



midtown
H O U S T O N

**MIDTOWN REDEVELOPMENT AUTHORITY/
TIRZ#2
BOARD OF DIRECTORS MEETING
SEPTEMBER 26, 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, September 26, 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/join/19%3ameeting_MTFIYjI2NGYtYjI3Yi00YTVILWJkZmltNDE1Zjk4NmQ1Y2Jh%40thread.v2/0?context=%7b%22Tid%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 August 29, 2024.
4. Consent Agenda for the Authority:
 - a. Minutes for August 29, 2024;
 - b. Monthly financial reports for August 31, 2024;
 - c. Ratification and acknowledgment of development and purchase agreement with Mors Development Partners, Series LLC for development of single-family affordable homes.
5. Fiscal Year 2024 Midtown Financial Audit.
6. Hotel Saint Augustine - Loretto Drive Street Improvements Project Development Agreement.

7. Affordable Housing Program:
 - a. Affordable Housing Operations Campus;
 - i. Change Orders;
 - ii. Construction Project Management for Tenant Improvements Additional Services Request – Vergel Gay & Associates;
 - b. Intercreditor and Subordination Agreement – Heart of Houston Community Development Corporation;
 - c. Recommendation to approve an increase in the maximum sale price of four single-family homes under the Development and Purchase Agreement with Epic Homes, LLC dated May 22, 2024.
8. Capital Improvements Program
 - a. Caroline Street Reconstruction
 - i. Change Orders
 - ii. Remedial Drainage Pilot Project
 1. Work Order for Construction Materials Testing Services
 - b. Brazos Street Reconstruction;
 - c. Urban Redevelopment Plan.
9. Presentation by MMD – Security & Public Safety and Cultural Arts & Entertainment.
10. Personnel, Compensation and Review Process.
11. 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).

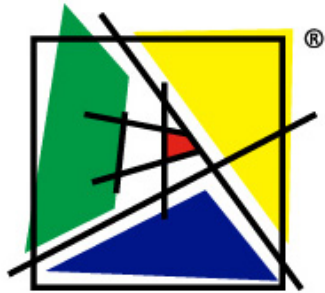
Upon entering into the executive session, the presiding officer shall announce which agenda items will be discussed.

12. Adjourn



Matt Thibodeaux

Executive Director MT/ks



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ZONE CONSENT AGENDA

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

August 29, 2024

A regular meeting of the Board of Directors (the "Board") of Reinvestment Zone Number Two, City of Houston, Texas, was held at 410 Pierce Street, First Floor Conference Room, Houston, Texas 77002 and via videoconference on Thursday, August 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	James Gilford
4	Michael T. Murphy	9	Zoe Middleton
5	Al Odom		

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

In attendance were Authority staff members Matt Thibodeaux, Kandi Schramm, Vernon Williams, Marlon Marshall, Jeremy Rocha, Kayler Williams, David Thomas, Cynthia Alvarado; Melissa Morton of The Morton Accounting Services; Chandler Snipe, Consultant; Peggy Foreman of Burney & Foreman; Mary Buzak of Bracewell LLP; Algenita Davis and Sean Haley of CCPPI; Carol Harrison of IDS Engineering; Walter P. Moore and Rachel Ray of Walter P. Moore; Andrea Perea of RDLR Architects; Linda Ragland of The Herbert Stroman Foundation; Pastor Linda Davis of Boynton Chapel Church; Willie A. Taylor of Holman Street Baptist Church; Zack Martin of Martin Construction Management & Designs, LLC; Harriett Latimer and Lori Hernandez of Harriett Latimer & Associates, Yaneth Martell, Ray Valdez, Gordon Quan, and David Carbajal of LULAC Council 60; Desmond Bertrand-Pitts of Buffalo Soldiers National Museum; Patricia Joiner of Knudson LP; Greg Marchbanks of The Marchbanks Company; Scott Harbors, Midtown resident; and Bill Flores.

In attendance via video conference were Ashley Small and Ashley Segura of Medley, Inc.; Jennifer Curley of the City of Houston; Sally Adame, Chrystal Davis-Robinson; Mike Pittman; Jennifer Gribble, President of Super Neighborhood #62; Lynda Guidry of Super Neighborhood #62; Aaron Moore; Roberta F. Burroughs of Roberta F. Burroughs & Associates; Graciela Saenz; Jamie Rickenbacker; and one additional attendee who was not identified by first and last name.

Director Odom called the meeting to order.

MINUTES FOR JUNE 26, 2024

Director Fontaine made a motion to approve the minutes for June 26, 2024. The motion was seconded by Director Goren and carried by unanimous vote.

EXECUTIVE SESSION

The Board did not enter a closed executive session.

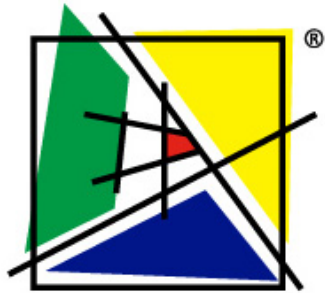
ADJOURN

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

Camille Foster, Assistant Secretary

Date

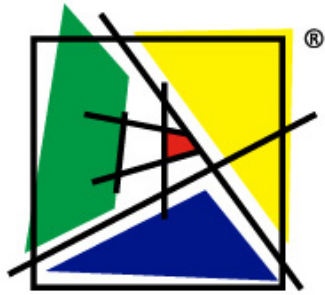
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**AUTHORITY
CONSENT
AGENDA**



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MINUTES

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

August 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, August 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
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4	Michael T. Murphy	9	Zoe Middleton
5	Al Odom		

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

In attendance were Authority staff members Matt Thibodeaux, Kandi Schramm, Vernon Williams, Marlon Marshall, Jeremy Rocha, Kayler Williams, David Thomas, Cynthia Alvarado; Melissa Morton of The Morton Accounting Services; Chandler Snipe, Consultant; Peggy Foreman of Burney & Foreman; Mary Buzak of Bracewell LLP; Algenita Davis and Sean Haley of CCPPI; Carol Harrison of IDS Engineering; Walter P. Moore and Rachel Ray of Walter P. Moore; Andrea Perea of RDLR Architects; Linda Ragland of The Herbert Stroman Foundation; Pastor Linda Davis of Boynton Chapel Church; Willie A. Taylor of Holman Street Baptist Church; Zack Martin of Martin Construction Management & Designs, LLC; Harriett Latimer and Lori Hernandez of Harriett Latimer & Associates, Yaneth Martell, Ray Valdez, Gordon Quan, and David Carbajal of LULAC Council 60; Desmond Bertrand-Pitts of Buffalo Soldiers National Museum; Patricia Joiner of Knudson LP; Greg Marchbanks of The Marchbanks Company; Scott Harbors, Midtown resident; and Bill Flores.

In attendance via video conference were Ashley Small and Ashley Segura of Medley, Inc.; Jennifer Curley of the City of Houston; Sally Adame, Chrystal Davis-Robinson; Mike Pittman; Jennifer Gribble, President of Super Neighborhood #62; Lynda Guidry of Super Neighborhood #62; Aaron Moore; Roberta F. Burroughs of Roberta F. Burroughs & Associates; Graciela Saenz; Jamie Rickenbacker; and one additional attendee who was not identified by first and last name.

Director Odom called the meeting to order.

PUBLIC COMMENTS

Rev. Linda Davis introduced herself to the Board.

CONSENT AGENDA FOR THE AUTHORITY

MINUTES FOR JUNE 26, 2024

MONTHLY FINANCIAL REPORTS FOR JULY 30, 2024

RATIFY GRANT AGREEMENT BETWEEN THE BLOOMBERG FAMILY FOUNDATION, INC AND MIDTOWN REDEVELOPMENT AUTHORITY RESOLUTION DESIGNATING AUTHORIZED REPRESENTATIVES TO ESTABLISH BANKING RELATIONSHIPS WITH APPROVED QUALIFIED BANKS AND OTHER FINANCIAL INSTITUTIONS

Executive Director Matt Thibodeaux presented the Consent Agenda.

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

CULTURAL FACILITIES

Marlon Marshall, Sr. Director of Engineering and Strategic Development, provided an overview of the cultural facilities grant applications from Buffalo Soldiers National Museum and C60, Inc. (LULAC Council 60). Authority staff have reviewed the application and supporting information submitted by each organization and recommend a cultural facilities grant in the amount of \$500,000 for each organization payable over two fiscal years. Mr. Marshall stated that in making their recommendation, Authority staff looked at the proposed projects, the project plan for the TIRZ, the available funds for cultural facilities and the Authority's budget. Mr. Marshall noted that the amount budgeted for cultural facilities in the project plan for the TIRZ is \$16.6 million over the life of the TIRZ, and approximately \$6 million of that amount has been spent to date.

Mr. Marshall reported that Authority staff has been in communication with City representatives regarding the availability of TIRZ funding for public and cultural facilities such as fire stations, police stations, and libraries. Following questions from the Board, Mr. Thibodeaux clarified that the City has not yet made a specific formal funding request to the Authority with regard to these types of projects.

Mr. Thibodeaux mentioned that representatives of each organization were present at the meeting to answer questions from the Board and that letters of support were received on behalf of both organizations and were included in the board packet for the meeting. Authority staff responded to questions from the Board regarding the allocation of funds in the project plan and noted that any amendments to the project plan would require approval by both the Board and the City.

There was a robust discussion among the Board members regarding the recommended grant amounts, the timing of awarding the grants, and the community impact of the cultural facility projects being partially funded by the grants.

Director Lewis made a motion to table the agenda item relating to the award of cultural facilities grants. The motion was seconded by Director Goren. Following all discussion, the motion failed by majority vote, with Directors Lewis and Goren voting yes and Directors Odom, Middleton, Fontaine & LeFlore voting no.

Director Middleton made a motion to accept the staff recommendation as presented and award a cultural facilities grant in the amount of \$500,000 to Buffalo Soldiers National Museum. The motion was seconded by Director Fontaine. Following all discussion, the motion carried by majority vote, with Directors Odom, Middleton, Fontaine and LeFlore voting yes and Director Lewis and Goren voting no.

LULAC

Director LeFlore made a motion to accept the staff recommendation as presented and award a cultural facilities grant in the amount of \$500,000 to C60, Inc. (LULAC Council 60). The motion was seconded by Director Fontaine. Following all discussion, the motion carried by majority vote, with Directors Odom, Middleton, Fontaine, Goren and LeFlore voting yes and Director Lewis voting no

HOTEL SAINT AUGUSTINE – LORETTO DRIVE IMPROVEMENTS PROJECT PRESENTATION

Mr. Marshall provided background information regarding the Hotel Saint Augustine – Loretto Drive Improvements Project.

Patricia Joiner of Knudson LP and Greg Marchbanks of The Marchbanks Company presented more detailed conceptual plans for the Hotel Saint Augustine - Loretto Drive Improvements Project. Ms. Joiner stated that the current assessed value of the property where the Hotel Saint Augustine is being developed is \$6.8 million, and upon completion of the hotel in January 2025, the property value is estimated to be approximately \$20 million. Ms. Joiner stated that presently the infrastructure surrounding the hotel is inadequate and that the developer is spending approximately \$4 million for infrastructure improvements and has requested funding from the Authority in the amount of \$500,000 for certain improvements along a portion of Loretto Drive. Ms. Joiner reminded the Board that the Hotel Saint Augustine will be fully taxable and will generate sufficient tax increment for the Authority to reimburse the developer over a relatively short period of time. Mr.

Marchbanks gave an overview of the partnership with The Menil and cited other community support for the project.

Mr. Marchbanks and Ms. Joiner responded to questions from Board members regarding the hotel, the timeline for construction and for reimbursement of certain costs of the Loretta Drive improvements, and the number of jobs that will be created once the hotel is operational. Mr. Marchbanks stated the hotel will be open 24/7 and he estimates that approximately 150 full and part-time staff members will be employed to operate the hotel, which consists of 71 guest rooms, restaurants and bars, and space for special events.

Mr. Marshall stated that it will be necessary to work with the Authority's consultants and attorneys to negotiate the terms of an agreement with the developers of the project. He further stated that this request was placed on the agenda so that the Board was made aware of the request and the fact that discussions were taking place. He stated that the request will be placed on a future Board agenda for consideration.

INVESTMENT REPORT FOR QUARTER ENDING JUNE 30, 2024

Melissa Morton of The Morton Accounting Services presented the written investment report for the quarter ending June 30, 2024. Ms. Morton reported that the average yield on all accounts for the quarter was 3.2210%, with the highest yield from the LOGIC accounts at 5.43% on average. The amount of interest earned for the quarter on all accounts was \$323,601.

Director Goren made a motion to approve the investment report for the quarter ending June 30, 2024. The motion was seconded by Director Fontaine and carried by unanimous vote.

AFFORDABLE HOUSING PROGRAM

AFFORDABLE HOUSING OPERATIONS CAMPUS

CHANGE ORDERS

Mr. Marshall reported that there were no change orders.

GRANT AGREEMENT WITH BOYNTON-HOUSTON COMMUNITY DEVELOPMENT CORPORATION FOR DEVELOPMENT OF 13 SINGLE-FAMILY HOMES FOR SALE TO QUALIFIED HOMEBUYERS

Peggy Foreman of Burney and Foreman presented a grant agreement with Boynton-Houston Community Development Corporation, Inc., a non-profit

organization participating in the City's Affordable Housing Development Program. Pursuant to the Grant Agreement, Boynton-Houston Community Development Corporation, Inc. will develop 13 single-family homes for sale to qualified homebuyers, and the qualified homebuyers will be eligible for up to \$50,000 in homebuyer assistance from the City pursuant to the terms of a Memorandum of Understanding between the Authority and the City.

Director Middleton made a motion to approve a grant agreement with Boynton-Houston Community Development Corporation, Inc. for development of 13 affordable homes. The motion was seconded by Director Goren and carried by unanimous vote.

GRANT AGREEMENT WITH THE HERBERT STROMAN FOUNDATION FOR DEVELOPMENT OF 8 SINGLE-FAMILY HOMES FOR SALE TO QUALIFIED BUYERS

Ms. Foreman presented a grant agreement with The Herbert Stroman Foundation, a non-profit organization which is also participating in the City's Affordable Housing Development Program. The Herbert Stroman Foundation will construct 8 single-family homes for sale to qualified homebuyers, who are eligible to receive up to \$50,000 in homebuyer assistance from the City.

Director Goren made a motion to approve a grant agreement with The Herbert Stroman Foundation for development of 8 affordable homes. The motion was seconded by Director Middleton and carried by unanimous vote.

MIDTOWN CAPITAL IMPROVEMENTS PROGRAM

CAROLINE STREET RECONSTRUCTION

i. **CHANGE ORDERS**

Mr. Marshall reported there were no change orders.

ii. **REMEDIAL DRAINAGE PILOT PROJECT**

Mr. Marshall reported that the construction contract for the remedial drainage pilot project is currently being reviewed and a pre-construction meeting is planned for September.

- i. Construction Management and Inspection Additional Services Request.

Mr. Marshall advised the Board of a request by TLC Engineering to provide on-site construction management and inspection services for the remedial drainage pilot project at an additional cost of \$10,455.

Director Goren made a motion to approve extending the agreement with TLC Engineering to provide on-site construction management and inspection services for the remedial drainage pilot project at an additional cost of \$10,455. The motion was seconded by Director Fontaine and carried by unanimous vote.

ii. Work Order for Construction Materials Testing Services

This item was tabled.

BRAZOS STREET BRIDGE LANDSCAPE IMPROVEMENTS

i. Change Orders

Mr. Marshall reported that there were no change orders.

ii. Construction Management and Inspection Additional Services Request – Middleton Brown

Mr. Marshall reminded the Board that the Brazos Street Bridge landscape improvements project will enhance the landscaped area at the 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. The contractor has repaired damage caused by Hurricane Beryl. Staff is working with consultants on project close-out documentation, and Middleton Brown, LLC, the construction manager, submitted a request to amend the contract to provide additional services relating to project close-out, partly due to the impact of Hurricane Beryl on the project, at an additional cost of \$ \$3,610.

Director Goren moved to approve a contract amendment for the additional service request from Middleton Brown, LLC in the amount of \$3,610 for project close-out services. The motion was seconded by Director Fontaine and carried by unanimous vote.

BRAZOS STREET RECONSTRUCTION

Mr. Marshall reminded the Board that the Brazos Street Reconstruction project will include roadway, infrastructure, and streetscape enhancements along Brazos Street between St. Joseph Parkway and Elgin Street. Authority staff has met with Houston Public Works to discuss this project along with other TIRZ projects that are currently on temporary hold. Mr. Marshall reported that he anticipates that the City will provide an update on project hold status in September.

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

Mr. Marshall reported that the Authority is partnering with the Downtown Redevelopment Authority and the OST/Almeda Corridors Redevelopment Authority to jointly pursue a federal planning grant through the Reconnecting Communities Program for projects designed to mitigate the impact of man-made transportation infrastructure projects like TxDOT's North Houston Highway Improvement Project ("NHHIP"). The three partnering entities are seeking a grant in the amount of \$2 million for additional planning services for CAPs for NHHIP Segment 3 improvements. The Authority is focused on funding conceptual designs for a deck park project at Caroline and Wheeler Streets. If awarded the \$2 million planning grant, each of the three partnering entities would provide a \$167,000 contribution for the 20% local match of \$500,000. The application deadline is September 30, 2024. The application will be submitted by a nonprofit organization comprised of representatives from each of the three entities.

Following his report, Mr. Marshall responded to questions from Board members regarding the application process and use and disbursement of any grant funds that may be awarded.

EXECUTIVE SESSION

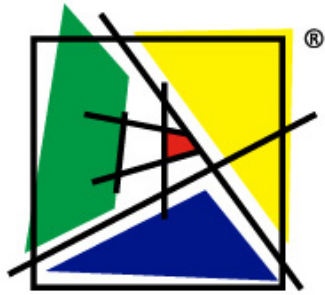
There was no closed executive session.

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

Midtown Redevelopment Authority

Profit & Loss

July through August 2024

	Jul - Aug 24
Ordinary Income/Expense	
Income	
400000 · Revenue & Support	
400025 · Interest-Debt Service & Reserve	166,138.04
400026 · Interest-Other Bond Funds	22.10
400029 · Interest - Affordable Housing	31,511.63
400030 · Interest-Operating Funds	161,256.30
400031 · Interest Income	9,887.82
400040 · 3131 EMANCIPATION	182,136.00
400041 · Affordable Housing Apts Units	22,576.50
400042 · 402 & 410 Tenant Inome	35,109.52
	608,637.91
Total 400000 · Revenue & Support	
40010 · Other Revenue	-151.61
400441 · Bagby Park Kiosk Lease	7,961.48
450000 · Gain from Sale of Land	-748,616.03
	-132,168.25
Total Income	
Gross Profit	-132,168.25
Expense	
500000 · BOND FUND EXPENSES	
500419 · Camden Int.	136,462.94
504000 · Projects & Expenses	
500021 · T-0203 Entry Portals	
500412 · T-0239 Brazos St Recon	5,189.95
	5,189.95
Total 504000 · Projects & Expenses	
Total 500000 · BOND FUND EXPENSES	141,652.89
510000 · INCREMENT PROJECTS/EXPENSE	
510008 · T-0220 Afford Housing Land Bnk	
510013 · T-0220 Affordable Housing Legal	16,500.00
510017 · T-0220 Drainage Fees	2,346.57
510018 · Fines	303.56
512001 · T-0220 Aff Hous Expense	256,155.44
512003 · Operations Center	91,509.31
	366,814.88
Total 510008 · T-0220 Afford Housing Land Bnk	
510024 · T-0204 Infrastruc/Street Lights	160.78
510041 · CIP Program Expenses	1,000.00
510043 · T-0234 Parks & Open Space & Mob	4,217.50
510044 · T-0236 Bagby Park	1,060.00
510045 · T-0224 HTC I - Bldg Maintenance	30,971.85
510046 · T-0221 Midtown Pk	28,400.50
510053 · T-0233 Midtown Garage	15,292.57
510102 · HMAAC Interest Expense	3,492.92
510400 · Kiosk at Bagby Park	6,800.00
510534 · T-0225 Mobility & Pedest Imprv	39,918.46
	498,129.46
Total 510000 · INCREMENT PROJECTS/EXPENSE	
550000 · General & Admin. Expense	
550002 · Contract Labor	8,473.05
550003 · Rent Expense	2,700.00
550004 · Salaries	385,910.11
550007 · Courier Service	297.51
550008 · Office Supply & Expense	2,796.75

No assurance is provided on these financial statements

Midtown Redevelopment Authority

Profit & Loss

July through August 2024

	<u>Jul - Aug 24</u>
550009 · Misc Exp	14,680.17
550010 · Telephone & Utilities	2,103.85
550012 · Postage	516.11
550022 · Bank Charges & Fees	4,197.04
550025 · Professional Services	4,107.50
550026 · Accounting Consultants	1,836.26
550027 · Financial Audit	21,000.00
550028 · Legal Consultants	73,896.25
550030 · Planning Consultants	38,006.68
550032 · Engineering Consultants	6,163.85
550034 · Equip Rent & Lease Expense	1,888.36
550037 · Workman's Comp Insurance	816.82
550038 · Insurance - All	-14,846.71
550039 · Computers & Repairs & Maint	4,940.23
550040 · Repair & Maintenance	1,550.00
550045 · Payroll Fees	4,113.09
Total 550000 · General & Admin. Expense	<u>565,146.92</u>
Total Expense	<u>1,204,929.27</u>
Net Ordinary Income	<u>-1,337,097.52</u>
Net Income	<u><u>-1,337,097.52</u></u>

Midtown Redevelopment Authority

Balance Sheet

As of August 31, 2024

	Aug 31, 24
ASSETS	
Current Assets	
Checking/Savings	
101001 · Wells Fargo Ope Acctg 64040	76,753.54
101002 · Infrastructure Projects 1731	880,000.44
101010 · WF Surplus Acct 63943	92,187.81
101020 · WF FTA Enhanced Path 63919	61.42
101030 · Wells Fargo 1094	387,639.85
102200 · Logic Operating Account	14,165,285.45
103200 · TexStar Operating Acct 1111	7,686.15
103600 · Wells Fargo Oper Inves 63901	305.28
103700 · WF Operating Saving 3215777180	45,821.58
104000 · Affordable Housing Accounts	
104021 · WF Afford Hous 3927	2,105,662.00
104022 · WF Pilot Program 3935	351.90
104116 · TexStar Aff. Hsng MM 1800	2,227.07
104200 · Logic Affordable Housing	6,363,590.43
1044000 · Wells Fargo NAI - 2259	186,194.48
Total 104000 · Affordable Housing Accounts	8,658,025.88
105000 · Trustee Investments	
105001 · Pledge Revenue Fund 422885	87,983.10
105002 · Debt Service Fund	386,457.91
105003 · Reserve Fund 422897	7,621,897.58
105009 · Austin Park Maint. Fund 422919	3,893.44
107000 · BOND FUNDS	4,859.86
Total 105000 · Trustee Investments	8,105,091.89
Total Checking/Savings	32,418,859.29
Accounts Receivable	
170000 · Accounts Receivable	233,655.64
Total Accounts Receivable	233,655.64
Other Current Assets	50,294.48
Total Current Assets	32,702,809.41
Fixed Assets	
150000 · Fixed Assets	
150010 · Office Furniture & Equipment	68,129.62
150011 · Accumluated Depreciation-Furn.	-42,580.36
150020 · Computer Equipment	62,956.03
150021 · Accumulated Depreciation-Comp.	-33,773.72
150040 · Land - JPI Park	736,911.00
150045 · Walgreens/Lui Park Land	141,000.00
150062 · Land - Houston Tech.Center I	798,053.89
150063 · Houston Tech Center I	2,676,862.62
150064 · Accm Deprec-Houston Tech Cntr I	-2,676,862.62
150065 · Land - HTC Phase II	697,219.00
150066 · Houston Tech Center II	2,816,117.96
150067 · Accum.Deprec. HTC Phase I	-2,547,414.23
150069 · Land - Bagby Park	1,318,870.15
150070 · BagbyPark	2,453,218.83
150071 · Accum.Deprec. BagbyPark	-1,769,629.01
150075 · Midtown Park 2905 Travis St	3,506,306.26
150078 · Midtown Park Land-Tracts I & II	4,416,996.74

