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**MIDTOWN REDEVELOPMENT AUTHORITY/
TIRZ#2
BOARD OF DIRECTORS MEETING
MARCH 28, 2024**



**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, March 28, 2024, at 12:30 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. Members of the public may attend and/or offer comments in person as provided on the agenda and as permitted by the presiding officer during the meeting, or may view the meeting through the following link:

https://teams.microsoft.com//meetup-join/19%3ameeting_MTFIYjl2NGYtYjl3Yi00YTVILWJkZmltNDE1Zjk4NmQ1Y2Jh%40thread.v2/0?context=%7b%22id%22%3a%2264ae36a4-5920-4081-bbb2-c3260f4221e0%22%2c%22oid%22%3a%223a154e90-eb27-484b-a1b2-2674d18d9a0e%22%7d

Meeting ID: 247 576 862 826 Passcode: GddGFQ

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. Consent Agenda for the Midtown Reinvestment Zone
 - a. Minutes for February 29, 2024.

4. Consent Agenda for the Authority
 - a. Minutes for February 29, 2024
 - b. Monthly financial reports for February 29, 2024
 - c. Funding to Rice University, Acting By And Through Rice Management Company, pursuant to Development Agreement
 - d. Annual renewal of Professional Services Agreement with The Goodman Corporation
5. Cultural Facilities Grants
 - a. Buffalo Soldiers Museum
 - b. LULAC
6. Midtown Affordable Housing Program
 - a. Affordable Housing Update
 - i. Recommendation regarding conveyance of four tracts of land to the Herbert Stroman Foundation
 - ii. Recommendation regarding conveyance of one additional tract of land to Epic Homes, LLC
 - b. Affordable Housing Operations Campus
 - i. Change Orders
 - ii. 2024 Budget for Affordable Housing Operations Center
 - c. Development and Purchase Agreement with Lin Development Group LLC for development of single-family homes for sale to qualified homebuyers
 - d. Grant Agreement with Houston Habitat for Humanity, Inc. for development of single-family homes for sale to qualified homebuyers
 - e. Grant Agreement with Fifth Ward Community Redevelopment Corporation for development of single-family homes for sale to qualified homebuyers
7. Midtown Capital Improvements Program
 - a. Caroline Street Reconstruction
 - i. Change Orders
 - b. Brazos Street Bridge Landscape Improvements
 - i. Change Orders
 - c. Brazos Street Reconstruction
 - d. Urban Redevelopment Plan – North Midtown Study Area
 - i. Real Estate Consulting Services Agreement
8. Review of Administrative and Personnel Matters, including legal consultation
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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ZONE CONSENT MINUTES

CONFIDENTIAL & UNCLASSIFIED

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

February 29, 2024

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, February 29, 2024, 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 Foster, Murphy, and Thomas. Director Lewis was present remotely.

In attendance were Authority staff members: Kandi Schramm, Vernon Williams, Marlon Marshall, Jeremy Rocha, Kayler Williams, Willie Larry, and Jaime Giraldo; Melissa Morton of The Morton Accounting Services; Peggy Foreman of Burney & Foreman; Mary Buzak and Barron F. Wallace of Bracewell LLP, Algenita Davis, Alirma Davis, Linda Mitchell, Bob Bradford and Sean Haley of CCPPI; Roberta Burroughs of Roberta F. Burroughs & Associates; Alex Ramirez of Design Workshop; Glen Crawford of Aurora Tech Services; Jennifer Curley of City of Houston; Andrea Moore of Partners Real Estate; Byron Smith of RMS Homes; Rachel Ray and Brian Lozano of Walter P. Moore; Jonathan de la Garza of Houston Homeboys; Carol Harrison of IDS Engineering Group; Bryan Brown of The Goodman Corporation and Scott Harbors, Midtown resident.

Chair Odom called the meeting to order.

MINUTES FOR JANUARY 25, 2024

Director LeFlore made motion to approve the minutes for January 25, 2024. The motion was seconded by Director Middleton and carried by unanimous vote.

EXECUTIVE SESSION

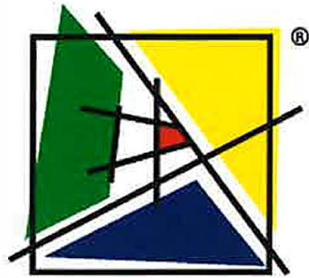
The Board did not enter a closed executive session.

ADJOURN

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

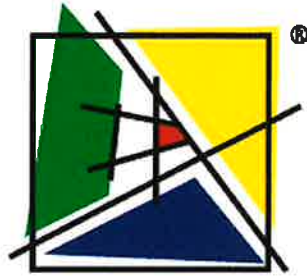
Camille Foster, Asst. Secretary

Date



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**AUTHORITY CONSENT
AGENDA**



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AUTHORITY MINUTES

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

February 29, 2024

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 and via videoconference on Thursday, February 29, 2024, 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 LeFlore
3	Michael Lewis	8	John Thomas
4	Michael F. Murphy	9	Zoe Middleton
5	Al Odom		

and all of the above were present in person at the meeting location except Director Lewis, who was present via videoconference. Directors Foster, Murphy, and Thomas were absent.

In attendance were Authority staff members: Kandi Schramm, Vernon Williams, Marlon Marshall, Jeremy Rocha, Kayler Williams, Willie Larry, and Jaime Giraldo; Melissa Morton of The Morton Accounting Services; Peggy Foreman of Burney & Foreman; Mary Buzak and Barron F. Wallace of Bracewell LLP; Algenita Davis, Alirma Davis, Linda Mitchell, Bob Bradford and Sean Haley of CCPPI; Roberta Burroughs of Roberta F. Burroughs & Associates; Alex Ramirez of Design Workshop; Glen Crawford of Aurora Tech Services; Jennifer Curley of City of Houston; Andrea Moore of Partners Real Estate; Byron Smith of RMS Homes; Rachel Ray and Brian Lozano of Walter P. Moore; Jonathan de la Garza of Houston Homeboys; Carol Harrison of IDS Engineering Group; Bryan Brown of The Goodman Corporation and Scott Harbors, Midtown resident.

Chair Odom called the meeting to order.

PUBLIC COMMENTS

Scott Harbors, Midtown resident, spoke about the Brazos Street Reconstruction. Mr. Harbors recommended underground low water irrigation, using solid plates instead of grids, embedded powerlines, and protecting the tree roots with fencing. Mr. Harbor also noted that all contractors should provide the community or the Authority with an update of the construction progress.

Director Odom requested that Mr. Harbors contact Marlon Marshall, Sr. Director of Engineering and Strategic Development, regarding his requests and concerns.

CONSENT AGENDA FOR THE AUTHORITY

MINUTES FOR JANUARY 25, 2024 **MONTHLY FINANCIAL REPORTS FOR JANUARY 2024** **RATIFY FIRST AMENDMENT TO OPTION AGREEMENT WITH WILLIAM A. LAWSON INSTITUTE FOR PEACE AND PROSPERITY, INC.**

Director Goren noted that he was absent from the January Board meeting and requested that the minutes for January 25, 2024 be amended to reflect that he was not present.

The First Amendment to the Option Agreement with the William A. Lawson Institute for Peace and Prosperity, Inc. ("WALIPP") includes technical changes to the option agreement to facilitate WALIPP's application for low-income housing credits from the Texas Department of Housing and Community Affairs for an affordable housing senior residence. WALIPP is partnering with Volunteers of America on the project. Barron Wallace of Bracewell LLP noted that the amendment to the option agreement includes an increase in the number of affordable housing units that will be constructed.

Director Fontaine made a motion to approve the monthly financial reports for January 2024 as presented, the minutes for January 25, 2024, as amended, and the ratification of the First Amendment to Option Agreement with WALIPP as presented. The motion was seconded by Director LeFlore and carried by unanimous vote.

AFFORDABLE HOUSING PROGRAM

AFFORDABLE HOUSING UPDATE

Algenita Davis of CCPPI noted that the affordable housing senior residence that will be constructed by WALIPP, as discussed under the consent agenda, has been approved for support by the City of Houston ("City") for a 9% tax credit application. The project will have a total of 102 units.

Ms. Davis mentioned the City did not approve the Trinity East CDC projects for support, but Trinity East CDC is proceeding forward with a 4% tax credit application for construction of 100 units.

Ms. Davis reported that on February 28, 2024, the City Council approved the memorandum of understanding with the Authority that will provide up to \$2,300,000 to fund \$50,000 subsidies to qualified homebuyers under the City's Affordable Housing Development Program.

Ms. Davis also reported that five or six affordable housing homeowners met with HCAD to protest their appraisals to reflect the actual sale price they paid

for their homes and that HCAD has modified the appraisals of those homes following those meetings. CCPPI will schedule a meeting for other homeowners to assist them in contacting HCAD to protest the appraised value of their residences and potentially lower their property tax payments.

RECOMMENDATION OF AWARD RELATING TO 16 LOTS TO PRH PRESERVATION, INC.

Ms. Davis presented a request from PRH Preservation, Inc. (“PRH”) for award of sixteen lots for the purpose of constructing 100 units of affordable housing as part of the Southeast Affordable Housing Initiative targeted for low-income housing.

Director Middleton made a motion to approve the recommendation of award relating to the sixteen lots to PRH as presented. The motion was seconded by Director Goren and carried by unanimous vote.

AFFORDABLE HOUSING OPERATIONS CAMPUS

CHANGE ORDERS

Marlon Marshall, Sr. Director of Engineering & Strategic Development, reported that the construction at the Affordable Housing Operations Campus for the 2nd floor tenant improvements for Third Ward Community Cloth and Houston Area Urban League is nearly complete, pending a punch list inspection.

PRESENTATION BY ARVO REALTY ADVISORS REGARDING 3131 EMANCIPATION

George Wyche, Jr. of ARVO Realty Advisors (“ARVO”) reported on lease projections for 2024 at the Affordable Housing Operations Campus. ARVO anticipates executing a lease for a large block of space on the 3rd floor at market rate, which would put the building at 81% leased, outperforming the market. Overall, there is a 25% vacancy rate for office buildings across Houston.

The remaining space available will be five suites with the largest space being approximately 3,500 square feet. There will be three suites on the 5th floor and two on the 3rd floor. 85% of the building is projected to be under lease by the end of 2024.

Director Goren asked about the identity of the prospective new tenant and the proposed square footage to be leased. Mr. Wyche stated that since

negotiations are currently underway, he would share that information with the Board in an executive session, if requested.

Director Odom asked whether ARVO is pursuing any potential tenants who provide affordable housing-related services for the remaining suites. Mr. Wyche stated that they are aggressively pursuing that market niche and prospects have taken a close look at the Affordable Housing Operations Campus. .

Director Fontaine asked about the average lease term. Mr. Wyche stated that all leases have a term of at least five years and some tenants have seven- and ten-year leases with annual rental increases.

2024 BUDGET FOR AFFORDABLE HOUSING OPERATIONS CENTER

Ms. Andrea Moore of Partners Real Estate (“Partners”) mentioned that Partners presented the 2024 Affordable Housing Operations Campus budget package at the last meeting but the Board did not approve the budget at that time.

Following discussion of the 2024 budget for the Affordable Housing Operations Campus, the Board tabled consideration of the item pending further review of the projections on which the budget is based.

Director Odom stated that the budget should be considered for approval at the next Board meeting.

DEVELOPMENT AND PURCHASE AGREEMENT WTH TITANIUM BUILDERS L.L.C.

Mary Buzak of Bracewell LLP presented the development and purchase agreement with Titanium Builders L.L.C. for development of six affordable single-family residences using two floor plans. A maximum sale price for each floor plan is established in the development agreement, and the homes are required to be sold to income-qualified affordable homebuyers. Ms. Buzak noted that this agreement is one of several that will be presented to the Board in the next few months as part of an affordable housing initiative for the development and construction of fifty single-family affordable homes on Authority lots by six non-profit and for-profit developers.

Director Goren made a motion to approve a resolution authorizing the Development and Purchase agreement with Titanium Builders L.L.C. The motion was seconded by Director Middleton and carried by unanimous vote.

MIDTOWN CAPITAL IMPROVEMENT PROGRAM

CAROLINE STREET RECONSTRUCTION

Mr. Marshall reported the revised design changes have been submitted to the City's Houston Public Works interagency group for final approval of pilot areas for proposed corrections not addressed by TxDOT contractor.

CHANGE ORDERS

Mr. Marshall reported that Change Order #17 is a credit in the amount of (\$249,090.71) for the pedestrian lighting package material provided by the Authority. Director Goren made a motion to approve Change Order #17 as a credit amount of (\$249,090.71) for reimbursement of pedestrian lighting package material provided by the Authority. The motion was seconded by Director Middleton and carried by unanimous vote.

Mr. Marshall reported that Change Order #49 in the amount of \$10,882.24 is for revisions to the traffic control plan for Webster Street. Director Goren made a motion to approve Change Order #49 in the amount of \$10,882.24 for revisions to the traffic control plan. The motion was seconded by Director Fontaine and carried by unanimous vote.

Mr. Marshall reported that Change Order #50 in the amount of \$3,448.64 is for repair to unmarked existing sanitary sewer line at Elgin Street. Director Goren made a motion to approve Change Order #50 in the amount of \$3,448.64 for repair to unmarked existing sanitary sewer line at Elgin Street. The motion was seconded by Director LeFlore and carried by unanimous vote.

Mr. Marshall reported that Change Order #79 in the amount of \$910.59 is for the delay due to unmarked existing communication line. Director Goren made a motion to approve Change Order #79 in the amount of \$910.59 for the delay due to unmarked existing communication line. The motion was seconded by Director Fontaine and carried by unanimous vote.

Mr. Marshall reported that Change Order #80 in the amount of \$2,872.82 is for revisions to traffic control plan between McIlhenny Street and Pierce Street. Director Goren made a motion to approve Change Order #80 in the amount of \$2,872.82 for revisions to traffic control plan between McIlhenny Street and Pierce Street. The motion was seconded by Director Fontaine and carried by unanimous vote.

BRAZOS STREET BRIDGE LANDSCAPE IMPROVEMENTS

Mr. Marshall reported the Brazos Street Bridge Landscape Improvements project will enhance the landscaped area at the intersection of Bagby Street and Elgin Street. The project is scheduled to be installed in early March.

CHANGE ORDER

Mr. Marshall reported that Change Order #1 in the amount of \$3,821.78 is for hand trenching around large tree roots to install additional irrigation lines, remobilization after the freeze for installation of trees and plantings. Director Goren made a motion to approve Change Order #1 in the amount of \$3,821.78 for hand trenching around large tree roots to install additional irrigation lines, remobilization after the freeze for installation of trees and plantings. The motion was seconded by Director Fontaine and carried by unanimous vote.

BRAZOS STREET RECONSTRUCTION

Mr. Marshall reported the updated design concept work for the Brazos Street Reconstruction Project will include roadway, infrastructure, and streetscape enhancements. The initial public engagement has been released and publicized in the Midtown e-newsletter and social media platforms. engagement for the project will begin in the early third quarter.

URBAN REDEVELOPMENT PLAN – NORTH MIDTOWN STUDY AREA

Mr. Marshall presented a proposed Consulting Services Agreement from Cushman & Wakefield to provide general real estate advisory services with certain deliverables outlined in the scope of services attached to the agreement.

In response to a question from Director Lewis, Mr. Marshall confirmed that the Authority has entered into similar consulting agreements with other real estate brokers in the past. Mr. Wallace noted that there was such an agreement in connection with the redevelopment of 3300 Main and the Superblock. After further discussion, Director Lewis mentioned reviewing bullets #2, 3, 9, 13, 14 and 15 in the scope of services to ensure that Cushman & Wakefield is providing deliverables that will be useful and valuable to the Authority.

Mr. Marshall reported that the proposed Cushman & Wakefield Consulting Services Agreement will be reviewed by Bracewell LLP. A negotiated agreement will be presented to the Board for consideration at a future meeting.

Director Goren made a motion to authorize Bracewell LLP to negotiate the Cushman & Wakefield Consulting Services Agreement. The motion was

seconded by Director Middleton and carried by unanimous vote. Director LeFlore recused herself and abstained from voting.

EXECUTIVE SESSION

The Board did not enter into an Executive 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

Ordinary Income/Expense	
Income	
400000 · Revenue & Support	
400009 · City of Houston Tax Increment	693,799.66
400023 · HTC Build Out Reimbursement	4,677.42
400025 · Interest-Debt Service & Reserve	259,228.05
400026 · Interest-Other Bond Funds	149.89
400029 · Interest - Affordable Housing	124,256.42
400030 · Interest-Operating Funds	616,688.34
400031 · Interest Income	70,867.05
400040 · 3131 EMANCIPATION	412,886.01
400041 · Affordable Housing Apts Units	106,531.68
400042 · 402 & 410 Tenant Inome	128,656.96
Total 400000 · Revenue & Support	2,417,741.48
40010 · Other Revenue	
400032 · Other Revenue	1.00
Total 40010 · Other Revenue	1.00
400441 · Bagby Park Kiosk Lease	28,800.00
Total Income	2,446,542.48
Gross Profit	2,446,542.48
Expense	
500000 · BOND FUND EXPENSES	
500415 · T-0225 Mobility	37,083.99
500419 · Camden Int.	247,711.94
504000 · Projects & Expenses	
500007 · T-0234 Parks and Open Space	2,280.00
500015 · T-0222 Street Rehab	190.00
500021 · T-0203 Entry Portals	13,858.48
500046 · T-0221 Midtown Park	-26,385.57
500412 · T-0239 Brazos St Recon	192,112.48
504000 · Projects & Expenses - Other	1,117.11
Total 504000 · Projects & Expenses	183,172.50
Total 500000 · BOND FUND EXPENSES	467,968.43
510000 · INCREMENT PROJECTS/EXPENSE	
510008 · T-0220 Afford Housing Land Bnk	
510013 · T-0220 Affordable Housing Legal	129,434.40
510017 · T-0220 Drainage Fees	12,703.35
510018 · Fines	2,699.12
512001 · T-0220 Aff Hous Expense	1,399,007.54
512002 · Interest Expense	188,553.57
512003 · Operations Center	
5120037 · Tenant Improvements	1,010,009.10
512003 · Operations Center - Other	782,953.42
Total 512003 · Operations Center	1,792,962.52
Total 510008 · T-0220 Afford Housing Land Bnk	3,525,360.50
510019 · T-0214 Caroline St	18,943.06
510024 · T-0204 Infrastruc/Street Lights	1,064.04
510040 · Developer Reimbursement	2,147,893.06

No assurance is provided on these financial statements

Midtown Redevelopment Authority
Profit & Loss
 July 2023 through February 2024

	Jul '23 - Feb 24
510041 · CIP Program Expenses	
510094 · Midtown CIP TM	33,895.00
510041 · CIP Program Expenses - Other	4,000.00
Total 510041 · CIP Program Expenses	37,895.00
510043 · T-0234 Parks & Open Space & Mob	50,206.96
510044 · T-0236 Bagby Park	110,455.00
510045 · T-0224 HTC I - Bldg Maintenance	129,827.08
510046 · T-0221 Midtown Pk	43,484.05
510053 · T-0233 Midtown Garage	14,759.98
510096 · T-0207 Opr of Zone Prj Faciliti	1,196,158.97
510102 · HMAAC Interest Expense	16,567.73
510400 · Kiosk at Bagby Park	23,800.00
510534 · T-0225 Mobility & Pedest Imprv	165,990.48
510536 · T-0248 Tuam Street	716,665.51
510700 · Municipal Services Costs	-70,000.00
Total 510000 · INCREMENT PROJECTS/EXPEN...	8,129,071.42
550000 · General & Admin. Expense	
550002 · Contract Labor	31,199.04
550003 · Rent Expense	7,200.00
550004 · Salaries	
550005 · Salary Reimb & Office Expp	-962,518.04
550014 · Health Insruance	114,796.78
550015 · AFLAC	-1,167.24
550018 · Life Insurance	218.74
550021 · 401K contributions	34,272.26
550044 · Payroll Expense & PR Tax Exp	12,712.09
550047 · Soc Sec - Medicare	80,331.44
550004 · Salaries - Other	1,492,274.25
Total 550004 · Salaries	770,920.28
550007 · Courier Service	228.07
550008 · Office Supply & Expense	5,039.40
550009 · Misc Exp	100,828.00
550010 · Telephone & Utilities	
5500117 · GAS	1,745.73
550110 · Cellular Service	1,179.73
550112 · MIDTOWN Website	2,000.00
550113 · Drainage fee	1,510.85
550010 · Telephone & Utilities - Other	1,015.38
Total 550010 · Telephone & Utilities	7,451.69
550012 · Postage	932.57
550020 · Int Expense BBVA	34,036.58
550022 · Bank Charges & Fees	28,337.77
550023 · Trust Expenses	17,461.00
550025 · Professional Services	133,699.50
550026 · Accounting Consultants	98,333.74
550027 · Financial Audit	
550001 · Construction Audit	22,000.00
550027 · Financial Audit - Other	49,479.00
Total 550027 · Financial Audit	71,479.00

No assurance is provided on these financial statements

Midtown Redevelopment Authority
Profit & Loss
 July 2023 through February 2024

	Jul '23 - Feb 24
550028 · Legal Consultants	260,635.17
550030 · Planning Consultants	148,618.81
550031 · HTC Bldg Maintenance	15,954.36
550032 · Engineering Consultants	18,254.30
550033 · Professional Fees/Other Consult	9,360.00
550034 · Equip Rent & Lease Expense	-27.16
550037 · Workman's Comp Insurance	3,074.51
550038 · Insurance - All	489,458.00
550039 · Computers & Repairs & Maint	11,541.44
550040 · Repair & Maintenance	12,703.83
550045 · Payroll Fees	15,203.05
550046 · Reimb. Employee Office Exp.	541.20
550058 · Travel	1,438.28
	2,293,902.43
Total 550000 · General & Admin. Expense	2,293,902.43
999999 · SUSPENSE	50,036.64
	10,940,978.92
Total Expense	10,940,978.92
Net Ordinary Income	-8,494,436.44
Other Income/Expense	
Other Expense	
59000 · Other Expense	7,227.79
999990 · Ask My Accountant	-3,342.00
	3,885.79
Total Other Expense	3,885.79
Net Other Income	-3,885.79
Net Income	-8,498,322.23

No assurance is provided on these financial statements

Midtown Redevelopment Authority
Balance Sheet
 As of February 28, 2024

	Feb 28, 24
ASSETS	
Current Assets	
Checking/Savings	
101001 · Wells Fargo Ope Acctg 64040	79,211.82
101002 · Infrastructure Projects 1731	874,471.79
101010 · WF Surplus Acct 63943	72,754.45
101020 · WF FTA Enhanced Path 63919	61.04
101030 · Wells Fargo 1094	416,169.95
102200 · Logic Operating Account	14,890,421.75
103200 · TexStar Operating Acct 1111	7,452.40
103600 · Wells Fargo Oper Inves 63901	303.37
103700 · WF Operating Saving 3215777180	45,534.49
104000 · Affordable Housing Accounts	
104021 · WF Afford Hous 3927	5,388,876.38
104022 · WF Pilot Program 3935	349.69
104116 · TexStar Aff. Hsng MM 1800	2,159.42
104200 · Logic Affordable Housing	2,288,306.41
1043000 · PNC BBVA USA	375,572.68
1044000 · Wells Fargo NAI - 2259	72,299.23
Total 104000 · Affordable Housing Accounts	8,127,563.81
105000 · Trustee Investments	
105001 · Pledge Revenue Fund 422885	2,375,362.84
105002 · Debt Service Fund	7,145,815.80
105003 · Reserve Fund 422897	7,738,535.35
105009 · Austin Park Maint. Fund 422919	3,786.46
107000 · BOND FUNDS	4,730.50
Total 105000 · Trustee Investments	17,268,230.95
Total Checking/Savings	41,782,175.82
Accounts Receivable	
130100 · Tax Increments Receivable	
103150 · City of Houston - Tax Increment	-0.33
130100 · Tax Increments Receivable - Other	-2,326,638.00
Total 130100 · Tax Increments Receivable	-2,326,638.33
170000 · Accounts Receivable	480,616.97
Total Accounts Receivable	-1,846,021.36
Other Current Assets	
160050 · New Undeposited Funds	-19,172.00
170022 · AR Allowance - HTC Buildout	-338,285.67
Total Other Current Assets	-357,457.67
Total Current Assets	39,578,696.79

No assurance is provided no these financial statements

Midtown Redevelopment Authority
Balance Sheet
As of February 28, 2024

	Feb 28, 24
Fixed Assets	
150000 · Fixed Assets	
150010 · Office Furniture & Equipment	68,129.62
150011 · Accumulated Depreciation-Furn.	-28,644.36
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 · Accum 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
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
1500785 · Accum Depreciation - Bagby Park	-174,965.00
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
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
Total 150078D · Midtown Park - Depreciable Asse	15,487,804.20
150078E · Land - Operations Center	1,999,033.00
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	
15078J2 · Operation Center - Non Depr Ass	3,346,134.37
150078J · Opration Center Dep Asset - Other	28,636,502.00
Total 150078J · Opration Center Dep Asset	31,982,636.37
150078K · Midtown Park -Placed in Service	-5,506,202.00
150079B · Works of Art - Donated	1,137,027.00
150080 · Land (Resale)	36,521,170.36
150080A · Land Held for Resale	-8,669,043.61
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
Total 150000 · Fixed Assets	117,002,767.16
Total Fixed Assets	117,002,767.16
Other Assets	
180000 · Travel Advance	307.96

No assurance is provided no these financial statements

180530 · Deferred Inflow	-6,291,495.00
Total 180500 · Leases	43,052.00
Total Other Assets	43,359.96
TOTAL ASSETS	156,624,823.91
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	661,340.72
Other Current Liabilities	
200001 · Current Liabilities	733,449.46
200CRI · CRI	3,000,000.00
2030112 · BBVA Taxable Loan	-2,335.65
2030113 · BBVA LOAN TAX EXEMPT	115,004.53
205000 · Current Loan Liabilities	179,625.00
2103007 · Developer Advances Midtown Park	2,088,685.76
25000 · Retainage Payable	157,521.29
Total Other Current Liabilities	6,271,950.39
Total Current Liabilities	6,933,291.11
Long Term Liabilities	
210000 · Long Term Liabilities	
210047 · Bonds Payable Series '13	21,850,000.00
210048 · Current Portion Bonds Payable	4,060,000.00
210049 · Bond Payable Series '15	2,645,000.00
210050 · Bond Payable Series 2017	34,590,000.00
210053 · Accrued Bond Int 2015 series	53,804.93
210055 · Accrued Bond Interest 13 Series	1,107,794.15
210056 · Accrued Bond Interest Series 11	0.02
210058 · Series 2013 BOND PREMIUM	842,345.07
210059 · Series 2015 Bond Prem	134,385.12
210060 · Accrued Bond Interst 2020	-88,824.96
210061 · Series 2017 Bond Premium	2,951,978.85
210062 · Accrued Bond Interest Series 17	-426,970.36
210063 · Series 2020 Bond Premium	1,639,567.95
210064 · Bonds Payable Series 2020	7,880,000.00
210065 · Bonds Payable Series 2022	-200,000.00
210066 · Accrued Bond Interest 2022	-335,764.05
Total 210000 · Long Term Liabilities	76,703,316.72
Total Long Term Liabilities	76,703,316.72
Total Liabilities	83,636,607.83
Equity	
1110 · Retained Earnings	81,466,256.16
Net Income	-8,478,040.08
Total Equity	72,988,216.08
TOTAL LIABILITIES & EQUITY	156,624,823.91

No assurance is provided no these financial statements

Type	Date	Num	Name	Memo	Credit
104000 - Affordable Housing Accounts					22
104021 - WF Afford Hous 3927					
Bill Pmt -C...	02/29/2024	4217	CCPPI	Mldtown Affordable Housing Plan Grant Sept	119,083.33
Bill Pmt -C...	02/29/2024	4218	CCPPI	Mldtown Affordable Housing Plan Grant October 20...	119,083.33
Bill Pmt -C...	02/29/2024	4219	CCPPI	Mldtown Affordable Housing Plan Grant November ...	119,083.33
Bill Pmt -C...	02/29/2024	4220	CCPPI	Mldtown Affordable Housing Plan Grant December ...	119,083.33
Bill Pmt -C...	02/29/2024	4221	Four Eleven LLC	Landscape Services January 2024	32,360.54
Bill Pmt -C...	03/01/2024	ACH	City of Houston - Water	155065	26.09
Bill Pmt -C...	03/01/2024	ACH	City of Houston - Water	155065	42.58
Bill Pmt -C...	03/01/2024	ACH	City of Houston - Water	155065	33.84
Bill Pmt -C...	03/01/2024	ACH	City of Houston - Water	155065	16.22
Bill Pmt -C...	03/01/2024	ACH	City of Houston - Water	155065	68.08
Bill Pmt -C...	03/01/2024	ACH	City of Houston - Water	155065	3.18
Bill Pmt -C...	03/01/2024	ACH	City of Houston - Water	155065	22.36
Bill Pmt -C...	03/01/2024	ACH	City of Houston - Water	155065	69.63
Bill Pmt -C...	03/01/2024	ACH	City of Houston - Water	155065	21.08
Bill Pmt -C...	03/01/2024	ACH	City of Houston - Water	155065	18.14
Bill Pmt -C...	03/01/2024	ACH	City of Houston - Water	155065	134.25
Bill Pmt -C...	03/13/2024	4222	Vergel Gay & Associates L...	Project Mgt Sevices Emancipation Bld Tenant impr...	682.00
Bill Pmt -C...	03/19/2024	4223	American Fence Company...		799.50
Bill Pmt -C...	03/19/2024	4224	Burney & Foreman		6,000.00
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	28.16
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	28.53
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	65.12
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	79.80
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	26.45
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	22.34
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	30.81
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	25.24
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	29.94
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	482.76
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	28.44
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	26.09
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	28.94
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	30.12
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	27.81
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	8.40
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	24.73
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	22.34
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	23.58
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	2.14
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	3.66
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	22.34
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	3.50
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	23.58
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	4.91
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	23.58
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	7.05
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	4.87
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	23.58
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	22.34
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	2.73
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	23.97
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	24.00
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	18.08
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	0.90
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	23.82
Bill Pmt -C...	03/25/2024	ACH	City of Houston - Water	155065	25.24
Bill Pmt -C...	03/26/2024	4225	Vergel Gay & Associates L...	Project Mgt Sevices Emancipation Bld Tenant impr...	1,282.00
Bill Pmt -C...	03/26/2024	4226	Martin Construction Mana...	Professional Services from 02-01-24 thru 02-29-24	9,000.00
Bill Pmt -C...	03/26/2024	4227	TransTeQ	February 2024 Landscaping	35,001.56
Bill Pmt -C...	03/26/2024	4228	Bracewell LLP	CCPPI Development Agreement - October 2023	6,750.00
Bill Pmt -C...	03/26/2024	4229	Bracewell LLP	General Legal Services to February 29, 2024	22,126.65
Total 104021 - WF Afford Hous 3927					592,090.91
Total 104000 - Affordable Housing Accounts					592,090.91
TOTAL					592,090.91

No assurance is provided on these financial statements

Midtown Redevelopment Authority
Wells Fargo Oper 64040 Disbursements
As of March 26, 2024

Date	Num	Name	Memo	Credit
101001 - Wells Fargo Ope Acctg 64040				
02/23/2024		ATT -2	QuickBooks generated zero amount transaction for b...	
02/23/2024	ACH	Liberty Bank and Trust	53752 FEB 2024	10,545.04
02/27/2024	ACH	G&A Partners	PR 02/29/2024	86,349.26
02/29/2024	11158	Angelika Northrup	Office Administration - February 19- February 23, 2024	675.00
02/29/2024	11159	Bee-Line Delivery Service, Inc.	550008	281.34
02/29/2024	11160	La Calle	401 Gray Street - Rollingstone Construction Reimbur...	83,967.50
02/29/2024	11161	Medley	Monthly Retainers - February 2024	2,453.34
02/29/2024	11162	Melanie Rodriguez	Office Admin Support - February 19- February 22, 20...	300.00
02/29/2024	11163	Midtown Scouts Square Property, LP	Contract Parking Spaces - 12 MARCH 2024	900.00
02/29/2024	11164	OJB	On Call Services - WO 1 JAN 2024	1,310.00
02/29/2024	11165	Otis Elevators	402 Pierce Street - Maint Serv 03/1/24 to 05/31/24	1,603.80
02/29/2024	11166	Purchase Power	Postage	247.60
02/29/2024	11167	Staples Advantage	Office supplies	1,486.69
02/29/2024	11168	Walter P. Moore		20,835.71
02/29/2024	11169	Michelle Ashton	Communications Consultant - 1.20.24 - 2.02.24	105.00
03/01/2024	ACH	City of Houston - Water	155065	584.99
03/01/2024	ACH	City of Houston - Water	155065	1,082.14
03/01/2024	ACH	City of Houston - Water	155065	2,723.37
03/06/2024	11170	Angelika Northrup	Office Administration - February 26- March 1, 2024	675.00
03/06/2024	11171	Equi-Tax, Inc.	MontlyConsultation Service fee per contract FEB 2024	500.00
03/06/2024	11172	Kainer Electrical Services, Inc.	Circuit Repairs - FEB 2024	400.00
03/06/2024	11173	Kwik Kopy	Brazos Street Project FEB 2024	279.00
03/06/2024	11174	Melanie Rodriguez	Office Admin Support - February 26- February 29, 20...	330.00
03/06/2024	11175	Michelle Ashton	Communications Consultant - 02.17.24 - 03.01.24	60.00
03/06/2024	11176	NEVA Corporation		1,000.00
03/06/2024	11177	City of Houston - Mech. Section	Annual Boiler Fee Renewal 12743 FEB 2024	123.21
03/06/2024	11178	The Morton Accounting Services	January 2024 CPA Services	20,819.44
03/13/2024	11180	AAA Plumbers	Plumbing repairs - 03.04.24	1,086.48
03/13/2024	11181	Angelika Northrup	Office Administration - March 4- March , 2024	725.63
03/13/2024	11182	Bee-Line Delivery Service, Inc.	550008	71.56
03/13/2024	11183	Comcast	410 SERVICE Ste #355 to MARCH 29, 2024	437.76
03/13/2024	11184	Comcast Business	402 & 410 SERVICE ACCT# 708743225 MAR 2024	1,500.67
03/13/2024	11185	Melanie Rodriguez	Office Admin Support - MARCH 4- MARCH 8, 2024	375.00
03/13/2024	11186	Minor Design Group, Inc	Brazos Street Project March 2024	1,035.00
03/13/2024	11187	Otis Elevators	410 Pierce Street Late Fees March 2024	188.59
03/13/2024	11188	Ready Refresh	JAN 2024- Building Water Less sales tax	363.92
03/13/2024	11189	The Goodman Corporation		13,887.70
03/13/2024	11190	THR Enterprises, Inc.	Cleaning Serices - FEB 2024	1,550.00
03/19/2024	11192	AAA Plumbers		1,702.48
03/19/2024	11193	Angelika Northrup	Office Administration - March 11- March 15, 2024	555.08
03/19/2024	11194	Bee-Line Delivery Service, Inc.	550008	22.63
03/19/2024	11195	Burney & Foreman		6,000.00
03/19/2024	11196	CENTERPOINT ENERGY 4	VOID: GAS SERICE AT 410 & 402 PIERCE 64028...	
03/19/2024	11197	Flextg Financial Services	CANNON/IR-C5750I	1,065.92
03/19/2024	11198	Melanie Rodriguez	Office Admin Support - MARCH 11- MARCH 13, 2024	240.00
03/19/2024	11199	Michelle Ashton	Communications Consultant - 03.02.24 - 03.15.24	30.00
03/19/2024	11200	Pitney Bowes Global Financial Services LL	LEASE March 30, 2024 - June 29, 2024	163.20
03/19/2024	11201	SMC Landscape Services	Tree Maintenance Webster on Fannin February 2024	1,100.00
03/19/2024	11202	TKE Elevators	Elevator Service Oct - Dec	1,410.00
03/19/2024	11203	United National Insurance Agency	Commercial Professional Liability Insurance Renewa...	49,839.38
03/19/2024	11204	Wulfe & Co.	Consulting for Bagby Park and Midown Park - FEB 2...	3,400.00
03/19/2024	11205	Carr Riggs & Ingram, LLC	CentralLease Quarterly Fee (March 2024 - May 2024)	362.50
03/21/2024	11206	Houston Public Works	Project # 14053798 - Courier Delivery	258.67
03/25/2024	ACH	Reliant Energy	402 PIERCE ST - 75237953-7 MARCH 2024	3,697.79
03/25/2024	ACH	Reliant Energy	410 PIERCE STREET - 75237956-0 MARCH 2024	2,780.90
03/26/2024	11207	Walter P. Moore		29,019.37
03/26/2024	11208	NEVA Corporation		1,000.00
03/26/2024	11209	One World Strategy Group, LLC		16,550.00
03/26/2024	11210	William Marsh Rice U	Ion Plaza & Ion Sidewalk Improvements JULY 2023	331,582.00
03/26/2024	11211	Angelika Northrup	Office Administration - March 18- March 22, 2024	517.50
03/26/2024	11212	Design Workshop, Inc.		7,702.50
03/26/2024	11213	Medley	Monthly Retainers - March 2024	2,653.34
03/26/2024	11214	Melanie Rodriguez	Office Admin Support - MARCH 18- MARCH 21, 2024	300.00
03/26/2024	11215	Bracewell LLP	Capital Improvement Project -October 31, 2023	843.75

Total 101001 - Wells Fargo Ope Acctg 64040

723,656.75

TOTAL

723,656.75

No assurance is provided on these financial statements



midtown
HOUSTON

**ION DISTRICT
REIMBURSEMENT**

DRAFT

July 17, 2023

Midtown Redevelopment Authority
410 Pierce St, Suite 355
Houston TX 77002

Re: Development Agreement Written Request for Reimbursement
Ion District – Ion Plaza and Ion Sidewalks

To whom it may concern,

Thank you for your support in Rice Management Company and The Ion District. We have completed the Ion Plaza and Ion sidewalk improvements for a grand total of \$3,988,468:

<u>Area</u>	<u>Total Cost</u>
Ion Plaza	\$2,606,107
Ion Sidewalks	\$1,382,361
<i>Wheeler Avenue</i>	<i>\$393,955</i>
<i>Main Street</i>	<i>\$489,005</i>
<i>Fannin Street</i>	<i>\$499,401</i>
Total	\$3,988,468

Attachments include *Exhibit B-1 (Phase 1 Public Infrastructure and Improvements)* and the *Annual Payment Schedule* from the Economic Development Agreement executed by and between the Midtown Redevelopment Authority and Rice University on November 10th, 2021.

Please accept this letter as our written request for reimbursement, according to the amount shown for 2023 in the *Annual Payment Schedule*, in the amount of \$331,582.

Sincerely,



Bryson Grover
Investment Manager, Real Estate Development



midtown
H O U S T O N

**THE GOODMAN
CORPORATION
AGREEMENT**

ATTACHMENT B
Form of Work Order
WORK ORDER NO. 4A

This Work Order No. 4A (this "Work Order") is issued subject to and is governed by that certain Professional Services Agreement between Midtown and Consultant date as of March 31, 2022 (the "PSA").

Work Order Date: 3/28/2024

Consultant: The Goodman Corporation

Type of Compensation: Lump Sum

Compensation: \$124,000

Location of Services: Houston, TX

Description of Services: Pursuit of Funding – Annual Contract

Schedule Requirements: Commencement of Services: 4/1/2024

Completion of Services: 3/31/2025

Midtown:

MIDTOWN REDEVELOPMENT
AUTHORITY

Consultant:

THE GOODMAN CORPOORATOIN

By: _____

Matt Thibodeaux, Executive Director

Date: _____

By:  _____

Jim Webb, CEO

Date: 3/22/24 _____



**THE GOODMAN
CORPORATION**

HOUSTON: 3200 Travis Street
Suite 200
Houston, TX 77006

AUSTIN: 911 W. Anderson Lane
Suite 200
Austin, TX 78757

**PROJECT
SCOPE**

28

PHONE: (713) 951-7951

THEGOODMANCORP.COM

Midtown Redevelopment Authority Funding Identification and Pursuit

February 2024

This scope of services will facilitate two items:

- It will provide TGC with resources to scan, research, identify and provide the Authority with monthly reports on funding opportunities and programs that fit within the organization's mission and goals. This set fee will also support TGC's participation in MRA Board meetings, Committee meetings, ad-hoc meetings, and other activities related to understanding new and ongoing projects and initiatives the Authority is endeavoring towards.
- It will provide a budgetary allocation so that upon concurrence of the Authority, TGC can complete individual grant applications and detailed work related to funding pursuit itself. This budgetary amount is meant to provide TGC with the resources, flexibility, and expediency necessary to develop and submit grant pursuit documentation given tight timeframe requirements.

Task 1 – Monitor and Present Funding Opportunities

TGC will actively monitor, review, and synthesize Notices of Funding Opportunity (NOFO) from a variety of regional, state, and federal agencies related to funding programs which MRA may be interested in pursuing.

Entities and opportunities that TGC will monitor include, but are not limited to:

- Congressionally directed funding opportunities
- Economic Development Administration
- Environmental Protection Agency
- Federal Emergency Management Administration
- Federal Highway Administration, Federal Transit Administration
- General Land Office
- Houston-Galveston Area Council
- National Not for Profits
- Texas Department of Emergency Management
- Texas Department of Transportation
- Texas Parks and Wildlife Department
- Texas Water Development Board

TGC will coordinate with the MRA staff, board, committees, and consultants on projects, project development, and activities on a monthly basis or as appropriate to remain engaged on projects and initiatives. This may range from approximately one to three meetings a month, depending on activity and necessity. TGC will discuss projects, goals, objectives, and other pertinent items with federal, state, regional, and local officials and partners towards funding pursuit as necessary as appropriate.

Finally, TGC will provide a monthly written report to MRA with information on opportunities and their relevancy to the Authority. TGC will discuss the applicability and relevancy of opportunities with MRA board, staff, and various committees as appropriate. Action on individual opportunities will occur via Task 2.

Task 2 – Pursuit of Funding

Upon concurrence from the Authority, TGC will develop grant applications and related materials inclusive of project narrative documentation, benefits documentation and related appendices, support documentation (and related coordination), technical reports and related graphics and production support. The cost of each effort will be discussed and agreed upon by MRA’s designee(s) on the individual level of effort, but a general overview is provided in the table below. The resources made available in this task are those that are initially authorized and may be increased or otherwise adjusted upon in the future.

Tier Level (Type of Grant, Per Application)	Approximate Cost Per Application
Tier 1 - Grants and opportunities which require only a narrative	\$3,000
Tier 2 - Grants which require detailed narrative and a level of basic analysis	\$8,500
Tier 3 - Grants which require detailed narrative, coordination related to application portals, basic analysis, project development, and benefits analysis	\$17,500
Tier 4 - Grants which require Tier 3 elements along with a more detailed level of analysis and project development. This Tier also requires a higher level of coordination with elected officials and other stakeholders.	\$35,000
Tier 5 - Grants which require Tier 4 elements and a higher level of analysis, project development, and benefits analysis. This Tier is inclusive of the highest level of coordination with elected officials and other stakeholders.	\$52,500

Budget Summary

Task 1 progress payments will be provided monthly per the table below. Task 2 progress payments will be made based on the cost of each individual pursuit of funding effort, as agreed upon prior. Invoices, including progress reports, will be provided each month. The costs within this scope are inclusive of all direct and indirect costs (e.g., travel, overhead, printing).

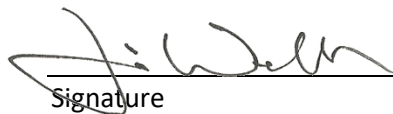
BUDGET SUMMARY		
TASK	DESCRIPTION	COST
1	Monitor and Present Funding Opportunities	\$24,000
2	Pursuit of Funding	\$100,000
	Total Authorized	\$124,000

Accepted for Midtown Redevelopment Authority

Signature Date

Print

Accepted for The Goodman Corporation

 February 7, 2024

Signature Date

Jim Webb, AICP, ENV SP

Print



midtown
HOUSTON

**Cultural Facilities
Grant Agreements**

DRAFT

CULTURAL FACILITIES POLICY MIDTOWN REDEVELOPMENT AUTHORITY

POLICY

In order to enhance and perpetuate the vitality of existing cultural facilities in Midtown, and to promote the creation of new cultural facilities in Midtown, Midtown Redevelopment Authority (the "Authority") has implemented a 380 Program to provide cultural facility grants (the "Cultural Facilities Grants," each a "Cultural Facilities Grant") to promote (i) the development, acquisition and construction of new cultural facilities or (ii) the renovation and renewal of existing cultural facilities within the boundaries of the Zone.

PROCESS

Applications for Cultural Facilities Grants ("Grant Applications") will be accepted by the Authority from October 15 through January 31 of each year (the "Application Period"), for funds to be disbursed in the following fiscal year, unless circumstances warrant other financial arrangements.

Grant Applications received during each Application Period will be reviewed by the Authority from the January 1 through the March 15 immediately following the end of each Application Period.

Those Grant Applications selected by the Authority to receive funding for the following fiscal year (the "Grant Recipients," each a "Grant Recipient") will be presented for approval at the regularly scheduled meeting of the Board of Directors of the Authority prior to the end of that fiscal year.

Funds awarded to each Grant Recipient will be distributed as determined in the recommendation of the executive director.

APPLICATION

The Grant Applications consist of a variety of questions to assist the Authority in selecting the Grant Recipients. Each Grant Application will be classified into one of three categories: (i) Existing Cultural Facilities Application, (ii) New Cultural Facilities Application or (iii) Emerging Cultural Facilities Application. Each applicant shall select the category of questions which applies to its request, based upon the type of project sought to be funded. Only those questions contained in the category applicable to the particular applicant shall be answered by such applicant.

Examples of the types of questions to be answered by each type of applicant are provided below.

Existing Cultural Facilities Application—Considerations for determining whether an entity is an Existing Cultural Facilities include: length of time operating as a cultural facility, length of time operating in Midtown, and the number of visitors or events held during the past 12 months.

1. Please describe the location of the project to be funded by the grant investment.

2. Please explain how the grant investment would assist the applicant in attaining a key element of its master plan that supports its mission.
3. Please provide an expected budget for the project, demonstrating that at least 80% of the grant investment will be expended on capital projects or to eliminate debt that has financed a capital project.
4. Please provide a description of what purpose the grant will serve (ex. increase the visitation and attendance of the institution, fund capital improvements, enhance Midtown's cultural district).
5. Please provide a timeline of the project for which the grant investment will be used in order to demonstrate that the grant investment will be structured over a period equivalent to the project.
6. Will the grant investment be matched by an individual(s) or institution(s)? If so, please provide information regarding this match, including the name of the individual(s) or institution(s) providing the matched funds and any match limitations.
7. If the applicant has received other grants, please provide copies of the grant award documents for such grants.

New Cultural Facilities Application—Any entity that does not currently have a site in Midtown shall be considered a new cultural facility in Midtown.

1. Please describe the location of the project to be funded by the grant investment.
2. Please provide a copy of the applicant's master plan and explain how the grant investment would assist the applicant in attaining a key element of its master plan that supports its mission.
3. Please provide an expected budget for the project, demonstrating that at least 80% of the grant investment will be expended on capital projects or to eliminate debt that has financed a capital project.
4. Please provide a description of what purpose the grant will serve (ex. increase the visitation and attendance of the institution, fund capital improvements, enhance Midtown's cultural district).
5. Please provide a timeline of the project for which the grant investment will be used in order to demonstrate that the grant investment will be structured over a period equivalent to the project.
6. Will the grant investment be matched by an individual(s) or institution(s)? If so, please provide information regarding this match, including the name of the individual(s) or institution(s) providing the matched funds and any match limitations.

7. If the applicant has received other grants, please provide copies of the grant award documents for such grants.

Emerging Cultural Facilities Application—Considerations for determining whether a project falls into the Existing Cultural Facilities category include whether the entity represents a new and different art form or cultural experience and whether the entity has been a resident in Midtown for less than 24 months.

1. Please describe the location of the project to be funded by the grant investment.
2. Please provide a description of applicant's purpose and mission and, if available, applicant's master plan. Explain how the grant investment would assist the applicant in attaining a key element of its master plan that supports its mission.
3. Please provide an expected budget for the project, demonstrating that at least 80% of the grant investment will be expended on capital projects or to eliminate debt that has financed a capital project.
4. Please provide a description of what purpose the grant will serve (ex. increase the visitation and attendance of the institution, fund capital improvements, enhance Midtown's cultural district).
5. Please provide a timeline of the project for which the grant investment will be used in order to demonstrate that the grant investment will be structured over a period equivalent to the project.
6. Will the grant investment be matched by an individual(s) or institution(s)? If so, please provide information regarding this match, including the name of the individual(s) or institution(s) providing the matched funds and any match limitations.
7. If the applicant has received other grants, please provide copies of the grant award documents for such grants.



midtown
HOUSTON

**BUFFALO SOLDIERS
MUSEUM**

BUFFALO SOLDIERS NATIONAL MUSEUM



Proposal to the Midtown Redevelopment Authority

1. Please describe the location of the project to be funded by the grant investment.

The Buffalo Soldiers National Museum is located at 3816 Caroline Street Houston, Texas 77004 housed in the Historic Houston Light Guard Armory, built in 1925 with the primary façade on Caroline Street between Truxillo and Alabama, a priority street in the Midtown Parks and Public Spaces Master Plan. It is also close to the Ensemble/HCC METRORail stop and the Houston Community College Central Campus.

2. Please explain how the grant investment would assist the applicant in attaining a key element of its master plan that supports its mission.

The Buffalo Soldiers National Museum (BSNM) is dedicated to exploring and displaying the stories and contributions of African Americans in the military by way of performing and visual arts, educational programming, and exhibitions. Our purpose is to educate, preserve, promote, and perpetuate the history, tradition, and outstanding contributions of the Buffalo Soldiers towards the development and defense of America from The Revolutionary War to the present.

Our vision is to extend public knowledge of the achievements of all the nation's African American armed forces personnel to the general public thus building pride and patriotism throughout all of the communities we serve. To do that, we need a facility that can support a dynamic range of exhibitions and programs to serve a growing number of visitors.

To fulfill our mission and purpose and realize our vision, it is imperative that we prepare both our building and the people who comprise our institution for a new era of growth. This campaign will:

- Protect the historic elements of our building and outfit them to meet the needs of a 21st century museum.
- Serve as a critical investment in the care and maintenance of the collection itself, including preparing the archive to reach a much larger audience by making a growing portion of the collection accessible digitally from anywhere in the world.

- Prepare our institution to accommodate a much larger number of visitors and engage them through an expanded range of programs.
- Allow us to recruit and retain staff that have the training and expertise to carry out our work effectively and efficiently.

A grant from the Midtown District will advance these goals and help us build momentum for the closing half of our campaign, but will also be an investment that reinforces the work envisioned by the Midtown Parks and Public Spaces Master Plan.

3. Please provide an expected budget for the project, demonstrating that at least 80% of the grant investment will be expended on capital projects or to eliminate debt that has financed a capital project.

Buffalo Soldiers National Museum Ready and Forward Capital Campaign	
Enhancing the Armory - Renovation & Exhibits	
Preservation	\$2,500,000
Interior Renovations	\$1,500,000
Contingency	\$600,000
Exhibit & Technology Enhancements	\$2,000,000
Director of Exhibitions	\$240,000
Exhibition & Collection Growth	\$100,000
Outdoor Exhibition	\$250,000
Elevating Archival Capabilities	
Collection Preservation	\$385,000
Archival Space	\$1,500,000
Expanding Educational Programs & Community Reach	
Museum Exhibit Programming	\$400,000
Educational Programming	\$400,000
Learning Lab Development	\$250,000
Director of Education	\$240,000
Communications Manager	\$180,000
Performing Arts Theater	\$225,000
Education Department Growth	\$100,000
Building for Sustainability & Protecting the Investment	
Staff & Wage Adjustment	\$115,000
Financial Management	\$180,000
Human Capital Growth	\$460,000
Endowment	\$1,000,000
Campaign Costs	
Donor Recognition	\$50,000
Campaign Events	\$20,000

Campaign Management	\$405,000
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CAMPAIGN TOTAL	\$13,000,000
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**Staff salary costs are projected over three years
None of the budget for this campaign is for debt
service.*

As of January 2024, gifts and pledges stand at \$6.79 million, which is 52% of our campaign goal. Key campaign supporters include: The Brown Foundation, The Elkins Foundation, Houston Endowment Inc, The Kinder Foundation, Texas Historical Commission, and the National Trust for Historic Preservation's African American Cultural Heritage Action Fund Grant, as well as 100% participation from our dedicated Board of Trustees.

4. Please provide a description of what purpose the grant will serve (ex. increase the visitation and attendance of the institution, fund capital improvements, enhance Midtown's cultural district).

Cultural heritage tourism, defined as “traveling to experience the places, artifacts, and activities that authentically represent the stories and people of the past and present,” is one of the fastest growing sectors of the tourism industry. As more and more travelers plan their trips specifically to visit cultural destinations, or are incorporating such destinations into their travel plans, research has shown the impact their visits have. As cultural tourists tend to stay longer and spend more than the average traveler, their tourism dollars strengthen local economies by creating jobs and increasing local spending. Strong cultural institutions also foster community pride and enhance local quality of life by bringing people together for programs and events.

To see ongoing benefit from cultural heritage tourism, communities must have a variety of distinctive, authentic cultural offerings that are best in class. Their investments in protecting and preserving cultural assets are what will sustain them for the long term. The BSNM is incredibly well-positioned to be an economic anchor in Midtown, attracting these highly sought-after visitors from around the country and even the world.

The grant will underwrite repairs and renovations to the museum facility that will expand and improve exhibition and programming spaces and accommodate both a wider range of programs and increased number of visitors. This includes flexible teaching space, to accommodate a greater number of student visits, and performance space, which will benefit not just BSNM, but community partners who collaborate with us.

These improvements are projected to result in a significantly enhanced visitor experience and a tripling of our annual visitor numbers. Attracting more visitors will not only help BSNM preserve and maintain the museum for years to come but will benefit the larger Midtown community both culturally and economically.

5. Please provide a timeline of the project for which the grant investment will be used in order to demonstrate that the grant investment will be structured over a period equivalent to the project.

Q3 and Q4 2024:

- Finalize renovation plan
- Continue Phase 2 of exhibit planning-specifications

Q1 and Q2 2025:

- Begin interior renovation
- Complete Phase 2
- Begin Phase 3 of exhibit planning- fabrication

Q3 and Q4 2025:

- Complete interior museum renovation
- Complete Phase 3
- Install new exhibitions
- Prepare for re-opening

Q1 2026:

- Reopening Ceremony January 5, 2026
- 25th Anniversary Celebration- Military Ball February 27, 2026

To stay on track with this timeline, we need to secure \$11 million in commitments by the end of 2024 and complete the \$13 million campaign by midyear 2025. We are confident that we will reach these campaign goals. We have several large proposals pending, and a strong plan and committee and continue to reach out to individuals, foundations, and corporations in the greater Houston area to inspire them to partner with us in this exciting endeavor.

6. Will the grant investment be matched by an individual(s) or institution(s)? If so, please provide information regarding this match, including the name of the individual(s) or institution(s) providing the matched funds and any match limitations.

There are currently not any matching investments, however in 2022 we received a \$1million challenge grant from the Kinder Foundation which we met within 6 months of the challenge and exceeded by \$500,000 with support from The Houston Endowment.

7. If the applicant has received other grants, please provide copies of the grant award documents for such grants.

The following institutions and individuals have committed to the campaign. BSNM can provide copies of grant contracts upon request. Also included is a list of proposals that are either pending or will be submitted by the end of Q2 2024.

