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**MIDTOWN REDEVELOPMENT AUTHORITY/
TIRZ#2
BOARD OF DIRECTORS MEETING
NOVEMBER 30, 2023**



**MIDTOWN REDEVELOPMENT AUTHORITY
and
REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS
(ALSO KNOWN AS THE MIDTOWN REINVESTMENT ZONE)**

**TO: THE BOARD OF DIRECTORS OF THE MIDTOWN REDEVELOPMENT AUTHORITY
AND THE MIDTOWN REINVESTMENT ZONE AND TO ALL OTHER INTERESTED
PERSONS:**

Notice is hereby given that the Board of Directors of the Midtown Redevelopment Authority (the "Authority") will hold a joint regular meeting, open to the public, with the Board of Directors of the Midtown Reinvestment Zone on **Thursday, November 30, 2023, at 12:00 p.m.** at **410 Pierce Street, 1st Floor Conference Room (enter at the Pierce St. and Brazos St. door) Houston, Texas 77002**. The meeting location will be open to the public during open portions of the meeting. The public will be permitted to offer comments as provided on the agenda and as permitted by the presiding officer during the meeting.

The Board of Directors of each of the Authority and the Midtown Reinvestment Zone will (i) consider, present and discuss orders, resolutions or motions; (ii) adopt, approve and ratify such orders, resolutions or motions; and (iii) take other actions as may be necessary, convenient or desirable, with respect to the following matters:

AGENDA

1. Call to Order and Introduction of Guests
2. Public Comment
3. Agenda for the Midtown Reinvestment Zone:
 - a. Minutes for October 26, 2023
4. Consent Agenda for the Authority:
 - a. Minutes for October 26, 2023
 - b. Monthly financial reports for October 2023
 - c. Annual renewal of Professional Services Agreement with IDS Engineering Group
 - d. Annual renewal of Professional Services Agreement with Lionheart Places
 - e. Ratification and acknowledgment of an Option Agreement with William A. Lawson Institute for Peace and Prosperity, Inc.

5. Investment Report for Quarter Ending September 30, 2023
6. Midtown Affordable Housing Program:
 - a. Affordable Housing Operations Campus
 - i. Change Orders
 - b. Affordable Housing Report
 - c. Recommendation to move forward with negotiations of agreements to award and convey vacant lots to three (3) not-for-profit and three (3) for-profit developers for development of a total of approximately 48 single-family affordable homes
7. Midtown Capital Improvements Program:
 - a. Caroline Street Reconstruction
 - i. Change Orders
 - b. Brazos Street Bridge Landscape Improvements
 - c. Sidewalk Assessment
8. Personnel Matters
9. With respect to the foregoing agenda items, the Authority may conduct an executive session with regards to the following, as appropriate and necessary:
 - a. Consultation with attorney (Section 551.071, Texas Government Code);
 - b. The purchase, exchange, lease or value of real property (Section 551.072, Texas Government Code);
 - c. Personnel matters (Section 551.074, Texas Government Code);
 - d. Security personnel or devices (Section 551.076, Texas Government Code); and
 - e. Economic development negotiations (Sections 551.087, Texas Government Code).

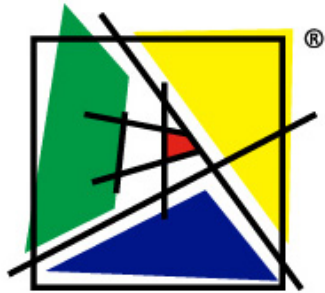
Upon entering into the executive session, the presiding officer shall announce which agenda items will be discussed.

10. Adjourn



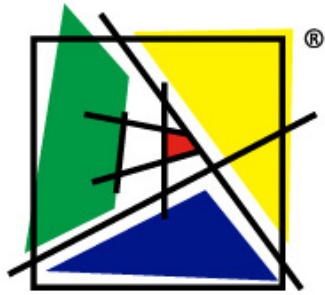
Matt Thibodeaux

Executive Director MT/ks



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CONSENT AGENDA



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ZONE MINUTES

**MINUTES OF THE BOARD OF DIRECTORS OF
REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS**

October 26, 2023

A regular meeting of the Board of Directors (the "Board") of Reinvestment Zone Number Two, City of Houston, Texas, was held in person at 410 Pierce Street, First Floor Conference Room, Houston, Texas 77002, on Thursday, October 26, 2023, at 12:30 p.m. The meeting was open to the public. The roll was called of the duly appointed members of the Board, to-wit:

<u>Pos. #</u>	<u>Name</u>	<u>Pos. #</u>	<u>Name</u>
1	Camille Foster	6	Abe Goren
2	Terence Fontaine	7	Deanea LaFlore
3	Michael Lewis	8	John Thomas
4	Michael F. Murphy	9	Zoe Middleton
5	Al Odom		

and all the above were present except Directors Middleton, Foster and Thomas.

In attendance were Authority staff members: Matt Thibodeaux, Kandi Schramm, Marlon Marshall, Vernon Williams, David Thomas, Sally Adame, Amaris Salinas, Kayler Williams, Jaime Giraldo, Willie Larry and Jalisa Hurst; Peggy Foreman of Burney & Foreman; Jeff Vaden and Mary Buzak of Bracewell LLP; Melissa Morton of The Morton Accounting Services; Carol Harrison of IDS Engineering; Algenita Davis and Bob Bradford of CCPPI; Roberta Burroughs of Roberta F. Burroughs & Associates; Jennifer Curley of City of Houston; Jeri Brooks of One World Strategy Group; Alex Ramirez of Design Workshop; Jennifer Gribble of South Main Baptist Church; Elena Bruess, Douglas Sweet and Matt Sledge of Houston Landing; Kimberly Phipps Nichol of Bluewater Studio; Glen Crawford of Aurora Tech Services; and Midtown residents, Scott Harbors and David Edwards.

Chair Odom called the meeting to order.

MINUTES FOR SEPTEMBER 28, 2023

Director Goren made a motion to approve the minutes of September 28, 2023. The motion was seconded by Director Fontaine and carried by unanimous vote.

EXECUTIVE SESSION

The Board did not enter a closed executive session.

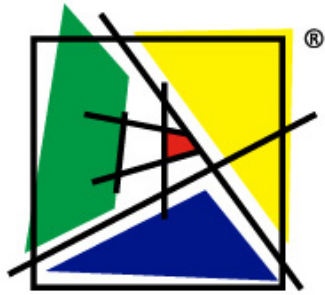
ADJOURN

There being no further business to come before the Board, the meeting was adjourned.

Camille Foster, Asst. Secretary

Date

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AUTHORITY MINUTES

**MINUTES OF THE BOARD OF DIRECTORS OF
THE MIDTOWN REDEVELOPMENT AUTHORITY**

October 26, 2023

A regular meeting of the Board of Directors (the "Board") of the Midtown Redevelopment Authority (the "Authority") was held at 410 Pierce Street, First Floor Conference Room, Houston, Texas 77002, on Thursday, October 26, 2023, at 12:30 p.m. The meeting was open to the public. The roll was called of the duly appointed members of the Board, to-wit:

<u>Pos. #</u>	<u>Name</u>	<u>Pos. #</u>	<u>Name</u>
1	Camille Foster	6	Abe Goren
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In attendance were Authority staff members: Matt Thibodeaux, Kandi Schramm, Marlon Marshall, Vernon Williams, David Thomas, Sally Adame, Amaris Salinas, Kayler Williams, Jaime Giraldo, Willie Larry and Jalisa Hurst; Peggy Foreman of Burney & Foreman; Jeff Vaden and Mary Buzak of Bracewell LLP; Melissa Morton of The Morton Accounting Services; Carol Harrison of IDS Engineering; Algenita Davis and Bob Bradford of CCPPI; Roberta Burroughs of Roberta F. Burroughs & Associates; Jennifer Curley of City of Houston; Jeri Brooks of One World Strategy Group; Alex Ramirez of Design Workshop; Jennifer Gribble of South Main Baptist Church; Elena Bruess, Douglas Sweet and Matt Sledge of Houston Landing; Kimberly Phipps Nichol of Bluewater Studio; Glen Crawford of Aurora Tech Services; and Midtown residents, Scott Harbors and David Edwards.

Chair Odom called the meeting to order.

PUBLIC COMMENTS

No public comments were presented at this meeting.

CONSENT AGENDA FOR THE AUTHORITY

MINUTES FOR SEPTEMBER 28, 2023.
MONTHLY FINANCIAL REPORTS FOR SEPTEMBER 2023.
RATIFICATION AND ACKNOWLEDGMENT OF SALE OF PROPERTY LOCATED AT
2314 ALABAMA STREET.

Matt Thibodeaux, Executive Director, presented the Consent Agenda. Director Goren made a motion to approve the Consent Agenda as presented. The motion was seconded by Director Middleton and carried by unanimous vote.

AFFORDABLE HOUSING OPERATIONS CAMPUS

AFFORDABLE HOUSING OPERATIONS CAMPUS.

CHANGE ORDERS.

Marlon Marshall, Sr. Director of Engineering & Strategic Development, reported that there were no change orders for the Affordable Housing Operations Campus.

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HOUSTON, TEXAS AND MIDTOWN REDEVELOPMENT AUTHORITY RELATING TO HOMEBUYER ASSISTANCE FOR SINGLE-FAMILY FOR-SALE AFFORDABLE HOUSING.

Peggy Foreman of Burney and Foreman reported that the Authority's attorneys have worked with City of Houston (the "City") staff on a memorandum of understanding ("MOU") relating to the 46 single-family homes scattered site program in 3rd Ward. Under the terms of the proposed MOU, the City will provide \$50,000.00 in down payment assistance directly to qualified homebuyers to assist with the purchase of these single-family affordable housing units. Homebuyers must apply with the City and provide supporting documentation to the City to evidence their eligibility for these funds. Ms. Foreman pointed out that the MOU between the Authority and the City is substantially complete, and that a copy was included in the Board Information Packet. Following all discussion, Director Goren made a motion to approve the Memorandum of Understanding Between the City of Houston, Texas and Midtown Redevelopment Authority Relating to Homebuyer Assistance for Single-Family For-Sale Affordable Housing. The motion was seconded by Director Middleton and carried by unanimous vote.

OPTION AGREEMENT FOR CONVEYANCE OF ONE (1) PARCEL OF LAND TO REWARD THIRD WARD CDC AND LOOPSTON LEGACY LLC, JOINT VENTURE PARTNERS FOR DEVELOPMENT OF A MULTI-FAMILY HOUSING PROJECT.

Algenita Davis with CCPPI provided information regarding the project proposed by Reward Third Ward CDC and Loopston Legacy, LLC, Joint Venture Partners for Development of a Multi-Family Housing Project in 3rd Ward. She stated that the group was requesting one tract of land consisting of approximately 15,000 square feet and that a approximately 24 affordable housing rental units would be included in the multi-family project.

Following all questions, Director Goren made a motion to approve moving forward with an Option Agreement for Conveyance of One (1) Parcel of Land to Reward Third Ward CDC and Loopston Legacy, LLC, Joint Venture Partners for Development of a Multi-Family Housing Project. The motion was seconded by Director Middleton and carried unanimously.

AFFORDABLE HOUSING REPORT.

Ms. Davis advised the Board that New Hope Housing, Inc. had a formal ground-breaking event for their new low income multi-family housing project in 3rd Ward. She reminded the Board that the Authority participated by making a land grant for this project.

She also provided information regarding the work being done on the MOU with the City staff. She stated that the City will participate for a total of \$2,300,000.00 ("Program Limit") for the Program, which will be available for up to twenty-four (24) months ("Termination Date") after the transfer of a particular developer tract in the Program to a developer.

MIDTOWN CAPITAL IMPROVEMENTS PROGRAM

CAROLINE STREET RECONSTRUCTION – ESPA CORP/KCI

Mr. Marshall reported the design team is working to complete the drawings of pilot areas identified to implement proposed corrections to punch list items not addressed by the TxDOT contractor.

CHANGE ORDERS

Mr. Marshall reported that Change Order #71 in the amount of \$2,821.44 is for irrigation repairs due to third-party contractors' damages. Director Murphy made a motion to approve Change Order #71 in the amount of \$2,821.44 for irrigation repairs due to third-party contractors' damages. The motion was seconded by Director Goren and carried by unanimous vote.

Mr. Marshall reported that Change Order #72 in the amount of \$(-3,331.09) for the removal of an old wooden fence was credited to the contract since the installation work for a new fence was not performed by the contractor. Director Murphy made a motion to approve Change Order #72 in the amount of \$(-3,331.09) for the removal of an old wooden fence. The motion was seconded by Director Fontaine and carried by unanimous vote.

NORTH HOUSTON HIGHWAY IMPROVEMENT PROJECT (NHHIP) - CAROLINE/WHEELER DECK PARK

Mr. Marshall reported that Authority is letting the City that the lead role in negotiations with TxDOT. He reported that there may be some delay in the project due to a new administration coming in January 2024. The City will be working directly with TxDOT, however at this point TxDOT continues to ask for a commitment by December 2023.

INTERLOCAL AGREEMENT WITH CITY OF HOUSTON TO INCLUDE ADDITIONAL MIDTOWN IMPROVEMENTS ON CITY'S 72-INCH WATERLINE PROJECT ALONG TUAM, FANNIN AND HOLMAN STREET (WBS No. S-000900-0134-3)

Mr. Marshall reported that in January 2022, the Board approved the Interlocal Agreement with the City to include Midtown requested improvements on City's 72-inch waterline project along Tuam, Fannin, and Holman Streets. He reported that the City now requires approval of a change order in the amount of \$716,655.61 for the requested bicycle and pedestrian improvements prior to the contractor starting the work on the revisions. The bicycle and pedestrian improvements will be part of the implemented Houston Bike Plan recommendations along Tuam Streets including striped bike lanes between Main Street

and Caroline Street and neighborhood bikeway treatments east of Austin Street to Hamilton Street. Also included are design modifications to intersections with addition of curb extensions to shorten crossing distance to improve pedestrian safety. It is anticipated that there will be an agreement with Harris County Precinct One to provide partial funding in the amount of \$224,000.00 for construction of pedestrian and bicycle related revisions. The City will release the project once the MRA has approved this Change Order. Director Goren made a motion to approve Interlocal Agreement with City of Houston to Include Additional Midtown Improvements on City's 72-Inch Waterline Project Along Tuam, Fannin and Holman Street (WBS No. S-000900-0134-3). The motion was seconded by Director Fontaine and carried by unanimous vote.

CITY OF HOUSTON TIRZ PROGRAM UPDATE.

Mr. Marshall reported on the City's TIRZ Program, noting that this new program will assist the City in administering the TIRZs. He noted the program will have an annual assessment of debt issuance, life extension, boundaries enlargements, capital improvement programs, and budget items. Jennifer Curley with the City noted that Mr. Marshall meets with Houston Public Works for reviews of projects to ensure that the projects are consistent with City policy.

MIDTOWN PERSONNEL POLICIES AND RELATED MATTERS.

No action was taken on this matter at this time.

EXECUTIVE SESSION

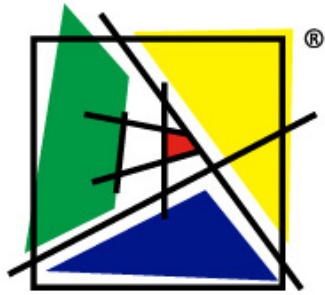
The Board entered a closed executive session for this meeting at 1:30 p.m. to consult with its attorney pursuant to Section 551.071, Texas Government Code. The Board returned to open session at 2:23 p.m. No action was taken upon entering the open session.

ADJOURN

There being no further business to come before the Board, the meeting was adjourned.

Camille Foster, Assistant. Secretary

Date



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FINANCIALS

Midtown Redevelopment Authority

Profit & Loss

July through October 2023

	<u>Jul - Oct 23</u>
Ordinary Income/Expense	
Income	
400000 · Revenue & Support	
400009 · City of Houston Tax Increment	693,799.66
400025 · Interest-Debt Service & Reserve	128,821.42
400026 · Interest-Other Bond Funds	62.83
400029 · Interest - Affordable Housing	55,956.47
400030 · Interest-Operating Funds	299,428.73
400031 · Interest Income	32,283.37
400040 · 3131 EMANCIPATION	104,461.18
400041 · Affordable Housing Apts Units	32,032.04
400042 · 402 & 410 Tenant Inome	62,729.75
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Total 400000 · Revenue & Support	1,409,575.45
40010 · Other Revenue	1.00
400441 · Bagby Park Kiosk Lease	14,400.00
	<hr/>
Total Income	1,423,976.45
Gross Profit	1,423,976.45
Expense	
500000 · BOND FUND EXPENSES	
500415 · T-0225 Mobility	17,049.00
500419 · Camden Int.	247,711.94
504000 · Projects & Expenses	
500015 · T-0222 Street Rehab	190.00
500021 · T-0203 Entry Portals	9,508.48
500043 · T-0212 Gray St Enchaned Pathway	26,032.50
500412 · T-0239 Brazos St Recon	119,881.63
	<hr/>
Total 504000 · Projects & Expenses	155,612.61
Total 500000 · BOND FUND EXPENSES	420,373.55
510000 · INCREMENT PROJECTS/EXPENSE	
510008 · T-0220 Afford Housing Land Bnk	
510013 · T-0220 Affordable Housing Legal	42,584.75
510017 · T-0220 Drainage Fees	6,688.22
512001 · T-0220 Aff Hous Expense	843,270.40
512002 · Interest Expense	188,553.57
512003 · Operations Center	
5120037 · Tenant Improvements	359,076.08
512003 · Operations Center - Other	431,635.89
	<hr/>
Total 512003 · Operations Center	790,711.97
Total 510008 · T-0220 Afford Housing Land Bnk	1,871,808.91
510019 · T-0214 Caroline St	7,482.06
510024 · T-0204 Infrastruc/Street Lights	531.60
510040 · Developer Reimbursement	1,289,375.00
510041 · CIP Program Expenses	
510094 · Midtown CIP TM	23,886.25
510041 · CIP Program Expenses - Other	2,000.00
	<hr/>
Total 510041 · CIP Program Expenses	25,886.25

No assurance is provided on these financial statements

Midtown Redevelopment Authority

Profit & Loss

July through October 2023

	Jul - Oct 23
510043 · T-0234 Parks & Open Space & Mob	21,599.89
510044 · T-0236 Bagby Park	455.00
510045 · T-0224 HTC I - Bldg Maintenance	66,781.19
510046 · T-0221 Midtown Pk	36,929.34
510053 · T-0233 Midtown Garage	10,971.86
510096 · T-0207 Opr of Zone Prj Faciliti	196,158.97
510102 · HMAAC Interest Expense	8,366.91
510400 · Kiosk at Bagby Park	13,600.00
510534 · T-0225 Mobility & Pedest Imprv	86,035.20
510700 · Municipal Services Costs	776,632.00
Total 510000 · INCREMENT PROJECTS/EXPENSE	4,412,614.18
550000 · General & Admin. Expense	
550002 · Contract Labor	15,023.40
550003 · Rent Expense	3,600.00
550004 · Salaries	16,869.45
550007 · Courier Service	-503.40
550008 · Office Supply & Expense	-3,544.10
550009 · Misc Exp	100,000.00
550010 · Telephone & Utilities	2,941.66
550012 · Postage	502.50
550022 · Bank Charges & Fees	12,887.22
550023 · Trust Expenses	8,633.00
550025 · Professional Services	68,434.42
550026 · Accounting Consultants	73,872.48
550027 · Financial Audit	71,479.00
550028 · Legal Consultants	51,729.37
550030 · Planning Consultants	72,186.70
550031 · HTC Bldg Maintenance	11,544.46
550033 · Professional Fees/Other Consult	9,360.00
550034 · Equip Rent & Lease Expense	-4,015.69
550037 · Workman's Comp Insurance	1,454.80
550039 · Computers & Repairs & Maint	-1,651.62
550040 · Repair & Maintenance	4,568.34
550045 · Payroll Fees	7,400.73
550046 · Reimb. Employee Office Exp.	541.20
550058 · Travel	921.99
Total 550000 · General & Admin. Expense	524,235.91
Total Expense	5,357,223.64
Net Ordinary Income	-3,933,247.19
Net Income	-3,933,247.19

Midtown Redevelopment Authority

Balance Sheet

As of October 31, 2023

	<u>Oct 31, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
101001 · Wells Fargo Ope Acctg 64040	374,604.12
101002 · Infrastructure Projects 1731	872,094.58
101010 · WF Surplus Acct 63943	2,615,624.63
101020 · WF FTA Enhanced Path 63919	60.87
101030 · Wells Fargo 1094	347,800.74
102200 · Logic Operating Account	17,656,980.69
103200 · TexStar Operating Acct 1111	7,353.22
103600 · Wells Fargo Oper Inves 63901	302.54
103700 · WF Operating Saving 3215777180	45,410.82
Affordable Housing Accounts	
104000 · Affordable Housing Accounts	
104021 · WF Afford Hous 3927	8,645,379.78
104022 · WF Pilot Program 3935	348.74
104116 · TexStar Aff. Hsng MM 1800	2,130.80
104200 · Logic Affordable Housing	2,256,667.76
1043000 · PNC BBVA USA	728,770.78
1044000 · Wells Fargo NAI - 2259	31,221.98
Total 104000 · Affordable Housing Accounts	11,664,519.84
Trustee Investments	
105000 · Trustee Investments	
105001 · Pledge Revenue Fund 422885	2,351,879.61
105002 · Debt Service Fund	7,145,815.80
105003 · Reserve Fund 422897	7,639,480.33
105009 · Austin Park Maint. Fund 422919	3,740.58
107000 · BOND FUNDS	4,643.44
Total 105000 · Trustee Investments	17,145,559.76
Total Checking/Savings	50,730,311.81
Accounts Receivable	
130100 · Tax Increments Receivable	-4,328,872.33
170000 · Accounts Receivable	476,288.98
Total Accounts Receivable	-3,852,583.35
Other Current Assets	
	-357,457.67
Total Current Assets	46,520,270.79
Fixed Assets	
150000 · Fixed Assets	
150010 · Office Furniture & Equipment	68,129.62
150011 · Accumulated Depreciation-Furn.	-28,644.36
150012 · 3300 Main st	5,000.00
150020 · Computer Equipment	32,057.11
150021 · Accumulated Depreciation-Comp.	-32,057.11
150040 · Land - JPI Park	736,911.00
150045 · Walgreens/Lui Park Land	141,000.00
150062 · Land - Houston Tech.Center I	798,053.89
150063 · Houston Tech Center I	2,676,862.62
150064 · Accm Deprec-Houston Tech Cntr I	-2,676,862.62
150065 · Land - HTC Phase II	697,219.00
150066 · Houston Tech Center II	2,816,117.96
150067 · Accum.Deprec. HTC Phase I	-2,405,434.48

No assurance is provided no these financial statements

Midtown Redevelopment Authority

Balance Sheet

As of October 31, 2023

	Oct 31, 23
150069 · Land - Bagby Park	1,318,870.15
150070 · BagbyPark	2,453,218.83
150071 · Accum.Deprec. BagbyPark	-1,652,635.01
150075 · Midtown Park 2905 Travis St	3,506,306.26
150078 · Midtown Park Land-Tracts I & II	4,417,113.04
1500783 · Accum Deprec-Works of Art	-222,276.45
1500784 · Acc Depr Office Housng & Garage	-1,477,447.00
150078A · Midtown (Superblock) Garage	13,784.20
150078B · Midtown (Superblockj) Park	5,299,848.40
150078C · Midtown Garage - Depreciable As	
1500781 · Acc Depre - Midtown Garage	-2,541,538.60
150078C · Midtown Garage - Depreciable As - Other	23,104,895.00
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Total 150078C · Midtown Garage - Depreciable As	20,563,356.40
150078D · Midtown Park - Depreciable Asse	
1500782 · Acc Depre Mldtown Park	-3,606,748.80
150078D · Midtown Park - Depreciable Asse - Other	19,094,553.00
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Total 150078D · Midtown Park - Depreciable Asse	15,487,804.20
150078E · Land - Operations Center	1,999,033.00
150078F · Bagby Park	-174,965.00
150078H · Midtown Park - Depr Assc 2&3	5,506,202.00
150078I · Bagby Park - Depr Asset (2020)	1,049,784.00
150078J · Opration Center Dep Asset	29,095,076.00
150078K · Midtown Park -Placed in Service	-5,506,202.00
150079B · Works of Art - Donated	1,137,027.00
150080 · Land (Resale)	
150081 · Earnest Money	-49,744.89
150082 · Option Fees	8,170.00
150803 · Affordable Housing Legal	104,930.05
150804 · Affordable Housing Misc	753,699.46
150805 · AFFORD HOUS GRANTS	126,750.28
150080 · Land (Resale) - Other	35,810,752.46
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Total 150080 · Land (Resale)	36,754,557.36
150080A · Land Held for Resale	-4,665,454.77
150089 · Land HMAAC (Land)	1,206,150.00
150090 · HMAAC Property	918,850.00
150091 · Accum Depr HMAAC	-581,938.30
150100 · 2800 MAIN	317,069.93
150782A · Acc Depr Midtown Park Phase 2-3	-688,275.00
150000 · Fixed Assets - Other	-546,027.24
	<hr/>
Total 150000 · Fixed Assets	118,357,182.63
Total Fixed Assets	118,357,182.63
Other Assets	
180000 · Travel Advance	307.96
180500 · Leases	43,052.00
	<hr/>
Total Other Assets	43,359.96
TOTAL ASSETS	<hr/> <hr/> 164,920,813.38
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	412,943.59

No assurance is provided no these financial statements

Midtown Redevelopment Authority

Balance Sheet

As of October 31, 2023

	<u>Oct 31, 23</u>
Other Current Liabilities	
200001 · Current Liabilities	
200005 · Accrued Expenses	170,218.65
201000 · Operating Account Liabilities	-3,432.48
201001 · MIDCORP Kios	-35,226.98
201002 · Due to MPC	15,850.00
202000 · Project Fund Liabilities	18,578.35
2021061 · Due from FWRA for AFLAC	-258.08
2022100 · Security Deposit - Office Rent	5,878.89
204000 · HMAAC NOTE - CURRENT	599,540.01
200001 · Current Liabilities - Other	13,800.00
Total 200001 · Current Liabilities	<u>784,948.36</u>
200CRI · CRI	3,000,000.00
2030112 · BBVA Taxable Loan	1,884,867.96
2030113 · BBVA LOAN TAX EXEMPT	4,311,000.11
205000 · Current Loan Liabilities	522,730.00
2103007 · Developer Advances Midtown Park	2,088,685.76
25000 · Retainage Payable	48,877.32
Total Other Current Liabilities	<u>12,641,109.51</u>
Total Current Liabilities	13,054,053.10
Long Term Liabilities	
210000 · Long Term Liabilities	<u>77,933,820.10</u>
Total Long Term Liabilities	<u>77,933,820.10</u>
Total Liabilities	90,987,873.20
Equity	
1110 · Retained Earnings	77,866,187.37
Net Income	-3,933,247.19
Total Equity	<u>73,932,940.18</u>
TOTAL LIABILITIES & EQUITY	<u><u>164,920,813.38</u></u>

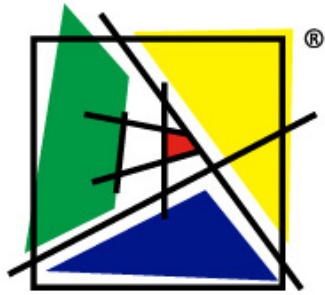
Midtown Redevelopment Authority
Wells Fargo Oper 64040 Disbursements