No assurance is provided no these financial statements

Midtown Redevelopment Authority

Balance Sheet

As of August 31, 2024

	Aug 31, 24
1500783 · Accum Deprec-Works of Art	-266,557.57
1500784 · Acc Depr Office Housng & Garage	-1,822,493.31
1500785 · Accum Depreciation - Bagby Park	-244,951.00
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	-3,003,636.52
150078C · Midtown Garage - Depreciable As - Other	23,104,895.00
	20,101,258.48
Total 150078C · Midtown Garage - Depreciable As	
150078D · Midtown Park - Depreciable Asse	
1500782 · Acc Depre Mldtown Park	-4,243,233.96
150078D · Midtown Park - Depreciable Asse - Other	19,094,553.00
	14,851,319.04
Total 150078D · Midtown Park - Depreciable Asse	
150078E · Land - Operations Center	1,002,054.00
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	710,243.70
150078J · Opration Center Dep Asset - Other	26,350,556.73
	27,060,800.43
Total 150078J · Opration Center Dep Asset	
150078K · Midtown Park -Placed in Service	-5,506,202.00
150079B · Works of Art - Donated	1,137,027.00
150080 · Land (Resale)	38,342,050.33
150080A · Land Held for Resale	-14,644,022.50
150089 · Land HMAAC (Land)	1,206,150.00
150090 · HMAAC Property	918,850.00
150091 · Accum Depr HMAAC	-627,881.30
150100 · 2800 MAIN	317,069.93
150782A · Acc Depr Midtown Park Phase 2-3	-871,815.00
150000 · Fixed Assets - Other	-546,027.24
	104,898,630.05
Total 150000 · Fixed Assets	
Total Fixed Assets	104,898,630.05
Other Assets	
180500 · Leases	
180510 · Lease Receivable	6,149,882.00
180530 · Deferred Inflow	-6,005,734.00
	144,148.00
Total 180500 · Leases	
Total Other Assets	144,148.00
TOTAL ASSETS	137,745,587.46
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	936,617.35
Other Current Liabilities	
200001 · Current Liabilities	
200005 · Accrued Expenses	1,377,689.31
201000 · Operating Account Liabilities	-3,432.48
201001 · MIDCORP Kiosk	-41,626.98
201002 · Due to MPC	20,883.00

No assurance is provided no these financial statements

Midtown Redevelopment Authority

Balance Sheet

As of August 31, 2024

	Aug 31, 24
202000 · Project Fund Liabilities	18,578.35
2021061 · Due from FWRA for AFLAC	-516.16
2022100 · Security Deposit - Office Rent	11,999.89
204000 · HMAAC NOTE - CURRENT	90,177.83
200001 · Current Liabilities - Other	13,800.00
Total 200001 · Current Liabilities	1,487,552.76
205000 · Current Loan Liabilities	
2103007 · Developer Advances Midtown Park	1,962.42
Total Other Current Liabilities	1,489,515.18
Total Current Liabilities	2,426,132.53
Long Term Liabilities	
210000 · Long Term Liabilities	
210048 · Current Portion Bonds Payable	4,290,000.00
210050 · Bond Payable Series 2017	33,895,000.00
210053 · Accrued Bond Int 2015 series	-110,650.00
210059 · Series 2015 Bond Prem	77,723.00
210060 · Accrued Bond Interst 2020	110,650.00
210061 · Series 2017 Bond Premium	2,807,096.00
210063 · Series 2020 Bond Premium	1,418,064.00
210064 · Bonds Payable Series 2020	7,165,000.00
210065 · Bonds Payable Series 2022	22,075,000.00
2103000 · LOANS	
2103003 · HMAAC LOAN REFINANCED	211,910.85
Total 2103000 · LOANS	211,910.85
Total 210000 · Long Term Liabilities	71,939,793.85
Total Long Term Liabilities	71,939,793.85
Total Liabilities	74,365,926.38
Equity	
1110 · Retained Earnings	64,716,758.60
Net Income	-1,337,097.52
Total Equity	63,379,661.08
TOTAL LIABILITIES & EQUITY	137,745,587.46

Midtown Redevelopment Authority
Wells Fargo Oper 64040 Disbursements

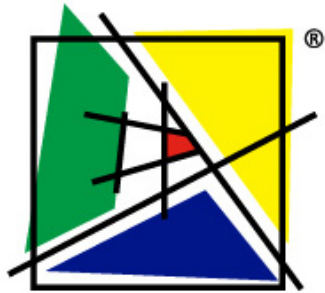
As of September 20, 2024

Date	Num	Name	Memo	Credit
101001 - Wells Fargo Ope Acctg 64040				
08/23/2024	ACH	AFLAC	JULY 2024	3,022.24
08/23/2024	ACH	Liberty Bank and Trust	53752 AUG 2024	10,545.04
08/26/2024	ACH	G&A Partners	PR 08/31/2024	86,313.62
08/28/2024	11414	Melanie Rodriguez	Office Admin Support - Aug 19- Aug 22, 2024	420.00
08/28/2024	11415	Angelika Northrup	Office Administration - Aug 19 - Aug 23, 2024	540.00
08/28/2024	11416	Comcast Business	402 & 410 SERVICE ACCT# 708743225 AUGUST 2024	1,523.18
08/28/2024	11417	Earthfirst	Brazos Bridge Beautification July 2024	6,982.18
08/28/2024	11418	Lion Heart	Project 043-001 Midtown Work order 1 - 07.31.2024	4,217.50
08/28/2024	11419	Medley	Monthly Retainers -July 2024	2,453.34
08/28/2024	11420	Midtown Parks Conservancy		15,850.44
08/28/2024	11421	One World Strategy Group, LLC		16,550.00
08/28/2024	11422	Staples Advantage	Office supplies 08.25.24	1,991.95
08/28/2024	11423	TKE Elevators	Elevator Service Houston (Downtown) March 2024	940.00
08/29/2024	ACH	Camden Property Trust	PAYOFF PAYMENT	2,223,186.28
08/29/2024	11426	The Morton Accounting Services	July 2024 CPA Services	44,568.54
08/29/2024	11428	Liberty Bank and Trust	Principal Payment	100,000.00
09/04/2024	11429	Angelika Northrup	Office Administration - Aug 26 - Aug 30, 2024	573.75
09/04/2024	11430	Carr Riggs & Ingram, LLC	AUDIT PROGRESS BILLING YEAR ENDED JUNE 30,2023	21,000.00
09/04/2024	11431	Equi-Tax, Inc.	MontlyConsultation Service fee per contract AUG 2024	500.00
09/04/2024	11432	Kainer Electrical Services, Inc.	VOID: Replace Time Clock to lights at Bagby Dog Park - AUG 2024	
09/04/2024	11433	Medley	Monthly Retainers -Aug 2024	2,453.34
09/04/2024	11434	Melanie Rodriguez	Office Admin Support - Aug 26- Aug 30, 2024	420.00
09/04/2024	11435	Midtown Scouts Square Property. LP		1,800.00
09/04/2024	11436	Otis Elevators	402 PIERCE STREET - Maint Serv 09/1/24 to 11/30/24	1,603.80
09/04/2024	11437	Purchase Power	Postage JULY 2024	381.13
09/04/2024	11438	THR Enterprises, Inc.	Cleaning Services - JULY 2024	1,550.00
09/12/2024	11439	Angelika Northrup	Office Administration - Sept 2 - Sept 6, 2024	427.50
09/12/2024	11440	CISCO SYSTEMS, INC.	May 1 - Aug 14, 2024	425.24
09/12/2024	11441	Goode Systems & Consulting Inc		2,486.99
09/12/2024	11442	Goode Technology Group	MRA Board Meeting June 26, 2024	343.75
09/12/2024	11443	Melanie Rodriguez	Office Admin Support - Sept 3- Sept 5, 2024	315.00
09/12/2024	11444	The Goodman Corporation		31,429.50
09/12/2024	11445	TKE Elevators	410 PIERCE STREET - DOWN PAYMENT AUGUST 2024	3,990.23
09/12/2024	11446	Walter P. Moore		9,297.45
09/12/2024	11447	Wulfe & Co.	Consulting for Bagby Park and Midown Park - AUGUST 2024	3,400.00
09/12/2024	11448	TKE Elevators	410 PIERCE STREET - DOWN PAYMENT AUGUST 2024	1,186.64
09/12/2024	11449	TKE Elevators	Elevator Service Houston (Downtown) August 2024	470.00
09/12/2024	ACH	Reliant Energy	410 PIERCE STREET - 75237956-0 SEPT 2024	3,519.91
09/12/2024	ACH	Reliant Energy	402 PIERCE ST - 75237953-7 SEPT 2024	4,531.07
09/17/2024	11450	Angelika Northrup	Office Administration - Sept 9 - Sept 13, 2024	540.00
09/17/2024	11451	Bee-Line Delivery Service, Inc.	550008	62.80
09/17/2024	11452	Bracewell LLP		23,415.00
09/17/2024	11453	Comcast Business	402 & 410 SERVICE ACCT# 708743225 SEPTEMBER 2024	1,500.67
09/17/2024	11454	Flextg Financial Services	CANNON/IR-C57501 SEPTEMBER 2024	696.58
09/17/2024	11455	IDS Engineering Group	Midtown PSA 2021 WO No 01A Professional Services to August 25, 2024	3,029.45
09/17/2024	11456	Melanie Rodriguez	Office Admin Support - Sept 9- Sept 12, 2024	420.00
09/17/2024	11457	Pitney Bowes Global Financial Services LL	LEASE September 30, 2024 - December 30, 2024	163.20
09/20/2024	ACH	CENTERPOINT ENERGY 4	GAS SERICE AT 410 & 402 PIERCE 6402818836-1 SEPT 2024	32.51
Total 101001 - Wells Fargo Ope Acctg 64040				2,641,069.82
TOTAL				2,641,069.82

Midtown Redevelopment Authority
Wells Fargo Aff Housing Disbursements

As of September 20, 2024

Date	Num	Name	Memo	Credit
104000 · Affordable Housing Accounts				
104021 · WF Afford Hous 3927				
08/23/2024	ACH	City of Houston - Water	155065	26.51
08/23/2024	ACH	City of Houston - Water	155065	29.43
08/23/2024	ACH	City of Houston - Water	155065	29.80
08/23/2024	ACH	City of Houston - Water	155065	27.36
08/23/2024	ACH	City of Houston - Water	155065	29.71
08/23/2024	ACH	City of Houston - Water	155065	18.98
08/23/2024	ACH	City of Houston - Water	155065	2.73
08/23/2024	ACH	City of Houston - Water	155065	23.61
08/23/2024	ACH	City of Houston - Water	155065	8.40
08/23/2024	ACH	City of Houston - Water	155065	7.05
08/23/2024	ACH	City of Houston - Water	155065	25.24
08/23/2024	ACH	City of Houston - Water	155065	2.14
08/23/2024	ACH	City of Houston - Water	155065	3.66
08/23/2024	ACH	City of Houston - Water	155065	4.87
08/23/2024	ACH	City of Houston - Water	155065	23.61
08/23/2024	ACH	City of Houston - Water	155065	24.85
08/23/2024	ACH	City of Houston - Water	155065	4.91
08/23/2024	ACH	City of Houston - Water	155065	26.00
08/23/2024	ACH	City of Houston - Water	155065	24.85
08/23/2024	ACH	City of Houston - Water	155065	23.61
08/23/2024	ACH	City of Houston - Water	155065	29.08
08/23/2024	ACH	City of Houston - Water	155065	24.85
08/23/2024	ACH	City of Houston - Water	155065	3.50
08/23/2024	ACH	City of Houston - Water	155065	26.51
08/23/2024	ACH	City of Houston - Water	155065	25.09
08/23/2024	ACH	City of Houston - Water	155065	32.08
08/28/2024	4279	American Fence Company, Inc.	U34143 154ft 3011 Bremond St August 2024	115.50
08/28/2024	4280	CCPPI	Midtown Affordable Housing Plan Grant May 2024	119,083.33
08/28/2024	4281	TransTeQ	July 2024 Landscaping	41,827.70
08/28/2024	4282	CCPPI	Midtown Affordable Housing Plan Grant June 2024	119,083.33
08/28/2024	4283	CCPPI	Midtown Affordable Housing Plan Grant July 2024	119,083.33
09/04/2024	4285	Four Eleven LLC	Landscape Services July 2024	41,799.26
09/04/2024	ACH	City of Houston - Water	155065	3.72
09/04/2024	ACH	City of Houston - Water	155065	3.72
09/04/2024	ACH	City of Houston - Water	155065	3.72
09/04/2024	ACH	City of Houston - Water	155065	33.84
09/04/2024	ACH	City of Houston - Water	155065	3.72
09/04/2024	ACH	City of Houston - Water	155065	134.25
09/04/2024	ACH	City of Houston - Water	155065	3.72
09/04/2024	ACH	City of Houston - Water	155065	3.72
09/04/2024	ACH	City of Houston - Water	155065	18.14
09/04/2024	ACH	City of Houston - Water	155065	21.08
09/04/2024	ACH	City of Houston - Water	155065	3.72
09/04/2024	ACH	City of Houston - Water	155065	42.58
09/04/2024	ACH	City of Houston - Water	155065	3.72
09/04/2024	ACH	City of Houston - Water	155065	3.72
09/04/2024	ACH	City of Houston - Water	155065	3.72
09/04/2024	ACH	City of Houston - Water	155065	3.72
09/04/2024	ACH	City of Houston - Water	155065	3.18
09/04/2024	ACH	City of Houston - Water	155065	3.72
09/04/2024	ACH	City of Houston - Water	155065	3.72
09/04/2024	ACH	City of Houston - Water	155065	3.72
09/04/2024	ACH	City of Houston - Water	155065	3.72
09/04/2024	ACH	City of Houston - Water	155065	16.22
09/04/2024	ACH	City of Houston - Water	155065	3.72
09/04/2024	ACH	City of Houston - Water	155065	3.72
09/12/2024	4286	MRA c/o Partners	Reimbursement for Rent Payment Made in Error 05.13.24	6,196.65
Total 104021 · WF Afford Hous 3927				448,026.34
Total 104000 · Affordable Housing Accounts				448,026.34
TOTAL				448,026.34



midtown
HOUSTON

**MORS DEVELOPMENT
AGREEMENT**

DEVELOPMENT AND PURCHASE AGREEMENT

By and Among

MIDTOWN REDEVELOPMENT AUTHORITY

and

REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS

and

MORS DEVELOPMENT PARTNERS, SERIES LLC

_____, 2024

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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 MORS DEVELOPMENT PARTNERS, SERIES 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 seven (7) 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 seven (7) 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 seven (7) 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 seven (7) 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: MORS Development Partners, Series LLC
4501 Cartwright Road, Ste 204
Missouri City, Texas 77459
Attention: Malaki Sims, Managing Member
kingmalaki@hotmail.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 received 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**

**MORS DEVELOPMENT PARTNERS,
SERIES LLC**

By:

By:

Name:

Name:

Title:

Title:

ATTEST:

By:

Name:

Title:

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

By

Name:

Title:

ATTEST:

By

Name:

Title:

Exhibit A

to

Development and Purchase Agreement

Project Specifications

Developer shall construct seven (7) 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 2224 square feet (gross living area of approximately 1,722 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 \$248,000.

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

MORS DEVELOPMENT PARTNERS SERIES LLC/MRA 3rd WARD SCATTERED SITE INITIATIVE

Exterior Quality Features

- *20 or 30 year composition shingles
- *Cement board siding
- *Concrete walkways and driveways
- *Garage door
- * Exterior front and backyard lighting package
- *Landscaping front yard and sod

Energy Saving Features

- *Efficient 13 Seer Air Conditioning
- *Digital thermostat
- *Energy saver water heater
- * R-13 wall insulation
- * R-22 ceiling insulation
- *R-38 attic insulation
- * Dow sills at all exterior doors
- * Energy efficient vinyl windows
- *Attic venting

Interior Quality Features

- *Garbage disposal
- *Black, white, or stainless steel appliance package (range, microwave, dishwasher)
- *Smoke/carbon monoxide detectors in common areas and bedrooms
- *ceiling fans in living room and primary bedroom with wire block available in other bedrooms
- *dual stainless steel kitchen sink
- *garage door opener (pre-wire only)
- *30" pre-fab quiet close cabinetry
- *granite or quartz kitchen and bathroom countertops
- *kitchen backsplash

Mors Development Partners is committed to delivering quality, affordable single family homes in conjunction with the Midtown Redevelopment Authority, City of Houston, and any other potential partners.

All homes will have a 1 Year Builder's Warranty in place post-closing date

EXHIBIT A-1
to
Development Agreement

MORS DEVELOPMENT PARTNERS, SERIES LLC

PROJECT SPECIFICATIONS SUMMARY AND MAXIMUM SALES PRICES

<u>Tract</u>	<u>Address</u>	<u>Lot Size</u> <u>(Sq. Ft.)</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>Max Sales Price</u>	<u>Recapture Amount¹</u>
1	3101 BREMOND ST	5000	A	2224	1722	4	2.5	2-car	\$247,998	TBD
2	3102 BREMOND ST	5000	A	2224	1722	4	2.5	2-car	\$247,998	TBD
3	3103 BREMOND ST	5000	A	2224	1722	4	2.5	2-car	\$247,998	TBD
4	3106 BREMOND ST	5000	A	2224	1722	4	2.5	2-car	\$247,998	TBD
5	3038 BREMOND ST	5000	B	2252	1713	4	2.5	2-car	\$232,750	TBD
6	3106 MCILHENNY ST	5000	A	2224	1722	4	2.5	2-car	\$247,998	TBD
7	3123 MCILHENNY ST	5000	B	2252	1713	4	2.5	2-car	\$232,750	TBD

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

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 MORS DEVELOPMENT PARTNERS, SERIES 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 \$52,500.00

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

C. Sales Price (Sum of A and B) \$\$52,500.00

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 disbursal 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:

Houston, Texas 770_____

Telephone: (____) _____

E-mail: _____

To Seller at:

410 Pierce St., Suite 355
Houston, Texas 77002

Telephone: (713) 526-7577 _____

Email: kschrmm@midtownhouston.com

mthibodeaux@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): <u>Form of Special Warranty Deed.</u> |

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:

Peggy Foreman
Burney & Foreman
5445 Almeda Road, Suite 400
Houston, Texas 77004

Telephone: (713) 526-6404 _____

Email: pforeman@burneyandforeman.com

EXECUTED the _____ day of _____, 20_____.

BUYER:

MORS DEVELOPMENT PARTNERS, SERIES LLC

By: _____

Name: _____

Title: _____

SELLER:

MIDTOWN REDEVELOPMENT AUTHORITY

By: _____

Name: _____

Title: _____

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

Exhibit A

to

Unimproved Property Contract

Property Description

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

DRAFT

Exhibit B

to
Unimproved Property Contract

Form of Special Warranty Deed

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

DRAFT

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 MORS DEVELOPMENT PARTNERS, SERIES LLC, a Texas limited liability company (“**Grantee or Developer**”), whose address is 4501 Cartwright Road, Ste 204, Missouri City, Texas 77459, 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
Houston, Texas 77002
Attention: Executive Director

DEVELOPER:

MORS Development Partners, Series LLC
4501 Cartwright Road, Ste 204
Missouri City, Texas 77459
Attention: Malaki Sims, Managing Member

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

MORS DEVELOPMENT PARTNERS, SERIES 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 MORS DEVELOPMENT PARTNERS, SERIES 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 seven (7) 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 2224 square feet (gross living area of approximately 1,722 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 \$248,000.

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

Appendix C
to
Special Warranty Deed

MORS DEVELOPMENT PARTNERS SERIES LLC

PROJECT SPECIFICATIONS SUMMARY AND MAXIMUM SALES PRICES

<u>Tract</u>	<u>Address</u>	<u>Lot Size</u> <u>(Sq. Ft.)</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>Max Sales Price</u>	<u>Recapture Amount¹</u>
1	3101 BREMOND ST	5000	A	2224	1722	4	2.5	2-car	\$247,998	TBD
2	3102 BREMOND ST	5000	A	2224	1722	4	2.5	2-car	\$247,998	TBD
3	3103 BREMOND ST	5000	A	2224	1722	4	2.5	2-car	\$247,998	TBD
4	3106 BREMOND ST	5000	A	2224	1722	4	2.5	2-car	\$247,998	TBD
5	3038 BREMOND ST	5000	B	2252	1713	4	2.5	2-car	\$232,750	TBD
6	3106 MCILHENNY ST	5000	A	2224	1722	4	2.5	2-car	\$247,998	TBD
7	3123 MCILHENNY ST	5000	B	2252	1713	4	2.5	2-car	\$232,750	TBD

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

Exhibit D

to

Development and Purchase Agreement

Description of Property Being Sold to Developer

Tract 1:

Lot Six (6), in Block Nine (9), 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.

(HCAD Account #: 037-219-000-0006)

(Commonly known as 3101 Bremond Street, Houston, Texas 77004)

Tract 2:

Lot Five (5), in Block Sixteen (16), 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.

(HCAD Account #: 037-226-000-0005)

(Commonly known as 3102 Bremond Street, Houston, Texas 77004)

Tract 3:

Lot Seven (7), in Block Nine (9), of William A. Wilson 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.

(HCAD Account #: 037-219-000-0007)

(Commonly known as 3103 Bremond Street, Houston, Texas 77004)

Tract 4:

Lot Four (4), in Block Sixteen (16), of William A. Wilson 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.

(HCAD Account #: 037-226-000-0004)

(Commonly known as 3106 Bremond Street, Houston, Texas 77004)

Tract 5:

Lot One (1), in Block Seventeen (17), of William A. Wilson Realty Company Addition, an addition 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.

(HCAD Account #: 037-227-000-0001)

(Commonly known as 3038 Bremond Street, Houston, Texas 77004)

Tract 6:

Lot Four (4), in Block Nine (9), of William A. Wilson Realty Company Addition, an addition 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.

(HCAD Account #: 037-219-000-0004)

(Commonly known as 3106 McIlhenny Street, Houston, Texas 77004)

Tract 7:

Lot Six (6), in Block Three (3), of William A. Wilson Realty Company Addition, an addition 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. Verify

(HCAD Account #: 037-213-000-0006)

(Commonly known as 3123 McIlhenny Street, Houston, Texas 77004)

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.

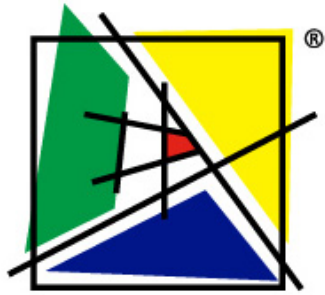
Homebuyer applicant(s) agrees to an annual monitoring of the residence performed by the HCD staff to ensure that the Homebuyer is living in the home as their primary residence and complying with the restrictive covenants.

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.

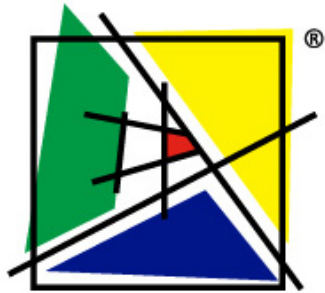
*Other City of Houston requirements may apply.