BSNM Board of Trustees	\$175,500
Kinder Foundation	\$2,000,000
Houston Endowment Inc.	\$1,600,000
Brown Foundation	\$1,550,000
Elkins Foundation	\$500,000
Cullen Foundation	\$250,000
Texas Historical Commission	\$250,000
Confidential Corporation	\$150,000
Wortham Foundation	\$100,000
Jerry C. Dearing Family Foundation	\$100,000
National Trust for Historic Preservation	\$50,000
The Honorable James A. Baker	\$10,000
Strake Foundation	\$5,000
Individual Supporters	\$52,687
<hr/>	
<i>Commitments through January 2024</i>	<i>\$6,793,187</i>
HEB	\$500,000
The Fondren Foundation	\$500,000
Midtown TIRZ	\$2,500,000
The Powell Foundation	\$250,000
Institute of Museum and Library Services	\$500,000
<hr/>	
<i>Pending proposals</i>	<i>\$4,250,000</i>

Buffalo Soldiers Museum Ready and Forward Capital Campaign Estimated Budget

Budget item	Amount
Construction - Buildings	
<i>Includes interior renovation of Buffalo Soldiers National Museum</i>	
<i>1st floor: Museum Archives, Offices, Gift Shop, Classroom</i>	
<i>2nd Floor: 4 Exhibit Halls, Gift shop and reception</i>	
<i>3rd Floor: 1 Exhibit Hall, Offices, Board room, Café</i>	
General requirements, finishes, and demolition	\$607,000
Construction Materials	\$642,000
Mechanical and Electrical	\$179,000
Insurance and Performance Bond	\$150,000
Exhibition construction and fabrication	\$450,000
Artifact acquisition and display	\$300,000
Graphic and signage	\$130,000
Installation and set up	\$200,000
Café renovation and construction	\$115,000
Construction - Buildings total	\$2,773,000
Construction – Outdoor	
<i>Includes construction of Youth Outdoor Activity Center</i>	
Interactive installations	\$75,000
Artifact acquisition and display	\$55,000
Landscaping and infrastructure	\$40,000
Educational materials	\$45,000
Construction – Outdoor total	\$215,000
Exhibition technology	
<i>Includes new and upgraded exhibition technology focused on guest and student interaction and engagement. 2nd, 3rd floor exhibitions</i>	
Interactive display development, design, and education	\$545,000
Exhibit construction, set up, installation, and calibration	\$335,000
Technology total	\$880,000
Furniture, fixtures and equipment	
Furniture	\$75,000
Lighting and fixtures	\$288,000
Audio visual equipment	\$35,000
Display enhancements	\$22,000
Security and surveillance	\$13,000
Signage and wayfinding	\$12,000
Installation and setup	\$35,000
Café kitchen equipment, seating, and supplies	\$142,000
Furniture, fixtures and equipment total	\$622,000
Soft costs	
Exhibit space concept development and design	\$350,000
Outdoor space concept and design	\$35,000
Cafe permitting and licensing	\$9,000
Exhibit permits and engineering	\$95,000
Soft costs total	\$489,000
Contingency	\$300,000
Project total	\$5,279,000



midtown
HOUSTON

DRAFT

LULAC

September 1, 2023

Matt Thibodeaux
Executive Director
Midtown TIRZ
410 Pierce Street, Suite 355
Houston, TX 77002



C60, Inc.

a 501 (c)(3)
nonprofit organization

**PRESERVING A
NATIONAL TREASURE IN
THE HEART OF HOUSTON**

Dear Matt,

I am writing on behalf of the C60 Inc., a non-profit organization dedicated to preserving and revitalizing the Historic LULAC Council 60 Clubhouse located at 3004 Bagby Street in the Midtown TIRZ area. We are seeking financial support for Phase II of our ambitious two-phased Master Plan, which is designed to transform the Clubhouse into a vibrant multi-use cultural facility and the new headquarters for LULAC Council 60. This project will provide a central location for delivering cultural, educational, civic participation, and economic empowerment programs to the Latino and broader community in Houston.

Phase II, estimated to cost \$1,619,978 focuses on exterior site redevelopment to create a unique space for special events on an outdoor patio, and covered pavilion. An immersive walking tour will be developed to guide visitors through the building and site, illustrating its remarkable history. Inspiring public art will honor cultural heritage.

Furthermore, Anita Street streetscape enhancements will improve the pedestrian experience and create a more attractive and functional environment, including new curbs, sidewalks, street lighting, landscaping, and public art. Phase II also includes the purchase of adjacent land to further expand programming in future.

The completion of Phase II will not only double our available programming space but also serve as a catalyst for further economic development and community engagement in the Midtown area. The redeveloped Clubhouse will offer educational programs aimed at improving the economic conditions, educational attainment, civic engagement, housing, health, and civil rights of Houston's Latino community.

At this time, C60 Inc. has made significant progress toward its restoration goals, including securing protected status by the City of Houston Planning Department and a prestigious National Treasure designation. Additionally, the Board has secured funding for Phase I, and architectural, educational, and historic professional services to ensure the highest quality project.

We believe this project aligns with the Midtown TIRZ's mission of promoting economic growth and enhancing the quality of life for the residents of Midtown Houston.

We respectfully request a grant of \$1,500,000 to fund Phase II of the Clubhouse restoration project. Your support will play a crucial role in preserving the legacy of the Historic LULAC Council 60 Clubhouse, honoring its rich history, and inspiring a new generation of civic service.

Enclosed is a detailed project description. We appreciate your consideration and would be happy meet to discuss answer any questions you may have. We look forward to the possibility of partnering with the Midtown TIRZ to restore the Historic LULAC Council 60 Clubhouse and create a lasting impact on the community. Thank you for your consideration of this request.

Sincerely,

Ray Valdez
Board Chair

1. Please describe the location of the project to be funded by the grant investment.

The historic LULAC Council 60 Clubhouse, a historic two-story, 1,837 sf single-family stucco clad structure, is located at 3004 Bagby Street, Houston, Texas 77006, at the corner of Bagby Street and Anita Street, in the heart of Midtown Houston.

Site Description:

Lot 3 and 4, Fairgrounds Subdivision, City of Houston, Harris County, Texas. Lot size: 2,700sq.ft.

2. Please explain how the grant investment would assist the applicant in attaining a key element of its master plan that supports its mission.

The Historic LULAC Council 60 Clubhouse (the Clubhouse) Capital Campaign is a \$5 million Historic Revitalization project of immense cultural significance that will preserve and transform a designated "National Treasure" into a historic and cultural hub over two phases. In Houston, there are only two places deemed National Treasures by the National Trust for Historic Preservation, the LULAC C60 Clubhouse, and the Astrodome.

The building once served as the national headquarters of the League of United Latin American Citizens (LULAC) in the 1950s and '60s, playing a vital role in Mexican American civil rights advocacy. Over time the building fell into disrepair, threatening its existence and the preservation of its rich legacy. Countless functions, discussions, and coordination of political and civic import for the Latino community and others, happened in this building including the creation of many nationally important housing (HUD), educational (Head Start) and employment programs (SER-Jobs). The Historic LULAC Council 60 also had a historic fateful visit by President John F. Kennedy to Houston the day before he was assassinated.

Unfortunately, within the last decade, the Clubhouse has suffered deterioration and has ceased to host LULAC meetings. LULAC members were forced to gut the building after Hurricane Harvey to save it from demolition. Today, the modest two-story 1,837 sf structure first built in 1907 sits largely overlooked, unknown, and in need of repair. Its legacy is at risk.

Under the guidance of C60 Inc., a Latino-led 501c3 organization founded by LULAC Council 60, the project aims to transform this once-dilapidated former LULAC national headquarters into a dynamic Cultural Hub and Urban Park.

Master Plan

The Master Plan was developed in collaboration with the National Trust for Historic Preservation, RLDR Architects, the C60 Board and educational consultants and calls for an extensive rehabilitation of the 1907 building to create a new multi-use cultural and community hub and urban park dedicated to preserving Latino history and activating a new generation of civic service.

The restored Clubhouse will feature new community amenities and serve as the new headquarters for LULAC Council 60 while also providing a central location for delivery of educational, civic, and economic empowerment programs in collaboration with community partners.

New Community Amenities

First Floor: Community Meeting Spaces, Museum-quality Exhibit, and Café

Second Floor: Nonprofit Office Space; Media Studio for Community Content Production

45

The Plaza/Park: Versatile Venue for Events and Activities; Covered Plaza, Stage, Walkways, Seating and Lawn

Parking: Acquisition of Adjacent Property for permeable parking

Phase I (Funded) The Clubhouse Renovations

Phase I, at a cost of \$844,352, will transform gutted spaces to create an expansive open floor plan including ample community spaces, museum quality display and storage for historic documents, memorabilia, and a café to nurture community engagement.

The second floor is dedicated to shared/flexible office spaces providing affordable venues for community partner gathering. A compact but efficient media studio will be dedicated to the creation of important community content.

Phase II (Campaign Underway) Exterior Plaza and Urban Park

Phase II of the redevelopment, costing \$1,619,978 will transform the exterior site into a dynamic outdoor gathering space that doubles the available programming space and encourages social and civic interaction. The centerpiece of the exterior site redevelopment will be a large, covered fully paved plaza for events and activities, complemented by the purchase of an adjacent property for additional programming opportunities in the future.

Phase II Improvements

Site Grading and Earthwork

- Leveling and preparing the site for construction
- Excavation and filling as needed

Utility Demolition and Installation

- Removal and replacement of existing utilities on Anita Street
- Installation of new water lines, meters, and backflow preventers
- Sanitary sewer system installation
- Storm drainage system installation

Electrical and Lighting Systems

- Site electrical work, including lighting and power distribution
- Installation or upgrading of energy-efficient and visually appealing lighting systems

Outdoor Plaza and Gathering Space

- Creation of a large, covered, fully paved plaza for events and activities
- Acquisition of an adjacent property for additional programming opportunities in the future

Canopies and Art Installations

- Installation of canopies for shade and shelter during outdoor gatherings and events
- Commissioning or installation of a sculpture reflecting the spirit and values of the Clubhouse and its community

Anita Street Streetscape Enhancements

- Improvement of the pedestrian experience with new curbs, 4-inch sidewalks, street lighting, and landscaping
- Creation of a more attractive and functional environment for visitors and the community

Stone Clad Timeline Wall

- Construction of a masonry wall with a stone finish displaying a timeline of significant events in the history of the Clubhouse and LULAC Council 60

Landscaping

- Landscaping, including green spaces, plants, and trees
- Installation of fences and gates for safety and security

Community Challenge:

Latino history, culture, and achievements are underrepresented at an alarming 9% inclusion rate among cultural institutions.

Community Impact

The scope of work for Phase II of the LULAC Council 60 Clubhouse project, for which we seek funding will enhance the usability and aesthetic appeal of the site while preserving its historic character. The improvements will provide a safe and welcoming environment for visitors and enhance the Clubhouse's role as a community and civic engagement hub within the heart of the Midtown District.

The restored LULAC Chapter 60 Clubhouse is projected to welcome nearly 20,000 visitors in its first year, including many residents from the Midtown area, which has a significant Latino population and is home to historic Latino communities.

Benefits:

- Preservation of an historic landmark and its legacy
- Restoration of a blighted structure in the neighborhood
- Creation of a dynamic new multi-use community hub
- Enhancement of the neighborhood's streetscape through landscaping and curb improvements
- Creation of a vibrant outdoor green space in a dense urban area
- Provision of a central meeting place for LULAC Chapter 60
- Acquisition of adjacent property for additional future programming space
- Increased property values and economic development in the neighborhood
- Increased foot traffic and patronage to businesses in the Midtown area
- Job creation during and after construction the project

The Clubhouse's central location will provide easy access for various nonprofit organizations, serving as a convenient meeting place for community leaders to collaborate, network, and work towards common goals. This added benefit will strengthen community ties and contribute to a vibrant and engaged civil society.

Community Program Partners

LULAC Council 60
Arte Publico Press
Mister McKinney's Historic Houston
Latinos in Heritage Conservation
David G. Barnett Elementary School

Heritage Society
UH, Downtown, Associate Professor Dr.
Gene Preuss Talking Texas History Podcast
City of Houston MOCA

3. Please provide an expected budget for the project, demonstrating that at least 80% of the grant investment will be expended on capital projects or to eliminate debt that has financed a capital project.

ARCHITECTURAL/ENGINEERING	\$75,000
CONSTRUCTION HARD COSTS	\$844,352
EXTERIOR PLAZA, PUBLIC ART	\$1,144,978
PRESERVATION/ HISTORICAL EXHIBIT <i>(Preliminary Estimate)</i>	\$399,119
FURNITURE, FIXTURES, EQUIPMENT	\$150,000
SOFT COSTS <i>(Legal, Accounting, Historical and Campaign Counsel)</i>	\$100,000
LAND COSTS <i>(3001 Anita Street)</i>	\$475,000
PERMEABLE PARKING <i>(3001 Anita Street)</i>	\$321,551
RAMP-UP OPERATING RESERVE FUND	\$1,490,000
TOTAL BUDGET	\$5,000,000

4. Please provide a description of what purpose the grant will serve (ex. increase the visitation and attendance of the institution, fund capital improvements, enhance Midtown's cultural district).

We are seeking \$1.5 million in funding to accelerate the development of the Plaza and toward land acquisition, key capital improvements that will catalyze these ambitious plans.

By investing in the Clubhouse Master Plan, the Midtown Redevelopment Authority will contribute to preserving a national treasure while simultaneously transforming it into a dynamic cultural hub and urban park. This multifaceted initiative enriches the area's cultural identity, fosters community engagement, and provides versatile spaces for events, arts, and continued community and civil rights advocacy. The creation of urban green spaces and infrastructure further align with Midtown's objectives for sustainable growth, economic vitality, and inclusive community building. We hope you will join us on this mission.

5. Please provide a timeline of the project for which the grant investment will be used in order to demonstrate that the grant investment will be structured over a period equivalent to the project.

DESIGN AND PERMITTING	4 Months
SITE PREP, INFRASTRUCTURE	2 Months
CONSTRUCTION	8-10 Months
OPEN TO PUBLIC	

6. Will the grant investment be matched by an individual(s) or institution(s)? If so, please provide information regarding this match, including the name of the individual(s) or institution(s) providing the matched funds and any match limitations.

Currently, the project does not have a matching grant but is leveraging \$1.6 million in public and private investments including FY 2023 Community Project Funding from the U.S. Congress, and funding from Houston Endowment.

7. If the applicant has received other grants, please provide copies of the grant award documents for such grants.

FY 2023 Community Project Funding	\$ 750,000
American Express/National Trust for Historic Preservation	\$ 140,000
Comcast	\$ 22,250
Texas Historic Commission	\$ 30,000
Golf Tournament	\$ 20,000
Go Fund Me	\$ 18,275
Individuals	\$ 11,975
LULAC Council 60 Membership Gifts	\$ 7,238
Houston Endowment (<i>Operational Support</i>)	\$ 600,000
TOTAL	\$1,599,738

Ray Valdez (206) 650-1065


Board President C 60, Inc.

Historic LULAC Council 60 Clubhouse

LULAC - Clubhouse Building Renovation - Cost Estimate
 RDLR Architects

Conceptual Budget summary		
	LULAC Council 60 -	
	Client:	Clubhouse
	Project Location:	3004 Bagby St.
	Gross Square Feet:	1,837
	Gross Site Area:	12,219
Clubhouse- Building Renovation/Construction	Cost	Cost Per Remodel Sq. Ft.
Division 1 - General Requirements	\$22,963	12.50
Division 2 - Existing Conditions	\$106,260	57.84
Division 7 - Thermal, and Moisture Protection	\$134,040	72.97
Division 9 - Finishes	\$77,925	42.42
Division 10 - Specialties	\$170,800	92.98
Division 22 - Plumbing	\$13,685	7.45
Division 23 - Heating, Ventilating & Air Conditioning	\$45,925	25.00
Division 26 - Electrical	\$70,110	38.17
General Conditions	\$0	0.00
Contingency 8%	\$67,548	36.77
Cost of Work Subtotal	\$709,256	386.09
Building Permit		0.00
Builders Risk & Gen. Liability	\$42,218	22.98
Payment & Performance Bond	\$33,774	18.39
Project Subtotal	\$785,247	427.46
Project Management Fee 7%	\$59,105	32.17
Building Renovation Total	\$844,352	459.64

La Plaza - Exterior Site Improvements	Cost	Cost Per Remodel Sq. Ft.
Division 1 - General Requirements	\$22,963	12.50
Division 2 - Existing Conditions	\$112,752	61.38
Division 4 - Masonry	\$134,040	72.97
Division 10 - Specialties	\$140,000	76.21
Division 26 - Electrical	\$70,110	38.17
Division 31 - Earthwork	\$43,110	
Division 32 - Exterior Improvements	\$296,677	
Division 33 - Utilities	\$85,000	
Contingency 8%	\$78,665	42.82
Cost of Work Subtotal	\$983,316	535.28
Building Permit	by owner	0.00
Builders Risk & Gen. Liability	\$49,166	26.76
Payment & Performance Bond	\$39,333	21.41
Project Subtotal	\$1,071,815	583.46
Project Management Fee 7%	\$75,027	40.84
Escalation 7%	68,832.12	
La Plaza Exterior Site Improvements	\$1,146,842	624.30

Tota Building and Plaza

\$1,215,674



midtown
HOUSTON

**A AFFORDABLE HOUSING
UPDATE**



midtown
H O U S T O N

TROMAN FOUNDATION

MEMORANDUM

To: Matt Thibodeaux, Midtown Redevelopment Authority Executive Director
Copy: Peggy Foreman, MRA Co-Counsel

From: Affordable Housing Consultant Advisory Group

Subject: Action to Convey Four Additional Midtown Redevelopment Authority-Owned Land Tracts to the Herbert Stroman Foundation

Date: March 22, 2024

INTRODUCTION

By May 2023 action of the Midtown Redevelopment Authority (MRA) Board of Directors, the MRA Executive Director and/or MRA Board Chair were authorized to proceed with Option Agreements and/or Development Agreements with the Herbert Stroman Foundation. The Herbert Stroman Foundation is one of five developers proposing to construct single family for-sale homes on land conveyed by MRA.

MRA's affordable housing consultants have been working in collaboration with the City of Houston Housing and Community Development Department to secure \$50,000 in homebuyer assistance under auspices of the City's Affordable Home Development Program (AHDP). The AHDP incentivizes the development of affordable homes in low-moderate income neighborhoods, like Third Ward, where the Herbert Stroman Foundation is active.

In February 2024, Houston City Council approved a Memorandum of Understanding between MRA and the City of Houston, making the aforementioned down payment assistance possible.

The following key developments have occurred since the May 2023 MRA board action:

- Authorization was originally made for the conveyance of four MRA-owned land tracts to the Herbert Stroman Foundation. Each of these tracts were to be subdivided so as to construct a total of eight units.

Recently, the City of Houston adopted a regulation that prohibits such an action. The goal of the ordinance is to prohibit restrictions to driveway access in neighborhoods like Third Ward. This action would reduce the number of homes that the Herbert Stroman Foundation can build, since only one home can be built on each of four tracts.

- The Herbert Stroman Foundation asked that consideration be given to conveying four additional tracts to the entity so that they can proceed to build eight affordable for-sale homes in a neighborhood that is rapidly gentrifying.

- Four MRA-owned land tracts that are suitable for the construction of one single family one per tract have been identified pursuant to a request from the Herbert Stroman Foundation. The addition of four tracts to the original request would enable the entity to build eight homes, as originally proposed.
- Pursuant to current City policy pertaining to AHDP single family home sales prices, the sales prices for homes to be built by the Herbert Stroman Foundation will be at or less than \$250,000 per home, where feasible.

Exhibit A displays the sales prices for the tracts that have already been conveyed and the tracts that are being requested. It was possible for the Herbert Stroman Foundation to reduce their sales prices because the original sales prices reflected costs associated with the receipt of a \$15,000 per unit infrastructure subsidy that was the subject of initial discussions with the City of Houston. These costs are no longer going to be incorporated into the Herbert Stroman Foundation budget, resulting in sales price reductions.

PROJECT DESCRIPTION

The following tracts are available and deemed suitable for single family development:

ADDRESS	SQ. FT.	HCAD NUMBER
3112 Dennis St.	5,000	0372380000003
3009 Beulah St.	5,000	0510330000012
3011 Beulah St.	5,000	0510330000011
3022 Tuam St.	5,000	0510230000006

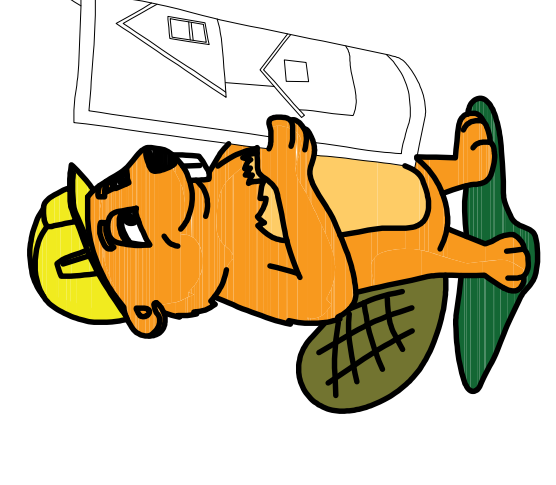
Three- bedroom/two bath, one-story single family units will be placed on the four land tracts listed above, as well as on the four land tracts that were the subject of the previous action of the Midtown Redevelopment Authority board of directors. (Both sets of land tracts are shown on **Exhibit A.**)

**EXHIBIT A
SALES PRICES****PREVIOUSLY AUTHORIZED TRACTS**

Address	Old Sales Price	New Sales Price
3009 Sampson St	\$264,900	\$245,282.00
3430 Rosalie St	\$264,900	\$245,282.00
3424 Rosalie St	\$264,791	\$241,129.00
3423 Anita St	\$264,791	\$241,129.00

NEWLY REQUESTED TRACTS

Address	Sale Price
3112 Dennis St	\$241,129.00
3009 Beulah St	\$241,129.00
3011 Beulah St	\$241,129.00
3022 Tuam St	\$241,129.00



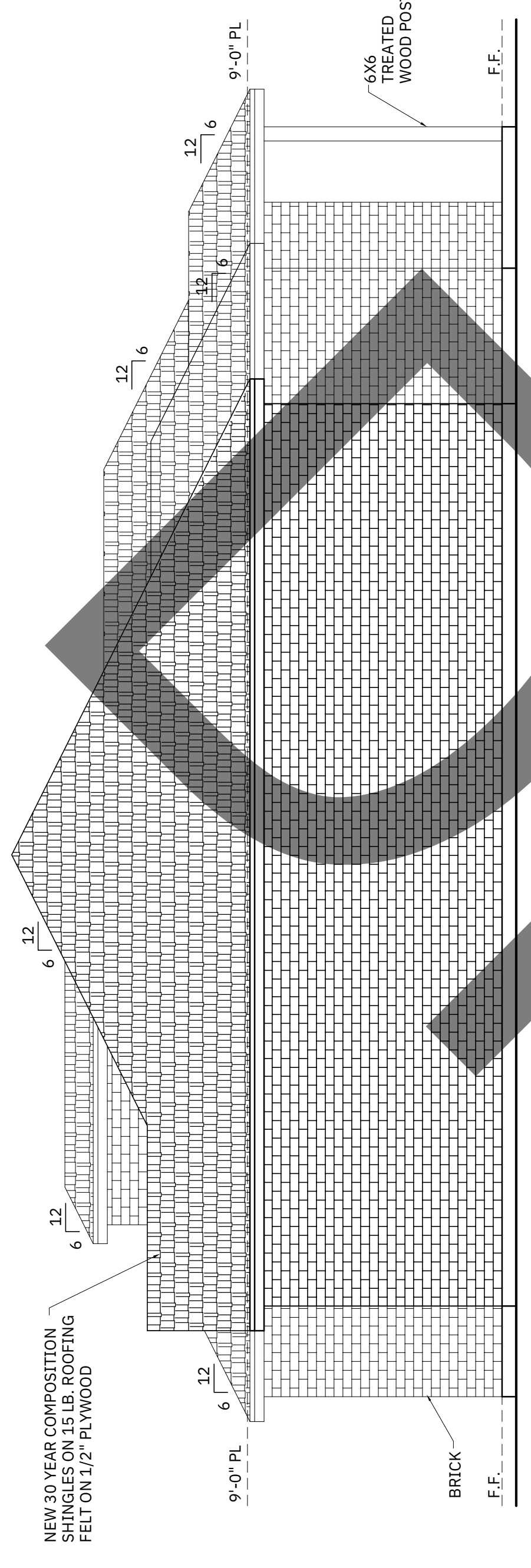
BEAVER'S DESIGN
 (956) 662-3317
 beaver.s.design@outlook.com

NEW ONE STORY RESIDENCE
 3424 Rosalie Dr
 Houston Tx 77004

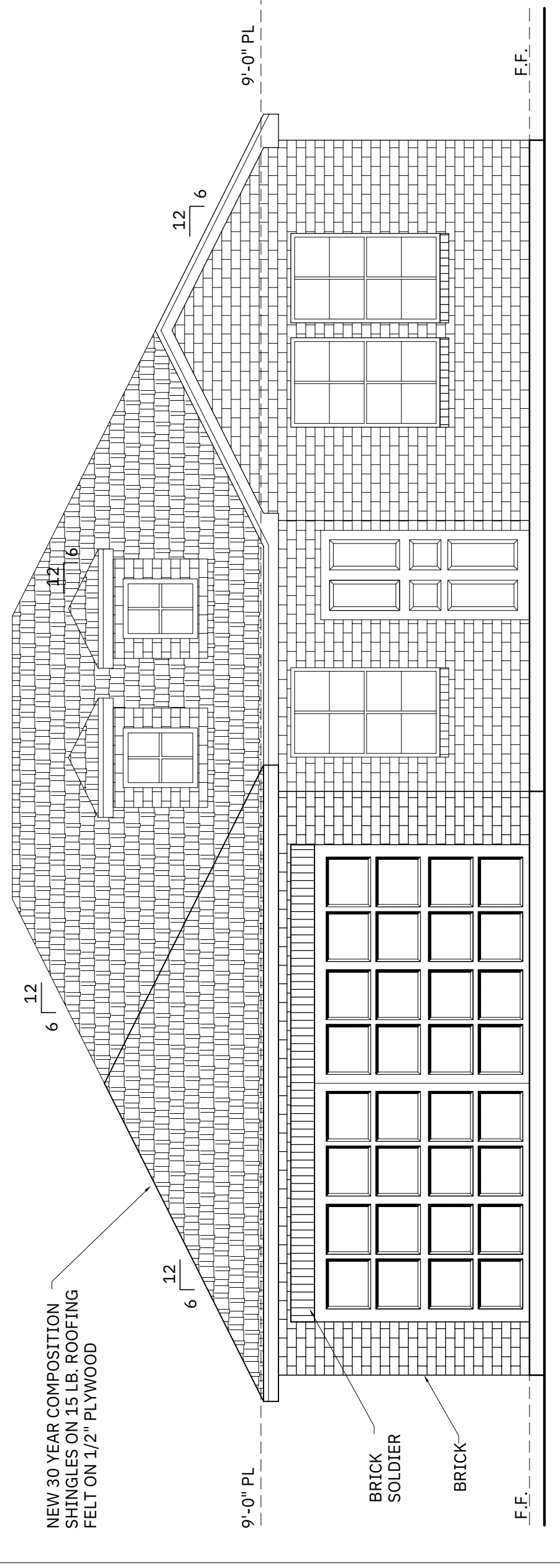
ISSUE LOG	
DATE	DESCRIPTION
PRE	
PMT	
▲	
▲	
▲	

PROJECT NO:
 CHECKED BY:
 DATE OF ISSUE:
 SHEET No.
 ELEVATIONS
 SHEET No.

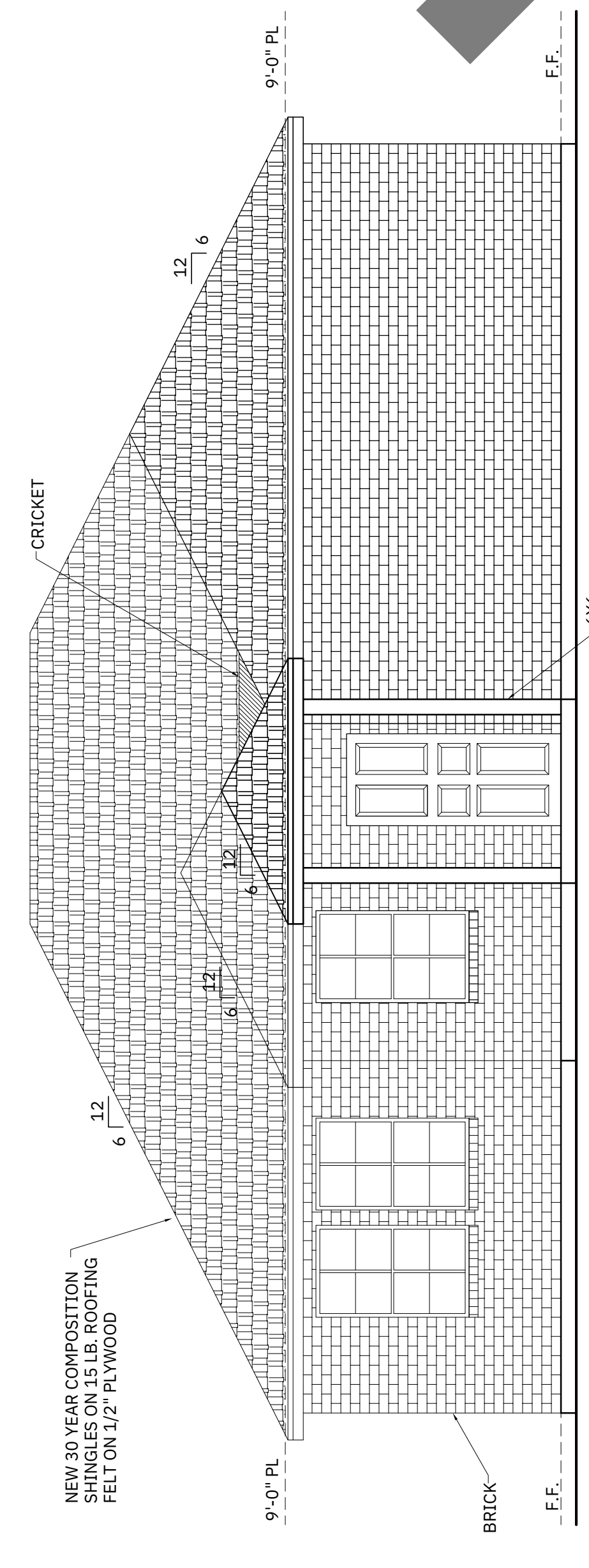
A2.0



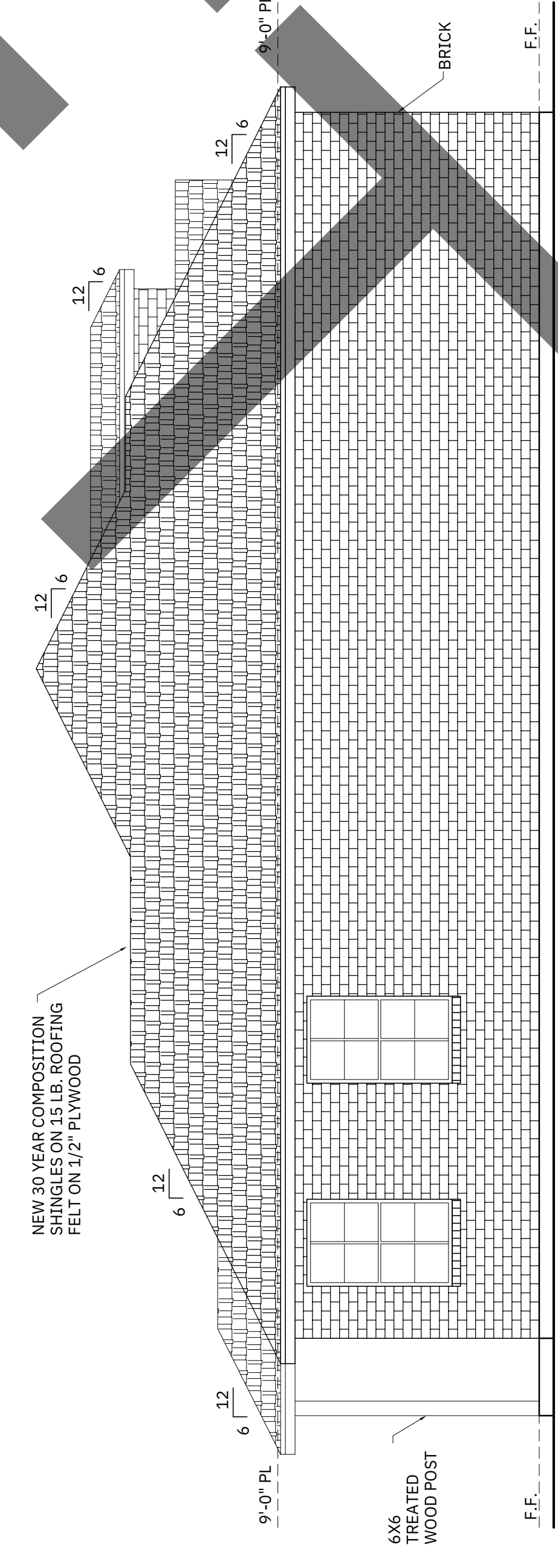
2 RIGHT ELEVATION
 SCALE: 1/4"=1'-0"



1 FRONT ELEVATION
 SCALE: 1/4"=1'-0"



3 REAR ELEVATION
 SCALE: 1/4"=1'-0"



4 LEFT ELEVATION
 SCALE: 1/4"=1'-0"

1. ALL EXTERIOR FINISHES, ROOFING, AND DETAILS SHALL BE INSTALLED PER THE MANUFACTURER'S INSTRUCTIONS. SUBMITTALS SHALL BE PROVIDED TO THE ARCHITECT AND BUILDERS/OWNERS WILL HIRE ONLY PROFESSIONAL CONTRACTORS TO PERFORM ANY CONSTRUCTION FOR THIS DWELLING. CONSTRUCTION WILL BE SUPERVISED BY THE BUILDER WHO WILL DETERMINE, GUIDE, REVIEW, INSPECT, APPROVE AND THEN CERTIFY ALL WORKMANSHIP OF SUBCONTRACTORS. DESIGNER IS NOT RESPONSIBLE FOR POOR, INCOMPLETE OR SUBSTANDARD WORKMANSHIP. ALL CONTRACTORS SHALL BE LICENSED AND BONDED IN THE STATE OF TEXAS AND SHALL PERFORM ACCORDING TO A.S.T.M. AND ALL GENERAL INDUSTRY STANDARDS AND PRACTICES. WORK SHALL COMPLY WITH THE 2006 I.C. BOOK OF STANDARDS WHICH IS TO BE PROVIDED BY THE BUILDER TO SUBCONTRACTORS AND KEEP ON SITE THROUGH THE DURATION OF CONSTRUCTION. DESIGNER DOES NOT CERTIFY OR APPROVE THE QUALIFICATIONS OF ANY BUILDER, HIS ASSIGNS, OR SUBCONTRACTORS. ON SITE SUPERVISION IS NOT PART OF DESIGNER GENERAL SERVICES.
2. SEE ELEVATION AND DETAIL SHEET FOR TYPICAL FASCIA AND SOFFIT CORNICE DESIGN. REFER TO BUILDER FOR EXACT MATERIAL SPECIFICATION AND EXACT CONSTRUCTION ASSEMBLY.
3. VERTICAL & HORIZONTAL EXPANSION JOINTS, WEEP HOLES, AND BRICK TIES AS PER MANUFACTURER'S INSTRUCTIONS SHALL BE INSTALLED PER THE MANUFACTURER'S STANDARDS.
4. INSULATION PER OWNER/BLDR. SELECTION, MIN. R-13 WALL, R-19 SLOPE ROOF AND KNEE WALL, R-30 @ ATTIC.
5. BUILDER WILL USE MINIMUM (CLASS B SHINGLES) WITH A 30 YR. MANUF. WARRANTY FOR COMPOSITION ROOF OVER 30 LB. FELT PAPER UNDERLAY. MINIMUM 7/16 OSB ROOF DECKING SHALL BE USED. ALL ROOFING SHALL BE INSTALLED PER THE MANUFACTURER'S STANDARDS, POWER VENTS IF REQUIRED.
6. ALL STONE TO BE CULTURED UNLESS NOTED OTHERWISE.
7. ALL CHIMNEY STACKS TO RISE MINIMUM 2'-0" ABOVE ANY ROOF OR STRUCTURED WITHIN A 10'-0" RADIUS AND BE FITTED WITH U.L. APPROVE SPARK ARRESTOR IF APPLICABLE. CHIMNEY CAP OR COVERS TO BE FABRICATED FROM NON-COMBUSTIBLE METAL MATERIAL. ALLOW FOR FULL UNOBSTRUCTED VENTILATION. SEE MANF. SHOP DRAWINGS FOR ALL DETAILS.
8. PLUMBER TO SIZE AND LOCATE VENT STACKS TO EXTEND THROUGH ROOF DECK AND TERMINATED NOT LESS THAN 12" AWAY FROM ANY STRUCTURE. ALL VENT STACKS SHALL BE INSTALLED PER THE MANUFACTURER'S INSTRUCTIONS. VENT STACKS ON REAR SIDE OF MAIN RIDGE IF POSSIBLE OR OUT OF VIEW FROM FRONT ELEVATION. PAINT STACKS TO MATCH ROOF COLOR.
9. ALL VENTING FOR APPLIANCE, MECHANICAL EQUIPMENT, OR COMBUSTION PRODUCING MACHINERY SHALL HAVE CONTINUOUS PIPING FROM SOURCE TO OUTSIDE. PIPES OR DUCTS SHALL BE FABRICATED FROM MATERIALS WITH SPECIFIC LISTED APPROVALS FOR USE IN THIS APPLICATION. ALL PIPING SHALL BE INSTALLED PER THE MANUFACTURER'S STANDARDS. ALL OPENINGS OR PENETRATIONS FOR SUCH EQUIPMENT, A/C COILS, APPLIANCE PLUMBING, AND ELECTRICAL SHALL HAVE GALV. METAL COVERS WILL BE SEALED TO PREVENT WATER OR MOISTURE FROM ENTERING INTO WALL OR CEILING CAVITY. SEE MANUFACTURER SPEC. FOR DIRECT VENT AND GAS LOG FIRE BOX ASSEMBLY AND TERMINATION INCLUDING PROTECTIVE SAFETY SHIELDS AND MINIMAL SURROUND MATERIAL. ALL PENETRATIONS SHALL BE SEALED TO PREVENT AIR LEAKAGE. ALL TERMINATION SHALL COMPLY WITH U.L. AND A.S.T.M. STANDARDS OR GUIDELINES. DUCTWORK SHALL INCLUDE DEVICE TO PREVENT BACK DRAFT AND EXHAUST FROM RE-ENTERING BUILDING. TERMINATION SHALL BE LOCATED NOT CLOSER THAN 36" MINIMUM FROM ANY OPENING SUCH AS A DOOR OR WINDOW. ALL PENETRATIONS SHALL BE SEALED TO PREVENT AIR LEAKAGE. ANY KIND INTO ATTIC, GARAGE, WALL, OR CEILING CAVITIES.
10. ALL A/C COILS & ELCC. PENETRATION TO BE PLACED THROUGH GALV. COUNTER FLASH DUCT AND SEALED W/ NON-COMBUSTIBLE PERM. FOAM INSULATION.
11. OWNER/ BUILDER TO APPROVE AND LOCATE ALL GUTTERS AND DOWN SPOUTS PER THE MANUFACTURER'S STANDARDS. ALL GUTTERS SHALL BE INSTALLED PER THE MANUFACTURER'S STANDARDS. ALL GUTTERS SHALL BE INSTALLED PER THE MANUFACTURER'S STANDARDS.
12. TYPICAL VERTICAL ELEVATION DIMENSION TAKEN FROM TOP OF SLABS. ALL DIMENSION ARE NOMINAL NOT ACTUAL. ADJUST ACTUAL SIZES ACCORDINGLY.

ALL EXTERIOR DOORS AND WINDOWS SHALL HAVE A SOUND TRANSMISSION CLASS (STC) RATING OF 30 OR GREATER. SEE FORM CE-1202

5 GENERAL NOTES
 SCALE: N.T.S.



midtown
H O U S T O N

EP C HOME

ccppi
center for civic & public policy improvement

To: Matt Thibodeaux

From: CCPI Affordable Housing Consultant Advisory Group (AHCAG)

CC: Peggy Foreman
Mary Buzak

Date: March 25, 2024

Re: Action to Convey One Additional Midtown Redevelopment Authority (MRA) Owned Land Tract to Epic Homes LLC and to Amend the Development Program for 3127 McIlhenny and 3219 Beulah

INTRODUCTION:

By November 30, 2023 action of the Midtown Redevelopment Authority (MRA) Board of Directors, the MRA Executive Director and/or MRA Board Chair were authorized to proceed with Option Agreements and/or Development Agreements with the Epic Homes LLC for five lots to developed as follows:

Two (2) lots located at 3127 McIlhenny and 3219 Beulah to be replated with two 2 bedrooms/2 baths/1car garage homes built on each priced at \$188,000 for a total of four homes.

Three (3) lots with 3 bedrooms/2 baths/2 car garage priced at \$199,000.

Recently, the City of Houston adopted a regulation that impacts the above replat development plan. The goal of the ordinance is to prohibit restrictions to driveway access in neighborhoods like Third Ward. Due to its width, only one house can be built on the lot at 3127 McIlhenny. Due to the size of the lot located at 3219 Beulah no home can be built. However, adjacent to it is a MRA owned lot at 3221 Beulah. Combined these two lots will provide 5,000 sq. ft. On the combined lots, two houses could be developed but would have to front on Burkett Street. Epic Homes has advised that due to marketing concerns it is more advisable to develop one home facing Beulah. The AHCAG concurs with the Developer.

ACTION FOR CONSIDERATION:

Amend the Development Program for 3127 McIlhenny to authorize development of a three bedrooms/2.5 baths/2 car garage for the price of \$210,000. It is also requested that MRA convey 3221 Beulah to Epic Homes. 3219 and 3221 Beulah will be combined and a three bedrooms/2 baths/2 car garage priced at \$199,000 will be developed.

Convey One Additional Midtown Redevelopment Authority (MRA) Owned Land Tract to Epic Homes LLC
 March 25, 2024
 Page 2

PROJECT DESCRIPTION

The following tract is available and deemed suitable for single family development:

ADDRESS	SQ. FT.	HCAD NUMBER
3221 Beulah	2,313.00	0510350000011

AMENDED DEVELOPMENT PROGRAM		
Address	Old Sales Price	New Sales Prices
3127 McIlhenny	\$188,000 (2 homes)	\$210,000 (1 home)
3219 and 3221 Beulah	\$188,000 (2 homes)	\$199,000 (1 home)

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



ELEVATION A

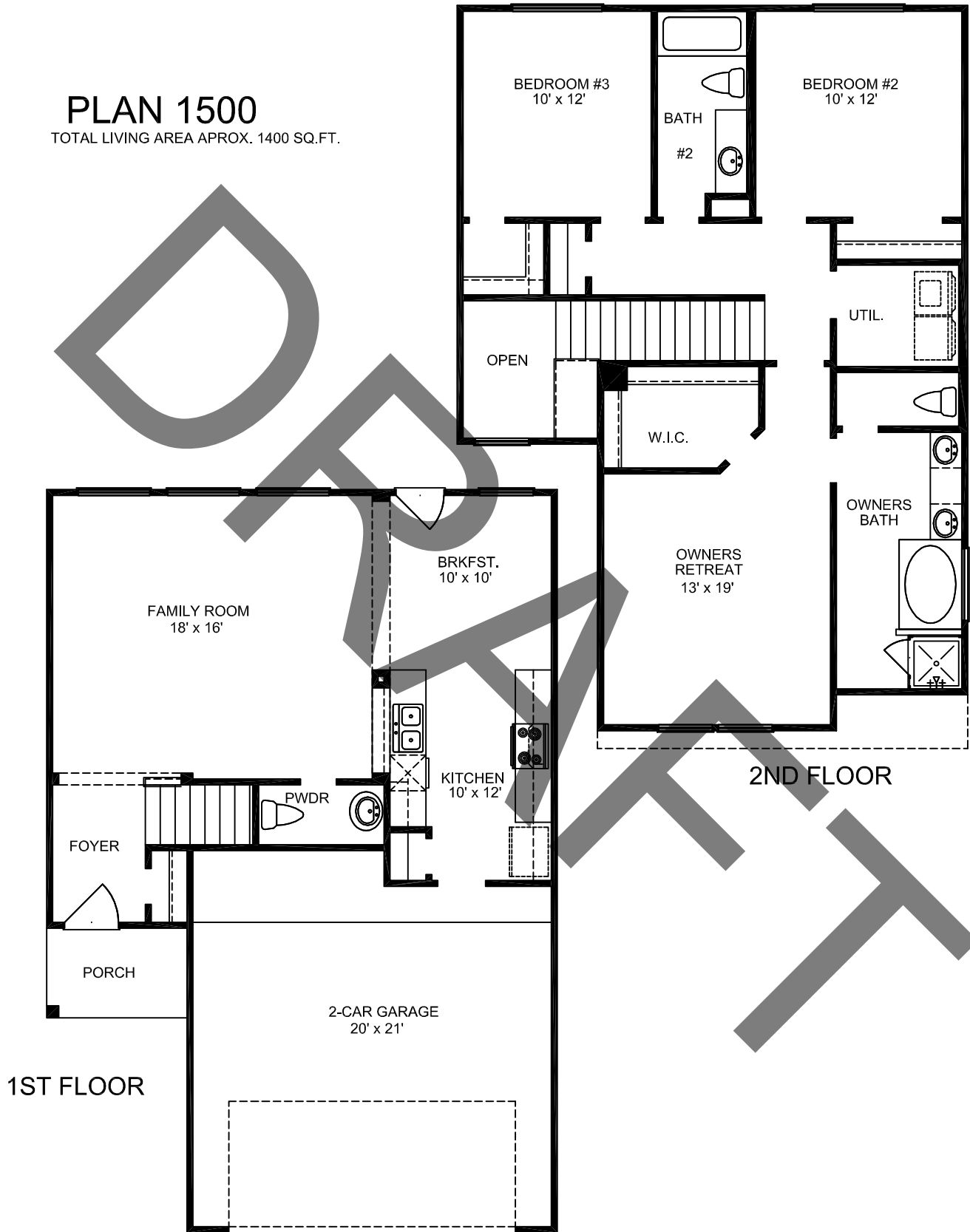
PLAN 1500

EPIC Homes

61

PLAN 1500

TOTAL LIVING AREA APROX. 1400 SQ.FT.



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

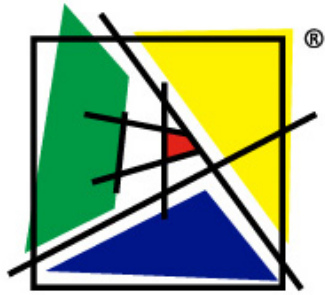
Image Design Group (IDG) Copyright Information. The floorplans and elevations of all IDG plans are copyrighted. We have enforced and will continue to enforce our Federal Copyright to protect the investment of our customers.

UPDATED 12-13



midtown
H O U S T O N

**OPERATION CENTER
CHANGE ORDER**



midtown
H O U S T O N

**OPERATING ON CENTER
BUDGET OR**

**One Emancipation Center
3130 Emancipation Avenue**

**February 2024
Operations / Financial Summary**

DRAPER



**1360 Post Oak Blvd., Suite 1900
Houston, Texas 77056
713-629-0500**

One Emancipation Center

February 2024

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Operations / Financial Reports

- **Variance Report/Executive Summary**
- **Balance Sheet**
- **Budget Comparison Detail**
- **Detail General Ledger**
- **Payable Aging Report**
- **Payment Register**
- **Bank Reconciliation**
- **Rent Roll**
- **Aging Detail**
- **Lease Deposit Ledger**
- **Receivable Detail**
- **Management Fee Calculation**

One Emancipation Center

February 2024

Executive Summary

Occupancy

Total Occupied	28,493 SF	48.45%
Total Vacant	28,888 SF	51.55%
Total Square Feet	57,381 SF	100.00%

Variance Reporting

- YTD Total Income = \$136,108. Variance reporting is pending 2024 budget approval by the MRA Board.
- YTD Operating Expenses = \$147,939, includes the following. Variance reporting is pending 2024 budget approval by the MRA Board.
 - o Fence installed in the garage storage area.
 - o Annual fire & life safety inspection repairs.
 - o Annual City of Houston elevator permit fees.
- YTD Net Operating Income = (\$4,675).

Aged Delinquencies

- None

New Leases

- Third Ward Community Fund – Substantial completion, temporary certificate of occupancy received. Minor punch list items underway.

Operations Summary

- Building sign installation completed by National Signs.
- Fence installation for storage in garage completed.
- Annual Fire/Life Safety inspections repairs completed.
- Landscape modification proposal received and added to 1Q 2024 budget.
- Management inspections completed.
- Annual elevator inspections were completed.
- Quarterly sprinkler inspection completed.
- FirePro Tech replaced the Cla-val on the fire tank. During this work additional deficiencies were discovered needing repair. Management is waiting to receive the proposal for the repairs from FirePro Tech.

Tenant Issues

Civic Heart-Suite 400 – Several windows were leaking during a heavy rainstorm. The issue was referred to the base building contractor for warranty repair. Upon investigation, it is believed the water is coming in through voids in the sealant at the top of the metal panel system on the 5th floor and traveling behind the curtain wall system and into the building. Further investigation is needed.

DRAFT

Balance Sheet

Period = Feb 2024

Book = Accrual ; Tree = ysi_bs

		Current Balance
1000	Assets	
1001	Current Assets	
1002	Cash	
1010	Operating Account	151,415.19
1060	Total Cash	151,415.19
1089	Other Current Assets	
1099	Utility Deposits	
1140	Tenant Reimbursements	1,628.63
1150	Total Utility Deposits	1,628.63
1299	Accounts Receivable	
1300	A/R -Rents	3,596.53
1330	A/R -Miscellaneous	-36,340.19
1340	A/R -Other	446.37
1398	Total Accounts Receivable	-32,297.29
1399	Prepaid Expenses	
1410	Prepaid -Miscellaneous	5,285.67
1415	Total Prepaid Expenses	5,285.67
1497	Total Other Current Assets	-25,382.99
1498	Total Current Assets	126,032.20
1499	Fixed Assets	
1515	Building	
1520	Accum Depr-Bldg Sec 754	4,775.25
1521	Total Building	4,775.25
1522	Building Improvements	
1523	Building Improvements	72,411.11
1527	Total Building Improvements	72,411.11
1528	Tenant Improvements	
1529	Tenant Improvements	801.05
1532	Total Tenant Improvements	801.05
1579	Total Fixed Assets	77,987.41
1999	Total Assets	204,019.61
2000	Liabilities and Owners Equity	
2001	Liabilities	
2002	Current Liabilities	
2003	Accounts Payable	
2004	A/P -Trade	26,413.33
2010	A/P - Accrued Expenses	26,868.00
2015	A/P - Miscellaneous	-10,781.78
2035	Total Accounts Payable	42,499.55
2051	Prepaid Rent	
2052	Prepaid Rent	26,366.24
2054	Total Prepaid Rent	26,366.24
2059	Security Deposits	
2060	Security Deposits	34,003.53
2063	Total Security Deposits	34,003.53
2098	Total Current Liabilities	102,869.32
2099	Long Term Liabilities	
2110	Note Payable-Other	391.00
2996	Total Long Term Liabilities	391.00
2999	Total Liabilities	103,260.32
3000	Owners Equity	
3001	Contributed Capital	
3002	Contributions	1,147,498.03
3010	Total Contributed Capital	1,147,498.03
3099	Distributed Capital	

Balance Sheet

Period = Feb 2024

Book = Accrual ; Tree = ysi_bs

		Current Balance
3100	Distributions	-14,086.04
3210	Total Distributed Capital	-14,086.04
3450	Retained Earnings	
3499	Prior Year Retained Earnings	-629,683.56
3500	Total Retained Earnings	-629,683.56
3501	Current Year Profit (loss)	
3502	Year to Date Profit (Loss)	-402,969.14
3505	Total Current Year Profit (loss)	-402,969.14
3998	Total Owners Equity	100,759.29
3999	Total Liabilities and Owners Equity	204,019.61

DRAFT

Budget Comparison

Period = Feb 2024

Book = Accrual ; Tree = pcr_is_cfa

		PTD Actual	PTD Budget	Variance	% Var	YTD Actual	YTD Budget	Variance	% Var	Annual
4002	Cash Flow									
4001	Net Operating Income									
4002	Operating Income									
4003	Rental Income									
4007	Base Rent	39,104.68	0.00	39,104.68	N/A	78,209.36	0.00	78,209.36	N/A	0.00
4199	Total Rental Income	39,104.68	0.00	39,104.68	N/A	78,209.36	0.00	78,209.36	N/A	0.00
4205	Expense Recovery									
4208	CAM Recovery	26,964.54	0.00	26,964.54	N/A	53,929.08	0.00	53,929.08	N/A	0.00
4215	Total Expense Recovery	26,964.54	0.00	26,964.54	N/A	53,929.08	0.00	53,929.08	N/A	0.00
4499	Other Income									
4542	Parking Income	1,460.00	0.00	1,460.00	N/A	3,970.00	0.00	3,970.00	N/A	0.00
4996	Total Other Income	1,460.00	0.00	1,460.00	N/A	3,970.00	0.00	3,970.00	N/A	0.00
4997	Total Operating Income	67,529.22	0.00	67,529.22	N/A	136,108.44	0.00	136,108.44	N/A	0.00
5000	Operating Expenses									
5001	Payroll & Benefits									
5002	Management-Salaries	5,770.00	0.00	-5,770.00	N/A	11,540.00	0.00	-11,540.00	N/A	0.00
5011	Bldg. Engineer-Salaries	4,760.83	0.00	-4,760.83	N/A	9,521.69	0.00	-9,521.69	N/A	0.00
5025	Payroll Taxes & Benefits	1,169.76	0.00	-1,169.76	N/A	2,339.52	0.00	-2,339.52	N/A	0.00
5081	Total Payroll & Benefits	11,700.59	0.00	-11,700.59	N/A	23,401.21	0.00	-23,401.21	N/A	0.00
5082	General Maintenance Exp.									
5099	Repairs & Maintenance									
5130	Electrical Supplies & R/M	5,555.03	0.00	-5,555.03	N/A	5,555.03	0.00	-5,555.03	N/A	0.00
5142	Garage Repairs	0.00	0.00	0.00	N/A	4,814.17	0.00	-4,814.17	N/A	0.00
5150	HVAC Supplies & R/M	3,269.30	0.00	-3,269.30	N/A	3,269.30	0.00	-3,269.30	N/A	0.00
5157	Janitorial Supplies	405.00	0.00	-405.00	N/A	777.78	0.00	-777.78	N/A	0.00
5165	Maintenance Supplies	1,500.00	0.00	-1,500.00	N/A	1,500.00	0.00	-1,500.00	N/A	0.00
5185	Fire & Safety Suppl/Repai	2,040.00	0.00	-2,040.00	N/A	9,739.98	0.00	-9,739.98	N/A	0.00
5298	Total Repairs & Maintenance	12,769.33	0.00	-12,769.33	N/A	25,656.26	0.00	-25,656.26	N/A	0.00
5499	Contract Services									
5500	Access Monitoring Contrac	3,805.00	0.00	-3,805.00	N/A	3,340.95	0.00	-3,340.95	N/A	0.00
5515	HVAC Contract	2,303.18	0.00	-2,303.18	N/A	2,303.18	0.00	-2,303.18	N/A	0.00
5520	Elevator Contract	531.00	0.00	-531.00	N/A	531.00	0.00	-531.00	N/A	0.00
5521	Fire Alarm Monitoring	130.00	0.00	-130.00	N/A	195.00	0.00	-195.00	N/A	0.00
5524	Interior Plant Contract	972.48	0.00	-972.48	N/A	1,458.72	0.00	-1,458.72	N/A	0.00
5526	Janitorial Contract	1,883.00	0.00	-1,883.00	N/A	3,281.94	0.00	-3,281.94	N/A	0.00
5535	Landscape Maintenance	889.58	0.00	-889.58	N/A	1,779.16	0.00	-1,779.16	N/A	0.00
5542	Parking Lot Sweeping Cont	600.00	0.00	-600.00	N/A	900.00	0.00	-900.00	N/A	0.00
5545	Security/Patrol/Courtesy	16,564.69	0.00	-16,564.69	N/A	36,739.41	0.00	-36,739.41	N/A	0.00
5550	Pest Control Contract	87.06	0.00	-87.06	N/A	174.12	0.00	-174.12	N/A	0.00
5560	Trash Removal Contract	213.00	0.00	-213.00	N/A	213.00	0.00	-213.00	N/A	0.00

Budget Comparison

Period = Feb 2024

Book = Accrual ; Tree = pcr_is_cfa

		PTD Actual	PTD Budget	Variance	% Var	YTD Actual	YTD Budget	Variance	% Var	Annual
5597	Total Contract Services	27,978.99	0.00	-27,978.99	N/A	50,916.48	0.00	-50,916.48	N/A	0.00
5598	Total General Maintenance Exp.	40,748.32	0.00	-40,748.32	N/A	76,572.74	0.00	-76,572.74	N/A	0.00
5599	Total General Maintenance Exp.									
5600	Advert/Marketing/Promo									
5640	Signage	941.78	0.00	-941.78	N/A	941.78	0.00	-941.78	N/A	0.00
5689	Total Advert/Marketing/Promo	941.78	0.00	-941.78	N/A	941.78	0.00	-941.78	N/A	0.00
5699	Office Expenses									
5730	Office Supplies	175.86	0.00	-175.86	N/A	493.62	0.00	-493.62	N/A	0.00
5740	Telephone Expense	115.97	0.00	-115.97	N/A	231.92	0.00	-231.92	N/A	0.00
5798	Total Office Expenses	291.83	0.00	-291.83	N/A	725.54	0.00	-725.54	N/A	0.00
5799	Other General & Admin									
5800	Association Fees/Memb Due	110.00	0.00	-110.00	N/A	860.00	0.00	-860.00	N/A	0.00
5815	Computer Expense	0.00	0.00	0.00	N/A	64.92	0.00	-64.92	N/A	0.00
5816	Internet Access/Data Proc	1,257.78	0.00	-1,257.78	N/A	1,940.56	0.00	-1,940.56	N/A	0.00
5835	Licenses/Fees/Permits	280.20	0.00	-280.20	N/A	280.20	0.00	-280.20	N/A	0.00
5850	Travel Expense	0.00	0.00	0.00	N/A	44.54	0.00	-44.54	N/A	0.00
5855	Misc. General/Admin	81.31	0.00	-81.31	N/A	81.31	0.00	-81.31	N/A	0.00
5898	Total Other General & Admin	1,729.29	0.00	-1,729.29	N/A	3,271.53	0.00	-3,271.53	N/A	0.00
5899	Utilities									
5900	Electric	12,148.86	0.00	-12,148.86	N/A	29,230.64	0.00	-29,230.64	N/A	0.00
5925	Water / Sewer	1,464.48	0.00	-1,464.48	N/A	4,716.11	0.00	-4,716.11	N/A	0.00
5926	Water Irrigation	-320.46	0.00	320.46	N/A	2,079.01	0.00	-2,079.01	N/A	0.00
5998	Total Utilities	13,292.88	0.00	-13,292.88	N/A	36,025.76	0.00	-36,025.76	N/A	0.00
5999	Management Fees									
6000	Management Fees	3,500.00	0.00	-3,500.00	N/A	7,000.00	0.00	-7,000.00	N/A	0.00
6089	Total Management Fees	3,500.00	0.00	-3,500.00	N/A	7,000.00	0.00	-7,000.00	N/A	0.00
6240	Total General & Administrative	19,755.78	0.00	-19,755.78	N/A	47,964.61	0.00	-47,964.61	N/A	0.00
6241	Total Operating Expenses	72,204.69	0.00	-72,204.69	N/A	147,938.56	0.00	-147,938.56	N/A	0.00
6998	Total Net Operating Income	-4,675.47	0.00	-4,675.47	N/A	-11,830.12	0.00	-11,830.12	N/A	0.00
6999	Non Operating Expenses									
8000	Non-Recoverable Expenses									
8015	NonRec-General & Admin	0.00	0.00	0.00	N/A	3,906.00	0.00	-3,906.00	N/A	0.00
8099	Total Non-Recoverable Expenses	0.00	0.00	0.00	N/A	3,906.00	0.00	-3,906.00	N/A	0.00
9902	Total Non-Operating Expenses	0.00	0.00	0.00	N/A	3,906.00	0.00	-3,906.00	N/A	0.00
9998	Total Net Income	-4,675.47	0.00	-4,675.47	N/A	-15,736.12	0.00	-15,736.12	N/A	0.00
	Adjustments									
1000	Assets									
1499	Fixed Assets									
1522	Building Improvements									