Date	Num	Name	Memo	Credit
101001 · Wells Fargo Ope Acctg 64040				
10/25/2023	ACH	AFLAC	OCT 2023	2,820.94
10/26/2023	10975	Wulfe & Co.	Consulting for Bagby Park and Midown Park - SEP	3,400.00
10/26/2023	10959	AAA Plumbers	Plumbing repairs - 9/29/23	1,772.26
10/26/2023	10960	J. Kru Land Services LLC	Damages at Caroline Street Lofts	500.00
10/26/2023	10961	NEVA Corporation		1,000.00
10/26/2023	10962	The Goodman Corporation		5,705.00
10/26/2023	10963	Angelika Northrup	Office Administration - October 16 - October 20, 2023	540.00
10/26/2023	10964	Flextg Financial Services	CANNON/IR-C57501	1,178.13
10/26/2023	10965	Goode Systems & Consulting Inc		3,633.00
10/26/2023	10966	Goode Technology Group	IT Services - On-Site Help	525.00
10/26/2023	10967	Lion Heart	Project 043-001 Midtown Work order 1 - 09.30.23	6,195.00
10/26/2023	10968	Medley	Monthly Retainers - September 2023	2,453.34
10/26/2023	10969	Melanie Rodriguez	Office Admin Support - October 16- October 20, 2023	300.00
10/26/2023	10970	SMC Landscape Services	Irrigation Repair at MD Office	950.00
10/26/2023	10971	Walter P. Moore		53,321.17
10/26/2023	10972	Design Workshop, Inc.		3,035.76
10/26/2023	10973	Gauge Engineering	Project 1251 Work Order No. 1	12,481.50
10/26/2023	10974	IDS Engineering Group	Professional Serv through September 25, 2023 Proj...	11,078.46
10/26/2023	ACH	G&A Partners	PR 10/27/23	76,447.80
10/27/2023		South Texas Surveying Associates	QuickBooks generated zero amount transaction for b...	
10/27/2023	10976	Carr Riggs & Ingram, LLC	FY23 Audit Final Billing	14,479.00
11/01/2023	10977	Angelika Northrup	Office Administration - October 23 - October 27, 2023	686.25
11/01/2023	10978	Carr Riggs & Ingram, LLC	Progress Billing for agreed-upon-procedures 06-30-2...	11,000.00
11/01/2023	10979	Equi-Tax, Inc.	MontlyConsultation Service fee per contract	500.00
11/01/2023	10980	Goode Systems & Consulting Inc		1,359.50
11/01/2023	10981	Holder's Pest Solutions		102.58
11/01/2023	10982	Melanie Rodriguez	Office Admin Support - October 23- October 26, 2023	300.00
11/01/2023	10983	Michelle Ashton	Communications Consultant - 10.14.23 - 10.27.23	30.00
11/01/2023	10984	Midtown Scouts Square Property. LP	Contract Parking Spaces - 12	900.00
11/01/2023	10985	One World Strategy Group, LLC		24,050.00
11/01/2023	10986	Purchase Power	Postage	201.00
11/01/2023	10987	Ready Refresh	OCT- Building Water Less sales tax	245.94
11/01/2023	10988	The Morton Accounting Services		25,492.36
11/07/2023	10991	LIMB Co.	Affordable Housing MIDH 001 23 Website Maintena...	420.00
11/07/2023	10990	Houston Public Works	Project # 14053798 - Courier Delivery	258.67
11/07/2023	10992	Angelika Northrup	Office Administration - October 30- November 03, 20...	675.00
11/07/2023	10993	KCI Technologies	Job No. 2321-001 (E71133207) Midtown CIP Caroli...	2,475.00
11/07/2023	10994	Lion Heart		7,229.13
11/07/2023	10995	Melanie Rodriguez	Office Admin Support - October 30- November 2, 2023	300.00
11/07/2023	10996	Staples Advantage	Office supplies	1,622.86
11/07/2023	10997	Vision	1000 Business Cards - Kayler Williams	295.00
11/07/2023	10998	Walter P. Moore		48,548.95
11/07/2023	10999	The Morton Accounting Services	October 2023 CPA Services	16,452.75
11/07/2023	11000	Comcast	410 SERVICE Ste #355 to Nov 29, 2023	879.03
11/15/2023	11001	Angelika Northrup	Office Administration - November 6- November 10, 2...	405.00
11/15/2023	11002	Bee-Line Delivery Service, Inc.	550008	51.88
11/15/2023	11003	Burney & Foreman		12,000.00
11/15/2023	11004	City of Houston - Mech. Section	Annual Boiler Fee Renewal Project # 44001519	116.30
11/15/2023	11005	Comcast Business	402 & 410 SERVICE ACCT# 708743225	1,495.65
11/15/2023	11006	Design Workshop, Inc.		4,534.00
11/15/2023	11007	Goode Systems & Consulting Inc		1,064.98
11/15/2023	11008	Goode Technology Group	IT Services - FWRA board meeting support 08.22.23	236.25
11/15/2023	11009	IDS Engineering Group	Professional Serv through October 25, 2023 Project...	18,807.60
11/15/2023	11010	Melanie Rodriguez	Office Admin Support - November 6- November 9, 2...	330.00
11/15/2023	11011	Michelle Ashton	Communications Consultant - 10.28.23 - 11.10.23	30.00
11/15/2023	11012	OJB	On Call Services - WO 1	540.00
11/15/2023	11013	THR Enterprises, Inc.	Cleaning Serices - October2023	1,680.00
11/15/2023	11014	NEVA Corporation		1,000.00
11/15/2023	11015	One World Strategy Group, LLC		16,550.00
11/15/2023	11016	Rollingstone Construction & Facilities	401 Gray Street	26,032.50
11/15/2023	11017	The Goodman Corporation		13,362.50
11/20/2023	ACH	Reliant Energy	410 PIERCE STREET - 75237956-0	2,201.31
11/20/2023	ACH	Reliant Energy	402 PIERCE ST - 75237953-7	4,163.40
Total 101001 · Wells Fargo Ope Acctg 64040				450,441.75
TOTAL				450,441.75

Midtown Redevelopment Authority
Wells Fargo Aff Housing Disbursements

October 25 - November 28, 2023

Type	Date	Num	Name	Memo	Credit
104000 · Affordable Housing Accounts					
104021 · WF Afford Hous 3927					
Bill Pmt -Check	10/26/2023	4170	American Fence Company, Inc.		1,418.35
Bill Pmt -Check	10/26/2023	4171	CCPPI	Midtown Affordable Housing Plan Grant Augu...	119,083.33
Bill Pmt -Check	10/26/2023	4172	D.E. Harvey Builders	One Emancipation L2 and L5 Pay App #8	78,760.64
Bill Pmt -Check	10/26/2023	4173	Kirksey Architecture, LLC		9,623.32
Bill Pmt -Check	10/26/2023	4174	Roberta F. Burroughs & Associates, ...	Project: Midtown Affordable Housing Plan - I...	8,000.00
Bill Pmt -Check	10/26/2023	4175	Kirksey Architecture, LLC	Check not cleared - voided, recut	4,412.66
Bill Pmt -Check	11/01/2023	4177	Four Eleven LLC	Landscape Services September2023	34,666.58
Bill Pmt -Check	11/01/2023	4178	TransTeQ	September Landscaping	40,275.09
Bill Pmt -Check	11/07/2023	4179	Martin Construction Management & D...	Professional Services from 09-26-23 thru 10-...	6,000.00
Bill Pmt -Check	11/15/2023	4180	American Fence Company, Inc.		1,482.00
Bill Pmt -Check	11/15/2023	4181	Burney & Foreman		18,000.00
Bill Pmt -Check	11/15/2023	4182	Vergel Gay & Associates	Project Mgt Sevices Emancipation Bld Tenan...	442.00
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	26.41
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	65.12
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	28.49
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	28.12
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	23.96
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	60.24
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	317.18
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	52.10
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	2.69
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	28.40
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	8.40
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	158.59
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	49.38
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	23.54
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	3.62
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	22.34
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	27.77
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	30.12
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	23.54
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	26.05
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	18.94
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	24.69
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	482.76
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	23.54
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	4.87
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	22.34
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	23.54
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	3.46
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	25.20
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	23.78
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	4.83
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	2.10
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	7.01
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	25.13
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	30.81
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	28.90
Bill Pmt -Check	11/22/2023	ACH	City of Houston - Water	155065	22.34
Total 104021 · WF Afford Hous 3927					323,944.27
Total 104000 · Affordable Housing Accounts					323,944.27
TOTAL					323,944.27



midtown
H O U S T O N

**Professional Services
Agreement with IDS
Engineering Group**

DRAFT

ATTACHMENT B

Form of Work Order

WORK ORDER NO. 01A

This Work Order No. 01A (this "Work Order") is issued subject to and is governed by that certain Professional Services Agreement between Midtown and Consultant dated as of Nov. 4, 2021 (the "PSA").

Work Order Date: November 30, 2023

Consultant: IDS Engineering Group

Type of Compensation: Cost Plus, Time & Materials, Firm Fixed Price, Lump Sum (Circle and set forth price if Firm Fixed Price or Lump Sum)

Compensation: \$75,000

Location of Services: Midtown District

Description of Services: See Attached

Schedule Requirements: Commencement of Services: 11/30/2023

Completion of Services: 11/30/2024

Midtown:

MIDTOWN REDEVELOPMENT
AUTHORITY

By: _____

Printed Name and Title

Date: _____

Consultant:

IDS Engineering Group, Inc.

By: _____

Timothy E. Buscha, PE, CFM - President

Printed Name and Title

Date: November 30, 2023

[End of Attachment B]

Scope of Services – Midtown Redevelopment Authority PSA Work Order:

IDS will perform professional engineering and surveying services and/or retain specialty subconsultant services to provide hourly general consultation services for civil engineering tasks for the following:

- 1) Continuation of ongoing work reviewing plans, coordination, technical support and field representation related to the City of Houston 72-inch Water Line Project along Tuam and other streets in Midtown. This project will include reconstruction streets and sidewalks in conjunction with the water line construction.
- 2) Continuation of ongoing work-related to the Midtown Asphalt Street Overlay Prioritization Program which IDS built from COH data on pavement assessments throughout Midtown. IDS has developed priority area for future projects. Work efforts would be continued support, coordination with the City of Houston, provide technical input on future projects and support future overlay project as directed by Midtown. Additionally, IDS will provide oversight during construction.
- 3) Provide support to Midtown for sidewalk replacement including prioritization, coordination, and construction oversight.
- 4) Provide technical reviews, planning, data gathering, coordination with other consultants, studying of development opportunities to support present and future plans adopted by the Midtown TIRZ, development of Graphic Information System (GIS) deliverables, field surveys or boundary determinations, and attendance of meetings as requested by Midtown staff.
- 5) Provide construction management and/or construction inspection as request by Midtown staff.

This level of funding is based upon anticipated needs of the TIRZ during the upcoming 12-month period. Engineering services currently identified include coordination and construction oversight for projects being completed by City of Houston within the Midtown TIRZ.

Invoicing for these services will be consistent with our past standard practice of hourly charges for the general consultation services listed above. From time to time under the PSA Work Orders we are requested to perform specific engineering or survey assignments, for such assignments a separate scope is typically prepared and the fee is based upon an agreed to lump sum amount under this work order or as assigned a new work order. Our current hourly rate table is attached.

The estimated breakdown of fee allocation for Work Order #2 is as follows:

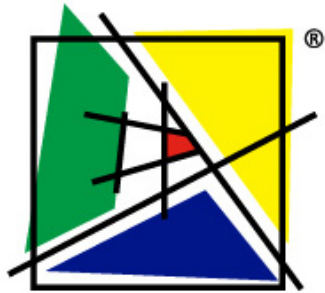
\$66,000 Engineering/ General Services
(Hourly or Lump Sum per Task)

\$ 4,000 GIS Support Services

\$ 4,000 Survey Services

\$ 1,000 Reimbursable Expenses

\$75,000 Total



midtown
H O U S T O N

**Professional Services
Agreement with Lionheart
Places**

ATTACHMENT B

Form of Work Order

WORK ORDER NO. 1B

This Work Order No. 1 (this "Work Order") is issued subject to and is governed by that certain Professional Services Agreement between Midtown and Consultant dated as of 9-30-2021, 2021 (the "PSA").

Work Order Date: 11-30-2023

Consultant: LIONHEART PLACES LLC.

Type of Compensation: Cost Plus, Time & Materials, Firm Fixed Price, Lump Sum (Circle and set forth price if Firm Fixed Price or Lump Sum)

Compensation: \$149,995

Location of Services: HOUSTON, TEXAS

Description of Services: GENERAL MASTER PLANNING, URBAN DESIGN AND LANDSCAPE ARCHITECTURE

Schedule Requirements: Commencement of Services: 12/01/2023

Completion of Services: 9/30/2024

Midtown:

MIDTOWN REDEVELOPMENT
AUTHORITY

By: _____

Printed Name and Title

Date: _____

Consultant:

Lionheart Places, LLC

By:  _____

J. Rebecca Leonard, CEO

Printed Name and Title

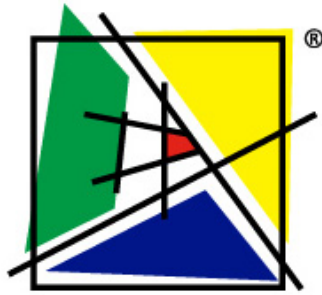
Date: 11/30/2023

[End of Attachment B]

Work Order 1 - Fiscal Year 2024 through September 30, 2024 Midtown Redevelopment Authority

Task	Lionheart						CHP						Notes
	Principal	Associate	PM	Urban Designer, Planner or LA III	Urban Designer, Planner or LA II	Intern	Principal	Director	PM	Communications Specialist	Senior Planner/Urban Designer	Planner	
	\$ 275.00	\$ 225.00	\$ 150.00	\$ 130.00	\$ 110.00	\$ 90.00	\$ 260.00	\$ 240.00	\$ 210.00	\$ 185.00	\$ 160.00	\$ 130.00	
Monthly Board Meeting	96												Assume 1 Principals prepare for and attend meetings in person
Bi-Weekly CIP Coordination Meeting	26	13	52										Assume 1 Principals and 1 PM attending virtually; An Associate may participate from time to time
General Planning for Mobility, Parks and Open Space, Cultural Arts and Design Standards	50	8	48		24	12	2	12	8		20	20	Assumes 160 hours of support; if more, a new WO will be created.
Maintain On-line Mapping Portal & Mapping/Graphics Support	8		8	64		8							Assumes 2 updates and two days of effort per update.
Communications & PR	8	8	64			8							Assumes 4 communications and two days of effort per time.
Annual Survey	8	8	10		24	8	1	2	6	8	16	16	Assumes one survey per year.
Stakeholder Meetings (as necessary)	40	10	10				2	8	16			16	Assumes 86 hours of support; if more, a new WO will be created.
Totals Hours	236	47	192	64	48	36	5	22	30	8	36	52	
Total Cost per Employee	\$ 64,900	\$ 10,575	\$ 28,800	\$ 8,320	\$ 5,280	\$ 3,240	\$ 1,300	\$ 5,280	\$ 6,300	\$ 1,480	\$ 5,760	\$ 6,760	Direct Expenses
Total Fee by firm	\$ 123,115						\$ 27,080						
Total Fee Including Expenses	\$ 149,995												\$ 2,000.00

DRAFT



midtown
H O U S T O N

**Option Agreement with
William A. Lawson Institute
for Peace and Prosperity,
Inc.**

OPTION AGREEMENT

THIS OPTION AGREEMENT (this "Agreement"), is made and entered into as of the 28th day of November, 2023 (the "Effective Date"), by and between MIDTOWN REDEVELOPMENT AUTHORITY, a public not for profit local government corporation created and organized under the provisions of Chapter 431, Texas Transportation Code ("MIDTOWN"), and WILLIAM A. LAWSON INSTITUTE FOR PEACE AND PROSPERITY, INC., a Texas nonprofit corporation ("WALIPP"). MIDTOWN and WALIPP are collectively referred to herein as the "Parties" and individually as a "Party".

RECITALS

A. WALIPP plans to develop a multi-family affordable housing project for households headed by persons 55 years of age and older to be located in the southeast section of Houston, Harris County, Texas in an area commonly known as Third Ward on the Option Property (as defined herein) consisting of approximately 69 one bedroom rental units of affordable housing for seniors, or such other number of rental units as permitted by the City of Houston (the "Project"). At least fifty-one percent (51%) of such rental units shall be used solely to provide affordable housing to low to moderate income persons whose income does not exceed 80% of AMI.

B. MIDTOWN owns certain unimproved real property described on Exhibit A attached hereto and incorporated herein by reference (the "Option Property") which is located in Houston, Harris County, Texas.

C. WALIPP proposed that MIDTOWN grant or donate the Option Property to WALIPP for the Project, and MIDTOWN upon determining that the Project is consistent with its affordable housing strategy agreed to grant to WALIPP an option to acquire the Option Property subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of TEN DOLLARS (\$10.00), the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Grant of Option.** MIDTOWN hereby grants to WALIPP the exclusive option to acquire the Option Property upon and subject to the terms and conditions set forth herein (the "Option").

2. **Exercise of Option.** The right of WALIPP to exercise the Option to acquire the Option Property is conditioned on WALIPP having first obtained and submitted to MIDTOWN written evidence of the following in connection with the development of the Project (and such related information as MIDTOWN may reasonably request in connection with the development of the Project): (i) commitment(s) for funding in an aggregate amount sufficient to pay the total costs of developing the Project, including any required infrastructure; (ii) approval of a loan from a lender (unless such requirement is waived in writing by MIDTOWN); (iii) evidence of available funds from WALIPP (or another reliable source) sufficient to pay all closing costs and other applicable fees and to ensure financial feasibility of the Project (unless such requirement is waived

in writing by MIDTOWN) and (iv) an executed grant agreement with WALIPP in form and substance satisfactory to MIDTOWN (items (i)-(iii) collectively, the "Financing Commitments"). Upon WALIPP'S satisfaction of the Financing Commitments and item (iv) hereof, WALIPP shall have the right to exercise the Option to acquire the Option Property by delivering written notice (the "Option Notice") to MIDTOWN no later than November 1, 2024 (the "Outside Option Exercise Date"); provided however, the Outside Option Exercise Date may, at MIDTOWN'S sole discretion, be extended for a period not to exceed six months if WALIPP delivers to MIDTOWN on or before September 30, 2024 (y) a written Project status report and (z) evidence satisfactory to MIDTOWN of Financing Commitments sufficient to pay the costs of developing the Project with closing to occur within (90) days. The actual date on which the Option Notice is delivered to MIDTOWN is hereafter referred to as the "Option Exercise Date."

3. **Term of Option.** The Option shall remain in full force and effect from and including the Effective Date until the earlier to occur of (and including) the (i) the Outside Option Exercise Date, and (ii) the Closing Date (as defined below) (hereinafter, the "Option Term"). WALIPP shall not be entitled to exercise the Option after the expiration of the Option Term, except as approved in writing by MIDTOWN in the event of a delay caused by a governmental agency related to permitting or financing.

4. **Terms of Acquisition.** In the event WALIPP delivers an Option Notice to MIDTOWN in accordance with Section 2 hereof, the Parties agree to consummate the conveyance of the Option Property from MIDTOWN to WALIPP on and subject to the following terms and conditions:

(a) **Consideration.** MIDTOWN will grant or donate the Option Property to WALIPP subject to and in accordance with the terms and conditions of this Agreement in consideration of WALIPP'S agreement to accept title to the Option Property subject to or otherwise encumbered by affordable housing use restrictions (the "Affordable Housing Use Restrictions") set forth in the Deed (as defined herein).

(b) **Title Commitment.** During the term of this Agreement, WALIPP shall have the right to obtain at WALIPP'S cost: (a) a title commitment issued by a national title insurance company, or its agent or affiliate, which is licensed to do business in the State of Texas, as WALIPP selects in its sole discretion (the "Title Company") setting forth the basis upon which the Title Company is willing to insure title to all parcels of the Option Property (the "Title Commitment"), together with all of the documents listed or referenced in the Title Commitment (the "Exception Documents"), and (b) a current survey of the Option Property prepared in accordance with the then current Minimum Standard Detail Requirements for ALTA ACSM Land Title Surveys as adopted by American Land Title Association and National Society of Professional Surveyors (the "Survey"). Copies of the Title Commitment, Exception Documents and Survey shall be provided to MIDTOWN promptly upon receipt by WALIPP, and MIDTOWN shall be included as a certified party in the Survey. If the Title Commitment or the Survey, or updates thereof disclose defects or other matters objected to by WALIPP, WALIPP shall advise MIDTOWN of the same in writing no later than thirty (30) days after the Option Exercise Date. The Affordable Housing Use Restrictions and any other title exceptions and survey matters not objected to by WALIPP within said period or waived by WALIPP in accordance with clause (x) in the

following sentence shall collectively constitute the "Permitted Encumbrances." If MIDTOWN is unable or unwilling to correct such title matters as to which WALIPP objects, then WALIPP shall have the right, at its option, either to (x) waive such objections and accept such title as MIDTOWN is able to convey, in which event this Agreement shall continue in full force and effect without change in or to the terms hereof; or (y) terminate this Agreement in writing and the parties hereto shall be thereafter be released from any further obligations hereunder.

(c) **Title Policy.** At Closing, WALIPP shall obtain, at WALIPP'S expense, a TLTA Owner's Policy of Title Insurance (or pro forma thereof) (the "Title Policy"), issued by the Title Company, insuring fee simple title to WALIPP as of the date and time of the recording of the Deed, subject only to the Permitted Encumbrances.

(d) **WALIPP's Due Diligence.** WALIPP, or its representative, will have the right to enter the Option Property at any time after the Effective Date, and will have the right to conduct tests and inspections, including Phase I environmental studies (and if recommended by the Phase I, a Phase II environmental study), surveys, preliminary engineering, site planning, soil boring tests and other appropriate inspections and tests as WALIPP deems necessary provided that WALIPP (i) provides MIDTOWN with prior notice of the proposed time and nature of any such studies, tests and inspections; (ii) conducts such studies, tests and inspections during normal business hours, at times reasonably approved by MIDTOWN; (iii) if reasonably requested by MIDTOWN, conducts such studies, tests and inspections in the presence of a representative of MIDTOWN (provided that the presence of such a representative shall not be a condition precedent to conducting such tests and inspections if WALIPP otherwise complies with clauses (i) and (ii) above); and (iv) promptly provides MIDTOWN with copies of written reports received from its contractors arising out of such studies, tests and inspections. In the event either Party rightfully terminates this Agreement prior to Closing or the Option Term expires without a Closing, WALIPP shall promptly repair any material damages to the Option Property caused by WALIPP's inspections or testing of the Option Property, restore the Option Property to substantially the same or better condition than existed prior to such inspections or testing and **indemnify and hold MIDTOWN harmless for any and all actual claims and damages arising in connection with such inspections or testing;** provided, however, that in no event shall the scope of the foregoing indemnification obligations include (x) claims or damages arising out of the acts or omissions of MIDTOWN or its agents, employees, contractors or other representatives, (y) any diminution in value to the Option Property unless such diminution in value results from acts or omissions of WALIPP or its agents, employees, contractors or other representatives, nor (z) the mere discovery of existing conditions in, on or under the Option Property.

(e) **Covenants Regarding the Option Property.** From and after the Effective Date until the earlier of the Closing or the expiration or termination of this Agreement (i) neither MIDTOWN nor its agents or representatives will make or enter into any lease for the Option Property or any portion thereof or make or enter into any other contract, or other agreement affecting the Option Property, any part thereof or any interest therein other than contracts related to the improvement and maintenance of and security for the Option Property and contracts or leases which will terminate or expire on or before conveyance of

the Option Property to WALIPP; (ii) MIDTOWN will take no action which will materially or adversely affect the condition of the Option Property or any portion thereof; and (iii) MIDTOWN will not enter into any mortgage, deed of trust, lien, covenant, condition, restriction, easement or right-of-way which would encumber the Option Property after Closing without the prior written consent of WALIPP.

(f) **Condition of the Option Property at Closing.** At Closing, MIDTOWN will deliver the Option Property to WALIPP "as is, where is and with all faults."

(g) **Form of Deed.** At Closing, MIDTOWN will convey by special warranty deed to WALIPP indefeasible fee simple title to the Option Property, subject only to the Permitted Encumbrances, including the Affordable Housing Use Restrictions, and to the general encumbrances and "as is" provisions set forth in the Special Warranty Deed, substantially in the form of **Exhibit B** attached hereto and incorporated herein for all purposes (the "Deed"). The legal description of the Option Property set forth in the Title Commitment and Survey shall be incorporated into the Deed on approval of the same by MIDTOWN and the Title Company.

(h) **Governmental Authorizations.** Prior to the Closing, WALIPP, and its agents, representatives, and designees shall have the right to pursue all necessary authorizations, including, without limitation, permits, registrations, licenses, and any other approvals necessary for the intended use of the Option Property, from all applicable governmental authorities on such terms and conditions, as WALIPP deems acceptable and at WALIPP's expense (collectively, "Governmental Authorizations"); and to the extent necessary in connection therewith, MIDTOWN will reasonably cooperate with WALIPP in WALIPP's efforts to obtain any necessary Governmental Authorizations, including without limitation by executing any applications, agreements, affidavits, or other documentation that requires MIDTOWN's signature or acknowledgment and by providing any information necessary for the processing of any Governmental Authorizations provided that MIDTOWN shall not be required to incur any expense in connection with such matters. The foregoing notwithstanding, WALIPP shall not file or record any documents in the public records of Harris County, Texas in connection with the Governmental Authorizations or the Option Property until after Closing, except as described in Section 13 below.

(i) **Taxes and Assessments and Other Adjustments.** MIDTOWN shall pay in full all taxes, general and special, against the Option Property, if any, which are due or have accrued up to the Closing Date, and WALIPP shall pay all such taxes and assessments and installments of unpaid special assessments becoming due or accruing from and after the Closing Date. In the event that the amount of any such tax or assessment for the year in which the Closing Date occurs cannot be determined, then such proration shall be based upon 105% of the amount of such tax or assessment for the preceding year. Except as otherwise expressly set forth herein, any other items of revenue or expense shall be adjusted and prorated in the manner typically adjusted or prorated in connection with the conveyance of unimproved real property in Texas.

(j) **Closing.** The closing of the conveyance of the Option Property (the "Closing") will take place in the offices of Title Company on a mutually agreeable date and time no later than sixty (60) days after Option Exercise Date. The date on which Closing actually occurs shall be referred to herein as the "Closing Date".

At Closing, MIDTOWN shall deliver to WALIPP and Title Company the following (collectively, the "Seller's Closing Documents"):

- (i) The Deed conveying the Option Property to WALIPP;
- (ii) An Affidavit of Non-Foreign Status of MIDTOWN;
- (iii) Such statutory notices, authorizing resolutions and other documents (such as commercially reasonable affidavits) as may be required by the Title Company in order for the Title Company to issue the Title Policy; and
- (iv) Such other documents as are typically provided in connection with the conveyance of unimproved real property in Texas or as may be reasonably required to consummate the transaction contemplated hereby.

At Closing, WALIPP shall deliver to MIDTOWN and Title Company the following:

- (a) Original executed counterpart of the Deed;
- (b) Such statutory notices, authorizing resolutions and other documents as are typically provided in connection with the conveyance of unimproved real property in Texas or as may be reasonably required to consummate the transaction contemplated hereby or as may be required by the Title Company in order for the Title Company to issue the Title Policy.

At Closing, (x) WALIPP shall pay MIDTOWN's attorneys' fees up to \$25,000, and (y) WALIPP shall pay the cost of its attorneys' fees (if any) and all other costs of Closing including, without limitation, the escrow fees of Title Company, the premiums for the Title Policy and all endorsements thereto, the recording fees for the Deed and the costs of its inspections and the Survey.

(k) **Intentionally Omitted**

(l) **Funding.** As a further condition precedent to each party's obligation to close under this Agreement, WALIPP shall have received and provided MIDTOWN with written evidence, satisfactory to Midtown, of Financing Commitments sufficient to pay the costs of developing the Project, including any required infrastructure.

(m) **Reporting.** As a further condition precedent to each party's obligation to close under this Agreement, WALIPP shall provide monthly status reports to MIDTOWN relating to the project including the efforts to finalize funding for the Project, which reports shall be in form and substance satisfactory to MIDTOWN.

5. **Representations and Warranties of MIDTOWN.** MIDTOWN represents and warrants to WALIPP the accuracy of the following statements as of the Effective Date hereof and the date of Closing.

- (a) MIDTOWN is a non-profit local government corporation that is duly organized and validly existing and in good standing under the laws of the State of Texas.
- (b) MIDTOWN has all requisite power and authority to execute, deliver, and perform this Agreement and to consummate the conveyance of the Option Property in the event that WALIPP exercises the Option hereunder.
- (c) MIDTOWN is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code.
- (d) This Agreement is, and (when executed and delivered to WALIPP at the Closing) the Deed will be, a valid and binding obligation of MIDTOWN, enforceable against MIDTOWN by WALIPP in accordance with its terms, except in each case to the extent limited by application of general principles of equity and by bankruptcy, insolvency, debtor relief, and similar laws of general application affecting the enforcement of contractual rights and obligations and such laws as are applicable to governmental entities.
- (e) To the actual knowledge of the Executive Director of MIDTOWN without the duty of investigation or inquiry, there is no pending or threatened claim, cause of action, proceeding, or other litigation involving the Option Property (including but not limited to eminent domain, takings or condemnation of any portion of the Option Property or violations of applicable law) or MIDTOWN to the extent that same, if decided adversely to MIDTOWN would result in a lien against, or be binding upon the owner of, the Option Property from and after the Closing Date.

The representations and warranties set forth in this Section 5 shall survive Closing for a period of one (1) year.

6. **LIMITED WARRANTY.** EXCEPT WITH RESPECT TO THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE SELLER'S CLOSING DOCUMENTS:

- (a) THE OPTION PROPERTY IS BEING ACQUIRED "AS IS, WHERE IS, AND WITH ALL FAULTS;" AND
- (b) MIDTOWN MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION, VALUE OR QUALITY OF ANY OF THE OPTION PROPERTY, OR THE USE OR SUITABILITY THEREOF FOR ANY

INTENDED PURPOSE, OR THE ABSENCE OF ANY LATENT OR PATENT DEFECTS THEREIN, OR THE WORKMANSHIP THEREOF, OR THE EXISTENCE, COMPLIANCE WITH OR SUFFICIENCY OF ANY LICENSES HELD OR REQUIRED IN CONNECTION WITH THE OWNERSHIP, USE OR OPERATION THEREOF, OR WITH RESPECT TO THE STATUS, ASSIGNABILITY OR RIGHTS UNDER ANY CONTRACT, LICENSE OR ANY OTHER MATTERS, OR THE RISKS THAT MIGHT BE ENCOUNTERED IN THE OPERATION THEREOF.

THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED BY THE PARTIES HERETO AFTER DUE CONSIDERATION AND, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, OR THE DEED ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED OR STATUTORY, WITH RESPECT TO THE OPTION PROPERTY AND RIGHTS THAT MAY ARISE PURSUANT TO ANY LAW NOW OR HEREAFTER IN EFFECT, OR OTHERWISE. WALIPP HAS BEEN, OR WILL BE GIVEN UNDER THIS AGREEMENT THE OPPORTUNITY TO PERFORM THE DUE DILIGENCE IT DEEMS NECESSARY IN ORDER TO MAKE AN INFORMED DECISION AS TO WHETHER TO CONSUMMATE THE TRANSACTIONS DESCRIBED HEREIN. THE TERMS AND PROVISIONS OF THIS SECTION 6 SHALL SURVIVE THE CLOSING OF THIS AGREEMENT.

7. **Notices.** Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be deemed given (except as otherwise provided herein) when received if (i) delivered by hand, (ii) deposited with a widely recognized national overnight courier service, or (iii) transmitted by electronic mail (provided that a copy of such notice is subsequently delivered within one (1) business day by one of the methods described in clauses (i) or (ii) above), and in each case addressed to each Party at its address set forth below:

If to MIDTOWN: Midtown Redevelopment Authority
410 Pierce Street, Suite 355
Houston, Texas 77002
Attn: Executive Director
Email: mattt@houstonmidtown.com

With copy to: Peggy Foreman
Burney & Foreman
5445 Almeda, Suite 400
Houston, Texas 77004
Email: pforeman@burneyandforeman.com

and

Barron F. Wallace
Bracewell LLP
711 Louisiana Street, Suite 2300

Houston, Texas 77002-2770
Email: Barron.Wallace@bracewell.com

If to WALIPP: William A. Lawson Institute for Peace and Prosperity, Inc.
5220 Scott Street, Suite 108
Houston, Texas 77004
Attention: Executive Director
Email: clawson@walipp.org

With a copy to: William A. Lawson Institute for Peace and Prosperity, Inc.
P.O. Box 88327
Houston, Texas 77288-0327
Attention: Chairman, Board of Directors
Email: maryramos@hotmail.com

Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. Either Party may from time to time change its notice address hereunder, upon written notice to the other Party. Notice tendered by counsel to one of the Parties hereto shall be deemed notice from the applicable Party itself.

8. **WALIPP's Remedies.** In the event of any material breach of or default under this Agreement or any of the terms and provisions hereof by MIDTOWN, WALIPP's sole remedies shall be to: (i) demand specific performance of MIDTOWN's obligation to close under this Agreement, provided that (A) WALIPP delivered the Option Notice (B) WALIPP is not in material breach or default of its obligations under this Agreement, and (C) all conditions precedent to MIDTOWN's obligation to close under this Agreement have been satisfied or waived in writing; or (ii) terminate this Agreement. The foregoing shall not limit MIDTOWN's liability for breaches under Section 5 of this Agreement, which shall be limited to WALIPP's actual damages for any breach thereof.

9. **MIDTOWN's Remedies.** In the event of any material breach of or default under this Agreement or any of the terms or provisions hereof by WALIPP, MIDTOWN's sole remedies shall be to: (i) demand specific performance of WALIPP's obligation to close under this Agreement, provided that (A) WALIPP has delivered the Option Notice, (B) MIDTOWN is not in material breach or default of its obligations under this Agreement, and (C) all conditions precedent to WALIPP's obligation to close under this Agreement have been satisfied or waived in writing; or (ii) terminate this Agreement. The foregoing shall not limit WALIPP's liability for breaches under any other provision of this Agreement, which shall be limited to MIDTOWN's actual damages for any breach thereof.

10. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon MIDTOWN and WALIPP and their respective representatives, successors and assigns, and shall run with the land.

11. **Assignments.** WALIPP shall not be entitled to assign this Agreement or any rights hereunder without the prior written consent of MIDTOWN; provided that without MIDTOWN's consent, WALIPP, upon 30 days advance notice to Midtown, shall have the right to assign this Agreement to an Affiliate of WALIPP formed for the purpose of taking title to the Option Property, and upon such assignment, the assignee shall assume in writing all of WALIPP's rights and obligations under this Agreement. WALIPP shall be released and discharged from its obligations under this Agreement only after a fully executed copy of any such assignment and assumption is provided to MIDTOWN. As used in this Section 11, the term "Affiliate" shall mean an entity that controls, is controlled by or is under common control with WALIPP.

12. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Texas.

13. **Recording.** The Parties agree that this Agreement will not be recorded in the public records of Harris County, Texas; provided, however, that the parties agree to (a) execute and deliver a memorandum of this Agreement and a termination of memorandum of this Agreement on the Effective Date, each in recordable form and otherwise in form reasonably acceptable to the parties hereto, (b) have the memorandum of this Agreement recorded at the sole cost and expense of WALIPP on or promptly after the Effective Date, and (c) deposit the termination of memorandum of this Agreement with Burney & Foreman or Bracewell, LLP to hold in escrow until the earlier to occur of (i) either (A) the Outside Option Exercise Date, if WALIPP has not delivered the Option Notice prior to such date, or (B) any early termination of this Agreement, in either of which cases the termination shall be recorded, or (ii) the Closing Date, in which case the termination shall be destroyed by Burney & Foreman or Bracewell, LLP and be of no further force or effect.

14. **Attorneys' Fees.** In the event either Party brings suit to construe or enforce the terms hereof, or raises this Agreement as a defense in a suit brought by another party, the prevailing party as determined by the court is entitled to recover its attorneys' fees and expenses.

15. **Counterparts.** The Parties acknowledge and agree that this Agreement may be executed by original or scanned signatures in any number of counterpart original instruments, all of which taken together shall constitute one fully executed Agreement.

16. **Timing.** Time is of the essence. If any day on which an event is scheduled to occur under this Agreement falls on a Saturday or Sunday or legal holiday, the time period for such event shall be automatically extended until the next business day.

17. **Severability.** All of the terms, covenants or conditions contained in this Agreement shall be construed together, but if it shall at any time be held that any one of said terms, covenants or conditions or any part thereof, is invalid or for any reason becomes unenforceable, no other terms, covenants, or conditions or any part thereof shall be thereby affected or impaired.

18. **Brokers.** MIDTOWN and WALIPP each represent and warrant to the other that, no real estate brokerage commission is payable to any person or entity in connection with the transaction contemplated hereby, and each agrees, to the extent allowed by law, to hold the other

harmless against the payment of any commission to any other person or entity claiming by, through or under such party.

19. **Statutory Notices:** MIDTOWN hereby gives and WALIPP hereby acknowledges the following notices and disclosures regarding the Option Property and agrees to execute related documents on or before Closing at the request of MIDTOWN or Title Company:

(1) **Statutory District Notice:** If the Option Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires MIDTOWN to deliver and WALIPP to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district.

(2) **Tide Water:** If the Option Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in this Agreement.

(3) **Public Improvement Districts:** If the Option Property is in a public improvement district, §5.014, Property Code, requires MIDTOWN to notify WALIPP as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Failure to pay the assessments could result in a lien on and the foreclosure of the Option Property.

(4) **Additional Taxes:** The following disclosure is made for the purpose of complying with the provisions of Section 5.010 of the Texas Property Code:

NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES

If for the current ad valorem tax year the taxable value of the land that is the subject of this Agreement is determined by a special appraisal method that allows for the appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in use of the land. The taxable value of the land and the applicable method of appraisal for current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located

[Remainder of page intentionally left blank; signature pages follow]

MIDTOWN and WALIPP have executed this Agreement as of the Effective Date.

MIDTOWN:

MIDTOWN REDEVELOPMENT AUTHORITY,
a Texas non-profit local government corporation

DocuSigned by:

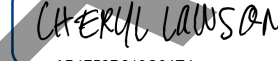


By: _____
Name: Matt Thibodeaux
Title: Executive Director

WALIPP:

WILLIAM A. LAWSON INSTITUTE FOR
PEACE AND PROSPERITY, INC., a Texas non-
profit corporation

DocuSigned by:



By: _____
Name: Cheryl Lawson
Title: Executive Director

EXHIBIT A

DESCRIPTION OF OPTION PROPERTY

Tract 1

Tr 21 Abst 75 H Tierwester

(Commonly known as 5134 Grantwood, Houston, Texas 77004, HCAD Account #: 0410310340140)

Tract 2

Tr 20 Abst 75 H Tierwester

(Commonly known as 5141 Grantwood, Houston, Texas 77004, HCAD Account #: 0410310340134)

Tract 3

LT 1 BLK 1 Grantwood Manors

(Commonly known as 0 Grantwood, Houston, Texas 77004, HCAD Account #: 1296710010001)

Tract 4

LT 2 BLK 1 Grantwood Manors

(Commonly known as 0 Grantwood, Houston, Texas 77004, HCAD Account #: 1296710010002)

Tract 5

LT 3 BLK 1 Grantwood Manors

(Commonly known as 0 Grantwood, Houston, Texas 77004, HCAD Account #: 1296710010003)

EXHIBIT B

Form of Special Warranty Deed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THAT **MIDTOWN REDEVELOPMENT AUTHORITY**, a Texas non-profit local government corporation ("**Grantor**"), whose address is 410 Pierce Street, Suite 355, Houston, Texas 77002 for and in consideration of the sum of TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, AND CONVEY unto **WILLIAM A. LAWSON INSTITUTE FOR PEACE AND PROSPERITY, INC.**, a Texas nonprofit corporation ("**Grantee**"), whose address is 5220 Scott Street, Suite 108, Houston, Texas 77004, that certain tract or parcel of land in Harris County, Texas more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "**Land**"), together with all improvements thereon and all rights and interests appurtenant thereto (such land, improvements, rights and interests are hereinafter collectively referred to as the "**Property**").

This Special Warranty Deed (the "**Deed**") and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to the following matters (hereinafter referred to collectively as the "**Permitted Encumbrances**"):

- a. All easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and other matters of record (excluding prior conveyances of the surface estate) in the Official Public Records of Harris County, Texas which are applicable to and enforceable against the Property including, without limitation, those matters of record described in **Exhibit B** attached hereto and incorporated herein by this reference;
- b. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey of the Property would show;
- c. Visible or apparent easements which encumber or affect the Property and do not appear of record in the Official Public Records of Harris County, Texas; and

- d. Ad valorem taxes and assessments applicable to the Property for the current year, if any.

This Deed is additionally executed by Grantor and accepted by Grantee subject to the use restrictions set forth below which shall encumber the Property and constitute covenants running with the land (the "**Restrictions**").

RESTRICTION TO AFFORDABLE HOUSING USE

1. **Definitions.** Unless a particular word or phrase is otherwise defined or the context otherwise requires, capitalized words and phrases used in this Deed shall have the following meanings:

"Affordable Housing" means that 51% of the units are leased to lessees whose annual income at initial occupancy does not exceed 80% of the Median Income. For purposes of clarification, in the event a resident of a Unit meets the applicable Median Income thresholds of the Affordable Housing definition set forth above at the time of Grantee's underwriting thereof, it shall not be a violation of the terms of these Restrictions if such resident's Median Income thereafter exceeds the applicable Median Income thresholds during the term of such resident's lease and occupancy of the Unit (as such lease may be amended, extended or renewed from time to time).

"Affordability Period" means the minimum period of time during which the Restrictions apply to the occupied residential units to be built on the Property ("**Units**"), which period shall be forty (40) years after the date this Deed is recorded, unless the Zone is no longer in existence, in which case, the period shall end the first day that the Zone is no longer in existence.

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

"Median Income" means the median income for the area in which the Zone is located, as determined by the Secretary of HUD, with adjustments for smaller and larger families, as of the date this Deed is recorded and thereafter as updated annually by the Secretary of HUD.

"Zone" means Reinvestment Zone Number Two, City of Houston, Texas, a tax increment reinvestment zone created by the City of Houston, Texas in accordance with Chapter 311, Texas Tax Code.

2. **Restrictions.** As a material portion of the consideration for this Deed and the conveyance hereinabove set forth, this Deed is executed by Grantor and accepted by Grantee subject to the following Restrictions (the "**Restrictions**") which are hereby adopted and established for, imposed upon and made applicable to the Property:

The Property, and any improvements constructed on the Property, shall be used exclusively to provide Affordable Housing for a period of not less than the Affordability Period as defined in this Special Warranty Deed. The Restrictions shall run with the Property, shall be binding on Grantee, its successors and assigns for the Affordability Period, and shall inure to the benefit of

Grantor, its successors and assigns for the Affordability Period. Notwithstanding any provision of this Deed or applicable law to the contrary, these Restrictions shall automatically terminate without the requirement of further action of any party upon the expiration of the Affordability Period.

3. Covenants Running with the Land. All of the agreements, conditions, and restrictions contained in this Deed shall be deemed covenants running with the land and shall inure to the benefit of Grantee as the owner of the Property and each successor owner of any of the Property and the Grantor.

4. Reconveyance Right. If during the Affordability Period the Reconveyance Right Trigger Event occurs, Grantor reserves and shall have the right (the "**Reconveyance Right**"), but not the obligation, to require Grantee to reconvey the Property (together with all improvements thereon and appurtenances thereto) to Grantor in accordance with the terms and conditions of this Section 4.

(a) For purposes hereof, "**Reconveyance Right Trigger Event**" shall mean the failure of Grantee to complete the construction of the Units by December 31, 2025 (the "**Completion Date**"). For purposes of this Deed, completion of construction of the Units shall mean that construction of the Units is substantially complete and Grantee has obtained all permits and governmental authorizations required by applicable law for the use and occupancy of the Units, which shall be deemed satisfied by Grantee's receipt of a temporary certificate of occupancy (or local equivalent).

(b) Upon the occurrence of a Reconveyance Right Trigger Event, Grantor may elect to exercise the Reconveyance Right by giving written notice to Grantee (to be delivered by hand or by national overnight carrier to the address set forth in the introductory paragraph of this Deed). Closing under the valid exercise of the Reconveyance Right shall be completed within thirty (30) days from the date of Grantor's notice to Grantee of its election to exercise its Reconveyance Right. Such closing shall occur at Grantor's option, at the offices of the Grantor's legal counsel or at a title company selected by Grantor, and at closing, the Property shall be reconveyed by Grantee to Grantor by special warranty deed, subject only to the Permitted Encumbrances and the Restrictions, but otherwise free and clear of any and all monetary liens and encumbrances incurred or permitted by Grantee. In the event Grantee fails to comply with the terms of this subparagraph (b) upon the valid exercise of the Reconveyance Right, Grantor shall have the right to pursue an action for specific performance of Grantee's obligation to close in accordance with this Section 4 (b).

(c) The Reconveyance Right is and shall be subject and subordinate to any indebtedness secured by a first lien mortgage encumbering all of the Land ("**First Lien Mortgage**") without the requirement for further action or documentation of any party to this Deed or the beneficiary of such First Lien Mortgage ("**First Lien Mortgagee**"). Without limiting the generality of the foregoing, in the event Grantee incurs any such First Lien Mortgage, Grantee or the First Lien Mortgagee may give Grantor written notice thereof, and upon receipt of such notice, Grantor agrees to the following: (i) deliver any notices given by Grantor to Grantee hereunder simultaneously to such First Lien Mortgagee, (ii) afford any such First Lien Mortgagee an additional sixty (60) days beyond the notice and cure periods set forth herein to cure any default by Grantee under the

Restrictions, (iii) accept performance by any such First Lien Mortgagee of any of Grantee's cure rights hereunder as performance by Grantee, and (iv) enter into an estoppel certificate or subordination agreement, in form acceptable to GRANTOR, within thirty (30) days after written request by Grantee or such First Lien Mortgagee (which notice shall be accompanied by such First Lien Mortgagee's proposed reasonable form thereof).

(d) The Reconveyance Right (i) is personal to Grantor, (ii) shall not be assignable by Grantor except to the City of Houston, and (iii) shall automatically terminate upon the completion of construction of the Units without further action of the parties burdened or benefited thereby. Without limiting the foregoing, upon the request of either party hereto after the completion of construction of the Units, the Grantor shall promptly execute and deliver (and have notarized) an acknowledgement of the completion of construction of the Units and the termination of the Reconveyance Right in recordable form.

(e) Grantor agrees not to exercise the Reconveyance Right if the construction of the Units is not completed by Completion Date due to the occurrence of a Force Majeure Event (hereafter defined) provided that Grantee resumes and diligently pursues the completion of the construction of the Units after the Force Majeure Event has abated. "**Force Majeure Event**" shall mean any period or periods of delay caused by strikes, lockouts or other labor disputes; fire or other casualty; storms, floods or other inclement weather; terrorism, riots, insurrection or demonstrations; or any other causes (other than financial) beyond the reasonable control of the Grantee.

5. Recapture Upon Sale During the Affordability Period. If at any time during the Affordability Period, the Grantee or its successors and assigns enters into a contract to sell or otherwise transfers the Property (together with all improvements thereon and appurtenances thereto) either voluntarily or involuntarily to a third party (the "Third Party Purchaser"), Grantor shall recapture from the available net proceeds of such sale an amount equal to the then current value of the land only, as determined by an independent appraisal. Within 14 business days of receipt of the Recapture Amount, Grantor shall release the Restrictions imposed hereunder. Available net proceeds are the funds remaining after payment of any superior liens and any closing costs.

6. Right of First Refusal. If, at any time during the Affordability Period (as defined herein) the Grantee or its successors and assigns desires to sell the Property (together with all improvements thereon and appurtenances thereto) to a Third Party Purchaser (as defined herein), Grantee or its successors and assigns shall deliver to the Grantor, at the address provided in Section 12 hereof (or such organization's then current address), written notice specifying the sales price and other relevant terms and conditions of the proposed sale. The Grantor shall have thirty (30) days to notify Developer or its successors and assigns whether Grantor will exercise its option to purchase the Property at fair market value and under the same terms and conditions, provided that Grantor's offer may include non-material terms and conditions which do not cause any delay or expense to Developer or its successors and assigns. If Grantor delivers written notice to Developer or its successors and assigns within such thirty (30) day period that Grantor elects to exercise its option, then Developer or its successors and assigns shall sell the Property to Grantor at the specified sales price and under the conditions specified by Grantor. If Grantor fails to deliver

written notice to Developer or its successors and assigns within such thirty (30) day period, then Grantor shall be deemed to have elected not to exercise its right of first refusal. The foregoing process shall apply only with respect to Grantor's right of first refusal to buy the Property and shall not constitute approval of any sale of all or a portion of the Property to any third party for any purpose. Developer or its successors and assigns shall be bound by the terms and conditions of this Right of First Refusal for each and every new, bonafide offer received by Developer to purchase all or any part of the property. Notices required by this Section shall be given in accordance with the provisions of Section 12 hereof.

7. Attorney's Fees. In the event any Party or Parties shall institute any action or proceeding, excluding any arbitration proceeding, against the other Party or Parties relating to the provisions of these Restrictions, then, and in that event, the non-prevailing Party or Parties in such action or proceeding shall reimburse the prevailing Party or Parties for the reasonable expenses of attorney's fees and disbursements incurred in connection with such action or proceeding.

8. Governing Law. The Restrictions shall be governed by and construed in accordance with the laws of the State of Texas.

9. Remedies. After completion of construction of the Units and during the Affordability Period, in the event the Property fails to be used or operated to provide Affordable Housing for a period of greater than 180 days after written notice by Grantor to Grantee (and any First Lien Mortgagee, if applicable), Grantor shall have the right to seek (a) an injunction to enjoin the future leasing of the Units to residents who do not meet the Median Income thresholds of Affordable Housing definition set forth above, or (b) any and all other remedies at law or in equity to which Grantor is entitled. Notwithstanding any provision hereof to the contrary, (x) in no event shall Grantor be entitled to seek damages or other legal or equitable remedies for a violation of the Restrictions, unless Grantee violates the Restrictions for a period of greater than 180 days after written notice by Grantor to Grantee (and any First Lien Mortgagee, if applicable); (y) any claim for damages arising from a violation of the Restrictions shall be limited to actual damages, and (z) in no event shall any party to this Deed be subject to a claim for punitive, special or consequential damages.

10. Waiver of Default. No waiver of any violation of the Restrictions shall be implied from any omission by any benefited party to take any action in respect of such violation if such violation continues or is repeated. No express waiver of any violation shall affect any violation or cover any period of time other than the violation and period of time specified in such express waiver. One or more waivers of any violation of any term contained in this shall not be deemed to be a waiver of any subsequent violation of the same term contained in the Restrictions. The consent or approval by any party to or of any act or request by any other party requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar acts or requests. The rights and remedies given to any party by the Restrictions shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity, which any such party might otherwise have by virtue of a violation under the Restrictions, and the exercise of one such right or remedy by any such party shall not impair such party's standing to exercise any other right or remedy.

11. Amendments. The Restrictions may be amended or modified only by a written instrument executed by all of the then owners of the Land, their respective First Lien Mortgagees, if any, and the Grantor or its successors and assigns. Any early termination of the Restrictions (as opposed to termination upon expiration of the Affordability Period) will require the prior written consent of all owners of the Land, their respective First Lien Mortgagees, if any, and the Grantor or its successors and assigns. Each of such owners will provide the name and address of applicable First Lien Mortgagees upon receipt of a written request therefore from any owner seeking to amend the Restrictions or from Grantor or its successors and assigns.

12. Notices. All notices, demands and other communications hereunder shall be in writing and shall be deemed sufficiently given for all purposes when delivered personally, when sent by certified or registered mail, postage prepaid, return receipt requested or by private courier service, in each case, with the address as indicated below; provided that any such notices, demands or other communications shall be deemed effective only upon receipt. Each party may, by written notice given to the other party, designate any other address or addresses to which notices, demands and other communications to them shall be sent as contemplated in this Special Warranty Deed. Until otherwise so provided, by the respective parties, all notices, demands and communications to each of them shall be addressed as follows:

GRANTOR:

Midtown Redevelopment Authority
410 Pierce Street, Suite 355
Houston, Texas 77002
Attn: Executive Director

GRANTEE:

William A. Lawson Institute for Peace and Prosperity, Inc.
5220 Scott Street, Suite 108
Houston, Texas 77004
Attention: Executive Director

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, and its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, BY, THROUGH, OR UNDER GRANTOR, BUT NOT OTHERWISE subject to the Permitted Encumbrances, the Restrictions and the matters herein stated.

EXCEPT WITH RESPECT TO THE OBLIGATIONS OF GRANTOR EXPRESSLY SET FORTH IN THAT CERTAIN OPTION AGREEMENT DATED NOVEMBER 28, 2023 BETWEEN GRANTOR AND GRANTEE (THE "AGREEMENT") WHICH EXPRESSLY SURVIVE THE CLOSING OF THE TRANSACTION PURSUANT TO THE AGREEMENT OR CONTEMPLATE PERFORMANCE AFTER THE DATE OF

THIS DEED, THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN THE AGREEMENT AND THE WARRANTY OF TITLE IN THIS SPECIAL WARRANTY DEED (THE "SURVIVING OBLIGATIONS"):

- (a) THE PROPERTY IS BEING ACQUIRED "AS IS, WHERE IS, AND WITH ALL FAULTS"; AND**
- (b) GRANTOR MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION, VALUE OR QUALITY OF ANY OF THE PROPERTY, OR THE USE OR SUITABILITY THEREOF FOR ANY INTENDED PURPOSE, OR THE ABSENCE OF ANY LATENT OR PATENT DEFECTS THEREIN, OR THE WORKMANSHIP THEREOF, OR THE EXISTENCE, COMPLIANCE WITH OR SUFFICIENCY OF ANY LICENSES HELD OR REQUIRED IN CONNECTION WITH THE OWNERSHIP, USE OR OPERATION THEREOF, OR WITH RESPECT TO THE STATUS, ASSIGNABILITY OR RIGHTS UNDER ANY CONTRACT, LICENSE OR ANY OTHER MATTERS, OR THE RISKS THAT MIGHT BE ENCOUNTERED IN THE OPERATION THEREOF.**

THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED BY THE PARTIES HERETO AFTER DUE CONSIDERATION AND, EXCEPT FOR THE SURVIVING OBLIGATIONS, ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED OR STATUTORY, WITH RESPECT TO THE PROPERTY AND RIGHTS THAT MAY ARISE PURSUANT TO ANY LAW NOW OR HEREAFTER IN EFFECT, OR OTHERWISE. GRANTEE HAS BEEN GIVEN THE OPPORTUNITY TO PERFORM THE DUE DILIGENCE IT DEEMS NECESSARY IN ORDER TO MAKE AN INFORMED DECISION AS TO WHETHER TO ACQUIRE THE PROPERTY. NOTWITHSTANDING ANY PROVISION OF THIS DEED TO THE CONTRARY, THE AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES THERETO ARE PERSONAL TO GRANTOR AND GRANTEE, AND THE REFERENCE TO THE AGREEMENT IN THIS DEED IS NOT INTENDED TO CAUSE THE AGREEMENT TO BE A LIEN OR ENCUMBRANCE ON THE PROPERTY, TO RUN WITH THE LAND OR TO BE BINDING UPON GRANTEE'S SUCCESSORS AND ASSIGNS.

Ad valorem taxes on the Property, if any, for the year in which this Deed is recorded ("***Current-Year Taxes***") have been prorated as of the date hereof, with Grantor giving a credit to Grantee of its proportionate share of any such Current-Year Taxes. Grantee, by its acceptance of this Special Warranty Deed assumes the payment of any Current-Year Taxes, taxes for subsequent years, and, solely to the extent the same are due to Grantee's change in usage of the Property, any ad valorem taxes on the Property for years prior to the Current-Year Taxes; provided, however, Grantee by its acceptance of this Special Warranty Deed does not assume payment of any ad valorem taxes on the Property for prior years due to changes in land usage of the Property by Grantor or denial of a special use valuation on the Property claimed by Grantor, nor delinquent taxes for any year prior to Current-Year Taxes, each of which shall remain the obligation of Grantor.

EXECUTED this the ___ day of _____, 20__.

GRANTOR

MIDTOWN REDEVELOPMENT AUTHORITY,
a Texas public non-profit local government
corporation

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this ___ day of _____, 20__, by
_____, _____ of MIDTOWN REDEVELOPMENT
AUTHORITY, a Texas public non-profit local government corporation, on behalf of said entity.

Notary Public in and for the State of Texas
My commission expires: _____

[SEAL]

Grantee's Acceptance of Deed

Grantee accepts this Deed and consents to its form and substance. Grantee expressly agrees to the terms and conditions set forth herein and acknowledges that it has read and accepts the obligations imposed on it by the terms hereof. Grantee further acknowledges that the provisions of this Deed are binding on and inure to the benefit of Grantor and Grantee and their respective heirs, successors and assigns.

EXECUTED this ____ day of _____, 20__.

GRANTEE

WILLIAM A. LAWSON INSTITUTE FOR PEACE AND PROSPERITY, INC., a Texas non-profit corporation

By: _____
Name: Cheryl Lawson
Title: Executive Director

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this __ day of _____, 20__, by CHERYL LAWSON, Executive Director of WILLIAM A. LAWSON INSTITUTE FOR PEACE AND PROSPERITY, INC., a Texas non-profit corporation, on behalf of said entity.

Notary Public in and for the State of Texas
My commission expires: _____

EXHIBIT A

to Special Warranty Deed

PROPERTY DESCRIPTION

Tract 1

Tr 21 Abst 75 H Tierwester

(Commonly known as 5134 Grantwood, Houston, Texas 77004, HCAD Account #: 0410310340140)

Tract 2

Tr 20 Abst 75 H Tierwester

(Commonly known as 5141 Grantwood, Houston, Texas 77004, HCAD Account #: 0410310340134)

Tract 3

LT 1 BLK 1 Grantwood Manors

(Commonly known as 0 Grantwood, Houston, Texas 77004, HCAD Account #: 1296710010001)

Tract 4

LT 2 BLK 1 Grantwood Manors

(Commonly known as 0 Grantwood, Houston, Texas 77004, HCAD Account #: 1296710010002)

Tract 5

LT 3 BLK 1 Grantwood Manors

(Commonly known as 0 Grantwood, Houston, Texas 77004, HCAD Account #: 1296710010003)

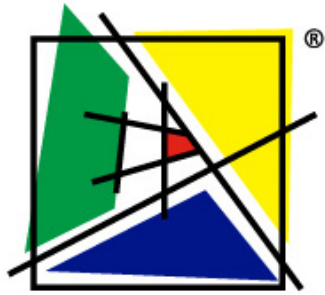
EXHIBIT B

to Special Warranty Deed

PERMITTED ENCUMBRANCES OF RECORD

[To be inserted from title commitment.]

DRAFT



midtown
H O U S T O N

INVESTMENT REPORT



midtown
HOUSTON

November 26, 2023

Board of Directors
Midtown Redevelopment Authority
410 Pierce, Suite 355
Houston, Texas 77002

Re: Investment Report – Quarter Ending September 30, 2023

Dear Board of Directors:

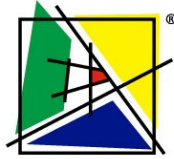
In my capacity as Investment Officer and in compliance with Article III, Section 3.03 and Article IV, Section 4.06 of the Investment Policy of the District, please find attached the 1st Quarter Fiscal Year 2024 Investment Report.

These reports reflect compliance of the Investment Policies of the District, and in accordance with the Investment provisions of the Public Funds Investment Act. The enclosed report is presented to the Board of Directors for review and approval.

