to the other that it has had no dealing with any broker or agent in connection with the negotiation or execution of this ***Lease*** except as disclosed by ***Notice*** before the signing of this ***Lease***, and each ***Party*** agrees to indemnify, defend and hold the other harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with such ***Party*** with regard to this leasing transaction. Neither ***Party*** shall have any ***Obligations*** to pay any broker's commission or similar fee in connection with this ***Lease*** unless the ***Obligations*** is embodied in a separate written agreement signed by such ***Party*** and any such broker.

Section 23.06 **No Reliance**. TENANT HEREBY ACKNOWLEDGES AND AGREES THAT IT IS NOT RELYING ON ANY REPRESENTATION AND/OR PROMISE OF LANDLORD, LANDLORD PARTIES, LANDLORD'S BROKERS AND/OR AGENTS WHATSOEVER, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS ***Lease***.

Section 23.07 **Attorney's Fees**. Landlord and Tenant hereby agree that in the event either ***Party*** retains an attorney for the purpose of enforcing any claims or demands arising out of or connected with this ***Lease***, the ***Obligations*** of either ***Party*** contained herein or in connection with Tenant's use or occupancy of the ***Leased Premises***, the prevailing ***Party*** shall be entitled to recover from the non-prevailing ***Party*** all of such prevailing ***Party***'s costs and expenses incurred in connection with such action including, without limitation, reasonable attorney's fees.

Section 23.08 Parties Bound. Subject to the prohibitions on assignment by Tenant contained hereinabove, this ***Lease Agreement*** shall be binding upon and inure to the benefit of the ***Parties*** hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns wherever the context so requires or permits.

Section 23.09 Governing Law. This ***Lease Agreement*** shall be construed under and in accordance with the laws of the State of Texas, and all ***Obligations*** of the ***Parties*** created hereunder are performable in Harris County, Texas. The ***Parties*** hereby submit to jurisdiction and venue in the state district courts of Harris County, Texas, for any claim or other litigation that may arise hereunder.

Section 23.10 Governing Area of Performed Money Obligations. All monetary ***Obligations*** of Landlord and Tenant are performable exclusively in Harris County, Texas.

Section 23.11 Legal Construction. The provisions of this ***Lease Agreement*** are severable. In case any one or more of the provisions contained in this ***Lease Agreement*** shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this ***Lease Agreement*** shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 23.12 Amendment. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the ***Effective Date*** and duly executed by the ***Parties*** to this ***Lease***.

Section 23.13 Time of Essence. Time is of the essence with respect to all provisions of this ***Lease***, except that whenever a period of time is herein prescribed for action to be taken by either ***Party*** (other than for ***Tenant Obligations*** under this ***Lease*** that can be performed by the payment of money, including, without limitation, ***Rent Payment*** and maintenance of insurance), such ***Party*** shall not be liable or responsible for and there shall be excluded from the computation of any such period of time, any delays due to a ***Force Majeure***. In all instances where either Landlord or Tenant is required hereunder to pay any sum or do any act at a particular indicated time or within an indicated period, it is understood that time is of the essence.

Section 23.14 Captions and Headings. The captions and headings in this ***Lease*** are inserted only as a matter of convenience and for reference, and they in no way define, limit or describe the scope of this ***Lease*** or the intent of any provision hereof.

Section 23.15 Number and Gender. With respect to terminology in this ***Lease***, each number (singular or plural) shall include all numbers, and each gender (male, female or neuter) shall include all genders. If any provision of this ***Lease*** shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions of the ***Lease***, but such other provisions shall continue in full force and effect. The titles of the Articles in this ***Lease*** shall have no effect and shall neither limit nor amplify the provisions of the ***Lease*** itself. This ***Lease*** shall be binding upon and shall accrue to the benefit of Landlord, its successors and assigns, and Tenant, its permitted successors and assigns.

Section 23.16 Waiver of Consumer Rights (DTPA). Tenant acknowledges and agrees that the *Texas Deceptive Trade Practices - Consumer Protection Act, Section 17.41 et seq.* of the *Texas Business & Commerce Code* (the "DTPA**"**) is not applicable to this lease transaction. Accordingly, Tenant's rights and remedies with respect to any transaction contemplated under this ***Lease***, and with respect to all acts or practices of Landlord, past, present or future, in connection with such transactions, shall be governed by legal principles other than the DTPA. TENANT HEREBY WAIVES ITS RIGHTS, IF ANY, UNDER THE *TEXAS DECEPTIVE TRADE PRACTICES – CONSUMER PROTECTION ACT*, *SECTION 17.41 ET SEQ.*, *BUSINESS & COMMERCE CODE*, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF TENANT'S OWN SELECTION, TENANT VOLUNTARILY CONSENTS TO THIS WAIVER. IN ADDITION, TENANT EXPRESSLY RECOGNIZES AND ACKNOWLEDGES THAT IT: (i) IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION, AND (ii) HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL BUSINESS MATTERS WHICH ENABLE TENANT TO PROPERLY EVALUATE THE MERITS AND RISKS OF THE TRANSACTION CONTEMPLATED BY THIS ***Lease***.

Section 23.17 Waiver of Jury Trial. LANDLORD AND TENANT HEREBY EXPRESSLY WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY ACTION, PROCEEDING AND/OR COUNTERCLAIM, BROUGHT BY EITHER ***Party*** AGAINST THE OTHER ON ANY CLAIM OR MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS ***Lease***, INCLUDING, BUT NOT LIMITED TO, ANY BREACH OF CONTRACT, COVENANT, DUTY OR OTHER OBLIGATION AND/OR ANY TORT CLAIM, THE RELATIONSHIP OF SUCH ***Parties*** AS LANDLORD AND TENANT, TENANT'S USE AND OCCUPANCY OF THE ***Leased Premises*** AND/OR ANY CLAIM OF INJURY OR DAMAGE.

Section 23.18 Independent Covenants. ***Tenant Obligations*** to: (i) pay ***Rent*** and any other sums due and owing by Tenant hereunder, and (ii) to perform any other covenants and duties hereunder constitute independent and unconditional covenants and ***Tenant Obligations*** to be performed at all times as expressly provided in this ***Lease***, save and except only when an abatement thereof or reduction therein is hereinabove expressly provided for and not otherwise, and Tenant shall have no right to withhold, offset or fail to pay any such amounts for any alleged and/or actual default by Landlord or any other reason whatsoever, except as expressly and specifically set forth in this ***Lease***. Tenant waives and relinquishes all rights which Tenant might have to claim any nature of lien against the ***Leased Premises*** and/or the ***Neighborhood Center*** or to withhold, deduct from or offset against any ***Rent*** and other sums due and owing hereunder to be paid Landlord by Tenant, except as expressly set forth in this ***Lease***.

Section 23.19 USA Patriot Act. To the best of Tenant's knowledge, Tenant is currently in compliance with, and covenants to Landlord that Tenant shall at all times during the ***Lease Term*** (including any extension thereof) remain in compliance with, the regulations of the Office of Foreign Assets Control **("OFAC")** of the U.S. Department of Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) and any statute, executive order (including, but not limited to, Executive Order 13224, dated September 24, 2001 and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental, regulatory, or administrative action relating thereto.

Section 23.20 Electronic Signatures. Each of the ***Parties*** hereto agrees that the transaction consisting of this ***Lease Agreement*** (and, to the extent permitted under applicable law, each ***Parties***' certificate, receipt or similar closing document delivered in connection with the closing of this transaction) may be conducted by electronic means. Each ***Party*** agrees, and acknowledges that it is such ***Party***'s intent, that if such ***Party*** signs this ***Lease Agreement*** (or, if applicable, such closing document) using an electronic signature, it is signing, adopting, and accepting this ***Lease Agreement*** or such closing document and that signing this ***Lease Agreement*** or such closing document using an electronic signature is the legal equivalent of having placed its handwritten signature on this ***Lease Agreement*** or such closing document on paper. The use of electronic signatures and electronic records (including, without limitation, any electronic symbol or process attached to, or associated with, a contract or other record created, generated, sent, communicated, received, or stored by electronic means and adopted by a Person with the intent to sign, authenticate or accept such contract or record) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Texas Electronic Signatures Act, and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code. Facsimile or .pdf signatures shall be binding on all ***Parties*** and deemed the same as originals. A true and correct copy or a .pdf attachment via ***Email*** (or ***Notice***) of a fully executed version of this ***Lease Agreement*** shall have the same force and effect as the executed original thereof.

Section 23.21 Unconditional Guaranty of Lease. This ***Lease*** is hereby personally guaranteed by ***Brennan Layne Cross, jointly and severally liable with Lori Dee Brazzil-Cross***, an individual (hereinafter referred to as **'*Guarantor*'**, whether one or more), as more particularly set forth on Exhibit F (the Unconditional **'*Guaranty*'**) attached hereto and incorporated herein by reference for all purposes (herein referred to as **'*Guaranty*'**). If there is a default by ***Guarantor*** under the ***Guaranty***, such default shall constitute an ***Tenant Event of Default*** under this ***Lease*** without further ***Notice*** to Tenant.

Section 23.22 Non-Disclosure / Confidentiality. Tenant acknowledges that all of the terms and conditions of this ***Lease*** are to remain confidential for Landlord's benefit, and, except as otherwise provided herein, must not be disclosed by Tenant to anyone, by any manner or means, directly or indirectly, without Landlord's prior written consent. The consent by Landlord to any disclosures shall not be deemed to be a waiver on the part of Landlord of any prohibition against any future disclosure.

Section 23.23 Air Rights / Building Closure. This ***Lease*** does not grant any rights to light or air over or about the ***Building***. Notwithstanding any provision in this ***Lease*** to the contrary, Landlord excepts and reserves exclusively to its self the use of: (i) roofs, (ii) rights to the land and improvements below the floor of the ***Leased Premises***, (iii) the improvements and air rights above the ***Leased Premises***, and (iv) the areas within the ***Leased Premises*** used for the installation of utility lines and other installations serving occupants of the ***Building***. Landlord has the right to make such other changes to the ***Building*** as Landlord deems appropriate, provided the changes do not materially affect Tenant's ability to use the ***Leased Premises*** for the ***Permitted Use***. Landlord shall also have the right (but not the ***Obligations***) to temporarily close the ***Building*** if Landlord reasonably determines that there is an imminent danger of significant damage to the ***Building*** or of personal injury to Landlord's employees or the occupants of the ***Building***. The circumstances under which Landlord may temporarily close the ***Building*** shall include, without limitation, electrical interruptions, hurricanes, and civil disturbances. A closure of the ***Building*** under such circumstances shall not constitute a constructive eviction nor entitle Tenant to an abatement or reduction of ***Rent***.

Section 23.24 No Relationship. Nothing herein contained shall be deemed or construed by the ***Parties*** hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between ***Parties*** hereof, it being understood and agreed that neither the method of computation of ***Rent***, nor any other provisions contained herein, nor any acts of the ***Parties*** hereto, shall be deemed to create any relationship between the ***Parties*** hereto other than the relationship of Landlord and Tenant. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender.

Section 23.25 Tenant Liens. Tenant shall not permit to be created nor to remain un-discharged any lien, encumbrance, or charge arising out of any work or work claim of any contractor, subcontractor, mechanic, laborer, supplier, vendor, materialman engaged by Tenant, or agent of Tenant which might be or become a lien, encumbrance or charge upon the ***Leased Premises***, the ***Neighborhood Center***, the ***Land*** or the income therefrom, and Tenant shall not suffer any other matter or thing whereby the estate, right, and interest of Landlord in the ***Leased Premises***, the ***Neighborhood Center***, and/or the ***Land*** might be impaired. If any notice of lien on account of an alleged debt of Tenant or any contractor, subcontractor, mechanic, laborer, supplier, vendor, materialman, or agent of Tenant or any notice of contract shall be filed against the ***Leased Premises***, the ***Neighborhood Center***, and/or the ***Land*** by a party engaged by Tenant or any contractor, subcontractor, or agent of Tenant, then Tenant shall, within 20 (twenty) calendar days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, or bond in an amount determined by order of a court of competent jurisdiction or otherwise. If Tenant shall fail to timely cause such lien or notice of lien to be discharged by either paying the amounts claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, Landlord shall be entitled, if Landlord so elects, but without obligation to do so, to either defend any prosecution of an action for foreclosure of such lien by the lienor or to bond around or pay and discharge such lien or claim. Any money paid by Landlord and all costs and expenses, including attorney's fees and expenses of litigation, incurred by Landlord in connection therewith, together with interest thereon at the maximum contractual rate which may be legally charged in the event of a loan of such amount to Tenant (but in no event to exceed 1 1/2% (one and a half percent) per month) accruing continuously from the date of Landlord's payment of the cost or expense, shall be paid by Tenant to Landlord on demand. Tenant hereby agrees to indemnify, defend, and hold harmless Landlord, the ***Leased Premises***, the ***Neighborhood Center***, and/or the ***Land*** from any and all losses, costs, expenses, liabilities, and damages of every kind or nature, including attorney's fees and expenses of litigation, resulting therefrom and, if requested, upon demand, to immediately deposit with Landlord cash or surety bond in form and with a company satisfactory to Landlord in an amount equal to the amount of such contested claim.

Section 23.26 Landlord's Liability. THE LIABILITY OF LANDLORD (AND ITS PARTNERS, SHAREHOLDERS OR MEMBERS) TO TENANT (AND ANY PERSON OR ENTITY CLAIMING BY, THROUGH OR UNDER TENT) FOR ANY DEFAULT OF THIS ***Lease*** OR ANY MATTER RELATING TO OR ARISING OUT OF THE OCCUPANCY OR USE OF THE ***Leased Premises***, THE ***Building*** OR THE ***Land***, SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES ONLY AND SHALL BE RECOVERABLE ONLY FROM THE INTEREST OF LANDLORD IN THE ***Neighborhood Center*** AND LANDLORD (AND ITS PARTNERS, SHAREHOLDERS OR MEMBERS) SHALL NOT BE PERSONALLY LIABLE. WITHOUT LIMITING THE FORGOING, LANDLORD SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND OR CHARACTER. Any ***Mortgagee of Landlord*** shall in no event be liable for past defaults of Landlord, its successors and assigns.

Section 23.27 Owner Transfer. The term **'*Landlord*'** shall mean only the owner, for the time being of the ***Neighborhood Center***, and in the event of the transfer by such owner of its interest in the ***Neighborhood Center*** and the assumption by the transferee of the covenants, duties and ***Obligations*** of Landlord hereunder, such transferor shall thereupon be released and discharged from all covenants and ***Obligations*** of Landlord thereafter accruing, but such covenants and ***Obligations*** shall be binding during the ***Lease Term*** upon each new owner for the duration of such owner's ownership.

Section 23.28 Sale of Neighborhood Center. In the event of any sale of the ***Neighborhood Center*** by Landlord, **Dirt Yard Outpost 4, LLC** shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and ***Obligations*** contained in or derived from this ***Lease*** accruing after the consummation of such sale, and the purchaser at such sale or any subsequent sale of the ***Neighborhood Center*** shall be deemed, without any further agreement between the ***Parties*** or their successors in interest or between the ***Parties*** and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and ***Obligations*** of Landlord under this ***Lease***.

[*The remainder of this page is left intentionally blank; Signature Page to follow*]

ARTICLE XXIV. Entire Agreement

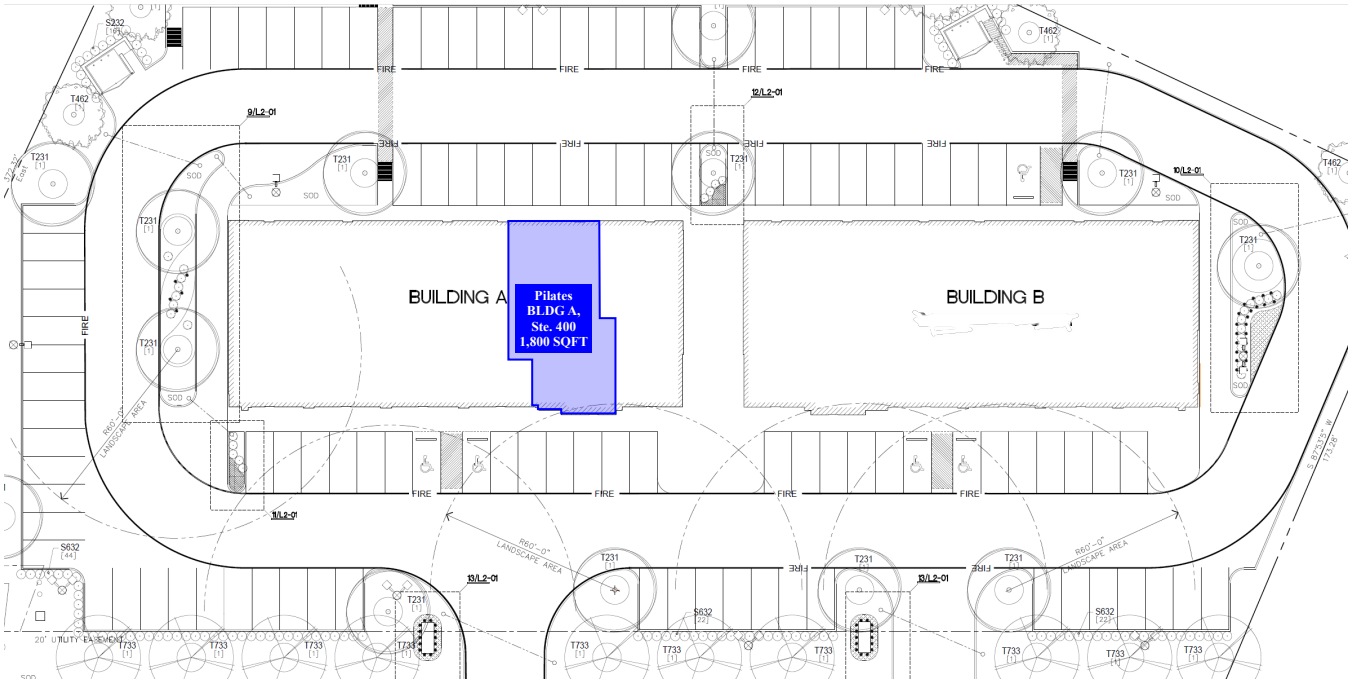
Section 24.01 This instrument (including all Riders, Exhibits and ***Guaranty***, if any) constitutes the entire agreement between Landlord and Tenant; no prior written or prior or contemporaneous oral promises or representations shall be binding. This ***Lease Agreement*** shall not be amended, changed or extended except by written instrument signed by both ***Parties*** hereto.

EXECUTED via ***Electronic Signatures*** which shall have the force and effect of an original, on the ***Effective Date***:

"TENANT" **INNERSCULPT STUDIO LLC**	**"LANDLORD"** **DIRT YARD OUTPOST 4, LLC**
By:	By:
Printed name: Brennan Cross	Printed name: Robert Piper
Title:	Title: Owner / Manager
Date:	Date:
By:	
Printed name: Lori Cross	Effective Date:
Title:	
Date:	

Exhibit A Leased Premises

27104 State Hwy 249, Tomball, TX 77375 Bldg A Ste 400



(*See detailed layout on next page*)

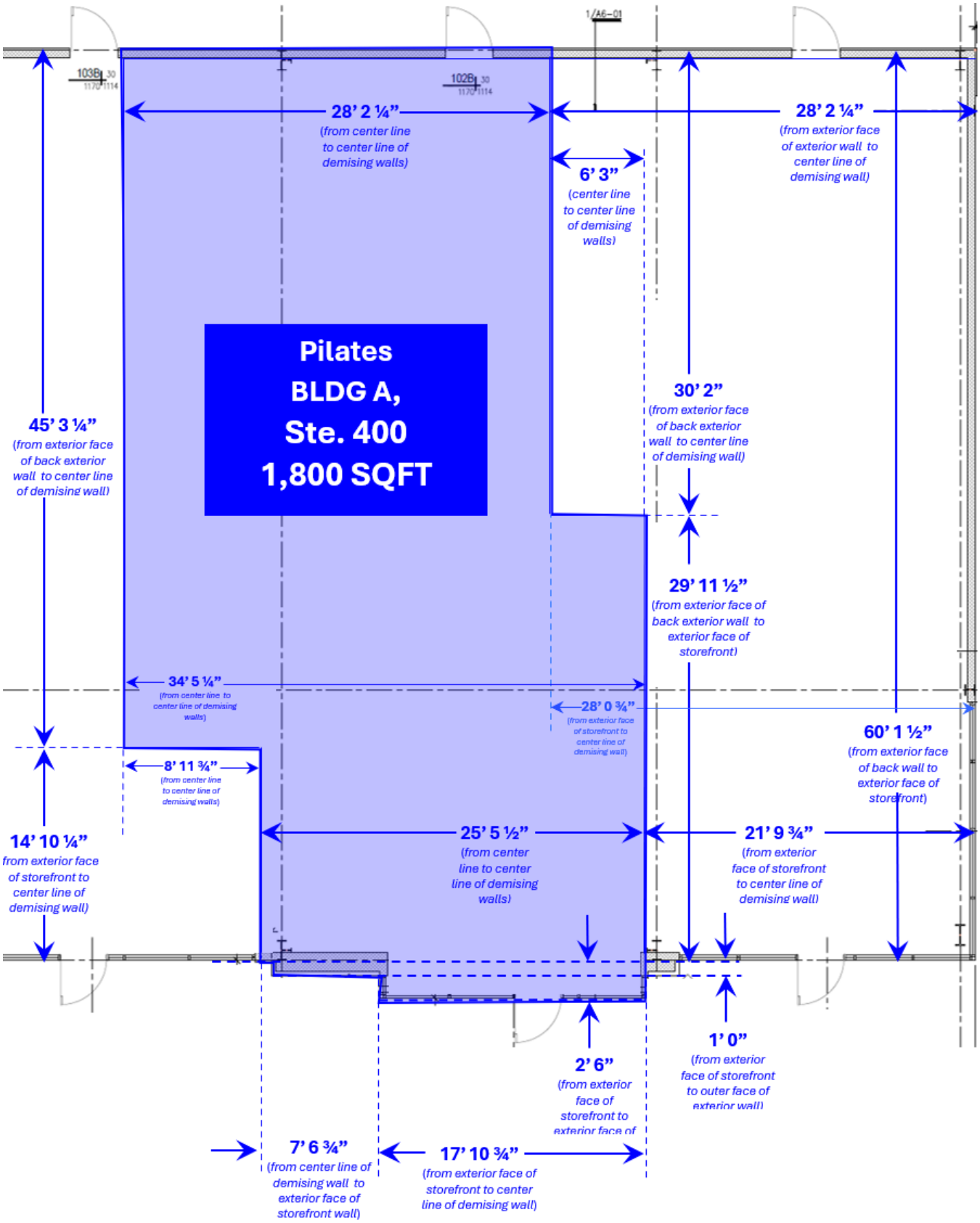
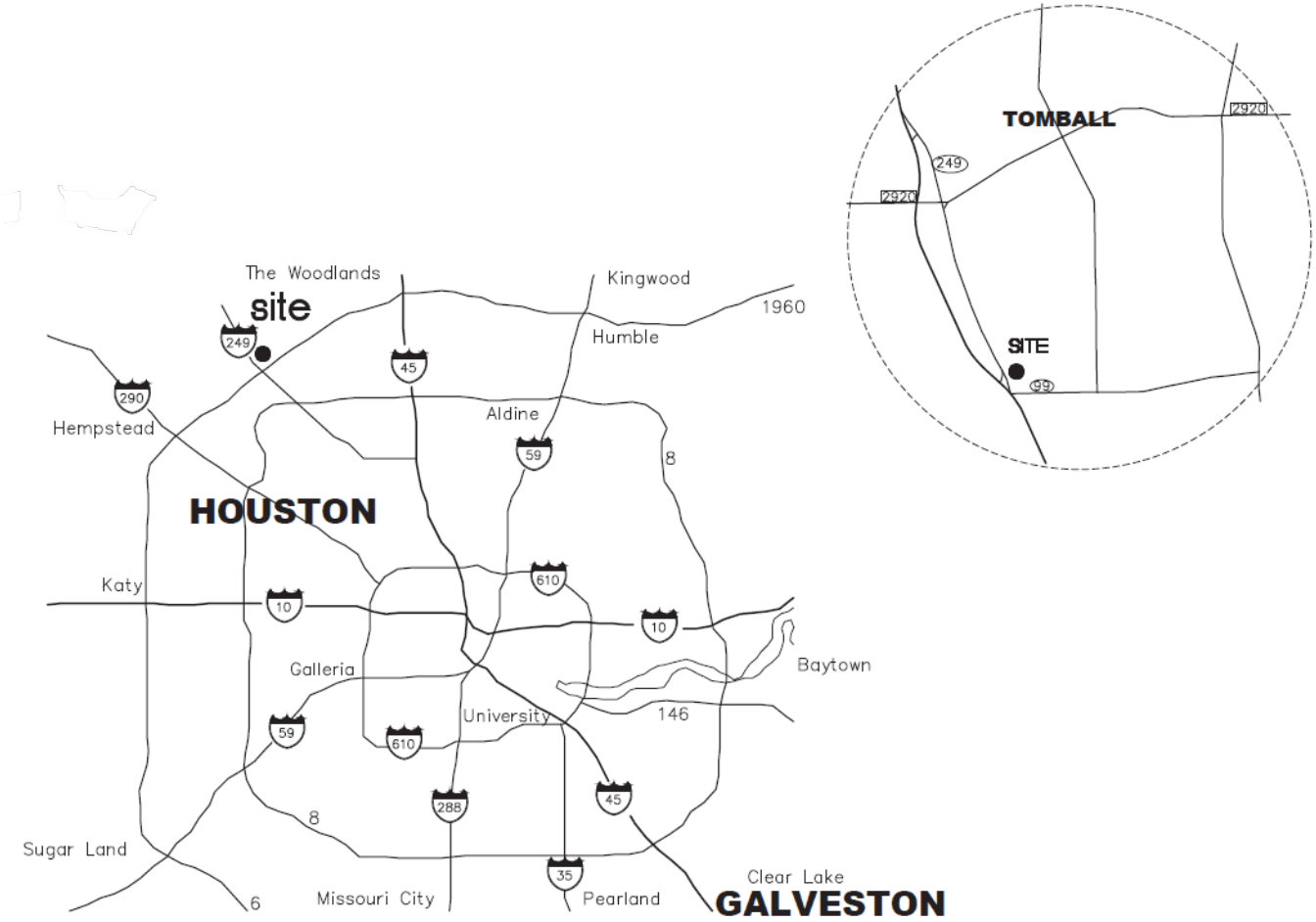
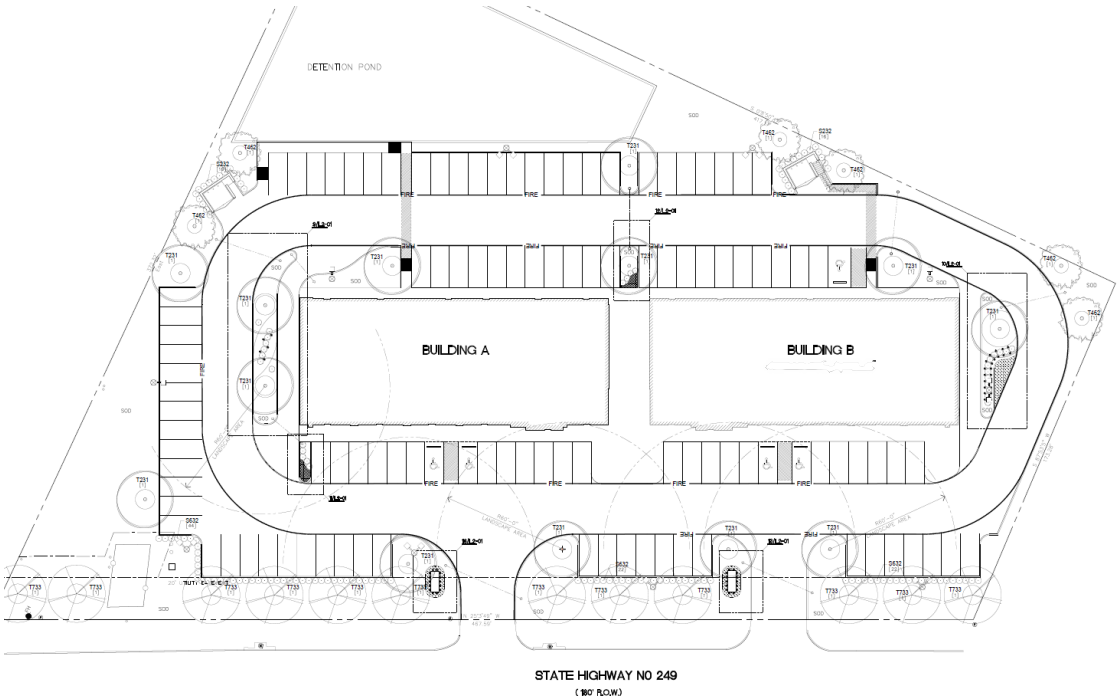

Pilates
BLDG A,
Ste. 400
1,800 SQFT
28' 2 ¼"
(from center line to center line of demising walls)
28' 2 ¼"
(from exterior face of exterior wall to center line of demising wall)
6' 3"
(center line to center line of demising walls)
45' 3 ¼"
(from exterior face of back exterior wall to center line of demising wall)
30' 2"
(from exterior face of back exterior wall to center line of demising wall)
29' 11 ½"
(from exterior face of back exterior wall to exterior face of storefront)
34' 5 ¼"
(from center line to center line of demising walls)
28' 0 ¾"
(from exterior face of storefront to center line of demising wall)
60' 1 ½"
(from exterior face of back wall to exterior face of storefront)
8' 11 ¾"
(from center line to center line of demising walls)
14' 10 ¼"
from exterior face of storefront to center line of demising wall)
25' 5 ½"
(from center line to center line of demising walls)
21' 9 ¾"
(from exterior face of storefront to center line of demising wall)
1' 0"
(from exterior face of storefront to outer face of exterior wall)
2' 6"
(from exterior face of storefront to exterior face of
7' 6 ¾"
(from center line of demising wall to exterior face of storefront wall)
17' 10 ¾"
(from exterior face of storefront to center line of demising wall)

Exhibit B Neighborhood Center Location and Legal Description





Legal Description

BEING 2.639-ACRES (114,966 SQUARE FEET) TRACT OF LAND SITUATED IN THE C.N. PILLOT SURVEY, ABSTRACT NO. 632, IN HARRIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 21.361-ACRES TRACT, SAID 2.369-ACRES TRACT BEING PREVIOUSLY RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. E712621 OFFICIAL PUBLIC RECORDS HARRIS COUNTY, TEXAS (O.P.R.H.C.T.) AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING At a 5/8-inch iron rod found, in the easterly right-of-way (R.O.W.) of SH-249 (150 feet wide) marking southwest corner of a called 1.2248-Acres tract known as Tract 2N recorded under H.C.C.F. No. RP-2019-552567 O.P.R.H.C.T. and the northwest corner of the herein described tract;

THENCE EAST, with the northerly line of the herein described tract, a distance of 372.32 feet to a 5/8-inch iron rod with cap (DART) set marking the northeast corner of the herein described tract from which a 5/8-inch iron rod found which bears N74°30'W 1.10 feet;

THENCE South 00°08'50" West, with the westerly line of a called 11.5632-Acres known as Reserve A recorded under H.C.C.F. No. X273577 O.P.R.H.C.T., a distance of 417.17 feet to a 3/4-inch iron rod found marking the southeast corner of the herein described tract;

THENCE South 87°53'05" West, with the northerly line of a called 0.2372-Acre tract known as Tract 2H-1 recorded under H.C.C.F. No. RP-2017-408857 O.P.R.H.C.T., a distance of 173.28 feet to a 5/8-inch iron rod with cap (DART) set marking the northwest corner of said Tract 2H-1 and the southwest corner of the herein described tract from which a 5/8-inch iron rod found which bears S55°22'E 1.47 feet;

THENCE North 25°03'49" West, with the easterly R.O.W. line of SH-249, a distance of467.59 feet to the POINT OF BEGINNING and containing 2.639-Acre (114,966 Square feet) more or less.

Exhibit C Construction Rider

DESCRIPTION OF LANDLORD'S WORK AND TENANT'S WORK

Tenant agrees to complete ***Tenant's Work*** in accordance with the requirements hereinafter set forth. All of the items of ***Tenant's Work*** shall be done at Tenant's sole cost and expense, subject to the provisions of ARTICLE III of the ***Lease***. As used herein, **'*Tenant Total Construction Costs*'** shall mean the entire cost of performing ***Tenant's Work***, including the design of ***Tenant's Work***, the preparation of the Working Drawings, costs of construction labor and materials, electrical usage during construction, additional janitorial services, general tenant signage, related taxes and insurance costs and the costs of any fees or permits associated with ***Tenant's Work***. ***Tenant's Work*** shall be completed in accordance with the requirements of all applicable building and governing codes and regulations. Any materials to be installed by Tenant as specified hereunder shall also be supplied by Tenant. The cost of any and all work not specifically delineated as Landlord's Work below, or any increase in cost resulting from subsequent changes, shall be the responsibility of Tenant and paid for by Tenant. **'*Tenant's Work*'** shall mean all work identified as the responsibility of Tenant or that is otherwise required for Tenant to operate at the ***Leased Premises***, unless specifically identified as the responsibility of Landlord. **'*Landlord's Work*'** shall mean the construction or improvements Landlord is obligated to perform only as outlined in Exhibit C Section II.

Exhibit C Section I. Tenant Plans and Specifications

A. On or before the earlier of: (i) thirty 30 (thirty) calendar days prior to ***Delivery Date***, or (ii) 45 (forty-five) calendar days following the ***Effective Date*** of this ***Lease***, Tenant shall prepare or cause to be prepared, at Tenant's cost, and deliver to Landlord as many counterparts as may be reasonably requested (including 1 (one) counterpart, if so requested, in reproducible media) of the following plans, specifications, and related materials (hereinafter collectively called the **'*Tenant Plans*'**), to-wit:

- **i.** Complete Structural Plans including primarily **any equipment that may affect the load design of the building structurally** including, without limitation, the following: HVAC Equipment and any and all other allowed items on roof per other provisions in this ***Lease***.
- **ii.** Complete Architectural Plans for the improvement and finish-out of the ***Leased Premises***, reasonably acceptable to Landlord, and which shall include, but not be limited to, the following:
  - **a.** Floor Plan(s);
  - **b.** Interior Elevations (if needed); and
  - **c.** Specifications for all building materials, including color schemes and finish selections.
- **iii.** Complete Mechanical Plans and Specifications, including shop drawings for all fabricated products, if any.
- **iv.** Complete Electrical Plans and Specifications, including reflected ceiling plan (This can be included on aforementioned floor plan).
- **v.** Complete Plumbing Plans and Specifications (This can be included on the aforementioned floor plan).
- **vi.** Complete Signage Plans and Specifications, especially including, but not limited to, dimensions and attachment details to the substrate of the ***Building***. (See Section 9.01 and Exhibit C Section V).

B. Tenant is able to use CAD or related design media, and Landlord will provide upon request, but if, and only if Tenant executes the attached Exhibit I for release of such media. Tenant hereby understands that the use of any such media is only to help aid design process, and ***Tenant Plans*** **shall solely rely upon field measured dimensions of the actual** ***Building*** as it is constructed.

C. Within 5 (five) business days from receipt, Landlord shall review each of the items to be furnished by Tenant and supply any comments or objections thereto. Failure to supply such comments or objections within such 5 (five) business day period shall be deemed acceptance of the item(s) submitted. If either ***Party*** shall have any objection, Landlord and Tenant and their respective architects, engineers, and/or contractors, acting in a reasonable and good faith manner, shall promptly meet to resolve any differences or discrepancies and final ***Tenant Plans*** shall be agreed upon and initialed as approved by Landlord and Tenant (or their representatives) within 5 (five) business days thereafter and, in any event, within 15 (fifteen) calendar days from submittal of ***Tenant Plans***.

D. If required, Tenant shall obtain, at its sole cost and expense, all licenses, permits, and approvals required by applicable law with respect to the Plans and ***Tenant's Work***, including, without limitation, approval from the Texas Department of Licensing and Regulation (the "TDLR") that the ***Tenant Plans*** and ***Tenant's Work*** satisfy the requirements of the Texas Elimination of Architectural Barriers Act (the "EAB"). Tenant shall, at its sole cost and expense, employ a TDLR-approved third-party inspector, reasonably acceptable to Landlord, to secure TDLR approval of:

- **i.** The ***Tenant Plans***, prior to commencement of ***Tenant's Work***.
- **ii.** Compliance of ***Tenant's Work*** with the EAB, within thirty (30) calendar days after completion of ***Tenant's Work***.
- **iii.** A final inspection (and approval) of ***Tenant's Work*** in the ***Leased Premises*** if required by the TDLR or other applicable governmental authority.

Exhibit C Section II. Landlord's Work

A. Landlord shall only be obligated to complete the following work, at its sole cost and expense, and deliver the ***Leased Premises*** to Tenant on or before the ***Delivery Date***, as follows:

- **i.** Deliver ***Core & Shell Building*** as a cold, dark shell as it means per industry standard.
- **ii.** **Plumbing**. Landlord to provide water service with shut-off valve at the back of the ***Leased Premises*** above the ceiling height.