Budget Comparison

Period = Feb 2024

Book = Accrual ; Tree = pcr_is_cfa

		PTD Actual	PTD Budget	Variance	% Var	YTD Actual	YTD Budget	Variance	% Var	Annual
1523	Building Improvements	0.00	0.00	0.00	N/A	19,836.05	0.00	-19,836.05	N/A	0.00
1527	Total Building Improvements	0.00	0.00	0.00	N/A	19,836.05	0.00	-19,836.05	N/A	0.00
1579	Total Fixed Assets	0.00	0.00	0.00	N/A	19,836.05	0.00	-19,836.05	N/A	0.00
1999	Total Assets	0.00	0.00	0.00	N/A	19,836.05	0.00	-19,836.05	N/A	0.00
	Total Adjustments	0.00	0.00	0.00	N/A	19,836.05	0.00	-19,836.05	N/A	0.00
9999	Total Cash Flow	-4,675.47	0.00	-4,675.47	N/A	-35,572.17	0.00	-35,572.17	N/A	0.00

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General Ledger

Period = Feb 2024

Book = Accrual

Sort On =

Property	Property Name	Date	Period	Person/Description	Control	Reference	Debit	Credit	Balance	Remarks
1010				Operating Account					114,525.00	= Beginning Balance =
3130	Midtown Rede...	02/13/2024	02/2024	Andrea Moore (and816)	K-6557	1605	64.92	0.00	114,589.92	Adobe subscription 10.23 - 12.23
3130	Midtown Rede...	02/13/2024	02/2024	Andrea Moore (and816)	K-6557	1605	24.50	0.00	114,614.42	Office supplies
3130	Midtown Rede...	02/13/2024	02/2024	Andrea Moore (and816)	K-6557	1605	44.54	0.00	114,658.96	Mileage Log
3130	Midtown Rede...	02/21/2024	02/2024	Freepoint Energy Solutions LLC...	K-6779	856	12,148.86	0.00	126,807.82	01.12.24 - 02.13.24 Electric Service
3130	Midtown Rede...	02/28/2024	02/2024	Ark of Safety Security Solution...	K-6873	1645	3,311.95	0.00	130,119.77	1.27.24 - 2.2.24 Security Services
3130	Midtown Rede...	02/29/2024	02/2024	Freepoint Energy Solutions LLC...	K-6941	1644	10,781.78	0.00	140,901.55	12.11.23 - 01.12.24 Electric Service
3130	Midtown Rede...	02/29/2024	02/2024	Freepoint Energy Solutions LLC...	K-6941	1644	12,148.86	0.00	153,050.41	01.12.24 - 02.13.24 Electric Service
				Receipt Batch 3835			37,380.98		190,431.39	
				Receipt Batch 3834			13,531.98		203,963.37	
				Receipt Batch 3836			6,096.65		210,060.02	
				Journal Batch 3114			451.15		210,511.17	
				Check Batch 1210				23,561.54	186,949.63	
				Check Batch 1221				15,666.62	171,283.01	
				Check Batch 1224				133.96	171,149.05	
				Check Batch 1226				1,209.94	169,939.11	
				Check Batch 1232				81.31	169,857.80	
				Check Batch 1236				12,365.64	157,492.16	
				Check Batch 1237				707.98	156,784.18	
				Check Batch 1240				22,930.64	133,853.54	
				Receipt Batch 3967			24,051.59		157,905.13	
				Check Batch 1243				3,311.95	154,593.18	
				Check Batch 1246				3,311.95	151,281.23	
				Check Batch 1252				22,930.64	128,350.59	
				Journal Batch 3112			23,064.60		151,415.19	
				Net Change=36,890.19			143,102.36	106,212.17	151,415.19	= Ending Balance =
1140				Tenant Reimbursements					1,628.63	= Beginning Balance =
				Net Change=0.00			0.00	0.00	1,628.63	= Ending Balance =
1300				A/R -Rents					17,128.51	= Beginning Balance =
				Receipt Batch 3837				24,051.59	-6,923.08	
				Charge Batch 1671			67,529.22		60,606.14	
				Receipt Batch 3835				37,380.98	23,225.16	
				Receipt Batch 3834				13,531.98	9,693.18	
				Receipt Batch 3836				6,096.65	3,596.53	
				Net Change=-13,531.98			67,529.22	81,061.20	3,596.53	= Ending Balance =

General Ledger

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Property	Property Name	Date	Period	Person/Description	Control	Referenc e	Debit	Credit	Balance	Remarks
1330				A/R -Miscellaneous					-12,824.44	= Beginning Balance =
3130	Midtown Rede...	02/05/2024	02/2024		J-4393		0.00	451.15	-13,275.59	02.05 Return of Funds ck#1536
3130	Midtown Rede...	02/29/2024	02/2024		J-4392		0.00	133.96	-13,409.55	02.08 Return of Funds
3130	Midtown Rede...	02/29/2024	02/2024		J-4392		0.00	22,930.64	-36,340.19	02.28 Return of Funds
				Net Change=-23,515.75			0.00	23,515.75	-36,340.19	= Ending Balance =
1340				A/R -Other					446.37	= Beginning Balance =
				Net Change=0.00			0.00	0.00	446.37	= Ending Balance =
1410				Prepaid -Miscellaneous					5,285.67	= Beginning Balance =
				Net Change=0.00			0.00	0.00	5,285.67	= Ending Balance =
1520				Accum Depr-Bldg Sec 754					4,775.25	= Beginning Balance =
				Net Change=0.00			0.00	0.00	4,775.25	= Ending Balance =
1523				Building Improvements					72,411.11	= Beginning Balance =
				Net Change=0.00			0.00	0.00	72,411.11	= Ending Balance =
1529				Tenant Improvements					801.05	= Beginning Balance =
				Net Change=0.00			0.00	0.00	801.05	= Ending Balance =
2004				A/P -Trade					-15,666.62	= Beginning Balance =
3130	Midtown Rede...	02/13/2024	02/2024	Andrea Moore (and816)	K-6557	1605	0.00	64.92	-15,731.54	Adobe subscription 10.23 - 12.23
3130	Midtown Rede...	02/13/2024	02/2024	Andrea Moore (and816)	K-6557	1605	0.00	24.50	-15,756.04	Office supplies
3130	Midtown Rede...	02/13/2024	02/2024	Andrea Moore (and816)	K-6557	1605	0.00	44.54	-15,800.58	Mileage Log
3130	Midtown Rede...	02/21/2024	02/2024	Freepoint Energy Solutions LLC...	K-6779	856	0.00	12,148.86	-27,949.44	01.12.24 - 02.13.24 Electric Service
3130	Midtown Rede...	02/28/2024	02/2024	Ark of Safety Security Solution...	K-6873	1645	0.00	3,311.95	-31,261.39	1.27.24 - 2.2.24 Security Services
3130	Midtown Rede...	02/29/2024	02/2024	Freepoint Energy Solutions LLC...	K-6941	1644	0.00	10,781.78	-42,043.17	12.11.23 - 01.12.24 Electric Service
3130	Midtown Rede...	02/29/2024	02/2024	Freepoint Energy Solutions LLC...	K-6941	1644	0.00	12,148.86	-54,192.03	01.12.24 - 02.13.24 Electric Service
				Payable Batch 1522				13,312.80	-67,504.83	
				Payable Batch 1558				1,209.94	-68,714.77	
				Payable Batch 1576				207.23	-68,922.00	
				Payable Batch 1523				10,248.74	-79,170.74	
				Payable Batch 1570				798.84	-79,969.58	
				Payable Batch 1614				10,746.74	-90,716.32	
				Payable Batch 1588				3,311.95	-94,028.27	
				Check Batch 1210			23,561.54		-70,466.73	
				Check Batch 1221			15,666.62		-54,800.11	

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Property	Property Name	Date	Period	Person/Description	Control	Reference	Debit	Credit	Balance	Remarks
				Check Batch 1224			133.96		-54,666.15	
				Check Batch 1226			1,209.94		-53,456.21	
				Payable Batch 1578				12,148.86	-65,605.07	
				Check Batch 1232			81.31		-65,523.76	
				Check Batch 1236			12,365.64		-53,158.12	
				Check Batch 1237			707.98		-52,450.14	
				Check Batch 1240			22,930.64		-29,519.50	
				Payable Batch 1592				10,781.78	-40,301.28	
				Check Batch 1243			3,311.95		-36,989.33	
				Check Batch 1246			3,311.95		-33,677.38	
				Check Batch 1252			22,930.64		-10,746.74	
				Payable Batch 1636				15,666.59	-26,413.33	
				Net Change=-10,746.71			106,212.17	116,958.88	-26,413.33	= Ending Balance =
2010				A/P - Accrued Expenses					-22,315.00	= Beginning Balance =
3130	Midtown Rede...	02/01/2024	02/2024	:Reversal of J-4198	J-4199	:Rever...	750.00	0.00	-21,565.00	Accr 01.2024 Annual Membership
3130	Midtown Rede...	02/01/2024	02/2024	:Reversal of J-4198	J-4199	:Rever...	65.00	0.00	-21,500.00	Accr 01.2024 Fire Panel Monitoring
3130	Midtown Rede...	02/01/2024	02/2024	:Reversal of J-4198	J-4199	:Rever...	13,300.00	0.00	-8,200.00	Accr 01.01-01.31 Security Services
3130	Midtown Rede...	02/01/2024	02/2024	:Reversal of J-4198	J-4199	:Rever...	6,300.00	0.00	-1,900.00	Accr 01.01-01.31 Electricity
3130	Midtown Rede...	02/01/2024	02/2024	:Reversal of J-4198	J-4199	:Rever...	950.00	0.00	-950.00	Accr 01.09-01.31 Bldg Water
3130	Midtown Rede...	02/01/2024	02/2024	:Reversal of J-4198	J-4199	:Rever...	950.00	0.00	0.00	Accr 01.09-01.31 Irrigation Water
3130	Midtown Rede...	02/29/2024	02/2024	02.24 Accruals :Reversed by J...	J-4475		0.00	26,868.00	-26,868.00	02.24 Accruals
				Net Change=-4,553.00			22,315.00	26,868.00	-26,868.00	= Ending Balance =
2015				A/P - Miscellaneous					0.00	= Beginning Balance =
3130	Midtown Rede...	02/29/2024	02/2024		J-4417		10,781.78	0.00	10,781.78	Rvs 12.11.23-01.12.24 Electric Service
				Net Change=10,781.78			10,781.78	0.00	10,781.78	= Ending Balance =
2052				Prepaid Rent					-26,366.24	= Beginning Balance =
3130	Midtown Rede...	02/01/2024	02/2024	Primary Care Cohort 2 Propco,...	R-6785	EFT 0...	24,051.59	0.00	-2,314.65	
3130	Midtown Rede...	02/26/2024	02/2024	Primary Care Cohort 2 Propco,...	R-6975	EFT 0...	0.00	24,051.59	-26,366.24	
				Net Change=0.00			24,051.59	24,051.59	-26,366.24	= Ending Balance =
2060				Security Deposits					-34,003.53	= Beginning Balance =
				Net Change=0.00			0.00	0.00	-34,003.53	= Ending Balance =
2110				Note Payable-Other					-391.00	= Beginning Balance =
				Net Change=0.00			0.00	0.00	-391.00	= Ending Balance =

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Property	Property Name	Date	Period	Person/Description	Control	Reference	Debit	Credit	Balance	Remarks
3002				Contributions					-1,147,498.03	= Beginning Balance =
				Net Change=0.00			0.00	0.00	-1,147,498.03	= Ending Balance =
3100				Distributions					14,086.04	= Beginning Balance =
				Net Change=0.00			0.00	0.00	14,086.04	= Ending Balance =
3499				Prior Year Retained Earnings					629,683.56	= Beginning Balance =
				Net Change=0.00			0.00	0.00	629,683.56	= Ending Balance =
3502				Year to Date Profit (Loss)					387,233.02	= Beginning Balance =
				Net Change=0.00			0.00	0.00	387,233.02	= Ending Balance =
4007				Base Rent					-39,104.68	= Beginning Balance =
3130	Midtown Rede...	02/01/2024	02/2024	Primary Care Cohort 2 Propco,...	C-10239	:Post	0.00	13,885.68	-52,990.36	Base Rent (02/2024)
3130	Midtown Rede...	02/01/2024	02/2024	Change Happens! (00002777)	C-10244	:Post	0.00	22,799.00	-75,789.36	Base Rent (02/2024)
3130	Midtown Rede...	02/01/2024	02/2024	Old Spanish Trail/Alameda Corri...	C-10247	:Post	0.00	2,420.00	-78,209.36	Base Rent (02/2024)
				Net Change=-39,104.68			0.00	39,104.68	-78,209.36	= Ending Balance =
4208				CAM Recovery					-26,964.54	= Beginning Balance =
3130	Midtown Rede...	02/01/2024	02/2024	Primary Care Cohort 2 Propco,...	C-10238	:Post	0.00	10,165.91	-37,130.45	Common Area Maintenance (02/2024)
3130	Midtown Rede...	02/01/2024	02/2024	Change Happens! (00002777)	C-10240	:Post	0.00	13,331.98	-50,462.43	Common Area Maintenance (02/2024)
3130	Midtown Rede...	02/01/2024	02/2024	Old Spanish Trail/Alameda Corri...	C-10245	:Post	0.00	3,466.65	-53,929.08	Common Area Maintenance (02/2024)
				Net Change=-26,964.54			0.00	26,964.54	-53,929.08	= Ending Balance =
4542				Parking Income					-2,510.00	= Beginning Balance =
3130	Midtown Rede...	02/01/2024	02/2024	Change Happens! (00002777)	C-10241	:Post	0.00	1,050.00	-3,560.00	Parking (02/2024)
3130	Midtown Rede...	02/01/2024	02/2024	Change Happens! (00002777)	C-10242	:Post	0.00	450.00	-4,010.00	Parking (02/2024)
3130	Midtown Rede...	02/01/2024	02/2024	Change Happens! (00002777)	C-10243	:Post	250.00	0.00	-3,760.00	Parking (02/2024)
3130	Midtown Rede...	02/01/2024	02/2024	Old Spanish Trail/Alameda Corri...	C-10246	:Post	0.00	210.00	-3,970.00	Parking (02/2024)
				Net Change=-1,460.00			250.00	1,710.00	-3,970.00	= Ending Balance =
5002				Management-Salaries					5,770.00	= Beginning Balance =
3130	Midtown Rede...	02/29/2024	02/2024	PCR Property Services, LLC (p...	P-8718	1100...	5,770.00	0.00	11,540.00	02.24 PM Salary
				Net Change=5,770.00			5,770.00	0.00	11,540.00	= Ending Balance =
5011				Bldg. Engineer-Salaries					4,760.86	= Beginning Balance =
3130	Midtown Rede...	02/29/2024	02/2024	PCR Property Services, LLC (p...	P-8718	1100...	4,631.00	0.00	9,391.86	02.24 Engineer Salary

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Property	Property Name	Date	Period	Person/Description	Control	Referenc e	Debit	Credit	Balance	Remarks
3130	Midtown Rede...	02/29/2024	02/2024	PCR Property Services, LLC (p...	P-8718	1100...	129.83	0.00	9,521.69	02.24 Overtime
				Net Change=4,760.83			4,760.83	0.00	9,521.69	= Ending Balance =
5025				Payroll Taxes & Benefits					1,169.76	= Beginning Balance =
3130	Midtown Rede...	02/29/2024	02/2024	PCR Property Services, LLC (p...	P-8718	1100...	1,169.76	0.00	2,339.52	02.24 Engineer Taxes & Benefits
				Net Change=1,169.76			1,169.76	0.00	2,339.52	= Ending Balance =
5130				Electrical Supplies & R/M					0.00	= Beginning Balance =
3130	Midtown Rede...	07/26/2023	02/2024	Facility Solutions Group, Inc. (f...	P-8057	2883...	1,005.00	0.00	1,005.00	Troubleshoot exterior lighting
3130	Midtown Rede...	08/03/2023	02/2024	Facility Solutions Group, Inc. (f...	P-8058	2893100	360.01	0.00	1,365.01	Lobby light repair
3130	Midtown Rede...	08/24/2023	02/2024	Facility Solutions Group, Inc. (f...	P-8059	2906265	340.00	0.00	1,705.01	Engineer office outlet
3130	Midtown Rede...	08/28/2023	02/2024	Facility Solutions Group, Inc. (f...	P-8061	2890523	3,555.02	0.00	5,260.03	Install electrical outlets for directory
3130	Midtown Rede...	10/31/2023	02/2024	Facility Solutions Group, Inc. (f...	P-8060	2939985	295.00	0.00	5,555.03	Troubleshoot balcony lights
				Net Change=5,555.03			5,555.03	0.00	5,555.03	= Ending Balance =
5142				Garage Repairs					4,814.17	= Beginning Balance =
				Net Change=0.00			0.00	0.00	4,814.17	= Ending Balance =
5150				HVAC Supplies & R/M					0.00	= Beginning Balance =
3130	Midtown Rede...	02/21/2024	02/2024	Hunton Services (hva105)	P-8565	SVC...	439.00	0.00	439.00	HVAC system overview with engineers
3130	Midtown Rede...	02/29/2024	02/2024	Hunton Services (hva105)	P-8563	SCH...	2,169.30	0.00	2,608.30	02.2024 - 04.2024 HVAC Maintenance
3130	Midtown Rede...	02/29/2024	02/2024	02.24 Accruals :Reversed by J...	J-4475		661.00	0.00	3,269.30	Accr RTU - 2 Repair
				Net Change=3,269.30			3,269.30	0.00	3,269.30	= Ending Balance =
5157				Janitorial Supplies					372.78	= Beginning Balance =
3130	Midtown Rede...	02/29/2024	02/2024	02.24 Accruals :Reversed by J...	J-4475		405.00	0.00	777.78	Accr 02.24 Janitorial Supplies
				Net Change=405.00			405.00	0.00	777.78	= Ending Balance =
5165				Maintenance Supplies					0.00	= Beginning Balance =
3130	Midtown Rede...	02/29/2024	02/2024	02.24 Accruals :Reversed by J...	J-4475		1,500.00	0.00	1,500.00	Accr Engineering Supplies
				Net Change=1,500.00			1,500.00	0.00	1,500.00	= Ending Balance =
5185				Fire & Safety Suppl/Repai					7,699.98	= Beginning Balance =
3130	Midtown Rede...	01/05/2024	02/2024	FirePro Tech, LLC (fir683)	P-8117	2-231...	1,385.00	0.00	9,084.98	Fire pump flow test inspection repairs
3130	Midtown Rede...	01/27/2024	02/2024	FirePro Tech, LLC (fir683)	P-8122	2-231...	655.00	0.00	9,739.98	Fire extinguisher & hose inspection repairs
				Net Change=2,040.00			2,040.00	0.00	9,739.98	= Ending Balance =
5500				Access Monitoring Contrac					-464.05	= Beginning Balance =

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Property	Property Name	Date	Period	Person/Description	Control	Referenc e	Debit	Credit	Balance	Remarks
3130	Midtown Rede...	02/01/2024	02/2024	Kastle Systems of Texas LLC (... Net Change=3,805.00	P-8561	V50-...	3,805.00 3,805.00	0.00 0.00	3,340.95 3,340.95	03.2024 Access Control & Monitoring = Ending Balance =
5515				HVAC Contract					0.00	= Beginning Balance =
3130	Midtown Rede...	02/29/2024	02/2024	Hunton Services (hva105) Net Change=2,303.18	P-8564	SCH...	2,303.18 2,303.18	0.00 0.00	2,303.18 2,303.18	02.2024 - 04.2024 BAS Maintenance = Ending Balance =
5520				Elevator Contract					0.00	= Beginning Balance =
3130	Midtown Rede...	02/29/2024	02/2024	02.24 Accruals :Reversed by J... Net Change=531.00	J-4475		531.00 531.00	0.00 0.00	531.00 531.00	Accr Annual Elevator Inspection = Ending Balance =
5521				Fire Alarm Monitoring					65.00	= Beginning Balance =
3130	Midtown Rede...	02/01/2024	02/2024	:Reversal of J-4198	J-4199	:Rever...	0.00	65.00	0.00	Accr 01.2024 Fire Panel Monitoring
3130	Midtown Rede...	02/08/2024	02/2024	FirePro Tech, LLC (fir683) Net Change=130.00	P-8354	0855...	195.00 195.00	0.00 65.00	195.00 195.00	01.2024 - 03.2024 fire panel monitoring = Ending Balance =
5524				Interior Plant Contract					486.24	= Beginning Balance =
3130	Midtown Rede...	02/01/2024	02/2024	Always In Season, Inc. (alw271)	P-8118	M-150619	486.24	0.00	972.48	02.2024 Interior Plant Maintenance
3130	Midtown Rede...	03/01/2024	02/2024	Always In Season, Inc. (alw271) Net Change=972.48	P-8566	M-151174	486.24 972.48	0.00 0.00	1,458.72 1,458.72	03.2024 Interior Plant Maintenance = Ending Balance =
5526				Janitorial Contract					1,398.94	= Beginning Balance =
3130	Midtown Rede...	02/29/2024	02/2024	02.24 Accruals :Reversed by J... Net Change=1,883.00	J-4475		1,883.00 1,883.00	0.00 0.00	3,281.94 3,281.94	Accr 02.24 Janitorial Contract = Ending Balance =
5535				Landscape Maintenance					889.58	= Beginning Balance =
3130	Midtown Rede...	02/01/2024	02/2024	Texscape Service, LLC (tex2180) Net Change=889.58	P-8062	CD5...	889.58 889.58	0.00 0.00	1,779.16 1,779.16	2.1.24 - 2.28.24 Landscape Maintenance = Ending Balance =
5542				Parking Lot Sweeping Cont					300.00	= Beginning Balance =
3130	Midtown Rede...	02/01/2024	02/2024	Royal Services Company, LLC ...	P-8273	59793	300.00	0.00	600.00	02.2024 Parking Lot Sweep
3130	Midtown Rede...	02/01/2024	02/2024	Royal Services Company, LLC ... Net Change=600.00	P-8355	597930	300.00 600.00	0.00 0.00	900.00 900.00	02.2024 Parking Lot Sweep = Ending Balance =
5545				Security/Patrol/Courtesy					20,174.72	= Beginning Balance =
3130	Midtown Rede...	01/05/2024	02/2024	Ark of Safety Security Solution...	P-8055	0105...	3,549.02	0.00	23,723.74	12.30.23 - 1.5.24 Security Services
3130	Midtown Rede...	01/12/2024	02/2024	Ark of Safety Security Solution...	P-8056	0112...	3,319.17	0.00	27,042.91	1.6.24 - 1.12.24 Security Services
3130	Midtown Rede...	01/19/2024	02/2024	Ark of Safety Security Solution...	P-8119	0119...	3,068.47	0.00	30,111.38	1.13.24- 1.19.24 Security Services

General Ledger

Period = Feb 2024

Book = Accrual

Sort On =

Property	Property Name	Date	Period	Person/Description	Control	Referenc e	Debit	Credit	Balance	Remarks
3130	Midtown Rede...	01/26/2024	02/2024	Ark of Safety Security Solution...	P-8123	0126...	3,316.08	0.00	33,427.46	1.20.24 - 1.26.24 Security Services
3130	Midtown Rede...	02/01/2024	02/2024	:Reversal of J-4198	J-4199	:Rever...	0.00	13,300.00	20,127.46	Accr 01.01-01.31 Security Services
3130	Midtown Rede...	02/02/2024	02/2024	Ark of Safety Security Solution...	P-8463	0202...	3,311.95	0.00	23,439.41	1.27.24 - 2.2.24 Security Services
3130	Midtown Rede...	02/02/2024	02/2024	Ark of Safety Security Solution...	P-8463	0202...	0.00	3,311.95	20,127.46	1.27.24 - 2.2.24 Security Services
3130	Midtown Rede...	02/02/2024	02/2024	Ark of Safety Security Solution...	P-8463	0202...	3,311.95	0.00	23,439.41	1.27.24 - 2.2.24 Security Services
3130	Midtown Rede...	02/29/2024	02/2024	02.24 Accruals :Reversed by J...	J-4475		13,300.00	0.00	36,739.41	Accr 02.01-02.29 Security Services
				Net Change=16,564.69			33,176.64	16,611.95	36,739.41	= Ending Balance =
5550				Pest Control Contract					87.06	= Beginning Balance =
3130	Midtown Rede...	02/01/2024	02/2024	Environmental Coalition Inc (e...	P-8353	224238	87.06	0.00	174.12	02.2024 pest control service
				Net Change=87.06			87.06	0.00	174.12	= Ending Balance =
5560				Trash Removal Contract					0.00	= Beginning Balance =
3130	Midtown Rede...	02/29/2024	02/2024	02.24 Accruals :Reversed by J...	J-4475		213.00	0.00	213.00	Accr 02.01-02.29 Trash Removal
				Net Change=213.00			213.00	0.00	213.00	= Ending Balance =
5640				Signage					0.00	= Beginning Balance =
3130	Midtown Rede...	01/17/2024	02/2024	SPARQ1200 LLC (spa515)	P-8125	2023...	941.78	0.00	941.78	Suite Signs
				Net Change=941.78			941.78	0.00	941.78	= Ending Balance =
5730				Office Supplies					317.76	= Beginning Balance =
3130	Midtown Rede...	10/06/2023	02/2024	ReadyRefresh (rea856)	P-8274	J670...	49.94	0.00	367.70	10.2023 Water Order
3130	Midtown Rede...	10/06/2023	02/2024	ReadyRefresh (rea856)	P-8377	6707...	125.92	0.00	493.62	10.2023 Water Order
				Net Change=175.86			175.86	0.00	493.62	= Ending Balance =
5740				Telephone Expense					115.95	= Beginning Balance =
3130	Midtown Rede...	02/01/2024	02/2024	Telmart LP (tel107)	P-8124	843050	115.97	0.00	231.92	02.1.24-2.29-24 Phone System
				Net Change=115.97			115.97	0.00	231.92	= Ending Balance =
5800				Association Fees/Memb Due					750.00	= Beginning Balance =
3130	Midtown Rede...	11/14/2023	02/2024	Houston Building Owners Mgrs...	P-8275	3000...	860.00	0.00	1,610.00	Memberships Dues
3130	Midtown Rede...	02/01/2024	02/2024	:Reversal of J-4198	J-4199	:Rever...	0.00	750.00	860.00	Accr 01.2024 Annual Membership
				Net Change=110.00			860.00	750.00	860.00	= Ending Balance =
5815				Computer Expense					64.92	= Beginning Balance =
				Net Change=0.00			0.00	0.00	64.92	= Ending Balance =
5816				Internet Access/Data Proc					682.78	= Beginning Balance =

General Ledger

Period = Feb 2024

Book = Accrual

Sort On =

Property	Property Name	Date	Period	Person/Description	Control	Referenc e	Debit	Credit	Balance	Remarks
3130	Midtown Rede...	02/05/2024	02/2024	Comcast (com660)	P-8352	0984...	216.78	0.00	899.56	02.10.24 - 03.09.24 Monthly Internet Service
3130	Midtown Rede...	02/29/2024	02/2024	PCR Property Services, LLC (p...	P-8718	1100...	466.00	0.00	1,365.56	02.24 Yardi Accounting Software
3130	Midtown Rede...	02/29/2024	02/2024	02.24 Accruals :Reversed by J...	J-4475		575.00	0.00	1,940.56	Accr 02.24 Building Ethernet
				Net Change=1,257.78			1,257.78	0.00	1,940.56	= Ending Balance =
5835				Licenses/Fees/Permits					0.00	= Beginning Balance =
3130	Midtown Rede...	01/04/2024	02/2024	City of Houston (cit268)	P-8120	1985522	160.80	0.00	160.80	City of Houston building elevator permit fee
3130	Midtown Rede...	01/04/2024	02/2024	City of Houston (cit268)	P-8121	1985521	119.40	0.00	280.20	City of Houston garage elevator permit fee
				Net Change=280.20			280.20	0.00	280.20	= Ending Balance =
5850				Travel Expense					44.54	= Beginning Balance =
				Net Change=0.00			0.00	0.00	44.54	= Ending Balance =
5855				Misc. General/Admin					0.00	= Beginning Balance =
3130	Midtown Rede...	01/31/2024	02/2024	PCR Property Services, LLC (p...	P-8376	24 - ...	81.31	0.00	81.31	Mailbox reimbursement
				Net Change=81.31			81.31	0.00	81.31	= Ending Balance =
5900				Electric					17,081.78	= Beginning Balance =
3130	Midtown Rede...	02/01/2024	02/2024	:Reversal of J-4198	J-4199	:Rever...	0.00	6,300.00	10,781.78	Accr 01.01-01.31 Electricity
3130	Midtown Rede...	02/14/2024	02/2024	Freepoint Energy Solutions LLC...	P-8384	2714434	12,148.86	0.00	22,930.64	01.12.24 - 02.13.24 Electric Service
3130	Midtown Rede...	02/14/2024	02/2024	Freepoint Energy Solutions LLC...	P-8384	2714434	0.00	12,148.86	10,781.78	01.12.24 - 02.13.24 Electric Service
3130	Midtown Rede...	02/14/2024	02/2024	Freepoint Energy Solutions LLC...	P-8384	2714434	12,148.86	0.00	22,930.64	01.12.24 - 02.13.24 Electric Service
3130	Midtown Rede...	02/14/2024	02/2024	Freepoint Energy Solutions LLC...	P-8384	2714434	0.00	12,148.86	10,781.78	01.12.24 - 02.13.24 Electric Service
3130	Midtown Rede...	02/14/2024	02/2024	Freepoint Energy Solutions LLC...	P-8384	2714434	12,148.86	0.00	22,930.64	01.12.24 - 02.13.24 Electric Service
3130	Midtown Rede...	02/22/2024	02/2024	Freepoint Energy Solutions LLC...	P-8467	2661...	10,781.78	0.00	33,712.42	12.11.23 - 01.12.24 Electric Service
3130	Midtown Rede...	02/22/2024	02/2024	Freepoint Energy Solutions LLC...	P-8467	2661...	0.00	10,781.78	22,930.64	12.11.23 - 01.12.24 Electric Service
3130	Midtown Rede...	02/22/2024	02/2024	Freepoint Energy Solutions LLC...	P-8467	2661...	10,781.78	0.00	33,712.42	12.11.23 - 01.12.24 Electric Service
3130	Midtown Rede...	02/29/2024	02/2024		J-4417		0.00	10,781.78	22,930.64	Rvs 12.11.23-01.12.24 Electric Service
3130	Midtown Rede...	02/29/2024	02/2024	02.24 Accruals :Reversed by J...	J-4475		6,300.00	0.00	29,230.64	Accr 2.13-2.29 Electricity
				Net Change=12,148.86			64,310.14	52,161.28	29,230.64	= Ending Balance =
5925				Water / Sewer					3,251.63	= Beginning Balance =
3130	Midtown Rede...	02/01/2024	02/2024	:Reversal of J-4198	J-4199	:Rever...	0.00	950.00	2,301.63	Accr 01.09-01.31 Bldg Water
3130	Midtown Rede...	02/13/2024	02/2024	City of Houston (cit002)	P-8562	0201...	1,414.48	0.00	3,716.11	02.10.24 Water meter
3130	Midtown Rede...	02/29/2024	02/2024	02.24 Accruals :Reversed by J...	J-4475		1,000.00	0.00	4,716.11	Accr 2.10-2.29 Bldg Water
				Net Change=1,464.48			2,414.48	950.00	4,716.11	= Ending Balance =
5926				Water Irrigation					2,399.47	= Beginning Balance =

General Ledger

Period = Feb 2024

Book = Accrual

Sort On =

Property	Property Name	Date	Period	Person/Description	Control	Reference	Debit	Credit	Balance	Remarks
3130	Midtown Rede...	02/01/2024	02/2024	:Reversal of J-4198	J-4199	:Rever...	0.00	950.00	1,449.47	Accr 01.09-01.31 Irrigation Water
3130	Midtown Rede...	02/13/2024	02/2024	City of Houston (cit002)	P-8562	0201...	129.54	0.00	1,579.01	02.10.24 Irrigation meter
3130	Midtown Rede...	02/29/2024	02/2024	02.24 Accruals :Reversed by J...	J-4475		500.00	0.00	2,079.01	Accr 2.10-2.29 Irrigation Water
				Net Change=-320.46			629.54	950.00	2,079.01	= Ending Balance =
6000				Management Fees					3,500.00	= Beginning Balance =
3130	Midtown Rede...	02/29/2024	02/2024	PCR Property Services, LLC (p...	P-8718	1100...	3,500.00	0.00	7,000.00	02.24 Management Fees
				Net Change=3,500.00			3,500.00	0.00	7,000.00	= Ending Balance =
8015				NonRec-General & Admin					3,906.00	= Beginning Balance =
				Net Change=0.00			0.00	0.00	3,906.00	= Ending Balance =
							517,935.04	517,935.04		

Payables Aging Report

3130

Period: 02/2024

As of : 02/29/2024

Property Code	Property Name	Payee Code	Payee Name	Current Owed	0-30 Owed	31-60 Owed	61-90 Owed	Over 90 Owed
3130	Midtown Redevelopment Authority							
		cit002	City of Houston	1,544.02	1,544.02	0.00	0.00	0.00
		hva105	Hunton Services	4,911.48	4,911.48	0.00	0.00	0.00
		kas312	Kastle Systems of Texas LLC	3,805.00	3,805.00	0.00	0.00	0.00
		pcr190	PCR Property Services, LLC	15,666.59	15,666.59	0.00	0.00	0.00
Total 3130				25,927.09	25,927.09	0.00	0.00	0.00
Grand Total				25,927.09	25,927.09	0.00	0.00	0.00

DRAFT

Payment Register

3130

Period: From 02/2024 to 02/2024

Check #	Check	Bank Code	Payee Code	Payee Name	Check Date	Post Month	Payment Method	Payable	Property	Amount	Notes
	Control							Control#			
1626	K-6443	3130op	alw271	Always In Season, Inc.	02/07/2024	02/2024	Check	P-8118	3130	486.24	02.2024 Interior Plant Maintenance
Total 1626										486.24	
1627	K-6444	3130op	ark118	Ark of Safety Security Solutions DVLL	02/07/2024	02/2024	Check	P-8055	3130	3,549.02	12.30.23 - 1.5.24 Security Services
								P-8056	3130	3,319.17	1.6.24 - 1.12.24 Security Services
								P-8119	3130	3,068.47	1.13.24- 1.19.24 Security Services
								P-8123	3130	3,316.08	1.20.24 - 1.26.24 Security Services
Total 1627										13,252.74	
1628	K-6445	3130op	cit268	City of Houston	02/07/2024	02/2024	Check	P-8120	3130	160.80	City of Houston building elevator permit fee
								P-8121	3130	119.40	City of Houston garage elevator permit fee
Total 1628										280.20	
1629	K-6446	3130op	fac509	Facility Solutions Group, Inc.	02/07/2024	02/2024	Check	P-8057	3130	1,005.00	Troubleshoot exterior lighting
								P-8058	3130	360.01	Lobby light repair
								P-8059	3130	340.00	Engineer office outlet
								P-8060	3130	295.00	Troubleshoot balcony lights
								P-8061	3130	3,555.02	Install electrical outlets for directory
Total 1629										5,555.03	
1630	K-6447	3130op	fir683	FirePro Tech, LLC	02/07/2024	02/2024	Check	P-8117	3130	1,385.00	Fire pump flow test inspection repairs
								P-8122	3130	655.00	Fire extinguisher & hose inspection repairs
Total 1630										2,040.00	
1631	K-6448	3130op	spa515	SPARQ1200 LLC	02/07/2024	02/2024	Check	P-8125	3130	941.78	Suite Signs
Total 1631										941.78	
1632	K-6449	3130op	tel107	Telmart LP	02/07/2024	02/2024	Check	P-8124	3130	115.97	02.1.24-2.29-24 Phone System
Total 1632										115.97	
1633	K-6450	3130op	tex2180	Texscape Service, LLC	02/07/2024	02/2024	Check				

Payment Register

3130

Period: From 02/2024 to 02/2024

Check #	Check	Bank Code	Payee Code	Payee Name	Check Date	Post Month	Payment Method	Payable	Property	Amount	Notes
	Control							Control#			
Total 1633								P-8062	3130	889.58	2.1.24 - 2.28.24 Landscape Maintenance
										889.58	
1634	K-6545	3130op	pcr190	PCR Property Services, LLC	02/12/2024	02/2024	Check				
								P-8239	3130	3,500.00	1/24 Management Fee
								P-8239	3130	466.00	1/24 Yardi
								P-8239	3130	5,770.00	1/24 Mgmt Salary
								P-8239	3130	4,760.86	1/24 Eng Salary
								P-8239	3130	1,169.76	1/24 Benefits & Salary
Total 1634										15,666.62	
1605	K-6557	3130op	and816	Andrea Moore	02/13/2024	02/2024	Check				
								P-7576	3130	-64.92	Adobe subscription 10.23 - 12.23
								P-7576	3130	-24.50	Office supplies
								P-7694	3130	-44.54	Mileage Log
Total 1605										-133.96	
1635	K-6558	3130op	and816	Andrea Moore	02/13/2024	02/2024	Check				
								P-7576	3130	64.92	Adobe subscription 10.23 - 12.23
								P-7576	3130	24.50	Office supplies
								P-7694	3130	44.54	Mileage Log
Total 1635										133.96	
1636	K-6618	3130op	hou301	Houston Building Owners Mgrs Assoc	02/13/2024	02/2024	Check				
								P-8275	3130	860.00	Memberships Dues
Total 1636										860.00	
1637	K-6619	3130op	rea856	ReadyRefresh	02/13/2024	02/2024	Check				
								P-8274	3130	49.94	10.2023 Water Order
Total 1637										49.94	
1638	K-6620	3130op	roy801	Royal Services Company, LLC	02/13/2024	02/2024	Check				
								P-8273	3130	300.00	02.2024 Parking Lot Sweep
Total 1638										300.00	
1639	K-6677	3130op	pcr190	PCR Property Services, LLC	02/20/2024	02/2024	Check				
								P-8376	3130	81.31	Mailbox reimbursement
Total 1639										81.31	
22024	K-6768	3130op	com660	Comcast	02/21/2024	02/2024	Check				

Payment Register

3130

Period: From 02/2024 to 02/2024

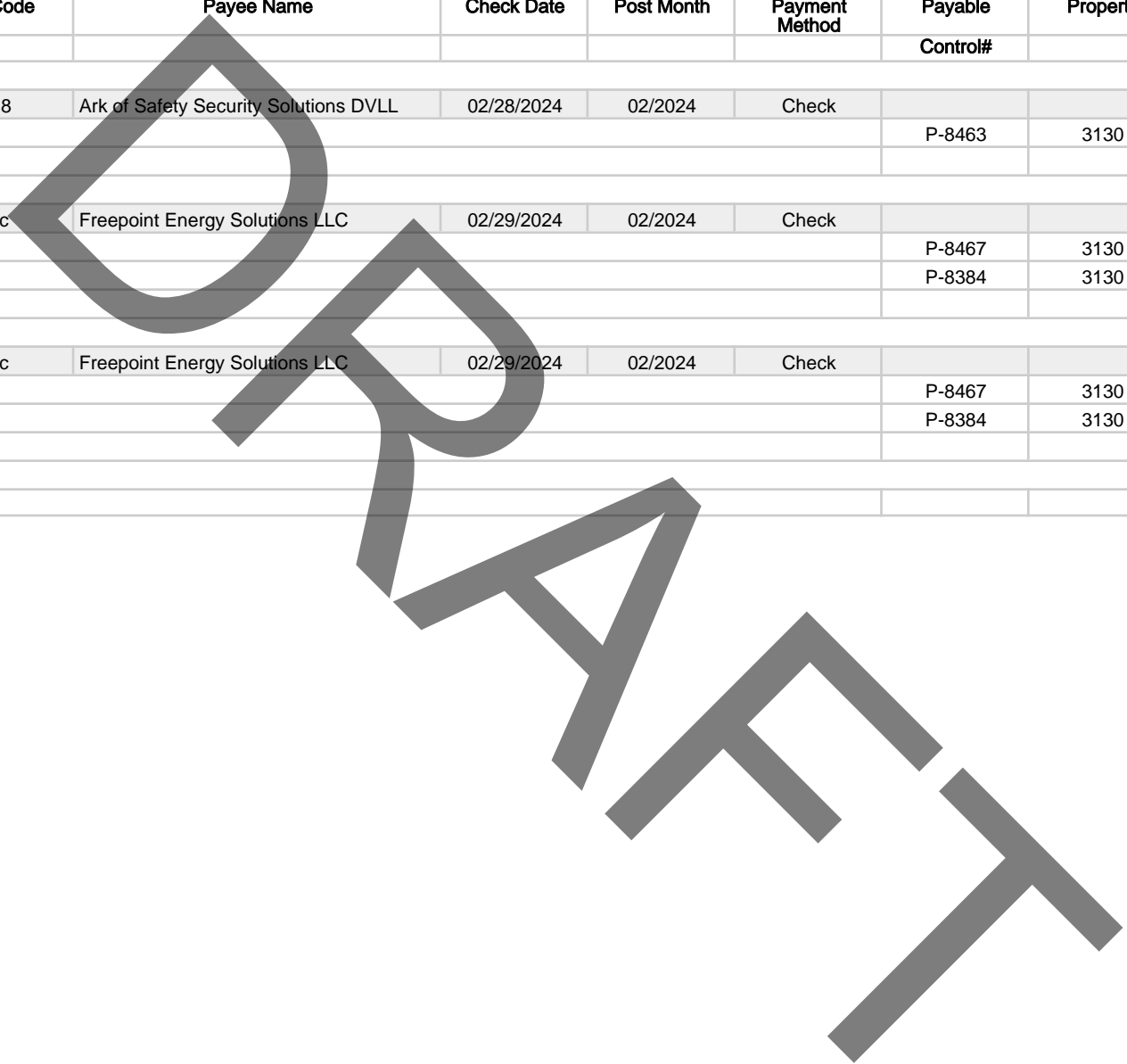
Check #	Check	Bank Code	Payee Code	Payee Name	Check Date	Post Month	Payment Method	Payable	Property	Amount	Notes
	Control							Control#			
								P-8352	3130	216.78	02.10.24 - 03.09.24 Monthly Internet Service
Total 22024										216.78	
856	K-6769	3130op	fre58c	Freepoint Energy Solutions LLC	02/21/2024	02/2024	Check				
								P-8384	3130	12,148.86	01.12.24 - 02.13.24 Electric Service
Total 856										12,148.86	
1640	K-6770	3130op	env003	Environmental Coalition Inc	02/21/2024	02/2024	Check				
								P-8353	3130	87.06	02.2024 pest control service
Total 1640										87.06	
1641	K-6771	3130op	fir683	FirePro Tech, LLC	02/21/2024	02/2024	Check				
								P-8354	3130	195.00	01.2024 - 03.2024 fire panel monitoring
Total 1641										195.00	
1642	K-6772	3130op	rea856	ReadyRefresh	02/21/2024	02/2024	Check				
								P-8377	3130	125.92	10.2023 Water Order
Total 1642										125.92	
1643	K-6773	3130op	roy801	Royal Services Company, LLC	02/21/2024	02/2024	Check				
								P-8355	3130	300.00	02.2024 Parking Lot Sweep
Total 1643										300.00	
856	K-6779	3130op	fre58c	Freepoint Energy Solutions LLC	02/21/2024	02/2024	Check				
								P-8384	3130	-12,148.86	01.12.24 - 02.13.24 Electric Service
Total 856										-12,148.86	
1644	K-6780	3130op	fre58c	Freepoint Energy Solutions LLC	02/22/2024	02/2024	Check				
								P-8467	3130	10,781.78	12.11.23 - 01.12.24 Electric Service
								P-8384	3130	12,148.86	01.12.24 - 02.13.24 Electric Service
Total 1644										22,930.64	
1645	K-6818	3130op	ark118	Ark of Safety Security Solutions DVLL	02/27/2024	02/2024	Check				
								P-8463	3130	3,311.95	1.27.24 - 2.2.24 Security Services
Total 1645										3,311.95	
1645	K-6873	3130op	ark118	Ark of Safety Security Solutions DVLL	02/28/2024	02/2024	Check				
								P-8463	3130	-3,311.95	1.27.24 - 2.2.24 Security Services
Total 1645										-3,311.95	

Payment Register

3130

Period: From 02/2024 to 02/2024

Check #	Check	Bank Code	Payee Code	Payee Name	Check Date	Post Month	Payment Method	Payable	Property	Amount	Notes
	Control							Control#			
1646	K-6923	3130op	ark118	Ark of Safety Security Solutions DVLL	02/28/2024	02/2024	Check	P-8463	3130	3,311.95	1.27.24 - 2.2.24 Security Services
Total 1646										3,311.95	
1644	K-6941	3130op	fre58c	Freepoint Energy Solutions LLC	02/29/2024	02/2024	Check	P-8467	3130	-10,781.78	12.11.23 - 01.12.24 Electric Service
								P-8384	3130	-12,148.86	01.12.24 - 02.13.24 Electric Service
Total 1644										-22,930.64	
1647	K-6942	3130op	fre58c	Freepoint Energy Solutions LLC	02/29/2024	02/2024	Check	P-8467	3130	10,781.78	12.11.23 - 01.12.24 Electric Service
								P-8384	3130	12,148.86	01.12.24 - 02.13.24 Electric Service
Total 1647										22,930.64	
Grand Total										67,686.76	



Midtown Redevelopment OP Acct

3/5/2024

Bank Reconciliation Report

2/29/2024

6441992259

Posted by: tstevens on 3/5/2024

Balance Per Bank Statement as of 2/29/2024 155,721.06 ✓

Outstanding Checks

Check Date	Check Number	Payee	Amount
1/31/2024	1622	cit004 - City of Houston-Solid Waste Mgmt	183.09
1/31/2024	1625	hou182 - Houston Methodist Willowbrook Hopital	3,906.00
2/21/2024	22024	com660 - Comcast	216.78

Less: Outstanding Checks 4,305.87
 Reconciled Bank Balance 151,415.19

Balance per GL as of 2/29/2024 151,415.19

Reconciled Balance Per G/L 151,415.19

Difference (Reconciled Bank Balance And Reconciled Balance Per G/L) 0.00

Cleared Items:

Cleared Checks

Date	Tran #	Notes	Amount	Date Cleared
1/24/2024		com660 - Comcast	216.78	2/29/2024
1/31/2024	1615	deb802 - Debner, Inc.	19,836.05	2/29/2024
1/31/2024	1616	fir683 - FirePro Tech, LLC	2,843.51	2/29/2024
1/31/2024	1617	pcr190 - PCR Property Services, LLC	15,205.45	2/29/2024
1/31/2024	1618	air404 - Air Performance Service of Houston LLC	1,316.69	2/29/2024
1/31/2024	1619	bpe805 - B P Equipment Company	284.17	2/29/2024
1/31/2024	1620	cle110 - Cleaning Advanced System Inc	1,771.72	2/29/2024
1/31/2024	1621	air404 - Air Performance Service of Houston LLC	335.00	2/29/2024
1/31/2024	1623	fre58c - Freepoint Energy Solutions LLC	10,110.92	2/29/2024
1/31/2024	1624	goo427 - Goode Systems & Consulting, Inc.	772.91	2/29/2024
1/31/2024	35201	cit002 - City of Houston	3,751.10	2/29/2024
2/7/2024	1626	alw271 - Always In Season, Inc.	486.24	2/29/2024
2/7/2024	1627	ark118 - Ark of Safety Security Solutions DVLL	13,252.74	2/29/2024
2/7/2024	1628	cit268 - City of Houston	280.20	2/29/2024
2/7/2024	1629	fac509 - Facility Solutions Group, Inc.	5,555.03	2/29/2024
2/7/2024	1630	fir683 - FirePro Tech, LLC	2,040.00	2/29/2024
2/7/2024	1631	spa515 - SPARQ1200 LLC	941.78	2/29/2024
2/7/2024	1632	tel107 - Telmart LP	115.97	2/29/2024
2/7/2024	1633	tex2180 - Texscape Service, LLC	889.58	2/29/2024
2/12/2024	1634	pcr190 - PCR Property Services, LLC	15,666.62	2/29/2024
2/13/2024	1635	and816 - Andrea Moore	133.96	2/29/2024
2/13/2024	1636	hou301 - Houston Building Owners Mgrs Assoc	860.00	2/29/2024
2/13/2024	1637	rea856 - ReadyRefresh	49.94	2/29/2024
2/13/2024	1638	roy801 - Royal Services Company, LLC	300.00	2/29/2024
2/20/2024	1639	pcr190 - PCR Property Services, LLC	81.31	2/29/2024
2/21/2024	1640	env003 - Environmental Coalition Inc	87.06	2/29/2024
2/21/2024	1641	fir683 - FirePro Tech, LLC	195.00	2/29/2024

Midtown Redevelopment OP Acct

3/5/2024

Bank Reconciliation Report

2/29/2024

6441992259

Posted by: tstevens on 3/5/2024

Cleared Checks

Date	Tran #	Notes	Amount	Date Cleared
2/21/2024	1642	rea856 - ReadyRefresh	125.92	2/29/2024
2/21/2024	1643	roy801 - Royal Services Company, LLC	300.00	2/29/2024
2/28/2024	1646	ark118 - Ark of Safety Security Solutions DVLL	3,311.95	2/29/2024
2/29/2024	1647	fre58c - Freepoint Energy Solutions LLC	22,930.64	2/29/2024
Total Cleared Checks			124,048.24	

Cleared Deposits

Date	Tran #	Notes	Amount	Date Cleared
2/2/2024	38		37,380.98	2/29/2024
2/5/2024	37		13,531.98	2/29/2024
2/5/2024	39		6,096.65	2/29/2024
2/26/2024	40		24,051.59	2/29/2024
Total Cleared Deposits			81,061.20	

Cleared Other Items

Date	Tran #	Notes	Amount	Date Cleared
2/5/2024	JE 4393		451.15	2/29/2024
2/29/2024	JE 4392		23,064.60	2/29/2024
Total Cleared Other Items			23,515.75	



Commercial Checking Acct Public Funds

Account number: 6441992259 ■ February 1, 2024 - February 29, 2024 ■ Page 1 of 3

MIDTOWN REDEVELOPMENT AUTHORITY
 PCR PROPERTY SERVICES DBA NAI PARTNERS
 410 PIERCE ST STE 355
 HOUSTON TX 77002-8722

Questions?

Call your Customer Service Officer or Client Services
 1-800-AT WELLS (1-800-289-3557)
 5:00 AM TO 6:00 PM Pacific Time Monday - Friday

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (808)
 Dallas Wholesale
 PO Box 63020
 San Francisco, CA 94163

Account summary

Commercial Checking Acct Public Funds

Account number	Beginning balance	Total credits	Total debits	Ending balance
6441992259	\$175,192.35	\$104,576.95	-\$124,048.24	\$155,721.06

Credits

Deposits

Effective date	Posted date	Amount	Transaction detail
02/08	02/09	133.96	Reversal of Check Posted 2-08-24 Refer to Maker Our Ref: 2-08-24 00000000
02/28	02/29	22,930.64	Reversal of Check Posted 2-28-24 Refer to Maker Our Ref: 2-28-24 00000000
		\$23,064.60	Total deposits

Electronic deposits/bank credits

Effective date	Posted date	Amount	Transaction detail
02/02		37,380.98	Change Happens Corp Pay Rent01 Midtown Redevelopment
02/05		451.15	Midtown Redevelo Avidpay 240205 Ck1536 Ref*Ck*1536*231030*Houston Fire Department Permit
02/05		6,096.65	WT Fed#05671 Federated Services /Org=Old Spanish Trail Almeda Corr Redev Srf# 2024020500060262 Trn#240205182969 Rfb# 000000000
02/05		13,531.98	Change Happens Corp Pay Rent01 Midtown Redevelopment
02/26		24,051.59	Humana Inc. EDI Pymnts 231218 - 1 - 3***13885.68\Dtm*003*20240222\SE*22*000000
		\$81,512.35	Total electronic deposits/bank credits
		\$104,576.95	Total credits



Debits

Electronic debits/bank debits

<i>Effective date</i>	<i>Posted date</i>	<i>Amount</i>	<i>Transaction detail</i>
02/01		3,751.10	City of Houston Water Bill 240131 90001640201 Midtown Redevelopment
02/02		284.17 <	Business to Business ACH Debit - Avidpay Service Avidpay 240202 Ck1619 Ref*Ck*1619*240131*Robert L Hall Inc B P Equipmen
02/02		1,316.69 <	Business to Business ACH Debit - Avidpay Service Avidpay 240202 Ck1618 Ref*Ck*1618*240131*Air Performance Service of Hou
02/02		1,771.72 <	Business to Business ACH Debit - Avidpay Service Avidpay 240202 Ck1620 Ref*Ck*1620*240131*Cleaning Advanced System Inc\1
02/15		49.94 <	Business to Business ACH Debit - Avidpay Service Avidpay 240215 Ck1637 Ref*Ck*1637*240213*Readyrefresh\136344674\8622433
02/15		300.00 <	Business to Business ACH Debit - Avidpay Service Avidpay 240215 Ck1638 Ref*Ck*1638*240213*Royal Services Company LLC\136
02/15		860.00 <	Business to Business ACH Debit - Avidpay Service Avidpay 240215 Ck1636 Ref*Ck*1636*240213*Houston Building Owners Mgrs A
02/22		87.06 <	Business to Business ACH Debit - Avidpay Service Avidpay 240222 Ck1640 Ref*Ck*1640*240221*Environmental Coalition Inc\13
02/22		125.92 <	Business to Business ACH Debit - Avidpay Service Avidpay 240222 Ck1642 Ref*Ck*1642*240221*Readyrefresh\136938600\8680708
02/22		195.00 <	Business to Business ACH Debit - Avidpay Service Avidpay 240222 Ck1641 Ref*Ck*1641*240221*Firepro Tech LLC\136938601\868
02/22		300.00 <	Business to Business ACH Debit - Avidpay Service Avidpay 240222 Ck1643 Ref*Ck*1643*240221*Royal Services Company LLC\136
02/29		3,311.95 <	Business to Business ACH Debit - Avidpay Service Avidpay 240229 Ck1646 Ref*Ck*1646*240228*Ark of Safety Security Solutio
		\$12,353.55	Total electronic debits/bank debits

< Business to Business ACH: If this is a business account, this transaction has a return time frame of one business day from post date. This time frame does not apply to consumer accounts.

Checks paid

<i>Number</i>	<i>Amount</i>	<i>Date</i>	<i>Number</i>	<i>Amount</i>	<i>Date</i>	<i>Number</i>	<i>Amount</i>	<i>Date</i>
1605	133.96	02/08	1624	772.91	02/16	1631	941.78	02/13
1613*	216.78	02/05	1626*	486.24	02/16	1632	115.97	02/12
1615*	19,836.05	02/06	1627	13,252.74	02/12	1633	889.58	02/13
1616	2,843.51	02/06	1628	280.20	02/20	1634	15,666.62	02/12
1617	15,205.45	02/07	1629	5,555.03	02/12	1639*	81.31	02/21
1621*	335.00	02/28	1630	2,040.00	02/13	1644*	22,930.64	02/28
1623*	10,110.92	02/12						
		\$111,694.69				Total checks paid		

* Gap in check sequence.