Kindest regards,

Matt Thibodeaux
Executive Director

CC: Carr, Riggs & Ingram (CRI)



midtown
HOUSTON

November 26, 2023

Board of Directors
Matt Thibodeaux, Executive Director
Midtown Redevelopment Authority
410 Pierce Street, Suite 355
Houston, Texas 77002

Re: Investment Report – Quarter Ending September 30, 2023

Dear Board of Directors:

I have prepared the Quarterly Investment Report for the 1st Quarter FY2024 in my capacity as Midtown District CPA. This report is presented in accordance with Article III, Section 3.03 and Article IV, Section 4.06 of the Investment Policy of the District.

The average yield rate on all accounts this quarter is 2.8948% with the highest yield from the Logic accounts at 5.4291% on average. The amount of interest earned for the quarter was \$ 345,077. The report reflects the compliance of your investment portfolio with the Investment Policies of the District and is in accordance with the Investment provisions of the Public Funds Investment Act.

This report is presented to the Board of Directors for review and approval.

Respectfully,

Melissa Morton, CPA
Midtown District CPA

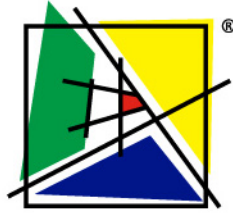
CC: Carr, Riggs & Ingram (CRI)



**MIDTOWN REDEVELOPMENT AUTHORITY
INVESTMENT REPORT
QUARTER ENDED SEPTEMBER 2023**

ACCOUNT NAME / FUND	QTR BEGINNING BOOK VALUE	TRANSACTIONS		ENDING BOOK VALUE	INTEREST - By Qtr FY 2024				QTRLY AVG INTEREST YIELD RATE	
		DEPOSITS	WITHDRAWALS		1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		QUARTER TO DATE TOTAL
OPERATING FUNDS	15,134,147.91	39,643,508.43	22,542,004.25	32,235,652.09	215,059.23	0.00	0.00	0.00	215,059.23	
WF 64040	71,885.63	11,466,210.23	11,140,301.95	397,793.91	7,436.86				7,436.86	1.07%
WF Instrastructure Projects 1731	961.49	881,289.04	963.20	881,287.33	289.04				289.04	1.06%
WF Surplus 63943	2,134,520.69	21,016,478.39	10,200,000.00	12,950,999.08	21,281.31				21,281.31	1.07%
WF FTA 63919	60.65	0.16		60.81	0.16				0.16	1.05%
WF Business 1094	285,070.99	43,230.75		328,301.74					-	
LOGIC Operating	12,588,437.95	6,185,817.21	1,200,000.00	17,574,255.16	185,817.21				185,817.21	5.43%
TexSTAR Operating	7,224.30	95.80		7,320.10	95.80				95.80	5.24%
WF Investment 63901	737.78	50,266.09	739.10	50,264.77	18.09				18.09	1.07%
WF Opr Sav 77180	45,248.43	120.76		45,369.19	120.76				120.76	1.07%
AFFORDABLE HOUSING	4,986,702.12	607,526.79	1,886,454.66	3,707,774.25	34,125.96	-	-		34,125.96	
WF Affordable Housing 3927	1,719,876.23	25,633.70	1,229,144.22	516,365.71	3,648.15				3,648.15	1.07%
WF Affordable Housing 3935	347.49	0.93		348.42	0.93				0.93	1.07%
TexSTAR Affordable Housing	2,093.43	27.76		2,121.19	27.76				27.76	5.24%
LOGIC Affordable Housing	2,215,645.80	30,449.12		2,246,094.92	30,449.12				30,449.12	5.43%
PNC Affordable Housing	1,004,017.89	265,000.00	268,792.45	1,000,225.44					-	
Well Fargo NAI	44,672.69	286,415.28	388,517.99	(57,430.02)					-	
Affordable Housing 2013 (x802)	48.59			48.59					-	0.00%
PLEDGE REVENUE	13,393,132.45	16,136,634.02	27,191,872.47	2,337,894.00	-	-	-		-	
677 Fund U.S. Treasury Money Mk	13,393,132.45	16,136,634.02	27,191,872.47	2,337,894.00					-	0.00%
DEBT SERVICE FUND	2,287,623.56	6,385,043.79	1,523,851.55	7,148,815.80	-	-	-		-	
Debit Service 2896	2,287,623.56	6,385,043.79	1,523,851.55	7,148,815.80					-	0.00%
RESERVE FUND	7,370,732.17	95,785.36	343,581.99	7,122,935.54	95,785.36	-	-		95,785.36	
TexSTAR Debit Service Money Mk	7,370,732.17	95,785.36	343,581.99	7,122,935.54	95,785.36				95,785.36	5.24%
2011 ESCROW 1998 2001	9.99	-	-	9.99	-	-	-		-	
2011 Escrow 1998 2001 (x264)	9.99			9.99					-	0.00%
AUSTIN MAINTENANCE FUN	3,682.41	43.48	-	3,725.89	43.48	-	-		43.48	
677 Fund U.S. Treasury Money Mk	3,682.41	43.48		3,725.89	43.48				43.48	5.24%
PROJECT FUND	4,570.62	62.83	-	4,633.45	62.83	-	-		62.83	
LOGIC 2017 Project	4,570.62	62.83		4,633.45	62.83				62.83	5.43%
REPORT GRAND TOTAL	43,180,601.23	62,868,604.70	53,487,764.92	52,561,441.01	345,076.86	-	-		345,076.86	

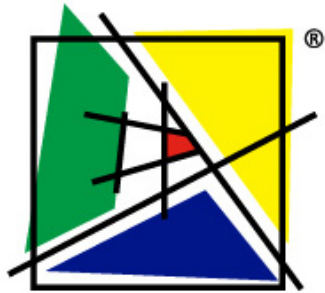
(65,329,217.78) (46,582,608.86)



midtown
HOUSTON

**MIDTOWN
AFFORDABLE
HOUSING PROGRAM**

DRAFT



midtown
H O U S T O N

**AFFORDABLE HOUSING
OPERATION CAMPUS
CHANGE ORDERS #12**

Potential Change Order

Project: One Emancipation 2 & 5 3131 Emancipation Avenue Houston, Texas 77004	Date: 10/28/2023 Project Number: 01-06073 Arch Project Number: 2020240
To: Midtown Redevelopment Authority 410 Pierce, #355 Houston, Texas 77002	PCO # Revision #: 012 - 0 Prime Contract Number: 01-06073

Title: Saddle to Disable Crash Bar
Description: CE #024 - Saddle to Disable Crash Bar
 This is to install as saddle on the crash side to disable the crash bar. Entry will not be possible from terrace side and exit will be via key only.
 Exit sign must be relocated to new egress door.

Reference:

#	Cost Code	Description	Type	Amount
1	08-400 - GLASS	Saddle to disable crash bar	Subcontract	\$ 695.00
2	16-100 - ELECTRICAL	Relocate Exit Sign to New Door	Subcontract	\$ 500.00
Subtotal:				\$1,195.00
General Conditions: 10.00% Includes Cost Type (7)				\$ 119.50
Insurance: 0.80% Includes Cost Type (7)				\$ 10.52
Fee: 3.50% Includes Cost Type (7)				\$ 46.38
Grand Total:				\$1,371.40

Time:
 The Contract time will be changed by:
 Pricing VOID if not approved by: 11/11/2023

Clarifications/Qualifications: 1. Exit sign must be relocated to adjacent curtain wall door for egress.

Attachments: [Lakeview.pdf](#)

Prepared By: Hunter Smith
D.E. Harvey Builders

Title: Assistant Project Manager

Date: 10/28/2023

Approved By: _____
Kirksey Architecture

Title: _____

Date: _____

Approved By: _____
Midtown Redevelopment Authority

Title: _____

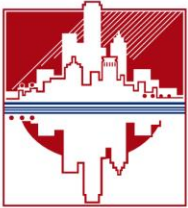
Date: _____

Approved By: _____

Title: _____

Date: _____

DRAFT



LAKEVIEW

GLASS & MIRROR, INC.

DATE: October 27, 2023
TO: Harvey Builders
ATTN: Hunter Smith
Email: hsmith@harveybuilders.com
RE: Emancipation Level 5

We Propose to Provide Materials and Labor to Furnish and Install the Following:

New

A - (1) 3'0" x 8'6" x 1/2" Glass "H" Stile Door, Standard Overhead Closer, Dummy Panic Hardware to lock into Existing Electric Strike with Keyed Access from the Balcony, Threshold and reworking existing framing.

\$13,600.00

+\$1,200 for weekend work

B – Install Stationary Saddle to Disable Crash Bar Function

\$695.00

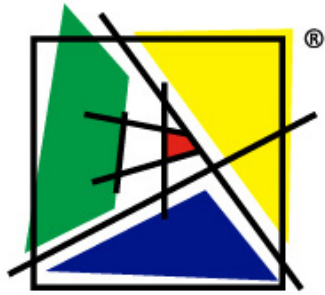
Note: Add \$1,650.00 to Either Option if the Existing Strike is Fail Secure.

EXCLUSIONS: Custom Finishes, Stainless Steel Trim, Film, Graphics, Wood Blocking, Structural Supports, Permits, Non-Elevator Hoisting, Additional Insurance, Tax, OT Work, Cleaning & Protection.

Prepared By:
Ray Horton
Project Director

Lead time is 6 weeks from field measurements

Thank You,
Lakeview Glass & Mirror, Inc.
www.lakeviewglass.com
~ Celebrating 33 Years ~
HOUSTON | AUSTIN



midtown
H O U S T O N

**AFFORDABLE HOUSING
OPERATION CAMPUS
CHANGE ORDERS #13**

D.E. Harvey Builders

3663 Briarpark Drive, Suite 101
Houston, Texas 77042

PCO#013 - 0

Phone: +17137838710

Fax:

Potential Change Order

Project: One Emancipation 2 & 5 3131 Emancipation Avenue Houston, Texas 77004	Date: 10/28/2023
	Project Number: 01-06073
	Arch Project Number: 2020240
To: Midtown Redevelopment Authority 410 Pierce, #355 Houston, Texas 77002	PCO # Revision #: 013 - 0
	Prime Contract Number: 01-06073

Title: Replace Curtain Wall Door

Description: CE #023 - Replace Curtain Wall Door

This is to replace the existing curtain wall door to egress out of the office rather than into the office. Overhead strike is figured as fail safe. If this is required to be fail secure, there will be additional cost.

Reference:

#	Cost Code	Description	Type	Amount
1	08-400 - GLASS	Replace L5 Office Curtain Wall Door	Subcontract	\$ 14,800.00
2	02-066 - PROTECTION	Protection of Existing Flooring/Cleanup	Material	\$ 455.00
Subtotal:				\$15,255.00
General Conditions: 10.00% Includes Cost Type (7)				\$ 1,525.50
Insurance: 0.80% Includes Cost Type (7)				\$ 134.24
Fee: 3.50% Includes Cost Type (7)				\$ 592.02
Grand Total:				\$17,506.76

Time:

The Contract time will be changed by:

Pricing VOID if not approved by: 11/11/2023

- Clarifications/Qualifications:
1. Overhead strike is figured as fail safe. If this is required to be fail secure, there will be additional cost.
 2. Lead time on materials is 6 weeks from field measurements.
 3. Install duration is figured as 2 days OT.
 4. Pricing does not include card reader or access control systems for door.

Attachments:

Prepared By: Hunter Smith
D.E. Harvey Builders

Title: Assistant Project Manager
Date: 10/28/2023

Approved By: _____
Kirksey Architecture

Title: _____
Date: _____

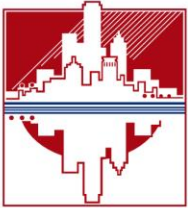
Approved By: _____
Midtown Redevelopment Authority

Title: _____
Date: _____

Approved By: _____

Title: _____
Date: _____

DRAFT



LAKEVIEW

GLASS & MIRROR, INC.

DATE: October 27, 2023
TO: Harvey Builders
ATTN: Hunter Smith
Email: hsmith@harveybuilders.com
RE: Emancipation Level 5

We Propose to Provide Materials and Labor to Furnish and Install the Following:

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A - (1) 3'0" x 8'6" x 1/2" Glass "H" Stile Door, Standard Overhead Closer, Dummy Panic Hardware to lock into Existing Electric Strike with Keyed Access from the Balcony, Threshold and reworking existing framing.
\$13,600.00 +\$1,200 for weekend work

B – Install Stationary Saddle to Disable Crash Bar Function
\$695.00

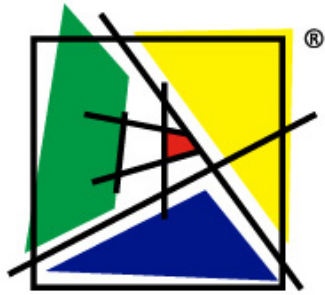
Note: Add \$1,650.00 to Either Option if the Existing Strike is Fail Secure.

EXCLUSIONS: Custom Finishes, Stainless Steel Trim, Film, Graphics, Wood Blocking, Structural Supports, Permits, Non-Elevator Hoisting, Additional Insurance, Tax, OT Work, Cleaning & Protection.

Lead time is 6 weeks from field measurements

Prepared By:
Ray Horton
Project Director

Thank You,
Lakeview Glass & Mirror, Inc.
www.lakeviewglass.com
~ Celebrating 33 Years ~
HOUSTON | AUSTIN



midtown
H O U S T O N

**AFFORDABLE HOUSING
RECCOMENDATION**

ccppi
center for civic & public policy improvement

To: Matt Thibodeaux

From: Garnet Coleman and Affordable Housing Consultant Advisory Group (AHCAG)

CC: Peggy Foreman

Date: November 25, 2023

Re: Single Family Application Round One Recommendations

On June 1, 2023, Guidelines for submitting Applications for the Development of Single-Family Homes was posted on the CCPPI website and distributed to developers. Ninety-four (94) lots were made available for this opportunity. A Pre-Application virtual call was held on June 28, 2023 with sixty-eight (68) interested parties attending. By August 10, 2023, eleven (11) Applications were received with seventy-one (71) of the lots being requested by one or more applicants. Initial reviews were completed and clarifications from applicants were requested and received the week of August 28, 2023.

The AHCAG evaluated the Applications and clarification responses based on the twelve criteria listed in the Guidelines which included Project Description, Development Experience, Roles and Responsibilities of Applicant Personnel, Affordability, Financial Feasibility, Project Plans and Timing. Each proposal was reviewed and scored by the evaluation group based on the criteria included in the Guidelines. Seven (7) of the applicants were determined to be responsive to the requests for information about lots proposed for selection, as well as the type of house to be constructed on each lot.

The Guidelines indicated that MRA and CCPPI reserved the right to enter into negotiations with one or more applicants of its choice, and to negotiate terms of the Application based on Section 12 of the Guidelines. Due to the current high mortgage interest rates, the valuation of properties by HCAD and the resulting higher taxes for homebuyers, the AHCAG negotiated with the seven (7) applicants. Negotiations included (1) determination of the most competitive offer for each lot, (2) achievement of lower home sales prices through the reduction of square footage, and/or reduction of garage sizes (from two to one car garage or to no garage at all) and (3) other means deemed appropriate. The work with the seven (7) Applicants developers resulted in responses from each - - Houston Habitat for Humanity, Change Happens CDC, Fifth Ward CRC, The Burghli Group, Epic Homes, Titanium Builders, and LIN Development. One builder advised that economies of scale did not allow reduction of prices for the three (3) lots for which it submitted an offer deemed competitive. As a result of the negotiations, the following listing of recommendations for the award of forty-eight (48) lots to six (6) Applicants is being made. The award of these lots will result in the construction of fifty (50) single-family homes for qualifying households.

Single Family Application Round One Recommendations

November 15, 2023

Page 2

The following is a listing of the recommendations being made:

1. HOUSTON HABITAT FOR HUMANITY:
Four (4) lots for 2 bedrooms/2 baths/1 car garage priced at \$175,000
Thirteen (13) lots for 3 bedrooms/2 baths/1 car garage priced at \$188,989
2. CHANGE HAPPENS CDC:
Twelve (12) lots for 3 bedrooms/2.5baths/2 car garage priced at \$220,965
3. FIFTH WARD COMMUNITY REDEVELOPMENT CORPORATION:
Five (5) Lots for 3 bedrooms/2 baths/1 car garage priced at \$219,000
4. LIN DEVELOPMENT:
Three (3) lots for 3 bedrooms/2 baths/1 car garage priced at \$218,500
5. EPIC HOMES HOUSTON:
Two (2) lots that will be replated with two 2 bedrooms/2 baths/1car garage homes built on each priced at \$188,000.
Three (3) lots for 3 bedrooms/2 baths/2 car garage priced at \$199,000.
6. TITANIUM BUILDERS:
SIX (6) lots for 3 bedrooms/2 baths/2 car garage priced at \$207,542

Recommendation: Approval to finalize negotiations for the award of forty-eight (48) lots to Applicants identified above for construction of fifty (50) homes described above, including negotiation and execution of appropriate development agreements.

Your consideration of this recommendation is requested and the AHCAG is available and ready to address any questions or concerns you may have.

EXHIBIT 1

HOUSTON HABITAT FOR HUMANITY

DRAFT

EXHIBIT C
APPLICANT INFORMATION WORKSHEET

Name of Applicant: Houston Habitat for Humanity

Contact Individual: Kevin Vargas

Applicant Address: 3750 N McCarty St, Houston, TX 77029

Applicant Telephone: 713-671-9993 x234

Applicant Email Address: kvargas@houstonhabitat.org

URL (web address) if any: www.houstonhabitat.org

Name of Builder (if different from Applicant): _____

Authorized Signatory: Allison Hay

DRAFT

ARTICLES OF INCORPORATION

OF

HOUSTON HABITAT for HUMANITY, INC.

FILED
In the Office of the
Secretary of State of Texas

JAN 15 1987

Clerk I-B
Corporations Section

We, The undersigned natural persons, at least two of whom are citizens of the State of Texas, and who are of the age of eighteen (18) years or more, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles Of Incorporation for such corporation:

ARTICLE ONE

The name of the corporation is "Houston Habitat for Humanity, Inc."

ARTICLE TWO

The corporation is a non-profit organization.

ARTICLE THREE

The period of its duration is perpetual.

ARTICLE FOUR

The corporation is organized exclusively for charitable purposes as established in Section 501 (c)(3) of the Internal Revenue Code of 1954, as appended. Specific purposes of the corporation are:

(a) to implement the Gospel of Jesus Christ in the Houston area, throughout the United States, and around the world by working with economically disadvantaged people to help them create a better human habitat in which to live and work.

(b) To cooperate with other charitable organizations, through grants and otherwise, which are working to develop a better habitat for economically disadvantaged people.

(c) To communicate the Gospel of Jesus Christ by means of the spoken word, and by distribution of Bibles and other Christian literature.

(d) to make and execute such contracts, leases, options, loans or other arrangements as may be necessary to carry out the foregoing purposes, to sponsor campaigns and solicitations, to acquire and secure property, real, personal or mixed, and funds, from donations, contributions, grants, bequests, fees or charges and other lawful means, to be expended to accomplish the above set out purposes and to take any other actions

authorized by the Texas Non-Profit Corporation Act; provided, however, in no event shall the corporation engage in any activity which is not permitted for a qualified entity under the provisions of Section 501(c) (3) of the Internal Revenue Code of 1954, as amended.

ARTICLE FIVE

1

No part of the earning of the corporation shall inure to the benefit of any director of the corporation, officer of the corporation or any private individual, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered to or for the corporation and to make payments and distributions in furtherance of the purposes set forth in Article Four hereof. No director or officer of the corporation, or any private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the corporation. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

2

Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue law) or (b) by a corporation, contributions to which are deductible under Section 170 (c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue law

ARTICLE SIX

The street address of the initial registered office of the corporation is 8561 Long Point Road, Suite 200, Houston, Texas 77055, and the name of its initial registered agent at such address is W. C. French.

ARTICLE SEVEN

The number of directors constituting the initial board of directors of the corporation is three (3), and the names and addresses of such persons, who are the same as the incorporators of the corporation, are as follows:

1. Gene Antill
P. O. Box 270411
Houston, Texas 77277-0411
2. Thomas Sayre
P. O. Box 270411
Houston, Texas 77277-0411
3. David Red
P. O. Box 270411
Houston, Texas 77277-0411

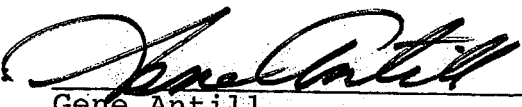
ARTICLE EIGHT

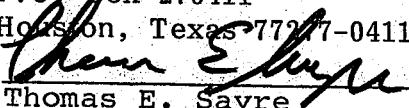
The initial board of directors will accept bylaws to provide for terms of office and election of officers of the corporation and for terms of office and election of the succeeding boards of directors as well as the method and manner of conducting the affairs of the corporation.

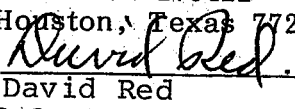
ARTICLE NINE

Upon the dissolution of the corporation, the board of directors shall, after paying or making provision for the payment of all liabilities of the corporation, dispose of all the assets of the corporation exclusively for the purposes of the corporation in such a manner or to such organization or organizations organized and operated exclusively for charitable, education, religious, or scientific purposes as shall at the time qualify as an exempt organization or organization under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue law), as the board of directors shall determine. Any such assets not so disposed of shall be disposed of by the court having jurisdiction in Harris County, Texas, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

IN WITNESS WHEREOF, we have hereunto set our hands, this sixth day of January, 1987.

By: 
Gene Antill
P.O. Box 270411
Houston, Texas 77277-0411

By: 
Thomas E. Sayre
P.O. Box 270411
Houston, Texas 77277-0411

By: 
David Red
P.O. Box 270411
Houston, Texas 77277-0411

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

I, the undersigned Notary Public in said state, do hereby certify on this 5TH day of JANUARY, 1987, personally appeared before me Gene Antill, Thomas E. Sayers, and David Red, Incorporators, who being duly sworn and on their several oaths, severally declared that they are the persons who signed the foregoing document as Incorporators, and that the statements therein contained are true.

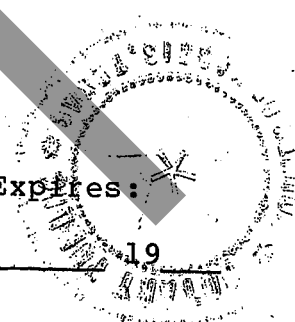
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.



NOTARY PUBLIC, State of Texas

My Commission Expires:

(printed name of Notary)



W. C. FRENCH
Notary Public, State of Texas
My Commission Expires December 15, 1990
Bonded by Lovett Agency, Lawyers Surety Corp.

DRAFT

PROPERTY DESCRIPTION										Houston Habitat for Humanity						
ID#	HCAD NUMBER	ADDRESS	SQ_FT	Sales Price	House Total SF	Sales Price Per SF	Constr Costs	Constr Costs Per SF	# Bedrooms	# Bathrooms	Garage	Below 100% AMI (yes or no)				
21	0513120000005	3318 WEBSTER ST	3998.45	\$188,998	1,623	\$ 116.45	\$ 136,838	\$ 84.31	3	2	1	Y				
27	0513150000009	3428 WEBSTER ST	3987.15	\$ 188,998	1,623	\$ 116.45	\$ 136,838	\$ 84.31	3	2	1	Y				
16	0513150000014	3411 HADLEY ST	4018.47	\$ 188,998	1,623	\$ 116.45	\$ 136,838	\$ 84.31	3	2	1	Y				
18	0513110000016	3319 WEBSTER ST	4027.37	\$ 188,998	1,623	\$ 116.45	\$ 136,838	\$ 84.31	3	2	1	Y				
20	0372120000006	3201 MCILHENNY ST	5000.00	\$ 188,998	1,623	\$ 116.45	\$ 136,838	\$ 84.31	3	2	1	Y				
23	0513150000018	3423 HADLEY ST	4023.84	\$ 188,998	1,623	\$ 116.45	\$ 136,838	\$ 84.31	3	2	1	Y				
25	0372210000005	3202 MCILHENNY ST	5032.31	\$ 188,998	1,623	\$ 116.45	\$ 36,838	\$ 84.31	3	2	1	Y				
28	0513150000007	0 WEBSTER ST	3978.09	\$ 188,998	1,623	\$ 116.45	\$ 136,838	\$ 84.31	3	2	1	Y				
29	0372240000002	3234 BREMOND ST	4973.58	\$ 188,998	1,623	\$ 116.45	\$ 136,838	\$ 84.31	3	2	1	Y				
38	0513140000007	3407 WEBSTER ST	4018.8	\$ 188,998	1,623	\$ 116.45	\$ 136,838	\$ 84.31	3	2	1	Y				
39	0513130000011	3335 MCILHENNY ST	4000.44	\$ 188,998	1,623	\$ 116.45	\$ 136,838	\$ 84.31	3	2	1	Y				
50	0372590000007	3318 BREMOND ST	4994.18	\$ 188,998	1,623	\$ 116.45	\$ 136,838	\$ 84.31	3	2	1	Y				
86	0513160000002	3406 HADLEY ST	4083.74	\$ 188,998	1,623	\$ 116.45	\$ 136,838	\$ 84.31	3	2	1	Y				
19	0372210000008	3229 BREMOND ST	5021.24	\$175,000	1,400	\$ 125.00	\$ 86.45	\$ 86.45	2	2	1	Y				
22	0513130000005	3318 HADLEY ST	3992.69	\$ 175,000	1,400	\$ 125.00	\$ 86.45	\$ 86.45	2	2	1	Y				
24	0513140000008	3411 WEBSTER ST	4599.26	\$ 175,000	1,400	\$ 125.00	\$ 86.45	\$ 86.45	2	2	1	Y				
26	0513150000015	3415 HADLEY ST	4031.43	\$ 175,000	1,400	\$ 125.00	\$ 86.45	\$ 86.45	2	2	1	Y				



Houston Habitat
for Humanity, Inc.
3750 N. McCarty
Houston, Texas
77029

713-671-9993

FLOOR PLAN
Houston TX,

PLAN TYPE:

HART - 3
3 BR/2B
LEFT GARAGE

REV. DATE:

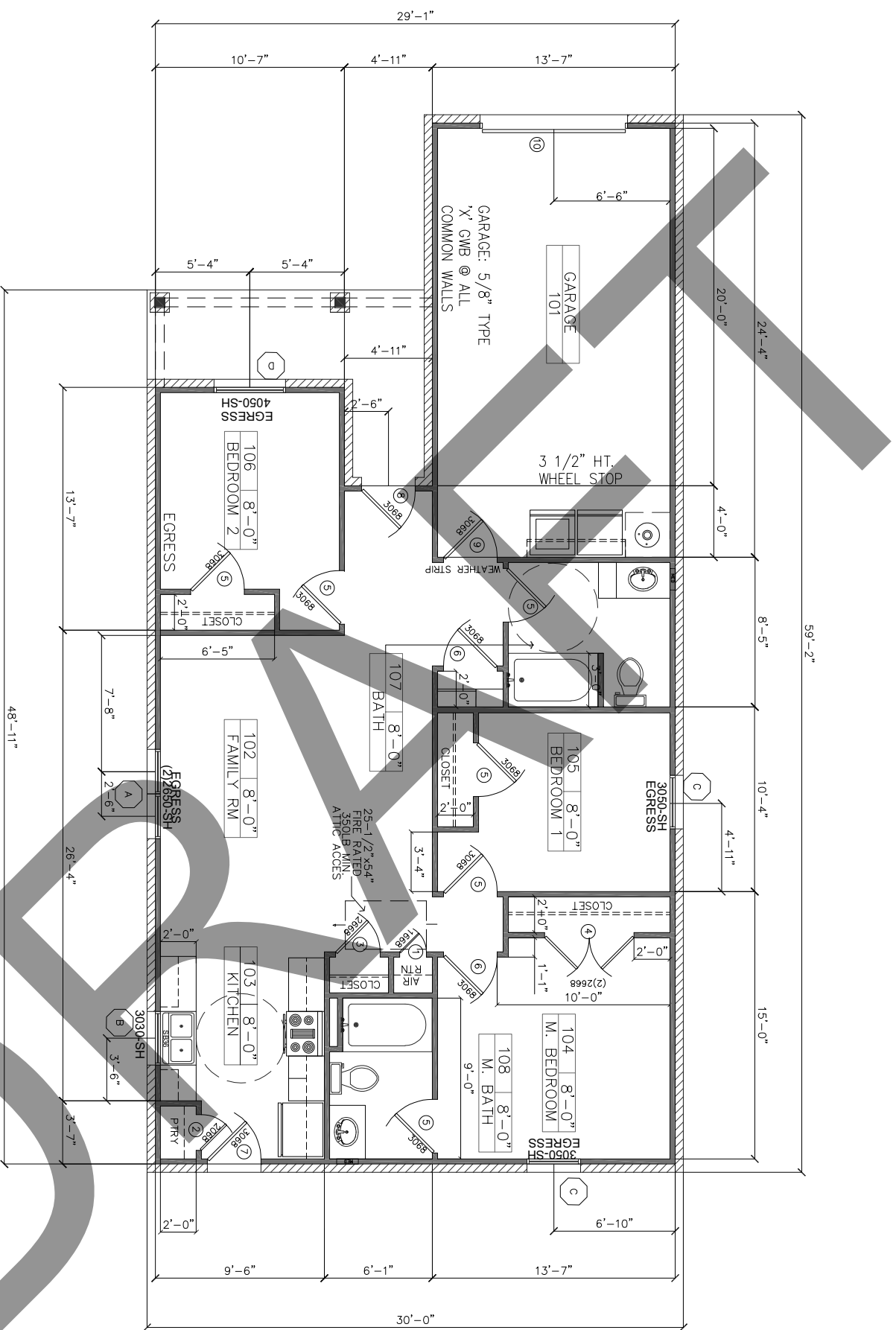
1	
2	
3	

THIS DRAWING IS THE PROPERTY OF HOUSTON HABITAT FOR HUMANITY, INC. THE USE OF THIS DRAWING WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HHHF IS PROHIBITED.

