

**NOTICE OF REGULAR CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS**



MONDAY, FEBRUARY 6, 2017

6:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, February 6, 2017 at 6:00 P.M., City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

1.0 Call to Order

2.0 Invocation

- Led by Pastor Bob Webb, Rosehill United Methodist Church

3.0 Pledges to U.S. and Texas Flags

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

5.0 Reports and Announcements

- February 11, 2017 – 2nd Saturday at the Depot
- February 17, 2017 – Last day to apply for Place on Ballot for the May 7, 2017 City

General Election

- February 28, 2017 – ***Trailride Reception*** – 12 Noon at the Depot
- March 11, 2017 – **2nd Saturday at the Depot**
- Reports by City staff and members of council about items of community interest on which no action will be taken

6.0 Approve the Minutes of the January 16, 2017 Regular Tomball City Council Meeting

7.0 Old Business:

- 7.1 Adopt, on First Reading, Ordinance No. 2016-32, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Granting a Conditional Use Permit (Cup) to Aaron Edwards, on Behalf of Tomball Renewal Center, to Operate a “Rehabilitation Care Facility (Halfway House)” at 401½ Commerce Street and to Operate an “Institution for Alcoholic, Narcotic or Psychiatric Patients” at 401 Commerce Street; Said Property Being Approximately 0.17 Acres, and Being Legally Described as Lots 22, 23 & 24 Block 18 Tomball, Harris County, Texas, Generally Located at the Southwest Corner of Commerce Street and North Oak Street; Providing Requirements and Conditions for This CUP; Containing Findings and Other Provisions Relating to the Subject; Providing a Penalty in an Amount Not to Exceed \$2,000 for Violations Hereof; and Providing for Severability
- 7.2 Adopt, on Second Reading, Ordinance No. 2017-01, an Ordinance Reducing the *Prima Facie* Speed Limit Established for Vehicles under the Provisions of §545.356, Texas Transportation Code, upon the Basis of an Engineering and Traffic Investigation, upon SH249 Frontage Roads/Access Roads, for a Temporary Reduction of Speed during Construction Only, from the Intersection of Heidi Lane and SH 249, North to the Harris/Montgomery County Line, within the Corporate Limits of the City of Tomball as set out in This Ordinance; and Providing a Penalty of a Fine in an Amount Not to Exceed Two Hundred Dollars (\$200.00) for the Violation of This Ordinance

8.0 New Business:

- 8.1 The Tomball City Council will Enter into an Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):
- Sec. 551.087 – Deliberations Regarding Economic Development
 - Sec. 551.072 – Deliberations Regarding the Purchase, Exchange, Lease, or Value of Real Property
- 8.2 Approve Amended Strategic Partnership Agreement with NewQuest Properties, Harris County Municipal Utility District No. 273 and the City of Tomball for Property Consisting of 153.0194 Acres at the Southwest Corner of State Highway and the Grand Parkway
- 8.3 Approve Amended Development Agreement with NewQuest Properties, Harris County Municipal Utility District No. 273 and the City of Tomball for Property

Consisting of 153.0194 Acres at the Southwest Corner of State Highway and the Grand Parkway

- 8.4 Approve Resolution No. 2017-04, a Resolution Declaring the Intention of the City of Tomball, Texas, to Institute Proceedings to Annex Certain Territory; Describing Such Territory; Setting the Dates, Times, and Places for Two Public Hearings at Which All Interested Parties Shall Have an Opportunity to be Heard; Providing for Publication of Notices of Such Public Hearings; and Directing Preparation of a Municipal Service Plan for the Territory Proposed to be Annexed (Tract 1: 65.6190 acres of land in the William Perkins Survey, Abstract No. 621, the T. A. Duclos Survey, Abstract No. 1473, and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas)
 - 8.5 Appoint/Reappoint Members to the Tourism Advisory Committee for Terms Expiring December 5, 2016
 - 8.6 Appoint/Reappoint Members to the City of Tomball Board of Adjustments (BOA), for Terms Expiring March 2, 2017
 - 8.7 Approve Amendments to Long-Term Use Agreement between the City of Tomball and Tomball Farmers Market Allowing Tomball Farmers Market to Use City of Tomball Property Located at 105-A Cherry Street
 - 8.8 Approve Special Event Guidelines for Races and Events held at the Depot that Include Road Closures, Alcohol Sales, and In-Kind Donations
- 9.0 Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 1st day of February 2017 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Doris Speer

Doris Speer
City Secretary, TRMC

This facility is wheelchair accessible and accessible parking spaces are available Requests

for accommodations or interpretive services must be made 48 hours prior to this meeting. Please feel free to contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information.

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

Regular City Council
Agenda Item
Data Sheet

Meeting Date: February 6, 2017

Topic:

- Led by Pastor Bob Webb, Rosehill United Methodist Church

Background:

Origination:

Recommendation:

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

ACTION TAKEN		
Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1 st ☐ 2 nd	

Regular City Council
Agenda Item
Data Sheet

Meeting Date: February 6, 2017

Topic:

- February 11, 2017 – 2nd Saturday at the Depot
- February 17, 2017 – Last day to apply for Place on Ballot for the May 7, 2017 City General Election
- February 28, 2017 – *Trailride Reception* – 12 Noon at the Depot
- March 11, 2017 – **2nd Saturday at the Depot**
- Reports by City staff and members of council about items of community interest on which no action will be taken

Background:

Origination:

Various

Recommendation:

N/A

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

City Secretary

ACTION TAKEN		
Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1 st ☐ 2 nd	

ATTACHMENTS:

Deadline to Apply for Place on Ballot for the May 6, 2017 City General Election

NOTICE OF DEADLINE TO FILE APPLICATIONS FOR PLACE ON THE BALLOT
(AVISO DE FECHA LÍMITE PARA PRESENTAR SOLICITUDES PARA UN LUGAR EN LA BOLETA)
(THÔNG BÁO VỀ THỜI HẠN NỘP ĐƠN XIN GHI DANH TRÊN LÁ PHIẾU)
(申請選票席位 截止日期通知)

Notice is hereby given that applications for a place on the May 6, 2017 City of Tomball, Texas General Election ballot may be filed during the following time:
(Se da aviso por la presente que las solicitudes para un lugar en la boleta de la Elección General de la Ciudad de Tomball, Tejas de 6 de mayo de 2017 se pueden presentar durante el siguiente horario:)
(Theo đây xin thông báo quý vị có thể nộp đơn xin ghi tên tranh cử trên lá phiếu cho Cuộc Tổng Tuyển Cử của Thành Phố Tomball, Texas ngày 6 tháng Năm, 2017 vào ngày giờ sau đây:)
(特此通知, 申請 2017 年 5 月 6 日 Texas 州 Tomball 市 普通選舉之選票席位可於以下期間辦理登記:)

Filing Dates and Times:
(Fechas y Horario para Entregar Presentaciones):
(Ngày giờ nộp đơn):
(登記日期和时间):

Start Date: <u>January 18, 2017</u> (Fecha Inicio): <u>18 de enero de 2017</u> (Ngày bắt đầu: <u>18 tháng Một, 2017</u> (開始日期): <u>2017 年 1 月 18 日</u>	End Date: <u>February 17, 2017</u> (Fecha Limite): <u>17 de febrero de 2017</u> (Ngày kết thúc): <u>17 tháng Hai, 2017</u> (截止日期): <u>2017 年 2 月 17 日</u>
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Office Hours: Monday-Thursday: 7:45 a.m.-5:00 p.m.; Friday: 7:45 a.m.-4:00 p.m.
Horario de la Oficina: Lunes-Jueves: 7:45 a.m.-5:00 p.m.; Viernes: 7:45 a.m.-4:00 p.m.
Giờ làm việc: Thứ Hai - thứ Năm, 7:45 a.m.-5:00 p.m.; thứ Sáu: 7:45 a.m.-4:00 p.m.
辦公時間: 週一至週四: 上午 7:45 - 下午 5:00; 週五: 上午 7:45 - 下午 4:00

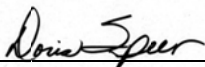
Physical address for filing applications in person for place on the ballot:
(Dirección a física para presentar las solicitudes en persona para un lugar en la boleta):
(Địa chỉ tiếp nhận đơn xin nộp trực tiếp):
(親自辦理選票席位申請地址):

City Secretary	La Secretaria de la Ciudad	Thư Ký Thành Phố	市秘書
City of Tomball, Texas	La Ciudad de Tomball, Tejas	Thành phố Tomball, Texas	Texas 州 Tomball 市
401 Market Street	401 Market Street	401 Market Street	401 Market Street
Tomball, Texas 77375	Tomball, Texas 77375	Tomball, Texas 77375	Tomball, Texas 77375

Address to mail applications for place on the ballot (if filing by mail):
(Dirección a donde enviar las solicitudes para un lugar en la boleta (en caso de presentar por correo))
(Địa chỉ nhận đơn xin gửi qua thư bưu điện (nếu nộp qua thư)):
(郵寄辦理選票席位申請地址 (如郵寄申請)):

City Secretary	Secretaria de la Ciudad	Thư Ký Thành Phố	市秘書
City of Tomball, Texas	La Ciudad de Tomball, Tejas	Thành phố Tomball, Texas	Texas 州 Tomball 市
401 Market Street	401 Market Street	401 Market Street	401 Market Street
Tomball, Texas 77375	Tomball, Texas 77375	Tomball, Texas 77375	Tomball, Texas 77375

Doris Speer, City Secretary/Secretaria de la Ciudad/
Thư Ký Thành Phố/市秘書
Printed Name of Filing Officer
(Nombre en letra de molde del Oficial de Archivos)
(Tên viết bằng chữ in của viên chức phụ trách thủ tục nộp đơn xin)
(登記官印刷體姓名)


Signature of Filing Officer
(Firma del Oficial de Archivos)
(Chữ ký của viên chức phụ trách thủ tục nộp đơn xin)
(登記官簽名)

December 2, 2016/2 de diciembre de 2016/
Ngày 2 tháng Mười Hai, 2016/2016 年 12 月 2 日
Date Posted (Fecha archivada) (Ngày đăng) (发布日期)

Regular City Council
Agenda Item
Data Sheet

Meeting Date: February 6, 2017

Topic:

Approve the Minutes of the January 16, 2017 Regular Tomball City Council Meeting

Background:

Origination:

Recommendation:

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

ACTION TAKEN		
Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other

ATTACHMENTS:

Draft Minutes of the January 16, 2017 Regular City Council Meeting

**MINUTES OF REGULAR CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS**



MONDAY, JANUARY 16, 2017

6:00 P.M.

1.0 Call to Order

The Council meeting was called to order at 6:00 p.m. by Mayor Fagan. Other members present:

Councilman Hudgens
Councilman Stoll
Councilman Townsend
Councilman Klein Quinn

Members absent:

Councilman Degges - Excused

Others present:

City Manager – George Shackelford
City Secretary – Doris Speer
City Attorney – Loren Smith
Fire Chief – Randy Parr
Marketing Director – Mike Baxter
Finance Director – Glenn Windsor
Director of Public Works – David Esquivel
Director of Community Development – Craig Meyers
Assistant City Engineer – Beth Jones
Senior Administrative Assistant – Tracy Garcia

- 2.0** The invocation was led by Pastor Edward Matthews, Newness of Life Church.
- 3.0** Pledges to U. S. and Texas Flags were led by Dylan Morgan and Isabella Randle, members of the Tomball High School Student Council.
- 4.0** No public comments were received.

5.0 Reports and Announcements:

- January 18, 2017 – First day to apply for Place on Ballot for the May 6, 2017 City General Election
- February 11, 2017 – 2nd Saturday at the Depot
- Reports by City staff and members of Council about items of community interest on which no action will be taken

6.0 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve the Minutes of the January 3, 2017 Regular Council Meeting.

Motion carried unanimously.

7.0 New Business:

7.1 Presentation of Railroad Museum Master Plan for the Texas Railroad Heritage Museum at Tomball.

Consensus of Council was unanimous to accept the Railroad Museum Master Plan as presented.

7.2 Motion was made by Councilman Townsend, second by Councilman Stoll, to read Ordinance No. 2017-01 by caption only on first reading.

Motion carried unanimously.

Motion was made by Councilman Townsend, second by Councilman Stoll, to adopt, on First Reading, Ordinance No. 2017-01, an Ordinance Reducing the Prima Facie Speed Limit Established for Vehicles under the Provisions of §545.356, Texas Transportation Code, upon the Basis of an Engineering and Traffic Investigation, upon SH249 Frontage Roads/Access Roads, for a Temporary Reduction of Speed during Construction Only, from the Intersection of Heidi Lane and SH 249, North to the Harris/Montgomery County Line, within the Corporate Limits of the City of Tomball as set out in This Ordinance; and Providing a Penalty of a Fine in an Amount Not to Exceed Two Hundred Dollars (\$200.00) for the Violation of This Ordinance. Vote was as follows:

Councilman Hudgens	<u>Aye</u>
Councilman Stoll	<u>Aye</u>
Councilman Degges	<u>Absent</u>
Councilman Townsend	<u>Aye</u>
Councilman Klein Quinn	<u>Aye</u>

Motion carried unanimously.

- 7.3 Motion was made by Councilman Stoll, second by Councilman Townsend, to authorize the City Manager to Execute the Necessary Documents to Apply for a UASI Grant to Link Multiple Dispatch Centers in Harris and Montgomery Counties.

Motion carried unanimously.

- 7.4 Consideration was given to City staff's handling of in-city municipal utility district requests.

Council requested a workshop with an unbiased party regarding in-city municipal utility districts.

No action was taken.

- 8.0 Motion was made by Councilman Stoll, second by Councilman Townsend, to adjourn.

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this the 6th day of February 2017.

Doris Speer, TRMC, CMC
City Secretary

Gretchen Fagan
Mayor

Regular City Council

Agenda Item

Data Sheet

Meeting Date: February 6, 2017

Topic:

Adopt, on First Reading, Ordinance No. 2016-32, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Granting a Conditional Use Permit (Cup) to Aaron Edwards, on Behalf of Tomball Renewal Center, to Operate a “Rehabilitation Care Facility (Halfway House)” at 401½ Commerce Street and to Operate an “Institution for Alcoholic, Narcotic or Psychiatric Patients” at 401 Commerce Street; Said Property Being Approximately 0.17 Acres, and Being Legally Described as Lots 22, 23 & 24 Block 18 Tomball, Harris County, Texas, Generally Located at the Southwest Corner of Commerce Street and North Oak Street; Providing Requirements and Conditions for This CUP; Containing Findings and Other Provisions Relating to the Subject; Providing a Penalty in an Amount Not to Exceed \$2,000 for Violations Hereof; and Providing for Severability

Background:

On December 12th, after conducting a public hearing, the Planning and Zoning Commission voted to recommend denial of Zoning Case P16-0171 with four votes nay and one vote aye.

On December 19th, City Council voted to postpone consideration of this Ordinance until the February 6th City Council meeting. During the meeting on December 19th, City Council directed City Staff to seek possible approval conditions from the concerned individuals that spoke during the public hearing and from the Tomball Renewal Center. Conditions that City Staff received are included within the memorandum attached to this agenda item.

Origination:

Aaron Edwards, Tomball Renewal Center

Recommendation:

Denial

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

Craig T. Meyers, Community Development Director

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
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ATTACHMENTS:

Ordinance 2016-32

Memorandum

Tina Roquemore Email

Staff Report

Notice of Public Hearing

Property Owner Notification

ORDINANCE NO. 2016-32

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY GRANTING A CONDITIONAL USE PERMIT (CUP) TO AARON EDWARDS, ON BEHALF OF TOMBALL RENEWAL CENTER, TO OPERATE A "REHABILITATION CARE FACILITY (HALFWAY HOUSE)" AT 401 ½ COMMERCE STREET AND TO OPERATE AN "INSTITUTION FOR ALCOHOLIC, NARCOTIC OR PSYCHIATRIC PATIENTS" AT 401 COMMERCE STREET; SAID PROPERTY BEING APPROXIMATELY 0.17 ACRES, AND BEING LEGALLY DESCRIBED AS LOTS 22, 23 & 24 BLOCK 18 TOMBALL, HARRIS COUNTY, TEXAS, GENERALLY LOCATED AT THE SOUTHWEST CORNER OF COMMERCE STREET AND NORTH OAK STREET; PROVIDING REQUIREMENTS AND CONDITIONS FOR THIS CUP; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE SUBJECT; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR VIOLATIONS HEREOF; AND PROVIDING FOR SEVERABILITY.

* * * * *

Whereas, Aaron Edwards, on behalf of Tomball Renewal Center, has requested a CUP to operate a "Rehabilitation Care Facility (Halfway House)" at 401 ½ Commerce Street and to operate an "Institution for alcoholic, narcotic or psychiatric patients" at 401 Commerce Street on approximately 0.17 acres of land, legally described as Lots 22, 23 & 24 Block 18 Tomball, Harris County, Texas, generally located at the southwest corner of Commerce Street and North Oak Street, in the City of Tomball, Harris County, Texas, (the "Property"), and

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

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

Whereas, the Planning & Zoning Commission recommended in its final report that City Council deny the requested CUP; and

Whereas, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing for the requested CUP, the City Council held the public hearing for the requested CUP and the City Council considered the final report of the Planning & Zoning Commission; and

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

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

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

Section 2. A CUP to operate a “Rehabilitation Care Facility (Halfway House)” and an “Institution for alcoholic, narcotic or psychiatric patients” at the Property and subject to the terms and conditions set forth below, is hereby granted to Aaron Edwards, on behalf of Tomball Renewal Center.

Section 3. The Official Zoning District Map of the City shall be revised and amended to show the CUP authorized for the Property, with the appropriate references thereon to the number and effective date of this Ordinance and a brief description of the nature of the CUP authorized.

Section 4. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City, save and except the granting of the CUP as herein provided.

Section 5. The CUP granted hereby shall be null and void after the expiration of two (2) years from the date of adoption hereof unless the Property is being used in accordance with the CUP herein authorized within said two-year period, or unless an extension of time is approved by City Council.

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

Section 8. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 6TH DAY OF FEBRUARY 2017.

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN QUINN	_____

SECOND READING:

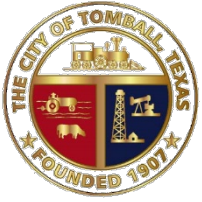
READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 20TH DAY OF FEBRUARY 2017.

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN QUINN	_____

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary



City of Tomball

Community Development Department

To: George Shackelford
From: Craig T. Meyers
Date: January 25, 2017
Re: Tomball Renewal Center

On December 19, 2016, City Council unanimously voted to table Zoning Case P16-0171 until February 6, 2017 and requested City Staff to seek possible approval conditions from Tomball Renewal Center (TRC) and concerned citizens.

At the City Council Meeting, much of the case discussion was centered around the Rehabilitation care facility (halfway house) at 401 ½ Commerce Street. For this reason, I feel the need to reiterate that there is also an Institution for alcoholic, narcotic or psychiatric patients (Institution) at 401 Commerce Street where individuals seeking treatment could be court-ordered and/or felons. The Institution offers appointment-only outpatient programs, conducted by licensed counselors, for those individuals coping with addictions and/or psychiatric conditions. Outpatient classes can last up to three hours per day and up to eight weeks per patient. The facility is not considered “medical detox” and does not administer alternative drugs for addiction treatment. The Institution facility also provides free drug screens.

Both the Rehabilitation care facility (halfway house) and Institution for alcoholic, narcotic or psychiatric patients are part of the Conditional Use Permit request.

On January 5, 2017, City Staff reached out via email to the citizens who spoke in opposition of the case at City Council. City Staff received one emailed response that listed the following conditions:

1. “No residents”
2. “House the treatment institute in the building located on Main Street”
3. “Use the buildings for the community gatherings (crafts, etc.) as proposed by TRC”
4. “Before any changes are made on the buildings/properties, they are to be brought before the City of Tomball for approval and/or permits”
5. “Additionally, should Council approve residency, safety measures for these residents and the community need to be in place.”

On January 9, 2017, at the Planning and Zoning Commission Meeting, the Commission proposed the following conditions despite not changing their recommendation of denial on the Conditional Use Permit:

- “No individuals shall reside on the properties”
- “On site security needs to be provided”

On January 11, 2017, City Staff met with Aaron Edwards and other representatives from Tomball Renewal Center to discuss possible conditions. Tomball Renewal Center proposed the following conditions:

- “Three strike policy”
- “Institution to be open only on weekdays from 8:00 am to 5:00 pm and up to two evenings per week for family counseling sessions”
- “No males nor minors to reside in the rehabilitation care facility”
- “Up to eight occupants in the rehabilitation care facility” (Zoning permits up to nine occupants receiving care plus two supervisory personnel)

During that same meeting, City Staff proposed the following conditions which Tomball Renewal Center indicated they could not meet:

- No signs
- Institution for alcoholic, narcotic and psychiatric patients to only operate on weekdays from 8:00 am to 5:00 pm
- Up to six occupants receiving care in the rehabilitation care facility (halfway house)
- No court-ordered individuals at either facility

City Staff also discussed the International Building and Fire Code requirements that will need to be met should the Conditional Use Permit be approved, including the need for an automatic fire sprinkler system. Also, City Staff indicated that parking on their adjacent lot will either need to cease or be constructed per City standards.

On January 16, 2017, City Staff called those who spoke in opposition at the City Council Meeting and did not respond to our email. All three people responded the same: “no conditions will satisfy them.”

Despite all the conditions proposed above, City Staff still does not recommend approval of the Conditional Use Permit.

Background:

At the last City Council meeting, the Tomball Renewal Center (TRC) principals, petitioned for a CUP. They stated the property(ties) were bought with plans to install tenants, provide a treatment center, as well as remodeling and construction required on these buildings. TRC told City Council they were ignorant of the correct zoning and/or any city requirements, i.e. permits. Additionally, not until another individual brought it to the City Council's attention did the owners disclose ownership of property adjacent to the TRC and having plans for same. Again moving ahead without consideration of city requirements.

The rallying cry heard at the last Council meeting was "we/they are Christians, so it's a good thing" and it was unmistakable that approval for the CUP was going to be based solely, by some, on personal and/or religious beliefs. Is this prudent? Is City Council prepared to set this precedent?

With that in mind, consider the following:

"XYZ" is "not Christian", you deem their plans "not a good thing" and their practices are not in keeping with the "Christian" standard that appears to be the benchmark for the TRC endeavor.

But "XYZ" already bought & remodeled the property, set up tenants, and they too "ask forgiveness versus asking permission" for what they've done, do you give them a "pass" as it appears City Council is prepared to do with TRC?

Approving this CUP, sends a clear message that City Council has disregarded all rulings, decisions and concerns from:

1. the Community Development Department management, (why do you have them spend their time & the city's money)
2. the Planning & Zoning Committee, (why do you ask them to serve and give decisions)
3. TRC neighbors and other Tomball & area citizenry (why ask for comments)

City Council has asked for suggested compromise(s) regarding this CUP. In keeping with the specific intent for Old Town Tomball, my suggestions are:

1. No residents
2. House the treatment institute in the building located on Main Street;
3. Use the buildings for the community gatherings (crafts, etc.) as proposed by TRC;
4. Before any changes are made on the buildings/properties, they are to be brought before the City of Tomball for approval and/or permits;

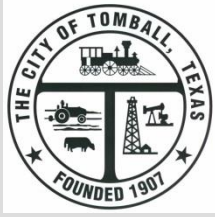
Additionally, should Council approve residency, safety measures for these residents and the community need to be in place.

Submitted by:

Tina Roquemore

614 N. Hickory

Tomball, TX 77375



Conditional Use Permit (CUP) Staff Report

Planning & Zoning Commission Public Hearing Date: December 12, 2016
City Council Public Hearing Date: December 19, 2016

Rezoning Case: P16-0171
Property Owner(s): Tomball Renewal Center
Applicant(s): Aaron Edwards
Legal Description: Lots 22, 23 & 24 Block 18 Tomball
Location: Southwest corner of Commerce Street and North Oak Street at 401 and 401 ½ Commerce Street (Exhibit “A”)
Area: 0.17 acres
Comp Plan Designation: Old Town Use (Exhibit “B”)
Present Zoning and Use: Old Town and Mixed Use (Exhibit “C”) / Residential House (Exhibit “D”)
Proposed Use(s): Women’s House and Intensive Outpatient
Request: CUP to allow the operation of a *rehabilitation care facility (halfway house)* at 401 ½ Commerce Street and an *institution for alcoholic, narcotic or psychiatric patients* at 401 Commerce Street

Adjacent Zoning & Land Uses:

North: Old Town and Mixed Use / Commerce Street and Single-family residences

South: Old Town and Mixed Use / 20’ alley and single-family residence

West: Old Town and Mixed Use / Undeveloped property

East: Old Town and Mixed Use / North Oak Street and Single-family residence and art studio

BACKGROUND

In October 2016, City staff met with representatives of Tomball Renewal Center to discuss their proposed operations at 416 Main Street, 401 Commerce Street and 401 ½ Commerce Street. The applicant explained the operations at each site as follows:

- 416 Main Street: community center to host meetings, after school assistance, classes and pastoral care;
- 401 Commerce Street: intensive outpatient services;
- 401 ½ Commerce Street: sober house for people in recovery, no more than six people at the house at a time with a house manager.

City Staff informed the applicant that the proposed use of a *community center (public)* at 416 Main Street was permitted by-right, however the uses of a *rehabilitation care facility (halfway house)* at 401 ½ Commerce Street and an *institution for alcoholic, narcotic or psychiatric patients* at 401 Commerce Street would require the approval of a Conditional Use Permit through the Planning & Zoning Commission and City Council.

ANALYSIS

According to Section 50-2 (Definitions), an *institution for alcoholic, narcotic or psychiatric patients* “means an institution offering out-patient treatment to alcoholic, narcotic or psychiatric patients”.

Section 50-2 (Definitions) describes a *rehabilitation care facility (halfway house)* as “a dwelling unit which provides residence and care to not more than nine persons regardless of legal relationship who have demonstrated a tendency towards alcoholism, drug abuse, mental illness, or antisocial or criminal conduct living together with not more than two supervisory personnel as a single housekeeping unit”.

According to Section 50-81 (f) of the Zoning Ordinance, when considering applications for a CUP, the City shall, on the basis of the concept plan and other information submitted, evaluate the impact of the conditional use on and the compatibility of the use with surrounding properties and neighborhoods to ensure the appropriateness of the use at a particular location. Specific considerations shall include the extent to which:

- 1. The proposed use at the specified location is consistent with the goals, objectives, and policies contained in the adopted Comprehensive Plan;**

The Comprehensive Plan identifies the subject site as Old Town Use which is described as “the historic hub and heart of the community” and “includes mature single family neighborhoods, dense commercial uses, a civic core, and high density residential”.

The Comprehensive Plan and the Livable Centers Downtown Plan establish the goals of the downtown area as “a diverse and balanced mixed use commercial retail ‘work, live, shop and play’ pedestrian-oriented” environment that enhances “the collective sense of community pride and heart in the social interaction, celebrations, gatherings and traditions that define the identity and character of the Tomball community”. The uses proposed may be considered incompatible with the goals established in the Comprehensive Plan and Livable Centers Downtown Plan.

- 2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;**

According to the Zoning Ordinance, “a conditional use is a land use which, because of its unique nature, is compatible with the permitted land uses in a given zoning district only upon a determination that the external effects of the use in relation to the existing and planned uses of adjoining property and the neighborhood can be mitigated through imposition of certain standards and conditions.”

Section 50-79 (Old Town and Mixed-Use District) states the purpose of the Old Town and Mixed Use District is “a mixture of retail, commercial and other nonresidential uses, along with single-family homes and multiple-family uses”.

While it appears the proposed uses are appropriate in the Old Town and Mixed Use District as a whole, the property is located within the Old Town Area which is intended to be the “identifiable physical, social and cultural heart of Tomball” as defined in the Livable Centers Downtown Plan. Therefore, the proposed uses could again be considered incompatible with the area.

3. The proposed use meets all supplemental standards specifically applicable to the use as set forth in the Zoning Ordinance;

Should the CUP application be approved by City Council, the applicant will be required to submit a building plan application and supporting documents to the City for review and approval. Specific details of site modifications will be shown at the time of plan review.

4. The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods and, as required by the particular circumstances, includes improvements or modifications either on-site or within the public rights-of-way to mitigate development-related adverse impacts;

The proposed use does not appear to be compatible with the adjacent developments or the family oriented atmosphere of the area.

Some improvements or modifications may be necessary on-site. No improvements within public rights-of-way are necessary.

5. The proposed use is not materially detrimental to the public health, safety, convenience and welfare, or results in material damage or prejudice to other property in the vicinity.

The proposed uses could have adverse effects on surrounding properties.

PUBLIC COMMENT

Property owners within 200 feet of the project site were mailed notification of this proposal on November 30, 2016. A sign was placed on the property and Notice of Public Hearing was published in the paper on November 23, 2016. One public comment form has been received in opposition.

RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, City staff is unable to recommend approval of Zoning Case P16-0171.

EXHIBITS

- A. Aerial Photo
- B. Comprehensive Plan
- C. Zoning Map
- D. Site Photos
- E. CUP Application

Exhibit "A"
Aerial Photo

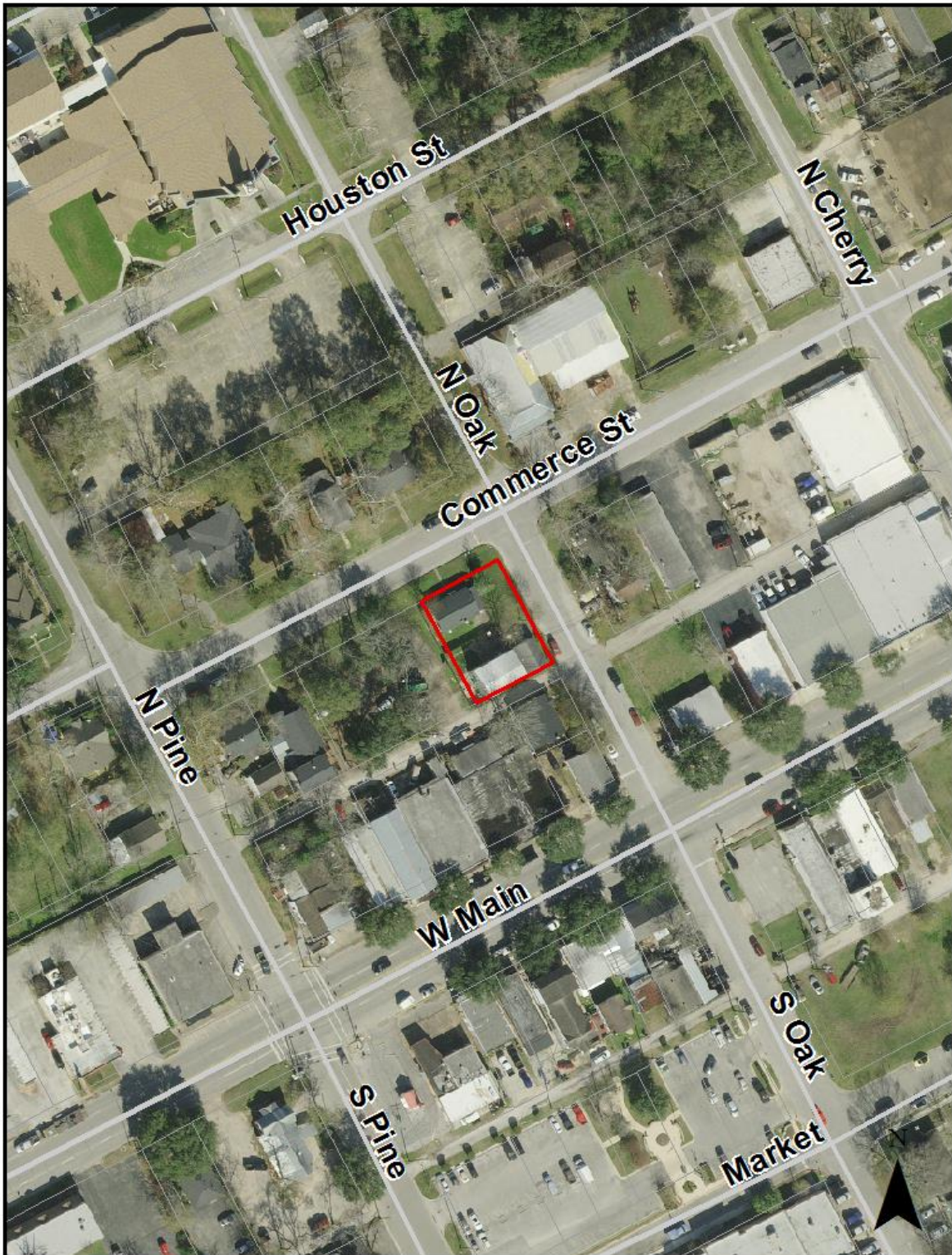
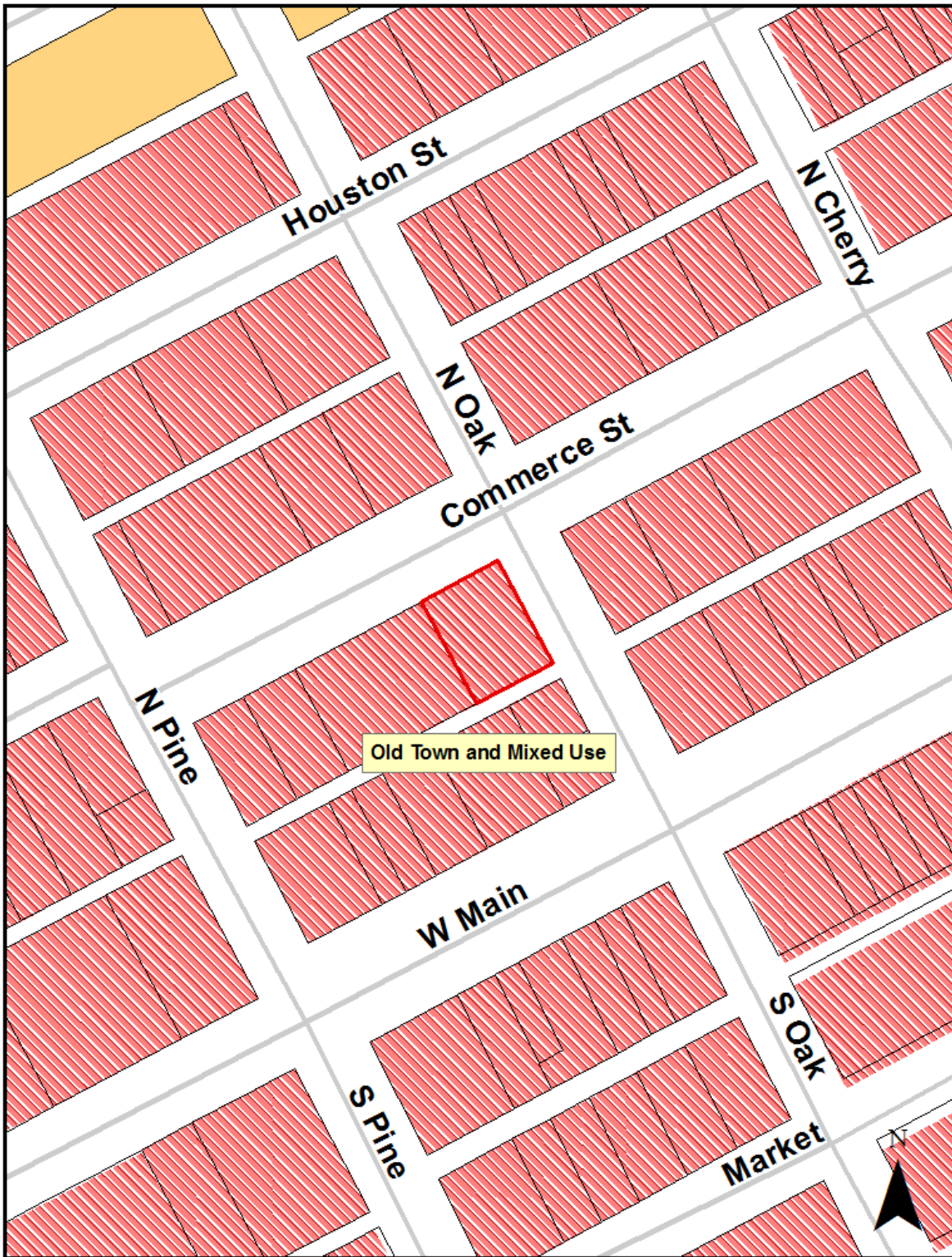


Exhibit "B"
Comprehensive Plan



Exhibit "C"
Zoning Map



**Exhibit “D”
Site Photos**



Property along Commerce Street



Property along North Oak Street

Exhibit "E"
CUP Application

due 11/2, hearing 12/12

Revised 5/19/15



**APPLICATION FOR
CONDITIONAL USE PERMIT**
Community Development Department
Planning Division



A conditional use is a land use which, because of its unique nature, is compatible with the permitted land uses in a given zoning district only upon a determination that the external effects of the use in relation to the existing and planned uses of adjoining property and the neighborhood can be mitigated through imposition of certain standards and conditions.

No conditional use shall be established and no building permit shall be issued for any use designated as a conditional use within any zoning district until a conditional use permit (CUP) is approved and issued in accordance with the provisions of Section 50-34 of the Code of Ordinances.

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

Applicant

Name: AARON EDWARDS Title: EXECUTIVE DIRECTOR
Mailing Address: P.O. Box 1538 City: TOMBALL State: TX
Zip: 77377
Phone: (281) 744 1294 Fax: () Email: aaron.sondays@phoo.com

Owner

Name: TOMBALL RENEWAL CENTER Title:
Mailing Address: P.O. Box 1538 City: TOMBALL State: TX
Zip: 77377
Phone: (281) 744 1294 Fax: () Email:

Engineer/Surveyor (if applicable)

Name: Title:
Mailing Address: City: State:
Zip:
Phone: () Fax: () Email:

City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405

www.tomballtx.gov

Description of Proposed Project: IOP (INTENSIVE OUTPATIENT PROGRAM)

Physical Location of Property: 401 COMMERCE ST. TOMBALL, TX 77375

[General Location - approximate distance to nearest existing street corner]

Legal Description of Property: 401 1/2 COMMERCE STREET (TRANSITIONAL LIVING)

[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

HCAD Identification Number: _____ Acreage: _____

Current Use of Property: VACANT

Proposed Use of Property: INTENSIVE OUTPATIENT PROGRAM (COUNSELING)

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

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

X [Signature] 10/25/2016
Signature of Applicant Date

X [Signature] 10/25/2016
Signature of Owner Date

CITY OF TOMBALL
281-351-5484

REC#: 00955891 10/31/2016 2:01 PM
OPER: RS TERM: 002
REF#: W1141

TRAN: 130.0000 PLANNING AND ZONING
401 & 401 1/2 COMMERCE
TOMBALL RENEWAL CTR
100-5442
CONDITIONAL USE PER 600.00CR

City of Tomball, Texas 501

TENDERED: 600.00 CHECK
APPLIED: 600.00
CHANGE: 0.00

www.tomballtx.gov

SEWER CLEAN OUT

PLAT OF PROPERTY

PREPARED FOR
MIKE O'BRIEN

PLAT SHOWING SURVEY OF LOTS 17, 18, 19, 20 AND 21, BLOCK 18, OF THE REVISED MAP OF TOMBALL, SITUATED IN THE WILLIAM HURD SURVEY, ABSTRACT 371, HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 4, PAGE 25, MAP RECORDS, HARRIS COUNTY, TEXAS, SAID LOTS 17, 18, 19, 20 AND 21 BEING RECORDED UNDER HARRIS COUNTY CLERK'S FILE NUMBER 8558980.

ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS, MAP NUMBER 4820100230 J, MAP REVISED: NOVEMBER 6, 1996, SHOWS THESE TRACTS TO BE IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN.

I HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION "B" SURVEY.

ELMER E. COON
PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 1678

DATED: FEBRUARY 15, 2001



2001-10, Pg. 21

WM. HURD SUR. A. 371

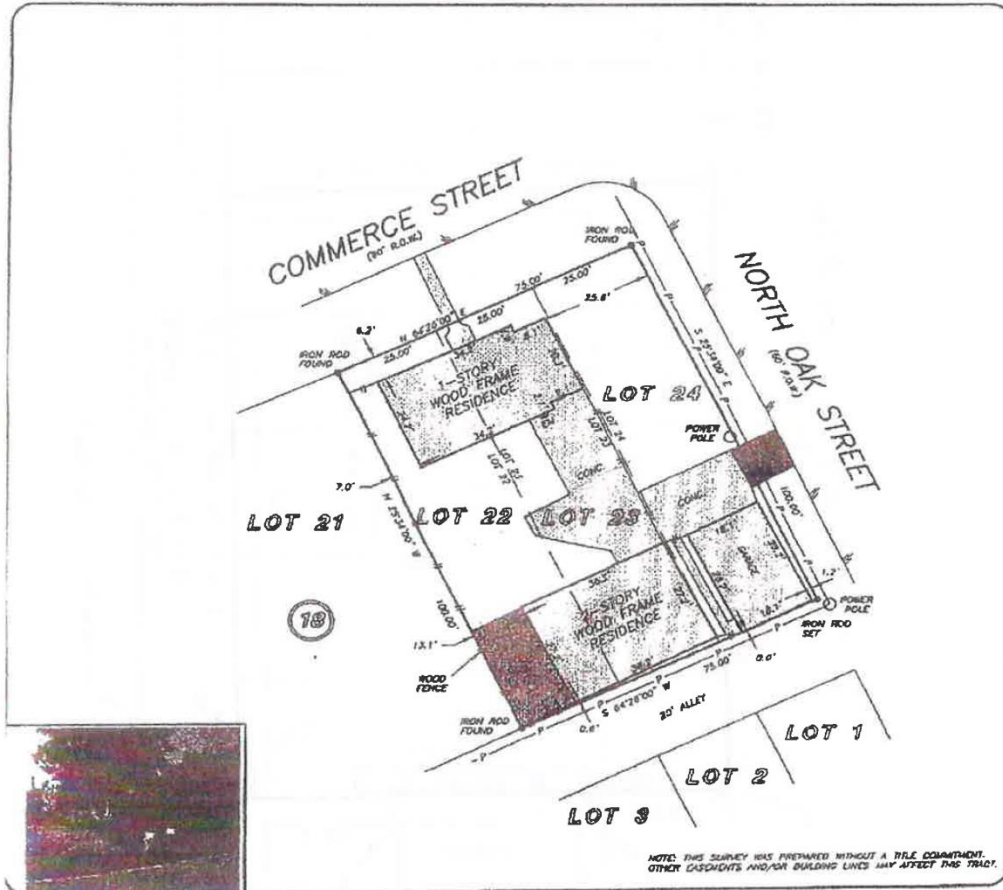
2001-52

BORROWER: VINCENT DEILLO

LOTS 22, 23 AND 24, BLOCK 18 TOMBALL

ACCORDING TO THE MAP OR PLAT THEREOF RECORDED
IN VOLUME 4, PAGE 25 OF THE MAP RECORDS
OF HARRIS COUNTY, TEXAS.

SCALE: 1" = 30'



NOTE: THIS SURVEY WAS PREPARED WITHOUT A TITLE COMMITMENT.
OTHER EASEMENTS AND/OR BUILDING LINES MAY AFFECT THIS TRACT.

THIS PROPERTY DOES NOT LIE WITHIN THE
100 YEAR FLOOD PLAIN AS PER FIRM
PANEL NO. 48201C 0230 J
MAP REVISION: 11/6/94
ZONE 2
BASED ONLY ON VISUAL EXAMINATION OF MAPS.
ENCLOSURES OF FIRM MAPS PREVENT EXACT
DETERMINATION WITHOUT DETAILED FIELD STUDY.

A SUBSURFACE INVESTIGATION
WAS BEYOND THE SCOPE OF THIS SURVEY

RECORD BEARING: VOL. 4, PG. 25, H.C.M.R.

DRAWN BY: VT

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE
ON THE GROUND, THAT THIS PLAT CORRECTLY
REPRESENTS THE FACTS FOUND AT THE
TIME OF SURVEY AND THAT THERE ARE NO
ENCUMBRANCES APPARENT ON THE GROUND.
EXCEPT AS SHOWN HEREDIN, THIS SURVEY IS
CERTIFIED FOR THIS TRANSACTION ONLY AND
ABSTRACTING PROVIDED BY THE ABOVE
REFERENCED TITLE COMMITMENT WAS RELIED
UPON IN PREPARATION OF THIS SURVEY.

ALLEN D. HUGHES
PROFESSIONAL LAND SURVEYOR
NO. 3881
JOB NO. 05-11367
OCTOBER 26, 2003





about the tomball renewal center

welcome home.

The Renewal Center (TRC) is a curated space where people gather to encounter God. It is a place that facilitates hope, healing, and restoration. We have come to believe that each of us has something to offer and something to receive when it comes to the building of faith, wisdom, and belief. Together with God's help, the Kingdom of God will expand in and through us. We will assist them in returning to their prospective professional lives.

pull up a chair.

At TRC, we believe the insights gained from the recovery process are not only beneficial for those of us with outward addictions to substances, but for all of us with inward addictions to trains of thought, codependency, and all of our other coping mechanisms. We believe recovery isn't just about recovering from something, but recovering a truth about God and ourselves that was lost long ago. To that effect, we offer people nothing more than a place to become fully human. Our programming plans include pastoral care, recovery groups focused on the spiritual implications of the 12 steps, after school children and youth programs, assistance and guidance for women (including practical life skills), all housed in an atmosphere that invites community involvement. Everyone is welcome to pull up a chair at the table.

take a hand.

The mission of TRC is to redistribute hope, to blur lines between the ones who help and the ones being helped, to offer programs that uplift and dignify the downtrodden, and encourage one another to do the work.

property vision

women's house.

Research shows that when it comes to healing from addiction, depression, and other unforeseen life circumstances, community is key. At the Tomball Renewal Center, we have dedicated one of our houses (401 1/2 Commerce St., Tomball, Tx 77375) to facilitate women who have chosen this type of healing within a positive, communal atmosphere. We will assist them in returning to their prospective professional lives. For those who desire a sober lifestyle we provide housing, spiritually therapeutic services, and group meetings that are designed to raise our client's social, intellectual, spiritual and emotional development through comprehensive programs.

Our goal is to provide the resources and opportunities for immediate and long term care. The very heart of our sober living community is spiritual awareness, caring, loving, hope, accountability and enjoyment of a sober lifestyle.

intensive outpatient (IOP).

An intensive outpatient program (IOP) is a kind of treatment service and support program used primarily to treat eating disorders, depression, self harm, and chemical dependency that does not rely on detoxification. We have found Intensive Outpatient Programs to be an important resource for many types of disorders, including addiction recovery. Tomball does not currently have this type of resource and we are reserving 401 Commerce St., Tomball, Tx 77375 for programming that provides counseling services (individual, family, and group) that will offer various methodology and tools to aid individuals in their healing process and getting back into life.

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
DECEMBER 12, 2016
&
CITY COUNCIL
DECEMBER 19, 2016**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, December 12, 2016, at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, December 19, 2016, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case P16-0162: Request by Eleazar Cano to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 3.9 acres of land, legally described as Tract 262A Tomball Outlots, generally located on the east side of South Pitchford Road at 909 South Pitchford Road, from the Agricultural District to the Commercial District.

Zoning Case P16-0171: Request by Aaron Edwards, on behalf of Tomball Renewal Center, for a Conditional Use Permit to operate a *Rehabilitation Care Facility (Halfway House)* at 401 ½ Commerce Street and to operate an *Institution for alcoholic, narcotic or psychiatric patients* at 401 Commerce Street. The property is approximately 0.17 acres, legally described as Lots 22, 23 & 24 Block 18 Tomball, generally located at the southwest corner of Commerce Street and North Oak Street and is zoned Old Town & Mixed Use.

ZONING CASE P16-0175: Request by the City of Tomball to amend Sections 50-2 (“Definitions”), 50-82 (b) (“Use Charts”), and 50-116 (“Supplemental Regulations”) of the Tomball Code of Ordinances by defining and creating a land use for “Mobile Food Courts”.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the Assistant City Planner, Amelia Lindley, at (281) 290-1410 or at alindley@tomballtx.gov.

CERTIFICATION

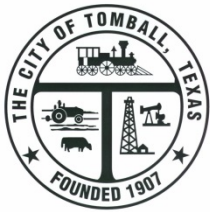
I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **8th** day of **December 2016** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Kim Chandler

Kim Chandler

Secretary of the Board

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please feel free to contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT www.tomballtx.gov.



Notice of Public Hearing

YOU ARE INVITED TO ATTEND Public Hearings before the **PLANNING & ZONING COMMISSION** and **CITY COUNCIL** of the City of Tomball regarding the following item:

CASE NUMBER: P16-0171

APPLICANT/OWNER: Aaron Edwards on behalf of Tomball Renewal Center

LOCATION: Generally located at the southwest corner of Commerce Street and North Oak Street

PROPOSAL: For a Conditional Use Permit to operate a *Rehabilitation Care Facility (Halfway House)* at 401 ½ Commerce Street and to operate an *Institution for alcoholic, narcotic or psychiatric patients* at 401 Commerce Street. The property is approximately 0.17 acres, legally described as Lots 22, 23 & 24 Block 18 Tomball, and is zoned Old Town & Mixed Use.

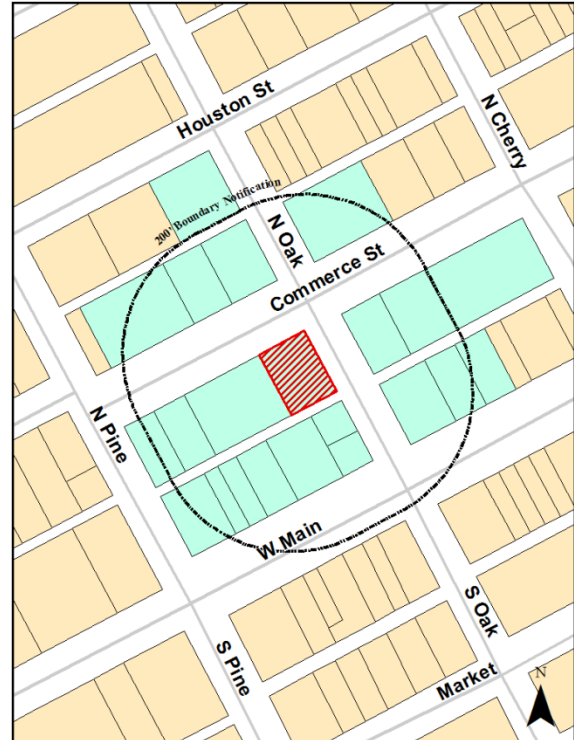
CONTACT: Amelia Lindley

PHONE: (281) 290-1410

E-MAIL: alindley@tomballtx.gov

Interested parties may contact the City of Tomball between 8:00 a.m. and 5:00 p.m. Monday through Friday for further information. The application is available for public review Monday through Friday, except holidays, between the hours of 8:00 a.m. and 5:00 p.m. in the Community Development Department office, located at 501 James Street, Tomball, TX 77375. The staff report will be available no later than 4:00 p.m. on the Friday preceding the meeting.

This notice is being mailed to all owners of real property within 200 feet of the request as such ownership appears on the last approved Harris County Appraisal District tax roll.



**Planning & Zoning Commission
Public Hearing:
Monday, December 12, 2016, 6:00 PM**

**City Council Public Hearing:
*Monday, December 19, 2016, 6:00 PM**

**The Public Hearings will be held in the
City Council Chambers, City Hall
401 Market Street, Tomball, Texas**

*Should the Planning & Zoning Commission vote to table the recommendation on the case, the date and time of a future meeting will be specified and the City Council will not review the subject case until such a recommendation is forwarded to the City Council by the Planning & Zoning Commission.

Regular City Council

Agenda Item

Data Sheet

Meeting Date: February 6, 2017

Topic:

Adopt, on Second Reading, Ordinance No. 2017-01, an Ordinance Reducing the *Prima Facie* Speed Limit Established for Vehicles under the Provisions of §545.356, Texas Transportation Code, upon the Basis of an Engineering and Traffic Investigation, upon SH249 Frontage Roads/Access Roads, for a Temporary Reduction of Speed during Construction Only, from the Intersection of Heidi Lane and SH 249, North to the Harris/Montgomery County Line, within the Corporate Limits of the City of Tomball as set out in This Ordinance; and Providing a Penalty of a Fine in an Amount Not to Exceed Two Hundred Dollars (\$200.00) for the Violation of This Ordinance

Background:

The Harris County Toll Road Authority is requesting a temporary reduction of the *Prima Facie* speed limits on SH 249 from the intersection of SH 249 and Heidi Lane, North to the Harris/Montgomery County Line.

The existing speed limit is 50 miles per hour and the reduced speed limit being requested is 45 miles per hour.

HCTRA's request is that the reduced speed limits begin effective March 1, 2017 and remain in effect through completion of the project's construction, currently estimated to be December 2019.

HCTRA's contractors will install the new regulatory speed as part of the construction on the project is complete.

Origination:

Harris County Toll Road Authority (HCTRA)

Recommendation:

Adopt, on First Reading, Ordinance No. 2017-01

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

City Secretary

ACTION TAKEN		
Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other

ATTACHMENTS:

Ordinance No. 2017-01

HCTRA Request to City of Tomball

HCTRA Map

HCTRA Request to TxDOT

ORDINANCE NO. 2017-01

AN ORDINANCE REDUCING THE *PRIMA FACIE* SPEED LIMIT ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF §545.356, TEXAS TRANSPORTATION CODE, UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION, UPON SH249 FRONTAGE ROADS/ACCESS ROADS, FOR A TEMPORARY REDUCTION OF SPEED DURING CONSTRUCTION ONLY, FROM THE INTERSECTION OF HEIDI LANE AND SH 249, NORTH TO THE HARRIS/MONTGOMERY COUNTY LINE, WITHIN THE CORPORATE LIMITS OF THE CITY OF TOMBALL AS SET OUT IN THIS ORDINANCE; AND PROVIDING A PENALTY OF A FINE IN AN AMOUNT NOT TO EXCEED TWO HUNDRED DOLLARS (\$200.00) FOR THE VIOLATION OF THIS ORDINANCE.

* * * * *

WHEREAS, §545.356, Texas Transportation Code, provides that whenever the governing body of the City shall determine, upon the basis of an engineering and traffic investigation, that any *prima facie* speed therein set forth when a highway, or part of a highway, is under repair, construction or maintenance may be hazardous, said governing body may determine and declare a reasonable and safe *prima facie* speed limit thereat or thereon by the passage of an Ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway;

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

Section 1. Upon the request of the Harris County Toll Road Authority, working in partnership with the Texas Department of Transportation, and upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of §545.356, Texas Transportation Code, the following *prima facie* speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

(A) from the intersection of Heidi Lane and SH 249, north to the Harris/Montgomery County line, the speed limit shall be “45 MPH.”

Section 2. Any person violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in any sum not more than Two Hundred Dollars (\$200.00).

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 16TH DAY OF JANUARY 2017.

COUNCILMAN HUDGENS	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN DEGGES	<u>ABSENT</u>
COUNCILMAN TOWNSEND	<u>AYE</u>
COUNCILMAN KLEIN QUINN	<u>AYE</u>

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 6TH DAY OF FEBRUARY 2017.

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

GRETCHEN FAGAN, Mayor
City of Tomball

ATTEST:

DORIS SPEER, City Secretary
City of Tomball



Request for Regulatory Construction Speed Zone

District: Houston	Highway: SH 249
Contact Person: Fawzi Abou-Hossa	Contact Phone Number: (713) 802-5515

Type of work:	☒ 2 - Lane closure w/ barrier	☒ 4 - One-way traffic signal
☐ 1 - Shoulder activity	☒ 2 - Temporary diversion	☐ 4 - Unpaved surface
☐ 1 - Lane encroachment	☐ 3 - Lane closure w/o barrier	

Type of Work	Posted Speed	Construction Speed Limit
1	≥ 65 mph ≤ 60 mph	May be 5 mph below posted speed May not be used
2	≥ 80 mph = 75, 70 or 65 mph ≤ 60 mph	May be as low as 65 mph May be 10 mph below the posted speed May be 5 mph below the posted speed
3	≥ 80 mph ≤ 75 mph	May be as low as 65 mph May be 10 mph below the posted speed
4	≥ 55 mph ≤ 50 mph	May be as low as 45 mph May be 10 mph below the posted speed

Section	Section 1	Section 2	Section 3	Section 4
County	Harris			
Highway	SH 249			
City Name (or Rural)	Tomball			
Pre-construction Posted Speed	50			
Proposed Construction Speed	45			
Control-Section-Job	720-03-074, Etc.			
Beginning Mile Point	1.558			
Ending Mile Point	1.000			
Length	0.558			
Project Number	HCTRA 806			

Indicate below whether or not your form submission includes attachment(s):

☐ YES
 ☒ NO

[Submit by E-mail](#)

Instructions:

If you accessed this form from within the eForms System, once you have opened it, click the "Take Form Offline" icon (bottom, left) and save the form to your computer. If you accessed the form from a web page link, you can also use File>Save As on the top menu bar to save the form to your computer.

Once you have completed your form, you may save it and submit it by clicking the "Submit by E-mail" button on page 1. This opens your e-mail client and automatically attaches your completed form to a pre-addressed e-mail. Simply click "Send," and you're done.

Types of Work:							
	Shoulder Activity	Lane Encroachment	Lane Closure with Barrier	Temporary Diversion	Lane Closure w/o Barrier	One-Way Traffic Signal	Unpaved Surface
Condition	Activity closer than 10 ft but not closer than 2 ft from the edge of the traveled way	Activity encroaches to the edge of the traveled way	Activity requires a lane closure with workers protected by a barrier	Activity requires a temporary diversion be constructed	Activity requires a lane closure with workers within 10 feet of travel way unprotected by barrier	Activity uses a one-way traffic signal to direct traffic through construction area	Activity requires traffic to travel on an unpaved surface
Factors	1, 2	1, 2, 3, 4, 6	3, 4, 6, 7	3, 4, 6, 8	1, 3, 4, 6, 7	3, 6, 8	5, 6
Current Speed Limit (MPH)	Potential Construction Speeds (MPH)						
85	80	80, 75, 70 or 65	80, 75, 70 or 65	80, 75, 70 or 65	80, 75, 70, 65, 60, 55, 50 or 45	80, 75, 70, 65, 60, 55, 50 or 45	80, 75, 70, 65, 60, 55, 50 or 45
80	75	75, 70 or 65	75, 70 or 65	75, 70 or 65	75, 70, 65, 60, 55, 50 or 45	75, 70, 65, 60, 55, 50 or 45	75, 70, 65, 60, 55, 50 or 45
75	70	70 or 65	70 or 65	70 or 65	70, 65, 60, 55, 50 or 45	70, 65, 60, 55, 50 or 45	70, 65, 60, 55, 50 or 45
70	65	65 or 60	65 or 60	65 or 60	65, 60, 55, 50 or 45	65, 60, 55, 50 or 45	65, 60, 55, 50 or 45
65	60	60 or 55	60 or 55	60 or 55	60, 55, 50 or 45	60, 55, 50 or 45	60, 55, 50 or 45
60	None	55	55	55 or 50	55, 50 or 45	55, 50 or 45	55, 50 or 45
55	None	50	50	50 or 45	50 or 45	50 or 45	50 or 45
50	None	45	45	45 or 40	45 or 40	45 or 40	45 or 40
45	None	40	40	40 or 35	40 or 35	40 or 35	40 or 35
40	None	35	35	35 or 30	35 or 30	35 or 30	35 or 30
35	None	30	30	30 or 25	30 or 25	30 or 25	30 or 25
30	None	25	25	25 or 20	25 or 20	25 or 20	25 or 20
25	None	20	20	20 or 15	20 or 15	20 or 15	20 or 15

Note: Buffer zones may be needed for speed transitions ≥ 15 mph.

Factors:

- 1- Workers present for extended periods within 10 feet of traveled way unprotected by barriers
- 2- Horizontal curvature that might increase vehicle encroachment rate
- 3- Lane width reduction of 1 foot or more with a resulting lane width less than 11 feet
- 4- Barrier, traffic control devices or pavement edge drop off within 2 feet of traveled way
- 5- Reduced design speed for stopping sight distance
- 6- Unexpected conditions
- 7- Traffic congestion created by lane closure
- 8- Reduced design speed for detour roadway or transitions

[Contact/Help](#)

December 16, 2016

Mr. George Shackelford
City Manager
City of Tomball
401 Market Street
Tomball, TX 77375

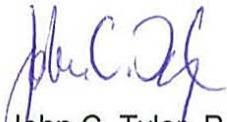
SUBJECT: Request for Temporary Reduction in Speed Limit on SH 249

Dear Mr. Shackelford:

The Harris County Toll Road Authority (HCTRA) will soon begin construction of the Tomball Tollway (SH 249) main lanes from north of FM 2920 to the Harris/Montgomery County line. The construction zone for this project requires safe and effective traffic control for both the traveling public and those associated with the project's construction. In partnership with the Texas Department of Transportation (TxDOT), we request the City of Tomball approve an ordinance reducing the speed limit from 50 miles per hour to 45 miles per hour on SH 249, from the intersection of Heidi Lane and SH 249, north to the Harris/Montgomery County line. We further request that this temporary reduction in speed limit begin effective March 1, 2017 and remain in effect until completion of the project's construction, which is currently estimated to be December 2019. Our contractors will install the new regulatory speed limit signs as part of the construction once the project is complete.