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midtown
HOUSTON

FY 2024 FINANCIAL AUDIT



midtown
HOUSTON

HOTEL SAINT. AUGUSTINE

Hotel Saint Augustine Loretto Drive Improvement



Hotel Saint Augustine Overview

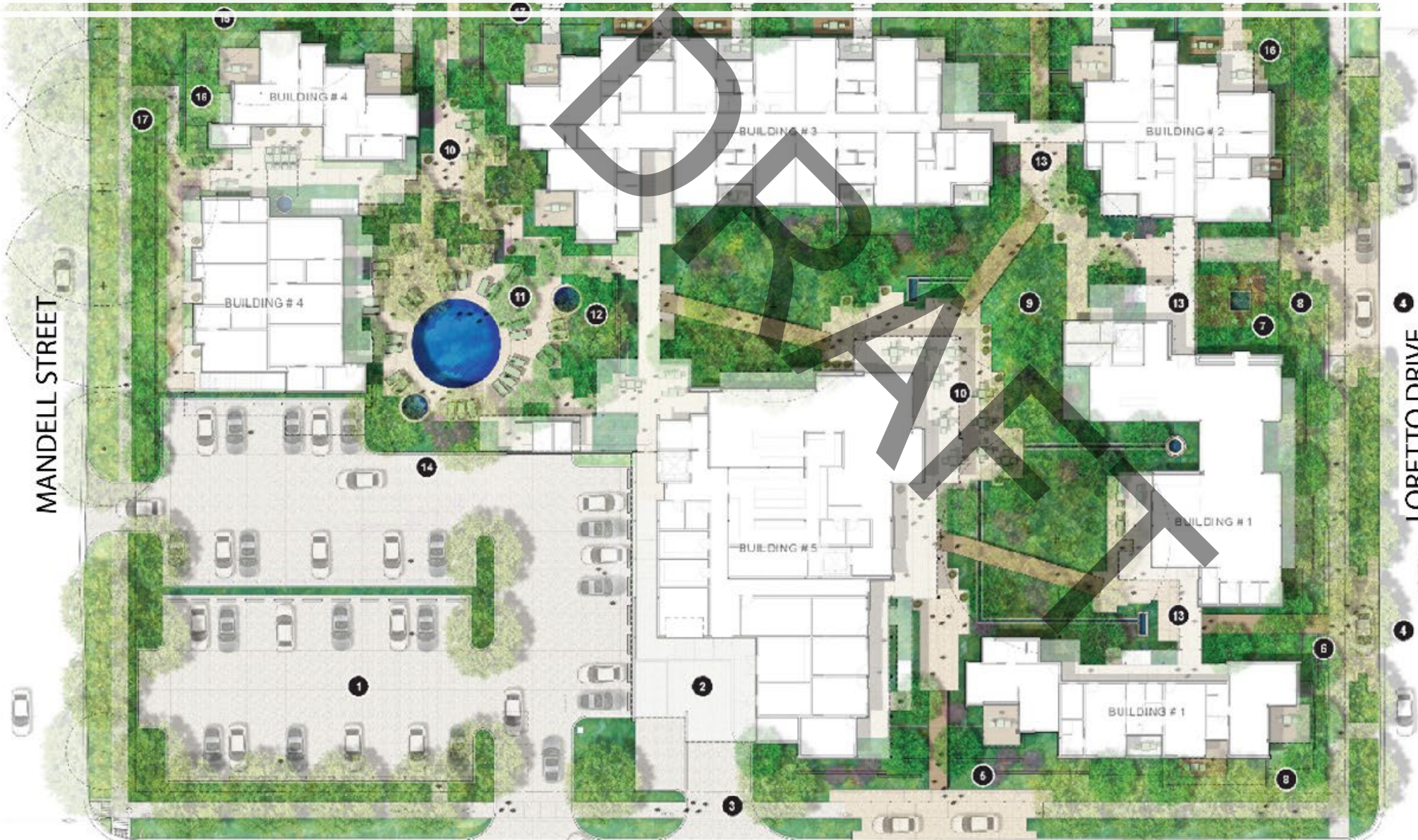
- Estimated real property valuation January 1st, 2025: \$19,109,763
- Hotel Saint Augustine Estimated overall revenue benefits over 10 years: \$30,365,467 (All revenue sources)
- Hotel Saint Augustine Estimated overall revenue benefits over 15 years: \$59,291,835 (All revenue sources)
- Prior to the permitting of Hotel Saint Augustine the subject property was a dilapidated multi-family (MF) dwelling unit (DU) (Slide 3)
- Property Valuation of MF DU in 2022 - \$6,849,752

Subject Property Dilapidated MF DU 2022



← 4111 Mandell St
Houston, Texas
Google Street View
Dec 2022 See more dates

Hotel Saint Augustine Conceptual Landscape Plan



KEY

- 1 PARKING GARDEN
- 2 SERVICE AREA
- 3 ROW SIDEWALK
- 4 DROP OFF
- 5 SWALE PLANTING
- 6 BOARDWALK
- 7 WATER FEATURE
- 8 LOW WALLS
- 9 EXISTING TREE TO REMAIN
- 10 DINING / SEATING
- 11 POOL DECK
- 12 SPA
- 13 BREEZEWAY
- 14 PRIVACY WALL
- 15 PERIMETER WALL / FENCE
- 16 ROOM COURTYARD

Hotel Saint Augustine Amenities

Rendering of Typical Hotel Saint Augustine Unit Bathroom

Amenities

- Guest-only cloistered pool and lounge
- On-property restaurant & bar
- Room service
- Dedicated concierge services
- Complimentary filtered drinking water
- Dog-friendly
- Rooms offer multiple options for outdoor spaces, including balconies and patios
- Complimentary WiFi and phone
- Custom fixtures and finishes
- Bunkhouse custom-designed robes
- In-room Bluetooth speaker
- Luxurious bath amenities
- Mini-bar with curated selection of beverages and snacks



Annual Property Tax based on Real Property Valuation

- **2022** MF DU property value: \$6,849,752 or **\$138,010** in property tax revenue annually across all jurisdictions (property tax only – does not generate HOT tax)
- January 1st, **2025** Hotel Saint Augustine estimated property value: \$19,109,763 or **\$385,026** in property tax revenue annually across all jurisdictions (property tax only).
- January 1st, **2039** Hotel Saint Augustine estimated property value: \$42,336,140 or **\$852,993** in property tax revenue annually across all jurisdictions

Hotel Saint Augustine 10-year Tax Revenue Breakdown

Property Taxes	Rate	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Cumulative Revenue
Houston, ISD	0.868300%	\$165,930	\$174,227	\$182,988	\$234,395	\$251,975	\$265,298	\$273,833	\$283,417	\$293,337	\$304,436	\$2,429,786
City of Houston	0.519190%	99,216	104,177	109,386	140,154	150,665	158,632	163,735	169,466	175,398	182,034	\$1,452,862
Harris County	0.350070%	66,898	70,242	73,755	94,500	101,588	106,959	110,401	114,265	118,264	122,738	\$979,610
Houston Community College System	0.092231%	17,625	18,506	19,432	24,897	26,765	28,180	29,087	30,105	31,158	32,337	\$258,092
Harris County Flood Control	0.031050%	5,934	6,230	6,542	8,382	9,010	9,487	9,792	10,135	10,490	10,886	\$86,888
Port of Houston Authority	0.005740%	1,097	1,152	1,209	1,549	1,666	1,754	1,810	1,874	1,939	2,013	\$16,062
Harris County Hospital District	0.143430%	27,409	28,780	30,219	38,718	41,622	43,823	45,233	46,816	48,455	50,288	\$401,364
Harris County Department of Education	0.004800%	917	963	1,011	1,296	1,393	1,467	1,514	1,567	1,622	1,683	\$13,432
		\$385,026	\$404,277	\$424,491	\$543,892	\$584,684	\$615,600	\$635,405	\$657,644	\$680,662	\$706,415	\$5,638,096
Occupancy Tax	Rate	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Cumulative Revenue
State of Texas	6.00%	345,125	505,644	647,873	696,463	733,290	756,881	783,372	810,790	841,467	868,539	8,154,351
City of Houston	7.00%	402,646	589,918	755,851	812,540	855,505	883,028	913,934	945,922	981,711	1,013,295	2,329,815
Harris County	2.00%	115,042	168,548	215,958	232,154	244,430	252,294	261,124	270,263	280,489	289,513	2,329,815
Harris County Sports Authority	2.00%	115,042	168,548	215,958	232,154	244,430	252,294	261,124	270,263	280,489	289,513	2,329,815
		977,855	1,432,659	1,835,639	1,973,312	2,077,654	2,144,497	2,219,554	2,297,239	2,384,156	2,460,859	15,143,795
Mixed Beverage Tax												
Mixed Beverage Gross Receipts Tax	6.70%	132,795	154,927	177,060	183,257	189,748	196,309	203,180	210,291	217,740	225,269	1,890,577
Mixed Beverage Sales Tax	8.25%	152,560	177,987	203,414	210,533	217,991	225,529	233,422	241,592	250,149	258,799	2,171,977
		285,355	332,914	380,474	393,790	407,739	421,838	436,602	451,883	467,890	484,069	4,062,554
Sales Tax ¹												
State of Texas	6.25%	249,388	298,832	345,580	357,675	370,493	383,151	396,561	410,440	425,149	439,674	3,676,942
City of Houston	1.00%	39,902	47,813	55,293	57,228	59,279	61,304	63,450	65,670	68,024	70,348	588,311
Metropolitan Transit Authority of Harris Cou	1.00%	39,902	47,813	55,293	57,228	59,279	61,304	63,450	65,670	68,024	70,348	588,311
State Franchise Tax												
	0.33%	38,368	50,862	62,204	65,811	68,821	71,095	73,583	76,158	78,973	81,583	667,458
		367,560	445,320	518,369	537,942	557,871	576,853	597,043	617,940	640,170	661,953	5,521,021
											\$2,015,795.57	
											\$3,829,227.29	
											Total	\$30,365,467

¹ % of F&B revenue that mixed beverages represent 35.00%

² The Mixed Beverages taxes are shared between state and local authorities, still researching this split.

- Total Public Benefit in Property Tax Revenue Collected for City of Houston: \$1,452,862
- Total Public Benefit in Property Tax Revenue Collected for all Taxing Jurisdictions: \$5,638,096
- Total Public Benefit in Tax Revenue Collected over all Taxing Jurisdictions: \$30,365,467

Hotel Saint Augustine 15-year Tax Revenue Breakdown

Property Taxes	Rate	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Cumulative Revenue
Houston, ISD	0.868300%	\$165,930	\$174,227	\$182,938	\$234,395	\$251,975	\$265,298	\$273,833	\$283,417	\$293,337	\$304,436	\$314,230	\$326,799	\$339,871	\$353,466	\$367,605	\$4,131,757
City of Houston	0.519190%	99,216	104,177	109,386	140,154	150,665	158,632	163,735	169,466	175,398	182,034	187,890	195,406	203,222	211,351	219,805	\$2,470,537
Harris County	0.350070%	66,898	70,242	73,755	94,500	104,588	106,959	110,401	114,265	118,264	122,738	126,687	131,755	137,025	142,506	148,206	\$1,665,789
Houston Community College System	0.092231%	17,625	18,506	19,432	24,897	26,765	28,180	29,087	30,105	31,158	32,337	33,378	34,713	36,101	37,545	39,047	\$438,876
Harris County Flood Control	0.031050%	5,934	6,230	6,542	8,382	9,010	9,487	9,792	10,135	10,490	10,886	11,237	11,686	12,154	12,640	13,145	\$147,750
Port of Houston Authority	0.005740%	1,097	1,152	1,209	1,549	1,666	1,754	1,810	1,874	1,939	2,013	2,077	2,160	2,247	2,337	2,430	\$27,313
Harris County Hospital District	0.143430%	27,409	28,780	30,219	38,718	41,622	43,823	45,233	46,816	48,455	50,288	51,906	53,982	56,142	58,387	60,723	\$682,504
Harris County Department of Education	0.004800%	917	963	1,011	1,296	1,393	1,467	1,514	1,567	1,622	1,683	1,737	1,807	1,879	1,954	2,032	\$22,840
		\$385,026	\$404,277	\$424,491	\$543,892	\$584,684	\$615,600	\$635,405	\$657,644	\$680,662	\$706,415	\$729,142	\$758,308	\$788,640	\$820,186	\$852,993	\$9,587,365
Occupancy Tax	Rate	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10						Cumulative Revenue
State of Texas	6.00%	345,125	505,644	647,873	696,463	733,290	756,881	783,372	810,790	841,467	868,539	903,280	939,411	976,988	1,016,067	1,056,710	11,881,901
City of Houston	7.00%	402,646	589,918	755,851	812,540	855,505	883,028	913,934	945,922	981,711	1,013,295	1,053,827	1,095,980	1,139,819	1,185,412	1,232,828	13,862,218
Harris County	2.00%	115,042	168,548	215,958	232,154	244,430	252,294	261,124	270,263	280,489	289,513	301,093	313,137	325,663	338,689	352,237	3,960,634
Harris County Sports Authority	2.00%	115,042	168,548	215,958	232,154	244,430	252,294	261,124	270,263	280,489	289,513	301,093	313,137	325,663	338,689	352,237	3,960,634
		977,855	1,432,659	1,835,639	1,973,312	2,077,654	2,144,497	2,219,554	2,297,239	2,384,156	2,460,859	2,559,294	2,661,666	2,768,132	2,878,858	2,994,012	33,665,386
Mixed Beverage Tax																	
Mixed Beverage Gross Receipts Tax	6.70%	132,795	154,927	177,060	183,257	189,748	196,309	203,180	210,291	217,740	225,269	234,280	243,651	253,397	263,533	274,075	3,159,514
Mixed Beverage Sales Tax	8.25%	152,560	177,987	203,414	210,533	217,991	225,529	233,422	241,592	250,149	258,799	269,151	279,917	291,114	302,758	314,869	3,629,786
Sales Tax¹		285,355	332,914	380,474	393,790	407,739	421,838	436,602	451,883	467,890	484,069	503,431	523,569	544,511	566,292	588,943	6,789,300
State of Texas	6.25%	249,388	298,832	345,580	357,675	370,493	383,151	396,561	410,440	425,149	439,674	457,261	475,551	494,573	514,356	534,931	6,153,615
City of Houston	1.00%	39,902	47,813	55,293	57,228	59,279	61,304	63,450	65,670	68,024	70,348	73,162	76,088	79,132	82,297	85,589	984,578
Metropolitan Transit Authority of Harris	1.00%	39,902	47,813	55,293	57,228	59,279	61,304	63,450	65,670	68,024	70,348	73,162	76,088	79,132	82,297	85,589	984,578
State Franchise Tax	0.33%	38,368	50,862	62,204	65,811	68,821	71,095	73,583	76,158	78,973	81,583	84,846	88,240	91,770	95,440	99,258	1,127,012
		367,560	445,320	518,369	537,942	557,871	576,853	597,043	617,940	640,170	661,953	688,431	715,968	744,607	774,391	805,367	9,249,784

¹ % of F&B revenue that mixed beverages represent 35.00%

\$2,015,795.57

² The Mixed Beverages taxes are shared between state and local authorities, still researching this split.

15 Year Projection - all Taxing Jurisdictions and all revenue streams

\$59,291,835

- Total Public Benefit in Property Tax Revenue Collected for City of Houston: \$2,470,537
- Total Public Benefit in Property Tax Revenue Collected for all Taxing Jurisdictions: \$9,587,365
- Total Public Benefit in Tax Revenue Collected over all Taxing Jurisdictions: \$59,291,835

Loretto Drive Street Improvement Overview

- Proposed construction of Loretto Drive and corresponding detention between West Main Street and Richmond Ave approximately 570'
- Loretto Drive and Richmond Ave/Mandell includes a proposed METRO BRT Platform linking the BRT Platform to The Menil Campus
- 10' sidewalk on the East Side of Loretto Drive including shade street trees, benches, angled parking, and larger drainage facilities

Loretto Drive Improvement Cost Summary

Section 1 and 2

- **Section 1** improvements focus on improving sidewalks, roads, utilities, detention for sidewalks, landscaping, bike racks, and burying the electrical line on Loretto Drive. This section will mainly focus on the West side of Loretto but will happen simultaneously along with the other two sections.
- **Section 2** improvements focus on improving detention and soft costs of the Hotel Saint Augustine Hotel Site

Loretto Street - Road, Pavement, and Utilities	Hotel Costs
New Road, Sidewalks & Utilities	48,763
Detention for Sidewalks	
Landscape & Site Furnishings (bike racks)	35,503
Bury Overhead Electrical- Loretto btwn Richmond & Colquitt	
Bury Overhead Electrical- Loretto btwn Colquitt & W Main	338,800
General Conditions	21,153
Contingency	42,307
<i>Construction Subtotal</i>	486,525
Design Fees	54,999
Project Management	21,153
TOTAL	\$ 562,677
South Campus Detention Area and Vault: Section 2	
Detention- Development Site Loretto to under proposed park	1,062,460
General Conditions	53,123
Contingency	106,246
<i>Construction Subtotal</i>	1,221,829
Design Fees	138,120
Project Management	53,123
TOTAL	\$ 1,413,072
Section 1 & 2: TOTAL COST	
Construction Subtotal - Reimbursement Request	1,369,555
Non-Reimbursable Expenses from Section 1 & 2	606,195

- Total Improvement Cost: \$4,149,815
- Developer Request for Reimbursement after Section 1 Completion: \$500,000 – Q1 2025 based on CO
- Developer has spent \$1.4 million worth of improvements to date

Loretto Drive Improvement Cost Summary

Section 3

- **Section 3** improvements focus on the East side of Loretto Drive. The improvements will include new paving on the road, an expansion of the current sidewalk to a 10' sidewalk, landscaping including shading street trees, on-street angled parking spots, and utilities

Other Potential Improvements	
Section 3 - Loretto East - Roadway, Paving, Sewer, and Drainage	
New Road, Sidewalks & Utilities	\$1,449,018
General Conditions	\$84,308
Contingency	\$337,232
<i>Construction Subtotal</i>	\$2,107,698
Design Fees	\$219,201
Project Management	\$84,308
TOTAL	\$2,411,206
Total Improvement Cost	\$4,149,815
Total Eligible Reimbursement Cost for Constructing Loretto (Highlighted in Yellow)	3,240,112
Total Developer Reimbursement Request for Constructing Loretto once Section 1 is completed	\$500,000
Developer Contribution/Non-Reimbursable Total Cost	\$1,400,000

- Total Improvement Cost: \$4,149,815
- Developer Request for Reimbursement after Section 1 Completion: \$500,000 – Q1 2025 based on CO
- Developer has spent \$1.4 million worth of improvements to date

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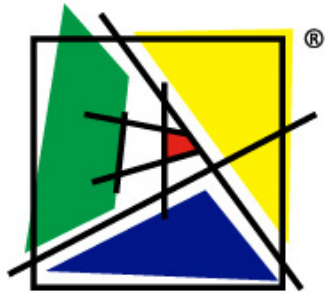
Q&A



midtown
HOUSTON

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**MIDTOWN AFFORDABLE
HOUSING PROGRAM**

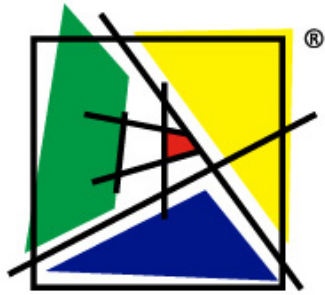


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**CONSTRUCTION
PROJECT
MANAGEMENT**

**Work Order 2 – Fiscal Year 2025 through June 30, 2026
Midtown Redevelopment Authority**

Task	Executive Project Manager \$120/Hour	Direct Expenses	Notes
Program/Project Verification	10		*Projected hours are based upon the time and effort to facilitate approximately four to six future tenants.
Design Management	40		
Budget Administration	20		
Construction Management	430		
Total Hours*	600		
Total Fee including Expenses	\$72,000		



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HEART OF HOUSTON

INTERCREDITOR AND SUBORDINATION AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This INTERCREDITOR AND SUBORDINATION AGREEMENT (the “*Agreement*”) is entered into and made effective as of _____, 2024 (“*Effective Date*”), among **HEART OF HOUSTON COMMUNITY DEVELOPMENT CORPORATION, INC.**, a Texas non-profit corporation (“*Developer*”), **AMEGY BANK**, a _____ (“*Senior Lender*”), **THE CITY OF HOUSTON**, a home-rule city organized under the laws of the State of Texas (“*City*”), and **MIDTOWN REDEVELOPMENT AUTHORITY**, a public not for profit local government corporation created and organized under the provisions of Chapter 431, Texas Transportation Code (“*Midtown*”). All such parties, together with their respective permitted successors and assigns, are collectively referred to herein as the “*Parties*” and individually referred to as a “*Party*” to this Agreement.

RECITALS:

A. Senior Lender has made a loan to Developer in the principal amount of _____ AND NO/100 DOLLARS (\$ _____) (“*Senior Loan*”) for the purpose of financing construction of 11 single-family affordable homes subject to the City’s Community Housing Development Organization (“*CHDO*”) single family home development program (“*CHDO Program*”). The properties in question are more particularly described in *Exhibit “A”*, attached hereto and incorporated herein (the “*Properties*”). The Senior Loan is evidenced by that certain [promissory note], executed by Developer and dated _____, 2024 (“*Senior Note*”), and secured by a certain Deed of Trust, Security Agreement, Financing Statement, and Assignment of Rents and Leases executed by Developer, covering the Properties or some portion of the Properties, and which has been or will be recorded in the Official Public Records of Harris County, Texas (“*Senior DOT*”) (together with all documents evidencing, securing, guaranteeing or otherwise pertaining to the Senior Loan, collectively, the “*Senior Loan Documents*”).

B. In accordance with the terms of that certain Developer Agreement, dated September 8, 2023 (“*City Developer Agreement*”), the City has provided funding (the “*CHDO Set-Aside Funding*”) to Developer of up to the amount of \$3,100,000.00, such CHDO Set-Aside Funding to be used for the development of 11 affordable single-family homes located on the Properties. From the CHDO Set-Aside Funding, the City made 11 separate forgivable loans (each, a “*City Loan*” and collectively, the “*City Loans*”) under the CHDO Program to develop and/or construct those certain 11 separate residential homes on the Properties, each loan evidenced by a Loan Agreement (each, a “*City Subordinate Loan Agreement*” and collectively, the “*City Subordinate Loan Agreements*”), promissory note (each, a “*City Subordinate Note*” and collectively, the “*City Subordinate Notes*”) and secured by a deed of trust (each, a “*City Subordinate DOT*” and collectively, the “*City Subordinate DOTs*”), as each is more particularly described on *Exhibit “B”*, attached hereto and incorporated herein. Furthermore, each of the Properties is encumbered by a Declaration of Land Use Restrictions (Restrictive Covenants), as more particularly described on *Exhibit “C”*, attached hereto and incorporated herein (each, a “*City*

LURA” and collectively, the “*City LURAs*”), which contain certain restrictions regarding usage of the Properties. The City Subordinate Loan Agreements, the City Subordinate Notes, the City Subordinate DOTs, and all documents evidencing, securing, guaranteeing or evidencing the City Loans, with the express exception of the City LURAs, are collectively referred to herein as the “*City Subordinate Loan Documents*”.

C. In accordance with the terms of that certain Grant Agreement by and between Midtown and developer, dated September 28, 2023, Midtown transferred fee simple title to each of the Properties to Developer via a separate Special Warranty Deed for each Property (each, a “*Midtown Deed*”, and collectively, the “*Midtown Deeds*”), as more particularly described in Exhibit “D”, attached hereto and incorporated herein, in consideration for execution of a Deferred Payment Forgivable Promissory Note for each transaction (each, a “*Midtown Subordinate Note*”, and collectively, the “*Midtown Subordinate Notes*”), and secured by a Deed of Trust and Notice of Occupancy Restrictions, (each, a “*Midtown Subordinate DOT*”, and collectively, the “*Midtown Subordinate DOTs*”) as more particularly described on *Exhibit “E*”, attached hereto and incorporated herein. Each Midtown Subordinate DOT is subject to a Declaration of Subordination of Lien (each, a “*Midtown Subordination*”, and collectively, the “*Midtown Subordinations*”), as more particularly described on *Exhibit “F*”, attached hereto and incorporated here.

D. Paragraph 4.F of each Midtown DOT, titled “Occupancy Restrictions”, contain certain restrictions regarding usage of the Properties, as more particularly described in the Midtown DOTs (“*Midtown DOT Restrictions*”), to which Developer has agreed. In addition, the section of each of the Midtown Deeds titled “Restriction to Affordable Housing Use” contains certain additional restrictions regarding usage of the Properties, as more particularly described in the Midtown Deeds (“*Midtown Deed Restrictions*”) (the Midtown DOT Restrictions and the Midtown Deed Restrictions are collectively referred to herein as the “*Midtown Restrictions*”). The Midtown Subordinate Notes, the Midtown Subordinate DOTs, and all documents evidencing, securing, guaranteeing or evidencing the same, with the express exception of the Midtown Restrictions, are collectively referred to herein as the “*Midtown Subordinate Loan Documents*”.

E. Now, as a condition to the closing of the Senior Loan by Senior Lender, the Senior Lender has requested that (1) the City subordinate the City Subordinate Loan Documents, and (2) Midtown subordinate the Midtown Subordinate Loan Documents, to the Senior Loan, as more particularly described hereinbelow.

F. The City and Midtown have each required that Developer, as a condition to Developer's right to receive the Senior Loan, obtain Senior Lender's consent and agreement to the terms and conditions thereof.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and in satisfaction of certain requirements set forth in the Senior Loan Documents, the City Subordinate Loan Documents, and the Midtown Subordinate Loan Documents, Senior Lender, Developer, City, and Midtown hereby agree, covenant, represent and warrant as follows:

ARTICLE 1.
REPRESENTATIONS.

1.01 By Senior Lender. Senior Lender hereby represents and warrants to the City and Midtown that, as of the date hereof:

(a) None of the Senior Loan Documents have been altered or amended from and after the date of execution;

(b) The Senior DOT secures only the indebtedness evidenced by the Senior Note and obligations arising under the Senior Loan Documents relating to the Properties and the Senior Note;

(c) Senior Lender has all necessary power and authority to execute, deliver, and perform its obligations under this Agreement;

(d) All action on the part of Senior Lender that is required for the authorization, execution, delivery, and performance of this Agreement has been duly and effectively taken;

(e) This Agreement has been duly executed and delivered by Senior Lender and constitutes the legal, valid, and binding obligations of Senior Lender, enforceable against Senior Lender in accordance with the terms hereof, except as such enforceability (i) may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the enforcement of creditors' rights and remedies generally, and (ii) is subject to general principles of equity; and

(f) As of the date hereof, Senior Lender has no actual knowledge of a Default (as such term is used in the Senior Loan Documents and as such term is used in the City Subordinate Loan Documents and the Midtown Subordinate Loan Documents) existing under the Senior Loan Documents.