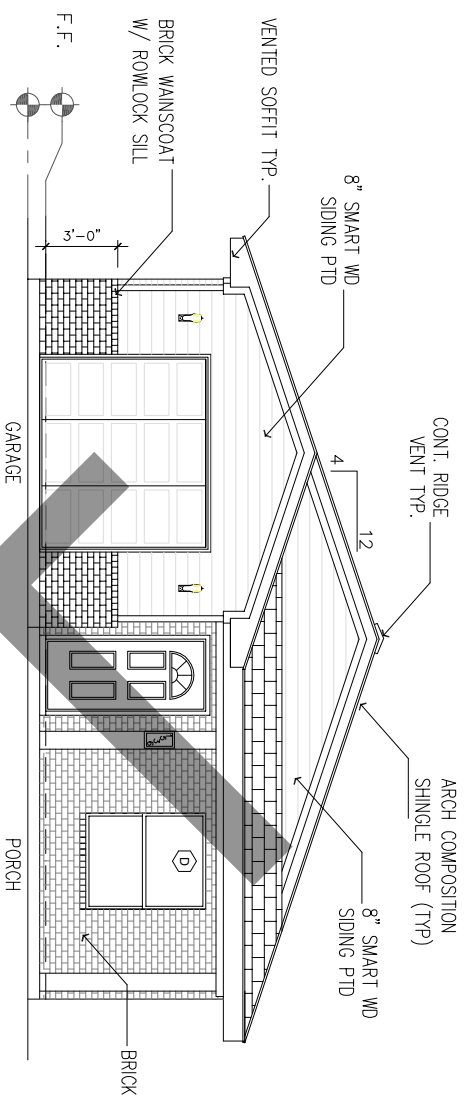
PLANS BY: HHHH
REVIEWED BY: HHHH
INITIAL DATE: 06/2022

A.1

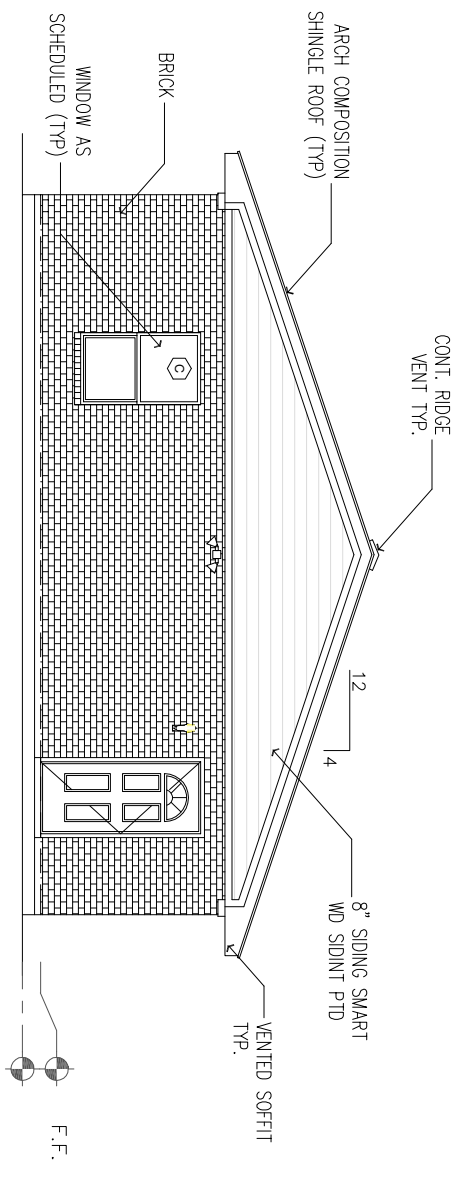
SHT 3 OF 9



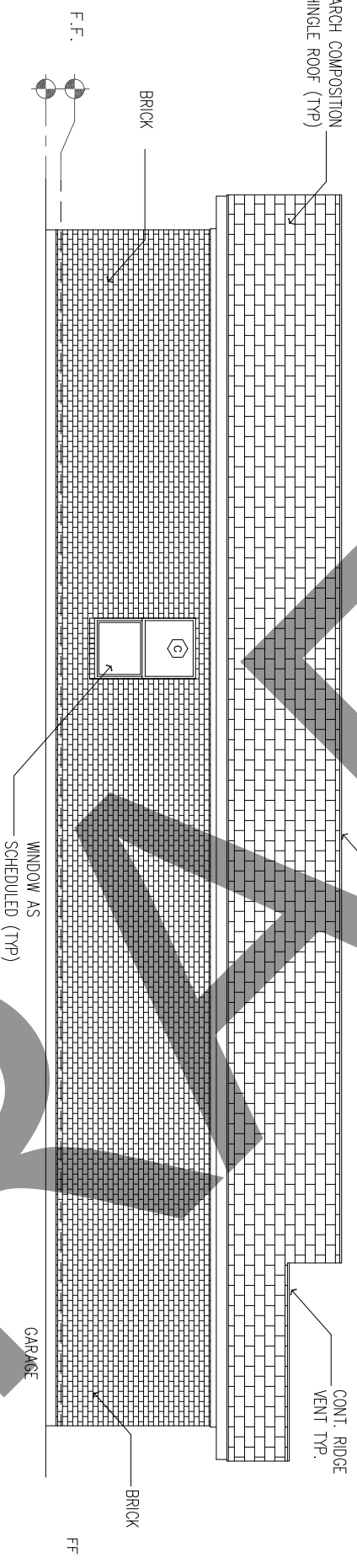
1 FLOOR PLAN
SCALE: 1/8" = 1'-0"



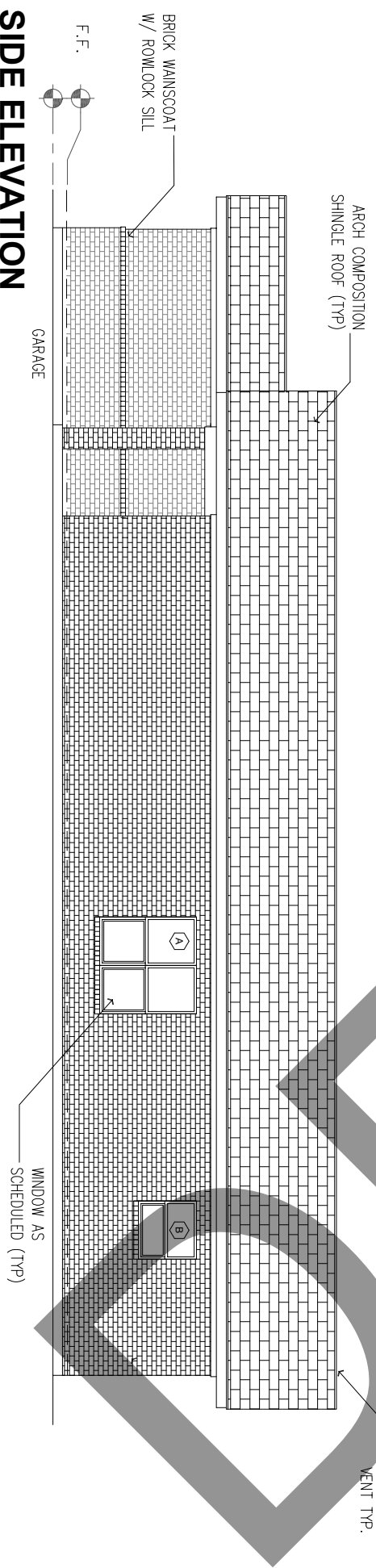
1 FRONT ELEVATION
SCALE: 1/8" = 1'-0"



2 REAR ELEVATION
SCALE: 1/8" = 1'-0"



3 LEFT SIDE ELEVATION
SCALE: 1/8" = 1'-0"



4 RIGHT SIDE ELEVATION
SCALE: 1/8" = 1'-0"



Houston Habitat for Humanity, Inc.
3750 N. McCarty
Houston, Texas
77029
713-671-9993

EXTERIOR ELEVATIONS
Houston TX,

PLAN TYPE:
HART - 3
3 BR/2B
LEFT GARAGE

REV.	DATE
1	
2	
3	

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PLANS BY: HHHH
REVIEWED BY: HHHH
INITIAL DATE: 08/2022
A.2
SHT 4 OF 9

HOUSTON HABITAT
 FIXTURES AND FINISHES

Design Feature	Floor Plan Name/Number	Floor Plan Name/Number
	Hart 3	Hart 2
	Material	Material
Countertop, Kitchen	Wilsonart Laminate	Wilsonart Laminate
Countertop, Bathrooms & Powder Rooms	Wilsonart Laminate	Wilsonart Laminate
Flooring, Bedrooms	Vinyl plank	Vinyl plank
Flooring, Living Room	Vinyl plank	Vinyl plank
Flooring, Dining Room	Vinyl plank	Vinyl plank
Flooring, Bathrooms & Powder Rooms	Vinyl plank	Vinyl plank
Doors, Interior (Type)	Fiberboard HC	Fiberboard HC
Doors, Exterior (Type)	Fiberglass	Fiberglass
Tub Type in Primary Bedroom	Fiberglass	Fiberglass
Tub Type in Other Bathrooms	Fiberglass	Fiberglass
Shower Separate in Primary Bedroom? Yes or No	No.	No.
Shower Separate in Other Bathroom? Yes or No	No.	No.
Kitchen Appliances, List Items to be Included	Fridge, stove, Rangehood.	Fridge, stove, rangehood.
Any Rooms with Ceiling Fans? If yes, list which rooms.	All bedrooms and living room	All bedrooms and living room
Crown Molding in any Rooms? If yes, list which rooms.	No.	No.
Chair Rails or any other molding? If yes, list which rooms.	No.	No.
Alarm System Included? Yes or No	Yes	Yes
Water Heater, Tank Size or Tankless?	Water Heater	Water Heater
Siding, Front Elevation: Masonry, Hardie, Combo?	Siding and Brick	Siding and Brick
Siding, Side & Rear Elevations: Masonry, Hardie, Combo?	Brick	Brick
Stairs, Wood or Wrought Iron Banisters & Balusters?	No.	No.
Architectural Features? List any Vaulted Ceilings, Columns, Arches, Built-Ins, etc.	No.	No.
Fireplace? Yes or No	No.	No.

DRAFT

EXHIBIT 2

CHANGE HAPPENS CDC

DRAFT

**EXHIBIT C
APPLICANT INFORMATION WORKSHEET**

Name of Applicant: Change Happens Community Development Corporation

Contact Individual: Leslie Smith II

Applicant Address: 3353 Elgin Street

Applicant Telephone: 713-254-6813

Applicant Email Address: lsmith@changehappenscdc.org

URL (web address) if any: www.changehappenscdc.org

Name of Builder (if different from Applicant): _____

Authorized Signatory: 

DRAFT

Articles of Incorporation
of

Change Happens Community Development Corporation
(Change Happens CDC)

FILED
In the Office of the
Secretary of State of Texas

MAR 03 2003

Corporations Section

We the undersigned persons over the age of eighteen (18) years or more are citizens of the State of Texas, acting as incorporators of a Non-Profit Corporation under the Non-Profit Corporation laws of the State of Texas, do hereby adopt the following Articles of Incorporation for said Corporation. The members of the initial Board of Directors adopted the following Articles of Incorporation.

ARTICLE ONE

L.S.
A.A. The name of the Corporation is "Change Happens Community Development Corporation" (Change Happens CDC). The DBA will be Change Happens CDC.

ARTICLE TWO

The Corporation is a Non-Profit Corporation.

ARTICLE THREE

The street address of the initial registered office of the Corporation is 4838 Caris Street, Houston, Texas 77091-4512. The name and address of the initial registered agent is Rev. Leslie Smith II at 4838 Caris Street, Houston, Texas 77091-4512.

ARTICLE FOUR

The period of its duration is perpetual.

ARTICLE FIVE

The purpose for which the Corporation is organized exclusively is for charitable and educational purposes within the meaning of this section 501(c)(3) of the Internal Revenue Code, as amended, and the making of distributions to organizations that qualify as exempt organizations under section 501(C)(3) of the Internal Revenue Code or the corresponding provision of any future federal tax code. This said corporation will-

- a. Develop low to moderate income apartments, homes, centers and shelters in Third Ward, Fifth Ward and Acreage Home which will include a transitional living and learning center for at-risk youth and adults, a homeless shelter for adults, an emergency shelter for teens, a HIV/AIDS housing and learning center and any other type of housing that will meet the needs of persons who are defined as at-risk, with barriers or living at or below poverty level.
- b. Develop office space rentals for neighborhood Community-Based Organizations (CBOs) and Faith-Based entities in Third Ward, Fifth Ward and Acreage Home.
- c. Develop an Educational Learning Center and a Recreational Center that will provide the vehicle to train at-risk children, adolescents, adults and seniors through programs designed for pre-k through seniors and educate children and adolescents through sports in the areas of alternative and mainstream

educational experiences that include before/after school programs, tutoring and mentoring, youth and adult life skills training programs, basic and technical skills training for youth and adults and any other related training and educational programs for at-risk persons, persons with barriers, or those persons with low income or who are at poverty level.

- d. Implement health related programs, supportive social services and counseling for low-income persons and/or at-risk persons living in the low to moderate income apartments or homes, transitional living center, homeless shelter or emergency shelters.

ARTICLE SIX

The minimum number of Directors constituting the initial Board of Directors shall be three (3). The corporation will not have voting or non-voting members, stockholders or stakeholders. The names and addresses of the persons who will serve as the initial Board of Directors are as follows:

Mr. Emanuel Gaines
10802 McClearen
Houston, Texas 77096

Ms. Sondera Malry
12502 South Garden
Houston, Texas 77071

Ms. Riva Okonkwo
16630 Highlander Drive
Houston, Texas 77082

ARTICLE SEVEN

In accordance with and in addition to the powers conferred by the laws of the State of Texas, the Non-Profit Corporation shall have the following powers:

- A. To receive and accept gifts of money and property and to hold the same for any of the purposes of the corporation and its works.
- B. To raise and assist in raising funds for the purposes herein set forth, including the issuance of bonds or other instruments of credit.
- C. To acquire, own, lease, mortgage and dispose of property both real and personal.

ARTICLE EIGHT

This organization is not a private foundation and is specifically included in section 509 (a) (1) of the Internal Revenue Code as a publicly supported charitable organization, providing a direct service to the general public, and actively functioning in a supporting relationship to other 501(c) (3) organizations.

The organization shall also normally seek to receive at least one-third of its total support from contributions made directly or indirectly by the general public, and contributions from these sources should be substantial. The organization shall seek to attract new and additional

public and/or governmental support on a continuous basis; the providing seed money sufficient to enable it to fund its charitable activities and expand its solicitation program.

ARTICLE NINE

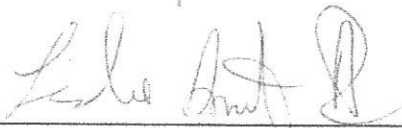
This Corporation is not organized for the pecuniary profit of its Directors or Officers, nor may it issue stock, nor distribute dividends, and no part of the property of this Corporation or the income therefrom shall inure to the benefit of any Member, Director, or Officer(s) of the Corporation, or any private individual except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payment and distributions in furtherance of the purposes set forth in article five hereof. Board members are not compensated for their services on the Board of Directors.

No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these articles, the Corporation shall not conduct or carry on any other activities not permitted to be conducted or carried on by an organization exempt from taxation under section 501(c) (3) of the Internal Revenue Code, and its regulations as they now exist or as they may hereafter be amended, or by an organization's contributions to which are deductible under section 170(C) (2) of the Internal Revenue Code and Regulations as they now exist or as they may hereafter be amended.

ARTICLE TEN

In the event of the dissolution of the Corporation, or in the event that it should cease to carry out the objectives and purposes herein set forth, all of the business property and assets of the Corporation shall be distributed to one or more non-profit Corporations qualifying as an organization exempt under the provisions of section 501(c) (3) of the Internal Revenue Code, as amended or any superseding statute thereof, and as an organization qualifying as a public charity under the provisions of section 509 (a) (1) or 509 (a) (2) of the Internal Revenue Code as amended or any superseding statute as the Directors or Directors of the Corporation may select and designate, and in no event shall any of said assets or property, in the event of dissolution thereof, go or be distributed to members, either for the reimbursement of any sum subscribed, donated or contributed by such members or for any other such purpose. Any such assets not so disposed of shall be disposed of by the district court of the county in which the principal office of the Corporation is located, exclusively for such purposes, or the organizations as said court shall determine, which are organized and operated exclusively for such purposes.

In witness whereof, I have hereunto subscribed my name this 28th day of February, 2003.

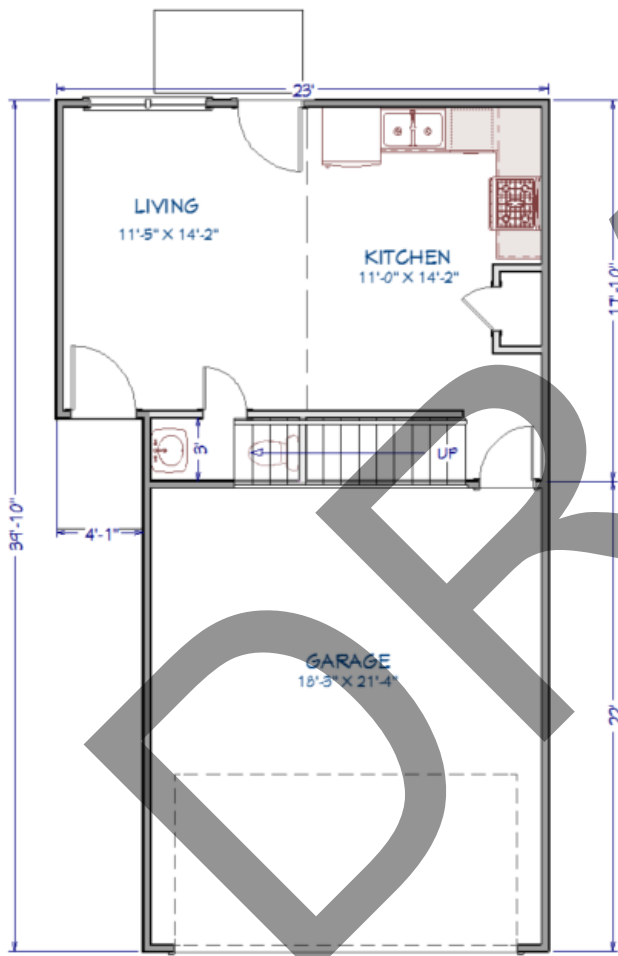


Rev. Leslie Smith II, Incorporator

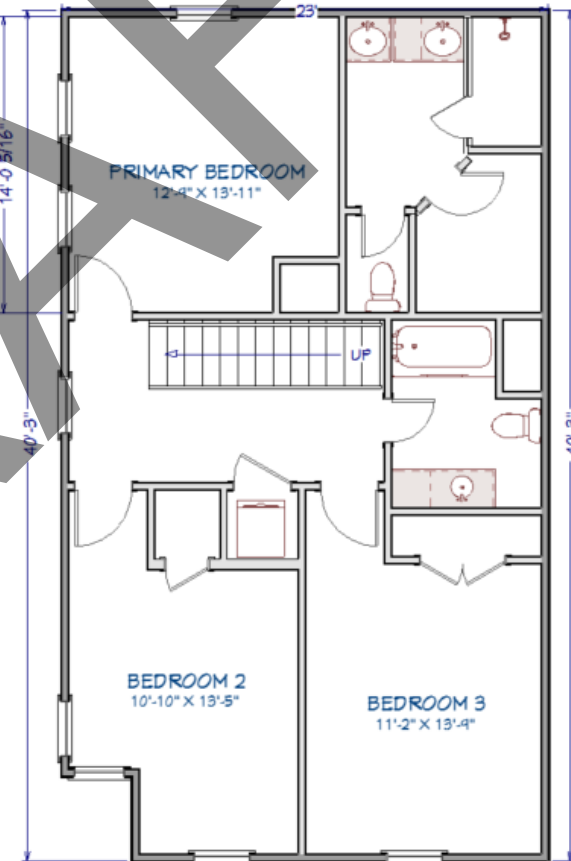
PROPERTY DESCRIPTION		Change Happens										
ID#	HCAD NUMBER	ADDRESS	SQ_FT	Sales Price	House Total SF	Sales Price Per SF	Constr Costs Per SF	Home Plan Type	# Bedrooms	# Bathrooms	Garage	Below 100% AMI (yes or no)
30	0510260000029	3218 TUAM ST	4970.47	\$ 220,965	1,704	\$ 129.67	\$ 86.67	5	3	2.5	2	Y
31	0372480000012	3413 BEULAH ST	5058.00	\$ 220,965	1,704	\$ 129.67	\$ 86.67	2	3	2.5	2	N
41	0510370000012	3317 BEULAH ST	4940.64	\$ 220,965	1,704	\$ 129.67	\$ 86.67	5	3	2.5	2	Y
42	0372560000014	3425 DREW ST	5003.92	\$ 220,965	1,704	\$ 129.67	\$ 86.67	2	3	2.5	2	N
46	0510440000012	3247 FRANCIS ST	5023.4	\$ 220,965	1,704	\$ 129.67	\$ 86.67	5	3	2.5	2	Y
48	0372560000015	3427 DREW ST	5015.41	\$ 220,965	1,704	\$ 129.67	\$ 86.67	2	3	2.5	2	N
55	0372350000007	3309 DREW ST	5014.69	\$ 220,965	1,704	\$ 129.67	\$ 86.67	5	3	2.5	2	Y
69	0510260000016	3205 ANITA ST	5027.59	\$ 220,965	1,704	\$ 129.67	\$ 86.67	2	3	2.5	2	N
70	0510370000010	3325 BEULAH ST	4854.82	\$ 220,965	1,704	\$ 129.67	\$ 86.67	5	3	2.5	2	Y
73	0510280000016	0 ROSALIE ST	5070.43	\$ 220,965	1,704	\$ 129.67	\$ 86.67	5	3	2.5	2	Y
75	0530140000003	3250 FRANCIS ST	4321.20	\$ 220,965	1,704	\$ 129.67	\$ 86.67	5	3	2.5	2	Y
85	0510290000008	3220 ANITA ST	3954.94	\$ 220,965	1,704	\$ 129.67	\$ 86.67	5	3	2.5	2	Y



Total Area – 1704 SF
First Floor – 403 SF
2nd Floor – 912 SF
Patios – 56 SF
Garage – 389 SF
Slab – 749 SF



First Floor
Living Area
403 SF



Second Floor
Living Area
912 SF

CHANGE HAPPENS CDC
 FIXTURES AND FINISHES

Floor Plan Name/Number	
1704	
Design Feature	Material
Countertop, Kitchen	Granite
Countertop, Bathrooms & Powder Rooms	Granite
Flooring, Bedrooms	Carpet
Flooring, Living Room	Laminate Wood
Flooring, Dining Room	Laminate Wood
Flooring, Bathrooms & Powder Rooms	Tile
Doors, Interior (Type)	Hollow Wood
Doors, Exterior (Type)	Solid Wood
Tub Type in Primary Bedroom	Standup Shower, No Tub
Tub Type in Other Bathrooms	Acrylic
Shower Separate in Primary Bedroom? Yes or No	Just a Shower
Shower Separate in Other Bathroom? Yes or No	No
Kitchen Appliances, List Items to be Included	Stove, Microwave, Fridge, Dishwasher
Any Rooms with Ceiling Fans? If yes, list which rooms.	Bedrooms and Living Room
Crown Molding in any Rooms? If yes, list which rooms.	No Crown
Chair Rails or any other molding? If yes, list which rooms.	No Chair Rails
Alarm System Included? Yes or No	Wired but no System Included
Water Heater, Tank Size or Tankless?	40 gallon Standard
Siding, Front Elevation: Masonry, Hardie, Combo?	Hardie
Siding, Side & Rear Elevations: Masonry, Hardie, Combo?	Hardie
Stairs, Wood or Wrought Iron Banisters & Balusters?	No Stairs, One Story
Architectural Features? List any Vaulted Ceilings, Columns, Arches, Built-Ins, etc.	No Features
Fireplace? Yes or No	No

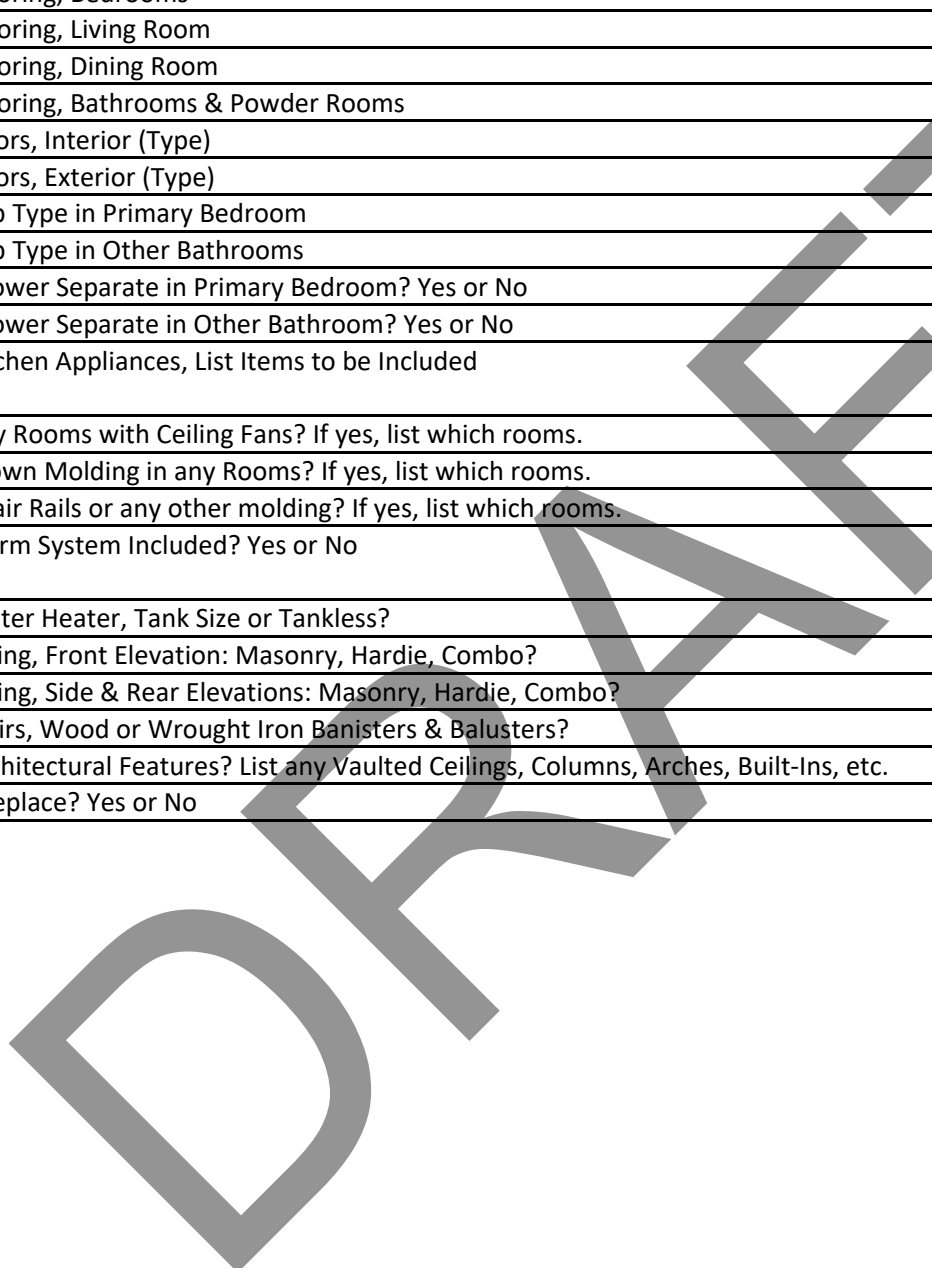


EXHIBIT 3

FIFTH WARD COMMUNITY
REDEVELOPMENT CORPORATION

EXHIBIT C
APPLICANT INFORMATION WORKSHEET

Name of Applicant: Fifth Ward Community Redevelopment Corporation

Contact Individual: Kathy Payton

Applicant Address: 4300 Lyons Avenue, Suite 300

Applicant Telephone: (713) 674-0175

Applicant Email Address: kpayton@fifthwardcrc.org

URL (web address) if any: www.fifthwardcrc.org

Name of Builder (if different from Applicant): Burghli, Mayberry, DuraPro

Authorized Signatory: 

DRAFT

FILED
In the Office of the
Secretary of State of Texas

APR 21 1989

Corporations Section

ARTICLES OF INCORPORATION

OF

FIFTH WARD COMMUNITY REDEVELOPMENT CORPORATION

We, the undersigned natural persons of the age of eighteen (18) years or more, at least two (2) of whom are citizens of the State of Texas, acting as Incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

Name

The name of the corporation is Fifth Ward Community Redevelopment Corporation.