\$124,048.24 Total debits

Daily ledger balance summary

<i>Date</i>	<i>Balance</i>	<i>Date</i>	<i>Balance</i>	<i>Date</i>	<i>Balance</i>
01/31	175,192.35	02/02	205,449.65	02/06	202,633.09
02/01	171,441.25	02/05	225,312.65	02/07	187,427.64

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Daily ledger balance summary (continued)

<i>Date</i>	<i>Balance</i>	<i>Date</i>	<i>Balance</i>	<i>Date</i>	<i>Balance</i>
02/08	187,293.68	02/15	137,645.06	02/22	135,316.42
02/09	187,427.64	02/16	136,385.91	02/26	159,368.01
02/12	142,726.36	02/20	136,105.71	02/28	136,102.37
02/13	138,855.00	02/21	136,024.40	02/29	155,721.06
Average daily ledger balance		\$162,185.69			

DRAFT

Rent Roll - Lease Charges

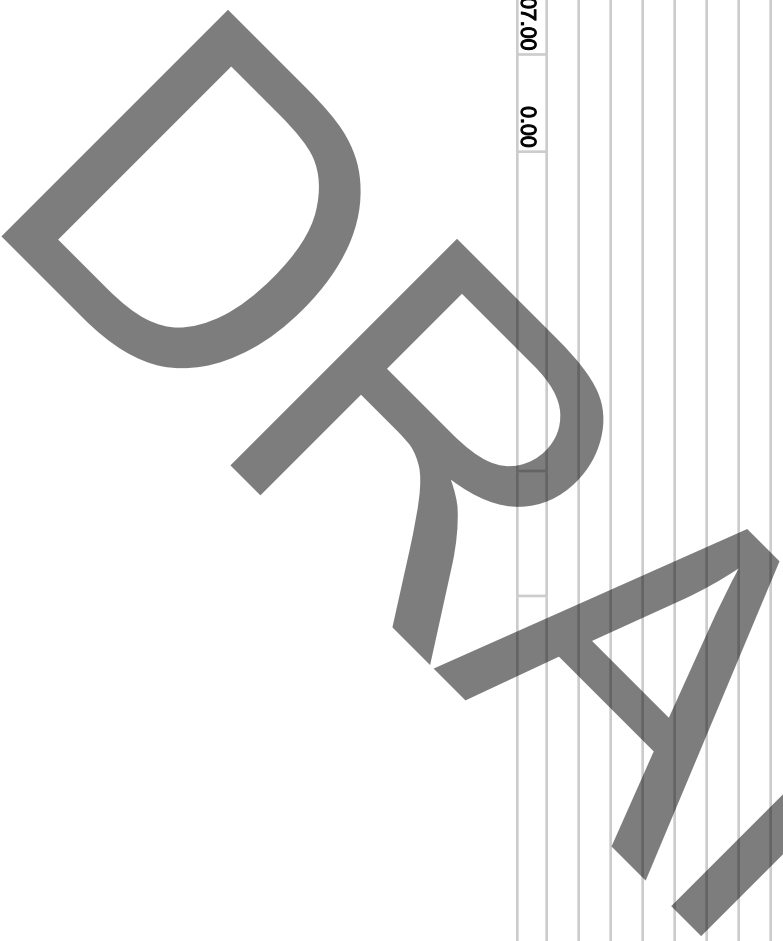
Property: 3130 From Date: 02/29/2024 By Property

Unit(s)	Lease Type	Lease From	Lease To	Security Deposit	Letter of Credit Amount	Amendment Type	Unit(s)	Area Label	Area	Term	Amendment From	Amendment To	Charge Code	Charge From	Charge To	Monthly Amount	Mgmt Fee	Gross Amount	Amt. per Area	Annualized Gross Amount	Amt per Area
3130 - Midtown Redevelopment Authority, Houston																					
	Third Ward Community and Houston Urban League	Office Net	12/01/2023	11/30/2028	0.00	0.00	Original Lease	GLA	0.00	60	12/01/2023	11/30/2028	SDP	12/01/2023	11/30/2028	188.61	0.00	188.61	0.00	2,263.32	0.00
Total																188.61	0.00	188.61		2,263.33	
3130_1_00	Primary Care Cohort 2 Propco, LLC	Office Net	11/06/2021	11/30/2028	0.00	0.00	Original Lease	GLA	9,239.00	85	11/06/2021	11/30/2028	CAMes	01/01/2023	11/30/2028	10,165.91	0.00	10,165.91	1.10	121,990.92	13.20
Total								GLA	9,239.00				RNT	12/01/2023	11/30/2024	13,885.68	0.00	13,885.68	1.50	166,628.16	18.04
Total																24,051.59	0.00	24,051.59		288,619.08	
3130_2_00	CCPPI - Community Room	Office Net	07/01/2023	06/30/2033	0.00	0.00	Original Lease	GLA	1,168.00	120	07/01/2023	06/30/2033				0.00	0.00	0.00	0.00	0.00	0.00
Total																0.00	0.00	0.00		0.00	
3130_2_25	Old Spanish Trail/Almeda Corridor Redevelopment	Office Net	07/01/2023	06/30/2028	2,722.50	0.00	Renewal	GLA	3,630.00	57	10/23/2023	06/30/2028	PRK	10/23/2023	06/30/2028	210.00	0.00	210.00	0.06	2,520.00	0.69
								GLA	3,630.00				RNT	10/23/2023	06/30/2024	2,420.00	0.00	2,420.00	0.67	29,040.00	8.00
								GLA	3,630.00				CAMes	10/23/2023	06/30/2028	3,466.65	0.00	3,466.65	0.96	41,599.80	11.46
Total																6,096.65	0.00	6,096.65		73,159.80	
3130_2_50	Center for Civic & Public Policy Improvement (CCPPI)	Office Net	07/01/2023	06/30/2033	0.00	0.00	Original Lease	GLA	0.00	120	07/01/2023	06/30/2033				0.00	0.00	0.00	0.00	0.00	0.00
Total																0.00	0.00	0.00		0.00	
3130_4_00	Change Happens!	Office Net	06/01/2023	03/31/2034	27,684.50	0.00	Original Lease	GLA	13,028.00	130	06/01/2023	03/31/2034				0.00	0.00	0.00	0.00	0.00	0.00
							Modification	GLA	13,028.00	130	06/01/2023	03/31/2034	PRK	06/01/2023	10/31/2028	-250.00	0.00	-250.00	-0.02	-3,000.00	-0.23
								GLA	13,028.00				PRK	06/01/2023	03/31/2034	450.00	0.00	450.00	0.03	5,400.00	0.41
Total																0.00	0.00	0.00		0.00	

Rent Roll - Lease Charges

Property: 3130 From Date: 02/29/2024 By Property

Unit(s)	Lease	Lease Type	Lease From	Lease To	Security Deposit	Letter of Credit Amount	Amendment Type	Unit(s)	Area Label	Area	Term	Amendment From	Amendment To	Charge Code	Charge From	Charge To	Monthly Amount	Mgmt Fee	Gross Amount	Amt. per Area	Annualized Gross Amount	Amt per Area
3								3130_4	GLA	13,028.00				PRK	06/01/2023	03/31/2033	1,050.00	0.00	1,050.00	0.08	12,600.00	0.97
								3130_4	GLA	13,028.00				CAMes	06/01/2023	03/31/2033	13,331.98	0.00	13,331.98	1.02	159,983.76	12.28
								3130_4	GLA	13,028.00				RNT	06/01/2023	05/31/2024	22,799.00	0.00	22,799.00	1.75	273,588.00	21.00
Total																	37,380.98	0.00	37,380.98		448,571.76	
3130_5	CCPPI - Gamet Coleman	Office Net	10/23/2023	06/30/2033	0.00	0.00	Original Lease	3130_5	GLA	1,428.00	117	10/23/2023	06/30/2033				0.00		0.00	0.00		0.00
Total																	0.00	0.00	0.00		0.00	
Total																	67,717.83	0.00	67,717.83		812,613.97	
Summary by Charge Code			Amount																			
			0.00																			
	CAMest		26,964.54																			
	PRK		1,460.00																			
	RNT		39,104.68																			
	SDP		188.61																			
	Total		67,717.83																			
Grand Total																	67,717.83	0.00	67,717.83		812,613.97	



Aging Detail

DB Caption: 01/03/2023 Property: 3130 Status: Current, Past, Future Age As Of: 02/29/2024 Post To: 02/2024

Property	Customer Lease	Status	Tran#	Charge Code	Date	Month	Current Owed	0-30 Owed	31-60 Owed	61-90 Owed	Over 90 Owed	Pre-payments	Total Owed
Midtown Redevelopment Authority (3130)													
Primary Care Cohort 2 Propco, LLC (00002597)													
3130	Primary Care Cohort 2 Propco, LLC	Current	R-4284	Prepay	08/31/2023	08/2023	0.00	0.00	0.00	0.00	0.00	-51.33	-51.33
3130	Primary Care Cohort 2 Propco, LLC	Current	R-6975	Prepay	02/26/2024	02/2024	0.00	0.00	0.00	0.00	0.00	-24,051.59	-24,051.59
	Primary Care Cohort 2 Propco, LLC						0.00	0.00	0.00	0.00	0.00	-24,102.92	-24,102.92
Third Ward Community and Houston Urban League (00000017)													
3130	Third Ward Community and Houston Urban League	Current	C-4677	SDP	07/01/2023	07/2023	1,140.97	0.00	0.00	0.00	1,140.97	0.00	1,140.97
3130	Third Ward Community and Houston Urban League	Current	C-8587	SDP	12/01/2023	12/2023	192.23	0.00	0.00	192.23	0.00	0.00	192.23
3130	Third Ward Community and Houston Urban League	Current	C-9937	SDP	01/01/2024	01/2024	2,263.33	0.00	2,263.33	0.00	0.00	0.00	2,263.33
	Third Ward Community and Houston Urban League						3,596.53	0.00	2,263.33	192.23	1,140.97	0.00	3,596.53
Third Ward Community Fund Management Corp (00000015)													
3130	Third Ward Community Fund Management Corp	Future	R-833	Prepay	01/18/2023	01/2023	0.00	0.00	0.00	0.00	0.00	-1,131.66	-1,131.66
3130	Third Ward Community Fund Management Corp	Future	R-834	Prepay	01/20/2023	01/2023	0.00	0.00	0.00	0.00	0.00	-1,131.66	-1,131.66
	Third Ward Community Fund Management Corp						0.00	0.00	0.00	0.00	0.00	-2,263.32	-2,263.32
3130							3,596.53	0.00	2,263.33	192.23	1,140.97	-26,366.24	-22,769.71
Grand Total							3,596.53	0.00	2,263.33	192.23	1,140.97	-26,366.24	-22,769.71

Userld : property.temp@partnersrealestate.com Date : 3/14/2024 Time : 11:38 AM

Lease Deposit

Property: Midtown Redevelopment Authority (3130) As of Date:: 02/29/2024 Group By: Property

Lease Name	Lease From	Lease To	Term	Lease Type	Status	Unit(s)	Sqft	Deposit Type	Deposit Required	Deposit Billed	Deposit Received
Midtown Redevelopment Authority (3130)											
Change Happens!	6/1/2023	3/31/2034	130	offnet	Current	3130_400	13028	Security Deposit	0.00	27,684.50	27,684.50
Old Spanish Trail/Alameda Corridor Redevelopment	7/1/2023	6/30/2028	60	offnet	Current	3130_225	3630	Security Deposit	0.00	2,722.50	2,722.50
Third Ward Community and Houston Urban League	12/1/2023	11/30/2028	60	offnet	Current			Security Deposit	2,263.33	3,596.53	0.00
									2,263.33	34,003.53	30,407.00

Statement (12 months)

Period = Mar 2023-Feb 2024

Book = Accrual ; Tree = ysi_is

	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023	Nov 2023	Dec 2023	Jan 2024	Feb 2024	Total
4001 Net Operating Income													
4002 Operating Income													
4003 Rental Income													
4007 Base Rent	13,481.24	13,481.24	13,481.24	36,280.24	38,700.24	38,700.24	38,700.24	38,700.24	38,700.24	39,104.68	39,104.68	39,104.68	387,539.20
4010 Rent Concessions	0.00	0.00	0.00	-22,799.00	-22,799.00	-22,799.00	-22,799.00	-22,799.00	-22,799.00	0.00	0.00	0.00	-136,794.00
4199 Total Rental Income	13,481.24	13,481.24	13,481.24	13,481.24	15,901.24	15,901.24	15,901.24	15,901.24	15,901.24	39,104.68	39,104.68	39,104.68	250,745.20
4205 Expense Recovery													
4207 Prior Year Exp Recovery	0.00	0.00	0.00	0.00	8,995.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,995.75
4208 CAM Recovery	10,165.91	10,165.91	10,165.91	10,165.91	13,632.56	13,632.56	13,632.56	13,632.56	13,632.56	26,964.54	26,964.54	26,964.54	189,720.06
4215 Total Expense Recovery	10,165.91	10,165.91	10,165.91	10,165.91	22,628.31	13,632.56	13,632.56	13,632.56	13,632.56	26,964.54	26,964.54	26,964.54	198,715.81
4499 Other Income													
4542 Parking Income	0.00	0.00	0.00	1,050.00	1,260.00	1,260.00	1,260.00	1,260.00	1,260.00	210.00	2,510.00	1,460.00	11,530.00
4565 Miscellaneous Income	0.00	0.00	0.00	0.00	0.00	1,050.00	11,504.40	0.00	-1,050.00	0.00	0.00	0.00	11,504.40
4996 Total Other Income	0.00	0.00	0.00	1,050.00	1,260.00	2,310.00	12,764.40	1,260.00	210.00	210.00	2,510.00	1,460.00	23,034.40
4997 Total Operating Income	23,647.15	23,647.15	23,647.15	24,697.15	39,789.55	31,843.80	42,298.20	30,793.80	29,743.80	66,279.22	68,579.22	67,529.22	472,495.41
5000 Operating Expenses													
5001 Payroll & Benefits													
5002 Management-Salaries	5,495.00	5,495.00	5,495.00	5,495.00	5,495.00	5,495.00	5,495.00	5,495.00	5,495.00	5,495.00	5,770.00	5,770.00	66,490.00
5011 Bldg. Engineer-Salaries	4,642.00	4,642.00	4,227.87	3,759.05	3,484.98	5,109.33	4,921.80	5,282.43	3,783.80	4,642.00	4,760.86	4,760.83	54,016.95
5025 Payroll Taxes & Benefits	1,082.00	1,082.00	1,113.39	1,066.69	1,039.41	1,082.39	1,043.71	1,079.63	930.35	1,102.45	1,169.76	1,169.76	12,941.54
5070 Uniform Rental/ Purchase	0.00	301.82	0.00	82.25	-82.25	0.00	0.00	0.00	0.00	333.45	0.00	0.00	635.27
5081 Total Payroll & Benefits	11,219.00	11,520.82	10,836.26	10,402.99	9,937.14	11,666.72	11,460.51	11,857.06	10,209.15	11,572.90	11,700.62	11,700.59	134,083.76
5082 General Maintenance Exp.													
5099 Repairs & Maintenance													
5115 Building -Exterior	0.00	0.00	0.00	1,964.33	0.00	409.00	0.00	0.00	0.00	0.00	0.00	0.00	2,373.33
5120 Building -Interior	0.00	0.00	0.00	0.00	1,200.00	208.91	0.00	0.00	-1,560.00	0.00	0.00	0.00	-151.09
5130 Electrical Supplies & R/M	0.00	1,679.80	3,327.08	407.50	0.00	2,150.00	0.00	0.00	0.00	-2,557.50	0.00	5,555.03	10,561.91
5135 Elevators Repairs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,276.10	0.00	0.00	1,276.10
5142 Garage Repairs	0.00	0.00	0.00	9,742.96	605.65	1,332.69	705.00	0.00	0.00	-605.65	4,814.17	0.00	16,594.82
5150 HVAC Supplies & R/M	629.00	1,501.00	1,689.88	904.00	6,621.50	7,348.89	10,173.82	493.00	0.00	2,559.30	0.00	3,269.30	35,186.69
5157 Janitorial Supplies	730.25	180.25	314.93	540.75	546.37	546.37	55.21	1,825.20	1,701.78	747.21	372.78	405.00	7,966.10
5160 Locks Keys & Graphics	0.00	0.00	0.00	0.00	0.00	0.00	15,257.84	313.93	0.00	0.00	0.00	0.00	15,571.77
5165 Maintenance Supplies	0.00	519.85	0.00	45.96	65.00	0.00	0.00	829.73	180.75	540.00	0.00	1,500.00	3,681.29
5166 Small Tools & Equipment	0.00	0.00	244.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	244.00
5167 Metal Refinishing/Cleanin	1,560.00	0.00	0.00	1,560.00	0.00	0.00	1,560.00	0.00	1,560.00	1,560.00	0.00	0.00	7,800.00
5175 Plumbing Supplies/Repairs	0.00	141.30	0.00	21,366.09	-8,436.53	178.87	0.00	7.40	-12,806.56	0.00	0.00	0.00	450.57
5180 Roof Supplies/Repairs	0.00	0.00	0.00	0.00	8,897.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,897.88
5185 Fire & Safety Suppl/Repai	909.30	1,508.70	2,651.99	335.00	560.00	0.00	451.15	451.15	19,030.50	0.00	7,699.98	2,040.00	35,637.97
5188 Irrigation/Landscape Rpris	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,280.00	-1,535.75	0.00	0.00	0.00	1,744.25
5195 Misc. Repairs/Maintenance	0.00	1,479.00	0.00	0.00	0.00	135.00	0.00	781.50	-1,479.00	0.00	0.00	0.00	916.50

Statement (12 months)

Period = Mar 2023-Feb 2024

Book = Accrual ; Tree = ysi_is

	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023	Nov 2023	Dec 2023	Jan 2024	Feb 2024	Total
5298 Total Repairs & Maintenance	3,828.55	7,009.90	8,227.88	36,863.59	10,059.87	12,309.73	28,203.02	7,981.91	5,091.72	3,519.46	12,886.93	12,769.33	148,751.89
5479 Parking Garage													
5491 Garage-Management Fee	5,433.89	2,541.00	50.70	6,428.20	-0.10	1,792.39	3,778.37	11,602.48	-1,600.42	0.00	0.00	0.00	30,026.51
5492 Garage-R&M/Supplies	605.65	605.65	2,946.65	-2,341.00	2,522.63	0.00	0.00	-1,958.67	0.00	0.00	0.00	0.00	2,380.91
5498 Total Parking Garage	6,039.54	3,146.65	2,997.35	4,087.20	2,522.53	1,792.39	3,778.37	9,643.81	-1,600.42	0.00	0.00	0.00	32,407.42
5499 Contract Services													
5500 Access Monitoring Contrac	1,513.59	1,258.43	0.00	0.00	16,791.49	5,317.81	10,005.32	-2,855.00	3,805.00	9,857.75	-464.05	3,805.00	49,035.34
5515 HVAC Contract	1,245.47	1,245.47	755.30	1,470.50	1,470.00	755.30	755.80	755.80	755.80	735.06	0.00	2,303.18	12,247.68
5520 Elevator Contract	1,670.10	1,670.00	1,670.00	19,863.70	0.00	2,700.69	-4,340.00	0.00	0.00	0.00	0.00	531.00	23,765.49
5521 Fire Alarm Monitoring	1,507.96	143.25	150.00	75.00	120.00	1,856.89	0.00	195.00	0.00	0.00	65.00	130.00	4,243.10
5524 Interior Plant Contract	0.00	0.00	0.00	287.50	1,342.04	0.00	1,124.76	861.16	0.00	198.74	486.24	972.48	5,272.92
5526 Janitorial Contract	1,751.00	1,751.00	1,751.00	5,253.00	2,640.80	2,640.80	2,641.00	6,734.70	1,883.16	733.92	1,398.94	1,883.00	31,062.32
5535 Landscape Maintenance	600.00	600.00	600.00	600.00	600.00	644.00	-644.00	1,779.16	1,334.37	1,334.37	889.58	889.58	9,227.06
5536 Landscape -Seasonal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,339.65	0.00	779.88	0.00	0.00	3,119.53
5542 Parking Lot Sweeping Cont	0.00	0.00	0.00	0.00	0.00	500.00	316.00	316.00	316.00	316.00	300.00	600.00	2,664.00
5545 Security/Patrol/Courtesy	18,456.48	9,134.52	17,471.08	12,199.98	23,601.74	13,749.21	16,420.64	21,262.04	13,348.74	-1,039.85	20,174.72	16,564.69	181,343.99
5550 Pest Control Contract	94.24	94.24	94.24	94.24	87.06	87.06	87.06	87.06	87.06	87.06	87.06	87.06	1,073.44
5560 Trash Removal Contract	212.99	212.99	212.99	212.99	212.99	212.99	660.27	417.38	212.99	-212.99	0.00	213.00	2,568.59
5597 Total Contract Services	27,051.83	16,109.90	22,704.61	40,056.91	46,866.12	28,464.75	27,026.85	31,892.95	21,743.12	12,789.94	22,937.49	27,978.99	325,623.46
5598 Total General Maintenance Exp.	36,919.92	26,266.45	33,929.84	81,007.70	59,448.52	42,566.87	59,008.24	49,518.67	25,234.42	16,309.40	35,824.42	40,748.32	506,782.77
5599 General & Administrative													
5600 Advert/Marketing/Promo													
5640 Signage	0.00	0.00	0.00	120.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	941.78	1,061.78
5689 Total Advert/Marketing/Promo	0.00	0.00	0.00	120.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	941.78	1,061.78
5699 Office Expenses													
5730 Office Supplies	415.26	358.84	17.98	181.07	326.97	2,240.98	171.83	0.00	235.88	-50.88	317.76	175.86	4,391.55
5735 Postage & Delivery	0.00	0.00	0.00	0.00	0.00	98.25	91.90	0.00	0.00	0.00	0.00	0.00	190.15
5740 Telephone Expense	0.00	0.00	0.00	0.00	0.00	1,241.05	0.00	247.00	123.50	-7.55	115.95	115.97	1,835.92
5798 Total Office Expenses	415.26	358.84	17.98	181.07	326.97	3,580.28	263.73	247.00	359.38	-58.43	433.71	291.83	6,417.62
5799 Other General & Admin													
5800 Association Fees/Memb Due	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	750.00	110.00	860.00
5815 Computer Expense	35.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	64.92	0.00	99.94
5816 Internet Access/Data Proc	1,626.80	466.00	515.44	1,934.79	2,465.43	2,523.95	-117.91	1,257.78	1,235.29	1,287.63	682.78	1,257.78	15,135.76
5835 Licenses/Fees/Permits	-270.74	0.00	0.00	0.00	0.00	0.00	192.30	250.62	169.43	0.00	0.00	280.20	621.81
5845 Training & Education	199.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	199.17
5850 Travel Expense	0.00	0.00	65.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	44.54	0.00	109.54
5855 Misc. General/Admin	0.00	0.00	0.00	21.90	356.13	0.00	0.00	0.00	0.00	128.52	0.00	81.31	587.86
5860 Uniform	0.00	-219.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-219.57
5898 Total Other General & Admin	1,590.25	246.43	580.44	1,956.69	2,821.56	2,523.95	74.39	1,508.40	1,404.72	1,416.15	1,542.24	1,729.29	17,394.51
5899 Utilities													

Statement (12 months)

Period = Mar 2023-Feb 2024

Book = Accrual ; Tree = ysi_is

	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023	Nov 2023	Dec 2023	Jan 2024	Feb 2024	Total
5900 Electric	6,342.60	6,157.64	6,659.13	13,778.57	700.03	14,009.82	16,042.15	16,105.54	6,799.37	-5,889.08	17,081.78	12,148.86	109,936.41
5925 Water / Sewer	1,438.30	1,431.70	29.49	795.03	3,734.33	1,425.00	1,450.00	100.00	2,212.98	-4,000.00	3,251.63	1,464.48	13,332.94
5926 Water Irrigation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	575.00	0.00	-575.00	2,399.47	-320.46	2,079.01
5998 Total Utilities	7,780.90	7,589.34	6,688.62	14,573.60	4,434.36	15,434.82	17,492.15	16,780.54	9,012.35	-10,464.08	22,732.88	13,292.88	125,348.36
5999 Management Fees													
6000 Management Fees	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	42,000.00
6198 Total Management Fees	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	42,000.00
6240 Total General & Administrative	13,286.41	11,694.61	10,787.04	20,331.36	11,082.89	25,039.05	21,330.27	22,035.94	14,276.45	-5,606.36	28,208.83	19,755.78	192,222.27
6241 Total Operating Expenses	61,425.33	49,481.88	55,553.14	111,742.05	80,468.55	79,272.64	91,799.02	83,411.67	49,720.02	22,275.94	75,733.87	72,204.69	833,088.80
6998 Total Net Operating Income	-37,778.18	-25,834.73	-31,905.99	-87,044.90	-40,679.00	-47,428.84	-49,500.82	-52,617.87	-19,976.22	44,003.28	-7,154.65	-4,675.47	-360,593.39
6999 Non Operating Expenses													
8000 Non-Recoverable Expenses													
8015 NonRec-General & Admin	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,906.00	0.00	3,906.00
8051 NonRec-Repairs & Maint	0.00	0.00	0.00	0.00	13,170.92	0.00	0.00	0.00	0.00	-100.00	0.00	0.00	13,070.92
8099 Total Non-Recoverable Expenses	0.00	0.00	0.00	0.00	13,170.92	0.00	0.00	0.00	0.00	-100.00	3,906.00	0.00	16,976.92
8100 Leasing Costs													
8125 Tenant Improvements	0.00	0.00	0.00	0.00	-1,462.28	-4,249.41	-4,249.41	-4,249.41	-4,249.41	-4,249.41	0.00	0.00	-22,709.33
8199 Total Leasing Costs	0.00	0.00	0.00	0.00	-1,462.28	-4,249.41	-4,249.41	-4,249.41	-4,249.41	-4,249.41	0.00	0.00	-22,709.33
9902 Total Non-Operating Expenses	0.00	0.00	0.00	0.00	11,708.64	-4,249.41	-4,249.41	-4,249.41	-4,249.41	-4,349.41	3,906.00	0.00	-5,732.41
9998 Total Net Income	-37,778.18	-25,834.73	-31,905.99	-87,044.90	-52,387.64	-43,179.43	-45,251.41	-48,368.46	-15,726.81	48,352.69	-11,060.65	-4,675.47	-354,860.98

Receivable Detail

DB Caption: 01/03/2023 Property: 3130 Status: Current, Past, Future Month From: 02/2024 To 02/2024

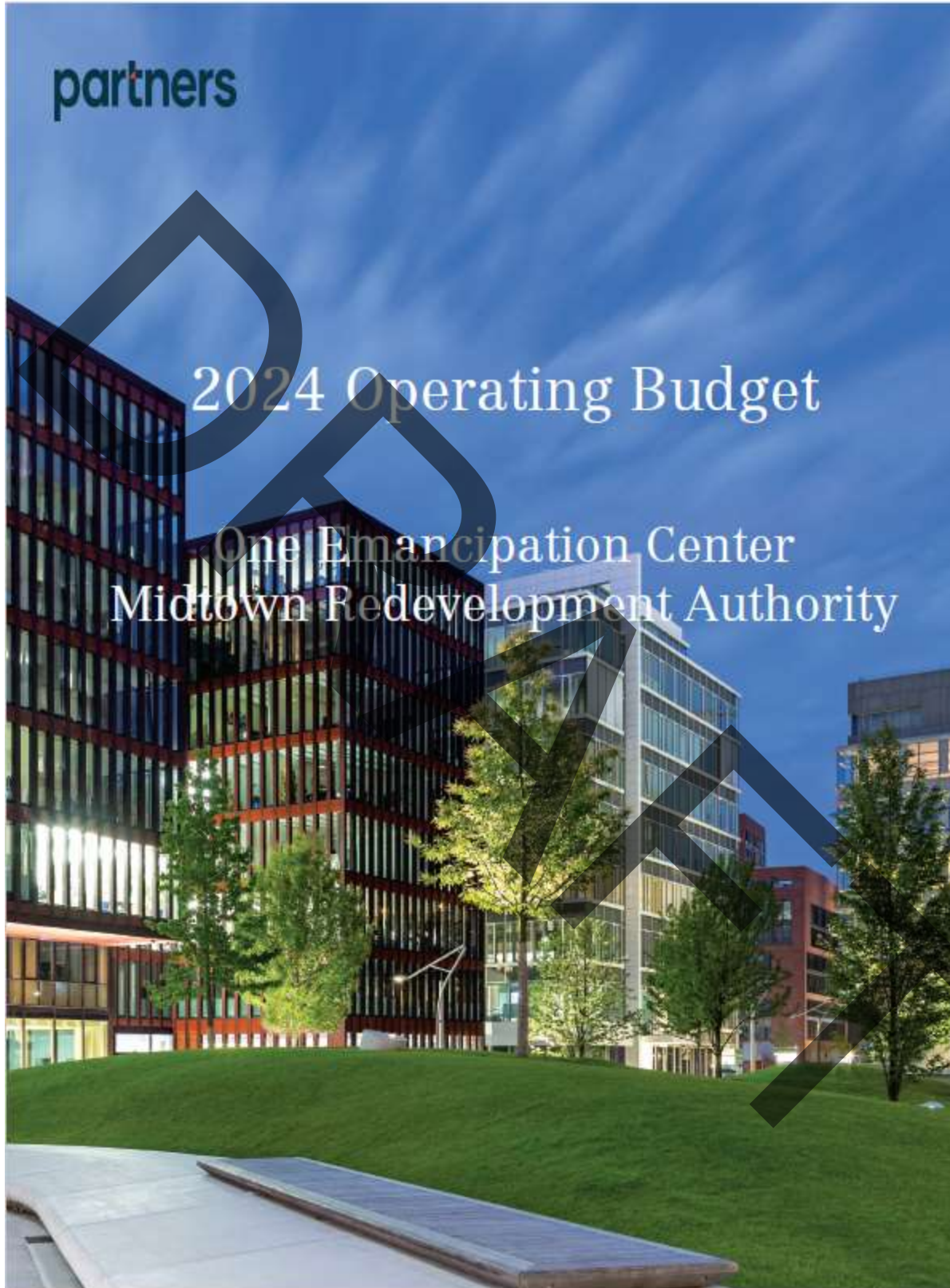
Property	Customer	Tenant	Control #	Transaction Date	Post Month	Charge Code	Charges	Receipts	Balance Notes
Midtown Redevelopment Authority (3130)									
Change Happens! (00002777)									
3130		Change Happens!	C-10240	02/01/2024	02/2024	Balance Forward	0	0	13,531.98 Balance Forward
3130		Change Happens!	C-10240	02/01/2024	02/2024	CAM Estimate (CAMest)	13,331.98	0.00	26,863.96 Common Area Maintenance (02/2024)
3130		Change Happens!	C-10241	02/01/2024	02/2024	Parking (PRK)	1,050.00	0.00	27,913.96 Parking (02/2024)
3130		Change Happens!	C-10242	02/01/2024	02/2024	Parking (PRK)	450.00	0.00	28,363.96 Parking (02/2024)
3130		Change Happens!	C-10243	02/01/2024	02/2024	Parking (PRK)	-250.00	0.00	28,113.96 Parking (02/2024)
3130		Change Happens!	C-10244	02/01/2024	02/2024	Base Rent (RNT)	22,799.00	0.00	50,912.96 Base Rent (02/2024)
3130		Change Happens!	R-6783	02/02/2024	02/2024		0.00	-37,380.98	13,531.98
3130		Change Happens!	R-6782	02/05/2024	02/2024		0.00	-13,531.98	0.00
		Change Happens!					37,380.98	-50,912.96	0.00
Old Spanish Trail/Alameda Corridor Redevelopment (0000019)									
3130		Old Spanish Trail/Alameda Corridor Redevelopment				Balance Forward	0	0	0.00 Balance Forward
3130		Old Spanish Trail/Alameda Corridor Redevelopment	C-10245	02/01/2024	02/2024	CAM Estimate (CAMest)	3,466.65	0.00	3,466.65 Common Area Maintenance (02/2024)
3130		Old Spanish Trail/Alameda Corridor Redevelopment	C-10246	02/01/2024	02/2024	Parking (PRK)	210.00	0.00	3,676.65 Parking (02/2024)
3130		Old Spanish Trail/Alameda Corridor Redevelopment	C-10247	02/01/2024	02/2024	Base Rent (RNT)	2,420.00	0.00	6,096.65 Base Rent (02/2024)
3130		Old Spanish Trail/Alameda Corridor Redevelopment	R-6784	02/05/2024	02/2024		0.00	-6,096.65	0.00
		Old Spanish Trail/Alameda Corridor Redevelopment					6,096.65	-6,096.65	0.00
Primary Care Cohort 2 Propco, LLC (00002597)									
3130		Primary Care Cohort 2 Propco, LLC				Balance Forward	0	0	-24,102.92 Balance Forward
3130		Primary Care Cohort 2 Propco, LLC	R-6785	02/01/2024	02/2024		0.00	0.00	-24,102.92
3130		Primary Care Cohort 2 Propco, LLC	C-10238	02/01/2024	02/2024	CAM Estimate (CAMest)	10,165.91	0.00	-13,937.01 Common Area Maintenance (02/2024)
3130		Primary Care Cohort 2 Propco, LLC	C-10239	02/01/2024	02/2024	Base Rent (RNT)	13,885.68	0.00	-51.33 Base Rent (02/2024)
3130		Primary Care Cohort 2 Propco, LLC	R-6975	02/26/2024	02/2024		0.00	-24,051.59	-24,102.92
		Primary Care Cohort 2 Propco, LLC					24,051.59	-24,051.59	-24,102.92
Third Ward Community and Houston Urban League (0000017)									
3130		Third Ward Community and Houston Urban League				Balance Forward	0	0	3,596.53 Balance Forward
		Third Ward Community and Houston Urban League					0.00	0.00	3,596.53
Third Ward Community Fund Management Corp. (0000015)									

Receivable Detail

DB Caption: 01/03/2023 Property: 3130 Status: Current, Past, Future Month From: 02/2024 To 02/2024

Property	Customer	Tenant	Control #	Transaction Date	Post Month	Charge Code	Charges	Receipts	Balance Notes
3130		Third Ward Community Fund Management Corp				Balance Forward	0	0	-2,263.32 Balance Forward
		Third Ward Community Fund Management Corp					0.00	0.00	-2,263.32
3130							67,529.22	-81,061.20	-22,769.71
Grand Total							67,529.22	-81,061.20	-22,769.71





partners

2024 Operating Budget

One Emancipation Center
Midtown Redevelopment Authority

2024 Operating Budget Table of Contents

1. Executive Summary
2. 2023/2024 Variance Analysis Report

DRAFT



One Emancipation Center 2024 Business Plan Executive Summary

Partners is pleased to present the 2024 Operating Budget to Midtown Redevelopment Authority for 3131 Emancipation. This Budget Narrative will outline the income and expenses associated with managing and leasing the project.

2024 BUSINESS PLAN NARRATIVE

NET OPERATING INCOME (NOI)

2024 Budgeted NOI	\$ 194,648
2023 Reforecast NOI	\$(682,945)
Difference	\$ 488,297

The main reasons for this \$488,297 increase are due to (a) leasing projections and (b) a decrease in operating expenses as outlined in the Executive Summary.

TOTAL INCOME

2024 Budgeted Total Income	\$1,191,705
2023 Reforecast Total Income	(\$ 384,731)
Difference	\$ 806,974

2024 budgeted income is \$1,191,705 or \$20.77 per square foot, and the 2023 reforecast income is \$384,731 or \$6.70 per square foot.

TOTAL RECOVERABLE OPERATING EXPENSES

2024 Budgeted Operating Expenses	\$ 997,057
2023 Reforecast Operating Expenses	\$1,067,677
Difference	(\$ 70,620)

The 2024 budgeted operating expenses are \$997,057 or \$17.38 per square foot, based on an average occupancy of 90%.

The 2023 reforecast operating expenses are \$1,067,677 or \$18.61 per square foot based on an average of occupancy of 55%.

Material Operating Expense increases/(decreases) are as follows:

1. Management and engineer salaries annual increase	\$ 5,093 / \$.09 p.s.f.
2. Exterior Repairs – Repairs to garage barrier arm in 2023	\$ (1,072 / \$.02) p.s.f.
3. Interior Repairs – Lobby floor scrubbing in 2023	\$ (1,509 / \$.03) p.s.f.
4. Electrical Repairs – Multiple repairs discovered once building occupancy increased in 2023	\$ (3,062 / \$.05) p.s.f.
5. Garage Repairs – Mini Split system required in elevator equipment room for the garage elevator in 2023	\$ (5,676 / \$.10) p.s.f.
6. HVAC Repairs – Multiple repairs discovered once building occupancy increased in 2023	\$ (23,518 / \$.41) p.s.f.
7. Janitorial Supplies – Increase in supplies due to leasing projections	\$ 1,237 / \$.02 p.s.f.
8. Locks, Keys & Graphics – Full building rekey required in 2023	\$ (15,372 / \$.27) p.s.f.
9. Maintenance Supplies – Supplies needed due to increased occupancy in 2023	\$ (1,281 / \$.02) p.s.f.
10. Metal Refinishing – Changed to bi-annual elevator door cleaning	\$ (4,680 / \$.08) p.s.f.
11. Plumbing Repairs – Roof drain line repairs	\$ 9,447 / \$.16 p.s.f.
12. Roof Supplies/Repairs – Water line installation in 2023	\$ (8,898 / \$.16) p.s.f.
13. Fire & Safety Supplies/Repairs – Fire tank valve repairs in 2023	\$ (20,482 / \$.36) p.s.f.
14. Window /Glass Repairs – Window repairs not needed in 2023	\$ 4,000 / \$.07 p.s.f.
15. Window Washing – Window washing not performed in 2023	\$ 9,350 / \$.16 p.s.f.
16. Miscellaneous Repairs – Contingency for miscellaneous repairs in 2024	\$ 1,934 / \$.03 p.s.f.
17. Garage Management Fee – Garage management contract eliminated in 2023	\$ (32,427 / \$.57) p.s.f.
18. Garage R&M/Supplies – Garage sweeping expense moved to Contract Services in 2024	\$ (4,416 / \$.08) p.s.f.
19. Access Monitoring Contract – Access system installation fees in 2023	\$ (3,064 / \$.05) p.s.f.
20. HVAC Maintenance Contract – New maintenance contract includes Filter change	\$ 5,453 / \$.10 p.s.f.
21. Elevator Contract – New maintenance agreement to be executed in 2024 resulting in savings	\$ (5,815 / \$.10) p.s.f.
22. Fire Alarm Monitoring – 2024 expense moved to Fire Alarm Contract account	\$ (3,418 / \$.06) p.s.f.
23. Interior Plant Contract – New contract executed in 2023	\$ 686 / \$.01 p.s.f.
24. Janitorial Contract – Increase due to 2024 leasing projections	\$ 10,694 / \$.19 p.s.f.
25. Landscaping Contract – New plant materials installed in 2024	\$ 11,800 / \$.21 p.s.f.
26. Landscape Seasonal – Design changes made to holiday décor package	\$ (620 / \$.01) p.s.f.
27. Parking Lot Sweeping – Garage sweeping expense moved from Garage R&M	\$ 2,028 / \$.04 p.s.f.
28. Security Patrol – Monthly 24/7 guard service	\$ 6,097 / \$.11 p.s.f.
29. Fire Alarm Contract – 2024 expense moved from Fire Alarm Contract account	\$ 3,874 / \$.07 p.s.f.
30. Office Supplies – Management office furniture purchased in 2023	\$ (3,707 / \$.06) p.s.f.
31. Tenant Relations – Tenant Events scheduled in Spring & Fall 2024	\$ 1,897 / \$.03 p.s.f.
32. Management fee – Increase due to leasing projections	\$ 1,139 / \$.02 p.s.f.
33. Insurance – Ownership supplied the number	\$287,124 / \$5.00 p.s.f.

2024 Capital Improvements:

- | | |
|--|-------------------------|
| 1. February – Replace Cla Valve on fire tank | \$13,660 / \$.24 p.s.f. |
| 2. April – Landscape Upgrades | \$ 9,800 / \$.17 p.s.f. |

Total capital improvements - \$23,460.

2024 Tenant Improvements

- | | |
|--------------|-------------------------|
| 1. Suite 300 | \$478,590 / \$70 p.s.f. |
| 2. Suite 350 | \$248,290 / \$70 p.s.f. |
| 3. Suite 375 | \$ 94,640 / \$70 p.s.f. |
| 4. Suite 500 | \$166,880 / \$70 p.s.f. |
| 5. Suite 550 | \$121,240 / \$70 p.s.f. |
| 6. Suite 575 | \$ 89,040 / \$70 p.s.f. |

Total tenant improvements - \$1,198,680.

2024 Leasing Commissions

- | | |
|--------------|----------|
| 1. Suite 300 | \$78,967 |
| 2. Suite 350 | \$20,484 |
| 3. Suite 375 | \$ 7,064 |
| 4. Suite 500 | \$14,423 |
| 5. Suite 550 | \$10,479 |
| 6. Suite 575 | \$ 7,696 |

Total commission on projections - \$139,112.

TENANT RELATIONS PROGRAM

For 2024 the following tenant relations activities are planned:

1. Spring Event
2. Fall Event

Leasing Assumptions

As of December 31, 2023; One Emancipation Center is 55% occupied with the building projected to be 90% occupied by the end of 2024. Below are the new tenant leasing projections for 2024:

New Leasing Projections:

Suite 300, 6,837 s.f.
11/1/2024
120 months
Average Rental Rate - \$21.00
Tenant Finish Allowance - \$70
Commission – 5.5%

Suite 350, 3,547 s.f.
9/1/2024
60 months
Average Rental Rate - \$21.00
Tenant Finish Allowance- \$70
Commission - 5.5%

Suite 375, 1,352 s.f.
10/1/2024
60 months
Average Rental Rate - \$19.00
Tenant Finish Allowance - \$70
Commission – 5.5%

Suite 500, 2,490 s.f.
11/1/2024
60 months
Average Rental Rate - \$22.00
Tenant Finish Allowance - \$70
Commission - 5.5%

Suite 550, 1,756 s.f.
07/1/2024
60 months
Average Rental Rate - \$22.00
Tenant Finish Allowance - \$70
Commission – 5.5%

Suite 575, 1,333 s.f.
9/1/2024
60 months
Average Rental Rate - \$22.00
Tenant Finish Allowance- \$70
Commission - 5.5%

Variance Analysis Report

Description	Midtown Redevelopment Authority Accrual 1/2023 to 12/2023	Midtown Redevelopment Authority Annual Budget 1/2024 to 12/2024	Variance \$ (USD)	Executive Summary Reference
Net Operating Income				
Operating Income				
Rental Income				
Base Rent	336,292	589,946	(253,654)	
Rent Concessions	(136,794)	(23,342)	(113,452)	
Total Rental Income	199,498	566,604	(367,106)	
Expense Recovery				
Prior Year Exp Recovery	8,996	-	8,996	
CAM Recovery	156,123	604,081	(447,958)	
Total Expense Recovery	165,119	604,081	(438,962)	
Other Income				
Parking Income	8,610	21,020	(12,410)	
Miscellaneous Income	11,504	-	11,504	
Total Other Income	20,114	21,020	(906)	
Total Operating Income	384,731	1,191,705	(806,974)	
Operating Expenses				
Payroll & Benefits				
Management-Salaries	65,940	69,240	3,300	1
Bldg. Engineer-Salaries	53,779	55,572	1,793	1
Payroll Taxes & Benefits	12,766	13,632	866	
Uniform Rental/ Purchase	635	375	(260)	
Total Payroll & Benefits	133,121	138,819	5,698	
General Maintenance Exp.				
Repairs & Maintenance				
Building -Exterior	2,272	1,200	(1,072)	2
Building -Interior	1,909	400	(1,509)	3
Electrical Supplies & R/M	5,247	2,185	(3,062)	4
Elevators Repairs	1,786	1,950	164	
Garage Repairs	11,781	6,105	(5,676)	5
HVAC Supplies & R/M	33,418	9,900	(23,518)	6
Janitorial Supplies	7,549	8,786	1,237	7
Locks Keys & Graphics	15,572	200	(15,372)	8
Maintenance Supplies	2,181	900	(1,281)	9
Small Tools & Equipment	244	-	(244)	
Metal Refinishing/Cleanin	7,800	3,120	(4,680)	10
Plumbing Supplies/Repairs	451	1,200	9,447	11
Roof Supplies/Repairs	8,898	-	(8,898)	12
Fire & Safety Suppl/Repai	26,082	5,600	(20,482)	13
Irrigation/Landscape Rprs	1,744	2,000	256	
Window / Glass Repair	-	4,000	4,000	14
Window Washing	-	9,350	9,350	15
Misc. Repairs/Maintenance	1,267	3,200	1,934	16
Total Repairs & Maintenance	128,200	60,096	(59,406)	

Parking Garage				
Garage-Management Fee	32,427	-	(32,427)	17
Garage-R&M/Supplies	4,416	-	(4,416)	18
Total Parking Garage	36,842	-	(36,842)	
Contract Services				
Access Monitoring Contract	48,724	45,660	(3,064)	19
HVAC Contract	12,435	17,888	5,453	20
Elevator Contract	26,575	20,760	(5,815)	21
Fire Alarm Monitoring	4,198	780	(3,418)	22
Interior Plant Contract	3,814	4,500	686	23
Janitorial Contract	31,282	41,976	10,694	24
Landscape Maintenance	8,648	10,680	2,032	25
Landscape -Seasonal	3,120	2,500	(620)	26
Parking Lot Sweeping Cont	1,764	3,792	2,028	27
Security/Patrol/Courtesy	166,331	172,428	6,097	28
Pest Control Contract	1,073	1,056	(17)	
Trash Removal Contract	2,799	2,956	157	
Fire Alarm Contract	-	3,874	3,874	29
Total Contract Services	310,764	328,846	18,086	
Total General Maintenance Exp.	475,807	388,942	(86,865)	
General & Administrative				
Advert/Marketing/Promo				
Signage	120	400	280	
Total Advert/Marketing/Promo	120	400	280	
Office Expenses				
Office Supplies	4,907	1,200	(3,707)	30
Postage & Delivery	190	300	110	
Telephone Expense	1,604	1,488	(116)	
Total Office Expenses	6,702	2,988	(3,714)	
Other General & Admin				
Association Fees/Memb Due	-	750	750	
Computer Expense	35	400	365	
Internet Access/Data Proc	15,786	15,672	(114)	
Tenant Relations	103	2,000	1,897	31
Licenses/Fees/Permits	612	830	218	
Training & Education	799	1,200	401	
Travel Expense	65	300	235	
Misc. General/Admin	507	600	93	
Total Other General & Admin	17,907	21,752	3,845	
Utilities				
Electric	93,959	95,163	1,204	
Water / Sewer	10,938	13,730	2,792	
Water Irrigation	-	5,000	5,000	
Total Utilities	104,897	113,893	8,996	
Management Fees				
Management Fees	42,000	43,139	-	32
Total Management Fees	42,000	43,139	-	
Total General & Administrative	171,625	182,172	10,547	
Property Insurance				
Proprety Insurance	287,124	287,124	-	33
Total Property Insurance	287,124	287,124	-	

Total Operating Expenses	1,067,677	997,057	(70,620)
Total Net Operating Income	(682,945)	194,648	(488,297)
Non Operating Expenses			
Non-Recoverable Expenses			
NonRec-Repairs & Maint	13,171	-	(13,171)
Total Non-Recoverable Expenses	13,171	-	(13,171)
Leasing Costs			
Tenant Improvements	(22,709)	-	(22,709)
Total Leasing Costs	(22,709)	-	(22,709)
Total Non-Operating Expenses	(9,538)	-	(9,538)
Total Net Income	(692,484)	194,648	(497,836)
ADJUSTMENTS			
Fixed Assets			
Building			
Accum Depr-Bldg Sec 754	(4,775)	-	(4,775)
Total Building	(4,775)	-	(4,775)
Building Improvements			
Building Improvements	(45,063)	(23,460)	(21,603)
Total Building Improvements	(45,063)	(23,460)	(21,603)
Tenant Improvements			
Tenant Improvements	-	(1,198,680)	(1,198,680)
Total Tenant Improvements	-	(1,198,680)	(1,198,680)
Total Fixed Assets	(49,838)	(1,222,140)	(1,271,978)
Intangible Assets			
Cap-Lease Commissions	-	(139,111)	(139,111)
Total Intangible Assets	-	(139,111)	(139,111)
Total Assets	(99,676)	(1,361,251)	(1,460,927)
CASH FLOW	(792,159)	(1,166,603)	(1,958,762)

DRAFT

partners



midtown
H O U S T O N

L N DEVELOPMENT

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

I, the undersigned officer of the Board of Directors of Midtown Redevelopment Authority (the “Board”) do hereby certify as follows:

1. The Board convened in regular session on the 28th day of March, 2024, at the regular meeting place thereof, and the roll was called of the duly constituted officers and members of said Board, to-wit:

- | | | |
|---|-------------------|------------------------------|
| 1 | Camille Foster | Director/Assistant Secretary |
| 2 | Terence Fontaine | Director |
| 3 | Michael Lewis | Director |
| 4 | Michael T. Murphy | Director |
| 5 | Al Odom | Director/Chair |
| 6 | Abe S. Goren | Director/Vice Chair |
| 7 | Deanea LeFlore | Director |
| 8 | John Thomas | Director |
| 9 | Zoe Middleton | Director |

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION AUTHORIZING THE MIDTOWN REDEVELOPMENT AUTHORITY (THE “AUTHORITY”) OR ITS AGENT TO ENTER INTO A DEVELOPMENT AND PURCHASE AGREEMENT WITH LIN DEVELOPMENT GROUP, LLC; PROVIDING FOR THE CONVEYANCE AND DEVELOPMENT OF CERTAIN PROPERTY IN ACCORDANCE WITH THE TERMS OF SUCH AGREEMENT; AND AUTHORIZING THE AUTHORITY OR ITS AGENT TO TAKE ALL NECESSARY ACTIONS REGARDING SAME

was introduced for the consideration of the Board. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the Resolution, prevailed and carried unanimously.

2. That a true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the Board's minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Vernon's Texas Codes Annotated, Chapter 551, Government Code.

SIGNED this _____, 2024.

Assistant-Secretary, Midtown Redevelopment
Authority

RESOLUTION AUTHORIZING THE MIDTOWN REDEVELOPMENT AUTHORITY (THE “AUTHORITY”) OR ITS AGENT TO ENTER INTO A DEVELOPMENT AND PURCHASE AGREEMENT WITH LIN DEVELOPMENT GROUP, LLC; PROVIDING FOR THE CONVEYANCE AND DEVELOPMENT OF CERTAIN PROPERTY IN ACCORDANCE WITH THE TERMS OF SUCH AGREEMENT; AND AUTHORIZING THE AUTHORITY OR ITS AGENT TO TAKE ALL NECESSARY ACTIONS REGARDING SAME

WHEREAS, by Ordinance No. 94-1345, adopted on December 14, 1994, the City of Houston (the “City”) created Reinvestment Zone Number Two, City of Houston, Texas (the “Midtown Zone”) pursuant to Chapter 311, Texas Tax Code (the “Act”), and approved a preliminary project plan for the Midtown Zone and a preliminary reinvestment zone financing plan for the Midtown Zone; and

WHEREAS, by Resolution No. 95-96, adopted on June 28, 1995, the City authorized the creation of the Midtown Redevelopment Authority (the “Authority”) to aid, assist and act on behalf of the City in the performance of the City’s governmental and proprietary functions with respect to the common good and general welfare of Midtown and neighboring areas as described in Ordinance No. 94-1345; and

WHEREAS, the City, the Midtown Zone and the Authority have entered into that certain amended and restated Agreement dated June 7, 2000, and approved as Ordinance No. 2000-494 (the “Tri-Party Agreement”), pursuant to which the City delegated to the Authority the power and authority to administer the Midtown Zone including, but not limited to, the power to engage in activities relating to the acquisition and development of land, construction and improvement of infrastructure in the Midtown Zone, and provide affordable housing, in accordance with, and subject to the limitations set forth in, the Tri-Party Agreement and Project and Financing Plan; and

WHEREAS, the Authority’s Board of Directors (the “Board”) has determined that it is in the best interest of the Midtown Zone and the Authority to acquire tracts of land in certain nearby historic neighborhoods to be developed as affordable housing and to commit certain available tax increment or bond proceeds received for this purpose; and

WHEREAS, the Authority has previously acquired certain parcels of land in the Southeast area of the City for such purpose, and now desires to enter into a development and purchase agreement (the “Development and Purchase Agreement”), between and among the Authority, the Zone and Lin Development Group, LLC (the “Developer”), substantially in the form attached hereto as **Exhibit A**, in order to convey certain of such parcels of land to the Developer to be developed as affordable housing; and

WHEREAS, pursuant to the Development and Purchase Agreement, the Authority will sell and convey to the Developer certain tracts of vacant land in the Southeast area of the City, as described in Exhibit D to the attached Development and Purchase Agreement (herein, the “Property”), at a consideration that is less than the fair market value of such land, in order to provide decent, safe, sanitary and affordable housing for low and moderate income persons; and

WHEREAS, the Authority believes it is in the best interest of the Authority to enter into the Development and Purchase Agreement and to convey the Property to the Developer for the purposes described herein and in the Development and Purchase Agreement, and the Board desires hereby to approve the Development and Purchase Agreement and such actions.

NOW THEREFORE, BE IT RESOLVED BY the Board of Directors of the Midtown Redevelopment Authority:

1. That the Board adopts the findings and recitations set out in the preamble to this Resolution and finds them to be true and correct.
2. That the Board hereby approves the form, terms and provisions of the Development and Purchase Agreement attached hereto as Exhibit A, including the terms and provisions of the forms of Unimproved Property Contract and Special Warranty Deed attached to the Development and Purchase Agreement as Exhibits B and C, respectively, and hereby authorizes the execution by the officers of the Board, and the Executive Director or his agent with delegated authority, of the Development and Purchase Agreement, the Unimproved Property Contract to be entered into by the Authority pursuant to the Development and Purchase Agreement, and the Special Warranty Deed, and authorizes and approves the conveyance of the Property for a consideration of \$1.50 per square foot, which is less than the fair market value of such Property.
3. That the Board hereby further authorizes the officers of the Board, the Executive Director, and Authority staff and consultants to take the steps necessary to execute and carry out the terms of the Development and Purchase Agreement, including the payment of any associated costs and legal fees, and to execute any certificates, receipts, affidavits, notices and necessary related agreements pertaining to the Development and Purchase Agreement and the conveyance described therein.

PASSED AND APPROVED this 28th day of March, 2024.