B. Except as otherwise set forth above, all other improvements to the *Leased Premises* shall be completed by Tenant at its sole cost and expense.

Exhibit C Section III. Delivery Date, Acceptance of Premises, and Construction Period. Tenant agrees to accept the ***Leased Premises*** and ***Building*** in its existing condition when delivered by Landlord in accordance with the provisions of Section 3.04 and to complete the construction of the ***Leased Premises*** within the ***Construction Period*** to final form, including all utility connections. The **'*Delivery Date*' shall mean the *Effective Date* of this *Lease Agreement***. Landlord and Tenant agree to execute the ***Acceptance Letter*** in the form attached hereto as Exhibit G concurrently with this ***Lease Agreement*** on the ***Effective Date*** which is the same date as the ***Delivery Date***.

Exhibit C Section IV. Tenant's Work

A. Tenant, as part of its ***Tenant Obligations***, shall initiate the following prior to the start of any construction and/or the ***Tenant's Work***:

- **i.** Provide a copy of the Insurance Certificate to Landlord via ***Notice*** as per the provisions of this ***Lease*** including, without limitation, the terms regarding insurance within ARTICLE III, ARTICLE XII, this Exhibit C, and Exhibit D.
- **ii.** Provide all plans, specifications, and all other items per Exhibit C Section I above to Landlord via ***Notice***.
- **iii.** Obtain any and all approvals from Landlord per all terms and provisions of this ***Lease Agreement***.
- **iv.** Inform Landlord via ***Notice*** of date Tenant plans to start construction and/or ***Tenant's Work***.

B. ***Tenant's Work*** may include any and all improvements to the ***Leased Premises*** (approved in writing by Landlord), which may include, but not be limited, to the following:

- **i.** Demising wall per fire code and City of Tomball code.for ***Leased Premises***.
- **ii.** All insulation and/or fire rated walls for exterior, demising, and interior walls as applicable per local codes.
- **iii.** Painting of walls of ***Leased Premises***.
- **iv.** Floor Coverings.
- **v.** Electrical:
  - **a.** Provision of Service must be in compliance with maximum amounts allowable per Landlord.
  - **b.** Meter from local provider.
  - **c.** Panel
  - **d.** Outlets.
  - **e.** Lighting.
  - **f.** HVAC and all other mechanical and plumbing equipment that utilizes electricity.
- **vi.** Utilities:
  - **a.** Provision of all utility services within the ***Leased Premises*** (in accordance with ARTICLE X).
  - **b.** All service deposits shall be made at Tenant's Expense.
  - **c.** Tenant will pay all utility charges associated with the ***Leased Premises*** following the substantial completion thereof.
- **vii.** Supply and install exit lights according to code if needed; Fire alarm and any other tenant specific requirements.
- **viii.** Ceiling and/or ceiling system.
- **ix.** All interior partitions, doors, and hardware.
- **x.** All trade fixtures and displays per all provisions of the ***Lease Agreement***.
- **xi.** Restroom build-out including all fixtures and accessories governing authorities require.
- **xii.** Signage in accordance with ARTICLE IX of the ***Lease Agreement*** and Exhibit C Section V.
- **xiii.** Fire sprinkler system within the ***Leased Premises*** (if, and only if, required by codes) including sprinkler heads below the drop ceiling.
- **xiv.** Mechanical (HVAC):
  - **a.** Tenant to provide, at minimum, ton system, w/ no larger than 5-ton units for air handling.
  - **b.** All ductwork, registers, returns, thermostat, and all other items necessary for a complete mechanical system.
  - **c.** Tenant to provide warranty for HVAC system for a period of no less than 1 year after the date of the system installation.
  - **d.** ***Tenant must service HVAC and stay in compliance with Section 11.01 and Section 11.02 of the Lease Agreement***.
- **xv.** All other work necessary to obtain permits, licenses and other items prior to Tenant's ***Opening Date*** that are not specifically listed in Exhibit C Section II.
- **xvi.** Any and all other work, except as specifically mentioned otherwise in this Exhibit C.

C. ***Tenant must not penetrate roof without Landlord's written consent and under no circumstances shall Tenant or Tenant's contractor(s) place HVAC units or any other fan, appliance, vent hood, or any and all other equipment, fixtures, or items onto the roof without approval from Landlord or Landlord's designated representative (architect, engineer, etc.) in order to make sure all loads are in compliance with structural design.***

D. **Insurance during Construction**. In addition to Tenant providing insurance as defined per Section 3.08 of the ***Lease Agreement***, Tenant must provide proof of insurance for all agents of Tenant performing construction work such as Contractor(s) and all Subcontractors, vendors, employees, licensees, agents, suppliers, or invitees that will be on-site performing any and all work in association with the ***Tenant's Work*** whatsoever occurring upon or about the ***Leased Premises*** or the ***Neighborhood Center***.

E. **Safety**. Any and all agents of Tenant performing construction work (Contractor(s), Subcontractors, vendors, employees, licensees, agents, suppliers, or invitees) that will be on-site performing work in association with the ***Tenant's Work*** whatsoever occurring upon or about the ***Leased Premises*** or the ***Neighborhood Center*** must have a safety policy and strictly confirm to such safety policy, and they must comply with all specific safety requirements promulgated by the Owner and any federal, state or local law government authority, including without limitations, the requirements of the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1969 and all standards and regulations which have been and shall be promulgated by the agencies which administer such acts. Tenant shall have and exercise full responsibility for compliance hereunder by its agents, employees, workmen, materialmen, and subcontractors generally and in particular,

with respect to ***Tenant's Work***, shall itself comply with said requirements, standards and regulations and require and be directly responsible for compliance therewith on the part of its said agents, employees, contractor(s), workmen, materialmen, and subcontractors, and shall directly receive, respond to, defend, and be responsible for all citations, assessments, fines, or penalties which may be incurred by reason of its failure or failure on the part of its agents, employees, contractor(s), workmen, materialmen or subcontractors to so comply without limiting other contractual safety requirements.

Exhibit C Section V. Signage

A. With Landlord's approval, which cannot be unreasonably withheld, conditioned or delayed, Tenant shall be permitted to install standard signage and graphics upon the storefront of Tenant's ***Leased Premises*** (i.e. Door signage and Window signage) per requirements set forth in ARTICLE IX if, and only if it can be removed and in no manner adhered permanently to the storefront so as to cause damage to the storefront of Tenant's ***Leased Premises***.

B. All ***Tenant Signage*** shall be designed, approved, and installed in accordance with the provisions of ARTICLE IX and Exhibit E.

Exhibit C Section VI. Tenant Improvement Allowance

A. As consideration for performing ***Tenant's Work*** and to help defray the costs of such improvements and provided that no ***Tenant Event of Default*** by Tenant then exists, (or other condition which with ***Notice*** or the passage of time, or both, may result in a ***Tenant Event of Default*** by Tenant) under this ***Lease***, then ***T.I. Allowance*** will be paid within 10 (ten) business days of Tenant's ***Opening Date***, only upon Tenant fully complying with Section 3.09, this Exhibit C Section VI, Exhibit H, and the following conditions: (i) Exhibit H being fully executed by both the Landlord and the Tenant; (ii) Provision to Landlord, by Tenant, with documented evidence of permitted plans from local governing authority; (iii) a Certificate of Occupancy; (iv) Tenant's Certificate of Assembly, if applicable; (v) Provision to Landlord, by Tenant of all the other documents, drawings, certificates, and other items listed per the above Exhibit C Section I; and (v) All lien releases, including a final release of lien, from all of Tenant's contractors, subcontractors, materialmen and suppliers. Failure to comply with these conditions set forth in this Exhibit C Section VI.AExhibit C Section VI, or failure of Tenant to diligently and continuously prosecute the same to completion of obtaining aforementioned certificates shall be a ***Tenant Event of Default*** under the ***Lease***.

B. Tenant hereby grants Landlord the right to offset, in addition to right granted per Section 20.02D and Section 23.18 of this ***Lease Agreement***, any of the ***T.I. Allowance*** against any amount Tenant is obligated to pay to Landlord under this ***Lease*** but failed to do so or such amount that is otherwise due and owing to Landlord at the time Tenant may otherwise be entitled to the ***T.I. Allowance***.

C. Notwithstanding anything to the contrary set forth in this ***Lease Agreement***, in no event shall Tenant be entitled to any portion of the ***T.I. Allowance*** during the pendency of any of the following:

- **i.** Landlord has received notice of any unpaid claims relating to any portion of the ***Tenant's Work***.
- **ii.** There is an un-bonded lien filed against the ***Leased Premises*** or ***Neighborhood Center*** by reason of work done, or claimed to have been done, or materials supplied or specifically fabricated, claimed to have been supplied or specifically fabricated, to or for Tenant, the ***Leased Premises***, or, in reference to the Tenant or ***Tenant's Work***, the Landlord or ***Neighborhood Center*** and such lien remains outstanding.
- **iii.** A ***Tenant Event of Default*** by Tenant exists.
- **iv.** Tenant has not commenced construction or achieved an ***Opening Date*** as per Exhibit C Section VII.A, Exhibit C Section VII.B, or Section 3.07.

Exhibit C Section VII. General

A. Failure to Commence Construction. If Tenant has not commenced construction of ***Tenant's Work*** in accordance with the requirements of the ***Lease*** and this Exhibit C within 60 (sixty) calendar days following the ***Delivery Date*** (or the ***Effective Date*** of this ***Lease***), Landlord shall have the right to terminate this ***Lease*** at any time thereafter, upon which termination neither ***Party*** shall have any claim against the other under the ***Lease*** irrespective of what costs or expenses, if any, either ***Party*** shall have incurred in connection with the ***Lease***.

B. Failure to Complete Construction. Per Section 3.07 if Tenant fails to complete construction of ***Leased Premises*** in a timely manner, then, Landlord shall have the right to select, among the other options defined per Section 3.07, to terminate this ***Lease*** at any time thereafter, upon which termination neither ***Party*** shall have any claim against the other under the ***Lease*** irrespective of what costs or expenses, if any, either ***Party*** shall have incurred in connection with the ***Lease***.

C. Landlord shall have the right to approve the general contractor and principal subcontractors to be engaged in the performance of ***Tenant's Work***, which approval shall not be unreasonably withheld, conditioned or delayed.

D. All of ***Tenant's Work*** shall be performed expeditiously, in a good and workmanlike manner and in conformity with sound construction practices consistent with projects of similar scope and quality to the ***Neighborhood Center***. Tenant shall not, nor shall Tenant permit its contractors, subcontractors, or suppliers to:

- **i.** Create any ***Disturbance***, at Landlord's sole discretion as specifically defined in Section 4.03C, or interfere with Landlord or any other tenant in any manner of the ***Neighborhood Center*** in the performance of ***Tenant's Work***. Specifically, as it pertains to other tenants in the ***Neighborhood Center***, upon any notification Landlord receives by any tenant of the ***Neighborhood Center*** pertaining the cleanliness, sounds, disturbances, odors, or for any reason whatsoever that interferes with other tenants' business or activities within their respective leased premises that in the exclusive judgment of Landlord would constitute a public or private nuisance or would disturb or endanger other tenants, then Landlord shall contact Tenant, and Tenant shall cease any and all ***Tenant's Work*** until Landlord and Tenant mutually agree to a solution for the ***Disturbance***, which such solution shall not be unreasonably withheld, conditioned, or delayed by either ***Party***.

E. **Notice of Non-Liability**. NOTICE IS HEREBY GIVEN THAT LANDLORD SHALL NOT BE LIABLE FOR ANY LABOR OR MATERIALS FURNISHED OR TO BE FURNISHED TO TENANT UPON CREDIT, AND THAT NO MECHANICS' OR OTHER LIEN FOR ANY SUCH LABOR OR MATERIALS SHALL ATTACH TO OR AFFECT THE ESTATE OR INTEREST OF LANDLORD IN AND TO THE ***Leased Premises*** OR THE ***Neighborhood Center***. WHENEVER AND AS OFTEN AS ANY LIEN ARISING OUT OF OR IN CONNECTION WITH ANY WORK PERFORMED, MATERIALS FURNISHED OR ***Obligations*** INCURRED BY OR ON BEHALF OF TENANT SHALL HAVE BEEN FILED AGAINST THE ***Leased Premises***, OR THE ***Neighborhood Center***, OR IF ANY CONDITIONAL BILL OF SALE SHALL HAVE BEEN FILED FOR OR AFFECTING ANY MATERIALS, MACHINERY OR FIXTURES USED IN THE CONSTRUCTION, REPAIR OR OPERATION THEREOF, OR ANNEXED THERETO BY TENANT, TENANT SHALL IMMEDIATELY TAKE ANY ACTION REQUIRED BY LANDLORD (INCLUDING BONDING AROUND, POSTING OTHER SECURITY OR PAYMENT IN FULL) AS WILL REMOVE OR SATISFY THE LIEN OR CONDITIONAL BILL OF SALE WITHIN TWENTY (20) CALENDAR DAYS OF LANDLORD'S ***Notice*** REQUEST THEREFOR.

Exhibit D Tenant's Insurance

Exhibit D Section I. **COVERAGES**: *Tenant to review/confirm required insurance with its provider.*

INSURANCE	COVERAGES	Other Requirements
WORKER'S COMPENSATION	• Statutory Limits (if state has no statutory limit, $1,000,000)	1. No "alternative forms of coverage will be permitted
EMPLOYER'S LIABILITY	• $1,000,000 each accident for bodily injury by accident • $1,000,000 each employee for bodily injury by disease	1. Waiver of subrogation in favor of Landlord with respect to Worker's Compensation and Employer's Liability
COMMERCIAL GENERAL LIABILITY (Occurrence Basis)	• $1,000,000 per occurrence • $2,000,000 general aggregate • $2,000,000 product-completed operations aggregate • $1,000,000 personal and advertising injury limit • $50,000 damage to ***Leased Premises*** to you limit • $5,000 medical expense limit	1. Most current edition of ISO form CG 00 01 12 04, or equivalent; 2. Separation of insured language will not be modified; 3. Designated Location(s) General Aggregate Limit endorsement; 4. The contractual liability exclusion with respect to personal injury will be deleted and the definition of "insured contract" must be modified to delete the sole negligence of Landlord; 5. Defense will be provided as an additional benefit and not included within the limit of liability; 6. Landlord and **Required Additional Insureds** must be added as an additional insured, and waiver of subrogation in favor of ***Landlord Parties***.
BUSINESS AUTOMOBILE LIABILITY (Occurrence Basis)	• $2,000,000 combined single limit	1. Most current edition of ISO form CA 00 01 10 01 or equivalent; 2. Includes liability arising out of operation of owned, hired, and non-owned vehicles; 3. Landlord and **Required Additional Insureds** must be added as an additional insured.
UMBRELLA LIABILITY INSURANCE (Occurrence Basis)	• $5,000,000	1. Written on an umbrella basis in excess over and no less broad than the liability coverage referenced above; 2. Inception and expiration dates will be the same as commercial general liability insurance; 3. Must contain follow form language; 4. Aggregate limit per location endorsement; 5. Coverage must "drop down" for exhausted aggregate limits under commercial general liability insurance; 6. Landlord and **Required Additional Insureds** must be added as an additional insured.
CAUSES OF LOSS-SPECIAL FORM (formerly "all risk") PROPERTY INSURANCE	• 100% replacement cost, as modified below, of all of Tenant's furniture, fixtures and equipment and any non-Building Standard leasehold improvements	1. Most current edition of ISO form CP 10 30, or equivalent; 2. Name Landlord as "insured as its interest may appear"; 3. Includes, but not limited to, sprinkler leakage, ordinance and law, sewer back-up, flood, earthquake, windstorm, and collapse coverage; 4. Contain only standard printed exclusions; 5. Waiver of subrogation in favor of ***Landlord Parties***; 6. Ordinance or law coverage endorsement; 7. Equipment floater to cover Tenant's equipment.
BUSINESS INCOME and EXTRA EXPENSE COVERAGE	• No less than 6 months of income and ongoing expenses	1. Waiver of subrogation in favor of ***Landlord Parties***; 2. Endorsement to cover losses arising from the interruption of utilities outside the ***Leased Premises***.
LIQUOR LIABILITY INSURANCE	• $1,000,000 per occurrence; • $2,000,000 annual aggregate	1. Insurance required only if applicable;

Exhibit D Section II. **Landlord Parties**. Landlord, Landlord's mortgagees, Landlord's managing agent, Landlord's advisor, and their respective officers, directors, agents and employees shall be named as additional insureds (the ***Required Additional Insureds***) as indicated in above required insurance table. Landlord shall notify Tenant in writing of any subsequent changes thereto; the current list of ***Required Additional Insureds*** (also known as, and for purposes of all provisions within this ***Lease Agreement*** and all attachments hereto, shall have the same meaning and shall be interchangeable with '***Landlord Parties***'):

Landlord	**Mortgagee**	**Contractor**
Dirt Yard Outpost 4, LLC	Simmons Bank	Concho Real Estate Development, LLC
5373 W Alabama St Ste 455	P.O. Box 9067	5373 W Alabama St Ste 455
Houston, TX 77056	Pine Bluff, AR 71611-9067	Houston, TX 77056

Exhibit D Section III. **General Insurance Requirements**.

A. Policies. All policies must:

- **i.** Be issued by carriers having a Best's Rating of A or better, and a Best's Financial Size Category of Class VIII, or better, and/or Standard & Poor Insurance Solvency Review A-, or better, and admitted to engage in the business of insurance in the State in which the ***Neighborhood Center*** is located.
- **ii.** Be endorsed to be primary with the policies of all ***Landlord Parties*** and ***Required Additional Insureds*** being excess, secondary, and noncontributing.
- **iii.** Be endorsed to provide a waiver of subrogation in favor of the ***Landlord Parties*** and ***Required Additional Insureds***.
- **iv.** With respect to all liability policies except workers' compensation/employer's liability, be endorsed to include the ***Landlord Parties*** and ***Required Additional Insureds*** as "additional insureds" (the additional insured status under the commercial general liability policy will be provided on ISO form CG 20 11 01 96).
- **v.** Contain a provision for 30 (thirty) calendar days' prior written notice by insurance carrier to Landlord required for cancellation, nonrenewal, or substantial modification.

B. Limits, Deductibles and Retentions.

- **i.** Except as expressly provided above, no deductible or self-insured retention in excess of $25,000 without the prior written approval of Landlord.
- **ii.** No policy may include an endorsement restricting, limiting or excluding coverage in any manner without the prior written approval of Landlord.

C. Forms.

- **i.** If the forms of policies, endorsements, certificates, or evidence of insurance required by this Exhibit D are superseded or discontinued, Landlord will have the right to require other equivalent forms.
- **ii.** Any policy or endorsement form other than a form specified in this Exhibit D must be approved in advance by Landlord.

D. Evidence of Insurance.

- **i.** ACORD Form 25 (*or equivalent*) Certificates of Liability Insurance for liability coverages as shown in this Exhibit D.
- **ii.** ACORD Form 28 (*or equivalent*) Evidence of Property Insurance for property coverages as shown in this Exhibit D;
- **iii.** Evidence to be delivered to Landlord prior to commencing operations within the ***Leased Premises*** and at least 15 (fifteen) calendar days prior to the expiration of the current policies.
- **iv.** ACORD Forms must:
  - **a.** Show the ***Landlord Parties*** in Exhibit D Section II above as certificate holders (with Landlord's mailing address).
  - **b.** Show Tenant as the "*Named Insured*".
  - **c.** Show the insurance companies producing each coverage and the policy number and policy date of each coverage.
  - **d.** Name the producer of the certificate (with the correct address and telephone number) and have the signature of the authorized representative of the producer.
  - **e.** Specify the additional insured status (on ACORD Form 45) and/or waivers of subrogation.
  - **f.** State the amounts of all deductibles and self-insured retentions.
  - **g.** Show the primary status and aggregate limit per project where required.
  - **h.** Be accompanied by copies of all required additional insurance endorsements.
  - **i.** The phrases "*endeavor to*" and "*but failure to mail such notice will impose no obligation or liability of any kind upon Company, its agents or representatives*" must be deleted from the cancellation provision of the ACORD 25 certificate and following express provision added: "*This is to certify that the policies of insurance described herein have been issued to the Insured for whom this certificate is executed and are in force at this time. In the event of cancellation, non-renewal, or material reduction in coverage affecting the certificate holder, 30 (thirty) days prior written notice will be given to the certificate holder by certified mail or registered mail, return receipt required*".

E. Copies of Policies. If requested in writing by Landlord, Tenant will provide to Landlord a certified copy of any or all insurance policies or endorsements required by this ***Lease Agreement***.

Exhibit D Section IV. **ACORD Form 25** (*Example – or Equivalent can be used*).

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ ☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
	☐						PERSONAL & ADV INJURY	$
	☐						GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	☐							$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

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Exhibit D Section V. **ACORD Form 28** (*Example – or Equivalent can be used*).

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EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS / PHONE (A/C, No, Ext):	COMPANY NAME AND ADDRESS / NAIC NO:
FAX (A/C, No): / E-MAIL ADDRESS:	IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH
CODE: / SUB CODE: / AGENCY CUSTOMER ID #:	POLICY TYPE
NAMED INSURED AND ADDRESS	LOAN NUMBER / POLICY NUMBER
	EFFECTIVE DATE / EXPIRATION DATE / ☐ CONTINUED UNTIL TERMINATED IF CHECKED
ADDITIONAL NAMED INSURED(S)	THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION (Use REMARKS on page 2, if more space is required) ☐ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL ☐

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: $ DED:

	YES	NO	N/A	
☐ BUSINESS INCOME ☐ RENTAL VALUE				If YES, LIMIT: ☐ Actual Loss Sustained; # of months:
BLANKET COVERAGE				If YES, indicate value(s) reported on property identified above: $
TERRORISM COVERAGE				Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?				
IS DOMESTIC TERRORISM EXCLUDED?				
LIMITED FUNGUS COVERAGE				If YES, LIMIT: DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)				
REPLACEMENT COST				
AGREED VALUE				
COINSURANCE				If YES, %
EQUIPMENT BREAKDOWN (If Applicable)				If YES, LIMIT: DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg				If YES, LIMIT: DED:
- Demolition Costs				If YES, LIMIT: DED:
- Incr. Cost of Construction				If YES, LIMIT: DED:
EARTH MOVEMENT (If Applicable)				If YES, LIMIT: DED:
FLOOD (If Applicable)				If YES, LIMIT: DED:
WIND / HAIL INCL ☐ YES ☐ NO Subject to Different Provisions:				If YES, LIMIT: DED:
NAMED STORM INCL ☐ YES ☐ NO Subject to Different Provisions:				If YES, LIMIT: DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS				

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

☐ MORTGAGEE ☐ LENDERS LOSS PAYABLE ☐ CONTRACT OF SALE	LENDER SERVICING AGENT NAME AND ADDRESS
NAME AND ADDRESS	AUTHORIZED REPRESENTATIVE

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Exhibit E Rules and Regulations

Tenant agrees to the establishment of, and shall abide by and enforce upon its agents, servants, employees, invitees, customers and vendors (in addition to the ***Lease*** terms, covenants, and conditions), the following '***Rules and Regulations***':

Exhibit E.01 All trash, refuse and waste materials shall be regularly removed from the ***Leased Premises*** before the hours the ***Neighborhood Center*** opens and, until removal, shall be stored: (a) in adequate containers, which containers shall be located so as not to be visible to the general public shopping in the ***Neighborhood Center***; (b) so as not to constitute any health or fire hazard or nuisance to any occupant; and (c) if any part of Tenant's business shall consist of the preparation and/or sale of food, including without limitation the operation of a restaurant, snack shop or food market, Tenant shall provide suitable garbage containers at Tenant's expense for the disposal of its food scraps, refuse, and ***Trash***. No burning of ***Trash***, refuse or waste materials shall occur. If Landlord shall provide or designate a garbage container for picking up ***Trash***, refuse or waste materials, Tenant shall use same at Tenant's cost unless made available to all tenants, in which event same shall be billed to Tenant in the manner established by Landlord in its reasonable discretion. Tenant shall pay the cost of removal of any of Tenant's trash, refuse and waste materials, and shall maintain all common loading areas in a clean manner satisfactory to Landlord.

Exhibit E.02 No person shall use any parking area for any purpose other than the parking of motor vehicles without prior written approval of Landlord. All motor vehicles shall be parked in an orderly manner within the painted lines defining the individual parking places. Except as otherwise provided in the ***Lease***, limitations may be imposed as to the length of time for parking use during peak periods of business activity, and such limitations may be made in specified areas. No employee of any business in the ***Neighborhood Center*** shall use any area for motor vehicle parking except the area or areas specifically designated for employee parking. No employer shall designate any area for employee parking except such area or areas as are designated in writing by Landlord. No valet parking shall be permitted in the ***Neighborhood Center*** without obtaining Landlord's prior written consent. Where such consent may be allowed by Landlord, Landlord may condition its consent on any factors Landlord deems relevant, including, without limitation: (a) imposition of controls prohibiting the blocking off (or coning) of spaces; (b) designation of the appropriate times and location for valet service; (c) maintaining of appropriate signage; and (d) approval of the valet service provider. In addition, Landlord reserves the right if a Tenant desires valet parking and if Landlord desires to permit same, for Landlord to contract directly with the valet service, with all costs associated therewith to be paid by Tenant as ***Additional Rent***.

Exhibit E.03 No sign, placard, picture, name, advertisement or notice visible from the exterior of any tenant's leased premises shall be inscribed, painted affixed or otherwise displayed by any tenant on any part of the ***Building*** without the prior written consent of Landlord. Landlord may adopt and furnish to each tenant general guidelines relating to signs inside the ***Building*** on the sales floor. Each tenant agrees to conform to such guidelines but may request approval of Landlord for modifications. All approved signs or lettering on doors shall be printed, painted, affixed, or inscribed at the expense of the tenant by a person approved by Landlord. Material visible from outside the ***Building*** will not be permitted.

Exhibit E.04 Unless ancillary to a restaurant or other food service use specifically authorized in the lease of a particular tenant, no cooking shall be done or permitted by any tenant on their leased premises, except that the preparation of coffee, tea, hot chocolate and similar items by tenants and their employees shall be permitted.

Exhibit E.05 Landlord will furnish Tenant with 2 (two) keys free of charge. Landlord may assess a reasonable charge for any additional keys. Tenant shall not have any keys made nor shall it alter any lock or install a new or additional lock or bolt on any door without the prior written consent of Landlord. If Landlord shall give such consent, Tenant shall in each instance furnish Landlord with a key for any such lock or bolt. Tenant, upon termination of its tenancy, shall deliver to Landlord all keys to doors for the ***Leased Premises*** and the ***Neighborhood Center*** which are in its possession.

Exhibit E.06 No tenant shall use or keep in their leased premises or the ***Building*** any kerosene, gasoline or inflammable or combustible fluid or material or use any method of heating or air conditioning other than that installed in connection with ***Tenant's Work***. No tenant shall use, keep or permit to be used or kept any foreign or noxious gas or substance in their leased premises, or permit or suffer their leased premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the ***Building*** by reasons of noise, odors, or vibrations, or interfere in any way with other tenants or those having business therein.

Exhibit E.07 The toilet rooms, toilets, urinals, wash bowls and other apparatuses shall not be used for any purpose other than that for which they were constructed; no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or invitees shall have caused it.

Exhibit E.08 No tenant shall use any advertising media which may be heard outside of its leased premises and no tenant shall place or permit the placement of any radio or television antenna, loudspeaker, sound amplifier, phonograph, searchlight, flashing light or other device of any nature on the roof or outside of the boundaries of its leased premises (except for such tenant's approved identification sign or signs) or at any place where the same may be seen outside of its leased premises.

Exhibit E.09 Landlord shall have the right, exercisable without ***Notice*** and without liability to any tenant, to change the name and street address of the ***Building***.

Exhibit E.10 No curtains, draperies, blinds, shutters, shades, screens or other coverings, hangings or decorations shall be attached to, hung or placed in, or used in connection with any window of the ***Building*** without the prior written consent of Landlord.

Exhibit E.11 Each tenant shall see that the doors of its leased premises are closed and locked and that all water faucets, water apparatus and utilities are shut off before such tenant or its employees leave its leased premises, so as to prevent waste or damage, and for any ***Tenant Event of Default*** or carelessness in this regard such tenant shall make good all injuries sustained by other tenants or occupants of the ***Building*** or Landlord.

Exhibit E.12 No tenant shall use any portion of the ***Common Area*** for any purpose when the leased premises of such tenant are not open for business or conducting work in preparation therefor, and then only for such uses expressly stated in the ***Lease***. No tenant shall use any portion of the sidewalk adjoining its leased premises for the sale of goods, and no tenant shall conduct a "*going out of business*" sale or advertise that it sells products or services at "*discount*", "*cut price*", or "*cut rate*" prices.

Exhibit E.13 No birds, fish, or animals (except seeing eye dogs) shall be brought into or kept in, on or about any tenant's leased premises. No portion of any leased premises shall at any time be used or occupied as sleeping or lodging quarters or for any immoral or illegal purposes or for any purpose which would tend to injure the reputation of the ***Building*** or impair the value of the ***Building***.

Exhibit E.14 The ***Common Area*** must not be used to solicit business or distribute, or cause to be distributed in any portion of the ***Building*** any handbills, promotional materials or other advertising, and no tenant shall conduct or permit any other activities in the ***Building*** that might constitute a nuisance. No vehicle shall be parked as a "billboard" vehicle in the ***Common Area***.

Exhibit E.15 Landlord shall not be responsible for lost or stolen personal property, money or jewelry from any leased premises, public areas, or ***Common Area*** regardless of whether such loss occurs when the area is locked against entry or not.

Exhibit E.16 Each tenant will refer to Landlord for Landlord's approval for all contractors, contractor representatives, and installation technicians rendering any service to such tenant, before performance of any contractual service. Such approval action by Landlord shall not render Landlord responsible for any work performed for such tenant. This provision shall apply to all work performed in the ***Building***, including the installation of telephones, computer wiring, cabling, electrical devices, attachments and installations of any nature. Each tenant shall be solely responsible for complying with applicable laws pursuant to which such work shall be performed.

Exhibit E.17 At no time shall any tenant permit or shall such tenant's agents, employees, contractors, guests, or invitees smoke in any ***Common Area*** of the ***Building***, unless such ***Common Area*** has been declared a designated smoking area by Landlord. In no instance shall smoking be permitted within 15 (fifteen) feet of any building.

Exhibit E.18 Except for small parcel deliveries, each tenant shall use its best efforts to cause all trucks servicing its leased premises to load and unload at such hours, in the areas and through the entrances as may be designated by Landlord. Tractor trailers which must be unhooked or parked must use steel plates under dolly wheels to prevent damage to the paving surface. In addition, wheel blocking must be available for use. Tractor trailers are to be removed from the loading areas after unloading. No parking or storing of such trailers or any type of trailers shall be permitted in the ***Neighborhood Center***. Forklift trucks, tow trucks, or any other powered machines for handling freight shall be used only in such manner and areas in the ***Neighborhood Center*** as may be approved in writing by Landlord. Delivery trucks and heavy equipment shall be permitted only upon such areas having heavy-duty paving as may be designated by Landlord.

Exhibit E.19 Tenants are responsible for their own mail (USPS, FedEx, UPS, and all other delivery companies). If any tenant wishes to have separate mailbox outside of their respective leased premises, Landlord will designate an area for tenant's use.

Exhibit E.20 Landlord may waive any one or more of these ***Rules and Regulations*** for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such ***Rules and Regulations*** against any or all of the tenants of the ***Building***.

Exhibit E.21 These ***Rules and Regulations*** are in addition to and shall not be construed to in any way modify, alter or amend, in whole or in part, the terms and conditions of any leased premises in the ***Building***.

Exhibit E.22 Landlord reserves the right to make such other and reasonable ***Rules and Regulations*** as in its judgment may from time to time be needed for the safety, care, and cleanliness of the ***Neighborhood Center***, and for the preservation of good order therein, so long as they do not modify the terms of this ***Lease Agreement***.

Exhibit F Unconditional Guaranty of Lease

THIS UNCONDITIONAL GUARANTY OF LEASE (the '***Guaranty***') is given by ***Brennan Layne Cross, jointly and severally liable with Lori Dee Brazzil-Cross***, an individual (hereinafter referred to as '***Guarantor***', whether one or more) to Dirt Yard Outpost 4, LLC, (hereinafter called the '***Landlord***').

WITNESSETH:

In order to induce the Landlord to demise to **Innersculpt Studio LLC** (hereinafter with its successors and assigns referred to as the '***Tenant***'), certain premises in the ***Neighborhood Center*** which have been constructed on the ***Land*** situated at 27104 State Hwy 249, Tomball, TX 77375 Bldg A Ste 400 (the '***Leased Premises***'), and being described in and pursuant to a certain ***Lease Agreement*** dated _____ (which ***Lease*** together with any and all modifications, amendments and ***Extension Option Term(s)*** is hereinafter referred to as the '***Lease***'), the undersigned ***Guarantor*** agrees as follows:

A. ***Guarantor*** does hereby unconditionally and absolutely guarantee to Landlord the full, prompt and complete payment by Tenant of the ***Rent***, including ***Base Rent***, ***Additional Rent*** and all other sums which may be payable by Tenant under the ***Lease*** (collectively, the '***Indebtedness***') and the full, prompt and complete performance by Tenant of all and singular the terms, covenants, conditions and provisions in the ***Lease*** required to be performed by the Tenant (collectively, and combined with all defined terms in Section 2.01 of the ***Lease***, the '***Tenant Obligations***') without regard to any forbearance, delay, neglect or failure on the part of Landlord in enforcing same.

B. ***Guarantor*** does hereby waive notice of acceptance hereof and any and all other notices which by law or under the terms and provisions of the ***Lease*** are required to be given to Tenant, and also waive any demand for or ***Notice*** of ***Tenant Event of Default*** of the payment of ***Rent*** and other sums which may be payable by Tenant under the ***Lease*** and the performance of all and singular the terms, covenants, conditions and provisions in the ***Lease*** required to be performed by Tenant; and ***Guarantor*** does further expressly hereby waive any legal ***Obligations***, duty or necessity for Landlord to proceed first against Tenant or to exhaust any remedy Landlord may have against Tenant, it being agreed that in the ***Tenant Event of Default*** of the ***Indebtedness*** or the failure to perform any of the ***Obligations*** in any respect by Tenant under the ***Lease***, Landlord may proceed and have right of action solely against ***Guarantor*** (or any of them) or Tenant or jointly against ***Guarantor*** (or any of them) and Tenant.

C. In the event of any bankruptcy, reorganization, winding up or similar proceedings with respect to Tenant, no limitation of Tenant's liability under the ***Lease*** which may now or hereafter be imposed by any federal, state or other statute, law or regulation applicable to such proceedings, shall in any way limit the ***Obligations*** of ***Guarantor*** hereunder, which ***Obligations*** is co-extensive with Tenant's liability as set forth in the ***Lease*** without regard to any such limitation.

D. ***Guarantor*** shall not be entitled to make any defense against any claim asserted by Landlord in any suit or action instituted by Landlord to enforce this ***Guaranty*** or the ***Lease*** or to be excused from any liability hereunder which Tenant could not make or invoke, and ***Guarantor*** hereby expressly waives any defense in law or in equity which is not or would not be available to Tenant, it being the intent hereof that the liability of ***Guarantor*** hereunder is primary and unconditional.

E. In the event it shall be asserted that ***Tenant Obligations*** are void or voidable due to illegal or unauthorized acts by Tenant in the execution of the ***Lease***, ***Guarantor*** shall nevertheless be liable hereunder to the same extent as ***Guarantor*** would have been if the ***Tenant Obligations*** of Tenant had been enforceable against Tenant.

F. In the event suit or action is brought upon and in connection with the enforcement of this ***Guaranty***, ***Guarantor*** shall pay reasonable attorneys' fees and all court costs incurred by Landlord.

G. This ***Guaranty*** shall remain in full force and effect as to any renewal, ***Extension Option Term(s)***, modification, and/or amendment and regardless of any subsequent termination of the ***Lease*** (for any amounts due and owing and/or accruing under the ***Lease*** as of the date of termination) and as to any assigns of Tenant's interest under the ***Lease***, and despite any subletting of all or any portion of the ***Leased Premises***.

H. This ***Guaranty*** shall be binding upon the heirs, legal representatives, successors and assigns of ***Guarantor***, and shall inure to the benefit of the heirs, legal representatives, successors and assigns of Landlord. Landlord's interest under this ***Guaranty*** may be assigned by it by way of security or otherwise.

I. This ***Guaranty*** shall remain in full force and effect regardless of whether Tenant continues to be owned in whole or in part by ***Guarantor***.

J. ***Guarantor*** hereby agrees that this contract is performable in Harris County, Texas and waives the right to be sued elsewhere.