ARTICLE II

Non-Profit Corporation

The corporation is a non-profit corporation.

ARTICLE IIIDuration

The period of its duration is perpetual.

ARTICLE IVPurposes

The purpose for which the corporation is organized is to specifically identify and pursue projects, primarily physical, within a defined area for community improvement in the areas of housing, security, beautification, and economic revitalization to provide services, jobs, and training to the residents of the Fifth Ward and North East Houston. The boundaries of the Fifth Ward are Jensen to the west, Sakowitz to the east, Interstate 10 to the south and Cavalcade to the north.

The foregoing statement of purposes shall be construed as a statement of both purpose and powers, and the purposes and powers stated in each clause shall, except where otherwise expressed, be in no way limited or restricted by any reference to or inference from the terms or provisions of any other clause, but shall be regarded as independent purposes and powers.

Notwithstanding any other provisions of these Articles of Incorporation, the corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from taxation under Section 501(c) (3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter

be amended, or by an organization, contributions to which are deductible under Section 170(c) (2) of the Internal Revenue Code and Regulations as they now exist or as they may hereafter be amended.

This corporation is organized pursuant to the Texas Non-Profit Corporation Act, and does not contemplate pecuniary gain or profit to the members thereof and is organized for non-profit purposes.

ARTICLE V

Initial Registered Office and Agent

The street address of the initial registered office of the corporation is Pleasant Hill Baptist Church, 1510 Pannell Houston, Texas, 77020, and the name of its initial registered agent at the office is Reverend Harvey Clemons, Jr.

ARTICLE VI

Limitation of Powers

No part of the net earning of the corporation shall inure to the benefit of or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article IV hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the corporation shall

not participate in, or intervene in (including the publishing or distribution of from Federal Income Tax under Section 501(c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law); or (b) by a corporation, contributions to which are deductible under Section 170(c) (2) of the Internal Revenue code of 1954 (or the corresponding provisions of any future United States Internal Revenue Law).

ARTICLE VII

DISSOLUTION

Upon the dissolution of the corporation, the Board of Trustees shall, after paying or making provisions for the payment of all the liabilities and obligations of the corporation, dispose of any and all of the assets of the corporation exclusively for charitable, educational, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), as the Board of Trustees shall determine. Any such assets not so disposed of shall be disposed of by the Court having jurisdiction in the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE VIIIBoard of Trustees

The number of trustees constituting the organizing Board of Trustees of the corporation is four (4), and they shall serve in this capacity only until a full Board of Trustees has been installed in accordance with the by-laws. The names and addresses of the persons who are to serve as the organizing trustees are:

NAME:	ADDRESS:
Rev. Harvey Clemons, Jr.	1510 Pannell Houston, Texas 77020
Mr. Carl Umland	13518 Queensbury Houston, Texas 77079
Mr. Bob Chapman Treasurer	1319 Dulock Houston, Texas 77055
Ms. Anna Curtis Secretary	4802 Lockwood Dr. Houston, Texas 77026
Ms. N. Joyce Punch	2711 Bringhurst Houston, Texas 77026

ARTICLE IXBy-laws

The by-laws of the corporation shall be adopted by its Board of Trustees. The power to alter, amend or repeal the by-laws or to adopt new by-laws shall be vested in the Board of Trustees.

ARTICLE X

Incorporators

The name and street address of each incorporator is:

NAMES:

ADDRESSES:

Rev. Harvey Clemons, Jr.

1510 Pannell
Houston, Texas 77020

Mr. Carl Umland

13518 Queensbury
Houston, Texas 77079

Mr. Bob Chapman

1319 Dulock
Houston, Texas 77055

Ms. Anna Curtis
Secretary

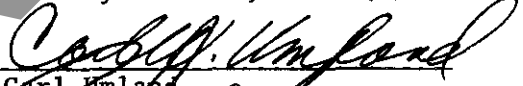
4802 Lockwood
Houston, Texas 77026

Isadora J. Wyndon


1618 Pannell
Houston, Texas 77020

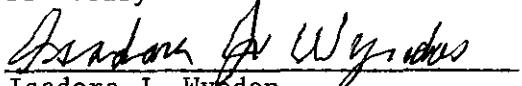
IN WITNESS WHEREOF, we have hereunto set our hands, this
10th day of April, 1989.


Rev. Harvey Clemons, Jr.


Mr. Carl Umland


Mr. Bob Chapman


Ms. Anna Curtis
Secretary


Isadora J. Wyndon

STATE OF TEXAS

COUNTY OF HARRIS

I, a Notary Public, do hereby certify that on this 10th day of April, 1989, personally appeared before me Rev. Harvey Clemons, Jr., Mr. Carl Umland, Mr. Bob Chapman, Ms. Anna Curtis and Isadora J. Wyndon who being by me first duly sworn, severally declared that they are the persons who signed the foregoing documents as incorporators, and that the statements contained therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day and year above written.

Demetris L. Hemphill
Notary Public in and for State
of Texas, Harris County, Texas.

Seal

My Commission Expires:

August 19, 1991

Demetris L. Hemphill
Printed Name of Notary

DR

FILED
in the Office of the
Secretary of State of Texas

MAY 19 1994

Corporations Section

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
FIFTH WARD COMMUNITY REDEVELOPMENT CORPORATION

Pursuant to the provisions of Article 1396-403 of the Texas Non-Profit Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

ARTICLE I

The current name of the corporation is Fifth Ward Community Redevelopment Corporation.

ARTICLE II

The corporation has no members. The following amendment to the Articles of Incorporation was adopted by a majority of directors of the Corporation in office on May 17, 1994.

The Amendment alters Article IV of the original Articles of Incorporation and the full text of each provision added is as follows:

"ARTICLE IV

Purposes

The purpose for which the corporation is organized is to specifically identify and pursue projects, primarily physical, within (a) defined areas in the greater Houston metropolitan area, particularly Fifth Ward and northeast Houston, for community improvement in the areas of housing, security, beautification and economic revitalization to provide services, jobs and training to the community residents of the Fifth Ward and northeast Houston. The boundaries of the Fifth Ward are Jensen to the west, Sakowitz to the east, Interstate 10 to the south and Cavalcade to the north.

The foregoing statement of purposes shall be construed as a statement of both purpose and powers, and the purposes and powers stated in each clause shall, except where otherwise expressed, be in no way limited or restricted by any reference to or inference from the terms or provisions of any other clause, but shall be regarded as independent purposes and powers.

Notwithstanding any other provisions of these Articles of Incorporation, the corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization except from taxation under Section 501(c) (3)

of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended, or by an organization, contributions to which are deductible under Section 170(c) (2) of the Internal Revenue Code and Regulations as they now exist or as they may hereafter be amended.

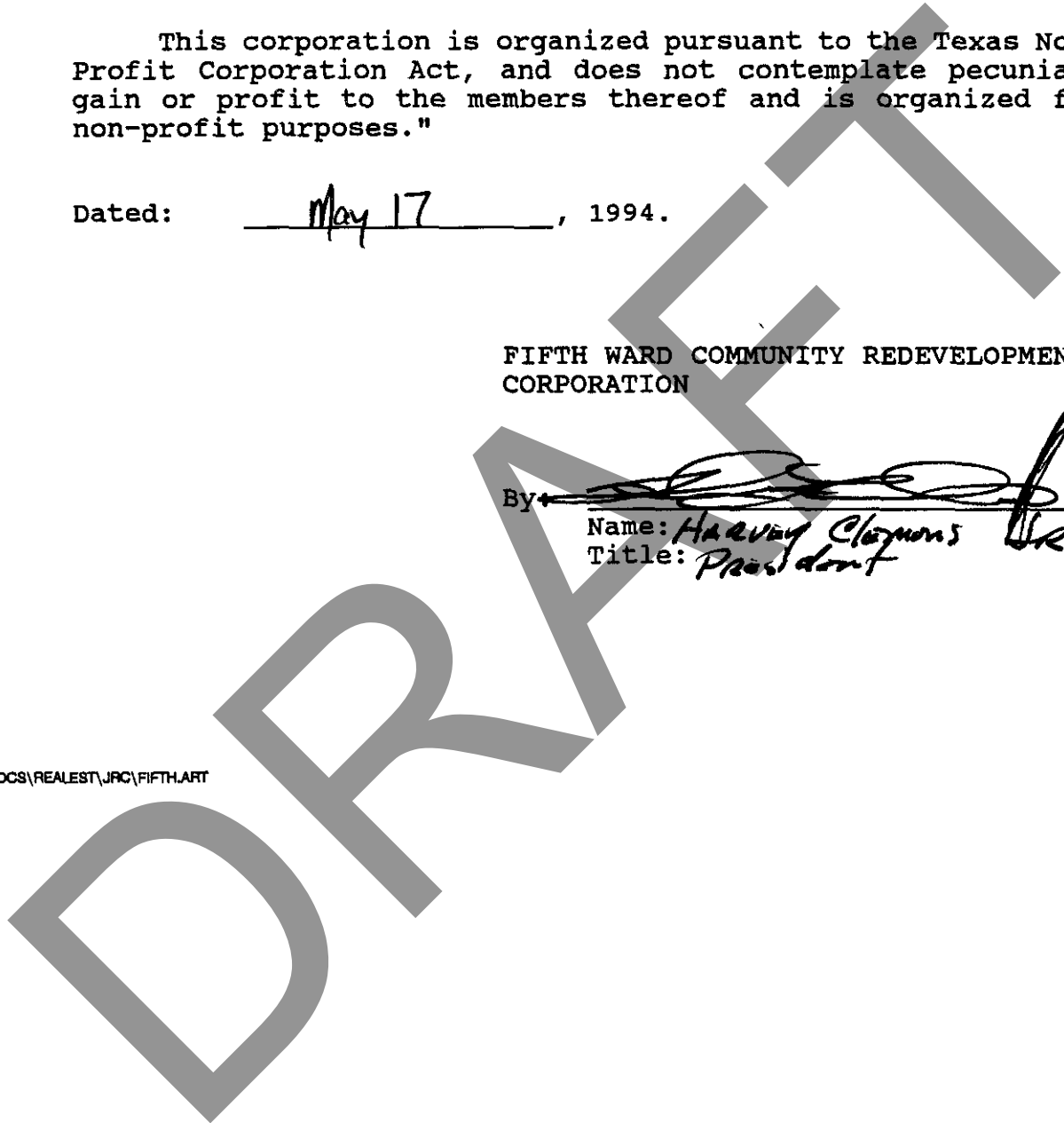
This corporation is organized pursuant to the Texas Non-Profit Corporation Act, and does not contemplate pecuniary gain or profit to the members thereof and is organized for non-profit purposes."

Dated: May 17, 1994.

FIFTH WARD COMMUNITY REDEVELOPMENT CORPORATION

By: 
Name: *Harvey Claymons*
Title: *President*

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FILED
In the Office of the
Secretary of State of Texas

Articles of Amendment to the Articles of Incorporation of
FIFTH WARD COMMUNITY REDEVELOPMENT CORPORATION
Corporations Section

FEB 27 2018

This Article of Amendment (the "Amendment") to the Articles of Incorporation of the Fifth Ward Community Redevelopment Corporation ("Corporation") was unanimously adopted by the Board of Trustees of the Company on February 26, 2018, pursuant to Section 22.107(a) of the Texas Business Organizations Code.

1. The filing entity's name is Fifth Ward Community Redevelopment Corporation. The filing number issued to the Company by the Secretary of State is 0111195301.
2. The filing entity is a Texas non-profit corporation.
3. Article IV of the Articles of Incorporation, as amended, is hereby further amended to read in its entirety as follows, adding the underlined language:

"ARTICLE IV

Purposes

The purpose or purposes for which the Corporation is organized is to specifically identify and pursue projects, primarily physical, within defined areas in the greater Houston metropolitan area, particularly Fifth Ward and northeast Houston, for community improvement in the areas of housing security, beautification and economic revitalization to provide services, jobs and training to the community residents of the Fifth Ward and northeast Houston. The boundaries of the Fifth Ward are Jenson to the west, Sakowitz to the east, Interstate 10 to the south and Cavalcade to the north.

In addition, the following purposes are within the scope of such exempt purposes, and the Corporation shall have the power to:

- (a) Fostering for low and moderate income families and individuals (including the elderly and the mentally and physically disabled) residing in Harris County;
- (b) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, develop, construct, reconstruct, rehabilitate, maintain, convey, sell, lease, transfer or otherwise dispose of real or personal property in connection with the affairs of the Corporation; and
- (c) Increase the quantity and quality of housing opportunities available to low and moderate income families and individuals (including the

elderly and the mentally and physically disabled) residing in Harris County.

The foregoing statement of purposes shall be construed as a statement of both purpose and powers, and the purposes and powers stated in each clause shall, except where otherwise expressed, be in no way limited or restricted by any reference to or inference from the terms or provisions of any other clause, but shall be regarded as independent purposes and powers.

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This Corporation is organized pursuant to the Texas Non-Profit Corporation Act, and does not contemplate pecuniary gain or profit to the members thereof and is organized for non-profit purposes."

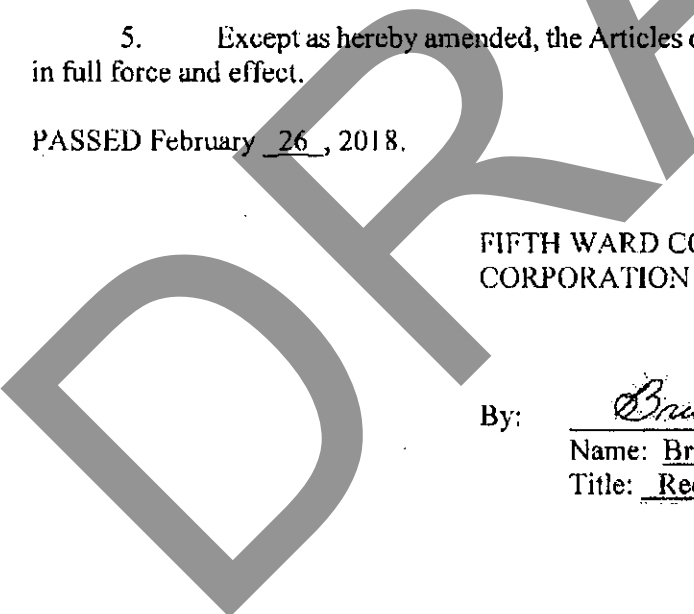
4. The Amendment has been approved in the manner required by the Texas Business Organizations Code and the governing documents of the entity.

5. Except as hereby amended, the Articles of Incorporation of the Corporation remain in full force and effect.

PASSED February 26, 2018.

FIFTH WARD COMMUNITY REDEVELOPMENT CORPORATION

By: Bridgette M. Dorian
Name: Bridgette M. Dorian
Title: Recording Secretary



MAY 19 1994

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
FIFTH WARD COMMUNITY REDEVELOPMENT CORPORATION

Corporations Section

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"ARTICLE IV

Purposes

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of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended, or by an organization, contributions to which are deductible under Section 170(c) (2) of the Internal Revenue Code and Regulations as they now exist or as they may hereafter be amended.

This corporation is organized pursuant to the Texas Non-Profit Corporation Act, and does not contemplate pecuniary gain or profit to the members thereof and is organized for non-profit purposes."

Dated: 5/17/ _____, 1994.

FIFTH WARD COMMUNITY REDEVELOPMENT CORPORATION

By: 

Name: Harvey Glampas Jr.

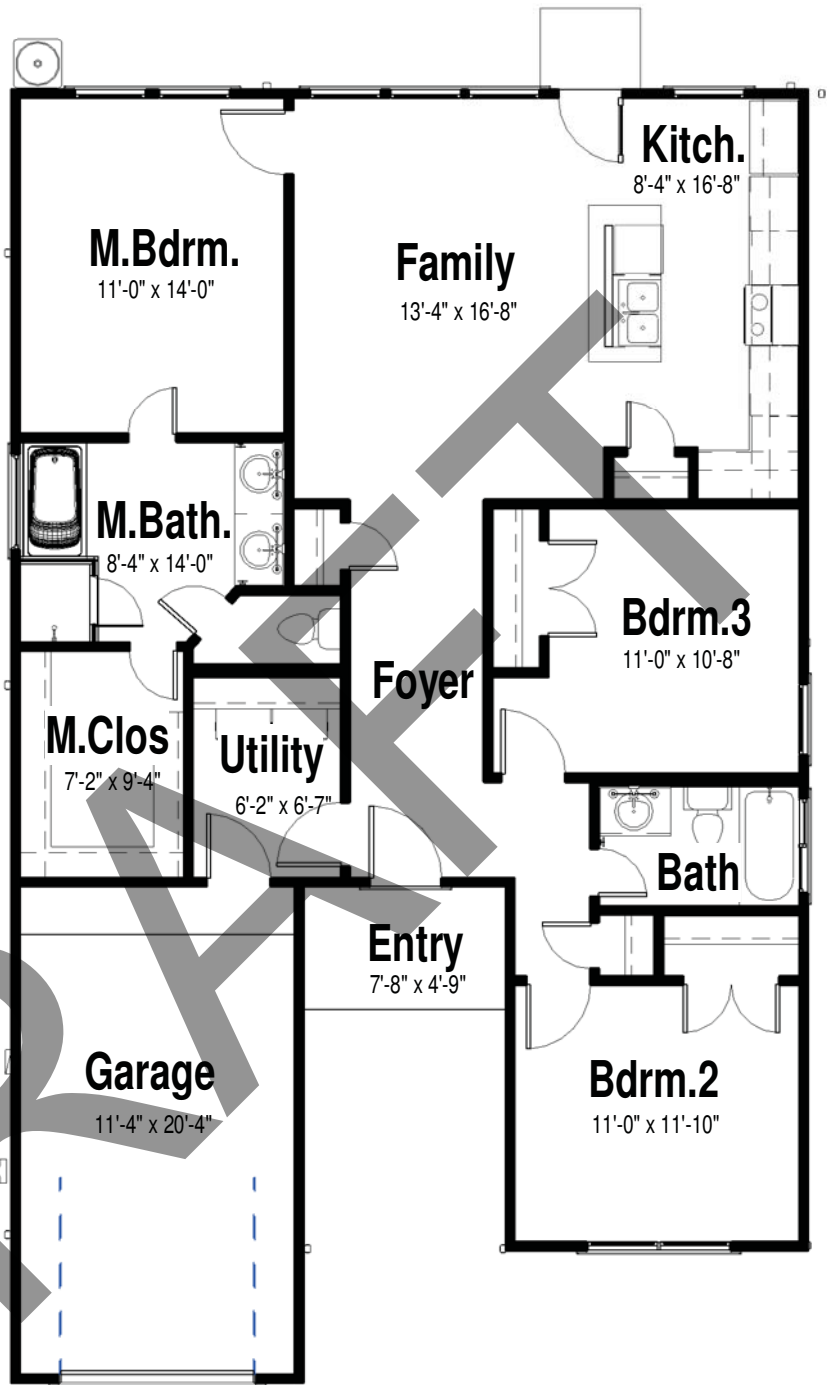
Title: President

5/17/94

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PROPERTY DESCRIPTION						Fifth Ward Community Redevelopment Corporation					
ID#	HCAD NUMBER	ADDRESS	SQ_FT	Sales Price	House Total SF	Sales Price Per SF	Constr Costs Per SF	# Bedrooms	# Bathrooms	Garage	Below 100% AMI (yes or no)
51	0372530000013	3327 TUAM ST	5300.55	\$ 219,000	1,488	\$ 147.16	\$ 117.92	3	2	1	Y
63	0510260000002	3210 TUAM AVE	5309.83	\$ 219,000	1,488	\$ 147.16	\$ 117.92	3	2	1	Y
67	0510270000008	3316 TUAM ST	4992.89	\$ 219,000	1,488	\$ 147.16	\$ 117.92	3	2	1	Y
79	0372540000019	2806 CANFIELD ST	4459.80	\$ 219,000	1,488	\$ 147.16	\$ 117.92	3	2	1	Y
84	0372480000011	3411 BEULAH ST	5059.92	\$ 219,000	1,488	\$ 147.16	\$ 117.92	3	2	1	Y

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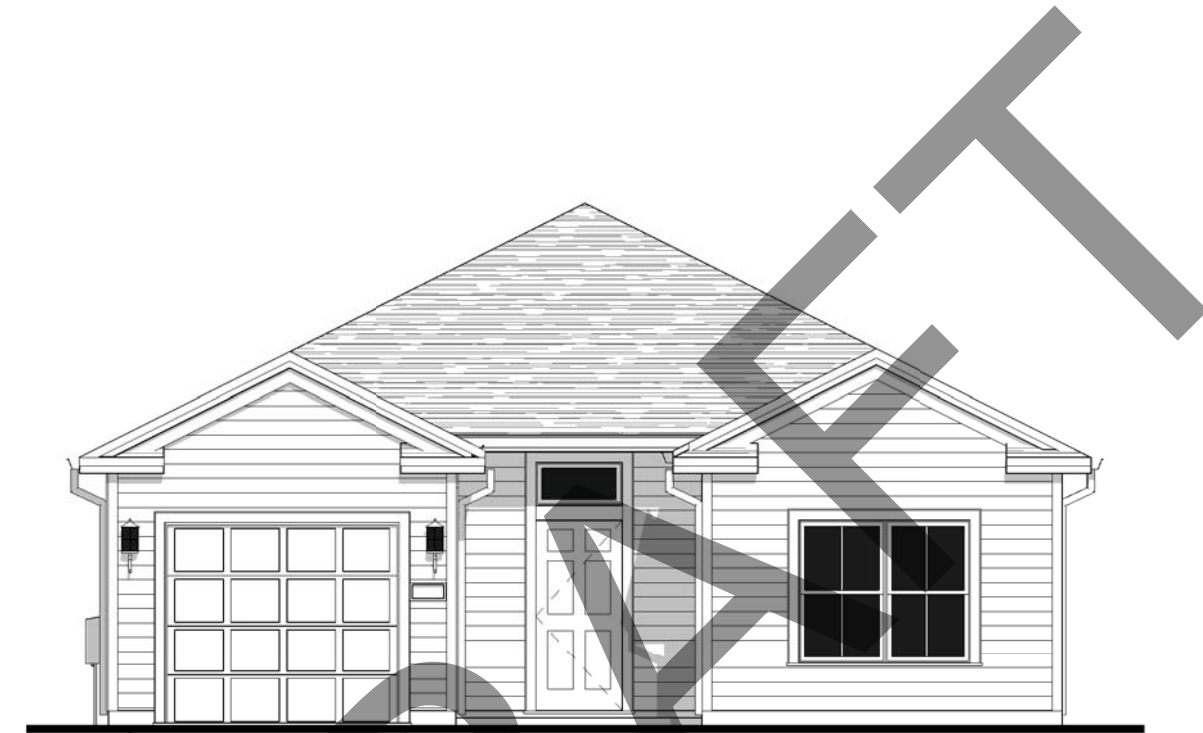
PRIMARY STYLE	TRADITIONAL
BEDROOM	3
BATH	2
STORIES	1
GARAGE BAYS	1
TOTAL LIVING	1287 SQ. FT.
TOTAL COVERAGE	1566 SQ. FT.
WIDTH DEPTH	34' x 54'-2 1/2"

① FLOOR PLAN -brochure
1/8" = 1'-0"

jmack Architects

5353 West Alabama Street, Suite 695
Houston, Texas 77056
713.524.9524 fax: 713.583.9985

Copyright. Drawings and Specifications are instruments of services and shall remain the property of Jmack Architects, LLC. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to the architect. Any use of the drawings and / or specifications without a written agreement from the architect will be subjected to legal actions and compensation per the Architectural Works Copyright Protection Act of 1990.

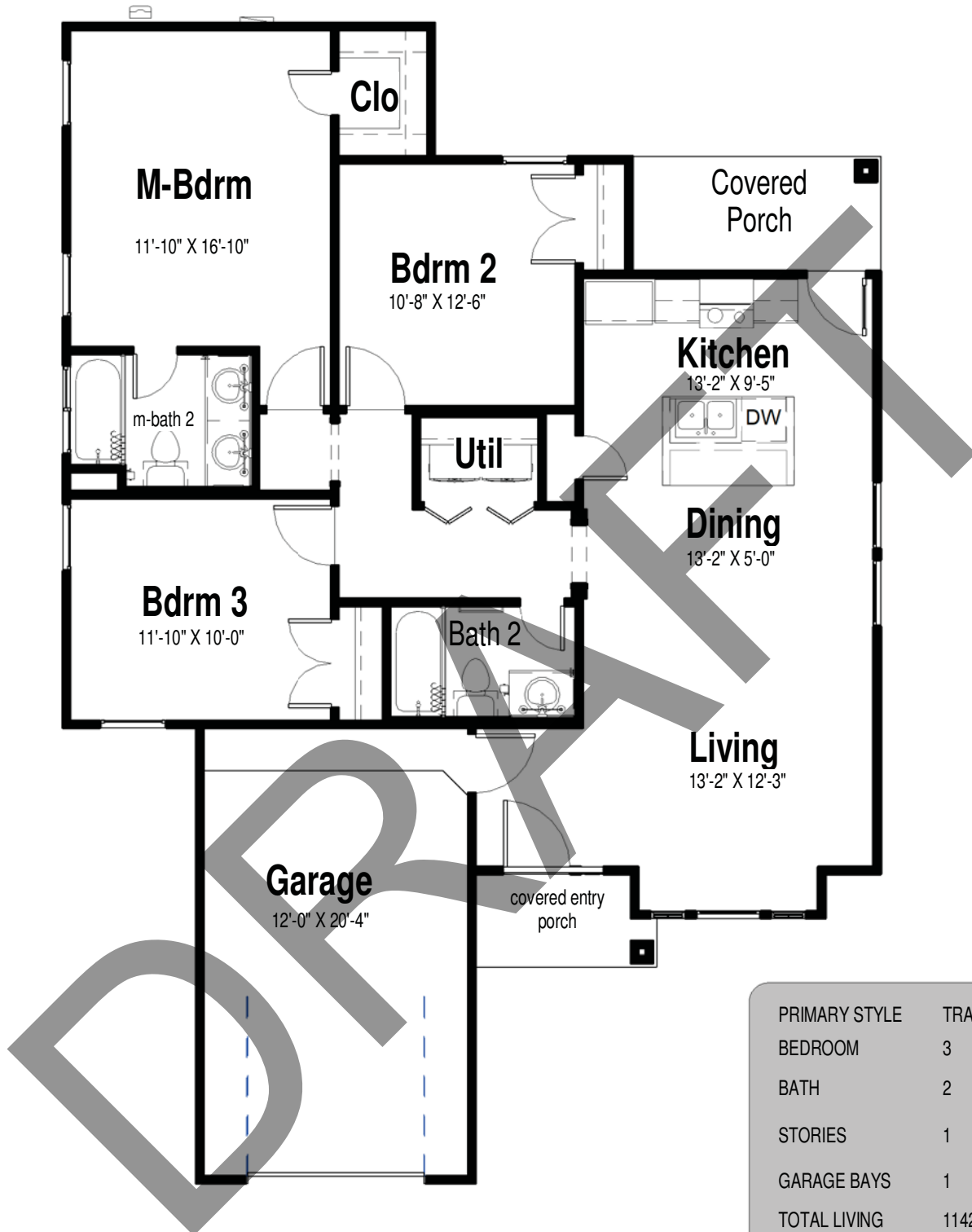


1 FRONT ELEVATION brochure

jmack Architects

5353 West Alabama Street, Suite 695
Houston, Texas 77056
713.524.9524 fax: 713.583.9985

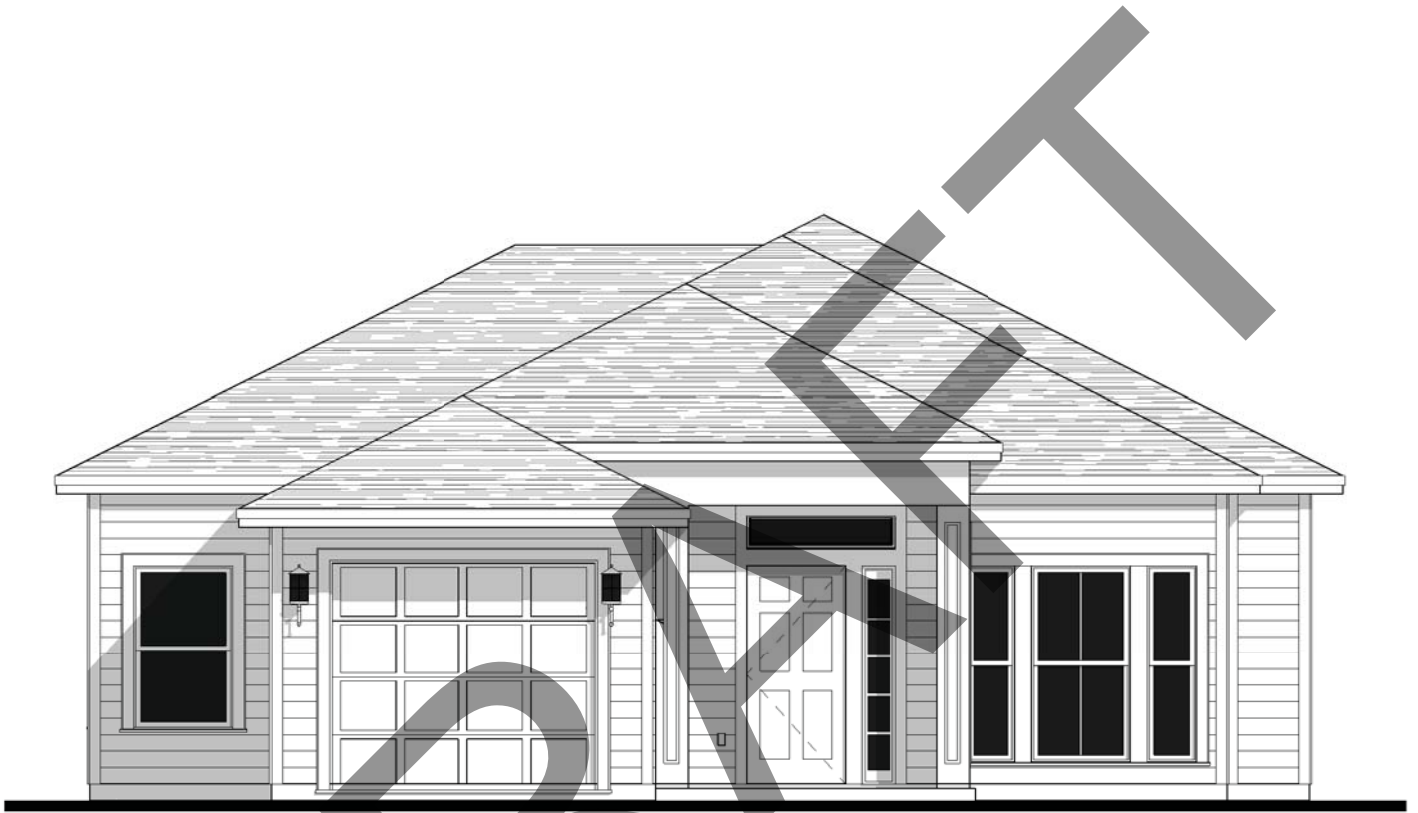
Copyright. Drawings and Specifications are instruments of services and shall remain the property of Jmack Architects, LLC. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to the architect. Any use of the drawings and / or specifications without a written agreement from the architect will be subjected to legal actions and compensation per the Architectural Works Copyright Protection Act of 1990.