1.02 By Developer. Developer represents and warrants to Senior Lender, City, and Midtown that:

(a) Developer has all necessary power and authority to execute, deliver, and perform its obligations under this Agreement;

(b) All action on the part of Developer that is required for the authorization, execution, delivery, and performance of this Agreement has been duly and effectively taken;

(c) This Agreement has been duly executed and delivered by Developer and constitutes the legal, valid, and binding obligation of Developer, enforceable against Developer in accordance with the terms hereof, except as such enforceability (i) may be limited by applicable bankruptcy, insolvency, reorganization,

moratorium, and other laws affecting the enforcement of creditors' rights and remedies generally, and (ii) is subject to general principles of equity; and

(d) As of the date hereof, no Default (as such term is used in the Senior Loan Documents and as such terms is used in the City Subordinate Loan Documents and the Midtown Subordinate Loan Documents), or any facts or circumstances that with the passage of time or giving of notice or both could result in the occurrence of a Default (as such term is used in the Senior Loan Documents and as such terms is used in the City Subordinate Loan Documents and the Midtown Subordinate Loan Documents), exist under the Senior Loan Documents, the City Subordinate Loan Documents, the Midtown Subordinate Loan Documents, the LURAs, or the Midtown Restrictions.

ARTICLE II.
AGREEMENTS BY DEVELOPER.

Developer agrees that Senior Lender, City, and Midtown may share information that each may acquire with respect to Developer or the Properties and consent to the transfer of such information, whether financial or otherwise, between them, without having to obtain Developer's consent. The City Subordinate Loan Documents and the Midtown Subordinate Loan Documents are now and shall at all times be subject, subordinate and inferior to the lien, operation, and effect of the Senior Loan Documents.

ARTICLE III.
AGREEMENTS BY SENIOR LENDER

Senior Lender agrees to the following, for so long as the Subordinate Loan is outstanding:

3.01 The City, Midtown, and/or Developer may from time-to-time enter into modifications, renewals, extensions, and replacements of the City Subordinate Loan Documents and the Midtown Subordinate Loan Documents without the further consent of Senior Lender so long as such agreements recite that they are, and shall be at all times, subject to the terms of this Agreement and so long as those agreements do not increase the amount of any installments due under the City Subordinate Loan Documents or the Midtown Subordinate Loan Documents or increase the interest rate applicable to either. Unless and until all of the Senior Loan is fully paid and satisfied and the obligations of Senior Lender to make any further loans or advances to the Developer under the Senior Loan Documents have ceased and terminated, the City will not without the consent of Senior Lender, take any additional collateral for the City Subordinate Loan; provided, however, the preceding shall not alter or limit the rights of the City under Section 4.06 or the right of the City pursuant to the City Developer Agreement to impose a deed of trust on each of the Properties.

3.02 Senior Lender shall not make any further advances to Developer which are secured by the Senior DOT, except as provided for in the Senior Loan Documents.

3.03 Any provision in the Senior DOT that purports to secure "other indebtedness" that is unrelated to the Senior Note, the Senior Loan Documents, and the Properties shall be ineffective as against the City or Midtown, and the City Subordinate DOTs, the Midtown Subordinate DOTs

and other City Subordinate Loan Documents and Midtown Subordinate Loan Documents shall have priority over any such “other indebtedness.”

3.04 Senior Lender shall not amend the Senior Loan Documents without the prior written consent of the City and Midtown (which consent shall not be unreasonably withheld) if such amendment will have the effect of (i) increasing or decreasing the principal amount of the Senior Loan or increasing any amounts payable by Developer to Senior Lender except as otherwise provided under Section 4.02, (ii) increasing the rate of interest or changing the method of calculation of interest thereon, (iii) except as a result of extension of the term maturity as provided in Senior Loan Documents, amending the amortization or term thereof, (iv) except as specifically contemplated by the terms of the Senior Loan Documents, increasing or decreasing the monthly payments or escrows for taxes, insurance, and other reserves, or (v) decreasing the number of Project Units provided for in the Senior Loan Documents, to the extent applicable. Subject to this Section 4.04, Senior Lender may otherwise amend the Senior Loan Documents without the City’s prior written consent.

3.05 In the event of any casualty or condemnation occurring during the Term of the City Subordinate Notes resulting in insurance or condemnation proceeds (“*Proceeds*”) being paid to Senior Lender for application to the payment of obligations secured by the Senior DOT, unless the proceeds are used for repair or restoration of the Properties in accordance with the Senior Loan Documents (whether by the Developer or Senior Lender), then Senior Lender will either, at the Senior Lender’s discretion, (i) hold all proceeds in escrow until the City and Senior Lender agree to the terms under which the Project will be pursued, or (ii) pay to the City the lesser of (a) fifty percent (50%) of the Proceeds, or (b) the remaining unpaid balance of the City Loan at the time of the payment of Proceeds by Senior Lender. Further, during the Term of the City Subordinate Notes (and prior to completion of construction on each of the Properties by Developer), Senior Lender agrees not to perform any of the following without sixty (60) day advance written notice to the City: (i) commence foreclosure proceedings with respect to the Properties or any other collateral described in the Senior Loan Documents or the City Subordinate Loan Documents; (ii) bring suit for collection of the Senior Loan, but nothing herein shall preclude filing of a proof of claim in the case of a bankruptcy filing; or (iii) appoint or seek the appointment of a receiver or exercising any other possessory rights or remedies thereunder.

3.06 If a default shall occur under or with respect to either the City Subordinate Loans or the Midtown Subordinate Loans, and is continuing, the City and Midtown each agree that, unless and until City and/or Midtown, as applicable, has given the Senior Lender at least 60 days’ prior written notice, the City and/or Midtown will not (i) commence foreclosure proceedings with respect to the Properties or any other collateral described in the Senior Loan Documents, the City Subordinate Loan Documents, or the Midtown Subordinate Loan Documents; (ii) bring suit for collection of either the City Loans or the Midtown Subordinate Notes, but nothing herein shall preclude filing of a proof of claim in the case of a bankruptcy filing; or (iii) appoint or seek the appointment of a receiver or exercising any other possessory rights or remedies thereunder; provided further, however, the City and Midtown shall each be entitled to exercise and enforce all other rights and remedies available to the City and/or Midtown under the City Subordinate Loan Documents or the Midtown Subordinate Loan Documents, as applicable, and/or under applicable laws.

3.07 Subject to the foregoing in Section 4.05, Section 4.06 and Section 5.02 below, the exercise by the City or Midtown of any of either party's respective rights in and to any and all collateral for the City Subordinate Loan and/or the Midtown Subordinate Loan, as applicable, including, without limitation, any Remedies Exercise (defined below), shall not constitute a default under the Senior Loan Documents. A "**Remedies Exercise**" shall mean (i) a foreclosure sale of the Properties or any portion thereof to the City, Midtown, or a third party, (ii) a conveyance to the City or Midtown pursuant to a deed-in-lieu of foreclosure, or (iii) a sale of the Properties or any portion thereof by the City or Midtown if the City is the purchaser at a foreclosure sale or obtains the Properties or any portion thereof through a deed-in-lieu of foreclosure.

3.08 Any Remedies Exercise on the Properties or any portion thereof shall be subject to the Senior Loan Documents. Any purchaser of any part of the Properties pursuant to a Remedies Exercise shall take such portion of the Properties subject to the Senior Loan Documents without objection by Senior Lender and without payment of any assumption fee.

ARTICLE IV.
DEFAULTS, NOTICE, AND CURE RIGHTS

The parties agree that:

4.01 The occurrence of a Default (as such term is used in the Senior Loan Documents and as such term is used in the City Subordinate Loan Documents and the Midtown Subordinate Loan Documents) under the Senior Loan Documents shall constitute a Default or an Event of Default (as such terms are used in the Subordinate Loan Documents) under the City Subordinate Loan Documents and the Midtown Subordinate Loan Documents.

4.02 The occurrence of a Default (as such term is used in the Senior Loan Documents and as such term is used in the City Subordinate Loan Documents and the Midtown Subordinate Loan Documents) under the City Subordinate Loan Documents and/or the Midtown Subordinate Loan Documents shall not, in and of itself, constitute a Default (as such term is used in the Senior Loan Documents and as such term is used in the City Subordinate Loan Documents and the Midtown Subordinate Loan Documents) under the Senior Loan Documents.

4.03 Senior Lender shall provide the City and Midtown with copies of all written notices which are sent to Developer relating to defaults or exercise of remedies by Senior Lender under the Senior Loan Documents (including notices of default and notices of intention to exercise remedies under the Senior Loan Documents), simultaneously with the sending of such notices to Developer.

4.04 The City and Midtown shall each have the right, but not the obligation, to cure any monetary default by Developer under the Senior Loan Documents at any time on or before the later to occur of (i) the thirtieth (30th) day following receipt by the City of written notice of a monetary default under the Senior Loan Documents or (ii) five (5) calendar days following the expiration of any grace, notice, or cure period available to Developer for any monetary default under the Senior Loan Documents ("**Monetary Cure Period**"). The City and Midtown shall each have the right, but not the obligation, to cure any non-monetary default by Developer under the Senior Loan Documents at any time on or before the later to occur of (i) the sixtieth (60th) day following receipt by the City and/or Midtown of written notice of a non-monetary default under

the Senior Loan Documents or (ii) five (5) calendar days following the expiration of any grace, notice, or cure period available to Developer for any non-monetary default under the Senior Loan Documents (“*Non-Monetary Cure Period*”).

4.05 Senior Lender shall not accelerate the Senior Loan, or exercise any remedies under the Senior Loan Documents, unless the City fails to cure such defaults prior to the expiration of the Monetary Cure Period or the Non-Monetary Cure Period, as the case may be, and if any portion of the Senior Loan has previously been or is thereafter accelerated, then Senior Lender shall reinstate the Senior Loan in accordance with its original terms, upon the cure of the defaults under the Senior Loan Documents within the Monetary Cure Period or the Non-Monetary Cure Period, as the case may be.

4.06 The City and Midtown shall provide Senior Lender with copies of any notices of intention to exercise any remedies under the Subordinate Loan Documents, simultaneously with the sending of such notices to Developer.

4.07 The City and Midtown shall have the right, but not the obligation, in lieu of curing any default under the Senior Loan Documents, to purchase the Senior Loan, by paying the outstanding principal amount thereof, plus all accrued and unpaid interest thereon, together with reasonable expenses incurred by the Senior Lien Lender in connection therewith (including reasonable attorneys' fees), in exchange for assignments, on forms approved by the City and the Senior Lender, of the Senior Loan Documents (including, without limitation, to the extent permitted by applicable law or regulation, the original title insurance policies for the Senior DOT and the original Senior Note, all endorsed to the City, Midtown, or their respective designee, as applicable), without recourse or warranty and pursuant to which the City and/or Midtown, as applicable, shall release the Senior Lender from all claims and other liabilities of the City relating to the Senior Loan as required by the Senior Lender.

ARTICLE V.
ESCROW ACCOUNTS

Pursuant to the Senior Loan Documents, Senior Lender may require Developer to escrow amounts for the payment of taxes and insurance with respect to the Properties (“*Escrow Accounts*”). If Senior Lender requires such Escrow Accounts, then Senior Lender agrees to use such amounts to pay such taxes and insurance as they become due and will not apply such amounts to the Senior Loan except after foreclosure of the Senior Loan. If the Senior Lender does not require Developer to maintain Escrow Accounts, the City and Midtown may require (but shall not be obligated to do so) Developer to maintain Escrow Accounts and to pledge such Escrow Accounts to the City.

ARTICLE VI.
CONDITIONS PRECEDENT; EFFECTIVE DATE

This Agreement shall not become effective until the date (such date being the “*Effective Date*”) when this Agreement shall have been duly executed by each of the parties hereto.

ARTICLE VII.
SUBORDINATION TO LURAS AND MIDTOWN RESTRICTIONS

7.01 The Senior Loan Documents and the liens created thereby on the Properties (“**Senior Liens**”) are now and shall at all times during the “**Affordability Period**” (as defined in the LURAs and the Midtown Restrictions) be subject, subordinate and inferior to the lien, operation and effect of each LURA and/or Midtown Restriction applicable to each of the Properties with the same effect as if each LURA and/or Midtown Restriction had been executed, delivered and recorded prior to the execution, delivery and recordation of the Senior Loan Documents, regardless of the order of recordation of the Senior Loan Documents and each applicable LURA and/or Midtown Restriction. So long as the Affordability Period has not expired, each LURA and/or Midtown Restriction shall at all times be an exception and encumbrance to the lien on any of the Properties in question delivered to Senior Lender pursuant to the Senior DOT. No Affordability Period on any of the Properties may not be extended without the prior written consent of the Senior Lender, which consent shall not be unreasonably withheld.

7.02 Notwithstanding anything contained in this Declaration, the City Subordinate Loan Documents, or the Midtown Subordinate Loan Documents, (i) in no event shall the LURAs be deemed a “City Subordinate Loan Document”, (ii) in no event shall the Midtown Restrictions be deemed a “Midtown Subordinate Loan Document”, and (iii) in the event that there is a conflict in the terms and provisions of (a) the Senior Loan Documents, and either the (b) the City Subordinate Loan Documents, or (c) the Midtown Subordinate Loan Documents, then this Agreement shall control.

ARTICLE VIII.
NO THIRD-PARTY BENEFICIARY

Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any party other than the parties hereto and their respective successors and assigns, any right, remedy or claim under or by reason of this Agreement or any covenant, condition, or stipulation thereto; and the covenants, stipulations, and agreements contained in this Agreement are and shall be for the sole and exclusive benefit of the parties hereto and their respective successors and assigns.

ARTICLE IX.
CITY COUNCIL APPROVAL

9.01 This Agreement shall not be effective as to the City until it has been approved by the City of Houston City Council (“**City Council**”) and is signed by the Mayor of the City of Houston (“**Mayor**”) and countersigned by the Controller of the City (“**Controller**”). Notwithstanding anything in this Agreement to the contrary, the cure of the Defaults or Events of Default under the Senior Loan Documents and/or the purchase of Senior Note by the City are all subject to City Council approval.

9.02 Notwithstanding anything contained herein to the contrary, this Agreement does not, nor shall it be construed to, foreclose or waive the application of all lawful requirements under the applicable laws of the State of Texas for the approval or issuance of future agreements, permits or licenses by the City.

9.03 Any provision of this Agreement which contemplates (i) the payment of money by the City, which payment would require the appropriation of funds over and above any sums

appropriated prior to the Effective Date of this Agreement in connection with this Agreement (and the transactions contemplated herein), or (ii) any other future action, decision, agreement, waiver or approval which by its nature must be approved by the City Council, including without limitation, the issuance of permits or licenses, shall be subject to the approval of any subsequent City Councils to which such matter is presented and to the appropriation by such City Council of the required funds, in the exercise of its legislative discretion.

ARTICLE X.
MISCELLANEOUS

10.01 Notices. All notices, demands, certificates, or other communications hereunder shall be in writing and shall be deemed sufficiently given or served 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 proper address as indicated below; provided that any such notices, demands, certificates, or other communications shall be deemed effective only upon receipt. Each party may, by written notice given to the other parties, designate any other address or addresses to which notices, certificates or other communications to them shall be sent as contemplated by this Agreement. Until otherwise so provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

SENIOR LENDER:

Amegy Bank

Attention: _____

With a copy to:

Attention: _____

CITY:

City of Houston

c/o Housing and Community Development Department

2100 Travis, 9th floor

Houston, TX 77002

Attention: Director

With copy to:

City of Houston Legal Department

900 Bagby, 4th Floor

Houston, TX 77002

Attention: Chief, Real Estate Section

MIDTOWN

Midtown Redevelopment Authority
410 Pierce Street, Suite 400
Houston, Texas 77002
Attention: Executive Director

DEVELOPER:
Heart of Houston Community Development Corporation Inc.
3451 Palm Street
Houston, TX 77004
Attention: _____

10.02 Successors and Assigns. Whenever in this Agreement any party hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all rights, benefits, covenants, promises, and agreements in this Agreement by or on behalf of the respective parties hereto shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

10.03 Counterparts. The parties have executed this Agreement in multiple originals, each having full force and effect, as of the date of this Agreement. Facsimile or electronically transmitted signatures shall be deemed originals for all purposes hereunder.

10.04 Governing Law. This Agreement shall be performable and enforced in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas, without regard to the conflicts of laws rules of the State of Texas. Venue shall be exclusively in Harris County, Texas.

10.05 Amendments. No amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the party or parties against whom it is to be enforced, and any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No delay on the part of Senior Lender, the City, or Midtown in the exercise of any right, power, or remedy shall operate as a waiver thereof, nor shall any single or partial waiver by either Senior Lender, the City, or by Midtown of any right, power, or remedy preclude any further exercise thereof, or the exercise of any other right, power or remedy.

10.06 Survival. This Agreement shall remain in full force and effect until payment in full of the Senior Loan.

10.07 Entirety. This Agreement, including the documents referred to herein, embodies the entire agreement and understanding of the parties hereto and supersedes all prior agreements and understandings of the parties hereto relating to the subject matter herein contained; notwithstanding the foregoing, however, nothing in this Agreement shall supersede or override the provisions, covenants and terms contained in the Senior Declaration of Subordination.

10.08 Severability. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability

of the remaining provisions contained herein shall not in any way be affected and/or impaired thereby.

[SIGNATURE PAGE FOLLOWS]

DRAFT

Signature Page

Intercreditor and Subordination Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers thereunto duly authorized, as of the date of the countersignature by the Controller of the City of Houston, as set forth below.

SENIOR LENDER:

AMEGY BANK

By: _____

Name: _____

Title: _____

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

The foregoing instrument was acknowledged before me on the ____ day of _____, 20____, by _____, _____ of AMEGY BANK, on behalf of said _____.

NOTARY PUBLIC - THE STATE OF TEXAS

Printed Name of Notary

My commission expires: _____

DEVELOPER:

HEART OF HOUSTON COMMUNITY
DEVELOPMENT CORPORATION, INC.,
a Texas non-profit corporation

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the _____ of Heart of Houston Community Development Corporation, Inc., a Texas non-profit corporation, on behalf of such non-profit corporation.

NOTARY PUBLIC - THE STATE OF TEXAS

Printed Name of Notary

My commission expires: _____.

MIDTOWN:

MIDTOWN REDEVELOPMENT AUTHORITY,
a public not for profit local government corporation
created and organized under the provisions of
Chapter 431, Texas Transportation Code

By: _____
Name: Matt Thibodeau
Title: Executive Director

STATE OF TEXAS §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on the ____ day of _____, 20____, by Matt Thibodeaux, Executive Director of MIDTOWN REDEVELOPMENT AUTHORITY, a public not for profit local government corporation created and organized under the provisions of Chapter 431, Texas Transportation Code, on behalf of said local government corporation.

NOTARY PUBLIC - THE STATE OF TEXAS

Printed Name of Notary

My commission expires: _____.

CITY:

CITY OF HOUSTON, TEXAS

SEAL/ATTEST:

Pat Jefferson Daniel, City Secretary

John Whitmire, Mayor

APPROVED:

COUNTERSIGNED:

Michael C. Nichols, Director
Housing and Community Development
Department

Chris B. Brown, Controller

APPROVED AS TO FORM:

COUNTERSIGNATURE DATE:

Senior Assistant City Attorney
LD# _____

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on the ____ day of _____, 20__, by _____ for John Whitmire, Mayor of the CITY OF HOUSTON, a municipal corporation, on behalf of said corporation.

NOTARY PUBLIC - THE STATE OF TEXAS

Printed Name of Notary
My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTIES

3002 McGowen:

Lot Five (5), in Block Nineteen (19) of the William A. Wilson Subdivision of Lots Nine (9) and Ten (10) of the West one-half (W. 1/2) of the Henry Tierwester Survey, 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.

3005 Tuam:

Lot Eight (8), in Block Thirty-one (31) of the William A. Wilson subdivision of Lots Nine (9) and Ten (10) of the West one-half (W. 1/2) of the Henry Tierwester Survey, 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.

3008 McGowen:

Lot Four (4), in Block Nineteen (19) of the William A. Wilson subdivision of Lots Nine (9) and Ten (10) of the West one-half (W. 1/2) of the Henry Tierwester Survey, 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.

3015 Drew:

Lot Nine (9), in Block Thirty (30) of the William A. Wilson subdivision of Lots Nine (9) and Ten (10) of the West one-half (W. 1/2) of the Henry Tierwester Survey, 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

A028 Gowen:

Lot Four (4), in Block Twenty (20) of the William A. Wilson subdivision of Lots Nine (9) and Ten (10) of the West one-half (W. 1/2) of the Henry Tierwester Survey, 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.

3037 McGowen:

Lot Nine (9), in Block Seventeen (17) of the William A. Wilson subdivision of Lots Nine (9) and Ten (10) of the West one-half (W. 1/2) of the Henry Tierwester Survey, 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.

3101 Dennis:

Lot Nine (9), in Block Thirty (30) of the William A. Wilson subdivision of Lots Nine (9) and Ten (10) of the West one-half (W. 1/2) of the Henry Tierwester Survey, 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.

3102 McGowen:

Lot Five (5), in Block Twenty-one (21) of the William A. Wilson subdivision of Lots Nine (9) and Ten (10) of the West one-half (W. 1/2) of the Henry Tierwester Survey, 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.

3104 McGowen:

Lot Four (4), in Block Twenty-one (21) of the William A. Wilson subdivision of Lots Nine (9) and Ten (10) of the West one-half (W. 1/2) of the Henry Tierwester Survey, 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.

3106 Dennis:

Lot Four (4), in Block Twenty-eight (28) of the William A. Wilson subdivision of Lots Nine (9) and Ten (10) of the West one-half (W. 1/2) of the Henry Tierwester Survey, 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.

5046 Madalyn:

Being 0.1676 acre (7,299 square feet) tract of land situated in the L. Moore Survey, Abstract No. 51, in Harris County, Texas, being all of a called Lot 12, Block 95, Riverside Terrace Section 22, a subdivision recorded in Volume 22, Page 46, Map Records of Harris County, Texas (M.R.H.C.T.) said Lot 12 being previously recorded in Harris County Clerk's File No. (H.C.C.F.) No. RP-2016-572593, Official Public Records, Harris County, Texas (O.P.R.H.C.T.). Save and Except a called 0.559 acre tract recorded under H.C.C.F. No. 20120253480 O.P.R.H.C.T., said 0.1676 acre tract more particularly described by metes and bounds as follows:

COMMENCING at a cut X found in the Westerly right of way (R.O.W.) line of Martin Luther King Boulevard (width varies) marking the southeast corner of Southern Palm subdivision recorded in Film Code 701375 M.R.H.C.T.

THENCE North 17° 27' 40" East, with the Westerly R.O.W. line of Martin Luther King Boulevard, a distance of 319.25 feet to an angle point;

THENCE North 12° 39' 24" East, with the Westerly R.O.W. line of Martin Luther King Boulevard, a distance of 103.57 feet to a 5/8 inch iron rod with cap (DART) found marking the northeast corner of a called Reserve F of said Southern Palm, the POINT OF BEGINNING and the southeast

corner of the herein described tract;

THENCE South $84^{\circ} 08' 15''$ West, with the northerly line of said Southern Palm, a distance of 43.20 feet to a 5/8 inch iron rod with cap (DART) found marking the southwest corner of the herein described tract;

THENCE North $09^{\circ} 51' 10''$ East, with the common line of a called Lot 11, Block 95 of said Riverside Terrace Sec. 22 and the herein described tract, a distance of 163.34 feet to a 5/8 inch iron rod with cap (DART) set marking the northeast corner of said Lot 11 and the northwest corner of the herein described tract;

THENCE (C1) with a curve to the right with the southerly R.O.W. line of Madalyn Lane (60 feet wide) having a length of 43.12 feet, a radius of 530 feet, a delta of $4^{\circ} 39' 41''$, and a chord bearing of South $77^{\circ} 49' 00''$ East, 43.11 feet to a 5/8 inch iron rod with cap (COBB & FENDLEY) found marking the northerly corner of a cut-back corner of the herein described tract;

THENCE (L1) South $27^{\circ} 05' 44''$ East, with said cut-back corner of the herein described tract, a distance of 20.29 feet to a 5/8 inch iron rod with cap (GEO SURVEY) found marking the southerly corner of said cut-back corner of the herein described tract;

THENCE South $17^{\circ} 25' 15''$ West, with the common line of the herein described tract, and said 0.559 acre tract, a distance of 133.67 feet to a 1/2 inch iron rod found marking an interior corner of the herein described tract;

THENCE (L2) North $84^{\circ} 10' 26''$ East, with a common line of said 0.559 acre tract and of the herein described tract, a distance of 4.19 feet and a 5/8 inch iron rod with cap (DART) set marking an easterly corner of the herein described tract;

THENCE (L3) South $12^{\circ} 39' 24''$ West, with an easterly line of the herein described tract, a distance of 2.30 feet the POINT OF BEGINNING and containing 0.1676 acre (7,299 square feet) more or less.