Thank you for your assistance with this matter. Please contact me at 713-587-7870 if you have any questions or need additional information.

Sincerely,



John C. Tyler, P.E.
Deputy Director

cc: Dale H Hilliard, P.E., HCTRA
Quinton Alberto, P.E., HCTRA
Fawzi Abou-Hossa, P.E. TxDOT
Hun Kang, P.E., HCTRA

Tomball Tollway

Phase II Construction



Request for Regulatory Construction Speed Zone

District: Houston	Highway: SH 249
Contact Person: Fawzi Abou-Hossa	Contact Phone Number: (713) 802-5515

Type of work:	☒ 2 - Lane closure w/ barrier	☒ 4 - One-way traffic signal
☐ 1 - Shoulder activity	☒ 2 - Temporary diversion	☐ 4 - Unpaved surface
☐ 1 - Lane encroachment	☐ 3 - Lane closure w/o barrier	

Type of Work	Posted Speed	Construction Speed Limit
1	≥ 65 mph ≤ 60 mph	May be 5 mph below posted speed May not be used
2	≥ 80 mph = 75, 70 or 65 mph ≤ 60 mph	May be as low as 65 mph May be 10 mph below the posted speed May be 5 mph below the posted speed
3	≥ 80 mph ≤ 75 mph	May be as low as 65 mph May be 10 mph below the posted speed
4	≥ 55 mph ≤ 50 mph	May be as low as 45 mph May be 10 mph below the posted speed

Section	Section 1	Section 2	Section 3	Section 4
County	Harris			
Highway	SH 249			
City Name (or Rural)	Tomball			
Pre-construction Posted Speed	50			
Proposed Construction Speed	45			
Control-Section-Job	720-03-074, Etc.			
Beginning Mile Point	1.558			
Ending Mile Point	1.000			
Length	0.558			
Project Number	HCTRA 806			

Indicate below whether or not your form submission includes attachment(s):

☐ YES
 ☒ NO

[Submit by E-mail](#)

Instructions:

If you accessed this form from within the eForms System, once you have opened it, click the "Take Form Offline" icon (bottom, left) and save the form to your computer. If you accessed the form from a web page link, you can also use File>Save As on the top menu bar to save the form to your computer.

Once you have completed your form, you may save it and submit it by clicking the "Submit by E-mail" button on page 1. This opens your e-mail client and automatically attaches your completed form to a pre-addressed e-mail. Simply click "Send," and you're done.

	Types of Work:						
	Shoulder Activity	Lane Encroachment	Lane Closure with Barrier	Temporary Diversion	Lane Closure w/o Barrier	One-Way Traffic Signal	Unpaved Surface
Condition	Activity closer than 10 ft but not closer than 2 ft from the edge of the traveled way	Activity encroaches to the edge of the traveled way	Activity requires a lane closure with workers protected by a barrier	Activity requires a temporary diversion be constructed	Activity requires a lane closure with workers within 10 feet of travel way unprotected by barrier	Activity uses a one-way traffic signal to direct traffic through construction area	Activity requires traffic to travel on an unpaved surface
Factors	1, 2	1, 2, 3, 4, 6	3, 4, 6, 7	3, 4, 6, 8	1, 3, 4, 6, 7	3, 6, 8	5, 6
Current Speed Limit (MPH)	Potential Construction Speeds (MPH)						
85	80	80, 75, 70 or 65		80, 75, 70 or 65	80, 75, 70, 65, 60, 55, 50 or 45		
80	75	75, 70 or 65		75, 70 or 65	75, 70, 65, 60, 55, 50 or 45		
75	70	70 or 65		70 or 65	70, 65, 60, 55, 50 or 45		
70	65	65 or 60		65 or 60	65, 60, 55, 50 or 45		
65	60	60 or 55		60 or 55	60, 55, 50 or 45		
60	None	55		55 or 50	55, 50 or 45		
55	None	50		50 or 45	50 or 45		
50	None	45		45 or 40	45 or 40		
45	None	40		40 or 35	40 or 35		
40	None	35		35 or 30	35 or 30		
35	None	30		30 or 25	30 or 25		
30	None	25		25 or 20	25 or 20		
25	None	20		20 or 15	20 or 15		

Note: Buffer zones may be needed for speed transitions ≥ 15 mph.

[Contact/Help](#)

Factors:

- 1- Workers present for extended periods within 10 feet of traveled way unprotected by barriers
- 2- Horizontal curvature that might increase vehicle encroachment rate
- 3- Lane width reduction of 1 foot or more with a resulting lane width less than 11 feet
- 4- Barrier, traffic control devices or pavement edge drop off within 2 feet of traveled way
- 5- Reduced design speed for stopping sight distance
- 6- Unexpected conditions
- 7- Traffic congestion created by lane closure
- 8- Reduced design speed for detour roadway or transitions

Regular City Council
Agenda Item
Data Sheet

Meeting Date: February 6, 2017

Topic:

The Tomball City Council will Enter into an Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

- Sec. 551.087 – Deliberations Regarding Economic Development
- Sec. 551.072 – Deliberations Regarding the Purchase, Exchange, Lease, or Value of Real Property

Background:

Origination:

Recommendation:

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

ACTION TAKEN		
Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other

Regular City Council

Agenda Item

Data Sheet

Meeting Date: February 6, 2017

Topic:

Approve Amended Strategic Partnership Agreement with NewQuest Properties, Harris County Municipal Utility District No. 273 and the City of Tomball for Property Consisting of 153.0194 Acres at the Southwest Corner of State Highway and the Grand Parkway

Background:

Origination:

A-K 133 HWY 249-Grand Parkway, LP; Harris County Municipal Utility District No. 273; Allen Boone Humphries Robinson LLP; City Staff

Recommendation:

N/A

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

City Secretary

ACTION TAKEN		
Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other

ATTACHMENTS:

Councilman Quinn's Questions and Answers

Key Points for Amended Strategic Partnership Agreement 1-31-17

Amended Strategic Partnership Agreement 1-26-17

Exhibits for Amended Strategic Partnership Agreement

Additional Exhibits for Amended Strategic Partnership Agreement

Financial Calculations for GP Project - Includes EDC and Sales and Property Tax - Rev 1-25-17

Grand Parkway Sales Tax Projections

Question from Councilmember Quinn September 20, 2016

Answers highlight in yellow

RE: pending annexation and amended agreement

1. With full annexation, they are entitled to all the benefits and services of the city. There are MUD District bonds that are going to be issued. In the original agreement, we assumed all MUD debt including any developer costs before we would do a full annexation. Since we are not receiving any proceeds from MUD bonds, we need to be sure we are not liable for the payments or reimbursements to developer or anyone else.

~~Loren—I don't remember being liable for bonds unless we annexed it early.—~~The only way the City is liable for any of the MUD 273 bonds is if the City dissolves the MUD at a time that the MUD has bonds outstanding. At any point that the City elects to dissolve the MUD, the City will be required to assume all outstanding obligations of the MUD.

Also in the agreement, any future maintenance of this MUD District, changes from the laws, mandates from State authorities needs to be the responsibility of the Grand Parkway Complex.

~~Maintenance could be incorporated into document.~~ Water main lines in the District will be constructed by the District and given to the City like other developments. City will provide maintenance on city owned facilities. District currently does not have street authority—streets will be constructed by city standards and will be public streets. All maintenance will be paid by District.

Will the bond issuance affect limits on future city bond issuance? We will not be receiving any of the proceeds of the debt so we want to make sure we don't have the liability or the maintenance issue, and how does that affect our future bond ratings, our ability to issue our own bonds for needed projects in the city limits of Tomball?

Any bond issuance the MUD District would have no or minimal ~~it have has no~~ effect on the City of Tomball's rating or ability to issue bonds. This is a very small portion of the overall city valuation and the overlapping issue is very small. ~~This has no effect on future city issues.~~

That's the first concern.

2. Second concern is EDC money. Was this half cent that EDC receives from our sales tax part of a city election or was it done by Council approval only?

The EDC funds were approved by the voters of Tomball. A separate agreement for the TEDC ½ cent would have to be developed with the District and TEDC.

I want to make sure we're not violating anything the citizens of Tomball have voted for. Again, since EDC is not receiving any proceeds on ~~t~~his project, then the grants and programs through EDC shouldn't be available to the complex. That needs to be clear in the document and not ever come before the EDC. The EDC should be notified they will not be participating in this venture.

The TEDC ~~will enter~~ would into a performance agreement with the Developer, as the TEDC does for all other projects, which will allow the TEDC to rebate its portion of Sales and Use Taxes from this development back to the Developer.

3. The third question that I have, does it ever come a time that we received all of the 2 cent sales tax?

Yes, at the end of the 30 years period, all the sales tax would come to the city.

Is there ever a time that we receive all of the property taxes?

Yes, at the end of the 30 year period, all of the property tax would come to the city.

I did not take the sheet with me so I don't remember. FYI, the first 5 to 10 years of a new complex are most profitable in regards to sales tax created.

4. The fourth item: is this complex going to be subject to all of the ordinance that exist now, and in the future in the city of Tomball?

~~Yes, just like any other development. Only exception would be anything specifically addressed in separate agreement.~~ The development will be governed by the PDD regulations which will be adopted by the City Council and will be an attachment to the Development Agreement.

If there is a future ordinance that says companies can charge for bags, and that the city does get one penny per bag for enforcement of this, will they be subject to it or is there going to be something that exempts them from our ordinance and procedures?

They would be subject to any laws/ordinances put in place by the City Council.

5. The fifth item is by doing this agreement, and giving up sales tax and property tax, we are setting a precedent because we do have quite a few 23, 50, and \$75 million commercial complexes in our area already. How do we say no to some and yes to others?

That is a policy decision to be made by the City Council. I don't believe that a specific Council decision/action related to a project establishes "precedent" from a legal standpoint. -Agreed-

6. Random Questions—is there any possibility the Metro or ETJ of City of Houston can take the project back and say Tomball annexed it illegally?

Anyone can sue for anything. They would have to prove any illegality.

Has the City of Houston released this property from the ETJ?

The District has the ability to change which ETJ they want ~~in accordance with _____~~. The District originally noted that the land would be in Tomball's ETJ and not Houston's.

Has the Metro released it?

I don't know they have to release it. Once inside the city limits of Tomball, it would automatically be out of METRO jurisdiction.

Do we need Commissioner Cagle's blessing so not to jeopardize Tomball's relationship?

Commissioner Cagle is aware of this project [has a strong desire for Tomball to develop in this area](#) ~~and the desire of Tomball to development in Tomball~~. On at least two occasions in which I have been present, Commissioner Cagle has explicitly stated, "I want to be in the City of Tomball."

Do we already have water pipes leading to this property or do we have to purchase right of way to lay pipe?

There is an existing 12" water line that they intent to draw water.

Do we have to bore under any part of a TxDOT or Toll Road for water lines?

No.

Did their MUD District get denied drilling from Harris County and that is why they need Tomball City water?

Unknown

What is our financial responsibility on this MUD District?

There is no city financial responsibility to their MUD.

I'm sure engineers have addressed these questions, just want to know.

George, ultimately yes, this will be a good thing for Tomball, but we just need to make sure that every possible situation is covered that we can think of so there won't be any future surprises on either side of this agreement.

Lori

AMENDED STRATEGIC PARTNERSHIP AGREEMENT
KEY POINTS

1. City adopted the Original Strategic Partnership Agreement and performed the limited purpose annexation on May 11, 2015.
2. Section 2.02: District now wishes to annex all commercial property into the City.
3. Section 3.01: City will impose its 2% sales tax; .5% for tax reduction and .5% for the Tomball Economic Development Corporation (TEDC). Only 1% from the City will be available for portioning. Following chart make assumption that TEDC does similar agreement with District on sales tax:
 - a. Years 1-5
 - i. District receives 100% of 1.5 cents
 - ii. City receives 100% for .5 cents for tax reduction
 - iii. TEDC receives 0
 - b. Years 6-10
 - i. District receives 75% of 1.5 cents
 - ii. City receives 25% of 1.0 cents
 - iii. TEDC receives 25% of .5 cents
 - iv. City receives 100% of .5 cents for tax reduction
 - c. Years 11-30
 - i. District receives 50% of 1.5 cents
 - ii. City receives 50% of 1.0 cents
 - iii. TEDC receives 50% of .5 cents
 - iv. City receives 100% of .5 cents for tax reduction
4. Section 3.02: District will be required to go to the TEDC to work out a separate agreement with their Board.
5. Section 4.02: City will provide water to all facilities.
6. Section 5.04: If City annexes residential property or dissolves the District, City will assume all rights, debts, liabilities, and obligations of the District.

01.31.17

AMENDED STRATEGIC PARTNERSHIP AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This **AMENDED STRATEGIC PARTNERSHIP AGREEMENT** (this "Amended Agreement") is made and entered into, effective as of _____, by and between the **CITY OF TOMBALL, TEXAS**, a home rule municipality of the State of Texas (the "City") and **HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 273**, a conservation and reclamation district created pursuant to Article XIV, Section 59, Texas Constitution and operating pursuant to Chapters 49 and 54, Texas Water Code (the "District") (collectively, the "Parties").

RECITALS

The District was created for the purpose of providing water, sewer and drainage facilities and recreational and road facilities to the land within its boundaries. The District is located within the extraterritorial jurisdiction ("ETJ") of the City, but is not currently within its corporate limits.

The District, the City, and A-K VENTURE CAPITAL, L.C. ("Developer") entered into a Development Agreement dated November 3, 2014, as amended by First Amendment to Development Agreement dated _____, 2017 (collectively, "Development Agreement"), which provides various agreements by the City which incentivize the immediate development by Developer of a mixed use project known as Grand Parkway Town Center (the "Project").

The provisions of Tex. Local Gov't Code, Section 43.0751 (the "Act") state that the City and the District may enter into a strategic partnership agreement.

The City and the District, after the provision of required notices, held public hearings in compliance with the Act. Based upon public input received at such hearings, the City and the District entered into the original strategic partnership agreement (the "Original Strategic Partnership Agreement") to provide the terms and conditions under which services will be provided to the District by the City and to provide for the limited purpose annexation of certain land by the City. The City adopted the Original Strategic Partnership Agreement and performed the limited purpose annexation on May 11, 2015. The Original Strategic Partnership Agreement was recorded in the Harris County Public Records as 20150194315.

Due to changes in the plan of development by the developer and the timing of annexation by the City and other issues outlined in the First Amendment to the Development Agreement, the Parties wish to enter into this Amended Strategic Partnership Agreement.

The Parties agree to annex for full purposes all of the known commercial property in the District (the "Commercial Tract") pursuant to Tex. Local Gov't Code, Section 43.0751(f)(4) on or before December 31, 2017. A map of the known Commercial Tract of the property in the District is attached as **Exhibit B**.

The Parties wish to enter into this Amended Agreement to amend the terms and conditions under which services will be provided to the District by the City and provide for the terms of full purpose annexation of the Commercial Tract in the District.

The Parties agree that the Original Strategic Partnership Agreement remains in full force and effect and this Amended Agreement simply amends and modifies sections of the Original Strategic Partnership Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the District agree and amend the Original Strategic Partnership Agreement as follows:

A. Addition of Section 1.02. The Original Strategic Partnership Agreement has been amended to add Section 1.02 as follows:

1.02. Additional Findings and conclusions. The City and the District hereby find and declare:

a. The Act authorizes the City and the District to enter into the Original Strategic Partnership Agreement and this Amended Agreement.

b. In compliance with Subsection (p) of the Act, this Amended Agreement (i) does not require the District to provide revenue to the City solely for the purpose of an agreement with the City to forgo annexation of the District, and (ii) provides benefits to each party, including revenue, services, and regulatory benefits which are reasonable and equitable with regard to the benefits provided to the other party.

c. All the terms and conditions contained in this Amended Agreement are lawful and appropriate to provide for the provision of municipal services and annexation.

d. The District is not obligated to make payments to the City for services except as otherwise provided herein.

e. This Amended Agreement has been duly adopted by the City and the District at an open meeting at which members of the public

who wanted to present testimony or evidence regarding the Amended Agreement were given the opportunity to do so.

B. Deletion of Section 2.02. Section 2.02 of the Original Strategic Partnership Agreement "Section 2.02. Property Taxes and District Liability for Debts of the City." is hereby deleted and replaced with the following:

2.02. Full Purpose Annexation of the Commercial Tract/Agreement Not to Annex Other Property. The Parties agree that the City will annex the Commercial Tract in the District for full purposes. A map of the Commercial Tract that will be annexed for full purposes is attached as **Exhibit "B"**. Pursuant to Local Government Code, Section 43.0751(f)(4), the Parties agree the City will annex for full purposes the Commercial Tract and the City will not annex for full purposes any of the residential property in the District, nor will the District make a payment in lieu of the City annexing any residential property into the City for full purposes. The Parties agree that the Commercial Tract in the District be annexed for full purposes on or before December 31, 2017. Any property in the District that is not a part of the Commercial Tract will remain annexed only for limited purposes, and the City agrees not to annex such portion without the District's consent. However, if the owner of any such commercial property in the District requests annexation for full purposes, the District agrees not to withhold its consent, and thereafter the City will consider annexation for full purposes any such property, which shall thereafter be considered a portion of the Commercial Tract.

C. Amended Section 3.01. Section 3.01 of the Original Strategic Partnership Agreement is deleted and replaced with the following amended section:

3.01. Imposition of the City's Sales and Use Tax. The City and its component units shall impose their 2% sales and use tax (the "Sales and Use Tax"), which includes a sales and use tax of 0.5% for property tax reduction, and 0.5% for economic development within the Commercial Tract automatically upon the full-purpose annexation of the Commercial Tract. The Sales and Use Tax shall be automatically imposed on the receipts from the sale and use at retail of taxable items at the rate provided within the City. The Sales and Use Tax shall take effect on the date described in Texas Tax Code, Section 321.102.

D. Amended Section 3.02 (b). Section 3.02(b) of the Original Strategic Partnership Agreement is deleted and replaced with the following amended section:

b. The City shall pay to the District a portion of the remaining 1.0% Sales and Use Tax revenues generated within the boundaries of the Tract and received by the City from the Comptroller after the date of the full purpose annexation on the following schedule:

Beginning of Period	End of Period	Portion of revenue from 1.0% Sales and Use Tax paid to District
Date of limited-purpose annexation of the Tract	December 31 of the year in which the first major anchor store opens on the Tract (the "Initial Period End Date")	100%
January 1 following the Initial Period End Date	5 th anniversary of the Initial Period End Date	100%
January 1 following the 5 th anniversary of the Initial Period End Date	10 th anniversary of the Initial Period End Date	75%
January 1 following the 10 th anniversary of the Initial Period End Date	30 th anniversary of the Initial Period End Date	50%

The District shall have the right to pledge such Sales and Use Tax revenues through the 30th anniversary of the Initial Period End Date. Notwithstanding anything to the contrary in this Agreement, the City's obligation to make payment of the Sales and Use Tax revenues to the District or to honor pledges of such revenues by the District shall survive abolition of the District, and termination of this Agreement.

E. Additional Section 3.02 (e). Subsection e is added to the Strategic Partnership Agreement:

e. A developer or the District will apply to the Tomball Economic Development Corporation, a 4B Economic Development Corporation under Texas Local Government Code Section 505, to request a similar refunding agreement of the 0.5% sales and use tax for economic development to the District, pursuant to the Strategic Partnership Agreement, this Amended Agreement and to the Development Corporation Act, Chapters 501 and 505, Texas Local Government Code. The City agrees to support a developer or District's request to the Tomball Economic Development Corporation.

Amended Section 4.02. Section 4.02 of the Original Strategic Partnership Agreement is deleted and replaced with the following amended section:

4.02. City Services. The City agrees to provide full City services to the Commercial Tract in the District annexed for full purposes, except for wastewater services. The City agrees to provide retail water to the Commercial Tract and agrees to provide emergency services to the Commercial Tract, including fire protection, police protection and all other City emergency services. For any property that is not annexed for full purposes in the District, the City may provide City services, but is not under an obligation to do so.

F. Amended Section 5.04. Section 5.04 of the Original Strategic Partnership Agreement is deleted and replaced with the following amended section:

5.04. Dissolution of the District following the entire District annexed for full-purposes. Upon full purpose annexation of the entire District, including any and all residential property, not just the Commercial Tract, the City shall then act to dissolve the District in accordance with applicable law; provided that, if the City has not dissolved the District within 90 days after all land in the District is annexed for full purposes, the District shall be automatically abolished on the 91st day. At such time, the City will assume all rights, assets, liabilities and obligations of the District (including all obligations to reimburse the developers within the District, as described in Article 5.01(b)(ii)) and the District will not be continued or converted for limited purposes. The City's obligations under Section 3.02(b) shall survive full-purpose annexation of territory within the District and dissolution of the District.

G. Additional Section 5.05. Section 5.05 is added to the Strategic Partnership Agreement:

5.05 District Issuing Bonds. The District may issue bonds for the purpose of purchasing and constructing, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, parks and recreational facilities, and street, road and bridge facilities or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. Such bonds will expressly provide that the District reserves the right to redeem the bonds on any interest-payment date subsequent to the fifteenth (15th) anniversary of the date of issuance without premium and will be sold only after the taking of public bids therefor, and none of such bonds,

other than refunding bonds, will be sold for less than 95% of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given. The resolution authorizing the issuance of the District's bonds will contain a provision that any pledge of the revenues from the operation of the District's water and sewer and/or drainage system to the payment of the District's bonds will terminate when and if the City dissolves the District and assumes all of the obligations of the District. Any refunding bonds of the District must provide for a minimum of three percent present value savings and no maturity of the refunding bonds may extend beyond the latest maturity of the refunded bonds, unless approved by the City in writing prior to the sale thereof.

H. Effect of Amendments. Except as specifically provided in this Amendment, the terms of the Original Strategic Partnership Agreement continue to govern the rights and obligations of the Parties, and all terms of the Original Strategic Partnership remain in full force and effect. If there is any conflict or inconsistency between this Amended Agreement the Original Strategic Partnership Agreement, this Amended Agreement control and modify the Original Strategic Partnership Agreement.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the undersigned Parties have executed this Amended Agreement effective as of the date first written above.

CITY OF TOMBALL, TEXAS

Mayor

ATTEST:

City Secretary

TOMBALL ECONOMIC DEVELOPMENT
CORPORATION

President

HARRIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 273

President, Board of Directors

ATTEST:

Secretary, Board of Directors

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

 This instrument was acknowledged before me on this the ____ day of
_____, by _____, Mayor of the City of Tomball,
Texas, on behalf of said city.

Notary Public, State of Texas

(NOTARY SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

 This instrument was acknowledged before me on this the ____ day of
_____, by _____, _____ of the Board
of Directors of Harris County Municipal Utility District No. 273, a political subdivision
of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

(NOTARY SEAL)

T. A. DUCLOS SURVEY
ABSTRACT NO. 1473

Order	DATE	QUANTITY	UNIT PRICE	AMOUNT
1	21.12.20	100.00	10.00	1000.00
2	22.12.20	100.00	10.00	1000.00
3	23.12.20	100.00	10.00	1000.00
4	24.12.20	100.00	10.00	1000.00
5	25.12.20	100.00	10.00	1000.00
6	26.12.20	100.00	10.00	1000.00
7	27.12.20	100.00	10.00	1000.00
8	28.12.20	100.00	10.00	1000.00
9	29.12.20	100.00	10.00	1000.00
10	30.12.20	100.00	10.00	1000.00
11	31.12.20	100.00	10.00	1000.00
12	01.01.21	100.00	10.00	1000.00
13	02.01.21	100.00	10.00	1000.00
14	03.01.21	100.00	10.00	1000.00
15	04.01.21	100.00	10.00	1000.00
16	05.01.21	100.00	10.00	1000.00
17	06.01.21	100.00	10.00	1000.00
18	07.01.21	100.00	10.00	1000.00
19	08.01.21	100.00	10.00	1000.00
20	09.01.21	100.00	10.00	1000.00
21	10.01.21	100.00	10.00	1000.00
22	11.01.21	100.00	10.00	1000.00
23	12.01.21	100.00	10.00	1000.00
24	13.01.21	100.00	10.00	1000.00
25	14.01.21	100.00	10.00	1000.00
26	15.01.21	100.00	10.00	1000.00
27	16.01.21	100.00	10.00	1000.00
28	17.01.21	100.00	10.00	1000.00
29	18.01.21	100.00	10.00	1000.00
30	19.01.21	100.00	10.00	1000.00
31	20.01.21	100.00	10.00	1000.00
32	21.01.21	100.00	10.00	1000.00
33	22.01.21	100.00	10.00	1000.00
34	23.01.21	100.00	10.00	1000.00
35	24.01.21	100.00	10.00	1000.00
36	25.01.21	100.00	10.00	1000.00
37	26.01.21	100.00	10.00	1000.00
38	27.01.21	100.00	10.00	1000.00
39	28.01.21	100.00	10.00	1000.00
40	29.01.21	100.00	10.00	1000.00
41	30.01.21	100.00	10.00	1000.00
42	31.01.21	100.00	10.00	1000.00
43	01.02.21	100.00	10.00	1000.00
44	02.02.21	100.00	10.00	1000.00
45	03.02.21	100.00	10.00	1000.00
46	04.02.21	100.00	10.00	1000.00
47	05.02.21	100.00	10.00	1000.00
48	06.02.21	100.00	10.00	1000.00
49	07.02.21	100.00	10.00	1000.00
50	08.02.21	100.00	10.00	1000.00
51	09.02.21	100.00	10.00	1000.00
52	10.02.21	100.00	10.00	1000.00
53	11.02.21	100.00	10.00	1000.00
54	12.02.21	100.00	10.00	1000.00
55	13.02.21	100.00	10.00	1000.00
56	14.02.21	100.00	10.00	1000.00
57	15.02.21	100.00	10.00	1000.00
58	16.02.21	100.00	10.00	1000.00
59	17.02.21	100.00	10.00	1000.00
60	18.02.21	100.00	10.00	1000.00
61	19.02.21	100.00	10.00	1000.00
62	20.02.21	100.00	10.00	1000.00
63	2			

TABLE 7			
	STRESS	STRAIN	STRESS
1	1000	0.000	1000
2	1000	0.000	1000
3	1000	0.000	1000
4	1000	0.000	1000
5	1000	0.000	1000
6	1000	0.000	1000
7	1000	0.000	1000
8	1000	0.000	1000
9	1000	0.000	1000
10	1000	0.000	1000
11	1000	0.000	1000
12	1000	0.000	1000
13	1000	0.000	1000
14	1000	0.000	1000
15	1000	0.000	1000
16	1000	0.000	1000
17	1000	0.000	1000
18	1000	0.000	1000
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20	1000	0.000	1000
21	1000	0.000	1000
22	1000	0.000	1000
23	1000	0.000	1000
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25	1000	0.000	1000
26	1000	0.000	1000
27	1000	0.000	1000
28	1000	0.000	1000
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30	1000	0.000	1000
31	1000	0.000	1000
32	1000	0.000	1000
33	1000	0.000	1000
34	1000	0.000	1000
35	1000	0.000	1000
36	1000	0.000	1000
37	1000	0.000	1000
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41	1000	0.000	1000
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45	1000	0.000	1000
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79	1000	0.000	1000
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89	1000	0.000	1000
90	1000	0.000	1000
91	1000	0.000	1000
92	1000	0.000	1000
93	1000	0.000	1000
94	1000	0.000	1000
95	1000	0.000	1000
96	1000	0.000	1000
97	1000	0.000	1000
98	1000	0.000	1000
99	1000	0.000	1000
100	1000	0.000	1000

MATCHLINE "B"

MATCHLINE "B"

MATCHLINE "A"

MATCHLINE "A"

TRACT 1
65.6190 ACRES
(2,858,363 SQ. FT.)

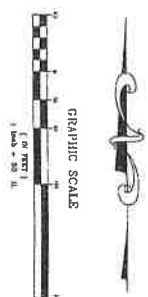
WILLIAM PERKINS SURVEY
ABSTRACT NO. 621

A-K TEXAS VENTURE CAPITAL, L.C.
[H.C.E.F. NO. P573137]
(H.C.E.F. NO. 2015067314)
(H.C.E.F. NO. 20150445201)
(H.C.E.F. NO. 20150674092)
(H.C.E.F. NO. 20150448053)
(H.C.E.F. NO. 20150616072)

BOUDREAU ROAD
(100 R.O.M.)
C.F. NO. 2800150

CANYON GATE • NORTHPOINT,
SECTION FIVE
(FILM CODE NO. 411029, H.C.M.T.)

SHEET 3 OF 4



May 10, 2016

Tract 1

**65.6190 acres of land in the William Perkins Survey, Abstract No. 621,
the T. A. Duclos Survey, Abstract No. 1473,
and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas**

A FIELD NOTE DESCRIPTION of 65.6190 acres (2,858,363 square feet) of land in the Williams Perkins, Survey, Abstract No. 621, in the T. A. Duclos Survey, Abstract No. 1473, and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas; said 65.6190 acre tract of land being several tracts of land conveyed to A-K Venture Capital, L.C., as recorded in Harris County Clerk's File Nos. P577137, 20150073274, 20150446291, 20150424692, 20150446503, 20150446572 and 20150085560; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE at a 5/8-inch iron rod found at the intersection of the south right-of-way line of Boudreaux Estates Drive (previously called Boudreaux Road, 60 feet wide) with the east right-of-way line of Rocky Road (previously called Boudreaux Road, 60 feet wide) for the northwest corner of a 14.8700 acre tract of land conveyed to Greater Life Church, as recorded in Harris County Clerk's File No. P747894;

THENCE, South 02° 42' 23" East with the east right-of-way line of said Rocky Road, at a distance of 508.47 pass a point at the intersection of the east right-of-way line of said Rocky Road with the north right-of-way line of State Highway 99 (Grand Parkway, right-of-way width varies), as recorded in Harris County Clerk's File No. 20130635661 and continuing for a total distance of 1,125.13 feet to a TXDOT monument disk found at the intersection of the east right-of-way line of said Rocky Road with the south right-of-way line of said State Highway 99 for a northwest corner and the POINT OF BEGINNING of this tract;

THENCE, North 87° 08' 44" East - 3.45 feet with a south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an interior corner of this tract;

THENCE, North 02° 28' 32" West - 66.98 feet with an east right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 42° 34' 59" East - 50.02 feet with the southeast right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 88° 01' 15" East - 1,169.62 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, South 73° 26' 35" East - 26.19 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 88° 01' 15" East - 30.30 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for the beginning of a non-tangent curve to the right;

THENCE, in a southeasterly direction with the south right-of-way line of said State Highway 99 and with said non-tangent curve to the right having a radius of 1,030.79 feet, a central angle of 22° 58' 29", a length of 413.33 feet and a chord bearing South 60° 10' 38" East – 410.57 feet to a 5/8-inch iron rod found in the southwest right-of-way line of State Highway 249 (width varies) for the northeast corner of this tract;

THENCE, in a southeasterly direction with the southwest right-of-way line of said State Highway 249 and with a non-tangent curve to the right having a radius of 1,379.00 feet, a central angle of 01° 37' 30", a length of 39.11 feet and a chord bearing South 23° 20' 16" East – 39.11 feet to a 5/8-inch iron rod with cap stamped "T.E.A.M." found for the end of said curve;

THENCE, South 22° 44' 12" East – 154.41 feet with the southwest right-of-way line of said State Highway 249 to a TXDOT monument disk found for a point-of-curvature;

THENCE, in a southeasterly direction with the southwest right-of-way line of said State Highway 249 and with a curve to the left having a radius of 1,512.00 feet, a central angle of 12° 29' 50", a length of 329.80 feet and a chord bearing South 28° 59' 08" East – 329.14 feet to a TXDOT monument disk found for the end of said curve;

THENCE, South 35° 12' 22" East – 395.67 feet with the southwest right-of-way line of said State Highway 249 to a TXDOT monument disk found at the northeast end of a cutback at the intersection of the southwest right-of-way line of said State Highway 249 with the northwest right-of-way line of Boudreaux Road (100 feet wide), as recorded in Harris County Clerk's File No. D900150 for a southeast corner of this tract;

THENCE, South 08° 39' 54" West – 53.94 feet with said cutback to a TXDOT monument disk found at the southwest end of said cutback for a southeast corner of this tract;

THENCE, South 58° 19' 09" West – 791.84 feet with the northwest right-of-way line of said Boudreaux Road to a 5/8-inch iron rod found for the beginning of a non-tangent curve to the right;

THENCE, in a westerly direction with the north right-of-way line of said Boudreaux Road and with said non-tangent curve to the right having a radius of 2,750.00 feet, a central angle of 28° 57' 23", a length of 1,389.80 feet and a chord bearing South 72° 50' 56" West – 1,375.06 feet to a 5/8-inch iron rod found at the intersection of the north right-of-way line of said Boudreaux Road with the east right-of-way line of said Rocky Road for the southwest corner of this tract;

THENCE, North 02° 42' 23" West – 1,732.43 feet with the east right-of-way line of said Rocky Road to the POINT OF BEGINNING and containing 65.6190 acres (2,858,363 square feet) of land.

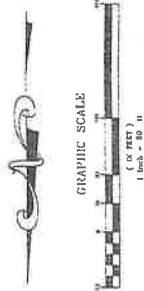
Note: This metes-and-bounds description was written in conjunction with a survey performed on even date.

COMPILED BY:
TEXAS ENGINEERING AND MAPPING
Civil Engineers - Land Surveyors
Stafford, Texas
Firm Registration No. 10119000
Job No. 356-181
356-181_South_Tract_R1.doc




Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776

Exhibit "A"



TIME TABLE

LEG	RELATIVE	STATION
1	0	0.0000
2	1	0.0000
3	2	0.0000
4	3	0.0000
5	4	0.0000
6	5	0.0000
7	6	0.0000
8	7	0.0000
9	8	0.0000
10	9	0.0000
11	10	0.0000
12	11	0.0000
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14	13	0.0000
15	14	0.0000
16	15	0.0000
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18	17	0.0000
19	18	0.0000
20	19	0.0000
21	20	0.0000
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23	22	0.0000
24	23	0.0000
25	24	0.0000
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27	26	0.0000
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29	28	0.0000
30	29	0.0000
31	30	0.0000
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42	41	0.0000
43	42	0.0000
44	43	0.0000
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47	46	0.0000
48	47	0.0000
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91	90	0.0000
92	91	0.0000
93	92	0.0000
94	93	0.0000
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100	99	0.0000

ABSTRACT NO. 1473

LEG	RELATIVE	STATION
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5	4	0.0000
6	5	0.0000
7	6	0.0000
8	7	0.0000
9	8	0.0000
10	9	0.0000
11	10	0.0000
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65	64	0.0000
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92	91	0.0000
93	92	0.0000
94	93	0.0000
95	94	0.0000
96	95	0.0000
97	96	0.0000
98	97	0.0000
99	98	0.0000
100	99	0.0000

MATCHLINE "B"

WILLIAM PERKINS SURVEY
ABSTRACT NO. 621

BOUDREAU ROAD
(100 R.O.M.)
(R.C.C.P. NO. 0000150)

CANYON GATE & NORTHPOINT.
SECTION FIVE
(R.M. CHAS. NO. 411888, 11 C.M.R.)

TRACT 1
65.6190 ACRES
(2,858,363 SQ. FT.)

A-E TEXAS MINER CAPITAL, L.C.
(L.C.C.F. NO. 201000224)
(L.C.C.F. NO. 201000225)
(L.C.C.F. NO. 201000226)
(L.C.C.F. NO. 201000227)
(L.C.C.F. NO. 201000228)

MATCHLINE "A"

MATCHLINE "B"

SHEET 3 OF 4

May 10, 2016

Tract 1

65.6190 acres of land in the William Perkins Survey, Abstract No. 621, the T. A. Duclos Survey, Abstract No. 1473, and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas

A FIELD NOTE DESCRIPTION of 65.6190 acres (2,858,363 square feet) of land in the Williams Perkins Survey, Abstract No. 621, in the T. A. Duclos Survey, Abstract No. 1473, and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas; said 65.6190 acre tract of land being several tracts of land conveyed to A-K Venture Capital, L.C., as recorded in Harris County Clerk's File Nos. P577137, 20150073274, 20150446291, 20150424692, 20150446503, 20150446572 and 20150085560; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE at a 5/8-inch iron rod found at the intersection of the south right-of-way line of Boudreaux Estates Drive (previously called Boudreaux Road, 60 feet wide) with the east right-of-way line of Rocky Road (previously called Boudreaux Road, 60 feet wide) for the northwest corner of a 14.8700 acre tract of land conveyed to Greater Life Church, as recorded in Harris County Clerk's File No. P747894;

THENCE, South 02° 42' 23" East with the east right-of-way line of said Rocky Road, at a distance of 508.47 pass a point at the intersection of the east right-of-way line of said Rocky Road with the north right-of-way line of State Highway 99 (Grand Parkway, right-of-way width varies), as recorded in Harris County Clerk's File No. 20130635661 and continuing for a total distance of 1,125.13 feet to a TXDOT monument disk found at the intersection of the east right-of-way line of said Rocky Road with the south right-of-way line of said State Highway 99 for a northwest corner and the POINT OF BEGINNING of this tract;

THENCE, North 87° 08' 44" East - 3.45 feet with a south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an interior corner of this tract;

THENCE, North 02° 28' 32" West - 66.98 feet with an east right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 42° 34' 59" East - 50.02 feet with the southeast right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 88° 01' 15" East - 1,169.62 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, South 73° 26' 35" East - 26.19 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 88° 01' 15" East - 30.30 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for the beginning of a non-tangent curve to the right;

THENCE, in a southeasterly direction with the south right-of-way line of said State Highway 99 and with said non-tangent curve to the right having a radius of 1,030.79 feet, a central angle of 22° 58' 29", a length of 413.33 feet and a chord bearing South 60° 10' 38" East - 410.57 feet to a 5/8-inch iron rod found in the southwest right-of-way line of State Highway 249 (width varies) for the northeast corner of this tract;

THENCE, in a southeasterly direction with the southwest right-of-way line of said State Highway 249 and with a non-tangent curve to the right having a radius of 1,379.00 feet, a central angle of 01° 37' 30", a length of 39.11 feet and a chord bearing South 23° 20' 16" East - 39.11 feet to a 5/8-inch iron rod with cap stamped "T.E.A.M." found for the end of said curve;

THENCE, South 22° 44' 12" East - 154.41 feet with the southwest right-of-way line of said State Highway 249 to a TXDOT monument disk found for a point-of-curvature;

THENCE, in a southeasterly direction with the southwest right-of-way line of said State Highway 249 and with a curve to the left having a radius of 1,512.00 feet, a central angle of 12° 29' 50", a length of 329.80 feet and a chord bearing South 28° 59' 08" East - 329.14 feet to a TXDOT monument disk found for the end of said curve;

THENCE, South 35° 12' 22" East - 395.67 feet with the southwest right-of-way line of said State Highway 249 to a TXDOT monument disk found at the northeast end of a cutback at the intersection of the southwest right-of-way line of said State Highway 249 with the northwest right-of-way line of Boudreaux Road (100 feet wide), as recorded in Harris County Clerk's File No. D900150 for a southeast corner of this tract;

THENCE, South 08° 39' 54" West - 53.94 feet with said cutback to a TXDOT monument disk found at the southwest end of said cutback for a southeast corner of this tract;

THENCE, South 58° 19' 09" West - 791.84 feet with the northwest right-of-way line of said Boudreaux Road to a 5/8-inch iron rod found for the beginning of a non-tangent curve to the right;

THENCE, in a westerly direction with the north right-of-way line of said Boudreaux Road and with said non-tangent curve to the right having a radius of 2,750.00 feet, a central angle of 28° 57' 23", a length of 1,389.80 feet and a chord bearing South 72° 50' 56" West - 1,375.06 feet to a 5/8-inch iron rod found at the intersection of the north right-of-way line of said Boudreaux Road with the east right-of-way line of said Rocky Road for the southwest corner of this tract;

THENCE, North 02° 42' 23" West - 1,732.43 feet with the east right-of-way line of said Rocky Road to the POINT OF BEGINNING and containing 65.6190 acres (2,858,363 square feet) of land.

Note: This metes-and-bounds description was written in conjunction with a survey performed on even date.

Brian Nesvadbha
Registered Professional Land Surveyor
State of Texas No. 5776



COMPILED BY:
TEXAS ENGINEERING AND MAPPING
Civil Engineers - Land Surveyors
Stafford, Texas
Firm Registration No. 10119000
Job No. 356-181
356-181_South_Tract_R1.doc

Exhibit "B"

EXHIBIT B



Revised District Boundary Description - 136.0984 acres in three (3) tracts.
CLARK-GEOGRAM INC.
LAND SURVEYORS

November 24, 1998

FIELD NOTES

Harris County M.U.D. 273

Description of 111.8884 acres out of the William Perkins Survey, Abstract No. 621, the C. Hall Survey, Abstract No. 1639 and the T. Duclos Survey, Abstract No. 1473, located in Harris County, Texas and being more fully described by metes and bounds as follows (with bearings referenced to the Partial Replat of Westbourne, Section One, as recorded in Volume 316, Page 49 of the Harris County Map Records):

BEGINNING at a point in the south right-of-way line of Boudreaux Road marking the southwest corner of a tract conveyed to Harris County for the extension of said Boudreaux Road (recorded in Harris County Clerk's File No. D900150) and being the southwest corner of the herein described tract;

THENCE, North 02° 51' 58" West, along a west line of said Boudreaux Road extension right-of-way tract, a distance of 20.00 feet to a point for corner;

THENCE, North 87° 19' 27" East, along a north line of said Boudreaux Road extension right-of-way tract, a distance of 30.00 feet to a point in the east right-of-way line of existing Boudreaux Road;

THENCE, North 02° 41' 05" West, along the east right-of-way line of said existing Boudreaux Road, a distance of 2938.09 feet to an angle point in said right-of-way line and being the northwest corner of the herein described tract;

THENCE, North 87° 36' 57" East, along the southerly right-of-way line of said Boudreaux Road, a distance of 1316.59 feet to a point for the northeast corner of the herein described tract;

THENCE, South 16° 08' 15" East, along an east line of the herein described tract, a distance of 508.78 feet to the point of curvature of a curve to the left;

THENCE, southeasterly, along the arc of said curve to the left having a radius of 2954.79 feet, through a central angle of 15° 30' 02" (the chord bears South 23° 53' 16" East a distance of 796.94 feet), an arc length of 799.38 feet to the point of tangency of said curve;

THENCE, South 31° 38' 17" East, along an easterly line of the herein described tract, a distance of 1929.39 feet to the point of curvature of a curve to the left;

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Harris County M.U.D. 273

THENCE, southeasterly, along the arc of said curve to the left having a radius of 2954.79 feet, through a central angle of $04^{\circ} 18' 37''$ (the chord bears South $33^{\circ} 47' 35''$ East a distance of 222.23 feet), an arc length of 222.29 feet to a point for corner;

THENCE, South $58^{\circ} 21' 43''$ West, a distance of 68.52 feet to a point in the arc of a curve in the southwest right-of-way line of State Highway 249 (variable width);

THENCE, northwesterly, along the southwest right-of-way line of said State Highway 249 and the arc of said curve to the right having a radius of 11,634.16 feet, through a central angle of $02^{\circ} 22' 59''$ (the chord bears North $34^{\circ} 17' 47''$ West a distance of 483.83 feet), an arc length of 483.86 feet to a point of reverse curvature;

THENCE, northwesterly, along the southwest right-of-way line of said State Highway 249 and the arc of said reverse curve to the left having a radius of 1512.89 feet, through a central angle of $02^{\circ} 05' 31''$ (the chord bears North $34^{\circ} 09' 04''$ West a distance of 55.23 feet), an arc length of 55.24 feet to the point of tangency of said reverse curve;

THENCE, North $35^{\circ} 11' 49''$ West, continuing along the southwest right-of-way line of said State Highway 249, a distance of 556.09 feet to a point for the easterly cut back corner located at the south corner of the intersection of said State Highway 249 and the aforementioned Boudreaux Road extension tract;

THENCE, North $75^{\circ} 10' 21''$ West, along a cut back line, a distance of 50.34 feet to a point in the southeast right-of-way line of said Boudreaux Road extension for the most westerly cut back corner located at the aforementioned intersection of said Boudreaux Road extension and State Highway 249;

THENCE, South $58^{\circ} 21' 43''$ West, along the southerly right-of-way line of said Boudreaux Road, a distance of 802.94 feet to the point of curvature of a curve to the right;

THENCE, southwesterly, along the southerly right-of-way line of said Boudreaux Road and the arc of said curve to the right having a radius of 2850.00 feet, through a central angle of $28^{\circ} 57' 45''$ (the chord bears South $72^{\circ} 50' 36''$ West a distance of 1425.36 feet), an arc length of 1440.65 feet to the point of tangency of said curve;

THENCE, South $87^{\circ} 19' 27''$ West, along the southerly right-of-way line of said Boudreaux Road, a distance of 29.92 feet to the POINT OF BEGINNING and containing a computed area of 111.8884 acres of land.

H:\DOC\NFMUD-273\FN.DOC




Thomas Land Surveying
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April 5, 2007

19.0890 Acres

Fieldnotes for 19.0890 acres of land out of the Wilhelm Usener Survey, Abstract No. 820, in Harris County, Texas, consisting of the residue of that certain 19.2528 acre tract of land conveyed to Peter S. Terpstra, Trustee, as described in deed recorded under County Clerk's File No. K910629 of the Real Property Records of Harris County, and the residue of that certain 2.00 acre tract of land conveyed to P. S. Terpstra (1/2 interest) and R. H. Nagy (1/2 interest), as described in deeds recorded under County Clerk's File No(s). J347524 and J347526, respectively, of the said Real Property Records, said 19.0890 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch steel rod found in the North line of Boudreaux Road, based on a 60 foot right-of-way, at the South end of a cut-back line for State Highway No. 249 (right-of-way varies), at the most Southerly Southeast corner of the herein described tract, said point being in the South line of the said 2.00 acre tract, said point also being the Southwest corner of that certain 1.115 acre tract of land conveyed to the State of Texas, as described in deed recorded under County Clerk's File No. N815622 of the said Real Property Records;

Thence, South 87°37'53" West with the North line of said Boudreaux Road and the South line of the said 2.00 acre tract, at 112.01 feet passing the Southwest corner of the said 2.00 acre tract and the most Southerly Southeast corner of the said 19.2528 acre tract, and continuing with the South line of the said 19.2528 acre tract in all, a total distance of 1158.61 feet to a 5/8 inch steel rod with cap set for the Southwest corner of the said 19.2528 acre tract and the herein described tract, said point also being the Southeast corner of that certain 2.272 acre tract of land conveyed to Alton Sargent and wife, Jo Ann Sargent, as described in deed recorded under County Clerk's File No. F787545 of the said Real Property Records, said tract of land also known as Reserve "A" of Boudreaux Estates, Section 3 (an unrecorded subdivision);

Thence, North 02°43'14" West, 737.93 feet with the East line of said Boudreaux Estates, Section 3 and the West line of the said 19.2528 acre tract to a 5/8 inch steel rod found marking the Northwest corner of the said 19.2528 acre tract and the herein described tract, said point being in the East line of Lot 79 of said Boudreaux Estates, Section 3, said point also being the Southwest corner of the residue of that certain 5.0600 acre tract of land conveyed to L. D. Neidigk, et ux and Roy L. Bayne, et ux, as described in deed recorded under County Clerk's File No. M467117 of the said Real Property Records;

Thence, North 87°42'00" East, 1067.62 feet with the South line of the said 5.0600 acre tract and the North line of the said 19.2528 acre tract to an "X" in concrete found in the West line of said State Highway No. 249 marking the Northeast corner of the herein described tract, said point being the Northwest corner of that certain 1.055 acre tract of land conveyed to the State of Texas, as described in deed recorded under County Clerk's File No. N815624 of the said Real Property Records, said point also being in the arc of a non-tangent curve to the right, having a radius of 2849.79 feet and a central angle of 01°33'06";

Thence, in a Southerly direction, with the West line of said State Highway No. 249, and with the said curve to the right having a radius of 2849.79 feet (chord bearing South 12°29'30" East, 77.18 feet), an arc distance of 77.18 feet to a 5/8 inch steel rod with aluminum (TxDOT) cap found at a point of tangency;

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19.0890 Acres
April 5, 2007
Page 2

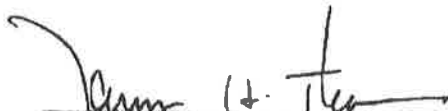
Thence, continuing with the West line of said State Highway No. 249, South $11^{\circ}42'57''$ East, 424.03 feet to a 5/8 inch steel rod with cap set at a point of curve to the left, having a radius of 1542.89 feet and a central angle of $06^{\circ}39'37''$;

Thence, continuing with the West line of said State Highway No. 249, and with the said curve to the left having a radius of 1542.89 feet (chord bearing $15^{\circ}02'45''$ East, 179.25 feet), an arc distance of 179.35 feet to a 5/8 inch steel rod found at a point of tangency;

Thence, continuing with the West line of said State Highway No. 249, South $18^{\circ}22'34''$ East, 26.76 feet to a 5/8 inch steel rod set at the Northerly end of the aforesaid cut-back line for Boudreaux Road, said point being the most Easterly Southeast corner of the herein described tract;

Thence, South $36^{\circ}32'42''$ West, 53.53 feet with the said cut-back line to the PLACE OF BEGINNING and containing 19.0890 acres or 831,516 square feet of land, more or less.

This description is based on the land title survey and plat (Job No. 07-15204) made under the direction of James H. Thomas, Registered Professional Land Surveyor on April 4, 2007.


James H. Thomas, R.P.L.S. No. 5736



FRONTIER SURVEYORS, INC.
990 VILLAGE SQUARE G-200
TOMBALL, TEXAS 77375
PHONE (281) 351-7153 FAX (281) 351-7997

METES AND BOUNDS
TRACT I

August 16, 2002

BEING 5.112 acres of land comprising of Lot 199, Lot 200, Lot 201 and Reserve "B", of Boudreaux Estates, Section Three, an unrecorded subdivision situated in the North one-half of the August Senechal Survey, Abstract Number 722, Harris County, Texas, and being the same Lot 201 and the North $\frac{1}{2}$ of Lot 200 as described under Harris County Clerk's File Number K017806, Lot 199 and the South $\frac{1}{2}$ of Lot 200 as described under Harris County Clerk's File Number K017807, and Reserve "B" as described under Harris County Clerk's File Number H433378, of the said unrecorded subdivision. (Bearing basis as described in said Harris County Clerk's File Number K017807 North $12^{\circ}51'07''$ East, along the West line.) said 5.112 acre tract of land being described by Metes and Bounds as follows:

BEGINNING: at a set $\frac{3}{4}$ inch iron rod in the West right-of-way of Boudreaux Road for the Southeast corner of the herein described tract, the Southeast corner of the said Reserve "B" and the Northeast corner of a 314.781 acre tract of land described under Harris County Clerk's File Number J059251 and from said corner a found $\frac{1}{2}$ inch iron rod bears South $03^{\circ}00'32''$ West, a distance of 0.62 feet;

THENCE: North $89^{\circ}48'05''$ West, with the North line of the said 314.781 acre tract of land, the South line of said Reserve "B" and the South line of said Lot 199, a distance of 692.22 feet, to a found $\frac{1}{2}$ inch iron rod in the East line of Boudreaux Circle (60 feet wide) for the Southwest corner of the herein described tract and the Southwest corner of said Lot 199;

THENCE: North $12^{\circ}51'07''$ East, a distance of 448.03 feet, with the said East line of said Boudreaux Circle (60 feet wide), the East line of said Lot 199, Lot 200 and Lot 201, to a found $\frac{1}{2}$ inch iron rod for the Northwest corner of the herein described tract, the Northwest corner of said Lot 201, in the South line of Boudreaux Estates Drive. (60 feet wide);

2002-104

THENCE: South 70°43'20" East, a distance of 502.00 feet, with the said South line of Boudreaux Estates Drive, the North line of said Lot 201 and the North line of said Reserve "B" to a found ½ inch iron rod for an angle point;

THENCE: continuing with the South line of Boudreaux Estates Drive and the North line of said Reserve "B", South 89°46'12" East, a distance of 120.00 feet to a found ½ inch iron rod at the intersection of the said South line of Boudreaux Estates Drive and the said West line of Boudreaux Road, for the Northeast corner of the herein described tract and the Northeast corner of the said Reserve "B";

THENCE: South 00°16'14" West, a distance of 273.00 feet, with the said West line of Boudreaux Road and the East line of said Reserve "B" to the PLACE OF BEGINNING and containing 5.112 acres of land.

This is to certify that this description of land represents an actual survey made on the ground under my supervision, as shown by the accompanying plat and substantially complies with the current Texas Society of Professional Land Surveyors Standards and Specifications for a Category 1A, Condition III, Survey.

William L. Anderson
WILLIAM L. ANDERSON
PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 2053



WLA/KLD
2002-104

Exhibit "C"

AMENDED STRATEGIC PARTNERSHIP AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This **AMENDED STRATEGIC PARTNERSHIP AGREEMENT** (this "Amended Agreement") is made and entered into, effective as of _____, by and between the **CITY OF TOMBALL, TEXAS**, a home rule municipality of the State of Texas (the "City") and **HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 273**, a conservation and reclamation district created pursuant to Article XIV, Section 59, Texas Constitution and operating pursuant to Chapters 49 and 54, Texas Water Code (the "District") (collectively, the "Parties").

RECITALS

The District was created for the purpose of providing water, sewer and drainage facilities and recreational and road facilities to the land within its boundaries. The District is located within the extraterritorial jurisdiction ("ETJ") of the City, but is not currently within its corporate limits.

The District, the City, and A-K VENTURE CAPITAL, L.C. ("Developer") entered into a Development Agreement dated November 3, 2014, as amended by First Amendment to Development Agreement dated _____, 2017 (collectively, "Development Agreement"), which provides various agreements by the City which incentivize the immediate development by Developer of a mixed use project known as Grand Parkway Town Center (the "Project").

The provisions of Tex. Local Gov't Code, Section 43.0751 (the "Act") state that the City and the District may enter into a strategic partnership agreement.

The City and the District, after the provision of required notices, held public hearings in compliance with the Act. Based upon public input received at such hearings, the City and the District entered into the original strategic partnership agreement (the "Original Strategic Partnership Agreement") to provide the terms and conditions under which services will be provided to the District by the City and to provide for the limited purpose annexation of certain land by the City. The City adopted the Original Strategic Partnership Agreement and performed the limited purpose annexation on May 11, 2015. The Original Strategic Partnership Agreement was recorded in the Harris County Public Records as 20150194315.

Due to changes in the plan of development by the developer and the timing of annexation by the City and other issues outlined in the First Amendment to the Development Agreement, the Parties wish to enter into this Amended Strategic Partnership Agreement.

The Parties agree to annex for full purposes all of the known commercial property in the District (the "Commercial Tract") pursuant to Tex. Local Gov't Code, Section 43.0751(f)(4) on or before December 31, 2017. A map of the known Commercial Tract of the property in the District is attached as **Exhibit B**.

The Parties wish to enter into this Amended Agreement to amend the terms and conditions under which services will be provided to the District by the City and provide for the terms of full purpose annexation of the Commercial Tract in the District.

The Parties agree that the Original Strategic Partnership Agreement remains in full force and effect and this Amended Agreement simply amends and modifies sections of the Original Strategic Partnership Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the District agree and amend the Original Strategic Partnership Agreement as follows:

A. Addition of Section 1.02. The Original Strategic Partnership Agreement has been amended to add Section 1.02 as follows:

1.02. Additional Findings and conclusions. The City and the District hereby find and declare:

a. The Act authorizes the City and the District to enter into the Original Strategic Partnership Agreement and this Amended Agreement.

b. In compliance with Subsection (p) of the Act, this Amended Agreement (i) does not require the District to provide revenue to the City solely for the purpose of an agreement with the City to forgo annexation of the District, and (ii) provides benefits to each party, including revenue, services, and regulatory benefits which are reasonable and equitable with regard to the benefits provided to the other party.

c. All the terms and conditions contained in this Amended Agreement are lawful and appropriate to provide for the provision of municipal services and annexation.

d. The District is not obligated to make payments to the City for services except as otherwise provided herein.

e. This Amended Agreement has been duly adopted by the City and the District at an open meeting at which members of the public

who wanted to present testimony or evidence regarding the Amended Agreement were given the opportunity to do so.

B. Deletion of Section 2.02. Section 2.02 of the Original Strategic Partnership Agreement "Section 2.02. Property Taxes and District Liability for Debts of the City." is hereby deleted and replaced with the following:

2.02. Full Purpose Annexation of the Commercial Tract/Agreement Not to Annex Other Property. The Parties agree that the City will annex the Commercial Tract in the District for full purposes. A map of the Commercial Tract that will be annexed for full purposes is attached as **Exhibit "B"**. Pursuant to Local Government Code, Section 43.0751(f)(4), the Parties agree the City will annex for full purposes the Commercial Tract and the City will not annex for full purposes any of the residential property in the District, nor will the District make a payment in lieu of the City annexing any residential property into the City for full purposes. The Parties agree that the Commercial Tract in the District be annexed for full purposes on or before December 31, 2017. Any property in the District that is not a part of the Commercial Tract will remain annexed only for limited purposes, and the City agrees not to annex such portion without the District's consent. However, if the owner of any such commercial property in the District requests annexation for full purposes, the District agrees not to withhold its consent, and thereafter the City will consider annexation for full purposes any such property, which shall thereafter be considered a portion of the Commercial Tract.

C. Amended Section 3.01. Section 3.01 of the Original Strategic Partnership Agreement is deleted and replaced with the following amended section:

3.01. Imposition of the City's Sales and Use Tax. The City and its component units shall impose their 2% sales and use tax (the "Sales and Use Tax"), which includes a sales and use tax of 0.5% for property tax reduction, and 0.5% for economic development within the Commercial Tract automatically upon the full-purpose annexation of the Commercial Tract. The Sales and Use Tax shall be automatically imposed on the receipts from the sale and use at retail of taxable items at the rate provided within the City. The Sales and Use Tax shall take effect on the date described in Texas Tax Code, Section 321.102.

D. Amended Section 3.02 (b). Section 3.02(b) of the Original Strategic Partnership Agreement is deleted and replaced with the following amended section:

b. The City shall pay to the District a portion of the remaining 1.0% Sales and Use Tax revenues generated within the boundaries of the Tract and received by the City from the Comptroller after the date of the full purpose annexation on the following schedule:

Beginning of Period	End of Period	Portion of revenue from 1.0% Sales and Use Tax paid to District
Date of limited-purpose annexation of the Tract	December 31 of the year in which the first major anchor store opens on the Tract (the "Initial Period End Date")	100%
January 1 following the Initial Period End Date	5 th anniversary of the Initial Period End Date	100%
January 1 following the 5 th anniversary of the Initial Period End Date	10 th anniversary of the Initial Period End Date	75%
January 1 following the 10 th anniversary of the Initial Period End Date	30 th anniversary of the Initial Period End Date	50%

The District shall have the right to pledge such Sales and Use Tax revenues through the 30th anniversary of the Initial Period End Date. Notwithstanding anything to the contrary in this Agreement, the City's obligation to make payment of the Sales and Use Tax revenues to the District or to honor pledges of such revenues by the District shall survive abolition of the District, and termination of this Agreement.

E. Additional Section 3.02 (e). Subsection e is added to the Strategic Partnership Agreement:

e. A developer or the District will apply to the Tomball Economic Development Corporation, a 4B Economic Development Corporation under Texas Local Government Code Section 505, to request a similar refunding agreement of the 0.5% sales and use tax for economic development to the District, pursuant to the Strategic Partnership Agreement, this Amended Agreement and to the Development Corporation Act, Chapters 501 and 505, Texas Local Government Code. The City agrees to support a developer or District's request to the Tomball Economic Development Corporation.

Amended Section 4.02. Section 4.02 of the Original Strategic Partnership Agreement is deleted and replaced with the following amended section:

4.02. City Services. The City agrees to provide full City services to the Commercial Tract in the District annexed for full purposes, except for wastewater services. The City agrees to provide retail water to the Commercial Tract and agrees to provide emergency services to the Commercial Tract, including fire protection, police protection and all other City emergency services. For any property that is not annexed for full purposes in the District, the City may provide City services, but is not under an obligation to do so.

F. Amended Section 5.04. Section 5.04 of the Original Strategic Partnership Agreement is deleted and replaced with the following amended section:

5.04. Dissolution of the District following the entire District annexed for full-purposes. Upon full purpose annexation of the entire District, including any and all residential property, not just the Commercial Tract, the City shall then act to dissolve the District in accordance with applicable law; provided that, if the City has not dissolved the District within 90 days after all land in the District is annexed for full purposes, the District shall be automatically abolished on the 91st day. At such time, the City will assume all rights, assets, liabilities and obligations of the District (including all obligations to reimburse the developers within the District, as described in Article 5.01(b)(ii)) and the District will not be continued or converted for limited purposes. The City's obligations under Section 3.02(b) shall survive full-purpose annexation of territory within the District and dissolution of the District.