1 FIRST FLOOR PLAN - brochure

PRIMARY STYLE	TRADITIONAL
BEDROOM	3
BATH	2
STORIES	1
GARAGE BAYS	1
TOTAL LIVING	1142 SQ. FT.
TOTAL COVERAGE	1488 SQ. FT.
WIDTH DEPTH	37'-0" X 52'-6"

Copyright. Drawings and Specifications are instruments of services and shall remain the property of Jmack Architects, LLC. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to the architect. Any use of the drawings and / or specifications without a written agreement from the architect will be subjected to legal actions and compensation per the Architectural Works Copyright Protection Act of 1990.



① FRONT-ELEVATION -brochure

jmack Architects

5353 West Alabama Street, Suite 695
Houston, Texas 77056
713.524.9524 fax: 713.583.9985

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FIFTH WARD CRC
 FIXTURES AND FINISHES

Design Feature	Floor Plan Name/Number	Floor Plan Name/Number
	JMA1149	JMA1287
	Material	Material
Countertop, Kitchen	Granite	Granite
Countertop, Bathrooms & Powder Rooms	Granite	Granite
Flooring, Bedrooms	Carpet	Carpet
Flooring, Living Room	Luxury Vinyl Plank	Luxury Vinyl Plank
Flooring, Dining Room	Luxury Vinyl Plank	Luxury Vinyl Plank
Flooring, Bathrooms & Powder Rooms	Luxury Vinyl Plank	Luxury Vinyl Plank
Doors, Interior (Type)	6 Panel Masonite	6 Panel Masonite
Doors, Exterior (Type)	Wood/Metal	Wood/Metal
Tub Type in Primary Bedroom	Standard	Standard
Tub Type in Other Bathrooms	Standard	Standard
Shower Separate in Primary Bedroom? Yes or No	Yes	Yes
Shower Separate in Other Bathroom? Yes or No	No	No
Kitchen Appliances, List Items to be Included	Stove, Dishwasher, Microwave	Stove, Dishwasher, Microwave
Any Rooms with Ceiling Fans? If yes, list which rooms.	Bedrooms and Living	Bedrooms and Living
Crown Molding in any Rooms? If yes, list which rooms.	No	No
Chair Rails or any other molding? If yes, list which rooms.	No	No
Alarm System Included? Yes or No	Yes	Yes
Water Heater, Tank Size or Tankless?	40 gal	40 gal
Siding, Front Elevation: Masonry, Hardie, Combo?	Hardie	Hardie
Siding, Side & Rear Elevations: Masonry, Hardie, Combo?	Hardie	Hardie
Stairs, Wood or Wrought Iron Banisters & Balusters?	Wood	Wood
Architectural Features? List any Vaulted Ceilings, Columns, Arches, Built-Ins, etc.	N/A	N/A
Fireplace? Yes or No	No	No

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EXHIBIT 4

LIN DEVELOPMENT

DRAFT

EXHIBIT C
APPLICANT INFORMATION WORKSHEET

Name of Applicant: Lacey Lewis

Contact Individual: Lacey Lewis

Applicant Address: 14218 SINGING OAKS TRL HOUSTON, TX 77045

Applicant Telephone: 832-865-7228

Applicant Email Address: LACEY@LINDEVELOPMENT.COM

URL (web address) if any: _____

Name of Builder (if different from Applicant): _____

Authorized Signatory: 

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EXHIBIT C – 1

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



**Certificate of Formation
Limited Liability Company**

Filed in the Office of the
Secretary of State of Texas
Filing #: 802919081 01/28/2018
Document #: 790925500003
Image Generated Electronically
for Web Filing

Filing Fee: \$300

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Lin Development Group, LLC

Article 2 – Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Lacey Lewis

C. The business address of the registered agent and the registered office address is:

Street Address:

2819 Gorki Park Drive Katy TX 77449

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

A. The limited liability company is to be managed by managers.

OR

B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Manager 1: **Lacey Lewis**

Title: **Manager**

Address: **2819 Gorki Park Drive Katy TX, USA 77449**

Manager 2:

Title:

Address:

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

Lacey Lewis **2819 Gorki Park Drive, Katy, Texas 77449**

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent 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.

Lacey Lewis

Signature of Organizer

FILING OFFICE COPY

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PROPERTY DESCRIPTION		LIN Development										
ID#	HCAD NUMBER	ADDRESS	SQ_FT	Sales Price	House Total SF	Sales Price Per SF	Constr Costs	Constr Costs Per SF	# Bedrooms	# Bathrooms	Garage	Below 100% AMI (yes or no)
45	02213500000040	3341 SAMPSON ST	5000.01	\$ 218,500	1,585	\$ 137.85	\$ 140,000.00	\$ 88.33	3	2	1	Y
66	03723600000012	2718 TIERWESTER ST	5078.71	\$ 218,500	1,585	\$ 137.85	\$ 140,000.00	\$ 88.33	3	2	1	Y
71	03726100000001	3340 MCILHENNY ST	4399.98	\$ 218,500	1,585	\$ 137.85	\$ 140,000.00	\$ 88.33	3	2	1	Y

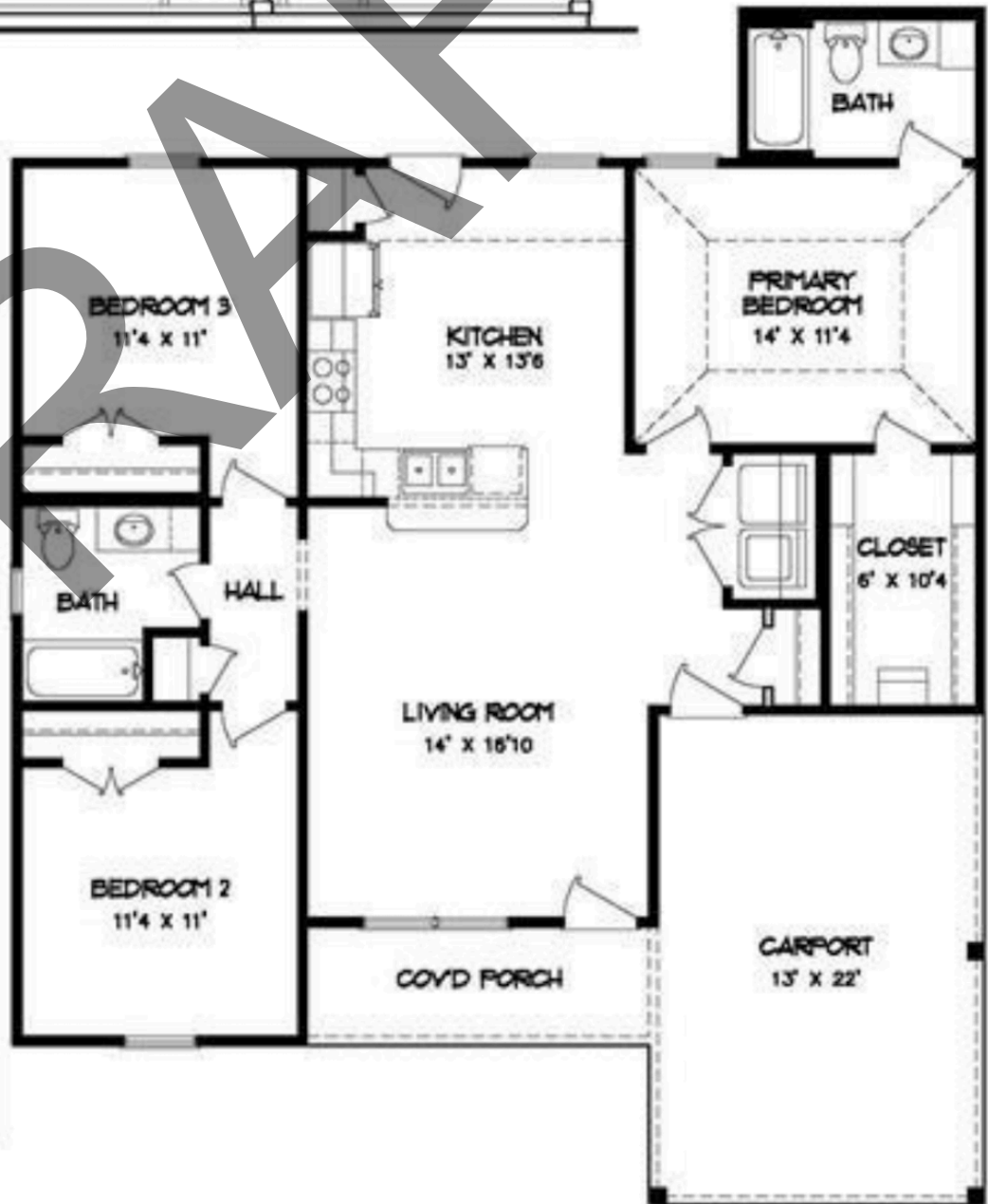


Lin Development Group, LLC

Floor plan 1



Specs
1,586 Total Slab
Oversized Carport
(Single Car)
Three Bedroom
Two Bath



LIN DEVELOPMENT
 FIXTURES AND FINISHES

Design Feature	Floor Plan Name/Number
	1
	Material
Countertop, Kitchen	GRANITE
Countertop, Bathrooms & Powder Rooms	GRANITE
Flooring, Bedrooms	VINYL
Flooring, Living Room	VINYL
Flooring, Dining Room	VINYL
Flooring, Bathrooms & Powder Rooms	VINYL
Doors, Interior (Type)	6 PANEL HOLLOW CORE
Doors, Exterior (Type)	6 PANEL HOLLOW CORE
Tub Type in Primary Bedroom	STANDARD PORCELAIN
Tub Type in Other Bathrooms	STANDARD PORCELAIN
Shower Separate in Primary Bedroom? Yes or No	NO
Shower Separate in Other Bathroom? Yes or No	NO
Kitchen Appliances, List Items to be Included	MICROWAVE AND STOVE
Any Rooms with Ceiling Fans? If yes, list which rooms.	LIVING ROOM AND ALL BEDROOMS
Crown Molding in any Rooms? If yes, list which rooms.	NO CROWN MOLDING
Chair Rails or any other molding? If yes, list which rooms.	NO CROWN MOLDING
Alarm System Included? Yes or No	YES
Water Heater, Tank Size or Tankless?	50 GALLON WATER HEATER
Siding, Front Elevation: Masonry, Hardie, Combo?	HARDIE SIDING
Siding, Side & Rear Elevations: Masonry, Hardie, Combo?	HARDIE SIDING
Stairs, Wood or Wrought Iron Banisters & Balusters?	NO - 1 STORY
Architectural Features? List any Vaulted Ceilings, Columns, Arches, Built-Ins, etc.	NONE
Fireplace? Yes or No	NO

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EXHIBIT 5

EPIC HOMES HOUSTON

DRAFT

EXHIBIT C
APPLICANT INFORMATION WORKSHEET

Name of Applicant: Epic Homes L.L.C

Contact Individual: Peter Sterling

Applicant Address: P.O. Box 88347, Houston, TX 77288

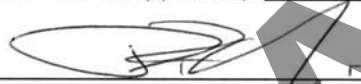
Applicant Telephone: 346-421-8990/cell: 281-650-4319

Applicant Email Address: petersterling@epichomeshouston.com

URL (web address) if any: www.epichomeshouston.com

Name of Builder (if different from Applicant): _____

Authorized Signatory: _____



DRAFT

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

John Steen
Secretary of State



Office of the Secretary of State

**CERTIFICATE OF FILING
OF**

EPIC HOMES, LLC
File Number: 801735901

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) 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.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 02/14/2013

Effective: 02/14/2013



A handwritten signature in black ink, appearing to read "John Steen".

John Steen
Secretary of State

Come visit us on the internet at <http://www.sos.state.tx.us/>

Phone: (512) 463-5555
Prepared by: Debbie Gustafson

Fax: (512) 463-5709
TID: 10306

Dial: 7-1-1 for Relay Services
Document: 466144050002

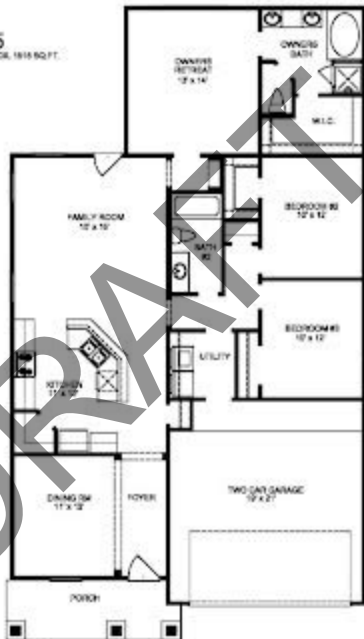
PROPERTY DESCRIPTION		Epic Homes										
ID#	HCAD NUMBER	ADDRESS	SQ_FT	Sales Price	House Total SF	Sales Price Per SF	Constr Costs	Constr Costs Per SF	# Bedrooms	# Bathrooms	Garage	100%-120% AMI (yes or no)
4	0372130000007	3127 MCILHENNY ST*	5000	\$ 188,000	1,605	\$ 117.13	\$ 135,000	\$ 84.11	2	2.5	1	Y
8	0372390000008	0 DREW ST	5031.91	\$ 199,000	1,915	\$ 103.92	\$ 135,000	\$ 70.50	3	2	2	Y
12	0510330000013	3005 BEULAH ST	4981.24	\$ 199,000	1,915	\$ 103.92	\$ 135,000	\$ 70.50	3	2	2	Y
47	0510350000010	3219 BEULAH ST*	2746.94	\$ 188,000	1,605	\$ 117.13	\$ 135,000	\$ 84.11	2	2.5	1	Y
58	0372320000009	3213 DENNIS ST	5031.11	\$ 199,000	1,915	\$ 103.92	\$ 135,000	\$ 70.50	3	2	2	Y

*Lot will be replatted and two homes will be built on the lot.

EPIC Homes

PLAN 1515

TOTAL LIVING AREA APPLIC. 1818 SQ. FT.



FLOOR PLAN

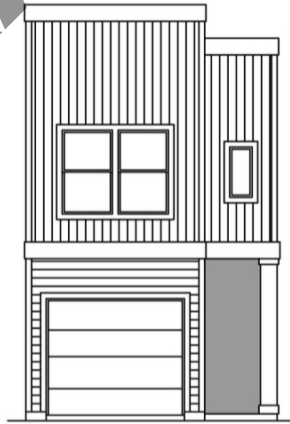
P.O. BOX 88347 HOUSTON, TX 77288 PH: 281-835-8000 / FX: 281-856-6109

Image Design Group LLC Copyright Information: The Buyer's acknowledgment of all EDC plans are applicable. We have reviewed and will continue to review our Federal Copyright to protect the investment of our customers.

EPIC Homes



FRONT ELEVATION "A"

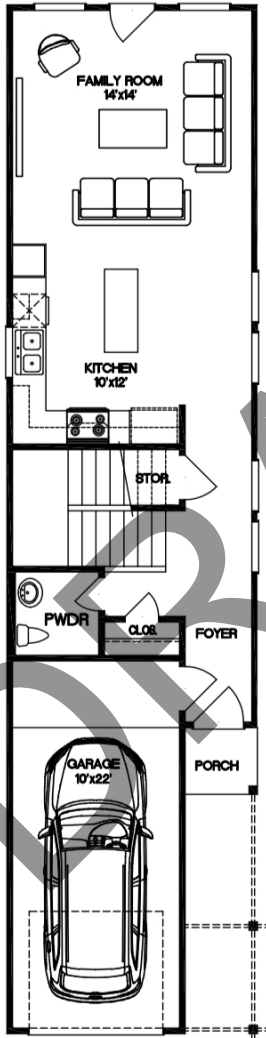


FRONT ELEVATION "B"

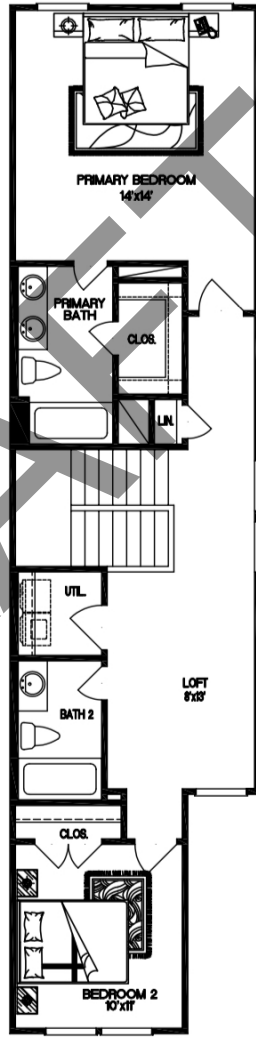
EPIC Homes

PLAN 1405

TOTAL LIVING AREA APROX. 1405 SQ.FT.



1ST FLOOR PLAN



2ND FLOOR PLAN

P.O. BOX 88347 HOUSTON, TX 77288 PH: 281-835-5000 / FX: 281-835-9109

Image Design Group (IDG) Copyright Information. The floorplans and elevations of all IDG plans are copyrighted. We have enforced and will continue to enforce our Federal Copyright to protect the investment of our customers.

EPIC HOMES
 FIXTURES AND FINISHES

Design Feature	Floor Plan Name/Number	Floor Plan Name/Number
	1515	1405
	Material	Material
Countertop, Kitchen	granite	granite
Countertop, Bathrooms & Powder Rooms	granite	granite
Flooring, Bedrooms	carpet	carpet
Flooring, Living Room	porceline	porceline
Flooring, Dining Room	porceline	porceline
Flooring, Bathrooms & Powder Rooms	porceline	porceline
Doors, Interior (Type)	six panel	six panel
Doors, Exterior (Type)	six panel	six panel
Tub Type in Primary Bedroom	shower only	shower only
Tub Type in Other Bathrooms	tub/shower	tub/shower
Shower Separate in Primary Bedroom? Yes or No	no	no
Shower Separate in Other Bathroom? Yes or No	no	no
Kitchen Appliances, List Items to be Included	stove/microwave/ dishwasher	stove/microwave/ dishwasher
Any Rooms with Ceiling Fans? If yes, list which rooms.	master/living	master/living
Crown Molding in any Rooms? If yes, list which rooms.	no	no
Chair Rails or any other molding? If yes, list which rooms.	no	no
Alarm System Included? Yes or No	wiring	wiring
Water Heater, Tank Size or Tankless?	tankless	tankless
Siding, Front Elevation: Masonry, Hardie, Combo?	hardie	hardie
Siding, Side & Rear Elevations: Masonry, Hardie, Combo?	hardie	hardie
Stairs, Wood or Wrought Iron Banisters & Balusters?	n/a	Wood banister/baluster
Architectural Features? List any Vaulted Ceilings, Columns, Arches, Built-Ins, etc.	front columns/tray ceiling	tray ceiling
Fireplace? Yes or No	no	no

DRAFT

EXHIBIT 6

TITANIUM BUILDERS

DRAFT

EXHIBIT C
APPLICANT INFORMATION WORKSHEET



Name of Applicant: Titanium Builders L.L.C.

Contact Individual: Blair K. Woodard

Applicant Address: P.O. Box 301062, Houston, TX 77230

Applicant Telephone: (713) 575-0671

Applicant Email Address: attorneyblairwoodard@gmail.com

URL (web address) if any: www.titaniumbuildersllc.com

Name of Builder (if different from Applicant): Same as Applicant

Authorized Signatory: 

DRAFT



Office of the Secretary of State



CERTIFICATE OF FILING
OF

Titanium Builders L.L.C.
801769285

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity 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: 10/17/2022

Effective: 10/17/2022



A handwritten signature in black ink, appearing to read "John B. Scott".

John B. Scott
Secretary of State

**Form 424
(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.

FILED
In the Office of the
Secretary of State of Texas

OCT 17 2022

Certificate of Amendment

Corporations Section

Entity Information

The name of the filing entity is:

Titanium Builders L.L.C.

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: 801769285

The date of formation of the entity is: April 15, 2013

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent
(Complete either A or B, but not both. Also complete C.)

A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

B. The registered agent is an individual resident of the state whose name is:

First Name M.I. Last Name Suffix

The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

Street Address (No P.O. Box) City State Zip Code TX

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

Add each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

Alter each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

"Article 5-Supplemental Provisions -

The name and address of each initial member are set forth below:

1) Curtis J. Cluff, Sr. - P.O. Box 301062, Houston, TX 77230;

2) Blair K. Woodard - 4888 Loop Central Dr, Suite 445, Houston, TX 77081."

Delete each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

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 a 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:

Execution

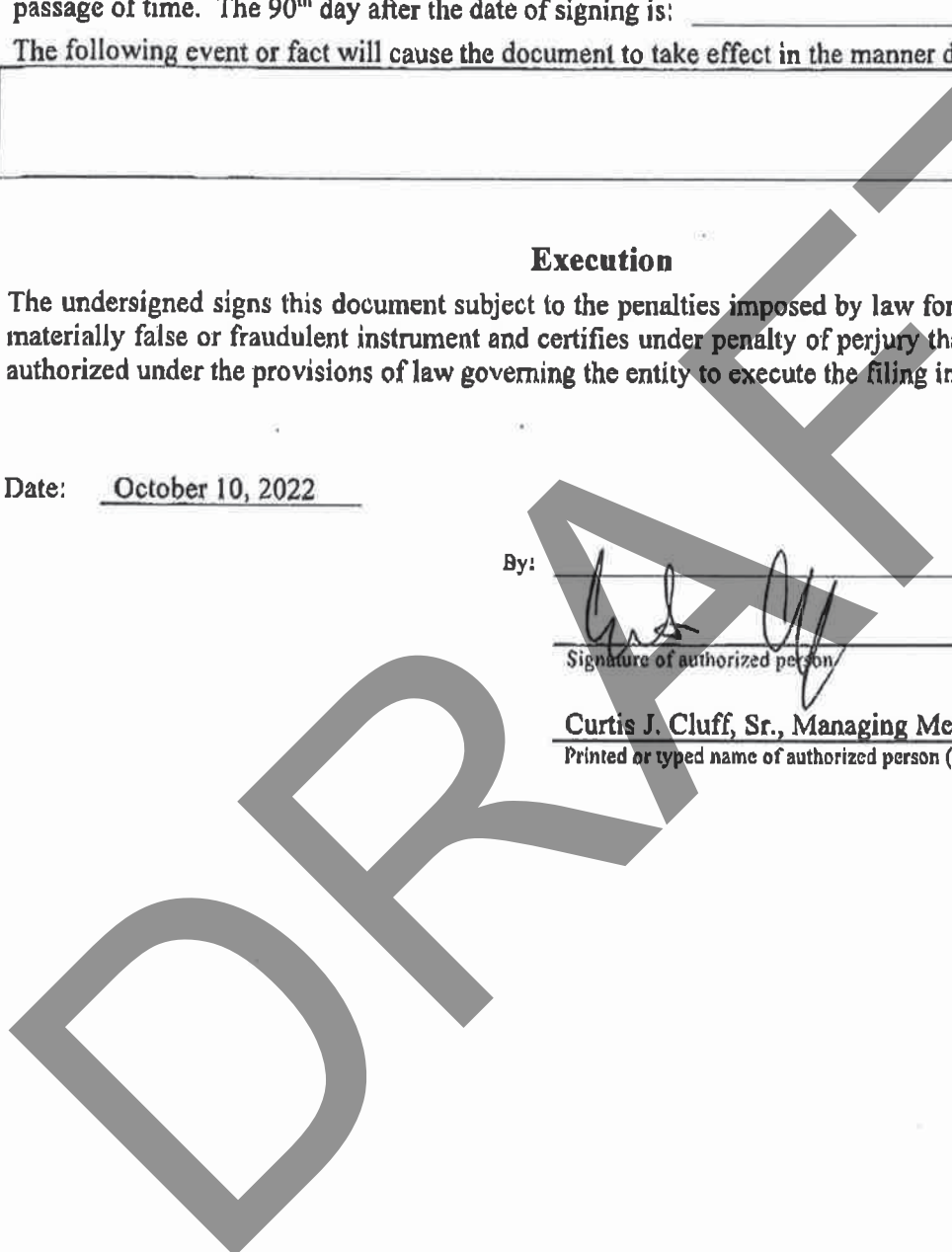
The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: October 10, 2022

By: _____

Signature of authorized person

Curtis J. Cluff, Sr., Managing Member
Printed or typed name of authorized person (see instructions)



Form 205
(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: \$300



Certificate of Formation
Limited Liability Company

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas

APR 15 2013

Corporations Section

Article 1 – Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Titanium Builders L.L.C

The name must contain the words "limited liability company," "limited company," or an abbreviation of one of these phrases.

Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

A. The initial registered agent is an organization (cannot be entity named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Curtis J Cluff Sr.
First Name M.I. Last Name Suffix

C. The business address of the registered agent and the registered office address is:

6020 N. Sam Houston Parkway East #710 Humble TX 77396
Street Address City State Zip Code

Article 3 – Governing Authority

(Select and complete either A or B and provide the name and address of each governing person.)

A. The limited liability company will have managers. The name and address of each initial manager are set forth below.

B. The limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

GOVERNING PERSON 1

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

Curtis J Cluff Sr.
First Name M.I. Last Name Suffix

OR

IF ORGANIZATION

Titanium Builders L.L.C
Organization Name

ADDRESS

6020 N. Sam Houston Pkwy E #710 Humble, Tx U.S. 77396
Street or Mailing Address City State Country Zip Code

RECEIVED

APR 15 2013

Secretary of State

GOVERNING PERSON 2			
NAME (Enter the name of either an individual or an organization, but not both.)			
IF INDIVIDUAL			
Curtis	J	Cluff	Sr.
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
OR			
IF ORGANIZATION			
Titanium Builders L.L.C			
<i>Organization Name</i>			
ADDRESS			
6020 N. Sam Houston Pkwy E #710 Humble, Tx, U.S. 77396			
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country Zip Code</i>

GOVERNING PERSON 3			
NAME (Enter the name of either an individual or an organization, but not both.)			
IF INDIVIDUAL			
Cameron	D	Cluff	
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
OR			
IF ORGANIZATION			
Titanium Builders L.L.C			
<i>Organization Name</i>			
ADDRESS			
6020 N. Sam Houston Pkwy E #710 Humble, Tx, U.S. 77396			
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country Zip Code</i>

Article 4 – Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer:

Curtis J Cluff Sr.

Name

6020 N. Sam Houston Pkwy E # 710 Humble, Tx 77396

Street or Mailing Address

City

State

Zip Code

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:

Execution

- The undersigned affirms that the person designated as registered agent 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 to execute the filing instrument.