K. All capitalized terms not specifically defined herein shall have the same meaning as set forth in the ***Lease***.

L. Expressly conditioned upon: (a) Tenant fully complying with all terms, conditions and covenants in this ***Lease*** from the ***Effective Date*** through the fifth (5th) anniversary of the ***Commencement Date***, and (b) there is no ***Tenant Event of Default*** under the ***Lease*** from the ***Effective Date*** through the fifth (5th) anniversary of the ***Commencement Date***, then and only then shall this ***Guaranty*** be fully extinguished and thereafter terminate by its own terms as of the first (1st) day of the sixth (6th) ***Lease Year***.

[*The remainder of this page is left intentionally blank; Signature Page to follow*]

EXECUTED this the _____ day of _____, 20___:

GUARANTOR:

By: _____
Signature

Printed Name: **Brennan Layne Cross**
S.S.# 627-54-9624

Address: 971 Reverend B J Lewis Dr
Houston TX 77088

By: _____
Signature

Printed Name: **Lori Dee Brazzil-Cross**
S.S.# _____
Note: S.S.#: means Social Security Number

Address: 199 Bailly Ln
Livingston TX 77351

STATE OF TEXAS ,
COUNTY OF: _____ ,

This instrument was acknowledged before me on: _____ (*date*), by: **Brennan Layne Cross, jointly and severally liable with Lori Dee Brazzil-Cross**

_____
Notary Public, State of Texas (*Signature*)

My Commission Expires: _____ (*date*)

Printed Name: _____

Exhibit G Acceptance Letter

THIS CONFIRMATION OF COMMENCEMENT DATE AGREEMENT (the '***Acceptance Letter***') is made and entered into this day of _____ ('***Acceptance Letter Date***'), by and between Dirt Yard Outpost 4, LLC (hereinafter called '***Landlord***') and Innersculpt Studio LLC (hereinafter called '***Tenant***').

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into that certain ***Lease*** dated _____ (hereinafter called the '***Lease***') concerning the certain premises at 27104 State Hwy 249, Tomball, TX 77375 Bldg A Ste 400 (the '***Leased Premises***').

WHEREAS, Landlord and Tenant wish to set forth their agreements as to the delivery, construction of ***Leased Premises***, commencement, and expiration of the ***Term*** of the ***Lease***.

NOW, THEREFORE, in consideration of the leasing of the ***Leased Premises*** from Landlord to Tenant as described in the ***Lease***, the covenants set forth therein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

A. **Delivery Date**.

i. The ***Leased Premises*** has been delivered to the Tenant per the ***Lease*** on: _____ (the '***Delivery Date***'). As of the date hereof, Tenant is in full and complete possession of the ***Leased Premises***, which contains approximately 1,800 ***Rentable Square Feet***.

ii. As of the date hereof, Tenant hereby accepts possession of the ***Leased Premises*** "***AS IS***", "***WHERE IS***", "***WITH ALL FAULTS***", and "***NO WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED***" and waives any requirement on the part of Landlord to provide any improvements to the ***Leased Premises***, or repair or maintain the ***Leased Premises***, the ***Neighborhood Center*** or any part thereof, except as specifically set forth in Exhibit C or otherwise in the ***Lease***.

iii. All ***Obligations*** and conditions under the ***Lease*** to be performed to date by Landlord prior to the date hereof have been satisfied, free of any defenses, offsets and set-offs, except as follows:

_____

_____

_____

B. **Commencement Date**.

i. Tenant hereby confirms the ***Construction Period*** agreed to of 120 (one hundred twenty) calendar days by and between the Landlord and Tenant in the ***Lease Agreement***. Therefore,

ii. The ***Lease Term*** and ***Tenant Obligations*** to pay ***Rent*** per thereunder shall commence on _____, which is hereby established as the '***Commencement Date***' when said term is used in the ***Lease***.

C. **Termination Date**. The ***Primary Term*** of the ***Lease*** shall expire on _____, which is hereby established as the '***Termination Date***' when said term is used in the ***Lease***.

D. Except as otherwise set forth in this ***Acceptance Letter***, all duties or ***Obligations*** of an inducement nature required of Landlord under the ***Lease*** have been fully and completely fulfilled and performed.

E. The ***Lease*** is currently in full force and effect and, to the current actual knowledge of Tenant, there is no existing default on the part of Landlord thereunder.

IN WITNESS WHEREOF, the ***Parties*** hereto have executed this ***Acceptance Letter*** Agreement as of the first above ***Acceptance Letter Date***.

Innersculpt Studio LLC 971 Reverend B J Lewis Dr Houston TX 77088	**Dirt Yard Outpost 4, LLC** 5373 W Alabama St Ste 455 Houston, TX 77056
By:	By:
Printed name: Brennan Cross	Printed name: Robert Piper
Title:	Title: Owner / Manager
Date:	Date:
By:	
Printed name: Lori Cross	
Title:	
Date:	

Exhibit H Tenant Improvement Allowance – Tenant Statement

THIS TENANT STATEMENT (the '***T.I. Statement***') is made and entered into this day of _____, by and between **Dirt Yard Outpost 4, LLC** (hereinafter called '***Landlord***') and **Innersculpt Studio LLC** (hereinafter called '***Tenant***').

WHEREAS, Landlord and Tenant have entered into that certain ***Lease*** dated _____ (hereinafter called the '***Lease***') concerning the certain premises at 27104 State Hwy 249, Tomball, TX 77375 Bldg A Ste 400 (the '***Leased Premises***').

WHEREAS, Tenant agrees that per Section 3.04 of the ***Lease Agreement***, Tenant acknowledges the ***T.I. Allowance*** shall be applied upon funding to the cost of the ***Tenant's Work***, and Teant herby represents and warrants to Landlord that the ***T.I. Allowance*** shall be used exclusively for permanent improvements (excluding Tenant's soft costs such as architectural, design and engineering fees, inventory, merchandise, moveable trade fixtures, furnishing, equipment, signage and other personal property) to the ***Leased Premises*** which shall become the property of Landlord immediately upon the installation thereof and which shall not be removed from the ***Leased Premises*** by Tenant upon the expiration or earlier termination of this ***Lease***, unless requested to be removed by Landlord prior to the installation thereof.

WHEREAS, Tenant agrees ***T.I. Allowance*** will only be funded upon execution of this ***T.I. Statement*** per Section 3.09 of the ***Lease Agreement***, the following items have been received, and Landlord acknowledges such receipt and is in agreement with Tenant's complying of each condition per each initialed item, and Tenant agrees to be in compliance per each initialed item:

A. **Landlord has received a copy of Tenant's final construction plans listed in Exhibit C Section I.A of the *Lease Agreement*.**

_____ Landlord Initials

B. **Landlord agrees *Tenant's Work* is substantially completed and in compliance with Tenant's final construction plans and to Landlord's reasonable satisfaction. Tenant agrees all applicable governmental codes and regulations are substantially completed.**

_____ Landlord Initials _____ Tenant Initials

C. **Landlord has received a copy of the final Certificate of Occupancy for the *Permitted Use* from Harris County or other governmental authority along with copies of any licenses, permits, and/or approvals (if required by applicable law) with respect to *Tenant's Work*.**

_____ Landlord Initials

D. **Landlord has received a copy of both the TAS Plan Review and final inspection (and approval) of *Tenant's Work* in the *Leased Premises* to the extent required by the TDLR per Exhibit C.**

_____ Landlord Initials

E. **Landlord has received Tenant's Certificate of Insurance complete with all *Required Additional Insureds* as per Exhibit D of the *Lease Agreement*.**

_____ Landlord Initials

F. **Tenant and Tenant's Contractor for *Tenant's Work* have executed an "All Bills Paid – Construction Cost Affidavit"** (*An example can be provided by Landlord upon request*)

_____ Landlord Initials

G. **All *Tenant Signage* per Section 9.01 of the *Lease Agreement* is installed.**

_____ Landlord Initials

NOW THEREFORE, Landlord and Tenant agree that per Section 3.09 of the ***Lease Agreement***, Landlord hereby agrees to furnish the Tenant with the ***T.I. Allowance*** of: **$54,000.00 ((Fifty-four thousand and no/100 dollars))** less amounts expended by Landlord for direct construction of ***Tenant's Work*** performed by Landlord, if any, and Tenant agrees to be in full compliance of all terms of the ***Lease Agreement*** by acceptance of the ***T.I. Allowance***.

IN WITNESS WHEREOF, the ***Parties*** hereto have executed this ***T.I. Statement*** as of first above date:

Innersculpt Studio LLC 971 Reverend B J Lewis Dr Houston TX 77088	**Dirt Yard Outpost 4, LLC** 5373 W Alabama St Ste 455 Houston, TX 77056
By:	By:
Printed name:	Printed name: Robert Piper
Title:	Title: Owner / Manager
Date:	Date:

Exhibit I Electronic Media Release Form

Electronic Media Transfer Terms and Conditions

WHEREAS, Dirt Yard Outpost 4, LLC (hereinafter called '***Landlord***') and Innersculpt Studio LLC (hereinafter called '***Tenant***') have entered into that certain ***Lease*** dated _____ (hereinafter called the '***Lease***') concerning the certain premises at 27104 State Hwy 249, Tomball, TX 77375 Bldg A Ste 400 (the '***Leased Premises***') located within the ***Neighborhood Center*** known as Gateway Plaza Tomball, and as designed by Diamond Develompent Group (hereinafter called '***Architect***' and as more particularly defined below).

Diamond Develompent Group
700 Gemini Ave Ste 260
ArchitectAddress2

Architect Project Number: 2252.01
Architect Email: Contact@diamonddevelompentgroup.com
Architect Phone: (832) 224-6400
Project Name: Gateway Plaza Tomball

WHEREAS, Tenant agrees per Section 3.01 of the ***Lease Agreement***, under no circumstances does the Landlord verify any electronic media dimensions and will not be held accountable for Tenant's design based on anything other than field verification by Tenant and their respective architects, engineers, and/or contractors.

NOW THEREFORE, Tenant has requested that ***Architect*** provide AutoCAD and/or Electronic Media files for Tenant's use and convenience. Such files will be provided, subject to the ***Tenant Person of Contact*** executing this Form (hereinafter called '***Recipient***') acceptance of the terms and conditions (the '***Form***') below:

A. Any electronic media transmitted to the ***Recipient*** shall remain the property of the ***Architect*** and are subject to its copyright. The files are to be used solely to facilitate the construction and construction documentation for the above referenced project and are not to be copied or reused for other projects.

B. Any electronic media transmitted to the ***Recipient*** are non-certified recordings of printed documents prepared by or for ***Architect*** and are not a part of the Contract Documents or in any way related to the ***Lease Agreement*** by and between the ***Landlord*** and ***Tenant***. These files are provided only for the convenience of the ***Recipient***, ***Tenant***, and others providing services to the ***Recipient*** or ***Tenant***. In accordance with the contract between the ***Landlord*** and ***Architect***, the official Contract Documents are the PDF files issued during the solicitation period, as modified by any subsequent contract amendment or modification.

C. Recipient accepts electronic files for drawings and specifications "as-is". In case of any differences between these files, the official Contract Documents, and Tenant's measurements within the field of the actual layout and dimensions of the ***Leased Premises*** (the '***Field Dimensions***'), the ***Recipient*** must rely solely on the ***Field Dimensions***.

D. Any use of the information obtained or derived from these electronic files will be at the ***Recipient***'s sole risk and without liability, risk or legal exposure to ***Architect***. Additionally, the ***Recipient*** agrees to indemnify, defend and hold harmless the following parties to the fullest extent permitted by law from all claims, damages, losses, expenses, penalties, and liabilities of any kind, including attorneys' fees, arising out of or resulting from the use of the Electronic Media Documents for any purpose: (i) the ***Architect***, its Employees and its Consultants; and (ii) Landlord, its agents, its contractors, its subcontractors, its consultants, and its employees.

E. ***Architect***, its Employees and its Consultants believes that no licensing or copyright fees are due to others on account of the transfer of the CAD Files or other electronic media, but to the extent any are, the ***Recipient*** shall be responsible for all fees and hold ***Architect***, its Employees and its Consultants harmless from such claims.

F. The attached files, or files about to be transmitted to ***Recipient***, may be considered sensitive information and should be transmitted only to those with a specific use in support of the above referenced Project. The ***Recipient*** and all subsequent users agree to limit file distribution accordingly and to provide a copy of this ***Form*** to all subsequent users.

ON BEHALF OF THE ***TENANT***, AND AS THE ***RECIPIENT,*** I CERTIFY THAT I HAVE READ AND ACCEPT THE ABOVE TERMS AND CONDITIONS (the ***FORM***):

Innersculpt Studio LLC

Signed: _____
Printed Name of Recipient: _____
Title: _____
Date of Execution: _____

Exhibit J Tenant Estoppel Certificate

The undersigned is the Tenant under the Lease (defined below) between **Dirt Yard Outpost 4, LLC**, as Landlord, and the undersigned, as Tenant, for the ***Leased Premises*** in the ***Neighborhood Center*** located at **27104 State Hwy 249, Tomball, TX 77375**, and known as **Gateway Plaza Tomball**, and hereby certifies to Landlord, Landlord's lender(s) and their respective successors and assigns as follows:

1. The ***Lease*** consists of the original ***Lease Agreement*** dated effective as of _____ (***Effective Date***), by and between Tenant and Landlord and the following amendments or modifications thereto:
   - "NONE"

   The documents listed above are herein collectively referred to as the ***Lease*** and represent the entire agreement between the ***Parties*** with respect to the ***Leased Premises***. All capitalized terms used herein but not defined shall be given the meaning assigned to them in the ***Lease***.

2. The Lease is in full force and effect and has not been modified, supplemented, or amended in any way except as provided in Section 1 above.

3. The ***Lease Term*** commenced on _____, and expires, excluding any renewal options, on _____, and Tenant has no option to purchase all or any part of the ***Leased Premises*** or the ***Neighborhood Center*** or, except as expressly set forth in the ***Lease***, any option to terminate or cancel the ***Lease***. Tenant has accepted the ***Leased Premises***, which is comprised of approximately **1,800 *Rentable Square Feet*** of space. Tenant is in occupancy of the ***Leased Premises*** and is paying ***Rent*** under the ***Lease***.

4. Tenant has **0 (zero) additional concurrent terms(s) of 0 (zero) months** renewal option(s). There are no options to expand or rights of first refusal either to lease or purchase the ***Leased Premises*** or any other portion of the ***Building***.

5. There is no ***Security Deposit***.

6. Tenant currently occupies the ***Leased Premises*** described in the ***Lease*** and Tenant has not transferred, assigned, or sublet any portion of the ***Leased Premises*** nor entered into any license or concession agreements with respect thereto.

7. Tenant is required to pay ***Tenant's Share*** (being **10.2215%**) of ***Common Area Maintenance Costs***, insurance costs and Taxes. The current monthly installment of ***Base Rent*** is _____ and the current monthly installment of estimated ***Additional Rent*** is _____. No ***Rent*** has been paid more than 30 (thirty) calendar days in advance. There are no concessions, bonuses, free rental periods, rebates, advance ***Rent*** payments, or other matters affecting the ***Base Rent*** and ***Additional Rent*** payable by Tenant under the ***Lease***.

8. All conditions of the ***Lease*** to be performed by Landlord necessary to the enforceability of the ***Lease*** have been satisfied and Landlord is not in default thereunder. In addition, Tenant has not delivered any ***Notice*** to Landlord regarding a default by Landlord thereunder.

9. As of the date hereof, there are no existing defenses or offsets, or, to the undersigned's knowledge, claims or any basis for a claim, that the undersigned has against Landlord, and no event has occurred and no condition exists, which, with the giving of ***Notice*** or the passage of time, or both, will constitute a default under the ***Lease***.

10. If Tenant is a corporation, partnership or other business entity, each individual executing this Tenant Estoppel Certificate on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in the state in which the ***Leased Premises*** are located and that Tenant has full right and authority to execute and deliver this Tenant Estoppel Certificate and that each person signing on behalf of Tenant is authorized to do so.

11. There are no actions pending against Tenant under any bankruptcy or similar laws of the United States or any state.

12. Other than in compliance with all applicable laws and incidental to the ordinary course of the use of the ***Leased Premises***, the undersigned has not used or stored any hazardous substances in the ***Leased Premises***.

13. All repair and tenant improvement work to be performed by Landlord under the ***Lease*** has been completed in accordance with the ***Lease*** and has been accepted by the undersigned and all reimbursements and ***T.I. Allowance***s due to the undersigned under the ***Lease*** in connection with any tenant improvement work have been paid in full.

14. All construction work in the ***Leased Premises*** has been completed and accepted by Tenant and Landlord has paid in full all ***T.I. Allowance***s due and payable to Tenant, except as follows (if left blank, deemed none):

_____

_____

Executed as of: _____

TENANT: **Innersculpt Studio LLC**

By: _____

Name: _____

Title: _____

Brennan Layne Cross, jointly and severally liable with Lori Dee Brazzil-Cross, (whether one or more), herein referred to as an individual (the "***Guarantor***"), joins herein for the purpose of confirming and certifying to Buyer, Buyer's lender(s) and their respective successors and assigns the following: that certain instrument entitled Unconditional Guaranty of ***Lease*** (the "***Guaranty***") and delivered in connection with the ***Lease*** remains in full force and effect; that there are no defenses, claims, counterclaims, or offsets existing against ***Guarantor***'s and or ***Tenant Obligations*** under the ***Guaranty***; and the ***Guaranty*** has not been amended, released, or waived, in whole or in part.

GUARANTOR:

_____

Brennan Layne Cross

_____

Lori Dee Brazzil-Cross

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 **Innersculpt Studio, LLC** (the "Company"), 971 Reverend B J Lewis Dr., Houston, TX 77060.

W I T N E S S E T H :

WHEREAS, it is the established policy of the TEDC to adopt such reasonable measures from time-to-time as are permitted by law to promote local economic development and stimulate business and commercial activity within the City of Tomball (the "City"); and

WHEREAS, the Company proposes to lease an 1,800 square foot existing commercial space located at 27104 TX-249, Bldg. A, Ste 400, Tomball, Texas 77375 (the "Property"), and more particularly described in Exhibit "A," attached hereto and made a part hereof; and

WHEREAS, the Company proposes to open a Pilates Fitness Studio at the Property; and

WHEREAS, the Company proposes to create Two (2) full-time jobs in Tomball in conjunction with the new location; and

WHEREAS, the TEDC agrees to provide to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not to exceed Ten Thousand Dollars ($10,000.00), in accordance with an established Rental Assistance Incentive; and

DRAFT

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

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 3, the Company covenants and agrees that it will operate and maintain the proposed business for a term of at least three (3) years within the City of Tomball.

2.

The Company also covenants and agrees that construction of the Improvements, the addition of the Two (2) new employees, and obtaining all necessary occupancy permits from the City shall occur within eighteen (18) months from the Effective Date of this Agreement. Extensions of these deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the Board of Directors of the TEDC.

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.

DRAFT

In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not to exceed Ten Thousand Dollars ($10,000.00). 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 Property; (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; and, (c) an affidavit from the landlord of the Property stating that all rents have been paid in accordance with the terms of the lease agreement for the first twelve consecutive months of operation.

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.

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6.

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.

7.

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: Innersculpt Studio, LLC
27104 TX-249, Bldg. A, Ste 400,
Tomball, TX 77375
Attn: Brennan Cross, Owner

8.

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.

DRAFT

9.

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.

10.

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. 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.

11.

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.

DRAFT

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 2025 (the "Effective Date").

INNERSCULPT STUDIO, LLC

By: _____

Name: Brennan Cross

Title: Owner

ATTEST:

By: _____

Name: _____

Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: _____

Title: President, Board of Directors

ATTEST:

By: _____

Name: _____

Title: Secretary, Board of Directors

DRAFT

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the __ day of ____ 2025, by Brennan Cross, Owner of Innersculpt Studio, LLC, 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 _8th____ day of _July___ 2025, 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)

DRAFT

Exhibit "A"

Legal Description of Property

Property Address: 27104 TX-249, Bldg. A, Suite 400 Tomball, TX 77375

DRAFT

RESOLUTION NO. 2025-31-TEDC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING AND APPROVING THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION'S PROJECT TO EXPEND FUNDS IN ACCORDANCE WITH AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CORPORATION AND INNERSCULPT STUDIO, LLC TO PROMOTE AND DEVELOP A NEW OR EXPANDED BUSINESS ENTERPRISE; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the Tomball Economic Development Corporation (the "TEDC"), created pursuant to the Development Corporation Act, now Chapter 501 of the Texas Local Government Code, as amended (the "Act"), desires to adopt projects and provide incentives for economic development within the City; and

WHEREAS, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of Ten Thousand Dollars ($10,000.00), found by the Board to be required or suitable to promote a new business development by Innersculpt Studio, LLC; and

WHEREAS, pursuant to the Act, the TEDC may not undertake such project without the approval of Tomball City Council; and

WHEREAS, City Council finds and determines that such project promotes new or expanded business development and is in the best interests of the citizenry; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

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 City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Ten Thousand Dollars ($10,000.00), to Innersculpt Studio, LLC, in accordance with an economic development agreement by and between the TEDC and Innersculpt Studio, LLC to promote and develop a new or expanded business enterprise, to be located at 27104 TX-249. Bldg. A, Ste 400, Tomball, Texas 77375.

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 City Council of the City of Tomball, Texas, 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.

PASSED AND APPROVED on first reading this _____ day of _____, 202__.

PASSED, APPROVED, AND RESOLVED on second and final reading this _____ day of _____, 202__.

_____
Lori Klein Quinn, Mayor

ATTEST:

_____
City Secretary

Regular City Council
Agenda Item
Data Sheet

Meeting Date: July 21, 2025

Topic:

Approve, on First Reading, Resolution No. 2025-32-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Klauer Manufacturing Company to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 21609 Hufsmith Kohrville Rd, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed $10,000.00.

Background:

On July 8, 2025, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, an economic development performance agreement with Klauer Manufacturing Company for rental assistance for new or expanded business enterprise. The Tomball City Council has final approval authority over all programs and expenditures of the Corporation.

Origination: Tomball Economic Development Corporation Board of Directors

Recommendation: Approval of Resolution No. 2025-32-TEDC

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: X 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

TOMBALL
ECONOMIC DEVELOPMENT CORP.

TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: July 21, 2025

SUBJECT: Klauer Manufacturing Company

ITEM TYPE: Action

The Tomball Economic Development Corporation has received a request from Brenda Hoefler, Chief Financial Officer, Klauer Manufacturing Company, for funding assistance through the TEDC's Rental Incentive Program.

Klauer Manufacturing is a fifth-generation family-owned leading U.S manufacturer of sheet metal products for residential and commercial construction. The company was founded in 1870 in Dubuque, Iowa and they would like to open a secondary location in a 40,200 square foot office/warehouse building located at 21609 Hufsmith Kohrville Rd, Tomball, Texas 77375.

The goal of the TEDC's Rental Incentive Program is to assist in the establishment of new businesses in existing vacant spaces and to stimulate commercial investment in the City of Tomball. In accordance with the Rental Incentive Program Policy, the proposed performance agreement is for 25% of the base monthly rent for the first year of operation only, not to exceed $10,000.00 per business.

The lease agreement that was submitted in conjunction with the request letter shows a five-year lease commitment with a monthly rent amount of $28,944.00 for the first 12 months. The proposed grant amount is $10,000.00, payable after the first year of operation based on landlord verification of rents paid and meeting the performance agreement criteria.

KLAUER
MANUFACTURING CO.

June 12, 2025

Dear TEDC Board of Directors,

Klauer Manufacturing Company respectfully requests economic assistance from the Tomball Economic Development Corporation to support the launch of our new manufacturing and distribution facility in Tomball, Texas.

About Klauer Manufacturing

- Founded in 1870, Klauer Manufacturing is a fifth-generation family-owned business employing 240 people and operating 375,000 square feet of manufacturing space in Dubuque, Iowa.
- Leading U.S. manufacturer of sheet metal products for residential and commercial construction.
- We have a proven history of responsible growth and a commitment to expanding alongside our customers' needs.

Project Overview and Long-Term Commitment

- We are finalizing plans for a long-term lease on a newly constructed 40,200 square foot facility, establishing a long-term presence in Tomball.
- Our plan includes finalizing the buildout with local contractors, then adding machinery, equipment, and IT infrastructure to enable manufacturing and distribution.
- We expect to be shipping product from Tomball in August 2025 and to begin manufacturing operations by Q4 2025.

Use of Funds

- We are seeking assistance to help offset our considerable investment in Tomball including lease expense, facility build-out, job creation and onboarding, machinery and equipment, and IT infrastructure as we establish this new location.

KLAUER
MANUFACTURING CO.

Strategic and Community Impact

- We will be filling five high-quality jobs in 2025, with plans to provide a total of fifteen high-quality positions within five years.
- Expanding into Texas will enable us to support existing customers who have operations in both Texas and other markets, allowing us to extend our business relationships with these companies, as well as develop new customer relationships in the region.

Klauer Manufacturing is committed to growing where our customers need us, and we look forward to building a long-term partnership with the Tomball community. Please let us know if you need additional details or supporting documents.

We are grateful for this opportunity and look forward to receiving your assistance. Thank you for your consideration.

Sincerely,

Brenda Hoefler

Brenda Hoefler
Chief Financial Officer, Klauer Manufacturing Company
hoeflerbk@klauer.com
563.585.3454

TOMBALL
ECONOMIC DEVELOPMENT CORP.

NEW BUSINESS RENTAL INCENTIVE PROGRAM

PART A –BUSINESS OWNER APPLICATION

The New Business Rental Incentive Program seeks to reduce area vacancies and facilitate the establishment of new businesses in previously underutilized areas of the City. The intent of the program is to facilitate business growth and expansion by assisting businesses in leasing space. All grant award decisions of the Tomball Economic Development Corporation (TEDC) Board of Directors are discretionary and final. Through the Program, the TEDC will provide up to 25% of the base monthly rent for the first year of operation only, not to exceed $10,000 per business.

Business Owner Applicant Information

Name of Business: Klauer Manufacturing Company

Current Business Physical Address: 1185 Roosevelt St Ext

City, State & Zip Dubuque, IA 52001

Mailing Address: 1185 Roosevelt St Ext

City, State & Zip Dubuque, IA 52001

Business Phone: 563-582-7201

Business Website: klauer.com

Business Owner Name: Mike Klauer

Applicant's Name (if different): _____

Position /Title: President

Phone and Email: 563-582-7201 mklauer@klauer.com

Nature of Business: Mfg of flashing, steel siding, soffit & fascia, rainware, and panel

NAICS Code: 332322

Legal Form of Business:

- ☐ Sole Proprietor
- ☐ Partnership Number of Partners _____
- ☒ Corporation
- ☐ Limited Liability Corp
- ☐ Other _____

Business Start/Opening Date _____

Days and Hours of Operation

Days Open: M-F

Hours Open: 24 hours

Employees

Full Time Employees (40 hours per week): 231

Part Time Employees (less than 40 hours per week): 10

Does the Business Owner Have any Relationship to the Property Owner/Landlord?

No ■ Yes □ (please explain)

Moving and Space Improvement Cost and Funding Information

Investment Data

Tenant Space Improvement (finish)	$ 400,000
Landlord Space Improvement (finish)	$
Equipment and Display	$ 1,050,000
Product Stock (for Opening)	$ 250,000
Marketing (First Year)	$ 50,000

Sources of Funding for Move/Expansion

Funds invested by owner	$ 1,750,000
Funds from other sources*	$ 0
Total estimated cost to move/expand	$ 1,500,000

* Source of Funding and Amounts Klauer Mfg Operations and Loan Facility

New Lease Property Information

Address of space to be leased: 21609 Hufsmith Kohrville Rd, Tomball, TX 77375

Total amount of square feet to be leased and occupied: 40200

Term of lease (minimum 3 years): 5 years

Gross rental rate $28944 per month $.72 per s.f.

Additional lease terms and other monthly charges: Additional costs for insurance and property taxes.

Indicate any rate increases: Yr 2 .73, Yr3 .74, Yr4 .75, Yr 5 .76 rsf/month

FINANCIAL NEED DEMONSTRATION: Acceptance into the Rental Incentive Program requires an acceptable explanation of financial need. Use the lines below to explain why and how the rent subsidy is an important factor in opening your business.

Obtaining an economic development incentive is important because it helps offset the significant upfront costs of launching a new operation, accelerates our ability to invest in local jobs and infrastructure, and improves our long-term competitiveness. This incentive would play a critical role in supporting our commitment to growth and partnership with the local community.

Explain how your business will benefit and enhance the area in which you are locating and how your business will complement other businesses within the area:

We will create new jobs, increase local spending, and add to the areas's industrial base, supporting economic growth. By using local suppliers and services where possbile, we will increase demand for nearby businesses and benefit the broader business community.

Certification

By signing below, the Business Owner of record (applicant) understands and agrees to the following:

1. All information contained in this application, the attached exhibits and other materials submitted in connection with this application are true and accurate to the best of the business owner's knowledge. Business owner understands and agrees that false or untruthful information may be grounds for the TEDC to stop processing this application or to withdraw any approval previously obtained based in whole or in part on such false or untruthful statements.

2. The TEDC is under no obligation to approve the request contained in the application. No promises of approval are conveyed with the acceptance of this application.

3. All tax obligations to the City of Tomball are current.

4. The business is currently in good standing with the City, and has no pending municipal code violations.

5. The business is not currently occupying the space with or without a lease in place.

6. The APPLICANT hereby certifies that the APPLICANT 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 under the law to be employed in that manner in the United States. APPLICANT understands and agrees that if, after receiving a Grant, APPLICANT is convicted of a violation under 8 U.S.C. Section 1324a(f), the APPLICANT shall be required to reimburse to the TEDC the grant amount received. Payments must be paid in full within thirty (30) days after the date of written notification by the TEDC. The form of such payment shall be a cashier's check or money order, made payable to the Tomball Economic Development Corporation. The TEDC has the right to recover court costs and reasonable attorney's fees as a result of any civil action required to recover such repayment.

Michael Klauer

Printed Name of Principal Owner

M. J. Klauer

Signature

6/4/2025

Date

Please submit the completed application along with a copy of the Proposed Lease Agreement to:

Kelly Violette

Tomball Economic Development Corporation

29201 Quinn Road, Suite B

Tomball, TX 77375

For further questions about the Program, please contact Kelly Violette, Executive Director, at 281.401.4086 or kviolette@tomballtxedc.org.

TOMBALL
ECONOMIC DEVELOPMENT CORP.

NEW BUSINESS RENTAL INCENTIVE PROGRAM

PART B – PROPERTY OWNER/LANDLORD APPLICATION

Complete all items carefully and accurately to the best of your knowledge and return with a copy of Proof of Ownership to:

Kelly Violette
Tomball Economic Development Corporation
29201 Quinn Road, Suite B
Tomball, TX 77375

Property Address: 21609 Hufsmith Kohrville Rd, Tomball, TX 77375

Property Owner of Record: TARA Builders LLC
Mailing Address: 2807 East Grove LN
City, State & Zip Houston, TX 77027
Phone: 713-962-9920 Email: cnickson@msn.com
Name(s) of Authorized Signatories: _____

Name of Management Company: _____
Name of Representative/Contact Person: _____
Management Company Address: _____
City, State & Zip _____
Phone: _____ Email: _____

Name of proposed business at site:

Klauer Manufacturing Company

Name of business owner:

Michael Klauer

DOES THE BUSINESS OWNER OR THE BUSINESS HAVE ANY RELATIONSHIP TO THE PROPERTY OWNER/LANDLORD? NO ■ YES □ Please explain

_____

_____

_____

SITE & LEASE INFORMATION

Total amount of square feet to be leased and occupied by business: 40200

Term of lease: 5 years

Gross rental rate $28944 per month $.72 per s.f.

Additional lease terms and other monthly charges: Additional costs for insurance and property taxes.

Indicate any rate increases: Yr2 .73, Yr3 .74, Yr4 .75, Yr5 .76 rsf/month

Is the subject space currently vacant? Yes ■ No □

If yes, how long has the space been vacant? New months

Name of previous tenant: NA

Previous Rental Rate: $NA Per Month $ _____ Per Square Foot

CERTIFICATIONS

Are all real estate and personal property taxes due the City of Tomball paid in full?

Subject Property: YES ■ NO □ (Please explain on supplemental sheet)

Other Properties: YES ■ NO □ N/A □

Are all City of Tomball water and sewer bills due paid in full?

Subject Property: YES ■ NO □ (Please explain on supplemental sheet)

Other Properties: YES ■ NO □ N/A □

Have you been cited for any existing zoning, building or property maintenance code violations that remain uncorrected?

Subject Property: YES □ NO ■ (Please explain on supplemental sheet)

Other Properties: YES □ NO ■ N/A □

Are you involved in any litigation with the City of Tomball?

□ YES (Please explain on supplemental sheet)

■ NO

By signing below, the Landlord/Property Owner of record understands and agrees to the following:

1. All information contained in this application, the attached exhibits and other materials submitted in connection with this application are true and accurate to the best of the land owner's knowledge. Landowner understands and agrees that false or untruthful information may be grounds for the TEDC to stop processing this application or to withdraw any approval previously obtained based in whole or in part on such false or untruthful statements.
2. The TEDC is under no obligation to approve the request contained in the application. No promises of approval are conveyed with the acceptance of this application.
3. All tax obligations to the City of Tomball are current.
4. The property is currently in good standing with the City, and has no pending municipal code violations.
5. The business is not currently occupying the space with or without a lease in place.

TRR Builders LLC

Printed Name of Property Owner/Landlord

Signature

6/9/25

Date

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 **Klauer Manufacturing Company** (the "Company"), 1185 Roosevelt St. EXT., Dubuque, IA 52001.

W I T N E S S E T H :

WHEREAS, it is the established policy of the TEDC to adopt such reasonable measures from time-to-time as are permitted by law to promote local economic development and stimulate business and commercial activity within the City of Tomball (the "City"); and

WHEREAS, the Company proposes to lease a 40,200 square foot existing office warehouse space located at 21609 Hufsmith Kohrville Rd, Tomball, Texas 77375 (the "Property"), and more particularly described in Exhibit "A," attached hereto and made a part hereof; and

WHEREAS, the Company proposes to open a sheet metal manufacturing facility at the Property; and

WHEREAS, the Company proposes to create Five (5) full-time jobs in Tomball in conjunction with the new location; and

WHEREAS, the TEDC agrees to provide to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not

DRAFT

to exceed Ten Thousand Dollars ($10,000.00), in accordance with an established Rental Assistance Incentive; and

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

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 3, the Company covenants and agrees that it will operate and maintain the proposed business for a term of at least three (3) years within the City of Tomball.

2.

The Company also covenants and agrees that construction of the Improvements, the addition of the five (5) new employees, and obtaining all necessary occupancy permits from the City shall occur within eighteen (18) months from the Effective Date of this Agreement. Extensions of these deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the Board of Directors of the TEDC.

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.

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4.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not to exceed Ten Thousand Dollars ($10,000.00). 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 Property; (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; and, (c) an affidavit from the landlord of the Property stating that all rents have been paid in accordance with the terms of the lease agreement for the first twelve consecutive months of operation.

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.

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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.

6.

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.

7.

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: Klauer Manufacturing Company
1185 Roosevelt St. EXT
Dubuque, IA 52001

DRAFT

Attn: Brenda Hoefler, Chief Financial Officer

8.

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.

9.

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.

10.

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. 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.

11.

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

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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 _____ 2025 (the "Effective Date").

KLAUER MANUFACTURING COMPANY

By: _____

Name: Brenda Hoefler

Title: Chief Financial Officer

ATTEST:

By: _____

Name: _____

Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: _____

Title: President, Board of Directors

DRAFT

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 ____ 2025, by Brenda Hoefler, Chief Financial Officer of Klauer Manufacturing Company, 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 _8th____ day of _July___ 2025, 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

DRAFT

My Commission Expires: _____

(SEAL)

DRAFT

Exhibit "A"

Legal Description of Property

Property Address: 21609 Hufsmith Kohrville Rd, Tomball, Texas 77375

DRAFT

TEXAS REALTORS

COMMERCIAL LEASE

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

CONCERNING THE LEASED PREMISES AT **21609 Hufsmith Kohrville Rd Tomball, TX 77375**
between **TARA Builders LLC** (Landlord)
and **Klauer Manufacturing Company** (Tenant).

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ADDENDA & EXHIBITS *(check all that apply)*

- [X] Exhibit **Site Plan**
- [ ] Exhibit _____
- [ ] Exhibit _____
- [ ] Commercial Property Condition Statement (TXR-1408)
- [X] Commercial Lease Addendum for Broker's Fee (TXR-2102)
- [ ] Commercial Lease Addendum for Option to Extend Term (TXR-2104)
- [ ] Commercial Lease Addendum for Tenant's Right of First Refusal (TXR-2105)
- [ ] Commercial Lease Addendum for Percentage Rent (TXR-2106)
- [ ] Commercial Lease Addendum for Parking (TXR-2107)
- [ ] Commercial Landlord's Rules and Regulations (TXR-2108)
- [ ] Commercial Lease Guaranty (TXR-2109)
- [ ] Commercial Lease Addendum for Tenant's Option for Additional Space (TXR-2110)
- [ ] Commercial Lease Construction Addendum (TXR-2111) or (TXR-2112)
- [ ] Commercial Lease Addendum for Contingencies (TXR-2119)
- [ ] Information About Brokerage Services (TXR-2501)
- [ ] _____
- [ ] _____
- [ ] _____
- [ ] _____

TEXAS REALTORS

COMMERCIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2020

1. **PARTIES:** The parties to this lease are:

   Landlord: **Tara Builders LLC** ; and

   Tenant: **Klauer Manufacturing Company** .