G. Additional Section 5.05. Section 5.05 is added to the Strategic Partnership Agreement:

5.05 District Issuing Bonds. The District may issue bonds for the purpose of purchasing and constructing, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, parks and recreational facilities, and street, road and bridge facilities or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. Such bonds will expressly provide that the District reserves the right to redeem the bonds on any interest-payment date subsequent to the fifteenth (15th) anniversary of the date of issuance without premium and will be sold only after the taking of public bids therefor, and none of such bonds,

other than refunding bonds, will be sold for less than 95% of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given. The resolution authorizing the issuance of the District's bonds will contain a provision that any pledge of the revenues from the operation of the District's water and sewer and/or drainage system to the payment of the District's bonds will terminate when and if the City dissolves the District and assumes all of the obligations of the District. Any refunding bonds of the District must provide for a minimum of three percent present value savings and no maturity of the refunding bonds may extend beyond the latest maturity of the refunded bonds, unless approved by the City in writing prior to the sale thereof.

H. Effect of Amendments. Except as specifically provided in this Amendment, the terms of the Original Strategic Partnership Agreement continue to govern the rights and obligations of the Parties, and all terms of the Original Strategic Partnership remain in full force and effect. If there is any conflict or inconsistency between this Amended Agreement the Original Strategic Partnership Agreement, this Amended Agreement control and modify the Original Strategic Partnership Agreement.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the undersigned Parties have executed this Amended Agreement effective as of the date first written above.

CITY OF TOMBALL, TEXAS

Mayor

ATTEST:

City Secretary

TOMBALL ECONOMIC DEVELOPMENT
CORPORATION

President

HARRIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 273

President, Board of Directors

ATTEST:

Secretary, Board of Directors

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

 This instrument was acknowledged before me on this the ____ day of _____, by _____, Mayor of the City of Tomball, Texas, on behalf of said city.

Notary Public, State of Texas

(NOTARY SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

 This instrument was acknowledged before me on this the ____ day of _____, by _____, _____ of the Board of Directors of Harris County Municipal Utility District No. 273, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

(NOTARY SEAL)

May 10, 2016

Tract 1

**65.6190 acres of land in the William Perkins Survey, Abstract No. 621,
the T. A. Duclos Survey, Abstract No. 1473,
and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas**

A FIELD NOTE DESCRIPTION of 65.6190 acres (2,858,363 square feet) of land in the Williams Perkins, Survey, Abstract No. 621, in the T. A. Duclos Survey, Abstract No. 1473, and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas; said 65.6190 acre tract of land being several tracts of land conveyed to A-K Venture Capital, L.C., as recorded in Harris County Clerk's File Nos. P577137, 20150073274, 20150446291, 20150424692, 20150446503, 20150446572 and 20150085560; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE at a 5/8-inch iron rod found at the intersection of the south right-of-way line of Boudreaux Estates Drive (previously called Boudreaux Road, 60 feet wide) with the east right-of-way line of Rocky Road (previously called Boudreaux Road, 60 feet wide) for the northwest corner of a 14.8700 acre tract of land conveyed to Greater Life Church, as recorded in Harris County Clerk's File No. P747894;

THENCE, South 02° 42' 23" East with the east right-of-way line of said Rocky Road, at a distance of 508.47 pass a point at the intersection of the east right-of-way line of said Rocky Road with the north right-of-way line of State Highway 99 (Grand Parkway, right-of-way width varies), as recorded in Harris County Clerk's File No. 20130635661 and continuing for a total distance of 1,125.13 feet to a TXDOT monument disk found at the intersection of the east right-of-way line of said Rocky Road with the south right-of-way line of said State Highway 99 for a northwest corner and the POINT OF BEGINNING of this tract;

THENCE, North 87° 08' 44" East - 3.45 feet with a south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an interior corner of this tract;

THENCE, North 02° 28' 32" West - 66.98 feet with an east right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 42° 34' 59" East - 50.02 feet with the southeast right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 88° 01' 15" East - 1,169.62 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, South 73° 26' 35" East - 26.19 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 88° 01' 15" East - 30.30 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for the beginning of a non-tangent curve to the right;

THENCE, in a southeasterly direction with the south right-of-way line of said State Highway 99 and with said non-tangent curve to the right having a radius of 1,030.79 feet, a central angle of 22° 58' 29", a length of 413.33 feet and a chord bearing South 60° 10' 38" East -- 410.57 feet to a 5/8-inch iron rod found in the southwest right-of-way line of State Highway 249 (width varies) for the northeast corner of this tract;

THENCE, in a southeasterly direction with the southwest right-of-way line of said State Highway 249 and with a non-tangent curve to the right having a radius of 1,379.00 feet, a central angle of 01° 37' 30", a length of 39.11 feet and a chord bearing South 23° 20' 16" East -- 39.11 feet to a 5/8-inch iron rod with cap stamped "T.E.A.M." found for the end of said curve;

THENCE, South 22° 44' 12" East -- 154.41 feet with the southwest right-of-way line of said State Highway 249 to a TXDOT monument disk found for a point-of-curvature;

THENCE, in a southeasterly direction with the southwest right-of-way line of said State Highway 249 and with a curve to the left having a radius of 1,512.00 feet, a central angle of 12° 29' 50", a length of 329.80 feet and a chord bearing South 28° 59' 08" East -- 329.14 feet to a TXDOT monument disk found for the end of said curve;

THENCE, South 35° 12' 22" East -- 395.67 feet with the southwest right-of-way line of said State Highway 249 to a TXDOT monument disk found at the northeast end of a cutback at the intersection of the southwest right-of-way line of said State Highway 249 with the northwest right-of-way line of Boudreaux Road (100 feet wide), as recorded in Harris County Clerk's File No. D900150 for a southeast corner of this tract;

THENCE, South 08° 39' 54" West -- 53.94 feet with said cutback to a TXDOT monument disk found at the southwest end of said cutback for a southeast corner of this tract;

THENCE, South 58° 19' 09" West -- 791.84 feet with the northwest right-of-way line of said Boudreaux Road to a 5/8-inch iron rod found for the beginning of a non-tangent curve to the right;

THENCE, in a westerly direction with the north right-of-way line of said Boudreaux Road and with said non-tangent curve to the right having a radius of 2,750.00 feet, a central angle of 28° 57' 23", a length of 1,389.80 feet and a chord bearing South 72° 50' 56" West -- 1,375.06 feet to a 5/8-inch iron rod found at the intersection of the north right-of-way line of said Boudreaux Road with the east right-of-way line of said Rocky Road for the southwest corner of this tract;

THENCE, North 02° 42' 23" West -- 1,732.43 feet with the east right-of-way line of said Rocky Road to the POINT OF BEGINNING and containing 65.6190 acres (2,858,363 square feet) of land.

Note: This metes-and-bounds description was written in conjunction with a survey performed on even date.

COMPILED BY:
TEXAS ENGINEERING AND MAPPING
Civil Engineers - Land Surveyors
Stafford, Texas
Firm Registration No. 10119000
Job No. 356-181
356-181_South_Tract_R1.doc



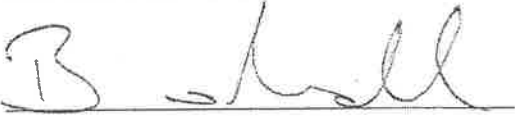

Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776

Exhibit "D"

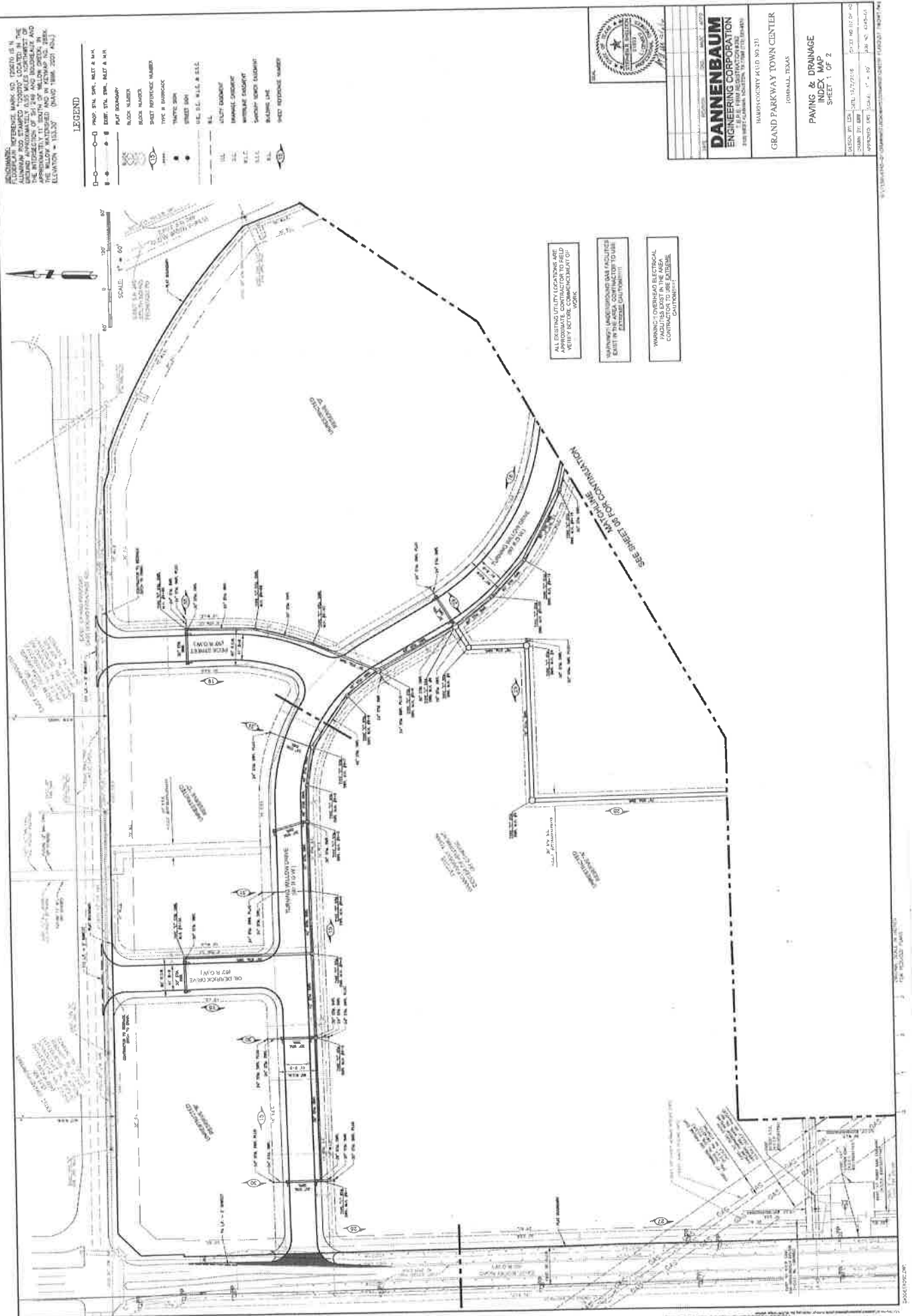


Exhibit "E"

Exhibit "F"

Planned Development District (PDD)

I. INTRODUCTION

This planned unit development application was prepared on behalf of NewQuest Properties pursuant to the City of Tomball ordinances related to Planned Development District (PDD). The purpose of this Grand Parkway Town Center PDD document is to encourage flexibility in the use and development of the land in order to promote the most appropriate design. These requirements will help to facilitate the development of a commercial project that will service the surrounding communities. Through a combination of high quality architectural standards, attractive landscaping and careful attention to detail the project will create a strong presence in the community.

The development and operation of the property described herein shall be governed solely by the terms of this PDD for purposes of Chapter 50 of the City of Tomball Code of Ordinances. In the event of any conflicts between the terms and provisions of this PDD and the terms and provisions of the City of Tomball Code of Ordinances, present or future, the terms and provisions of the PDD shall supersede and control. No provision of Chapter 50 of the City of Tomball Code of Ordinances, as such may be amended from time to time, shall prevent the development or operation of the property so long as the terms and provisions of the PDD are satisfied. To the extent this document does not address subject matter governed by Sec. 50-77 of the City of Tomball Code of Ordinances, the provisions of Sec. 50-77 in effect as of the date of this document shall apply to the project.

II. EXISTING CONDITIONS

A. Physical Opportunities and Constraints

Located at the southwest corner of the intersection of State Highway 249 and Grand Parkway, the project is composed of 65.6190 acres. It is just north of Boudreaux Road and the Northpointe subdivision and east of Rocky Road. Refer to Exhibit A - Area Location Map, Tract 1 on Exhibit B - Project Survey, and Exhibit C - Legal Description.

Located along the southwestern corner of the site are a thirty five (35) foot wide pipeline easement and a fifty (50) foot wide pipeline easement that extend diagonally from Rocky Road to Boudreaux Road. The site is currently undeveloped and in a rough graded condition. Please refer to Exhibit B, Project Survey for all existing conditions.

B. Surrounding Land Use

The mix of land uses that surround the project range from single family residential to commercial uses. Immediately west and north of the project is undeveloped land. To the east, across S.H. 249, is Graceview Baptist Church. Southeast is a variety of commercial uses including an automobile dealership as well as an auto repair facility south of the site is Northpointe, a single family development. More rural residential development is located to the southwest of the site. The surrounding land uses can be seen on Exhibit A, Area Location Map, located in the exhibits section of this document.

III. PROJECT DESCRIPTION

A. Compliance with Comprehensive Plan

The City of Tomball's Comprehensive Plan does not designate a specific land use for this parcel. However, the proposed commercial development is consistent with existing development along S.H. 249 as well as along Grand Parkway.

B. Plan Description

The Concept Plan is proposing various retail and commercial uses, including multiple large anchor tenants, a large grocery store with attached retail and a fuel center, various pad sites for banks and restaurants, a pharmacy and similar single tenant development. The southwest portion of the site is proposed as various commercial uses. A large detention pond will be located toward the center of the site to provide the necessary detention within the development. The Concept Plan for the Grand Parkway Town Center PDD is included as Exhibit D in the exhibit section of this

document. With potential shift in the market conditions of the area, changes may be made to the Concept Plan per Article III, Section E (12) below.

Access to the site may be taken from the frontage roads for the Grand Parkway and/or from S.H. 249. Local traffic will be able to access the site from Rocky Road and Boudreux Road. Adequate internal circulation will be provided within the site to ensure appropriate access and internal connectivity between uses. This includes an internal 60' right of way connecting to Rocky Road and Boudreux Road in the locations depicted on the Concept Plan. The proposed pad sites will primarily be situated immediately adjacent to Grand Parkway and S.H. 249 while the large anchor tenants will be both internal to the site and at the intersection of the major thoroughfares.

The project will be developed with a consistent signage and landscaping plan that will create cohesiveness amongst the various users as well as help to unify the project and create an aesthetically pleasing destination for residents and visitors to the area.

C. General Project Character

1. **Buildings:** All buildings within the project shall be constructed of typical materials used on similar projects in the area. The materials and colors of each building shall be complementary to the surrounding project. No further restrictions shall apply to the size, location or materials of the buildings within the project.
2. **Access & Mobility:** The project will take primary access from Grand Parkway and S.H. 249 and secondary access from Rocky Road and Boudreaux Road.
3. **Parks Dedication:** No designated park land or fee in lieu thereof or open space dedication is required within the project.

D. Zoning

1. **Current and Surrounding Zoning:** The property and all surrounding property are currently outside the city limits of the City of Tomball and are therefore are not within any zoning district.
2. **Platting:** The City of Tomball hereby acknowledges that a preliminary plat has been submitted for the project meeting the requirements of Section 50-37 of the Tomball Zoning Ordinance.
3. **Land Uses:** All uses designated as permitted or permitted subject to a conditional use permit (CUP) in a Commercial District (C) as of the date of this PDD shall be allowed by right. For the avoidance of doubt, the current City of Tomball Commercial District ordinance and Use Regulations chart are attached hereto as Exhibit E.

E. Project Development Regulations

With some exceptions contained herein, the project will conform to the development regulations for the Commercial Zoning District as described in Section 50-77 of the Tomball Zoning Ordinance. Any items not specifically addressed below shall revert to the regulations set forth in the Tomball Zoning Ordinance in place at the time the PDD is approved. The below regulations shall apply to all development within the project:

1. **Building Height:** The maximum building height for any building within the PDD shall be one hundred twenty (120) feet. All accessory buildings (as defined in the zoning ordinance) shall be limited to one (1) story in height.
2. **Minimum Building Setbacks:** The below setback shall be adhered to on all development within the PDD

- a. Front Setback (arterial) – Minimum twenty-five (25) feet from front property line (including front property line adjacent to an arterial street).
 - b. Interior Front Setback – Minimum of ten (10) feet from any public right-of-way located within the interior of the project.
 - c. Interior Side Setbacks - When retail or commercial uses are platted adjacent to other retail or commercial uses and integrated into an overall shopping center site, no side yard setback is required.
 - d. Rear Setback - Minimum ten (10) feet from front property line.
 - e. Side Setbacks - Minimum ten (10) feet from the property line.
3. Maximum Lot Coverage:
 - a. Commercial Uses - Maximum lot coverage is 70 percent including main and accessory buildings; maximum 90 percent impervious coverage (including all buildings, parking areas, sidewalks, etc.)
4. Maximum floor area: There is no maximum floor area ratio.
5. Screening, Buffering and Fencing Requirements: All standards listed in Section 50-115 of the Zoning Ordinance must apply with the below exception
 - a. A six (6) foot high tubular steel fence may be permitted at the perimeter of the property if no solid screening wall is required.
 - b. All required screening will be opaque except in the case of garden centers that are attached as an accessory use to the primary retail center. In lieu of opaque screening, garden centers will be required to provide a permanent enclosure but no opacity regulations are required.
6. Supplemental Regulations:
 - a. Temporary Seasonal Sale – With the exception of the regulations listed below, Section 50-116(2)(b) shall be adhered to.
 - i. Temporary seasonal sales may occupy the parking spaces that are required by this chapter for the primary uses of the property for seasonal sales on a temporary basis only, which is a maximum of 30 days per display of seasonal materials and a maximum of seven displays per calendar year, provided parking is adequate and not overloading the streets or adjacent properties
 - ii. Tenants or occupants may conduct occasional sidewalk sales on the sidewalk located immediately in front of the premises such tenant or occupant is then occupying so long as the sidewalk sales do not impair ingress and egress on such sidewalks. Any anchor tenant or grocery store may conduct year round selling on the sidewalk immediately in front of the premises occupied by such anchor tenant or grocery store.
7. Landscaping: Landscaping must be installed in accordance with the landscape plan for the project (See Exhibit F - Landscape Plan). Final location of all planting may shift as final design of the individual parcels is developed, but an amendment to the landscape plan will not be required so long as the total number of trees and shrubs and the overall percentage of landscape area does not change more than ten (10) percent from the approved plan.
8. Lighting: The project will be consistent with the lighting regulations as set forth in the City of Tomball Code of Ordinances. Specific regulations are stated below:
 - a. All lighting shall be directed downward and shielded so as to prevent the direct illumination of public rights-of-way and adjacent properties and to minimize glare. Lighting shall be limited to a maximum of four footcandle along all property lines, unless adjacent to a residential district or use.
9. Facade Overlay District:
 - a. The PDD is not subject to any current or future Overlay District
10. Parking: The project will comply with the parking requirements listed below:

- a. All Retail and Grocery uses - 4 spaces per 1000 sq ft.
- b. Home Improvements Center – 2.5 spaces per 1000 sq. ft.
- c. Eating Establishment – 8 space per 1000 sq. ft.
- d. Bank/Financial Institution – 3 spaces per 1000 sq. ft.
- e. Office - 3 spaces per 1000 sq. ft.

11. Public Street:

- a. Any public street must have a minimum sixty (60) foot right of way. Utilities may be provided within the allotted right of way, for utilities not part of the City of Tomball. No additional utility easements will be required if sufficient space is available within the right of way.

12. Changes to Concept Plan: The City Manager or designee shall approve any changes to the concept plan so long as the project continues to be consistent with other first class commercial projects in the area. Changes that do not conform with the foregoing require approval of the Planning and Zoning Commission and City Council.

F. Utilities

Utilities will be provided by Harris County Municipal Utility District No. 273 and Northpointe Water Control and Improvement District and will be coordinated with all applicable agencies.

G. Signage

The project will comply with the signage requirements listed below:

1. Definitions:

- a. Approved Signs: The signage shown on Exhibits G-1 and G-2 attached hereto, plus any signage which is, from time to time, adopted by a National Chain located in the project.
- b. National Chain: A retail business which operates (i) fifty (50) or more units in at least two (2) states under the same trade name, or (ii) twenty-five (25) or more units in the State of Texas under the same trade name.

2. Pylon/Monument Signage: On-premises and off-premises ground signs will be provided in a cohesive manner throughout the Commercial Tract. Please refer to Exhibit G-1 for the proposed locations of Approved Signs and Exhibit G-2 for the signage designs (collectively, the Signage Exhibits). The final locations and design of the Approved Signs may vary depending on the final layout of the Project, and shall be determined by Developer. So long as the maximum size and number of Approved Signs does not differ materially from those depicted in the Signage Exhibits, no amendment to the attached Signage Exhibits will be required, and such signs are part of the Approved Signage. No provision of Chapter 34 of the City of Tomball Code of Ordinances, as such may be amended from time to time, shall prevent the installation of the Approved Signage. All signs depicted in the Signage Exhibits shall be constructed according to the standards of the International Building Code, 2012 edition (nonresidential) (the International Building Code) and any amendments to the International Building Code adopted by the City of Tomball and in effect as of the date of this document.

3. Wall Signs: The maximum horizontal length of any tenant wall sign (including wall signs of National Chains) shall not exceed eighty percent (80%) of the width of such tenant's usable storefront. Storefront width applies to one (1) surface material. If the width of the storefront contains more than one building/façade material, the size limitation shall be determined based on the width of one (1) building/façade material, rather than the combined width of multiple building/façade materials. Except for the foregoing, wall signs shall be allowed within the Project without limitation to the number, size or location of such wall signs.

4. Construction/Advertising Signs: Signs setting forth information concerning a building or other structure under repair or construction or advertising the sale or rental of the premises are permitted so long as the building or

other structure is under repair or construction or so long as the premises is for sale or rent, and no permit shall be required to erect, construct or reconstruct such signs.

5. Temporary Signs: Temporary signs are permitted for advertising grand openings and holiday promotions so long as such temporary signs are removed within sixty (60) days of the date they are installed. Temporary signs shall otherwise be permitted for up to fourteen (14) consecutive days. No permit shall be required to erect, construct or reconstruct such signs.
6. National Chain Signs: Subject to Section G (3) above, the standard signs and logos of a National Chain (including, but not limited to, marquee signs, projecting signs, wall signs and roof signs) shall be permitted so long as such signs and logos do not utilize flashing, moving or audible lights or appurtenances.
7. CEVMS: Changeable electronic variable message signs (CEVMS) are permitted adjacent to state right-of-way so long as such CEVMSs meet the other requirements contained within Chapter 34 of the City of Tomball Code of Ordinances.
8. Signs Permits: The foregoing notwithstanding, the City of Tomball may issue permits for signage in the project, but only to ensure the requirements of this Section G have been satisfied. If the NewQuest Properties, or its affiliate, certifies to the City that any signage in the project satisfies the requirements of this Section G, the City shall issue permits for the signage within ten (10) days thereafter.

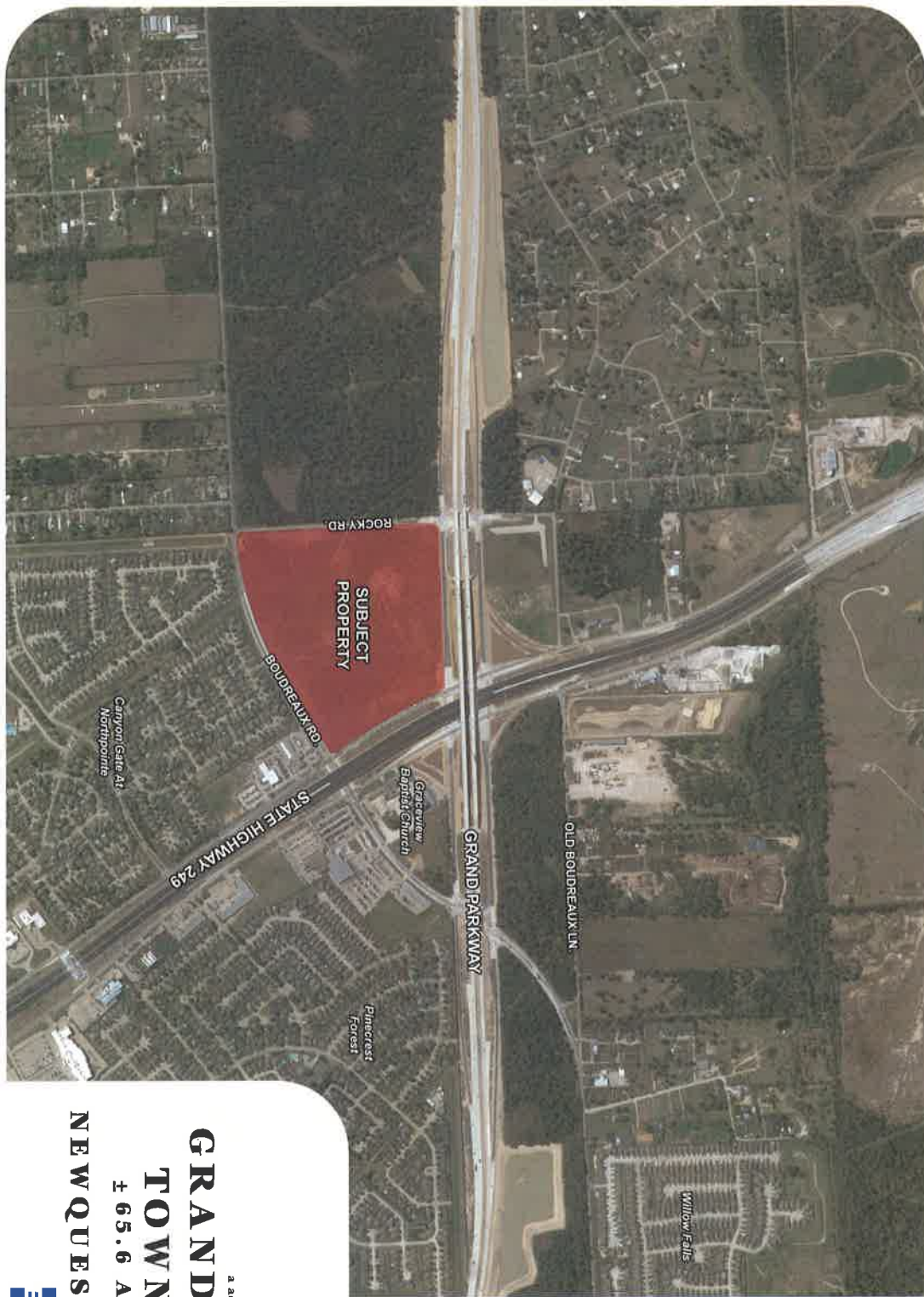
H. Development Schedule

It is anticipated that Grand Parkway Town Center PDD will be developed in multiple phases over a three (3) year period. The Concept Plan is conceptual in nature and the location and size of the buildings may change in response to market driven forces. The location and timing of the phases is dependent upon market driven forces and the City of Tomball shall approve any future changes to location of timing of the phases and/or the Concept Plan so long as the project is consistent with other first class commercial projects in the area.

I. Exhibits

- A. Area Map
- B. Survey
- C. Legal Description
- D. Master Site Plan
- E. Sec. 50-77 – Commercial District (C) & Sec. 50-82 – Use regulations (charts)
- F. Landscape Plan
- G. Signage Exhibits

Exhibit "A"



THIS MAP IS A PRELIMINARY REPRESENTATION FOR INFORMATION PURPOSES ONLY AND IS SUBJECT TO CHANGE. CLIENTS AND BOEING ARE ADVISED THAT THIS MAP IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. BOEING AND KERRY R. GILBERT & ASSOCIATES SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS MAP. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION PURPOSES ONLY AND IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED. BOEING AND KERRY R. GILBERT & ASSOCIATES SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS MAP. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION PURPOSES ONLY AND IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED.

EXHIBIT A

GRAND PARKWAY TOWN CENTER ± 65.6 ACRES OF LAND NEWQUEST PROPERTIES

a acre map exhibit for

OPTION A

prepared for

BOE
KERRY R. GILBERT
& ASSOCIATES

Land Planning Consultants -

23501 Chico Ranch Blvd., Suite A-280
Katy, Texas 77654
Tel: 281-570-0400

7000 Mark West, Suite 304
Austin, TX 78731
Tel: 512-860-4511

NOT TO SCALE

MAY 18, 2016
MOA 81495

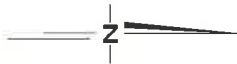


Exhibit "B"

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TAX STATUS FILE		DISPOSABLE INCOME		DISPOSABLE INCOME	
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7	PROF	PROFESSION OF THE PERSON
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STANDARD LAND AND
TOPOGRAPHIC SURVEY

A 65,6190 ACRE (2,858,348 SQ. FT.) TRACT OF LAND
A 5,3170 ACRE (231,609 SQ. FT.) TRACT OF LAND
IN THE T. A DULCAS SURVEY, ABSTRACT NO. 1473,
IN THE WILLIAM PERDUE SURVEY, ABSTRACT NO. 821,
AND IN THE C.W. HALL SURVEY, ABSTRACT NO. 1836,
HARRIS COUNTY, TEXAS



TEXAS ENGINEERING AND SURVEYING CO.

1810 CENTENNIAL DRIVE
STANFORD, TEXAS 77784
TEL. 281-253-1100
FAX 281-253-1101
THE ENGINEERING AND SURVEYING
FIRM HAS OFFICE



Case	Year	Age	Sex	Location	Notes
1	1975	10	M	1000 ft	1000 ft
2	1975	10	M	1000 ft	1000 ft
3	1975	10	M	1000 ft	1000 ft
4	1975	10	M	1000 ft	1000 ft
5	1975	10	M	1000 ft	1000 ft
6	1975	10	M	1000 ft	1000 ft
7	1975	10	M	1000 ft	1000 ft
8	1975	10	M	1000 ft	1000 ft
9	1975	10	M	1000 ft	1000 ft
10	1975	10	M	1000 ft	1000 ft

	LINE	THICK	STANDARD
1	1	0.0000	0.0000
2	2	0.0000	0.0000
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MATCHLINE "B"

MATCHLINE "B"

MATCHLINE "A"

WILLIAM PERKINS SURVEY
ABSTRACT NO. 621

TRACT 1
65.6190 ACRES
(2,858,363 SQ. FT.)

A-K TEXAS VENTURE CAPITAL, LC
(H.C.F. NO. 977137)
(H.C.F. NO. 3315073374)
(H.C.F. NO. 33150448381)
(H.C.F. NO. 3315024692)
(H.C.F. NO. 33150446503)
(H.C.F. NO. 33150446572)

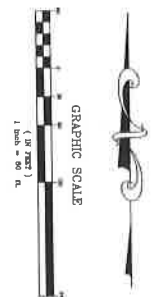
GOUDREAU ROAD
(100' R.O.M.)
C.C.F. NO. D800160

CANYON GATE @ NORTHPOINT
SECTION FIVE
(FILM CODE NO. 411026; H.C.M.F.)

LUNA BUTT DRIVE

MATCHLINE "A"

SHEET 3 OF 4



STATE HIGHWAY 99
(GRAND PARKWAY)(WIDTH VARIES)
THE STATE OF TEXAS
ADJACENT OWNER: (H.C.C.F. NO. 29130635561)

THE STATE OF TEXAS
CALLED 13.9034 ACRES
(H.C.C.F. NO. 1591863)
(H.C.C.F. NO. 1418332)

N 88°01'15" E - 1,168.62'

MATCHLINE "B"

MATCHLINE "B"

MATCHLINE "A"

LINE	BEARING	DISTANCE	AREA
1	N 88°01'15" E	1,168.62	13.9034
2	S 88°01'15" W	1,168.62	13.9034
3	N 07°42'25" W	1,732.45	13.9034
4	S 07°42'25" E	1,732.45	13.9034
5	N 88°01'15" E	1,168.62	13.9034
6	S 88°01'15" W	1,168.62	13.9034
7	N 07°42'25" W	1,732.45	13.9034
8	S 07°42'25" E	1,732.45	13.9034
9	N 88°01'15" E	1,168.62	13.9034
10	S 88°01'15" W	1,168.62	13.9034
11	N 07°42'25" W	1,732.45	13.9034
12	S 07°42'25" E	1,732.45	13.9034
13	N 88°01'15" E	1,168.62	13.9034
14	S 88°01'15" W	1,168.62	13.9034
15	N 07°42'25" W	1,732.45	13.9034
16	S 07°42'25" E	1,732.45	13.9034
17	N 88°01'15" E	1,168.62	13.9034
18	S 88°01'15" W	1,168.62	13.9034
19	N 07°42'25" W	1,732.45	13.9034
20	S 07°42'25" E	1,732.45	13.9034

LINE	BEARING	DISTANCE	AREA
1	N 88°01'15" E	1,168.62	13.9034
2	S 88°01'15" W	1,168.62	13.9034
3	N 07°42'25" W	1,732.45	13.9034
4	S 07°42'25" E	1,732.45	13.9034
5	N 88°01'15" E	1,168.62	13.9034
6	S 88°01'15" W	1,168.62	13.9034
7	N 07°42'25" W	1,732.45	13.9034
8	S 07°42'25" E	1,732.45	13.9034
9	N 88°01'15" E	1,168.62	13.9034
10	S 88°01'15" W	1,168.62	13.9034
11	N 07°42'25" W	1,732.45	13.9034
12	S 07°42'25" E	1,732.45	13.9034
13	N 88°01'15" E	1,168.62	13.9034
14	S 88°01'15" W	1,168.62	13.9034
15	N 07°42'25" W	1,732.45	13.9034
16	S 07°42'25" E	1,732.45	13.9034
17	N 88°01'15" E	1,168.62	13.9034
18	S 88°01'15" W	1,168.62	13.9034
19	N 07°42'25" W	1,732.45	13.9034
20	S 07°42'25" E	1,732.45	13.9034

TRACT 1
65,6190 ACRES
(2,858,363 SQ. FT.)

A- TEXAS EQUINE CAPITAL, L.C.
(H.C.C.F. NO. 29130635561)
(H.C.C.F. NO. 29130635561)
(H.C.C.F. NO. 29130635561)
(H.C.C.F. NO. 29130635561)
(H.C.C.F. NO. 29130635561)

C.W. HALL SURVEY
ABSTRACT NO. 1639

WILLIAM PERKINS SURVEY
ABSTRACT NO. 621

ROCKY ROAD
(PREVIOUSLY CALLED BOURREAUX ROAD)
(60' R.O.W.)

BOURREAUX ROAD
(100' R.O.W.)
(H.C.C.F. NO. D9900150)

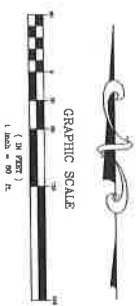


Exhibit "C"

EXHIBIT C

May 10, 2016

Tract 1

**65.6190 acres of land in the William Perkins Survey, Abstract No. 621,
the T. A. Duclos Survey, Abstract No. 1473,
and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas**

A FIELD NOTE DESCRIPTION of 65.6190 acres (2,858,363 square feet) of land in the Williams Perkins, Survey, Abstract No. 621, in the T. A. Duclos Survey, Abstract No. 1473, and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas; said 65.6190 acre tract of land being several tracts of land conveyed to A-K Venture Capital, L.C., as recorded in Harris County Clerk's File Nos. P577137, 20150073274, 20150446291, 20150424692, 20150446503, 20150446572 and 20150085560; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE at a 5/8-inch iron rod found at the intersection of the south right-of-way line of Boudreaux Estates Drive (previously called Boudreaux Road, 60 feet wide) with the east right-of-way line of Rocky Road (previously called Boudreaux Road, 60 feet wide) for the northwest corner of a 14.8700 acre tract of land conveyed to Greater Life Church, as recorded in Harris County Clerk's File No. P747894;

THENCE, South 02° 42' 23" East with the east right-of-way line of said Rocky Road, at a distance of 508.47 pass a point at the intersection of the east right-of-way line of said Rocky Road with the north right-of-way line of State Highway 99 (Grand Parkway, right-of-way width varies), as recorded in Harris County Clerk's File No. 20130635661 and continuing for a total distance of 1,125.13 feet to a TXDOT monument disk found at the intersection of the east right-of-way line of said Rocky Road with the south right-of-way line of said State Highway 99 for a northwest corner and the POINT OF BEGINNING of this tract;

THENCE, North 87° 08' 44" East - 3.45 feet with a south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an interior corner of this tract;

THENCE, North 02° 28' 32" West - 66.98 feet with an east right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 42° 34' 59" East - 50.02 feet with the southeast right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 88° 01' 15" East - 1,169.62 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, South 73° 26' 35" East - 26.19 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 88° 01' 15" East - 30.30 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for the beginning of a non-tangent curve to the right;

THENCE, in a southeasterly direction with the south right-of-way line of said State Highway 99 and with said non-tangent curve to the right having a radius of 1,030.79 feet, a central angle of 22° 58' 29", a length of 413.33 feet and a chord bearing South 60° 10' 38" East – 410.57 feet to a 5/8-inch iron rod found in the southwest right-of-way line of State Highway 249 (width varies) for the northeast corner of this tract;

THENCE, in a southeasterly direction with the southwest right-of-way line of said State Highway 249 and with a non-tangent curve to the right having a radius of 1,379.00 feet, a central angle of 01° 37' 30", a length of 39.11 feet and a chord bearing South 23° 20' 16" East – 39.11 feet to a 5/8-inch iron rod with cap stamped "T.E.A.M." found for the end of said curve;

THENCE, South 22° 44' 12" East – 154.41 feet with the southwest right-of-way line of said State Highway 249 to a TXDOT monument disk found for a point-of-curvature;

THENCE, in a southeasterly direction with the southwest right-of-way line of said State Highway 249 and with a curve to the left having a radius of 1,512.00 feet, a central angle of 12° 29' 50", a length of 329.80 feet and a chord bearing South 28° 59' 08" East – 329.14 feet to a TXDOT monument disk found for the end of said curve;

THENCE, South 35° 12' 22" East – 395.67 feet with the southwest right-of-way line of said State Highway 249 to a TXDOT monument disk found at the northeast end of a cutback at the intersection of the southwest right-of-way line of said State Highway 249 with the northwest right-of-way line of Boudreaux Road (100 feet wide), as recorded in Harris County Clerk's File No. D900150 for a southeast corner of this tract;

THENCE, South 08° 39' 54" West – 53.94 feet with said cutback to a TXDOT monument disk found at the southwest end of said cutback for a southeast corner of this tract;

THENCE, South 58° 19' 09" West – 791.84 feet with the northwest right-of-way line of said Boudreaux Road to a 5/8-inch iron rod found for the beginning of a non-tangent curve to the right;

THENCE, in a westerly direction with the north right-of-way line of said Boudreaux Road and with said non-tangent curve to the right having a radius of 2,750.00 feet, a central angle of 28° 57' 23", a length of 1,389.80 feet and a chord bearing South 72° 50' 56" West – 1,375.06 feet to a 5/8-inch iron rod found at the intersection of the north right-of-way line of said Boudreaux Road with the east right-of-way line of said Rocky Road for the southwest corner of this tract;

THENCE, North 02° 42' 23" West – 1,732.43 feet with the east right-of-way line of said Rocky Road to the POINT OF BEGINNING and containing 65.6190 acres (2,858,363 square feet) of land.

Note: This metes-and-bounds description was written in conjunction with a survey performed on even date.

COMPILED BY:
TEXAS ENGINEERING AND MAPPING
Civil Engineers - Land Surveyors
Stafford, Texas
Firm Registration No. 10119000
Job No. 356-181
356-181_South_Tract_R1.doc



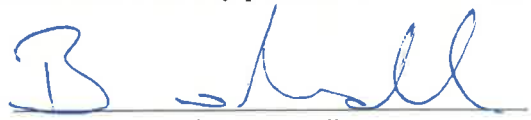

Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776



EXHIBIT D

GRAND PARKWAY TOWN CENTER ± 62.6 ACRES OF LAND NEWQUEST PROPERTIES

a master site plan exhibit for

NOTE: ALL LAND USES, BUILDING FOOTPRINTS AND ROAD ALIGNMENTS ARE PROPOSED AND SUBJECT TO CHANGE BASED ON THE STANDARDS SET FORTH IN THE PD DOCUMENT.

SCALE
0 100
FEET

BOE | KERRY R. GILBERT & ASSOCIATES
2001 Civic Blvd, Suite 4200
Dallas, TX 75201
Tel: 214-515-0200
Fax: 214-515-0201
www.boegilbert.com

DATE: 04/18/2016
KRG/LJS

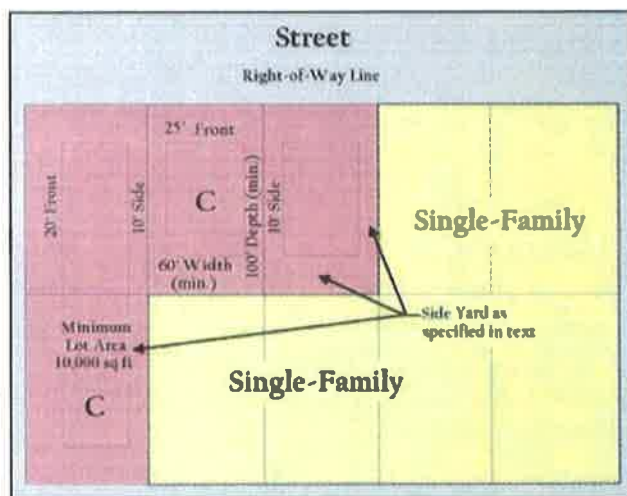
Exhibit "D"

Exhibit "E"

Sec. 50-77. - Commercial District (C).

- (a) General purpose and description. The C Commercial District is intended to provide a location for commercial and service-related establishments, such as wholesale product sales, welding/contractors shops, automotive repair services, upholstery shops, and other similar commercial uses. Some light manufacturing may also be allowed with certain conditions. The uses envisioned for the C Commercial District will typically utilize smaller sites and have operation characteristics which are generally not compatible with residential uses and some nonresidential uses. Convenient access to thoroughfares and collector streets is also a primary consideration.
- (b) Permitted uses. Those uses listed for the C district in the use charts (section 50-82) as "P" or "C" are authorized uses permitted by right or conditionally permitted uses, respectively.
- (c) Height regulations. The maximum height in the C district shall be:
 - (1) 70 feet for the main buildings; also see setback requirements related to height in subsection (d)(2)b of this section.
 - (2) One story for accessory buildings.
 - (3) Additional height may be approved by CUP.
- (d) Area regulations.
 - (1) Size of lot.
 - a. Minimum lot area: 10,000 square feet.
 - b. Minimum lot width: 60 feet.
 - c. Minimum lot depth; 100 feet.
 - (2) Size of yards.
 - a. Minimum front yard: 25 feet. Where a lot faces a designated arterial street, the front yard shall be a minimum of 35 feet.
 - b. Minimum side and rear yard: ten feet. If adjacent to a single-family, duplex (two family), patio home or single-family attached district, then side and rear setbacks (within which parking is permitted) shall be according to the height of the primary structure, as follows:

Illustration 50-77-1: Setback and height relationship for commercial structures



1. Setbacks shall be measured at a ratio of five feet in horizontal setback distance for every three feet of building height as shown in Illustration 50-75-2.
 2. Setback measurements shall be calculated by story.
 3. These measurements shall not limit any building to less than 35 feet.
- c. Interior side yards: when retail uses are platted adjacent to other retail uses and integrated into an overall shopping center site (i.e., lots/lease spaces abutting one another), no side yard is required provided it complies with the city's building code.
- d. Exceptions for certain retail shopping center outbuildings fronting State Highway 249: notwithstanding any other provision of this section to the contrary, the building line for retail outbuildings adjacent to State Highway 249 and State Highway 249 Bypass shall be ten feet if:
1. The retail outbuilding is within a shopping center development (a development comprised of retail businesses which share common parking and pedestrian areas and facilities for their clientele) which contains not less than 1¼ acres of land and which has not less than 240 feet of frontage on said State Highway 249 and State Highway 249 Bypass;
 2. The retail outbuilding contains not more than 100 square feet of floor area;
 3. The retail outbuilding is located so as not to create a hazard to vehicular or pedestrian traffic on the shopping center site, the adjacent State Highway 249 and State Highway 249 Bypass, or any other adjacent public or private street or property; limit spacing of said structures to no greater than one per 300 feet;
 4. The retail outbuilding is located not less than 50 feet from any paved portion of State Highway 249 and State Highway 249 Bypass, whether main lane or access road; and
 5. The retail outbuilding is located so as to be a minimum of 300 feet from the closest retail outbuilding along either side of State Highway 249 and State Highway 249 Bypass, measured in a straight line from the center fronts of each retail outbuilding.
- (3) Maximum lot coverage. Maximum lot coverage is 60 percent including main and accessory buildings; maximum 90 percent impervious coverage (including all buildings, parking areas, sidewalks, etc.).
- (4) Maximum floor area. Maximum floor area ratio (FAR) is 2:1.
- (5) The maximum glare produced by any industry shall be limited to four footcandles of illumination intensity beyond the industrial or commercial tract boundary throughout the light frequency spectrum beginning with ultraviolet and ending through the infrared wavelengths.

(Code 1978, § 5-9; Code 1993, § 14-9; Ord. No. 2008-01, § 31, 2-4-2008)

Sec. 50-82. - Use regulations (charts).

(a) Conformance with the use charts.

- (1) Generally. The use of land and/or buildings shall be in accordance with those listed in the following use charts. No land or building shall hereafter be used and no building or structure shall be erected, altered, or converted other than for those uses specified in the zoning district in which it is located. The legend for interpreting the permitted uses in the use charts are:

P	Designates use permitted in the zoning district indicated
(Blank)	Designates use prohibited (i.e., not allowed) in the zoning district indicated
C	Designates use may be permitted in the zoning district indicated by a CUP (also see section 50-81)
‡	The land use is defined within section 50-2

- (2) Unlisted uses. If a use is not listed (or is blank) in the use charts, it is not allowed in any zoning district (see subsection (a)(4) of this section).
- (3) Use chart organization. The land uses are listed in the use charts in alphabetical order.
- (4) Classification of new/unlisted uses. It is recognized that new types of land use will arise in the future, and forms of land use not presently anticipated may seek to locate in the city. In order to provide for such changes and contingencies, a determination as to the appropriate classification of any new or unlisted form of land use in the use charts shall be made as follows:

a. Initiation.

1. A person, city department, the planning and zoning commission, or the city council may propose zoning amendments to regulate new and previously unlisted uses.
2. A person requesting the addition of a new or unlisted use shall submit to the city manager or his designee, all information necessary for the classification of the use, including but not limited to the following:
 - (i) The nature of the use and whether the use involves dwelling activity, sales, services, or processing;
 - (ii) The type of product sold or produced under the use;
 - (iii) Whether the use has enclosed or outside storage and the amount and nature of the storage;
 - (iv) Anticipated employment typically anticipated with the use;
 - (v) Transportation requirements;
 - (vi) The nature and time of occupancy and operation of the premises;
 - (vii) The off-street parking and loading requirements;
 - (viii) The amount of noise, odor, fumes, dust, toxic materials and vibration likely to be generated;

- (ix) The requirements for public utilities such as sanitary sewer and water and any special public services that may be required; and
 - (x) Impervious surface coverage.
- b. The city manager, or his designee, shall refer the question concerning any new or unlisted use to the planning and zoning commission, requesting a recommendation as to the zoning classification into which such use should be placed. The referral of the use interpretation question shall be accompanied by the statement of facts in subsection (a)(4)a.2 of this section. An amendment to this chapter shall be required as prescribed by section 50-34.
 - c. The planning and zoning commission shall consider the nature and described performance of the proposed use and its compatibility with the uses permitted in the various districts and determine the zoning district or districts within which such use is most similar and should be permitted (by right or by CUP).
 - d. The planning and zoning commission shall transmit its findings and recommendations to the city council as to the classification proposed for any new or unlisted use. The city council shall approve or disapprove the recommendation of the planning and zoning commission or make such determination concerning the classification of such use as is determined appropriate based upon its findings. If approved, the new or unlisted use shall be amended in the use charts of subsection(b) of this section according to section 50-34.
 - e. Standards for new and unlisted uses may be interpreted by the city manager, or his designee, as those of a similar use. When a determination of the appropriate zoning district cannot be readily ascertained, the same criteria outlined in subsection (a)(b) of this section shall be followed for determination of the appropriate district. The decision of the city manager, or his designee, may be appealed according to the process outlined in subsections (a)(4)a2 through (a)(4)d of this section.

(b) Use charts.

Types of Land Uses	Residential Zoning Districts							Nonresidential Zoning Districts					OT&MU	Parking ratio (Also see section 50-112)		
	A G	SF - 20 -E	SF -9	SF -6		D	M F	MH P	O	G R					C	L I
Agriculture																
Bulk grain and/or feed storage	P												C	C		1 space per 1,000 square feet
Farm (ranch, garden, crops, livestock, or orchard) ‡	P	P	P	P		P	P	P	P	P			P	P	P	None

Feed and grain store/farm supply store ‡	C												C		P	P		C	1 space per 500 square feet
Flour and other grain mills																P			1 space per 1,000 square feet
Livestock, wholesale/auction	C																		None
Livestock sales/auction	C																		None
Stable, commercial	C															C			1 space per 1,000 square feet
Stables (private, principal or accessory use) ‡	P			C															None
Residential																			
Accessory building/structure (business or industry) ‡										P	P				P	P		P	None
Accessory building/structure (residential) ‡	P	P	P	P		P	P											P	None
Accessory dwelling	P	P	P	C		C	C											P	None
Garage/accessory dwelling ‡	P	P	P	C		C	C											P	None
Caretaker's, guard's residence ‡	P	C					P			P	P				P	P		P	1 space per caretaker/guard
Dwelling, four-family							P											P	2 spaces per

(quadraplex) (defined under Multiple-family dwelling) ‡																	dwelling
Dwelling, HUD code-manufactured home ‡								P								C	2 spaces per dwelling
Dwelling, industrialized home ‡	P	P	P	P		P	P	P								C	2 spaces per dwelling
Dwelling, multiple-family ‡							P									P	2 spaces per dwelling
Dwelling, single-family attached ‡						P	P									P	2 spaces per dwelling
Dwelling—Single-family detached ‡	P	P	P	P		P	P									P	2 spaces per dwelling
Dwelling, two-family, duplex or duplex townhome ‡						P	P									P	2 spaces per dwelling
Dwelling, zero-lot line/patio home ‡						P	P									P	2 spaces per dwelling
Home occupation ‡	P	P	P	P		P	P			P		P	P			P	None
Residential use ‡	P	P	P	P		P	P	P	C	C		C				P	2 spaces per dwelling
Private street subdivision	P	P	P	P		P	P			C		C				P	None
Office																	
Clinic, emergency care										P		P	P			C	1 space per 150 square feet
Clinic, medical and/or									P	P		P	P			P	1 space per

dental																300 square feet
Credit agency								P	P		P	P		P		1 space per 300 square feet
Bank, savings and loan, or credit union (no motor bank services)								P	P		P	P		P		1 space per 300 square feet
Bank, savings and loan, or credit union (with motor bank services)								C	P		P	P		P		1 space per 300 square feet
Office, professional and general business ‡								P	P		P	P		P		1 space per 300 square feet
Office, parole-probation									P		P	P		C		1 space per 300 square feet
Office showroom/warehouse ‡								C	C		P	P		P		1 space per 300 square feet
Security monitoring company (no outside storage)								P	P		P	P		P		1 space per 300 square feet
Telemarketing agency								C	C		C	P		C		1 space per 250 square feet
Telephone exchange/switching station ‡	C							P	P		P	P		C		1 space per 500 square feet
Temporary real estate	P	P	P	P		P	P	P	P		P	P		P		4 spaces

field office																	
Model home (including sales office)	P	P	P	P		P	P		P	P			C	C		P	2 spaces per model
Personal and Business																	
Ambulance service												C		P	P	C	1 space per 500 square feet
Automobile driving school (including defensive driving)											C	P		P	P	P	1 space per classroom seat
Barber/beauty shop (no related school/college)											C	P		P	P	P	1 space per 200 square feet
Bed and breakfast inn ‡	P	C	C	C		C	C				C	P		P		P	2 spaces plus one per guest room
Check cashing service												P		P	P	P	1 space per 100 square feet
Dance hall/dancing facility ‡												C		C		P	1 space per 100 square feet
Dance/drama/music schools (performing arts, martial arts)	C	C	C	C		C	C		C	C	P			P	P	P	1 space per 100 square feet
Fortunetelling and similar activities ‡															C		1 space per 300 square feet

Funeral home ‡										C		P	P	C	See section 50-112
Greenhouse (non-retail/hobby)	P	P	P	P		P	P	P						P	None
Health club (indoor)										C	P		P	P	One space per 300 square feet
Health club (outdoor)											P		P	P	One space per 300 square feet
Hotel/motel ‡											P		P	P	See section 50-112
Laundromat/washateria/self-service ‡											P		P	P	1 space per 200 square feet
Laundry/dry cleaning (retail only, drop off/pick up) ‡										C	P		P	P	1 space per 200 square feet
Mailing service (private)											P		P	P	1 space per 200 square feet
Pharmacy (retail only)										C	P		P	P	1 space per 200 square feet
Reception venue	C	C								C	P		P	P	1 space: 4 seats
Recreational vehicle park									C						
Rehabilitation care facility (halfway house) ‡	C	C	C	C		C	C	C	C	C	P		C P	P	Greater of 1 per three

																		beds or 1.5 spaces per dwelling
Rehabilitation care institution (business) ‡	C	C	C	C	C	C		C	P		P	P		P				Greater of 1 per three beds or 1.5 spaces per dwelling
Seamstress, dressmaker or tailor (retail only)								C	P		P	P		P				1 per 200 square feet
Sexually oriented business												C						
Tattoo or body piercing studio ‡									C		P							1 space per 200 square feet
Wedding chapel									P		P	P		P				1 per four seats
Retail																		
Antique shop (no outside sales or storage) ‡									P		P	P		P				1 space per 500 square feet
Antique shop (with outside storage)									C		P	P		P				1 space per 500 square feet
Apparel shop									P		P	P		P				1 space per 200 square feet
Art gallery/museum/dealer ‡								C	P		P	P		P				1 space per 500 square feet

Artist or photography studio									C	P		P	P	P	1 space per 500 square feet
Bakery, retail (eating establishment, no drive-through) ‡									C	P		P	P	P	1 space per 200 square feet
Bakery, retail (with drive-through)										P		P	P	P	1 space per 200 square feet
Bakery (wholesale) ‡												P	P	P	1 space per 500 square feet
Bird and pet shops (retail only)										P		P	P	P	1 space per 200 square feet
Book/stationery shop (retail only) ‡										P		P	P	P	1 space per 200 square feet
Brewpub									C	P		P	P	P	1 space per 1,000 square feet for the brewing of beer, ale, etc., plus 1 space per 100 square feet for associated eating or drinking establishments
Building material sales/lumber yard ‡										C		P	P	P	1 space per 1,000 square

																	feet
Carpenter shop									C			P	P		P		1 space per 500 square feet
Catering service									P			P	P		P		1 space per 500 square feet
Consignment shop									C			P	P		P		1 space per 300 square feet
Convenience store (with or without gasoline sales) ‡									P			P	P		P		See section 50-112
Copy shop ‡									C	P			P	P		P	1 space per 200 square feet
Drinking establishment									C	P			P	P		P	
Drug store (retail only)										P			P	P		P	1 space per 200 square feet
Eating establishment (with drive-in service) ‡										C			P	P		P	Greater: 1 per 100 square feet; 1 per 3 seats based on max seating capacity or; 1 per 12 spaces
Eating establishment (with no drive-through service) ‡									C	P			P	P		P	

Eating establishment (with drive-through service) ‡										P		P	P		P	
Electronic goods (retail only)										P		P	P		P	1 space per 200 square feet
Florist shop (retail only) ‡									C	P		P	P		P	1 space per 200 square feet
Food or grocery store										P		P	P		P	1 space per 500 square feet
Furniture and appliance store (retail only) ‡										P		P	P		P	1 space per 500 square feet
Furniture store (new and used) ‡										P		P	P		P	1 space per 200 square feet
General retail stores (no outside storage)										P		P	P		P	1 space per 200 square feet
Gift or card shop (retail only)									C	P		P	P		P	1 space per 200 square feet
Hardware store										P		P	P		P	1 space per 400 square feet
Hobby and crafts store (retail only)									C	P		P	P		P	1 space per 200 square feet

Home improvement center										P			P	P		P	1 space per 400 square feet plus one per 1,000 square feet of warehouse area
Jewelry store										P			P	P		P	1 space per 200 square feet
Market, open air, flea													C	P		P	1 space per 200 square feet
Meat and fish market (retail only)										P			P	P		P	1 space per 200 square feet
Motion picture studios, commercial films										C			P	P		P	1 space per 300 square feet
Motion picture theater (indoors)										P			P	P		P	See section 50-112
Nursery ‡										P			P	P		P	1 space per 1,000 square feet of sales area
Garden shop ‡										P			P	P		P	1 space per 200 square feet
Painting and refinishing shop										C			P	P		P	1 space per 500 square feet

Piano and musical instruments (retail only)										P			P	P		P	1 space per 200 square feet
Shoe repair shop (retail only)										P			P	P		P	1 space per 200 square feet
Sign shop (small scale, such as a storefront; includes sign and banner making for retail sale only; no outside storage)										P			P	P		P	1 space per 300 square feet
Stone monuments and gravestones, engraving and retail sales only										C			P	P		C	1 space per 500 square feet
Trophy engraving										P			P			P	1 space per 300 square feet
Upholstery shop (nonauto)										P			P	P		P	1 space per 200 square feet
Used merchandise										P			P	P		P	1 space per 200 square feet
Video rental/sales										P			P	P		P	1 space per 200 square feet
Transportation and Auto Services																	
Airport or landing field ‡	C														C		1 space per 500 square feet

All-terrain vehicle (go-carts) dealer/sales (w/outdoor sales, storage, and display)										P		P	P		1 space per 300 square feet
All-terrain vehicle (go-carts) dealer/sales (w/no outdoor sales, storage, and display)										P		P	P	C	1 space per 300 square feet
Auto accessories (retail sales only)										P		P	P	P	1 space per 200 square feet
Auto body repair/painting										C		P	P	P	1 space per 200 square feet
Auto dealer (new, auto servicing and used auto sales as accessory uses only, w/outdoor sales, storage, and display) ‡										P		P	P		See section 50-112
Auto dealer (new, auto servicing and used auto sales as accessory uses only, w/no outdoor sales, storage, and display)										P		P	P	C	See section 50-112
Auto dealer, primarily used auto sales w/outdoor sales, storage, and display‡										C		P	P		See section 50-112
Auto dealer, primarily used auto sales w/no outdoor sales, storage, and display										C		P	P	C	See section 50-112

Auto glass repair/tinting										P			P	P		P	1 space per 200 square feet
Auto interior shop/upholstery										C			P	P		P	1 space per 200 square feet
Auto muffler shop										C			P	P		P	1 space per 200 square feet
Auto paint shop										C			P	P		P	One per 200 square feet
Auto parts sale (new or rebuilt; no outside storage, no outside display, no repair)										P			P	P		P	1 space per 200 square feet
Auto parts sale (new or rebuilt; with outside storage or display)										C			P	P			1 space per 200 square feet
Auto rental										P			P	P		C	1 space per 200 square feet
Auto repair (major) ‡										C			P	P		C	1 space per 200 square feet
Auto repair (minor) ‡										P			P	P		P	1 space per 200 square feet
Auto storage or auto auction ‡													C	P			1 space per 1,000 square feet

Auto tire sales (indoor)										P		P	P		P	1 space per 200 square feet
Auto wrecker service												P	P		C	1 space per 200 square feet
Automobile assembly													P		C	1 space per 1,000 square feet
Automobile parts manufacturing												C	P		C	1 space per 1,000 square feet
Automobile wash (full service/detail shop) ‡										P		P	P		P	3 space per washing capacity of module
Automobile wash (self- service) ‡										C		P	P		P	3 space per washing capacity of module
Bike sales and/or repair										P		C	P		P	1 space per 500 square feet
Bus or truck storage												P	P			1 space per 1,000 square feet
Gasoline station										P		P	P		P	See section 50-112
Motor freight transportation, storage, and terminal												P	P		C	See section 50-112

Motorcycle sales/dealer w/outdoor sales, storage, and display ‡									P		P	P		See section 50-112
Motorcycle sales/dealer w/no outdoor sales, storage, and display									P		P	P	C	See section 50-112
Parking lot or garage for passenger cars and trucks of less than one-ton capacity ‡	C		C	C	C	C		C	P		P	P	C	None
Personal watercraft sales (new/repair) w/outdoor sales, storage, and display									P		P	P		See section 50-112
Personal watercraft sales (new/repair) w/no outdoor sales, storage, and display									P		P	P	C	See section 50-112
Railroad team tracks, unloading docks, and spurs											P	P	C	None
Railroad yards, round house or shop											C	P	C	1 space per 1,000 square feet
Taxi/limousine service									C		P	P	C	1 space per 1.5 automobiles in service
Tire sales (indoors, no outside storage) ‡											P	P	P	1 space per 1,000 square feet
Tire sales (outdoors, with											C	P		1 space per

owned) ‡																hole
Playfield or stadium (private)	C								C		P	P		P		1 space per three seats'
Recreational vehicle park/campground ‡	C										C	P		C		1.5 per RV pad
Skating rink										P		P	P		P	1 space per 200 square feet, plus 1 per 3 seats based on max capacity
Swimming pool, private (use by membership) ‡	P	P	P	P	P	P		P	P	P		P	P		P	1 space for each 100 square feet of gross water surface and deck area
Swimming pool, commercial ‡									C	P		P	P		P	1 space per 100 square feet of gross water surface and deck area
Tennis court (private/not lighted)	P	P	P	P	P	P		P	P	P		P	P		P	2 spaces per court
Tennis court (private/lighted)	C	C	C	C	C	C		C		C		C	C		C	2 spaces per court
Institutional/Governmental																
Adult day care (business)	See Household care facility															
Antenna (commercial)	See section 50-116															