Date: 4/11/13

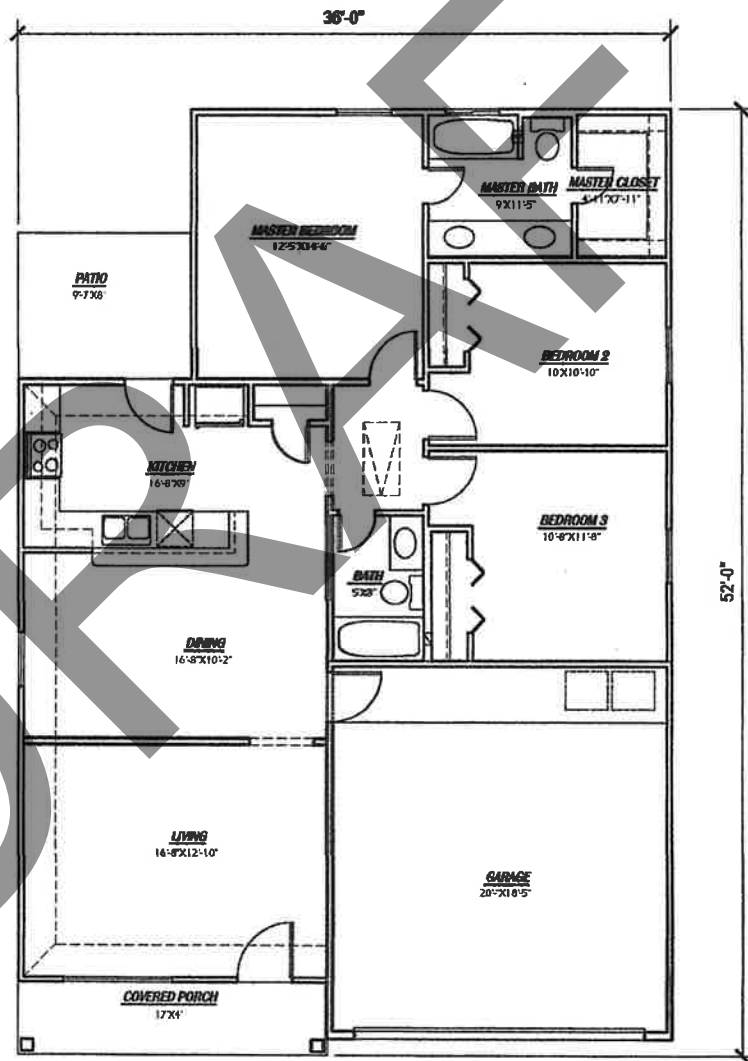
Curtis J Cluff Sr
Signature of organizer

Curtis J. Cluff Sr.
Printed or typed name of organizer

Single Family Application 2023

ID#	PROPERTY DESCRIPTION										Titanium					
	HCAD NUMBER	ADDRESS	SQ_FT	Sales Price	House Total SF	Sales Price Per SF	Constr Costs	Constr Costs Per SF	# Bedrooms	# Bathrooms	Garage	Below 100% AMI (yes or no)				
5	0572090000015	3035 GRAY ST	5496.75	\$ 207,542	1,713	\$ 121.16	\$ 145,312.00	\$ 84.83	3	2	2	Y				
13	0191490000025	2822 FRANCIS ST	3972.66	\$ 207,542	1,713	\$ 121.16	\$ 145,312.00	\$ 84.83	3	2	2	Y				
15	0191540000011	3013 FRANCIS ST	5040.34	\$ 202,542	1,539	\$ 131.61	\$ 140,312.00	\$ 91.17	3	2	1	Y				
34	0530250000023	3239 BERRY ST	4004.53	\$ 202,542	1,539	\$ 131.61	\$ 140,312.00	\$ 91.17	3	2	1	Y				
49	0372370000006	3205 DREW ST	4442.67	\$ 207,542	1,713	\$ 121.16	\$ 45,312.00	\$ 84.83	3	2	2	Y				
80	0171440060004	3442 HADLEY ST	4999.98	\$ 207,542	1,713	\$ 121.16	\$ 45,312.00	\$ 84.83	3	2	2	Y				

FLOOR PLAN #1



FIRST FLOOR

FIRST FLOOR

DESIGN "N"

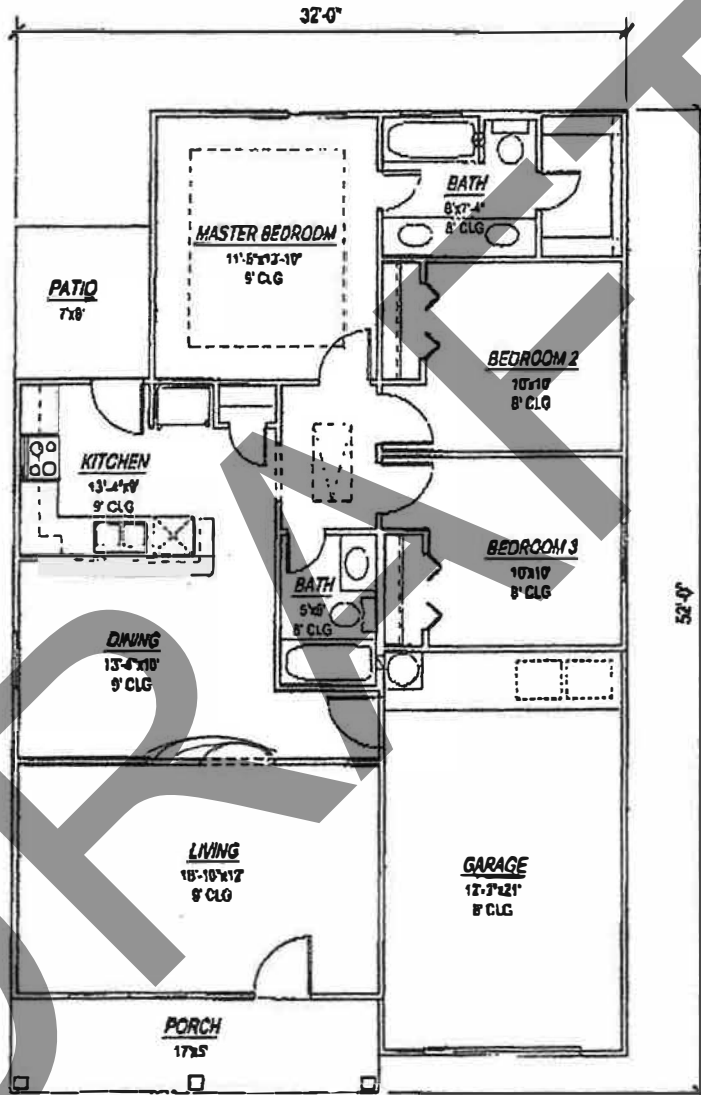
1ST FLOOR LIVING SPACE	1,251 s.f.
1ST FLOOR LIVING SPACE	1,251 s.f.
GARAGE SPACE	208 s.f.
FRONT PORCH	68 s.f.
TOTAL	1,726 s.f.

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Sergio Astorga, Professional Building Designer • sergio@arte-architecture.net



FLOOR PLAN # 2



DESIGN IDC1539

February 6, 2008

LIVING SPACE

1,172 S.F.

GARAGE

271 S.F.

PORCH

96 S.F.

TOTAL

1,539 s.f.

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IDC INNOVATION DESIGN CONSULTING
 8308-A 5, BREEZE ST.
 HOUSTON, TX 77071
 713-976-7636

Design Feature	Floor Plan Name/Number	Floor Plan Name/Number
	FLOOR PLAN #1	FLOOR PLAN #2
	Material	Material
Countertop, Kitchen	QUARTZ	QUARTZ
Countertop, Bathrooms & Powder Rooms	QUARTZ	QUARTZ
Flooring, Bedrooms	CARPET	CARPET
Flooring, Living Room	LAMINATE	LAMINATE
Flooring, Dining Room	LAMINATE	LAMINATE
Flooring, Bathrooms & Powder Rooms	TILE	TILE
Doors, Interior (Type)	MOLDED DOORS	MOLDED DOORS
Doors, Exterior (Type)	SOLID CORE	SOLID CORE
Tub Type in Primary Bedroom	SOAKING TUB	SOAKING TUB
Tub Type in Other Bathrooms	SOAKING TUB	SOAKING TUB
Shower Separate in Primary Bedroom? Yes or No	NO	NO
Shower Separate in Other Bathroom? Yes or No	NO	NO
Kitchen Appliances, List Items to be Included	STOVE/OVEN, DISHWASHER, GARBAGE DISPOSAL, MICROWAVE, REFRIGERATOR	STOVE/OVEN, DISHWASHER, GARBAGE DISPOSAL, MICROWAVE, REFRIGERATOR
Any Rooms with Ceiling Fans? If yes, list which rooms.	YES, ALL BEDROOMS & LIVING ROOM	YES, ALL BEDROOMS & LIVING ROOM
Crown Molding in any Rooms? If yes, list which rooms.	NO	NO
Chair Rails or any other molding? If yes, list which rooms.	NO	NO
Alarm System Included? Yes or No	YES	YES
Water Heater, Tank Size or Tankless?	40-GALLON TANK WATER HEATER	40-GALLON TANK WATER HEATER
Siding, Front Elevation: Masonry, Hardie, Combo?	CEMENT BOARD	CEMENT BOARD
Siding, Side & Rear Elevations: Masonry, Hardie, Combo?	CEMENT BOARD	CEMENT BOARD
Stairs, Wood or Wrought Iron Banisters & Balusters?	N/A	N/A
Architectural Features? List any Vaulted Ceilings, Columns, Arches, Built-Ins, etc.	NO	YES, COFFEE CEILING IN PRIMARY BEDROOM & ARCH BETWEEN LIVING AND DINING ROOM
Fireplace? Yes or No	NO	NO



midtown
HOUSTON

DRAFT

**MIDTOWN CAPITAL
IMPROVEMENTS PROGRAM**

Capital Improvements Program

Caroline Street Reconstruction

- Design team met with City to review preliminary drawings of pilot areas for proposed corrections to punch list items not addressed by TxDOT contractor; drawings will be submitted to Interagency Department for final approval.

Change Orders

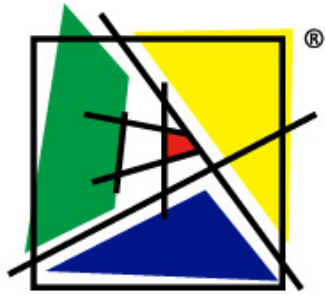
- CO #74 –Revisions to traffic control plan for construction operations along Elgin Street, between Austin Street and Caroline Street, due to the addition of bike lanes and parking lanes on Austin Street since the onset of the project .
 - o Amount: \$17,598.08
 - o TxDOT fee (4.95%): \$871.10
 - o Total: \$18,469.18
- CO #75 – Removal of existing bushes in conflict with new sidewalk between Webster St. and Gray St.
 - o Amount: \$1,061.78
 - o TxDOT fee (4.95%): \$52.56
 - o Total: \$1,114.34
- CO #76 – Bollard finish change
 - o Amount: \$2,354.31
 - o TxDOT fee (4.95%): \$116.54
 - o Total: \$ 2,470.85

Construction Contract Budget

- Original Contract Amount: \$12,380,276.54
- Net Change Orders (including TxDOT fee): \$1,470,754.52
- Contract Amount to Date: \$13,851,031.06
- Change Order Time Adjustment Total – 173 days

Brazos Street Bridge Landscape Improvements

- The Brazos Street Bridge Landscape Improvements project will enhance the landscaped area at Bagby/Elgin intersection into green space adjacent to the Brazos Bridge facing Bagby Street. The scope of work includes tree planting, shrub and groundcover planting, site cleanup, irrigation, traffic control, and reinstallation of existing signage.
- Preconstruction meeting held with contractor, design team, and construction management team
- Contractor awaiting City approval of traffic control plan to begin work.



midtown
H O U S T O N

**CAROLINE STREET
CHANGE ORDER**

#74

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 74

Third Party Funding Notification Sheet

This form is used when the subject change order involves funding by a source other than TxDOT/U.S. DOT, and involves third parties who are providing funding under an Advance Funding Agreement or Donation Agreement.

1. Outside funding provided by:

Midtown Management District

(Outside Entity's Legal Name)

2. Type of outside funding agreement for this change:

- Existing Amended New
[Check one]

3. Indicate the type and amount of funding:

Fixed Price (Lump Sum) (Estimated Amount _____)

Actual Cost

(a) Contract Items (Bid Items):

\$17,598.08

(b) E&C*:

(a) x $\frac{.0495}{\text{enter \%}}$ = $\frac{\$871.10}{}$

TOTAL

\$18,469.18

Use as needed:

I hereby acknowledge notification of the modifications covered by this Change Order.

Date _____

By _____

Typed/Printed Name _____

Typed/Printed Title _____

CCSJ:	0912-71-003
Project:	C 912-71-3
Highway:	CS
County:	Harris
District:	Houston
Contract Number:	04173038

* The percentage (%) for E&C (Engineering and Contingencies) charges varies from project to project depending on the contract amount of the project. Projects with a higher contract amount will have a lower rate of E&C charge. For a specific project, E&C rate (%) can be derived from the cost of "Engineering and Contingencies" in the "Estimated Cost" of the project.

Funding for this Change Order has been arranged:	
_____ TxDOT Representative	_____ Date
Typed/Printed Name: _____	



CHANGE ORDER NBR.

74

REPORT DATE: 11/21/2023 7:46:10PM

CONTRACT ID: 091271003
PROJECT: C 912-71-3
CONTRACT: 04173038
AWARD AMOUNT: \$12,380,276.54
PROJECTED AMOUNT: \$12,438,632.54
ADJ PROJECTED AMT: \$13,936,345.13
PEND ADJ PROJ AMT: \$13,951,256.81
CONTRACTOR: J.D. ABRAMS, L.P.
CO AMOUNT: \$17,598.08
CO TYPE: NON-PARTICIPATING
3RD PARTY AMOUNT: \$17,598.08
APPRV LEVEL: OVERRIDE

HIGHWAY: CS
DISTRICT: 12
COUNTY: HARRIS
AREA ENGINEER: Hamoon Bahrami, P.E.
AREA NUMBER: 058

DESCRIPTION: Revised Traffic Control Plan for Elgin St.
REASON: 2A - 2A-DIFFER SITE CONDITION (UNFORESEEABLE)
SECONDARY REASON(S):

Functions:

<input checked="" type="checkbox"/> Extra Work	<input type="checkbox"/> Force Account
<input type="checkbox"/> Zero Dollar	<input type="checkbox"/> Final Quantity
<input type="checkbox"/> Overrun/Underrun	<input type="checkbox"/> Change Project Limits
<input type="checkbox"/> Time Adjustment	<input type="checkbox"/> Delete/Add CSJ
<input type="checkbox"/> Stock Account	

DESCRIBE THE REASON FOR THE CHANGE ORDER AND WHAT IS BEING CHANGED. WHEN NECESSARY, INCLUDE EXCEPTIONS TO THIS AGREEMENT:

This change order will provide for adding one unique item of work to the contract for the additional traffic control needed for the storm sewer installation along Elgin Street between Austin Street and Caroline Street.

The project plans, designed by ESPA, call for the reconstruction of a concrete roadway consisting of a 2-lane roadway with curb and gutter, curb side parking lanes, storm sewer, waterlines, sanitary sewer lines, bike lanes, landscape and street lighting improvements. The limits are from Elgin Street to Pierce Street in Harris County, Texas, a total of 0.689 miles.

The traffic control plan (TCP) for construction operations along Elgin Street, between Austin Street and Caroline Street, required revisions due to the addition of bike lanes and parking lanes on Austin Street since the onset of the project. The original TCP did not indicate bike lanes and parking lanes. After several meetings with the Contractor and City of Houston, the Department developed TCP Phase 4 Steps 1A, 1B, and 2 which required additional traffic control devices and work zone pavement markings that the original TCP did not anticipate. Fully Executed Change Order No. 48 (for reference only) added the TCP plan sheets to the contract (Sheets 40YYYYr – 40ZZZ). Therefore, this change order will add Item 9608-2058, UNIQUE CHANGE ORDER ITEM 58, REVISED TCP FOR ELGIN ST at a quantity of 1.00 LS and at a unit price of 17,598.08/LS, where DOL=LS, to compensate the Contractor for the additional traffic control items required. After a thorough review of the Contractor's pricing support documentation, the West Harris Area Office has determined the price to be fair and reasonable.

The revisions covered by this change order do not require revisions to the original environmental clearances or approval by the Texas Department of Licensing and Regulation. The total change order amount for this project has exceeded 10 percent of the original contract amount, and this change order will require the approval of the District Engineer. The revisions covered by this change order are estimated to overrun the funds authorized for this project by \$17,598.08. This change order is associated with a third-party amount per the advanced funding agreement. Midtown Management District will be covering 100% of the total change order. The Engineering and Contingencies on this project is 4.95% (\$871.10) making the third-party total cost \$18,469.18.

ADDITIONAL TIME NOT NEEDED

"By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change and that this agreement is made in accordance Item 4 and the Contract. Exceptions should be noted in explanation above."

THE CONTRACTOR

BY: _____
DATE

TYPED/PRINTED NAME: _____
DATE

TYPED/PRINTED TITLE: _____
DATE

AREA ENGINEER: _____
DATE

AREA ENGINEER'S SEAL:

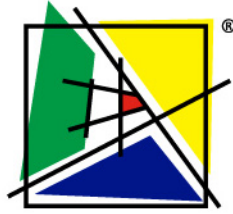
DISTRICT ENGINEER: _____
DATE

DIRECTOR, CONSTRUCTION DIVISION: _____
DATE

DEPUTY EXECUTIVE DIRECTOR: _____
DATE

FHWA: _____
DATE

DRAFT



midtown
HOUSTON

**CAROLINE STREET
CHANGE ORDER**

#75

DRAFT

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 75

Third Party Funding Notification Sheet

This form is used when the subject change order involves funding by a source other than TxDOT/U.S. DOT, and involves third parties who are providing funding under an Advance Funding Agreement or Donation Agreement.

1. Outside funding provided by:

Midtown Management District

(Outside Entity's Legal Name)

2. Type of outside funding agreement for this change:

- Existing Amended New
[Check one]

3. Indicate the type and amount of funding:

- Fixed Price (Lump Sum) (Estimated Amount _____)
 Actual Cost

CCSJ:	<u>0912-71-003</u>
Project:	<u>C 912-71-3</u>
Highway:	<u>CS</u>
County:	<u>Harris</u>
District:	<u>Houston</u>
Contract Number:	<u>04173038</u>

(a) Contract Items (Bid Items):

\$1,061.78

(b) E&C*:

(a) x $\frac{.0495}{\text{enter \%}}$ =

\$52.56

TOTAL

\$1,114.34

Use as needed:

I hereby acknowledge notification of the modifications covered by this Change Order.

Date _____

By _____

Typed/Printed Name _____

Typed/Printed Title _____

* The percentage (%) for E&C (Engineering and Contingencies) charges varies from project to project depending on the contract amount of the project. Projects with a higher contract amount will have a lower rate of E&C charge. For a specific project, E&C rate (%) can be derived from the cost of "Engineering and Contingencies" in the "Estimated Cost" of the project.

Funding for this Change Order has been arranged:	
_____ TxDOT Representative	_____ Date
Typed/Printed Name: _____	



CHANGE ORDER NBR.

75

REPORT DATE: 11/22/2023 10:44:44AM

CONTRACT ID: 091271003
PROJECT: C 912-71-3
CONTRACT: 04173038
AWARD AMOUNT: \$12,380,276.54
PROJECTED AMOUNT: \$12,438,632.54
ADJ PROJECTED AMT: \$13,936,345.13
PEND ADJ PROJ AMT: \$13,951,256.81
CONTRACTOR: J.D. ABRAMS, L.P.
CO AMOUNT: \$1,061.78
CO TYPE: NON-PARTICIPATING
3RD PARTY AMOUNT: \$1,061.78
APPRV LEVEL: OVERRIDE

HIGHWAY: CS
DISTRICT: 12
COUNTY: HARRIS
AREA ENGINEER: Hamoon Bahrami, P.E.
AREA NUMBER: 058

DESCRIPTION: Removal of Existing Bushes between Webster St. and Gray St.
REASON: 1C - 1C-DESIGN ERROR OR OMISSION (OTHER)
SECONDARY REASON(S):

Functions:	
<input checked="" type="checkbox"/> Extra Work	<input type="checkbox"/> Force Account
<input type="checkbox"/> Zero Dollar	<input type="checkbox"/> Final Quantity
<input type="checkbox"/> Overrun/Underrun	<input type="checkbox"/> Change Project Limits
<input type="checkbox"/> Time Adjustment	<input type="checkbox"/> Delete/Add CSJ
<input type="checkbox"/> Stock Account	

DESCRIBE THE REASON FOR THE CHANGE ORDER AND WHAT IS BEING CHANGED. WHEN NECESSARY, INCLUDE EXCEPTIONS TO THIS AGREEMENT:

This change order will provide for adding one unique item of work to the contract for the removal of existing bushes.

The project plans, designed by ESPA, call for the reconstruction of a concrete roadway consisting of a 2-lane roadway with curb and gutter, curb side parking lanes, storm sewer, waterlines, sanitary sewer lines, bike lanes, landscape and street lighting improvements. The limits are from Elgin Street to Pierce Street in Harris County, Texas, a total of 0.689 miles.

The Contractor submitted Request for Information (RFI) No. 198 for direction on how to proceed with the proposed sidewalk installation on Caroline Street between Webster Street and Gray Street (approximate Sta. 31+00, RT, and Sta. 33+00, RT) as the contract plans called for the sidewalk to be installed through the bushes. These bushes were not indicated to be removed in the contract demolition plan sheets. In his response to the RFI, the Designer stated that the bushes should be removed to allow for installation of the proposed sidewalk per plan. The Contractor removed the bushes on June 9, 2021. To compensate the Contractor for the removal of the existing bushes, this change order will add Item 9608-2059, UNIQUE CHANGE ORDER ITEM 59, REMOVAL OF EXISTING BUSHES, at a quantity of 1.00 LS and at a unit price of \$1,061.78/LS, where DOL=LS. After a thorough review of the Contractor's pricing support documentation, the West Harris Area Office has determined the price to be fair and reasonable.

The revisions covered by this change order do not require revisions to the original environmental clearances or approval by the Texas Department of Licensing and Regulation. The total change order amount for this project has exceeded 10 percent of the original contract amount, and this change order will require the approval of the District Engineer. The revisions covered by this change order are estimated to overrun the funds authorized for this project by \$1,061.78. This change order is associated with a third-party amount per the advanced funding agreement. Midtown Management District will be covering 100% of the total change order. The Engineering and Contingencies on this project is 4.95% (\$52.56) making the third-party total cost \$1,114.34.

ADDITIONAL TIME NOT NEEDED

"By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change and that this agreement is made in accordance Item 4 and the Contract. Exceptions should be noted in explanation above."

THE CONTRACTOR

BY: _____
DATE

TYPED/PRINTED NAME: _____
DATE

TYPED/PRINTED TITLE: _____
DATE

AREA ENGINEER: _____
DATE

AREA ENGINEER'S SEAL:

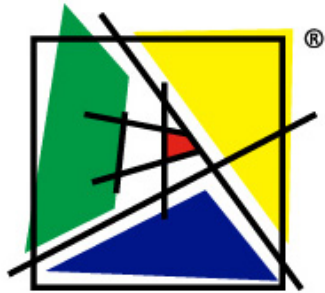
DISTRICT ENGINEER: _____
DATE

DIRECTOR, CONSTRUCTION DIVISION: _____
DATE

DEPUTY EXECUTIVE DIRECTOR: _____
DATE

FHWA: _____
DATE

DRAFT



midtown
H O U S T O N

**CAROLINE STREET
CHANGE ORDER**

#76

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 76

Third Party Funding Notification Sheet

This form is used when the subject change order involves funding by a source other than TxDOT/U.S. DOT, and involves third parties who are providing funding under an Advance Funding Agreement or Donation Agreement.

1. Outside funding provided by:

Midtown Management District

(Outside Entity's Legal Name)

2. Type of outside funding agreement for this change:

- Existing Amended New
[Check one]

3. Indicate the type and amount of funding:

- Fixed Price (Lump Sum) (Estimated Amount _____)
 Actual Cost

CCSJ:	0912-71-003
Project:	C 912-71-3
Highway:	CS
County:	Harris
District:	Houston
Contract Number:	04173038

(a) Contract Items (Bid Items):

\$2,354.31

(b) E&C*:

$$(a) \times \frac{.0495}{\text{enter \%}} = \frac{\$116.54}{\text{_____}}$$

TOTAL

\$2,470.85

Use as needed:

I hereby acknowledge notification of the modifications covered by this Change Order.

Date _____

By _____

Typed/Printed Name _____

Typed/Printed Title _____

* The percentage (%) for E&C (Engineering and Contingencies) charges varies from project to project depending on the contract amount of the project. Projects with a higher contract amount will have a lower rate of E&C charge. For a specific project, E&C rate (%) can be derived from the cost of "Engineering and Contingencies" in the "Estimated Cost" of the project.

Funding for this Change Order has been arranged:	
_____ TxDOT Representative	_____ Date
Typed/Printed Name: _____	



CHANGE ORDER NBR.

76

REPORT DATE: 11/27/2023 11:03:49AM

CONTRACT ID: 091271003
PROJECT: C 912-71-3
CONTRACT: 04173038
AWARD AMOUNT: \$12,380,276.54
PROJECTED AMOUNT: \$12,438,632.54
ADJ PROJECTED AMT: \$13,936,345.13
PEND ADJ PROJ AMT: \$13,951,256.81
CONTRACTOR: J.D. ABRAMS, L.P.
CO AMOUNT: \$2,354.31
CO TYPE: NON-PARTICIPATING
3RD PARTY AMOUNT: \$2,354.31
APPRV LEVEL: OVERRIDE

HIGHWAY: CS
DISTRICT: 12
COUNTY: HARRIS
AREA ENGINEER: Hamoon Bahrami, P.E.
AREA NUMBER: 058

DESCRIPTION: Change to Finishing of Bollards
REASON: 4D - 4D-3RD PARTY ACCOMMODATION - OTHER
SECONDARY REASON(S):

Functions:

<input checked="" type="checkbox"/> Extra Work	<input type="checkbox"/> Force Account
<input type="checkbox"/> Zero Dollar	<input type="checkbox"/> Final Quantity
<input type="checkbox"/> Overrun/Underrun	<input type="checkbox"/> Change Project Limits
<input type="checkbox"/> Time Adjustment	<input type="checkbox"/> Delete/Add CSJ
<input type="checkbox"/> Stock Account	

DESCRIBE THE REASON FOR THE CHANGE ORDER AND WHAT IS BEING CHANGED. WHEN NECESSARY, INCLUDE EXCEPTIONS TO THIS AGREEMENT:

This change order will provide for adding one unique item of work to the contract for the revision made to the finishing of the bollards.

The project plans, designed by ESPA, call for the reconstruction of a concrete roadway consisting of a 2-lane roadway with curb and gutter, curb side parking lanes, storm sewer, waterlines, sanitary sewer lines, bike lanes, landscape and street lighting improvements. The limits are from Elgin Street to Pierce Street in Harris County, Texas, a total of 0.689 miles.

The Contractor submitted Shop Drawing No. 134 on July 13, 2020, for the bollards as called for on Plan Sheet No. 390. The submitted shop drawing indicated the finish of the bollards to be hot dip galvanized. Shop Drawing No. 134 was approved by the Engineer of Record (EOR) on July 15, 2020, and emailed to the Department and the Contractor on August 4, 2020. The contractor fabricated the bollards per approved Shop Drawing No. 134. Per the Site Details in the contract plans (Plan Sheet No. 390), a mockup of the bollard is required prior to installation. When the EOR and the Landscape Architect reviewed the mockup of the fabricated bollard, they instructed that the finish of the bollard is to be mild steel. After coordination between all parties, it was determined to have the contractor sandblast the galvanization off the fabricated bollards prior to installing them. Therefore, to compensate the Contractor for the revision made to the finishing of the bollards, this change order will add Item 9608-2060, UNIQUE CHANGE ORDER ITEM 60, CHANGE TO BOLLARD FINISH, at a quantity of 1.00 LS and at a unit price of \$2,354.31/LS, where DOL=LS. After a thorough review of the Contractor's pricing support documentation, the West Harris Area Office has determined the price to be fair and reasonable.

The revisions covered by this change order do not require revisions to the original environmental clearances or approval by the Texas Department of Licensing and Regulation. The total change order amount for this project has exceeded 10 percent of the original contract amount, and this change order will require the approval of the District Engineer. The revisions covered by this change order are estimated to overrun the funds authorized for this project by \$2,354.31. This change order is associated with a third-party amount per the advanced funding agreement. Midtown Management District will be covering 100% of the total change order. The Engineering and Contingencies on this project is 4.95% (\$116.54) making the third-party total cost \$2,470.85.

ADDITIONAL TIME NOT NEEDED

"By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change and that this agreement is made in accordance Item 4 and the Contract. Exceptions should be noted in explanation above."

THE CONTRACTOR

BY: _____
DATE

TYPED/PRINTED NAME: _____
DATE

TYPED/PRINTED TITLE: _____
DATE

AREA ENGINEER: _____
DATE

AREA ENGINEER'S SEAL:

DISTRICT ENGINEER: _____
DATE

DIRECTOR, CONSTRUCTION DIVISION: _____
DATE

DEPUTY EXECUTIVE DIRECTOR: _____
DATE

FHWA: _____
DATE

DRAFT