2. **LEASED PREMISES:**

   A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements *(Check only one box)*:

   ☐ (1) Multiple-Tenant Property: Suite or Unit Number _____ containing approximately _____ square feet of rentable area ("rsf") in _____ *(project name)* at _____ *(address)* in _____ *(city)*, _____ *(county)*, Texas, which is legally described on attached Exhibit _____ or as follows:

   _____

   _____

   _____.

   ☒ (2) Single-Tenant Property: The real property containing approximately **40,200** square feet of rentable area ("rsf") at: **21609 Hufsmith Kohrville Rd** *(address)* in **Tomball** *(city)*, **Harris** *(county)*, Texas, which is legally described on attached Exhibit **N/A** or as follows:
   A 40,200sf Office Warehouse on 5 acres or more specifically described as:
   LT 1 BLK 1 RESERVE HK 5

   _____.

   B. If Paragraph 2A(1) applies:
   (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
   (2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area ☐ will ☒ will not be adjusted if re-measured.

3. **TERM:**

   A. Term: The term of this lease is **62** months and **0** days, commencing on: **August 1, 2025** (Commencement Date) and ending on **September 30, 2030** (Expiration Date).

   B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant

for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 60 day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

C. Certificate of Occupancy: Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit N/A or as follows:

Dates		Rate per rentable square foot *(optional)*				Base Monthly Rent $
From	To	$ Monthly Rate		$ Annual Rate		
08/01/2025	09/30/2025	Abated	/ rsf / month	Abated	/ rsf / year	Abated
10/01/2025	09/30/2026	0.72	/ rsf / month	8.64	/ rsf / year	28,944.00
10/01/2026	09/30/2027	0.73	/ rsf / month	8.76	/ rsf / year	29,346.00
10/01/2027	09/30/2028	0.74	/ rsf / month	8.88	/ rsf / year	29,748.00
10/01/2028	09/30/2029	0.75	/ rsf / month	9.00	/ rsf / year	30,150.00
10/01/2029	09/30/2030	0.76	/ rsf / month	9.12	/ rsf / year	30,552.00

B. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord the expense reimbursement detailed in Paragraph 4J (if applicable) and all other amounts, as provided by the attached *(Check all that apply.)*:

☐ (1) Commercial Lease Addendum for Percentage Rent (TXR-2106)
☐ (2) Commercial Lease Addendum for Parking (TXR-2107)
☐ (3) _____

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

C. First Full Month's Rent: The first full monthly rent is due on or before On Execution (40,200 X .72 = $28,944.00 + OPEX 40,200 X .19 =$7,638 // Total Gross Rent: $36,582.00).

D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

E. Place of Payment: Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: TARA Builders LLC
Address: 2807 East Grove Lane
Houston, TX 77027

F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.

H. Returned Checks: Tenant will pay $ 400.00 for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.

I. Application of Funds: Regardless of any notation on a payment, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to: late charges and returned check charges, repairs, brokerage fees, periodic utilities and thereafter to rent.

(Check box only if Tenant reimburses Landlord for some or all expenses. Do not check for "gross" leases.)

[X] J. Expense Reimbursement. In addition to base monthly rent stated in Paragraph 4A, Tenant will pay Landlord the expense reimbursement described in this Paragraph 4J. Tenant will pay the expense reimbursement as additional rent each month at the time the base-monthly rent is due. All amounts payable under this Paragraph 4J are deemed to be "rent" for the purposes of this lease.

[X] (1) Reimbursable Periods. Additional rent under this Paragraph 4J is due for all months listed in the chart in Paragraph 4A, even if the base monthly rent is zero.

(2) Definitions:

(a) *"Tenant's pro rata share"* is 100.000 %.

(b) *"CAM"* means all of Landlord's expenses reasonably incurred to maintain, repair, operate, manage, and secure the Property (for example, security, lighting, painting, cleaning, decorations, utilities, trash removal, pest control, promotional expenses, and other expenses reasonably related the Property's operations); including all expenses incurred by Landlord under Paragraph 15, but not including expenses for structural components and roof replacement; CAM does not include capital expenditures, interest, depreciation, tenant improvements, insurance, taxes, or brokers' leasing fees. Notwithstanding the foregoing, CAM does include the amortized costs incurred by Landlord in making capital improvements or other modifications to the Property to the extent such improvements or modifications reduce CAM overall. These costs will be amortized over the useful life of the improvement or modification on a straight-line basis; however, in no event will the charge for such amortization included in CAM exceed the actual reduction in CAM achieved by the improvements and modifications.

(c) *"Insurance"* means Landlord's costs to insure the leased premises and the Property including but not limited to insurance for casualty loss, general liability, and reasonable rent loss, provided, however, that such coverage shall be limited to commercially reasonable levels based on standard

(d) *"Taxes"* means the real property ad valorem taxes assessed against the leased premises and Property inclusive of all general and special assessments and surcharges.

replacement value, and Tenant shall not be responsible for costs related to inflated or

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above-market coverage levels.

(e) *"Structural"* means all of Landlord's expenses reasonably incurred to maintain, repair, and replace the roof, foundation, exterior walls, load bearing walls and other structural components of the Property.

(f) *"Roof"* means all roofing components including, but not limited to decking, flashing, membrane, and skylights.

(3) Method: The additional rent under this Paragraph 4J will be computed under the following method *(Check only one box): Note: "CAM" does not include taxes and insurance costs.*

☐ (a) Base-year expenses: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed the amount of the monthly base-year expenses for the calendar year _____ for: ☐ taxes; ☐ insurance; ☐ CAM; ☐ structural; and ☐ _____
_____.

☐ (b) Expense-stop: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed $_____ per square foot per year for: ☐ taxes; ☐ insurance; ☐ CAM; ☐ structural; ☐ roof replacement; and ☐ _____
_____.

☒ (c) Net: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property for: ☒ taxes; ☒ insurance; ☐ CAM; ☐ structural; ☐ roof replacement; and ☐ _____.

(4) Projected Monthly Expenses: On or about December 31 of each calendar year, Landlord will project the applicable monthly expenses (those that Tenant is to pay under this lease) for the following calendar year and will notify Tenant of the projected expenses. The projected expenses are based on Landlord's estimates of such expenses. The actual expenses may vary.

Notice: The applicable projected expenses at the time the lease commences are shown in the table below. The total area of the Property presently used by Landlord for calculating expense reimbursements is **40,200** rentable square feet (including any add on factor for common areas).

Projected Expenses			
$ Monthly Rate		$ Annual Rate	
0.19	/ rsf / month	**2.28**	/ rsf / year

(5) Reconciliation: Within 120 days after the end of each calendar year, Landlord will notify Tenant of the actual costs of the applicable expenses (those that Tenant is to pay under this lease) for the previous year. If the actual costs of the applicable expenses exceed the amounts paid or owed by Tenant for the previous year, Tenant must pay the deficient amount to Landlord within 30 days after Landlord notifies Tenant of the deficient amount. If the actual costs of the applicable expenses are less than the amounts paid by Tenant for the previous year, Landlord will refund the excess to Tenant or will credit the excess to Tenant's next rent payment(s). Tenant may audit or examine those items in Landlord's records that relate to Tenant's obligations under this Paragraph 4J. Landlord will promptly refund to Tenant any overpayment revealed by an audit or examination. If the audit or examination reveals an error of more than 5% over the amounts Landlord collected in a calendar year from Tenant under this lease, Landlord will pay the reasonable cost of the audit or examination. Landlord may not seek a deficiency from Tenant under this paragraph if Landlord fails to timely provide the required notice.

5. SECURITY DEPOSIT:

A. Upon execution of this lease, Tenant will pay $ 38,190.00 to Landlord as a security deposit.

B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.

C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. **TAXES:** Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises. Tenant waives all rights to protest the appraised value of the leased premises and the Property, or appeal the same and all rights to receive notices of reappraisal set forth in sections 41.413 and 42.015 of the Texas Tax Code.

7. UTILITIES:

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. *(Check all that apply.)*

	N/A	Landlord	Tenant
(1) Water	☐	☐	☒
(2) Sewer	☐	☐	☒
(3) Electric	☐	☐	☒
(4) Gas	☒	☐	☐
(5) Telephone	☐	☐	☒
(6) Internet	☐	☐	☒
(7) Cable	☐	☐	☒
(8) Trash	☐	☐	☒
(9) _____	☒	☐	☐
(10)All other utilities	☐	☐	☒

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider, except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

C. **Notice: Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.**

D. After-Hours HVAC Charges: "HVAC services" means heating, ventilating, and air conditioning of the leased premises. *(Check one box only.)*

☐ (1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

☐ (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of $ _____ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.

☒ (3) Tenant will pay for the HVAC services under this lease.

8. INSURANCE:

A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:
(1) commercial general liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: *(check only (a) or (b) below)*
☐ (a) $1,000,000; or
☒ (b) $2,000,000.
If neither box is checked the minimum amount will be $1,000,000.
(2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and
☐ (3) business interruption insurance sufficient to pay 12 months of rent payments.

B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.

C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:
(1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or
(2) exercise Landlord's remedies under Paragraph 20.

D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any commercial general liability insurance in an amount that Landlord determines reasonable and appropriate.

E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

A. Tenant may use the leased premises for the following purpose and no other: **Steel Siding Manufacturing, Supply & Distribution, as well as any other Klauer Mfg. business, and all lawful purposes.**

B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during ~~business~~ hours that are typical of the industry in which Tenant represents it operates.

C. The Property maintains operating hours of *(specify hours, days of week, and if inclusive or exclusive of weekends and holidays)*: **24/7/365 days**

10. LEGAL COMPLIANCE:

A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
(1) any activity which is a nuisance or is offensive, noisy, or dangerous;
(2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
(3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
(4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
(5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
(6) the permanent or temporary storage of any hazardous material; or
(7) **N/A**

B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.

C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.

B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.

C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

12. ACCESS BY LANDLORD:

A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.

B. During the last **120** days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.

B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.

C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.

D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. ~~Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.~~

15. MAINTENANCE AND REPAIRS:

A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. ☐ Landlord ☒ Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.

B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.

C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable

condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. *(Check all that apply.)*

	N/A	Landlord	Tenant
(1) Foundation, exterior walls and other structural components	☐	☒	☐
(2) Roof replacement	☐	☒	☐
(3) Roof repair	☐	☐	☒
(4) Glass and windows	☐	☐	☒
(5) Fire protection equipment	☐	☐	☒
(6) Fire sprinkler systems	☐	☐	☒
(7) Exterior and overhead doors, including closure devices, molding, locks, and hardware	☐	☐	☒
(8) Grounds maintenance, including landscaping and irrigation systems	☐	☐	☒
(9) Interior doors, including closure devices, frames, molding, locks, and hardware	☐	☐	☒
(10) Parking areas and walks	☐	☐	☒
(11) Plumbing systems, drainage systems and sump pumps	☐	☐	☒
(12) Electrical systems, mechanical systems	☐	☐	☒
(13) Ballast and lamp replacement	☐	☐	☒
(14) Heating, Ventilation and Air Conditioning (HVAC) systems	☐	☐	☒
(15) HVAC system replacement	☐	☐	☒
(16) Signs and lighting:			
(a) Pylon	☒	☐	☐
(b) Fascia	☐	☐	☒
(c) Monument	☒	☐	☐
(d) Door/Suite	☐	☐	☒
(e) Directional	☒	☐	☐
(f) Other: _____	☒	☐	☐
(17) Extermination and pest control, excluding wood-destroying insects.	☐	☐	☒
(18) Fences and Gates	☐	☐	☒
(19) Storage yards and storage buildings	☐	☐	☒
(20) Wood-destroying insect treatment and repairs	☐	☐	☒
(21) Cranes and related systems	☒	☐	☐
(22) N/A		☐	☐
(23) N/A		☐	☐
(24) All other items and systems.		☐	☒

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(14), Tenant ☒ is ☐ is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.

F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, or allocate areas for short term or reserved parking for specific tenants, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.

G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.

H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.

B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.

C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.

D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease ~~will become Landlord's property and must be surrendered to Landlord at the time this lease ends,~~ except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

17. LIENS: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within ~~20~~ days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. LIABILITY: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;

B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, terrorism, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

19. INDEMNITY: Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. DEFAULT:

A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.

B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 20 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.

C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
(1) any lost rent;
(2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
(3) repairs to the leased premises for use beyond normal wear and tear;
(4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
(5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
(6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
(7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
(8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
(9) any other recovery to which Landlord may be entitled under this lease or under law.

21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT: Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

22. HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for

any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

23. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

25. RELOCATION:

☐ A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses incurred by Tenant payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary, business cards, and marketing materials containing Tenant's address. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.

☒ B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

26. SUBORDINATION:

A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
(1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
(2) all advances made under any such lien, encumbrance, or ground lease;
(3) the interest payable on any such lien or encumbrance;
(4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
(5) any restrictive covenant affecting the leased premises or the Property; and
(6) the rights of any owners' association affecting the leased premises or Property.

B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. ESTOPPEL CERTIFICATES AND FINANCIAL INFORMATION:

A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

28. CASUALTY LOSS:

A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.

B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.

C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.

D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.

E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

30. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. REPRESENTATIONS:

A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign this lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.

B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the health or safety of an ordinary person, except: N/A

C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. BROKERS:

A. The brokers to this lease are:

Principal Broker:	**Cooperating Broker:**
Southwest Realty Advisors	Colliers
Agent: Marc Drumwright	Agent: Barrett Gibson
Address: 14538 San Pietro Dr Houston, TX 77070	Address: 1233 West Loop South, Suite 900 Houston, TX 77070
Phone & Fax: (713)515-7441	Phone & Fax: (713)830-9114
E-mail: marc@sracommercial.com	E-mail: barrett.gibson@colliers.com
License No.: 459135	License No.:

Principal Broker: *(Check only one box)*
- [X] represents Landlord only.
- [ ] represents Tenant only.
- [ ] is an intermediary between Landlord and Tenant.

Cooperating Broker represents Tenant.

B. Fees:

[X] (1) Principal Broker's fee will be paid according to: *(Check only one box)*.
- [ ] (a) a separate written commission agreement between Principal Broker and: [ ] Landlord [ ] Tenant.
- [X] (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

[X] (2) Cooperating Broker's fee will be paid according to: *(Check only one box)*.
- [ ] (a) a separate written commission agreement between Cooperating Broker and: [ ] Principal Broker [ ] Landlord [ ] Tenant.
- [X] (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

33. ADDENDA: Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. NOTICES: All notices under this lease 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:

Landlord at: **TARA Builders LLC**
Address: **2807 EAST GROVE LN HOUSTON TX 77027**
Attention: **Charles Nickson**
Fax:

and a copy to: _____
Address: _____
Attention: _____
Fax: _____

[X] Landlord also consents to receive notices by e-mail at: cnickson@msn.com

Tenant at the leased premises,

and to: KLAUER MANUFACTURING Co.
Address: 1185. Roosevelt St. Ext., Dubuque, IA 52001
Attention: Michael Klauer
Fax: _____

and a copy to: _____
Address: _____
Attention: _____
Fax: _____

[X] Tenant also consents to receive notices by e-mail at: MKLAUER@KLAUER.COM

35. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this lease. (If special provisions are contained in an addendum, identify the applicable addendum on the cover page of this lease.)

1) Months 1 through 2 will be free of Base Rent and NNN charges. The Facility will be completed May 2025. Once a lease has been executed & insurance sent, Landlord will allow Tenant early access till Commencement Date.
2)The Landlord, at its sole cost, will deliver Premises in "broom-swept" condition with all systems in working order & provide one (1) year warranty all systems including the HVAC system.
3) Landlord will provide Tenant with two (2), three (3) or five (5) year renewal options prior to lease expiration, at the then prevailing fair market rental rate. Tenant shall give the Landlord no more than twelve (12) months and no less than six (6) months prior written notice of Tenant's intent to exercise the renewal option.
4) As part of the lease agreement, Tenant requests a Right of First Refusal (ROFR) to purchase the Premises under the following terms:
1) Triggering Event: If at any time during the lease term, Landlord receives a bona fide offer from a third party to purchase the Premises that Landlord intends to accept, Tenant shall have the right to purchase the Premises on the same terms and conditions as the third-party offer.
Continued... See Addendum Special Provisions 1

36. AGREEMENT OF PARTIES:

A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.

B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.

C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.

D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.

E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.

F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.

G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.

H. Force Majeure: If the performance of any party to this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, war, epidemic, pandemic, quarantine, or by other cause, without fault and beyond the control of the party obligated (financial inability excepted), performance of such act will be abated for the period of the delay; provided, however, nothing in this paragraph excuses Tenant from the prompt payment of rent or other charge, nor will Tenant's inability to obtain governmental approval for its intended use of the leased premises excuse any of Tenant's obligations hereunder.

I. Time: Time is of the essence. The parties require strict compliance with the times for performance.

J. Counterparts: If this lease is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

37. EFFECTIVE DATE: The effective date of this lease is the date the last party executes this lease and initials any changes.

38. 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 or rental agreement. Disclose if applicable: **N/A**

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Landlord: Tara Builders LLC

By: _____

By (signature): _____
Printed Name: Charles E Nicks
Title: Pres Date: 5/6/25

By: _____

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

Tenant: Klauer Manufacturing Company

By: _____

By (signature): M. J. Klauer
Printed Name: Michael Klauer
Title: President Date: 5/5/25

By: _____

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

Southwest Realty Advisors, 14538 San Pietro Dr Houston TX 77070 Phone: 7134646045 Fax: 713.464.6046 21609 Hufsmith
Marc Drumwright
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

ADDENDUM

PROPERTY: 21609 Hufsmith Kohrville Rd , Tomball, TX 77375

1) Special Provisions
2) Notice Requirement: Landlord shall provide Tenant with written notice of any such offer, including the material terms and conditions of the proposed sale. 3) Exercise Period: Tenant shall have fifteen (15) days from receipt of Landlord's notice to exercise its Right of First Refusal in writing. If Tenant elects to exercise this right, Tenant shall proceed to closing under the same terms as the third-party offer. 4) Failure to Exercise: If Tenant does not exercise its ROFR within the specified period, Landlord shall be free to sell the Premises to the third party on the same terms. However, if any material terms change in the third-party offer, Landlord must provide a new notice to Tenant, and Tenant shall have a renewed right to exercise its ROFR. 5) Exclusions: The ROFR shall not apply to (i) a transfer to an affiliate of Landlord, (ii) a financing or refinancing transaction, or (iii) a sale as part of a larger portfolio transaction involving multiple properties. 6) Survival: This ROFR shall remain in effect throughout the lease term and any renewals thereof, unless waived by Tenant in writing.
5) In Liens Section 17 of the Lease, 2nd sentence, "20 days" is deleted, replace with "60 days."
6) In Liability, Section 18.B of the Lease, please add to end of sentence "unless proximately caused by the fault of Landlord.
7) In Indemnity, Section 19 of the Lease, after last sentence, add: Each Party is required to seek remedy and/or damages solely against the applicable insurance policy to the extent a claim is covered by insurance and requires the respective carriers to waive subrogation.
8) In Default, Section 20.A of the Lease, add after If Landlord "&Tenant" to sentence.
9) In Assignment and Subletting, Section 24, add after last sentence: "Landlord consent to assignment or sublease by Tenant should not be unreasonably denied, delayed, or conditioned by Landlord."

Date: 5/5/25 | Date: 5/5/25

Signature | Signature

Date: | Date:

Signature | Signature

TEXAS REALTORS

COMMERCIAL LEASE ADDENDUM FOR BROKER'S FEE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED LANDLORD AND TENANT CONCERNING THE LEASED PREMISES AT 21609 Hufsmith Kohrville Rd , Tomball, TX 77375

A. Leasing Fees: All leasing fees are earned when the above referenced lease is executed.

(1) **Landlord** will pay Principal Broker a leasing fee calculated and payable as follows:

☒ (a) 3.000 % of all base monthly rents to be paid for the term of the lease ~~and the same percentage of the expense reimbursements stated or estimated in the lease,~~ payable as follows: one-half of such amount at the time Landlord and Tenant execute the lease and the remainder on the date the lease commences.

☐ (b) _____ % of all base monthly rents to be paid for the term of the lease and the same percentage of the expense reimbursements stated or estimated in the lease, payable as follows: _____.

☐ (c) _____.

(2) **Landlord** will pay Cooperating Broker a leasing fee calculated and payable as follows:

☒ (a) 3.000 % of all base monthly rents to be paid for the term of the lease ~~and the same~~ percentage of the expense reimbursements stated or estimated in the lease, payable as follows: one-half of such amount at the time Landlord and Tenant execute the lease and the remainder on the date the lease commences.

☐ (b) _____ % of all base monthly rents to be paid for the term of the lease and the same percentage of the expense reimbursements stated or estimated in the lease, payable as follows: _____.

☐ (c) _____.

B. Renewal and Expansion Fees: If Landlord and Tenant subsequently renew, extend, or expand the lease, including a new lease for more, less, or different space in the Property or in any other property owned, controlled, or managed by Landlord, the brokers will be paid the fees set forth below. The fees will be earned and payable when the extension, renewal, expansion, or new lease is executed or commences, whichever is earlier.

(1) **Landlord** will pay Principal Broker a fee of:

☒ (a) 2.000 % of all base monthly rents to be paid for the term of the renewal, extension, or new lease ~~and the same percentage of the expense reimbursements stated or estimated in the lease governing the renewal, extension, or new lease.~~

☐ (b) _____ % of all base monthly rents to be paid for the term of the expansion and the same percentage of the expense reimbursements stated or estimated in the lease governing the expansion; or

☐ (c) _____
_____.

(2) **Landlord** will pay Cooperating Broker a fee of:

☒ (a) **2.000** % of all base monthly rents to be paid for the term of the renewal, extension, or new lease ~~and the same percentage of the expense reimbursements stated or estimated in the lease governing the renewal, extension, or new lease;~~

☐ (b) _____ % of all base monthly rents to be paid for the term of the expansion and the same percentage of the expense reimbursements stated or estimated in the lease governing the expansion; or

☐ (c) _____
_____.

C. Fees in the Event of a Sale: If, during any time the lease is in effect or during any time Tenant occupies the leased premises, including any extension, renewal, or expansion, Tenant agrees to purchase the leased premises or Property by oral or written agreement or option, brokers will be paid the additional fees set forth below. The additional fees will be earned at the time Landlord and Tenant enter into an agreement for the sale, purchase, or option for the leased premises or Property, and are payable at the time the sale or purchase closes.

(1) **N/A** will pay Principal Broker an additional fee of:

☐ (a) _____ % of the sales price for the purchase.
☐ (b) _____.

(2) **N/A** will pay Cooperating Broker an additional fee of:

☐ (a) _____ % of the sales price for the purchase.
☐ (b) _____.

D. County: All fees under this addendum are payable in **Harris** County, Texas.

E. Attorney's Fees: If Landlord, Tenant, or any broker is a prevailing party in any legal proceeding brought as a result of a dispute under this addendum or any transaction related to or contemplated by this addendum, such party will be entitled to recover from the non-prevailing parties all costs of such proceeding, prejudgment interest, and reasonable attorney's fees.

F. Special Provisions:
N/A

Addendum for Broker's Fee concerning **21609 Hufsmith Kohrville Rd , Tomball, TX 77375**

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

Landlord: **TARA Builders LLC**

By: _____
By (signature): _____
Printed Name: CHARLES NICK
Title: Pres.

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

Tenant: **Klauer Manufacturing Company**

By: _____
By (signature): M.J. Klauer
Printed Name: Michael Klauer
Title: President

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

Principal Broker:

Broker / Company Name: **Southwest Realty Advisors**

License No. _____

By (signature): _____
Printed Name: **Marc Drumwright**
Title: _____ License No. **459135**

Cooperating Broker:

Broker / Company Name: **Colliers**

License No. _____

By (signature): _____
Printed Name: **Barrett Gibson**
Title: _____ License No. _____

RESOLUTION NO. 2025-32-TEDC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING AND APPROVING THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION'S PROJECT TO EXPEND FUNDS IN ACCORDANCE WITH AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CORPORATION AND KLAUER MANUFACTURING COMPANY TO PROMOTE AND DEVELOP A NEW OR EXPANDED BUSINESS ENTERPRISE; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the Tomball Economic Development Corporation (the "TEDC"), created pursuant to the Development Corporation Act, now Chapter 501 of the Texas Local Government Code, as amended (the "Act"), desires to adopt projects and provide incentives for economic development within the City; and

WHEREAS, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of Ten Thousand Dollars ($10,000.00), found by the Board to be required or suitable to promote a new business development by Klauer Manufacturing Company; and

WHEREAS, pursuant to the Act, the TEDC may not undertake such project without the approval of Tomball City Council; and

WHEREAS, City Council finds and determines that such project promotes new or expanded business development and is in the best interests of the citizenry; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

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 City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Ten Thousand Dollars ($10,000.00), to Klauer Manufacturing Company, in accordance with an economic development agreement by and between the TEDC and Klauer Manufacturing Company to promote and develop a new or expanded business enterprise, to be located at 21609 Hufsmith Kohrville Road, Tomball, Texas 77375.

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 City Council of the City of Tomball, Texas, 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.

PASSED AND APPROVED on first reading this _____ day of _____, 202__.

PASSED, APPROVED, AND RESOLVED on second and final reading this _____ day of _____, 202__.

_____
Lori Klein Quinn, Mayor

ATTEST:

_____
City Secretary

Regular City Council
Agenda Item
Data Sheet

Meeting Date: July 21, 2025

Topic:

Approve, on First Reading, Resolution No. 2025-33-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Project of the Tomball Economic Development Corporation, the designation of Tomball Legacy Square, a redevelopment of the former First Baptist Church into an arts and cultural destination including a multipurpose venue in Old Town Tomball.

Background:

On July 8, 2025, the Tomball Economic Development Corporation (TEDC Board of Directors) unanimously approved the designation of Tomball Legacy Square, a redevelopment of the former First Baptist Church into an arts and cultural destination including a multipurpose venue in Old Town Tomball.

This is a permissible project as outlined in Texas Economic Development Legislation which permits funding of projects that promote new or expanded business development.

The Tomball City Council has final approval authority over all programs and expenditures of the TEDC. Final approval of this project requires the adoption of Resolution No. 2025-33-TEDC after two separate readings.

Origination: Tomball Economic Development Corporation Board of Directors

Recommendation: Approval of Resolution No. 2025-33-TEDC on First Reading

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 Date Executive Director-TEDC Date

TOMBALL
ECONOMIC DEVELOPMENT CORP.

TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: July 21, 2025

SUBJECT: Designation of Tomball Legacy Square

ITEM TYPE: Action

On January 10, 2023, the TEDC Board of Directors approved the First Baptist Church Project designation as a mixed-use development to support revitalization and new and expanded business development in Old Town Tomball. City Council formally approved the Project, via two separate readings of Resolution No. 2023-04-TEDC on February 20, 2023, and March 6, 2023.

The TEDC officially closed on the purchase of the 4.63-acre site on April 12, 2023.

At that time, one potential use discussed was a future City Hall, but following the City's selection of the Regions Bank site for that function, the vision evolved toward establishing an arts and cultural district, with a multi-use event facility as its centerpiece. This direction has remained consistent with the Board and Council's prior guidance.

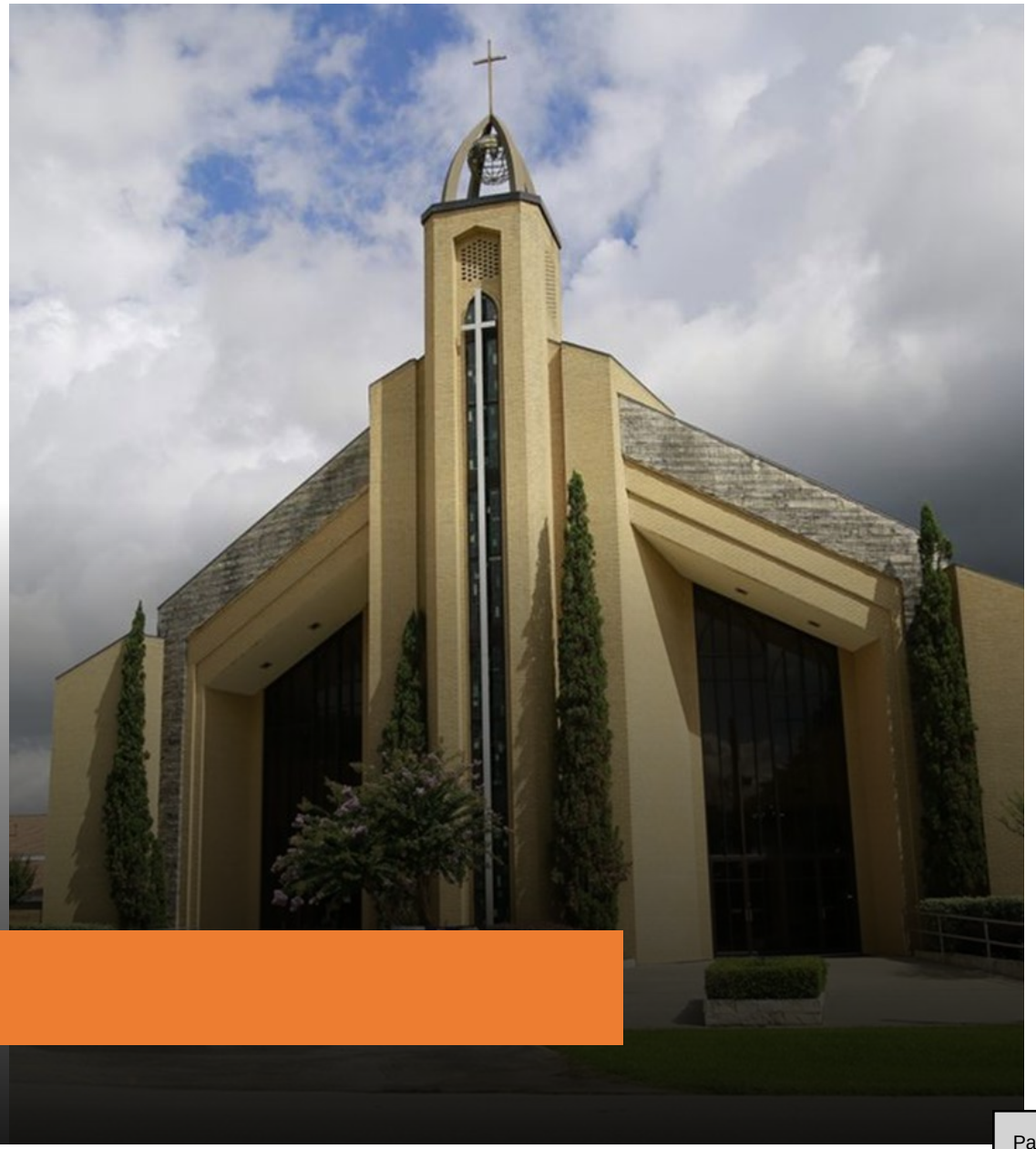
Since then, the TEDC has undertaken a comprehensive due diligence process, including site and facility assessments, visioning sessions, and stakeholder/partner engagement to shape the future use of the site. A recurring theme throughout this process has been the community's strong interest in establishing a vibrant destination that honors the historical significance of the location while contributing to the cultural and economic vitality of Old Town. These discussions have consistently supported the idea of repurposing the former main sanctuary into a flexible, multi-use event space surrounded by supporting elements of an arts and cultural district.

As part of this designation, the proposed name for the project—Tomball Legacy Square—has been introduced to reflect the rich heritage of the First Baptist Church of Tomball and to honor the deep history and cherished memories the church holds for so many in the community.

The name also speaks to the enduring impact this project aims to leave for future generations: a transformative, community-centered development that celebrates the past while shaping a vibrant, inclusive, and culturally rich future for the City of Tomball.

This designation also affirms the TEDC's long-term commitment to positioning Old Town as a destination for both residents and visitors, and sets the stage for continued planning, partnership development, and strategic investment.

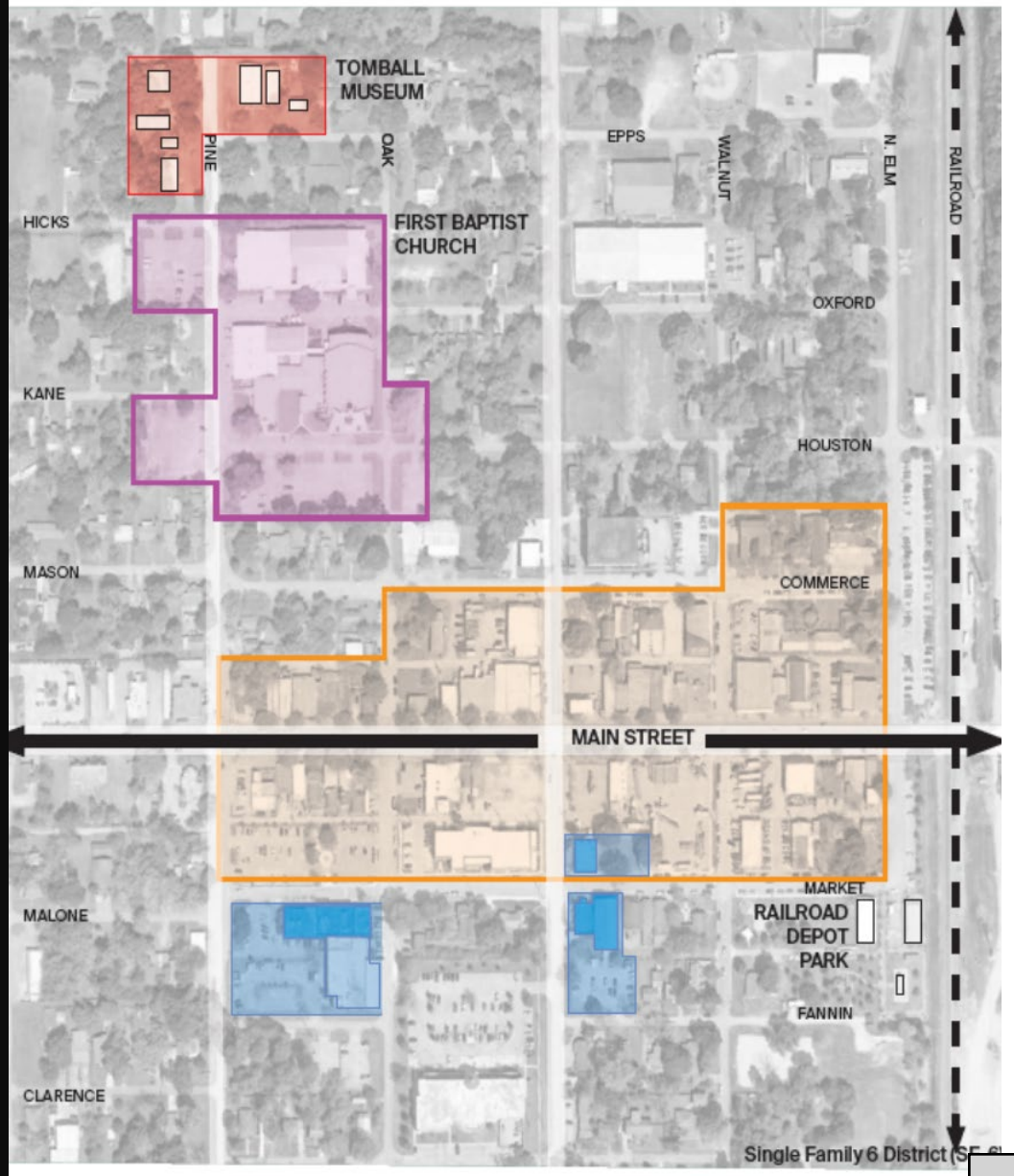
First Baptist Church – Tomball




Hicks Street
Oxford Street
Houston Street
N. Magnolia Street
N. Pine Street
N. Oak Street
N. Cherry Street
Commerce Street

Property Overview

- 400 W. Houston St., Tomball, TX 77375
- Site: ±4.63 acres
- Purchased for $4,500,000
- Tax exempt status



History of First Baptist Church – Tomball (FBCT)



First Baptist Church began during a revival under a Brush Arbor at Main Street and Walnut Street.