Antenna (noncommercial)	See section 50-116															
Armed services recruiting center									P	P		P	P	P	1 space per 300 square feet	
Assisted living facility (continuing care retirement community) ‡							P		C	P		P		P	1.5 spaces per dwelling unit plus any additional space for accessory uses	
Auction house										C		P	P	C	1 space per 100 square feet	
Broadcast station (with tower)	See section 50-116															
Broadcast towers (commercial)	See section 50-116															
Cellular communications tower/PCS	See section 50-116															
Cemetery and/or mausoleum ‡	C	C	C	C		C	C		C	C	C		C	C	C	1 space per 5,000 square feet of land
Child day care center (business) ‡							C			C	P		P		P	1 space per three children
Church/temple/place of worship ‡	P	P	P	P		P	P		P	P	P		P	P	P	1 space per four seats in sanctuary
Civic center (municipal) ‡	P	P	P	P		P	P		P	P	P		P	P	P	10 spaces plus

																	1,300 square feet above 2,000
Civic club									P	P		P	P		P		See section 50-112
Community center (public)	C	C	C	C		C	C		C	P	P		P	P		P	See section 50-112
Community home ‡	P	P	P	P		P	P		P							P	1 space per 300 square feet
Community or social buildings ‡	C	C	C	C		C	C		C	P	P		P	P		P	1 space per 300 square feet
Country club (private) ‡	C	C	C	C		C	C			C	C		C	C		P	10 spaces plus one per 300 square feet above 2,000
Earth satellite dish (private, less than 3 feet in diameter)	See section 50-116																
Electric power plant														C	P		1 space per 1,000 square feet
Electrical substation ‡	C	C	C	C		C	C		C	C	C		C	C		C	1 space per 1,000 square feet
Exhibition hall ‡											C		P	P		C	1 space per 100 square feet
Fair ground or rodeo ‡	C													C	C		1 space per

																1,000 square feet of land area
Family home (child care in place of residence) ‡	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	1 space per 10 children plus 1 space per teacher
Fraternal organization ‡									C	P		P	P	P	P	10 spaces plus 1 per 300 square feet above 2,000
Fraternity or sorority house ‡					C	C			C	C		C			C	2 spaces per bedroom
Governmental building or use (county, state or federal) ‡	C	C	C	C	C	C	C	C	P	P		P	P	P	P	1 space per 300 square feet
Heliport ‡									C	C		C	C		C	3 spaces
Helistop									C	C		C	C		C	3 spaces
Hospital ‡									C	P		P	P		P	1 space per bed
Household care facility ‡	P	P	P	P	P	P	P	P							P	1 space per 6 clients
Household care institution										P		P	P			1 space per 6 clients
Institution for alcoholic, narcotic, or psychiatric patients ‡										C		C	P		C	1 space per 200 square feet
Institution of religious, educational or	C	C	C	C	C	C	C	C	C	P		P	P		P	1 space per 200 square

philanthropic nature																	feet
Municipal facility or use ‡	P	P	P	P		P	P		P	P	P		P	P		P	1 space per 300 square feet
Museum	C	C	C	C		C	C		C	C	P		P	P		P	See section 50-112
Park and/or playground (private) ‡	P	P	P	P		P	P		P	P	P		P	P		P	
Park and/or playground (public, municipal) ‡	P	P	P	P		P	P		P	P	P		P	P		P	
Penal or correctional institutions	C												P	P		C	1 space per 500 square feet
Post office (governmental)	P	P	P	P		P	P		P	P	P		P	P		P	10 plus 1 per 200 square feet
Non-city public assembly (auditorium, gymnasium, stadiums, meeting halls, etc.)											P		P	P		C	1 space per 4 seats
Radio, television and communications towers	See section 50-116																
Rectory/parsonage	P	P	P	P		P	P		P	P	P		P	P		P	5 spaces, plus 1 per bedroom
Retirement housing for the elderly ‡	See Assisted living facility																
Riding academy	P	C	C	C		C	C		C	C	C		C	P		C	1 space per five stalls

Sanitary landfill (private)														C		1 space per ten acres
School, business (e.g., barber/beauty/cosmetology)										P			P	P	P	1 space per three students, based on design
School, college or university	C	C	C	C		C	C		C	C	P			P	P	10 per classroom plus 2 per office
School, commercial trade (vocational) ‡										C	P			P	P	1 space per student
School, public or denominational ‡	P	P	P	P		P	P		P	P	P			P	P	See section 50-112
School, other than public or denominational ‡										C	P			P	P	
Sheltered care facility ‡											C			C	C	1 space per three beds or 1.5 per dwelling
Sign, all types (defined within the referenced section) ‡	See ch. 34 of this Code															
Skilled nursing facility ‡										P			C	C		See section 50-112
Studio for radio and/or television (no towers) ‡											P	P		P	P	1 space per 200 square feet
Commercial and Wholesale Trade																

Animal kennel (outdoor pens)	P												C	P		1 space per 500 square feet
Appliance repair									P				P	P	P	1 space per 500 square feet
Book binding													P	P	P	1 space per 500 square feet
Carpet and rug cleaning plant									C				P	P	C	1 space per 1,000 square feet
Cattle, swine, or poultry feedlot (CAFO)	C													C		1 space per 5,000 square feet of land
Cleaning plant (commercial laundry) ‡									C				P	P	C	1 space per 1,000 square feet
Communication equipment sales/service (installation and/or repair, no outdoor sales or storage or towers/antennae)									P				P	P	P	1 space per 1,000 square feet
Construction contractor with storage yard	C													P	P	1 space per 1,000 square feet of land
Contractor's office/sales, no outside storage including vehicles									P				P	P	P	1 space per 1,000 square feet of land
Contractor's temporary	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	None

on-site construction office (only with permit from building official.)																		
Distribution center ‡													P	P		C		1 space per 1,000 square feet
Electric repair, (domestic equipment and autos)									C	P			P	P		P		1 space per 1,000 square feet
Electronic assembly													P	P		C		1 space per 1,000 square feet
Electro-plating/electro-typing													P	P		C		1 space per 1,000 square feet
Exterminator service/company (no outdoor sales or storage)										P			P	P		P		1 space per 300 square feet
Fix-it shops, small engine, saw filing, mower sharpening										C			P	P		C		1 space per 500 square feet
Fur/hide tanning and finishing															C			1 space per 1,000 square feet
Heating and air conditioning sales/services										C			P	P		C		1 space per 1,000 square feet
Iron works (ornamental)														C	P			1 space per 1,000 square feet

Lawnmower repair and/or sales									C		P	P		C	1 space per 500 square feet
Loading or storage tracks											P	P		C	None
Locksmith									P		P	P		C	1 space per 500 square feet
Machine shop											P	P		C	1 space per 1,000 square feet
Maintenance and repair service for buildings/janitorial									C		P	P		C	1 space per 500 square feet
Manufactured home display or sales (new or used) ‡											C	P		C	1 space per 1,000 square feet
Mattress, making and renovating											P	P		C	1 space per 1,000 square feet
Milk depot, wholesale											P	P			1 space per 1,000 square feet
Mini-warehouse/self storage ‡									C		P	P		C	See section 50-112
Mortuary									C		P	P		C	See section 50-112
Moving and storage company											P	P		C	1 space per 1,000 square feet

News printing											P	P		C	1 space per 1,000 square feet
Outdoor sales as a primary use ‡										C		P	P		1 space per 5,000 square feet of land area
Pawn shop ‡												P	P	C	1 space per 200 square feet
Pet and animal grooming shop (no outside kennels) ‡										P		P	P	P	1 space per 200 square feet
Plumbing shop										C		P	P	C	1 space per 200 square feet
Printing equipment, supplies and repairs										C		P	P	C	1 space per 500 square feet
Propane sales filling (retail)										C		P	P	C	1 space per 200 square feet
Publishing and printing company										C		P	P	P	1 space per 500 square feet
Quick lube/oil change/minor inspection										P		P	P	P	1 space per 200 square feet
Salvage storage yard ‡													C		5 per acre
Scientific and industrial												C	P		1 space per

research laboratories (hazardous) ‡																	300 square feet
Scientific and industrial research laboratories (nonhazardous) ‡								P	C			P	P			P	1 space per 300 square feet
Scrap metal storage yard													C				5 space per acre
Security systems installation company									C			P	P			C	1 space per 300 square feet
Sheet metal shop												P	P				1 space per 1,000 square feet
Storage of cement, sands and gravel	C												C	P			1 space per 5,000 square feet of storage area
Storage of used lumber and building materials													C	P			1 space per 5,000 square feet of storage area
Taxicab storage and repair													P	P			1 space per 500 square feet
Taxidermist	C								C				P	P			1 space per 500 square feet
Tool and machinery rental (indoor storage only) ‡									P				P	P		P	1 space per 200 square feet

Tool and machinery rental (with outdoor storage) ‡																		C		P	P			C	1 space per 200 square feet
Vacuum cleaner sales and repair ‡																		P		P	P			P	1 space per 200 square feet
Veterinarian clinic (indoor kennels) ‡	P																	P		P	P			P	1 space per 500 square feet
Veterinarian clinic (outdoor kennels or pens) ‡	C																			C	P				1 space per 500 square feet
Warehouse (defined under storage or wholesale warehouse) ‡																		C		P	P			C	1 space per 1,000 square feet
Welding shop																		C		P	P			C	1 space per 1,000 square feet
Wholesale trade, nondurable goods																		C		P	P			C	1 space per 1,000 square feet
Woodworking shops																		C		P	P			C	1 space per 1,000 square feet
Wrecking materials yard ‡																					C				1 space per 1,000 square feet
Light and Heavy Manufacturing/Industrial																									
Acid manufacture																					C				1 space per 1,000 square

																		1,000 square feet
Bleaching/chorine powder manufacture																	C	2 space per 1,000 square feet
Boiler manufacture and repair																	P	1 space per 1,000 square feet
Bottling works																	P P	1 space per 1,000 square feet
Broom manufacture																	P P	1 space per 1,000 square feet
Candy and other confectionary products manufacture																	C P P	1 space per 1,000 square feet
Canning and preserving factory																	C P	1 space per 1,000 square feet
Canvas and related products manufacture																	P P	1 space per 1,000 square feet
Casein manufacture																	C	1 space per 1,000 square feet
Celluloid and similar cellulose manufacture																	C	1 space per 1,000 square feet
Cement manufacture																	C	1 space per

																	1,000 square feet
Ceramic products manufacture									C		P	P					1 space per 500 square feet
Chalk manufacture												C					1 space per 1,000 square feet
Chemicals (agricultural) manufacture												C					1 space per 1,000 square feet
Chemicals (industrial) manufacture												C					1 space per 1,000 square feet
Clothing manufacture											P	P					1 space per 500 square feet
Coffin manufacture											C	P					1 space per 1,000 square feet
Cold storage plants/locker											P	P					1 space per 1,000 square feet
Concrete or asphalt mixing/batching plant (permanent) ‡												C					1 space per 5,000 square feet of land
Concrete or asphalt mixing/batching plant (temporary) ‡									C		P	P					1 space per 5,000 square feet of land
Crematory												C					1 space per

																		1,000 square feet
Culvert manufacture																C		1 space per 1,000 square feet
Cutlery, handtools and general hardware manufacture																C	P	1 space per 1,000 square feet
Dairy products manufacture																C	P	1 space per 1,000 square feet
Distillation of liquors, spirits, etc. (brewery)																C		1 space per 1,000 square feet
Dye manufacture																C		1 space per 1,000 square feet
Dyeing plant																C	P	1 space per 1,000 square feet
Electric lamp manufacture																C	P	One per 1,000 square feet
Elevator manufacture																	P	1 space per 1,000 square feet
Enameling and painting																C	P	1 space per 1,000 square feet
Engraving plant																P	P	1 space per 1,000 square

																		feet
Envelope manufacture												P	P					1 space per 1,000 square feet
Farm/garden machinery and equipment manufacture												C	P					1 space per 1,000 square feet
Fats and oils (animal) manufacture																		1 space per 1,000 square feet
Feed manufacture												C	C					1 space per 500 square feet
Felt manufacture													C					1 space per 1,000 square feet
Food processing ‡												C	P					1 space per 1,000 square feet
Footwear manufacture												C	P					1 space per 500 square feet
Foundry, all types																		1 space per 1,000 square feet
Furnace manufacture													C					1 space per 1,000 square feet
Fixtures manufacture												C	P					1 space per 1,000 square

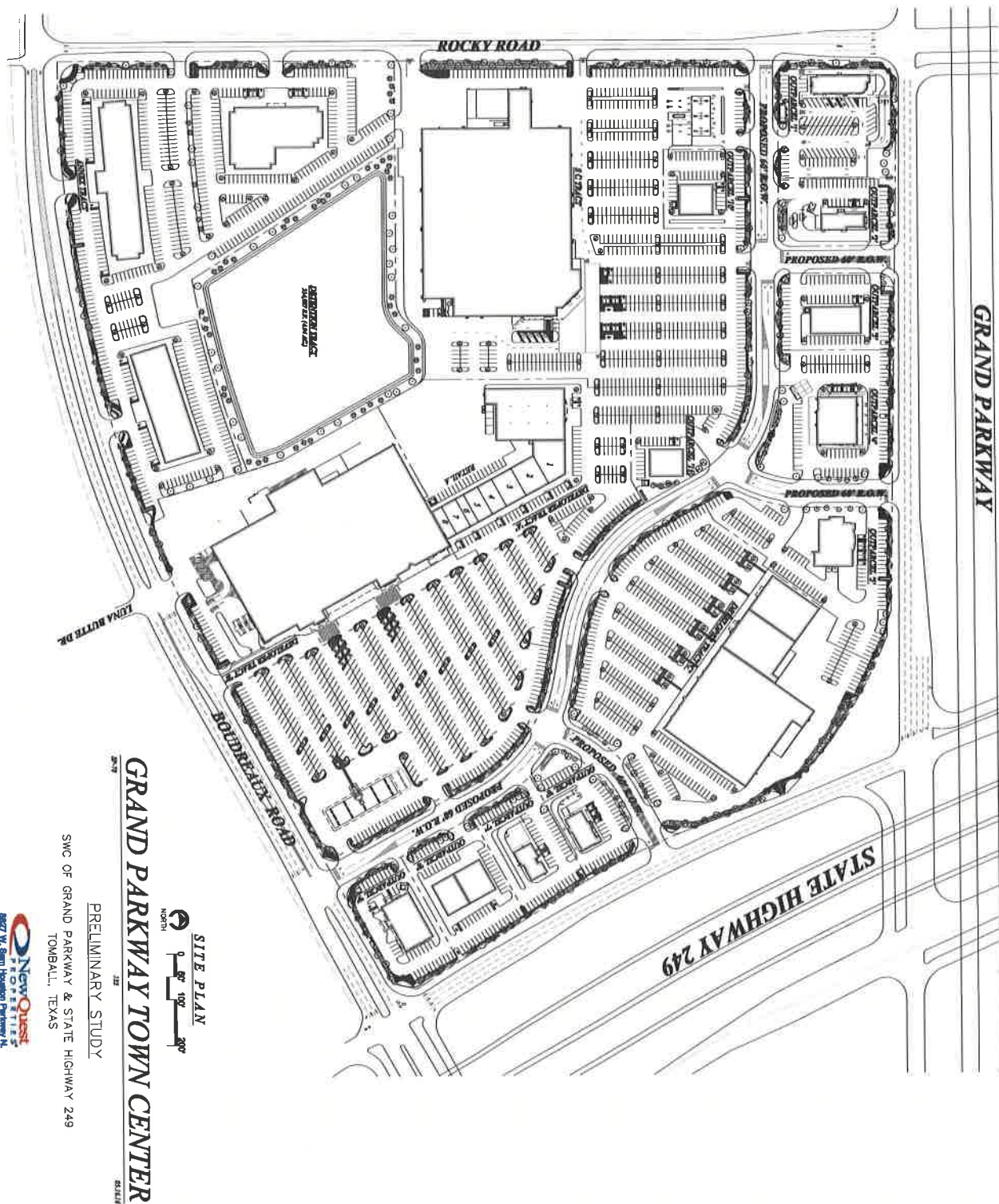
																		feet
Furniture manufacture														C	P			1 space per 1,000 square feet
Gases (industrial) manufacture															C			1 space per 1,000 square feet
Glucose manufacture															C			1 space per 1,000 square feet
Hair products factory (other than human)															C			1 space per 1,000 square feet
Heavy machinery sales and storage ‡														C	P			1 space per 1,000 square feet
Ice cream/ice manufacture														P	P			1 space 1,000 square feet
Kerosene manufacture or storage															C			1 space per 1,000 square feet
Laboratory equipment manufacturing ‡															C			1 space per 1,000 square feet
Leather products manufacture														C	C			1 space per 1,000 square feet
Lumber mill/yard															C			1 space per 1,000 square feet

Wood container manufacture														C	P		1 space per 1,000 square feet
Wood distillation (manufacture of tar, charcoal, turpentine and similar															C		1 space per 1,000 square feet
Wood preserving manufacture and treatment															C		1 space per 1,000 square feet
Wood products manufacture														C	P		1 space per 1,000 square feet

(Ord. No. 2008-01, § 38, 2-4-2008; Ord. No. 2010-09, § 2, 5-3-2010; Ord. No. 2012-18, § 2, 7-2-2012; Ord. No. 2013-23, § 2, 2-2-2013; Ord. No. 2013-19, § 2, 11-4-2013; Ord. No. 2014-35, § 2, 10-6-2014; Ord. No. 2014-45, § 2, 1-5-2015; Ord. No. 2015-07, § 3, 4-20-2015; Ord. No. 2015-19, § 2, 10-5-2015; Ord. No. 2015-25, § 2, 1-4-2016)

Exhibit "F"

EXHIBIT F

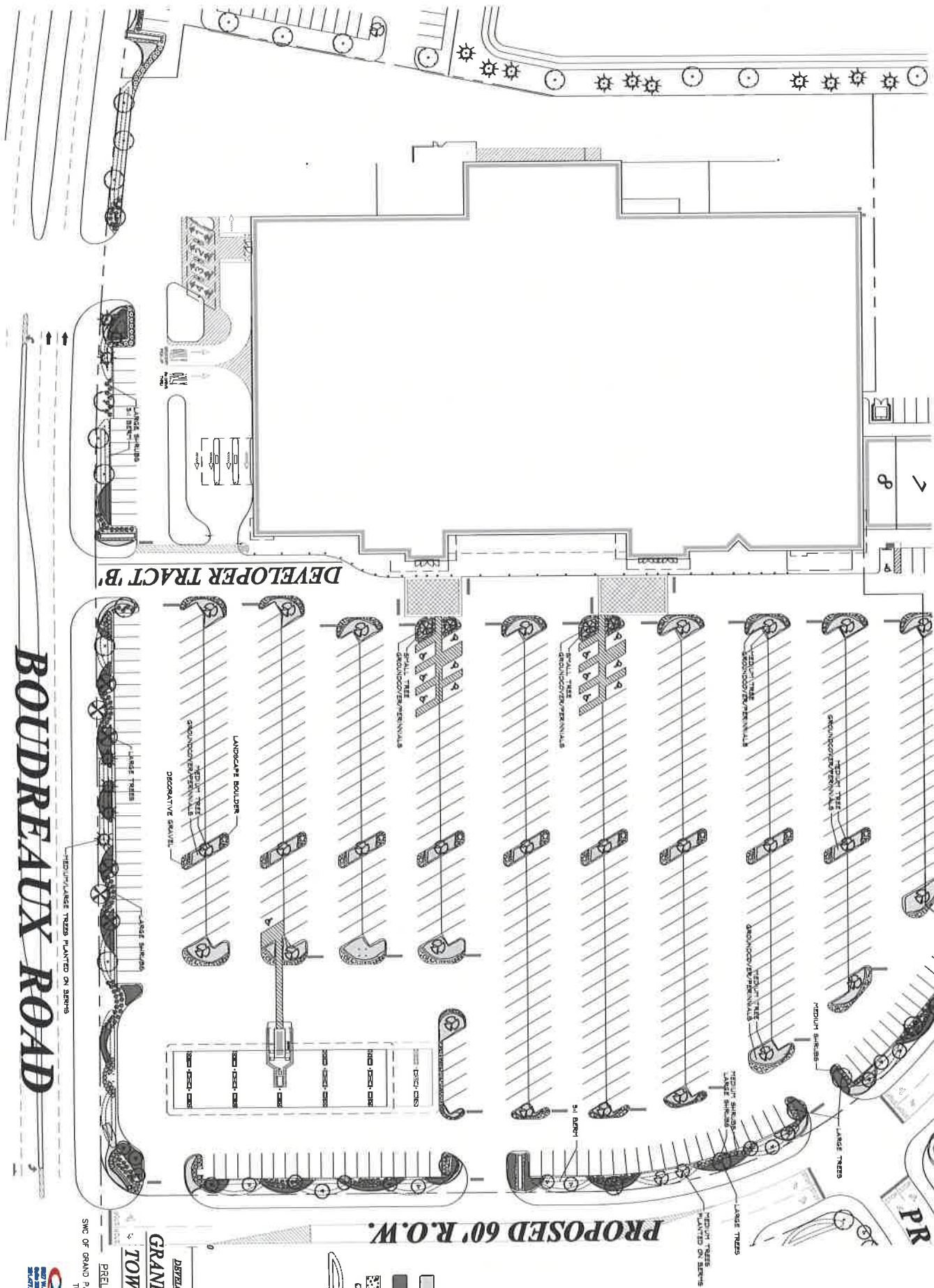


NewQuest
 PROPERTIES
 2801 W. Sam Houston Parkway
 Suite 201 Houston, Texas 77066
 281.477.4300 www.newquest.com

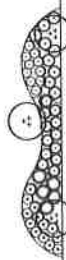
PRELIMINARY STUDY
 SWC OF GRAND PARKWAY & STATE HIGHWAY 249
 TOMBALL, TEXAS

249
 GRAND PARKWAY TOWN CENTER
 249

SITE PLAN
 NORTH
 0 50 100 200
 FEET



1. BEDS SHOULD HAVE A NATURAL, CURVILINEAR EDGE WITH MASS GROUPINGS OF PLANT MATERIAL.
2. TREES SHOULD BE PLANTED IN A NATURAL, OFF-CENTER LAYOUT, LEAVING VISIBILITY TO SIGNAGE.
3. A MAJORITY OF TREES SHOULD BE EVERGREENS.
4. SHRUB PLANTINGS SHOULD BE A NICE MIX OF EVERGREEN, ORNAMENTAL GRASSES, AND GROUNDCOVER.



2. AVOID EVENLY SPACED AND PLANTED TREES.



SMALLER TREES

MEDIUM TREES

MIX LARGE AND MEDIUM TREES ON SIDWALK FOR STREET TREES

USE LARGE TREES ON NON-BENT AREAS

USE A MIX OF 5:1 BENDING AND LARGE BRUSHES FOR SCREENING OR PARKING LOTS

MEDIUM BRUSHES

Diagram illustrating three island configurations for front door/curb parking:

- (1) SMALL TREE PER ISLAND: Includes a landscape boulder to offer curb hopping and a decorative gravel area.
- (2) MEDIUM TREE PER ISLAND: Includes a landscape boulder to offer curb hopping and a decorative gravel area.
- (3) TALL TREE PER ISLAND: Includes a landscape boulder to offer curb hopping and a decorative gravel area.

[illegible]

1. LANDSCAPE ROCK SHALL BE MOSS ROCK
2. STANDARD BULLROCK SHALL BE 3'-5' AGGREGATE IN SIZE OR EQUAL
3. * LOSTONE SHALL BE OKLAHOMA BROWN OR SIMILAR
4. BORDER ROCK SHALL BE OKLAHOMA BROWN CHOP OR MATCH OTHER STONE ON PROPERTY

**GRAND PARKWAY
TOWN CENTER**

PRELIMINARY STUDY
SWC OF GRAND PARKWAY & STATE HIGHWAY 245
TOMBALL, TEXAS

Exhibit "G"

GRAND PARKWAY

STATE HIGHWAY 249

ROCKY ROAD

BOUREUX ROAD

LYNN BUTTE DR

	PRIMARY CENTER PYLON SIGN TYPE A1/A2/A3'
	SECONDARY CENTER PYLON SIGN TYPE A4/A5'
	MONUMENT SIGN TYPE B1/B2
	PAD PYLON SIGN TYPE C1/C2/C3'
	ENTRY MONUMENT SIGN

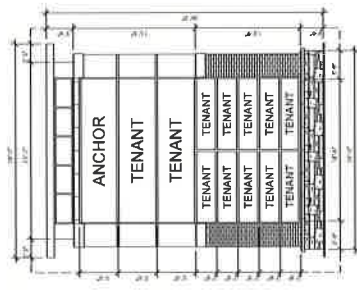
a signage exhibit for
**GRAND PARKWAY
 TOWN CENTER**
 ± 62.6 ACRES OF LAND
 prepared for
NEWQUEST PROPERTIES



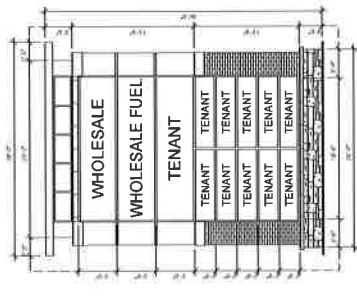
BGE CONSULTING
 25001 Grand North Blvd., Suite A-200
 Grand Rapids, MI 49513
 Tel: 616.777.0240
 Fax: 616.777.0241
 2015 Quinn Parkway, Suite 121
 Ann Arbor, MI 48106
 Tel: 734.764.2070
 AUGUST 16, 2015
 KGA-1455

G-1
 EXHIBIT

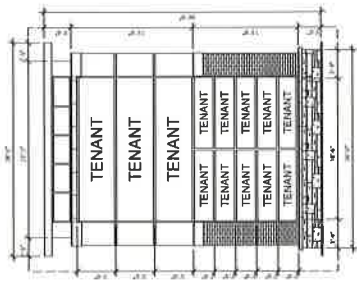
THIS EXHIBIT IS A SIGNAGE EXHIBIT FOR THE GRAND PARKWAY TOWN CENTER PROJECT, PREPARED FOR NEWQUEST PROPERTIES. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF BGE CONSULTING. THE EXHIBIT IS THE PROPERTY OF BGE CONSULTING AND IS TO BE KEPT IN THE OFFICE OF THE PROJECT MANAGER. IT IS TO BE RETURNED TO BGE CONSULTING UPON COMPLETION OF THE PROJECT. THE EXHIBIT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BGE CONSULTING. THE EXHIBIT IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF BGE CONSULTING. THE EXHIBIT IS THE PROPERTY OF BGE CONSULTING AND IS TO BE KEPT IN THE OFFICE OF THE PROJECT MANAGER. IT IS TO BE RETURNED TO BGE CONSULTING UPON COMPLETION OF THE PROJECT.



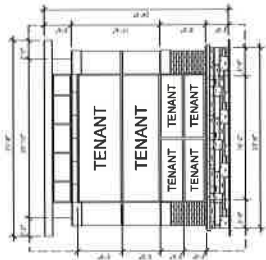
PRIMARY CENTER PYLON SIGN TYPE 'A1'
SCALE: NOT TO SCALE



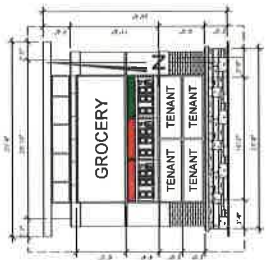
PRIMARY CENTER PYLON SIGN TYPE 'A2'
SCALE: NOT TO SCALE



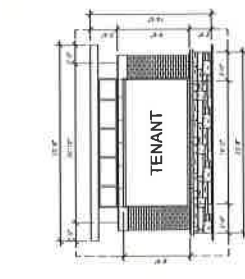
PRIMARY CENTER PYLON SIGN TYPE 'A3'
SCALE: NOT TO SCALE



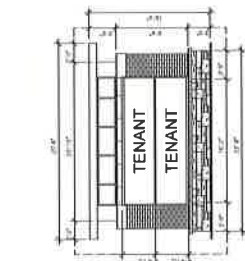
SECONDARY CENTER PYLON SIGN TYPE 'A4'
SCALE: NOT TO SCALE



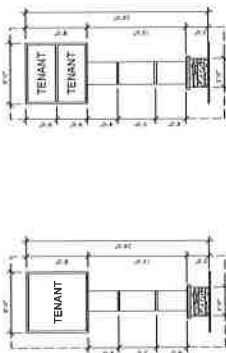
SECONDARY CENTER PYLON SIGN TYPE 'A5'
SCALE: NOT TO SCALE



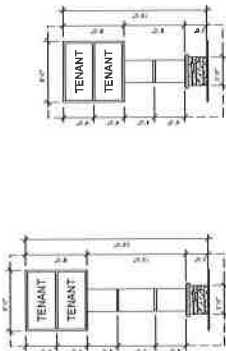
MONUMENT SIGN TYPE 'B1'
SCALE: NOT TO SCALE



MONUMENT SIGN TYPE 'B2'
SCALE: NOT TO SCALE



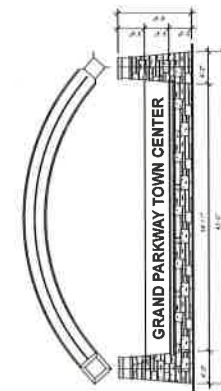
PAD PYLON SIGN TYPE 'C1'
SCALE: NOT TO SCALE



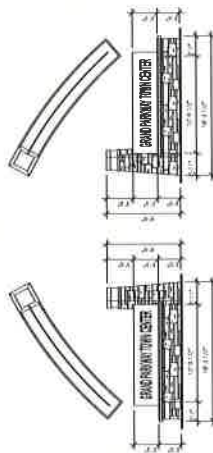
PAD PYLON SIGN TYPE 'C2'
SCALE: NOT TO SCALE



PAD PYLON SIGN TYPE 'C3'
SCALE: NOT TO SCALE

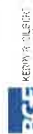


ENTRY MONUMENT SIGN
SCALE: NOT TO SCALE



ENTRY MONUMENT SIGN
SCALE: NOT TO SCALE

a signage exhibit for GRAND PARKWAYTOWN CENTER ± 62.6 ACRES OF LAND prepared for NEWQUEST PROPERTIES



BOE | KERRY M. OLSEN & ASSOCIATES
2500 Grand Parkway Blvd., Suite A-200
Houston, Texas 77058
Tel: 281-444-4400
Fax: 281-444-4401

7000 North Algonquin, Suite 300
Houston, Texas 77058
Tel: 281-444-4400
Fax: 281-444-4401

NOT TO SCALE

G-2
EXHIBIT

THIS DOCUMENT IS A PRELIMINARY REPRESENTATION OF THE PROPOSED SIGNAGE AND IS NOT A CONTRACT. IT IS SUBJECT TO CHANGE. THE SIGNAGE AND THE LOCATION OF THE SIGNAGE ARE SUBJECT TO THE APPROVAL OF THE LOCAL AUTHORITIES. THE SIGNAGE AND THE LOCATION OF THE SIGNAGE ARE SUBJECT TO THE APPROVAL OF THE LOCAL AUTHORITIES. THE SIGNAGE AND THE LOCATION OF THE SIGNAGE ARE SUBJECT TO THE APPROVAL OF THE LOCAL AUTHORITIES.

Exhibit "G"

BUILDING PERMIT FEES
CAPITAL RECOVERY FEES
PER CITY OF TOMBALL ORDINANCE 2014-22
Effective August 18, 2016 – August 17, 2017*

<u>LUE'S</u>	<u>WATER METER SIZE</u>	<u>WATER</u>	<u>SEWER</u>	<u>TOTAL</u>
1.0	3/4"	\$1,927.22	\$2,299.95	\$4,227.17
2.5	1"	\$4,818.05	\$5,749.88	\$10,567.93
5.0	1 1/2"	\$9,636.10	\$11,499.75	\$21,135.85
8.0	2"	\$15,417.76	\$18,399.60	\$33,817.36
10.0	2" TURBINE	\$19,272.20	\$22,999.50	\$42,271.70
16.0	3"	\$30,835.52	\$36,799.20	\$67,634.72
24.0	3" TURBINE	\$46,253.28	\$55,198.80	\$101,452.08
25.0	4"	\$48,180.50	\$57,498.75	\$105,679.25
42.0	4" TURBINE	\$80,943.24	\$96,597.90	\$177,541.14
50.0	6"	\$96,361.00	\$114,997.50	\$211,358.50
92.0	6" TURBINE	\$177,304.24	\$211,595.40	\$388,899.64
80.0	8"	\$154,177.60	\$183,996.00	\$338,173.60
160.0	8" TURBINE	\$308,355.20	\$367,992.00	\$676,347.20
115.0	10"	\$221,630.30	\$264,494.25	\$486,124.55
250.0	10" TURBINE	\$481,805.00	\$574,987.50	\$1,056,792.50
330.0	12" TURBINE	\$635,982.60	\$758,983.50	\$1,394,966.10

NOTE: ALL NEW DEVELOPMENT OR CHANGE IN USE WILL BE REQUIRED TO CALCULATE THE LIVING UNIT EQUIVALENT (LUE) AND PAY THE GREATER VALUE BETWEEN THE MINIMUM METER SIZE IMPACT FEE OR THE CALCULATED LUES.

* REFER TO SCHEDULE OF MAXIMUM CAPITAL RECOVERY FEES FOR INCREASE IN FEES BASED ON EFFECTIVE DATE.

SCHEDULE OF MAXIMUM CAPITAL RECOVERY FEES

	Effective:	Effective:	Effective:	Effective:	Effective:
Per LUE	Aug. 18, 2014	Aug 18, 2015	Aug. 18, 2016	Aug. 18, 2017	Aug. 18, 2018
Water	\$1,528.49	\$1,727.86	\$1,927.22	\$2,126.59	\$2,325.96
Wastewater	\$1,901.21	\$2,100.58	\$2,299.95	\$2,322.57	\$2,322.57

Drainage effective August 18, 2014:

M118 per acre	\$5,757.81
M121E per acre	\$7,886.69
M121W per acre	\$6,692.00
M125 per acre	\$ 436.88

Exhibit "H"

CITY OF TOMBALL
401 Market Street
Tomball, Texas 77375

November 1, 2016

Board of Directors
Harris County Municipal Utility
District No. 273
c/o Ms. Angie Lutz
Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

Re: Water Capacity to serve Harris County Municipal Utility District No. 273
(the "District")

Honorable Members of the Board:

The City of Tomball has contracted to provide wholesale water service to serve Harris County Municipal Utility District No. 273.

Currently, the City of Tomball has water supply capacity to serve 236,800 gallons per day in the District, as provided in the First Amendment to the Development Agreement.

If you have any questions or need additional information, please feel free to contact me.

Sincerely,

City Manager of Tomball

Exhibit "A"

[illegible][illegible][illegible][illegible][illegible][illegible][illegible]

- 2.1. THE SANCTION
HEARON WAS RECAL-
- 2.2. THE CERTIFIC-
ORIGINAL STIMULI
CONVICTION SHALL
3. THE SURETY &
INSURANCE COM-
PANY OF SANITARY
- 3.1. ACCORDING TO
THE 1938 ACT

- 6.) LETTERS-A&B-B-S&C&T;
- 7.) ALL MOUS SET
- 8.) THE PRACTICE OF WARE AFTER THIS
- 9.) ALL UNIFORMS SHOWN-PEASANT AND DEPT'S, AND LOCAL B&T (C&T), PLEASE

LINE	BRASSING	DR. FANCE
1	N. 69.01.15° E	61.52°
2	N. 59.00.15° E	20.71°
3	N. 67.00.44° E	3.45°
4	N. 67.28.52° W	68.68°
5	N. 45.34.52° E	50.92°
6	S. 23.06.35° E	26.18°
7	N. 68.01.15° E	58.36°
8	S. 68.38.52° W	53.84°
9	N. 67.58.01° E	100.00°
10	N. 61.15.01° E	56.08°
11	N. 61.15.01° E	56.08°
12	N. 61.58.18° E	100.00°
13	N. 61.58.18° E	100.00°
14	S. 01.54.15° E	100.00°
15	N. 67.28.52° E	100.00°
16	N. 67.28.52° E	100.00°
17	S. 57.00.15° E	15.68°
18	N. 55.50.25° E	24.25°

CURVE TABLE			
		ORDO	
DATE	DATA	LOCUS	
C1	5491.72	940.32	N 72.65.41. E - 264.12
C2	5472.52	853.78	N 72.65.41. E - 310.12
C3	5424.82	768.79	N 69.03.38. W - 410.01
C4	5377.32	680.97	N 63.03.18. W - 310.11
C5	5329.82	594.11	S 28.29.05. E - 319.14
C6	5282.32	508.00	N 27.56.56. E - 325.08
C7	5234.82	421.87	N 27.56.56. E - 325.08
C8	5187.32	335.90	N 27.56.56. E - 325.08
C9	5139.82	250.00	N 27.56.56. E - 325.08
C10	5092.32	164.87	N 27.56.56. E - 325.08
C11	5044.82	79.00	N 27.56.56. E - 325.08
C12	4997.32	-7.13	N 27.56.56. E - 325.08
C13	4949.82	-156.11	N 27.56.56. E - 325.08
C14	4902.32	-270.00	N 27.56.56. E - 325.08
C15	4854.82	-384.87	N 27.56.56. E - 325.08
C16	4807.32	-498.00	N 27.56.56. E - 325.08
C17	4759.82	-611.87	N 27.56.56. E - 325.08
C18	4712.32	-725.00	N 27.56.56. E - 325.08
C19	4664.82	-838.87	N 27.56.56. E - 325.08
C20	4617.32	-952.00	N 27.56.56. E - 325.08
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C22	4522.32	-1179.00	N 27.56.56. E - 325.08
C23	4474.82	-1292.87	N 27.56.56. E - 325.08
C24	4427.32	-1406.00	N 27.56.56. E - 325.08
C25	4379.82	-1519.87	N 27.56.56. E - 325.08
C26	4332.32	-1633.00	N 27.56.56. E - 325.08
C27	4284.82	-1746.87	N 27.56.56. E - 325.08
C28	4237.32	-1860.00	N 27.56.56. E - 325.08
C29	4189.82	-1973.87	N 27.56.56. E - 325.08
C30	4142.32	-2087.00	N 27.56.56. E - 325.08
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C32	4047.32	-2314.00	N 27.56.56. E - 325.08
C33	3999.82	-2427.87	N 27.56.56. E - 325.08
C34	3952.32	-2541.00	N 27.56.56. E - 325.08
C35	3904.82	-2654.87	N 27.56.56. E - 325.08
C36	3857.32	-2768.00	N 27.56.56. E - 325.08
C37	3809.82	-2881.87	N 27.56.56. E - 325.08
C38	3762.32	-2995.00	N 27.56.56. E - 325.08
C39	3714.82	-3108.87	N 27.56.56. E - 325.08
C40	3667.32	-3222.00	N 27.56.56. E - 325.08
C41	3619.82	-3335.87	N 27.56.56. E - 325.08
C42	3572.32	-3449.00	N 27.56.56. E - 325.08
C43	3524.82	-3562.87	N 27.56.56. E - 325.08
C44	3477.32	-3676.00	N 27.56.56. E - 325.08
C45	3429.82	-3789.87	N 27.56.56. E - 325.08
C46	3382.32	-3903.00	N 27.56.56. E - 325.08
C47	3334.82	-4016.87	N 27.56.56. E - 325.08
C48	3287.32	-4130.00	N 27.56.56. E - 325.08
C49	3239.82	-4243.87	N 27.56.56. E - 325.08
C50	3192.32	-4357.00	N 27.56.56. E - 325.08
C51	3144.82	-4470.87	N 27.56.56. E - 325.08
C52	3097.32	-4584.00	N 27.56.56. E - 325.08
C53	3049.82	-4697.87	N 27.56.56. E - 325.08
C54	3002.32	-4811.00	N 27.56.56. E - 325.08
C55	2954.82	-4924.87	N 27.56.56. E - 325.08
C56	2907.32	-5038.00	N 27.56.56. E - 325.08
C57	2859.82	-5151.87	N 27.56.56. E - 325.08
C58	2812.32	-5265.00	N 27.56.56. E - 325.08
C59	2764.82	-5378.87	N 27.56.56. E - 325.08
C60	2717.32	-5492.00	N 27.56.56. E - 325.08
C61	2669.82	-5605.87	N 27.56.56. E - 325.08
C			

IN. NO. 14292316		TMS STATE BILL, UT		OFFICE DATE 2/15/2015	
SECONDARY	RESOURCES	DESCRIPTION	COVARIANCE	AS SHOWN	AS SHOWN
NO. 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 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4003, 4004, 4005, 4006, 4007, 4008, 4009, 4010, 4011, 4012, 4013, 4014, 4015, 4016, 4017, 4018, 4019, 4020, 4021, 4022, 4023, 4024, 4025, 4026, 4027, 4028, 4029, 4030, 4031, 4032, 4033, 4034, 4035, 4036, 4037, 4038, 4039, 4040, 4041, 4042, 4043, 4044, 4045, 4046, 4047, 4048, 4049, 4050, 4051, 4052, 4053, 4054, 40					

10. BERNARD SHOWN REVEREND DR. MARTIN LUTHER KING, JR. WAS ASSASSINATED IN 1968 IN MEMPHIS, TENNESSEE, WHILE HE WAS LEADING A CIVIL RIGHTS MARCH. THE PROTEST REVEREND SHOWN WAS ASSASSINATED AND PREVENTED THE MARCH FROM BEING HELD.
11. THE CATHOLIC BISHOP OF NEW YORK, CARDINAL JOHN JOYCE, WAS ASSASSINATED IN 1962 BY AN INDIVIDUAL WHO WAS AN ARMY OFFICER IN A BATTALION OF THE ARMY.
12. THE SHIP WAS REQUESTED IN CONNECTION WITH THE CONVICTION FOR THE ASSAULT ON THE PRESIDENT OF THE UNITED STATES, JOHN F. KENNEDY, IN 1963.
13. ACCORDING TO THE FEDERAL BUREAU OF INVESTIGATION, KENNEDY'S BODY WAS SHOT BY TWO MEN NAMED BARRY, EDWARD AND NORMAN, WHO WERE ASSASSINATED IN 1963.
14. THE SHIP WAS REQUESTED IN CONNECTION WITH THE CONVICTION FOR THE ASSAULT ON THE PRESIDENT OF THE UNITED STATES, JOHN F. KENNEDY, IN 1963.
15. THE SHIP WAS REQUESTED IN CONNECTION WITH THE CONVICTION FOR THE ASSAULT ON THE PRESIDENT OF THE UNITED STATES, JOHN F. KENNEDY, IN 1963.
16. THE SHIP WAS REQUESTED IN CONNECTION WITH THE CONVICTION FOR THE ASSAULT ON THE PRESIDENT OF THE UNITED STATES, JOHN F. KENNEDY, IN 1963.
17. THE SHIP WAS REQUESTED IN CONNECTION WITH THE CONVICTION FOR THE ASSAULT ON THE PRESIDENT OF THE UNITED STATES, JOHN F. KENNEDY, IN 1963.
18. THE SHIP WAS REQUESTED IN CONNECTION WITH THE CONVICTION FOR THE ASSAULT ON THE PRESIDENT OF THE UNITED STATES, JOHN F. KENNEDY, IN 1963.
19. THE SHIP WAS REQUESTED IN CONNECTION WITH THE CONVICTION FOR THE ASSAULT ON THE PRESIDENT OF THE UNITED STATES, JOHN F. KENNEDY, IN 1963.
20. THE SHIP WAS REQUESTED IN CONNECTION WITH THE CONVICTION FOR THE ASSAULT ON THE PRESIDENT OF THE UNITED STATES, JOHN F. KENNEDY, IN 1963.

[illegible]



CELEST ENGINEERING AND MAPPING CO.

PROFESSIONAL SURVEYORS

STATIONERS, TEXAS 77477

10000 N. FARM ROAD, SUITE 1000

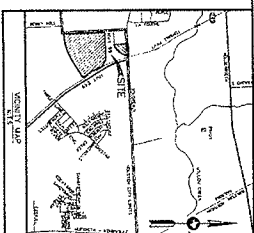
HOUSTON, TEXAS 77036

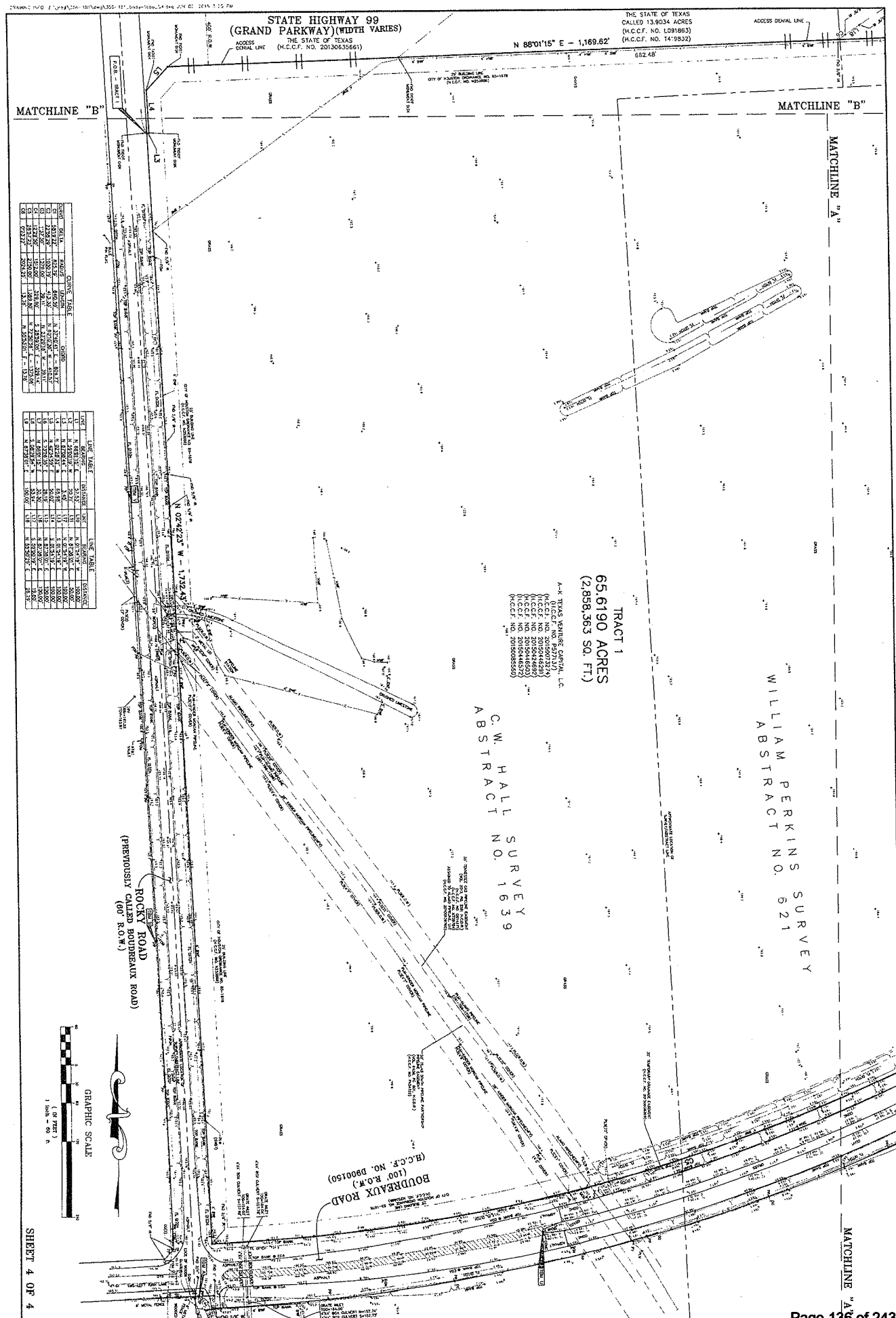
**STANDARD LAND AND
TOPOGRAPHICAL SURVEY**

of

**A 35,610 ACRES (2,850,530 SQ. FT.) TRACT OF LAND
IN
A S.W.1/4 SEC. 33, T.10N., R.10E.,
S.1/4 SEC. 34, T.10N., R.10E.,
S.1/4 SEC. 35, T.10N., R.10E.,
IN THE WILLOW PINESS SURVEY, ABBOTTLAND NO. 1422,
AND IN THE CROWN POINT SURVEY, ABBOTTLAND NO. 1423,
AND IN THE CROWN POINT SURVEY, ABBOTTLAND NO. 1424,
IN HARRIS COUNTY, TEXAS.**

CORN. NO.	CORN. IN. OF	CORN. IN. FROM	CORN. FROM
WIT: 02-10-16-18	SURVEY: 1-4-87	BY: 04-12-87	04-10-1987





May 10, 2016

Tract 1

***65.6190 acres of land in the William Perkins Survey, Abstract No. 621,
the T. A. Duclos Survey, Abstract No. 1473,
and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas***

A FIELD NOTE DESCRIPTION of 65.6190 acres (2,858,363 square feet) of land in the Williams Perkins, Survey, Abstract No. 621, in the T. A. Duclos Survey, Abstract No. 1473, and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas; said 65.6190 acre tract of land being several tracts of land conveyed to A-K Venture Capital, L.C., as recorded in Harris County Clerk's File Nos. P577137, 20150073274, 20150446291, 20150424692, 20150446503, 20150446572 and 20150085560; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE at a 5/8-inch iron rod found at the intersection of the south right-of-way line of Boudreaux Estates Drive (previously called Boudreaux Road, 60 feet wide) with the east right-of-way line of Rocky Road (previously called Boudreaux Road, 60 feet wide) for the northwest corner of a 14.8700 acre tract of land conveyed to Greater Life Church, as recorded in Harris County Clerk's File No. P747894;

THENCE, South 02° 42' 23" East with the east right-of-way line of said Rocky Road, at a distance of 508.47 pass a point at the intersection of the east right-of-way line of said Rocky Road with the north right-of-way line of State Highway 99 (Grand Parkway, right-of-way width varies), as recorded in Harris County Clerk's File No. 20130635661 and continuing for a total distance of 1,125.13 feet to a TXDOT monument disk found at the intersection of the east right-of-way line of said Rocky Road with the south right-of-way line of said State Highway 99 for a northwest corner and the POINT OF BEGINNING of this tract;

THENCE, North 87° 08' 44" East - 3.45 feet with a south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an interior corner of this tract;

THENCE, North 02° 28' 32" West - 66.98 feet with an east right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 42° 34' 59" East - 50.02 feet with the southeast right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 88° 01' 15" East - 1,169.62 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, South 73° 26' 35" East - 26.19 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 88° 01' 15" East - 30.30 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for the beginning of a non-tangent curve to the right;

THENCE, in a southeasterly direction with the south right-of-way line of said State Highway 99 and with said non-tangent curve to the right having a radius of 1,030.79 feet, a central angle of $22^{\circ} 58' 29''$, a length of 413.33 feet and a chord bearing South $60^{\circ} 10' 38''$ East – 410.57 feet to a 5/8-inch iron rod found in the southwest right-of-way line of State Highway 249 (width varies) for the northeast corner of this tract;

THENCE, in a southeasterly direction with the southwest right-of-way line of said State Highway 249 and with a non-tangent curve to the right having a radius of 1,379.00 feet, a central angle of $01^{\circ} 37' 30''$, a length of 39.11 feet and a chord bearing South $23^{\circ} 20' 16''$ East – 39.11 feet to a 5/8-inch iron rod with cap stamped "T.E.A.M." found for the end of said curve;

THENCE, South $22^{\circ} 44' 12''$ East – 154.41 feet with the southwest right-of-way line of said State Highway 249 to a TXDOT monument disk found for a point-of-curvature;

THENCE, in a southeasterly direction with the southwest right-of-way line of said State Highway 249 and with a curve to the left having a radius of 1,512.00 feet, a central angle of $12^{\circ} 29' 50''$, a length of 329.80 feet and a chord bearing South $28^{\circ} 59' 08''$ East – 329.14 feet to a TXDOT monument disk found for the end of said curve;

THENCE, South $35^{\circ} 12' 22''$ East – 395.67 feet with the southwest right-of-way line of said State Highway 249 to a TXDOT monument disk found at the northeast end of a cutback at the intersection of the southwest right-of-way line of said State Highway 249 with the northwest right-of-way line of Boudreaux Road (100 feet wide), as recorded in Harris County Clerk's File No. D900150 for a southeast corner of this tract;

THENCE, South $08^{\circ} 39' 54''$ West – 53.94 feet with said cutback to a TXDOT monument disk found at the southwest end of said cutback for a southeast corner of this tract;

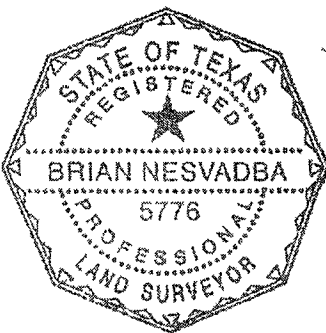
THENCE, South $58^{\circ} 19' 09''$ West – 791.84 feet with the northwest right-of-way line of said Boudreaux Road to a 5/8-inch iron rod found for the beginning of a non-tangent curve to the right;

THENCE, in a westerly direction with the north right-of-way line of said Boudreaux Road and with said non-tangent curve to the right having a radius of 2,750.00 feet, a central angle of $28^{\circ} 57' 23''$, a length of 1,389.80 feet and a chord bearing South $72^{\circ} 50' 56''$ West – 1,375.06 feet to a 5/8-inch iron rod found at the intersection of the north right-of-way line of said Boudreaux Road with the east right-of-way line of said Rocky Road for the southwest corner of this tract;

THENCE, North $02^{\circ} 42' 23''$ West – 1,732.43 feet with the east right-of-way line of said Rocky Road to the POINT OF BEGINNING and containing 65.6190 acres (2,858,363 square feet) of land.

Note: This metes-and-bounds description was written in conjunction with a survey performed on even date.

COMPILED BY:
TEXAS ENGINEERING AND MAPPING
Civil Engineers - Land Surveyors
Stafford, Texas
Firm Registration No. 10119000
Job No. 356-181
356-181_South_Tract_R1.doc



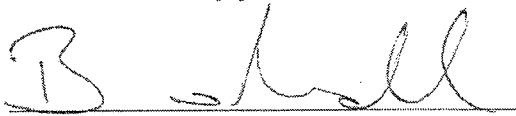

Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776

Exhibit "B"

EXHIBIT B



Revised District Boundary Description - 136.0984 acres in three (3) tracts.
CLARK-GEGRAM INC.
LAND SURVEYORS

November 24, 1998

FIELD NOTES

Harris County M.U.D. 273

Description of 111.8884 acres out of the William Perkins Survey, Abstract No. 621, the C. Hall Survey, Abstract No. 1639 and the T. Duclos Survey, Abstract No. 1473, located in Harris County, Texas and being more fully described by metes and bounds as follows (with bearings referenced to the Partial Replat of Westbourne, Section One, as recorded in Volume 316, Page 49 of the Harris County Map Records):

BEGINNING at a point in the south right-of-way line of Boudreaux Road marking the southwest corner of a tract conveyed to Harris County for the extension of said Boudreaux Road (recorded in Harris County Clerk's File No. D900150) and being the southwest corner of the herein described tract;

THENCE, North 02° 51' 58" West, along a west line of said Boudreaux Road extension right-of-way tract, a distance of 20.00 feet to a point for corner;

THENCE, North 87° 19' 27" East, along a north line of said Boudreaux Road extension right-of-way tract, a distance of 30.00 feet to a point in the east right-of-way line of existing Boudreaux Road;

THENCE, North 02° 41' 05" West, along the east right-of-way line of said existing Boudreaux Road, a distance of 2938.09 feet to an angle point in said right-of-way line and being the northwest corner of the herein described tract;

THENCE, North 87° 36' 57" East, along the southerly right-of-way line of said Boudreaux Road, a distance of 1316.59 feet to a point for the northeast corner of the herein described tract;

THENCE, South 16° 08' 15" East, along an east line of the herein described tract, a distance of 508.78 feet to the point of curvature of a curve to the left;

THENCE, southeasterly, along the arc of said curve to the left having a radius of 2954.79 feet, through a central angle of 15° 30' 02" (the chord bears South 23° 53' 16" East a distance of 796.94 feet), an arc length of 799.38 feet to the point of tangency of said curve;

THENCE, South 31° 38' 17" East, along an easterly line of the herein described tract, a distance of 1929.39 feet to the point of curvature of a curve to the left;

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Harris County M.U.D. 273

THENCE, southeasterly, along the arc of said curve to the left having a radius of 2954.79 feet, through a central angle of $04^{\circ} 18' 37''$ (the chord bears South $33^{\circ} 47' 35''$ East a distance of 222.23 feet), an arc length of 222.29 feet to a point for corner;

THENCE, South $58^{\circ} 21' 43''$ West, a distance of 68.52 feet to a point in the arc of a curve in the southwest right-of-way line of State Highway 249 (variable width);

THENCE, northwesterly, along the southwest right-of-way line of said State Highway 249 and the arc of said curve to the right having a radius of 11,634.16 feet, through a central angle of $02^{\circ} 22' 59''$ (the chord bears North $34^{\circ} 17' 47''$ West a distance of 483.83 feet), an arc length of 483.86 feet to a point of reverse curvature;

THENCE, northwesterly, along the southwest right-of-way line of said State Highway 249 and the arc of said reverse curve to the left having a radius of 1512.89 feet, through a central angle of $02^{\circ} 05' 31''$ (the chord bears North $34^{\circ} 09' 04''$ West a distance of 55.23 feet), an arc length of 55.24 feet to the point of tangency of said reverse curve;

THENCE, North $35^{\circ} 11' 49''$ West, continuing along the southwest right-of-way line of said State Highway 249, a distance of 556.09 feet to a point for the easterly cut back corner located at the south corner of the intersection of said State Highway 249 and the aforementioned Boudreaux Road extension tract;

THENCE, North $75^{\circ} 10' 21''$ West, along a cut back line, a distance of 50.34 feet to a point in the southeast right-of-way line of said Boudreaux Road extension for the most westerly cut back corner located at the aforementioned intersection of said Boudreaux Road extension and State Highway 249;

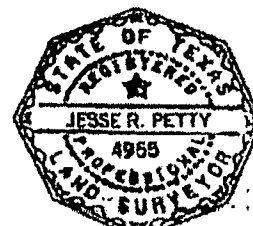
THENCE, South $58^{\circ} 21' 43''$ West, along the southerly right-of-way line of said Boudreaux Road, a distance of 802.94 feet to the point of curvature of a curve to the right;

THENCE, southwesterly, along the southerly right-of-way line of said Boudreaux Road and the arc of said curve to the right having a radius of 2850.00 feet, through a central angle of $28^{\circ} 57' 45''$ (the chord bears South $72^{\circ} 50' 36''$ West a distance of 1425.36 feet), an arc length of 1440.65 feet to the point of tangency of said curve;

THENCE, South $87^{\circ} 19' 27''$ West, along the southerly right-of-way line of said Boudreaux Road, a distance of 29.92 feet to the POINT OF BEGINNING and containing a computed area of 111.8884 acres of land.