EXHIBIT B

CITY SUBORDINATE LOAN DOCUMENTS

3002 McGowen: Loan in the amount of \$250,500.00, as evidenced by that certain Loan Agreement, dated April 2, 2024, by and between City and Developer, and that certain Note, dated April 2, 2024, by Developer, as maker, in favor of the City, as payee, in the amount of \$250,500.00; as secured by that certain Deed of Trust, Security Agreement and Financing Statement, dated April 2, 2024, by Developer, as grantor, to Michael C. Nichols, as trustee, for the benefit of the City, as beneficiary, securing the real property more particularly described therein, recorded on May 1, 2024, as File No. RP-2024-156858 in the Official Public Records of Harris County, Texas

3005 Tuam: Loan in the amount of \$255,500.00, as evidenced by that certain Loan Agreement, dated April 2, 2024, by and between City and Developer, and that certain Note, dated April 2, 2024, by Developer, as maker, in favor of the City, as payee, in the amount of \$255,500.00; as secured by that certain Deed of Trust, Security Agreement and Financing Statement, dated April 2, 2024, by Developer, as grantor, to Michael C. Nichols, as trustee, for the benefit of the City, as beneficiary, securing the real property more particularly described therein, recorded on August 20, 2024, as File No. RP-2024-304289 in the Official Public Records of Harris County, Texas

3008 McGowen: Loan in the amount of \$255,500.00, as evidenced by that certain Loan Agreement, dated April 3, 2024, by and between City and Developer, and that certain Note, dated April 3, 2024, by Developer, as maker, in favor of the City, as payee, in the amount of \$255,500.00; as secured by that certain Deed of Trust, Security Agreement and Financing Statement, dated April 3, 2024, by Developer, as grantor, to Michael C. Nichols, as trustee, for the benefit of the City, as beneficiary, securing the real property more particularly described therein, recorded on May 1, 2024, as File No. RP-2024-156886 in the Official Public Records of Harris County, Texas

3015 Drew: Loan in the amount of \$250,500.00, as evidenced by that certain Loan Agreement, dated April 2, 2024, by and between City and Developer, and that certain Note, dated April 2, 2024, by Developer, as maker, in favor of the City, as payee, in the amount of \$250,500.00; as secured by that certain Deed of Trust, Security Agreement and Financing Statement, dated April 2, 2024, by Developer, as grantor, to Michael C. Nichols, as trustee, for the benefit of the City, as beneficiary, securing the real property more particularly described therein, recorded on May 1, 2024, as File No. RP-2024-156693 in the Official Public Records of Harris County, Texas

3028 McGowen: Loan in the amount of \$250,500.00, as evidenced by that certain Loan Agreement, dated April 2, 2024, by and between City and Developer, and that certain Note, dated April 2, 2024, by Developer, as maker, in favor of the City, as payee, in the amount of \$250,500.00; as secured by that certain Deed of Trust, Security Agreement and Financing Statement, dated April 2, 2024, by Developer, as grantor, to Michael C. Nichols, as trustee, for the benefit of the City, as beneficiary, securing the real property more particularly described therein, recorded on August 20, 2024, as File No. RP-2024-304296 in the Official Public Records of Harris County, Texas

3037 McGowen: Loan in the amount of \$255,500.00, as evidenced by that certain Loan Agreement, dated April 2, 2024, by and between City and Developer, and that certain Note, dated April 2, 2024, by Developer, as maker, in favor of the City, as payee, in the amount of \$255,500.00;

as secured by that certain Deed of Trust, Security Agreement and Financing Statement, dated April 2, 2024, by Developer, as grantor, to Michael C. Nichols, as trustee, for the benefit of the City, as beneficiary, securing the real property more particularly described therein, recorded on August 20, 2024, as File No. RP-2024-304299 in the Official Public Records of Harris County, Texas

3101 Dennis: Loan in the amount of \$205,500.00, as evidenced by that certain Loan Agreement, dated April 2, 2024, by and between City and Developer, and that certain Note, dated April 2, 2024, by Developer, as maker, in favor of the City, as payee, in the amount of \$250,500.00; as secured by that certain Deed of Trust, Security Agreement and Financing Statement, dated April 2, 2024, by Developer, as grantor, to Michael C. Nichols, as trustee, for the benefit of the City, as beneficiary, securing the real property more particularly described therein, recorded on August 21, 2024, as File No. RP-2024-305470 in the Official Public Records of Harris County, Texas

3102 McGowen: Loan in the amount of \$250,500.00, as evidenced by that certain Loan Agreement, dated April 2, 2024, by and between City and Developer, and that certain Note, dated April 2, 2024, by Developer, as maker, in favor of the City, as payee, in the amount of \$250,500.00; as secured by that certain Deed of Trust, Security Agreement and Financing Statement, dated April 2, 2024, by Developer, as grantor, to Michael C. Nichols, as trustee, for the benefit of the City, as beneficiary, securing the real property more particularly described therein, recorded on August 20, 2024, as File No. RP-2024-304301 in the Official Public Records of Harris County, Texas

3104 McGowen: Loan in the amount of \$255,500.00, as evidenced by that certain Loan Agreement, dated April 2, 2024, by and between City and Developer, and that certain Note, dated April 2, 2024, by Developer, as maker, in favor of the City, as payee, in the amount of \$255,500.00; as secured by that certain Deed of Trust, Security Agreement and Financing Statement, dated April 2, 2024, by Developer, as grantor, to Michael C. Nichols, as trustee, for the benefit of the City, as beneficiary, securing the real property more particularly described therein, recorded on August 20, 2024, as File No. RP-2024-304304 in the Official Public Records of Harris County, Texas

3106 Dennis: Loan in the amount of \$255,500.00, as evidenced by that certain Loan Agreement, dated April 2, 2024, by and between City and Developer, and that certain Note, dated April 2, 2024, by Developer, as maker, in favor of the City, as payee, in the amount of \$255,500.00; as secured by that certain Deed of Trust, Security Agreement and Financing Statement, dated April 2, 2024, by Developer, as grantor, to Michael C. Nichols, as trustee, for the benefit of the City, as beneficiary, securing the real property more particularly described therein, recorded on May 1, 2024, as File No. RP-2024-156692 in the Official Public Records of Harris County, Texas

5046 Madalyn: Loan in the amount of \$256,500.00, as evidenced by that certain Loan Agreement, dated April 2, 2024, by and between City and Developer, and that certain Note, dated April 2, 2024, by Developer, as maker, in favor of the City, as payee, in the amount of \$256,500.00; as secured by that certain Deed of Trust, Security Agreement and Financing Statement, dated April 2, 2024, by Developer, as grantor, to Michael C. Nichols, as trustee, for the benefit of the City, as beneficiary, securing the real property more particularly described therein, recorded on August 20, 2024, as File No. RP-2024-304305 in the Official Public Records of Harris County, Texas

EXHIBIT C

CITY DECLARATIONS OF LAND USE RESTRICTIONS

3002 McGowen: Declaration of Land Use Restrictions (Restrictive Covenants), dated December 28, 2023, by Developer, recorded on January 3, 2024, as File No. RP-2024-3472 in the Official Public Records of Harris County, Texas

3005 Tuam: Declaration of Land Use Restrictions (Restrictive Covenants), dated December 28, 2023, by Developer, recorded on January 3, 2024, as File No. RP-2024-1404 in the Official Public Records of Harris County, Texas

3008 McGowen: Declaration of Land Use Restrictions (Restrictive Covenants), dated December 28, 2023, by Developer, recorded on January 3, 2024, as File No. RP-2024-3469 in the Official Public Records of Harris County, Texas

3015 Drew: Declaration of Land Use Restrictions (Restrictive Covenants), dated December 28, 2023, by Developer, recorded on January 2, 2024, as File No. RP-2024-1648 in the Official Public Records of Harris County, Texas

3028 McGowen: Declaration of Land Use Restrictions (Restrictive Covenants), dated December 28, 2023, by Developer, recorded on January 3, 2024, as File No. RP-2024-3152 in the Official Public Records of Harris County, Texas

3037 McGowen: Declaration of Land Use Restrictions (Restrictive Covenants), dated December 28, 2023, by Developer, recorded on January 3, 2024, as File No. RP-2024-3449 in the Official Public Records of Harris County, Texas

3101 Dennis: Declaration of Land Use Restrictions (Restrictive Covenants), dated December 28, 2023, by Developer, recorded on January 3, 2024, as File No. RP-2024-2841 in the Official Public Records of Harris County, Texas

3102 McGowen: Declaration of Land Use Restrictions (Restrictive Covenants), dated December 28, 2023, by Developer, recorded on January 3, 2024, as File No. RP-2024-3146 in the Official Public Records of Harris County, Texas

3104 McGowen: Declaration of Land Use Restrictions (Restrictive Covenants), dated December 28, 2023, by Developer, recorded on January 3, 2024, as File No. RP-2024-2844 in the Official Public Records of Harris County, Texas

3106 Dennis: Declaration of Land Use Restrictions (Restrictive Covenants), dated December 28, 2023, by Developer, recorded on January 3, 2024, as File No. RP-2024-2838 in the Official Public Records of Harris County, Texas

5046 Madalyn: Declaration of Land Use Restrictions (Restrictive Covenants), dated December 28, 2023, by Developer, recorded on January 3, 2024, as File No. RP-2024-1939 in the Official Public Records of Harris County, Texas

EXHIBIT D

MIDTOWN DEEDS

3002 McGowen: Special Warranty Deed, dated December 28, 2023, by Midtown, as grantor, to Developer, as grantee, recorded on January 3, 2024, as File No. RP-2024-3473 in the Official Public Records of Harris County, Texas

3005 Tuam: Special Warranty Deed, dated December 28, 2023, by Midtown, as grantor, to Developer, as grantee, recorded on January 3, 2024, as File No. RP-2024-1405 in the Official Public Records of Harris County, Texas

3008 McGowen: Special Warranty Deed, dated December 28, 2023, by Midtown, as grantor, to Developer, as grantee, recorded on January 3, 2024, as File No. RP-2024-3470 in the Official Public Records of Harris County, Texas

3015 Drew: Special Warranty Deed, dated December 28, 2023, by Midtown, as grantor, to Developer, as grantee, recorded on January 2, 2024, as File No. RP-2024-1649 in the Official Public Records of Harris County, Texas

3028 McGowen: Special Warranty Deed, dated December 28, 2023, by Midtown, as grantor, to Developer, as grantee, recorded on January 3, 2024, as File No. RP-2024-3153 in the Official Public Records of Harris County, Texas

3037 McGowen: Special Warranty Deed, dated December 28, 2023, by Midtown, as grantor, to Developer, as grantee, recorded on January 3, 2024, as File No. RP-2024-3150 in the Official Public Records of Harris County, Texas

3101 Dennis: Special Warranty Deed, dated December 28, 2023, by Midtown, as grantor, to Developer, as grantee, recorded on January 3, 2024, as File No. RP-2024-2842 in the Official Public Records of Harris County, Texas

3102 McGowen: Special Warranty Deed, dated December 28, 2023, by Midtown, as grantor, to Developer, as grantee, recorded on January 3, 2024, as File No. RP-2024-3147 in the Official Public Records of Harris County, Texas

3104 McGowen: Special Warranty Deed, dated December 28, 2023, by Midtown, as grantor, to Developer, as grantee, recorded on January 3, 2024, as File No. RP-2024-2845 in the Official Public Records of Harris County, Texas

3106 Dennis: Special Warranty Deed, dated December 28, 2023, by Midtown, as grantor, to Developer, as grantee, recorded on January 3, 2024, as File No. RP-2024-2839 in the Official Public Records of Harris County, Texas

5046 Madalyn: Special Warranty Deed, dated December 28, 2023, by Midtown, as grantor, to Developer, as grantee, recorded on January 3, 2024, as File No. RP-2024-1940 in the Official Public Records of Harris County, Texas

EXHIBIT E

MIDTOWN SUBORDINATE LOAN DOCUMENTS

3002 McGowen: that certain Deferred Payment Forgivable Promissory Note, dated December 28, 2023, by Developer, as maker, in favor of Midtown, as payee, in the amount of \$135,000.00; as secured by that certain Deed of Trust and Notice of Occupancy Restrictions, dated December 28, 2023, by Developer, as grantor, to Mathias Thibodeaux, as trustee, for the benefit of the Midtown, as beneficiary, securing the real property more particularly described therein, recorded on January 3, 2024, as File No. RP-2024-3474 in the Official Public Records of Harris County, Texas

3005 Tuam: that certain Deferred Payment Forgivable Promissory Note, dated December 28, 2023, by Developer, as maker, in favor of Midtown, as payee, in the amount of \$135,000.00; as secured by that certain Deed of Trust and Notice of Occupancy Restrictions, dated December 28, 2023, by Developer, as grantor, to Mathias Thibodeaux, as trustee, for the benefit of the Midtown, as beneficiary, securing the real property more particularly described therein, recorded on January 2, 2024, as File No. RP-2024-1406 in the Official Public Records of Harris County, Texas

3008 McGowen: that certain Deferred Payment Forgivable Promissory Note, dated December 28, 2023, by Developer, as maker, in favor of Midtown, as payee, in the amount of \$135,000.00; as secured by that certain Deed of Trust and Notice of Occupancy Restrictions, dated December 28, 2023, by Developer, as grantor, to Mathias Thibodeaux, as trustee, for the benefit of the Midtown, as beneficiary, securing the real property more particularly described therein, recorded on January 3, 2024, as File No. RP-2024-3471 in the Official Public Records of Harris County, Texas

3015 Drew: that certain Deferred Payment Forgivable Promissory Note, dated December 28, 2023, by Developer, as maker, in favor of Midtown, as payee, in the amount of \$135,000.00; as secured by that certain Deed of Trust and Notice of Occupancy Restrictions, dated December 28, 2023, by Developer, as grantor, to Mathias Thibodeaux, as trustee, for the benefit of the Midtown, as beneficiary, securing the real property more particularly described therein, recorded on January 2, 2024, as File No. RP-2024-1650 in the Official Public Records of Harris County, Texas

3028 McGowen: that certain Deferred Payment Forgivable Promissory Note, dated December 28, 2023, by Developer, as maker, in favor of Midtown, as payee, in the amount of \$135,000.00; as secured by that certain Deed of Trust and Notice of Occupancy Restrictions, dated December 28, 2023, by Developer, as grantor, to Mathias Thibodeaux, as trustee, for the benefit of the Midtown, as beneficiary, securing the real property more particularly described therein, recorded on January 3, 2024, as File No. RP-2024-3154 in the Official Public Records of Harris County, Texas

3037 McGowen: that certain Deferred Payment Forgivable Promissory Note, dated December 28, 2023, by Developer, as maker, in favor of Midtown, as payee, in the amount of \$135,000.00; as secured by that certain Deed of Trust and Notice of Occupancy Restrictions, dated December 28, 2023, by Developer, as grantor, to Mathias Thibodeaux, as trustee, for the benefit of the Midtown, as beneficiary, securing the real property more particularly described therein, recorded on January 3, 2024, as File No. RP-2024-3151 in the Official Public Records of Harris County, Texas

3101 Dennis: that certain Deferred Payment Forgivable Promissory Note, dated December 28, 2023, by Developer, as maker, in favor of Midtown, as payee, in the amount of \$135,000.00; as secured by that certain Deed of Trust and Notice of Occupancy Restrictions, dated December 28, 2023, by Developer, as grantor, to Mathias Thibodeaux, as trustee, for the benefit of the Midtown, as beneficiary, securing the real property more particularly described therein, recorded on January 3, 2024, as File No. RP-2024-2843 in the Official Public Records of Harris County, Texas

3102 McGowen: that certain Deferred Payment Forgivable Promissory Note, dated December 28, 2023, by Developer, as maker, in favor of Midtown, as payee, in the amount of \$135,000.00; as secured by that certain Deed of Trust and Notice of Occupancy Restrictions, dated December 28, 2023, by Developer, as grantor, to Mathias Thibodeaux, as trustee, for the benefit of the Midtown, as beneficiary, securing the real property more particularly described therein, recorded on January 3, 2024, as File No. RP-2024-3148 in the Official Public Records of Harris County, Texas

3104 McGowen: that certain Deferred Payment Forgivable Promissory Note, dated December 28, 2023, by Developer, as maker, in favor of Midtown, as payee, in the amount of \$135,000.00; as secured by that certain Deed of Trust and Notice of Occupancy Restrictions, dated December 28, 2023, by Developer, as grantor, to Mathias Thibodeaux, as trustee, for the benefit of the Midtown, as beneficiary, securing the real property more particularly described therein, recorded on January 3, 2024, as File No. RP-2024-2846 in the Official Public Records of Harris County, Texas

3106 Dennis: that certain Deferred Payment Forgivable Promissory Note, dated December 28, 2023, by Developer, as maker, in favor of Midtown, as payee, in the amount of \$135,000.00; as secured by that certain Deed of Trust and Notice of Occupancy Restrictions, dated December 28, 2023, by Developer, as grantor, to Mathias Thibodeaux, as trustee, for the benefit of the Midtown, as beneficiary, securing the real property more particularly described therein, recorded on January 3, 2024, as File No. RP-2024-2840 in the Official Public Records of Harris County, Texas

5046 Madalyn: that certain Deferred Payment Forgivable Promissory Note, dated December 28, 2023, by Developer, as maker, in favor of Midtown, as payee, in the amount of \$111,383.00; as secured by that certain Deed of Trust and Notice of Occupancy Restrictions, dated December 28, 2023, by Developer, as grantor, to Mathias Thibodeaux, as trustee, for the benefit of the Midtown, as beneficiary, securing the real property more particularly described therein, recorded on January 3, 2024, as File No. RP-2024-2364 in the Official Public Records of Harris County, Texas

EXHIBIT F

MIDTOWN SUBORDINATIONS

3002 McGowen: Declaration of Subordination of Lien, dated April 2, 2024, by Midtown, recorded on July 24, 2024, as File No. RP-2024-267020 in the Official Public Records of Harris County, Texas

3005 Tuam: Declaration of Subordination of Lien, dated April 2, 2024, by Midtown, recorded on July 24, 2024, as File No. RP-2024-267087 in the Official Public Records of Harris County, Texas

3008 McGowen:

3015 Drew: Declaration of Subordination of Lien, dated April 2, 2024, by Midtown, recorded on July 24, 2024, as File No. RP-2024-267125 in the Official Public Records of Harris County, Texas

3028 McGowen: Declaration of Subordination of Lien, dated April 2, 2024, by Midtown, recorded on July 24, 2024, as File No. RP-2024-267026 in the Official Public Records of Harris County, Texas and Declaration of Subordination of Lien, dated April 2, 2024, by Midtown, recorded on July 24, 2024, as File No. RP-2024-267917 in the Official Public Records of Harris County, Texas

3037 McGowen: Declaration of Subordination of Lien, dated April 2, 2024, by Midtown, recorded on July 24, 2024, as File No. RP-2024-267031 in the Official Public Records of Harris County, Texas

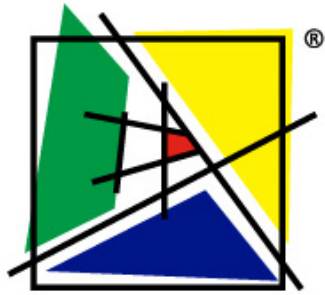
3101 Dennis: Declaration of Subordination of Lien, dated April 2, 2024, by Midtown, recorded on July 24, 2024, as File No. RP-2024-267093 in the Official Public Records of Harris County, Texas

3102 McGowen: Declaration of Subordination of Lien, dated April 2, 2024, by Midtown, recorded on July 24, 2024, as File No. RP-2024-267077 in the Official Public Records of Harris County, Texas

3104 McGowen: Declaration of Subordination of Lien, dated April 2, 2024, by Midtown, recorded on July 24, 2024, as File No. RP-2024-267067 in the Official Public Records of Harris County, Texas

3106 Dennis: Declaration of Subordination of Lien, dated April 2, 2024, by Midtown, recorded on July 24, 2024, as File No. RP-2024-267082 in the Official Public Records of Harris County, Texas

5046 Madalyn: Declaration of Subordination of Lien, dated April 2, 2024, by Midtown, recorded on July 24, 2024, as File No. RP-2024-267110 in the Official Public Records of Harris County, Texas



midtown
HOUSTON

EPIC HOMES

ccppi
 center for civic & public policy improvement

TO: Matt Thibodeaux

FROM: CCPI Affordable Housing Consultant Advisory Group (AHCAG)

CC: Peggy Foreman
 Mary Buzak
 Sean Haley
 Joy Fitzgerald

DATE: September 17, 2024

RE: Authorization to Amend Proposed Development Agreement with **Epic Homes LLC**
 Approved by Midtown Redevelopment Authority (MRA) to Increase the Sales
 Prices for Four Homes

Based on authorization provided by the MRA Board at its meetings on November 30, 2023 and March 28, 2024, currently MRA has authorized a Development Agreement with Epic Homes LLC for the following:

EPIC HOMES HOUSTON

<u>Tract</u>	<u>Address</u>	<u>HCAD Account No.</u>	<u>Lot Size, sf</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>
1	3127 McIlhenny	0372130000007	5000.00	1500	1900	1500	3	2.5	2	\$210,000
2	0 Drew	0372390000008	5031.91	1515	1915	1515	3	2	2	\$199,000
3	3005 Beulah	0510330000013	4981.24	1515	1915	1515	3	2	2	\$199,000
4	3213 Dennis	0372320000009	5031.11	1515	1915	1515	3	2	2	\$199,000
5	3219 Beulah *	0510350000010	2687.00	1515	1915	1515	3	2	2	\$199,000
6	3221 Beulah *	0510350000011	2313.00							

* These two lots will be developed as one house.

During the preparation of the Development Agreement, the builder, Epic Homes LLC advised of increased material and labor costs for construction of the four of the homes with a sales price of \$199,000.00. Epic submitted an updated Homes Sales Price Worksheet which included the current costs, a completed amenity form and detailed explanation. The AHCAG vetted the sales price cost worksheet, and the amenities form related to the increased and is recommending approval of the modified price of \$220,000 for the four homes.

Action for Consideration

The AHCAG recommends that the MRA authorize the amendment of the proposed Development Agreement with Epic Homes LLC to adjusted the sales price to \$220,000.00 for four homes as follows:

Home Plan Type	Address	Gross Home Sq. Feet	Sales Price	Livable Sq Ft	# of Bedrooms /baths	Household @ 100 - 120% AMI (yes or no)	Household Below 100% AMI (yes or no)
4	3005 Beulah St	1900	220000	1500	3/2	Yes	No
4	3213 Dennis St.	1900	220000	1500	3/2	Yes	No
4	(3109) 0 Drew St.	1900	220000	1500	3/2	Yes	No
4	3219/3221 Beulah St.	1900	220000	1500	3/2	Yes	No



midtown
HOUSTON

DRAFT

**MIDTOWN CAPITAL
IMPROVEMENTS
PROGRAM**

Capital Improvements Program

Caroline Street Reconstruction

- Remedial drainage pilot project preconstruction meeting held with contractor, design team, and construction management team.
- Contractor awaiting City approval of construction permits to begin work.