1909



1922







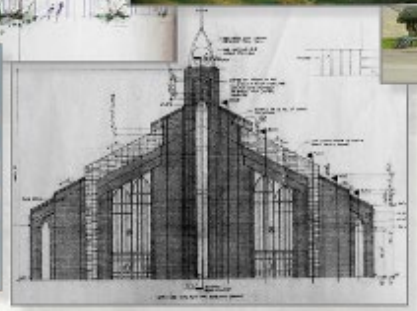
1949
Sanctuary
Construction











1985
Worship Center Construction



100-Year Anniversary
October 2009

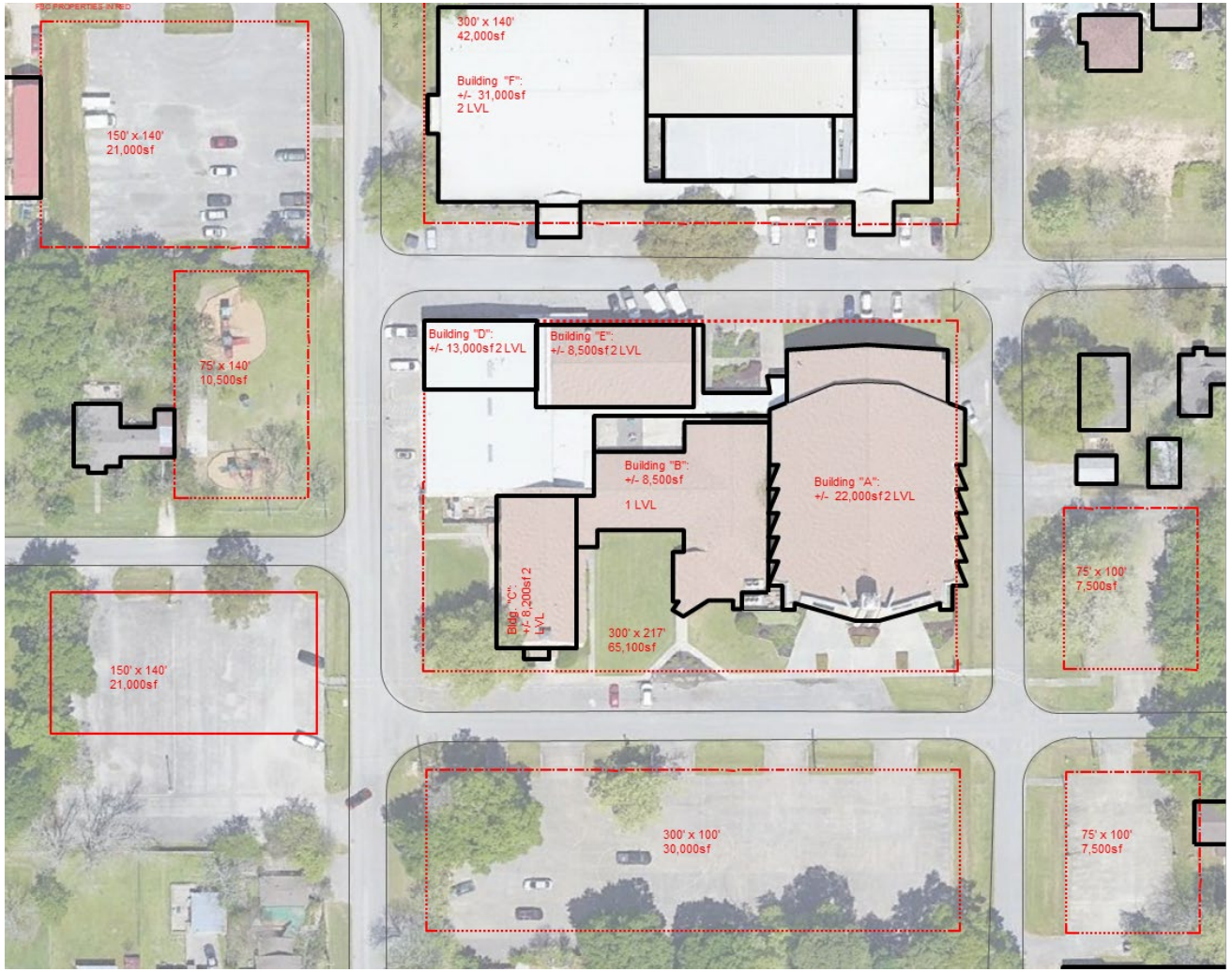




2003
Land Purchased (32 Acres) for
Relocation and Expansion

First Baptist Church – Tomball

- Main Sanctuary (700 seats)
- 1949 Chapel (8,200sf)
- Fellowship Hall (42,000sf)
  - Classrooms
  - Office space
  - Meeting rooms
  - Indoor gym
  - Commercial grade kitchen
- Playground
- 250 Parking Spaces






Welcome
FREE
PARKING
Enjoy your stay
PROVIDED BY:
TOMBALL
ECONOMIC DEVELOPMENT CORP.

General Redevelopment Process





1. Project Vision & Feasibility Analysis

Define Objectives: Identify the goals of the redevelopment (e.g., economic impact, community benefits, historic preservation).

- **Cultural Benefits:** Expanding access to the arts and fostering local talent
- **Economic Growth:** Increased tourism, local business support, and job creation
- **Community Engagement:** Providing a hub for education, performances, and social services

Feasibility Study: Assess market demand, financial viability, infrastructure needs, and potential constraints.

Site Analysis: Evaluate zoning, environmental concerns, and site conditions.

Public-Private Partnerships (if applicable): Identify funding sources, private sector involvement, and incentives.

2. Stakeholder & Community Engagement



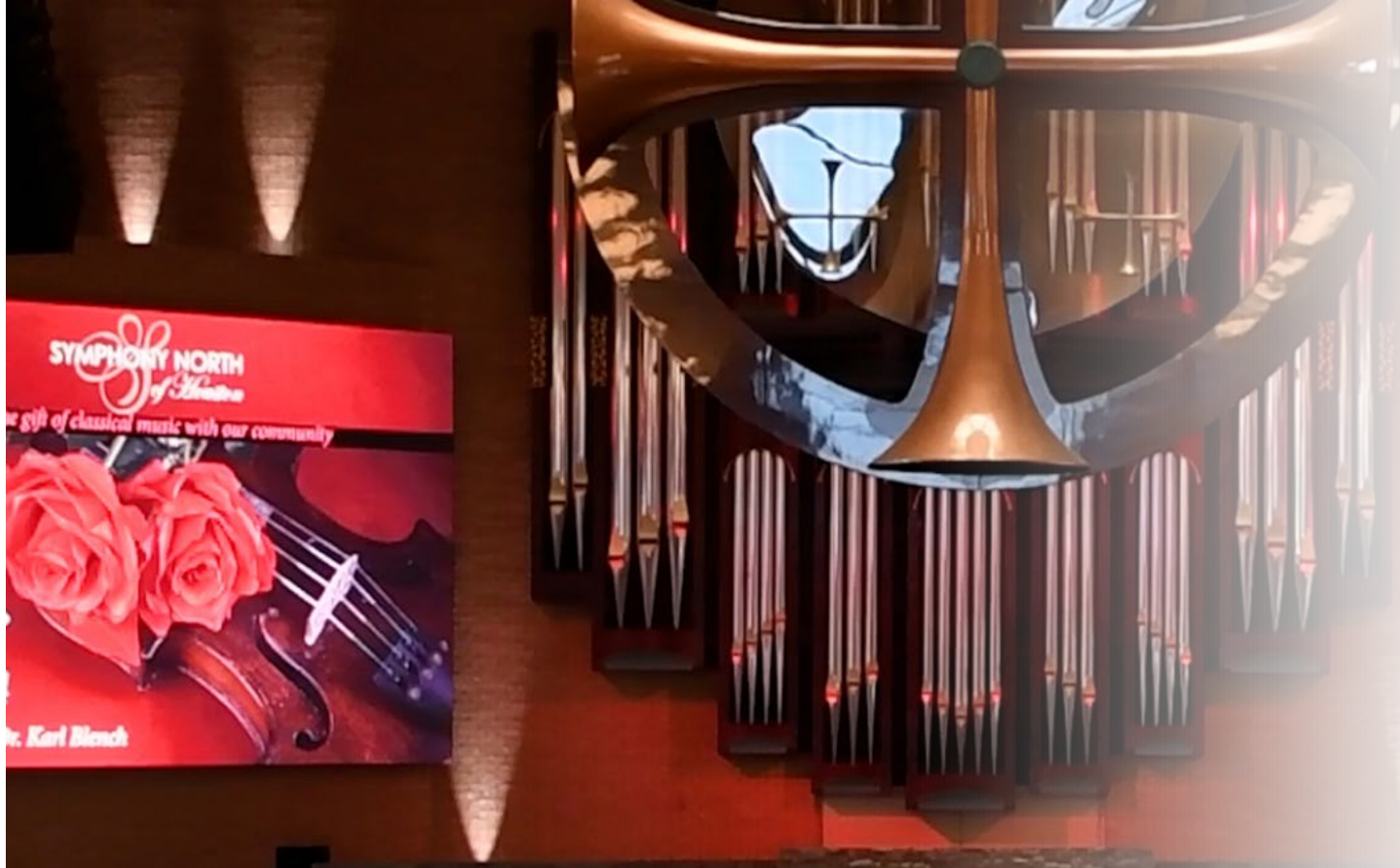
Public Meetings: Gather input from residents, businesses, and local organizations.



Government Coordination: Engage with city officials, stakeholders, and regulatory agencies.



Partner Collaboration: Work with potential tenants, cultural groups, and businesses interested in the project.





Potential Local Partner Organizations & Their Roles

- **Tomball Emergency Assistance Ministries:** Community outreach and support services
- **Symphony North of Houston:** Musical performances and orchestral engagement
- **Tomball Arts League:** Visual arts exhibitions, workshops, and community projects
- **From the Ashes Community Theater:** Community-driven performances and cultural storytelling
- **Playhouse 1960:** Theatrical productions and educational programs
- **Main Street Crossing:** Musical performances



3. Master Planning & Design Development

Concept Development: Create preliminary designs and site plans.

Facility Use & Space Allocation

- Overview of available spaces (performance venues, galleries, offices, flex space, classrooms, event spaces)

-Flexible use options for each organization

-Shared resources and collaborative programming opportunities

-Foster creative and entrepreneurial endeavors

4. Financial Model & Sustainability

- **Cost Estimation:** Develop a project budget, including construction, operations, and contingencies.
  - **-Low-Rent Model for Partners:** Making space accessible to arts and non-profit organizations
  - **-Revenue Offsets:** Renting spaces for private/business events (concerts, weddings, corporate events, performances and competitions, dances/proms, banquets, comedy shows, etc.)
- **Funding Sources:** Explore grants, sponsorships, loans, bonds, and public-private partnerships.
- **Revenue Model:** Plan for sustainable funding, including rental income, event space revenue, and/or public subsidies.



5. Implementation & Construction

- **Phased Development:** Break construction into manageable phases based on funding and priorities.
- **Procurement & Bidding:** Select contractors, architects, and engineers.
- **Project Oversight:** Monitor progress, address challenges, and ensure regulatory compliance.

6. Marketing
&
Tenant Recruitment

- **Promotion Strategy:** Build public awareness and interest in the redevelopment project.

- **Tenant Attraction:** Secure leases with cultural institutions, businesses, or organizations



7. Operations & Long-Term Management

- **Governance Structure:** Establish a nonprofit, public entity, or private operator for ongoing management.

- **Maintenance & Programming:** Ensure sustainable operations, maintenance, and community engagement through events, rentals, and other programming.



Things to consider:

- Vacating Houston & Oxford Streets
- Long-term Parking Needs
- Museum Center
- Coordination w/Capital Projects – FM 2920 Rebuild, one-way pairs (Oak)
- Pine Street Improvements/Connection to Main Street
- Designated Arts & Cultural District - Texas Commission on the Arts (TCA) Cultural District Program
- Signage

RESOLUTION NO. 2025-33-TEDC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, APPROVING A PROJECT OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION UNDER TEXAS LOCAL GOVERNMENT CODE SECTION 505.158.

* * * * *

WHEREAS, the City Council of the City of Tomball, Texas (the "Council") finds that Tomball Economic Development Corporation (the "TEDC") is a duly-formed organization in the State of Texas and that its purpose is to enhance the economic well being of the City of Tomball (the "City") and its citizens; and

WHEREAS, the Council finds that the TEDC's proposed project designation that includes the designation of Tomball Legacy Square, a redevelopment of the former First Baptist Church into an arts and cultural destination including a multipurpose venue in Old Town Tomball; and **NOW THEREFORE,**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOMBALL:

THAT the City Council of the City of Tomball hereby finds and approves the Tomball Economic Development Corporation's project, as such project is described in the Project Description attached to this Resolution as "Exhibit A".

PASSED, APPROVED, and RESOLVED on first reading on _____.

PASSED, APPROVED, and RESOLVED on second reading on _____.

_____
LORI KLEIN QUINN, MAYOR

ATTEST:

_____
City Secretary

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: 07/21/25

Topic:

Discussion and possible action regarding the Tomball Economic Development Corporation (TEDC) Articles of Incorporation, Bylaws of the TEDC, and standard operating procedures

Background:

Various documents attached

Origination: Office of the Mayor

Recommendation:

n/a

Party(ies) responsible for placing this item on agenda: Mayor Lori Klein Quinn

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 David Esquivel 07/17/25

Staff Member Date City Manager Date

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Hope Andrade
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

Tomball Economic Development Corporation
51429501

[formerly: TOMBALL INDUSTRIAL DEVELOPMENT CORPORATION]

The undersigned, as Secretary of State of Texas, hereby certifies that a Restated Certificate of Formation for the above named domestic nonprofit corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 05/31/2012

Effective: 05/31/2012

Hope Andrade
Secretary of State

Form 414
(Revised 05/11)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions

This space reserved for office use.

Restated Certificate of Formation With New Amendments

Entity Information

The name of the filing entity is:

TOMBALL INDUSTRIAL DEVELOPMENT CORPORATION

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- ☐ For-profit Corporation
- ☒ Nonprofit Corporation
- ☐ Cooperative Association
- ☐ Limited Liability Company
- ☐ Professional Corporation
- ☐ Professional Limited Liability Company
- ☐ Professional Association
- ☐ Limited Partnership

The file number issued to the filing entity by the secretary of state is: 514295-1

The date of formation of the filing entity is: November 28, 1994

Amendments to Certificate of Formation

This restated certificate of formation makes new amendments to the certificate of formation. Provided below is an identification by reference or description of each added, altered, or deleted provision.

Identification of New Amendments

(Indicate the changes that have been made by checking the appropriate box or boxes.)

- ☒ The entity name has been amended.
- ☒ The registered agent name or registered office address has changed.
- ☐ The purpose of the entity has been amended.
- ☐ The period of duration of the entity has been amended.
- ☐ A general partner has withdrawn or been admitted to the limited partnership.

Identification of New Amendments (continued)
(Indicate the changes that have been made by checking and completing the appropriate box or boxes.)

☒ **Other changes**. The certificate of formation has been amended as follows:

☐ **Add** Each of the following provisions is added to the certificate of formation. The identification or reference of each added provision is set forth below. The full text of each added provision is contained in the amended and restated certificate of formation attached hereto.

☒ **Alter** The following identified provisions of the certificate of formation are amended. The full text of each amended provision is contained in the amended and restated certificate of formation attached hereto.
Article I (as identified above under Identification of New Amendments) - entity named has changed to "Tomball Economic Development Corporation."
Article VII (as identified above under Identification of New Amendments) - The registered agent name and registered office address have both changed.
Article VIII - The Board of Directors of the Tomball Economic Development Corporation shall serve two-year staggered terms.

There are no other substantive changes; however, the placement of particular information and numbering of specific Articles within the Restated and Amended Articles of Incorporation (Certificate of Formation) have been slightly rearranged.

☐ **Delete** Each of the provisions identified below are deleted from the certificate of formation.

Statement of Approval

Each new amendment has been made in accordance with the provisions of the Texas Business Organizations Code. The amendments to the certificate of formation and the restated certificate of formation have been approved in the manner required by the Code and by the governing documents of the entity.

Required Statements

The restated certificate of formation, which is attached to this form, accurately states the text of the certificate of formation being restated and each amendment to the certificate of formation being restated that is in effect, and as further amended by the restated certificate of formation. The attached

restated certificate of formation does not contain any other change in the certificate of formation being restated except for the information permitted to be omitted by the provisions of the Texas Business Organizations Code applicable to the filing entity.

Addendum to Form 414 - Compliance with Section 501.310 of the Texas Local Government Code

According to Subsection (a) of Section 501.310 of the Texas Local Government Code ("LGC"), a corporation, as defined by Chapter 501 of the LGC, may: (1) restate the entire text of the certificate of formation as amended or supplemented by all certificates evidencing the filing of a certificate of amendment previously issued by the secretary of state; and (2) as part of the restatement, make additional amendments to the certificate of formation.

In order to comply with Subsection (b) of Section 501.310 of the LGC, the TOMBALL INDUSTRIAL DEVELOPMENT CORPORATION hereby makes the following statements and findings:

1.) Each additional amendment to the certificate of formation conforms to this subtitle (referencing Subtitle C1 of Title 12 of the LGC, which contains Chapters 501 through 507 of such Code);

2.) This Form 414, including all statement, exhibits and addendums, does contain any and all statements required by this subtitle for the certificate of amendment, except that the full text of the additional amendments is not provided because such text is not required to be set out other than in the restatement [referencing the Restated and Amended Articles of Incorporation (Certificate of Formation) of the Tomball Economic Development Corporation, formally called the Tomball Industrial Development Corporation] itself;

3.) The following additional statements are hereby made:

(A) The restatement is an accurate copy of the certificate of formation and all amendments to the certificate of formation that are in effect and all additional amendments made to the certificate of formation; and

(B) The restatement does not contain any other change to the certificate of formation; and

4.) The restatement attached hereto does restate the text of the entire certificate of formation as amended or supplemented by all certificates evidencing the filing of a certificate of amendment previously issued by the secretary of state and as additionally amended by the restated certificate of formation.

Effectiveness of Filing (Select either A, B, or C.)

A. ☒ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____

C. ☐ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

By adoption of Resolution of the City Council of the City of Tomball, Texas.

Execution

The undersigned affirms that the person designated as registered agent in the restated certificate of formation has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 3/5/2012

By: Gretchen Fagan

Signature of authorized person

Gretchen Fagan, Mayor of the City of Tomball, Texas

Printed or typed name of authorized person (see instructions)

Attach the text of the amended and restated certificate of formation to the completed statement form. Identify the attachment as "Restated Certificate of Formation of [Name of Entity]."

EXHIBIT A
RESTATED CERTIFICATE OF FORMATION OF
TOMBALL INDUSTRIAL DEVELOPMENT CORPORATION

RESTATED AND AMENDED ARTICLES OF INCORPORATION
(CERTIFICATE OF FORMATION)

OF

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

AS AMENDED ON March 5, 2012

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

The Board of Directors of the TOMBALL ECONOMIC DEVELOPMENT CORPORATION, ("the Corporation"), a nonprofit industrial development corporation organized under the Development Corporation Act of 1979 of the Local Government Code (the "Act"), Article 5190.6, V.T.C.S., now codified as Chapter 501 et seq., acting herein with the approval and at the direction of the City Council of the City of Tomball, Texas (the "City"), does hereby makes and subscribes these Restated and Amended Articles of Incorporation (hereinafter referenced as the "Certificate of Formation") as follows:

ARTICLE I

NAME

The name of the Corporation is the "Tomball Economic Development Corporation."

ARTICLE II

AUTHORIZATION

The Corporation is a nonprofit corporation, and is an industrial development corporation organized under the Development Corporation Act, and governed by Chapter 55 of the Act. In the event of any conflict between any provision of this Certificate of Formation and the Act, then the provisions of the Act shall control.

ARTICLE III

DURATION

The duration of the Corporation shall be perpetual.

ARTICLE IV

PURPOSE; ISSUANCE OF BONDS

The Corporation is organized and may issue bonds on behalf of the City, and expend the proceeds of any sales and use tax levied for the benefit of the Corporation for the specific public purpose of the promotion and development of commercial, industrial, and manufacturing enterprises to promote and encourage employment and the public welfare, and to promote or develop new or expanded business enterprises, including public facilities, as enumerated in the Act, pursuant to the Development Corporation Act. The Corporation is authorized to act on behalf of the City as provided in this Certificate of Formation; however, the Corporation is not a political subdivision or political corporation of the State of Texas within the meaning of its constitution and laws, including without limitation Article III, Section 52, of said Constitution, and no agreements, bonds, debts or obligations of the Corporation are or shall ever been deemed to be the agreements, bonds, debts or obligations, or the lending of credit, or a grant of public money or thing of value, of or by the City, or any other political corporation, subdivision or agency of the State of Texas, or a pledge of the faith and credit of any of them.

ARTICLE V

NO MEMBERS; NO STOCK

The Corporation has no members and is a nonstock corporation.

ARTICLE VI

BYLAWS

The Corporation's internal affairs shall be regulated by a set of Bylaws, not inconsistent with the laws of this State, which have been approved by the City Council of the City, under whose auspices the Corporation is created.

ARTICLE VII

ADDRESS

The street address of the registered office of the Corporation is 401 Market Street, Tomball, Texas. The name of its registered agent at that address is Kelly Violette, Executive Director.

ARTICLE VIII

BOARD OF DIRECTORS

The affairs of the Corporation shall be managed by a Board of Directors consisting of seven directors appointed by the City Council of the City for two year terms of office. The terms of the directors may be staggered by the City. These directors shall be persons who are not employees, officers, or members of the City. The names and street addresses of the current directors are as follows:

Name		Address	Expiration of Term
1.	Vince O'Donnell	401 Market Street Tomball, Texas 77375	May 31, 2012
2.	Gretchen Fagan	401 Market Street Tomball, Texas 77375	May 31, 2013
3.	Bill Sumner Jr.	401 Market Street Tomball, Texas 77375	May 31, 2012
4.	Steven L. Vaughan	401 Market Street Tomball, Texas 77375	May 31, 2013
5.	Richard Bruce	401 Market Street Tomball, Texas 77375	May 31, 2012
6.	Brad Hallmark	401 Market Street	May 31, 2013

		Tomball, Texas 77375	
7.	Lori Klein-Quinn	401 Market Street Tomball, Texas 77375	May 31, 2012

Each director must reside within the City. Directors are removable by the City at any time without cause. The directors shall serve as such without compensation, except that they shall be reimbursed for their actual expenses incurred in the performance of their duties as directors. Any vacancy occurring on the Board of Directors through death, resignation, or otherwise shall be filled by appointment by the City to hold office until the expiration of the term.

ARTICLE IX

COUNCIL APPROVAL

The City Council has specifically authorized the Corporation by Resolution to act on the City's behalf to further the public purposes of the stated in this Resolution and this Certificate of Formation, and the City has by said Resolution approved this Certificate of Formation.

ARTICLE X

MISCELLANEOUS

No dividends shall ever be paid by the Corporation and no part of its net earnings remaining after payment of its expenses shall be distributed to or inure to the benefit of its directors or officers or any individual, firm, corporation or association, except that in the event the Board of Directors shall determine that sufficient provision has been made for the full payment of the expenses, bonds and other obligations of the Corporation, then any net earnings of the Corporation thereafter accruing shall be paid to the City. No part of the Corporation's activities shall be carrying on propaganda, or otherwise attempting to influence legislation, and it

shall not participate in, or intervene in, (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE XI

DISSOLUTION

If the Corporation ever should be dissolved when it has, or is entitled to, any interest in any funds or property of any kind, real, personal or mixed, such funds or property or rights thereto shall not be transferred to private ownership, but shall be transferred and delivered to the City after satisfaction or provision for satisfaction of debts and claims.

ARTICLE XII

AMENDMENT

This Certificate of Formation may at any time, and from time to time, be amended by the City Council of the City of Tomball, Texas, subject to such restrictions and in accordance with such procedures as may be provided in Act.

Signed this 5th day of March, 2012.

Gretchen Fagan, Mayor
City of Tomball, Texas

ATTEST:

Doris Speer, City Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, a notary public, on this day personally appeared Gretchen Fagan and Doris Speer, known to me to be the persons whose names are subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

Given under my hand and seal of office this 5 day of March, 2012.

BETSY B. GATES
Notary Public, State of Texas
My Commission Expires 03-09-2015

Notary Public, State of Texas

RESOLUTION NO. 2012-04-TEDC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, APPROVING AMENDED BYLAWS OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION; PROVIDING FOR THE EFFECTIVE DATE, AND OTHER RELATED MATTERS.

* * * * *

WHEREAS, the TOMBALL ECONOMIC DEVELOPMENT CORPORATION (the "Corporation"), also known as the Tomball Industrial Development Corporation, functions under the auspices of the City of Tomball, Texas, pursuant to the Development Corporation Act, now Chapter 501 through 505 of the Texas Local Government Code, as amended (the "Act"),

WHEREAS, the Corporation has obtained the approval of the City Council and is filing amended, updated and restated Bylaws; and

WHEREAS, the City Council, under whose auspices the Corporation was created, desires to approve the amended Bylaws of the Corporation; **now therefore,**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

Section 1. The City Council of the City of Tomball, Texas, hereby approves the amended Bylaws of the Tomball Economic Development Corporation, the form of which is attached to this Resolution as **Exhibit" A".**

Section 2. This resolution shall be effective immediately upon its adoption.

PASSED, APPROVED, AND RESOLVED this 5th day of March, 2012.

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

Exhibit "A"

AMENDED BYLAWS
OF
TOMBALL ECONOMIC DEVELOPMENT CORPORATION

These Bylaws govern the affairs of TOMBALL ECONOMIC DEVELOPMENT CORPORATION (the "Corporation"), an industrial development corporation created pursuant to the Development Corporation Act of 1979, Local Government Code Chapters 501 through 507 (the "Development Corporation Act"), as amended, and other applicable laws.

ARTICLE I

PURPOSE

Public Purpose

1.01. The Corporation is incorporated as a nonprofit corporation for the purpose set forth in the Articles of Incorporation. Its purpose is the promotion and development of the City of Tomball under the Development Corporation Act of enterprises to promote and encourage employment and the public welfare. The Corporation is a nonprofit corporation as defined by the Internal Revenue Code of 1986, as amended, and the applicable rulings of the Internal Revenue Service of the United States prescribed and promulgated thereunder.

Powers

1.02. In the fulfillment of its corporate purpose, the Corporation shall be governed by the Development Corporation Act, and shall have all of the powers set forth and conferred in its Articles of Incorporation, in the Development Corporation Act, and in other applicable law, subject to the limitations prescribed herein.

ARTICLE II

OFFICES

Principal Office

2.01. The Corporation's principal office in Texas is located at 401 Market Street, Tomball, Texas 77375.

Registered Office and Agent

2.02. The Corporation shall maintain a registered office and registered agent in Texas. The registered office may, but need not, be identical with the Corporation's principal office in Texas. The Board of Directors may change the registered

office and the registered agent as permitted by law.

ARTICLE III

BOARD OF DIRECTORS

Management of the Corporation

3.01. The affairs of the Corporation shall be managed by the Board of Directors.

Number, Qualifications and Service of Directors

3.02. The business of the Corporation and all corporate powers shall be executed by or under authority of the Board of Directors (the "Board"), appointed by the governing body of the City of Tomball, and subject to the limitations imposed by the Development Corporation Act, the Texas Nonprofit Corporation Act, the Texas Business Corporation Act, the Articles of Incorporation, and these Bylaws. The Board may, by contract, resolution, or otherwise, give general or limited or special power and authority to the officers and employees of the Corporation to transact the general business or any special business of the Corporation, and may give powers of attorney to agents of the Corporation to transact any special business requiring such authorization. The Board shall consist of seven members appointed by the City Council of the City of Tomball, Texas, for two year terms of office; provided, however, a Director may be appointed to serve additional terms. The terms shall be staggered with position numbers 1, 3, 5, and 7 ending on May 31st of odd-numbered years, and position numbers 2, 4 and 6 ending on May 31st of even-numbered years. Each Director must reside within the City of Tomball, Texas.

Vacancies

3.03. The Board of Directors shall notify the City Council of any vacancy occurring on the Board, and the vacancy will be filled by appointment by City Council for the unexpired term.

Annual Meeting

3.04. The annual meeting of the Board of Directors shall be held during the month of May of each year. The Board shall designate the time and location of the annual meeting which shall be held in the principal offices of the corporation or at such other location as the Board may designate.

Regular Meetings

3.05. The Board of Directors may provide for regular meetings by resolution stating the time and place of such meetings. The meeting shall be held within the City of

Tomball, Texas, and, to the extent practical, at the principal offices of the Corporation or at such other location as the Board may designate.

Special Meetings

3.06. Special meetings of the Board of Directors may be called at the request of the president or any two Directors. The person(s) calling the meeting shall fix the time and location of the meeting, which meeting shall be conducted within the City of Tomball, Texas, as provided above for regular meetings. The person(s) calling a special meeting shall notify the secretary of the Corporation of the information required to be included in the notice of the meeting. In addition to the posting of a meeting notice in accordance with these Bylaws, a copy of each such meeting notice shall be delivered to each Director not less than 72 hours before the time of the meeting. A meeting notice shall be deemed delivered to any Director when delivered to the Director in person or deposited in the United States mail addressed to the Director at his or her address as it appears on the records of the Corporation. Such additional notice may be waived in writing by a Director at any time either before or after the time of the meeting and such additional notice shall be deemed waived by attendance.

Notice of Meetings; Open Meetings

3.07. The Board of Directors is subject to the open meetings law, Chapter 551, Government Code.

Quorum

3.08. Four Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The presence of a Director may not be established by proxy. No business shall be conducted, nor shall any action be taken by the Board, in the absence of a quorum.

Duties of Directors

3.09. Directors shall exercise ordinary business judgment in managing the affairs of the Corporation. In acting in their official capacity as Directors of the Corporation, Directors shall act in good faith and take actions that they reasonably believe to be in the best interests of the Corporation or that would be lawful and shall refrain from actions not in the best interest of the Corporation or that would be unlawful. A Director shall not be liable if, in the exercise of ordinary care, the Director acts in good faith relying on written financial and legal statements provided by an accountant or attorney retained by the Corporation.

Actions of Board of Directors: Proxy Voting Prohibited

3.10. The vote of a majority of Directors present at a meeting at which a quorum is present shall be sufficient to constitute the act of the Board of Directors. The

president shall be entitled to vote on all matters before the Board. A Director may not vote by proxy.

Minutes

3.11. The Board of Directors will keep minutes of its meetings, which minutes will constitute the record of such meetings.

Removal of Directors

3.12. The Board of Directors and each member thereof serve at the pleasure of the City Council of the City of Tomball, Texas, which may remove any Director at any time, either with or without cause.

Committees of Directors

3.13. The Board of Directors may by resolution establish one or more special or standing committees of its members. Such committees shall have the powers, duties and responsibilities established by the Board. The committees shall keep regular minutes of their meetings and report the same to the Board when required. The action of such a committee shall not constitute action by the Board.

Compensation

3.14. The duly appointed members of the Board shall serve without compensation, but may be reimbursed for actual or commensurate cost of travel, lodging and incidental expenses while on official business of the Board in accordance with State law and the rules of the Board.

Ex-Officio Directors

3.15. The Mayor and members of the Tomball City Council who are not members of the Corporation shall be ex-officio Directors of the Corporation. In addition, the Mayor and the City Council of Tomball may appoint no fewer than four and no more than seven individuals, to serve as ex-officio Director(s) of the Corporation. Two of these appointments shall be the President of the Greater Tomball Area Chamber of Commerce and the President of Lone Star College-Tomball. Ex-officio Directors shall be given notice of all meetings of the Board, may participate in discussions at Board meetings, but shall not be entitled to vote on matters considered by the Board.

ARTICLE IV

OFFICERS

Officer Positions

4.01. The officers of the Corporation shall be a president, a vice president, a secretary, and a treasurer. The Board of Directors may create additional officer positions, define the authorities and duties of such additional positions and appoint persons to fill such positions. No person may hold more than one such office.

Election and Terms of Officers

4.02. The officers of the Corporation shall be elected annually by the Board of the Directors at the regular annual meeting.

Removal of Officers

4.03. Any officer may be removed by the Board of Directors at any time, with or without cause. The removal of an officer by the Board does not result in the removal of such person as a Director of the Corporation.

Vacancies

4.04. A vacancy in any office may be filled by the Board of Directors for the unexpired portion of the officer's term.

President

4.05. 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

4.06. 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

4.07. 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 of the mailing address of each Director and officer of the Corporation.
(e) Perform duties as assigned by the president or Board of Directors.
(f) Perform all duties incident to the office of secretary.

Treasurer

4.08. 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.

Assistant Officers

4.09. The following assistant officers are created to assist the Board of Directors in the conduct of the affairs of the Corporation. They are the Assistant Treasurer and the Assistant Secretary, who shall assist those officers in their respective duties. The assistant officers are not required to be residents of the City.

Administration; Executive Director

4.10.

The Board shall appoint an administrative and executive officer of the Corporation who shall be responsible to the Board for the administration of all the affairs of the Corporation. The Executive Director shall serve at the will of the Board.

(a) The Executive Director shall perform and direct the daily administrative operations of the Corporation by preparing economic development policy, implementing planning, developing and managing goals and objectives, preparing and administering the budget, providing technical assistance to area businesses and to the City Council and City Manager, meeting with

various agencies and the public, attending local organizational meetings, assisting new and existing firms with financing and capital from various sources, attending City Council meetings and preparing reports as required.

(b) The Executive Director shall have the authority to employ, review and terminate individuals to fill staff positions that have been approved by the Board of Directors.

(c) The Executive Director shall be reviewed by the Board of Directors on an annual basis.

(d) The Executive Director shall receive compensation as may be fixed by the Board.

ARTICLE V

TRANSACTIONS OF THE CORPORATION

Contracts

5.01. The Board of Directors may by formal action or resolution authorize an officer or agent of the Corporation to enter into a contract or execute and deliver any instrument in the name of or on behalf of the Corporation. This authority may be limited to a specific contract or instrument or it may extend to any number and type of contracts and instruments.

Depository

5.02. The Board of Directors of the Corporation shall designate a depository bank. All funds of the Corporation shall be deposited with the depository bank.

Potential Conflicts of Interest; Code of Ethics

5.03. The members of the Board of Directors shall be governed by the Code of Ethics of the City of Tomball, Texas. If a Director has a substantial interest in a business entity or real property that is the subject of deliberation by the Board, the Director shall file an affidavit with the secretary of the corporation stating the nature and extent of the interest. Such affidavit shall be filed prior to any vote of decision upon the matter by the Board, and the interested Director shall abstain from any vote or decision upon the matter.

Transactions of the Corporation; Annual Work Plan and Performance Evaluation

5.04. The Board of Directors shall direct the Corporation staff to research, develop, prepare and submit to the City Council for its approval an annual work plan that shall set out goals and objectives of the Corporation, including but not limited to short-term and long-term goals for the economic development of the City; goals and objectives for the utilization of funds to promote the expansion and

development of a sound economic base for and within the City; and any other similar goals and objectives deemed appropriate by the Board and the City Council. The Board shall review and update the plan each year prior to the submission of the annual budget as required by other provisions of these Bylaws. In addition, the Board shall accompany each subsequent work plan following the initial work plan with a performance evaluation detailing the Board's achievements of its prior goals and objectives during the course of the previous fiscal year. Any reports outlining the activity of the Corporation for that quarter shall be submitted in writing by the Board for review by the City Council as desired by the City Council.

Annual Corporation Budget

5.05. The Board shall prepare a proposed annual budget of expected revenues and proposed expenditures for the next ensuing fiscal year. The budget shall contain such classifications and shall be in such form as may be prescribed from time to time by the City Council. The budget shall not be effective until the same has been approved by the City Council. The proposed budget shall be submitted to the City Council within a time frame to be specified by the City Manager for inclusion in the City's annual budgeting process.

Limitations on Expenditures

5.06. Any expenditure of funds not approved by the City Council in the annual budget must be submitted within 30 days to the City Council for consideration.

Staff Support

5.07. The Corporation may contract with the City to provide legal, financial and other services for the Corporation upon terms, conditions and compensation as mutually agreeable.

Gifts

5.08. The Board of Directors may accept on behalf of the Corporation any gift or bequest provided for the general purposes of or for any special purpose of the Corporation. Special funds shall include all funds from government contracts and gifts designated by a donor for special purposes. All other funds shall be general funds.

Prohibited Acts

5.09. As long as the Corporation is in existence, no director, officer or committee member of the Corporation shall:

(a) Do any act in violation of the Bylaws or bidding obligations of the

Corporation.

(b) Do any act with the intention of harming the Corporation or any of its operations.

(c) Do any act that would make it impossible or unnecessarily difficult to carry on the intended or ordinary business of the Corporation.

(d) Receive an improper personal or business benefit from the operation of the Corporation.

(e) Use the assets of the Corporation, directly or indirectly, for any purpose other than carrying on the business of the Corporation.

(f) Wrongfully transfer or dispose of Corporation property, including intangible property such as goodwill.

(g) Use the name of the Corporation (or any substantially similar) or any trademark or trade name adopted by the Corporation, except on behalf of the Corporation in the ordinary course of the Corporation's business.

(h) Disclose any of the Corporation business practices, trade secrets or any other information not generally known to the business community to any person not authorized to receive it.

(i) Commit Corporation funds without the prior approval of the Board of Directors.