H:\DOCNPMUD-273FN.DOC

Jesse R. Petty



Thomas Land Surveying
Surveying • Planning • Project Management

April 5, 2007

19.0890 Acres

Fieldnotes for 19.0890 acres of land out of the Wilhelm Usener Survey, Abstract No. 820, in Harris County, Texas, consisting of the residue of that certain 19.2528 acre tract of land conveyed to Peter S. Terpstra, Trustee, as described in deed recorded under County Clerk's File No. K910629 of the Real Property Records of Harris County, and the residue of that certain 2.00 acre tract of land conveyed to P. S. Terpstra (1/2 interest) and R. H. Nagy (1/2 interest), as described in deeds recorded under County Clerk's File No(s). J347524 and J347526, respectively, of the said Real Property Records, said 19.0890 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch steel rod found in the North line of Boudreaux Road, based on a 60 foot right-of-way, at the South end of a cut-back line for State Highway No. 249 (right-of-way varies), at the most Southerly Southeast corner of the herein described tract, said point being in the South line of the said 2.00 acre tract, said point also being the Southwest corner of that certain 1.115 acre tract of land conveyed to the State of Texas, as described in deed recorded under County Clerk's File No. N815622 of the said Real Property Records;

Thence, South 87°37'53" West with the North line of said Boudreaux Road and the South line of the said 2.00 acre tract, at 112.01 feet passing the Southwest corner of the said 2.00 acre tract and the most Southerly Southeast corner of the said 19.2528 acre tract, and continuing with the South line of the said 19.2528 acre tract in all, a total distance of 1158.61 feet to a 5/8 inch steel rod with cap set for the Southwest corner of the said 19.2528 acre tract and the herein described tract, said point also being the Southeast corner of that certain 2.272 acre tract of land conveyed to Alton Sargent and wife, Jo Ann Sargent, as described in deed recorded under County Clerk's File No. F787545 of the said Real Property Records, said tract of land also known as Reserve "A" of Boudreaux Estates, Section 3 (an unrecorded subdivision);

Thence, North 02°43'14" West, 737.93 feet with the East line of said Boudreaux Estates, Section 3 and the West line of the said 19.2528 acre tract to a 5/8 inch steel rod found marking the Northwest corner of the said 19.2528 acre tract and the herein described tract, said point being in the East line of Lot 79 of said Boudreaux Estates, Section 3, said point also being the Southwest corner of the residue of that certain 5.0600 acre tract of land conveyed to L. D. Neidigk, et ux and Roy L. Bayne, et ux, as described in deed recorded under County Clerk's File No. M467117 of the said Real Property Records;

Thence, North 87°42'00" East, 1067.62 feet with the South line of the said 5.0600 acre tract and the North line of the said 19.2528 acre tract to an "X" in concrete found in the West line of said State Highway No. 249 marking the Northeast corner of the herein described tract, said point being the Northwest corner of that certain 1.055 acre tract of land conveyed to the State of Texas, as described in deed recorded under County Clerk's File No. N815624 of the said Real Property Records, said point also being in the arc of a non-tangent curve to the right, having a radius of 2849.79 feet and a central angle of 01°33'06";

Thence, in a Southerly direction, with the West line of said State Highway No. 249, and with the said curve to the right having a radius of 2849.79 feet (chord bearing South 12°29'30" East, 77.18 feet), an arc distance of 77.18 feet to a 5/8 inch steel rod with aluminum (TxDOT) cap found at a point of tangency;

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(281) 440-7730 • Fax (281) 440-7737
www.thomaslandsurveying.com

Page 3 of 6

19.0890 Acres
April 5, 2007
Page 2

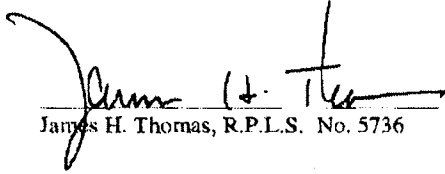
Thence, continuing with the West line of said State Highway No. 249, South $11^{\circ}42'57''$ East, 424.03 feet to a 5/8 inch steel rod with cap set at a point of curve to the left, having a radius of 1542.89 feet and a central angle of $06^{\circ}39'37''$;

Thence, continuing with the West line of said State Highway No. 249, and with the said curve to the left having a radius of 1542.89 feet (chord bearing $15^{\circ}02'45''$ East, 179.25 feet), an arc distance of 179.35 feet to a 5/8 inch steel rod found at a point of tangency;

Thence, continuing with the West line of said State Highway No. 249, South $18^{\circ}22'34''$ East, 26.76 feet to a 5/8 inch steel rod set at the Northerly end of the aforesaid cut-back line for Boudreaux Road, said point being the most Easterly Southeast corner of the herein described tract;

Thence, South $36^{\circ}32'42''$ West, 53.53 feet with the said cut-back line to the PLACE OF BEGINNING and containing 19.0890 acres or 831,516 square feet of land, more or less.

This description is based on the land title survey and plat (Job No. 07-15204) made under the direction of James H. Thomas, Registered Professional Land Surveyor on April 4, 2007.


James H. Thomas, R.P.L.S. No. 5736



FRONTIER SURVEYORS, INC.
990 VILLAGE SQUARE G-200
TOMBALL, TEXAS 77375
PHONE (281) 351-7153 FAX (281) 351-7997

**METES AND BOUNDS
TRACT I**

August 16, 2002

BEING 5.112 acres of land comprising of Lot 199, Lot 200, Lot 201 and Reserve "B", of Boudreaux Estates, Section Three, an unrecorded subdivision situated in the North one-half of the August Senechal Survey, Abstract Number 722, Harris County, Texas, and being the same Lot 201 and the North ½ of Lot 200 as described under Harris County Clerk's File Number K017806, Lot 199 and the South ½ of Lot 200 as described under Harris County Clerk's File Number K017807, and Reserve "B" as described under Harris County Clerk's File Number H433378, of the said unrecorded subdivision. (Bearing basis as described in said Harris County Clerk's File Number K017807 North 12°51'07" East, along the West line.) said 5.112 acre tract of land being described by Metes and Bounds as follows:

BEGINNING: at a set ¾ inch iron rod in the West right-of-way of Boudreaux Road for the Southeast corner of the herein described tract, the Southeast corner of the said Reserve "B" and the Northeast corner of a 314.781 acre tract of land described under Harris County Clerk's File Number J059251 and from said corner a found ½ inch iron rod bears South 03°00'32" West, a distance of 0.62 feet;

THENCE: North 89°48'05" West, with the North line of the said 314.781 acre tract of land, the South line of said Reserve "B" and the South line of said Lot 199, a distance of 692.22 feet, to a found ½ inch iron rod in the East line of Boudreaux Circle (60 feet wide) for the Southwest corner of the herein described tract and the Southwest corner of said Lot 199;

THENCE: North 12°51'07" East, a distance of 448.03 feet, with the said East line of said Boudreaux Circle (60 feet wide), the East line of said Lot 199, Lot 200 and Lot 201, to a found ½ inch iron rod for the Northwest corner of the herein described tract, the Northwest corner of said Lot 201, in the South line of Boudreaux Estates Drive. (60 feet wide);

2002-104

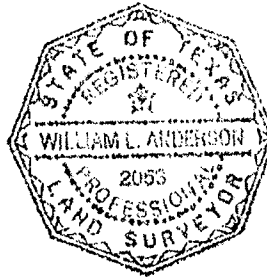
THENCE: South 70°43'20" East, a distance of 502.00 feet, with the said South line of Boudreaux Estates Drive, the North line of said Lot 201 and the North line of said Reserve "B" to a found ½ inch iron rod for an angle point;

THENCE: continuing with the South line of Boudreaux Estates Drive and the North line of said Reserve "B", South 89°46'12" East, a distance of 120.00 feet to a found ½ inch iron rod at the intersection of the said South line of Boudreaux Estates Drive and the said West line of Boudreaux Road, for the Northeast corner of the herein described tract and the Northeast corner of the said Reserve "B";

THENCE: South 00°16'14" West, a distance of 273.00 feet, with the said West line of Boudreaux Road and the East line of said Reserve "B" to the PLACE OF BEGINNING and containing 5.112 acres of land.

This is to certify that this description of land represents an actual survey made on the ground under my supervision, as shown by the accompanying plat and substantially complies with the current Texas Society of Professional Land Surveyors Standards and Specifications for a Category 1A, Condition III, Survey.

William L. Anderson
 WILLIAM L. ANDERSON
 PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NUMBER 2053



WLAKLD
 2002-104

Exhibit "C"

AMENDED STRATEGIC PARTNERSHIP AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This **AMENDED STRATEGIC PARTNERSHIP AGREEMENT** (this "Amended Agreement") is made and entered into, effective as of _____, by and between the **CITY OF TOMBALL, TEXAS**, a home rule municipality of the State of Texas (the "City") and **HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 273**, a conservation and reclamation district created pursuant to Article XIV, Section 59, Texas Constitution and operating pursuant to Chapters 49 and 54, Texas Water Code (the "District") (collectively, the "Parties").

RECITALS

The District was created for the purpose of providing water, sewer and drainage facilities and recreational and road facilities to the land within its boundaries. The District is located within the extraterritorial jurisdiction ("ETJ") of the City, but is not currently within its corporate limits.

The District, the City, and A-K VENTURE CAPITAL, L.C. ("Developer") entered into a Development Agreement dated November 3, 2014, as amended by First Amendment to Development Agreement dated _____, 2017 (collectively, "Development Agreement"), which provides various agreements by the City which incentivize the immediate development by Developer of a mixed use project known as Grand Parkway Town Center (the "Project").

The provisions of Tex. Local Gov't Code, Section 43.0751 (the "Act") state that the City and the District may enter into a strategic partnership agreement.

The City and the District, after the provision of required notices, held public hearings in compliance with the Act. Based upon public input received at such hearings, the City and the District entered into the original strategic partnership agreement (the "Original Strategic Partnership Agreement") to provide the terms and conditions under which services will be provided to the District by the City and to provide for the limited purpose annexation of certain land by the City. The City adopted the Original Strategic Partnership Agreement and performed the limited purpose annexation on May 11, 2015. The Original Strategic Partnership Agreement was recorded in the Harris County Public Records as 20150194315.

Due to changes in the plan of development by the developer and the timing of annexation by the City and other issues outlined in the First Amendment to the Development Agreement, the Parties wish to enter into this Amended Strategic Partnership Agreement.

The Parties agree to annex for full purposes all of the known commercial property in the District (the "Commercial Tract") pursuant to Tex. Local Gov't Code, Section 43.0751(f)(4) on or before December 31, 2017. A map of the known Commercial Tract of the property in the District is attached as **Exhibit B**.

The Parties wish to enter into this Amended Agreement to amend the terms and conditions under which services will be provided to the District by the City and provide for the terms of full purpose annexation of the Commercial Tract in the District.

The Parties agree that the Original Strategic Partnership Agreement remains in full force and effect and this Amended Agreement simply amends and modifies sections of the Original Strategic Partnership Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the District agree and amend the Original Strategic Partnership Agreement as follows:

A. Addition of Section 1.02. The Original Strategic Partnership Agreement has been amended to add Section 1.02 as follows:

1.02. Additional Findings and conclusions. The City and the District hereby find and declare:

a. The Act authorizes the City and the District to enter into the Original Strategic Partnership Agreement and this Amended Agreement.

b. In compliance with Subsection (p) of the Act, this Amended Agreement (i) does not require the District to provide revenue to the City solely for the purpose of an agreement with the City to forgo annexation of the District, and (ii) provides benefits to each party, including revenue, services, and regulatory benefits which are reasonable and equitable with regard to the benefits provided to the other party.

c. All the terms and conditions contained in this Amended Agreement are lawful and appropriate to provide for the provision of municipal services and annexation.

d. The District is not obligated to make payments to the City for services except as otherwise provided herein.

e. This Amended Agreement has been duly adopted by the City and the District at an open meeting at which members of the public

who wanted to present testimony or evidence regarding the Amended Agreement were given the opportunity to do so.

B. Deletion of Section 2.02. Section 2.02 of the Original Strategic Partnership Agreement "Section 2.02. Property Taxes and District Liability for Debts of the City." is hereby deleted and replaced with the following:

2.02. Full Purpose Annexation of the Commercial Tract/ Agreement Not to Annex Other Property. The Parties agree that the City will annex the Commercial Tract in the District for full purposes. A map of the Commercial Tract that will be annexed for full purposes is attached as **Exhibit "B"**. Pursuant to Local Government Code, Section 43.0751(f)(4), the Parties agree the City will annex for full purposes the Commercial Tract and the City will not annex for full purposes any of the residential property in the District, nor will the District make a payment in lieu of the City annexing any residential property into the City for full purposes. The Parties agree that the Commercial Tract in the District be annexed for full purposes on or before December 31, 2017. Any property in the District that is not a part of the Commercial Tract will remain annexed only for limited purposes, and the City agrees not to annex such portion without the District's consent. However, if the owner of any such commercial property in the District requests annexation for full purposes, the District agrees not to withhold its consent, and thereafter the City will consider annexation for full purposes any such property, which shall thereafter be considered a portion of the Commercial Tract.

C. Amended Section 3.01. Section 3.01 of the Original Strategic Partnership Agreement is deleted and replaced with the following amended section:

3.01. Imposition of the City's Sales and Use Tax. The City and its component units shall impose their 2% sales and use tax (the "Sales and Use Tax"), which includes a sales and use tax of 0.5% for property tax reduction, within the Commercial Tract automatically upon the full-purpose annexation of the Commercial Tract. The Sales and Use Tax shall be automatically imposed on the receipts from the sale and use at retail of taxable items at the rate provided within the City. The Sales and Use Tax shall take effect on the date described in Texas Tax Code, Section 321.102.

D. Amended Section 4.02. Section 4.02 of the Original Strategic Partnership Agreement is deleted and replaced with the following amended section:

4.02. City Services. The City agrees to provide full City services to the Commercial Tract in the District annexed for full purposes, except for wastewater services. The City agrees to provide retail water to the

Commercial Tract and agrees to provide emergency services to the Commercial Tract, including fire protection, police protection and all other City emergency services. For any property that is not annexed for full purposes in the District, the City may provide City services, but is not under an obligation to do so.

E. Amended Section 5.04. Section 5.04 of the Original Strategic Partnership Agreement is deleted and replaced with the following amended section:

5.04. Dissolution of the District following the entire District annexed for full-purposes. Upon full purpose annexation of the entire District, including any and all residential property, not just the Commercial Tract, the City shall then act to dissolve the District in accordance with applicable law; provided that, if the City has not dissolved the District within 90 days after all land in the District is annexed for full purposes, the District shall be automatically abolished on the 91st day. At such time, the City will assume all rights, assets, liabilities and obligations of the District (including all obligations to reimburse the developers within the District, as described in Article 5.01(b)(ii)) and the District will not be continued or converted for limited purposes. The City's obligations under Section 3.02(b) shall survive full-purpose annexation of territory within the District and dissolution of the District.

F. Additional Section 5.05. Section 5.05 is added to the Strategic Partnership Agreement:

5.05 District Issuing Bonds. The District may issue bonds for the purpose of purchasing and constructing, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, parks and recreational facilities, and street, road and bridge facilities or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. Such bonds will expressly provide that the District reserves the right to redeem the bonds on any interest-payment date subsequent to the fifteenth (15th) anniversary of the date of issuance without premium and will be sold only after the taking of public bids therefor, and none of such bonds, other than refunding bonds, will be sold for less than 95% of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than

forty-five (45) days after notice of sale of the bonds is given. The resolution authorizing the issuance of the District's bonds will contain a provision that any pledge of the revenues from the operation of the District's water and sewer and/or drainage system to the payment of the District's bonds will terminate when and if the City dissolves the District and assumes all of the obligations of the District. Any refunding bonds of the District must provide for a minimum of three percent present value savings and no maturity of the refunding bonds may extend beyond the latest maturity of the refunded bonds, unless approved by the City in writing prior to the sale thereof.

G. Effect of Amendments. Except as specifically provided in this Amendment, the terms of the Original Strategic Partnership Agreement continue to govern the rights and obligations of the Parties, and all terms of the Original Strategic Partnership remain in full force and effect. If there is any conflict or inconsistency between this Amended Agreement the Original Strategic Partnership Agreement, this Amended Agreement control and modify the Original Strategic Partnership Agreement.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the undersigned Parties have executed this Amended Agreement effective as of the date first written above.

CITY OF TOMBALL, TEXAS

Mayor

ATTEST:

City Secretary

TOMBALL ECONOMIC DEVELOPMENT
CORPORATION

President

HARRIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 273

President, Board of Directors

ATTEST:

Secretary, Board of Directors

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

 This instrument was acknowledged before me on this the ____ day of _____, by _____, Mayor of the City of Tomball, Texas, on behalf of said city.

Notary Public, State of Texas

(NOTARY SEAL)

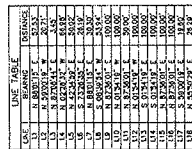
THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

 This instrument was acknowledged before me on this the ____ day of _____, by _____, _____ of the Board of Directors of Harris County Municipal Utility District No. 273, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

(NOTARY SEAL)

Exhibit B



CURVE	DELTA	RAQ-5	LENGTH	CROSS
C1	581.922	822.74	810.59	N 37°42'41" E = 501.77
C2	22°58'24"	1059.78	413.33	N 65°19'38" W = 419.87
C3	137°50'	1378.00	391.11	N 23°02'18" W = 391.11
C4	12°25'50"	1515.00	278.80	S 14°10'30" E = 339.14
C5	353°21'33"	2159.00	1389.80	N 72°59'58" E = 1375.96
C6	073°12'33"	2024.35	13.26	N 55°50'10" E = 13.76

MATCHLINE "B"

WILLIAM PERKINS SURVEY
ABSTRACT NO. 621

TRACT 1
65.6190 ACRES
(2,858,363 SQ. FT.)

I-K TEXAS VENTURE CAPITAL, L.C.
 (H.C.C.F. NO. P57137)
 (H.C.C.F. NO. 20150073274)
 (H.C.C.F. NO. 20150446291)
 (H.C.C.F. NO. 20150424892)
 (H.C.C.F. NO. 20150446503)
 (H.C.C.F. NO. 20150446572)

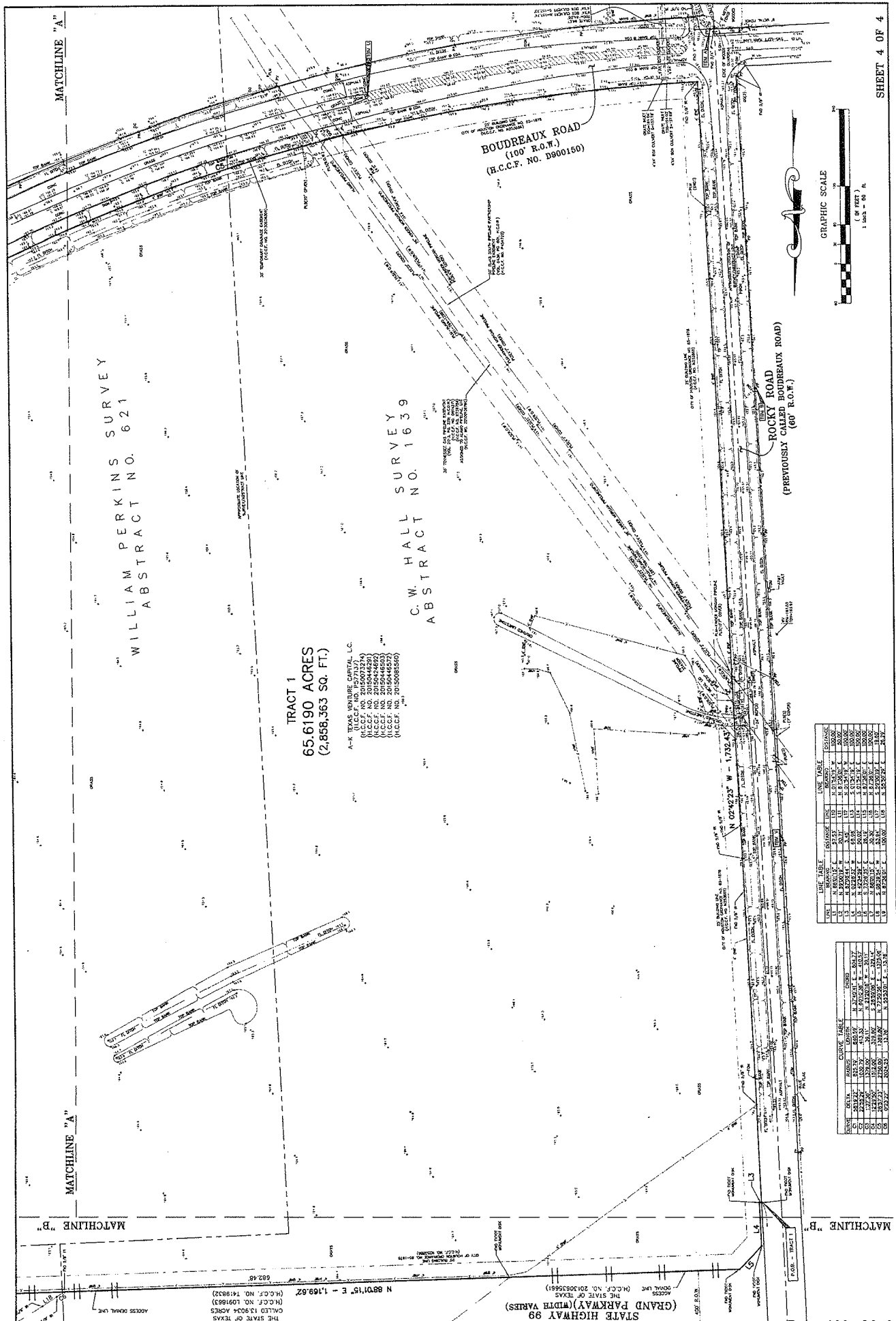
BOUDREAU ROAD
(100' R.O.W.)
(H.C.C.F. NO. D900150)

NORTHPOINT,
CANYON GATE @ SECTION FIVE
(FILM CODE NO. 411020; H.C.M.R.)

MATCHLINE "A"

MATCHLINE "A"

SHEET 3 OF 4



MATCHLINE "A"

MATCHLINE "A"

MATCHLINE "B"

MATCHLINE "B"

WILLIAM PERKINS SURVEY
ABSTRACT NO. 621

C.W. HALL SURVEY
ABSTRACT NO. 1639

TRACT 1
65.6190 ACRES
(2,858,363 SQ. FT.)

A-K TEXAS OILFIELD, L.C.
(H.C.C.F. NO. 2015007374)
(H.C.C.F. NO. 2015007375)
(H.C.C.F. NO. 2015007376)
(H.C.C.F. NO. 2015007377)
(H.C.C.F. NO. 2015007378)
(H.C.C.F. NO. 2015007379)

BOUDREAUX ROAD
(100' R.O.W.)
(H.C.C.F. NO. D800150)

ROCKY ROAD
(PREVIOUSLY CALLED BOUDREAUX ROAD)
(60' R.O.W.)



LINE	TABLE	LINE	TABLE
1	100.00	10	100.00
2	100.00	11	100.00
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6	100.00	15	100.00
7	100.00	16	100.00
8	100.00	17	100.00
9	100.00	18	100.00

LINE	TABLE	LINE	TABLE
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3	100.00	12	100.00
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5	100.00	14	100.00
6	100.00	15	100.00
7	100.00	16	100.00
8	100.00	17	100.00
9	100.00	18	100.00

STATE HIGHWAY 99
(GRAND PARKWAY) (WIDTH VARIES)
THE STATE OF TEXAS
(H.C.C.F. NO. 2015005581)

N 85°15' E - 1169.82
(H.C.C.F. NO. 1419832)

May 10, 2016

Tract 1

***65.6190 acres of land in the William Perkins Survey, Abstract No. 621,
the T. A. Duclos Survey, Abstract No. 1473,
and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas***

A FIELD NOTE DESCRIPTION of 65.6190 acres (2,858,363 square feet) of land in the Williams Perkins, Survey, Abstract No. 621, in the T. A. Duclos Survey, Abstract No. 1473, and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas; said 65.6190 acre tract of land being several tracts of land conveyed to A-K Venture Capital, L.C., as recorded in Harris County Clerk's File Nos. P577137, 20150073274, 20150446291, 20150424692, 20150446503, 20150446572 and 20150085560; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE at a 5/8-inch iron rod found at the intersection of the south right-of-way line of Boudreaux Estates Drive (previously called Boudreaux Road, 60 feet wide) with the east right-of-way line of Rocky Road (previously called Boudreaux Road, 60 feet wide) for the northwest corner of a 14.8700 acre tract of land conveyed to Greater Life Church, as recorded in Harris County Clerk's File No. P747894;

THENCE, South 02° 42' 23" East with the east right-of-way line of said Rocky Road, at a distance of 508.47 pass a point at the intersection of the east right-of-way line of said Rocky Road with the north right-of-way line of State Highway 99 (Grand Parkway, right-of-way width varies), as recorded in Harris County Clerk's File No. 20130635661 and continuing for a total distance of 1,125.13 feet to a TXDOT monument disk found at the intersection of the east right-of-way line of said Rocky Road with the south right-of-way line of said State Highway 99 for a northwest corner and the POINT OF BEGINNING of this tract;

THENCE, North 87° 08' 44" East - 3.45 feet with a south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an interior corner of this tract;

THENCE, North 02° 28' 32" West - 66.98 feet with an east right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 42° 34' 59" East - 50.02 feet with the southeast right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 88° 01' 15" East - 1,169.62 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, South 73° 26' 35" East - 26.19 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 88° 01' 15" East - 30.30 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for the beginning of a non-tangent curve to the right;

THENCE, in a southeasterly direction with the south right-of-way line of said State Highway 99 and with said non-tangent curve to the right having a radius of 1,030.79 feet, a central angle of 22° 58' 29", a length of 413.33 feet and a chord bearing South 60° 10' 38" East – 410.57 feet to a 5/8-inch iron rod found in the southwest right-of-way line of State Highway 249 (width varies) for the northeast corner of this tract;

THENCE, in a southeasterly direction with the southwest right-of-way line of said State Highway 249 and with a non-tangent curve to the right having a radius of 1,379.00 feet, a central angle of 01° 37' 30", a length of 39.11 feet and a chord bearing South 23° 20' 16" East – 39.11 feet to a 5/8-inch iron rod with cap stamped "T.E.A.M." found for the end of said curve;

THENCE, South 22° 44' 12" East – 154.41 feet with the southwest right-of-way line of said State Highway 249 to a TXDOT monument disk found for a point-of-curvature;

THENCE, in a southeasterly direction with the southwest right-of-way line of said State Highway 249 and with a curve to the left having a radius of 1,512.00 feet, a central angle of 12° 29' 50", a length of 329.80 feet and a chord bearing South 28° 59' 08" East – 329.14 feet to a TXDOT monument disk found for the end of said curve;

THENCE, South 35° 12' 22" East – 395.67 feet with the southwest right-of-way line of said State Highway 249 to a TXDOT monument disk found at the northeast end of a cutback at the intersection of the southwest right-of-way line of said State Highway 249 with the northwest right-of-way line of Boudreaux Road (100 feet wide), as recorded in Harris County Clerk's File No. D900150 for a southeast corner of this tract;

THENCE, South 08° 39' 54" West – 53.94 feet with said cutback to a TXDOT monument disk found at the southwest end of said cutback for a southeast corner of this tract;

THENCE, South 58° 19' 09" West – 791.84 feet with the northwest right-of-way line of said Boudreaux Road to a 5/8-inch iron rod found for the beginning of a non-tangent curve to the right;

THENCE, in a westerly direction with the north right-of-way line of said Boudreaux Road and with said non-tangent curve to the right having a radius of 2,750.00 feet, a central angle of 28° 57' 23", a length of 1,389.80 feet and a chord bearing South 72° 50' 56" West – 1,375.06 feet to a 5/8-inch iron rod found at the intersection of the north right-of-way line of said Boudreaux Road with the east right-of-way line of said Rocky Road for the southwest corner of this tract;

THENCE, North 02° 42' 23" West – 1,732.43 feet with the east right-of-way line of said Rocky Road to the POINT OF BEGINNING and containing 65.6190 acres (2,858,363 square feet) of land.

Note: This metes-and-bounds description was written in conjunction with a survey performed on even date.

COMPILED BY:
TEXAS ENGINEERING AND MAPPING
Civil Engineers - Land Surveyors
Stafford, Texas
Firm Registration No. 10119000
Job No. 356-181
356-181_South_Tract_R1.doc



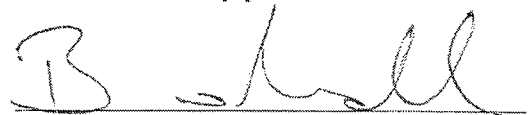

Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776

Exhibit "D"



Exhibit "E"

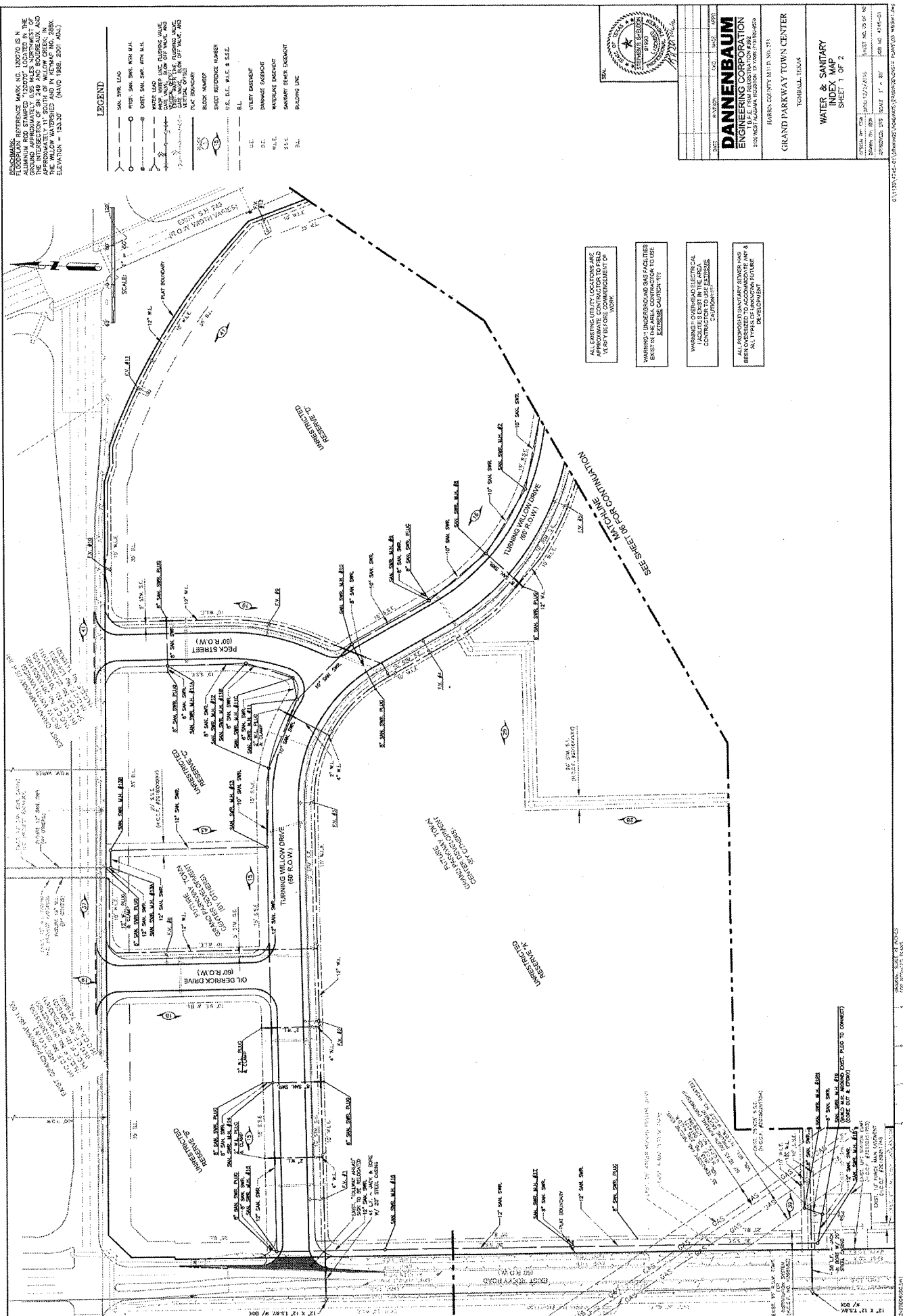


Exhibit "F"

Planned Development District (PDD)

I. INTRODUCTION

This planned unit development application was prepared on behalf of NewQuest Properties pursuant to the City of Tomball ordinances related to Planned Development District (PDD). The purpose of this Grand Parkway Town Center PDD document is to encourage flexibility in the use and development of the land in order to promote the most appropriate design. These requirements will help to facilitate the development of a commercial project that will service the surrounding communities. Through a combination of high quality architectural standards, attractive landscaping and careful attention to detail the project will create a strong presence in the community.

The development and operation of the property described herein shall be governed solely by the terms of this PDD for purposes of Chapter 50 of the City of Tomball Code of Ordinances. In the event of any conflicts between the terms and provisions of this PDD and the terms and provisions of the City of Tomball Code of Ordinances, present or future, the terms and provisions of the PDD shall supersede and control. No provision of Chapter 50 of the City of Tomball Code of Ordinances, as such may be amended from time to time, shall prevent the development or operation of the property so long as the terms and provisions of the PDD are satisfied. To the extent this document does not address subject matter governed by Sec. 50-77 of the City of Tomball Code of Ordinances, the provisions of Sec. 50-77 in effect as of the date of this document shall apply to the project.

II. EXISTING CONDITIONS

A. Physical Opportunities and Constraints

Located at the southwest corner of the intersection of State Highway 249 and Grand Parkway, the project is composed of 65.6190 acres. It is just north of Boudreaux Road and the Northpointe subdivision and east of Rocky Road. Refer to Exhibit A - Area Location Map, Tract 1 on Exhibit B - Project Survey, and Exhibit C - Legal Description.

Located along the southwestern corner of the site are a thirty five (35) foot wide pipeline easement and a fifty (50) foot wide pipeline easement that extend diagonally from Rocky Road to Boudreaux Road. The site is currently undeveloped and in a rough graded condition. Please refer to Exhibit B, Project Survey for all existing conditions.

B. Surrounding Land Use

The mix of land uses that surround the project range from single family residential to commercial uses. Immediately west and north of the project is undeveloped land. To the east, across S.H. 249, is Graceview Baptist Church. Southeast is a variety of commercial uses including an automobile dealership as well as an auto repair facility south of the site is Northpointe, a single family development. More rural residential development is located to the southwest of the site. The surrounding land uses can be seen on Exhibit A, Area Location Map, located in the exhibits section of this document.

III. PROJECT DESCRIPTION

A. Compliance with Comprehensive Plan

The City of Tomball's Comprehensive Plan does not designate a specific land use for this parcel. However, the proposed commercial development is consistent with existing development along S.H. 249 as well as along Grand Parkway.

B. Plan Description

The Concept Plan is proposing various retail and commercial uses, including multiple large anchor tenants, a large grocery store with attached retail and a fuel center, various pad sites for banks and restaurants, a pharmacy and similar single tenant development. The southwest portion of the site is proposed as various commercial uses. A large detention pond will be located toward the center of the site to provide the necessary detention within the development. The Concept Plan for the Grand Parkway Town Center PDD is included as Exhibit D in the exhibit section of this

document. With potential shift in the market conditions of the area, changes may be made to the Concept Plan per Article III, Section E (12) below.

Access to the site may be taken from the frontage roads for the Grand Parkway and/or from S.H. 249. Local traffic will be able to access the site from Rocky Road and Boudreux Road. Adequate internal circulation will be provided within the site to ensure appropriate access and internal connectivity between uses. This includes an internal 60' right of way connecting to Rocky Road and Boudreux Road in the locations depicted on the Concept Plan. The proposed pad sites will primarily be situated immediately adjacent to Grand Parkway and S.H. 249 while the large anchor tenants will be both internal to the site and at the intersection of the major thoroughfares.

The project will be developed with a consistent signage and landscaping plan that will create cohesiveness amongst the various users as well as help to unify the project and create an aesthetically pleasing destination for residents and visitors to the area.

C. General Project Character

1. **Buildings:** All buildings within the project shall be constructed of typical materials used on similar projects in the area. The materials and colors of each building shall be complementary to the surrounding project. No further restrictions shall apply to the size, location or materials of the buildings within the project.
2. **Access & Mobility:** The project will take primary access from Grand Parkway and S.H. 249 and secondary access from Rocky Road and Boudreaux Road.
3. **Parks Dedication:** No designated park land or fee in lieu thereof or open space dedication is required within the project.

D. Zoning

1. **Current and Surrounding Zoning:** The property and all surrounding property are currently outside the city limits of the City of Tomball and are therefore are not within any zoning district.
2. **Platting:** The City of Tomball hereby acknowledges that a preliminary plat has been submitted for the project meeting the requirements of Section 50-37 of the Tomball Zoning Ordinance.
3. **Land Uses:** All uses designated as permitted or permitted subject to a conditional use permit (CUP) in a Commercial District (C) as of the date of this PDD shall be allowed by right. For the avoidance of doubt, the current City of Tomball Commercial District ordinance and Use Regulations chart are attached hereto as Exhibit E.

E. Project Development Regulations

With some exceptions contained herein, the project will conform to the development regulations for the Commercial Zoning District as described in Section 50-77 of the Tomball Zoning Ordinance. Any items not specifically addressed below shall revert to the regulations set forth in the Tomball Zoning Ordinance in place at the time the PDD is approved. The below regulations shall apply to all development within the project:

1. **Building Height:** The maximum building height for any building within the PDD shall be one hundred twenty (120) feet. All accessory buildings (as defined in the zoning ordinance) shall be limited to one (1) story in height.
2. **Minimum Building Setbacks:** The below setback shall be adhered to on all development within the PDD

- a. Front Setback (arterial) – Minimum twenty-five (25) feet from front property line (including front property line adjacent to an arterial street).
 - b. Interior Front Setback – Minimum of ten (10) feet from any public right-of-way located within the interior of the project.
 - c. Interior Side Setbacks - When retail or commercial uses are platted adjacent to other retail or commercial uses and integrated into an overall shopping center site, no side yard setback is required.
 - d. Rear Setback - Minimum ten (10) feet from front property line.
 - e. Side Setbacks - Minimum ten (10) feet from the property line.
3. Maximum Lot Coverage:
 - a. Commercial Uses - Maximum lot coverage is 70 percent including main and accessory buildings; maximum 90 percent impervious coverage (including all buildings, parking areas, sidewalks, etc.)
4. Maximum floor area: There is no maximum floor area ratio.
5. Screening, Buffering and Fencing Requirements: All standards listed in Section 50-115 of the Zoning Ordinance must apply with the below exception
 - a. A six (6) foot high tubular steel fence may be permitted at the perimeter of the property if no solid screening wall is required.
 - b. All required screening will be opaque except in the case of garden centers that are attached as an accessory use to the primary retail center. In lieu of opaque screening, garden centers will be required to provide a permanent enclosure but no opacity regulations are required.
6. Supplemental Regulations:
 - a. Temporary Seasonal Sale – With the exception of the regulations listed below, Section 50-116(2)(b) shall be adhered to.
 - i. Temporary seasonal sales may occupy the parking spaces that are required by this chapter for the primary uses of the property for seasonal sales on a temporary basis only, which is a maximum of 30 days per display of seasonal materials and a maximum of seven displays per calendar year, provided parking is adequate and not overloading the streets or adjacent properties
 - ii. Tenants or occupants may conduct occasional sidewalk sales on the sidewalk located immediately in front of the premises such tenant or occupant is then occupying so long as the sidewalk sales do not impair ingress and egress on such sidewalks. Any anchor tenant or grocery store may conduct year round selling on the sidewalk immediately in front of the premises occupied by such anchor tenant or grocery store.
7. Landscaping: Landscaping must be installed in accordance with the landscape plan for the project (See Exhibit F - Landscape Plan). Final location of all planting may shift as final design of the individual parcels is developed, but an amendment to the landscape plan will not be required so long as the total number of trees and shrubs and the overall percentage of landscape area does not change more than ten (10) percent from the approved plan.
8. Lighting: The project will be consistent with the lighting regulations as set forth in the City of Tomball Code of Ordinances. Specific regulations are stated below:
 - a. All lighting shall be directed downward and shielded so as to prevent the direct illumination of public rights-of-way and adjacent properties and to minimize glare. Lighting shall be limited to a maximum of four footcandle along all property lines, unless adjacent to a residential district or use.
9. Facade Overlay District:
 - a. The PDD is not subject to any current or future Overlay District
10. Parking: The project will comply with the parking requirements listed below:

- a. All Retail and Grocery uses - 4 spaces per 1000 sq. ft.
 - b. Home Improvements Center – 2.5 spaces per 1000 sq. ft.
 - c. Eating Establishment – 8 space per 1000 sq. ft.
 - d. Bank/Financial Institution – 3 spaces per 1000 sq. ft.
 - e. Office - 3 spaces per 1000 sq. ft.
11. Public Street:
- a. Any public street must have a minimum sixty (60) foot right of way. Utilities may be provided within the allotted right of way, for utilities not part of the City of Tomball. No additional utility easements will be required if sufficient space is available within the right of way.
12. Changes to Concept Plan: The City Manager or designee shall approve any changes to the concept plan so long as the project continues to be consistent with other first class commercial projects in the area. Changes that do not conform with the foregoing require approval of the Planning and Zoning Commission and City Council.

F. Utilities

Utilities will be provided by Harris County Municipal Utility District No. 273 and Northpointe Water Control and Improvement District and will be coordinated with all applicable agencies.

G. Signage

The project will comply with the signage requirements listed below:

1. Definitions:
 - a. Approved Signs: The signage shown on Exhibits G-1 and G-2 attached hereto, plus any signage which is, from time to time, adopted by a National Chain located in the project.
 - b. National Chain: A retail business which operates (i) fifty (50) or more united in at least two (2) states under the same trade name, or (ii) twenty-five (25) or more units in the State of Texas under the same trade name.
2. Pylon/Monument Signage: On-premises and off-premises ground signs will be provided in a cohesive manner throughout the Commercial Tract. Please refer to Exhibit G-1 for the proposed locations of Approved Signs and Exhibit G-2 for the signage designs (collectively, the Signage Exhibits). The final locations and design of the Approved Signs may vary depending on the final layout of the Project, and shall be determined by Developer. So long as the maximum size and number of Approved Signs does not differ materially from those depicted in the Signage Exhibits, no amendment to the attached Signage Exhibits will be required, and such signs are part of the Approved Signage. No provision of Chapter 34 of the City of Tomball Code of Ordinances, as such may be amended from time to time, shall prevent the installation of the Approved Signage. All signs depicted in the Signage Exhibits shall be constructed according to the standards of the International Building Code, 2012 edition (nonresidential) (the International Building Code) and any amendments to the International Building Code adopted by the City of Tomball and in effect as of the date of this document.
3. Wall Signs: The maximum horizontal length of any tenant wall sign (including wall signs of National Chains) shall not exceed eighty percent (80%) of the width of such tenant's usable storefront. Storefront width applies to one (1) surface material. If the width of the storefront contains more than one building/façade material, the size limitation shall be determined based on the width of one (1) building/façade material, rather than the combined width of multiple building/façade materials. Except for the foregoing, wall signs shall be allowed within the Project without limitation to the number, size or location of such wall signs.
4. Construction/Advertising Signs: Signs setting forth information concerning a building or other structure under repair or construction or advertising the sale or rental of the premises are permitted so long as the building or

other structure is under repair or construction or so long as the premises is for sale or rent, and no permit shall be required to erect, construct or reconstruct such signs.

5. Temporary Signs: Temporary signs are permitted for advertising grand openings and holiday promotions so long as such temporary signs are removed within sixty (60) days of the date they are installed. Temporary signs shall otherwise be permitted for up to fourteen (14) consecutive days. No permit shall be required to erect, construct or reconstruct such signs.
6. National Chain Signs: Subject to Section G (3) above, the standard signs and logos of a National Chain (including, but not limited to, marquee signs, projecting signs, wall signs and roof signs) shall be permitted so long as such signs and logos do not utilize flashing, moving or audible lights or appurtenances.
7. CEVMS: Changeable electronic variable message signs (CEVMS) are permitted adjacent to state right-of-way so long as such CEVMSs meet the other requirements contained within Chapter 34 of the City of Tomball Code of Ordinances.
8. Signs Permits: The foregoing notwithstanding, the City of Tomball may issue permits for signage in the project, but only to ensure the requirements of this Section G have been satisfied. If the NewQuest Properties, or its affiliate, certifies to the City that any signage in the project satisfies the requirements of this Section G, the City shall issue permits for the signage within ten (10) days thereafter.

H. Development Schedule

It is anticipated that Grand Parkway Town Center PDD will be developed in multiple phases over a three (3) year period. The Concept Plan is conceptual in nature and the location and size of the buildings may change in response to market driven forces. The location and timing of the phases is dependent upon market driven forces and the City of Tomball shall approve any future changes to location of timing of the phases and/or the Concept Plan so long as the project is consistent with other first class commercial projects in the area.

I. Exhibits

- A. Area Map
- B. Survey
- C. Legal Description
- D. Master Site Plan
- E. Sec. 50-77 – Commercial District (C) & Sec. 50-82 – Use regulations (charts)
- F. Landscape Plan
- G. Signage Exhibits

Exhibit "A"



EXHIBIT A

GRAND PARKWAY TOWN CENTER ± 65.6 ACRES OF LAND NEWQUEST PROPERTIES

a acre map exhibit for

OPTION A

prepared for

BGE
KERRY R. GILBERT
& ASSOCIATES

— Land Buying Consultants —
23601 Chico Ranch Blvd., Suite A-250
Katy, Texas 77624

7000 North Moogee, Suite 330
Dallas, Texas 75230
Tel: 214-579-4340
Fax: 214-579-4341

NOT TO SCALE

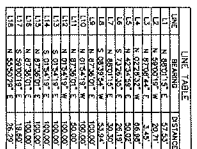
MAY 26, 2016
KRG 11459

THIS MAP IS A PHOTOGRAPHIC AERIAL PHOTOGRAPHY OF THE SUBJECT PROPERTY AND ITS SURROUNDINGS. IT IS NOT A SURVEY AND DOES NOT REPRESENT THE BOUNDARIES OF THE PROPERTY. IT IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN FOR INFORMATIONAL PURPOSES. NO WARRANTY IS MADE BY THE AGENT OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

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Exhibit "B"

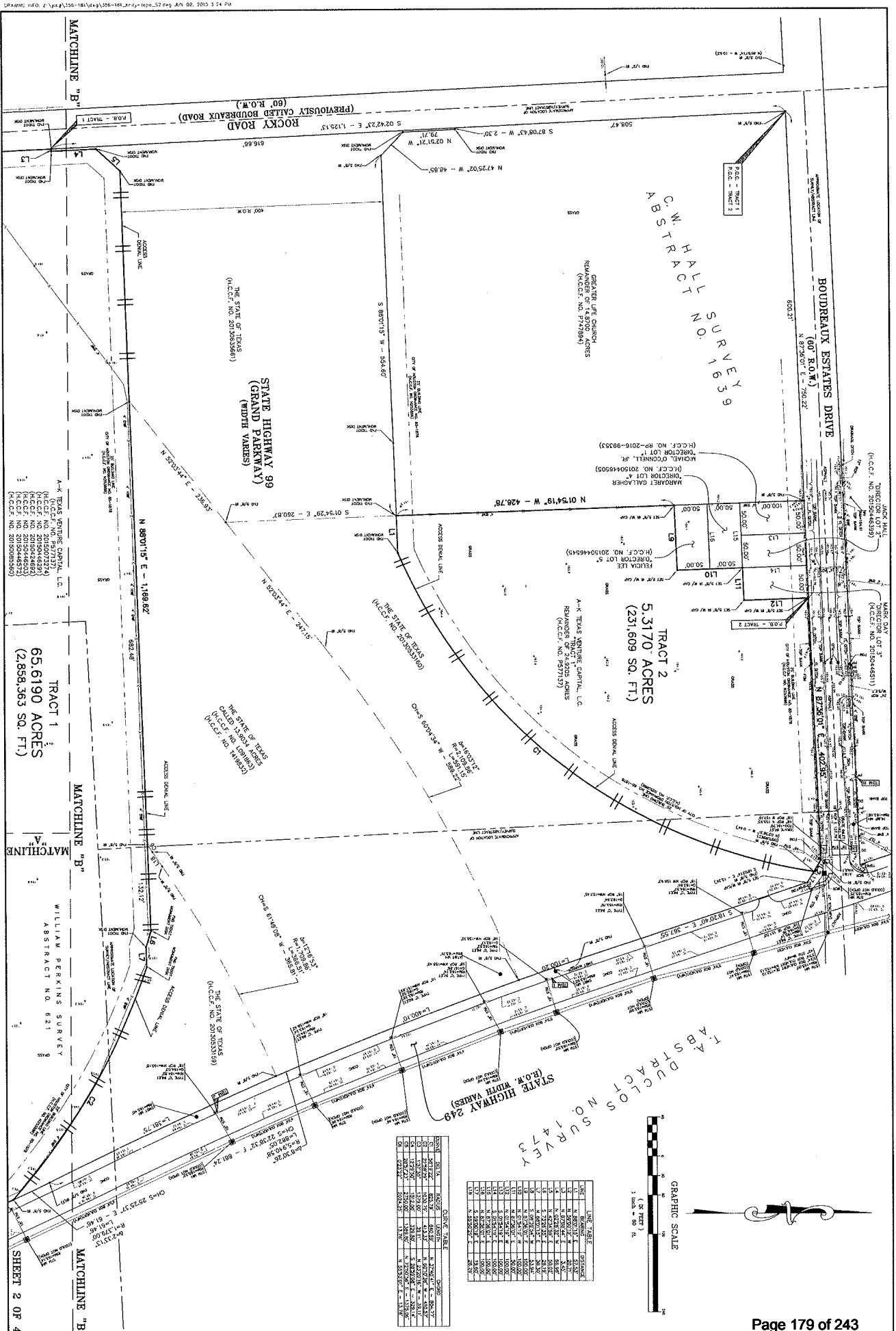
Page 178 of 243

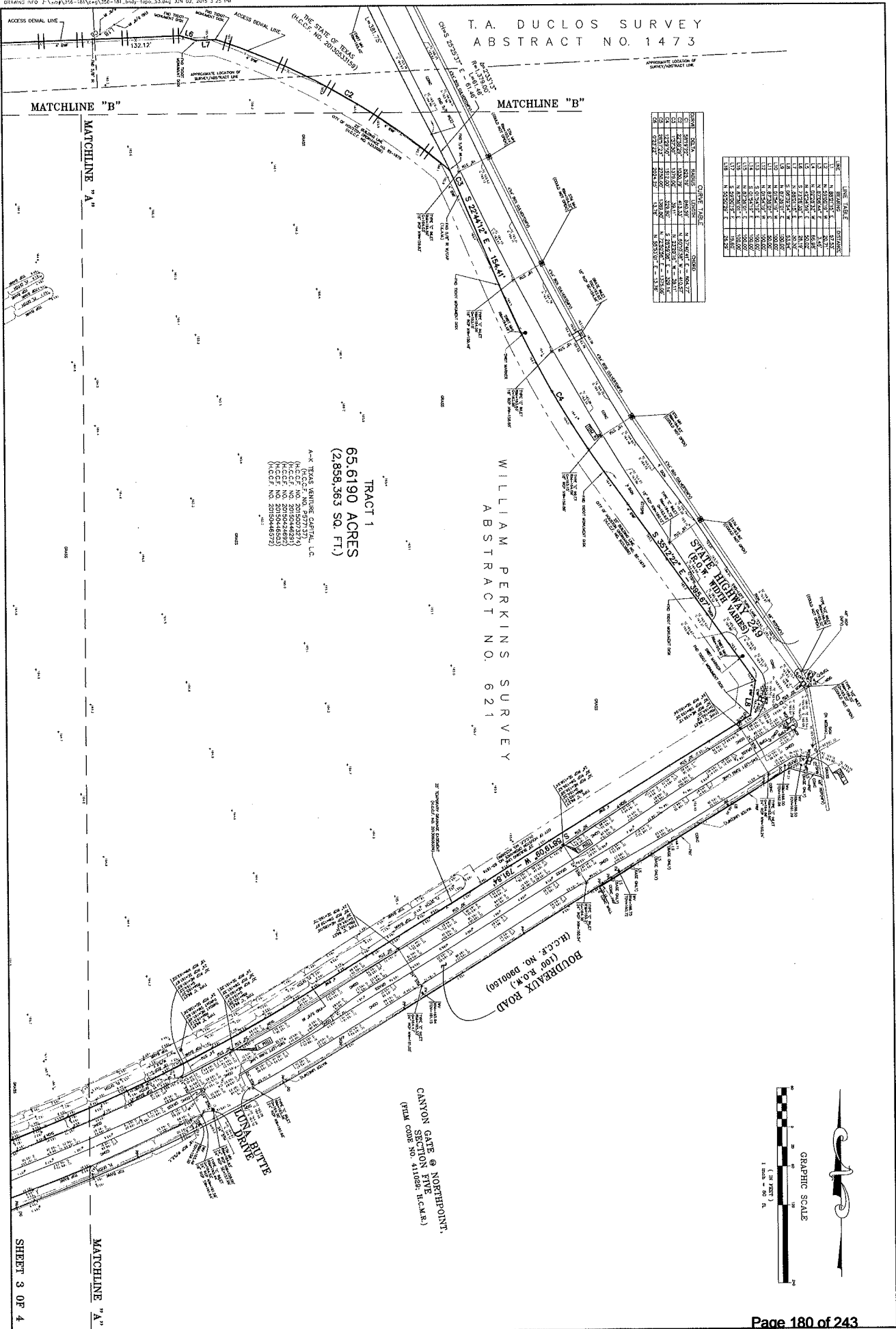


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SHEET 1 OF 4





STATE HIGHWAY 99
(GRAND PARKWAY)(WIDTH VARIES)
THE STATE OF TEXAS
(H.C.C.F. NO. 20130635661)

THE STATE OF TEXAS
CALLED 13.9034 ACRES
(H.C.C.F. NO. 1091853)
(H.C.C.F. NO. 1418432)

ACCESS DENIAL LINE

MATCHLINE "B"

MATCHLINE "B"

LINE	BEARING	DIST.	AREA
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2	S 89°01'15" W	1,169.62'	13.9034
3	N 89°01'15" E	1,169.62'	13.9034
4	S 89°01'15" W	1,169.62'	13.9034
5	N 89°01'15" E	1,169.62'	13.9034
6	S 89°01'15" W	1,169.62'	13.9034
7	N 89°01'15" E	1,169.62'	13.9034
8	S 89°01'15" W	1,169.62'	13.9034
9	N 89°01'15" E	1,169.62'	13.9034
10	S 89°01'15" W	1,169.62'	13.9034

LINE	BEARING	DIST.	AREA
1	N 89°01'15" E	1,169.62'	13.9034
2	S 89°01'15" W	1,169.62'	13.9034
3	N 89°01'15" E	1,169.62'	13.9034
4	S 89°01'15" W	1,169.62'	13.9034
5	N 89°01'15" E	1,169.62'	13.9034
6	S 89°01'15" W	1,169.62'	13.9034
7	N 89°01'15" E	1,169.62'	13.9034
8	S 89°01'15" W	1,169.62'	13.9034
9	N 89°01'15" E	1,169.62'	13.9034
10	S 89°01'15" W	1,169.62'	13.9034

TRACT 1
65.6190 ACRES
(2,858,363 SQ. FT.)

A-1 TEXAS VENTURE CAPITAL, L.C.
(H.C.C.F. NO. 2013007214)
(H.C.C.F. NO. 2013007214)
(H.C.C.F. NO. 2013007214)
(H.C.C.F. NO. 2013007214)
(H.C.C.F. NO. 2013007214)
(H.C.C.F. NO. 2013007214)

C.W. HALL SURVEY
ABSTRACT NO. 1639

WILLIAM PERKINS SURVEY
ABSTRACT NO. 621

ROCKY ROAD
(PREVIOUSLY CALLED BOUDREAU ROAD)

BOUDREAU ROAD
(H.C.C.F. NO. 0900160)
(100' R.O.W.)

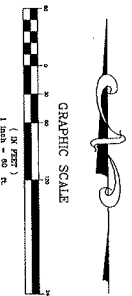


EXHIBIT C

May 10, 2016

Tract 1

***65.6190 acres of land in the William Perkins Survey, Abstract No. 621,
the T. A. Duclos Survey, Abstract No. 1473,
and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas***

A FIELD NOTE DESCRIPTION of 65.6190 acres (2,858,363 square feet) of land in the Williams Perkins, Survey, Abstract No. 621, in the T. A. Duclos Survey, Abstract No. 1473, and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas; said 65.6190 acre tract of land being several tracts of land conveyed to A-K Venture Capital, L.C., as recorded in Harris County Clerk's File Nos. P577137, 20150073274, 20150446291, 20150424692, 20150446503, 20150446572 and 20150085560; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE at a 5/8-inch iron rod found at the intersection of the south right-of-way line of Boudreaux Estates Drive (previously called Boudreaux Road, 60 feet wide) with the east right-of-way line of Rocky Road (previously called Boudreaux Road, 60 feet wide) for the northwest corner of a 14.8700 acre tract of land conveyed to Greater Life Church, as recorded in Harris County Clerk's File No. P747894;

THENCE, South 02° 42' 23" East with the east right-of-way line of said Rocky Road, at a distance of 508.47 pass a point at the intersection of the east right-of-way line of said Rocky Road with the north right-of-way line of State Highway 99 (Grand Parkway, right-of-way width varies), as recorded in Harris County Clerk's File No. 20130635661 and continuing for a total distance of 1,125.13 feet to a TXDOT monument disk found at the intersection of the east right-of-way line of said Rocky Road with the south right-of-way line of said State Highway 99 for a northwest corner and the POINT OF BEGINNING of this tract;

THENCE, North 87° 08' 44" East - 3.45 feet with a south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an interior corner of this tract;

THENCE, North 02° 28' 32" West - 66.98 feet with an east right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 42° 34' 59" East - 50.02 feet with the southeast right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 88° 01' 15" East – 1,169.62 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, South 73° 26' 35" East – 26.19 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 88° 01' 15" East – 30.30 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for the beginning of a non-tangent curve to the right;

THENCE, in a southeasterly direction with the south right-of-way line of said State Highway 99 and with said non-tangent curve to the right having a radius of 1,030.79 feet, a central angle of 22° 58' 29", a length of 413.33 feet and a chord bearing South 60° 10' 38" East – 410.57 feet to a 5/8-inch iron rod found in the southwest right-of-way line of State Highway 249 (width varies) for the northeast corner of this tract;

THENCE, in a southeasterly direction with the southwest right-of-way line of said State Highway 249 and with a non-tangent curve to the right having a radius of 1,379.00 feet, a central angle of 01° 37' 30", a length of 39.11 feet and a chord bearing South 23° 20' 16" East – 39.11 feet to a 5/8-inch iron rod with cap stamped "T.E.A.M." found for the end of said curve;

THENCE, South 22° 44' 12" East – 154.41 feet with the southwest right-of-way line of said State Highway 249 to a TXDOT monument disk found for a point-of-curvature;

THENCE, in a southeasterly direction with the southwest right-of-way line of said State Highway 249 and with a curve to the left having a radius of 1,512.00 feet, a central angle of 12° 29' 50", a length of 329.80 feet and a chord bearing South 28° 59' 08" East – 329.14 feet to a TXDOT monument disk found for the end of said curve;

THENCE, South 35° 12' 22" East – 395.67 feet with the southwest right-of-way line of said State Highway 249 to a TXDOT monument disk found at the northeast end of a cutback at the intersection of the southwest right-of-way line of said State Highway 249 with the northwest right-of-way line of Boudreaux Road (100 feet wide), as recorded in Harris County Clerk's File No. D900150 for a southeast corner of this tract;

THENCE, South 08° 39' 54" West – 53.94 feet with said cutback to a TXDOT monument disk found at the southwest end of said cutback for a southeast corner of this tract;

THENCE, South 58° 19' 09" West – 791.84 feet with the northwest right-of-way line of said Boudreaux Road to a 5/8-inch iron rod found for the beginning of a non-tangent curve to the right;

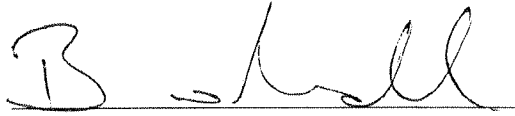
THENCE, in a westerly direction with the north right-of-way line of said Boudreaux Road and with said non-tangent curve to the right having a radius of 2,750.00 feet, a central angle of 28° 57' 23", a length of 1,389.80 feet and a chord bearing South 72° 50' 56" West – 1,375.06 feet to a 5/8-inch iron rod found at the intersection of the north right-of-way line of said Boudreaux Road with the east right-of-way line of said Rocky Road for the southwest corner of this tract;

THENCE, North 02° 42' 23" West – 1,732.43 feet with the east right-of-way line of said Rocky Road to the POINT OF BEGINNING and containing 65.6190 acres (2,858,363 square feet) of land.

Note: This metes-and-bounds description was written in conjunction with a survey performed on even date.

COMPILED BY:
TEXAS ENGINEERING AND MAPPING
Civil Engineers - Land Surveyors
Stafford, Texas
Firm Registration No. 10119000
Job No. 356-181
356-181_South_Tract_R1.doc




Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776



THIS MAP IS A PRELIMINARY SITE PLAN AND IS NOT A FINAL ENGINEERING OR ARCHITECTURAL DRAWING. IT IS NOT TO BE USED FOR CONSTRUCTION OR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF BGE. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE AN OFFER OF ANY FINANCIAL PRODUCT OR SERVICE. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF BGE.

EXHIBIT D



7000 North Meigs, Suite 300
 Dallas, Texas 75230
 Tel: 214.575.0040
 Fax: 214.575.0040
 2555 Dallas Parkway, Suite 204
 Dallas, Texas 75230
 Tel: 972.444.0001
 Fax: 972.444.0001
 MAY 26, 2016
 KSA #1455



GRAND PARKWAY TOWN CENTER ± 62.6 ACRES OF LAND NEWQUEST PROPERTIES

a master site plan exhibit for

NOTE: ALL LAND USES, BUILDING FOOTPRINTS AND ROAD ALIGNMENTS ARE PROPOSED AND SUBJECT TO CHANGE BASED ON FINAL DEVELOPMENT. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE AN OFFER OF ANY FINANCIAL PRODUCT OR SERVICE. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF BGE.