Change Orders

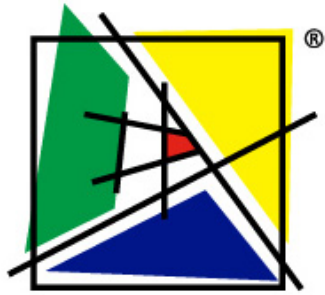
- CO #81 – Repair of existing waterline leak at Pierce Street
 - o Amount: \$11,908.22
 - o TxDOT fee (4.95%): \$589.46
 - o Total: \$12,497.68
- CO #82 – Repair of main water line valve at McGowen Street
 - o Amount: \$9,964.43
 - o TxDOT fee (4.95%): \$493.24
 - o Total: \$10,457.67
- CO #83 – Reimbursement for purchase of surplus traffic signal and storm inlet material
 - o Amount: \$25,819.61
 - o TxDOT fee (4.95%): \$1,278.07
 - o Total: \$27,097.68
- CO #84 – Unforeseen storm sewer conflict
 - o Amount: \$4,500.83
 - o TxDOT fee (4.95%): \$222.79
 - o Total: \$4,723.62
- CO #86 – Revisions to water line material at Tuam Street
 - o Amount: \$(-\$1,111.80)
 - o TxDOT fee (4.95%): \$0.00
 - o Total: \$(-\$1,111.80)

Construction Contract Budget

- Original Contract Amount: \$12,380,276.54
- Net Change Orders (including TxDOT fee): \$1,365,446.35
- Contract Amount to Date: \$13,745,722.89
- Change Order Time Adjustment Total – 173 days

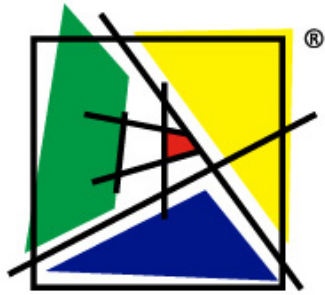
Brazos Street Reconstruction

- The Brazos Street Reconstruction project will include roadway, infrastructure, and streetscape enhancements along Brazos Street between St. Joseph Parkway and Elgin Street.
- Brazos Street proposed typical sections options and project narrative presented to City Planning and Public Works teams as part of review of all TIRZ projects with roadway diet, lane reduction, and on-street bike lanes which currently are on temporary hold.
- City is currently reviewing the impact of potential street parking changes on businesses in the area.



midtown
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CAROLINE STREET



midtown
H O U S T O N

CHANGE ORDER #81



CHANGE ORDER NBR.

81

REPORT DATE: 2/16/2024 6:17:04PM

CONTRACT ID: 091271003
PROJECT: C 912-71-3
CONTRACT: 04173038
AWARD AMOUNT: \$12,380,276.54
PROJECTED AMOUNT: \$12,438,632.54
ADJ PROJECTED AMT: \$13,969,801.06
PEND ADJ PROJ AMT: \$13,986,043.83
CONTRACTOR: J.D. ABRAMS, L.P.
CO AMOUNT: \$11,908.22
CO TYPE: NON-PARTICIPATING
3RD PARTY AMOUNT: \$11,908.22
APPRV LEVEL: OVERRIDE

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

DESCRIPTION: Existing Waterline Leak at Pierce St
REASON: 3F - 3F-ADDITIONAL WORK DESIRED BY TXDOT
SECONDARY REASON(S):

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

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

This change order will provide for adding one unique item of work to the contract for the repair made to an existing City of Houston (COH) waterline.

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

On January 18, 2022, a water leak was discovered on Caroline Street, near Pierce Street, at approximate Sta. 36+20, LT. With assistance from the COH, the Contractor and their Subcontractor (VACA Underground) investigated the leak on January 19, 2022, through January 21, 2022, and it was discovered that the leak was coming from an existing COH 20-inch waterline that had previously been plugged by the COH, but the plug had popped off. To remedy the situation, the Subcontractor obtained a 20-inch cast iron wrap and repaired the leak on January 26, 2022, and January 31, 2022. Therefore, this change order will compensate the Contractor and their Subcontractor for investigation efforts and the repair work performed to the existing COH 20-inch waterline.

The following item will be added to the contract:

- Item 9608-2067, UNIQUE CHANGE ORDER ITEM 67, Existing Waterline Leak at Pierce St – 1.00 LS at a unit price of \$11,908.22/LS, where DOL=LS. After a thorough review of the Contractor’s pricing support documentation, the West Harris Area Office has determined the price to be fair and reasonable.

The revisions covered by this change order do not require revisions to the original environmental clearances or approval by the Texas Department of Licensing and Regulation. The total change order amount for this project has exceeded 10 percent of the original contract amount, and this change order will require the approval of the District Engineer. The revisions covered by this change order are estimated to overrun the funds authorized for this project by \$11,908.22. This change order is associated with a third-party amount per the advanced funding agreement. Midtown Management District will be covering 100% of the total change order. The Engineering and Contingencies on this project is 4.95% (\$589.46) making the third-party total cost \$12,497.68.

ADDITIONAL TIME NOT NEEDED

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

THE CONTRACTOR

BY: _____
DATE

TYPED/PRINTED NAME: _____
DATE

TYPED/PRINTED TITLE: _____
DATE

AREA ENGINEER: _____
DATE

AREA ENGINEER'S SEAL:

DISTRICT ENGINEER: _____
DATE

DIRECTOR, CONSTRUCTION DIVISION: _____
DATE

DEPUTY EXECUTIVE DIRECTOR: _____
DATE

FHWA: _____
DATE

DRAFT

CONTRACT ID 091271003

CHANGE ORDER NBR. 81

CONTRACT ITEMS

PROJECT NBR 091271003 (C 912-71-3 NOT ELIGIBLE FOR FEDERAL PARTICIPATION)

CATG NBR	LINE ITEM	ITEM CODE	SP NBR	DESCRIPTION	UNIT	UNIT PRICE	ORIG + PREV REV QTY	QTY THIS CO	NEW QTY	AMOUNT THIS CO
001	4093	96082067		UNIQUE CHANGE ORDER ITEM 67	DOL	11,908.22000	0.000	1.000	1.000	\$11,908.22
		CO DESCR		CO 81, Existing Waterline Leak at Pierce St, DOL=LS						
		ADDTL CO DESCR 1		CO 81, Existing Waterline Leak at Pierce St, DOL=LS						
									CHANGE ORDER AMOUNT	\$11,908.22

DRAFT

DAILY REPORT OF FORCE ACCOUNT WORK

PROJECT: Caroline Street Reconstruction
CONTROL: CSJ 0912-71-003
HIGHWAY:
COUNTY: Harris County

DATE: 1/19/22
JOB: 1703

Units LF

DESCRIPTION: Leak at Pierce St.

Change/Force Account affect time: N/A

Time: N/A

Name/Classification	LABOR		Unit/Qty		Rate		Amount
			Reg	OT	Reg	OT	
Alejandro Bueno	Foreman	HR	4	0	\$37.50	\$ -	\$150.00
Jeanpear Reyes	Operator	HR	5	0	\$20.00	\$ 30.00	\$100.00
Hector Martinez	Formbuilder	HR	5	0	\$20.00	\$ 30.00	\$100.00
Jaimes Virgilo	Laborer	HR	5	0	\$17.00	\$ 25.50	\$85.00
Jose Duran	Operator	HR	5	0	\$24.00	\$ 36.00	\$120.00
Subtotal							\$555.00

Description	EQUIPMENT	Hours	Rate	Amount
Mini Excavator		4	\$51.21	\$204.84
Truck - Foreman		4	\$36.76	\$147.04
Trailer - Foreman		4	\$3.46	\$13.84
Small Tools		5	\$4.42	\$22.10
Subtotal				\$387.82

Description	MATERIAL	Unit	Qty	Rate	Amount
N/A					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Subtotal					\$0.00

Name/Description	SUBCONTRACTORS	Unit	Qty	Rate	Amount
N/A					\$0.00
					\$0.00
					\$0.00
Subtotal					\$0.00

COMPENSATION	Amount
Compensation on Direct Labor - 25%	\$138.75
Burden Compensation on Direct Labor - 55%	\$305.25
Compensation on Material - 25%	\$0.00
Compensation on Equipment - 15%	\$58.17
Compensation on Subcontractors - 5%	\$0.00
Subtotal	\$502.17

$\$1,459.44 + \$2,681.41 + \$719.25 + \$6,678.11 + \$370.01 = \$11,908.22$

Line 4093, Item 9608-2067 UNIQUE CHANGE ORDER ITEM 67, Existing Waterline Leak at Pierce St - 1.00 LS at \$11,908.22/LS.

Sub-Total \$1,444.99
 1% Bond \$14.45
Total Force Account Cost **\$1,459.44**

DAILY REPORT OF FORCE ACCOUNT WORK

PROJECT: Caroline Street Reconstruction
CONTROL: CSJ 0912-71-003
HIGHWAY:
COUNTY: Harris County

DATE: 1/20/22
JOB: 1703

DESCRIPTION: Leak at Pierce St.

Units

Change/Force Account affect time: N/A

Time: N/A

Name/Classification	LABOR		Unit/Qty		Rate		Amount
			Reg	OT	Reg	OT	
Alan Meza	Foreman	HR	6		\$38.75	\$ -	\$232.50
Rogelio Avila	Pipe Layer	HR	8	10	\$19.50	\$ 29.25	\$448.50
							\$0.00
Subtotal							\$681.00

Description	EQUIPMENT	Hours	Rate	Amount
Mini Excavator		18	\$51.21	\$921.78
Truck - Foreman		6	\$36.76	\$220.56
Trailer - Foreman		6	\$3.46	\$20.76
Small Tools		18	\$4.42	\$79.56
Subtotal				\$1,242.66

Description	MATERIAL	Unit	Qty	Rate	Amount
N/A					\$0.00
					\$0.00
					\$0.00
					\$0.00
Subtotal					\$0.00

Name/Description	SUBCONTRACTORS	Unit	Qty	Rate	Amount
N/A					\$0.00
					\$0.00
					\$0.00
Subtotal					\$0.00

COMPENSATION	Amount
Compensation on Direct Labor - 25%	\$170.25
Burden Compensation on Direct Labor - 55%	\$374.55
Compensation on Material - 25%	\$0.00
Compensation on Equipment - 15%	\$186.40
Compensation on Subcontractors- 5%	\$0.00
Subtotal	\$731.20

Sub-Total **\$2,654.86**
 1% Bond \$26.55
Total Force Account Cost **\$2,681.41**

DAILY REPORT OF FORCE ACCOUNT WORK

PROJECT: Caroline Street Reconstruction
CONTROL: CSJ 0912-71-003
HIGHWAY:
COUNTY: Harris County

DATE: 1/21/22
JOB: 1703

Units LF

DESCRIPTION: Leak at Pierce St.

Change/Force Account affect time: N/A

Time: N/A

Name/Classification	LABOR		Unit/Qty		Rate		Amount
			Reg	OT	Reg	OT	
Alan Meza	Foreman	HR	2		\$38.75	\$ -	\$77.50
Rogelio Avila	Pipe Layer	HR	5	0	\$19.50	\$ 29.25	\$97.50
							\$0.00
							\$0.00
							\$0.00
Subtotal							\$175.00

Description	EQUIPMENT	Hours	Rate	Amount
Mini Excavator		5	\$51.21	\$256.05
Truck - Foreman		2	\$36.76	\$73.52
Trailer - Foreman		2	\$3.46	\$6.92
Smal Tools		2	\$4.42	\$8.84
Subtotal				\$345.33

Description	MATERIAL	Unit	Qty	Rate	Amount
N/A					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Subtotal					\$0.00

Name/Description	SUBCONTRACTORS	Unit	Qty	Rate	Amount
N/A					\$0.00
					\$0.00
					\$0.00
Subtotal					\$0.00

COMPENSATION	Amount
Compensation on Direct Labor - 25%	\$43.75
Burden Compensation on Direct Labor - 55%	\$96.25
Compensation on Material - 25%	\$0.00
Compensation on Equipment - 15%	\$51.80
Compensation on Subcontractors - 5%	\$0.00
Subtotal	\$191.80

Sub-Total \$712.13
 1% Bond \$7.12
Total Force Account Cost **\$719.25**

DAILY REPORT OF FORCE ACCOUNT WORK

PROJECT: Caroline Street Reconstruction
CONTROL: CSJ 0912-71-003
HIGHWAY:
COUNTY: Harris County

DATE: 1/26/22
JOB: 1703

Units **LF**

DESCRIPTION: Leak at Pierce St.

Change/Force Account affect time: N/A

Time: N/A

LABOR			Unit/Qty		Rate		Amount
Name/Classification			Reg	OT	Reg	OT	
Alan Meza	Foreman	HR	1	0	\$38.75	\$ -	\$38.75
Rogelio Avila	Pipe Layer	HR	1	0	\$19.50	\$ 29.25	\$19.50
Kevin Castro	Pipe Layer	HR	1	0	\$19.50	\$ 29.25	\$19.50
							\$0.00
							\$0.00
Subtotal							\$77.75

EQUIPMENT			Hours	Rate	Amount
Description					
Truck - Foreman			1	\$36.76	\$36.76
Trailer - Foreman			1	\$3.46	\$3.46
Small Tools			1	\$4.42	\$4.42
					\$0.00
					\$0.00
					\$0.00
Subtotal					\$44.64

MATERIAL			Unit	Qty	Rate	Amount
Description						
N/A						\$0.00
						\$0.00
						\$0.00
Subtotal						\$0.00

SUBCONTRACTORS			Unit	Qty	Rate	Amount
Name/Description						
Vaca Underground		LS	1		\$6,206.37	\$6,206.37
						\$0.00
						\$0.00
Subtotal						\$6,206.37 6,114.95

COMPENSATION		Amount
Compensation on Direct Labor - 25%		\$19.44
Burden Compensation on Direct Labor - 55%		\$42.76
Compensation on Material - 25%		\$0.00
Compensation on Equipment - 15%		\$6.70
Compensation - 5%		305.75
Subtotal		374.65 \$379.21

Sub-Total **\$6,707.97**
 1% Bond 6,611.99 \$67.08
Total Force Account Cost **\$6,775.05**
6,678.11

DAILY REPORT OF FORCE ACCOUNT WORK

PROJECT: Caroline Street Reconstruction
CONTROL: CSJ 0912-71-003
HIGHWAY:
COUNTY: Harris County

DATE: 1/31/22
JOB: 1703

Units LF

DESCRIPTION: Leak at Pierce St.

Change/Force Account affect time: N/A

Time: N/A

Name/Classification	LABOR		Unit/Qty		Rate		Amount
			Reg	OT	Reg	OT	
Alan Meza	Foreman	HR	2	0	\$38.75	\$ -	\$77.50
Rogelio Avila	Pipe Layer	HR	2	0	\$19.50	\$ 29.25	\$39.00
Antonio Buentello	Labor	HR	2	0	\$15.00	\$ 22.50	\$30.00
							\$0.00
Subtotal							\$146.50

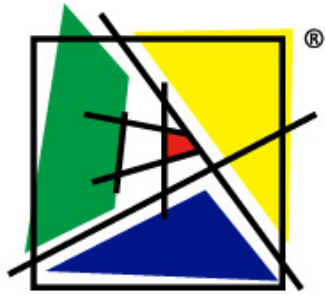
Description	EQUIPMENT		Hours	Rate	Amount
Truck - Foreman			2	\$36.75	\$73.50
Trailer - Foreman			2	\$3.46	\$6.92
Small Tools			2	\$4.42	\$8.84
					\$0.00
Subtotal					\$89.26

Description	MATERIAL		Unit	Qty	Rate	Amount
N/A						\$0.00
						\$0.00
						\$0.00
						\$0.00
Subtotal						\$0.00

Name/Description	SUBCONTRACTORS		Unit	Qty	Rate	Amount
N/A						\$0.00
						\$0.00
						\$0.00
						\$0.00
Subtotal						\$0.00

COMPENSATION		Amount
Compensation on Direct Labor - 25%		\$36.63
Burden Compensation on Direct Labor - 55%		\$80.58
Compensation on Material - 25%		\$0.00
Compensation on Equipment - 15%		\$13.39
Compensation on Subcontractors- 5%		\$0.00
Subtotal		\$130.59

Sub-Total **\$366.35**
 1% Bond **\$3.66**
Total Force Account Cost **\$370.01**



midtown
H O U S T O N

CHANGE ORDER # 82



CHANGE ORDER NBR.

82

REPORT DATE: 2/16/2024 7:55:18PM

CONTRACT ID: 091271003
PROJECT: C 912-71-3
CONTRACT: 04173038
AWARD AMOUNT: \$12,380,276.54
PROJECTED AMOUNT: \$12,438,632.54
ADJ PROJECTED AMT: \$13,969,801.06
PEND ADJ PROJ AMT: \$13,986,043.83
CONTRACTOR: J.D. ABRAMS, L.P.
CO AMOUNT: \$9,964.43
CO TYPE: NON-PARTICIPATING
3RD PARTY AMOUNT: \$9,964.43
APPRV LEVEL: OVERRIDE

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

DESCRIPTION: Main Line Valve Repair at SE McGowen
REASON: 3P - 3P-REPAIR DUE TO 3RD PARTY DAMAGE
SECONDARY REASON(S):

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

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

This change order will provide for adding one unique item of work to the contract for the repair made to a main line valve.

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

The City of Houston (COH) provided a waterline punch list on September 14, 2022, and January 9, 2023. When performing a final inspection, the COH notified the Department that a main line valve needed to be repaired at approximate Sta. 18+40, RT (reference Plan Sheet 264). This main line valve was not on the COH's original punch list. After investigation, the Subcontractor (VACA Underground) discovered that a 24-inch by 6-inch tee was damaged and detached from the spur gear about 7-feet below natural ground. The Subcontractor repaired the water line valve on August 15, 2023. It is unknown how, when, and who caused the damage as it has been known that there have been various third-party contractors performing work within the project limits. Therefore, this change order will compensate the Contractor and their Subcontractor for investigation efforts and the repair work performed.

The following item will be added to the contract:

- Item 9608-2068, UNIQUE CHANGE ORDER ITEM 68, Main Line Valve Repair at SE McGowen – 1.00 LS at a unit price of \$9,964.43/LS, where DOL=LS. After a thorough review of the Contractor's pricing support documentation, the West Harris Area Office has determined the price to be fair and reasonable.

The revisions covered by this change order do not require revisions to the original environmental clearances or approval by the Texas Department of Licensing and Regulation. The total change order amount for this project has exceeded 10 percent of the original contract amount, and this change order will require the approval of the District Engineer. The revisions covered by this change order are estimated to overrun the funds authorized for this project by \$9,964.43. This change order is associated with a third-party amount per the advanced funding agreement. Midtown Management District will be covering 100% of the total change order. The Engineering and Contingencies on this project is 4.95% (\$493.24) making the third-party total cost \$10,457.67.

ADDITIONAL TIME NOT NEEDED

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

THE CONTRACTOR

BY: _____
DATE

TYPED/PRINTED NAME: _____
DATE

TYPED/PRINTED TITLE: _____
DATE

AREA ENGINEER: _____
DATE

AREA ENGINEER'S SEAL:

DISTRICT ENGINEER: _____
DATE

DIRECTOR, CONSTRUCTION DIVISION: _____
DATE

DEPUTY EXECUTIVE DIRECTOR: _____
DATE

FHWA: _____
DATE

DRAFT

CONTRACT ID 091271003

CHANGE ORDER NBR. 82

CONTRACT ITEMS

PROJECT NBR 091271003 (C 912-71-3 NOT ELIGIBLE FOR FEDERAL PARTICIPATION)

CATG NBR	LINE ITEM	ITEM CODE	SP NBR	DESCRIPTION	UNIT	UNIT PRICE	ORIG + PREV REV QTY	QTY THIS CO	NEW QTY	AMOUNT THIS CO
001	4094	96082068		UNIQUE CHANGE ORDER ITEM 68	DOL	9,964.43000	0.000	1.000	1.000	\$9,964.43
		CO DESCR		CO 82, Main Line Valve Repair at SE McGowen, DOL=LS						
		ADDTL CO DESCR 1		CO 82, Main Line Valve Repair at SE McGowen, DOL=LS						
									CHANGE ORDER AMOUNT	\$9,964.43

DRAFT

DAILY REPORT OF FORCE ACCOUNT WORK

PROJECT: Caroline Street
CONTROL: 0912-71-003
HIGHWAY: Caroline Street
COUNTY: Harris

DATE: 10/26/23
JOB: 1703

Units

DESCRIPTION: Repair at McGowen Punch List #23

Change/Force Account affect time:

Time:

Name/Classification	LABOR		Unit/Qty		Rate		Amount
	Reg	OT	Reg	OT	Reg	OT	
N/A		HR					\$0.00
Subtotal							\$0.00

Description	EQUIPMENT		LS	Rate	Amount
	Reg	OT			
N/A					\$0.00
Subtotal					\$0.00

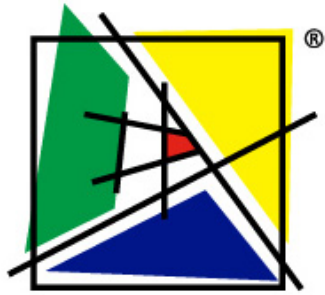
Description	MATERIAL		Unit	Qty	Rate	Amount
	Reg	OT				
N/A						\$0.00
Subtotal						\$0.00

Name/Description	SUBCONTRACTORS		Unit	Qty	Rate	Amount
	Reg	OT				
Vaca Underground			LS	1	\$9,395.97	\$9,395.97
						\$0.00
						\$0.00
						\$0.00
Subtotal						\$9,395.97

COMPENSATION		Amount
Compensation on Direct Labor - 25%		\$0.00
Burden Compensation on Direct Labor - 55%		\$0.00
Compensation on Material - 25%		\$0.00
Compensation on Equipment - 15%		\$0.00
Compensation on Subcontractors - 5%		\$469.80
Subtotal		\$469.80

Sub-Total **\$9,865.77**
 1% Bond **\$98.66**
Total Force Account Cost **\$9,964.43**

Item 4094, Item 9608-2068 UNIQUE CHANGE ORDER ITEM 68, Main Line Valve Repair at SE McGowen - 1.00 LS at \$9,964.43/LS.



midtown
H O U S T O N

CHANGE ORDER # 83



CHANGE ORDER NBR.

83

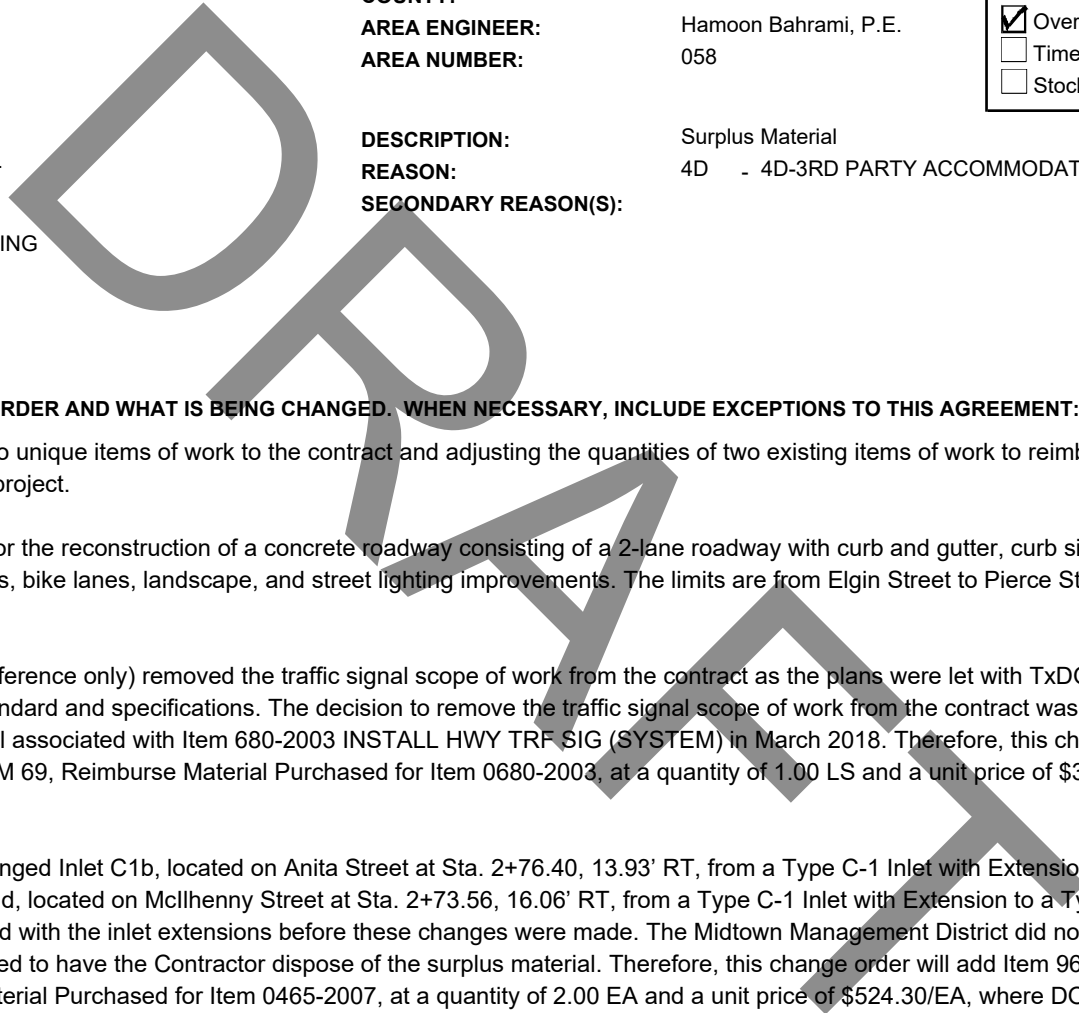
REPORT DATE: 2/17/2024 4:37:52PM

CONTRACT ID: 091271003
PROJECT: C 912-71-3
CONTRACT: 04173038
AWARD AMOUNT: \$12,380,276.54
PROJECTED AMOUNT: \$12,438,632.54
ADJ PROJECTED AMT: \$13,969,801.06
PEND ADJ PROJ AMT: \$13,986,043.83
CONTRACTOR: J.D. ABRAMS, L.P.
CO AMOUNT: \$25,819.61
CO TYPE: NON-PARTICIPATING
3RD PARTY AMOUNT: \$25,819.61
APPRV LEVEL: OVERRIDE

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

DESCRIPTION: Surplus Material
REASON: 4D - 4D-3RD PARTY ACCOMMODATION - OTHER
SECONDARY REASON(S):

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



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

This change order will provide for adding two unique items of work to the contract and adjusting the quantities of two existing items of work to reimburse the Contractor for material purchased but not installed on the project.