ARTICLE VI

BOOKS AND RECORDS

Required Books and Records

6.01. The Corporation shall cause to be kept correct and complete books and records of account. All books and records of the Corporation may be inspected by Directors of the Corporation at any reasonable time. The Corporation's books and records shall include:

(a) A file endorsed copy of all documents filed with the Texas Secretary of State relating to the Corporation, including, but not limited to, the articles of incorporation, any articles of amendment, restated articles, and statement of change of registered office or agent.

(b) A copy of the Bylaws, and any amended versions or amendments to the Bylaws.

(c) Minutes of the proceedings of the Board of Directors.

(d) A list of names and addresses of the Directors and officers of the Corporation.

(e) A financial statement showing the assets, liabilities, and net worth of the Corporation.

(f) A financial statement showing the income and expenses of the Corporation.

(g) All rulings, letters, and other documents relating to the Corporation's federal, state and local tax status.

(h) The Corporation's federal, state and local information or income tax returns for each of the Corporation's tax years.

Public Information

6.02. The Board of Directors is subject to the public information law, Chapter 552, Government Code.

Audits

6.03. The Board of Directors shall provide for an independent annual audit of the Corporation's books; provided, further, that an annual audit by the City Council of the Corporation's books and records in conjunction with the annual audit of the City's books and records shall be sufficient.

ARTICLE VII

FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of October and end on the last day of September.

ARTICLE VIII

AMENDMENTS TO BYLAWS

The Bylaws may be altered, amended, or repealed by the Board of Directors with the consent of the City Council of the City of Tomball, Texas, as evidenced by a resolution of the City Council with the Bylaws attached.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Legal Authorities Governing Construction of Bylaws

9.01. To the greatest extent possible, these Bylaws shall be construed to conform to all legal requirements for obtaining and maintaining all tax exemptions that may be available to nonprofit corporations. Further, the Bylaws shall be constructed in accordance with the laws of the State of Texas. All references in the Bylaws to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time. It is expressly provided that the provisions of the Development Corporation Act applicable to corporations governed under Chapter 505 of the Texas Local Government Code, are incorporated within these Bylaws by reference. In the event of any conflict between the applicable provisions of the Development Corporation Act and these Bylaws, then the applicable provisions of such Act

shall control.

Legal Construction

9.02. If any Bylaw provision is held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provision and the Bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the Bylaws.

Headings

9.03. The headings used in the Bylaws are used for convenience and shall not be considered in constructing the terms of the Bylaws.

Seal

9.04. The Board of Directors may provide for a corporate seal. Such seal would contain the words "Tomball Economic Development Corporation".

Parties Bound

9.05. The Bylaws shall be binding upon and inure to the benefit of the Directors, officers and agents of the Corporation and their respective heirs, executors, administrators, legal representatives, successors and assigns except as otherwise provided in the Bylaws.

Effective Date

9.06. These Bylaws, and any subsequent amendments, hereto, shall be effective of and from the date upon which approval has been given both by the Board of Directors and the City Council of the City of Tomball, Texas.

Miscellaneous Provisions

9.07. To the extent permitted by law, the Corporation shall indemnify any Director or officer or former Director or officer of the Corporation for the expenses and costs, including attorney fees, actually and necessarily incurred by said officer or director in connection with any claim asserted against said officer or director by action in court or otherwise by reason of such person being or having been a director or officer, except in relation to matters as to which said person shall have been guilty of negligence or misconduct in respect of the matter in which indemnity is sought.

Corporation May Provide Insurance

9.08. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation to insure such person against any liability asserted against said person by reason of such person being or having been a director, officer, employee or agent of the Corporation. The premiums for such insurance shall be paid for by the Corporation.

Dissolution of the Corporation

9.09. The Corporation is a nonprofit corporation. Upon dissolution, all of the Corporation's assets shall be distributed to the City of Tomball.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting secretary of the TOMBALL ECONOMIC DEVELOPMENT CORPORATION, and the foregoing Bylaws constitute the Bylaws of the Corporation. These Bylaws were duly adopted at a meeting of the Board of Directors held on the 21 day of February, 2012, and subsequently approved and ratified by the City Council of the City of Tomball, Texas, at a meeting held on the 5 day of March 2012.

Signed this 15 day of March, 2012.

M. E. Summers, Jr.

SECRETARY OF THE CORPORATION

RESOLUTION NO. 2012-05-TEDC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, RESTATING AND AMENDING THE ARTICLES OF INCORPORATION (CERTIFICATE OF FORMATION); AUTHORIZING AND DIRECTING THE EXECUTION AND FILING OF SUCH AMENDED AND RESTATED ARTICLES BY THE MAYOR AND CITY SECRETARY; AUTHORIZING THE CORPORATION TO ACT ON BEHALF OF THE CITY FOR CERTAIN PURPOSES; PROVIDING FOR THE EFFECTIVE DATE AND OTHER RELATED MATTERS.

* * * * *

WHEREAS, the Tomball Industrial Development Corporation, created pursuant to the Development Corporation Act, now Chapter 501 through 505 of the Texas Local Government Code, as amended (the "Act"), desires to adopt projects and provide incentives to enhance economic development and improve the quality of life within the City; and

WHEREAS, the City Council of the City of Tomball, Texas ("City Council") has investigated and determined that it is in the best interest of the City of Tomball, Texas ("Tomball") and its citizens to restate and amend the Articles of Incorporation (Certificate of Formation) of the TOMBALL INDUSTRIAL DEVELOPMENT CORPORATION (the "TIDC") to comply with the updated laws, change the name to the TOMBALL ECONOMIC DEVELOPMENT CORPORATION (the "TEDC"), change the registered agent and address, and provide for two-year staggered terms of the Board of Directors, to more accurately reflect the intent and purpose of the TEDC; and

WHEREAS, the City Council has investigated and determined that the aforementioned amendments to the Restated and Amended Articles of Incorporation (Certificate of Formation) comply with its Restated Bylaws, the Development Corporation Act, and the Local Government Code; and

WHEREAS, the City Council has further investigated and determined that the aforementioned amendments to the Restated and Amended Articles of Incorporation (Certificate of Formation) should be adopted and that all other related documents, including the Restated Certificate of Formation with New Amendments (Form 414), shall also be completed and executed to reflect same and shall, as necessary, be filed with the Texas Secretary of State; now therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

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 Restated and Amended Articles of Incorporation (Certificate of Formation) attached hereto as Exhibit "A" are hereby adopted in accordance with the Development Corporation Act and the Local Government Code. The Mayor and City Secretary of the City of Tomball, Texas are hereby authorized and directed to execute multiple original copies of such Restated and Amended Articles of Incorporation (Certificate of Formation) and to cause same to be filed with the Secretary of State in accordance with the provisions of the Act. Prior to execution, the City Secretary is authorized and directed to conform such Restated Articles of Incorporation to include the names and addresses of those persons presently serving as directors of the corporation.

Section 4. The Corporation is hereby expressly authorized to act on behalf of the City in furtherance of the public purposes of the Act and in conformity with such Amended Articles of Incorporation (Certificate of Formation).

Section 5. 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 City Council of the City of Tomball, Texas, 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 6. This resolution shall be effective immediately upon its adoption.

PASSED AND APPROVED on this 5th day of March, 2012.

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

ORDINANCE NO. 94-03

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, PROVIDING FOR THE LEVY AND COLLECTION OF A SALES AND USE TAX OF ONE-HALF OF ONE PERCENT (ONE-HALF [1/2] CENT) FOR THE BENEFIT OF A CITY INDUSTRIAL DEVELOPMENT CORPORATION, AS AUTHORIZED BY THE VOTERS IN AN ELECTION HELD ON JANUARY 15, 1994, IN ACCORDANCE WITH THE TEXAS DEVELOPMENT CORPORATION ACT OF 1979, AS AMENDED; AUTHORIZING THE CREATION OF THE CITY INDUSTRIAL DEVELOPMENT CORPORATION; CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT; DIRECTING PUBLICATION OF THE CAPTION OF THIS ORDINANCE; FINDING THAT THE MEETINGS AT WHICH THIS ORDINANCE IS CONSIDERED ARE OPEN TO THE PUBLIC; PROVIDING FOR SEVERABILITY AND THE REPEAL OF CONFLICTING ORDINANCES; AND CONTAINING OTHER MATTERS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, the City of Tomball conducted an election on January 15, 1994, for the purpose of allowing the voters to determine whether the City should levy and collect a sales and use tax of one-half of one percent (one-half [1/2] cent) pursuant to the provisions of Section 4B of Article 5190.6, Texas Revised Civil Statutes, as amended, the Development Corporation Act of 1979, for the benefit of a City Industrial Development Corporation and to be used to pay the costs of eligible projects;

WHEREAS, the returns of such election were canvassed by the City Council and a majority of the qualified voters who voted authorized the levy and collection of such sales and use tax; and

WHEREAS, the City Council by passage of this Ordinance authorizes the levy and collection of such sales and use tax, and the creation of the City Industrial Development Corporation; now, therefore:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

Section 1. The recitations stated above are true and correct.

Section 2. There is hereby levied by the City of Tomball, Texas, a sales and use tax of one-half of one percent (one-half [1/2] cent) within the City in accordance with and pursuant to Section 4B of Article 5190.6, Texas Revised Civil Statutes, as amended, the Development Corporation Act of 1979 (the "Act"), for the benefit of a City industrial development corporation, to be used to pay the costs of projects authorized by the Act, including, but not limited to land, buildings, equipment, facilities and improvements found by the board of directors of the City's industrial development corporation to: (a) be required or suitable for use for professional and amateur (including children's) sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, learning centers, parks and park facilities, open space improvements, municipal buildings, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of those items; or (b) promote or develop new or expanded business enterprises, including a project to provide public safety facilities, streets and roads, drainage and related improvements, demolition of existing structures, general municipally owned improvements, as well as any improvements or facilities that are related to any of those projects and any other project that the board in its discretion determines promotes or develops new or expanded business enterprises; or (c) pay the principal of, interest on, and other costs relating to bonds or other obligations issued by the industrial development corporation to pay the costs of the projects or to refund

bonds or other obligations issued to pay the costs of projects.

Section 3. The City of Tomball hereby authorizes the creation of the City's Industrial Development Corporation, in accordance with the Development Corporation Act of 1979 and the authorization given by the voters at the January 15, 1994, election.

Section 4. The City Manager, Assistant City Manager, and the City Secretary are hereby authorized to assist and cooperate with the Office of the Comptroller of the State of Texas in the implementation of this Ordinance and the levy and collection of such sales and use tax.

Section 5. The City Secretary is authorized to forward a certified copy of this Ordinance to the Comptroller of the State of Texas.

Section 6. Publication; Effective Date; Open Meetings.

The City Secretary of the City of Tomball, Texas, is hereby directed to publish this Ordinance in the official newspaper of the City of Tomball, Texas, in compliance with the provisions of Section 6.14(A) of the City Charter, which publication shall be sufficient if it contains the caption of this Ordinance. This Ordinance shall be effective after the publication requirement of the City Charter is satisfied.

It is found and determined that the meetings at which this Ordinance was considered were open to the public, as required by the Texas Open Meetings Act, and that advance public notice of the time, place, and purpose of the meetings was given.

Section 7. Repealer. All ordinances or parts of ordinances inconsistent or in conflict with this Ordinance are to the extent of such inconsistency or conflict repealed.

Section 8. Severability. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part of provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, 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, or whether there be one or more parts.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 7TH DAY OF FEBRUARY 1994.

COUNCILMAN FORD	AYE
COUNCILMAN MATHESON	AYE
COUNCILMAN OLDHAM	AYE
COUNCILMAN WILEY	AYE
COUNCILMAN WOOD	AYE

SECOND READING:

READ, PASSED, APPROVED, AND ADOPTED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 21ST DAY OF FEBRUARY 1994.

COUNCILMAN FORD	AYE
COUNCILMAN MATHESON	ABSENT
COUNCILMAN OLDHAM	AYE
COUNCILMAN WILEY	AYE
COUNCILMAN WOOD	AYE

H.G. HARRINGTON, Mayor

ATTEST:

MARY REAGAN, City Secretary

APPROVED AS TO FORM:

MARIO L. DELL'OSSO
Olson & Olson
Attorneys for The City of Tomball

PROPOSITION — PROPOSICION

Shall the City of Tomball, Texas be authorized to levy a sales and use tax of one-half cent (1/2¢) within the City in accordance with and pursuant to Section 4B of Article 5190.6, Texas Revised Civil Statutes, as amended, the Development Corporation Act of 1979 (the "Act"), for the benefit of a City industrial development corporation, to be used to pay the costs of projects authorized by the Act, including, but not limited to land, buildings, equipment, facilities and improvements found by the board of directors of the City's industrial development corporation to: (a) be required or suitable for use for professional and amateur (including children's) sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, learning centers, parks and park facilities, open space improvements, municipal buildings, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enchance any of those items; or (b) promote or develop new or expanded business enterprises, including a project to provide public safety facilities, streets and roads, drainage and related improvements, demolition of existing structures, general municipally owned improvements, as well as any improvements or facilities that are related to any of those projects and any other project that the board in its discretion determines promotes or develops new or expanded business enterprises; or (c) pay the principal of, interest on, and other costs relating to bonds or other obligations issued by the industrial development corporation to pay the costs of the projects or to refund bonds or other obligations issued to pay the costs of projects?

¿Deberá de estar autorizada la Ciudad de Tomball, Texas, para imponer un impuesto sobre la venta y utilización de bienes de medio centavo (1/2¢) dentro de la Ciudad de acuerdo con y según la Sección 4B del Articulo 5190.6, de los Estatutos Civiles Revisados de Texas, como enmendados, el Acto Sobre el Desarrollo de Corporaciones de 1979 (el "Acto"), a beneficio de una corporación sobre desarrollo industrial de la Ciudad, que se usará para pagar el costo de proyectos que estén autorizados por el Acto, incluyendo, pero no limitado a, terreno, edificios, equipo, facilidades y mejoras que la junta de directores de la corporación sobre el desarrollo industrial de la Ciudad determinó que: (a) estarían requeridas o utilizables para deportes profesionales o deportes de aficionados (incluyendo deportes juveniles), y para propósitos y eventos atléticos, eventos de diversiones, turistas, convenciones, y parques públicos, incluyendo estadios, campos de béisbol, auditorios, anfiteatros, salas de concierto, centros de enseñanza, parques y facilidades de parques, mejoras de terreno no desarrollado, edificios municipales, museos, facilidades de exhibición, y facilidades perteneciendo a tiendas, restaurantes, concesiones, y estacionamientos de coches, y las pertinentes facilidades de transportación de la área, y los pertinentes caminos, calles, y facilidades de auga y desagüe, y otras mejoras pertinentes que encarezcan cualesquier de ésos; o (b) promuevan o desarrollen nuevas o extendidas empresas de negocio, incluyendo un proyecto para proveer facilidades de seguridad pública, calles y caminos, desagüe y otras mejoras pertinentes, la destrucción de estructuras actuales, mejoras generales que pertenecen al pueblo, tanto como cualesquier otras mejoras o facilidades que pertenezcan a cualesquier de esos proyectos y caulesquier otro proyecto que la junta a su miramiento determine, promueva o desarrolle nuevas o extendidas empresas de negocio; o (c) pague la principal de, interés sobre, y otros costos perteneciendo a bonos u otras obligaciones que están emitidas por la corporación sobre desarrollo industrial para pagar los costos de los proyectos o para reintegrar bonos u otros deberes que estén emitidos para pagar los costos de los proyectos?

FOR (A Favor De)	25 ➧
AGAINST (En Contra De)	26 ➧

CITY OF TOMBALL — CITY SPECIAL ELECTION
CIUDAD DE TOMBALL — ELECCION ESPECIAL
JANUARY 15, 1994 — 15 DE ENERO DE 1994

DEPOSITING THE BALLOT
Check your ballot after voting to make sure that the holes are actually punched through. Deposit your ballot in the ballot box. Do not fold your ballot.

PARA DEPOSITAR LA BOLETA
Después de votar, sírvase verificar que las perforaciones traspasen completamente su boleta. Deposite su boleta en la caja para boletas. No doble su boleta.

Turn The Page To Begin Voting



Vuelva La Página Para Comenzar A Votar

RESOLUTION NO. 2012-04-TEDC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, APPROVING AMENDED BYLAWS OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION; PROVIDING FOR THE EFFECTIVE DATE, AND OTHER RELATED MATTERS.

* * * * *

WHEREAS, the TOMBALL ECONOMIC DEVELOPMENT CORPORATION (the "Corporation"), also known as the Tomball Industrial Development Corporation, functions under the auspices of the City of Tomball, Texas, pursuant to the Development Corporation Act, now Chapter 501 through 505 of the Texas Local Government Code, as amended (the "Act"),

WHEREAS, the Corporation has obtained the approval of the City Council and is filing amended, updated and restated Bylaws; and

WHEREAS, the City Council, under whose auspices the Corporation was created, desires to approve the amended Bylaws of the Corporation; **now therefore,**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

Section 1. The City Council of the City of Tomball, Texas, hereby approves the amended Bylaws of the Tomball Economic Development Corporation, the form of which is attached to this Resolution as **Exhibit" A".**

Section 2. This resolution shall be effective immediately upon its adoption.

PASSED, APPROVED, AND RESOLVED this 5th day of March, 2012.

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

Exhibit "A"

AMENDED BYLAWS
OF
TOMBALL ECONOMIC DEVELOPMENT CORPORATION

These Bylaws govern the affairs of TOMBALL ECONOMIC DEVELOPMENT CORPORATION (the "Corporation"), an industrial development corporation created pursuant to the Development Corporation Act of 1979, Local Government Code Chapters 501 through 507 (the "Development Corporation Act"), as amended, and other applicable laws.

ARTICLE I

PURPOSE

Public Purpose

1.01. The Corporation is incorporated as a nonprofit corporation for the purpose set forth in the Articles of Incorporation. Its purpose is the promotion and development of the City of Tomball under the Development Corporation Act of enterprises to promote and encourage employment and the public welfare. The Corporation is a nonprofit corporation as defined by the Internal Revenue Code of 1986, as amended, and the applicable rulings of the Internal Revenue Service of the United States prescribed and promulgated thereunder.

Powers

1.02. In the fulfillment of its corporate purpose, the Corporation shall be governed by the Development Corporation Act, and shall have all of the powers set forth and conferred in its Articles of Incorporation, in the Development Corporation Act, and in other applicable law, subject to the limitations prescribed herein.

ARTICLE II

OFFICES

Principal Office

2.01. The Corporation's principal office in Texas is located at 401 Market Street, Tomball, Texas 77375.

Registered Office and Agent

2.02. The Corporation shall maintain a registered office and registered agent in Texas. The registered office may, but need not, be identical with the Corporation's principal office in Texas. The Board of Directors may change the registered

office and the registered agent as permitted by law.

ARTICLE III

BOARD OF DIRECTORS

Management of the Corporation

3.01. The affairs of the Corporation shall be managed by the Board of Directors.

Number, Qualifications and Service of Directors

3.02. The business of the Corporation and all corporate powers shall be executed by or under authority of the Board of Directors (the "Board"), appointed by the governing body of the City of Tomball, and subject to the limitations imposed by the Development Corporation Act, the Texas Nonprofit Corporation Act, the Texas Business Corporation Act, the Articles of Incorporation, and these Bylaws. The Board may, by contract, resolution, or otherwise, give general or limited or special power and authority to the officers and employees of the Corporation to transact the general business or any special business of the Corporation, and may give powers of attorney to agents of the Corporation to transact any special business requiring such authorization. The Board shall consist of seven members appointed by the City Council of the City of Tomball, Texas, for two year terms of office; provided, however, a Director may be appointed to serve additional terms. The terms shall be staggered with position numbers 1, 3, 5, and 7 ending on May 31st of odd-numbered years, and position numbers 2, 4 and 6 ending on May 31st of even-numbered years. Each Director must reside within the City of Tomball, Texas.

Vacancies

3.03. The Board of Directors shall notify the City Council of any vacancy occurring on the Board, and the vacancy will be filled by appointment by City Council for the unexpired term.

Annual Meeting

3.04. The annual meeting of the Board of Directors shall be held during the month of May of each year. The Board shall designate the time and location of the annual meeting which shall be held in the principal offices of the corporation or at such other location as the Board may designate.

Regular Meetings

3.05. The Board of Directors may provide for regular meetings by resolution stating the time and place of such meetings. The meeting shall be held within the City of

Tomball, Texas, and, to the extent practical, at the principal offices of the Corporation or at such other location as the Board may designate.

Special Meetings

3.06. Special meetings of the Board of Directors may be called at the request of the president or any two Directors. The person(s) calling the meeting shall fix the time and location of the meeting, which meeting shall be conducted within the City of Tomball, Texas, as provided above for regular meetings. The person(s) calling a special meeting shall notify the secretary of the Corporation of the information required to be included in the notice of the meeting. In addition to the posting of a meeting notice in accordance with these Bylaws, a copy of each such meeting notice shall be delivered to each Director not less than 72 hours before the time of the meeting. A meeting notice shall be deemed delivered to any Director when delivered to the Director in person or deposited in the United States mail addressed to the Director at his or her address as it appears on the records of the Corporation. Such additional notice may be waived in writing by a Director at any time either before or after the time of the meeting and such additional notice shall be deemed waived by attendance.

Notice of Meetings; Open Meetings

3.07. The Board of Directors is subject to the open meetings law, Chapter 551, Government Code.

Quorum

3.08. Four Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The presence of a Director may not be established by proxy. No business shall be conducted, nor shall any action be taken by the Board, in the absence of a quorum.

Duties of Directors

3.09. Directors shall exercise ordinary business judgment in managing the affairs of the Corporation. In acting in their official capacity as Directors of the Corporation, Directors shall act in good faith and take actions that they reasonably believe to be in the best interests of the Corporation or that would be lawful and shall refrain from actions not in the best interest of the Corporation or that would be unlawful. A Director shall not be liable if, in the exercise of ordinary care, the Director acts in good faith relying on written financial and legal statements provided by an accountant or attorney retained by the Corporation.

Actions of Board of Directors: Proxy Voting Prohibited

3.10. The vote of a majority of Directors present at a meeting at which a quorum is present shall be sufficient to constitute the act of the Board of Directors. The

president shall be entitled to vote on all matters before the Board. A Director may not vote by proxy.

Minutes

3.11. The Board of Directors will keep minutes of its meetings, which minutes will constitute the record of such meetings.

Removal of Directors

3.12. The Board of Directors and each member thereof serve at the pleasure of the City Council of the City of Tomball, Texas, which may remove any Director at any time, either with or without cause.

Committees of Directors

3.13. The Board of Directors may by resolution establish one or more special or standing committees of its members. Such committees shall have the powers, duties and responsibilities established by the Board. The committees shall keep regular minutes of their meetings and report the same to the Board when required. The action of such a committee shall not constitute action by the Board.

Compensation

3.14. The duly appointed members of the Board shall serve without compensation, but may be reimbursed for actual or commensurate cost of travel, lodging and incidental expenses while on official business of the Board in accordance with State law and the rules of the Board.

Ex-Officio Directors

3.15. The Mayor and members of the Tomball City Council who are not members of the Corporation shall be ex-officio Directors of the Corporation. In addition, the Mayor and the City Council of Tomball may appoint no fewer than four and no more than seven individuals, to serve as ex-officio Director(s) of the Corporation. Two of these appointments shall be the President of the Greater Tomball Area Chamber of Commerce and the President of Lone Star College-Tomball. Ex-officio Directors shall be given notice of all meetings of the Board, may participate in discussions at Board meetings, but shall not be entitled to vote on matters considered by the Board.

ARTICLE IV

OFFICERS

Officer Positions

4.01. The officers of the Corporation shall be a president, a vice president, a secretary, and a treasurer. The Board of Directors may create additional officer positions, define the authorities and duties of such additional positions and appoint persons to fill such positions. No person may hold more than one such office.

Election and Terms of Officers

4.02. The officers of the Corporation shall be elected annually by the Board of the Directors at the regular annual meeting.

Removal of Officers

4.03. Any officer may be removed by the Board of Directors at any time, with or without cause. The removal of an officer by the Board does not result in the removal of such person as a Director of the Corporation.

Vacancies

4.04. A vacancy in any office may be filled by the Board of Directors for the unexpired portion of the officer's term.

President

4.05. 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

4.06. 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

4.07. 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 of the mailing address of each Director and officer of the Corporation.
(e) Perform duties as assigned by the president or Board of Directors.
(f) Perform all duties incident to the office of secretary.

Treasurer

4.08. 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.

Assistant Officers

4.09. The following assistant officers are created to assist the Board of Directors in the conduct of the affairs of the Corporation. They are the Assistant Treasurer and the Assistant Secretary, who shall assist those officers in their respective duties. The assistant officers are not required to be residents of the City.

Administration; Executive Director

4.10.

The Board shall appoint an administrative and executive officer of the Corporation who shall be responsible to the Board for the administration of all the affairs of the Corporation. The Executive Director shall serve at the will of the Board.

(a) The Executive Director shall perform and direct the daily administrative operations of the Corporation by preparing economic development policy, implementing planning, developing and managing goals and objectives, preparing and administering the budget, providing technical assistance to area businesses and to the City Council and City Manager, meeting with

various agencies and the public, attending local organizational meetings, assisting new and existing firms with financing and capital from various sources, attending City Council meetings and preparing reports as required.

(b) The Executive Director shall have the authority to employ, review and terminate individuals to fill staff positions that have been approved by the Board of Directors.

(c) The Executive Director shall be reviewed by the Board of Directors on an annual basis.

(d) The Executive Director shall receive compensation as may be fixed by the Board.

ARTICLE V

TRANSACTIONS OF THE CORPORATION

Contracts

5.01. The Board of Directors may by formal action or resolution authorize an officer or agent of the Corporation to enter into a contract or execute and deliver any instrument in the name of or on behalf of the Corporation. This authority may be limited to a specific contract or instrument or it may extend to any number and type of contracts and instruments.

Depository

5.02. The Board of Directors of the Corporation shall designate a depository bank. All funds of the Corporation shall be deposited with the depository bank.

Potential Conflicts of Interest; Code of Ethics

5.03. The members of the Board of Directors shall be governed by the Code of Ethics of the City of Tomball, Texas. If a Director has a substantial interest in a business entity or real property that is the subject of deliberation by the Board, the Director shall file an affidavit with the secretary of the corporation stating the nature and extent of the interest. Such affidavit shall be filed prior to any vote of decision upon the matter by the Board, and the interested Director shall abstain from any vote or decision upon the matter.

Transactions of the Corporation; Annual Work Plan and Performance Evaluation

5.04. The Board of Directors shall direct the Corporation staff to research, develop, prepare and submit to the City Council for its approval an annual work plan that shall set out goals and objectives of the Corporation, including but not limited to short-term and long-term goals for the economic development of the City; goals and objectives for the utilization of funds to promote the expansion and

development of a sound economic base for and within the City; and any other similar goals and objectives deemed appropriate by the Board and the City Council. The Board shall review and update the plan each year prior to the submission of the annual budget as required by other provisions of these Bylaws. In addition, the Board shall accompany each subsequent work plan following the initial work plan with a performance evaluation detailing the Board's achievements of its prior goals and objectives during the course of the previous fiscal year. Any reports outlining the activity of the Corporation for that quarter shall be submitted in writing by the Board for review by the City Council as desired by the City Council.

Annual Corporation Budget

5.05. The Board shall prepare a proposed annual budget of expected revenues and proposed expenditures for the next ensuing fiscal year. The budget shall contain such classifications and shall be in such form as may be prescribed from time to time by the City Council. The budget shall not be effective until the same has been approved by the City Council. The proposed budget shall be submitted to the City Council within a time frame to be specified by the City Manager for inclusion in the City's annual budgeting process.

Limitations on Expenditures

5.06. Any expenditure of funds not approved by the City Council in the annual budget must be submitted within 30 days to the City Council for consideration.

Staff Support

5.07. The Corporation may contract with the City to provide legal, financial and other services for the Corporation upon terms, conditions and compensation as mutually agreeable.

Gifts

5.08. The Board of Directors may accept on behalf of the Corporation any gift or bequest provided for the general purposes of or for any special purpose of the Corporation. Special funds shall include all funds from government contracts and gifts designated by a donor for special purposes. All other funds shall be general funds.

Prohibited Acts

5.09. As long as the Corporation is in existence, no director, officer or committee member of the Corporation shall:

(a) Do any act in violation of the Bylaws or bidding obligations of the

Corporation.

(b) Do any act with the intention of harming the Corporation or any of its operations.

(c) Do any act that would make it impossible or unnecessarily difficult to carry on the intended or ordinary business of the Corporation.

(d) Receive an improper personal or business benefit from the operation of the Corporation.

(e) Use the assets of the Corporation, directly or indirectly, for any purpose other than carrying on the business of the Corporation.

(f) Wrongfully transfer or dispose of Corporation property, including intangible property such as goodwill.

(g) Use the name of the Corporation (or any substantially similar) or any trademark or trade name adopted by the Corporation, except on behalf of the Corporation in the ordinary course of the Corporation's business.

(h) Disclose any of the Corporation business practices, trade secrets or any other information not generally known to the business community to any person not authorized to receive it.

(i) Commit Corporation funds without the prior approval of the Board of Directors.

ARTICLE VI

BOOKS AND RECORDS

Required Books and Records

6.01. The Corporation shall cause to be kept correct and complete books and records of account. All books and records of the Corporation may be inspected by Directors of the Corporation at any reasonable time. The Corporation's books and records shall include:

(a) A file endorsed copy of all documents filed with the Texas Secretary of State relating to the Corporation, including, but not limited to, the articles of incorporation, any articles of amendment, restated articles, and statement of change of registered office or agent.

(b) A copy of the Bylaws, and any amended versions or amendments to the Bylaws.

(c) Minutes of the proceedings of the Board of Directors.

(d) A list of names and addresses of the Directors and officers of the Corporation.

(e) A financial statement showing the assets, liabilities, and net worth of the Corporation.

(f) A financial statement showing the income and expenses of the Corporation.

(g) All rulings, letters, and other documents relating to the Corporation's federal, state and local tax status.

(h) The Corporation's federal, state and local information or income tax returns for each of the Corporation's tax years.

Public Information

6.02. The Board of Directors is subject to the public information law, Chapter 552, Government Code.

Audits

6.03. The Board of Directors shall provide for an independent annual audit of the Corporation's books; provided, further, that an annual audit by the City Council of the Corporation's books and records in conjunction with the annual audit of the City's books and records shall be sufficient.

ARTICLE VII

FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of October and end on the last day of September.

ARTICLE VIII

AMENDMENTS TO BYLAWS

The Bylaws may be altered, amended, or repealed by the Board of Directors with the consent of the City Council of the City of Tomball, Texas, as evidenced by a resolution of the City Council with the Bylaws attached.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Legal Authorities Governing Construction of Bylaws

9.01. To the greatest extent possible, these Bylaws shall be construed to conform to all legal requirements for obtaining and maintaining all tax exemptions that may be available to nonprofit corporations. Further, the Bylaws shall be constructed in accordance with the laws of the State of Texas. All references in the Bylaws to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time. It is expressly provided that the provisions of the Development Corporation Act applicable to corporations governed under Chapter 505 of the Texas Local Government Code, are incorporated within these Bylaws by reference. In the event of any conflict between the applicable provisions of the Development Corporation Act and these Bylaws, then the applicable provisions of such Act

shall control.

Legal Construction

9.02. If any Bylaw provision is held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provision and the Bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the Bylaws.

Headings

9.03. The headings used in the Bylaws are used for convenience and shall not be considered in constructing the terms of the Bylaws.

Seal

9.04. The Board of Directors may provide for a corporate seal. Such seal would contain the words "Tomball Economic Development Corporation".

Parties Bound

9.05. The Bylaws shall be binding upon and inure to the benefit of the Directors, officers and agents of the Corporation and their respective heirs, executors, administrators, legal representatives, successors and assigns except as otherwise provided in the Bylaws.

Effective Date

9.06. These Bylaws, and any subsequent amendments, hereto, shall be effective of and from the date upon which approval has been given both by the Board of Directors and the City Council of the City of Tomball, Texas.

Miscellaneous Provisions

9.07. To the extent permitted by law, the Corporation shall indemnify any Director or officer or former Director or officer of the Corporation for the expenses and costs, including attorney fees, actually and necessarily incurred by said officer or director in connection with any claim asserted against said officer or director by action in court or otherwise by reason of such person being or having been a director or officer, except in relation to matters as to which said person shall have been guilty of negligence or misconduct in respect of the matter in which indemnity is sought.

Corporation May Provide Insurance

9.08. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation to insure such person against any liability asserted against said person by reason of such person being or having been a director, officer, employee or agent of the Corporation. The premiums for such insurance shall be paid for by the Corporation.

Dissolution of the Corporation

9.09. The Corporation is a nonprofit corporation. Upon dissolution, all of the Corporation's assets shall be distributed to the City of Tomball.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting secretary of the TOMBALL ECONOMIC DEVELOPMENT CORPORATION, and the foregoing Bylaws constitute the Bylaws of the Corporation. These Bylaws were duly adopted at a meeting of the Board of Directors held on the 21 day of February, 2012, and subsequently approved and ratified by the City Council of the City of Tomball, Texas, at a meeting held on the 5 day of March 2012.

Signed this 15 day of March, 2012.

T. E. Summers

SECRETARY OF THE CORPORATION

RESOLUTION NO. 94-01

RESOLUTION AND ORDER CANVASSING RETURNS AND DECLARING RESULTS OF SPECIAL ELECTION HELD ON JANUARY 15, 1994, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY A PROPOSITION RELATING TO WHETHER THE CITY SHALL BE AUTHORIZED TO IMPOSE SALES AND USE TAXES UNDER SECTION 4B OF ARTICLE 5190.6, TEXAS REVISED STATUTES (THE DEVELOPMENT CORPORATION ACT OF 1979).

WHEREAS, there was held in the City of Tomball, Texas, on the 15th day of January, 1994, an election at which there was submitted to the duly qualified resident electors of said City of Tomball, Texas, for their action thereupon, the following proposition:

SHALL the City of Tomball, Texas be authorized to levy a sales and use tax of one-half cent (1/2¢) within the City in accordance with and pursuant to Section 4B of Article 5190.6, Texas Revised Civil Statutes, as amended, the Development Corporation Act of 1979 (the "Act"), for the benefit of a City industrial development corporation, to be used to pay the costs of projects authorized by the Act, including, but not limited to land, buildings, equipment, facilities and improvements found by the board of directors of the City's industrial development corporation to: (a) be required or suitable for use for professional and amateur (including children's) sports, athletic, entertainment, tourist, auditoriums, amphitheaters, concert halls, learning centers, parks and park facilities, open space improvements, municipal buildings, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of those items; or (b) promote or develop new or expanded business enterprises, including a project to provide public safety facilities, streets and roads, drainage and related improvements, demolition of existing structures, general municipally owned improvements, as well as any improvements or facilities that are related to any of those projects and any other project that the board in its discretion determines promotes or develops new or expanded business enterprises; or (c) pay the principal of, interest on, and other costs relating to bonds or other obligations issued by the industrial development corporation to pay the costs of the projects or to refund bonds or other obligations issued to pay the costs of projects?

FOR 244 votes

AGAINST 121 votes

Majority FOR adoption of
(FOR) (AGAINST)
an additional One-Half Cent (1/2¢) Sales and Use Tax within the City to be used under Section 4B of Article 5190.6, Texas Revised Statutes (the Development Corporation Act of 1979). 370 votes

as shown in the official election returns heretofore lawfully submitted to the City Council of the City of Tomball, Texas, and filed with the City Secretary of said City of Tomball, Texas; and

WHEREAS, only duly qualified resident electors of said City of Tomball, Texas, voted at said election, and said election was called and held in strict conformity with the laws of the State of Texas;

NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

I.