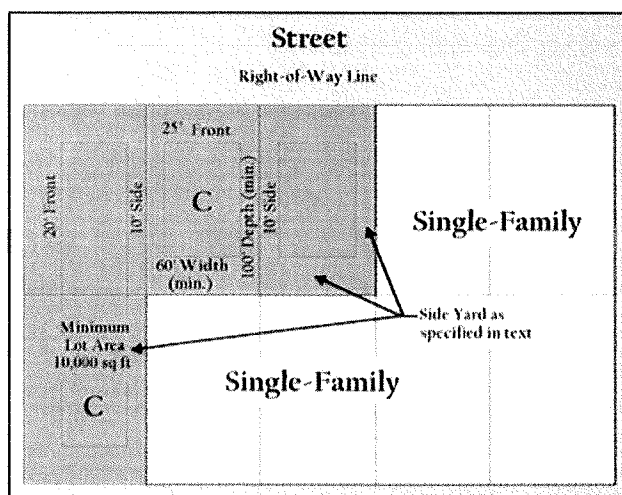
Exhibit "D"

Exhibit "E"

Sec. 50-77. - Commercial District (C).

- (a) General purpose and description. The C Commercial District is intended to provide a location for commercial and service-related establishments, such as wholesale product sales, welding/contractors shops, automotive repair services, upholstery shops, and other similar commercial uses. Some light manufacturing may also be allowed with certain conditions. The uses envisioned for the C Commercial District will typically utilize smaller sites and have operation characteristics which are generally not compatible with residential uses and some nonresidential uses. Convenient access to thoroughfares and collector streets is also a primary consideration.
- (b) Permitted uses. Those uses listed for the C district in the use charts (section 50-82) as "P" or "C" are authorized uses permitted by right or conditionally permitted uses, respectively.
- (c) Height regulations. The maximum height in the C district shall be:
 - (1) 70 feet for the main buildings; also see setback requirements related to height in subsection (d)(2)b of this section.
 - (2) One story for accessory buildings.
 - (3) Additional height may be approved by CUP.
- (d) Area regulations.
 - (1) Size of lot.
 - a. Minimum lot area: 10,000 square feet.
 - b. Minimum lot width: 60 feet.
 - c. Minimum lot depth; 100 feet.
 - (2) Size of yards.
 - a. Minimum front yard: 25 feet. Where a lot faces a designated arterial street, the front yard shall be a minimum of 35 feet.
 - b. Minimum side and rear yard: ten feet. If adjacent to a single-family, duplex (two family), patio home or single-family attached district, then side and rear setbacks (within which parking is permitted) shall be according to the height of the primary structure, as follows:

Illustration 50-77-1: Setback and height relationship for commercial structures



1. Setbacks shall be measured at a ratio of five feet in horizontal setback distance for every three feet of building height as shown in Illustration 50-75-2.
 2. Setback measurements shall be calculated by story.
 3. These measurements shall not limit any building to less than 35 feet.
- c. Interior side yards: when retail uses are platted adjacent to other retail uses and integrated into an overall shopping center site (i.e., lots/lease spaces abutting one another), no side yard is required provided it complies with the city's building code.
- d. Exceptions for certain retail shopping center outbuildings fronting State Highway 249: notwithstanding any other provision of this section to the contrary, the building line for retail outbuildings adjacent to State Highway 249 and State Highway 249 Bypass shall be ten feet if:
1. The retail outbuilding is within a shopping center development (a development comprised of retail businesses which share common parking and pedestrian areas and facilities for their clientele) which contains not less than 1¼ acres of land and which has not less than 240 feet of frontage on said State Highway 249 and State Highway 249 Bypass;
 2. The retail outbuilding contains not more than 100 square feet of floor area;
 3. The retail outbuilding is located so as not to create a hazard to vehicular or pedestrian traffic on the shopping center site, the adjacent State Highway 249 and State Highway 249 Bypass, or any other adjacent public or private street or property; limit spacing of said structures to no greater than one per 300 feet;
 4. The retail outbuilding is located not less than 50 feet from any paved portion of State Highway 249 and State Highway 249 Bypass, whether main lane or access road; and
 5. The retail outbuilding is located so as to be a minimum of 300 feet from the closest retail outbuilding along either side of State Highway 249 and State Highway 249 Bypass, measured in a straight line from the center fronts of each retail outbuilding.
- (3) Maximum lot coverage. Maximum lot coverage is 60 percent including main and accessory buildings; maximum 90 percent impervious coverage (including all buildings, parking areas, sidewalks, etc.).
- (4) Maximum floor area. Maximum floor area ratio (FAR) is 2:1.
- (5) The maximum glare produced by any industry shall be limited to four footcandles of illumination intensity beyond the industrial or commercial tract boundary throughout the light frequency spectrum beginning with ultraviolet and ending through the infrared wavelengths.

(Code 1978, § 5-9; Code 1993, § 14-9; Ord. No. 2008-01, § 31, 2-4-2008)

Sec. 50-82. - Use regulations (charts).

(a) Conformance with the use charts.

- (1) Generally. The use of land and/or buildings shall be in accordance with those listed in the following use charts. No land or building shall hereafter be used and no building or structure shall be erected, altered, or converted other than for those uses specified in the zoning district in which it is located. The legend for interpreting the permitted uses in the use charts are:

P	Designates use permitted in the zoning district indicated
(Blank)	Designates use prohibited (i.e., not allowed) in the zoning district indicated
C	Designates use may be permitted in the zoning district indicated by a CUP (also see section 50-81)
±	The land use is defined within section 50-2

- (2) Unlisted uses. If a use is not listed (or is blank) in the use charts, it is not allowed in any zoning district (see subsection (a)(4) of this section).
- (3) Use chart organization. The land uses are listed in the use charts in alphabetical order.
- (4) Classification of new/unlisted uses. It is recognized that new types of land use will arise in the future, and forms of land use not presently anticipated may seek to locate in the city. In order to provide for such changes and contingencies, a determination as to the appropriate classification of any new or unlisted form of land use in the use charts shall be made as follows:

a. Initiation.

1. A person, city department, the planning and zoning commission, or the city council may propose zoning amendments to regulate new and previously unlisted uses.
2. A person requesting the addition of a new or unlisted use shall submit to the city manager or his designee, all information necessary for the classification of the use, including but not limited to the following:
 - (i) The nature of the use and whether the use involves dwelling activity, sales, services, or processing;
 - (ii) The type of product sold or produced under the use;
 - (iii) Whether the use has enclosed or outside storage and the amount and nature of the storage;
 - (iv) Anticipated employment typically anticipated with the use;
 - (v) Transportation requirements;
 - (vi) The nature and time of occupancy and operation of the premises;
 - (vii) The off-street parking and loading requirements;
 - (viii) The amount of noise, odor, fumes, dust, toxic materials and vibration likely to be generated;

(ix) The requirements for public utilities such as sanitary sewer and water and any special public services that may be required; and

(x) Impervious surface coverage.

- b. The city manager, or his designee, shall refer the question concerning any new or unlisted use to the planning and zoning commission, requesting a recommendation as to the zoning classification into which such use should be placed. The referral of the use interpretation question shall be accompanied by the statement of facts in subsection (a)(4)a.2 of this section. An amendment to this chapter shall be required as prescribed by section 50-34.
- c. The planning and zoning commission shall consider the nature and described performance of the proposed use and its compatibility with the uses permitted in the various districts and determine the zoning district or districts within which such use is most similar and should be permitted (by right or by CUP).
- d. The planning and zoning commission shall transmit its findings and recommendations to the city council as to the classification proposed for any new or unlisted use. The city council shall approve or disapprove the recommendation of the planning and zoning commission or make such determination concerning the classification of such use as is determined appropriate based upon its findings. If approved, the new or unlisted use shall be amended in the use charts of subsection(b) of this section according to section 50-34.
- e. Standards for new and unlisted uses may be interpreted by the city manager, or his designee, as those of a similar use. When a determination of the appropriate zoning district cannot be readily ascertained, the same criteria outlined in subsection (a)(b) of this section shall be followed for determination of the appropriate district. The decision of the city manager, or his designee, may be appealed according to the process outlined in subsections (a)(4)a2 through (a)(4)d of this section.

(b) Use charts.

Types of Land Uses	Residential Zoning Districts							Nonresidential Zoning Districts					OT&M U	Parking ratio (Also see section 50-112)		
	A	SF	SF	SF	D	M	MH	O	G		C	L				
	G	-20-E	-9	-6		F	P		R			I				
Agriculture																
Bulk grain and/or feed storage	P											C	C		1 space per 1,000 square feet	
Farm (ranch, garden, crops, livestock, or orchard) ‡	P	P	P	P		P	P		P	P	P		P	P	P	None

Feed and grain store/farm supply store ‡	C														C		P	P		C	1 space per 500 square feet
Flour and other grain mills																		P			1 space per 1,000 square feet
Livestock, wholesale/auction	C																				None
Livestock sales/auction	C																				None
Stable, commercial	C																		C		1 space per 1,000 square feet
Stables (private, principal or accessory use) ‡	P				C																None
Residential																					
Accessory building/structure (business or industry) ‡															P	P		P	P	P	None
Accessory building/structure (residential) ‡	P	P	P	P		P	P													P	None
Accessory dwelling	P	P	P	C		C	C													P	None
Garage/accessory dwelling ‡	P	P	P	C		C	C													P	None
Caretaker's, guard's residence ‡	P	C						P		P	P				P	P			P		1 space per caretaker/guard
Dwelling, four-family							P													P	2 spaces per

(quadraplex) (defined under Multiple-family dwelling) ‡																		dwelling
Dwelling, HUD code-manufactured home ‡								P									C	2 spaces per dwelling
Dwelling, industrialized home ‡	P	P	P	P		P	P	P									C	2 spaces per dwelling
Dwelling, multiple-family ‡							P										P	2 spaces per dwelling
Dwelling, single-family attached ‡						P	P										P	2 spaces per dwelling
Dwelling—Single-family detached ‡	P	P	P	P		P	P										P	2 spaces per dwelling
Dwelling, two-family, duplex or duplex townhome ‡						P	P										P	2 spaces per dwelling
Dwelling, zero-lot line/patio home ‡						P	P										P	2 spaces per dwelling
Home occupation ‡	P	P	P	P		P	P			P		P	P				P	None
Residential use ‡	P	P	P	P		P	P	P	C	C		C					P	2 spaces per dwelling
Private street subdivision	P	P	P	P		P	P			C		C					P	None
Office																		
Clinic, emergency care										P		P	P				C	1 space per 150 square feet
Clinic, medical and/or										P	P		P	P			P	1 space per

dental																	300 square feet
Credit agency									P	P		P	P		P		1 space per 300 square feet
Bank, savings and loan, or credit union (no motor bank services)									P	P		P	P		P		1 space per 300 square feet
Bank, savings and loan, or credit union (with motor bank services)									C	P		P	P		P		1 space per 300 square feet
Office, professional and general business ‡									P	P		P	P		P		1 space per 300 square feet
Office, parole-probation										P		P	P		C		1 space per 300 square feet
Office showroom/warehouse ‡									C	C		P	P		P		1 space per 300 square feet
Security monitoring company (no outside storage)									P	P		P	P		P		1 space per 300 square feet
Telemarketing agency									C	C		C	P		C		1 space per 250 square feet
Telephone exchange/switching station ‡	C								P	P		P	P		C		1 space per 500 square feet
Temporary real estate	P	P	P	P		P	P	P	P	P		P	P		P		4 spaces

field office																	
Model home (including sales office)	P	P	P	P	P	P	P	P	P	P		C	C		P		2 spaces per model
Personal and Business																	
Ambulance service										C		P	P		C		1 space per 500 square feet
Automobile driving school (including defensive driving)									C	P		P	P		P		1 space per classroom seat
Barber/beauty shop (no related school/college)									C	P		P	P		P		1 space per 200 square feet
Bed and breakfast inn ‡	P	C	C	C		C	C		C	P		P			P		2 spaces plus one per guest room
Check cashing service										P		P	P		P		1 space per 100 square feet
Dance hall/dancing facility ‡										C		C			P		1 space per 100 square feet
Dance/drama/music schools (performing arts, martial arts)	C	C	C	C		C	C		C	C	P		P	P		P	1 space per 100 square feet
Fortunetelling and similar activities ‡													C				1 space per 300 square feet

Funeral home ‡										C		P	P		C	See section 50-112
Greenhouse (non-retail/hobby)	P	P	P	P		P	P		P						P	None
Health club (indoor)									C	P		P	P		P	One space per 300 square feet
Health club (outdoor)										P		P	P		P	One space per 300 square feet
Hotel/motel ‡										P		P	P		P	See section 50-112
Laundromat/washateria/self-service ‡										P		P	P		P	1 space per 200 square feet
Laundry/dry cleaning (retail only, drop off/pick up) ‡									C	P		P	P		P	1 space per 200 square feet
Mailing service (private)										P		P	P		P	1 space per 200 square feet
Pharmacy (retail only)									C	P		P	P		P	1 space per 200 square feet
Reception venue	C	C							C	P		P	P		P	1 space: 4 seats
Recreational vehicle park								C								
Rehabilitation care facility (halfway house) ‡	C	C	C	C		C	C	C	C	P		C P	P		C	Greater of 1 per three

																	beds or 1.5 spaces per dwelling
Rehabilitation care institution (business) ‡	C	C	C	C	C	C	C	C	P		P	P	P				Greater of 1 per three beds or 1.5 spaces per dwelling
Seamstress, dressmaker or tailor (retail only)								C	P		P	P	P				1 per 200 square feet
Sexually oriented business													C				
Tattoo or body piercing studio ‡									C		P						1 space per 200 square feet
Wedding chapel									P		P	P	P				1 per four seats
Retail																	
Antique shop (no outside sales or storage) ‡									P		P	P	P				1 space per 500 square feet
Antique shop (with outside storage)									C		P	P	P				1 space per 500 square feet
Apparel shop									P		P	P	P				1 space per 200 square feet
Art gallery/museum/dealer ‡								C	P		P	P	P				1 space per 500 square feet

Artist or photography studio										C	P		P	P	P	1 space per 500 square feet
Bakery, retail (eating establishment, no drive-through) ‡										C	P		P	P	P	1 space per 200 square feet
Bakery, retail (with drive-through)											P		P	P	P	1 space per 200 square feet
Bakery (wholesale) ‡													P	P	P	1 space per 500 square feet
Bird and pet shops (retail only)											P		P	P	P	1 space per 200 square feet
Book/stationery shop (retail only) ‡											P		P	P	P	1 space per 200 square feet
Brewpub										C	P		P	P	P	1 space per 1,000 square feet for the brewing of beer, ale, etc., plus 1 space per 100 square feet for associated eating or drinking establishments
Building material sales/lumber yard ‡											C		P	P	P	1 space per 1,000 square

																		feet
Carpenter shop										C			P	P		P		1 space per 500 square feet
Catering service										P			P	P		P		1 space per 500 square feet
Consignment shop										C			P	P		P		1 space per 300 square feet
Convenience store (with or without gasoline sales) ‡										P			P	P		P		See section 50-112
Copy shop ‡										C	P			P	P		P	1 space per 200 square feet
Drinking establishment										C	P			P	P		P	
Drug store (retail only)											P			P	P		P	1 space per 200 square feet
Eating establishment (with drive-in service) ‡											C			P	P		P	Greater: 1 per 100 square feet; 1 per 3 seats based on max seating capacity or; 1 per 12 spaces
Eating establishment (with no drive-through service) ‡										C	P			P	P		P	

Eating establishment (with drive-through service) ‡											P		P	P		P	
Electronic goods (retail only)											P		P	P		P	1 space per 200 square feet
Florist shop (retail only) ‡										C	P		P	P		P	1 space per 200 square feet
Food or grocery store											P		P	P		P	1 space per 500 square feet
Furniture and appliance store (retail only) ‡											P		P	P		P	1 space per 500 square feet
Furniture store (new and used) ‡											P		P	P		P	1 space per 200 square feet
General retail stores (no outside storage)											P		P	P		P	1 space per 200 square feet
Gift or card shop (retail only)										C	P		P	P		P	1 space per 200 square feet
Hardware store											P		P	P		P	1 space per 400 square feet
Hobby and crafts store (retail only)										C	P		P	P		P	1 space per 200 square feet

Home improvement center																P			P	P		P	1 space per 400 square feet plus one per 1,000 square feet of warehouse area
Jewelry store																P			P	P		P	1 space per 200 square feet
Market, open air, flea																			C	P		P	1 space per 200 square feet
Meat and fish market (retail only)																P			P	P		P	1 space per 200 square feet
Motion picture studios, commercial films																C			P	P		P	1 space per 300 square feet
Motion picture theater (indoors)																P			P	P		P	See section 50-112
Nursery ‡																P			P	P		P	1 space per 1,000 square feet of sales area
Garden shop ‡																P			P	P		P	1 space per 200 square feet
Painting and refinishing shop																C			P	P		P	1 space per 500 square feet

Piano and musical instruments (retail only)											P		P	P	P	1 space per 200 square feet
Shoe repair shop (retail only)											P		P	P	P	1 space per 200 square feet
Sign shop (small scale, such as a storefront; includes sign and banner making for retail sale only; no outside storage)											P		P	P	P	1 space per 300 square feet
Stone monuments and gravestones, engraving and retail sales only											C		P	P	C	1 space per 500 square feet
Trophy engraving											P		P		P	1 space per 300 square feet
Upholstery shop (nonauto)											P		P	P	P	1 space per 200 square feet
Used merchandise											P		P	P	P	1 space per 200 square feet
Video rental/sales											P		P	P	P	1 space per 200 square feet
Transportation and Auto Services																
Airport or landing field ‡	C													C		1 space per 500 square feet

All-terrain vehicle (go-carts) dealer/sales (w/outdoor sales, storage, and display)											P			P	P			1 space per 300 square feet
All-terrain vehicle (go-carts) dealer/sales (w/no outdoor sales, storage, and display)											P			P	P		C	1 space per 300 square feet
Auto accessories (retail sales only)											P			P	P		P	1 space per 200 square feet
Auto body repair/painting											C			P	P		P	1 space per 200 square feet
Auto dealer (new, auto servicing and used auto sales as accessory uses only, w/outdoor sales, storage, and display) ‡											P			P	P			See section 50-112
Auto dealer (new, auto servicing and used auto sales as accessory uses only, w/no outdoor sales, storage, and display)											P			P	P		C	See section 50-112
Auto dealer, primarily used auto sales w/outdoor sales, storage, and display‡											C			P	P			See section 50-112
Auto dealer, primarily used auto sales w/no outdoor sales, storage, and display											C			P	P		C	See section 50-112

Auto glass repair/tinting										P		P	P	P	1 space per 200 square feet
Auto interior shop/upholstery										C		P	P	P	1 space per 200 square feet
Auto muffler shop										C		P	P	P	1 space per 200 square feet
Auto paint shop										C		P	P	P	One per 200 square feet
Auto parts sale (new or rebuilt; no outside storage, no outside display, no repair)										P		P	P	P	1 space per 200 square feet
Auto parts sale (new or rebuilt; with outside storage or display)										C		P	P		1 space per 200 square feet
Auto rental										P		P	P	C	1 space per 200 square feet
Auto repair (major) ‡										C		P	P	C	1 space per 200 square feet
Auto repair (minor) ‡										P		P	P	P	1 space per 200 square feet
Auto storage or auto auction ‡												C	P		1 space per 1,000 square feet

Auto tire sales (indoor)											P		P	P	P	1 space per 200 square feet
Auto wrecker service													P	P	C	1 space per 200 square feet
Automobile assembly														P	C	1 space per 1,000 square feet
Automobile parts manufacturing													C	P	C	1 space per 1,000 square feet
Automobile wash (full service/detail shop) ‡											P		P	P	P	3 space per washing capacity of module
Automobile wash (self- service) ‡											C		P	P	P	3 space per washing capacity of module
Bike sales and/or repair											P		C	P	P	1 space per 500 square feet
Bus or truck storage													P	P		1 space per 1,000 square feet
Gasoline station											P		P	P	P	See section 50-112
Motor freight transportation, storage, and terminal													P	P	C	See section 50-112

Motorcycle sales/dealer w/outdoor sales, storage, and display ‡											P		P	P		See section 50-112
Motorcycle sales/dealer w/no outdoor sales, storage, and display											P		P	P	C	See section 50-112
Parking lot or garage for passenger cars and trucks of less than one-ton capacity ‡	C		C	C	C	C		C	P		P	P		C		None
Personal watercraft sales (new/repair) w/outdoor sales, storage, and display									P		P	P				See section 50-112
Personal watercraft sales (new/repair) w/no outdoor sales, storage, and display									P		P	P		C		See section 50-112
Railroad team tracks, unloading docks, and spurs												P	P		C	None
Railroad yards, round house or shop													C	P	C	1 space per 1,000 square feet
Taxi/limousine service									C		P	P		C		1 space per 1.5 automobiles in service
Tire sales (indoors, no outside storage) ‡												P	P		P	1 space per 1,000 square feet
Tire sales (outdoors, with												C	P			1 space per

outside storage) ‡																		1,000 square feet	
Transfer station (refuse/pick-up) ‡	C													C	C			1 space per 500 square feet	
Transit terminal ‡														P	P		C	See section 50-112	
Truck and bus leasing ‡														P	P			1 space per 1,000 square feet	
Truck sales and services (heavy trucks) ‡														P	P			1 space per 1,000 square feet	
Truck stop ‡														C	P		C	1 space per 1,000 square feet	
Truck terminal ‡														P	P			See section 50-112	
Amusement and Recreation																			
Amusement, commercial (indoor) ‡														C	C	P	P	C	1 space per 100 square feet
Amusement, commercial (outdoor) ‡														C		P	P	C	10 spaces plus 1 per 500 square feet over 5,000 square feet of building and recreation area

owned) ‡																	hole
Playfield or stadium (private)	C									C		P	P		P		1 space per three seats
Recreational vehicle park/campground ‡	C											C	P		C		1.5 per RV pad
Skating rink										P		P	P		P		1 space per 200 square feet, plus 1 per 3 seats based on max capacity
Swimming pool, private (use by membership) ‡	P	P	P	P		P	P		P	P	P		P	P		P	1 space for each 100 square feet of gross water surface and deck area
Swimming pool, commercial ‡										C	P		P	P		P	1 space per 100 square feet of gross water surface and deck area
Tennis court (private/not lighted)	P	P	P	P		P	P		P	P	P		P	P		P	2 spaces per court
Tennis court (private/lighted)	C	C	C	C		C	C		C		C		C	C		C	2 spaces per court
Institutional/Governmental																	
Adult day care (business)	See Household care facility																
Antenna (commercial)	See section 50-116																

Antenna (noncommercial)	See section 50-116														
Armed services recruiting center									P	P		P	P	P	1 space per 300 square feet
Assisted living facility (continuing care retirement community) ‡							P		C	P		P		P	1.5 spaces per dwelling unit plus any additional space for accessory uses
Auction house										C		P	P	C	1 space per 100 square feet
Broadcast station (with tower)	See section 50-116														
Broadcast towers (commercial)	See section 50-116														
Cellular communications tower/PCS	See section 50-116														
Cemetery and/or mausoleum ‡	C	C	C	C		C	C		C	C	C		C	C	1 space per 5,000 square feet of land
Child day care center (business) ‡							C		C	P		P		P	1 space per three children
Church/temple/place of worship ‡	P	P	P	P		P	P		P	P	P		P	P	1 space per four seats in sanctuary
Civic center (municipal) ‡	P	P	P	P		P	P		P	P	P		P	P	10 spaces plus

																		1,300 square feet above 2,000
Civic club									P	P		P	P		P			See section 50-112
Community center (public)	C	C	C	C		C	C	C	P	P		P	P		P			See section 50-112
Community home ‡	P	P	P	P		P	P	P							P			1 space per 300 square feet
Community or social buildings ‡	C	C	C	C		C	C	C	P	P		P	P		P			1 space per 300 square feet
Country club (private) ‡	C	C	C	C		C	C		C	C		C	C		P			10 spaces plus one per 300 square feet above 2,000
Earth satellite dish (private, less than 3 feet in diameter)	See section 50-116																	
Electric power plant													C	P		C		1 space per 1,000 square feet
Electrical substation ‡	C	C	C	C		C	C	C	C	C		C	C		C			1 space per 1,000 square feet
Exhibition hall ‡											C		P	P		C		1 space per 100 square feet
Fair ground or rodeo ‡	C												C	C		C		1 space per

																	1,000 square feet of land area
Family home (child care in place of residence) ‡	P	P	P	P		P	P		P	P	P		P			P	1 space per 10 children plus 1 space per teacher
Fraternal organization ‡										C	P		P	P		P	10 spaces plus 1 per 300 square feet above 2,000
Fraternity or sorority house ‡						C	C			C	C		C			C	2 spaces per bedroom
Governmental building or use (county, state or federal) ‡	C	C	C	C		C	C		C	P	P		P	P		P	1 space per 300 square feet
Heliport ‡										C	C		C	C		C	3 spaces
Helistop										C	C		C	C		C	3 spaces
Hospital ‡										C	P		P	P		P	1 space per bed
Household care facility ‡	P	P	P	P		P	P		P							P	1 space per 6 clients
Household care institution											P		P	P			1 space per 6 clients
Institution for alcoholic, narcotic, or psychiatric patients ‡											C		C	P		C	1 space per 200 square feet
Institution of religious, educational or	C	C	C	C		C	C		C	C	P		P	P		P	1 space per 200 square

philanthropic nature																		feet
Municipal facility or use ‡	P	P	P	P		P	P		P	P	P			P	P		P	1 space per 300 square feet
Museum	C	C	C	C		C	C		C	C	P			P	P		P	See section 50-112
Park and/or playground (private) ‡	P	P	P	P		P	P		P	P	P			P	P		P	
Park and/or playground (public, municipal) ‡	P	P	P	P		P	P		P	P	P			P	P		P	
Penal or correctional institutions	C													P	P		C	1 space per 500 square feet
Post office (governmental)	P	P	P	P		P	P		P	P	P			P	P		P	10 plus 1 per 200 square feet
Non-city public assembly (auditorium, gymnasium, stadiums, meeting halls, etc.)											P			P	P		C	1 space per 4 seats
Radio, television and communications towers	See section 50-116																	
Rectory/parsonage	P	P	P	P		P	P		P	P	P			P	P		P	5 spaces, plus 1 per bedroom
Retirement housing for the elderly ‡	See Assisted living facility																	
Riding academy	P	C	C	C		C	C		C	C	C			C	P		C	1 space per five stalls

Sanitary landfill (private)																	C		1 space per ten acres
School, business (e.g., barber/beauty/cosmetology)												P		P	P		P		1 space per three students, based on design
School, college or university	C	C	C	C		C	C		C	C	P			P	P		P		10 per classroom plus 2 per office
School, commercial trade (vocational) ‡										C	P			P	P		P		1 space per student
School, public or denominational ‡	P	P	P	P		P	P		P	P	P			P	P		P		See section 50-112
School, other than public or denominational ‡										C	P			P	P		P		
Sheltered care facility ‡								C				C		C	C		C		1 space per three beds or 1.5 per dwelling
Sign, all types (defined within the referenced section) ‡	See ch. 34 of this Code																		
Skilled nursing facility ‡								P		C	C			P			C		See section 50-112
Studio for radio and/or television (no towers) ‡										P	P			P	P		P		1 space per 200 square feet
Commercial and Wholesale Trade																			

Animal kennel (outdoor pens)	P													C	P		1 space per 500 square feet
Appliance repair										P				P	P	P	1 space per 500 square feet
Book binding														P	P	P	1 space per 500 square feet
Carpet and rug cleaning plant										C				P	P	C	1 space per 1,000 square feet
Cattle, swine, or poultry feedlot (CAFO)	C														C		1 space per 5,000 square feet of land
Cleaning plant (commercial laundry) ‡										C				P	P	C	1 space per 1,000 square feet
Communication equipment sales/service (installation and/or repair, no outdoor sales or storage or towers/antennae)										P				P	P	P	1 space per 1,000 square feet
Construction contractor with storage yard	C														P	P	1 space per 1,000 square feet of land
Contractor's office/sales, no outside storage including vehicles										P				P	P	P	1 space per 1,000 square feet of land
Contractor's temporary	P	P	P	P	P	P	P	P	P	P				P	P	P	None

on-site construction office (only with permit from building official.)																	
Distribution center ‡											P	P		C			1 space per 1,000 square feet
Electric repair, (domestic equipment and autos)									C	P		P	P	P			1 space per 1,000 square feet
Electronic assembly												P	P		C		1 space per 1,000 square feet
Electro-plating/electro-typing												P	P		C		1 space per 1,000 square feet
Exterminator service/company (no outdoor sales or storage)										P		P	P		P		1 space per 300 square feet
Fix-it shops, small engine, saw filing, mower sharpening										C		P	P		C		1 space per 500 square feet
Fur/hide tanning and finishing													C				1 space per 1,000 square feet
Heating and air conditioning sales/services										C		P	P		C		1 space per 1,000 square feet
Iron works (ornamental)												C	P				1 space per 1,000 square feet

Lawnmower repair and/or sales													C		P	P		C	1 space per 500 square feet
Loading or storage tracks															P	P		C	None
Locksmith													P		P	P		C	1 space per 500 square feet
Machine shop															P	P		C	1 space per 1,000 square feet
Maintenance and repair service for buildings/janitorial													C		P	P		C	1 space per 500 square feet
Manufactured home display or sales (new or used) ‡															C	P		C	1 space per 1,000 square feet
Mattress, making and renovating															P	P		C	1 space per 1,000 square feet
Milk depot, wholesale															P	P			1 space per 1,000 square feet
Mini-warehouse/self storage ‡													C		P	P		C	See section 50-112
Mortuary													C		P	P		C	See section 50-112
Moving and storage company															P	P		C	1 space per 1,000 square feet

News printing														P	P		C	1 space per 1,000 square feet
Outdoor sales as a primary use ‡														C		P	P	1 space per 5,000 square feet of land area
Pawn shop ‡																P	P	1 space per 200 square feet
Pet and animal grooming shop (no outside kennels) ‡														P		P	P	1 space per 200 square feet
Plumbing shop														C		P	P	1 space per 200 square feet
Printing equipment, supplies and repairs														C		P	P	1 space per 500 square feet
Propane sales filling (retail)														C		P	P	1 space per 200 square feet
Publishing and printing company														C		P	P	1 space per 500 square feet
Quick lube/oil change/minor inspection														P		P	P	1 space per 200 square feet
Salvage storage yard ‡																	C	5 per acre
Scientific and industrial																C	P	1 space per

research laboratories (hazardous) ‡																		300 square feet
Scientific and industrial research laboratories (nonhazardous) ‡									P	C		P	P		P			1 space per 300 square feet
Scrap metal storage yard													C					5 space per acre
Security systems installation company										C		P	P		C			1 space per 300 square feet
Sheet metal shop												P	P					1 space per 1,000 square feet
Storage of cement, sands and gravel	C											C	P					1 space per 5,000 square feet of storage area
Storage of used lumber and building materials												C	P					1 space per 5,000 square feet of storage area
Taxicab storage and repair												P	P					1 space per 500 square feet
Taxidermist	C									C		P	P					1 space per 500 square feet
Tool and machinery rental (indoor storage only) ‡										P		P	P		P			1 space per 200 square feet

Tool and machinery rental (with outdoor storage) ‡																			C			P	P			C	1 space per 200 square feet
Vacuum cleaner sales and repair ‡																			P			P	P			P	1 space per 200 square feet
Veterinarian clinic (indoor kennels) ‡	P																		P			P	P			P	1 space per 500 square feet
Veterinarian clinic (outdoor kennels or pens) ‡	C																					C	P				1 space per 500 square feet
Warehouse (defined under storage or wholesale warehouse) ‡																			C			P	P			C	1 space per 1,000 square feet
Welding shop																			C			P	P			C	1 space per 1,000 square feet
Wholesale trade, nondurable goods																			C			P	P			C	1 space per 1,000 square feet
Woodworking shops																			C			P	P			C	1 space per 1,000 square feet
Wrecking materials yard ‡																							C				1 space per 1,000 square feet
Light and Heavy Manufacturing/Industrial																											
Acid manufacture																							C				1 space per 1,000 square

																			feet
Adhesives and sealants manufacture														C	C				1 space per 1,000 square feet
Aircraft parts manufacture															P				1 space per 1,000 square feet
Airplane repair and manufacturing															P				1 space per 1,000 square feet
Animal processing and slaughter														C	C				1 space per 1,000 square feet
Any manufacture or industrial process not listed and not prohibited by law														C	C				1 space per 1,000 square feet
Artificial flower manufacture													C		P	P			1 space per 1,000 square feet
Asphalt paving and roofing material manufacture																C			1 space per 1,000 square feet
Awning manufacture, cloth, metal and wood															P	P			1 space per 1,000 square feet
Bag manufacturing															P	P			1 space per 1,000 square feet
Battery manufacture																C			1 space per

																		1,000 square feet
Bleaching/chorine powder manufacture																	C	2 space per 1,000 square feet
Boiler manufacture and repair																	P	1 space per 1,000 square feet
Bottling works																	P P	1 space per 1,000 square feet
Broom manufacture																	P P	1 space per 1,000 square feet
Candy and other confectionary products manufacture																	C P P	1 space per 1,000 square feet
Canning and preserving factory																	C P	1 space per 1,000 square feet
Canvas and related products manufacture																	P P	1 space per 1,000 square feet
Casein manufacture																	C	1 space per 1,000 square feet
Celluloid and similar cellulose manufacture																	C	1 space per 1,000 square feet
Cement manufacture																	C	1 space per

																		1,000 square feet
Ceramic products manufacture										C		P	P					1 space per 500 square feet
Chalk manufacture													C					1 space per 1,000 square feet
Chemicals (agricultural) manufacture													C					1 space per 1,000 square feet
Chemicals (industrial) manufacture													C					1 space per 1,000 square feet
Clothing manufacture												P	P					1 space per 500 square feet
Coffin manufacture												C	P					1 space per 1,000 square feet
Cold storage plants/locker												P	P					1 space per 1,000 square feet
Concrete or asphalt mixing/batching plant (permanent) ‡													C					1 space per 5,000 square feet of land
Concrete or asphalt mixing/batching plant (temporary) ‡										C		P	P					1 space per 5,000 square feet of land
Crematory													C					1 space per

																		1,000 square feet
Culvert manufacture																	C	1 space per 1,000 square feet
Cutlery, handtools and general hardware manufacture																	C P	1 space per 1,000 square feet
Dairy products manufacture																	C P	1 space per 1,000 square feet
Distillation of liquors, spirits, etc. (brewery)																	C	1 space per 1,000 square feet
Dye manufacture																	C	1 space per 1,000 square feet
Dyeing plant																	C P	1 space per 1,000 square feet
Electric lamp manufacture																	C P	One per 1,000 square feet
Elevator manufacture																	P	1 space per 1,000 square feet
Enameling and painting																	C P	1 space per 1,000 square feet
Engraving plant																	P P	1 space per 1,000 square

Machinery manufacture															C	P		1 space per 1,000 square feet
Marble working and finishing															C	P		1 space per 1,000 square feet
Meat packing plant																C		1 space per 1,000 square feet
Metal cans and shipping containers manufacture															C	P		1 space per 1,000 square feet
Metal products, stamping and manufacture															C	P		1 space per 1,000 square feet
Mirror resilvering															C	P		1 space per 200 square feet
Office equipment manufacture															P	P		1 space per 1,000 square feet
Oil compounding and barreling																C		1 space per 1,000 square feet
Oilcloth manufacture																C		1 space per 1,000 square feet
Orthopedic, prosthetic, surgical appliances and supplies manufacture															P	P		1 space per 1,000 square feet

Paint manufacture and/or mixing															C	P		1 space per 1,000 square feet
Paper and paper pulp manufacture																C		1 space per 1,000 square feet
Paper products and paper box manufacture															P	P		1 space per 1,000 square feet
Pecan processing															C	P		1 space per 1,000 square feet
Petroleum and petroleum products refining																		1 space per 1,000 square feet
Petroleum distribution/storage ‡															C	P		1 space per 1,000 square feet
Plastic products, molding, casting and shaping															P	P		1 space per 1,000 square feet
Poultry hatchery																		1 space per 1,000 square feet
Poultry slaughtering and processing																		1 space per 1,000 square feet
Printing ink manufacture																P		1 space per 1,000 square feet

Reduction of fats, ores, metals, garbage, offal, etc.; rendering plant																		1 space per 1,000 square feet
Rock quarries, sand, gravel and earth excavations or extractions	C															C		1 space per acre
Rug and carpet manufacture																C	P	1 space per 1,000 square feet
Sand, gravel, or stone storage (including sales) ‡	C															C	P	1 space per 1.5 employees, plus five per acre
Shellac and varnish manufacture																C		1 space per 1,000 square feet
Sign manufacturing (no outside storage)																C	P	1 space per 1,000 square feet
Sign manufacturing (with outside storage)																C	P	1 space per 1,000 square feet
Snuff manufacture																C		1 space per 1,000 square feet
Soap, detergents, cleaning preparations manufacture																C		1 space per 1,000 square feet
Starch manufacture																C		1 space per

																		1,000 square feet
Steel works, blast furnaces and rolling mills																	C	1 space per 1,000 square feet
Stone cutting or crushing																	C	1 space per 5,000 square feet of land area
Stone, clay, glass and concrete Products (other than handicrafts) manufacture																	C	1 space per 1,000 square feet
Textile products manufacture																	C P	1 space per 1,000 square feet
Tire retreading and recapping																	C P	1 space per 1,000 square feet
Truck manufacture																	P	One per 1,000 square feet
Waste paper products manufacture																	P	1 space per 1,000 square feet
Water distillation																	P P	1 space per 1,000 square feet
White lead manufacture																	C	1 space per 1,000 square feet

Wood container manufacture																		C	P		1 space per 1,000 square feet
Wood distillation (manufacture of tar, charcoal, turpentine and similar																			C		1 space per 1,000 square feet
Wood preserving manufacture and treatment																			C		1 space per 1,000 square feet
Wood products manufacture																		C	P		1 space per 1,000 square feet

(Ord. No. 2008-01, § 38, 2-4-2008; Ord. No. 2010-09, § 2, 5-3-2010; Ord. No. 2012-18, § 2, 7-2-2012; Ord. No. 2013-23, § 2, 2-2-2013; Ord. No. 2013-19, § 2, 11-4-2013; Ord. No. 2014-35, § 2, 10-6-2014; Ord. No. 2014-45, § 2, 1-5-2015; Ord. No. 2015-07, § 3, 4-20-2015; Ord. No. 2015-19, § 2, 10-5-2015; Ord. No. 2015-25, § 2, 1-4-2016)

Exhibit "F"

GRAND PARKWAY

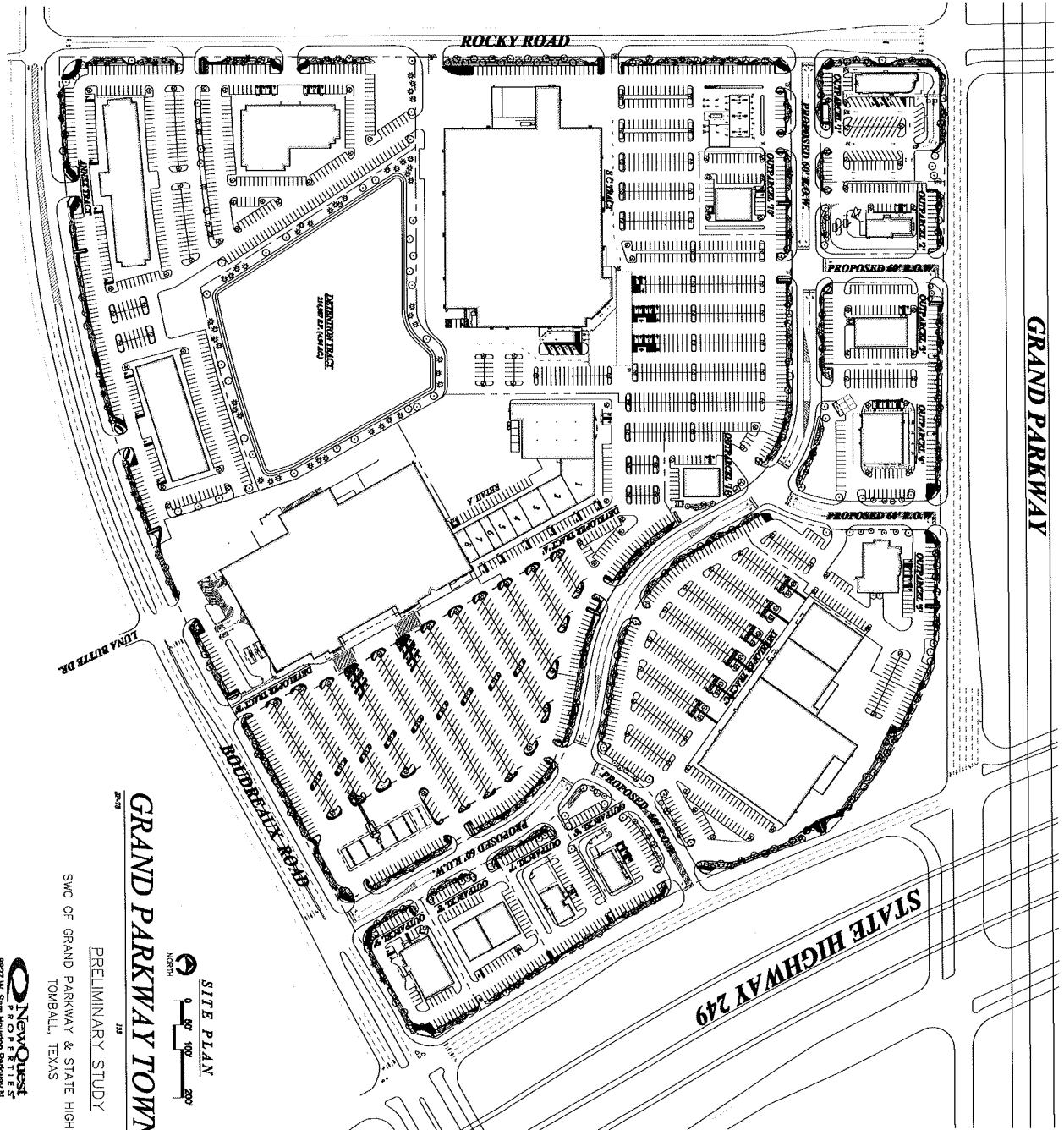


EXHIBIT F

GRAND PARKWAY TOWN CENTER

PRELIMINARY STUDY

SWC OF GRAND PARKWAY & STATE HIGHWAY 249

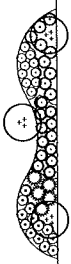
TOMBALL, TEXAS

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Suite 200 Houston, Texas 77060
281.477.2600 www.newquest.com

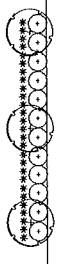


PREFERRED PLANTINGS:

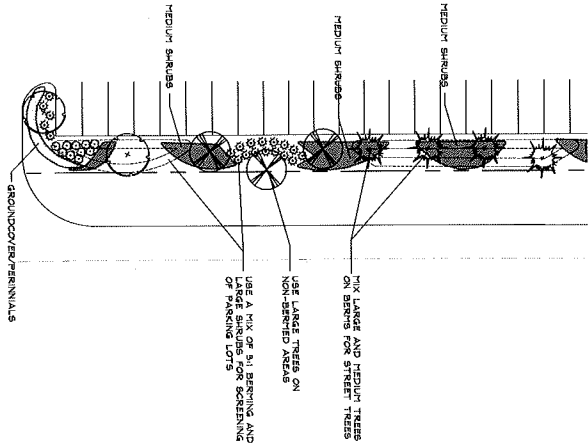
1. BEES SHOULD HAVE A NATURAL, CURVILINEAR EDGE WITH MASS GROUPINGS OF PLANT MATERIAL.
2. TREES SHOULD BE PLANTED VISIBLY TO SIGNAGE.
3. A PLANTING OF TREES SHOULD BE EVERGREEN.
4. BEES PLANTING SHOULD BE 15' TO 20' OF GROUND COVER.



1. AVOID LONG LINEAR BEES AND PLANTINGS.
2. AVOID STRIP, STRIPED AND PLANTED TREES.

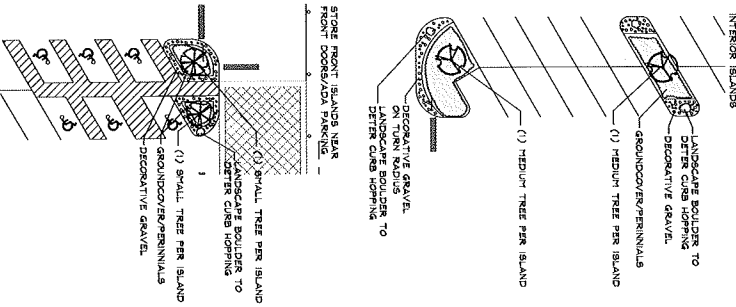


STREET FRONTAGE:



1. IT IS THE LANDSCAPE DESIGNER'S RESPONSIBILITY TO OBTAIN NECESSARY PERMITTING FROM THE CITY OF DALLAS FOR PLANTING MATERIAL FROM GRAND PARKWAY TOWN CENTER PLANT LIST.
2. TRACT PLANTING SHALL USE MATERIAL FROM GRAND PARKWAY TOWN CENTER PLANT LIST.

PARKING LOTS:



PLANT LIST - GRAND PARKWAY TOWN CENTER

COMMON NAME	SCIENTIFIC NAME	SIZE	REMARKS
LARGE TREES			
LOBLOLLY PINE	<i>Pinus taeda</i>	65 gal	3' CAL. 12-14" HT. 7-9 SPND. SPECIMEN
MONTEREY OAK	<i>Quercus laevis</i>	65 gal	3' CAL. 12-14" HT. 7-9 SPND. SPECIMEN
LIVE OAK	<i>Quercus virginiana</i>	65 gal	3' CAL. 12-14" HT. 7-9 SPND. SPECIMEN
CEDRAR ELM	<i>Ulmus crinitifolia</i>	65 gal	3' CAL. 12-14" HT. 7-9 SPND. SPECIMEN
MED TREES			
SAGE-STON HOLLY	<i>Ilex x stanfordii</i>	65 gal	2.5' CAL. 8-10" HT. 5-7 SPND. SPECIMEN
EAST PALATKA HOLLY	<i>Ilex x stanfordii</i>	65 gal	2.5' CAL. 8-10" HT. 5-7 SPND. SPECIMEN
SAVANNAH HOLLY	<i>Ilex x stanfordii</i>	65 gal	2.5' CAL. 8-10" HT. 5-7 SPND. SPECIMEN
YALPOON TREE	<i>Yucca filifera</i>	65 gal	2.5' CAL. 8-10" HT. 5-7 SPND. SPECIMEN
SHALL TREES			
MAX MYRTLE	<i>Myrica caribaea</i>	65 gal	12-14" HT. 5-6 SPND. MULTI-TRUNK. 3 CANE MIN.
TEXAS MOUNTAIN LAUREL	<i>Bayonetia laurifolia</i>	65 gal	12-14" HT. 5-6 SPND. MULTI-TRUNK. 3 CANE MIN.
VITEA TREE	<i>Vitex agnus-castus</i>	65 gal	12-14" HT. 5-6 SPND. MULTI-TRUNK. 3 CANE MIN.
LARGE SHRUBS			
LITTLE RICHARD ABELIA	<i>Abelia x grandiflora</i>	3 gal	18" HT. 15 SPND. FULL, rounded.
TEXAS SAGE GREENCLOUD	<i>Leucosyrium frutescens</i>	3 gal	24" HT. 15 SPND. FULL, rounded.
TEXAS SAGE SILVERADO	<i>Leucosyrium frutescens</i>	3 gal	24" HT. 15 SPND. FULL, rounded.
YALDEN GRASS	<i>Trientalis americana</i>	3 gal	24" HT. 24 SPND. FULL, rounded.
MORNING LIGHT GRASS	<i>Trientalis americana</i>	3 gal	24" HT. 24 SPND. FULL, rounded.
GALT TULIP GRASS	<i>Trientalis americana</i>	3 gal	24" HT. 24 SPND. FULL, rounded.
LINDENBERRY MULCH	<i>Physalis caroliniana</i>	3 gal	24" HT. 24 SPND. FULL, rounded.
DIAMANT MAX MYRTLE	<i>Myrica caribaea</i>	3 gal	24" HT. 15 SPND. FULL, rounded.
MED SHRUBS			
YELLOW SUN YUCCA	<i>Yucca filifera</i>	3 gal	18" HT. 15 SPND. FULL, rounded.
CANADA HOLLY	<i>Ilex verticillata</i>	3 gal	18" HT. 15 SPND. FULL, rounded.
DIAMANT YALPOON HOLLY	<i>Ilex verticillata</i>	3 gal	18" HT. 15 SPND. FULL, rounded.
PROSTRATE JUNIPER	<i>Juniperus horizontalis</i>	3 gal	18" HT. 15 SPND. FULL, rounded.
PASADENA JUNIPER	<i>Juniperus chinensis</i>	3 gal	18" HT. 15 SPND. FULL, rounded.
ADAMO GRASS	<i>Trientalis americana</i>	3 gal	18" HT. 15 SPND. FULL, rounded.
LITTLE KITTEN GRASS	<i>Trientalis americana</i>	3 gal	18" HT. 15 SPND. FULL, rounded.
YALU JIVA GRASS	<i>Trientalis americana</i>	3 gal	18" HT. 15 SPND. FULL, rounded.
CASCAN GRASS	<i>Trientalis americana</i>	3 gal	18" HT. 15 SPND. FULL, rounded.
YALDEN GRASS	<i>Trientalis americana</i>	3 gal	18" HT. 15 SPND. FULL, rounded.
TEXAS SAGE	<i>Trientalis americana</i>	3 gal	18" HT. 15 SPND. FULL, rounded.
GROUND COVER CORONIS VERBENA	<i>Coronilla sp.</i>	1 gal	12" HT. 12 SPND. FULL, rounded.
BICOLOR IRIS	<i>Iris bicolor</i>	1 gal	12" HT. 12 SPND. FULL, rounded.
LEON CREAM LANTANA	<i>Lantana camara</i>	1 gal	12" HT. 12 SPND. FULL, rounded.
NEW GOLD LANTANA	<i>Lantana camara</i>	1 gal	12" HT. 12 SPND. FULL, rounded.
TALLING PURPLE LANTANA	<i>Lantana camara</i>	1 gal	12" HT. 12 SPND. FULL, rounded.
GOLDSTRUM DAISY	<i>Radiola fligida</i>	1 gal	12" HT. 12 SPND. FULL, rounded.
DAISY	<i>Radiola fligida</i>	1 gal	12" HT. 12 SPND. FULL, rounded.
BEAUV BLUE SAGE	<i>Salvia farinacea</i>	1 gal	12" HT. 12 SPND. FULL, rounded.
VICTORIA BLUE SAGE	<i>Salvia farinacea</i>	1 gal	12" HT. 12 SPND. FULL, rounded.
MOONLIGHT AUTUMN SAGE	<i>Salvia farinacea</i>	1 gal	12" HT. 12 SPND. FULL, rounded.
PURPLE SALVIA	<i>Salvia farinacea</i>	1 gal	12" HT. 12 SPND. FULL, rounded.
RASPBERRY SALVIA	<i>Salvia farinacea</i>	1 gal	12" HT. 12 SPND. FULL, rounded.
MAY NIGHT SAGE	<i>Salvia farinacea</i>	1 gal	12" HT. 12 SPND. FULL, rounded.
VERBENA	<i>Salvia farinacea</i>	1 gal	12" HT. 12 SPND. FULL, rounded.
DAILY HAPPY RETURN	<i>Salvia farinacea</i>	1 gal	12" HT. 12 SPND. FULL, rounded.
LINCOLN EVERALD GODDESS	<i>Salvia farinacea</i>	1 gal	12" HT. 12 SPND. FULL, rounded.
ASIAN JASMINE	<i>Salvia farinacea</i>	1 gal	12" HT. 12 SPND. FULL, rounded.

***OTHER PLANT MATERIAL MAY BE USED BY APPROVAL ONLY

OTHER LANDSCAPE MATERIAL:

1. LANDSCAPE ROCK SHALL BE 100% ROCK AGGREGATE IN SIZE OR SMALLER.
2. STANDARD BULLOCK SHALL BE 9"-9'.
3. PLASTER SHALL BE OKLAHOMA BROWN OR SIMILAR.
4. BORDER ROCK SHALL BE OKLAHOMA BROWN OR SIMILAR.
5. OTHER PLANT MATERIAL MAY BE USED BY APPROVAL ONLY.

GRAND PARKWAY TOWN CENTER

PRELIMINARY STUDY

SWC OF GRAND PARKWAY & STATE HIGHWAY 249
TOMBALL, TEXAS

2017/7/200 www.swcgroup.com

Exhibit "G"

GRAND PARKWAY

STATE HIGHWAY 249

ROCKY ROAD

BOULEVARD ROAD

LUNA BOULEVARD

	PRIMARY CENTER PYLON SIGN TYPE A1/A2/A3
	SECONDARY CENTER PYLON SIGN TYPE A4/A5
	MONUMENT SIGN TYPE B1/B2
	PAD PYLON SIGN TYPE C1/C2/C3
	ENTRY MONUMENT SIGN

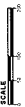
a signage exhibit for

GRAND PARKWAY TOWN CENTER ± 62.6 ACRES OF LAND NEWQUEST PROPERTIES

prepared for

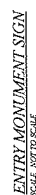
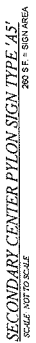


BGE
BERRY GILBERT & ASSOCIATES
— Land Planning Consultants —
22001 Rockledge Drive, Suite 200
Katy, Texas 77454
Tel: 281-578-0900
Fax: 281-578-0901
7000 North Loop West, Suite 300
Houston, Texas 77056
Tel: 281-464-6001
August 14, 2014
KOA #146



G-1
EXHIBIT

THIS EXHIBIT IS A SIGNAGE REPRESENTATION OF PROPOSED SIGNAGE FOR GRAND PARKWAY TOWN CENTER. IT IS NOT A CONTRACT. THE EXHIBIT IS FOR INFORMATIONAL PURPOSES ONLY. THE EXHIBIT IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE EXHIBIT IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE EXHIBIT IS NOT TO BE USED FOR ANY OTHER PURPOSE.



BCF
KODAK SAFETY FILM

- Land Planning Consultants -
2501 Cinco Ranch Blvd., Suite A-250

Katy, Texas 77494

Suite 330 2505 Dallas Parkway, Suite 204
Tel: 281-579-0340

8731
Fino, TX 75034

1157
1993-09-27/A 101

AUGUST 30, 2016
KGA #1-458

BGE



Exhibit "G"

BUILDING PERMIT FEES
CAPITAL RECOVERY FEES
PER CITY OF TOMBALL ORDINANCE 2014-22
Effective August 18, 2016 – August 17, 2017*

<u>LUE'S</u>	<u>WATER METER SIZE</u>	<u>WATER</u>	<u>SEWER</u>	<u>TOTAL</u>
1.0	3/4"	\$1,927.22	\$2,299.95	\$4,227.17
2.5	1"	\$4,818.05	\$5,749.88	\$10,567.93
5.0	1 1/2"	\$9,636.10	\$11,499.75	\$21,135.85
8.0	2"	\$15,417.76	\$18,399.60	\$33,817.36
10.0	2" TURBINE	\$19,272.20	\$22,999.50	\$42,271.70
16.0	3"	\$30,835.52	\$36,799.20	\$67,634.72
24.0	3" TURBINE	\$46,253.28	\$55,198.80	\$101,452.08
25.0	4"	\$48,180.50	\$57,498.75	\$105,679.25
42.0	4" TURBINE	\$80,943.24	\$96,597.90	\$177,541.14
50.0	6"	\$96,361.00	\$114,997.50	\$211,358.50
92.0	6" TURBINE	\$177,304.24	\$211,595.40	\$388,899.64
80.0	8"	\$154,177.60	\$183,996.00	\$338,173.60
160.0	8" TURBINE	\$308,355.20	\$367,992.00	\$676,347.20
115.0	10"	\$221,630.30	\$264,494.25	\$486,124.55
250.0	10" TURBINE	\$481,805.00	\$574,987.50	\$1,056,792.50
330.0	12" TURBINE	\$635,982.60	\$758,983.50	\$1,394,966.10

NOTE: ALL NEW DEVELOPMENT OR CHANGE IN USE WILL BE REQUIRED TO CALCULATE THE LIVING UNIT EQUIVALENT (LUE) AND PAY THE GREATER VALUE BETWEEN THE MINIMUM METER SIZE IMPACT FEE OR THE CALCULATED LUES.

* REFER TO SCHEDULE OF MAXIMUM CAPITAL RECOVERY FEES FOR INCREASE IN FEES BASED ON EFFECTIVE DATE.

SCHEDULE OF MAXIMUM CAPITAL RECOVERY FEES

	<u>Effective:</u>	<u>Effective:</u>	<u>Effective:</u>	<u>Effective:</u>	<u>Effective:</u>
Per LUE	Aug. 18, 2014	Aug 18, 2015	Aug. 18, 2016	Aug. 18, 2017	Aug. 18, 2018
Water	\$1,528.49	\$1,727.86	\$1,927.22	\$2,126.59	\$2,325.96
Wastewater	\$1,901.21	\$2,100.58	\$2,299.95	\$2,322.57	\$2,322.57

Drainage effective August 18, 2014:

M118 per acre	\$5,757.81
M121E per acre	\$7,886.69
M121W per acre	\$6,692.00
M125 per acre	\$ 436.88

Exhibit "H"

CITY OF TOMBALL
401 Market Street
Tomball, Texas 77375

November 1, 2016

Board of Directors
Harris County Municipal Utility
District No. 273
c/o Ms. Angie Lutz
Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

Re: Water Capacity to serve Harris County Municipal Utility District No. 273
(the "District")

Honorable Members of the Board:

The City of Tomball has contracted to provide wholesale water service to serve Harris County Municipal Utility District No. 273.

Currently, the City of Tomball has water supply capacity to serve 236,800 gallons per day in the District, as provided in the First Amendment to the Development Agreement.

If you have any questions or need additional information, please feel free to contact me.

Sincerely,

City Manager of Tomball

Financial Information for Grand Parkway Development (revised 01.25.17)

Sales Tax	City of Tomball Receives	Tomball EDC Receives	Grand Parkway Development Receives	City of Tomball Receives Annually	Tomball EDC Receives Annually	Grand Parkway Development Receives Annually
Years 1-5	100% of .5 cents-TR	0	100% of 1.5 cents	\$425,000	0	\$1,275,000
Years 6-10	100% of .5 cents-TR 25% of 1.0 cents	25% of .5 cents	75% of 1.5 cents	\$637,500	\$106,250	\$956,250
Years 11-30	100% of .5 cents-TR 50% of 1.0 cents	50% of .5 cents	50% of 1.5 cents	\$850,000	\$212,500	\$637,500
Total for 30 Years				\$22,312,250	\$4,781,250	\$23,906,250
Based on sales of \$85,000,000 annually						

Property Tax	City of Tomball Receives	Grand Parkway Development Receives	City of Tomball Receives Annually	Grand Parkway Development Receives Annually
Until initial developer debt paid	50% of M&O	50% of M&O 100% of Debt Service	\$41,795 from M&O	\$41,795 from M&O \$172,500 from Debt Service
Once initial developer debt paid	50% of M&O 100% of Debt Service	50% of M&O 0% of Debt Service	\$41,795 from M&O \$172,500 from Debt Service TOTAL \$214,295	\$41,795 from M&O \$0 from Debt Service
When City dissolves District	100% of M&O 100% of Debt Service	0% of M&O 0% of Debt Service	100% from M&O \$83,591 100% from Debt Service \$172,500 TOTAL \$256,091	\$0
Based on Assessed Value of \$75,000,000 M&O (.111455 cents)=\$83,591 Debt Service (.23 cents)= \$172,500				

Sales tax calculations based on \$85,000,000 sales									
current .02 cents	1.0--city		\$850,000						
	.5--TEDC		\$425,000						
	.5--tax reduction (TR)		\$425,000						
			\$1,700,000						
				<u>annual</u>		<u>term length</u>			
Years 1-5--100%	1.5 --GP		\$1,275,000			\$6,375,000			
(5 years)	1.0--city		0			0			
	.5--TEDC		0			0			
	.5--city-TR		\$425,000			\$2,125,000		\$8,500,000	
Years 6-10--75%	1.5--GP		\$956,250			\$4,781,250			
(5 years)	1.0--City		\$212,500			\$1,062,500			
	.5-TEDC		\$106,250			\$531,250			
	.5--City-TR		\$425,000			\$2,125,000		\$8,500,000	
Years 11-30--50%	1.5--GP		\$637,500			\$12,750,000			
(20 years)	1.0--City		\$425,000			\$8,500,000			
	.5--TEDC		\$212,500			\$4,250,000			
	.5--City-TR		\$425,000			\$8,500,000		\$34,000,000	
total GP--\$23,906,250		average 30 years--\$796,875							
total city--\$22,312,250		average 30 years--\$743,750							
total EDC--\$4,781,250		average 30 years--\$159,375							
grand total--\$51,000,000								\$51,000,000	
revised 01.25.17									

Regular City Council

Agenda Item

Data Sheet

Meeting Date: February 6, 2017

Topic:

Approve Amended Development Agreement with NewQuest Properties, Harris County Municipal Utility District No. 273 and the City of Tomball for Property Consisting of 153.0194 Acres at the Southwest Corner of State Highway and the Grand Parkway

Background:**Origination:**

A-K 133 HWY 249-Grand Parkway, LP; Harris County Municipal Utility District No. 273; Allen Boone Humphries Robinson LLP; City Staff

Recommendation:

N/A

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

City Secretary

ACTION TAKEN		
Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other

ATTACHMENTS:

Councilman Quinn's Questions and Answers
Key Points on Development Agreement 1-31-17
Development Agreement
New Sign Exhibits 1-31-17
I-456 GPTC Exhibits 8-30-16 Combined
Planned Development District
Section 50-77 Commercial District C
Section 50-82 Use Regulations Charts

Question from Councilmember Quinn September 20, 2016

Answers highlight in yellow

RE: pending annexation and amended agreement

1. With full annexation, they are entitled to all the benefits and services of the city. There are MUD District bonds that are going to be issued. In the original agreement, we assumed all MUD debt including any developer costs before we would do a full annexation. Since we are not receiving any proceeds from MUD bonds, we need to be sure we are not liable for the payments or reimbursements to developer or anyone else.