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

Fully Executed Change Order No. 11 (for reference only) removed the traffic signal scope of work from the contract as the plans were let with TxDOT standard and specifications instead of City of Houston standard and specifications. The decision to remove the traffic signal scope of work from the contract was made in October 2019. The contractor purchased the material associated with Item 680-2003 INSTALL HWY TRF SIG (SYSTEM) in March 2018. Therefore, this change order will add Item 9608-2069 UNIQUE CHANGE ORDER ITEM 69, Reimburse Material Purchased for Item 0680-2003, at a quantity of 1.00 LS and a unit price of \$32,971.01/LS, where DOL=LS.

Request for Information (RFI) No. 89R2 changed Inlet C1b, located on Anita Street at Sta. 2+76.40, 13.93' RT, from a Type C-1 Inlet with Extension to a Type BB Curb Inlet. Similarly, RFI No. 96 changed Inlet G1d, located on McIlhenny Street at Sta. 2+73.56, 16.06' RT, from a Type C-1 Inlet with Extension to a Type BB Curb Inlet. The contractor purchased the material associated with the inlet extensions before these changes were made. The Midtown Management District did not wish to take this surplus material into stock, and it was decided to have the Contractor dispose of the surplus material. Therefore, this change order will add Item 9608-2070 UNIQUE CHANGE ORDER ITEM 70, Reimburse Material Purchased for Item 0465-2007, at a quantity of 2.00 EA and a unit price of \$524.30/EA, where DOL=EA. In addition, due to the inlet changes, this change order will adjust the quantities for the following existing items of work on the contract:

- Item 0465-2001 INLET (COMPL)(TY C) – decreased by 2.00 EA.
- Item 0465-2007 INLET EXT (TY C) – decreased by 2.00 EA.

The revisions covered by this change order do not require revisions to the original environmental clearances or approval by the Texas Department of Licensing and Regulation. The total change order amount for this project has exceeded 10 percent of the original contract amount, and this change order will require the approval of the District Engineer. The revisions covered by this change order are estimated to overrun the funds authorized for this project by \$25,819.61. This change order is associated with a third-party amount per the advanced funding agreement. Midtown Management District will be covering 100% of the total change order. The Engineering and Contingencies on this project is 4.95% (\$1,278.07) making the third-party total cost \$27,097.68.

ADDITIONAL TIME NOT NEEDED

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

THE CONTRACTOR

BY: _____
DATE

TYPED/PRINTED NAME: _____
DATE

TYPED/PRINTED TITLE: _____
DATE

AREA ENGINEER: _____
DATE

AREA ENGINEER'S SEAL:

DISTRICT ENGINEER: _____
DATE

DIRECTOR, CONSTRUCTION DIVISION: _____
DATE

DEPUTY EXECUTIVE DIRECTOR: _____
DATE

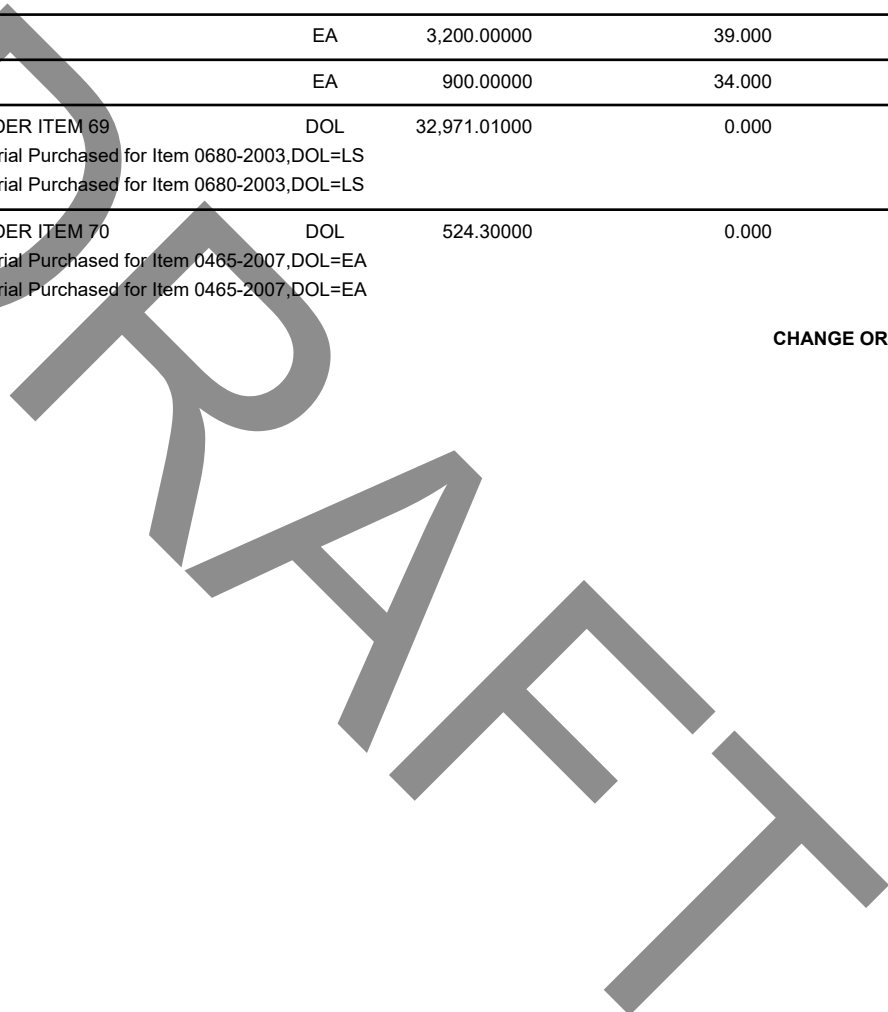
FHWA: _____
DATE

DRAFT

CONTRACT ITEMS

PROJECT NBR 091271003 (C 912-71-3 NOT ELIGIBLE FOR FEDERAL PARTICIPATION)

CATG NBR	LINE ITEM	ITEM CODE	SP NBR	DESCRIPTION	UNIT	UNIT PRICE	ORIG + PREV REV QTY	QTY THIS CO	NEW QTY	AMOUNT THIS CO
001	0275	04652001	002	INLET (COMPL)(TY C)	EA	3,200.00000	39.000	-2.000	37.000	-\$6,400.00
001	0280	04652007	002	INLET EXT (TY C)	EA	900.00000	34.000	-2.000	32.000	-\$1,800.00
001	4096	96082069		UNIQUE CHANGE ORDER ITEM 69	DOL	32,971.01000	0.000	1.000	1.000	\$32,971.01
		CO DESCR		CO 83,Reimburse Material Purchased for Item 0680-2003,DOL=LS						
		ADDTL CO DESCR 1		CO 83,Reimburse Material Purchased for Item 0680-2003,DOL=LS						
001	4097	96082070		UNIQUE CHANGE ORDER ITEM 70	DOL	524.30000	0.000	2.000	2.000	\$1,048.60
		CO DESCR		CO 83,Reimburse Material Purchased for Item 0465-2007,DOL=EA						
		ADDTL CO DESCR 1		CO 83,Reimburse Material Purchased for Item 0465-2007,DOL=EA						
CHANGE ORDER AMOUNT										\$25,819.61





Control: 0912-71-003
 Project: C 912-71-3
 Location: Caroline Street
 County: Harris

REQUEST FOR PAYMENT OF MATERIAL ON HAND

Form 1915 (Rev. 04/14)

CONTRACTOR: J.D. Abrams, L.P.

Estimate Period From 11/30/2023 To 12/28/2023

Item and Description Number (0000-0000)	Material Description and Location	Unit of Meas	Received This Period	Previous Quantity On Hand	Used This Period	Balance On Hand	Unit Price \$	Total Installed to Date	Plan Qty	Total Value \$
0680-2003	INSTALL HWY TRF SIG SYSTEM	EA	0.00	3.00	0.00	3.00	\$10,990.34	-	4.00	\$32,971.01
2221-2001	CATHODIC PROTECTION RECT SYSTEM	EA	0.00	0.50	0.50	0.00	\$23,652.63	-	1.00	\$-
2223-2005	LIGHT FIXTURE LC 5536 HARVEY WILSON,	EA	0.00	3.00	3.00	0.00	\$ 430.63	-	27.00	\$-
2223-2006	LIGHT FIXTURE LD 5536 HARVEY WILSON,	LF	0.00	284.00	0.00	284.00	\$ 592.27	-	332.00	\$168,204.68

Sheet Total \$201,175.69

Part of CO #17

Total \$ 201,175.69

"By submitting a request for Material on Hand (MOH) payment, the Contractor expressly authorizes TxDOT to audit MOH records, and to perform process reviews of the record-keeping system. If TxDOT determines noncompliance with any of the requirements of Item 9.7 (Standard Specifications, General Requirements and Covenants) TxDOT may exclude payment for any or all MOH for the duration of this Contract".

Signature of Contractor Authorized Representative:

Jacklyn Tran

Date: 1/1/2024

NEW ITEMS:

Line 4096, Item 9608-2069 UNIQUE CHANGE ORDER ITEM 69, Reimburse Material Purchased for Item 0680-2003 - 1.00 LS at \$32,971.01/LS.

Line 4097, Item 9608-2070 UNIQUE CHANGE ORDER ITEM 70, Reimburse Material Purchased for Item 0465-2007 - 2.00 EA at \$524.30/EA.

EXISTING ITEMS AFFECTED:

Line 0275, Item 0465-2001 INLET (COMPL)(TY C) - decreased by 2.00 EA at \$3,200.00/EA

Line 0280, Item 0465-2007 INLET EXT (TY C) - decreased by 2.00 EA at \$900.00/EA

TOTAL CHANGE ORDER = \$25,819.61



Control: 0912-71-003
 Project: C 912-71-3
 Location: Caroline Street
 County: Harris

REQUEST FOR PAYMENT OF MATERIAL ON HAND

Form 1915 (Rev. 04/14)

CONTRACTOR: J.D. Abrams, L.P.

Estimate Period From 12/1/2022 To 12/31/2022

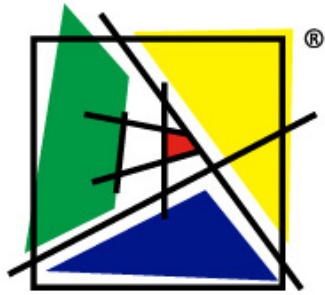
Item and Description Number (0000-0000)	Material Description and Location	Unit of Meas	Received This Period	Previous Quantity On Hand	Used This Period	Balance On Hand	Unit Price \$	Total Installed to Date	Plan Qty	Total Value \$
0680-2003	INSTALL HWY TRF SIG SYSTEM	EA	0.00	3.00	0.00	3.00	\$10,990.34	-	4.00	\$32,971.01
2221-2001	CATHODIC PROTECTION RECT SYSTEM	EA	0.00	0.50	0.00	0.50	\$23,652.63	-	1.00	\$11,826.32
2223-2005	LIGHT FIXTURE LC 5536 HARVEY WILSON,	EA	0.00	27.00	0.00	27.00	\$ 430.63	-	27.00	\$11,627.01
2223-2006	LIGHT FIXTURE LD 5536 HARVEY WILSON,	LF	0.00	284.00	0.00	284.00	\$ 592.27	-	332.00	\$168,204.68
465-2007	INLET EXT (TY C) JOBSITE	EA	0.00	2.00	0.00	2.00	\$ 524.30	27.00	34.00	\$1,048.60
5969-2040	CUT AND PLUG WATER MAIN (6IN)	EA	0.00	1.00	0.00	1.00	\$ 1,013.90	1.00	2.00	\$1,013.90
Change Order #61	Various Materials	Ls	0.00	1.00	1.00	0.00	\$28,674.87	-		\$-
Sheet Total										\$226,691.51

Total \$ 226,691.51

"By submitting a request for Material on Hand (MOH) payment, the Contractor expressly authorizes TxDOT to audit MOH records, and to perform process reviews of the record-keeping system. If TxDOT determines noncompliance with any of the requirements of Item 9.7 (Standard Specifications, General Requirements and Covenants) TxDOT may exclude payment for any or all MOH for the duration of this Contract":

Signature of Contractor Authorized Representative: *J. Monty*

Date: 12/29/2022



midtown
HOUSTON

CHANGE ORDER #84



CHANGE ORDER NBR.

84

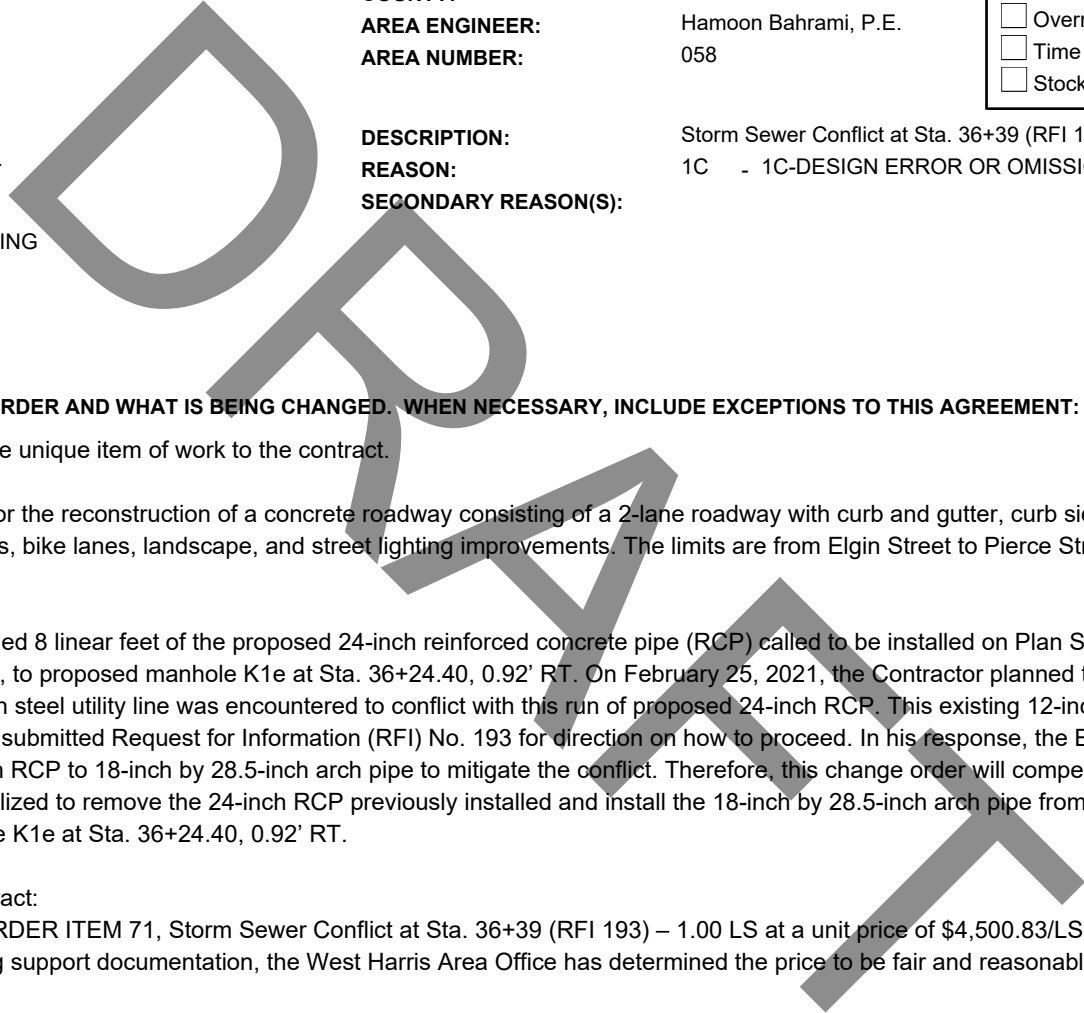
REPORT DATE: 2/17/2024 7:10:08PM

CONTRACT ID: 091271003
PROJECT: C 912-71-3
CONTRACT: 04173038
AWARD AMOUNT: \$12,380,276.54
PROJECTED AMOUNT: \$12,438,632.54
ADJ PROJECTED AMT: \$13,969,801.06
PEND ADJ PROJ AMT: \$13,986,043.83
CONTRACTOR: J.D. ABRAMS, L.P.
CO AMOUNT: \$4,500.83
CO TYPE: NON-PARTICIPATING
3RD PARTY AMOUNT: \$4,500.83
APPRV LEVEL: OVERRIDE

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

DESCRIPTION: Storm Sewer Conflict at Sta. 36+39 (RFI 193)
REASON: 1C - 1C-DESIGN ERROR OR OMISSION (OTHER)
SECONDARY REASON(S):

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



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

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

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

On February 24, 2021, the Contractor installed 8 linear feet of the proposed 24-inch reinforced concrete pipe (RCP) called to be installed on Plan Sheet 195 from the proposed manhole at Sta. 36+39.00, 30' RT, to proposed manhole K1e at Sta. 36+24.40, 0.92' RT. On February 25, 2021, the Contractor planned to continue with the 24-inch RCP installation, but an existing 12-inch steel utility line was encountered to conflict with this run of proposed 24-inch RCP. This existing 12-inch steel utility line was not shown in the plans. The Contractor submitted Request for Information (RFI) No. 193 for direction on how to proceed. In his response, the Engineer of Record (EOR) changed this run of pipe from 24-inch RCP to 18-inch by 28.5-inch arch pipe to mitigate the conflict. Therefore, this change order will compensate the contractor for the additional labor and equipment hours utilized to remove the 24-inch RCP previously installed and install the 18-inch by 28.5-inch arch pipe from proposed manhole at Sta. 36+39.00, 30' RT, to proposed manhole K1e at Sta. 36+24.40, 0.92' RT.

The following item will be added to the contract:

- Item 9608-2071, UNIQUE CHANGE ORDER ITEM 71, Storm Sewer Conflict at Sta. 36+39 (RFI 193) – 1.00 LS at a unit price of \$4,500.83/LS, where DOL=LS. After a thorough review of the Contractor’s pricing support documentation, the West Harris Area Office has determined the price to be fair and reasonable.

The revisions covered by this change order do not require revisions to the original environmental clearances or approval by the Texas Department of Licensing and Regulation. The total change order amount for this project has exceeded 10 percent of the original contract amount, and this change order will require the approval of the District Engineer. The revisions covered by this change order are estimated to overrun the funds authorized for this project by \$4,500.83. This change order is associated with a third-party amount per the advanced funding agreement. Midtown Management District will be covering 100% of the total change order. The Engineering and Contingencies on this project is 4.95% (\$222.79) making the third-party total cost \$4,723.62.

ADDITIONAL TIME NOT NEEDED

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

THE CONTRACTOR

BY: _____
DATE

TYPED/PRINTED NAME: _____
DATE

TYPED/PRINTED TITLE: _____
DATE

AREA ENGINEER: _____
DATE

AREA ENGINEER'S SEAL:

DISTRICT ENGINEER: _____
DATE

DIRECTOR, CONSTRUCTION DIVISION: _____
DATE

DEPUTY EXECUTIVE DIRECTOR: _____
DATE

FHWA: _____
DATE

DRAFT

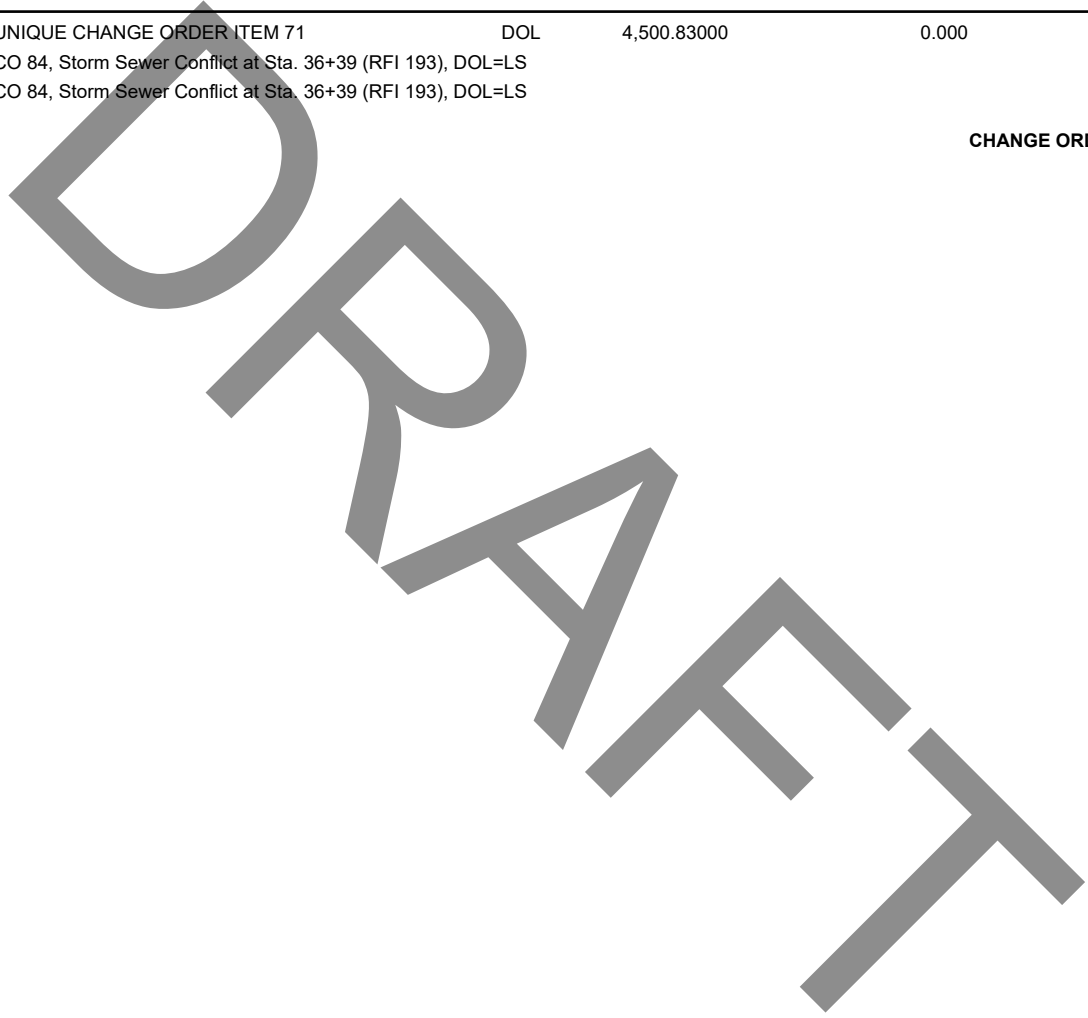
CONTRACT ID 091271003

CHANGE ORDER NBR. 84

CONTRACT ITEMS

PROJECT NBR 091271003 (C 912-71-3 NOT ELIGIBLE FOR FEDERAL PARTICIPATION)

CATG NBR	LINE ITEM	ITEM CODE	SP NBR	DESCRIPTION	UNIT	UNIT PRICE	ORIG + PREV REV QTY	QTY THIS CO	NEW QTY	AMOUNT THIS CO
001	4098	96082071		UNIQUE CHANGE ORDER ITEM 71	DOL	4,500.83000	0.000	1.000	1.000	\$4,500.83
		CO DESCR		CO 84, Storm Sewer Conflict at Sta. 36+39 (RFI 193), DOL=LS						
		ADDTL CO DESCR 1		CO 84, Storm Sewer Conflict at Sta. 36+39 (RFI 193), DOL=LS						
									CHANGE ORDER AMOUNT	\$4,500.83





DATE: 1/26/2022

SUMMARY

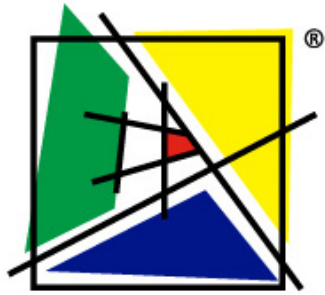
SUBJECT: STORM SEWER CONFLICTS AT STA 36+39 (ZONE 3)
 CONTROL : 0912-71-003
 PROJECT : 912-71-3
 HIGHWAY : CAROLINE STREET

QUANTITY : 1
 UNIT : LS

Sheet	DESCRIPTION	LABOR	MATERIAL	EQUIP.	MISC	SUB.	Total
1	790-090 Storm Sewer Conflicts STA 36+39	\$ 1,695.78	\$ -	\$ 1,220.75	\$ -	\$ -	\$ 2,916.53
2	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL COST		\$ 1,695.78	\$ -	\$ 1,220.75	\$ -	\$ -	\$ 2,916.53
	PAYROLL INS & TAX	55% \$ 932.68					\$ 932.68
	COMPENSATION						
	LABOR	25% \$ 423.95					\$ 423.95
	MATERIAL		\$ -				\$ -
	EQUIPMENT			\$ 183.11	\$ -		\$ 183.11
	SUBCONTRACT					\$ -	\$ -
SUB-TOTAL		\$ 3,052.40	\$ -	\$ 1,403.87	\$ -	\$ -	\$ 4,456.27
	BOND	1%					\$ 44.56
TOTAL							\$ 4,500.83
UNIT PRICE							\$ 4,500.83

Line 4098, Item 9608-2071 UNIQUE CHANGE ORDER ITEM 71, Storm Sewer Conflict at Sta. 36+39 (RFI 193) - 1.00 LS at \$4,500.83

SR 2/17/2024



midtown
H O U S T O N

CHANGE ORDER # 86



CHANGE ORDER NBR.