That the election described in the preamble to this resolution and order was duly called and notice thereof given in accordance with law; that said election was held in the manner required by law; that only duly qualified resident electors of the City of Tomball, Texas, voted at said election; that due returns of said election have been made by the proper officers; that said election resulted favorably to the proposition: SHALL THE CITY OF TOMBALL, TEXAS BE AUTHORIZED TO LEVY A SALES AND USE TAX OF ONE-HALF CENT (1/2¢) WITHIN THE CITY IN ACCORDANCE WITH AND PURSUANT TO SECTION 4B OF ARTICLE 5190.6, TEXAS REVISED CIVIL STATUTES, AS AMENDED, THE DEVELOPMENT CORPORATION ACT OF 1979 (THE "ACT"), FOR THE BENEFIT OF A CITY INDUSTRIAL DEVELOPMENT CORPORATION, TO BE USED TO PAY THE COSTS OF PROJECTS AUTHORIZED BY THE ACT, INCLUDING, BUT NOT LIMITED TO LAND, BUILDINGS, EQUIPMENT, FACILITIES AND IMPROVEMENTS FOUND BY THE BOARD OF DIRECTORS OF THE CITY'S INDUSTRIAL DEVELOPMENT CORPORATION TO: (A) BE REQUIRED OR SUITABLE FOR USE FOR PROFESSIONAL AND AMATEUR (INCLUDING CHILDREN'S) SPORTS, ATHLETIC, ENTERTAINMENT, TOURIST, AUDITORIUMS, AMPHITHEATERS, CONCERT HALLS, LEARNING CENTERS, PARKS AND PARK FACILITIES, OPEN SPACE IMPROVEMENTS, MUNICIPAL BUILDINGS, MUSEUMS, EXHIBITION FACILITIES, AND RELATED STORE, RESTAURANT, CONCESSION, AND AUTOMOBILE PARKING FACILITIES, RELATED AREA TRANSPORTATION FACILITIES, AND RELATED ROADS, STREETS, AND WATER AND SEWER FACILITIES, AND OTHER RELATED IMPROVEMENTS THAT ENHANCE ANY OF THOSE ITEMS; OR (B) PROMOTE OR DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES, INCLUDING A PROJECT TO PROVIDE PUBLIC SAFETY FACILITIES, STREETS AND ROADS, DRAINAGE AND RELATED IMPROVEMENTS, DEMOLITION OF EXISTING STRUCTURES, GENERAL MUNICIPALLY OWNED IMPROVEMENTS, AS WELL AS ANY IMPROVEMENTS OR FACILITIES THAT ARE RELATED TO ANY OF THOSE PROJECTS AND ANY OTHER PROJECT THAT THE BOARD IN ITS DISCRETION DETERMINES PROMOTES OR DEVELOPS NEW OR EXPANSES BUSINESS ENTERPRISES; OR (C) PAY THE PRINCIPAL OF, INTEREST ON, AND OTHER COSTS RELATING TO BONDS OR OTHER OBLIGATIONS ISSUED BY THE INDUSTRIAL DEVELOPMENT CORPORATION TO PAY THE COSTS OF THE PROJECTS OR TO REFUND BONDS OR OTHER OBLIGATIONS ISSUED TO PAY THE COSTS

OF PROJECTS?: and that a majority of the qualified voters of said City of Tomball, Texas, voting at said election, have voted in favor of approving and adopting an additional One-Half of One Percent Sales and Use Tax within said City of Tomball, Texas, to be used under Section 4B of Article 5190.6, Texas Revised Statutes (the Development Corporation Act of 1979).

II.

That the City Council of the City of Tomball, Texas, hereby officially and affirmatevely declares that said additional One-Half of One Percent Sales and Use Tax within said City of Tomball, Texas, to be used under Section 4B of Article 5190.6, Texas Revised Statutes (the Development Corporation Act of 1979), has been properly and lawfully adopted in accordance with the provisions of Subtitle C. Local Sales and Use Taxes, Chapter 321. Municipal Sales and Use Tax Act, authorizing the governing body of any city, town or village in Texas to call an election for the purpose of adopting an additional sales and use tax for the benefit of the municipality.

III.

That the City Secretary is hereby authorized and directed to transmit to the Comptroller of Public Accounts of the State of Texas, in Austin, Texas, by United States Registered Mail, or by United States Certified Mail, a certified copy of this Resolution and Order Canvassing the Returns of Special Election, under the official seal of the City of Tomball, Texas, showing the approval of said additional Local Sales and Use Tax by the qualified voters of said City of Tomball, Texas, together with a map of said City of Tomball, Texas, clearly showing the boundaries thereof as of the date of said election.

SO IT IS RESOLVED, by 5 votes in favor of and 0 votes against this resolution by the City Council of the City of Tomball, Texas, on this the 17th day of January, 1994.

COUNCILMAN FORD	AYE X	NAY ____
COUNCILMAN WILEY	AYE X	NAY ____
COUNCILMAN MATHESON	AYE X	NAY ____
COUNCILMAN WOOD	AYE X	NAY ____
COUNCILMAN OLDHAM	AYE X	NAY ____

ABSTAINING _____

REASON FOR ABSTENTION _____

PASSED AND APPROVED, this the 17th day of January, 1994.

H. G. HARRINGTON, Mayor
City of Tomball, Texas

ATTEST:

MARY REAGAN, City Secretary
City of Tomball, Texas

(CITY CORPORATE SEAL)

APPROVED AS TO FORM AND LEGALITY:

MARIO DELL'OSSO
Olson & Olson
City Attorneys for the City of Tomball

RESOLUTION NO. 99-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, APPROVING AMENDED BYLAWS OF THE TOMBALL INDUSTRIAL DEVELOPMENT CORPORATION; PROVIDING FOR THE EFFECTIVE DATE, AND OTHER RELATED MATTERS.

* * * * * * * *

WHEREAS, the TOMBALL INDUSTRIAL DEVELOPMENT CORPORATION (the "Corporation") functions under the auspices of the City of Tomball, Texas, pursuant to Section 4B of THE DEVELOPMENT CORPORATION ACT OF 1979, as amended (the "Act"); and

WHEREAS, the Corporation has obtained the approval of the City Council and is filing amended, updated and restated Bylaws; and

WHEREAS, the City Council, under whose auspices the Corporation was created, desires to approve the amended Bylaws of the Corporation;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

Section 1. The City Council of the City of Tomball, Texas, hereby approves the amended Bylaws of the Tomball Industrial Development Corporation, the form of which is attached to this Resolution as **Exhibit "A"**.

Section 2. This resolution shall be effective immediately upon its adoption.

PASSED, APPROVED, AND RESOLVED this 18th day of October, 1999.

H. G. (Hap) Harrington, Mayor

ATTEST:

Mary Coker, City Secretary

Exhibit "A"

AMENDED BYLAWS
OF
TOMBALL INDUSTRIAL DEVELOPMENT CORPORATION

These Bylaws govern the affairs of TOMBALL INDUSTRIAL DEVELOPMENT CORPORATION (The "Corporation"), a nonprofit corporation organized under Article 5190.6, Texas Civil Statutes, as amended, the Development Corporation Act of 1979 (the "Act"), and governed by Sec. 4B of the Act.

ARTICLE I

PURPOSES

General Purposes

1.01. The Corporation acts on behalf of the City of Tomball, Texas, in furtherance of the public purposes of the Act and may engage in any project authorized under Sec. 2(10) or Sec. 4B of the Act.

Powers

1.02. The Corporation has all the powers, both express and implied, granted to corporations governed by Sec.4B of the Act.

ARTICLE II

OFFICES

Principal Office

2.01. The principal office of the Corporation in the State of Texas is located at 401 W. Market Street, Suite C, in Tomball, Texas. The Governing Body may provide for additional offices or change the location of the office.

Registered Office and Agent

2.02. The Corporation shall comply with the requirements of the Act and maintain a registered office and registered agent in Texas. The registered office may, but need not, be identical with the Corporation's principal office in Texas. The Board of Directors may change the registered office and the registered agent as provided.

ARTICLE III

BOARD OF DIRECTORS

Management of the Corporation

3.01. The affairs of the Corporation shall be managed by the Board of Directors.

Number, Qualifications and Service of Directors

3.02. The Board of Directors shall consist of seven (7) members appointed by the City Council of the City of Tomball, Texas, for two (2) year terms of office which may be staggered, if so provided for by the Governing Body. Each Director must reside within the City of Tomball, Texas.

Vacancies

3.03. A vacancy occurring upon the Board of Directors shall be filled by appointment by the Governing Body of the City for the unexpired term.

Annual Meeting

3.04. The annual meeting of the Board of Directors shall be held during the month of February of each year. The Board of Directors shall designate the time and location of the annual meeting which shall be held in the principal offices of the corporation.

Regular Meetings

3.05. The Board of Directors may provide for regular meetings by resolution stating the time and place of such meetings. The meeting shall be held within the City of Tomball, Texas, and, to the extent practical, at the principal offices of the corporation or at such other location as the Board of directors may designate.

Special Meetings

3.06. Special meetings of the Board of Directors may be called at the request of the president or any two Directors. A person or persons calling the meeting shall fix the time and location of the meeting, which meeting shall be conducted within the City of Tomball, Texas, as provided above for regular meetings.

The person or persons calling a special meeting shall notify the secretary of the Corporation of the information required to be included in the notice of the meeting. In addition to the posting of a meeting notice in accordance with these Bylaws, a copy of each such meeting notice shall be delivered to each Director not less that seventy two (72) hours before the time of the meeting. A meeting notice shall be deemed delivered to any Director when delivered to the Director in person or

deposited in the United States mail addressed to the Director at his or her address as it appears on the records of the Corporation. Such additional notice may be waived in writing by a director at any time either before or after the time of the meeting and such additional notice shall be deemed waived by attendance.

Notice of Meetings: Meetings

3.07. The Board of Directors shall be considered a "governmental body" within the meaning of Texas Government Code, Sec. 551.001, and notice of each meeting shall be given in accordance with the provisions of Texas Government Code, Chapter 551 (The Texas Open Meetings Act). The Board shall meet in compliance with the Texas Open Meetings Act.

Quorum

3.08. Four (4) Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The presence of a Director may not be established by proxy. No business shall be conducted, nor shall any action be taken by the Board of Directors, in the absence of a quorum.

Duties of Directors

3.09. Directors shall exercise ordinary business judgment in managing the affairs of the Corporation. In acting in their official capacity as Directors of the Corporation, Directors shall act in good faith and take actions they reasonably believe to be in the best interests of the Corporation or which would be lawful and shall refrain from actions not in the best interest of the Corporation or which would be unlawful. A Director shall not be liable if, in the exercise of ordinary care, the Director acts in good faith relying on written financial and legal statements provided by an accountant or attorney retained by the Corporation.

Actions of Board of Directors: Proxy Voting Prohibited

3.10. The vote of a majority of Directors present at a meeting at which a quorum is present shall be sufficient to constitute the act of the Board of Directors. The president shall be entitled to vote on all matters before the Board.

A director may not vote by proxy.

Minutes

3.11. The Board will keep minutes of its meetings, which minutes will constitute the record of such meetings.

Removal of Directors

3.12. The Board of Directors and each member thereof serves at the pleasure of the City Council of the City of Tomball, Texas, which may remove any Director at any time, either with or without cause.

Committees of Directors

3.13. The Board of Directors may by resolution establish one or more special or standing committees of its members. Such committees shall have the powers, duties and responsibilities established by the Board. The committees shall keep regular minutes of their meetings and report the same to the Board of Directors when required. The action of such a committee shall not constitute action by the Board of Directors.

Compensation

3.14. Directors shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual expenses incurred in the performance of their duties hereunder. Such expenses shall be paid only upon formal authorization by action of the Board of Directors.

Board of Directors

Ex-Officio Directors

3.15. *The Mayor and members of the Tomball City Council who are not members of the Corporation shall be ex-officio directors of the Corporation. The Mayor and the City Council of Tomball may appoint no fewer than four (4) and no more than seven (7) individuals who meet the special qualifications as outlined in Section 3.09, to serve as ex-officio directors of the Corporation. Two of these appointments shall be the President of the Tomball Area Chamber of Commerce and the President of Tomball College. Ex-officio directors shall be given notice of all meetings of the Board, may participate in discussions at Board meetings, but shall not be entitled to vote on matters considered by the Board.*

ARTICLE IV

OFFICERS

Officer Positions

4.01. The officers of the Corporation shall be a president, a vice president, a secretary, and a treasurer. The Governing Body may create additional officer positions, define the

authorities and duties of such additional positions and appoint persons to fill such positions. No person may hold more than one such office.

Election and Terms of Officers

4.02. The officers of the Corporation shall be elected annually by the Board of the Directors at the regular annual meeting.

Removal of Officers

4.03. Any officer may be removed by the Board of Directors at any time, with or without cause. The removal of an officer does not also automatically result in the removal of such person as a Director of the Corporation.

Vacancies

4.04. A vacancy in any office may be filled by the Board of Directors for the unexpired portion of the officer's term.

President

4.05. 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 instrument shall have been authorized by the Board of Directors, 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 of Directors and all duties incident to the office of president.

Vice President

4.06. 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

4.07. The Secretary shall:

(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 of the mailing address of each Director and officer of the Corporation.

(e) Perform duties as assigned by the president or Board of Directors.

(f) Perform all duties incident to the office of secretary.

Treasurer

4.08. The treasurer shall:

(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.

Executive Director And Assistant Officers

4.09. The following executive and assistant officers are created to assist the Board of Directors in the conduct of the affairs of the Corporation. They are the Executive Director, who shall assist the President as necessary, the Assistant Treasurer, and the Assistant Secretary, who shall assist those officers in their respective duties. The Executive Director and Assistant Officers are not required to be residents of the City. The City Manager shall serve as Executive director. The Assistant City Manager and Financial Director shall serve as the Assistant Treasurer, and the City Secretary shall serve as the Assistant Secretary for the Corporation.

Compensation

4.10. Officers shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual expenses incurred in the performance of their duties hereunder. Such expenses shall be paid only upon formal authorization by action of the Board of Directors.

ARTICLE V

TRANSACTIONS OF THE CORPORATION

Contracts

5.01. The Board of Directors may by formal action or resolution authorize an officer or agent of the Corporation to enter into a contract or execute and deliver any instrument in the name of or on behalf of the Corporation. This authority may be limited to a specific contract or instrument or it may extend to any number and type of contracts and instruments.

Depository

5.02. The Board of Directors of the corporation shall designate a depository bank. All funds of the Corporation shall be deposited with the depository bank.

Potential Conflicts of Interest; Code of Ethics

5.03. The members of the Board of Directors are local public officials within the meaning of Texas Government Code Chapter 171 and shall be governed by the Code of Ethics of the City of Tomball, Texas. If a Director has a substantial interest in a business entity or real property which is the subject of deliberation by the Board of Directors, the Director shall file an affidavit with the secretary of the corporation stating the nature and extent of the interest. Such affidavit shall be filed prior to any vote of decision upon the matter by the Board of Directors, and the interested Director shall abstain from any vote or decision upon the matter.

Transactions of the Corporation

Annual Work Plan and Performance Evaluation

5.04. The Board of Directors shall research, develop, prepare and submit to the City Council for its approval an annual work plan which shall set out goals and objectives of the Corporation, including but not limited to short-term and long-term goals for the economic development of the City; goals and objectives for the utilization of funds to promote the expansion and development of a sound economic base for and

within the City; and any other similar goals and objectives deemed appropriate by the Board and the City Council. The Board shall review and update the plan each year prior to the submission of the annual budget required by other provisions of these Bylaws. In addition, the Board shall accompany each subsequent work plan following the initial work plan with a performance evaluation detailing the Board's achievements of its prior goals and objectives during the course of the previous fiscal year. Reports outlining the activity of the Corporation for that quarter shall be submitted in writing by the Board for review by the City Council as desired by the City Council.

Annual Corporation Budget

5.05. The Board shall prepare a proposed annual budget of expected revenues and proposed expenditures for the next ensuing fiscal year. The budget shall contain such classifications and shall be in such form as may be prescribed from time to time by the City Council. The budget shall not be effective until the same has been approved by the City Council. The proposed budget shall be submitted to the City Manager within a time frame to be specified by the City Manager for inclusion in the city's annual budgeting process.

Limitations on Expenditures

5.06. Any expenditures of funds not approved by the City Council in the annual budget must be submitted within 30 days to the City Council for consideration.

Staff Support

5.07. The Corporation will contract with the City to provide legal and financial services for the Corporation upon terms, conditions and compensation as mutually agreeable.

Gifts

5.08. The Board of Directors may accept on behalf of the Corporation any gift or bequest provided for the general purposes of or for any special purpose of the Corporation. Special funds shall include all funds from government contracts and gifts designated by a donor for special purposes. All other funds shall be general funds.

Prohibited Acts

5.09. As long as the Corporation is in existence, no director, officer or committee member of the Corporation shall:

(a) Do any act in violation of the Bylaws or biding obligation of the Corporation.

(b) Do any act with the intention of harming the Corporation or any of its operations.

(c) Do any act that would make it impossible or unnecessarily difficult to carry on the intended or ordinary business of the Corporation.

(d) Receive an improper personal or business benefit from the operation of the Corporation.

(e) Use the assets of the Corporation, directly or indirectly, for any purpose other than carrying on the business of the Corporation.

(f) Wrongfully transfer or dispose of Corporation property, including intangible property such as good will.

(g) Use the name of the Corporation (or any substantially similar) or any trademark or trade name adopted by the Corporation, except on behalf of the Corporation in the ordinary course of the Corporation's business.

(h) Disclose any of the Corporation business practices, trade secrets or any other information not generally known to the business community to any person not authorized to receive it.

(i) Commit Corporation funds without the prior approval of the Board of Directors.

The Corporation shall not have the power to own or operate any project as a business owner except as lessor, seller or lender or pursuant to the requirements of any trust agreement securing the credit transaction. In addition, the user pursuant to any lease, sale or loan agreement relating to a project shall be considered to be the owner of the project for the purposes of the application of any ad valorem, sales and use taxes or any other taxes levied or imposed by the State of Texas or any political subdivision of the State of Texas. The purchase and holding of mortgages, deeds of trust or other security interests and contracting for any services thereof shall not be deemed the operation of a project.

ARTICLE VI

BOOKS AND RECORDS

Required Books and Records

6.01. The Corporation shall keep correct and complete books and records of account. The Corporation's books and records shall include:

(a) A file endorsed copy of all documents filed with the Texas Secretary of State relating to the Corporation, including, but not limited to, the articles of incorporation, any articles of amendment, restated articles, and statement of change of registered office or agent.

(b) A copy of the bylaws, and any amended versions or amendments to the bylaws.

(c) Minutes of the proceedings of the Board of Directors.

(d) A list of names and addresses of the Directors and officers of the Corporation.

(e) A financial statement showing the assets, liabilities, and net worth of the Corporation.

(f) A financial statement showing the income and expenses of the Corporation.

(g) All rulings, letters, and other documents relating to the Corporation's federal, state and local tax status.

(h) The Corporation's federal, state and local information or income tax returns for each of the Corporation's tax years.

Records Open to Public

6.02. The corporation shall be considered a "governmental body" within the meaning of Texas Government Code, Sec. 552.003 and all records of the corporation shall be made available to the public for inspection or reproduction in accordance with the requirements of Texas Government Code, Chapter 552, (The Texas Open Records Act).

Audits

6.03. An annual independent audit shall be conducted by the Board of Directors. The City Council of the City of Tomball, Texas may at any time require an independent audit of the Corporation's books to be conducted.

ARTICLE VII

FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of October and end on the last day of September.

ARTICLE VIII

AMENDMENTS TO BYLAWS

The bylaws may be altered, amended, or repealed by the Board of Directors with the consent of the City Council of the City of Tomball, Texas, as evidenced by a resolution with the bylaws attached.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Legal Authorities Governing Construction of Bylaws

9.01. The bylaws shall be construed in accordance with the laws of the State of Texas. All references in the bylaws to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time. It is expressly provided that the provisions of the Development Corporation Act of 1979 applicable to corporations governed under Sec. 4B of that Act are incorporated within these bylaws by reference. In the event of any conflict between the applicable provisions of such Act and these bylaws, then the applicable provisions of such Act shall control.

Legal Construction

9.02. If any bylaw provision is held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provision and the bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the bylaws.

Headings

9.03. The headings used in the bylaws are used for convenience and shall not be considered in construing the terms of the bylaws.

Seal

9.04. The Board of Directors may provide for a corporate seal. Such seal would contain the words "Tomball Industrial development Corporation" and "Texas."

Parties Bound

9.05. The bylaws shall be binding upon and inure to the benefit of the Directors, officers and agents of the Corporation and their respective heirs, executors, administrators,

legal representatives, successors and assigns except as otherwise provided in the bylaws.

Effective Date

9.06. These bylaws, and any subsequent amendments hereto, shall be effective of and from the date upon which approval has been given both by the Board of Directors and the City Council of the City of Tomball, Texas.

Miscellaneous provisions

9.07. The Corporation shall indemnify any director or officer or former director or officer of the Corporation for the expenses and costs (including attorney fees) actually and necessarily incurred by said officer or director in connection with any claim asserted against said officer or director by action in court or otherwise by reason of such person being or having been a director or officer, except in relation to matters as to which said person shall have been guilty of negligence or misconduct in respect of the matter in which indemnity is sought.

Corporation May Provide Insurance

9.08. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation to insure such person against any liability asserted against said person by reason of such person being or having been a director, officer, employee or agent of the Corporation. The premiums for such insurance shall be paid for by the Corporation.

Dissolution of the Corporation

9.09. The Corporation is a non-profit corporation. Upon dissolution, all of the Corporation's assets shall be distributed to the City of Tomball.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting secretary of the TOMBALL INDUSTRIAL DEVELOPMENT CORPORATION, and the foregoing Bylaws constitute the Bylaws of the Corporation. These Bylaws were duly adopted at a meeting of the Board of Directors held on the _____ day of _____, 1997, and subsequently approved and ratified by the City Council of the City of Tomball, Texas, at a meeting held on the _____ day of _____, 1999.

Signed this _____ day of _____, 1999.

_____

SECRETARY OF THE CORPORATION

The State of Texas

SECRETARY OF STATE

CERTIFICATE OF RESTATED ARTICLES
OF INCORPORATION
OF

TOMBALL INDUSTRIAL DEVELOPMENT CORPORATION
CHARTER NO. 514295-1

The undersigned, as Secretary of State of Texas, hereby certifies that Restated Articles of Incorporation of the above corporation duly executed pursuant to the provisions of the Texas Non-Profit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Restated Articles of Incorporation and attaches hereto a copy of the Restated Articles of Incorporation.

Dated: **November 28, 1994**

THE STATE OF TEXAS

pac

Secretary of State

FILED
In the Office of the
Secretary of State of Texas

NOV 28 1994

Corporations Section

RESOLUTION NO. 94-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AMENDING AND RESTATING THE ARTICLES OF INCORPORATION OF THE TOMBALL INDUSTRIAL DEVELOPMENT CORPORATION; AUTHORIZING AND DIRECTING THE EXECUTION AND FILING OF SUCH AMENDED AND RESTATED ARTICLES BY THE MAYOR AND CITY SECRETARY; AUTHORIZING THE CORPORATION TO ACT ON BEHALF OF THE CITY FOR CERTAIN PURPOSES; PROVIDING FOR THE EFFECTIVE DATE AND OTHER RELATED MATTERS.

* * * * *

WHEREAS, the TOMBALL INDUSTRIAL DEVELOPMENT CORPORATION ("the corporation") is an industrial development corporation formed under the auspices of the City of Tomball, Texas, pursuant to The Development Corporation Act of 1979, as amended ("the Act"); and

WHEREAS, subsequent to the formation of such corporation, the qualified voters of the City did authorize the imposition of a sales and use tax at the rate of one-half of one percent to be imposed within the City in accordance with the provisions of Section 4B of the Act; and

WHEREAS, the governing body of the City, under whose auspices the corporation was created, is authorized to amend and restate the Articles of Incorporation in order to satisfy the requirements of Section 4B of the Act and to empower the corporation to receive and utilize the proceeds of such tax in conformity with Section 4B of the Act; NOW THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

Section 1. Pursuant to Sec. 17(b) of the Development Corporation Act of 1979, Article II of the Articles of Incorporation of the Tomball Industrial Development Corporation is amended by insertion of the following language in underline text:

ARTICLE II

The Corporation is a nonprofit corporation, and is an industrial development corporation organized under the Development Corporation Act of 1979, and governed by Sec. 4B of the Act. In the event of any conflict between any provision of these Articles of Incorporation and the Act, then the provisions of the Act shall control.

Section 2. Pursuant to Sec. 17(b) of the Development Corporation Act of 1979, Article IV of the Articles of Incorporation of the Tomball Industrial Development Corporation is amended by deletion of the following language in strikeout text and insertion of the language in underline text:

ARTICLE IV

The Corporation is organized and may issue bonds on behalf of the ~~Unit~~ City, and expend the proceeds of any sales and use tax levied for the benefit of the Corporation for the specific public purpose of the promotion and development of commercial, industrial, and manufacturing enterprises to promote and encourage employment and the public welfare, and to promote or develop new or expanded business enterprises, including public facilities, as enumerated in the Act, pursuant to Sec. 4B of the Development Corporation Act of 1979. The Corporation is authorized to act on behalf of the City as provided in these Articles of Incorporation; however, the Corporation is not a political subdivision or political corporation of the State of Texas within the meaning of its constitution and laws, including without limitation Article III, Section 52, of said Constitution, and no agreements, bonds, debts or obligations of the Corporation are or shall ever been deemed to be the agreements, bonds, debts or obligations, or the lending of credit, or a grant of public money or thing of value, of or by the City, or any other political corporation,

subdivision or agency of the State of Texas, or a pledge of the faith and credit of any of them.

Section 3. Pursuant to Sec. 17(b) of the Development Corporation Act of 1979, Article VII of the Articles of Incorporation of the Tomball Industrial Development Corporation is amended by insertion of the following language in strikeout text and insertion of the language in underline text:

ARTICLE VII

The street address of the ~~initial~~ present registered office of the Corporation is 401 W. Market Street, Suite C, Tomball, Texas, and the name of its ~~initial~~ present registered agent at such address is ~~Shirley England, City Secretary, or her successor~~ Warren Driver, City Manager.

Section 4. Pursuant to Sec. 17(b) of the Development Corporation Act of 1979, Article VIII of the Articles of Incorporation of the Tomball Industrial Development Corporation is amended by deletion of the following language in strikeout text and insertion of the language in underline text:

ARTICLE VIII

The affairs of the Corporation shall be managed by a Board of Directors consisting of seven (7) directors appointed by the Governing Body of the City for two (2) year terms of office. The terms of the directors may be staggered by the Governing Body. Three (3) directors shall be persons who are not employees, officers, or members of the Governing Body of the City. ~~The number of directors constituting the initial Board of Directors of the Corporation is five (5), and~~ The names and street addresses of the persons who ~~are to~~ presently serve as ~~the initial~~ directors and the dates of expiration of their present terms as directors are as follows:

Name	Address	Expiration of Term
_____	_____ _____	May 2, 1996
_____	_____ _____	May 2, 1995
_____	_____ _____	May 2, 1996
_____	_____ _____	May 2, 1995
_____	_____ _____	May 2, 1996
_____	_____ _____	May 2, 1996
_____	_____ _____	May 2, 1995

Each director must reside within the City. Directors are removable by the Governing Body of the City at any time without cause. The directors shall serve as such without compensation, except that they shall be reimbursed for their actual expenses incurred in the performance of their duties as directors. Any vacancy occurring on the Board of Directors through death, resignation, or otherwise shall be filled by appointment by the Governing Body of the City to hold office until the expiration of the term.

Section 5. Pursuant to Sec. 17(b) of the Development Corporation Act of 1979, Article IX of the Articles of Incorporation of the Tomball Industrial Development Corporation is deleted in its entirety.

Section 6. Pursuant to Sec. 17(b) of the Development Corporation Act of 1979, Article X of the Articles of Incorporation of the Tomball Industrial Development Corporation is renumbered to be Article IX, and said Article IX is amended by deletion of the following language in strikeout text and insertion of the language in underline text:

ARTICLE ~~X~~ IX

The Governing Body of the ~~Unit~~ City has specifically authorized the Corporation by Resolution to act on its behalf to further the ~~specific~~ public purposes ~~of the promotion and development of commercial, industrial, and manufacturing enterprises to promote and encourage employment and the public welfare~~ stated in this Resolution and these Articles of Incorporation, and the City has by said Resolution approved these Articles of Incorporation.

Section 7. Pursuant to Sec. 17(b) of the Development Corporation Act of 1979, the following Article X of the Articles of Incorporation of the Tomball Industrial Development Corporation is added as shown below in underline text:

ARTICLE X

No dividends shall ever be paid by the Corporation and no part of its net earnings remaining after payment of its expenses shall be distributed to or inure to the benefit of its directors or officers or any individual, firm, corporation or association, except that in the event the Board of Directors shall determine that sufficient provision has been made for the full payment of the expenses, bonds and other obligations of the Corporation, then any net earnings of the Corporation thereafter accruing shall be paid to the City. No part of the Corporation's activities shall be carrying on propaganda, or otherwise attempting to influence legislation, and it shall not participate in, or intervene in, (including the publishing or distributing of statements),

any political campaign on behalf of or in opposition to any candidate for public office.

Section 8. Pursuant to Sec. 17(b) of the Development Corporation Act of 1979, the following new Article XI of the Articles of Incorporation of the Tomball Industrial Development Corporation is added as shown below in underline text:

ARTICLE XI

If the Corporation ever should be dissolved when it has, or is entitled to, any interest in any funds or property of any kind, real, personal or mixed, such funds or property or rights thereto shall not be transferred to private ownership, but shall be transferred and delivered to the City after satisfaction or provision for satisfaction of debts and claims.

Section 9. Pursuant to Sec. 17(b) of the Development Corporation Act of 1979, Article X of the Articles of Incorporation of the Tomball Industrial Development Corporation is renumbered to be Article XII, and said Article XII is amended by deletion of the following language in strikeout text and insertion of the language in underline text:

ARTICLE XII

These Articles of Incorporation may at any time and from time to time be amended by the ~~Board of Directors or by~~ Governing Body, subject to such restrictions and in accordance with such procedures as may be provided in the ~~Bylaws of the Corporation; so long as the Articles of Incorporation as amended contain only such provisions as are lawful under the~~ Act.

Section 10. The Restated Articles of Incorporation of Tomball Industrial Development Corporation, the form of which is attached hereto as *Exhibit "A"*, are hereby approved and adopted in accordance with the provision of Sec. 20 of the Act, and the Mayor and City Secretary of the City of Tomball, Texas, are hereby authorized and directed to execute multiple

original copies of such Restated Articles of Incorporation and to cause same to be filed with the Secretary of State in accordance with the provisions of the Act. Prior to execution, the City Secretary is authorized and directed to conform such Restated Articles of Incorporation to include the names and addresses of those persons presently serving as directors of the corporation.

Section 11. The corporation is hereby expressly authorized to act on behalf of the City in furtherance of the public purposes of the Act and in conformity with such Restated Articles of Incorporation.

Section 12. This resolution shall be effective immediately upon its adoption.

PASSED, APPROVED, AND RESOLVED this 19th day of September, 1994.

H.G. (Hap) Harrington, Mayor

ATTEST:

Mary Reagan, City Secretary

APPROVED AS TO FORM:

Mario L. Dell'Osso
Olson & Olson
Attorneys for the City of Tomball

RESTATED ARTICLES OF INCORPORATION

OF

TOMBALL INDUSTRIAL DEVELOPMENT CORPORATION

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

WE, **H.G. "HAP" HARRINGTON** and **MARY REAGAN**, being the presiding officer and secretary of the Governing Body of the City of Tomball, Texas, (the "City"), the unit of government under whose auspices was heretofore created the **TOMBALL INDUSTRIAL DEVELOPMENT CORPORATION**, ("the Corporation"), a nonprofit industrial development corporation organized under Article 5190.6, V.T.C.S. ("The Development Corporation Act of 1979"), acting herein with the approval and at the direction of the Governing Body of the City, do hereby make and subscribe these Restated Articles of Incorporation as follows:

ARTICLE ONE

Pursuant to Sec. 17(b) and Sec. 20 of the Development Corporation Act of 1979, the Governing Body of the City of Tomball, Texas, hereby adopts Restated Articles of Incorporation for the **TOMBALL INDUSTRIAL DEVELOPMENT CORPORATION** which accurately copy the Articles of Incorporation and all amendments thereto that are in effect to date and as further amended by such Restated Articles of Incorporation as hereinafter set forth and which contain no other change in any provision thereof except that the number, names, and addresses of the persons presently serving as directors of the corporation, as well as the name of the present

registered agent of the Corporation have been inserted in lieu of similar information concerning the initial Board of Directors and registered agent, and the names and addresses of the incorporators have been omitted.

ARTICLE TWO

The following amendments to the Articles of Incorporation were adopted by the Governing Body of the City on September 6, 1994.

2.1. Pursuant to Sec. 17(b) of the Development Corporation Act of 1979, Article II of the Articles of Incorporation of the Tomball Industrial Development Corporation was amended by insertion of the following language in underline text:

ARTICLE II

The Corporation is a nonprofit corporation, and is an industrial development corporation organized under the Development Corporation Act of 1979, and governed by Sec. 4B of the Act. In the event of any conflict between any provision of these Articles of Incorporation and the Act, then the provisions of the Act shall control.

2.2. Pursuant to Sec. 17(b) of the Development Corporation Act of 1979, Article IV of the Articles of Incorporation of the Tomball Industrial Development Corporation was amended by deletion of the following language in strikeout text and insertion of the language in underline text:

ARTICLE IV

The Corporation is organized and may issue bonds on behalf of the ~~Unit~~ City, and expend the proceeds of any sales and use tax levied for the benefit of the Corporation for the specific

public purpose of the promotion and development of commercial, industrial, and manufacturing enterprises to promote and encourage employment and the public welfare, and to promote or develop new or expanded business enterprises, including public facilities, as enumerated in the Act, pursuant to Sec. 4B of the Development Corporation Act of 1979. The Corporation is authorized to act on behalf of the City as provided in these Articles of Incorporation; however, the Corporation is not a political subdivision or political corporation of the State of Texas within the meaning of its constitution and laws, including without limitation Article III, Section 52, of said Constitution, and no agreements, bonds, debts or obligations of the Corporation are or shall ever been deemed to be the agreements, bonds, debts or obligations, or the lending of credit, or a grant of public money or thing of value, of or by the City, or any other political corporation, subdivision or agency of the State of Texas, or a pledge of the faith and credit of any of them.

2.3. Pursuant to Sec. 17(b) of the Development Corporation Act of 1979, Article VII of the Articles of Incorporation of the Tomball Industrial Development Corporation was amended by insertion of the following language in strikeout text and insertion of the language in underline text:

ARTICLE VII

The street address of the ~~initial~~ present registered office of the Corporation is 401 W. Market Street, Suite C, Tomball, Texas, and the name of its ~~initial~~ present registered agent at such address is ~~Shirley England, City Secretary, or her successor~~ Warren Driver, City Manager.

2.4. Pursuant to Sec. 17(b) of the Development Corporation Act of 1979, Article VIII of the Articles of Incorporation of the Tomball Industrial Development Corporation

was amended by deletion of the following language in strikeout text and insertion of the language in underline text:

ARTICLE VIII

The affairs of the Corporation shall be managed by a Board of Directors consisting of seven (7) directors appointed by the Governing Body of the City for two (2) year terms of office. The terms of the directors may be staggered by the Governing Body. Three (3) directors shall be persons who are not employees, officers, or members of the Governing Body of the City. ~~The number of directors constituting the initial Board of Directors of the Corporation is five (5), and~~ The names and street addresses of the persons who ~~are to~~ presently serve as ~~the initial~~ directors and the dates of expiration of their present terms as directors are as follows:

Name	Address	Expiration of Term
Larry Doerre	506 N. Peach Tomball, Texas 77375	May 16, 1996
H.G. "Hap" Harrington	619 Magnolia Tomball, Texas 77375	May 2, 1995
Stephen Hohl	31111 Alice Tomball, Texas 77375	May 2, 1996
Earle Oldham	610 Inwood Tomball, Texas 77375	May 2, 1995
Steven Vaughan	13322 Wildwood Tomball, Texas 77375	May 2, 1996
Mary Lu Wiley	14120 Carnes Wood Tomball, Texas 77375	May 2, 1996

Each director must reside within the City. Directors are removable by the Governing Body of the City at any time without cause. The directors shall serve as such without compensation, except that they shall be reimbursed for their actual expenses incurred in the performance of their duties as directors. Any vacancy occurring on the Board of Directors through death, resignation, or otherwise shall be filled by appointment by the Governing Body of the City to hold office until the expiration of the term.

2.5 . Pursuant to Sec. 17(b) of the Development Corporation Act of 1979, Article IX of the Articles of Incorporation of the Tomball Industrial Development Corporation was deleted in its entirety.

2.6. Pursuant to Sec. 17(b) of the Development Corporation Act of 1979, Article X of the Articles of Incorporation of the Tomball Industrial Development Corporation was renumbered to be Article IX, and said Article IX was amended by deletion of the following language in strikeout text and insertion of the language in underline text:

ARTICLE ~~X~~ IX

The Governing Body of the ~~Unit~~ City has specifically authorized the Corporation by Resolution to act on its behalf to further the ~~specific~~ public purposes ~~of the promotion and development of commercial, industrial, and manufacturing enterprises to promote and encourage employment and the public welfare~~ stated in this Resolution and these Articles of Incorporation, and the City has by said Resolution approved these Articles of Incorporation.

2.7. Pursuant to Sec. 17(b) of the Development Corporation Act of 1979, the following new Article X of the Articles of Incorporation of the Tomball Industrial Development Corporation was added as shown below in underline text:

ARTICLE X

No dividends shall ever be paid by the Corporation and no part of its net earnings remaining after payment of its expenses shall be distributed to or inure to the benefit of its directors or officers or any individual, firm, corporation or association, except that in the event the Board of Directors shall determine that sufficient provision has been made for the full payment of the expenses, bonds and other obligations of the Corporation, then any net earnings of the Corporation thereafter accruing shall be paid to the City. No part of the Corporation's activities shall be carrying on propaganda, or otherwise attempting to influence legislation, and it shall not participate in, or intervene in, (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

2.8. Pursuant to Sec. 17(b) of the Development Corporation Act of 1979, the following new Article XI of the Articles of Incorporation of the Tomball Industrial Development Corporation was added as shown below in underline text:

ARTICLE XI

If the Corporation ever should be dissolved when it has, or is entitled to, any interest in any funds or property of any kind, real, personal or mixed, such funds or property or rights thereto shall not be transferred to private ownership, but shall be transferred and delivered to the City after satisfaction or provision for satisfaction of debts and claims.