Al Odom
Chair, Midtown Redevelopment Authority

ATTEST:

Camille Foster
Assistant-Secretary, Midtown Redevelopment Authority

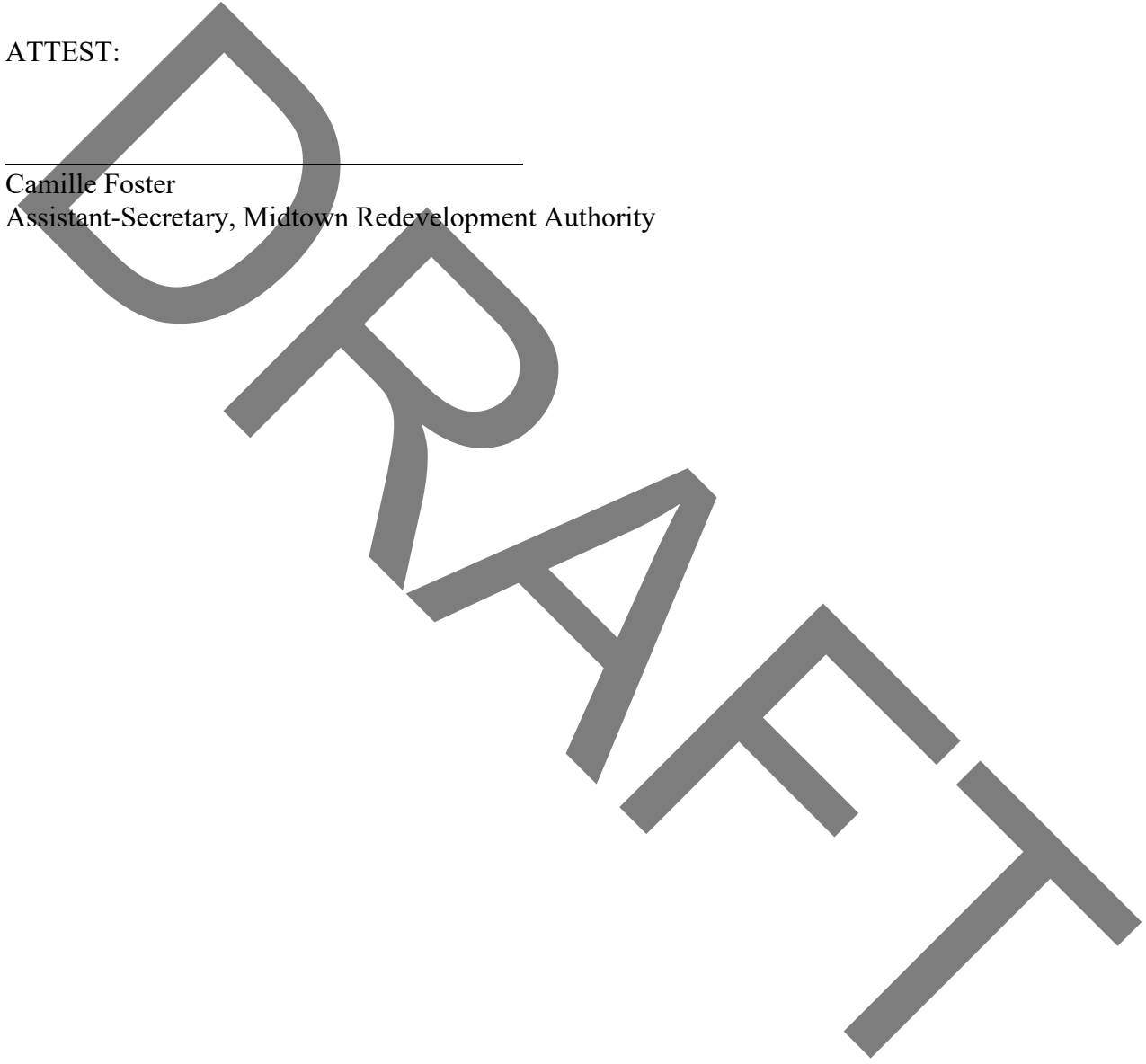


EXHIBIT A

Development and Purchase Agreement

(See Attached)

DRAFT

DEVELOPMENT AND PURCHASE AGREEMENT

By and Among

MIDTOWN REDEVELOPMENT AUTHORITY

and

REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS

and

LIN DEVELOPMENT GROUP, LLC

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DEVELOPMENT AND PURCHASE AGREEMENT

This Development and Purchase Agreement (the “Agreement”), dated as of _____, 2024 (the “Effective Date”), is made by and among REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS (the “Zone”), a tax increment reinvestment zone created by the City of Houston, Texas in accordance with Chapter 311, Texas Tax Code, MIDTOWN REDEVELOPMENT AUTHORITY (the “Authority” or “Authority”), a public not for profit local government corporation created and organized under the provisions of Chapter 431, Texas Transportation Code, and LIN DEVELOPMENT GROUP, LLC (the “Developer”), a Texas limited liability company (each a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, by Ordinance No. 94-1345, the City Council of the City of Houston, Texas (the “City”) created the Zone in the City pursuant to Chapter 311, Texas Tax Code, as amended (the “Act”), approved a preliminary project plan and preliminary financing plan, and appointed its Board of Directors (the “Zone Board”); and

WHEREAS, by Resolution No. 95-96, the City authorized the creation of the Authority to aid, assist and act on behalf of the City in the performance of the City’s governmental and proprietary functions with respect to the common good and general welfare of the Zone and neighboring areas; and

WHEREAS, the City, the Zone and the Authority have entered into that certain Amended Agreement dated June 7, 2000, and approved pursuant to Ordinance No. 2000-0494 (as amended, the “Midtown Agreement”), pursuant to which the City delegated to the Authority the power to administer the Zone including, but not limited to, the power to use certain tax increment revenues dedicated to providing affordable housing pursuant to Section III(H) thereof; and

WHEREAS, Section 311.011(f) of the Act provides that the Zone’s project plan must provide that at least one-third of the tax increment of the Zone (the “Affordable Housing Tax Increment(s)”) be used to provide affordable housing during the term of the Zone, and pursuant to Section III(H) of the Midtown Agreement shall be expended in a manner consistent with the City’s then current affordable housing policy; and

WHEREAS, the Authority has assembled land for Affordable Housing; and

WHEREAS, the Authority seeks to facilitate the development of such land for Affordable Housing, by entering into this Agreement with Developer as part of a pilot project, and model for future projects, designed to expand the supply of safe, sanitary and affordable housing for low income persons within the City; and

WHEREAS, to stimulate the development of affordable housing, the Developer has requested that the Authority sell certain tracts of vacant land located within the City at a consideration that is less than the fair market value of such tracts of land in order to provide safe, sanitary and affordable housing for low income persons; and

WHEREAS, the Board of Directors of the Authority (“Authority Board”) has determined that the Project (as defined herein) is consistent with the City’s current affordable housing policy; and

WHEREAS, the Authority and the Developer desire to enter into this Development and Purchase Agreement to sell certain tracts of vacant land previously acquired through the use of Affordable Housing Tax Increment to be used by the Developer for the purposes described herein and subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and benefits to the City, the Zone, the Authority and the Developer, it is hereby agreed as follows:

ARTICLE I DEFINITIONS

Section 1.01. Defined Terms. Unless a particular word or phrase is otherwise defined or the context otherwise requires, capitalized terms used in this Agreement have the meanings provided in the preamble and Recitals hereto and as provided in this Section:

“**Affordable Housing**” is defined in the Deed.

“**Authority Developer**” means a Person who is party to a development agreement with the Authority.

“**Authority’s Representative**” means the Executive Director or any agent designated in writing by the Executive Director.

“**Completion Date**” shall be as defined in Section 3.03.

“**Conflict of Interest**” means any known instance in which (i) Developer, or an officer, director or employee of Developer, has a familial or business relationship with the Authority, or an Authority Developer, or their respective boards of directors, officers, managers, employees, agents or consultants, or a Qualified Homebuyer, or (ii) a member of the Zone Board or the Authority Board or an employee of the Authority may receive a pecuniary benefit meeting the definition of a conflict of interest under the Authority’s conflict of interest policy.

“**Deed**” means any one of up to three (3) special warranty deeds executed by the Authority conveying the Property to the Developer with the restrictive covenants contained thereon, and which shall be substantially in the form attached as Exhibit C of this Agreement.

“**Executive Director**” shall mean the person serving as the Executive Director of the Authority or any agent designated in writing by the Executive Director.

“**Homebuyer Eligibility Requirements**” means the Homebuyer Eligibility Requirements attached as Exhibit E of this Agreement, as such requirements may be amended, modified or supplemented by the Authority from time to time.

“**Person**” means an individual, corporation, organization, government or governmental subdivision or agency, business trust, estate, trust, partnership, association, and any other legal entity.

“**Project**” means the development of single-family affordable housing on the Property by the Developer.

“**Project Specifications**” shall be as defined in Section 3.01.

“**Property**” means the parcels of real property identified and described in **Exhibit D**, which have been previously acquired by the Authority and are eligible to be sold to the Developer hereunder.

“**Qualified Homebuyer(s)**” means those purchasers that meet (i) the Homebuyer Eligibility Requirements and (ii) such other requirements, as more particularly defined in the Deed, to purchase the single-family residences to be developed under this Agreement.

“**Reconveyance Right**” is defined in the Deed.

“**Single Family Residential Use**” means a detached structure designed for use as a dwelling unit for one and only one family, but expressly excluding manufactured homes and mobile homes.

“**Term**” shall be as defined in Section 8.14.

Section 1.02. Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definition of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

ARTICLE II GENERAL REPRESENTATIONS

Section 2.01. Representations of the Zone. The Zone hereby represents to the Developer that as of the date hereof:

(a) The Zone is duly authorized, created and existing in good standing under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

(b) The Zone has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, will not violate any applicable judgment, order, law or regulation, and (ii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Zone under any agreement or instrument to which the Zone is a party or by which the Zone or its assets may be bound or affected.

(c) This Agreement has been duly authorized, executed and delivered by the Zone and, constitutes a legal, valid and binding obligation of the Zone, enforceable in accordance with its terms.

(d) The execution, delivery and performance of this Agreement by the Zone does not require the consent or approval of any person which has not been obtained.

Section 2.02. Representations of the Authority. The Authority hereby represents to the Developer that as of the date hereof:

(a) The Authority is duly authorized, created and existing in good standing under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

(b) The Authority has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, will not violate any applicable judgment, order, law or regulation, and (ii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Authority under any agreement or instrument to which the Authority is a party or by which the Authority or its assets may be bound or affected.

(c) This Agreement has been duly authorized, executed and delivered by the Authority and, constitutes a legal, valid and binding obligation of the Authority, enforceable in accordance with its terms.

(d) The execution, delivery and performance of this Agreement by the Authority does not require the consent or approval of any person which has not been obtained.

Section 2.03. Representations of the Developer. The Developer hereby represents to the Authority and Zone that as of the date hereof:

(a) The Developer is duly authorized, created and existing in good standing under the laws of the State of Texas, is duly qualified to do business in the State or wherever necessary to carry on the operations contemplated by this Agreement.

(b) The Developer has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement and the Deed, and the Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

(c) The Developer has obtained or will obtain all necessary permits and approvals from the City and all other governmental officials and agencies having jurisdiction and will provide supervision of all phases of construction of the Project.

(d) The Developer intends to use the Property in a manner consistent with Affordable Housing requirements.

(e) The Developer shall complete the Project and shall pay all costs and expenses associated with the Project. The Developer has sufficient capital to perform its obligations under this Agreement or will have sufficient capital to perform its obligations under this Agreement at the time it needs such capital.

ARTICLE III THE PROJECT

Section 3.01. General Purpose.

(a) The Authority has entered into this Agreement relating to the Project in reliance upon the representations, warranties, covenants and agreements of the Developer contained herein, and in reliance upon the representations, warranties, covenants and agreements to be contained in the documents and instruments to be delivered at the completion of the Project and upon the performance by the Developer of its obligations hereunder, as of the date hereof and the date of completion.

(b) The Project shall consist of the design, construction, assembly, installation and implementation of no fewer than three (3) affordable single-family residences, consistent with the approved specifications (the "Project Specifications").

(c) Developer shall prepare or cause to be prepared Project Specifications and submit them for approval to the Authority's Representative. The Authority's Representative shall promptly approve, reject, or make comments or queries to the Project Specifications. The Project Specifications approved by the Authority's Representative shall be the Project Specifications and shall be attached to this Agreement as **Exhibit A** and incorporated as if fully set forth herein.

(d) Developer covenants and agrees that:

(i) the Project shall be completed in substantial compliance with the Project Specifications, as modified from time to time in accordance with Section 3.02 herein;

(ii) the Property shall be used solely to construct three (3) affordable single-family residences;

(iii) all single-family residences developed on the Property shall qualify as Affordable Housing at all times for a term of not less than (1) the Term of this Agreement or (2) the Affordability Period, as defined in the Deed;

(iv) Developer shall provide the Authority with sufficient financial and other information, as determined and requested by the Executive Director, regarding the Project;

(v) upon completion of construction of the single-family residences contemplated hereunder, the Developer shall cause each such single-family residence to be sold to Qualified Homebuyers for not more than \$218,500, or such other amount as the Executive Director may designate in writing; and

(vi) Developer shall sell each such single family residence constructed on the Property only to a Qualified Homebuyer who meets the Homebuyer Eligibility Requirements, unless the Authority Board approves a waiver of such Homebuyer Eligibility Requirements for such transaction, as provided herein, and use customary documentation, in form and substance acceptable to the Authority, to evidence each such transaction, including but not limited to a Deferred Payment Forgivable Promissory Note and Subordinate Lien Deed of Trust for the benefit of the Authority, to secure the performance of the Qualified Homebuyer's obligations with respect to such single family residence.

(e) Certain terms and conditions of this Section 3.01 shall be deemed "covenants running with the land" and shall bind Developer as the owner of the Property, and its successors and assigns as the owner or owner(s) of all or any portion of the Property, as further described in Section 4.01 herein and the Deed.

Section 3.02. Modification of the Project. The Project and Project Specifications may be altered or amended by the Developer upon written notice to the Authority and subsequent approval by the Executive Director of the proposed alterations or amendments; provided, however, that such proposed alterations or amendments shall be consistent with the then current City policy for affordable housing, and approved in writing by the Authority. Any such alterations or amendments shall be incorporated herein and, in the case of Project Specifications, substituted and attached hereto as **Exhibit A.**

Section 3.03. Completion of Project. The Project shall reach completion no later than the date that is 240 days from the date of acquisition of the Property (the "Completion Date") all subject to force majeure. Upon written request by the Developer, the Executive Director, in his sole discretion, may extend the Completion Date for an additional period up to 120 days. To be effective, any such extension must be in writing and signed by the Executive Director. The Project will not be deemed complete until the Authority has received all necessary documentation from the Developer as described herein, and the Executive Director provides written confirmation that the Authority deems the Project completed.

ARTICLE IV CONVEYANCE, FINANCING AND FUNDING

Section 4.01. Conveyance of the Property. The Authority agrees to sell the Property to Developer for \$1.50 per square foot which is less than the fair market value of such Property, in order to facilitate the provision of decent, safe, sanitary and affordable housing for low income persons. The Authority agrees to execute and record a deed, substantially similar to the Deed, in the Official Public Records of Real Property of Harris County, Texas, subject to the terms and conditions set forth in an Unimproved Property Contract to be entered into by the Developer and the Authority substantially in the form attached hereto as **Exhibit B.** The Parties agree that the Executive Director shall have the sole right to determine when to enter into an Unimproved Property Contract with Developer for the Property to be conveyed hereunder.

Section 4.02. Funding for the Project. The Parties agree that Developer shall be solely responsible for securing all funding and financing necessary to purchase the Property and complete construction of the Project in accordance with the terms of this Agreement. The Authority shall have no obligation to provide any funds for any purpose in connection with the design and construction of the Project.

ARTICLE V COVENANTS OF THE DEVELOPER REGARDING THE PROJECT

Section 5.01. Conflict of Interest. The Developer has disclosed all Conflicts of Interest. The Authority reserves the right to deny the sale of the Property to Developer due to a potential or existing Conflict of Interest disclosed at the execution of this Agreement or at any time throughout the Term of this Agreement.

Section 5.02. Additional Covenants of Developer. The Developer covenants to the Authority that:

- (a) the Developer shall provide the Authority with all reports reasonably requested by the Authority;
- (b) any marketing, public awareness campaigns or signage related to the Project shall recognize the Authority's contributions in a prominent manner and, in the case of written materials, the Authority's name shall be in text no smaller than one-half (1/2) of the size of the Developer's name and of an equal size as that if any other Project participants being recognized;
- (c) any expenses related to the Project shall be recorded and physically maintained separately and distinctly from the expenses related to the general operations of the Developer;
- (d) the Project shall be completed and the Developer shall pay all costs associated with the Project; and
- (e) the Property shall at all times be maintained in a safe and sanitary condition. The covenant to maintain the Property includes the removal of debris, trash, illegal occupiers or squatters, and unsightly landscaping conditions.

ARTICLE VI DEFAULT

Section 6.01. Events of Default. Each of the following shall constitute an event of default by the Developer under this Agreement, if such events are not cured to the satisfaction of the Authority within 30 days of the event occurring:

- (a) Developer fails to purchase the Property as provided for in this Agreement within 120 days of the Effective Date, unless such time period is extended by the Executive Director;
- (b) Developer fails to complete construction of any one or more of the three (3) single-family residences within the requirements of Section 3.03;

(c) Developer fails to complete the Project in substantial compliance with the Project Specifications and any such deviation, alteration or amendment has not received written approval by the Authority pursuant to Section 3.02.

(d) Developer is in default under any other agreement related to the Project, as default is defined in such agreement, and the Developer has not notified the Authority of the default within ten days of the default occurring;

(e) Developer fails to comply with the covenants relating to Single Family Residential Use and Affordable Housing further detailed in Section 3.01 and in the Deed.

(f) Developer fails to comply with the covenants detailed throughout this Agreement.

(g) Developer becomes insolvent, is dissolved, or a voluntary or involuntary action in bankruptcy is filed by or against the Developer.

Section 6.02. Remedies Upon Event of Default.

(a) Upon the occurrence of an Event of Default by the Authority and if such default remains uncured for a period of 30 days after the first occurrence of the Event of Default, in addition to the other rights given to the Developer under this Agreement, the Developer may terminate this Agreement or enforce specific performance.

(b) Upon the occurrence of an Event of Default by the Developer and if such default remains uncured for a period of 30 days after the first occurrence of the Event of Default, in addition to the other rights given the Authority under this Agreement, the Authority may exercise the Reconveyance Right created in the Deed and incorporated therein or the Authority may enforce specific performance of this Agreement, seek actual damages incurred for any such default, terminate this Agreement, and/or enforce any other remedies under the Deed. If the Authority elects to exercise its right to terminate this Agreement upon the occurrence of an Event of Default, it shall have no further obligation after the date of such termination to sell and convey any Property to the Developer.

**ARTICLE VII
INDEMNIFICATION AND RELEASE**

Section 7.01. Indemnification and Release.

(a) **TO THE FULLEST EXTENT PERMITTED BY LAW, DEVELOPER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE AUTHORITY, THE CITY, THE ZONE, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AND REPRESENTATIVES (COLLECTIVELY, THE “INDEMNIFIED PARTIES”) FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, DEMANDS, CLAIMS, SUITS, CAUSES OF ACTION, LIABILITIES, COSTS, FINES, SETTLEMENTS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, EXPERT FEES, INTEREST, EXPENSES AND ATTORNEY’S FEES) (COLLECTIVELY**

“LOSSES”), WHETHER ARISING IN EQUITY, AT COMMON LAW, OR BY STATUTE, INCLUDING WITHOUT LIMITATION (I) THE TEXAS DECEPTIVE TRADE PRACTICES ACT OR SIMILAR STATUTES OF OTHER JURISDICTIONS, (II) THE LAW OF CONTRACTS, (III) THE LAW OF TORTS (INCLUDING WITHOUT LIMITATION NEGLIGENCE AND STRICT LIABILITY WITHOUT REGARD TO FAULT) OR (IV) THE LAW OF PROPERTY, OF EVERY KIND OR CHARACTER (INCLUDING WITHOUT LIMITATION, LOSSES FOR PERSONAL INJURY (INCLUDING WITHOUT LIMITATION EMOTIONAL DISTRESS), REAL OR PERSONAL PROPERTY DAMAGE (INCLUDING WITHOUT LIMITATION CITY PROPERTY), OR ECONOMIC LOSS) ARISING IN FAVOR OF OR BROUGHT BY (I) ANY OF DEVELOPER’S EMPLOYEES, AGENTS, SUBCONTRACTORS, SUB-SUBCONTRACTORS, SUPPLIERS, MATERIALMEN OR REPRESENTATIVES, OR BY (II) ANY GOVERNMENTAL AUTHORITY OR BY (III) ANY OTHER THIRD PARTY CLAIMANT, (COLLECTIVELY, “INDEMNITORS”) BASED UPON, IN CONNECTION WITH, RELATING TO OR ARISING OUT OF DEVELOPER’S (OR ANY OF ITS CONTRACTORS’, SUBCONTRACTORS’, SUB-SUBCONTRACTORS’, SUPPLIERS’, MATERIALMEN’S, EMPLOYEES’, OR ANY OTHER PERSON DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR FOR WHOSE ACTIONS THEY MAY BE LIABLE) ACTIONS OR INACTIONS UNDER THIS AGREEMENT, THE WORK, ANY BREACH OF WARRANTY MADE HEREIN BY DEVELOPER, ANY FAILURE TO COMPLY WITH ANY REQUIREMENT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY INDEMNITOR’S FAILURE TO COMPLY WITH ANY APPLICABLE LAW, ANY LIENS OR ENCUMBRANCES ON THE WORK, THE PROJECT OR THE AUTHORITY’S PROPERTY ARISING OUT OF THE WORK, OR ANY INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE WORK, AND EVEN IF DUE IN PART TO ANY INDEMNIFIED PARTY’S NEGLIGENCE OR OTHER FAULT, BREACH OF CONTRACT OR WARRANTY, VIOLATION OF STATUTE, INCLUDING WITHOUT LIMITATION THE TEXAS DECEPTIVE TRADE PRACTICES ACT, OR STRICT LIABILITY WITHOUT REGARD TO FAULT.

(b) To the fullest extent permitted by law, in cases where a third party claimant’s damages are caused in part by the negligence of one or more Indemnified Parties, Developer’s indemnification obligations under this ARTICLE VII shall extend to the first \$500,000.00 per occurrence of such claimant’s damages.

(c) For the purposes of this ARTICLE VII, “*third party claimants*” means all parties other than Developer or the Authority. For example, but not by way of limitation, “third party claimants” includes all Indemnitors (other than Developer) as well as the City and the Zone. Developer’s indemnity obligations set forth in this ARTICLE VII shall survive the expiration or termination of this Agreement.

(d) Developer’s obligations pursuant to this ARTICLE VII shall apply regardless of the amount of insurance coverage held by Developer, including without limitation any such coverage under any worker’s compensation act, disability act, or other act or law which would

limit the amount or type of damages, compensation, or benefits payable by or for Developer, and shall not be limited by any insurance carried or provided by Developer in accordance with this Agreement or otherwise. Developer's obligations under this ARTICLE VII shall not be construed to negate, abridge or reduce other rights or obligations of defense or indemnity that would otherwise exist as to a party or person described in this ARTICLE VII. Developer shall include provisions in its subcontract agreements which obligate each subcontractor to Developer to the same extent that Developer is obligated to the Indemnified Parties pursuant to this ARTICLE VII.

Section 7.02. Release. Developer hereby releases the Indemnified Parties, and shall cause its Contractors, subcontractors and sub-subcontractors to release the Indemnified Parties, from all liability for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance of the Work, and EVEN IF SUCH INJURY, DEATH, DAMAGE OR LOSS IS CAUSED BY, RESULTS FROM OR ARISES OUT OF ANY INDEMNIFIED PARTY'S SOLE OR CONCURRENT NEGLIGENCE OR OTHER FAULT, BREACH OF CONTRACT OR WARRANTY, VIOLATION OF STATUTE OR STRICT LIABILITY WITHOUT REGARD TO FAULT.

Section 7.03. Other Indemnities. Other provisions in this Agreement containing indemnities shall be deemed to be cumulative of and to operate independently of the indemnities provided above such that all indemnities provided in this Agreement shall be construed to grant indemnity to the Indemnified Parties to the fullest and broadest extent possible.

ARTICLE VIII GENERAL

Section 8.01. Inspections, Audits. The Developer agrees to use commercially reasonable efforts during the Term to keep such operating records as may be required by the City, the Authority, or by state and federal law or regulation. The Developer shall allow the Authority reasonable access to documents and records in the Developer's possession, custody or control relating to the Project that the Authority deems necessary to assist the Authority in determining the Developer's compliance with this Agreement. Developer shall allow the Authority reasonable access to the Project to conduct visual inspections of the Project. All inspections will be made only after giving the Developer notice at least 24 hours in advance thereof.

Section 8.02. Developer Operations and Employees. All personnel supplied or used by the Developer in the performance of this Agreement shall be deemed contractors or subcontractors of the Developer and will not be considered employees, agents, contractors or subcontractors of the Authority for any purpose whatsoever. The Developer shall be solely responsible for the compensation of all such contractors and subcontractors.

Section 8.03. Dispute Resolution.

(a) In the event of any claim, dispute or controversy arising out of or relating to this Agreement (whether such claim, dispute or controversy is allegedly extra-contractual in nature, whether such claim, dispute or controversy arises under the law of torts, contracts, property, or otherwise, or at law or in equity, or under state or federal laws, or by statute or

common law, or seeks damages or any other relief) which the Parties have been unable to settle or agree upon within a period of thirty (30) days after the dispute or disagreement arises, each Party shall nominate a senior officer of its management to meet at a mutually agreed time and place not later than forty-five (45) days after the dispute or disagreement has arisen to attempt to resolve such dispute or disagreement. Should a resolution of such dispute or disagreement not be obtained within fifteen (15) days after the meeting of senior officers for such purpose, either Party may then by written notice to the other submit the dispute to non-binding mediation in accordance with this Section.

(b) In the event that the Parties are unable to resolve any disputes in accordance with Section 8.03(a), either Party may, by written notice to the other submit the dispute to non-binding mediation before a mutually agreed-upon mediator. If the Parties are unable to agree upon a mediator within twenty (20) days after the written notice of submission to mediation, the American Arbitration Association shall be empowered to appoint a qualified mediator. If the dispute is technical in nature, the mediator appointed by the American Arbitration Association shall be qualified by at least ten (10) years' experience in construction, engineering, and/or architecture. The mediation shall be conducted within thirty (30) days of the selection or appointment of the mediator, as applicable. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held at a mutually agreeable location in Houston, Texas. If the Parties are unable to agree upon a location, the mediation shall be held at the offices of the American Arbitration Association in Houston, Texas. Participation in non-binding mediation in accordance with this Section shall be a condition precedent to Developer having the right to file any legal or equitable action against the Authority.

(c) Subject to Developer's obligation to comply with the requirements of the foregoing subsections as a condition precedent to Developer having any right to file any legal or equitable action against the Authority, for purposes of all legal or equitable proceedings arising out of, relating to or connected with this Agreement, Developer hereby agrees that this Agreement is performable in whole or in part in Houston, Harris County, Texas, and hereby submits to the jurisdiction of the state courts within Harris County, Texas, and agrees that such jurisdiction shall be exclusive with respect to any such proceeding filed by Developer. Developer hereby irrevocably waives any claim which it may now or hereafter have that any such proceeding brought in any state court in Harris County, Texas, has been brought in an inconvenient forum. With respect to any proceeding filed by the Authority, Developer hereby expressly, clearly and unequivocally agrees that the Authority has the right to choose the forum in which any legal or equitable proceeding arising out of, relating to or connected with this Agreement shall be heard. Developer hereby irrevocably waives its right to remove any such proceeding to any federal court should the Authority choose to bring any proceeding in any state court of Texas.

(d) Developer shall, or shall cause a third party to, carry on the work on the Project in order to adhere to the requirements of Section 3.03 of this Agreement during all disputes or disagreements with the Authority. Work on the Project shall not be delayed or postponed pending resolution of any disputes or disagreements, except as the Authority and Developer may otherwise agree in writing.

Section 8.04. Personal Liability of Public Officials. To the extent permitted by State law, no director, officer, employee or agent of the Authority or the City shall be personally responsible for any liability arising under or growing out of this Agreement.

Section 8.05. Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic transmission confirmed by mailing written confirmation at substantially the same time as such electronic transmission, or personally delivered to an officer of the receiving party at the following addresses:

Developer: Lin Development Group, LLC
14218 Singing Oaks Trail
Houston, Texas 77045
Attention: Lacey Lewis, Manager
lacey@lindevelopment.com

Authority: Midtown Redevelopment Authority
410 Pierce Street, Suite 355
Houston, Texas 77002-8722
Attention: Executive Director
mthibodeaux@midtownhouston.com

with a copy to:

Mary Buzak
Bracewell LLP
711 Louisiana Street, Suite 2300
Houston, Texas 77002
mary.buzak@bracewell.com

and

Peggy Foreman
Burney & Foreman
5445 Almeda Road, Suite 400
Houston, Texas 77004
pforeman@burneyandforeman.com

Each party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when so mailed, any notice so sent by electronic transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by the Zone, the Authority or the Developer, as the case may be.

Section 8.06. Amendments. This Agreement may be amended, supplemented and/or modified only in a writing signed by representatives of each Party and upon ratification thereof by the Authority Board.

Section 8.07. Waivers. No waiver of any provision of this Agreement shall be of any force or effect unless such waiver is in writing, expressly stating to be a waiver of a specified provision of this Agreement and signed by the Party to be bound thereby. Either Party's waiver of any breach or failure to enforce any of the provisions of this Agreement, at any time, shall not in any way limit or waive that Party's right thereafter to enforce or compel strict compliance with this Agreement or any portion or provision or right under this Agreement.

Section 8.08. Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement.

Section 8.09. Successors and Assigns. All covenants and agreements by or on behalf of the Authority and the Zone contained in this Agreement shall bind their successors and assigns and shall inure to the benefit of the Developer and its successors and assigns. The Developer, Authority and the Zone may not assign their rights and obligations under this Agreement or any interest herein without the prior written consent of the other parties, as necessary. Provided, however, that if any rights and/or obligations are assigned by the Developer to an assignee, any such assignee must specifically assume all of the obligations of the Developer hereunder. If any assignment by the Developer of its obligations hereunder is deemed ineffective or invalid, the Developer shall remain liable for the obligations hereunder.

Section 8.10. Exhibits; Titles of Articles, Sections and Subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

Section 8.11. Construction/Governing Law. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, as such laws are now in effect.

Section 8.12. Waiver of Consequential Damages. Developer waives any and all claims it may now or hereafter have against the Authority or the Zone for consequential, special, incidental or indirect losses or damages arising out of or relating to this Agreement or the Project, WHETHER ARISING UNDER THE LAW OF CONTRACTS, TORTS (INCLUDING WITHOUT LIMITATION, NEGLIGENCE OF EVERY KIND AND STRICT LIABILITY WITHOUT REGARD TO FAULT) OR PROPERTY OR AT COMMON LAW OR IN EQUITY, VIOLATION

OF STATUTE (INCLUDING WITHOUT LIMITATION, THE TEXAS DECEPTIVE TRADE PRACTICES ACT OR SIMILAR STATUTE OR ANY OTHER JURISDICTION) OR OTHERWISE. Furthermore, this waiver includes, but is not limited to, damages incurred by Developer for principal office expenses including without limitation the compensation of personnel stationed there, for losses of financing, business, reputation, and loss of profit. This waiver is applicable, without limitation, to all consequential, special, incidental or indirect losses or damages arising out of any termination pursuant to Article VI.

Section 8.13. Entire Agreement. **THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

Section 8.14. Term. This Agreement shall be in force and effect from the Effective Date for a term expiring the first day in which the Zone is no longer in existence.

Section 8.15. Memorandum of Agreement. The parties agree that they will, at the request of any party, promptly execute an instrument in recordable form constituting a memorandum of this Agreement, which shall be filed for record in the Official Public Records of Real Property of Harris County, Texas, solely to give record notice of the existence of this Agreement. No such memorandum shall in any way vary, modify or supersede this Agreement.

Section 8.16. Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties, the parties agree that such approval or consent shall not be unreasonably withheld or delayed.

Section 8.17. Survivability. Notwithstanding any termination or expiration of this Agreement, the obligations of the Developer which are intended by their nature to survive such expiration or termination, including without limitation those set forth in ARTICLE VII (INDEMNIFICATION AND RELEASE); Section 8.07 (Waivers); Section 8.08 (Invalidity); Section 8.12 (Waiver of Consequential Damages); and this Section 8.17 of this Agreement shall survive for the maximum duration of time allowed by law.

IN WITNESS WHEREOF, the Authority and the Developer have made and executed this Agreement in multiple copies, each of which is an original, and all of which shall together constitute but one and the same instrument, to become effective as of the Effective Date. The Authority and the Developer hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to a scanned signature page, will be as good, binding, and effective as an original signature.

**MIDTOWN REDEVELOPMENT
AUTHORITY**

LIN DEVELOPMENT GROUP, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

**REINVESTMENT ZONE NUMBER TWO,
CITY OF HOUSTON, TEXAS**

By: _____
Name: _____
Title: _____

ATTEST:

By: _____

Name: _____
Title: _____

DRAFT

Exhibit A*to**Development and Purchase Agreement***Project Specifications**

Developer shall construct three (3) single-family homes, each with a minimum of three (3) bedrooms, two (2) bathrooms, and an attached one (1)-car garage. When complete, each home shall have a total square footage of approximately 1,585 square feet (gross living area of approximately 1,247 square feet).

Construction shall be in compliance with Project Specifications approved by the Authority. The time for Completion of the Project is 240 days from the date of acquisition of the Property, which time period may be extended by the Executive Director upon written request of the Developer, as further provided in Section 3.03 of this Agreement.

The maximum sales price for each home shall be \$218,500.

Each single-family home will have the following design features: SEE ATTACHED.

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

Exhibit B

*to
Development and Purchase Agreement*

Unimproved Property Contract

1. **PARTIES:** The parties to this contract are MIDTOWN REDEVELOPMENT AUTHORITY, a Texas not-for-profit local government corporation or (Seller) and LIN DEVELOPMENT GROUP, LLC (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. **PROPERTY:** Those certain tracts of land identified and described on **Exhibit A** attached hereto, and consisting of approximately 14,479 square feet, together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the Property). Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. **SALES PRICE:**

A. Cash portion of Sales Price payable by Buyer at closing \$21,718.50

B. Sum of all financing described below (excluding any loan funding fee or mortgage insurance premium) \$ _____

C. Sales Price (Sum of A and B) \$21,718.50

D. The Sales Price will be adjusted based on the latest survey obtained under Paragraph 6C. The Sales Price is calculated on the basis of \$1.50 per square foot of total area. "Total area" means the total land area within the perimeter boundaries of the Property. If the Sales Price is adjusted by more than 5% of the stated Sales Price, either party may terminate this contract by providing written notice to the other party within 10 days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the Sales Price automatically will be made to the cash portion of the Sales Price payable by Buyer without the necessity of an amendment to this contract.

4. **FINANCING:** The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes below)

A. **THIRD PARTY FINANCING:** One or more third party mortgage loans in the total amount of \$ _____ (excluding any loan funding fee or mortgage insurance premium).

(1) **Property Approval:** If the Property does not satisfy the lenders' underwriting requirements for the loan(s) (including, but not limited to appraisal, insurability and lender required repairs), Buyer may terminate this contract by giving notice to Seller prior to closing and the earnest money will be refunded to Buyer.

(2) Credit Approval: (Check one box only)

- (a) This contract is subject to Buyer being approved for the financing described in the attached Third Party Financing Addendum for Credit Approval.
- (b) This contract is not subject to Buyer being approved for financing and does not involve FHA or VA financing.

B. ASSUMPTION: The assumption of the unpaid principal balance of one or more promissory notes described in the attached Texas Real Estate Commission (TREC) Loan Assumption Addendum.

C. SELLER FINANCING: **A Deferred Payment Forgivable Promissory Note from Buyer to Seller** in the amount of \$ _____ or such other amount as the parties may mutually agree, secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance.

5. **EARNEST MONEY:** Within 3 days after the Effective Date of this contract, Buyer must deliver \$500.00 as earnest money to Thomas Hartman as escrow agent, at Old Republic National Title Insurance Company, 1225 North Loop West, Suite 750, Houston, Texas 77008. Buyer shall deliver additional earnest money of \$ n/a to the escrow agent within n/a days after the Effective Date. If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers earnest money. If the last day to deliver the earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday. **Time is of the essence for this paragraph.** References in this contract to the "**Effective Date**" of this contract shall mean and refer to the date the escrow agent receipts this contract after execution by all parties.

6. **TITLE POLICY AND SURVEY:**

A. TITLE POLICY: Seller shall furnish to Buyer at Buyer's expense an owner policy of title insurance (Title Policy) issued by Old Republic National Title Insurance Company (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (1) 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 the Property.
- (2) The standard printed exception for standby fees, taxes and assessments.
- (3) Liens created as part of the financing described in Paragraph 4.
- (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
- (5) Visible and apparent easements and other matters not appearing of record, but that are depicted on the survey of the Property and described in the Commitment (hereafter defined).

- (6) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
- (7) The standard printed exception as to marital rights.
- (8) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (9) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. Buyer, at Buyer's expense, may have this exception amended to read "shortages in area."
- (10) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. COMMITMENT: Within 20 days after the Effective Date of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- (1) Within 14 days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit) **If Seller fails to furnish the existing survey or affidavit within the time prescribed, or if the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.**
- (2) Within 30 days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense; provided however, if the period of time for delivery of the Commitment and Exception Documents is extended pursuant to Paragraph 6.B., the period of time for obtaining the survey shall be extended for the same period of time. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- (3) Within n/a days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (8) above; or disclosed in the Commitment other than items 6A(1) through (10) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions or restrictions which prohibit or impair the following use or activity:

development, use and occupancy of the Property for affordable housing, as defined by the United States Department of Housing and Urban Development

Buyer must object the earlier of (i) the Closing Date or (ii) 10 days after Buyer receives the Commitment, Exception Documents, and the survey; provided however, if the Commitment, Exception Documents and survey are not delivered to Buyer until the Closing Date, the time for Buyer to object to the same will be automatically extended to 10 days after the Closing Date and the Closing Date will be extended for the period of time for such objections to be made and Seller's cure of such objections as provided below. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Buyer is advised to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) MEMBERSHIP IN PROPERTY OWNERS' ASSOCIATION(S): The Property is is not subject to mandatory membership in a property owners' association(s). If the Property is subject to mandatory membership in a property owners' association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners' association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners' association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**
Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners' Association should be used.

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the 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 the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer 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. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.

- (9) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

7. PROPERTY CONDITION:

- A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. The Property shall be restored substantially to its present condition after any such inspections, surveys or tests at Buyer's sole expense. **Buyer hereby indemnifies and holds Seller harmless from any claims, costs, expenses, attorney's fees, bodily injuries, accidents or damage and shall repair any physical damage, to or on the Property caused by Buyer or Buyer's inspections, tests or surveys. Buyer's covenants pursuant to this Section 7.A. shall survive the Closing or any termination of this contract.**

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

- B. **ACCEPTANCE OF PROPERTY CONDITION:** (Check one box only)

- (1) Buyer accepts the Property in its present condition.
- (2) Buyer accepts the Property in its present condition provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____
 _____ (Do not insert general phrases, such as "subject to inspections," that do not identify specific repairs.)

NOTICE TO BUYER AND SELLER: Buyer's agreement to accept the Property in its present condition under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

- C. **COMPLETION OF REPAIRS:** Unless otherwise agreed in writing, Seller shall not complete any repairs prior to the Closing Date. All required permits must be obtained, and repairs and treatments, if any, must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 15 days, if necessary, for Seller to complete repairs and treatments.
- D. **ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. During the Option Period, Buyer and Buyer's agents shall have access to the Property to conduct such tests, assessments and inspections as Buyer deems necessary with respect to environmental matters.
- E. **SELLER'S DISCLOSURES:** Except as otherwise disclosed in this contract, Seller has no knowledge of the following:

- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
- (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) any environmental hazards that materially and adversely affect the Property;
- (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
- (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
- (6) any threatened or endangered species or their habitat affecting the Property.

Seller's knowledge shall mean the current actual knowledge of Matt Thibodeaux, Seller's Executive Director, after performing reasonable inspections of Seller's files regarding the Property, but with no further inspections, investigations or inquiries.

8. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements. NONE

9. CLOSING:

- A. The closing of the sale will be on or before 60 days after the Effective Date of this contract, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
 - (1) Seller shall execute and deliver a special warranty deed conveying title to the Property to Buyer substantially in the form and content substantially similar to the Special Warranty Deed attached hereto as **Exhibit B** and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy and any documents required or described in Paragraph 11. Special Provisions.
 - (4) There shall be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer, and assumed loans will not be in default.
 - (5) If the Property is subject to a lease which will be assumed by Buyer, Seller shall (i) deliver to Buyer the lease(s) and the move-in condition form signed by the tenant, if any, and (ii) transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has received the security deposit and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

10. **POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. **SPECIAL PROVISIONS:**

A. Within 14 days after the Effective Date of this contract, Seller shall deliver to Buyer copies of the following items, to the extent that the items are in Seller's possession or are readily available to Seller: (1) all leases pertaining to the Property, including all modifications thereto; (2) all licenses and permits related to the Property; (3) utility capacity letters from the Property's water and sewer service provider; (4) all previous environmental assessments or studies; and (5) all surveys and plats of the Property.

B. The Property, and any improvements constructed on the Property, shall (i) be solely used to provide Affordable Housing for a period of not less than the Affordability Period as defined in the Form of Special Warranty Deed attached hereto as Exhibit B and (ii) comply with the Project Specifications, attached to the Form of Special Warranty Deed as Appendix B. The restrictions contained in (i) and (ii) of this sub-paragraph B, (collectively the "Restrictions") shall run with the Property, shall be binding on the Buyer, its successors and assigns for the term of the Restrictions, and shall inure to the benefit of the Seller, its successors and assigns for the term of the Restrictions.

C. Buyer may not assign this contract without the written consent of Seller.

D. Buyer, at Buyer's expense, may conduct a Phase I environmental assessment of the Property and any other tests, inspections or assessments related to environmental matters of the Property (collectively, the Phase I) during the Option Period and as provided in Paragraphs 7.A and 7.D. If Buyer gives Seller written notice of termination of this contract based on matters disclosed in the Phase I or other environmental tests, inspections or assessments of the Property, Buyer shall provide Seller with a copy of the Phase I with the written notice of termination.

12. **SETTLEMENT AND OTHER EXPENSES:**

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates, preparation of deed; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$ n/a to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; adjusted origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; owner title policy and any endorsements or modifications thereto, loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; escrow fees; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage

Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

- A. **PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year. Obligations imposed by this paragraph will survive closing.
- B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in Assessments for periods prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

- 14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer or (b) accept the Property in its damaged condition without reduction to the Sales Price.

- 15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default after the expiration of 10 days' notice and opportunity to cure, and Seller then may (a) seek such relief as may be provided at law or in equity or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default after the expiration of 10 days' notice and opportunity to cure, and Buyer then may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract.

- 16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

- 17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

- A. **ESCROW:** The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial

institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.

- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.
- C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
- D. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.
- 19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back-up offers.
- 20. FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by the Internal Revenue Code and regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
- 21. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by electronic transmission as follows and to the attorney representing each party, if any, designated in Paragraph 25:

To Buyer at:

14218 Singing Oaks Trail
Houston, Texas 77045

Telephone: (832) 865-7228

E-mail: lacey@lindevelopment.com

To Seller at:

410 Pierce St., Suite 355
Houston, Texas 77002

Telephone: (713) 526-7577

Email: kschramm@midtownhouston.com

22. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- Third Party Financing Addendum for Credit Approval
- Seller Financing Addendum
- Addendum for Property Subject to Mandatory Membership in a Property Owners' Association
- Buyer's Temporary Residential Lease
- Seller's Temporary Residential Lease
- Addendum for Reservation of Oil, Gas and Other Minerals
- Addendum for "Back-Up" Contract
- Addendum for Coastal Area Property
- Addendum Concerning Right to Terminate Due to Lender's Appraisal
- Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- Addendum for Sale of Other Property by Buyer
- Other (list): Form of Special Warranty Deed.

23. **TERMINATION OPTION:** For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$100.00 (Option Fee) within 3 days after the Effective Date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 15 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If no dollar amount is stated as the option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination under this Paragraph 23 within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee will will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

24. **CONTRACT AS OFFER:** The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts this offer by 5:00 p.m. Central Standard Time on _____, the offer will lapse and become null and void.

25. **CONSULT AN ATTORNEY:** TREC rules prohibit real estate licensees from giving legal advice **READ THIS CONTRACT CAREFULLY.** If you do not understand the effect of this contract, consult an attorney **BEFORE** signing.

Buyer's Attorney is:

Telephone: () _____

E-mail: _____

Seller's Attorney is:

Mary Buzak
Bracewell LLP
711 Louisiana Street, Suite 2300
Houston, Texas 77002

Telephone: (713) 221-1153 _____

Email: mary.buzak@bracewell.com _____

EXECUTED the _____ day of _____, 20__.

BUYER:

LIN DEVELOPMENT GROUP, LLC

By: _____

Name: _____

Title: _____

SELLER:

MIDTOWN REDEVELOPMENT AUTHORITY

By: _____

Name: _____

Title: _____

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CONTRACT AND EARNEST MONEY RECEIPT

Receipt of Contract and \$ _____ Earnest Money in the form of _____ is acknowledged.

Title Company: Old Republic National Title Insurance Company

Date: _____

By: _____
Thomas Hartman, Escrow Agent/Officer

Email Address: _____

Address: 1225 North Loop West, Suite 750

Telephone: 713-766-7192

<u>Houston</u>	<u>Texas</u>	<u>77008</u>
City	State	Zip

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Exhibit A

to

Unimproved Property Contract

Property Description

[See attached Exhibit D to the Development and Purchase Agreement]

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Exhibit B

to
Unimproved Property Contract

Form of Special Warranty Deed

[See attached Exhibit C to the Development and Purchase Agreement]

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Exhibit C

to

*Development and Purchase Agreement***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

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

§

§

THAT MIDTOWN REDEVELOPMENT AUTHORITY, a Texas public not for profit local government corporation ("**Grantor**"), 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 LIN DEVELOPMENT GROUP, LLC, a Texas limited liability company ("**Grantee or Developer**"), whose address is 14218 Singing Oaks Trail, Houston, Texas 77045, those certain tracts or parcels of land in Harris County, Texas, more particularly described in **Appendix A** attached hereto and incorporated herein by this reference, together with all improvements thereon and all rights and interests appurtenant thereto (each such tract of land, improvements, rights and interests is hereinafter individually referred to as a "**Tract**" and the Tracts are collectively referred to as the "**Property**").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Developer subject to all matters of record in the Office of the County Clerk of Harris County, Texas, and all matters that a true and correct on-the-ground survey of the Property would reveal, to the extent the same are validly existing and applicable to the Property (hereinafter referred to collectively as the "**Permitted Encumbrances**").

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 Special Warranty Deed shall have the following meanings:

"Affordable Housing" means

- (i) housing that is for purchase by a family if the housing has an initial purchase price that does not exceed ninety-five percent (95%) of the median purchase price for the type of single family housing (1 to 4 family residence, condominium unit, cooperative unit, combination manufactured home and lot, or manufactured home lot) for the City of Houston as determined by the United States Department of Housing and Urban Development (“**HUD**”) and has an estimated appraised value at acquisition, if standard, or after any repair needed to meet property standards set out in 24 CFR 92.251, that does not exceed ninety-five percent (95%) of the median purchase price described above;
- (ii) housing that is the principal residence of an owner whose family qualifies as a Very Low or Low Income Family at the time of purchase;
- (iii) housing in which a Qualified Homebuyer is paying no more than thirty-three percent (33%) of gross income for total mortgage principal, interest, taxes and insurance at the time of purchase; and
- (iv) housing that is subject, for the Affordability Period, to restrictions or recapture provisions as provided in the Restrictions herein.

“Affordability Period” means the minimum period of time during which a Qualified Homebuyer must own and occupy a particular single-family residence built on the Property (“**Affordable Housing Unit**”) as his/her/their principal residence, which period shall be:

- (i) twenty (20) years commencing on the first date that the Qualified Homebuyer occupies the Affordable Housing Unit as his/her/their principal residence, provided, however, that if the Qualified Homebuyer receives federal HOME Program assistance in an amount over \$40,000.00, then the Affordability Period shall be twenty-five (25) years; unless,
- (ii) 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.

“Low Income Family” means a family whose annual income exceeds 50% but does not exceed 80% of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller and larger families.

“Qualified Homebuyer” means:

- (i) a Very Low Income Family; or
- (ii) a Low Income Family.

“Very Low Income Family” means a family whose annual income does not exceed 50% of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller and larger families.

“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 Special Warranty Deed and the conveyance hereinabove set forth, this Special Warranty Deed is executed by Grantor and accepted by Developer subject to the following restrictions (the “**Restrictions**”), which are hereby adopted and established for, imposed upon and made applicable to the Property:

(a) The Property, and any improvements constructed on the Property, shall (i) be used exclusively to provide Affordable Housing for a period of not less than the Affordability Period as defined in this Special Warranty Deed, (ii) be owned and occupied by a Qualified Homebuyer at all times during the Affordability Period, (iii) not be used as a rental house, lodging house, rooming house, hotel, “bed and breakfast”, listed on AIRBNB or other similar listing services for short-term or long-term lease or rental or for any commercial, business or professional purpose, and (iv) comply with the Project Specifications, attached hereto as **Appendix B**.

(b) Any holder of a first lien deed of trust on a Tract owned by a Qualified Homebuyer (a “**First Lien Deed of Trust**”), shall provide Grantor with: (i) 30 days written notice prior to pursuing remedies and/or foreclosure pursuant to its First Lien Deed of Trust; (ii) the opportunity to cure any defaults under the subject First Lien Deed of Trust; and/or (iii) the right and opportunity to purchase the indebtedness secured by the subject First Lien Deed of Trust and all liens securing the same including the subject First Lien Deed of Trust.

The Restrictions shall run with the Property, shall be binding on Developer, its successors and assigns for the term of the Restrictions, and shall inure to the benefit of Grantor, its successors and assigns for the term of the Restrictions.

3. Covenants Running with the Land. All of the agreements, conditions, and restrictions contained in this Special Warranty Deed shall be deemed covenants running with the land and shall inure to the benefit of Developer as the owner of the Property and each successor owner of any portion of the Property and the Grantor and its successors and assigns (the “**Benefitted Party(ies)**”).

4. Reconveyance Right. If at any time during the Affordability Period, a Tract is not being used in compliance with the Restrictions, Grantor reserves and shall have the right (the “**Reconveyance Right**”), but not the obligation, to require Developer or its successors and assigns to reconvey the Tract (together with all improvements thereon and appurtenances thereto) to Grantor. Closing upon such reconveyance transaction shall be completed within 30 days from the date of Grantor's notice to Developer or its successors and assigns of its election to exercise its Reconveyance Right. The Tract shall be reconveyed by Developer or its successors and assigns free and clear of any and all monetary liens and any other exceptions to title other than the Permitted Encumbrances and such other encumbrances to title that are reasonably acceptable to Grantor. This Reconveyance Right shall automatically terminate upon the expiration of the term of the Restrictions. This Reconveyance Right shall be subordinate to the rights of any holder of a First Lien Deed of Trust on the Tract provided such holder of a First Lien Deed of Trust shall provide Grantor with: (i) 30 days written notice prior to pursuing remedies and/or foreclosure

pursuant to its First Lien Deed of Trust; (ii) the opportunity to cure any defaults under the subject First Lien Deed of Trust; and (iii) the right and opportunity to purchase the indebtedness secured by the subject First Lien Deed of Trust and all liens securing the same including the subject First Lien Deed of Trust prior to the day of foreclosure.

5. Recapture Upon Sale During the Affordability Period. If at any time during the Affordability Period, the Developer or its successors and assigns enters into a contract to sell or otherwise transfers any Tract (together with all improvements thereon and appurtenances thereto) either voluntarily or involuntarily to a third party other than the initial Qualified Homebuyer (the "Third Party Purchaser"), Grantor shall recapture from the available net proceeds of such sale an amount equal to the amount denoted as the "Recapture Amount" for such Tract in the table attached hereto as **Appendix C**. Within 14 business days of receipt of the Recapture Amount, Grantor shall release the Restrictions imposed hereunder. The obligations established under this Special Warranty Deed shall be secured by a Promissory Note and Deed of Trust for the benefit of the Grantor. 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 Developer or its successors and assigns desires to sell all or a portion of the Property (together with all improvements thereon and appurtenances thereto) to a Third Party Purchaser (as defined herein), Developer 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 (or the applicable portion thereof) 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 (or the applicable portion thereof) 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, bona fide offer received by Developer to purchase all or any portion of the Property. Notices required by this Section shall be given in accordance with the provisions of Section 12 hereof.

7. Attorneys' 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 the Restrictions set forth in this Special Warranty Deed, or any default hereunder, 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 attorneys' 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. Injunctive Relief. In the event of any violation or threatened violation by any person of any of the terms, restrictions, or conditions of this Special Warranty Deed, any of the Benefitted Parties shall have the right to seek an injunction to enjoin such violation or threatened violation in a court of competent jurisdiction.

10. Waiver of Default. No waiver of any violation of the Restrictions shall be implied from any omission by any Benefitted 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 Property, their respective Mortgagees, if any, and the Grantor. Except as otherwise provided herein, any termination of the Restrictions will require the prior written consent of all owners of the Property, their respective Mortgagees, if any, and the Grantor. Each of such owners will provide the name and address of applicable Mortgagees upon receipt of a written request therefor from any owner seeking to amend the Restrictions. As used in the Restrictions, the term "Mortgagee" means the trustee and beneficiary under a Mortgage, and the term "Mortgage" means any deed of trust encumbering all or any portion of the Property.

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

C-5

Houston, Texas 77002
Attention: Executive Director

DEVELOPER:

Lin Development Group, LLC
14218 Singing Oaks Trail
Houston, Texas 77045
Attention: Lacey Lewis, Manager

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Developer, 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 Developer, 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.

[Execution Page to Follow]

EXECUTED this the ____ day of _____, 20__.

“GRANTOR”

MIDTOWN REDEVELOPMENT AUTHORITY, a Texas public not for 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 not for profit local government corporation, on behalf of said entity.

Notary Public in and for the State of Texas

Developer's Acceptance of Special Warranty Deed

Developer accepts this Special Warranty Deed and consents to its form and substance. Developer 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. Developer further acknowledges that the provisions of this Special Warranty 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__.

"DEVELOPER"

LIN DEVELOPMENT GROUP, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this _____ day of _____, 20__, by _____, _____ of LIN DEVELOPMENT GROUP, LLC, a Texas limited liability company, on behalf of said entity.

Notary Public in and for the State of Texas

Appendix A
to
Special Warranty Deed

Property Description

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Appendix B

*to
Special Warranty Deed*

Project Specifications

Developer shall construct three (3) single-family homes, each with a minimum of three (3) bedrooms, two (2) bathrooms, and an attached one (1)-car garage. When complete, each home shall have a total square footage of approximately 1,585 square feet (gross living area of approximately 1,247 square feet).

Construction shall be in compliance with Project Specifications approved by the Authority. The time for Completion of the Project is 240 days from the date of acquisition of the Property, which time period may be extended by the Executive Director upon written request of the Developer, as further provided in Section 3.03 of this Agreement.

The maximum sales price for each home shall be \$218,500.

Each single-family home will have the following design features: SEE ATTACHED.

Appendix C
to
Special Warranty Deed

Recapture Amounts

Tract Number	Recapture Amount
Tract 1	
Tract 2	
Tract 3	

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Exhibit D*to**Development and Purchase Agreement***Description of Property Being Sold to Developer****Tract 1: 3341 Sampson Street, Houston, Texas 77004** (HCAD #0221350000040)

The North half of Lots Seventeen (17) and Eighteen (18), in Block No. Seven (7), in the Kuhlman Addition, an addition in Harris County, Texas, according to the map or plat thereof, recorded in Volume 572, Page 544 of the Deed Records of Harris County, Texas.

Tract 2: 2718 Tierwester Street, Houston, Texas 77004 (HCAD #0372360000012)

The south one-half (1/2) of Lots Nine (9) and Ten (10), in Block Twenty-Six (26), of W.A. Wilson, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 2, Page 2 of the Map Records of Harris County, Texas.

Tract 3: 3340 McIlhenny Street, Houston, Texas 77004 (HCAD #0372610000001)

Field note description of 4,400 square feet or 0.1010 acres of land being the North 44 x 50 feet of each of Lots 1 and 2, Block 51 of the Wm. A. Wilson addition to the City of Houston, out of the subdivision of Lots 2, 3 and 4 of the East 1/2 of the H. Tierwester 1/4 League Survey, City of Houston, Harris County, Texas, said 0.1010 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch capped iron rod found marking the common Northeasterly corner of Lot 1 and of Block 51, said point being in the intersection of the Westerly right-of-way line of Sampson Street (based on 50 feet in width) and the Southerly right-of-way line of McIlhenny Street (based on 40 feet in width);

THENCE South 70 degrees 00 minutes 00 seconds West, along the Northerly line of said Lots 1 and 2 and the Southerly line of said McIlhenny Street, a called distance of 100.00 feet (found 99.71 rod to rod) to a 1/2 inch capped iron rod found for the Northwest corner of the herein described tract;

THENCE South 20 degrees 00 minutes 00 seconds East, along the common line of Lots 2 and 3 of said Block 51, a called distance of 44.00 feet (found 43.90 rod to rod) to a 1/2 inch capped iron rod found for the Southwest corner of the herein described tract;

THENCE North 70 degrees 00 minutes 00 seconds East, parallel to the Southerly line of said McIlhenny Street, a called distance of 100.00 feet (found 99.98 feet rod to rod) to a 1/2 inch capped

iron rod marking the Southwest corner of the herein described tract, said point being on the Westerly right-of-way line of said Sampson Street;

THENCE North 20 degrees 00 minutes 00 seconds West, along the Westerly line of said Sampson Street, a called distance of 44.00 feet (found 43.99 feet rod to rod) to the POINT OF BEGINNING of the herein described tract and containing as aforesaid 4,400 square feet or 0.1010 acres of land.

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Exhibit E

*to
Development and Purchase Agreement*

Homebuyer Eligibility Requirements***Southeast Houston Affordable Housing Initiative (SEHAHI)***

*Center for Civic and Public Policy Improvement (CCPPI)
Homebuyer Eligibility Requirements*

Homebuyer Eligibility Requirements – To be considered eligible, the prospective homebuyer must meet the following requirements:

1. Homebuyer(s) must be US Citizen or permanent resident alien and provide one of the following:
 - a. Birth certificate issued by any U.S. jurisdiction
 - b. U.S. Passport
 - c. Green Card
2. Homebuyer(s) must be a resident of the City of Houston metropolitan area for at least the past twelve (12) months or longer and provide evidence of same which may include but is not limited to one of the following:
 - a. Lease in the name of the prospective homebuyer(s) for a period covering the last twelve (12) months
 - b. Utility bill in the name of the prospective homebuyer(s) covering the last twelve (12) months
3. Homebuyer(s) must be a first-time homeowner [has not owned a home in the last three (3) years] and provide the following:
 - a. Affidavit certifying to the above
4. If not self-employed, Homebuyer(s) must have been employed by the same employer for at least three months and provide the following:
 - a. Employment verification.
5. Homebuyer(s) may not own another home or residential real estate property other than heir property with multiple owners and must provide the following:
 - a. Affidavit certifying to the above
6. Homebuyer(s) total annual gross household income cannot exceed a maximum of 120% AMI or the income level designated in the applicable development agreement, adjusted for household size, as published annually by HUD. Homebuyer's total Mortgage PITI cannot

exceed 33% of annual gross household income. If the income verification process is conducted by Houston Area Urban League (HAUL), Homebuyer(s) must submit the following documents related to income and assets:

- a. One of the following:
 - i. If employed: Two (2) months of pay stubs
 - ii. If self-employed: YTD Profit & Loss Statement from a CPA or tax preparer
 - b. Two (2) months of statements for all bank accounts including personal and business
 - c. Most recent IRA, 401K or other retirement or pension account statements
 - d. Award letters for pension(s)
 - e. Award letters for social security
 - f. Two (2) years of filed tax returns
 - g. Any other documentation that HAUL may reasonably request to determine Homebuyer(s) income eligibility
7. Homebuyer(s) must successfully complete eight (8) hours of homeownership education course from a HUD Certified counseling agency & taught by a HUD Certified Counselor. Houston Area Urban League (HAUL) is utilized to provide this homeownership education. If Homebuyer chooses to utilize another HUD certified counseling agency an additional two (2) hour course conducted by HAUL must also be completed. This course will cover requirements/restrictions unique to the Midtown Redevelopment Authority (MRA) affordable housing program as well as information related to ad valorem taxation including filing protests and homestead tax exemptions.
 8. Homebuyer(s) may not have liquid assets more than \$30,000.00. IRA's and 401K's (retirement accounts) are subject to a (.06%) imputed income from assets.
 9. Homebuyer(s) must agree to maintain the home as their principal place of residence for the full affordability period of 20 years (25 years if Homebuyer(s) receives more than \$40,000 of federal HOME Program assistance). If the affordability period is not satisfied, the full amount of the Midtown Homebuyer assistance must be repaid to MRA.
 10. Homebuyer(s) must meet Lender's underwriting requirements and be approved for a mortgage loan for at least the length of the affordability period. Homebuyer(s) must escrow taxes through the mortgage.
 11. Homebuyer(s) must agree to participate in compliance monitoring and lien requirements for the duration of the affordability period. The current affordability period is twenty (20) years.
 12. Homebuyer(s) must agree not to use the home as a long-term or short-term rental property during the affordability period. Homebuyer(s) must provide the following annually:
 - a. Affidavit certifying to the above

13. Developer(s) is prohibited from sale of home to buyer related within three degrees of consanguinity or affinity to develop(s) by blood, marriage or adoption. Developer(s) must provide the following:
 - a. Affidavit certifying to the above
14. Developer and the prospective Homebuyer must each submit a Conflict of Interest Affidavit, signed under penalty of perjury, stating that neither the Developer nor the Homebuyer has a familial or business relationship with Midtown Redevelopment Authority, any of its Developers, or their respective boards of directors, officers, managers, employees, agents, or consultants.
15. To the extent any of the guidelines set forth herein are in conflict with contemporaneous City of Houston, Texas Affordable Home Development Program guidelines (see Exhibit A); Harris County, Texas affordable housing guidelines; or other vetted homebuyer down payment assistance guidelines, any terms and conditions contained in the above-cited guidelines that are not included in the Homebuyer Requirements contained herein, will be adopted for homebuyers receiving such assistance. The purpose is to ensure that homebuyer down payment assistance provided by any entity that offers the same is available to homebuyers purchasing homes under auspices of the Southeast Houston Affordable Housing Initiative.