~~Loren—I don't remember being liable for bonds unless we annexed it early.—~~The only way the City is liable for any of the MUD 273 bonds is if the City dissolves the MUD at a time that the MUD has bonds outstanding. At any point that the City elects to dissolve the MUD, the City will be required to assume all outstanding obligations of the MUD.

Also in the agreement, any future maintenance of this MUD District, changes from the laws, mandates from State authorities needs to be the responsibility of the Grand Parkway Complex.

~~Maintenance could be incorporated into document.~~ Water main lines in the District will be constructed by the District and given to the City like other developments. City will provide maintenance on city owned facilities. District currently does not have street authority—streets will be constructed by city standards and will be public streets. All maintenance will be paid by District.

Will the bond issuance affect limits on future city bond issuance? We will not be receiving any of the proceeds of the debt so we want to make sure we don't have the liability or the maintenance issue, and how does that affect our future bond ratings, our ability to issue our own bonds for needed projects in the city limits of Tomball?

Any bond issuance the MUD District would have no or minimal ~~it have has no~~ effect on the City of Tomball's rating or ability to issue bonds. This is a very small portion of the overall city valuation and the overlapping issue is very small. ~~This has no effect on future city issues.~~

That's the first concern.

2. Second concern is EDC money. Was this half cent that EDC receives from our sales tax part of a city election or was it done by Council approval only?

The EDC funds were approved by the voters of Tomball. A separate agreement for the TEDC ½ cent would have to be developed with the District and TEDC.

I want to make sure we're not violating anything the citizens of Tomball have voted for. Again, since EDC is not receiving any proceeds on ~~t~~his project, then the grants and programs through EDC shouldn't be available to the complex. That needs to be clear in the document and not ever come before the EDC. The EDC should be notified they will not be participating in this venture.

The TEDC ~~will enter~~ would into a performance agreement with the Developer, as the TEDC does for all other projects, which will allow the TEDC to rebate its portion of Sales and Use Taxes from this development back to the Developer.

3. The third question that I have, does it ever come a time that we received all of the 2 cent sales tax?

Yes, at the end of the 30 years period, all the sales tax would come to the city.

Is there ever a time that we receive all of the property taxes?

Yes, at the end of the 30 year period, all of the property tax would come to the city.

I did not take the sheet with me so I don't remember. FYI, the first 5 to 10 years of a new complex are most profitable in regards to sales tax created.

4. The fourth item: is this complex going to be subject to all of the ordinance that exist now, and in the future in the city of Tomball?

~~Yes, just like any other development. Only exception would be anything specifically addressed in separate agreement.~~ The development will be governed by the PDD regulations which will be adopted by the City Council and will be an attachment to the Development Agreement.

If there is a future ordinance that says companies can charge for bags, and that the city does get one penny per bag for enforcement of this, will they be subject to it or is there going to be something that exempts them from our ordinance and procedures?

They would be subject to any laws/ordinances put in place by the City Council.

5. The fifth item is by doing this agreement, and giving up sales tax and property tax, we are setting a precedent because we do have quite a few 23, 50, and \$75 million commercial complexes in our area already. How do we say no to some and yes to others?

That is a policy decision to be made by the City Council. I don't believe that a specific Council decision/action related to a project establishes "precedent" from a legal standpoint. -Agreed-

6. Random Questions—is there any possibility the Metro or ETJ of City of Houston can take the project back and say Tomball annexed it illegally?

Anyone can sue for anything. They would have to prove any illegality.

Has the City of Houston released this property from the ETJ?

The District has the ability to change which ETJ they want ~~in accordance with _____~~. The District originally noted that the land would be in Tomball's ETJ and not Houston's.

Has the Metro released it?

I don't know they have to release it. Once inside the city limits of Tomball, it would automatically be out of METRO jurisdiction.

Do we need Commissioner Cagle's blessing so not to jeopardize Tomball's relationship?

Commissioner Cagle is aware of this project [has a strong desire for Tomball to develop in this area](#) ~~and the desire of Tomball to development in Tomball~~. On at least two occasions in which I have been present, Commissioner Cagle has explicitly stated, "I want to be in the City of Tomball."

Do we already have water pipes leading to this property or do we have to purchase right of way to lay pipe?

There is an existing 12" water line that they intent to draw water.

Do we have to bore under any part of a TxDOT or Toll Road for water lines?

No.

Did their MUD District get denied drilling from Harris County and that is why they need Tomball City water?

Unknown

What is our financial responsibility on this MUD District?

There is no city financial responsibility to their MUD.

I'm sure engineers have addressed these questions, just want to know.

George, ultimately yes, this will be a good thing for Tomball, but we just need to make sure that every possible situation is covered that we can think of so there won't be any future surprises on either side of this agreement.

Lori

AMENDED DEVELOPMENT AGREEMENT KEY POINTS

Section 2.02: provides full purpose annexation for Commercial portions of District only; no residential.

Section 2.03 (b) includes a Planned Development District (PDD) which is Exhibit "F"

Section 2.05: Signage provisions is Exhibit "I"

Section 2.06: City requires that building permits must be issued and inspections performed. Site plans shall be submitted and approved by the City prior to accepting building permit request. City will review and approve site plans in accordance with the PDD regulations. If Developer feels City is too slow in issuing approvals, Developer may elect to utilize a third-party plan review and building inspection at Developer expense. City Fire Marshal shall provide any final inspections before a Certificate of Occupancy is approved.

Section 4.01 Water Supply: City will provide water services to District through existing city lines. City shall model the water system and if any improvements are needed, District will pay for 50% of improvements as well as 50% of modeling cost. Individual meters will be provided per store front.

Section 4.03 Water Impact Fees: District will pay water impact fees for each meter set.

Section 4.04 Project Water Facilities: District will construct all water lines in accordance with city specifications and inspect throughout construction.

Section 4.05 Two Year Warranty on Water Facilities: District will provide two year warranty of all work on water facilities

Section 5.01 District Wastewater Facilities: District will contract with another district to provide sewer services and billing.

Section 5.02 Project Drainage and Detention Facilities: District will not convey any drainage or detention to City

Section 5.04 Public Roadways: District currently does not have authority to own public roadways. District will construct roadways to be accepted by City. District will provide all maintenance either directly or reimburse the City for all cost associated with maintenance issues.

Section 7.01 Calculation of Annual Payment: City shall reimburse District 100% of debt service portion of tax rate and 50% of maintenance and operation portion of the tax rate. (Separate attachment shows calculations).

Section 7.05 Termination of Debt Service Annual Payments: Debt payments will cease when series of bonds used to do original development expires. Annual payment of 50% of the maintenance and operation portion of the tax rate continues until the City dissolves the District.

01.31.17

FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This **FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT** ("First Amendment"), effective the ____ day of _____, 2017 (the "Effective Date"), is among the **CITY OF TOMBALL, TEXAS**, a home rule municipality located in Harris County, Texas (the "City"), **A-K 133 HWY 249-GRAND PARKWAY, L.P.**, ("Developer") and **HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 273**, a political subdivision of the State of Texas (the "District"). The City, Developer, and the District are referred to individually as a "Party" or collectively as "Parties."

INTRODUCTION

The City authorized the execution of a Development Agreement between the City and A-K Texas Venture Capital, LC, by Ordinance No. ____ on _____, which Development Agreement was executed effective November 3, 2014 (the "Original Agreement" or the "Development Agreement") to incentivize the developer to develop a mixed use project known as Grand Parkway Town Center, as described in the Development Agreement as the "Project".

Subsequent to the execution and approval of the Original Agreement, the Project has reduced in size to 65.6190 acres, as more adequately shown and described on **Exhibit "A,"** due to right-of-way acquisition and dedication.

Moreover, A-K Texas Venture Capital, LC, the original developer, has sold its entire interest in the Project to A-K 133 HWY 249-GRAND PARKWAY, L.P., a Texas limited partnership ("Developer")

The Project will provide desired new economic development to the City with needed goods and services, jobs and tax base for the City and its citizens, and will have a direct and positive economic benefit to the City.

Developer advised the City that a contributing factor that would induce Developer to develop the Project in the near term, and include the attributes described in the Development Agreement, would be an agreement by the City to provide economic development incentives as set forth in the Development Agreement and First Amendment.

The City desires to encourage business relocations and expansions that will add property tax base and/or generate additional sales tax and other revenue for the City.

City approved and executed the Development Agreement and First Amendment to induce Developer to develop the Project.

The Development Agreement (and this First Amendment) is authorized under applicable law. Specifically, Texas Local Government Code Section 212.172 permits the City to contract with Developer regarding a broad range of issues, including, but not limited to:

“(b)(7) provide for the annexation of the land as a whole or in parts and to provide for the terms of annexation if annexation is agreed by the parties;

(b)(8) specify the uses and development of the land before and after annexation, if annexation is agreed by the parties; or

(b)(9) include other lawful terms and consideration the parties consider appropriate.”

The District was partially in the Extraterritorial Jurisdiction (“ETJ”) of Houston and City, and the District elected that the entirety of the District would be located within the ETJ of Tomball, such that the District is fully located in, and subject to, the ETJ of the City.

District and City executed a Strategic Partnership Agreement effective May 6, 2015 (the “SPA”) whereby they shared sales and use tax applicable within the District after being annexed for limited purposes. In reliance on the Development Agreement, District and Developer executed a Master Developer Financing Agreement dated April 9, 2015 (“Financing Agreement”). As contemplated by the SPA, the City annexed for limited purposes the entire District. Due to changes in the development schedule, the City and Developer both wish to amend the Development Agreement and the SPA. All Parties believe full purpose annexation of certain commercial areas of the District, defined herein as “Commercial Tract”, would benefit all Parties. The Parties acknowledge that full purpose annexation of the Commercial Tract will allow for the most efficient reimbursement of the Developer by the District.

The Parties originally contemplated that the Project would not be annexed for full purposes, as Developer required the Project to remain free of municipal regulatory burden through its development and operation by being protected from annexation by City for the maximum term permitted by law. Developer will agree to the full purpose annexation and the other terms of this First Amendment if the Project can be developed and operated with the uses and development characteristics described in the Development Agreement and this First Amendment (collectively, the “Amended Agreement”).

The District is now 136.0894 acres, and a map and metes and bounds more adequately describing the District is attached as **Exhibit “B.”**

Due to the changing nature of the development of the District, the Parties wish to amend the Original Agreement, including the timing of when sections of the District will be annexed for full purposes and which portions of the District will remain annexed only for limited purposes, permitting Physical Development (defined below) and land use.

Due to the fact that portions of the District will be annexed for full purposes, the City agrees to rebate a portion of the ad valorem taxes on the property annexed for full purposes to the District.

The Parties desire that the Development Agreement be amended to address the description of a portion of the District being annexed for full purposes and the rebate of certain ad valorem taxes to the District.

The Developer and the City wish to enter into this First Amendment to further provide planning and development services essential to the development of the District and the Developer is contracting to construct and develop the water, sewer, and drainage, park and road facilities for the District, including to provide the public bidding for any third-party contract and to supervise and oversee all contracts and require the third-party contractor to exercise due diligence and good faith efforts to insure compliance by such contractors with all requirements of the City, subject to the terms of this Agreement and the Planned Development District.

City has adopted programs for promoting economic development, and the Amended Agreement and the economic development incentives set forth therein are given and provided by City pursuant to and in accordance with those programs, and the laws outlined in the Development Agreement.

City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code, Chapter 380 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City.

City finds that the Amendment Agreement (i) embodies and eligible "program;" (ii) promotes economic development in the City of Tomball, Texas; (iii) furthers the general objectives of the City; (iv) benefits the City and City's inhabitants; (v) stimulates business and commercial activity in the City; (vi) meets the requisites under Chapter 380 of the Texas Local Government Code; (vii) is in the best interests of the City, and (viii) but for the economic incentives in the Amended Agreement, the Project would not be developed in the manner described in the Amended Agreement or in the near term.

The Parties hereby consent to this First Amendment as evidenced by their execution hereof.

The Parties agree to work with each other in good faith to enhance and preserve the general area for the citizens of City and surrounding areas.

Therefore, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged including the agreements set forth below, the Parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Definitions. In addition to the terms defined elsewhere in this First Amendment, the Original Agreement, or in City ordinances the following terms and phrases used in this First Amendment will have the meanings set out below:

Amended Agreement: means, collectively, the Development Agreement and this First Amendment.

Amended SPA: means the Amended Strategic Partnership Agreement with an effective date as _____, a copy of which is attached to this Amended Agreement as **Exhibit "C."**

Annual Payment: means the annual payment to be made by the City to the District, as defined in this First Amendment.

Approved Plans: means plans and specifications approved in accordance with all Approving Bodies.

Applicable Law: means all laws, rules, regulations, and case law applicable from time to time to the Parties and the Project, including but not limited to Texas Local Government Code Chapters 43, 212 and 245, as in effect from time to time.

Approving Bodies: means any or all of the following entities, as appropriate in a particular context: the City; Harris County, Texas; the TCEQ; the Attorney General of Texas; the Comptroller of Public Accounts of Texas; and all other federal, state, and local governmental authorities having regulatory jurisdiction and authority over the financing of the District Facilities, the construction of the District Facilities, or the subject matter of the Original Agreement or this First Amendment.

Bonds: means the District's bonds, notes, or other evidences of indebtedness issued from time to time for the purpose of purchasing, constructing, acquiring, operating, repairing, improving, or extending the District Facilities, payment of Water Impact Fees, payment of permanent wastewater treatment capacity, operating advances, and for such other purposes permitted or provided by state law, whether payable from ad valorem taxes, the proceeds of one or more future bond issues, or otherwise, and including any bonds, notes, or similar obligations issued to refund such bonds.

Building Permits: permits required for Physical Development, including but not limited to permits relating to development, remodeling and occupancy.

Commercial Tract: means and includes the portion of the District shown on **Exhibit "A"**, or such revised portion of the Property as designed by Developer in notice to the City and the District.

Project Drainage and Detention Facilities: means and includes the Project detention pond, pump station, outfall structures, detention inlets in or along road right-of-ways and other drainage or detention facilities constructed or acquired or to be constructed or acquired by the District to serve the District, more adequately described at **Exhibit "D."**

District Facilities: means and includes the Project Wastewater Facilities, Project Drainage and Detention Facilities, drainage, road, and park and recreational facilities constructed or acquired or to be constructed or acquired by the District to serve the Project.

Project Water Facilities: means and includes the Project water lines and distribution facilities constructed or acquired or to be constructed or acquired by the District to serve the Project, more adequately described at **Exhibit "E."**

Project Wastewater Facilities: means and includes the Project wastewater lines and distribution facilities, including a lift station, constructed or acquired or to be constructed or acquired by the District to serve the Project, more adequately described at **Exhibit "E."**

Permitted Uses: means the uses of the Property described in the Amended Agreement (including but not limited to **Exhibit "F"**—Grand Parkway Town Center PDD), and is intended to include all commercial, office, retail, mixed use, self-storage, medical, professional, hotel, entertainment and ancillary uses.

Physical Development: means the physical aspects of the Project, including but not limited to buildings, signage, parking, fencing, and other structural aspects of the Project.

Public Roadways: means public streets constructed by the District for public use,

Water Impact Fee: means the amount to be paid to the City for water capacity and the City Water Facilities for each commercial connection within the District pursuant to the City Ordinance on impact fees. The current calculation for the City Water Impact Fee is attached as **Exhibit "G."**

Any terms which are used herein and which are defined in the Code of Ordinances shall have the meaning ascribed to them in the Code of Ordinances unless same are expressly defined in this First Amendment in which case the definition contained herein shall control. Capitalized terms which are used and defined in this Original Agreement shall have the meaning ascribed to them in this First Amendment or the Original Agreement.

ARTICLE II FULL PURPOSE ANNEXATION AND LAND USE

Section 2.01 Amended Strategic Partnership Agreement. The City and the District agree to take all steps necessary and convenient to enter into the Amended Strategic Partnership Agreement, substantially in the form of which is attached as **Exhibit "C"**.

Section 2.02 Full Purpose Annexation of Portions of the District; Agreement not to Full Purpose Annex other Portions of the District. Pursuant to the Amended Strategic Partnership Agreement, the Parties agree to proceed with the development of the District under the provision of the Texas Local Government Code, Section 43.0751(f)(4). The Amended Strategic Partnership Agreement states that the City will annex for full purposes all of the portions of the District that are commercial property (the "Commercial Tract") in lieu of an annexation of any residential property or payment of any fee on residential property. A map showing the proposed Commercial Tract is attached as **Exhibit "A"**. The City agrees not to annex for full purposes any other property, other than the Commercial Tract, for a period of thirty (30) years.

Section 2.03 Terms of Full Purpose Annexation. The terms of full purpose annexation for the Commercial Tract are as follows:

- a. Developer shall petition for full purpose annexation of the Commercial Tract.
- b. Developer shall, concurrently with petitioning for annexation, seek Planned Development District ("PDD") zoning for the annexed area, pursuant to City Zoning Ordinance Section 50-80, in accordance with the PDD regulations attached as **Exhibit "F."**
- c. The City will expedite the annexation and zoning of the Commercial Tract, to be considered at the same City Council meeting as successive agenda items.
- d. If the annexation is approved, but the PDD zoning is not approved, then Developer may apply for disannexation of the Commercial Tract, whereupon the City agrees to consider disannexation of the Commercial Tract as soon as practical. Moreover, the Amended SPA shall be further amended to have the same provisions as the original SPA, petition for limited purpose annexation of the Commercial Tracts (such that the Parties are in the same position as prior to the execution of this First Amendment). Additionally, this First

Amendment shall terminate upon the disannexation and amendment of the SPA, and the Development Agreement shall continue as a valid and binding agreement of the Parties.

Section 2.04 Uses and Development After Annexation. The specified uses and development of the Commercial Tract permitted after full purpose annexation, notwithstanding any conflicting provision of this Amended Agreement, City zoning or land use regulations or any other provision of Applicable Law, are as follows:

- a. The Permitted Uses are permitted both before and after full purpose annexation of the Commercial Tract.
- b. The physical development of the Project consistent with the Amended Agreement is permitted both before and after full purpose annexation.
- c. The District is currently in Harris County, Texas and the extraterritorial jurisdiction of the City. The intent of this Agreement and the PDD is for the Developer to develop the Project, to the extent possible, with the same restrictions and limitations the Developer would have in Harris County, Texas and the extraterritorial jurisdiction of the City even after full purpose annexation of the Project.

Section 2.05 Signage Provisions. On-premises and off-premises ground signs will be provided in a cohesive manner throughout the Commercial Tract. **Exhibit "I"** attached to the Original Agreement is hereby deleted in its entirety.

Section 2.06 Building Permits/Inspections/Certificate of Occupancy. The foregoing notwithstanding, the City shall require Building Permits for the Project under the current provisions of Chapter 10 of the City of Tomball Code of Ordinances. Subject to any changes in state law, for any construction within five (5) years of the date of this Agreement, the City shall issue Building Permits so long as the plans for such improvements meet the standards of the International Building Code, 2012 edition (nonresidential) (the "International Building Code") and any amendments to the International Building Code adopted by the City and in effect as of the date of this First Amendment. Any construction commenced after five (5) years of the date of this Agreement will be governed by the version of the international building code then in effect in the City. Site Plans shall be submitted and approved by the City prior to accepting Building Permit requests. The City will review and approve Site Plans in accordance with the Planned Development District (PDD) regulations. The City shall not consider any other provisions of the City of Tomball Code of Ordinances, other than stated above, when reviewing requests for Building Permits. The City shall issue Building Permits no later than fourteen (14) days after application for tenant spaces and no later than thirty (30) days after application for buildings, provided that all requirements for the issuance of such permits have been met. Developer shall elect to

have the City utilize a third-party plan reviewer and building inspector, such as Bureau Veritas, at Developer's expense, in order to perform and expedite permit approvals. Notwithstanding the foregoing, no City inspections shall be required following the issuance of a Building Permit, other than the final inspection by the City fire marshal and any zoning compliance inspection. A certificate of occupancy shall be issued by the City within ten (10) days of passing the City fire marshal's final inspection and the City's receipt of certificates from a City approved third-party building inspector certifying such building has been constructed per the requirements of the International Building Code. Developer will only be required to pay to the City a fee in the amount of ten percent (10%) of the ordinarily required permit or fee cost for any construction, permits or inspections in accordance with the City's adopted Master Fee Schedule. The Developer is responsible for the cost of any third party inspector.

ARTICLE III

DESCRIPTION, DESIGN, AND CONSTRUCTION OF THE DISTRICT FACILITIES

Section 3.01 Description of the Project Facilities. Preliminary plans and specifications of the Project Facilities shall be prepared by the District Engineer in accordance with this Amended Agreement. The Project Facilities may include structures or improvements outside the boundaries of the District if reasonably necessary to serve the area within the District. The Project Facilities shall be designed by the District Engineer and constructed in accordance with sound engineering principals and in compliance with all applicable requirements and criteria of the applicable Approving Bodies. The District shall not be required to design and construct the District Facilities to requirements more stringent than the City's requirements. Some of the District Facilities, which were designed prior to the approval of this Amended Agreement may be designed to City of Houston or Harris County standards, depending on the specific District Facility.

Section 3.02 Construction of the District Facilities. The District shall construct the District Facilities in accordance with the final plans and specifications. All changes of the final plans and specifications designed after the execution and approval of this Agreement shall be submitted to the City for approval. The District shall design, construct or extend the District Facilities in such phases or stages as the District, in its sole discretion, from time to time may determine to be economically feasible. The City has the right, but not the obligation, to inspect the design or construction of the District Facilities. The City may attend the final walk-through and inspection of the installation of the District Facilities. The District is not required to have any building inspections or pay any fees and charges applicable to inspections performed by the City with regard to the District Facilities.

Section 3.03 Review of District Facilities. Upon completion of the District Facilities, the District Engineer shall certify that the District Facilities have been completed in substantial compliance with the Approved Plans; the District Engineer shall certify that

all bills and sums of money due in connection with the construction and installation of the District Facilities have been fully paid and that the District Facilities are free of any and all liens and claims, all according to the certification of the construction contractor. The District will provide this certificate to the City.

ARTICLE IV WATER FACILITIES

Section 4.01 Water Supply. The City shall provide the Project with ultimate water service once the District has constructed the distribution system for the Project within the District. The City shall model the water system and identify any improvements required for the City to provide the ultimate water service to the Project. The District agrees to pay for 50% of the water modeling costs as well as the water system improvements required due to the development of the Project in the District. The City Water Impact Fees will apply to each individual customer and land use of the District that applies for water service from the City. The City and District will agree to a Water Impact Fee credit for any water system improvements the District must install due to the findings of the water modeling study. The City shall be responsible for the billing and collection of all water services in the District.

Section 4.02 Letter of Capacity Assurance; Assignability. The City agrees that the City Manager shall, upon reasonable request from the District, issue a letter of assurance to the owner of the platted property within the District confirming water availability for platted property, based upon the standard City criteria published by the City regarding the calculation of water requirements for various types of improvements. A draft example of that letter is attached as **Exhibit "H"** to this Amended Agreement.

Section 4.03 Water Impact Fees. In consideration of the City's provision of water supply and distribution capacity, the District, Developer or customer agree to pay to the City the Water Impact Fee. The City will confirm that the Water Impact Fee is paid prior to securing water service to the end customer. The Water Impact Fee shall be paid to the City by or on behalf of the District or by each individual water service customer before the connection of each specific retail meter. The City may amend the Water Impact Fee from time to time in accordance with the requirements of state law; provided, however, the Water Impact Fee shall be the same as the connection charge required inside the City limits. A copy of the City's Water Impact Fee is attached as **Exhibit "G."**

Section 4.04 Project Water Facilities. The Project Water Facilities shall be constructed by or on behalf of the District at its expense, including the cost to connect to existing City water distribution lines. The District agrees to follow Chapters 49 and 54 of the Texas Water Code, as amended, in recommending award of any construction contracts for Project Water Facilities. The District shall design, construct or extend the District Facilities in such phases or stages as the District determines to be economically feasible. The City, as part of its plan review, will approve the construction phases as it pertains to the operation and maintenance of the Project Water Facilities. The District shall construct the District Facilities in accordance with the final plans and specifications. For facilities to be conveyed by the District to the City, the Project Water Facility will be designed and constructed as per City requirements. For Project Water Facilities, the City shall review and approve the design plans and inspect the construction of the Project Water Facilities. Additionally, the City shall conduct a final walk-through and inspection of the installation of these District Water Facilities.

Section 4.05 Two Year Warranty of Project Water Facilities. For any Project Water Facility that will be deeded to the City for full ownership, operation and maintenance, the District shall (i) require a two year warranty of all work for Project Water Facilities within the construction contract; or (ii) require a one year warranty of all work for Project Water Facilities and the District shall warranty all work for the subsequent year. The District at its sole discretion will determine in each construction contract for the Project Water Facility which option it will choose to insure a two year warranty of all work regarding the Project Water Facilities.

Section 4.06 Ownership of the Project Water Facilities by the City. As the Project Water Facilities are constructed and completed, the District shall convey the Project Water Facilities to the City including all warranties.

Section 4.07 Ownership, Operation, and Maintenance of the Project Water Facilities by the City. As construction of each phase of the Project Water Facilities are completed, representatives of the City shall inspect the same and, if the City finds that the same have been constructed and completed in accordance with the final plans and specifications, the City will accept the same, subject to the two year warranty of work included in this Amended Agreement. Upon acceptance of the Project Water Facilities, the City shall own, operate and maintain the Project Water Facilities by the City at its sole expense as provided herein. In the event that the Project Water Facilities have not been completed in accordance with the final plans and specifications, the City will immediately advise the District in what manner said Project Water Facilities do not comply, and the District shall immediately correct the same; whereupon the City shall again inspect the Project Water Facilities and accept the same if the defects have been corrected. During the term of this Amended Agreement, the City will operate the Project Water Facilities and provide service to all users within the District without discrimination. The City shall be responsible for the operation, maintenance, repair and

rehabilitation of the Project Water Facilities by any governmental, administrative or judicial body promulgating the same.

Section 4.08 Water Modeling. The City shall obtain an engineering firm to model the city water system. The District shall pay for 50% of the cost to model the system. Once the model is complete, different water demand scenarios including fire flow demands will be modeled of the District. If there are any needed improvements to the City's water system in order for the system to provide the adequate water service, as required by the TCEQ regulations, the District shall participate in the construction of said improvements.

Section 4.09 City Water System Improvements. Any improvements to the water system that are identified by the modeling of the water system and by including the impact of the service and fire demands of the District shall be paid for by the District. The water model will include the District water facilities and demand projections of the anticipated water use at ultimate build out for the Project. The model will also include fire demands at the District. If the water system within the District or surrounding area need system improvements in order to provide the TCEQ minimums for a water system because of the impact of the District demands then the District shall pay for those improvements, including the costs of design and incidentals. The District will receive a Water Impact Fee credit for all water system improvements made by the District on behalf of the City pursuant to the water model. The City shall design, construct and inspect the improvements to the water system.

ARTICLE IV OTHER DISTRICT FACILITIES AND OPERATION

Section 5.01 District Wastewater Facilities. The District will construct, own, operate, maintain, and rehabilitate the District's Wastewater Facilities, which includes the Project Wastewater Facilities. The District will not convey the District's Wastewater Facilities to the City for ownership or maintenance during the term of this Amended Agreement. The District shall contract with a regional wastewater treatment provider to provide regional wastewater treatment service. The District will contract and pay for all permanent wastewater treatment capacity, all operational costs for permanent wastewater treatment plant capacity and any upgrades or improvements to the contracted permanent wastewater treatment plant capacity. The District is responsible for the operating costs and expansion of the permanent wastewater treatment facilities. The District shall not pay to the City any wastewater impact fee.

Section 5.02 Project Drainage and Detention Facilities. The District or another governmental entity will construct, own, operate, maintain, and rehabilitate the District's Drainage and Detention Facilities. The District will not convey the Project Drainage and Detention Facilities to the City for ownership or maintenance during the

term of this Amended Agreement. The District may contract with a property owners association for maintenance of Project Drainage and Detention Facilities.

Section 5.03 Park Facilities. The District shall be permitted to acquire, own, develop, construct, improve, manage, maintain and operate improvements, facilities, and equipment for the purpose of providing parks and recreational facilities, to the extent authorized and permitted under state law. Upon any future dissolution of the District, the District shall convey to the City and the City agrees to accept the conveyance of any such park and recreational facilities, whereupon the City shall assume responsibility for the operation and maintenance of such facilities.

Section 5.04 Public Roadways. The District will construct the Public Roadways for acceptance by the City. The City will own and accept the Public Roadways upon completion of the construction of the Public Roadways. The City has the right, but not the obligation, to attend all inspections of the Public Roadway with the District Engineer. The District will provide all maintenance of the roadways either directly or to reimburse the City for costs associated with the maintenance of the Public Roadways accepted by the City. The District has the legal right to maintain the Public Roadways by using excess water or sewer revenues to maintain the Public Roadways. The District can levy a maintenance tax to maintain the Public Roadways. The District has the right to sell road bonds to construct, maintain, reconstruct, repair the Public Roadways as a capital project. The City shall consent to the District obtaining road powers if needed to construct or maintain the Public Roadways. Neither the City nor the District will accept, own, or maintain private roadways.

Section 5.05 Operation Charges. The District will contract with an operator to operate, maintain and repair the District Wastewater Facilities, Project Drainage and Detention Facilities and the Public Roadways

ARTICLE VI FINANCING OF THE DISTRICT FACILITIES

Section 6.01 Authority of District to Issue Bonds. The District shall have the authority to issue, sell and deliver Bonds from time to time, as deemed necessary and appropriate by the Board of Directors of the District, for the purposes, in such forms and manner, and as permitted or provided by federal law, the general laws of the State of Texas and the Consent Ordinance.

Section 6.02 District Taxes. The District is authorized to assess, levy and collect ad valorem taxes upon all taxable properties within the District to provide for (i) the payment in full of the District's obligations, including principal, redemption premium, if any, or interest on the Bonds and to establish and maintain any interest and sinking fund, debt service fund or reserve fund and (ii) for the administration, operation, and maintenance purposes, all in accordance with applicable law. The parties agree that

nothing herein shall be deemed or construed to prohibit, limit, restrict or otherwise inhibit the District's authority to levy ad valorem taxes as the Board of Directors of the District from time to time may determine to be necessary. The City and the District recognize and agree that all ad valorem tax receipts and revenues collected by the District, together with all Annual Payments shall become the property of the District and may be applied by the District to the payment of all or any designated portion of the principal or redemption premium, if any, or interest on the Bonds or otherwise in accordance with applicable law.

Section 6.03 Bonds as Obligations of the District. Unless and until the City shall dissolve the District and assume the District's assets and District's obligations, the Bonds of the District, as to both principal and interest, shall be and remain obligations solely of the District and shall never be deemed or construed to be obligations or indebtedness of the City; provided, however, that nothing herein shall limit or restrict the District's ability to pledge or assign all or any portion of the Annual Payments to be made by the City to the District as provided in this First Amendment, to the payment of the principal of, the redemption premium, if any, or interest on the Bonds or other contractual obligations of the District relating to the financing, acquisition, or use of the District Facilities.

Section 6.04 Not an Allocation Agreement. The City, Developer and District agree that the Amended Agreement is not an Allocation Agreement pursuant to 54.016(f), Texas Water Code.

Section 6.05 Northpointe Water Control and Improvement District. The Parties consent and acknowledge that a portion of the District lies within the Northpointe Water Control and Improvement District ("Northpointe"), which does not provide water, wastewater or internal storm drainage facilities, but only provides major outfall drainage and storm water detention to the land within its boundaries. The City does not require consent if Northpointe issues additional bonds, and the Northpointe bonds are not obligations of the City.

ARTICLE VII ANNUAL PAYMENTS AND DISTRICT TAXES

Section 7.01 Calculation of Annual Payment. In consideration of the development of the land within the District and the related increase in the taxable value of such land to the City and in order to enhance the economic feasibility of the District and more equitably distribute among the taxpayers of the City and the District the burden of ad valorem taxes to be levied from time to time by the City and the District, the City agrees to collect and pay to the District a portion of the ad valorem taxes collected by the City in future years on the land and improvements within the District and within the City limits (the "Annual Payment"). That portion of the City property tax which will be returned to the District, shall be at a rate of one hundred percent (100%) of the debt

service portion of the City's ad valorem taxes applied on the land in the District and within the City limits and fifty percent (50%) of the maintenance and operation portion of the City's ad valorem tax applied on the land in the District and within the City limits. The Annual Payment shall be a payment of a portion of the City's tax revenues actually collected and received by the City, exclusive of any interest and penalties paid by the taxpayer to the City and exclusive of any collection costs incurred by the City.

Section 7.02 Payment of Annual Payment. The Annual Payment shall begin on May 1 in the calendar year following the calendar year for which the District initially receives a tax roll from the Harris County Appraisal District and shall be payable each May 1 thereafter (the "Payment Date"), with each such Annual Payment being applicable to the calendar year preceding the calendar year of each such May 1 (e.g. if the District receives a tax roll for the calendar year 2017, the Annual Payment for such year will be due May 1, 2018). Each Annual Payment that is not paid on or before the Payment Date shall be delinquent and shall incur interest at the rate of one percent (1%) of the amount of the Annual Payment per month, for each month or portion thereof during which the Annual Payment remains unpaid. On September 1 of each calendar year, the City shall cause to be paid to the District those portions of the Annual Payment which reflect collections made by the City subsequent to the Payment Date. The obligation of the City to make Annual Payments to the District shall terminate upon the termination of this First Amendment.

Section 7.03 Supplemental Tax Rolls; Correction Tax Rolls; Adjustment to Annual Payment. The Parties recognize and acknowledge that, from time to time, the Harris County Appraisal District may submit to the District or the City one or more supplemental tax rolls and/or correction tax rolls and that each such supplemental tax roll and/or correction tax rolls and that each such supplemental tax roll and/or correction tax roll may affect the total value of taxable properties within the District for a particular year and therefore the Annual Payment due and payable by the City for such year. The District agrees that promptly upon receiving a supplemental tax roll and/or correction tax roll, the District shall deliver such supplemental tax roll and/or correction tax roll to the City. Promptly upon receiving a supplemental tax roll and/or collection tax roll from the District, the City shall recalculate the amount of the Annual Payment pertaining thereto and shall notify the District of the amount of such recalculated Annual Payment if the supplemental tax rolls total more than a one million dollar difference. If the amount of the supplemental tax roll is less than one million dollars, the City and District will determine the amount and true-up the next fiscal year. Within forty-five (45) days from the date on which the District receives notice of a recalculated Annual Payment that is more than one million dollars difference due to the supplemental tax rolls, the City shall offer to pay to the District the amount of the recalculated Annual Payment or offer to adjust the next Annual Payment accordingly. The District must notify the City regarding the District's preference of the recalculation of the Annual Payment.

Section 7.04 Access to Records for Verifying Calculation of Annual and Monthly Revenue Payments. The City shall maintain proper books, records and accounts; shall provide the District with an accounting together with each Annual Payment; and shall afford the District or its designated representatives reasonable access to its books, records, and accounts for purposes of verifying the amounts of each Annual Payment or recalculated Annual Payment, which is or becomes due and payable by the City hereunder. The District shall maintain proper books, records, and accounts of all Bonds and the District's debt service requirements and shall afford the City or its designated representatives reasonable access thereto for purpose of verifying the amounts of Annual Payments relative to the District's debt service requirements and general operating requirements.

Section 7.05 Termination of Debt Service Annual Payments. When the District reimburses the Developer in the District for the last reimbursement of a District Facility, the District will give the City written notice. The District will notify the City the Debt Service Annual Payment will cease when that series of bonds are retired and paid off by the District. In the written notice to the City, the District will notify the City what year the series of bonds will be retired. When the District has paid off that series of bonds, the City's Annual Payment solely related to debt service shall cease. The District is allowed to refund this last series of bonds, but is not allowed to extend the maturity upon refunding. Any additional debt issued by the District for rehabilitation or reconstruction of District Facilities will not impact the termination of the Debt Service Annual Payment as described in this Section. The Annual Payment of fifty percent (50%) of the maintenance and operation tax will continue until the City dissolves the District.

Section 7.06 Economic Incentives, Economic Development Grant and Economic Development Program. The City and the District agree that any cash payments from the City, whether the Annual Payments, or the Sales and Use Tax revenue under the Strategic Partnership Agreement and Amended Strategic Partnership Agreement, or any other payments from the City can be used by the District as an economic development grant or an economic development incentive program, as contemplated under Chapter 380 of the Texas Local Government Code. The District can use the monies received by the City (whether Annual Payments, Sales and Use Tax revenue or any other revenue) for anything the City could use the monies for or any other legal use of the revenue by the District.

ARTICLE VIII DISSOLUTION OF THE DISTRICT

Section 8.01 Dissolution of the District. Notwithstanding the City annexing for full purposes the Commercial Tract, the City agrees not to dissolve the District or annex the residential portions of the District for full purposes until the earlier of the following conditions have been met:

- a. Thirty years from the effective date of this Amended Agreement; or
- b. The date when:
 - i. water, wastewater, drainage, street, road, park and recreational facilities have been completed to serve at least 90% of the developable acreage within the land within the District; and
 - ii. the Developer or developers in the District, or their successors or assigns, have been reimbursed by the District to the maximum extent permitted by the rules of the Texas Commission on Environmental Quality or the City assumes any obligation of the District for such reimbursement to the developers under such rules and pursuant to the terms of any reimbursement agreements between the District and such developers.

Section 8.02 Transition upon Dissolution. When all required findings and procedures for the dissolution of the District have been duly, properly, and finally made and satisfied by the City, and unless otherwise mutually agreed by the City and the District pursuant to then existing law, the District agrees that its officers, agents, and representatives shall be directed to cooperate with the City in any and all respects reasonable necessary to facilitate the dissolution of the District and the transfer of the District assets to and the assumption of the District obligations by the City.

ARTICLE IX TERM ASSIGNMENT AND REMEDIES

Section 9.01 Term. The term of the Amended Agreement will continue for thirty (30) years from the Effective Date. As to the District, the Amended Agreement shall terminate earlier automatically with the termination of the Amended Strategic Partnership Agreement. Otherwise the Amended Agreement may terminate on an earlier date under other provisions of this First Amendment or by written agreement of the City, Developer, and the District.

Section 9.02 Termination and Amendment by Agreement. The Amended Agreement may be terminated or amended as to all of the District at any time by mutual written consent of the City, Developer, and the District, or may be terminated or amended only as to a portion of the District by the mutual written consent of City, the owners of the portion of the land affected by the amendment or termination, Developer, and the District. In addition, Developer or the then owner of the Land may terminate the Amended Agreement at any time prior to development occurring on the Land if such party determines, in its sole discretion, that it is not beneficial for such party to proceed with the Project in accordance with the terms of the Amended Agreement. If such party terminates the Amended Agreement at a time when any site plan has been approved for any contemplated development activity on the Commercial Tract, such termination

shall render any approved site plan void and no development approved on the site plan shall be undertaken on the Land. Upon termination of the Amended Agreement, any obligation of the City to provide water to unimproved Land within the District shall also terminate.

Section 9.03 Assignment.

a. The Amended Agreement, and the rights and obligations of Developer, in whole or in part, may be assigned by Developer to a successor or assign that acquires a portion of the Commercial Tract, a parent, subsidiary, affiliate or related entity of Developer.

b. Except for an assignment authorized by subsection a., the Amended Agreement, and the rights and obligations of Developer, in whole or in part, may be assigned by Developer to a subsequent owner, developer and/or builder of all or a portion of the Land upon written notice to the City. Any such assignment will be in writing, specifically set forth the assigned rights and obligations and be executed by the proposed assignee.

c. Except for an assignment authorized by subsection a., Developer will provide to the City at least fifteen days advance written notice of any assignment or partial assignment of Developer's rights and obligations under the Amended Agreement. If Developer assigns its rights and obligations as to a portion of the Land, then the rights and obligations of any assignee and Developer will be severable and Developer will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one developer, the City may pursue all remedies against that nonperforming developer but will not impede development activities of any performing developer as a result of that nonperformance. The Amended Agreement is not intended to create any encumbrance to title as to any ultimate consumer who purchases any portion of the Land.

d. This District may assign any or all of its rights and obligations under the Amended Agreement to Harris County Improvement District No. 22. The District shall provide written notice to Developer and City of such assignment.

ARTICLE X MISCELLANEOUS PROVISIONS

Section 10.01 Conflict, Term. The Amended Agreement shall remain in full force and effect except as specifically amended hereby. This First Amendment shall continue in force and be in effect so long as the Original Agreement is in force and effect.

Section 10.02 Severability; Waiver. The provisions of the Amended Agreement are severable, and if any provision or part of the Amended Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent

jurisdiction to be invalid or unconstitutional for any reason, the remainder of the Amended Agreement and the application of such provision or part of the Amended Agreement to other persons or circumstances shall not be affected thereby so long as the Amended Agreement is modified to provide the economic benefit or prevent the obligation or detriment provided or prevented by such severed provision.

Section 10.03 Merger. The Amended Agreement embodies the entire agreement among the Parties relative to the subject matter hereof and thereof.

Section 10.04 Authority for Execution. The City certifies, represents and warrants that the execution of this First Amendment is duly authorized and adopted in conformity with City ordinances. Developer hereby certifies, represents and warrants that the execution of this First Amendment is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of Developer. The District certifies, represents and warrants that the execution of this First Amendment is duly authorized and adopted in conformity with the statutes and rules governing the District.

Section 10.05 Employment of Undocumented Workers. During the term of the Amended Agreement, Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), shall repay any funds received hereunder from the City as of the date of such violation within 120 days after the date the Lessee is notified by the City of such violation. Developer is not liable for violations by any affiliate, tenants of the Project other third party with which Developer contracts.

Section 10.06 Developer Reliance. The Parties recognize that Developer would not expend significant sums to develop the Project without the commitments of the City herein, and that the Developer relied on the legal enforceability of the City's obligations hereunder. The City will receive significant economic benefit from the development and operation of the Project. The City is accepting the benefit of the Project.

Section 10.07 Disclosure. City and District acknowledge receipt of Texas Ethics Commission Form 1295.

Section 10.08 Cooperation/Approvals/Time. The Parties shall cooperate in good faith to achieve the benefits of the Amended Agreement. The Parties shall take such additional actions and execute such additional documents as reasonably necessary to effectuate the Amended Agreement. No approval or consent related to the Amended Agreement may be unreasonably withheld, conditioned or delayed. Time is of the essence in the performance of the Amended Agreement.

Section 10.09 Recordation. An executed copy of both the Amended Agreement and the Original Agreement shall be recorded in the Real Property Records of Harris County, Texas.

Section 10.10 Construction. The Amended Agreement shall be construed equally as to the Parties and shall not be strictly construed against the drafter, as the documents are fully negotiated and jointly drafted by sophisticated parties with competent legal counsel.

Section 10.11 Exhibits. The following exhibits are attached to this First Amendment and made apart hereof for all purposes:

- Exhibit "A" Metes and Bounds of the Project
- Exhibit "B" Metes and Bounds of the District
- Exhibit "C" Draft Amended Strategic Partnership Agreement
- Exhibit "D" Paving and Drainage Map of the Project
- Exhibit "E" Water and Sanitary Map of the Project
- Exhibit "F" Grand Parkway Town Center POD
- Exhibit "G" Current City's Water Impact Fee
- Exhibit "H" Draft Letter of Capacity

The undersigned Parties have executed this First Amendment on the dates indicated below.

CITY OF TOMBALL, TEXAS,
a home rule municipality

By: _____

Name: _____

Title: _____

ATTEST:

Doris Speer, City Secretary

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me the ____ day of _____,
2017, by _____, _____ of the City of Tomball,
Texas, a home rule municipality.

Notary Public Signature

A-K 133 HWY 249-GRAND PARKWAY, L.P.,
a Texas limited partnership

By: A-K 133, L.C., a Texas limited liability
company, its general partner

By: _____
Name: _____
Title: _____

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me the ____ day of _____,
2017, by _____, _____ of A-K 133 HWY 249-Grand Parkway, L.P.

Notary Public Signature

**HARRIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 273**, a political subdivision of
the State of Texas

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

STATE OF TEXAS §

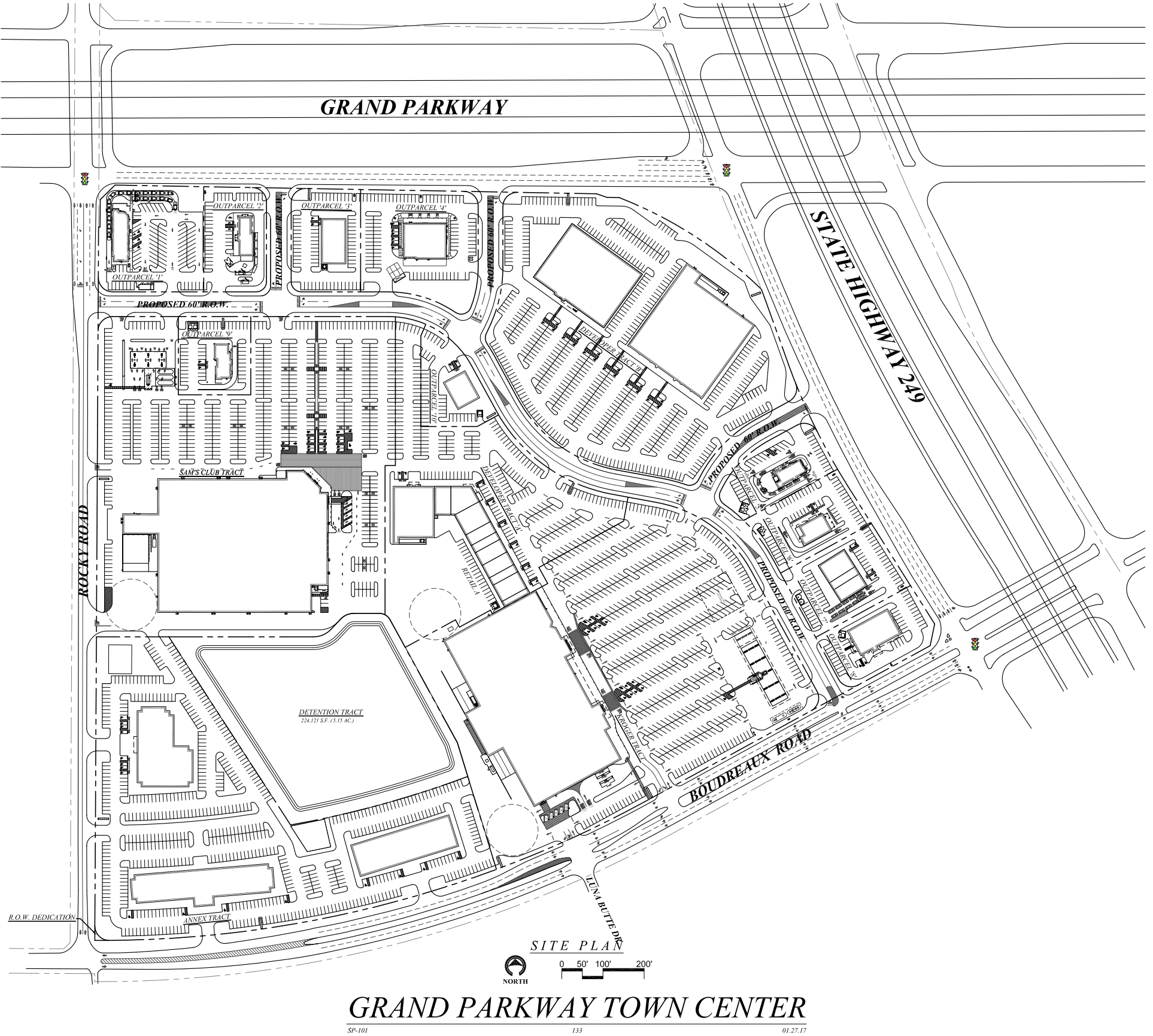
COUNTY OF HARRIS §

This instrument was acknowledged before me the ____ day of _____,
2017, by _____, _____ of Harris County Municipal
Utility District No. 273, a political subdivision of the State of Texas.

Notary Public Signature

After Recording Return to:
A-K 133 HWY 249-GRAND PARKWAY, L.P.
c/o NewQuest Properties
8827 W. Sam Houston Pkwy. N., Suite 200
Houston, Texas 77040
Attn: Steven D. Alvis

EXHIBIT D



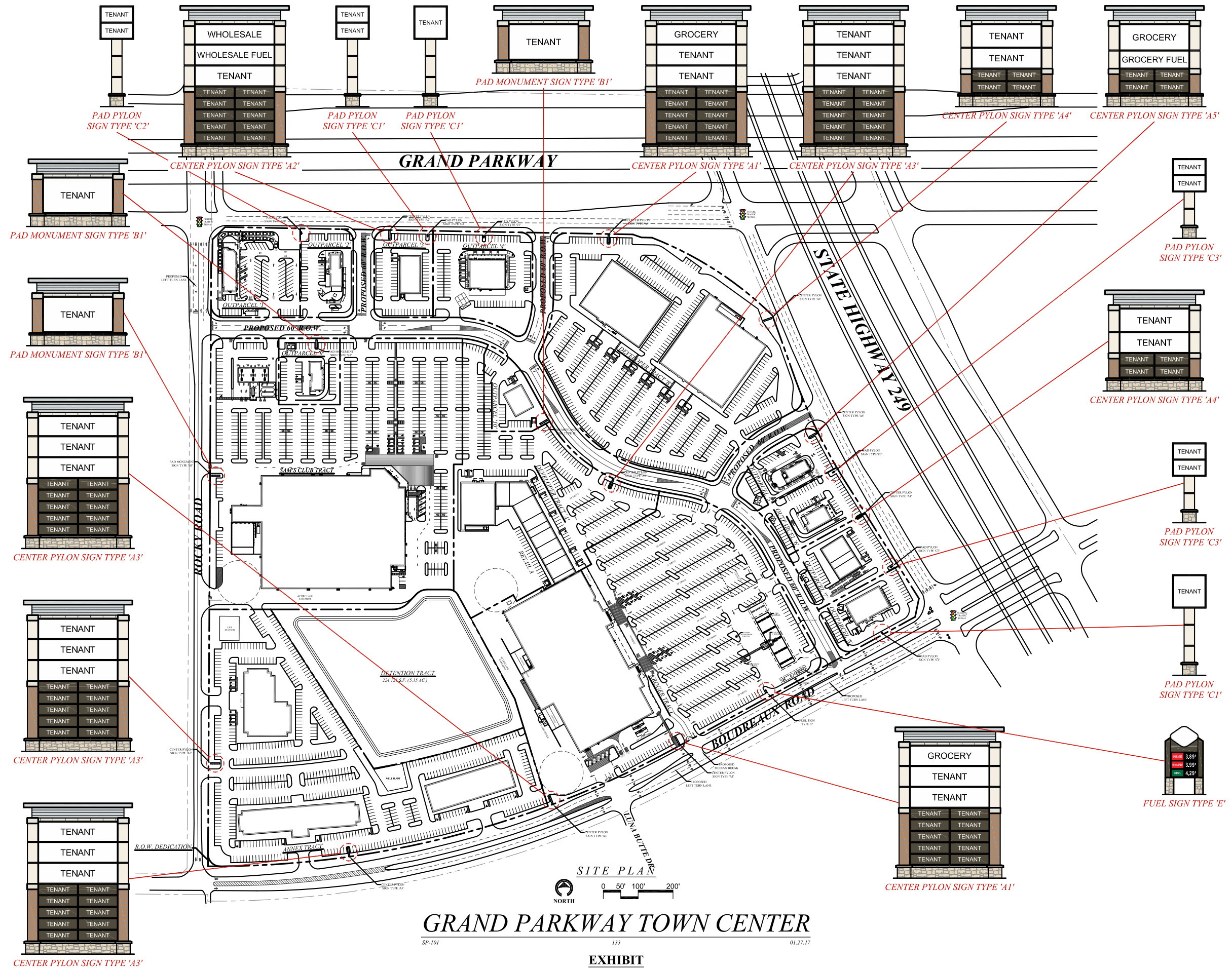
GRAND PARKWAY TOWN CENTER

SP-101 133 01.27.17

EXHIBIT

Page 28 of 154
SWC OF GRAND PARKWAY & STATE HIGHWAY 249
TOMBALL, TEXAS

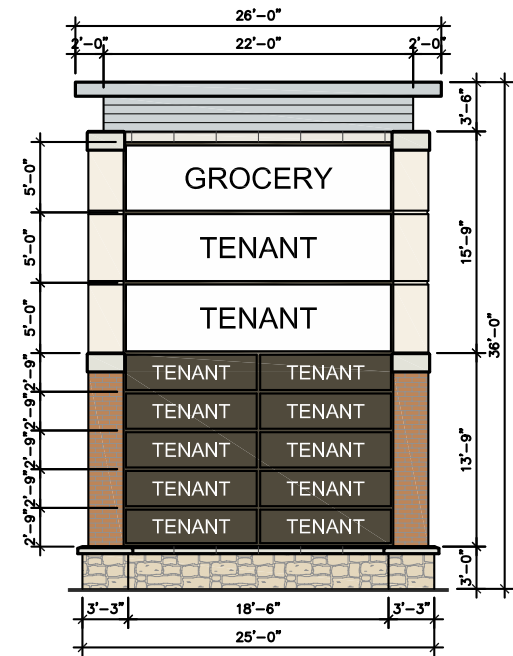
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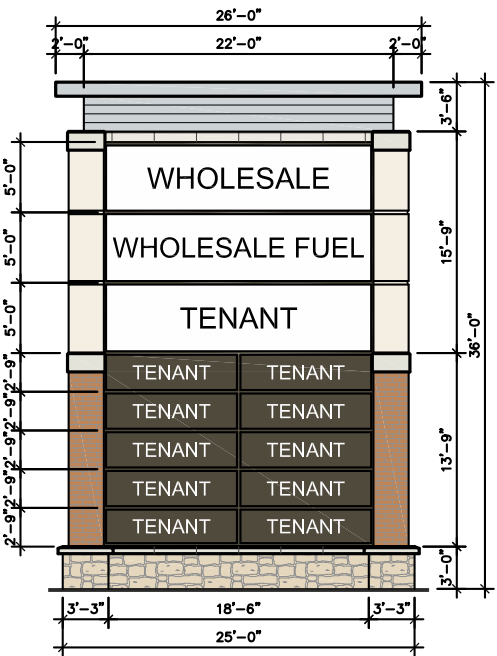
GRAND PARKWAY TOWN CENTER

EXHIBIT

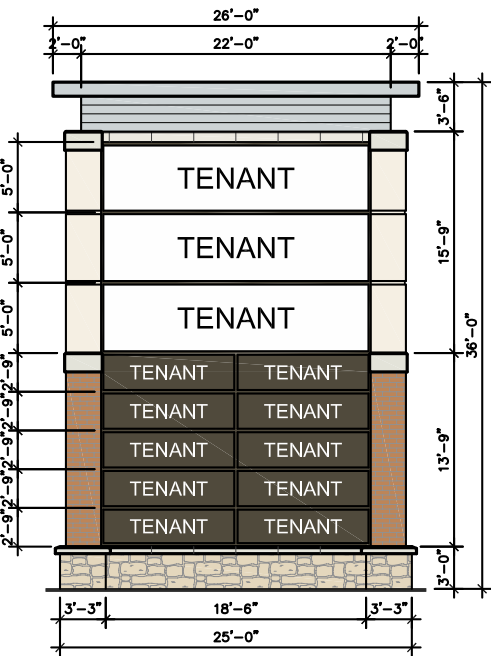
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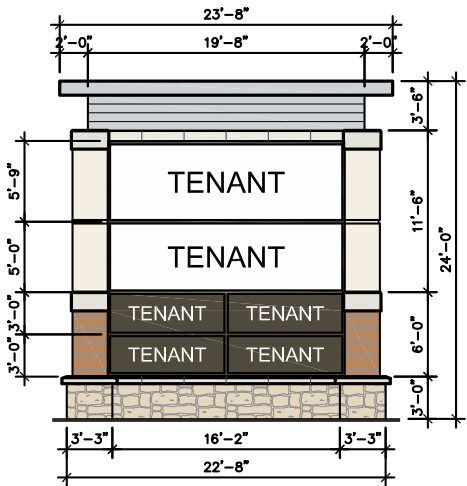
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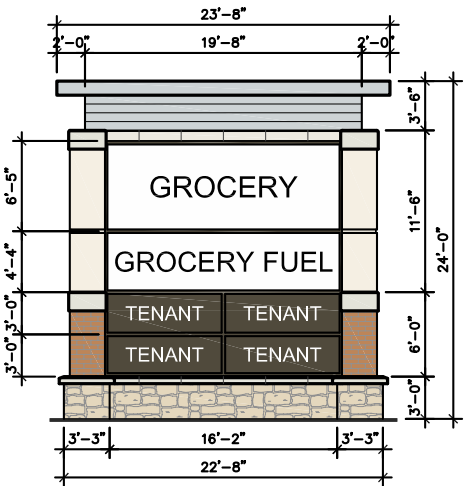
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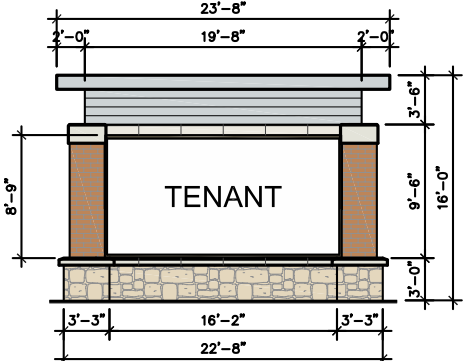
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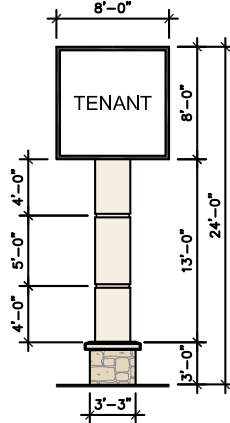
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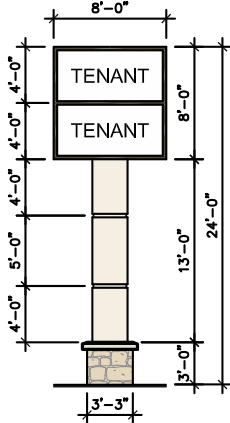
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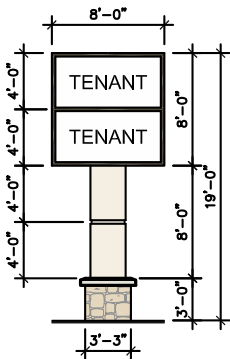
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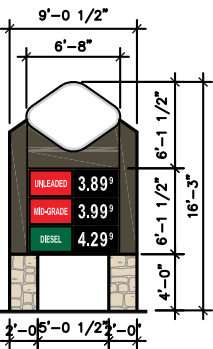
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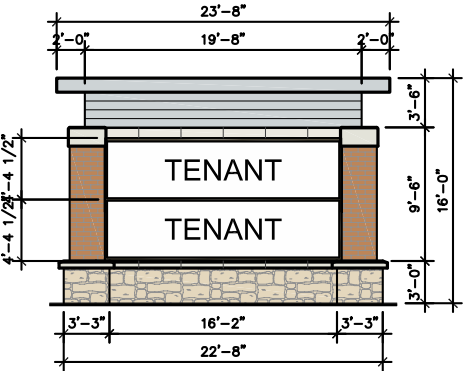
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PAD PYLON SIGN TYPE 'C3'



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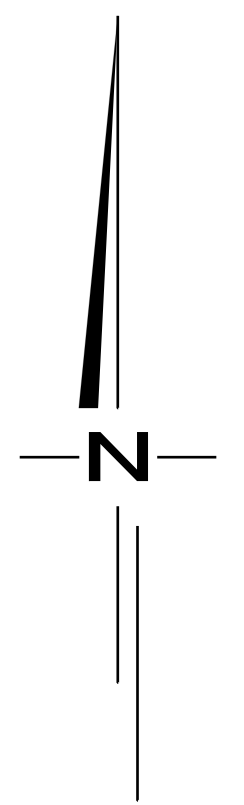
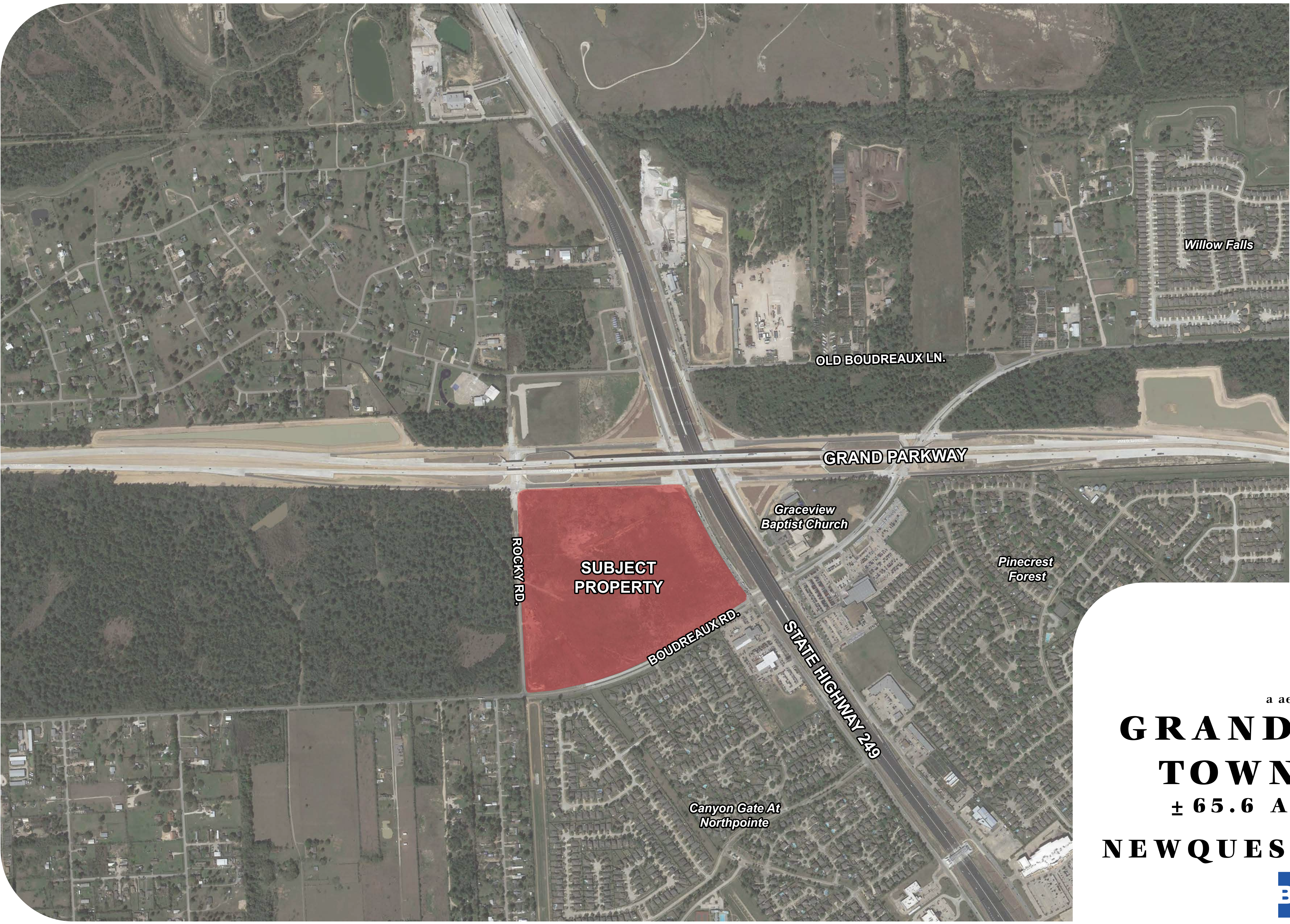


PAD MONUMENT SIGN TYPE 'B2'

SIGNAGE

GRAND PARKWAY TOWN CENTER

EXHIBIT



OPTION
A

a acre map exhibit for

**GRAND PARKWAY
TOWN CENTER**
± 65.6 ACRES OF LAND

prepared for

NEWQUEST PROPERTIES



KERRY R. GILBERT
& ASSOCIATES

— Land Planning Consultants —
23501 Cinco Ranch Blvd., Suite A-250
Katy, Texas 77494
Tel: 281-579-0340

7000 North Mopac, Suite 330
Austin, TX 78731
Tel: 512-583-4511

2595 Dallas Parkway, Suite 204
Frisco, TX 75034
Tel: 972-464-5631

NOT TO SCALE

MAY 26, 2016
KGA # 1-456

EXHIBIT
A

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EXHIBIT B

LEGAL DESCRIPTION -- TRACT 1:

A FIELD NOTE DESCRIPTION OF 65.6190 acres (2,858,363 square feet) of land in the Williams Perkins, Survey, Abstract No. 621, in the T. A. Duclos Survey, Abstract No. 1473, and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas, said 65.6190 acre tract of land being several tracts of land conveyed to A-K Venture Capital, L.C., as recorded in Harris County Clerk's File Nos. P577137, 20150073274, 20150446291, 20150424692, 20150446503, 20150446572, and 2015085560; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE at a 5/8-inch iron rod found at the intersection of the south right-of-way line of Boudreaux Estates Drive (previously called Boudreaux Road, 60 feet wide) with the east right-of-way line of Rocky Road (previously called Boudreaux Road, 60 feet wide) for the northwest corner of a 14.8700 acre tract of land conveyed to Greater Life Church, as recorded in Harris County Clerk's File No. P747894;

THENCE, South 02° 42' 23" East with the east right-of-way line of said Rocky Road, at a distance of 508.47' pass a point at the intersection of the east right-of-way line of said Rocky Road with the north right-of-way line of State Highway 99 (Grand Parkway, right-of-way width varies), as recorded in Harris County Clerk's File No. 20130635661 and continuing for a total distance of 1,125.13 feet to a TXDOT monument disk found at the intersection of the east right-of-way line of said Rocky Road with the south right-of-way line of said State Highway 99 for a northwest corner and the POINT OF BEGINNING of this tract;

THENCE, North 87° 08' 44" East -- 3.45 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an interior corner of this tract;

THENCE, North 02° 28' 32" West -- 66.98 feet with an east right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 42° 34' 59" East -- 50.02 feet with the southeast right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 88° 01' 15" East -- 1,169.62 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, South 73° 26' 35" East -- 26.19 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 88° 01' 15" East -- 30.30 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for the beginning of a non-tangent curve to the right;

THENCE, in a southeasterly direction with the south right-of-way line of said State Highway 99 and with said non-tangent curve to the right having a radius of 1,030.79 feet, a central angle of 22° 58' 29", a length of 413.33 feet and a chord bearing South 60° 10' 38" East -- 410.57 feet to a 5/8-inch iron rod found in the southwest right-of-way line of State Highway 249 (width varies) for the northeast corner of this tract;

THENCE, in a southeasterly direction with the southwest right-of-way line of said State Highway 249 and with a non-tangent curve to the right having a radius of 1,379.00 feet, a central angle of 01° 37' 30", a length of 39.11 feet and a chord bearing South 23° 20' 16" East -- 39.11 feet to a 5/8-inch iron rod with cap stamped "T.E.A.M." found for the end of said curve;

THENCE, South 22° 44' 12" East -- 154.41 feet with the southwest right-of-way line of said State Highway 249 to a TXDOT monument disk found for a point-of-curvature;

THENCE, in a southeasterly direction with the southwest right-of-way line of said State Highway 249 and with a curve to the left having a radius of 1,512.00 feet, a central angle of 12° 29' 50", a length of 329.80 feet and a chord bearing South 28° 59' 08" East -- 329.14 feet to a TXDOT monument disk found for the end of said curve;

THENCE, South 35° 12' 22" East -- 395.67 feet with the southwest right-of-way line of said State Highway 249 to a TXDOT monument disk found at the northeast end of a cutback at the intersection of the southwest right-of-way line of said State Highway 249 with the northwest right-of-way line of Boudreaux Road (100 feet wide), as recorded in Harris County Clerk's File No. D900150 for a southeast corner of this tract;

THENCE, South 08° 39' 54" West -- 53.94 feet with said cutback to a TXDOT monument disk found at the southeast end of said cutback for a southeast corner of this tract;

THENCE, South 58° 19' 09" West -- 791.84 feet with the northwest right-of-way line of said Boudreaux Road to a 5/8-inch iron rod found for the beginning of a non-tangent curve to the right;

THENCE, in a westerly direction with the north right-of-way line of said Boudreaux Road and with said non-tangent curve to the right having a radius of 2,750.00 feet, a central angle of 28° 57' 23", a length of 1,369.80 feet and a chord bearing South 72° 50' 56" West -- 1,375.06 feet to a 5/8-inch iron rod found at the intersection of the north right-of-way line of said Boudreaux Road with the east right-of-way line of said Rocky Road for the southwest corner of this tract;

THENCE, North 02° 42' 23" West -- 1,732.43 feet with the east right-of-way line of said Rocky Road to the POINT OF BEGINNING and containing 65.6190 acres (2,858,363 square feet) of land.