86

REPORT DATE: 2/25/2024 12:35:02PM

CONTRACT ID: 091271003
PROJECT: C 912-71-3
CONTRACT: 04173038
AWARD AMOUNT: \$12,380,276.54
PROJECTED AMOUNT: \$12,438,632.54
ADJ PROJECTED AMT: \$13,969,801.06
PEND ADJ PROJ AMT: \$13,986,043.83
CONTRACTOR: J.D. ABRAMS, L.P.
CO AMOUNT: -\$1,111.80
CO TYPE: NON-PARTICIPATING
3RD PARTY AMOUNT: -\$1,111.80
APPRV LEVEL: OVERRIDE

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

DESCRIPTION: 12" DIP Waterline
REASON: 4D - 4D-3RD PARTY ACCOMMODATION - OTHER
SECONDARY REASON(S):

Functions:

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

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

This change order will provide for revising the quantity of one existing item and adding one new item of work to the contract for the revisions made to the proposed waterline on Tuam Street.

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

The bid plans called for a 6" ductile iron pipe (DIP) waterline to be installed on Tuam Street (Caroline Street Sta. 10+50, LT). After bid, it was discovered that there was not a pay item for this work, so Fully Executed Change Order No. 3 (for reference only) added Item 5969-2144 WATER MAIN PIPE(DI)(6IN) to the contract. In October 2018, revised drawings were provided by the Engineer of Record (EOR) changing the 6" DIP waterline at Tuam Street to 12" DIP at the request of the City of Houston. Due to this revision, existing Item 5969-2144 WATER MAIN PIPE(DI)(6IN) will be reduced by 60.00 linear feet (LF).

The Contractor submitted a request in the amount of \$23,276.38 for the installation of the 12" DIP waterline at Tuam Street and additional time request of 3 working days (WD). The Contractor is requesting an average of 50 work hours for the additional work. After reviewing the schedule updates and Daily Work Reports (DWRs), the work was noted and reported. The August 2020 schedule update shows the activity "PH3.1-1240 INSTALL 6" WATER MAIN SYSTEM LATERAL @TUAM ST (WEST)(PH3.1)" completed from July 28, 2020, to August 05, 2020. The revised plan sheets modifying the 6" waterline pipe to a 12" DIP waterline does not imply an extra effort, work, or resources (other than material) since the original work had to be scheduled using acceptable production rates. The revised work is estimated to have a similar duration. Also, the requested 50 hours would represent a production of 14 LF/day for the additional installed 100 LF which is unacceptable. Therefore, the Department will partially compensate the Contractor for the extra work from July 28, 2020, to August 5, 2020, for 24 work hours total. The extra material will be fully compensated. The Contractor also requested 3 additional WD to be added to the contract. The waterline activities were not critical in July 2020 or August 2020 schedule updates and therefore this additional time request of 3 WD is rejected. After a detailed review of the Contractor's pricing support documentation provided, submitted schedule updates, DWRs and field notes, and negotiations with the Contractor, it is the conclusion of the Department that the estimated compensable amount results in \$14,795.91. As agreed upon between the Contractor and the Department, Item 5969-2009 WATER MAIN PIPE (DI) (12IN) at a quantity of 100.00 LF and a unit price of \$147.96/LF will be added to the contract for the installation of the 12" DIP waterline at Tuam Street in July 2020 and August 2020.

The revisions covered by this change order do not require revisions to the original environmental clearances or approval by the Texas Department of Licensing and Regulation. The total change order amount for this project has exceeded 10 percent of the original contract amount, and this change order will require the approval of the District Engineer. The revisions covered by this change order are estimated to underrun the funds authorized for this project by \$1,111.80. This change order is associated with a third-party amount per the advanced funding agreement. Midtown Management District will be covering 100% of the total change order.

Revised Plan Sheets: 262, 272.

ADDITIONAL TIME NOT NEEDED

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

THE CONTRACTOR

BY: _____
DATE

TYPED/PRINTED NAME: _____
DATE

TYPED/PRINTED TITLE: _____
DATE

AREA ENGINEER: _____
DATE

AREA ENGINEER'S SEAL:

DISTRICT ENGINEER: _____
DATE

DIRECTOR, CONSTRUCTION DIVISION: _____
DATE

DEPUTY EXECUTIVE DIRECTOR: _____
DATE

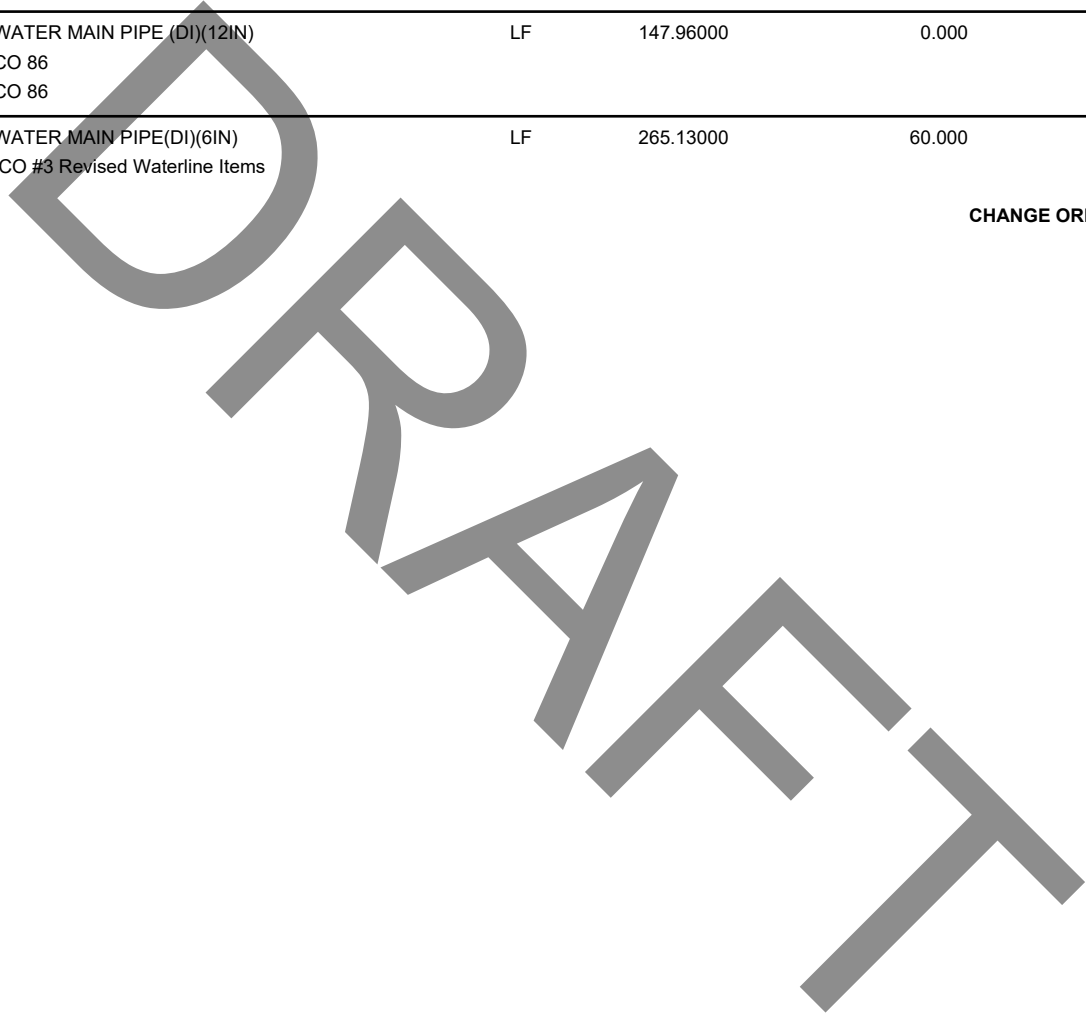
FHWA: _____
DATE

DRAFT

CONTRACT ITEMS

PROJECT NBR 091271003 (C 912-71-3 NOT ELIGIBLE FOR FEDERAL PARTICIPATION)

CATG NBR	LINE ITEM	ITEM CODE	SP NBR	DESCRIPTION	UNIT	UNIT PRICE	ORIG + PREV REV QTY	QTY THIS CO	NEW QTY	AMOUNT THIS CO
001	0942	59692009 CO DESCR ADDTL CO DESCR 1		WATER MAIN PIPE (DI)(12IN) CO 86 CO 86	LF	147.96000	0.000	100.000	100.000	\$14,796.00
001	1047	59692144 ADDTL CO DESCR 1		WATER MAIN PIPE(DI)(6IN) CO #3 Revised Waterline Items	LF	265.13000	60.000	-60.000	0.000	-\$15,907.80
CHANGE ORDER AMOUNT										-\$1,111.80



Proposed 12" DIP Waterline

CONTRACTOR'S REQUEST					REVIEWER'S REVISION				
LABOR					LABOR				
No.	Description	Hrs	AVG \$/HR	Total \$	No.	Description	Hrs	\$/HR	Total \$
1	FOREMAN	50	\$ 26.0	\$ 1,300.00	1	FOREMAN	24	\$ 26.0	\$ 624.00
1	OPERATOR	50	\$ 24.0	\$ 1,200.00	1	OPERATOR	24	\$ 24.0	\$ 576.00
1	LABOR	50	\$ 16.0	\$ 800.00	1	LABOR	24	\$ 16.0	\$ 384.00
1	PIPE LAYER	50	\$ 18.0	\$ 900.00	1	PIPE LAYER	24	\$ 18.0	\$ 432.00
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
	Subtotal	100	-	\$ 4,200.00		Subtotal	24	-	\$ 2,016.0
	Labor Burden (55%)			\$ 2,310.0		Labor Burden (55%)			\$ 1,108.8
	Labor Markup (25%)			\$ 1,050.0		Labor Markup (25%)			\$ 504.0
	TOTAL			\$ 7,560.00		TOTAL			\$ 3,628.80
EQUIPMENT					EQUIPMENT				
No.	Description	Hrs	\$/HR	Total \$	No.	Description	Hrs	\$/HR	Total \$
1	KOBELCO 260	50	\$ 99.85	\$ 4,992.50	1	KOBELCO 260	24	\$ 99.85	\$ 2,396.40
1	F150 LIGHT DUTY TRUCK	50	\$ 25.31	\$ 1,265.50	1	F150 LIGHT DUTY TRUCK	24	\$ 13.60	\$ 326.40
									\$ -
									\$ -
	Subtotal	60	-	\$ 6,258.0		Subtotal	30	-	\$ 2,722.8
	Equip Markup (15%)			\$ 938.7		Equip Markup (15%)			\$ 408.4
	TOTAL			\$ 7,196.70		TOTAL			\$ 3,131.22
MATERIAL					MATERIAL				
No.	Description			Total \$	No.	Description			Total \$
1	BANK SAND	64 TONS	\$ 13.70	\$ 876.80	1	BANK SAND	64 TONS	\$ 13.70	\$ 876.80
1	12 C900 DR 18 DI PIPE	100 LF	\$ 27.88	\$ 2,788.00	1	12 C900 DR 18 DI PIPE	100 LF	\$ 27.88	\$ 2,788.00
1	12 MJ 45 C153	2 EA	\$ 366.36	\$ 732.72	1	12 MJ 45 C153	2 EA	\$ 366.36	\$ 732.72
1	12 MJ 22-1/2 C153 USA	1 EA	\$ 334.24	\$ 334.24	1	12 MJ 22-1/2 C153 USA	1 EA	\$ 334.24	\$ 334.24
1	12 3012P DI STARGRIP 100% USA	6 EA	\$ 170.28	\$ 1,021.68	1	12 3012P DI STARGRIP 100% USA	6 EA	\$ 170.28	\$ 1,021.68
									\$ -
	Subtotal			\$ 5,753.44		Subtotal			\$ 5,753.44
	Material Markup (25%)			\$ 1,438.36		Material Markup (25%)			\$ 1,438.36
	TOTAL			\$ 7,191.80		TOTAL			\$ 7,191.80
MISCELLANEOUS					MISCELLANEOUS				
No.	Description			Total \$	No.	Description			Total \$
	Markup (15%)			\$ -		Markup (15%)			\$ -
	TOTAL			\$ -		TOTAL			\$ -
	SUBTOTAL REQUEST			\$ 21,948.5		SUBTOTAL REQUEST			\$ 13,951.8
	BOND (1%)			\$ 219.5		BOND (1%)			\$ 139.5
	SUB MARKUP (5%)			\$ 1,108.40		SUB MARKUP (5%)			\$ 704.57
	TOTAL REQUEST			\$ 23,276.38		TOTAL REQUEST			\$ 14,795.91

\$14,795.91 / 100 LF = \$147.96/LF

New:

Item 5969-2009 WATER MAIN PIPE (DI) (12IN) - 100.00 LF at \$147.96/LF.

Existing :

Item 5969-2144 WATER MAIN PIPE(DI)(6IN) - reduced by 60.00 LF.

TOTAL CHANGE ORDER = (\$1,111.80)



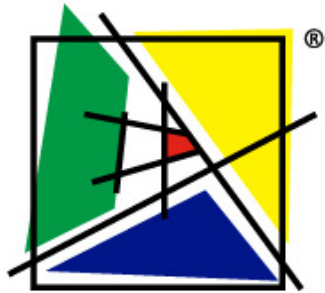
DATE: 2/11/2022

SUMMARY

SUBJECT: PROPOSAL 12" DIP WATERLINE
 CONTROL : 0912-71-003
 PROJECT : 912-71-3
 HIGHWAY : CAROLINE STREET

QUANTITY : 100
 UNIT : LF

Sheet	DESCRIPTION		LABOR	MATERIAL	EQUIP.	MISC	SUB.	Total
1	12" DIP Waterline at Tuam St.		\$ -	\$ -	\$ -	\$ -	\$ 21,948.50	\$ 21,948.50
2	-		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	-		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	-		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	-		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	-		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	-		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	-		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	-		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL COST			\$ -	\$ -	\$ -	\$ -	\$ 21,948.50	\$ 21,948.50
	PAYROLL INS & TAX	55%	\$ -					\$ -
	COMPENSATION							
	LABOR	25%	\$ -					\$ -
	MATERIAL	25%		\$ -				\$ -
	EQUIPMENT	15%			\$ -	\$ -		\$ -
	SUBCONTRACT	5%					\$ 1,097.43	\$ 1,097.43
SUB-TOTAL			\$ -	\$ -	\$ -	\$ -	\$ 23,045.93	\$ 23,045.93
	BOND	1%						\$ 230.46
TOTAL								\$ 23,276.38
UNIT PRICE								\$ 232.76



midtown
HOUSTON

**CONSTRUCTION
MATERIALS
TESTING**



Houston | 6120 S. Dairy Ashford Rd.
Austin | Houston, TX 77072-1010
Dallas | 281.933.7388 Ph
San Antonio | 281.933.7293 Fax
www.hvj.com

August 30, 2024

Mr. Marlon Marshall
410 Pierce Street, Suite 355
Houston, Texas 77002
Office - (713)526-7577
Email: marlonm@houstonmidtown.com

Re: Proposal for Construction Materials Engineering Services
WBS No. N-T02014-0001-4IDS Project No. 1174-015-01, Contract No. 1
Caroline Street Remedial Drainage Repairs Pilot Project
Harris County, Texas
owner: Midtown Redevelopment Authority

Dear Mr. Marshall,

Thank you for considering HVJ Associates, Inc. to provide the construction materials engineering and testing services proposal on the above-referenced project.

Scope of Services

Based on our review of the project plans and specifications, the scope of material testing services anticipated for this project is as follows:

- Monitoring and testing of utility backfill & subgrade compaction and treatment.
- Concrete inspection and testing for cast-in-place drainage, pavement, driveways, sidewalks, etc.
- Associated material laboratory testing

Cost Estimate

A budget in the amount of \$14,000.00 has been estimated for this project on a time and material basis. Our cost estimate is based on our best estimate for both the construction schedule and frequency of service requests from the client. As the schedule and frequency of requests are beyond our control, we cannot guarantee that the estimate provided would be adequate to provide the services needed throughout the entire duration of construction of this project. Advance authorization will be needed if additional funds are needed to complete testing requirements per project specification on this project. HVJ Associates, Inc. will monitor the budget as the work proceeds and will keep you or your designated representative informed.

Mr. Marlon Marshall

August 30, 2024

Project Administration

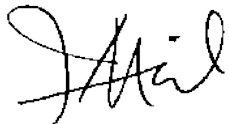
Scheduling of our personnel for this project will be at the request of you or your designated representative. We require at least 24 hours' notice prior to providing on-call personnel to ensure proper scheduling of work.

Services on an hourly basis will be invoiced at the current fee schedule attached. A minimum charge of 4.0 hours shall be billed for technician time worked on site and/or cancellation if our technician has left the office and on their way to the jobsite. Overtime rates of 1.5 times the regular hourly rates will be charged for time worked over 8 hours or before 6:00 AM or after 6:00 PM on Monday through Friday, and all hours worked on Saturdays, Sundays, or holidays. If any other services are required that are not listed in our proposal, will be provided, and billed per the City of Houston 2021 Fee Schedule unless otherwise notified to us differently. Invoicing for our services is presented monthly. Our payment terms will be net 30 days.

HVJ Associates, Inc. is pleased to be of service on this project. Should you have any questions regarding the contents of this proposal, please contact us @ 346-599-0034 and or mismail@hvj.com.

Sincerely,

HVJ ASSOCIATES, INC.



Mohammad Ismail, PE, PMP. P. Eng
Senior Project Manager, Houston

Attachment:
Estimate Midtown-Caroline Remedial Drainage

ITEMIZED SERVICES

PROJECT NAME: CAROLINE STREET REMEDIAL DRAINAGE REPAIRS PILOT PROJECT
 CLIENT: IDS Engineering Group
 TxEng Firm 2726 | TxSurv Firm 10110700, 13430 Northwest Freeway, Suite 700, Houston, Texas 77040
 PROPOSAL NO:

QTY.	UNIT	SERVICES	UNIT PRICE	TOTAL
Utilities Backfill				
<i>Field Services</i>				
10	Hour	Technician Time for Compaction Testing and Sampling, SB101 & SB102	\$ 70.00	\$ 700.00
2	Hour	Technician Time for Compaction Testing and Sampling, SB101 & SB102 (OT)	\$ 105.00	\$ 210.00
10	Hours	Nuclear Gauge	\$ 10.00	\$ 100.00
1	Each	Engineering Report Review	\$ 50.00	\$ 50.00
10	Hours	Vehicle Charge	\$ 9.00	\$ 90.00
		Subtotal		\$ 1,150.00
<i>Laboratory Services</i>				
2	Each	OMD Standard Compaction (ASTM D-698)	\$ 221.00	\$ 442.00
1	Each	OMD Lime or Cement Stabilized Soil (ASTM D-698, D-558, D-1557)	\$ 245.00	\$ 245.00
1	Each	Liquid and Plastic Limits (Atterberg Limits) (ASTM D-4318)	\$ 68.00	\$ 68.00
1	Each	Amount of Material Finer than No. 200 Sieve (ASTM D-1140)	\$ 52.00	\$ 52.00
0	Each	Compressive Strength of C.S.S. Sample (ASTM D-1632, ASTM D-1633)	\$ 69.00	\$ -
		Subtotal		\$ 807.00
		Utilities Total	\$	1,957.00

Soils (Backfill Monitoring, Subgrade Compaction Testing)				
<i>Field Services</i>				
1	Hour	Technician Time for Compaction Testing and Sampling, NICET III	\$ 85.00	\$ 85.00
1	Hour	Technician Time for Compaction Testing and Sampling, NICET III (OT)	\$ 127.50	\$ 127.50
1	Hour	Technician Time for Compaction Testing and Sampling, NICET II	\$ 80.00	\$ 80.00
1	Hour	Technician Time for Compaction Testing and Sampling, NICET II (OT)	\$ 120.00	\$ 120.00
1	Hour	Technician Time for Compaction Testing and Sampling, SB101 & SB102	\$ 70.00	\$ 70.00
1	Hour	Technician Time for Compaction Testing and Sampling, SB101 & SB102 (OT)	\$ 105.00	\$ 105.00
1	Hours	Nuclear Gauge	\$ 10.00	\$ 10.00
1	Each	Engineering Report Review	\$ 50.00	\$ 50.00
1	Hours	Vehicle Charge	\$ 9.00	\$ 9.00
		Subtotal		\$ 656.50
<i>Laboratory Services</i>				
1	Each	OMD Standard Compaction (ASTM D-698)	\$ 221.00	\$ 221.00
1	Each	OMD Modified Compaction (ASTM D-1557)	\$ 237.00	\$ 237.00
1	Each	OMD Lime or Cement Stabilized Soil (ASTM D-698, D-558, D-1557)	\$ 245.00	\$ 245.00
2	Each	Liquid and Plastic Limits (Atterberg Limits) (ASTM D-4318)	\$ 68.00	\$ 136.00
1	Each	Amount of Material Finer than No. 200 Sieve (ASTM D-1140)	\$ 52.00	\$ 52.00
1	Each	Optimum Lime Content pH Method (D-6276)	\$ 257.00	\$ 257.00
		Subtotal		\$ 1,148.00
		Soils Total	\$	1,804.50

ITEMIZED SERVICES

PROJECT NAME: CAROLINE STREET REMEDIAL DRAINAGE REPAIRS PILOT PROJECT
 CLIENT: IDS Engineering Group
 TxEng Firm 2726 | TxSurv Firm 10110700, 13430 Northwest Freeway, Suite 700, Houston, Texas 77040
 PROPOSAL NO:

QTY.	UNIT	SERVICES	UNIT PRICE	TOTAL
Concrete (Pavement and Other Structures)				
<i>Field Services</i>				
8	Hour	Technician Time for Inspection and Concrete Testing, NICET III	\$ 85.00	\$ 680.00
2	Hour	Technician Time for Inspection and Concrete Testing, NICET III (OT)	\$ 127.50	\$ 255.00
8	Hour	Technician Time for Inspection and Concrete Testing, NICET II	\$ 80.00	\$ 640.00
2	Hour	Technician Time for Inspection and Concrete Testing, NICET II (OT)	\$ 120.00	\$ 240.00
60	Hour	Technician Time for Inspection and Concrete Testing, ACI	\$ 60.00	\$ 3,600.00
10	Hour	Technician Time for Inspection and Concrete Testing, ACI (OT)	\$ 90.00	\$ 900.00
10	Hour	Technician Time for Cylinder Pick Up	\$ 45.00	\$ 450.00
10	Each	Engineering Report Review	\$ 50.00	\$ 500.00
70	Hour	Vehicle Charge	\$ 9.00	\$ 630.00
		Subtotal	\$	\$ 7,895.00
<i>Laboratory Services</i>				
30	Each	Cylinder Test (ASTM C-39)	\$ 19.00	\$ 570.00
1	Each	Mix Design Review (ACI-214)	\$ 200.00	\$ 200.00
		Subtotal	\$	\$ 770.00
		Concrete Total	\$	\$ 8,665.00
Project Management (Site Meetings)				
10	Hour	Project Engineer, PE	\$ 133.00	\$ 1,330.00
10	Hour	Vehicle Charge	\$ 9.00	\$ 90.00
		Engineering Services Total	\$	\$ 710.00
Total Estimate for CMET Services				\$ 14,000.00