Notwithstanding the foregoing, MRA's affordability period shall exist according to its terms and is not impacted by the affordability period adopted by any of the entity that provides down payment assistance.

THESE ELIGIBILITY REQUIREMENTS MAY BE AMENDED FROM TIME TO TIME

EXHIBIT A
CITY OF HOUSTON AFFORDABLE HOME DEVELOPMENT PROGRAM
GUIDELINES*

Applicant(s) and co-applicant(s) must be able to obtain a fixed-rate mortgage loan for the length of the Affordability Period.

Eligibility is valid for 120 days from the date the applicant is determined to be income eligible. If contracts are not signed within 120 days of that date, applicant may submit a written request for a one-time, 60-day extension, which HCD may grant on a case-by case basis at its discretion. Income-eligible determination is subject to appeal by the applicant pursuant to the process established by HCD.

Applicants and co-applicants must satisfy delinquency on a federal or federally insured loan, Internal Revenue Service taxes, utility payments applicable to the current or former address(es) or owe the City for City services provided to them (for example, City Emergency Medical Services bills, and municipal violations), listed on credit report, real property records or otherwise, prior to program participation.

Any applicant(s), co-applicant(s) and household member(s) 18 years of age and older who are registered as sex offenders are not eligible to receive financial assistance.

Any household member must be legally divorced to list themselves as separated from their significant other on the application. The valid divorce decree is required.

Homebuyer(s) must contribute \$350 into the purchase to demonstrate a level of commitment to the purchase transaction. The cost of the appraisal, credit report, inspection, earnest money and/or cash brought to closing satisfies this requirement.

To receive assistance, the total household income from all sources (including income from a non-purchasing spouse, and any other household member(s) 18 years of age or older) cannot exceed 120% percent of the AMI, adjusted for household size, as determined annually by HUD. Annual Income refers to gross annual income calculated using the 24 CFR §5.609 Part 5 definition.

Homebuyer applicant(s) must submit income certification documentation for the purpose of determining eligibility. Eligibility determination will be conducted by HCD staff upon written request.

Liquid assets for the household cannot exceed \$30,000, or otherwise upon approval of the Assistant Director for the Single-Family Division.

Homebuyer applicant(s) agrees to an annual monitoring of the residence performed by the HCD staff to ensure that the Homebuyer is living in the home as their primary residence and complying with the restrictive covenants.

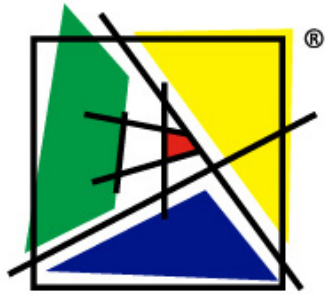
Program participants must agree to the Affordability Period and lien requirements. The Affordability Period of homes purchased will be five (5) years for up to \$100,000 of assistance or

otherwise upon approval of the Director. The lien on the property will be removed by the City upon completion of the terms and conditions of all documents related to the Program and completion of the Affordability Period.

Forgiveness of the loan provided will be prorated over the course of the determined Affordability Period. The annual proration percentage will depend on the length of the Affordability Period, with 100% of the loan being forgiven and the lien satisfied at the termination of the Affordability Period.

*Other City of Houston requirements may apply.

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CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

I, the undersigned officer of the Board of Directors of Midtown Redevelopment Authority (the "Board") do hereby certify as follows:

1. The Board convened in regular session on the 28th day of March, 2024, at the regular meeting place thereof, and the roll was called of the duly constituted officers and members of said Board, to-wit:

1	Camille Foster	Director/Assistant Secretary
2	Terence Fontaine	Director
3	Michael Lewis	Director
4	Michael T. Murphy	Director
5	Al Odom	Director/Chair
6	Abe S. Goren	Director/Vice Chair
7	Deanea LeFlore	Director
8	John Thomas	Director
9	Zoe Middleton	Director

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION AUTHORIZING THE MIDTOWN REDEVELOPMENT AUTHORITY (THE "AUTHORITY") OR ITS AGENT TO ENTER INTO A GRANT AGREEMENT WITH HOUSTON HABITAT FOR HUMANITY, INC.; PROVIDING FOR THE CONVEYANCE AND DEVELOPMENT OF CERTAIN PROPERTIES IN ACCORDANCE WITH THE TERMS OF SUCH AGREEMENT; AND AUTHORIZING THE AUTHORITY OR ITS AGENT TO TAKE ALL NECESSARY ACTIONS REGARDING SAME

was introduced for the consideration of the Board. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the Resolution, prevailed and carried unanimously.

2. That a true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the Board's minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Vernon's Texas Codes Annotated, Chapter 551, Government Code.

SIGNED this _____, 2024.

Assistant Secretary, Midtown Redevelopment
Authority

RESOLUTION AUTHORIZING THE MIDTOWN REDEVELOPMENT AUTHORITY (THE “AUTHORITY”) OR ITS AGENT TO ENTER INTO A GRANT AGREEMENT WITH HOUSTON HABITAT FOR HUMANITY, INC.; PROVIDING FOR THE CONVEYANCE AND DEVELOPMENT OF CERTAIN PROPERTIES IN ACCORDANCE WITH THE TERMS OF SUCH AGREEMENT; AND AUTHORIZING THE AUTHORITY OR ITS AGENT TO TAKE ALL NECESSARY ACTIONS REGARDING SAME

WHEREAS, by Ordinance No. 94-1345, adopted on December 14, 1994, the City of Houston (the “City”) created Reinvestment Zone Number Two, City of Houston, Texas (the “Midtown Zone”) pursuant to Chapter 311, Texas Tax Code (the “Act”), and approved a preliminary project plan for the Midtown Zone and a preliminary reinvestment zone financing plan for the Midtown Zone; and

WHEREAS, by Resolution No. 95-96, adopted on June 28, 1995, the City authorized the creation of the Midtown Redevelopment Authority (the “Authority”) to aid, assist and act on behalf of the City in the performance of the City’s governmental and proprietary functions with respect to the common good and general welfare of Midtown and neighboring areas as described in Ordinance No. 94-1345; and

WHEREAS, the City, the Midtown Zone and the Authority have entered into that certain amended and restated Agreement dated June 7, 2000, and approved as Ordinance No. 2000-494 (the “Tri-Party Agreement”), pursuant to which the City delegated to the Authority the power and authority to administer the Midtown Zone including, but not limited to, the power to engage in activities relating to the acquisition and development of land, construction and improvement of infrastructure in the Midtown Zone, and provide affordable housing, in accordance with, and subject to the limitations set forth in, the Tri-Party Agreement and Project and Financing Plan; and

WHEREAS, the Authority’s Board of Directors (the “Board”) has determined that it is in the best interest of the Midtown Zone and the Authority to acquire tracts of land in certain nearby neighborhoods to be developed as affordable housing and to commit certain available tax increment or bond proceeds received for this purpose; and

WHEREAS, the Authority has previously acquired certain parcels of land in the Southeast area of the City for such purpose, and now desires to enter into a grant agreement (the “Grant Agreement”), between and among the Authority, the Zone and Houston Habitat for Humanity, Inc. (the “Grantee”), substantially in the form attached hereto as **Exhibit A**, in order to convey certain of such parcels of land to the Grantee to be developed as affordable housing; and

WHEREAS, pursuant to the Grant Agreement, the Authority will grant and convey to the Grantee certain tracts of vacant land identified in Exhibit D to the attached Grant Agreement (herein, the “Grant Properties”) in order to provide decent, safe, sanitary and affordable housing for low income persons; and

WHEREAS, the Board has determined that it is in the best interest of the Authority to enter into the Grant Agreement and to convey the Grant Properties to the Grantee for the purposes described herein and in the Grant Agreement, and the Board desires hereby to approve the Grant Agreement and such actions;

NOW THEREFORE, BE IT RESOLVED BY the Board of Directors of the Midtown Redevelopment Authority:

1. That the Board adopts the findings and recitations set out in the preamble to this Resolution and finds them to be true and correct.
2. That the Board hereby approves and authorizes the execution of the Grant Agreement substantially in the form attached hereto as Exhibit A, and the Unimproved Property Contract and Special Warranty Deed substantially in the forms attached to the Grant Agreement as Exhibits B and C, respectively. Further, the Board hereby authorizes the Board officers and the Executive Director or his agent with delegated authority to make such changes, additions, deletions or modifications of the Grant Agreement, any Unimproved Property Contract(s), and any Special Warranty Deed(s) as may be necessary, *provided* any such changes, additions, deletions or modifications are not materially inconsistent with the purpose, intent and general substantive parameters of the Grant Agreement, any Unimproved Property Contract(s), and Special Warranty Deed(s) as attached.
3. That the Board hereby approves and authorizes the grant and subsequent conveyance of the Grant Properties for a consideration of \$10.00, which is less than the fair market value of such Grant Properties.
4. That the Board hereby further authorizes the officers of the Board, the Executive Director, and Authority staff and consultants to take all steps necessary to finalize, execute and carry out the terms of the Grant Agreement, including the payment of any associated costs and legal fees, and to execute any certificates, receipts, affidavits and necessary related agreements pertaining to the Grant Agreement and the conveyances described therein.

PASSED AND APPROVED this 28th day of March, 2024.

Al Odom
Chair, Midtown Redevelopment Authority

ATTEST:

Camille Foster
Assistant Secretary, Midtown Redevelopment Authority

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EXHIBIT A

Form of Grant Agreement

(See Attached)

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GRANT AGREEMENT

By and Among

MIDTOWN REDEVELOPMENT AUTHORITY

and

REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS

and

HOUSTON HABITAT FOR HUMANITY, INC.

_____, 2024

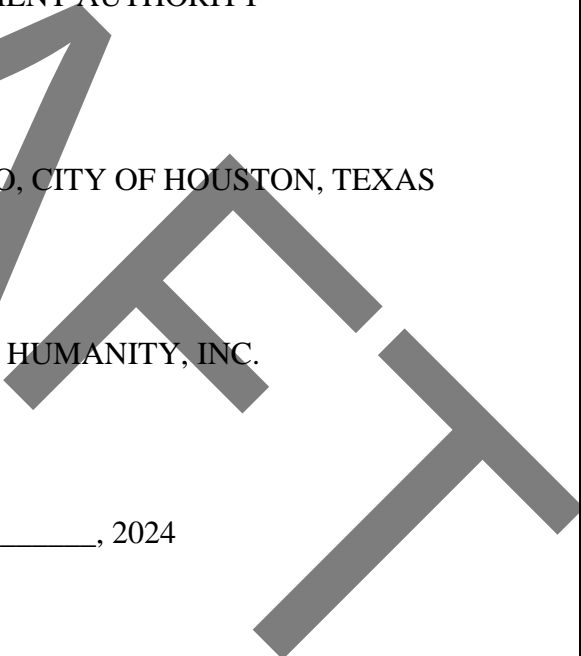


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GRANT AGREEMENT

This Grant Agreement (the “Agreement”), effective as of _____, 2024 (the “Effective Date”), is made by and among REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS (the “Zone”), a tax increment reinvestment zone created by the City of Houston, Texas, in accordance with Chapter 311, Texas Tax Code, MIDTOWN REDEVELOPMENT AUTHORITY (the “Grantor” or “Authority”), a public not for profit local government corporation created and organized under the provisions of Chapter 431, Texas Transportation Code, and HOUSTON HABITAT FOR HUMANITY, INC. (the “Grantee or Developer”), a Texas non-profit corporation created and organized under the laws of the State of Texas (each a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, by Ordinance No. 94-1345, the City Council of the City of Houston, Texas (the “City”), created the Zone in the City pursuant to Chapter 311, Texas Tax Code, as amended (the “Act”), approved a preliminary project plan and preliminary financing plan, and appointed its board of directors (the “Zone Board”); and

WHEREAS, by Resolution No. 95-96, the City authorized the creation of the Authority to aid, assist and act on behalf of the City in the performance of the City’s governmental and proprietary functions with respect to the common good and general welfare of the Zone and neighboring areas; and

WHEREAS, the City, the Zone and the Authority have entered into that certain Amended Agreement dated June 7, 2000, and approved pursuant to Ordinance No. 2000-0494 (as amended, the “Midtown Agreement”), pursuant to which the City delegated to the Authority the power to administer the Zone including, but not limited to, the power to use certain tax increment revenues dedicated to providing affordable housing pursuant to Section III(H) thereof; and

WHEREAS, Section 311.011(f) of the Act provides that the Zone’s project plan must provide that at least one-third of the tax increment of the Zone (the “Affordable Housing Tax Increment(s)”) be used to provide affordable housing during the term of the Zone, and pursuant to Section III(H) of the Midtown Agreement shall be expended in a manner consistent with the City’s then current affordable housing policy; and

WHEREAS, the Authority has assembled land for development of affordable housing; and

WHEREAS, the Authority owns certain unimproved real property more particularly identified by street address and Harris County Appraisal District account number and described in **Exhibit D** attached hereto and incorporated herein by reference, which is located within the boundaries of the City of Houston, Harris County, Texas; and

WHEREAS, the Authority seeks to facilitate the development of such land as affordable housing by entering into this Agreement with Grantee as part of a pilot project, and model for

future projects, designed to expand the supply of safe, sanitary and affordable housing for low income persons within the City; and

WHEREAS, to stimulate the development of affordable housing, the Grantee has requested that the Authority grant up to seventeen (17) parcel(s) of real property within the City at no cost (except for required closing costs) to Grantee in order to provide for construction of safe, sanitary and affordable housing for low income persons; and

WHEREAS, the Authority has determined that the Project (as defined herein) is consistent with the City's current affordable housing policy; and

WHEREAS, the Authority, the Zone and the Grantee desire to enter into this Agreement to grant certain land previously acquired through the use of Affordable Housing Tax Increment to Grantee for the purposes described herein and subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and benefits to the City, the Zone, the Authority and the Grantee, it is hereby agreed as follows:

ARTICLE I DEFINITIONS

Section 1.01. Defined Terms. Unless a particular word or phrase is otherwise defined or the context otherwise requires, the terms defined in the preamble and recitals shall have the meanings given to such terms therein, and the following terms shall have the following meanings:

"Affordable Housing" is defined in the Deed.

"Authority Board" means the board of directors of the Authority.

"Authority Developer" means a Person who is party to a development agreement with the Authority.

"Authority's Representative" means the Executive Director or any agent designated in writing by the Executive Director.

"Completion Date" shall be as defined in Section 3.03.

"Conflict of Interest" means any known instance in which (i) Grantee, or an officer, director or employee of Grantee, has a familial or business relationship with the Authority, or an Authority Developer, or their respective boards of directors, officers, managers, employees, agents or consultants, or a Qualified Homebuyer, or (ii) a member of the Zone Board, the Authority Board or Grantee's board of directors may receive a pecuniary benefit meeting the definition of a conflict of interest under the Authority's conflict of interest policy.

"Deed" means a special warranty deed executed by the Authority conveying the Property to the Grantee with the restrictive covenants contained thereon, and which shall be substantially in the form attached as **Exhibit C** of this Agreement.

“**Executive Director**” shall mean the person serving as the Executive Director of the Authority or any agent designated in writing by the Executive Director.

“**Homebuyer Eligibility Requirements**” means the Homebuyer Eligibility Requirements attached as **Exhibit E** of this Agreement, as such requirements may be amended, modified or supplemented by the Authority from time to time.

“**Person**” means an individual, corporation, organization, government or governmental subdivision or agency, business trust, estate, trust, partnership, association, and any other legal entity.

“**Project**” means the development of affordable single-family housing on the Property by the Grantee, as described in Article III hereof.

“**Project Specifications**” shall be as defined in Section 3.01.

“**Property**” means the parcel(s) of real property identified and described in **Exhibit D**, which have been previously acquired by the Authority and are eligible to be conveyed to the Grantee hereunder.

“**Property Grant**” means the grant of land approved by this Agreement and evidenced by the execution of the Deed conveying such Property to the Grantor.

“**Qualified Homebuyer(s)**” means those purchasers that meet (i) the Homebuyer Eligibility Requirements and (ii) such other requirements, as more particularly defined in the Deed, to purchase the single-family residences to be developed under this Agreement.

“**Reconveyance Right**” is defined in the Deed.

“**Single-Family Residential Use**” means a detached structure designed for use as a dwelling unit for one and only one family, but expressly excluding manufactured homes and mobile homes.

“**Term**” shall be as defined in Section 8.14.

Section 1.02. Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definition of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

ARTICLE II GENERAL REPRESENTATIONS

Section 2.01. Representations of the Zone. The Zone hereby represents to the Grantee that as of the date hereof:

(a) The Zone is duly authorized, created and existing in good standing under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

(b) The Zone has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, will not violate any applicable judgment, order, law or regulation, and (ii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Zone under any agreement or instrument to which the Zone is a party or by which the Zone or its assets may be bound or affected.

(c) This Agreement has been duly authorized, executed and delivered by the Zone and, constitutes a legal, valid and binding obligation of the Zone, enforceable in accordance with its terms.

(d) The execution, delivery and performance of this Agreement by the Zone does not require the consent or approval of any person which has not been obtained.

Section 2.02. Representations of the Authority. The Authority hereby represents to the Grantee that as of the date hereof:

(a) The Authority is duly authorized, created and existing in good standing under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

(b) The Authority has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, will not violate any applicable judgment, order, law or regulation, and (ii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Authority under any agreement or instrument to which the Authority is a party or by which the Authority or its assets may be bound or affected.

(c) This Agreement has been duly authorized, executed and delivered by the Authority and constitutes a legal, valid and binding obligation of the Authority, enforceable in accordance with its terms.

(d) The execution, delivery and performance of this Agreement by the Authority does not require the consent or approval of any person which has not been obtained.

Section 2.03. Representations of the Grantee. The Grantee hereby represents to the Authority and Zone that as of the date hereof:

(a) The Grantee is duly authorized, created and existing in good standing under the laws of the State of Texas, is duly qualified to do business in the State or wherever necessary to carry on the operations contemplated by this Agreement.

(b) The Grantee has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement and the Deed, and the Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of the Grantee, enforceable in accordance with its terms.

(c) The Grantee has obtained or will obtain all necessary permits and approvals from the City and all other governmental officials and agencies having jurisdiction and will provide supervision of all phases of construction of the Project.

(d) The Grantee intends to use the Property in a manner consistent with this Agreement and related Affordable Housing requirements.

(e) The Grantee shall complete the Project and shall pay or cause to be paid all costs and expenses associated with the Project. The Grantee has sufficient capital to perform its obligations under this Agreement or will have sufficient capital to perform its obligations under this Agreement at the time it needs such capital.

ARTICLE III THE PROJECT

Section 3.01. General Purpose.

(a) The Authority has entered into this Agreement relating to the Project in reliance upon the representations, warranties, covenants and agreements of the Grantee contained herein, and in reliance upon the representations, warranties, covenants and agreements to be contained in the documents and instruments to be delivered at the completion of the Project and upon the performance by the Grantee of its obligations hereunder, as of the date hereof and the date of completion.

(b) The Project shall consist of the design, construction, assembly, installation and implementation of no fewer than seventeen (17) affordable single-family residences, consistent with the approved specifications (the “Project Specifications”).

(c) Grantee shall prepare or cause to be prepared Project Specifications and submit them for approval to the Authority’s Representative. The Authority’s Representative shall promptly approve, reject, or make comments or queries to the Project Specifications. The Project Specifications approved by the Authority’s Representative shall be the Project Specifications and shall be attached to this Agreement as **Exhibit A** and incorporated as if fully set forth herein.

(d) Grantee covenants and agrees that:

(i) the Project shall be completed in substantial compliance with the Project Specifications, as modified from time to time in accordance with Section 3.02 herein,

(ii) the Property shall be used solely to develop and construct seventeen (17) single-family residences thereon,

(iii) all single-family residences developed on the Property shall qualify as Affordable Housing at all times for a term of not less than the Affordability Period as defined in the Deed.

(iv) upon request by the Executive Director, Grantee shall provide the Authority with sufficient and complete financial data, as well as any other information, regarding the Project.

(v) upon completion of construction of the single-family residences contemplated hereunder, the Grantee shall cause each such single-family residence to be sold to a Qualified Homebuyer for (i) not more than the maximum sale price for that residence set forth in **Exhibit A**, or (ii) such other amount as the Executive Director may designate in writing.

(vi) Grantee shall sell each such single-family residence constructed on the Property only to a Qualified Homebuyer who meets the Homebuyer Eligibility Requirements, unless the Authority Board and/or the Executive Director approves a waiver in writing of such Homebuyer Eligibility Requirements for such transaction, and use customary documentation, in form and substance acceptable to the Authority, to evidence each such transaction, including but not limited to a Deferred Payment Forgivable Promissory Note and Subordinate Lien Deed of Trust for the benefit of the Authority, to secure the performance of the Qualified Homebuyer's obligations with respect to such single-family residence.

(e) Certain terms and conditions of this Section 3.01 shall be deemed "covenants running with the land" and shall bind Grantee as the owner of the Property, and its successors and assigns as the owner or owner(s) of all or any portion of the Property, as further described in Section 4.01 hereof and in the Deed.

Section 3.02. Modification of the Project. The Project and Project Specifications may be altered or amended by the Grantee upon written notice to the Authority and subsequent approval by the Executive Director of the proposed alterations or amendments; provided, however, that such proposed alterations or amendments shall be consistent with the then current City policy for affordable housing, and approved in writing by the Authority. Any such alterations or amendments shall be incorporated herein and, in the case of Project Specifications, substituted and attached hereto as **Exhibit A**.

Section 3.03. Completion of Construction. Grantee shall complete construction of the Project no later than the date that is 240 days from the date of acquisition of the Property (the "Completion Date") all subject to force majeure. Upon written request by the Grantee, the Executive Director, in his sole discretion, may extend the Completion Date for one or more additional periods, each such extension period not to exceed 120 days. To be effective, any such extension must be in writing and signed by the Executive Director. The construction of the Project will not be deemed complete until the Authority has received all necessary documentation from the Grantee evidencing completion as described herein, and the Executive Director provides written confirmation that the Authority deems the Project completed.

ARTICLE IV CONVEYANCE, FINANCING AND FUNDING

Section 4.01. Conveyance of the Property. The Authority agrees to grant the Property to Grantee in order to facilitate the provision of decent, safe, sanitary and affordable housing for low income persons. The Authority agrees to execute and record a deed, substantially similar to the Deed attached hereto as Exhibit C, in the Official Public Records of Real Property of Harris County, Texas, subject to the terms and conditions set forth in an Unimproved Property Contract to be entered into by the Grantee and the Authority substantially in the form attached hereto as Exhibit B. The Parties agree that the Executive Director shall have the sole right to determine when to enter into such Unimproved Property Contract with Grantee.

Section 4.02. Funding for the Project. The Parties agree that Grantee shall be solely responsible for securing any and all funding and financing necessary to acquire the Property and complete construction of the Project in accordance with the terms of this Agreement. Upon request therefor, Grantee shall provide evidence satisfactory to the Authority of sufficient funding, including a binding commitment for financing to complete the Project. The Authority shall have no obligation to provide any funds for any purpose in connection with the design and construction of the Project.

ARTICLE V COVENANTS OF THE GRANTEE REGARDING THE PROJECT

Section 5.01. Conflict of Interest. The Grantee has disclosed all Conflicts of Interest. The Authority reserves the right to deny the Property Grant due to a potential or existing Conflict of Interest disclosed at the execution of this Agreement or at any time throughout the Term of this Agreement.

Section 5.02. Additional Covenants of Grantee. The Grantee covenants to the Authority that:

- (a) the Grantee shall provide the Authority with all reports reasonably requested by the Authority;
- (b) any marketing, public awareness campaigns or signage related to the Project shall recognize the Authority's contributions in a prominent manner and, in the case of written materials, the Authority's name shall be in text no smaller than one-half (1/2) of the size of the Grantee's name and of an equal size as that if any other Project participants being recognized. All such marketing materials, public awareness campaigns or signage, including social media postings, shall be provided to Grantor for review and comment at least forty-eight (48) hours in advance of publication or distribution of same;
- (c) the Grantor shall have the right to release information regarding the Project to any public media outlet. Grantee hereby grants Grantor permission to use any and all information and details (not marked confidential) contained in this Agreement or otherwise provided to Grantor for press releases, public awareness, public reporting, and/or public announcements. Grantee agrees to provide Grantor with an advance copy of any press release, public reporting, and/or public

announcements regarding the Project for review and comment at least forty-eight (48) hours prior to release of same.

(d) any expenses related to the Project shall be recorded and physically maintained separately and distinctly from the expenses related to the general operations of the Grantee;

(e) the Project shall be completed and the Grantee shall pay all costs associated with the Project; and

(f) the Property shall at all times be maintained in a clean, safe and sanitary condition. The covenant to maintain the Property includes the removal of debris, trash, illegal occupiers or squatters, and unsightly landscaping conditions.

ARTICLE VI DEFAULT

Section 6.01. Events of Default. Each of the following shall constitute an event of default by the Grantee under this Agreement, if such events are not cured to the satisfaction of the Authority after written notice of the occurrence of such event and if Grantee does not commence a cure within 30 days of such written notice and does not thereafter diligently prosecute it to completion:

(a) Grantee fails to take title to the Property as contemplated under this Agreement, within 120 days of the Effective Date, unless such time period is extended by the Executive Director;

(b) Grantee fails to complete construction of any one or more of the single-family residences within the time requirements set forth in Section 3.03;

(c) Grantee fails to complete the Project in substantial compliance with the Project Specifications and any such deviation, alteration or amendment has not received written approval by the Authority pursuant to Section 3.02.

(d) Grantee is in default under any other agreement related to the Project, as default is defined in such agreement and the Grantee has not notified the Authority of the default within ten days of the default occurring;

(e) Grantee fails to comply with a covenant relating to Single-Family Residential Use, Affordable Housing, or sale to Qualified Homebuyers, as further detailed in Section 3.01 and in the Deed.

(f) Grantee fails to comply with the covenants detailed throughout this Agreement.

(g) Grantee becomes insolvent, is dissolved, or a voluntary or involuntary action in bankruptcy is filed by or against the Grantee.

Section 6.02. Remedies Upon Event of Default.

(a) Upon the occurrence of an event of default by the Authority and if such default remains uncured for a period of 30 days after the first occurrence of the event of default, in addition to the other rights given to the Grantee under this Agreement, the Grantee may terminate this Agreement or enforce specific performance.

(b) Upon the occurrence of an event of default by the Grantee beyond any applicable notice and cure opportunity, in addition to the other rights given the Authority under this Agreement, the Authority may exercise the Reconveyance Right created in the Deed and incorporated herein or the Authority may enforce specific performance of this Agreement, seek actual damages incurred for any such default, terminate this Agreement, and/or enforce any other remedies under the Deed. If the Authority elects to exercise its right to terminate this Agreement upon the occurrence of an event of default, it shall have no further obligation after the date of such termination to convey the Property to the Grantee.

ARTICLE VII INDEMNIFICATION AND RELEASE

Section 7.01. Indemnification.

(a) **TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE AUTHORITY, THE CITY, THE ZONE, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AND REPRESENTATIVES (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, DEMANDS, CLAIMS, SUITS, CAUSES OF ACTION, LIABILITIES, COSTS, FINES, SETTLEMENTS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, EXPERT FEES, INTEREST EXPENSES AND ATTORNEY'S FEES) (COLLECTIVELY "LOSSES"), WHETHER ARISING IN EQUITY, AT COMMON LAW, OR BY STATUTE, INCLUDING WITHOUT LIMITATION (I) THE TEXAS DECEPTIVE TRADE PRACTICES ACT OR SIMILAR STATUTES OF OTHER JURISDICTIONS, (II) THE LAW OF CONTRACTS, (III) THE LAW OF TORTS (INCLUDING WITHOUT LIMITATION NEGLIGENCE AND STRICT LIABILITY WITHOUT REGARD TO FAULT) OR (IV) THE LAW OF PROPERTY, OF EVERY KIND OR CHARACTER (INCLUDING WITHOUT LIMITATION EMOTIONAL DISTRESS), REAL OR PERSONAL PROPERTY DAMAGE (INCLUDING WITHOUT LIMITATION CITY PROPERTY), OR ECONOMIC LOSS) ARISING IN FAVOR OF OR BROUGHT BY (I) ANY OF GRANTEE'S EMPLOYEES, AGENTS, SUBCONTRACTORS, SUB-SUBCONTRACTORS, SUPPLIERS, MATERIALMEN OR REPRESENTATIVES, OR BY (II) ANY GOVERNMENTAL AUTHORITY OR BY (III) ANY OTHER THIRD PARTY CLAIMANT, (COLLECTIVELY, "INDEMNITORS") BASED UPON, IN CONNECTION WITH, RELATING TO OR ARISING OUT OF GRANTEE'S (OR ANY OF ITS CONTRACTORS', SUB-SUBCONTRACTORS', SUPPLIERS', MATERIALMENS', EMPLOYEES', OR ANY OTHER PERSON DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR FOR WHOSE ACTIONS THEY MAY BE LIABLE) ACTIONS OR INACTIONS UNDER THIS AGREEMENT, THE**

WORK, ANY BREACH OF WARRANTY MADE HEREIN BY GRANTEE, ANY FAILURE TO COMPLY WITH ANY REQUIREMENT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY INDEMNITOR'S FAILURE TO COMPLY WITH ANY APPLICABLE LAW, ANY LIENS OR ENCUMBRANCES ON THE WORK, THE PROJECT OR THE AUTHORITY'S PROPERTY ARISING OUT OF THE WORK, OR ANY INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE WORK, AND EVEN IF DUE IN PART TO ANY INDEMNIFIED PARTY'S NEGLIGENCE OR OTHER FAULT, BREACH OF CONTRACT OR WARRANTY, VIOLATION OF STATUTE, INCLUDING WITHOUT LIMITATION THE TEXAS DECEPTIVE TRADE PRACTICES ACT, OR STRICT LIABILITY WITHOUT REGARD TO FAULT.

(b) To the fullest extent permitted by law, in cases where a third party claimant's damages are caused in part by the negligence of one or more Indemnified Parties, Grantee's indemnification obligations under this ARTICLE VII shall extend to the first \$500,000.00 per occurrence of such claimant's damages.

(c) For the purposes of this ARTICLE VII, "*third party claimants*" means all parties other than Grantee or the Authority. For example, but not by way of limitation, "*third party claimants*" includes all Indemnitors (other than Grantee) as well as the City and the Zone. Grantee's indemnity obligations set forth in this ARTICLE VII shall survive the expiration or termination of this Agreement.

(d) Grantee's obligations pursuant to this ARTICLE VII shall apply regardless of the amount of insurance coverage held by Grantee, including without limitation any such coverage under any worker's compensation act, disability act, or other act or law which would limit the amount or type of damages, compensation, or benefits payable by or for Grantee, and shall not be limited by any insurance carried or provided by Grantee in accordance with this Agreement or otherwise. Grantee's obligations under this ARTICLE VII shall not be construed to negate, abridge or reduce other rights or obligations of defense or indemnity that would otherwise exist as to a party or person described in this ARTICLE VII. Grantee shall include provisions in its subcontract agreements which obligate each subcontractor to Grantee to the same extent that Grantee is obligated to the Indemnified Parties pursuant to this ARTICLE VII.

Section 7.02. Release. Grantee hereby releases the Indemnified Parties, and shall cause its Contractors, subcontractors and sub-subcontractors to release the Indemnified Parties, from all liability for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance of the Work, and EVEN IF SUCH INJURY, DEATH, DAMAGE OR LOSS IS CAUSED BY, RESULTS FROM OR ARISES OUT OF ANY INDEMNIFIED PARTY'S SOLE OR CONCURRENT NEGLIGENCE OR OTHER FAULT, BREACH OF CONTRACT OR WARRANTY, VIOLATION OF STATUTE OR STRICT LIABILITY WITHOUT REGARD TO FAULT, EXCEPT TO THE EXTENT SUCH INJURY, DEATH, DAMAGE OR LOSS IS CAUSED BY ANY INDEMNIFIED PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

Section 7.03. Other Indemnities. Other provisions in this Agreement containing indemnities shall be deemed to be cumulative of and to operate independently of the indemnities

provided above such that all indemnities provided in this Agreement shall be construed to grant indemnity to the Indemnified Parties to the fullest and broadest extent possible.

ARTICLE VIII GENERAL

Section 8.01. Inspections, Audits. The Grantee agrees to use commercially reasonable efforts during the term of this Agreement to keep such operating records as may be required by the City, the Authority, or by state and federal law or regulation. The Grantee shall allow the Authority reasonable access to documents and records in the Grantee's possession, custody or control relating to the Project that the Authority deems necessary to assist the Authority in determining the Grantee's compliance with this Agreement. Grantee shall allow the Authority reasonable access to the Project to conduct visual inspections of the Project. All inspections will be made only after giving the Grantee notice at least 24 hours in advance thereof.

Section 8.02. Grantee Operations and Employees. All personnel supplied or used by the Grantee in the performance of this Agreement shall be deemed contractors or subcontractors of the Grantee and will not be considered employees, agents, contractors or subcontractors of the Authority for any purpose whatsoever. The Grantee shall be solely responsible for the compensation of all such contractors and subcontractors.

Section 8.03. Dispute Resolution.

(a) In the event of any claim, dispute or controversy arising out of or relating to this Agreement (whether such claim, dispute or controversy is allegedly extra-contractual in nature, whether such claim, dispute or controversy arises under the law of torts, contracts, property, or otherwise, or at law or in equity, or under state or federal laws, or by statute or common law, or seeks damages or any other relief) which the Parties have been unable to settle or agree upon within a period of thirty (30) days after the dispute or disagreement arises, each Party shall nominate a senior officer of its management to meet at a mutually agreed time and place not later than forty-five (45) days after the dispute or disagreement has arisen to attempt to resolve such dispute or disagreement. Should a resolution of such dispute or disagreement not be obtained within fifteen (15) days after the meeting of senior officers for such purpose, either Party may then by written notice to the other submit the dispute to non-binding mediation in accordance with this Section.

(b) In the event that the Parties are unable to resolve any disputes in accordance with Section 8.03(a), either Party may, by written notice to the other submit the dispute to non-binding mediation before a mutually agreed-upon mediator. If the Parties are unable to agree upon a mediator within twenty (20) days after the written notice of submission to mediation, the American Arbitration Association shall be empowered to appoint a qualified mediator. If the dispute is technical in nature, the mediator appointed by the American Arbitration Association shall be qualified by at least ten (10) years' experience in construction, engineering, and/or architecture. The mediation shall be conducted within thirty (30) days of the selection or appointment of the mediator, as applicable. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held at a mutually agreeable location in Houston, Texas. If the Parties are unable to agree upon a location, the mediation shall be held at the

offices of the American Arbitration Association in Houston, Texas. Participation in non-binding mediation in accordance with this Section shall be a condition precedent to Grantee having the right to file any legal or equitable action against the Authority.

(c) Subject to Grantee's obligation to comply with the requirements of the foregoing subsections as a condition precedent to Grantee having any right to file any legal or equitable action against the Authority, for purposes of all legal or equitable proceedings arising out of, relating to or connected with this Agreement, Grantee hereby agrees that this Agreement is performable in whole or in part in Houston, Harris County, Texas and hereby submits to the jurisdiction of the state courts within Harris County, and agrees that such jurisdiction shall be exclusive with respect to any such proceeding filed by Grantee. Grantee hereby irrevocably waives any claim which it may now or hereafter have that any such proceeding brought in any state court in Harris County has been brought in an inconvenient forum. With respect to any proceeding filed by the Authority, Grantee hereby expressly, clearly and unequivocally agrees that the Authority has the right to choose the forum in which any legal or equitable proceeding arising out of, relating to or connected with this Agreement shall be heard. Grantee hereby irrevocably waives its right to remove any such proceeding to any federal court should the Authority choose to bring any proceeding in any state court of Texas.

(d) Grantee shall, or shall cause a third party to, carry on the work on the Project in order to adhere to the requirements of Section 3.03 of this Agreement during all disputes or disagreements with the Authority. Work on the Project shall not be delayed or postponed pending resolution of any disputes or disagreements, except as the Authority and Grantee may otherwise agree in writing.

Section 8.04. Personal Liability of Public Officials. To the extent permitted by State law, no director, officer, employee or agent of the Authority or the City shall be personally responsible for any liability arising under or growing out of this Agreement.

Section 8.05. Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic transmission confirmed by mailing written confirmation at substantially the same time as such electronic transmission, or personally delivered to an officer of the receiving party at the following addresses:

Grantee: Houston Habitat for Humanity, Inc.
3750 N. McCarty Street
Houston, Texas 77029
Attention: Executive Director
Email: ahay@houstonhabitat.org

Authority: Midtown Redevelopment Authority
410 Pierce Street, Suite 355
Houston, Texas 77002-8722
Attention: Executive Director
Email: mthibodeaux@midtownhouston.com

with a copy to:

Bracewell LLP
711 Louisiana Street, Suite 2300
Houston, Texas 77002
Attention: Mary Buzak
Email: mary.buzak@bracewell.com

and

Burney & Foreman
5445 Almeda Road, Suite 400
Houston, Texas 77004
Attention: Peggy Foreman
Email: pforeman@burneyandforman.com

Each party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when so mailed, any notice so sent by electronic transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when received for by, or actually received by the Zone, the Authority or the Grantee, as the case may be.

Section 8.06. Amendments. This Agreement may be amended, supplemented and/or modified only in a writing signed by representatives of each Party and upon ratification thereof by the Authority Board.

Section 8.07. Waivers. No waiver of any provision of this Agreement shall be of any force or effect unless such waiver is in writing, expressly stating to be a waiver of a specified provision of this Agreement and signed by the Party to be bound thereby. Either Party's waiver of any breach or failure to enforce any of the provisions of this Agreement, at any time, shall not in any way limit or waive that Party's right thereafter to enforce or compel strict compliance with this Agreement or any portion or provision or right under this Agreement.

Section 8.08. Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement.

Section 8.09. Successors and Assigns. All covenants and agreements by or on behalf of the Authority and the Zone contained in this Agreement shall bind their successors and assigns and shall inure to the benefit of the Grantee and its successors and assigns. The Grantee may **not** assign its rights and obligations under this Agreement or any interest herein, without the prior written consent of the Authority. If any rights and/or obligations are assigned, any such assignee must specifically assume all of the obligations of the Grantee hereunder. If such assignment of the obligations by the Grantee hereunder is effective, the Grantee shall be deemed released from such obligations. If any assignment of the obligations by the Grantee hereunder is deemed ineffective or invalid, the Grantee shall remain liable hereunder.

Section 8.10. Exhibits; Titles of Articles, Sections and Subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

Section 8.11. Construction/Governing Law. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, as such laws are now in effect.

Section 8.12. Waiver of Consequential Damages. Grantee waives any and all claims it may now or hereafter have against the Authority or the Zone for consequential, special, incidental or indirect losses or damages arising out of or relating to this Agreement or the Project, WHETHER ARISING UNDER THE LAW OF CONTRACTS, TORTS (INCLUDING WITHOUT LIMITATION, NEGLIGENCE OF EVERY KIND AND STRICT LIABILITY WITHOUT REGARD TO FAULT) OR PROPERTY OR AT COMMON LAW OR IN EQUITY, VIOLATION OF STATUTE (INCLUDING WITHOUT LIMITATION, THE TEXAS DECEPTIVE TRADE PRACTICES ACT OR SIMILAR STATUTE OR ANY OTHER JURISDICTION) OR OTHERWISE. Furthermore, this waiver includes, but is not limited to, damages incurred by Grantee for principal office expenses including without limitation the compensation of personnel stationed there, for losses of financing, business, reputation, and loss of profit. This waiver is applicable, without limitation, to all consequential, special, incidental or indirect losses or damages arising out of any termination pursuant to Article VI.

Section 8.13. Entire Agreement. **THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

Section 8.14. Term. This Agreement shall be in force and effect from the Effective Date for a term expiring twelve (12) months after the occurrence of the following events: (i) completion of construction of the Project and (ii) the closing of the sale of all single-family residences on the Property to Qualified Homebuyers.

Section 8.15. Memorandum of Agreement. The parties agree that they will, at the request of any party, promptly execute an instrument in recordable form constituting a memorandum of this Agreement, which shall be filed for record in the Official Public Records of Real Property of Harris County, Texas, solely to give record notice of the existence of this Agreement. No such memorandum shall in any way vary, modify or supersede this Agreement.

Section 8.16. Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties, the parties agree that such approval or consent shall not be unreasonably withheld or delayed.

Section 8.17. Survivability. Notwithstanding any termination or expiration of this Agreement, the obligations of the Grantee which are intended by their nature to survive such expiration or termination, including without limitation those set forth in ARTICLE VII (INDEMNIFICATION AND RELEASE); Section 8.01 (Inspections, Audits), with respect to documents and records in the Grantee's possession, custody or control relating to the Project; Section 8.07 (Waivers); Section 8.08 (Invalidity); Section 8.12 (Waiver of Consequential Damages); and this Section 8.17 of this Agreement, shall survive for the maximum duration of time allowed by law.

DRAFT

IN WITNESS WHEREOF, the Authority and the Grantee have made and executed this Agreement in multiple copies, each of which is an original, and all of which shall together constitute but one and the same instrument, to become effective as of the Effective Date. The Authority and the Grantee hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to a scanned signature page, will be as good, binding, and effective as an original signature.

**MIDTOWN REDEVELOPMENT
AUTHORITY**

**HOUSTON HABITAT FOR
HUMANITY, INC.**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST:

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**REINVESTMENT ZONE NUMBER TWO,
CITY OF HOUSTON, TEXAS**

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Exhibit A

to

Grant Agreement

Project Specifications

<u>Tract</u>	<u>Address</u>	<u>Lot Size</u>	<u>Floor Plan</u>	<u>Total Square Footage</u>	<u>Gross Living Area</u>	<u>Bedrooms</u>	<u>Bathrooms</u>	<u>Garage</u>	<u>Maximum Sale Price</u>	<u>Recapture Amount¹</u>
1	3318 Webster Street	3998.45	Hart 3	1,623	1,106	3	2	1	\$188,998	
2	3428 Webster Street	3987.15	Hart 3	1,623	1,106	3	2	1	\$188,998	
3	3411 Hadley Street	4018.47	Hart 3	1,623	1,106	3	2	1	\$188,998	
4	3319 Webster Street	4027.37	Hart 3	1,623	1,106	3	2	1	\$188,998	
5	3201 McIlhenny Street	5000.00	Hart 3	1,623	1,106	3	2	1	\$188,998	
6	3423 Hadley Street	4023.84	Hart 3	1,623	1,106	3	2	1	\$188,998	
7	3202 McIlhenny Street	5032.31	Hart 3	1,623	1,106	3	2	1	\$188,998	
8	0 Webster Street	3978.09	Hart 3	1,623	1,106	3	2	1	\$188,998	
9	3234 Bremond Street	4973.58	Hart 3	1,623	1,106	3	2	1	\$188,998	
10	3407 Webster Street	4018.8	Hart 3	1,623	1,106	3	2	1	\$188,998	
11	3335 McIlhenny Street	4000.44	Hart 3	1,623	1,106	3	2	1	\$188,998	

¹ Recapture Amounts to be inserted prior to conveyance of the Property.

12	3318 Bremond Street	4994.18	Hart 3	1,623	1,106	3	2	1	\$188,998
13	3406 Hadley Street	4083.74	Hart 3	1,623	1,106	3	2	1	\$188,998
14	3229 Bremond Street	5021.24	Hart 2	1,400	956	2	2	1	\$175,000
15	3318 Hadley Street	3992.69	Hart 2	1,400	956	2	2	1	\$175,000
16	3411 Webster Street	4599.26	Hart 2	1,400	956	2	2	1	\$175,000
17	3415 Hadley Street	4031.43	Hart 2	1,400	956	2	2	1	\$175,000

Each single-family home will have the following design features: SEE ATTACHED.

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.

Exhibit B
to
Grant Agreement

UNIMPROVED PROPERTY CONTRACT

1. **PARTIES:** The parties to this contract are MIDTOWN REDEVELOPMENT AUTHORITY, a Texas not-for-profit local government corporation (Seller) and _____ (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
2. **PROPERTY:** Those certain tracts of land identified and described on **Exhibit A** attached hereto, and consisting of approximately _____ square feet, together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the Property). Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.
3. **SALES PRICE:**
- A. Cash portion of Sales Price payable by Buyer at closing \$ _____
- B. Sum of all financing described below (excluding any loan funding fee or mortgage insurance premium) \$ _____
- C. Sales Price (Sum of A and B) \$ _____
- D. The Sales Price will be adjusted based on the latest survey obtained under Paragraph 6C. The Sales Price is calculated on the basis of \$ ___n/a___ per square foot of total area. "Total area" means the total land area within the perimeter boundaries of the Property. If the Sales Price is adjusted by more than 5% of the stated Sales Price, either party may terminate this contract by providing written notice to the other party within 10 days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the Sales Price automatically will be made to the cash portion of the Sales Price payable by Buyer without the necessity of an amendment to this contract.
4. **FINANCING:** The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes below)
- A. **THIRD PARTY FINANCING:** One or more third party mortgage loans in the total amount of \$ _____ (excluding any loan funding fee or mortgage insurance premium).
- (1) **Property Approval:** If the Property does not satisfy the lenders' underwriting requirements for the loan(s) (including, but not limited to appraisal, insurability and lender required repairs), Buyer may terminate this contract by giving notice to Seller prior to closing and the earnest money will be refunded to Buyer.

Initialed for identification by Buyer _____ and Seller _____

(2) Credit Approval: (Check one box only)

- (a) This contract is subject to Buyer being approved for the financing described in the attached Third Party Financing Addendum for Credit Approval.
- (b) This contract is not subject to Buyer being approved for financing and does not involve FHA or VA financing.

B. ASSUMPTION: The assumption of the unpaid principal balance of one or more promissory notes described in the attached Texas Real Estate Commission (TREC) Loan Assumption Addendum.

C. SELLER FINANCING: A deferred payment promissory note from Buyer to Seller of \$_____, secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance.

5. **EARNEST MONEY:** Within 3 days after the Effective Date of this contract, Buyer must deliver \$500.00 as earnest money to Thomas Hartman as escrow agent, at Old Republic National Title Insurance Company, 1225 North Loop West, Suite 750, Houston, Texas 77008. Buyer shall deliver additional earnest money of \$ n/a to the escrow agent within n/a days after the Effective Date of this contract. If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers earnest money. If the last day to deliver the earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday. **Time is of the essence for this paragraph.** References in this contract to the "**Effective Date**" of this contract shall mean and refer to the date the escrow agent receipts this contract after execution by all parties.

6. **TITLE POLICY AND SURVEY:**

A. TITLE POLICY: Seller shall furnish to Buyer at Seller's Buyer's expense an owner policy of title insurance (Title Policy) issued by Old Republic National Title Insurance Company (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (1) 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 the Property.
- (2) The standard printed exception for standby fees, taxes and assessments.
- (3) Liens created as part of the financing described in Paragraph 4.
- (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
- (5) Visible and apparent easements and other matters not appearing of record, but that are depicted on the survey of the Property and described in the Commitment (hereafter defined).

- (6) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
- (7) The standard printed exception as to marital rights.
- (8) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (9) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. Buyer, at Buyer's expense, may have this exception amended to read "shortages in area."
- (10) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. COMMITMENT: Within 20 days after the Effective Date of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- (1) Within 14 days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit) **If Seller fails to furnish the existing survey or affidavit within the time prescribed, or** if the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
- (2) Within 30 days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense; provided however, if the period of time for delivery of the Commitment and Exception Documents is extended pursuant to Paragraph 6.B., the period of time for obtaining the survey shall be extended for the same period of time. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- (3) Within n/a days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (8) above; or disclosed in the Commitment other than items 6A(1) through (10) above; (ii) any portion of the Property lying in a special flood

hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions or restrictions which prohibit or impair the following use or activity: development, use and occupancy of the Property for affordable housing, as defined by the United States Department of Housing and Urban Development.

Buyer must object the earlier of (i) the Closing Date or (ii) 10 days after Buyer receives the Commitment, Exception Documents, and the survey; provided however, if the Commitment, Exception Documents and survey are not delivered to Buyer until the Closing Date, the time for Buyer to object to the same will be automatically extended to 10 days after the Closing Date and the Closing Date will be extended for the period of time for such objections to be made and Seller's cure of such objections as provided below. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Buyer is advised to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) MEMBERSHIP IN PROPERTY OWNERS' ASSOCIATION(S): The Property is is not subject to mandatory membership in a property owners' association(s). If the Property is subject to mandatory membership in a property owners' association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners' association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners' association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a

party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners' Association should be used.

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the 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 the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer 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. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. The Property shall be restored substantially to its present condition after any such inspections, surveys or tests at Buyer's sole expense. **Buyer hereby indemnifies and holds Seller harmless from any claims, costs, expenses, attorney's fees, bodily injuries, accidents or damage and shall repair any physical damage, to or on the Property caused by Buyer or Buyer's inspections, tests or surveys. Buyer's covenants pursuant to this Section 7.A. shall survive the Closing or any termination of this contract.**

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: (Check one box only)

- (1) Buyer accepts the Property in its present condition.
- (2) Buyer accepts the Property in its present condition provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____
_____. (Do not insert general phrases, such as "subject to inspections," that do not identify specific repairs.)

NOTICE TO BUYER AND SELLER: Buyer's agreement to accept the Property in its present condition under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

C. COMPLETION OF REPAIRS: Unless otherwise agreed in writing, Seller shall not complete any repairs prior to the Closing Date. All required permits must be obtained, and repairs and treatments, if any, must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 15 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. During the Option Period, Buyer and Buyer's agents shall have access to the Property to conduct

such tests, assessments and inspections as Buyer deems necessary with respect to environmental matters.

E. **SELLER'S DISCLOSURES:** Except as otherwise disclosed in this contract, Seller has no knowledge of the following:

- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
- (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) any environmental hazards that materially and adversely affect the Property;
- (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
- (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
- (6) any threatened or endangered species or their habitat affecting the Property.

Seller's knowledge shall mean the current actual knowledge of Matt Thibodeaux, Seller's Executive Director, after performing reasonable inspections of Seller's files regarding the Property, but with no further inspections, investigations or inquiries.

8. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements. NONE

9. **CLOSING:**

A. The closing of the sale will be on or before 60 days after the Effective Date of this contract, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a special warranty deed conveying title to the Property to Buyer substantially in the form and content substantially similar to the Special Warranty Deed attached hereto as **Exhibit B** and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy and any documents required or described in Paragraph 11. Special Provisions.
- (4) There shall be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer, and assumed loans will not be in default.

- (5) If the Property is subject to a lease which will be assumed by Buyer, Seller shall (i) deliver to Buyer the lease(s) and the move-in condition form signed by the tenant, if any, and (ii) transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has received the security deposit and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. SPECIAL PROVISIONS:

A. Within 14 days after the Effective Date of this contract, Seller shall deliver to Buyer copies of the following items, to the extent that the items are in Seller's possession or are readily available to Seller: (1) all leases pertaining to the Property, including all modifications thereto; (2) all licenses and permits related to the Property; (3) utility capacity letters from the Property's water and sewer service provider; (4) all previous environmental assessments or studies; and (5) all surveys and plats of the Property.

B. The Property, and any improvements constructed on the Property, shall (i) be solely used to provide Affordable Housing for a period of not less than the Affordability Period as defined in the Form of Special Warranty Deed attached hereto as Exhibit B and (ii) comply with the Project Specifications, attached to the Form of Special Warranty Deed as Appendix B. The restrictions contained in (i) and (ii) of this sub-paragraph B, (collectively the "Restrictions") shall run with the Property, shall be binding on the Buyer, its successors and assigns for the term of the Restrictions, and shall inure to the benefit of the Seller, its successors and assigns for the term of the Restrictions.

C. Buyer may not assign this contract without the written consent of Seller.

D. Buyer, at Buyer's expense, may conduct a Phase I environmental assessment of the Property and any other tests, inspections or assessments related to environmental matters of the Property (collectively, the Phase I) during the Option Period and as provided in Paragraphs 7.A and 7.D. If Buyer gives Seller written notice of termination of this contract based on matters disclosed in the Phase I or other environmental tests, inspections or assessments of the Property, Buyer shall provide Seller with a copy of the Phase I with the written notice of termination.

E. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY HEREIN, BUYER SHALL PAY ALL CLOSING COSTS.

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$ n/a to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas

Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; adjusted origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; owner title policy and any endorsements or modifications thereto, loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; escrow fees; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year. Obligations imposed by this paragraph will survive closing.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in Assessments for periods prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer or (b) accept the Property in its damaged condition without reduction to the Sales Price.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default after the expiration of 10 days' notice and opportunity to cure, and Seller then may (a) seek such relief as may be provided at law or in equity or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default after the expiration of 10 days' notice and opportunity to cure, and Buyer then may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this

contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. **ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. **ESCROW:**

A. **ESCROW:** The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.

B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.

D. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back-up offers.

20. **FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by the Internal Revenue Code and regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by electronic transmission as follows and to the attorney representing each party, if any, designated in Paragraph 25:

To Buyer at:

Telephone: () _____

E-mail: _____

To Seller at:

410 Pierce St., Suite 355
Houston, Texas 77002

Telephone: (713) 526-7577 _____

Email: mthibodeaux@midtownhouston.com

kschramm@midtownhouston.com

22. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|--|---|
| <input type="checkbox"/> Third Party Financing Addendum for Credit Approval | <input type="checkbox"/> Addendum for "Back-Up" Contract |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Addendum for Coastal Area Property |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners' Association | <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Seller's Temporary Residential Lease | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input type="checkbox"/> Addendum for Sale of Other Property by Buyer |
| | <input checked="" type="checkbox"/> Other (list): Form of Special Warranty Deed. |

23. **TERMINATION OPTION:** For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$100.00 (Option Fee) within 3 days after the Effective Date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 15 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If no dollar amount is stated as the option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination under this Paragraph 23 within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee will will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

Contract Concerning _____
(Address of Property)

24. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts this offer by 5:00 p.m. Central Standard Time on _____, the offer will lapse and become null and void.

25. CONSULT AN ATTORNEY: TREC rules prohibit real estate licensees from giving legal advice. READ THIS CONTRACT CAREFULLY. If you do not understand the effect of this contract, consult an attorney BEFORE signing.

Buyer's Attorney is:

Telephone: () _____

E-mail: _____

Seller's Attorney is:

Mary Buzak
Bracewell LLP
711 Louisiana Street, Suite 2300
Houston, Texas 77002

Telephone (713) 221-1153

Email: mary.buzak@bracewell.com

EXECUTED the _____ day of _____, 20_____.

BUYER:

By: _____

Name: _____

Title: _____

SELLER:

Midtown Redevelopment Authority

By: _____

Name: _____

Title: _____

Contract Concerning _____
(Address of Property)

CONTRACT AND EARNEST MONEY RECEIPT

Receipt of Contract and \$ _____ Earnest Money in the form of _____ is acknowledged.