2.9. Pursuant to Sec. 17(b) of the Development Corporation Act of 1979, the original Article X of the Articles of Incorporation of the Tomball Industrial Development Corporation is renumbered to be Article XII, and said Article XII was amended by deletion of the following language in strikeout text and insertion of the language in underline text:

ARTICLE XII

These Articles of Incorporation may at any time and from time to time be amended by the ~~Board of Directors or by~~ Governing Body, subject to such restrictions and in accordance with such procedures as may be provided in the ~~Bylaws of the Corporation; so long as the Articles of Incorporation as amended contain only such provisions as are lawful under the~~ Act.

ARTICLE THREE

The Articles of Incorporation and all amendments and supplements thereto are hereby superseded by the following Restated Articles of Incorporation which accurately copy the entire text thereof and as amended as above set forth.

ARTICLE I

The name of the Corporation is "TOMBALL INDUSTRIAL DEVELOPMENT CORPORATION".

ARTICLE II

The Corporation is a nonprofit corporation, and is an industrial development corporation organized under the Development Corporation Act of 1979, and governed by Sec. 4B of the Act. In the event of any conflict between any provision of these Articles of Incorporation and the Act, then the provisions of the Act shall control.

ARTICLE III

The duration of the Corporation shall be perpetual.

ARTICLE IV

The Corporation is organized and may issue bonds on behalf of the City, and expend the proceeds of any sales and use tax levied for the benefit of the Corporation for the specific public purpose of the promotion and development of commercial, industrial and manufacturing enterprises to promote and encourage employment and the public welfare, and to promote or develop new or expanded business enterprises, including public facilities, as enumerated in the Act, pursuant to Sec. 4B of the Development Corporation Act of 1979. The Corporation is authorized to act on behalf of the City as provided in these Articles of Incorporation; however, the Corporation is not a political subdivision or political corporation of the State of Texas within the meaning of its constitution and laws, including without limitation Article III, Section 52, of said Constitution, and no agreements, bonds, debts or obligations of the Corporation are or shall ever been deemed to be the agreements, bonds, debts or obligations, or the lending of credit, or a grant of public money or thing of value, of or by the City, or any other political corporation, subdivision or agency of the State of Texas, or a pledge of the faith and credit of any of them.

ARTICLE V

The Corporation has no members and is a nonstock corporation.

ARTICLE VI

The Corporation's internal affairs shall be regulated by a set of Bylaws, not inconsistent with the laws of this State, which have been approved by the City Council of the Unit (the

"Governing Body"), under whose auspices the Corporation is created.

ARTICLE VII

The street address of the present registered office of the Corporation is 401 W. Market Street, Suite C, Tomball, Texas, and the name of its present registered agent at such address is Warren Driver, City Manager.

ARTICLE VIII

The affairs of the Corporation shall be managed by a Board of Directors consisting of seven (7) directors appointed by the Governing Body of the City for two (2) year terms of office. The terms of the directors may be staggered by the Governing Body. Three (3) directors shall be persons who are not employees, officers, or members of the Governing Body of the City. The names and street addresses of the persons who presently serve as directors and the dates of expiration of their present terms as directors, are as follows:

Name	Address	Expiration of Term
Larry Doerre	506 N. Peach Tomball, Texas 77375	May 16, 1996
H.G. "Hap" Harrington	619 Magnolia Tomball, Texas 77375	May 2, 1995
Stephen Hohl	31111 Alice Tomball, Texas 77375	May 2, 1996
Earle Oldham	610 Inwood Tomball, Texas 77375	May 2, 1995
Steven Vaughan	13322 Wildwood Tomball, Texas 77375	May 2, 1996

Mary Lu Wiley	14120 Carnes Wood Tomball, Texas 77375	May 2, 1996
Bill Wilson	31222 Stella Lane Tomball, Texas 77375	May 2, 1995

Each director must reside within the City. Directors are removable by the Governing Body of the City at any time without cause. The directors shall serve as such without compensation except that they shall be reimbursed for their actual expenses incurred in the performance of their duties as directors. Any vacancy occurring on the Board of Directors through death, resignation or otherwise shall be filled by appointment by the Governing Body of the City to hold office until the expiration of the term.

ARTICLE IX

The City has specifically authorized the Corporation by Resolution to act on its behalf to further the public purposes stated in said Resolution and these Articles of Incorporation, and the City has by said Resolution approved these Articles of Incorporation.

ARTICLE X

No dividends shall ever be paid by the Corporation and no part of its net earnings remaining after payment of its expenses shall be distributed to or inure to the benefit of its directors or officers or any individual, firm, corporation or association, except that in the event the Board of Directors shall determine that sufficient provision has been made for the full payment of the expenses, bonds and other obligations of the Corporation, then any net earnings of the Corporation thereafter accruing shall be paid to the City. No part of the Corporation's

activities shall be carrying on propaganda, or otherwise attempting to influence legislation, and it shall not participate in, or intervene in, (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE XI

If the Corporation ever should be dissolved when it has, or is entitled to, any interest in any funds or property of any kind, real, personal or mixed, such funds or property or rights thereto shall not be transferred to private ownership, but shall be transferred and delivered to the City after satisfaction or provision for satisfaction of debts and claims.

ARTICLE XII

These Articles may at any time and from time to time be amended by the Governing Body, subject to such restrictions and in accordance with such procedures as may be provided in the Act.

Signed this 7th day of November, 1994.

H.G. (Hap) Harrington, Mayor

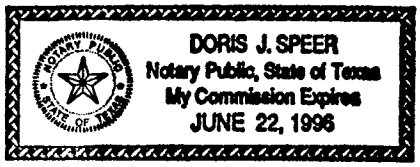
ATTEST:

Mary Reagan, City Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, a notary public, on this day personally appeared H.G. (HAP) HARRINGTON and MARY REAGAN, known to me to be the persons whose names are subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

Given under my hand and seal of office this 7th day of November, 1994.



Notary Public, State of Texas

RESOLUTION NO. 94-15

A RESOLUTION OF THE CITY OF TOMBALL, TEXAS, APPROVING AMENDED BYLAWS OF THE TOMBALL INDUSTRIAL DEVELOPMENT CORPORATION, PROVIDING FOR THE EFFECTIVE DATE, AND OTHER RELATED MATTERS.

* * * * *

WHEREAS, the TOMBALL INDUSTRIAL DEVELOPMENT CORPORATION (the "Corporation") functions under the auspices of the City of Tomball, Texas, pursuant to Section 4B of THE DEVELOPMENT CORPORATION ACT OF 1979, as amended (the "Act"); and

WHEREAS, the Corporation has obtained the approval of the City Council and is filing amended and restated Articles of Incorporation, and in this connection the Corporation is also updating and amending its Bylaws; and

WHEREAS, the City Council, under whose auspices the Corporation was created, desires to approve the amended Bylaws of the Corporation; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

Section 1. The City Council of the City of Tomball, Texas, hereby approves the amended Bylaws of the Tomball Industrial Development Corporation, the form of which is attached to this Resolution as Exhibit "A".

Section 2. This resolution shall be effective immediately upon its adoption.

PASSED, APPROVED, AND RESOLVED this 19th day of September, 1994.

H.G. (Hap) Harrington, Mayor

ATTEST:

Mary Reagan, City Secretary

APPROVED AS TO FORM:

Mario L. Dell'Osso
Olson & Olson
Attorneys for the City of Tomball

TOMBALL

ECONOMIC DEVELOPMENT CORP.

STANDARD OPERATING PROCEDURES

2020/2021

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INTRODUCTION

This Standard Operating Procedures (SOP) handbook was compiled to provide guidance to the Tomball Economic Development Corp. (TEDC) staff regarding the operation and management of the organization's programs and administrative processes.

With the objective of being a resource for new and existing staff for training and continuity of operations, the handbook contains clear step-by-step instructions of core routine procedures that are essential to the functioning of the organization.

While the content is comprehensive, it is not exhaustive, and it is not final. The focus is on current mission-critical, routine, and scalable processes. As such, this handbook should be considered a "living" document to be improved upon as changes and new programs are developed, and these too become core processes.

Finally, employee policies are not included in this handbook. These are fully developed separately in TEDC's Employee Policy Handbook and available to all staff.

HOW THIS HANDBOOK IS ORGANIZED

This handbook is organized in two sections:

Section 1 – Organizational Background
This covers a summary of what the TEDC is about, its current organization structure, and job descriptions.

Section 2 – Administrative and Program Processes
This section covers core routine processes related to board meetings, events, and grant applications.

SECTION 1 – ORGANIZATIONAL BACKGROUND

ABOUT TEDC

The Tomball Economic Development Corporation (TEDC) is a non-profit organization formed in 1994, after citizen approval of the 4B Economic Development Tax. The TEDC is a legal entity with the statutory authority to spend economic development sales tax dollars. Tomball's total City sales tax rate is 2¢, with 0.5¢ allocated for the reduction in property tax and 0.5¢ allocated for economic development.

The Corporation is city-chartered and governed by a seven member, City Council appointed, board of directors. Annual revenues of the Corporation have grown steadily from approximately $800,000 in the 1994-1995 fiscal year (first full year) to $4 million in the 2017-2018 fiscal year.

The Corporation's funds are reinvested into the Tomball community as qualifying companies receive financial assistance in the form of cash grants to defray the costs of purchasing land, buildings, equipment, and improvements for relocation or expansion in the City of Tomball. The TEDC works to bring new, quality businesses and manufacturing to Tomball while still supporting the high-tech corporate industry and family owned and operated businesses. The Corporation's ultimate goal is to create primary jobs that infuse new dollars into the local economy by creating or selling products or services that are ultimately used locally or exported to regional, statewide, national, or international markets.

MISSION STATEMENT

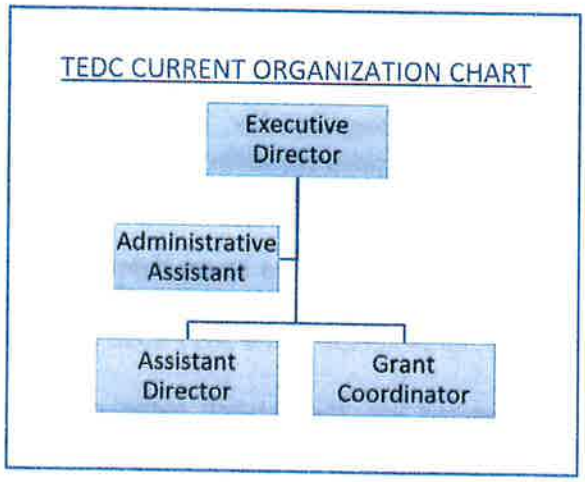
To promote economic development in the City of Tomball through the attraction of new business and industry and the retention of existing businesses by providing the resources that enable and advance the general well-being of the community.

VISION STATEMENT

Tomball is the community of choice, providing opportunities for commercial and industrial development that enable business owners and residents to benefit from Tomball's dynamic economy, strong labor force, and unmatched living and working environment.

ORGANIZATION STRUCTURE

CURRENT ORGANIZATION CHART



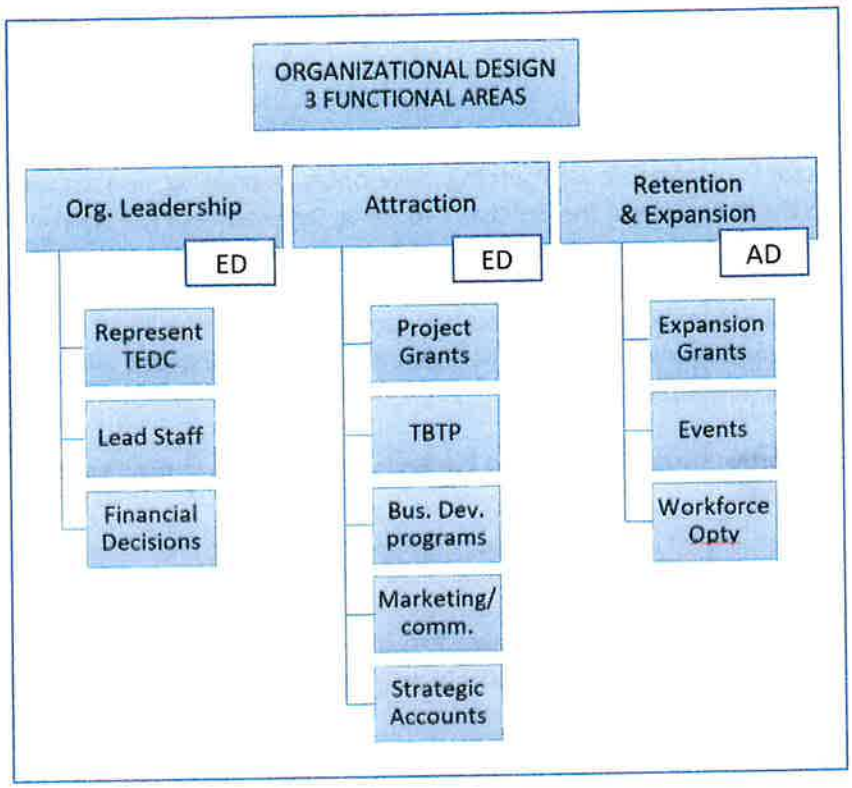
ORGANIZATIONAL DESIGN

The TEDC is organized by function in three broad areas. The first covers leadership function, i.e. stakeholder management and decision making. The second focuses on Attraction Programs, i.e. recruiting businesses to the area. The third on Retention and Expansion programs, i.e. ensuring business stay and grow in the area.

The leadership and Attraction functions are led by the Executive Director (ED), while the Retention and Expansion businesses are led by the Assistant Director (AD).

Each function oversees a group of activities that allow it to deliver its services. These activities include core and mission-critical processes that will be developed in the Standard Operating Procedures section of this handbook.

The chart below illustrates the organizational design.


ORGANIZATIONAL DESIGN
3 FUNCTIONAL AREAS
Org. Leadership
ED
Represent TEDC
Lead Staff
Financial Decisions
Attraction
ED
Project Grants
TBTP
Bus. Dev. programs
Marketing/ comm.
Strategic Accounts
Retention & Expansion
AD
Expansion Grants
Events
Workforce Opty

JOB DESCRIPTIONS

EXECUTIVE DIRECTOR

JOB DEFINITION
The Executive Director is responsible for Planning, developing, marketing, and managing all aspects and activities related to the execution of the Tomball Economic Development Corporation's (TEDC) Strategic Work Plan. He or she must assist representatives of business, real estate, and the development community in working with the City to bring in new businesses and news jobs; develop and implement business retention and expansion programs; act as representative for the TEDC with local, county, regional, and state organizations; adhere to the legislative requirements and intended use of Type B Sales Tax for economic development.

REPORTING: The Executive Director reports to the Board of Directors of the Tomball Economic Development Corporation.

ESSENTIAL FUNCTIONS: Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills, and other characteristics. This list of tasks is illustrative, it is not a comprehensive listing of all functions and tasks performed by positions in this class. Incumbents in this class may not be required to perform all duties listed and may be required to perform additional, position-specific duties.

- Negotiate program parameters that benefit the community with public agencies and external stakeholders, in accordance with federal, state, and local ordinance.
- Lead and manage the TEDC staff in a professional and collaborative manner that creates opportunities for development, and achieves high employee performance and retention.
- Develop and implement impactful strategies, grants, and incentive programs in line with community and regional economic needs and trends.
- Direct the staff and relevant external resources in the development of budgets and strategic plans.
- Drive board meetings, deciding on scheduling and agenda items to present for board approval.
- Attend and present at regional and national forums and training conferences.
- Make presentations at, and attend, TEDC and community events to enhance the visibility and effectiveness of the TEDC.
- Meet with grant applicants throughout the grant preparation process to support their successful completion.
- Review grant applications and evaluate economic impact using established methodologies and approved software.
- Lead the effort with external brokers, engineers, and all relevant parties to identify, evaluate, purchase, develop, and market real estate assets for mixed, industrial, and commercial use.
- Oversee the marketing, communication, and promotion efforts ensuring these are consistent, in line with strategic plans, and enhance the visibility and image of the TEDC.

KNOWLEDGE AND SKILLS

- Excellent multi-party negotiation skills while following federal, state, and local ordinances.
- Critical decision-making including the ability to process relevant information, committing to a definitive course of action.

- Excellent understanding of the economics of community development grants and their administration.
- Excellent communication skills for providing guidance and support to the TEDC Board, organizational leaders, employees, and citizens.
- Success at coalition building among staff and citizens to minimize perceived barriers.
- Demonstrated professional and ethical standards that promote equity in the treatment of all.
- Ability to maintain positive productive relationships with the TEDC Board, the City Council, general public, the commercial community and development interests, and to balance responses to their respective needs in the best interest of the entire community
- Experience in developing projects from initial contact, proposal submission, site visits, negotiating incentives through start-up and ongoing existing industry support.

DISTINGUISHING CHARACTERISTICS

Personal and professional integrity of the highest order, demonstrated in both the candidate's public and private life. Strong leadership and interpersonal skills, exhibited through confidence and an open management style with organizational leaders, stakeholders, and staff.

QUALIFICATIONS

- Bachelor's degree in Public or Business Administration, Urban Planning, Community Development, Economics.
- or a related field from an accredited higher education institution
- Five or more years of experience in leadership positions in the economic development field, in public economic development planning, or community development and redevelopment, or public administration involving related program development
- Valid Class C Texas motor vehicle operator's license.
- U.S. Citizen or valid work permit

ASSISTANT DIRECTOR

JOB DEFINITION

The Assistant Director is responsible for assisting the Director in planning, directing, managing and overseeing the activities and operations of the Economic Development Corporation, including business recruitment, retention, and expansion; budget and financial operations; development, implementation and oversight of a comprehensive economic development strategy; contract monitoring and compliance, workforce development programs; coordination and collaboration with community economic development partners; development of policies and guidelines; and marketing activities.

REPORTING

Immediate supervision is provided by the Executive Director of the Tomball Economic Development Corporation and in his/her absence, the President of the Board of Directors.

ESSENTIAL FUNCTIONS

Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list of tasks is illustrative, it is not a comprehensive listing of all functions and tasks performed by positions in this class. Incumbents in this

class may not be required to perform all duties listed and may be required to perform additional, position-specific duties.

- Develop and implement retention and expansion programs, incentives, and events for existing business clients, in line with the ED's directions and TEDC's strategic plans.
- Lead the project management efforts to implement grants and programs, and events, working collaboratively with external stakeholders to ensure their success.
- Lead and manage the retention and expansion grant program, supporting applicants as needed to ensure the successful completion and approval of the grants.
- Lead the execution of economic development events, ensuring adherence to time and budget limits.
- Assist in developing and recruiting economic development prospects.
- Assist in developing, planning, and implementing strategies and programs to encourage business growth, development and investment in Tomball.
- Collaborate with TEDC staff on the preparation of the board meetings.
- Represent the TEDC when the ED is not available to liaise with city council, state agencies, and other external stakeholders.
- Collaborate on the preparation of the TEDC Annual Report, Strategic Work Plan, Budget and other reports and publications.
- Prepare and implement marketing programs in collaboration with staff and external parties.
- Perform administrative tasks in collaboration with other staff ensuring their accuracy and quality. These include maintaining client and demographic databases; drafting agendas, memoranda, marketing material, and communications as needed and/or as directed by ED.
- Attend, and present at, business, community, and regional events.
- Attend staff, board, and committee meetings.

KNOWLEDGE AND SKILLS

- Excellent project management skills with attention to timing, budget, details, and a focus on deliverables and accuracy.
- Strong interpersonal skills, applied to work effectively with all internal and external stakeholders including staff, contractors, business leaders, elected officials, and members of the public.
- Knowledge of operational characteristics, services, and activities of economic development programs.
- Knowledge of public and private sector considerations in site selection.
- Excellent written and verbal communication skills, including the ability to make public presentations.
- Knowledge of principles and practices of economic and community development and redevelopment.
- Experience with marketing and promotion as related to economic development and tourism activities.
- Ability to build strong business relationships with colleagues and stakeholders.

DISTINGUISHING CHARACTERISTICS

Capable of working independently, professionally, and effectively on activities that involve a higher degree of scope, confidentiality and complexity. Highly organized and detail-oriented leader that can implement and support the decisions of the ED, while directing or collaborating as appropriate with

other staff members. Community-centric team player who champions workplace values of integrity and fairness.

QUALIFICATIONS

- Bachelor's degree with major coursework in economic development, public relations, marketing, business administration or related field.
- 5 or more years' experience in the field of economic development, with specific emphasis on business recruitment, retention, and expansion.
- 3 years of supervisory responsibility.
- Must be proficient in Microsoft Office applications and ability to quickly learn new software.
- Valid Class C Texas motor vehicle operator's license.
- U.S. Citizen or valid work permit

GRANT COORDINATOR

JOB DEFINITION

The Grant Coordinator's role main purpose is to assist in the development, planning, and implementation of a variety of economic development initiatives for the Tomball Economic Development Corporation (TEDC). Responsibilities include coordinating the preparation, planning, and organization of various grants; interacting with members of the public, grant applicants, third-party agencies, and city officials; and working collaboratively with other staff members on marketing, accounting, event planning, and administrative activities.

REPORTING: The Grant Coordinator reports to the Executive Director of the Tomball Economic Development Corporation and in his/her absence, the President of the Board of Directors.

ESSENTIAL FUNCTIONS

Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list of tasks is illustrative, it is not a comprehensive listing of all functions and tasks performed by positions in this class. Incumbents in this class may not be required to perform all duties listed and may be required to perform additional, position-specific duties.

Grants and Economic development, approx. 50%

- Work closely with TEDC's leadership to Coordinate and facilitate Economic Development program activities that achieve the City's economic development strategies
- Assists in developing programs and initiatives to attract, retain, and expand a diversified mix of businesses and public/private partnerships that enhance the City of Tomball's business atmosphere, tax base, and livability.
- Meet with local businesses and aspiring business owners to identify their needs and make referrals to grant resources, programs and services that meet those needs.
- Work closely with business candidates to coordinate the data collection, preparation, and submission of grant applications.
- Interacts with the public to inform them about development matters and concerns by phone, email, or with direct citizen contact.

- Build strong working relationships and networks with small businesses and organizations that serve the business community in Tomball.
- Coordinates with community organizations, regional agencies, businesses, and non-profit organizations as needed in the development of programs, initiatives, and events.
- Research and analyzes industry best practices and evaluates trends to support the organization's success in implementing its economic development goals.
- Attend and support TEDC events as appropriate, including setting up and cleaning up as needed.

Administrative and Accounting, approx. 30%

- Assists with the preparation of formal and technical reports, working papers, presentations, and correspondence, including board packages, annual retreat materials, and events throughout the year.
- Assist executive director in tracking, organizing, and executing real estate transactions.
- Assist in preparing annual budget and projects future costs and allocations.
- Perform daily book-keeping activities as needed and as directed by leadership team.
- Cover the front desk and incoming phone calls as needed.

Marketing, approx. 20%

- Assist in the development and maintenance of the organization's website.
- Work with outside PR and marketing resources to develop and produce communications, information pamphlets, and event promotional materials as needed.
- Work collaboratively with leadership and staff to develop and produce marketing flyers and event gifts as needed.
- Develop and manage the organization's social media presence.

KNOWLEDGE AND SKILLS

- Good project management skills with attention to timing, budget, details, and a focus on deliverables and accuracy.
- Strong interpersonal skills, applied to work effectively with all internal and external stakeholders including staff, contractors, business leaders, elected officials, and members of the public.
- Excellent written and verbal communication skills, including the ability to make public presentations, produce marketing materials, reports, memoranda and other written communications.
- Knowledge of principles and practices of economic and community development and redevelopment, with an active interest in continuously improving this knowledge and understanding new trends.
- Experience with digital marketing and promotion.
- Demonstrated integrity and professionalism needed to maintain absolute confidentiality of work-related issues, customer records and restricted City information.
- Ability to follow sometimes complex and ambiguous directions and complete them successfully, utilizing available resources.
- Ability to work independently on routine and simple tasks.

DISTINGUISHING CHARACTERITICS

Highly organized and professional, with excellent written and oral communication skills. People oriented possessing the ability to relate to, and work effectively with, a variety of stakeholders. Has the

ability to maintain cool and stay on task during highly active multi-party events and gatherings. A Community-centric team player who champions workplace values of integrity and fairness.

QUALIFICATIONS

- Bachelor's degree in community development, business, marketing, communication, journalism, public administration or a related field.
- Ability to multitask, think critically and innovatively, network well, build partnerships, and be highly flexible are essential.
- 2 years of successful work directly related to economic development, city planning, or public administration.
- Proficiency working with Microsoft Office applications
- Working knowledge of social media.
- Valid Class C Texas motor vehicle operator's license.
- U.S. Citizen or valid work permit

ADMINISTRATIVE ASSISTANT

JOB DEFINITION

The Administrative Assistant performs a wide variety of clerical and administrative support functions for the Tomball Economic Development Corporation. He or she provides information and assistance to the public regarding TEDC programs, events, and staff availability as directed.

REPORTING

The Administrative Assistant reports to the Executive Director and supports the work of the Assistant Director and the Grants Coordinator as required or directed. When the Executive Director is absent, the Administrative Assistant reports to the Assistant Director.

ESSENTIAL FUNCTIONS

Essential functions, as defined under the Americans with Disabilities Act, may include any of the following representative duties, knowledge, and skills. Factors such as regular attendance at the job are not routinely listed in job descriptions but are an essential function. Essential duties and responsibilities may include, but are not limited to, the following:

- Performs basic clerical and administrative duties, including data entry, record keeping, basic accounting, preparing, and processing documents and maintaining files.
- Greets clients and guests by phone and in person in a professional, courteous manner; ensures that guests are provided with accurate information and/or are directed to the appropriately; receives and responds to questions and requests for information from the general public within the scope of authority;
- Coordinates and maintains schedule for TEDC staff including, but not limited to, arranging meetings, appointments, and conference calls, reserving meeting rooms, and making travel arrangements.
- Assists customers with applications, forms and other documents as instructed by TEDC leadership.
- Attends staff, board, and committee meetings as required.

- Coordinates and prepares agendas, minutes, and reports; maintains all pertinent records; and prepares correspondence, memoranda, and other essential documents.
- Updates TEDC website and social media on a regular basis.
- Compiles data for reports.
- Monitors compliance with agreements as directed.

KNOWLEDGE AND SKILLS

- Good writing skills with the ability to draft business email and other communications that are professional and with correct spelling and grammar.
- Knowledge of basic principles and procedures of record keeping.
- Ability to follow directions accurately and complete the tasks assigned independently and efficiently, asking for input only as needed to clarify instructions.
- Strong interpersonal skills applied to work effectively with all internal and external stakeholders including staff, contractors, business leaders, elected officials, and members of the public.
- Possess the adaptability and flexibility to adjust to the fluctuations in the schedules of the leadership team and effectively communicate calendar and meeting changes to all parties affected.
- Excellent organizational skills in all aspect of the work including maintaining calendars, tracking RSVP's for events, phone responses, meeting schedules, incoming phone calls, filing and tracking documents.
- Good customer service skills, including handling incoming phone calls and TEDC visitors in a friendly, courteous and professional manner.
- Demonstrated integrity and professionalism needed to maintain absolute confidentiality of work-related issues, customer records and restricted City information.
- Interest and ability to become knowledgeable about TEDC's programs and its stakeholders.
- Ability to work collaboratively with colleagues and outside stakeholders.
- Assist colleagues with preparations of events as well as during events including preparing swag bags, decorating, clean ups, managing registration tables, sending follow up communications, and other tasks as directed.

DISTINGUISHING CHARACTERITICS

- Highly customer oriented and efficient, with good written and oral communication skills. Good people skills, possessing the ability to relate to, and work effectively with, a variety of stakeholders. Has the ability to maintain cool and stay on task in a highly dynamic environment. A Community-centric team player who champions workplace values of integrity and fairness.

QUALIFICATIONS:

- High School Diploma or GED equivalent is required
- Two years of clerical experience or equivalent combination of education and experience.
- Proficiency working with Microsoft Office applications.
- Familiarity with social media.
- Valid Class C Texas Driver's License.
- U.S. Citizen or valid work permit

SECTION 2 – STANDARD OPERATING PROCEDURES

ABBREVIATIONS THROUGHOUT THIS SECTION

AD = Assistant Director
Admin = Administrative Assistant
ED = Executive Director
GC = Grant Coordinator

BOARD OF DIRECTORS MEETINGS

INTRODUCTION

Board meetings are one of the most complex processes that the TEDC staff must undertake regularly. It is complex because of the large and diverse number of stakeholders and documents that must be aligned and brought together, within short and very specific timeframes.

While some of the processes may be concurrent and overlap we are presenting them in a linear manner for clarity.

Step 1 – Define Agenda

At least one month prior to a meeting, ED and AD define agenda items by evaluating readiness of grant applications and TEDC initiatives for inclusion.

Step 2 – Confirm Board of Directors and presenters' attendance

- At least one month prior to meeting, Admin and/or GC contact board members to confirm attendance. He or she must ensure there is a quorum at the meeting to vote and make decisions on relevant agenda items
- Admin and/or GC coordinate with presenters to ensure they come to meeting

Step 3 – Prepare Meeting Room

At least one month prior to meeting, Admin and/or GC must

- reserve the room
- contact IT to ensure Audio Visual will be ready

Step 4 – Make Grant Applications Ready For Presentation and Board of Directors Approval

- Staff works together to Prepare Data Sheets
- ED updates Project Grants worksheet
- AD and ED prepare impact Analysis and Report
- Staff works together to review financials

Step 5 – Prepare Other Agenda Items For Meeting

Admin and/or GC complete the following tasks at the latest XX days before the meeting:

- Drafts Agenda based on ED and AD input, as well as review of prior year agenda to identify recurring items for inclusion.

- Compile presentations and relevant research and analysis for inclusion in meeting packages.
- Reach out to engineer and consultant for updates relevant to agenda items, and modify these items as needed based on supervisor input.
- Upload Muni agenda items
- Draft talking points and deliver to ED.

Step 6 – Publish Meeting Related Notices

Within XX days of meeting, Admin and/or GC must

- post the agenda at City Hall and on TEDC's Website, and
- Post public notices for public hearings on projects

Step 6 – Produce and Deliver Meeting Packet

Admin and/or GC must have completed the following tasks:

- Print needed copies of all material for inclusion in board and staff binders – this includes signature pages where relevant.
- Assemble the binders
- XX days before the meeting, Email agenda packet out to board, ex-officio, and clients.

Step 7 – Manage Meeting

- XX days before the meeting Admin and/or GC ensure ED has talking points and necessary materials to lead the meeting
- Admin and/or GC Ensure snacks and beverages are available at meeting.
- ED and AD present agenda items as appropriate.
- AD records the meeting.

Step 8 – Administer Meeting Follow-up

Admin and/or GC must perform the following tasks:

- Prepare minutes and submit to ED for approval within XX days after meeting.
- Post on website once approved.
- Upload audio recording.
- Follow up with clients as needed
- Keep track of 60-day requirement for grants and client follow-up

EVENT PLANNING

INTRODUCTION

TEDC holds multiple events throughout the year, most of which are geared toward the Retention and Expansion function of the organization. Events are driven by the AD. While the range of events varies from lunches to job fairs and conferences, the process to bring them about is consistent, with the majority of the steps repeated for each event. It is expected that a new employee will learn about the variation in steps for each type of event as they gain more experience in their position.

While some of the processes may be concurrent and overlap we are presenting them in a linear manner for clarity.

Step 1 – Define the Event Topic

The AD and ED work together to define the event theme or topic as well as the agenda.

Step 2 – Define Event Structure

At least XX weeks before the event, the AD defines the event parameters and gives it shape by making the following decisions:

- Define a budget, in line with TEDC's available resources and plans
- Set event date, in coordination with decision makers of parties involved
- Identify featured Speaker (s) in line with event topic
- Identify a venue
- Select a caterer
- Select other vendors if any are involved
- Identify sponsors and partners

The Admin and or GC assist as follows:

- Decides on decorations
- Selects swag items in line with topic and sponsors
- Plans seating

Step 3 – Secure Event Components

In a team effort, the work to secure the schedule and/or reserve the different components is divided among several staff members. Arrangements must be finalized at least XX weeks before the event date.

The AD leads and executes the following activities:

- Coordinate with sponsors and partners
- Negotiate contracts and manage relationship with external parties.
- Contact and schedule the speaker (s)
- Book the venue

The Admin and/or GC is tasks with securing the remaining components

- Order catering
- Order decorations
- Obtain swag supplies – purchasing as needed and collecting it from sponsors
- Order rental supplies such as audio-visual, if relevant.

Step 4 – Prepare Event Marketing

The Admin and/or GC perform the following activities

- Work with an outsourced marketing company to design the marketing material, including flyers. Digital material must finalized XX weeks before the event, Printed material XX weeks before event.
- Create and manage the event database to be used for email blasts

Step 5 – Promote Event

The Admin and/or GC perform the following activities:

- Post on Social Media, at least XX weeks before event with updates as appropriate.
- Design and send email blasts, at intervals starting at least XX weeks before event
- Create and send invitations, at least XX weeks before event

Step 6 – Manage Ongoing Communications With Participants

The Admin and/or GC perform the following activities:

- Manage RSVP's and update database, catering needs, and seating accordingly
- Follow up with vendors and confirm details

Step 7 – Manage Event Venue Set-Up

The Admin and/or GC perform the following activities:

- Liaise with venue manager to decide best day/time to set up
- Assemble swag and set up at venue
- Create welcome and directional signage and place at venue
- Decorate venue
- Prepare seating
- Create and print agenda and guest packets as appropriate

Step 8 – Manage Day of Event

The Admin and/or GC perform the following activities:

- Manage the reception table
- Assist with audio-visual as needed
- Clean up after event – remove decorations, left over swag, packets, etc.
- Manage vendors and assist as needed for set up and exit
- Liaise with venue manager

Step 9 – Administer Event Budget

The Admin and/or GC perform the following activities:

- Manage billing and payables
- Perform bookkeeping activities as needed

GRANTS

TEDC offers several types of economic incentives in the form of grants. These are outlined in Appendix A, TEDC Financial Incentives document. While each grant type differs in their purpose and size of incentives, there is a consistent and standard process to take candidates applying for a grant from the initial conversation to approval. Where there are variations, it is expected that the new employee will learn how to navigate the differences among grants with experience.

While some of the processes may be concurrent and overlap we are presenting them in a linear manner for clarity.

Step 1 – Meet with Business for Pre-Application Meeting

After a business contacts the TEDC, the AD, ED, and/or GC meet with business principals for a pre-application meeting to determine if a project qualifies, or potentially which grant makes the most sense.

Step 2 – Support Application Submittal

TEDC staff direct the applicant to the correct application form and works to answer the business's questions as they complete the application and collect the required supporting documents.

This process can take several weeks to several months depending on the type of grant and the business's ability to provide the required information.

The Application form for each type of grant outlines all of the application requirements. As a reference several application forms are attached in Appendix B.

Step 3 – Conduct Tier 1 Review

Once the application is complete, TEDC staff reviews the application and performs a cost-benefit analysis to determine the level of assistance.

Depending on which grant is being considered, ED, AD, and/or GC meet with the client to discuss the incentive amount, make adjustment to the application if needed, and propose a date for submission to the Board for approval.

Step 3.a – Approval Decision Tier 1 Review - For certain grants, as with the FIG program, the approval is decided at the tier 1 review by a TEDC committee.

Step 3.b. – Approval Notification - For these types of grants the grantee will be notified in writing of the decision of approval or non-approval within 10 days of the decision.

Step 4 – Conduct Tier 2 Review and Approval

AD or the management team makes the decision to place the grant request on the Board of Directors meeting agenda for review and consideration. The process to prepare the grant for inclusion in these meetings is further detailed in the Board of Directors Meetings SOP

The Board of Directors conducts a review of the application during the meeting, including asking questions to the applicant, and makes a decision.

Step 5 – Follow up with Grant Recipients

TEDC staff follows up with Grant Recipients within 60 days of decision.

Step 6 – Disburse Grant Funds

Upon receipt of a grantee's letter requesting the funds, TEDC management reviews the grantee's completion of the conditions required to receive the grant. Each type of grant has different requirements. These are outlined in Appendix A and Appendix B.

If conditions are met, Funds are awarded within thirty (30) days of receipt of this letter.

APPENDIX A – TEDC FINANCIAL INCENTIVES

This will be inserted in final version

APPENDIX B – APPLICATION FORMS

These will be inserted in final version.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: July 21, 2025

Topic:

Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

- Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney's duty requires to be discussed in closed session
- Sec. 551.072 – Deliberations regarding Real Property

Background:

Origination: David Esquivel, City Manager

Recommendation:

Party(ies) responsible for placing this item on agenda: David Esquivel, City Manager

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: Shannon Bennett 7/17/25 **Approved by:** _____
Staff Member Date City Manager Date