Title Company: Old Republic National Title Insurance Company

Date: _____

By: _____
Thomas Hartman, Escrow Agent/Officer

Email Address: _____

Address: 1225 North Loop West, Suite 750

Telephone: 713-766-7192

Houston Texas 77008
City State Zip

DRAFT

Initialed for identification by Buyer _____ and Seller _____

Exhibit A
to
Unimproved Property Contract

Property Description

[See attached Exhibit D to the Grant Agreement]

DRAFT

Exhibit B

to

Unimproved Property Contract

Form of Special Warranty Deed

[See attached Exhibit C to the Grant Agreement]

DRAFT

Exhibit C
to
Grant Agreement

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 §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

THAT MIDTOWN REDEVELOPMENT AUTHORITY, a Texas public not for profit local government corporation ("**Grantor**"), 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 HOUSTON HABITAT FOR HUMANITY, INC., a Texas non-profit corporation ("**Grantee**" or "**Developer**"), whose address is 3750 N. McCarty Street, Houston, Texas 77029, those certain tracts or parcels of land in Harris County, Texas, more particularly described in **Appendix A** attached hereto and incorporated herein by this reference, together with all improvements thereon and all rights and interests appurtenant thereto (each such tract of land, improvements, rights and interests is hereinafter individually referred to as a "**Tract**" and the Tracts are collectively referred to as the "**Property**").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to all matters of record in the Office of the County Clerk of Harris County, Texas, and all matters that a true and correct on-the-ground survey of the Property would reveal, to the extent the same are validly existing and applicable to the Property (hereinafter referred to collectively as the "**Permitted Encumbrances**").

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 Special Warranty Deed shall have the following meanings:

"Affordable Housing" means

- (i) housing that is for purchase by a family if the housing has an initial purchase price that does not exceed ninety-five percent (95%) of the median purchase price for the type of single-family housing (1 to 4 family residence, condominium unit, cooperative unit, combination manufactured home and lot, or manufactured home lot) for the City of Houston as determined by the United States Department of Housing and Urban Development ("**HUD**") and has an estimated appraised value at acquisition, if standard, or after any repair needed to meet property standards set out in 24 CFR 92.251, that does not exceed ninety-five percent (95%) of the median purchase price described above;

- (ii) housing that is the principal residence of an owner whose family qualifies as a Very Low or Low Income Family at the time of purchase; and
- (iii) housing in which a Qualified Homebuyer is paying no more than thirty-three percent (33%) of gross income for total mortgage principal, interest, taxes and insurance at the time of purchase; and
- (iv) housing that is subject, for the Affordability Period, to restrictions or recapture provisions as provided in the Restrictions herein.

“**Affordability Period**” means the minimum period of time during which a Qualified Homebuyer must own and occupy a particular single-family residence built on the Property (“**Affordable Housing Unit**”) as his/her/their principal residence, which period shall be:

- (i) twenty (20) years commencing on the first date that the Qualified Homebuyer occupies the Affordable Housing Unit as his/her/their principal residence, provided, however, that if the Qualified Homebuyer receives federal HOME Program assistance in an amount over \$40,000.00, then the Affordability Period shall be twenty-five (25) years; unless,
- (ii) 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.

“**Low Income Family**” means a family whose annual income exceeds 50% but does not exceed 80% of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller and larger families.

“**Qualified Homebuyer**” means:

- (i) a Very Low Income Family; or
- (ii) a Low Income Family.

“**Very Low Income Family**” means a family whose annual income does not exceed 50% of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller and larger families.

“**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 Special Warranty Deed and the conveyance hereinabove set forth, this Special Warranty 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:

(a) The Property, and any improvements constructed on the Property, shall (i) be used exclusively to provide Affordable Housing for a period of not less than the Affordability Period as defined in this Special Warranty Deed, (ii) be owned and occupied by a Qualified Homebuyer at all times during the Affordability Period, (iii) not be used as a rental house, lodging house, rooming house, hotel, “bed and breakfast,” listed on AIRBNB or other similar listing services for short-term or long-term lease or rental or for any commercial, business or professional purpose, and (iv) comply with the Project Specifications, attached hereto as **Appendix B**.

(b) Any holder of a first lien deed of trust on a Tract owned by a Qualified Homebuyer (a “**First Lien Deed of Trust**”) shall provide Grantor with: (i) 30 days written notice prior to pursuing remedies and/or foreclosure pursuant to its First Lien Deed of Trust; (ii) the opportunity to cure any defaults under the subject First Lien Deed of Trust; and/or (iii) the right and opportunity to purchase the indebtedness secured by the subject First Lien Deed of Trust and all liens securing the same including the subject First Lien Deed of Trust.

The Restrictions shall run with the Property, shall be binding on Grantee, its successors and assigns for the term of the Restrictions, and shall inure to the benefit of Grantor, its successors and assigns for the term of the Restrictions.

3. Covenants Running with the Land. All of the agreements, conditions, and restrictions contained in this Special Warranty 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 portion of the Property and the Grantor and its successors and assigns (the “**Benefitted Party(ies)**”).

4. Reconveyance Right. If at any time during the Affordability Period, a Tract is not being used in compliance with the Restrictions, Grantor reserves and shall have the right (the “**Reconveyance Right**”), but not the obligation, to require Grantee or its successors and assigns to reconvey the Tract (together with all improvements thereon and appurtenances thereto) to Grantor. Closing upon such reconveyance transaction shall be completed within 30 days from the date of Grantor’s notice to Grantee or its successors and assigns of its election to exercise its Reconveyance Right. The Tract shall be reconveyed by Grantee or its successors and assigns free and clear of any and all monetary liens and any other exceptions to title other than the Permitted Encumbrances and such other encumbrances to title that are reasonably acceptable to Grantor. This Reconveyance Right shall automatically terminate upon the expiration of the term of the Restrictions. This Reconveyance Right shall be subordinate to the rights of any holder of a First Lien Deed of Trust on the Tract provided such holder of a First Lien Deed of Trust shall provide Grantor with: (i) 30 days written notice prior to pursuing remedies and/or foreclosure pursuant to its First Lien Deed of Trust; (ii) the opportunity to cure any defaults under the subject First Lien Deed of Trust; and (iii) the right and opportunity to purchase the indebtedness secured by the subject First Lien Deed of Trust and all liens securing the same including the subject First Lien Deed of Trust prior to the day of foreclosure.

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 any Tract (together with all improvements thereon and appurtenances thereto) either voluntarily or involuntarily to a party other than the initial Qualified Homebuyer (the “**Third Party Purchaser**”), Grantor shall recapture from the available net proceeds of such sale an amount equal to the amount denoted as the “**Recapture Amount**” for such Tract in the table attached hereto as Appendix B. Within 14 business days of receipt of the Recapture Amount, Grantor shall release the Restrictions imposed hereunder. The obligations established under this Special Warranty Deed shall be secured by a Promissory Note and Deed of Trust for the benefit of the Grantor. 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 immediate successors in title to the Property (“**Successors**”) desires to sell all or a portion of the Property (together with all improvements thereon and appurtenances thereto) to a Third Party Purchaser (as defined herein), Grantee or its Successors 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 (each, a “**Proposed Sale Notice**”). The Grantor shall have thirty (30) days to notify Grantee or Successors whether Grantor will exercise its option to purchase the Property (or the applicable

portion thereof) at fair market value but otherwise upon 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 Grantee or its Successors (the "Conditions"). If Grantor delivers written notice to Grantee or Successors within such thirty (30) day period that Grantor elects to exercise its option, then Grantee or its Successors shall sell the Property (or the applicable portion thereof) to Grantor at fair market value and under the Conditions. If Grantor fails to deliver written notice to Grantee or Successors within such thirty (30) day period, then Grantor shall be deemed to have elected not to exercise its right of first refusal and its right of first refusal shall be deemed void and of no further force and effect so long as the Property (or the applicable portion thereof) is sold within sixty (60) days (which may be extended for an additional thirty (30) days with the approval of Grantor's Executive Director) at the same sales price and upon the same conditions as set forth in the Proposed Sale Notice. 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. Grantee and its Successors shall be bound by the terms and conditions of this Right of First Refusal for each and every new, bona fide offer received by Grantee or its Successors to purchase all or any portion of the Property following such sixty (60) day period (as may be extended for an additional thirty (30) days with the approval of Grantor's Executive Director). Notices required by this Section shall be given in accordance with the provisions of Section 12 hereof.

7. Attorneys' 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 the Restrictions set forth in this Special Warranty Deed, or any default hereunder, 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 attorneys' 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. Injunctive Relief. In the event of any violation or threatened violation by any person of any of the terms, restrictions, or conditions of this Special Warranty Deed, any of the Benefitted Parties shall have the right to seek an injunction to enjoin such violation or threatened violation in a court of competent jurisdiction.

10. Waiver of Default. No waiver of any violation of the Restrictions shall be implied from any omission by any Benefitted 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 Property, their respective Mortgagees, if any, and the Grantor. Except as otherwise provided herein, any termination of the Restrictions will require the prior written consent of all owners of the Property, their respective Mortgagees, if any, and the Grantor. Each of such owners will provide the name and address of applicable Mortgagees upon receipt of a written request therefor from any owner seeking to amend the Restrictions. As used in the Restrictions, the term "Mortgagee" means the trustee and beneficiary

under a Mortgage, and the term "**Mortgage**" means any deed of trust encumbering all or any portion of the Property.

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:

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

[Execution Page to Follow]

EXECUTED this the ____ day of _____, 20__.

“GRANTOR”

MIDTOWN REDEVELOPMENT
AUTHORITY, a Texas public not for 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 not for profit local government corporation, on behalf of said entity.

Notary Public in and for the State of Texas

[SEAL]

Grantee's Acceptance of Special Warranty Deed

Grantee accepts this Special Warranty 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 Special Warranty 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”

HOUSTON HABITAT FOR HUMANITY, INC., a Texas non-profit corporation

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this ____ day of _____, 20__, by _____, _____ of Houston Habitat for Humanity, Inc., a Texas non-profit corporation, on behalf of said entity.

Notary Public in and for the State of Texas

[SEAL]

Appendix A
to
Special Warranty Deed

Property Description

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Appendix B*to**Special Warranty Deed*

Project Specifications

<u>Tract</u>	<u>Address</u>	<u>Lot Size</u>	<u>Floor Plan</u>	<u>Total Square Footage</u>	<u>Gross Living Area</u>	<u>Bedrooms</u>	<u>Bathrooms</u>	<u>Garage</u>	<u>Maximum Sale Price</u>	<u>Recapture Amount²</u>
1	3318 Webster Street	3998.45	Hart 3	1,623	1,106	3	2	1	\$188,998	
2	3428 Webster Street	3987.15	Hart 3	1,623	1,106	3	2	1	\$188,998	
3	3411 Hadley Street	4018.47	Hart 3	1,623	1,106	3	2	1	\$188,998	
4	3319 Webster Street	4027.37	Hart 3	1,623	1,106	3	2	1	\$188,998	
5	3201 McIlhenny Street	5000.00	Hart 3	1,623	1,106	3	2	1	\$188,998	
6	3423 Hadley Street	4023.84	Hart 3	1,623	1,106	3	2	1	\$188,998	
7	3202 McIlhenny Street	5032.31	Hart 3	1,623	1,106	3	2	1	\$188,998	
8	0 Webster Street	3978.09	Hart 3	1,623	1,106	3	2	1	\$188,998	
9	3234 Bremond Street	4973.58	Hart 3	1,623	1,106	3	2	1	\$188,998	
10	3407 Webster Street	4018.8	Hart 3	1,623	1,106	3	2	1	\$188,998	

² Recapture Amounts to be inserted prior to conveyance of the Property.

11	3335 McIlhenny Street	4000.44	Hart 3	1,623	1,106	3	2	1	\$188,998	
12	3318 Bremond Street	4994.18	Hart 3	1,623	1,106	3	2	1	\$188,998	
13	3406 Hadley Street	4083.74	Hart 3	1,623	1,106	3	2	1	\$188,998	
14	3229 Bremond Street	5021.24	Hart 2	1,400	956	2	2	1	\$175,000	
15	3318 Hadley Street	3992.69	Hart 2	1,400	956	2	2	1	\$175,000	
16	3411 Webster Street	4599.26	Hart 2	1,400	956	2	2	1	\$175,000	
17	3415 Hadley Street	4031.43	Hart 2	1,400	956	2	2	1	\$175,000	

Each single-family home will have the following design features: SEE ATTACHED.

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.

Exhibit D

to
Grant Agreement

Description of Property Being Granted to Grantee**Tract 1: 3318 Webster Street, Houston, Texas 77004** (HCAD #0513120000005)

Lot Five (5), in Block Two (2), of Prairie Home Addition, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 484, Page 408, of the Deed Records of Harris County, Texas.

Tract 2: 3428 Webster Street, Houston, Texas 77004 (HCAD #0513150000009)

Lot Nine (9), in Block Five (5), Prairie Home Addition, an Addition to the City of Houston, Harris County, Texas, according to the map or plat thereof recorded in Volume 484, Page 408, of the Deed Records of Harris County, Texas.

Tract 3: 3411 Hadley Street, Houston, Texas 77004 (HCAD #0513150000014)

Lot 14, Block 5, of PRAIRIE HOMES, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 484, Page 408, of the Deed Records of Harris County, Texas.

Tract 4: 3319 Webster Street, Houston, Texas 77004 (HCAD #0513110000016)

Lot Sixteen (16), in Block One (1) of Prairie Home Addition, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 484, Page 408 of the Deed Records of Harris County, Texas.

Tract 5: 3201 McIlhenny Street, Houston, Texas 77004 (HCAD #0372120000006)

Lot Six (6), in Block Two (2) of William A. Wilson Realty Company, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 2, Page 2, of the Map Records of Harris County, Texas.

Tract 6: 3423 Hadley Street, Houston, Texas 77004 (HCAD #0513150000018)

Lot Eighteen (18), in Block Five (5), of Prairie Home Addition, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 484, Page 408, of the Deed Records of Harris County, Texas.

Tract 7: 3202 McIlhenny Street, Houston, Texas 77004 (HCAD #0372210000005)

Lot Five (5), in Block Eleven (11) of William A. Wilson Addition, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 2, Page 2, of the Map Records of Harris County, Texas.

Tract 8: 0 Webster Street, Houston, Texas 77004 (HCAD #0513150000007)

Lot Seven (7), in Block Five (5), of Prairie Home Addition, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 484, Page 408, of the Deed Records of Harris County, Texas.

Tract 9: 3234 Bremond Street, Houston, Texas 77004 (HCAD #05372240000002)

Lot Two (2), in Block Fourteen (14) of William A. Wilson Realty Company's Subdivision, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 2 , Page 2 of the Map Records of Harris County, Texas

Tract 10: 3407 Webster Street, Houston, Texas 77004 (HCAD #0513140000007)

Lot Seven (7), in Block Four (4), of Prairie Home Addition, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 484, Page 408, of the Deed Records of Harris County, Texas.

Tract 11: 3335 McIlhenny Street, Houston, Texas 77004 (HCAD #0513130000011)

Lot Eleven (11), in Block Three (3), of Prairie Home, an addition in Harris County, Texas, according to the map or plat thereof, recorded in Volume 484, Page 408, of the Deed Records of Harris County, Texas.

Tract 12: 3318 Bremond Street, Houston, Texas 77004 (HCAD #0372590000007)

Lot Seven (7), in Block Forty-nine (49), of William A. Wilson Company Subdivision of Lots 2, 3 and 4 of Tierwester, an addition in Harris County, Texas, according to the map or plat thereof, recorded in Volume 3, Page 67, of the Map Records of Harris County, Texas.

Tract 13: 3406 Hadley Street, Houston, Texas 77004 (HCAD #0513160000002)

Lot Two (2), in Block Six (6), of Prairie Home Addition, an addition in Harris County, Texas, according to the map or plat thereof, recorded in Volume 484, Page 408, of the Deed Records of Harris County, Texas.

Tract 14: 3229 Bremond Street, Houston, Texas 77004 (HCAD #0372210000008)

Lot Eight (8), in Block Eleven (11), of William A. Wilson Realty Company's Subdivision, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 2, Page 2, of the Map Records of Harris County, Texas.

Tract 15: 3318 Hadley Street, Houston, Texas 77004 (HCAD #0513130000005)

Lot Five (5), in Block Three (3), of Prairie Home, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 484, Page 408, of the Deed Records of Harris County, Texas.

Tract 16: 3411 Webster Street, Houston, Texas 77004 (HCAD #0513140000008)

STATE OF TEXAS

§
§
§
§
§

COUNTY OF HARRIS

Metes & Bounds Description

A tract of land being Lot 8 Block 4, of Prairie Home Addition according to the map or plat thereof recorded in Volume 484, Page 408 of the Harris County Map Records, save and except a 375 square Feet of land being the northerly portion of Lot 8, Block 4 conveyed to the State of Texas by deed dated September 27, 1977 under Harris County Clerk's File (H.C.C.F.) No. F313798, being the same tract recorded in the name of the Islamic Circle of North America under H.C.C.F. No. X100477 and being more particularly described by metes and bounds as follows: (assumed basis of bearings)

BEGINNING at a 1/2 Inch iron rod set on the northerly right-of-way line of Webster Street (platted as Webster Avenue, 50 Feet wide), being the southerly or front common corner of Lots 8 & 9 of Block 4 and being the southeasterly corner of this tract;

THENCE, NORTH 73° 22' 13" WEST, with northerly right-of-way line of Webster Street, a distance of 50.00 Feet to a 1/2 Inch iron rod found at the southerly or front common corner of Lots 7 & 8 of Block 4, being the southwesterly corner of this tract;

THENCE, NORTH 16° 37' 47" EAST, with the common line between Lots 7 & 8, a distance of 100.00 Feet to a 1/2 Inch iron rod found at the northerly or rear common corner of Lots 7 & 8 being on the southerly right-of-way line of I-45 and being the northwesterly corner of this tract;

THENCE, SOUTH 56° 40' 16" EAST, across and through Lot 8, with the southerly right-of-way line of I-45 as recorded in H.C.C.F. No. G031219, a distance of 52.20 Feet to a cut "X" set at the northeasterly corner of this tract;

THENCE, SOUTH 16° 37' 47" WEST, with the common line between Lots 8 & 9, a distance of 85.00 Feet to the POINT OF BEGINNING.

(See attached drawing)



Terrance P. Mish
Registered Professional Land Surveyor
No. 4981
Job No. 13-02566
March 20, 2013

Tract 17: 3415 Hadley Street, Houston, Texas 77004 (HCAD #0513150000015)

Lot Fifteen (15), in Block Five (5) of Prairie Home, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 484, Page 408, of the Deed Records of Harris County, Texas.

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Exhibit E
to
Grant Agreement

Homebuyer Eligibility Requirements

Southeast Houston Affordable Housing Initiative (SEHAHI)

Center for Civic and Public Policy Improvement (CCPPI)

Homebuyer Eligibility Requirements

Homebuyer Eligibility Requirements – To be considered eligible, the prospective homebuyer must meet the following requirements:

1. Homebuyer(s) must be US Citizen or permanent resident alien and provide one of the following:
 - a. Birth certificate issued by any U.S. jurisdiction
 - b. U.S. Passport
 - c. Green Card
2. Homebuyer(s) must be a resident of the City of Houston metropolitan area for at least the past twelve (12) months or longer and provide evidence of same which may include but is not limited to one of the following:
 - a. Lease in the name of the prospective homebuyer(s) for a period covering the last twelve (12) months
 - b. Utility bill in the name of the prospective homebuyer(s) covering the last twelve (12) months
3. Homebuyer(s) must be a first-time homeowner [has not owned a home in the last three (3) years] and provide the following:
 - a. Affidavit certifying to the above
4. If not self-employed, Homebuyer(s) must have been employed by the same employer for at least three months and provide the following:
 - a. Employment verification.
5. Homebuyer(s) may not own another home or residential real estate property other than heir property with multiple owners and must provide the following:
 - a. Affidavit certifying to the above
6. Homebuyer(s) total annual gross household income cannot exceed a maximum of 120% AMI or the income level designated in the applicable development agreement, adjusted for household size, as published annually by HUD. Homebuyer's total Mortgage PITI cannot exceed 33% of annual gross household income. If the income verification process is conducted by Houston Area Urban League (HAUL), Homebuyer(s) must submit the following documents related to income and assets:
 - a. One of the following:
 - i. If employed: Two (2) months of pay stubs

- ii.If self-employed: YTD Profit & Loss Statement from a CPA or tax preparer
 - b. Two (2) months of statements for all bank accounts including personal and business
 - c. Most recent IRA, 401K or other retirement or pension account statements
 - d. Award letters for pension(s)
 - e. Award letters for social security
 - f. Two (2) years of filed tax returns
 - g. Any other documentation that HAUL may reasonably request to determine Homebuyer(s) income eligibility
7. Homebuyer(s) must successfully complete eight (8) hours of homeownership education course from a HUD Certified counseling agency & taught by a HUD Certified Counselor. Houston Area Urban League (HAUL) is utilized to provide this homeownership education. If Homebuyer chooses to utilize another HUD certified counseling agency an additional two (2) hour course conducted by HAUL must also be completed. This course will cover requirements/restrictions unique to the Midtown Redevelopment Authority (MRA) affordable housing program as well as information related to ad valorem taxation including filing protests and homestead tax exemptions.
 8. Homebuyer(s) may not have liquid assets more than \$30,000.00. IRA's and 401K's (retirement accounts) are subject to a (.06%) imputed income from assets.
 9. Homebuyer(s) must agree to maintain the home as their principal place of residence for the full affordability period of 20 years (25 years if Homebuyer(s) receives more than \$40,000 of federal HOME Program assistance). If the affordability period is not satisfied, the full amount of the Midtown Homebuyer assistance must be repaid to MRA.
 10. Homebuyer(s) must meet Lender's underwriting requirements and be approved for a mortgage loan for at least the length of the affordability period. Homebuyer(s) must escrow taxes through the mortgage.
 11. Homebuyer(s) must agree to participate in compliance monitoring and lien requirements for the duration of the affordability period. The current affordability period is twenty (20) years.
 12. Homebuyer(s) must agree not to use the home as a long-term or short-term rental property during the affordability period. Homebuyer(s) must provide the following annually:
 - a. Affidavit certifying to the above
 13. Developer(s) is prohibited from sale of home to buyer related within three degrees of consanguinity or affinity to develop(s) by blood, marriage or adoption. Developer(s) must provide the following:
 - a. Affidavit certifying to the above
 14. Developer and the prospective Homebuyer must each submit a Conflict of Interest Affidavit, signed under penalty of perjury, stating that neither the Developer nor the Homebuyer has a familial or business relationship with Midtown Redevelopment Authority, any of its Developers, or their respective boards of directors, officers, managers, employees, agents, or consultants.

15. To the extent any of the guidelines set forth herein are in conflict with contemporaneous City of Houston, Texas Affordable Home Development Program guidelines (see Exhibit A); Harris County, Texas affordable housing guidelines; or other vetted homebuyer down payment assistance guidelines, any terms and conditions contained in the above-cited guidelines that are not included in the Homebuyer Requirements contained herein, will be adopted for homebuyers receiving such assistance. The purpose is to ensure that homebuyer down payment assistance provided by any entity that offers the same is available to homebuyers purchasing homes under auspices of the Southeast Houston Affordable Housing Initiative.

Notwithstanding the foregoing, MRA's affordability period shall exist according to its terms and is not impacted by the affordability period adopted by any of the entity that provides down payment assistance.

THESE ELIGIBILITY REQUIREMENTS MAY BE AMENDED FROM TIME TO TIME

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EXHIBIT A
CITY OF HOUSTON AFFORDABLE HOME DEVELOPMENT PROGRAM GUIDELINES*

Applicant(s) and co-applicant(s) must be able to obtain a fixed-rate mortgage loan for the length of the Affordability Period.

Eligibility is valid for 120 days from the date the applicant is determined to be income eligible. If contracts are not signed within 120 days of that date, applicant may submit a written request for a one-time, 60-day extension, which HCD may grant on a case-by case basis at its discretion. Income-eligible determination is subject to appeal by the applicant pursuant to the process established by HCD.

Applicants and co-applicants must satisfy delinquency on a federal or federally insured loan, Internal Revenue Service taxes, utility payments applicable to the current or former address(es) or owe the City for City services provided to them (for example, City Emergency Medical Services bills, and municipal violations), listed on credit report, real property records or otherwise, prior to program participation.

Any applicant(s), co-applicant(s) and household member(s) 18 years of age and older who are registered as sex offenders are not eligible to receive financial assistance.

Any household member must be legally divorced to list themselves as separated from their significant other on the application. The valid divorce decree is required.

Homebuyer(s) must contribute \$350 into the purchase to demonstrate a level of commitment to the purchase transaction. The cost of the appraisal, credit report, inspection, earnest money and/or cash brought to closing satisfies this requirement.

To receive assistance, the total household income from all sources (including income from a non-purchasing spouse, and any other household member(s) 18 years of age or older) cannot exceed 120% percent of the AMI, adjusted for household size, as determined annually by HUD. Annual Income refers to gross annual income calculated using the 24 CFR §5.609 Part 5 definition.

Homebuyer applicant(s) must submit income certification documentation for the purpose of determining eligibility. Eligibility determination will be conducted by HCD staff upon written request.

Liquid assets for the household cannot exceed \$30,000, or otherwise upon approval of the Assistant Director for the Single-Family Division.

Homebuyer applicant(s) agrees to an annual monitoring of the residence performed by the HCD staff to ensure that the Homebuyer is living in the home as their primary residence and complying with the restrictive covenants.

Program participants must agree to the Affordability Period and lien requirements. The Affordability Period of homes purchased will be five (5) years for up to \$100,000 of assistance or otherwise upon approval of the Director. The lien on the property will be removed by the City upon completion of the terms and conditions of all documents related to the Program and completion of the Affordability Period.

Forgiveness of the loan provided will be prorated over the course of the determined Affordability Period. The annual proration percentage will depend on the length of the Affordability Period, with 100% of the loan being forgiven and the lien satisfied at the termination of the Affordability Period.

*Other City of Houston requirements may apply.

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midtown
HOUSTON

FIFTH WARD CRC

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

I, the undersigned officer of the Board of Directors of Midtown Redevelopment Authority (the "Board") do hereby certify as follows:

1. The Board convened in regular session on the 28th day of March, 2024, at the regular meeting place thereof, and the roll was called of the duly constituted officers and members of said Board, to-wit:

1	Camille Foster	Director/Assistant Secretary
2	Terence Fontaine	Director
3	Michael Lewis	Director
4	Michael T. Murphy	Director
5	Al Odom	Director/Chair
6	Abe S. Goren	Director/Vice Chair
7	Deanea LeFlore	Director
8	John Thomas	Director
9	Zoe Middleton	Director

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION AUTHORIZING THE MIDTOWN REDEVELOPMENT AUTHORITY (THE "AUTHORITY") OR ITS AGENT TO ENTER INTO A GRANT AGREEMENT WITH FIFTH WARD COMMUNITY REDEVELOPMENT CORPORATION; PROVIDING FOR THE CONVEYANCE AND DEVELOPMENT OF CERTAIN PROPERTIES IN ACCORDANCE WITH THE TERMS OF SUCH AGREEMENT; AND AUTHORIZING THE AUTHORITY OR ITS AGENT TO TAKE ALL NECESSARY ACTIONS REGARDING SAME

was introduced for the consideration of the Board. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the Resolution, prevailed and carried unanimously.

2. That a true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the Board's minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Vernon's Texas Codes Annotated, Chapter 551, Government Code.

SIGNED this _____, 2024.

Assistant Secretary, Midtown Redevelopment
Authority

RESOLUTION AUTHORIZING THE MIDTOWN REDEVELOPMENT AUTHORITY (THE “AUTHORITY”) OR ITS AGENT TO ENTER INTO A GRANT AGREEMENT WITH FIFTH WARD COMMUNITY REDEVELOPMENT CORPORATION; PROVIDING FOR THE CONVEYANCE AND DEVELOPMENT OF CERTAIN PROPERTIES IN ACCORDANCE WITH THE TERMS OF SUCH AGREEMENT; AND AUTHORIZING THE AUTHORITY OR ITS AGENT TO TAKE ALL NECESSARY ACTIONS REGARDING SAME

WHEREAS, by Ordinance No. 94-1345, adopted on December 14, 1994, the City of Houston (the “City”) created Reinvestment Zone Number Two, City of Houston, Texas (the “Midtown Zone”) pursuant to Chapter 311, Texas Tax Code (the “Act”), and approved a preliminary project plan for the Midtown Zone and a preliminary reinvestment zone financing plan for the Midtown Zone; and

WHEREAS, by Resolution No. 95-96, adopted on June 28, 1995, the City authorized the creation of the Midtown Redevelopment Authority (the “Authority”) to aid, assist and act on behalf of the City in the performance of the City’s governmental and proprietary functions with respect to the common good and general welfare of Midtown and neighboring areas as described in Ordinance No. 94-1345; and

WHEREAS, the City, the Midtown Zone and the Authority have entered into that certain amended and restated Agreement dated June 7, 2000, and approved as Ordinance No. 2000-494 (the “Tri-Party Agreement”), pursuant to which the City delegated to the Authority the power and authority to administer the Midtown Zone including, but not limited to, the power to engage in activities relating to the acquisition and development of land, construction and improvement of infrastructure in the Midtown Zone, and provide affordable housing, in accordance with, and subject to the limitations set forth in, the Tri-Party Agreement and Project and Financing Plan; and

WHEREAS, the Authority’s Board of Directors (the “Board”) has determined that it is in the best interest of the Midtown Zone and the Authority to acquire tracts of land in certain nearby neighborhoods to be developed as affordable housing and to commit certain available tax increment or bond proceeds received for this purpose; and

WHEREAS, the Authority has previously acquired certain parcels of land in the Southeast area of the City for such purpose, and now desires to enter into a grant agreement (the “Grant Agreement”), between and among the Authority, the Zone and Fifth Ward Community Redevelopment Corporation (the “Grantee”), substantially in the form attached hereto as **Exhibit A**, in order to convey certain of such parcels of land to the Grantee to be developed as affordable housing; and

WHEREAS, pursuant to the Grant Agreement, the Authority will grant and convey to the Grantee certain tracts of vacant land identified in Exhibit D to the attached Grant Agreement (herein, the “Grant Properties”) in order to provide decent, safe, sanitary and affordable housing for low income persons; and

WHEREAS, the Board has determined that it is in the best interest of the Authority to enter into the Grant Agreement and to convey the Grant Properties to the Grantee for the purposes described herein and in the Grant Agreement, and the Board desires hereby to approve the Grant Agreement and such actions;

NOW THEREFORE, BE IT RESOLVED BY the Board of Directors of the Midtown Redevelopment Authority:

1. That the Board adopts the findings and recitations set out in the preamble to this Resolution and finds them to be true and correct.
2. That the Board hereby approves and authorizes the execution of the Grant Agreement substantially in the form attached hereto as Exhibit A, and the Unimproved Property Contract and Special Warranty Deed substantially in the forms attached to the Grant Agreement as Exhibits B and C, respectively. Further, the Board hereby authorizes the Board officers and the Executive Director or his agent with delegated authority to make such changes, additions, deletions or modifications of the Grant Agreement, any Unimproved Property Contract(s), and any Special Warranty Deed(s) as may be necessary, *provided* any such changes, additions, deletions or modifications are not materially inconsistent with the purpose, intent and general substantive parameters of the Grant Agreement, any Unimproved Property Contract(s), and Special Warranty Deed(s) as attached.
3. That the Board hereby approves and authorizes the grant and subsequent conveyance of the Grant Properties for a consideration of \$10.00, which is less than the fair market value of such Grant Properties.
4. That the Board hereby further authorizes the officers of the Board, the Executive Director, and Authority staff and consultants to take all steps necessary to finalize, execute and carry out the terms of the Grant Agreement, including the payment of any associated costs and legal fees, and to execute any certificates, receipts, affidavits and necessary related agreements pertaining to the Grant Agreement and the conveyances described therein.

PASSED AND APPROVED this 28th day of March, 2024.

Al Odom
Chair, Midtown Redevelopment Authority

ATTEST:

Camille Foster
Assistant Secretary, Midtown Redevelopment Authority

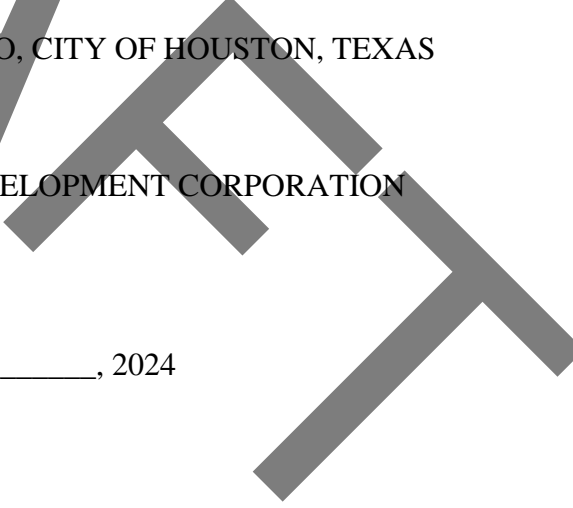
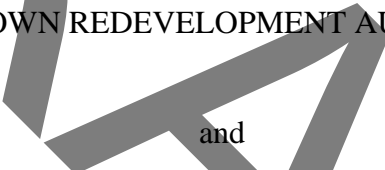
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EXHIBIT A

Form of Grant Agreement

(See Attached)

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GRANT AGREEMENT

By and Among

MIDTOWN REDEVELOPMENT AUTHORITY

and

REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS

and

FIFTH WARD COMMUNITY REDEVELOPMENT CORPORATION

_____, 2024

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GRANT AGREEMENT

This Grant Agreement (the “Agreement”), effective as of _____, 2024 (the “Effective Date”), is made by and among REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS (the “Zone”), a tax increment reinvestment zone created by the City of Houston, Texas in accordance with Chapter 311, Texas Tax Code, MIDTOWN REDEVELOPMENT AUTHORITY (the “Grantor” or “Authority”), a public not for profit local government corporation created and organized under the provisions of Chapter 431, Texas Transportation Code, and FIFTH WARD COMMUNITY REDEVELOPMENT CORPORATION (the “Grantee or Developer”), a Texas non-profit corporation created and organized under the laws of the State of Texas (each a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, by Ordinance No. 94-1345, the City Council of the City of Houston, Texas (the “City”), created the Zone in the City pursuant to Chapter 311, Texas Tax Code, as amended (the “Act”), approved a preliminary project plan and preliminary financing plan, and appointed its board of directors (the “Zone Board”); and

WHEREAS, by Resolution No. 95-96, the City authorized the creation of the Authority to aid, assist and act on behalf of the City in the performance of the City’s governmental and proprietary functions with respect to the common good and general welfare of the Zone and neighboring areas; and

WHEREAS, the City, the Zone and the Authority have entered into that certain Amended Agreement dated June 7, 2000, and approved pursuant to Ordinance No. 2000-0494 (as amended, the “Midtown Agreement”), pursuant to which the City delegated to the Authority the power to administer the Zone including, but not limited to, the power to use certain tax increment revenues dedicated to providing affordable housing pursuant to Section III(H) thereof; and

WHEREAS, Section 311.011(f) of the Act provides that the Zone’s project plan must provide that at least one-third of the tax increment of the Zone (the “Affordable Housing Tax Increment(s)”) be used to provide affordable housing during the term of the Zone, and pursuant to Section III(H) of the Midtown Agreement shall be expended in a manner consistent with the City’s then current affordable housing policy; and

WHEREAS, the Authority has assembled land for development of affordable housing; and

WHEREAS, the Authority owns certain unimproved real property more particularly identified by street address and Harris County Appraisal District account number and described in **Exhibit D** attached hereto and incorporated herein by reference, which is located within the boundaries of the City of Houston, Harris County, Texas; and

WHEREAS, the Authority seeks to facilitate the development of such land as affordable housing by entering into this Agreement with Grantee as part of a pilot project, and model for

future projects, designed to expand the supply of safe, sanitary and affordable housing for low to moderate income persons within the City; and

WHEREAS, to stimulate the development of affordable housing, the Grantee has requested that the Authority grant up to five (5) parcel(s) of real property within the City at no cost (except for required closing costs) to Grantee in order to provide for construction of safe, sanitary and affordable housing for low to moderate income persons; and

WHEREAS, the Authority has determined that the Project (as defined herein) is consistent with the City's current affordable housing policy; and

WHEREAS, the Authority, the Zone and the Grantee desire to enter into this Agreement to grant certain land previously acquired through the use of Affordable Housing Tax Increment to Grantee for the purposes described herein and subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and benefits to the City, the Zone, the Authority and the Grantee, it is hereby agreed as follows:

ARTICLE I DEFINITIONS

Section 1.01. Defined Terms. Unless a particular word or phrase is otherwise defined or the context otherwise requires, the terms defined in the preamble and recitals shall have the meanings given to such terms therein, and the following terms shall have the following meanings:

"Affordable Housing" is defined in the Deed.

"Authority Board" means the board of directors of the Authority.

"Authority Developer" means a Person who is party to a development agreement with the Authority.

"Authority's Representative" means the Executive Director or any agent designated in writing by the Executive Director.

"Completion Date" shall be as defined in Section 3.03.

"Conflict of Interest" means any known instance in which (i) Grantee, or an officer, director or employee of Grantee, has a familial or business relationship with the Authority, or an Authority Developer, or their respective boards of directors, officers, managers, employees, agents or consultants, or a Qualified Homebuyer, or (ii) a member of the Zone Board, the Authority Board or Grantee's board of directors may receive a pecuniary benefit meeting the definition of a conflict of interest under the Authority's conflict of interest policy.

"Deed" means a special warranty deed executed by the Authority conveying the Property to the Grantee with the restrictive covenants contained thereon, and which shall be substantially in the form attached as **Exhibit C** of this Agreement.

“**Executive Director**” shall mean the person serving as the Executive Director of the Authority or any agent designated in writing by the Executive Director.

“**Homebuyer Eligibility Requirements**” means the Homebuyer Eligibility Requirements attached as **Exhibit E** of this Agreement, as such requirements may be amended, modified or supplemented by the Authority from time to time.

“**Person**” means an individual, corporation, organization, government or governmental subdivision or agency, business trust, estate, trust, partnership, association, and any other legal entity.

“**Project**” means the development of affordable single-family housing on the Property by the Grantee, as described in Article III hereof.

“**Project Specifications**” shall be as defined in Section 3.01.

“**Property**” means the parcel(s) of real property identified and described in **Exhibit D**, which have been previously acquired by the Authority and are eligible to be conveyed to the Grantee hereunder.

“**Property Grant**” means the grant of land approved by this Agreement and evidenced by the execution of the Deed conveying such Property to the Grantor.

“**Qualified Homebuyer(s)**” means those purchasers that meet (i) the Homebuyer Eligibility Requirements and (ii) such other requirements, as more particularly defined in the Deed, to purchase the single-family residences to be developed under this Agreement.

“**Reconveyance Right**” is defined in the Deed.

“**Single-Family Residential Use**” means a detached structure designed for use as a dwelling unit for one and only one family, but expressly excluding manufactured homes and mobile homes.

“**Term**” shall be as defined in Section 8.14.

Section 1.02. Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definition of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

ARTICLE II GENERAL REPRESENTATIONS

Section 2.01. Representations of the Zone. The Zone hereby represents to the Grantee that as of the date hereof:

(a) The Zone is duly authorized, created and existing in good standing under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

(b) The Zone has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, will not violate any applicable judgment, order, law or regulation, and (ii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Zone under any agreement or instrument to which the Zone is a party or by which the Zone or its assets may be bound or affected.

(c) This Agreement has been duly authorized, executed and delivered by the Zone and, constitutes a legal, valid and binding obligation of the Zone, enforceable in accordance with its terms.

(d) The execution, delivery and performance of this Agreement by the Zone does not require the consent or approval of any person which has not been obtained.

Section 2.02. Representations of the Authority. The Authority hereby represents to the Grantee that as of the date hereof:

(a) The Authority is duly authorized, created and existing in good standing under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

(b) The Authority has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, will not violate any applicable judgment, order, law or regulation, and (ii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Authority under any agreement or instrument to which the Authority is a party or by which the Authority or its assets may be bound or affected.

(c) This Agreement has been duly authorized, executed and delivered by the Authority and, constitutes a legal, valid and binding obligation of the Authority, enforceable in accordance with its terms.

(d) The execution, delivery and performance of this Agreement by the Authority does not require the consent or approval of any person which has not been obtained.

Section 2.03. Representations of the Grantee. The Grantee hereby represents to the Authority and Zone that as of the date hereof:

(a) The Grantee is duly authorized, created and existing in good standing under the laws of the State of Texas, is duly qualified to do business in the State or wherever necessary to carry on the operations contemplated by this Agreement.

(b) The Grantee has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement and the Deed, and the Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of the Grantee, enforceable in accordance with its terms.

(c) The Grantee has obtained or will obtain all necessary permits and approvals from the City and all other governmental officials and agencies having jurisdiction and will provide supervision of all phases of construction of the Project.

(d) The Grantee intends to use the Property in a manner consistent with this Agreement and related Affordable Housing requirements.

(e) The Grantee shall complete the Project and shall pay or cause to be paid all costs and expenses associated with the Project. The Grantee has sufficient capital to perform its obligations under this Agreement or will have sufficient capital to perform its obligations under this Agreement at the time it needs such capital.

ARTICLE III THE PROJECT

Section 3.01. General Purpose.

(a) The Authority has entered into this Agreement relating to the Project in reliance upon the representations, warranties, covenants and agreements of the Grantee contained herein, and in reliance upon the representations, warranties, covenants and agreements to be contained in the documents and instruments to be delivered at the completion of the Project and upon the performance by the Grantee of its obligations hereunder, as of the date hereof and the date of completion.

(b) The Project shall consist of the design, construction, assembly, installation and implementation of no fewer than five (5) affordable single-family residences, consistent with the approved specifications (the "Project Specifications").

(c) Grantee shall prepare or cause to be prepared Project Specifications and submit them for approval to the Authority's Representative. The Authority's Representative shall promptly approve, reject, or make comments or queries to the Project Specifications. The Project Specifications approved by the Authority's Representative shall be the Project Specifications and shall be attached to this Agreement as **Exhibit A** and incorporated as if fully set forth herein.

(d) Grantee covenants and agrees that:

(i) the Project shall be completed in substantial compliance with the Project Specifications, as modified from time to time in accordance with Section 3.02 herein,

(ii) the Property shall be used solely to develop and construct five (5) single-family residences thereon,

(iii) all single-family residences developed on the Property shall qualify as Affordable Housing at all times for a term of not less than the Affordability Period as defined in the Deed.

(iv) upon request by the Executive Director, Grantee shall provide the Authority with sufficient and complete financial data, as well as any other information, regarding the Project.

(v) upon completion of construction of the single-family residences contemplated hereunder, the Grantee shall cause each such single-family residence to be sold to a Qualified Homebuyer for (i) not more than the maximum sale price for that residence set forth in **Exhibit A**, or (ii) such other amount as the Executive Director may designate in writing.

(vi) Grantee shall sell each such single-family residence constructed on the Property only to a Qualified Homebuyer who meets the Homebuyer Eligibility Requirements, unless the Authority Board and/or the Executive Director approves a waiver in writing of such Homebuyer Eligibility Requirements for such transaction, and use customary documentation, in form and substance acceptable to the Authority, to evidence each such transaction, including but not limited to a Deferred Payment Forgivable Promissory Note and Subordinate Lien Deed of Trust for the benefit of the Authority, to secure the performance of the Qualified Homebuyer's obligations with respect to such single-family residence.

(e) Certain terms and conditions of this Section 3.01 shall be deemed "covenants running with the land" and shall bind Grantee as the owner of the Property, and its successors and assigns as the owner or owner(s) of all or any portion of the Property, as further described in Section 4.01 hereof and in the Deed.

Section 3.02. Modification of the Project. The Project and Project Specifications may be altered or amended by the Grantee upon written notice to the Authority and subsequent approval by the Executive Director of the proposed alterations or amendments; provided, however, that such proposed alterations or amendments shall be consistent with the then current City policy for affordable housing, and approved in writing by the Authority. Any such alterations or amendments shall be incorporated herein and, in the case of Project Specifications, substituted and attached hereto as **Exhibit A**.

Section 3.03. Completion of Construction. Grantee shall complete construction of the Project no later than the date that is 240 days from the date of acquisition of the Property (the "Completion Date") all subject to force majeure. Upon written request by the Grantee, the Executive Director, in his sole discretion, may extend the Completion Date for one or more additional periods, each such extension period not to exceed 120 days. To be effective, any such extension must be in writing and signed by the Executive Director. The construction of the Project will not be deemed complete until the Authority has received all necessary documentation from the Grantee evidencing completion as described herein, and the Executive Director provides written confirmation that the Authority deems the Project completed.

ARTICLE IV CONVEYANCE, FINANCING AND FUNDING

Section 4.01. Conveyance of the Property. The Authority agrees to grant the Property to Grantee in order to facilitate the provision of decent, safe, sanitary and affordable housing for low to moderate income persons. The Authority agrees to execute and record a deed, substantially similar to the Deed attached hereto as Exhibit C, in the Official Public Records of Real Property of Harris County, Texas, subject to the terms and conditions set forth in an Unimproved Property Contract to be entered into by the Grantee and the Authority substantially in the form attached hereto as Exhibit B. The Parties agree that the Executive Director shall have the sole right to determine when to enter into such Unimproved Property Contract with Grantee.

Section 4.02. Funding for the Project. The Parties agree that Grantee shall be solely responsible for securing any and all funding and financing necessary to acquire the Property and complete construction of the Project in accordance with the terms of this Agreement. Upon request therefor, Grantee shall provide evidence satisfactory to the Authority of sufficient funding, including a binding commitment for financing to complete the Project. The Authority shall have no obligation to provide any funds for any purpose in connection with the design and construction of the Project.

ARTICLE V COVENANTS OF THE GRANTEE REGARDING THE PROJECT

Section 5.01. Conflict of Interest. The Grantee has disclosed all Conflicts of Interest. The Authority reserves the right to deny the Property Grant due to a potential or existing Conflict of Interest disclosed at the execution of this Agreement or at any time throughout the Term of this Agreement.

Section 5.02. Additional Covenants of Grantee. The Grantee covenants to the Authority that:

- (a) the Grantee shall provide the Authority with all reports reasonably requested by the Authority;
- (b) any marketing, public awareness campaigns or signage related to the Project shall recognize the Authority's contributions in a prominent manner and, in the case of written materials, the Authority's name shall be in text no smaller than one-half (1/2) of the size of the Grantee's name and of an equal size as that if any other Project participants being recognized. All such marketing materials, public awareness campaigns or signage, including social media postings, shall be provided to Grantor for review and comment at least forty-eight (48) hours in advance of publication or distribution of same;
- (c) the Grantor shall have the right to release information regarding the Project to any public media outlet. Grantee hereby grants Grantor permission to use any and all information and details (not marked confidential) contained in this Agreement or otherwise provided to Grantor for press releases, public awareness, public reporting, and/or public announcements. Grantee agrees to provide Grantor with an advance copy of any press release, public reporting, and/or public

announcements regarding the Project for review and comment at least forty-eight (48) hours prior to release of same.

(d) any expenses related to the Project shall be recorded and physically maintained separately and distinctly from the expenses related to the general operations of the Grantee;

(e) the Project shall be completed and the Grantee shall pay all costs associated with the Project; and

(f) the Property shall at all times be maintained in a clean, safe and sanitary condition. The covenant to maintain the Property includes the removal of debris, trash, illegal occupiers or squatters, and unsightly landscaping conditions.

ARTICLE VI DEFAULT

Section 6.01. Events of Default. Each of the following shall constitute an Event of Default by the Grantee under this Agreement, if such events are not cured to the satisfaction of the Authority after written notice of the occurrence of such event and if Grantee does not commence a cure within 30 days of such written notice and does not thereafter diligently prosecute it to completion:

(a) Grantee fails to take title to the Property as contemplated under this Agreement, within 120 days of the Effective Date, unless such time period is extended by the Executive Director;

(b) Grantee fails to complete construction of any one or more of the single-family residences within the time requirements set forth in Section 3.03;

(c) Grantee fails to complete the Project in substantial compliance with the Project Specifications and any such deviation, alteration or amendment has not received written approval by the Authority pursuant to Section 3.02.

(d) Grantee is in default under any other agreement related to the Project, as default is defined in such agreement and the Grantee has not notified the Authority of the default within ten days of the default occurring;

(e) Grantee fails to comply with a covenant relating to Single-Family Residential Use, Affordable Housing, or sale to Qualified Homebuyers, as further detailed in Section 3.01 and in the Deed.

(f) Grantee fails to comply with the covenants detailed throughout this Agreement.

(g) Grantee becomes insolvent, is dissolved, or a voluntary or involuntary action in bankruptcy is filed by or against the Grantee.

Section 6.02. Remedies Upon Event of Default.

(a) Upon the occurrence of an Event of Default by the Authority and if such default remains uncured for a period of 30 days after the first occurrence of the Event of Default, in addition to the other rights given to the Grantee under this Agreement, the Grantee may terminate this Agreement or enforce specific performance.

(b) Upon the occurrence of an Event of Default by the Grantee and if such default remains uncured for a period of 30 days after the first occurrence of the Event of Default, in addition to the other rights given the Authority under this Agreement, the Authority may exercise the Reconveyance Right created in the Deed and incorporated herein or the Authority may enforce specific performance of this Agreement, seek actual damages incurred for any such default, terminate this Agreement, and/or enforce any other remedies under the Deed. If the Authority elects to exercise its right to terminate this Agreement upon the occurrence of an Event of Default, it shall have no further obligation after the date of such termination to convey the Property to the Grantee.

ARTICLE VII INDEMNIFICATION AND RELEASE

Section 7.01. Indemnification.

(a) **TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE AUTHORITY, THE CITY, THE ZONE, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AND REPRESENTATIVES (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, DEMANDS, CLAIMS, SUITS, CAUSES OF ACTION, LIABILITIES, COSTS, FINES, SETTLEMENTS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, EXPERT FEES, INTEREST EXPENSES AND ATTORNEY'S FEES) (COLLECTIVELY "LOSSES"), WHETHER ARISING IN EQUITY, AT COMMON LAW, OR BY STATUTE, INCLUDING WITHOUT LIMITATION (I) THE TEXAS DECEPTIVE TRADE PRACTICES ACT OR SIMILAR STATUTES OF OTHER JURISDICTIONS, (II) THE LAW OF CONTRACTS, (III) THE LAW OF TORTS (INCLUDING WITHOUT LIMITATION NEGLIGENCE AND STRICT LIABILITY WITHOUT REGARD TO FAULT) OR (IV) THE LAW OF PROPERTY, OF EVERY KIND OR CHARACTER (INCLUDING WITHOUT LIMITATION, LOSSES FOR PERSONAL INJURY (INCLUDING WITHOUT LIMITATION EMOTIONAL DISTRESS), REAL OR PERSONAL PROPERTY DAMAGE (INCLUDING WITHOUT LIMITATION CITY PROPERTY), OR ECONOMIC LOSS) ARISING IN FAVOR OF OR BROUGHT BY (I) ANY OF GRANTEE'S EMPLOYEES, AGENTS, SUBCONTRACTORS, SUB-SUBCONTRACTORS, SUPPLIERS, MATERIALMEN OR REPRESENTATIVES, OR BY (II) ANY GOVERNMENTAL AUTHORITY OR BY (III) ANY OTHER THIRD PARTY CLAIMANT, (COLLECTIVELY, "INDEMNITORS") BASED UPON, IN CONNECTION WITH, RELATING TO OR ARISING OUT OF GRANTEE'S (OR ANY OF ITS CONTRACTORS', SUB-SUBCONTRACTORS', SUPPLIERS', MATERIALMENS', EMPLOYEES', OR ANY OTHER PERSON DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR FOR WHOSE ACTIONS THEY**

MAY BE LIABLE) ACTIONS OR INACTIONS UNDER THIS AGREEMENT, THE WORK, ANY BREACH OF WARRANTY MADE HEREIN BY GRANTEE, ANY FAILURE TO COMPLY WITH ANY REQUIREMENT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY INDEMNITOR'S FAILURE TO COMPLY WITH ANY APPLICABLE LAW, ANY LIENS OR ENCUMBRANCES ON THE WORK, THE PROJECT OR THE AUTHORITY'S PROPERTY ARISING OUT OF THE WORK, OR ANY INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE WORK, AND EVEN IF DUE IN PART TO ANY INDEMNIFIED PARTY'S NEGLIGENCE OR OTHER FAULT, BREACH OF CONTRACT OR WARRANTY, VIOLATION OF STATUTE, INCLUDING WITHOUT LIMITATION THE TEXAS DECEPTIVE TRADE PRACTICES ACT, OR STRICT LIABILITY WITHOUT REGARD TO FAULT.

(b) To the fullest extent permitted by law, in cases where a third party claimant's damages are caused in part by the negligence of one or more Indemnified Parties, Grantee's indemnification obligations under this ARTICLE VII shall extend to the first \$500,000.00 per occurrence of such claimant's damages.

(c) For the purposes of this ARTICLE VII, "*third party claimants*" means all parties other than Grantee or the Authority. For example, but not by way of limitation, "third party claimants" includes all Indemnitors (other than Grantee) as well as the City and the Zone. Grantee's indemnity obligations set forth in this ARTICLE VII shall survive the expiration or termination of this Agreement.

(d) Grantee's obligations pursuant to this ARTICLE VII shall apply regardless of the amount of insurance coverage held by Grantee, including without limitation any such coverage under any worker's compensation act, disability act, or other act or law which would limit the amount or type of damages, compensation, or benefits payable by or for Grantee, and shall not be limited by any insurance carried or provided by Grantee in accordance with this Agreement or otherwise. Grantee's obligations under this ARTICLE VII shall not be construed to negate, abridge or reduce other rights or obligations of defense or indemnity that would otherwise exist as to a party or person described in this ARTICLE VII. Grantee shall include provisions in its subcontract agreements which obligate each subcontractor to Grantee to the same extent that Grantee is obligated to the Indemnified Parties pursuant to this ARTICLE VII.

Section 7.02. Release. Grantee hereby releases the Indemnified Parties, and shall cause its Contractors, subcontractors and sub-subcontractors to release the Indemnified Parties, from all liability for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance of the Work, and EVEN IF SUCH INJURY, DEATH, DAMAGE OR LOSS IS CAUSED BY, RESULTS FROM OR ARISES OUT OF ANY INDEMNIFIED PARTY'S SOLE OR CONCURRENT NEGLIGENCE OR OTHER FAULT, BREACH OF CONTRACT OR WARRANTY, VIOLATION OF STATUTE OR STRICT LIABILITY WITHOUT REGARD TO FAULT.

Section 7.03. Other Indemnities. Other provisions in this Agreement containing indemnities shall be deemed to be cumulative of and to operate independently of the indemnities

provided above such that all indemnities provided in this Agreement shall be construed to grant indemnity to the Indemnified Parties to the fullest and broadest extent possible.

ARTICLE VIII GENERAL

Section 8.01. Inspections, Audits. The Grantee agrees to use commercially reasonable efforts during the term of this Agreement to keep such operating records as may be required by the City, the Authority, or by state and federal law or regulation. The Grantee shall allow the Authority reasonable access to documents and records in the Grantee's possession, custody or control relating to the Project that the Authority deems necessary to assist the Authority in determining the Grantee's compliance with this Agreement. Grantee shall allow the Authority reasonable access to the Project to conduct visual inspections of the Project. All inspections will be made only after giving the Grantee notice at least 24 hours in advance thereof.

Section 8.02. Grantee Operations and Employees. All personnel supplied or used by the Grantee in the performance of this Agreement shall be deemed contractors or subcontractors of the Grantee and will not be considered employees, agents, contractors or subcontractors of the Authority for any purpose whatsoever. The Grantee shall be solely responsible for the compensation of all such contractors and subcontractors.

Section 8.03. Dispute Resolution.

(a) In the event of any claim, dispute or controversy arising out of or relating to this Agreement (whether such claim, dispute or controversy is allegedly extra-contractual in nature, whether such claim, dispute or controversy arises under the law of torts, contracts, property, or otherwise, or at law or in equity, or under state or federal laws, or by statute or common law, or seeks damages or any other relief) which the Parties have been unable to settle or agree upon within a period of thirty (30) days after the dispute or disagreement arises, each Party shall nominate a senior officer of its management to meet at a mutually agreed time and place not later than forty-five (45) days after the dispute or disagreement has arisen to attempt to resolve such dispute or disagreement. Should a resolution of such dispute or disagreement not be obtained within fifteen (15) days after the meeting of senior officers for such purpose, either Party may then by written notice to the other submit the dispute to non-binding mediation in accordance with this Section.

(b) In the event that the Parties are unable to resolve any disputes in accordance with Section 8.03(a), either Party may, by written notice to the other submit the dispute to non-binding mediation before a mutually agreed-upon mediator. If the Parties are unable to agree upon a mediator within twenty (20) days after the written notice of submission to mediation, the American Arbitration Association shall be empowered to appoint a qualified mediator. If the dispute is technical in nature, the mediator appointed by the American Arbitration Association shall be qualified by at least ten (10) years' experience in construction, engineering, and/or architecture. The mediation shall be conducted within thirty (30) days of the selection or appointment of the mediator, as applicable. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held at a mutually agreeable location in Houston, Texas. If the Parties are unable to agree upon a location, the mediation shall be held at the

offices of the American Arbitration Association in Houston, Texas. Participation in non-binding mediation in accordance with this Section shall be a condition precedent to Grantee having the right to file any legal or equitable action against the Authority.

(c) Subject to Grantee's obligation to comply with the requirements of the foregoing subsections as a condition precedent to Grantee having any right to file any legal or equitable action against the Authority, for purposes of all legal or equitable proceedings arising out of, relating to or connected with this Agreement, Grantee hereby agrees that this Agreement is performable in whole or in part in Houston, Harris County, Texas and hereby submits to the jurisdiction of the state courts within Harris County, and agrees that such jurisdiction shall be exclusive with respect to any such proceeding filed by Grantee. Grantee hereby irrevocably waives any claim which it may now or hereafter have that any such proceeding brought in any state court in Harris County has been brought in an inconvenient forum. With respect to any proceeding filed by the Authority, Grantee hereby expressly, clearly and unequivocally agrees that the Authority has the right to choose the forum in which any legal or equitable proceeding arising out of, relating to or connected with this Agreement shall be heard. Grantee hereby irrevocably waives its right to remove any such proceeding to any federal court should the Authority choose to bring any proceeding in any state court of Texas.

(d) Grantee shall, or shall cause a third party to, carry on the work on the Project in order to adhere to the requirements of Section 3.03 of this Agreement during all disputes or disagreements with the Authority. Work on the Project shall not be delayed or postponed pending resolution of any disputes or disagreements, except as the Authority and Grantee may otherwise agree in writing.

Section 8.04. Personal Liability of Public Officials. To the extent permitted by State law, no director, officer, employee or agent of the Authority or the City shall be personally responsible for any liability arising under or growing out of this Agreement.

Section 8.05. Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic transmission confirmed by mailing written confirmation at substantially the same time as such electronic transmission, or personally delivered to an officer of the receiving party at the following addresses:

Grantee: Fifth Ward Community Redevelopment Corporation
4300 Lyons Avenue, Suite 300
Houston, Texas 77020
Attention: Kathy Payton
Email: kpayton@fifthwardcrc.org

Authority: Midtown Redevelopment Authority
410 Pierce Street, Suite 355
Houston, Texas 77002-8722
Attention: Executive Director
Email: mthibodeaux@midtownhouston.com

with a copy to:

Bracewell LLP
711 Louisiana Street, Suite 2300
Houston, Texas 77002
Attention: Mary Buzak
Email: mary.buzak@bracewell.com

and

Burney & Foreman
5445 Almeda Road, Suite 400
Houston, Texas 77004
Attention: Peggy Foreman
Email: pforeman@burneyandforman.com

Each party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when so mailed, any notice so sent by electronic transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when received for by, or actually received by the Zone, the Authority or the Grantee, as the case may be.

Section 8.06. Amendments. This Agreement may be amended, supplemented and/or modified only in a writing signed by representatives of each Party and upon ratification thereof by the Authority Board.

Section 8.07. Waivers. No waiver of any provision of this Agreement shall be of any force or effect unless such waiver is in writing, expressly stating to be a waiver of a specified provision of this Agreement and signed by the Party to be bound thereby. Either Party's waiver of any breach or failure to enforce any of the provisions of this Agreement, at any time, shall not in any way limit or waive that Party's right thereafter to enforce or compel strict compliance with this Agreement or any portion or provision or right under this Agreement.

Section 8.08. Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement.

Section 8.09. Successors and Assigns. All covenants and agreements by or on behalf of the Authority and the Zone contained in this Agreement shall bind their successors and assigns and shall inure to the benefit of the Grantee and its successors and assigns. The Grantee may **not** assign its rights and obligations under this Agreement or any interest herein, without the prior written consent of the Authority. If any rights and/or obligations are assigned, any such assignee must specifically assume all of the obligations of the Grantee hereunder. If such assignment of the obligations by the Grantee hereunder is effective, the Grantee shall be deemed released from such obligations. If any assignment of the obligations by the Grantee hereunder is deemed ineffective or invalid, the Grantee shall remain liable hereunder.

Section 8.10. Exhibits; Titles of Articles, Sections and Subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

Section 8.11. Construction/Governing Law. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, as such laws are now in effect.

Section 8.12. Waiver of Consequential Damages. Grantee waives any and all claims it may now or hereafter have against the Authority or the Zone for consequential, special, incidental or indirect losses or damages arising out of or relating to this Agreement or the Project, WHETHER ARISING UNDER THE LAW OF CONTRACTS, TORTS (INCLUDING WITHOUT LIMITATION, NEGLIGENCE OF EVERY KIND AND STRICT LIABILITY WITHOUT REGARD TO FAULT) OR PROPERTY OR AT COMMON LAW OR IN EQUITY, VIOLATION OF STATUTE (INCLUDING WITHOUT LIMITATION, THE TEXAS DECEPTIVE TRADE PRACTICES ACT OR SIMILAR STATUTE OR ANY OTHER JURISDICTION) OR OTHERWISE. Furthermore, this waiver includes, but is not limited to, damages incurred by Grantee for principal office expenses including without limitation the compensation of personnel stationed there, for losses of financing, business, reputation, and loss of profit. This waiver is applicable, without limitation, to all consequential, special, incidental or indirect losses or damages arising out of any termination pursuant to Article VI.

Section 8.13. Entire Agreement. **THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

Section 8.14. Term. This Agreement shall be in force and effect from the Effective Date for a term expiring twelve (12) months after the occurrence of the following events: (i) completion of construction of the Project and (ii) the closing of the sale of all single-family residences on the Property to Qualified Homebuyers.

Section 8.15. Memorandum of Agreement. The parties agree that they will, at the request of any party, promptly execute an instrument in recordable form constituting a memorandum of this Agreement, which shall be filed for record in the Official Public Records of Real Property of Harris County, Texas, solely to give record notice of the existence of this Agreement. No such memorandum shall in any way vary, modify or supersede this Agreement.

Section 8.16. Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties, the parties agree that such approval or consent shall not be unreasonably withheld or delayed.

Section 8.17. Survivability. Notwithstanding any termination or expiration of this Agreement, the obligations of the Grantee which are intended by their nature to survive such expiration or termination, including without limitation those set forth in ARTICLE VII (INDEMNIFICATION AND RELEASE); Section 8.01 (Inspections, Audits), with respect to documents and records in the Grantee's possession, custody or control relating to the Project; Section 8.07 (Waivers); Section 8.08 (Invalidity); Section 8.12 (Waiver of Consequential Damages); and this Section 8.17 of this Agreement, shall survive for the maximum duration of time allowed by law.

DRAFT

IN WITNESS WHEREOF, the Authority and the Grantee have made and executed this Agreement in multiple copies, each of which is an original, and all of which shall together constitute but one and the same instrument, to become effective as of the Effective Date. The Authority and the Grantee hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to a scanned signature page, will be as good, binding, and effective as an original signature.

**MIDTOWN REDEVELOPMENT
AUTHORITY**

**FIFTH WARD COMMUNITY
REDEVELOPMENT CORPORATION**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST:

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**REINVESTMENT ZONE NUMBER TWO,
CITY OF HOUSTON, TEXAS**

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Exhibit A
to
Grant Agreement

Project Specifications

<u>Tract</u>	<u>Address</u>	<u>Lot Size</u>	<u>Floor Plan</u>	<u>Total Square Footage</u>	<u>Gross Living Area</u>	<u>Bedrooms</u>	<u>Bathrooms</u>	<u>Garage</u>	<u>Maximum Sale Price</u>	<u>Recapture Amount¹</u>
1	3327 Tuam Street	5300.55	JMA	1,488	1,142	3	2	1	\$219,000	
2	3210 Tuam Street	5309.83	JMA	1,488	1,142	3	2	1	\$219,000	
3	3316 Tuam Street	4992.89	JMA	1,488	1,142	3	2	1	\$219,000	
4	2806 Canfield Street	4459.80	JMA	1,488	1,142	3	2	1	\$219,000	
5	3411 Beulah Street	5059.92	JMA	1,488	1,142	3	2	1	\$219,000	

Each single-family home will have the following design features: SEE ATTACHED²

¹ Recapture Amounts to be inserted prior to conveyance of the Property.

² A Qualified Homebuyer may purchase upgrades to the standard interior and exterior design features in an amount not to exceed \$10,000, provided that the amount of such upgrades (i) shall be reflected on the settlement statement for the sale of that residence as a line item paid separately by that Qualified Homebuyer, (ii) shall not increase the maximum sale price for that residence, and (iii) shall not be included within the Qualified Homebuyer's mortgage loan amount.

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

Exhibit B
to
Grant Agreement

UNIMPROVED PROPERTY CONTRACT

1. **PARTIES:** The parties to this contract are MIDTOWN REDEVELOPMENT AUTHORITY, a Texas not-for-profit local government corporation (Seller) and _____ (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
2. **PROPERTY:** Those certain tracts of land identified and described on **Exhibit A** attached hereto, and consisting of approximately _____ square feet, together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the Property). Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.
3. **SALES PRICE:**
- A. Cash portion of Sales Price payable by Buyer at closing \$ _____
- B. Sum of all financing described below (excluding any loan funding fee or mortgage insurance premium) \$ _____
- C. Sales Price (Sum of A and B) \$ _____
- D. The Sales Price will be adjusted based on the latest survey obtained under Paragraph 6C. The Sales Price is calculated on the basis of \$ n/a per square foot of total area. "Total area" means the total land area within the perimeter boundaries of the Property. If the Sales Price is adjusted by more than 5% of the stated Sales Price, either party may terminate this contract by providing written notice to the other party within 10 days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the Sales Price automatically will be made to the cash portion of the Sales Price payable by Buyer without the necessity of an amendment to this contract
4. **FINANCING:** The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes below)
- A. **THIRD PARTY FINANCING:** One or more third party mortgage loans in the total amount of \$ _____ (excluding any loan funding fee or mortgage insurance premium).
- (1) **Property Approval:** If the Property does not satisfy the lenders' underwriting requirements for the loan(s) (including, but not limited to appraisal, insurability and lender required repairs), Buyer may terminate this contract by giving notice to Seller prior to closing and the earnest money will be refunded to Buyer.
- (2) **Credit Approval:** (Check one box only)

Initialed for identification by Buyer _____ and Seller _____

(Address of Property)

- (a) This contract is subject to Buyer being approved for the financing described in the attached Third Party Financing Addendum for Credit Approval.
- (b) This contract is not subject to Buyer being approved for financing and does not involve FHA or VA financing.
- B. ASSUMPTION: The assumption of the unpaid principal balance of one or more promissory notes described in the attached Texas Real Estate Commission (TREC) Loan Assumption Addendum.
- C. SELLER FINANCING: A deferred payment promissory note from Buyer to Seller of \$_____, secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance.
5. **EARNEST MONEY:** Within 3 days after the Effective Date of this contract, Buyer must deliver \$500.00 as earnest money to Thomas Hartman as escrow agent, at Old Republic National Title Insurance Company, 1225 North Loop West, Suite 750, Houston, Texas 77008. Buyer shall deliver additional earnest money of \$ n/a to the escrow agent within n/a days after the Effective Date of this contract. If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers earnest money. If the last day to deliver the earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday. **Time is of the essence for this paragraph.** References in this contract to the "**Effective Date**" of this contract shall mean and refer to the date the escrow agent receipts this contract after execution by all parties.
6. **TITLE POLICY AND SURVEY:**
- A. TITLE POLICY: Seller shall furnish to Buyer at Seller's Buyer's expense an owner policy of title insurance (Title Policy) issued by Old Republic National Title Insurance Company (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) 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 the Property.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 4.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Visible and apparent easements and other matters not appearing of record, but that are depicted on the survey of the Property and described in the Commitment (hereafter defined).

- (6) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
- (7) The standard printed exception as to marital rights.
- (8) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (9) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. Buyer, at Buyer's expense, may have this exception amended to read "shortages in area."
- (10) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. COMMITMENT: Within 20 days after the Effective Date of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- (1) Within 14 days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit) **If Seller fails to furnish the existing survey or affidavit within the time prescribed, or** if the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
- (2) Within 30 days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense; provided however, if the period of time for delivery of the Commitment and Exception Documents is extended pursuant to Paragraph 6.B., the period of time for obtaining the survey shall be extended for the same period of time. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- (3) Within n/a days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (8) above; or disclosed in the Commitment other than items 6A(1) through (10) above; (ii) any portion of the Property lying in a special flood

hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions or restrictions which prohibit or impair the following use or activity: development, use and occupancy of the Property for affordable housing as defined by the United States Department of Housing and Urban Development.

Buyer must object the earlier of (i) the Closing Date or (ii) 10 days after Buyer receives the Commitment, Exception Documents, and the survey; provided however, if the Commitment, Exception Documents and survey are not delivered to Buyer until the Closing Date, the time for Buyer to object to the same will be automatically extended to 10 days after the Closing Date and the Closing Date will be extended for the period of time for such objections to be made and Seller's cure of such objections as provided below. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Buyer is advised to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) MEMBERSHIP IN PROPERTY OWNERS' ASSOCIATION(S): The Property is is not subject to mandatory membership in a property owners' association(s). If the Property is subject to mandatory membership in a property owners' association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners' association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners' association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a

party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners' Association should be used.

- (3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) TIDE WATERS: If the 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 the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer 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. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. The Property shall be restored substantially to its present condition after any such inspections, surveys or tests at Buyer's sole expense. **Buyer hereby indemnifies and holds Seller harmless from any claims, costs, expenses, attorney's fees, bodily injuries, accidents or damage and shall repair any physical damage, to or on the Property caused by Buyer or Buyer's inspections, tests or surveys. Buyer's covenants pursuant to this Section 7.A. shall survive the Closing or any termination of this contract.**

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: (Check one box only)

- (1) Buyer accepts the Property in its present condition.
- (2) Buyer accepts the Property in its present condition provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____
 _____ (Do not insert general phrases, such as "subject to inspections," that do not identify specific repairs.)

NOTICE TO BUYER AND SELLER: Buyer's agreement to accept the Property in its present condition under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

C. COMPLETION OF REPAIRS: Unless otherwise agreed in writing, Seller shall not complete any repairs prior to the Closing Date. All required permits must be obtained, and repairs and treatments, if any, must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 15 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. During the Option Period, Buyer and Buyer's agents shall have access to the Property to conduct

such tests, assessments and inspections as Buyer deems necessary with respect to environmental matters.

E. **SELLER'S DISCLOSURES:** Except as otherwise disclosed in this contract, Seller has no knowledge of the following:

- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
- (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) any environmental hazards that materially and adversely affect the Property;
- (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
- (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
- (6) any threatened or endangered species or their habitat affecting the Property.

Seller's knowledge shall mean the current actual knowledge of Matt Thibodeaux, Seller's Executive Director, after performing reasonable inspections of Seller's files regarding the Property, but with no further inspections, investigations or inquiries.

8. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements. NONE

9. **CLOSING:**

A. The closing of the sale will be on or before 60 days after the Effective Date of this contract, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a special warranty deed conveying title to the Property to Buyer substantially in the form and content substantially similar to the Special Warranty Deed attached hereto as **Exhibit B** and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy and any documents required or described in Paragraph 11. Special Provisions.
- (4) There shall be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer, and assumed loans will not be in default.

(5) If the Property is subject to a lease which will be assumed by Buyer, Seller shall (i) deliver to Buyer the lease(s) and the move-in condition form signed by the tenant, if any, and (ii) transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has received the security deposit and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

10. **POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. **SPECIAL PROVISIONS:**

A. Within 14 days after the Effective Date of this contract, Seller shall deliver to Buyer copies of the following items, to the extent that the items are in Seller's possession or are readily available to Seller: (1) all leases pertaining to the Property, including all modifications thereto; (2) all licenses and permits related to the Property; (3) utility capacity letters from the Property's water and sewer service provider; (4) all previous environmental assessments or studies; and (5) all surveys and plats of the Property.

B. The Property, and any improvements constructed on the Property, shall (i) be solely used to provide Affordable Housing for a period of not less than the Affordability Period as defined in the Form of Special Warranty Deed attached hereto as Exhibit B and (ii) comply with the Project Specifications, attached to the Form of Special Warranty Deed as Appendix B. The restrictions contained in (i) and (ii) of this sub-paragraph B, (collectively the "Restrictions") shall run with the Property, shall be binding on the Buyer, its successors and assigns for the term of the Restrictions, and shall inure to the benefit of the Seller, its successors and assigns for the term of the Restrictions.

C. Buyer may not assign this contract without the written consent of Seller.

D. Buyer, at Buyer's expense, may conduct a Phase I environmental assessment of the Property and any other tests, inspections or assessments related to environmental matters of the Property (collectively, the Phase I) during the Option Period and as provided in Paragraphs 7.A and 7.D. If Buyer gives Seller written notice of termination of this contract based on matters disclosed in the Phase I or other environmental tests, inspections or assessments of the Property, Buyer shall provide Seller with a copy of the Phase I with the written notice of termination.

E. **NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY HEREIN, BUYER SHALL PAY ALL CLOSING COSTS.**

12. **SETTLEMENT AND OTHER EXPENSES:**

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$ n/a to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas

Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; adjusted origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; owner title policy and any endorsements or modifications thereto, loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; escrow fees; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year. Obligations imposed by this paragraph will survive closing.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in Assessments for periods prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. **CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer or (b) accept the Property in its damaged condition without reduction to the Sales Price.

15. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default after the expiration of 10 days' notice and opportunity to cure, and Seller then may (a) seek such relief as may be provided at law or in equity or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default after the expiration of 10 days' notice and opportunity to cure, and Buyer then may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract.

16. **MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this

contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. **ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
18. **ESCROW:**
- A. **ESCROW:** The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
 - B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.
 - C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
 - D. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.
19. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back-up offers.
20. **FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by the Internal Revenue Code and regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by electronic transmission as follows and to the attorney representing each party, if any, designated in Paragraph 25:

To Buyer at:

Fifth Ward CRC
Attn: Kathy Flanagan Payton
4300 Lyons Avenue, Suite 300
Houston, TX 77020

Telephone: (713) 674-0175

E-mail: kpayton@fifthwardcrc.org

To Seller at:

410 Pierce St., Suite 355
Houston, Texas 77002

Telephone: (713) 526-7577

Email: mthibodeaux@midtownhouston.com

kschramm@midtownhouston.com

22. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|--|---|
| <input type="checkbox"/> Third Party Financing Addendum for Credit Approval | <input type="checkbox"/> Addendum for "Back-Up" Contract |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Addendum for Coastal Area Property |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners' Association | <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Seller's Temporary Residential Lease | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input type="checkbox"/> Addendum for Sale of Other Property by Buyer |
| | <input checked="" type="checkbox"/> Other (list): Form of Special Warranty Deed. |

23. **TERMINATION OPTION:** For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$100.00 (Option Fee) within 3 days after the Effective Date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 15 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If no dollar amount is stated as the option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination under this Paragraph 23 within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee will will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

Contract Concerning _____
(Address of Property)

24. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts this offer by 5:00 p.m. Central Standard Time on _____, the offer will lapse and become null and void.

25. CONSULT AN ATTORNEY: TREC rules prohibit real estate licensees from giving legal advice. READ THIS CONTRACT CAREFULLY. If you do not understand the effect of this contract, consult an attorney BEFORE signing.

Buyer's Attorney is:

Telephone: () _____

E-mail: _____

Seller's Attorney is:

Mary Buzak
Bracewell LLP
711 Louisiana Street, Suite 2300
Houston, Texas 77002

Telephone (713) 221-1153

Email: mary.buzak@bracewell.com

EXECUTED the _____ day of _____, 20_____.

BUYER:

By: _____

Name: _____

Title: _____

SELLER:

Midtown Redevelopment Authority

By: _____

Name: _____

Title: _____

Contract Concerning _____

(Address of Property)

CONTRACT AND EARNEST MONEY RECEIPT

Receipt of Contract and \$ _____ Earnest Money in the form of _____ is acknowledged.

Title Company: Old Republic National Title Insurance Company

Date: _____

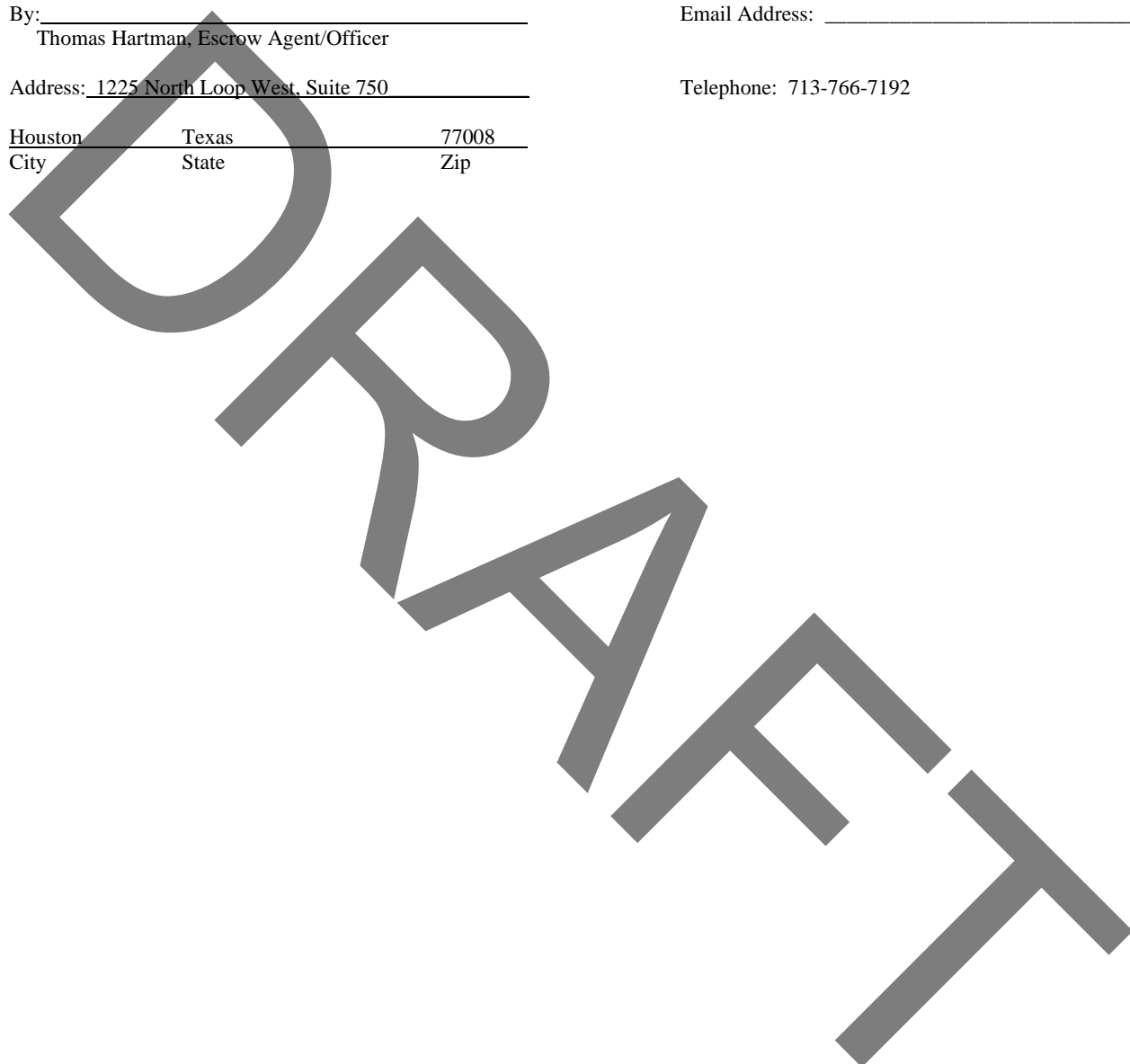
By: _____
Thomas Hartman, Escrow Agent/Officer

Email Address: _____

Address: 1225 North Loop West, Suite 750

Telephone: 713-766-7192

Houston Texas 77008
City State Zip



Initialed for identification by Buyer _____ and Seller _____

Exhibit A

to

Unimproved Property Contract

Property Description

[See attached Exhibit D to the Grant Agreement]

DRAFT

Exhibit B

to

Unimproved Property Contract

Form of Special Warranty Deed

[See attached Exhibit C to the Grant Agreement]

DRAFT

Exhibit C
to
Grant Agreement

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 §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

THAT MIDTOWN REDEVELOPMENT AUTHORITY, a Texas public not for profit local government corporation ("**Grantor**"), 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 FIFTH WARD COMMUNITY REDEVELOPMENT CORPORATION, a non-profit corporation created and organized under the laws of the State of Texas ("**Grantee**" or "**Developer**"), whose address is 4300 Lyons Avenue, Suite 300, Houston, Texas 77020, those certain tracts or parcels of land in Harris County, Texas, more particularly described in **Appendix A** attached hereto and incorporated herein by this reference, together with all improvements thereon and all rights and interests appurtenant thereto (each such tract of land, improvements, rights and interests is hereinafter individually referred to as a "**Tract**" and the Tracts are collectively referred to as the "**Property**").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to all matters of record in the Office of the County Clerk of Harris County, Texas, and all matters that a true and correct on-the-ground survey of the Property would reveal, to the extent the same are validly existing and applicable to the Property (hereinafter referred to collectively as the "**Permitted Encumbrances**").

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 Special Warranty Deed shall have the following meanings:

"Affordable Housing" means

- (i) housing that is for purchase by a family if the housing has an initial purchase price that does not exceed ninety-five percent (95%) of the median purchase price for the type of single-family housing (1 to 4 family residence,

condominium unit, cooperative unit, combination manufactured home and lot, or manufactured home lot) for the City of Houston as determined by the United States Department of Housing and Urban Development (“HUD”) and has an estimated appraised value at acquisition, if standard, or after any repair needed to meet property standards set out in 24 CFR 92.251, that does not exceed ninety-five percent (95%) of the median purchase price described above;

- (ii) housing that is the principal residence of an owner whose family qualifies as a Very Low, Low or Moderate Income Family at the time of purchase; and
- (iii) housing in which a Qualified Homebuyer is paying no more than thirty-three percent (33%) of gross income for total mortgage principal, interest, taxes and insurance at the time of purchase; and
- (iv) housing that is subject, for the Affordability Period, to restrictions or recapture provisions as provided in the Restrictions herein.

“Affordability Period” means the minimum period of time during which a Qualified Homebuyer must own and occupy a particular single-family residence built on the Property (“Affordable Housing Unit”) as his/her/their principal residence, which period shall be:

- (i) twenty (20) years commencing on the first date that the Qualified Homebuyer occupies the Affordable Housing Unit as his/her/their principal residence, provided, however, that if the Qualified Homebuyer receives federal HOME Program assistance in an amount over \$40,000.00, then the Affordability Period shall be twenty-five (25) years; unless,
- (ii) 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.

“Low Income Family” means a family whose annual income exceeds 50% but does not exceed 80% of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller and larger families.

“Moderate Income Family” means a family whose annual income exceeds 80% but does not exceed 120% of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller and larger families.

“Qualified Homebuyer” means:

- (i) a Very Low Income Family;
- (ii) a Low Income Family; or
- (iii) a Moderate Income Family.

“Very Low Income Family” means a family whose annual income does not exceed 50% of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller and larger families.

“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 Special Warranty Deed and the conveyance hereinabove set forth, this Special Warranty 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:

(a) The Property, and any improvements constructed on the Property, shall (i) be used exclusively to provide Affordable Housing for a period of not less than the Affordability Period as defined in this Special Warranty Deed, (ii) be owned and occupied by a Qualified Homebuyer at all times during the Affordability Period, (iii) not be used as a rental house, lodging house, rooming house, hotel, “bed and breakfast,” listed on AIRBNB or other similar listing services for short-term or long-term lease or rental or for any commercial, business or professional purpose, and (iv) comply with the Project Specifications, attached hereto as **Appendix B**.

(b) Any holder of a first lien deed of trust on a Tract owned by a Qualified Homebuyer (a “First Lien Deed of Trust”) shall provide Grantor with: (i) 30 days written notice prior to pursuing remedies and/or foreclosure pursuant to its First Lien Deed of Trust; (ii) the opportunity to cure any defaults under the subject First Lien Deed of Trust; and/or (iii) the right and opportunity to purchase the indebtedness secured by the subject First Lien Deed of Trust and all liens securing the same including the subject First Lien Deed of Trust.

The Restrictions shall run with the Property, shall be binding on Grantee, its successors and assigns for the term of the Restrictions, and shall inure to the benefit of Grantor, its successors and assigns for the term of the Restrictions.

3. Covenants Running with the Land. All of the agreements, conditions, and restrictions contained in this Special Warranty 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 portion of the Property and the Grantor and its successors and assigns (the “Benefitted Party(ies)”).

4. Reconveyance Right. If at any time during the Affordability Period, a Tract is not being used in compliance with the Restrictions, Grantor reserves and shall have the right (the “Reconveyance Right”), but not the obligation, to require Grantee or its successors and assigns to reconvey the Tract (together with all improvements thereon and appurtenances thereto) to Grantor. Closing upon such reconveyance transaction shall be completed within 30 days from the date of Grantor's notice to Grantee or its successors and assigns of its election to exercise its Reconveyance Right. The Tract shall be reconveyed by Grantee or its successors and assigns free and clear of any and all monetary liens and any other exceptions to title other than the Permitted Encumbrances and such other encumbrances to title that are reasonably acceptable to Grantor. This

Reconveyance Right shall automatically terminate upon the expiration of the term of the Restrictions. This Reconveyance Right shall be subordinate to the rights of any holder of a First Lien Deed of Trust on the Tract provided such holder of a First Lien Deed of Trust shall provide Grantor with: (i) 30 days written notice prior to pursuing remedies and/or foreclosure pursuant to its First Lien Deed of Trust; (ii) the opportunity to cure any defaults under the subject First Lien Deed of Trust; and (iii) the right and opportunity to purchase the indebtedness secured by the subject First Lien Deed of Trust and all liens securing the same including the subject First Lien Deed of Trust prior to the day of foreclosure.

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 any Tract (together with all improvements thereon and appurtenances thereto) either voluntarily or involuntarily to a party other than the initial Qualified Homebuyer (the "Third Party Purchaser"), Grantor shall recapture from the available net proceeds of such sale an amount equal to the amount denoted as the "Recapture Amount" for such Tract in the table attached hereto as **Appendix B**. Within 14 business days of receipt of the Recapture Amount, Grantor shall release the Restrictions imposed hereunder. The obligations established under this Special Warranty Deed shall be secured by a Promissory Note and Deed of Trust for the benefit of the Grantor. 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 all or a portion of 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 Grantee or its successors and assigns whether Grantor will exercise its option to purchase the Property (or the applicable portion thereof) 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 Grantee or its successors and assigns. If Grantor delivers written notice to Grantee or its successors and assigns within such thirty (30) day period that Grantor elects to exercise its option, then Grantee or its successors and assigns shall sell the Property (or the applicable portion thereof) to Grantor at the specified sales price and under the conditions specified by Grantor. If Grantor fails to deliver written notice to Grantee 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. Grantee or its successors and assigns shall be bound by the terms and conditions of this Right of First Refusal for each and every new, bona fide offer received by Grantee to purchase all or any portion of the Property. Notices required by this Section shall be given in accordance with the provisions of Section 12 hereof.

7. Attorneys' 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 the Restrictions set forth in this Special Warranty Deed, or any default hereunder, 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 attorneys' 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. Injunctive Relief. In the event of any violation or threatened violation by any person of any of the terms, restrictions, or conditions of this Special Warranty Deed, any of the Benefitted Parties shall have the right to seek an injunction to enjoin such violation or threatened violation in a court of competent jurisdiction.

10. Waiver of Default. No waiver of any violation of the Restrictions shall be implied from any omission by any Benefitted 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 Property, their respective Mortgagees, if any, and the Grantor. Except as otherwise provided herein, any termination of the Restrictions will require the prior written consent of all owners of the Property, their respective Mortgagees, if any, and the Grantor. Each of such owners will provide the name and address of applicable Mortgagees upon receipt of a written request therefor from any owner seeking to amend the Restrictions. As used in the Restrictions, the term "Mortgagee" means the trustee and beneficiary under a Mortgage, and the term "Mortgage" means any deed of trust encumbering all or any portion of the Property.

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:

Fifth Ward Community Redevelopment Corporation
4300 Lyons Avenue, Suite 300
Houston, Texas 77020
Attention: Kathy Payton

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.

[Execution Page to Follow]

EXECUTED this the ____ day of _____, 20__.

“GRANTOR”

MIDTOWN REDEVELOPMENT
AUTHORITY, a Texas public not for 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 not for profit local government corporation,
on behalf of said entity.

Notary Public in and for the State of Texas

[SEAL]

Grantee's Acceptance of Special Warranty Deed

Grantee accepts this Special Warranty 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 Special Warranty 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”

FIFTH WARD COMMUNITY REDEVELOPMENT CORPORATION, a Texas non-profit corporation

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this ____ day of _____, 20__, by _____ of Fifth Ward Community Redevelopment Corporation, a Texas non-profit corporation, on behalf of said entity.

Notary Public in and for the State of Texas

[SEAL]

Appendix A
to
Special Warranty Deed

Property Description

DRAFT

Appendix B*to**Special Warranty Deed*

Project Specifications

<u>Tract</u>	<u>Address</u>	<u>Lot Size</u>	<u>Floor Plan</u>	<u>Total Square Footage</u>	<u>Gross Living Area</u>	<u>Bedrooms</u>	<u>Bathrooms</u>	<u>Garage</u>	<u>Maximum Sale Price</u>	<u>Recapture Amount¹</u>
1	3327 Tuam Street	5300.55	JMA	1,488	1,142	3	2	1	\$219,000	
2	3210 Tuam Street	5309.83	JMA	1,488	1,142	3	2	1	\$219,000	
3	3316 Tuam Street	4992.89	JMA	1,488	1,142	3	2	1	\$219,000	
4	2806 Canfield Street	4459.80	JMA	1,488	1,142	3	2	1	\$219,000	
5	3411 Beulah Street	5059.92	JMA	1,488	1,142	3	2	1	\$219,000	

Each single-family home will have the following design features: SEE ATTACHED²

¹ Recapture Amounts to be inserted prior to conveyance of the Property.

² A Qualified Homebuyer may purchase upgrades to the standard interior and exterior design features in an amount not to exceed \$10,000, provided that the amount of such upgrades (i) shall be reflected on the settlement statement for the sale of that residence as a line item paid separately by that Qualified Homebuyer, (ii) shall not increase the maximum sale price for that residence, and (iii) shall not be included within the Qualified Homebuyer's mortgage loan amount.

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

Exhibit D
to
Grant Agreement

Description of Property Being Granted to Grantee

Tract 1: 3327 Tuam Street, Houston, Texas 77004 (HCAD #0372530000013)

Lot Thirteen (13), in Block Forty-three (43), of William A. Wilson Company's Subdivision, a subdivision in Harris County, Texas according to the map or plat thereof, recorded in Volume 3, Page 67 of the Map Records of Harris County, Texas.

Tract 2: 3210 Tuam Street, Houston, Texas 77004 (HCAD #0510260000002)

Lot Two (2), in Block Four (4) of Booker T. Washington Addition, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 5, Page 73 of the Map Records of Harris County, Texas.

Tract 3: 3316 Tuam Street, Houston, Texas 77004 (HCAD #0510270000008)

Lot Eight (8), in Block Five (5), of BOOKER T. WASHINTGON ADDITION, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 5, Page 73 of the Map Records of Harris County, Texas.

Tract 4: 2806 Canfield Street, Houston, Texas 77004 (HCAD #0372540000019)**Property**

STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

Metes and Bounds Description

A tract of land containing 4,500 Square Feet, being a portion of Lots 1 & 2, Block 44, William A Wilson Company's Subdivision, according to the map or plat thereof recorded in Volume 3, Page 67 of the Harris County Map Records, (H.C.M.R.) Harris County, Texas, being the same tract recorded in the name of the Nooreen Jilani under Harris County Clerk's File (H.C.C.F.) o. 20090253095 and being further described under H.C.C.F. No. D031810 of the Real Property Records of Harris County, Texas and being more particularly described by metes and bounds as follows (bearings based said Volume 3, Page 67 H.C.M.R.);

BEGINNING at a point on the northwesterly line of Canfield Street (50 Feet wide, platted as Eighth Street) being a common corner between Lots 1 & 16 of Block 44, and being the southeast corner of this tract from which an iron rod found bears North 16° 49' 16" West a distance of 0.31 Feet;

THENCE, NORTH 70° 00' 00" WEST, with the common line between Lots 1 & 16 and between Lots 2 & 15, a distance of 100.00 Feet to an iron rod found at the common corner between Lots 2, 3, 14 & 15 being the southwest corner of this tract;

THENCE, NORTH 20° 00' 00" EAST, with the common line between Lots 2 & 3, a distance of 45.00 Feet to an iron rod found at the northwest corner of this tract;

THENCE, SOUTH, 70° 00' 00" EAST, across and through Lots 1 & 2, with the southerly line of a tract recorded in the name of Tannie M. Trampoline under H.C.C.F. No. F133898, a distance of 100.00 Feet to an iron rod found on the westerly right-of-way line of the aforementioned Canfield Street being the northeast corner of this tract;

THENCE, SOUTH 20° 00' 00" WEST, with the westerly right-of-way line of Canfield Street, a distance of 45.00 Feet to the POINT OF BEGINNING and containing 4,500 Square Feet of land.

Tract 5: 3411 Beulah Street, Houston, Texas 77004 (HCAD #0372480000011)

Lot Eleven (11), in Block Thirty-eight, of William A. Wilson Company Subdivision, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 3, Page 67, of the Map Records of Harris County, Texas.

Exhibit E
to
Grant Agreement

Homebuyer Eligibility Requirements

Southeast Houston Affordable Housing Initiative (SEHAHI)

Center for Civic and Public Policy Improvement (CCPPI)

Homebuyer Eligibility Requirements

Homebuyer Eligibility Requirements – To be considered eligible, the prospective homebuyer must meet the following requirements:

1. Homebuyer(s) must be US Citizen or permanent resident alien and provide one of the following:
 - a. Birth certificate issued by any U.S. jurisdiction
 - b. U.S. Passport
 - c. Green Card
2. Homebuyer(s) must be a resident of the City of Houston metropolitan area for at least the past twelve (12) months or longer and provide evidence of same which may include but is not limited to one of the following:
 - a. Lease in the name of the prospective homebuyer(s) for a period covering the last twelve (12) months
 - b. Utility bill in the name of the prospective homebuyer(s) covering the last twelve (12) months
3. Homebuyer(s) must be a first-time homeowner [has not owned a home in the last three (3) years] and provide the following:
 - a. Affidavit certifying to the above
4. If not self-employed, Homebuyer(s) must have been employed by the same employer for at least three months and provide the following:
 - a. Employment verification.
5. Homebuyer(s) may not own another home or residential real estate property other than heir property with multiple owners and must provide the following:
 - a. Affidavit certifying to the above
6. Homebuyer(s) total annual gross household income cannot exceed a maximum of 120% AMI or the income level designated in the applicable development agreement, adjusted for household size, as published annually by HUD. Homebuyer's total Mortgage PITI cannot exceed 33% of annual gross household income. If the income verification process is

conducted by Houston Area Urban League (HAUL), Homebuyer(s) must submit the following documents related to income and assets:

- a. One of the following:
 - i. If employed: Two (2) months of pay stubs
 - ii. If self-employed: YTD Profit & Loss Statement from a CPA or tax preparer
 - b. Two (2) months of statements for all bank accounts including personal and business
 - c. Most recent IRA, 401K or other retirement or pension account statements
 - d. Award letters for pension(s)
 - e. Award letters for social security
 - f. Two (2) years of filed tax returns
 - g. Any other documentation that HAUL may reasonably request to determine Homebuyer(s) income eligibility
7. Homebuyer(s) must successfully complete eight (8) hours of homeownership education course from a HUD Certified counseling agency & taught by a HUD Certified Counselor. Houston Area Urban League (HAUL) is utilized to provide this homeownership education. If Homebuyer chooses to utilize another HUD certified counseling agency an additional two (2) hour course conducted by HAUL must also be completed. This course will cover requirements/restrictions unique to the Midtown Redevelopment Authority (MRA) affordable housing program as well as information related to ad valorem taxation including filing protests and homestead tax exemptions.
 8. Homebuyer(s) may not have liquid assets more than \$30,000.00. IRA's and 401K's (retirement accounts) are subject to a (.06%) imputed income from assets.
 9. Homebuyer(s) must agree to maintain the home as their principal place of residence for the full affordability period of 20 years (25 years if Homebuyer(s) receives more than \$40,000 of federal HOME Program assistance). If the affordability period is not satisfied, the full amount of the Midtown Homebuyer assistance must be repaid to MRA.
 10. Homebuyer(s) must meet Lender's underwriting requirements and be approved for a mortgage loan for at least the length of the affordability period. Homebuyer(s) must escrow taxes through the mortgage.
 11. Homebuyer(s) must agree to participate in compliance monitoring and lien requirements for the duration of the affordability period. The current affordability period is twenty (20) years.
 12. Homebuyer(s) must agree not to use the home as a long-term or short-term rental property during the affordability period. Homebuyer(s) must provide the following annually:
 - a. Affidavit certifying to the above

13. Developer(s) is prohibited from sale of home to buyer related within three degrees of consanguinity or affinity to develop(s) by blood, marriage or adoption. Developer(s) must provide the following:
 - a. Affidavit certifying to the above
14. Developer and the prospective Homebuyer must each submit a Conflict of Interest Affidavit, signed under penalty of perjury, stating that neither the Developer nor the Homebuyer has a familial or business relationship with Midtown Redevelopment Authority, any of its Developers, or their respective boards of directors, officers, managers, employees, agents, or consultants.
15. To the extent any of the guidelines set forth herein are in conflict with contemporaneous City of Houston, Texas Affordable Home Development Program guidelines (see Exhibit A); Harris County, Texas affordable housing guidelines; or other vetted homebuyer down payment assistance guidelines, any terms and conditions contained in the above-cited guidelines that are not included in the Homebuyer Requirements contained herein, will be adopted for homebuyers receiving such assistance. The purpose is to ensure that homebuyer down payment assistance provided by any entity that offers the same is available to homebuyers purchasing homes under auspices of the Southeast Houston Affordable Housing Initiative.

Notwithstanding the foregoing, MRA's affordability period shall exist according to its terms and is not impacted by the affordability period adopted by any of the entity that provides down payment assistance.

THESE ELIGIBILITY REQUIREMENTS MAY BE AMENDED FROM TIME TO TIME

EXHIBIT A
CITY OF HOUSTON AFFORDABLE HOME DEVELOPMENT PROGRAM
GUIDELINES*

Applicant(s) and co-applicant(s) must be able to obtain a fixed-rate mortgage loan for the length of the Affordability Period.

Eligibility is valid for 120 days from the date the applicant is determined to be income eligible. If contracts are not signed within 120 days of that date, applicant may submit a written request for a one-time, 60-day extension, which HCD may grant on a case-by case basis at its discretion. Income-eligible determination is subject to appeal by the applicant pursuant to the process established by HCD.

Applicants and co-applicants must satisfy delinquency on a federal or federally insured loan, Internal Revenue Service taxes, utility payments applicable to the current or former address(es) or owe the City for City services provided to them (for example, City Emergency Medical Services bills, and municipal violations), listed on credit report, real property records or otherwise, prior to program participation.

Any applicant(s), co-applicant(s) and household member(s) 18 years of age and older who are registered as sex offenders are not eligible to receive financial assistance.

Any household member must be legally divorced to list themselves as separated from their significant other on the application. The valid divorce decree is required.

Homebuyer(s) must contribute \$350 into the purchase to demonstrate a level of commitment to the purchase transaction. The cost of the appraisal, credit report, inspection, earnest money and/or cash brought to closing satisfies this requirement.

To receive assistance, the total household income from all sources (including income from a non-purchasing spouse, and any other household member(s) 18 years of age or older) cannot exceed 120% percent of the AMI, adjusted for household size, as determined annually by HUD. Annual Income refers to gross annual income calculated using the 24 CFR §5.609 Part 5 definition.

Homebuyer applicant(s) must submit income certification documentation for the purpose of determining eligibility. Eligibility determination will be conducted by HCD staff upon written request.

Liquid assets for the household cannot exceed \$30,000, or otherwise upon approval of the Assistant Director for the Single-Family Division.

Homebuyer applicant(s) agrees to an annual monitoring of the residence performed by the HCD staff to ensure that the Homebuyer is living in the home as their primary residence and complying with the restrictive covenants.

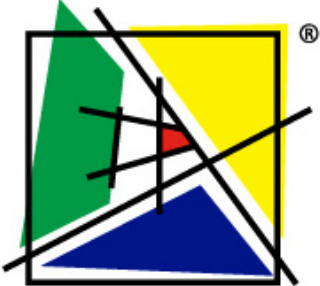
Program participants must agree to the Affordability Period and lien requirements. The Affordability Period of homes purchased will be five (5) years for up to \$100,000 of assistance or

otherwise upon approval of the Director. The lien on the property will be removed by the City upon completion of the terms and conditions of all documents related to the Program and completion of the Affordability Period.

Forgiveness of the loan provided will be prorated over the course of the determined Affordability Period. The annual proration percentage will depend on the length of the Affordability Period, with 100% of the loan being forgiven and the lien satisfied at the termination of the Affordability Period.

*Other City of Houston requirements may apply.

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midtown
H O U S T O N

**CAPITAL
IMPROVEMENT**

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Capital Improvements Program

Caroline Street Reconstruction

- Resubmitted revised drawings to the City for final approval of pilot areas for proposed corrections to punch list items not addressed by TxDOT contractor.
- Following City approval of plans, procurement documents will be developed to implement proposed work in pilot areas.

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.
- Contractor has started installation of landscape material; remaining trees scheduled to be installed in April.

Brazos Street Reconstruction

- The Brazos Street Reconstruction project will include roadway, infrastructure, and streetscape enhancements along Brazos Street between St. Joseph Parkway and Elgin Street.
- 192 responses received to initial public engagement survey.
- Survey results are being reviewed and will be presented at April Board meeting.



midtown
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**URBAN DEVELOPMENT
PLAN
CUSHMAN & WAKEFIELD**

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (the "Agreement") is made and entered into between Midtown Redevelopment Authority, a Texas non-profit local government corporation (the "Client"), and Cushman & Wakefield U.S., Inc. ("C&W").

Client's Board of Directors has determined that it is in the best interest of the Client to retain C&W to provide certain real estate consulting services. Pursuant to the foregoing, the Client hereby appoints C&W as its sole agent and grants to C&W the non-exclusive right to provide those certain real estate consulting services outlined in this Agreement.

1. **TERM:** The term of this Agreement begins on **April 15, 2024**, and will continue until **April 15, 2025**; provided, however, either party may terminate this Agreement by providing the other party ten (10) days prior written notice of same.
2. **C&W'S SERVICES:** Client has requested, and C&W agrees to perform those certain services set forth in **Exhibit "A"** attached hereto and incorporated herein by reference. Client acknowledges and agrees that C&W's services may include advice, opinions or recommendations, but all decisions in connection with the implementation of any such advice, opinions or recommendations shall in fact be made by, and are the responsibility of, the Client. Notwithstanding the foregoing, C&W shall be liable for its own negligence and willful misconduct in performing its obligations under the Agreement, in accordance with Paragraph 13 herein. Nothing in this Agreement shall be deemed or construed so as to require C&W to perform the services of architects, engineers, contractors, accountants, legal counsel or other professionals requiring special licenses or make C&W responsible for the failure of the various professionals retained by Client to properly perform their services. C&W shall have the right to utilize its affiliates and alliance members in the performance of its services hereunder, provided that they comply with the obligations of C&W under this Agreement. C&W's relationship with the Client hereunder is that of an independent contractor, and neither C&W nor the Client shall represent to any other person or entity that C&W's relationship to the Client hereunder is other than that of an independent contractor.
3. **COMPENSATION:** As consideration for C&W's services hereunder, Client hereby agrees to pay C&W those certain fees and reimburse C&W for certain expenses set forth in **Exhibit "B"** attached hereto and incorporated herein by reference, said compensation to be paid to C&W within thirty (30) days of Client's receipt of an invoice for same. Any compensation not paid to C&W when due will bear interest from the due date until paid at the lower of (i) twelve percent (12%) or (ii) the highest legal rate of interest. Notwithstanding anything contained herein to the contrary, in the event of an early termination of this Agreement, Client hereby agrees to pay C&W for all services rendered and expenses incurred prior to the effective date of termination within thirty (30) days of said effective date of termination.
4. **OWNERSHIP:** C&W has acquired, created, or otherwise has rights in, and may, in connection with the performance of C&W's services hereunder, acquire, create, modify, provide or otherwise obtain rights in, various concepts, ideas, know-how, methods, methodologies, procedures, processes, and techniques (collectively, the "C&W Technology"). Except as provided in this Paragraph 4, and subject to Paragraph 5 below,

upon full and final payment to C&W hereunder, the tangible items specified as deliverables or work product in **Exhibit "A"** (the "Deliverables") shall become the property of the Client. To the extent that C&W utilizes any of its own property (including, without limitation, the C&W Technology or any hardware or software of C&W) in connection with the performance of C&W's services hereunder, such property shall remain the property of C&W, and the Client shall acquire no right or interest in such property. The term "work product" shall not be deemed to include any software, information, materials, tools, methodologies, intellectual property and trademarks that are owned or licensed by C&W or developed by C&W and that are used by C&W in performing its services for other customers and clients and the conduct of its business. Notwithstanding anything contained herein to the contrary, nothing herein shall grant any exclusive rights to Client in, or transfer ownership to Client of, any material or information that is created or used by C&W in the normal course of its business for its clients or customers generally or is of a generic nature or is intellectual property owned by C&W or its affiliate(s) (e.g., trademarks) or licensed to C&W by third parties (e.g., third-party computer software). C&W does not agree to any terms that may be construed as limiting or precluding, in any way whatsoever, its right to (a) provide consulting or other services of any kind or nature whatsoever to any person or entity as C&W, in its sole discretion, determines or (b) develop for itself, or for others, materials that are competitive with those produced as a result of the services provided hereunder, irrespective of their similarity to the Deliverables.

5. **CONFIDENTIALITY:** Client agrees that all of C&W's services hereunder and Deliverables shall be solely for the Client's informational purposes and internal use and are not intended to be and should not be used by any person or entity other than the Client. The Client further agrees that C&W's services and Deliverables shall not be circulated, disclosed, distributed or quoted, nor shall reference to such services or Deliverables be made, to any person or entity other than the Client without C&W's prior written consent, except as may be required under law, including but not limited to the Texas Public Information Act, Chapter 552, Texas Government Code. To the extent that, in connection with this Agreement, C&W comes into possession of any confidential or proprietary information of the Client, C&W agrees not to disclose such information to any third party without the Client's written consent, except (a) as may be required by law or in connection with the performance of C&W's services hereunder, or (b) to the extent such information (i) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure by C&W in breach hereof, (ii) is disclosed by the Client to a third party without substantially the same restrictions as set forth herein, (iii) becomes available to C&W on a non-confidential basis from a source other than the Client, provided C&W is not aware of any prohibition pertaining to the disclosure of such information to C&W by any such source, (iv) is known by C&W prior to its receipt from the Client without any obligation of confidentiality with respect thereto, or (v) is developed by C&W independently of any disclosures made by the Client to C&W of such information.
6. **CLIENT INFORMATION:** Client represents that any and all data and information that Client provides to C&W shall be, to the best of the Client's knowledge, accurate in all material respects, and C&W shall be entitled to rely on the accuracy of any such data and information without independent verification of same.

7. **FEES AND COSTS:** If either party institutes legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and other costs so incurred.
8. **AUTHORITY:** Each of the Client and C&W represents that it has the full right, power and authority to execute this Agreement, and to perform its respective obligations hereunder.
9. **SURVIVAL:** This Agreement is binding upon the parties hereto and their respective successors and assigns.
10. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement. Signatures provided by facsimile shall be valid and binding in all aspects.
11. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of laws provisions. All actions and proceedings arising in connection with this Agreement shall be filed and litigated in the courts of Harris County, Texas.
12. **NOTICES:** Any notice required or permitted to be given under this Agreement shall be in writing, by personal delivery, commercial overnight courier or certified or registered U.S. Mail, postage prepaid and return receipt requested, to the address stated below for C&W or to the address stated below for Client, and shall be deemed duly given upon receipt, or if by certified or registered mail three (3) business days following deposit in the U.S. Mail. The parties hereto may from time to time designate in writing other addresses expressly for the purpose of receipt of notice hereunder.

If to C&W:
Attn: Mike Pittman II, CCIM
Cushman & Wakefield U.S., Inc.
845 Texas Ave, Suite 4050
Houston, TX 77002

If to Client:
Attn: Matt Thibodeaux & Marlon Marshall
Midtown Redevelopment Authority
410 Pierce Street, Suite 355
Houston, TX 77002

13. **INDEMNIFICATION: C&W HEREBY INDEMNIFIES AND AGREES TO DEFEND AND HOLD CLIENT AND ITS RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, MEMBERS, BENEFICIARIES, TRUSTEES, MANAGERS, EMPLOYEES, AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY CLAIMS, LAWSUITS, HARM, COSTS, DEMANDS, SETTLEMENTS, JUDGMENTS, LOSSES, LIABILITIES, DAMAGES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, COSTS AND RELATED EXPENSES (COLLECTIVELY, "LIABILITIES"), BROUGHT BY A THIRD PARTY, TO THE EXTENT SUCH LIABILITIES WERE CAUSED BY C&W'S NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT.** This provision shall

survive termination of this Agreement.

14. **C&W EMPLOYEES:** Client hereby agrees that it will not, during the term of this Agreement or at any time within one (1) year after expiration or termination of same, solicit to hire or hire any employee of C&W (or any affiliate thereof) with whom Client came in contact in connection with C&W performing the Services hereunder and, in the event Client hires any employee of C&W (or any affiliate thereof) during the period of time provided immediately above, Client hereby agrees to pay C&W a fixed fee equal to twice said employee's base salary, said fee to be paid within thirty (30) days after Client hires same.
15. **OFAC:** Each party represents and warrants to the other that it, and all persons and entities owning (directly or indirectly) an ownership interest in it: (a) are not, and will not become, a person or entity with whom a party is prohibited from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order or other governmental action; and (b) are not knowingly engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (a) above.
16. **ANTI-BRIBERY & CORRUPTION:** Each party represents and warrants to the other that it (and any party acting on its behalf) has not, in order to enter into this Agreement, offered, promised, authorized or made any payments or transfers of anything of value which have the purpose or effect of public or commercial bribery, kickbacks or other unlawful or improper means of doing business ("Prohibited Activity") and will not engage in Prohibited Activity during the term of this Agreement. In the event of any violation of this section, the non-offending party shall be entitled to immediately terminate this Agreement and take such other actions as are permitted or required to be taken under law or in equity.
17. **STATE LAW REQUIREMENTS:**
 - (a) C&W makes the following representation and covenant pursuant to Chapter 2252, Texas Government Code (the "Government Code"), as heretofore amended. Liability for breach of any such verification during the term of the Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything herein to the contrary:

C&W represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153, Government Code, or Section 2270.0201, Government Code. The foregoing representation excludes C&W and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. As used herein, "affiliate" means an entity that controls, is controlled by, or is under common control with C&W within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

(b) C&W will provide a completed and notarized Form 1295 generated by the Texas Ethics Commission's electronic filing application in accordance with the provisions of Section 2252.908, Government Code, and the rules promulgated by the Texas Ethics Commission ("Form 1295"), in connection with entry into this Agreement. Upon receipt of C&W's Form 1295, Client agrees to acknowledge C&W's Form 1295 through its electronic filing application. Client and C&W understand and agree that, with the exception of information identifying C&W and the contract identification number, Client is not responsible for the information contained in C&W's Form 1295 and Client has not verified such information.

18. ENTIRE AGREEMENT: This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and all prior agreements, negotiations and understandings pertaining to such subject matter are superseded by and merged into this Agreement. No modification of this Agreement will be effective unless made in writing and signed by both Client and C&W.

[Signature Page Follows]

MIDTOWN REDEVELOPMENT
AUTHORITY

By: _____
Name: _____
Its: _____
Date: _____

CUSHMAN & WAKEFIELD U.S., INC.

By: _____
Name: _____
Its: _____
Date: _____

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EXHIBIT "A" – SCOPE OF SERVICES

C&W will provide the following real estate consulting services to Client during the term of this Agreement:

- Quarterly market updates on new transactions & availabilities in Midtown
- Ongoing strategic advisory of economic development incentives on a local, state & federal level
- Provide periodic insight to designated personnel of Client on understanding the financial implications of real estate development directly related to equity raising, construction costs, and debt securitization
- Provide quarterly market updates of new and existing leasehold & fee simple market requirements in Midtown
- Provide bi-annual poster and/or digital board overlay of property owners within Midtown
- Advise on creation of a website to host current real estate market availabilities within Midtown
- Provide quarterly alcohol sales tax info for businesses in Midtown
- Provide quarterly report on top visited places in Midtown
- Ongoing strategic advice on storytelling/branding strategies for positioning Midtown as an attractive submarket for real estate developers and occupiers
- Provide quarterly multi-family average market rents in Midtown
- Provide quarterly average asking retail rents in Midtown
- Ongoing strategic advice on local, regional and national events and trade shows that Client should contemplate attending
- Provide quarterly presentation to Client's Board of Directors (or as deemed necessary and agreeable by both parties)
- Advise on 410 Pierce potential redevelopment process

-
- Participate in third party developer conversations between Client as an information advisor for highly visible blocks (i.e., Greyhound block)

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EXHIBIT “B” – COMPENSATION

Payment Schedule: C&W’s base fee to accomplish the scope outlined in Exhibit “A” during the term of this Agreement is \$154,166.00. C&W will allocate a minimum of 500 hours towards the accomplishment of the scope outlined in Exhibit “A”. Invoicing shall occur on a quarterly basis.

Expense Reimbursement: Client shall reimburse C&W for all reasonable project expenses, at cost, incurred by C&W in connection with the provision of the consulting services. Reimbursable expenses shall include, but shall not be limited to, purchasing project-related data, shipping, printing, and similar expenses; provided, however, that Client will not reimburse C&W for any travel-related expenses (including, by way of example but not by way of limitation, airfare, hotel accommodations, or meals).