LEGAL DESCRIPTION -- TRACT 2:

A FIELD NOTE DESCRIPTION OF 5.3170 acres (231,609 square feet) of land in the T. A. Duclos Survey, Abstract No. 1473 and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas, said 5.3170 acre tract of land being the remainder of a 24.9205 acre tract of land, "Tract 1", conveyed to A-K Venture Capital, L.C., as recorded in Harris County Clerk's File No. P577137 and being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE at a 5/8-inch iron rod found at the intersection of the south right-of-way line of Boudreaux Estates Drive (previously called Boudreaux Road, 60 feet wide) with the east right-of-way line of Rocky Road (previously called Boudreaux Road, 60 feet wide) for the northwest corner of a 14.8700 acre tract of land conveyed to Greater Life Church, as recorded in Harris County Clerk's File No. P747894;

THENCE, North 87° 36' 01" East with the south right-of-way line of said Boudreaux Road and with the north line of said 14.8700 acre tract, at a distance of 600.21 feet pass a 5/8-inch iron rod found and continuing for a total distance of 750.22 feet to a 5/8-inch iron rod with cap stamped "TEAM" set for the northeast corner of "Director Lot 3" conveyed to Mark Day, as recorded in Harris County Clerk's File No. 20150446511 and for the northwest corner and POINT OF BEGINNING of this tract;

THENCE, North 87° 36' 01" East -- 402.95 feet with the south right-of-way line of said Boudreaux Road and with the north line of said 24.9205 acre tract to a 5/8-inch iron rod found at the northwest end of a cutback at the intersection of the south right-of-way line of said Boudreaux Road with the southwest right-of-way line of State Highway 249 (width varies) for a northeast corner of said 24.9205 acre tract and for the northeast corner of this tract;

THENCE, South 59° 00' 19" East -- 20.71 feet with said cutback to a point for the east corner of this tract; from which a found disturbed 5/8-inch iron rod bears North 03° 38' 31" West -- 0.44 feet; and from which a 5/8-inch iron rod with cap set at the southeast end of said cutback bears South 59° 00' 19" East -- 19.60 feet;

THENCE, in a southwesterly direction with the northwest line of a tract of land conveyed to The State of Texas, as recorded in Harris County Clerk's File No. 20130533160 (State Highway 99, width varies) and with a non-tangent curve to the right having a radius of 825.79 feet, a central angle of 58° 19' 22", a length of 840.59 feet and a chord bearing South 37° 40' 41" West -- 804.77 feet to a TXDOT monument disk found for the end of said curve;

THENCE, South 88° 01' 15" West -- 57.52 feet with the north line of said State Highway 99 to a TXDOT monument disk found for the northeast corner of existing State Highway 99 (Grand Parkway, width varies), conveyed to The State of Texas, as recorded in Harris County Clerk's File No. 20130635661 and for the southwest corner of this tract;

THENCE, North 01° 54' 19" West -- 428.78 feet with the east line of said 14.8700 acre tract to a 5/8-inch iron rod with cap stamped "TEAM" set for the southwest corner of "Director Lot 5" conveyed to Felicia Lee, as recorded in Harris County Clerk's File No. 20150446545 and for a northwest corner of this tract;

THENCE, North 87° 36' 01" East -- 100.00 feet with the south line of said "Director Lot 5" to a 5/8-inch iron rod with cap stamped "TEAM" set for the southeast corner of said "Director Lot 5" and for an interior corner of this tract;

THENCE, North 01° 54' 19" West with the east line of said "Director Lot 5", at a distance of 50.00 feet pass the northeast corner of said "Director Lot 5" also being the southeast corner of "Director Lot 4" conveyed to Margaret Gallagher, as recorded in Harris County Clerk's File No. 20150446505 and continuing with the east line of said "Director Lot 4" for a total distance of 100.00 feet to a 5/8-inch iron rod with cap stamped "TEAM" set for the northeast corner of said "Director Lot 4", for the southeast corner of "Director Lot 2" conveyed to Jack Hall, as recorded in Harris County Clerk's File No. 20150446399, for the southwest corner of said "Director Lot 3" and for a northwest corner of this tract;

THENCE, North 87° 36' 01" East -- 50.00 feet with the south line of said "Director Lot 3" to a 5/8-inch iron rod with cap stamped "TEAM" set for the southeast corner of said "Director Lot 3" and for an interior corner of this tract;

THENCE, North 01° 54' 19" West -- 100.00 feet with the east line of said "Director Lot 3" to the POINT OF BEGINNING and containing 5.3170 acres (231,609 square feet) of land.

NOTES:

- 1.) BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83) USING NOS CONTINUOUSLY OPERATING REFERENCE STATIONS.
- 2.) THE SURVEYOR HAS NOT ABSTRACTED THIS PROPERTY. DEED INFORMATION SHOWN HEREON WAS RESEARCHED AND PROVIDED BY TEXAS STATE TITLE, LLC.
- 3.) THE CERTIFICATE SHOWN HEREON IS VALID ONLY IF THIS DOCUMENT CONTAINS AN ORIGINAL STAMPED OR IMPRESSION SEAL AND SIGNATURE OF THE SURVEYOR. SAID CERTIFICATION SHALL NOT APPLY TO ANY COPIES OR ALTERED ORIGINALS.
- 4.) THIS SURVEY WAS PERFORMED IN CONNECTION WITH THE "COMMITMENTS FOR TITLE INSURANCE" ISSUED BY TEXAS STATE TITLE, LLC ON MAY 26, 2015, EFFECTIVELY DATED APRIL 6, 2015, FILE NO. 1420122245, AND IS RELIED UPON FOR PURPOSES THEREOF.
- 5.) ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR HARRIS COUNTY, TEXAS AND INCORPORATED AREAS, COMMUNITY PANEL NO. 48201-C-0240M EFFECTIVELY DATED OCTOBER 18, 2013, THIS PROPERTY LIES IN ZONE "X", AN AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- 6.) METES-AND-BOUNDS DESCRIPTIONS WERE COMPLIED IN CONJUNCTION WITH THIS SURVEY.
- 7.) ALL RODS SET ARE 5/8" IRON RODS WITH CAPS STAMPED: T.E.A.M. -- 281-491-2525.
- 8.) THIS TRACT OF LAND WAS SURVEYED IN THE FIELD ON AUGUST 18, 2014. ANY CHANGES MADE AFTER THIS DATE ARE NOT SHOWN HEREON.
- 9.) ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN HEREON. THE LOCATIONS OF UTILITIES SHOWN HEREON ARE SHOWN PER RECORD DRAWINGS AND ABOVE GROUND EVIDENCE; SIZES, DEPTHS, AND LOCATIONS MAY VARY. FOR THE LOCATION OF ANY ADDITIONAL UTILITIES THAT MAY EXIST, PLEASE CALL THE "TEXAS ONE CALL" LOCATING SERVICE.
- 10.) ADDITIONAL BUILDING LINES MAY EXIST PER CITY OF HOUSTON AND TXDOT REQUIREMENTS THAT ARE NOT SHOWN.

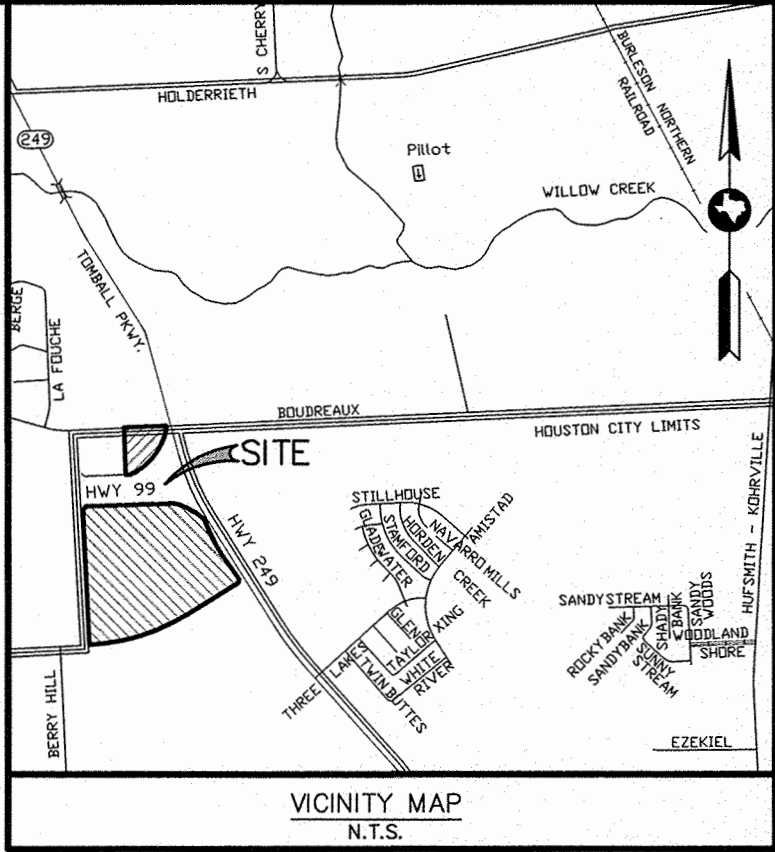
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 88°01'15" E	57.53'
L2	N 59°00'19" W	20.71'
L3	N 87°08'44" E	3.45'
L4	N 02°28'32" W	66.98'
L5	N 42°34'59" E	50.02'
L6	S 73°26'35" E	26.19'
L7	N 88°01'15" E	30.30'
L8	S 08°39'54" W	53.94'
L9	N 87°36'01" E	100.00'
L10	N 01°54'19" W	100.00'
L11	N 87°36'01" E	50.00'
L12	N 01°54'19" W	100.00'
L13	S 01°54'19" E	100.00'
L14	S 01°54'19" E	100.00'
L15	N 87°36'01" E	100.00'
L16	N 87°36'01" E	100.00'
L17	S 59°00'19" E	19.60'
L18	N 55°50'29" E	26.29'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	58°19'22"	825.79'	840.59'
C2	22°58'29"	1030.79'	413.33'
C3	1°37'30"	1379.00'	39.11'
C4	12°29'50"	1512.00'	329.80'
C5	28°57'23"	2750.00'	1389.80'
C6	02°32'22"	2024.25'	13.76'

TEXAS STATE TITLE, LLC			
FILE NO.: 1420122245		EFFECTIVE: APRIL 6, 2015	
SCHEDULE 'B' ITEM NO.		ISSUED: MAY 26, 2015	
10G	H.C.C.F. NO. 20130606359	TEMPORARY DRAINAGE EASEMENT	AS SHOWN
10H	VOL. 2013, PG. 226; H.C.D.R. H.C.C.F. NO. K739784 H.C.C.F. NO. D814271 H.C.C.F. NO. 20100106760	TENNESSEE GAS TRANSMISSION CO. PIPELINE EASEMENT	AS SHOWN
10I	VOL. 6439, PG. 601; H.C.D.R.	HUMBLE OIL & REFINING CO. 50' PIPELINE EASEMENT	AS SHOWN
10S	H.C.C.F. NO. L091863	DENIAL OF ACCESS, INGRESS, EGRESS TO PROPERTY FROM PROPOSED GRAND PARKWAY	ACCESS DENIAL LINES AS SHOWN PER TXDOT R.O.W. PLANS
10U	NONE	SUBJECT PROPERTY LIES WITHIN BOUNDARIES OF WESTBOURNE WATER CONTROL AND IMPROVEMENT DISTRICT	AFFECTS TRACT NOT PLOTTABLE
10V	NONE	SUBJECT PROPERTY LIES WITHIN BOUNDARIES OF HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 273	AFFECTS TRACT NOT PLOTTABLE
10W	H.C.C.F. NO. 253886	BUILDING LINES PER CITY OF HOUSTON ORDINANCE NO. 85-1878	AS SHOWN

LEGEND

- BL -- BOLLARD
- BWF -- BARBED WIRE FENCE
- CLF -- CHAIN LINK FENCE
- CDNC -- CONCRETE
- CWP -- CROSS-WALK POLE
- DG -- DOWN GUY
- DYS -- DOUBLE YELLOW STRIPE
- EB -- ELECTRIC BOX
- EDA -- EDGE OF ASPHALT
- FH -- FIRE HYDRANT
- FL -- FLOW LINE
- FND -- FOUND
- FDN -- FIBER OPTIC CABLE MARKER (++)
- G -- GUTTER
- GP -- GATE POST
- H. C. C. F. -- HARRIS COUNTY CLERK'S FILE
- H. C. D. R. -- HARRIS COUNTY DEED RECORDS
- HL&P -- HOUSTON LIGHTING AND POWER
- HWF -- HDG WIRE FENCE
- IP -- IRON PIPE
- IR -- IRON ROD
- LS -- LIGHT STANDARD
- MH -- MANHOLE
- MP -- METER POLE
- DTM -- DRAINAGE DITCH MARK (DB)
- P- -- OVERHEAD POWER LINE
- PLM -- PIPELINE MARKER (++)
- PLR -- PIPELINE RISER
- PLS -- PIPELINE STAKE (++)
- P. O. B. -- POINT OF BEGINNING
- P. O. C. -- POINT OF COMMENCEMENT
- PP -- POWER POLE
- PRF -- PIPE-RAIL FENCE
- PRV -- PRESSURE RELEASE VALVE
- PV -- PIPE VENT
- RCP -- REINFORCED CONCRETE PIPE
- R. O. W. -- RIGHT OF WAY
- S. E. T. -- SLOPED END TREATMENT
- SQ. FT. -- SQUARE FEET
- STM -- STORM
- SWBT -- SOUTHWESTERN BELL TELEPHONE
- SWS -- SINGLE WHITE STRIPE
- TBM -- TEMPORARY BENCHMARK
- TC -- TOP OF CURB
- TGG -- TOP OF GRATE
- TDV -- TOP OF VALVE
- TP -- TELEPHONE PEDESTAL
- TSPB -- TRAFFIC SIGNAL PULL BOX
- TSP -- TRAFFIC SIGNAL POLE
- W/ -- WITH
- WCR -- WHEEL CHAIR RAMP
- WV -- WATER VALVE
- CNFV -- NOT FIELD VERIFIED



BENCHMARK: FLOODPLAIN REFERENCE MARK NO. 120070 IS N ALUMINUM ROD STAMPED "120070" LOCATED IN THE GROUND APPROXIMATELY 0.95 MILES NORTHWEST OF THE INTERSECTION OF SH 249 AND BOUDREAUX AND APPROXIMATELY 11' SOUTH OF WILLOW CREEK; IN THE WILLOW WATERSHED AND IN KEYMAP NO. 288X. ELEVATION = 153.30' (NAVD 1988, 2001 ADJUSTMENT)

TBM A: RAILROAD SPIKE IN THE WEST SIDE OF THE POWER POLE AT THE SOUTH CORNER OF NEW BOUDREAUX ROAD AND ROCKY ROAD, AS SHOWN. ELEVATION = 167.39'

TBM B: 60d NAIL IN THE EAST SIDE OF POWER POLE NORTH OF NEW BOUDREAUX ROAD ON THE WEST SIDE OF ROCKY ROAD, AS SHOWN. ELEVATION = 165.98'

TBM H: 60d NAIL IN THE SOUTH SIDE OF POWER POLE WEST OF HIGHWAY 249 FRONTAGE ROAD ON THE NORTH SIDE OF BOUDREAUX ESTATES DRIVE, AS SHOWN. ELEVATION = 167.77'

TBM I: BOX CUT ON TYPE 'C' INLET NORTH OF NEW BOUDREAUX ROAD ON THE WEST SIDE OF HIGHWAY 249 FRONTAGE ROAD, AS SHOWN. ELEVATION = 163.11'

TBM J: BOX CUT ON TYPE 'C' INLET NORTH OF NEW BOUDREAUX ROAD ON THE WEST SIDE OF HIGHWAY 249 FRONTAGE ROAD, AS SHOWN. ELEVATION = 164.79'

TBM K: BOX CUT ON TYPE 'C' INLET NORTH OF NEW BOUDREAUX ROAD ON THE WEST SIDE OF HIGHWAY 249 FRONTAGE ROAD, AS SHOWN. ELEVATION = 164.27'

TBM L: BOX CUT ON TYPE 'C' INLET NORTH OF NEW BOUDREAUX ROAD ON THE WEST SIDE OF HIGHWAY 249 FRONTAGE ROAD, AS SHOWN. ELEVATION = 165.15'

TBM S: BOX CUT ON TYPE 'C' INLET WEST OF HIGHWAY 249 FRONTAGE ROAD ON THE NORTH SIDE OF NEW BOUDREAUX ROAD, AS SHOWN. ELEVATION = 165.20'

TBM T: BOX CUT ON TYPE 'C' INLET WEST OF HIGHWAY 249 FRONTAGE ROAD ON THE NORTH SIDE OF NEW BOUDREAUX ROAD, AS SHOWN. ELEVATION = 165.49'

TBM U: BOX CUT ON CONCRETE NOSE AT WEST SIDE OF MEDIAN ALONG NEW BOUDREAUX ROAD, AS SHOWN. ELEVATION = 167.18'

TBM V: RAILROAD SPIKE IN POWER POLE NORTH OF NEW BOUDREAUX ROAD ON THE WEST SIDE OF ROCKY ROAD, AS SHOWN. ELEVATION = 166.01'

TBM W: RAILROAD SPIKE IN POWER POLE, NOT USED. ELEVATION = 165.93'

I, Brian Nesvadba, a Registered Professional Land Surveyor of the State of Texas, hereby certify that the above plot correctly represents the facts found at the time of the survey made on the ground under my supervision. This survey substantially complies with the current Texas Society of Professional Surveyor's Standards and Specifications for a Category 1B, Condition II, Survey.



Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776

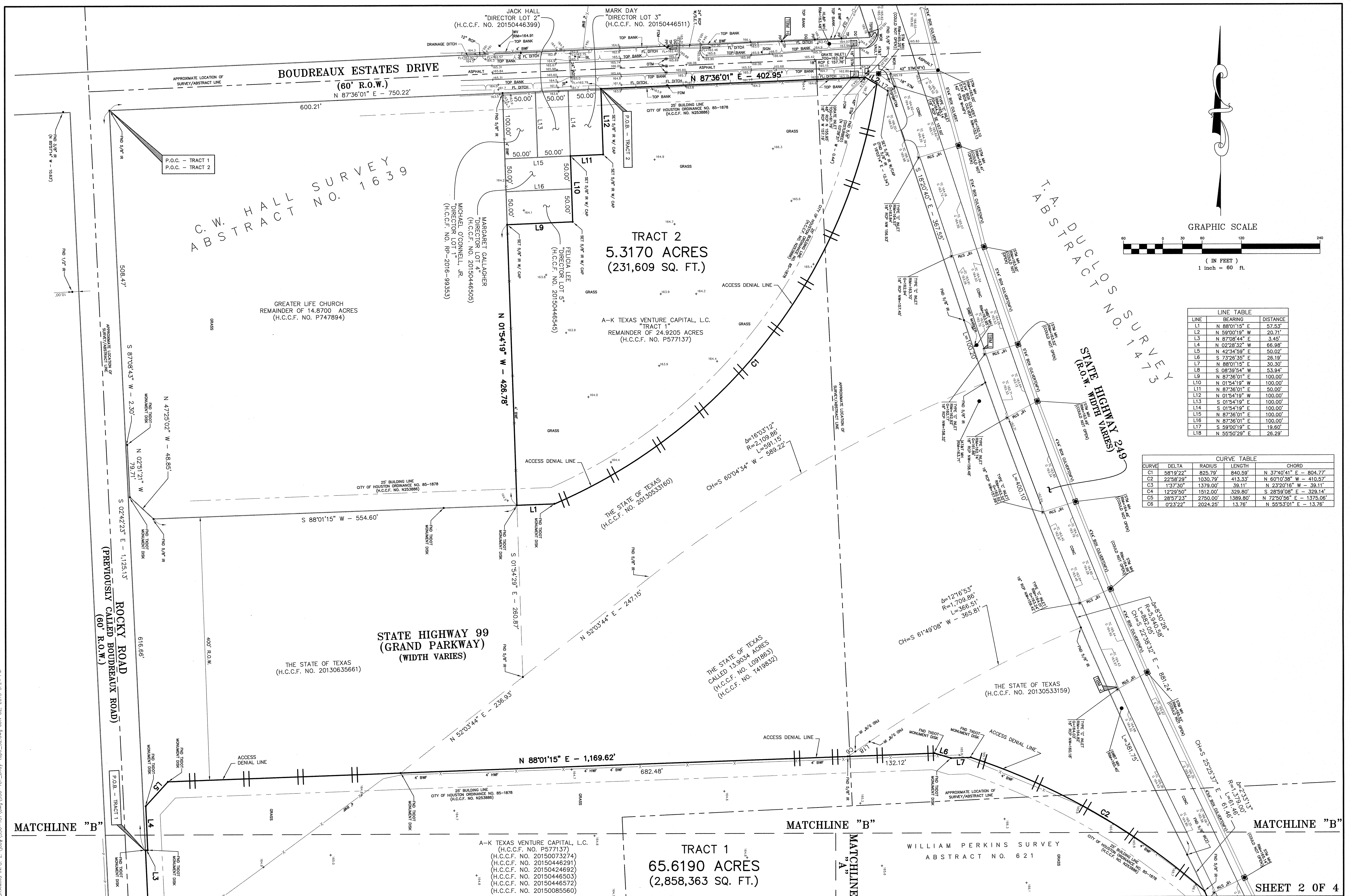
SHEET 1 OF 4



TEXAS ENGINEERING AND MAPPING CO.
12810 CENTURY DRIVE
STAFFORD, TEXAS 77477
PHONE: 281.491.2625 FAX: 281.491.2635
FIRM REGISTRATION NO. 10119000
www.lean-civil.com

STANDARD LAND AND TOPOGRAPHIC SURVEY
OF
A 65.6190 ACRE (2,858,363 SQ. FT.) TRACT OF LAND AND A 5.3170 ACRE (231,609 SQ. FT.) TRACT OF LAND IN THE T. A. DUCLOS SURVEY, ABSTRACT NO. 1473, IN THE WILLIAM PERKINS SURVEY, ABSTRACT NO. 621, AND IN THE C.W. HALL SURVEY, ABSTRACT NO. 1639, HARRIS COUNTY, TEXAS

CREW: RL	DRAWN BY: CK	CALC. BY: BSN	CK BY: BSN
DATE: 05-10-16	SCALE: 1"=60'	KEY MAP: 328 D	JOB NO.: 356-181



DRAWING INFO: Z:\p02\4356-181\dwg\topo-S3.dwg JUN 02, 2015 3:25 PM

T. A. DUCLOS SURVEY
ABSTRACT NO. 1473

APPROXIMATE LOCATION OF
SURVEY/ABSTRACT LINE

MATCHLINE "B"

MATCHLINE "B"

MATCHLINE "A"

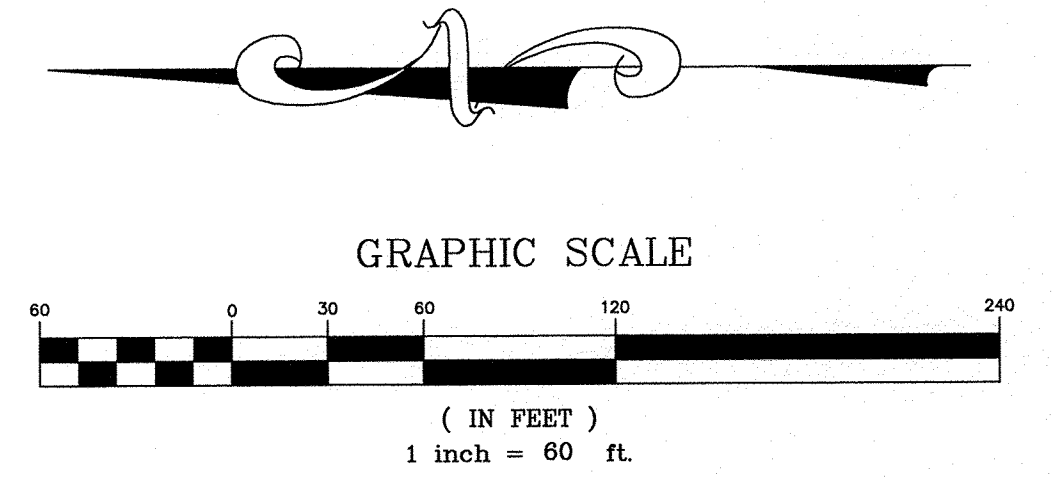
LINE TABLE		
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L2	N 59°00'19" W	20.71'
L3	N 87°08'44" E	3.45'
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L5	N 42°34'39" E	50.02'
L6	S 73°26'34" E	26.19'
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L15	N 87°36'01" E	100.00'
L16	N 87°36'01" E	100.00'
L17	S 59°00'19" E	19.60'
L18	N 55°50'29" E	26.29'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	58°19'22"	825.79'	840.59'	N 37°40'41" E - 804.77'
C2	22°58'29"	1030.79'	413.33'	N 60°10'38" W - 410.57'
C3	1°37'30"	1379.00'	39.11'	N 23°20'16" W - 39.11'
C4	122°29'50"	1512.00'	329.80'	S 28°59'09" E - 329.14'
C5	28°57'23"	2750.00'	1389.80'	N 72°50'56" E - 1375.06'
C6	0°23'22"	2024.25'	13.76'	N 55°53'01" E - 13.76'

WILLIAM PERKINS SURVEY
ABSTRACT NO. 621

TRACT 1
65.6190 ACRES
(2,858,363 SQ. FT.)

A-K TEXAS VENTURE CAPITAL, L.C.
(H.C.C.F. NO. P577137)
(H.C.C.F. NO. 20150073274)
(H.C.C.F. NO. 20150446291)
(H.C.C.F. NO. 20150424692)
(H.C.C.F. NO. 20150446503)
(H.C.C.F. NO. 20150446572)



CANYON GATE @ NORTHPOINT,
SECTION FIVE
(FILM CODE NO. 411029; H.C.M.R.)

MATCHLINE "A"

SHEET 3 OF 4

LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 88°01'15" E	57.53'	L10	N 01°54'19" W	100.00'
L2	N 90°00'19" W	20.71'	L11	N 87°36'01" E	50.00'
L3	N 87°08'44" E	3.45'	L12	N 01°54'19" W	100.00'
L4	N 02°28'32" W	66.98'	L13	S 01°54'19" E	100.00'
L5	N 42°34'59" E	50.02'	L14	S 01°54'19" E	100.00'
L6	S 73°02'49" E	26.19'	L15	N 87°36'01" E	50.00'
L7	N 88°01'15" E	57.53'	L16	N 87°36'01" E	100.00'
L8	S 08°39'54" W	53.94'	L17	S 90°00'19" E	19.60'
L9	N 87°36'01" E	100.00'	L18	N 55°50'29" E	26.29'

GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

May 10, 2016

Tract 1

65.6190 acres of land in the William Perkins Survey, Abstract No. 621, the T. A. Duclos Survey, Abstract No. 1473, and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas

A FIELD NOTE DESCRIPTION of 65.6190 acres (2,858,363 square feet) of land in the Williams Perkins, Survey, Abstract No. 621, in the T. A. Duclos Survey, Abstract No. 1473, and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas; said 65.6190 acre tract of land being several tracts of land conveyed to A-K Venture Capital, L.C., as recorded in Harris County Clerk's File Nos. P577137, 20150073274, 20150446291, 20150424692, 20150446503, 20150446572 and 20150085560; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE at a 5/8-inch iron rod found at the intersection of the south right-of-way line of Boudreaux Estates Drive (previously called Boudreaux Road, 60 feet wide) with the east right-of-way line of Rocky Road (previously called Boudreaux Road, 60 feet wide) for the northwest corner of a 14.8700 acre tract of land conveyed to Greater Life Church, as recorded in Harris County Clerk's File No. P747894;

THENCE, South 02° 42' 23" East with the east right-of-way line of said Rocky Road, at a distance of 508.47 pass a point at the intersection of the east right-of-way line of said Rocky Road with the north right-of-way line of State Highway 99 (Grand Parkway, right-of-way width varies), as recorded in Harris County Clerk's File No. 20130635661 and continuing for a total distance of 1,125.13 feet to a TXDOT monument disk found at the intersection of the east right-of-way line of said Rocky Road with the south right-of-way line of said State Highway 99 for a northwest corner and the POINT OF BEGINNING of this tract;

THENCE, North 87° 08' 44" East - 3.45 feet with a south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an interior corner of this tract;

THENCE, North 02° 28' 32" West - 66.98 feet with an east right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 42° 34' 59" East - 50.02 feet with the southeast right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 88° 01' 15" East - 1,169.62 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, South 73° 26' 35" East - 26.19 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 88° 01' 15" East - 30.30 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for the beginning of a non-tangent curve to the right;

THENCE, in a southeasterly direction with the south right-of-way line of said State Highway 99 and with said non-tangent curve to the right having a radius of 1,030.79 feet, a central angle of 22° 58' 29", a length of 413.33 feet and a chord bearing South 60° 10' 38" East – 410.57 feet to a 5/8-inch iron rod found in the southwest right-of-way line of State Highway 249 (width varies) for the northeast corner of this tract;

THENCE, in a southeasterly direction with the southwest right-of-way line of said State Highway 249 and with a non-tangent curve to the right having a radius of 1,379.00 feet, a central angle of 01° 37' 30", a length of 39.11 feet and a chord bearing South 23° 20' 16" East – 39.11 feet to a 5/8-inch iron rod with cap stamped "T.E.A.M." found for the end of said curve;

THENCE, South 22° 44' 12" East – 154.41 feet with the southwest right-of-way line of said State Highway 249 to a TXDOT monument disk found for a point-of-curvature;

THENCE, in a southeasterly direction with the southwest right-of-way line of said State Highway 249 and with a curve to the left having a radius of 1,512.00 feet, a central angle of 12° 29' 50", a length of 329.80 feet and a chord bearing South 28° 59' 08" East – 329.14 feet to a TXDOT monument disk found for the end of said curve;

THENCE, South 35° 12' 22" East – 395.67 feet with the southwest right-of-way line of said State Highway 249 to a TXDOT monument disk found at the northeast end of a cutback at the intersection of the southwest right-of-way line of said State Highway 249 with the northwest right-of-way line of Boudreaux Road (100 feet wide), as recorded in Harris County Clerk's File No. D900150 for a southeast corner of this tract;

THENCE, South 08° 39' 54" West – 53.94 feet with said cutback to a TXDOT monument disk found at the southwest end of said cutback for a southeast corner of this tract;

THENCE, South 58° 19' 09" West – 791.84 feet with the northwest right-of-way line of said Boudreaux Road to a 5/8-inch iron rod found for the beginning of a non-tangent curve to the right;

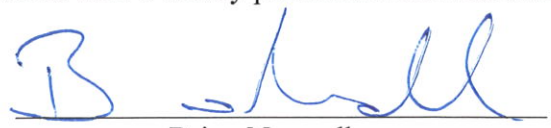
THENCE, in a westerly direction with the north right-of-way line of said Boudreaux Road and with said non-tangent curve to the right having a radius of 2,750.00 feet, a central angle of 28° 57' 23", a length of 1,389.80 feet and a chord bearing South 72° 50' 56" West – 1,375.06 feet to a 5/8-inch iron rod found at the intersection of the north right-of-way line of said Boudreaux Road with the east right-of-way line of said Rocky Road for the southwest corner of this tract;

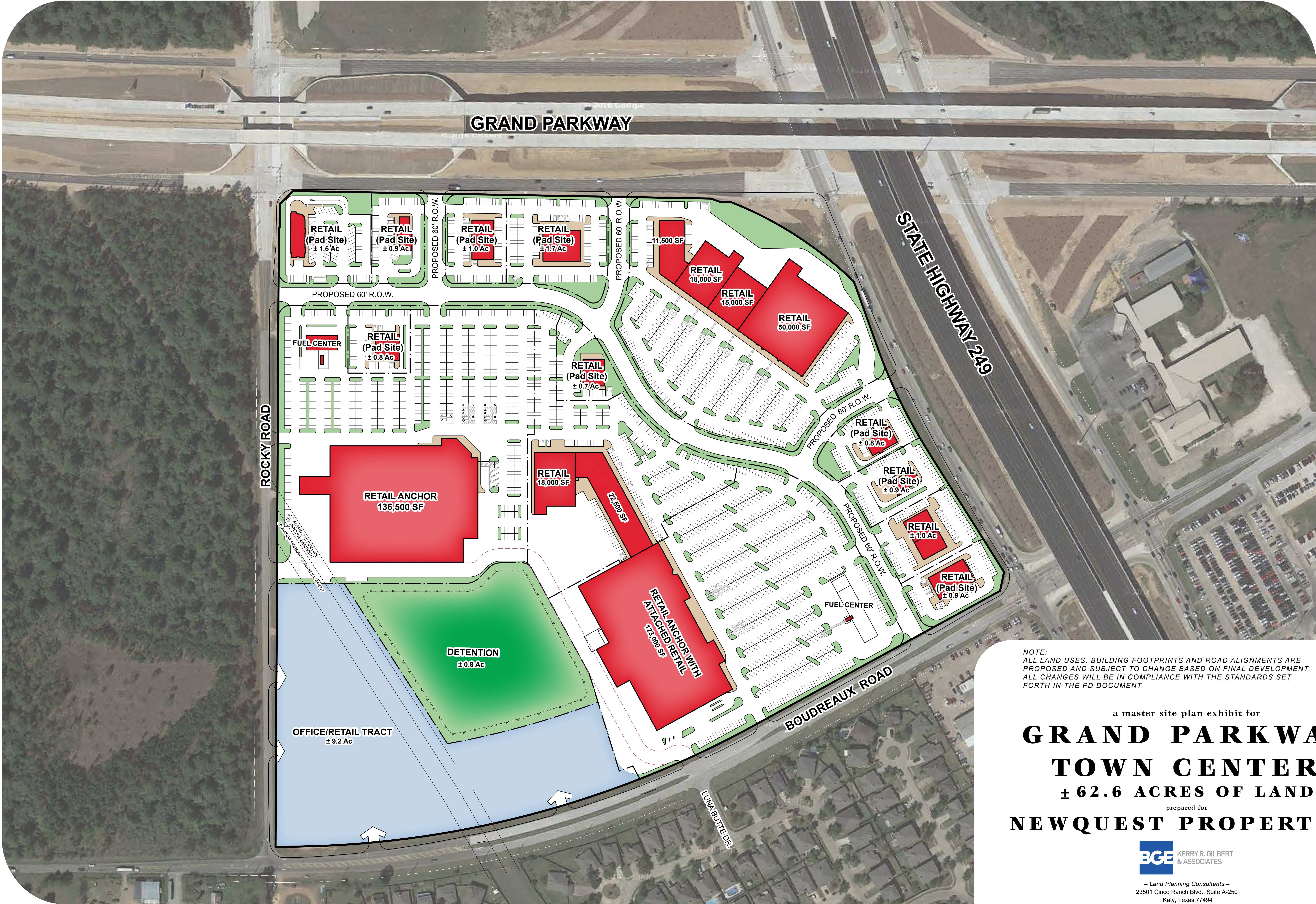
THENCE, North 02° 42' 23" West – 1,732.43 feet with the east right-of-way line of said Rocky Road to the POINT OF BEGINNING and containing 65.6190 acres (2,858,363 square feet) of land.

Note: This metes-and-bounds description was written in conjunction with a survey performed on even date.

COMPILED BY:
TEXAS ENGINEERING AND MAPPING
Civil Engineers - Land Surveyors
Stafford, Texas
Firm Registration No. 10119000
Job No. 356-181
356-181_South_Tract_R1.doc




Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776



NOTE:
ALL LAND USES, BUILDING FOOTPRINTS AND ROAD ALIGNMENTS ARE
PROPOSED AND SUBJECT TO CHANGE BASED ON FINAL DEVELOPMENT.
ALL CHANGES WILL BE IN COMPLIANCE WITH THE STANDARDS SET
FORTH IN THE PD DOCUMENT.

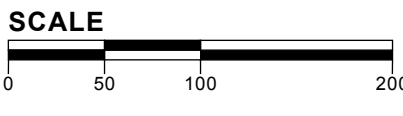
a master site plan exhibit for
**GRAND PARKWAY
TOWN CENTER**
± 62.6 ACRES OF LAND
prepared for
NEWQUEST PROPERTIES



— Land Planning Consultants —
23501 Cinco Ranch Blvd., Suite A-250
Katy, Texas 77494
Tel: 281-579-0340

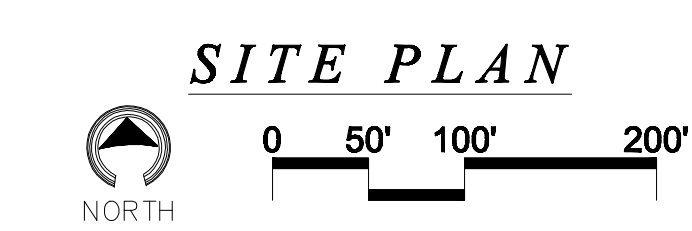
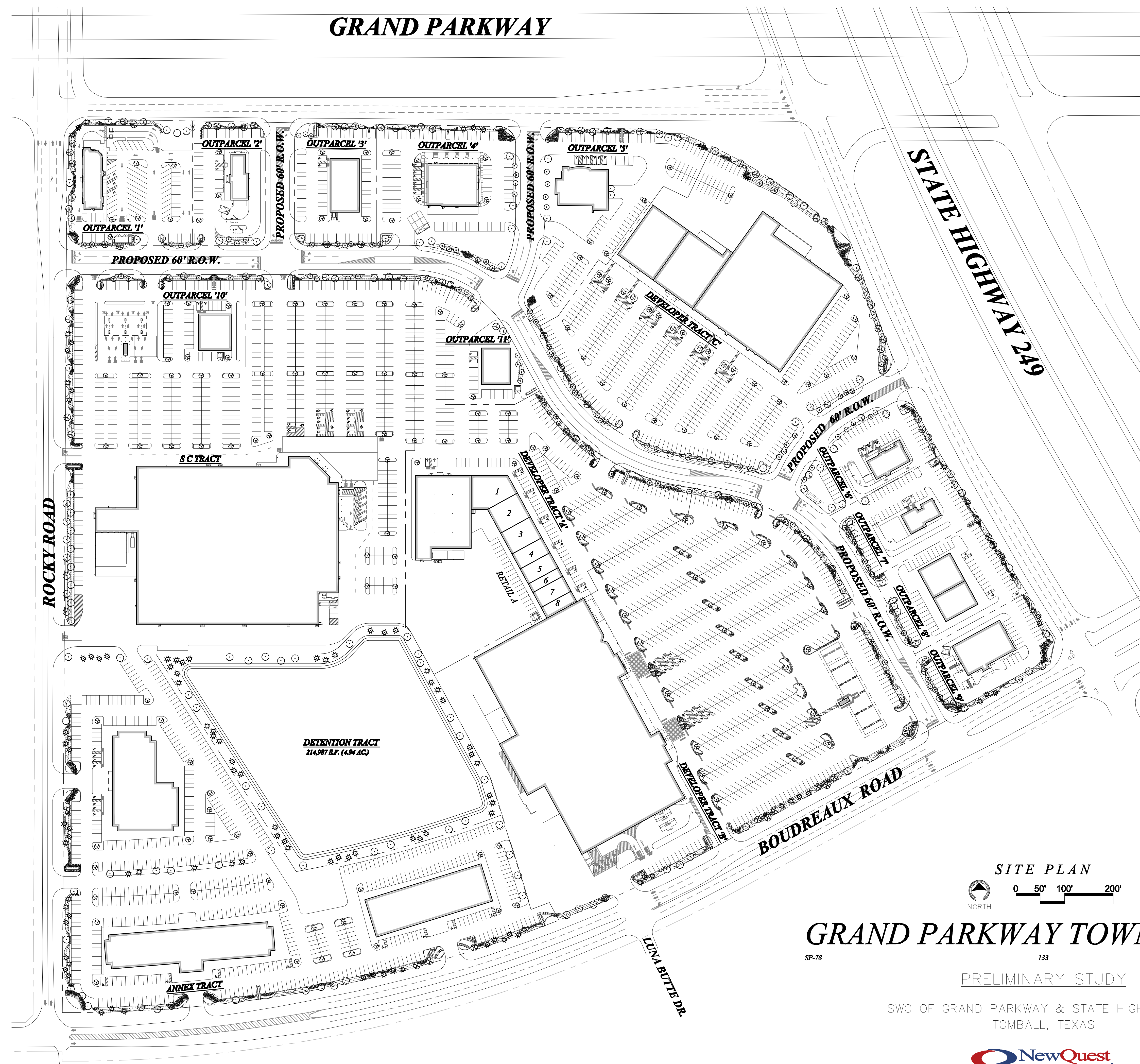
7000 North Mopac, Suite 330 Austin, TX 78731 Tel: 512-583-4511
2595 Dallas Parkway, Suite 204 Frisco, TX 75034 Tel: 972-464-5631

MAY 26, 2016
KGA # I-456



THIS DRAWING IS A PICTORIAL REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS SUBJECT TO CHANGE. FURTHER, SAID DRAWING IS A SCANNED IMAGE ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. THIS DRAWING MAY OR MAY NOT INCORPORATE INFORMATION AND/OR DATA PROVIDED TO BGE | KERRY R. GILBERT & ASSOCIATES BY OTHER CONSULTANTS RELATIVE TO ENGINEERING AND DRAINAGE, FLOODPLAINS AND ENVIRONMENTAL ISSUES AND SHOULD NOT BE RELIED UPON FOR ANY PURPOSE. NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE ACTUAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

EXHIBIT
D



GRAND PARKWAY TOWN CENTER

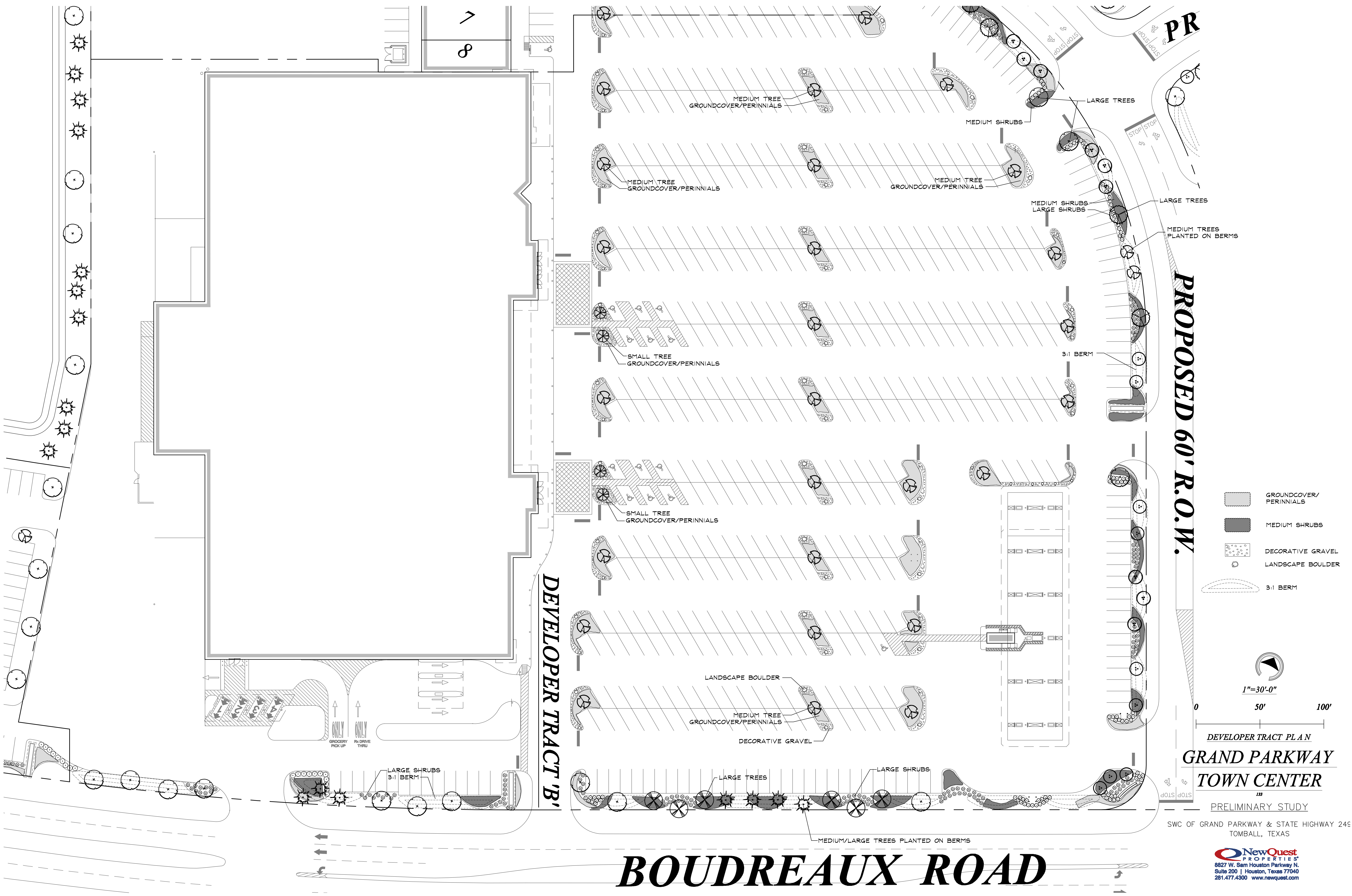
SP-78 133 05.16.16

PRELIMINARY STUDY

SWC OF GRAND PARKWAY & STATE HIGHWAY 249
TOMBALL, TEXAS

NewQuest
PROPERTIES
8827 W. Sam Houston Parkway N.
Suite 200 | Houston, Texas 77040
281.477.4300 www.newquest.com

EXHIBIT F

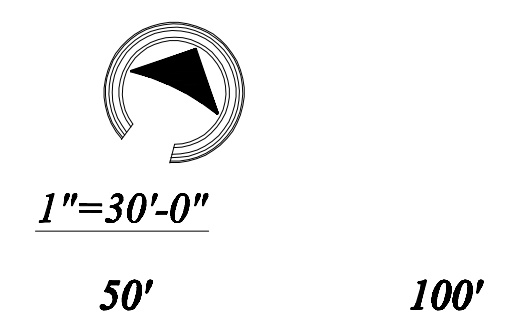


PROPOSED 60' R.O.W.

DEVELOPER TRACT 'B'

BOUDREAUX ROAD

- GROUND COVER/PERENNIALS
- MEDIUM SHRUBS
- DECORATIVE GRAVEL
- LANDSCAPE BOULDER
- 3:1 BERM



DEVELOPER TRACT PLAN
GRAND PARKWAY
TOWN CENTER

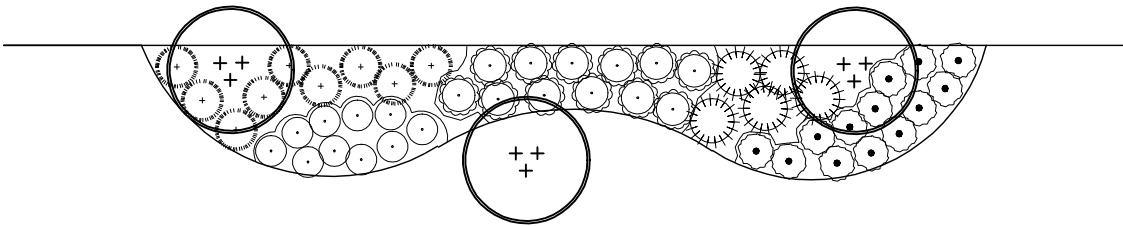
PRELIMINARY STUDY

SWC OF GRAND PARKWAY & STATE HIGHWAY 249
TOMBALL, TEXAS

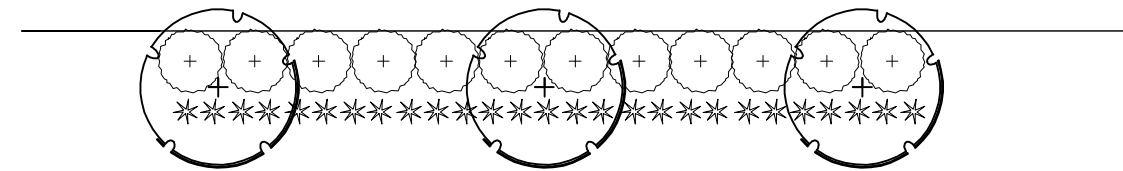
NewQuest
PROPERTIES
8827 W. Sam Houston Parkway N.
Suite 200 | Houston, Texas 77040
281.477.4300 www.newquest.com

PREFERRED PLANTINGS:

- 1. BEDS SHOULD HAVE A NATURAL, CURVILINEAR EDGE WITH MASS GROUPINGS OF PLANT MATERIAL
- 2. TREES SHOULD BE PLANTED IN A NATURAL, OFF-CENTER LAYOUT, LEAVING VISIBILITY TO SIGNAGE
- 3. A MAJORITY OF TREES SHOULD BE EVERGREEN
- 3. SHRUB PLANTINGS SHOULD BE A NICE MIX OF EVERGREEN, ORNAMENTAL GRASSES, AND GROUNDCOVER



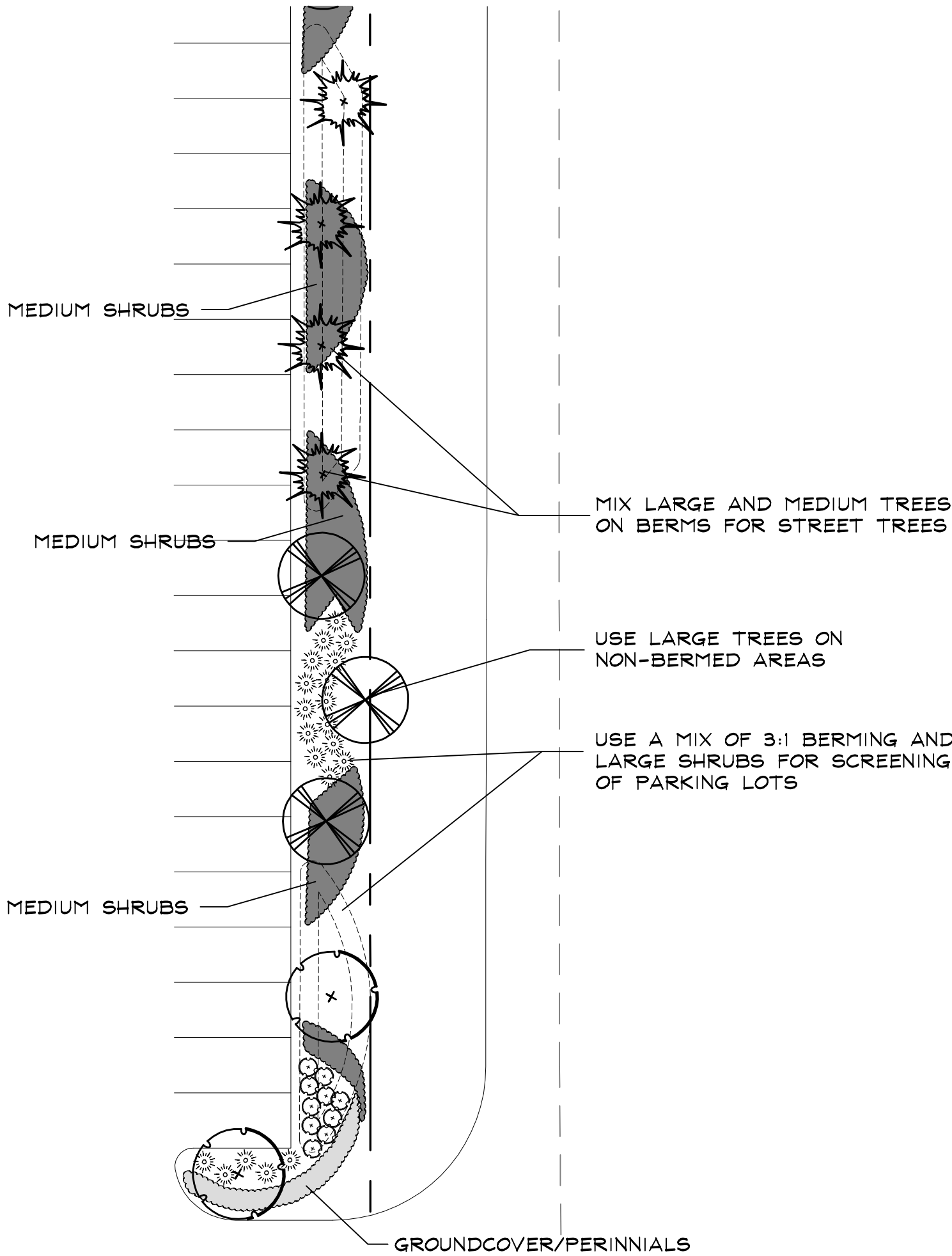
- 1. AVOID LONG LINEAR BEDS AND PLANTINGS
- 2. AVOID EVENLY SPACED AND PLANTED TREES.



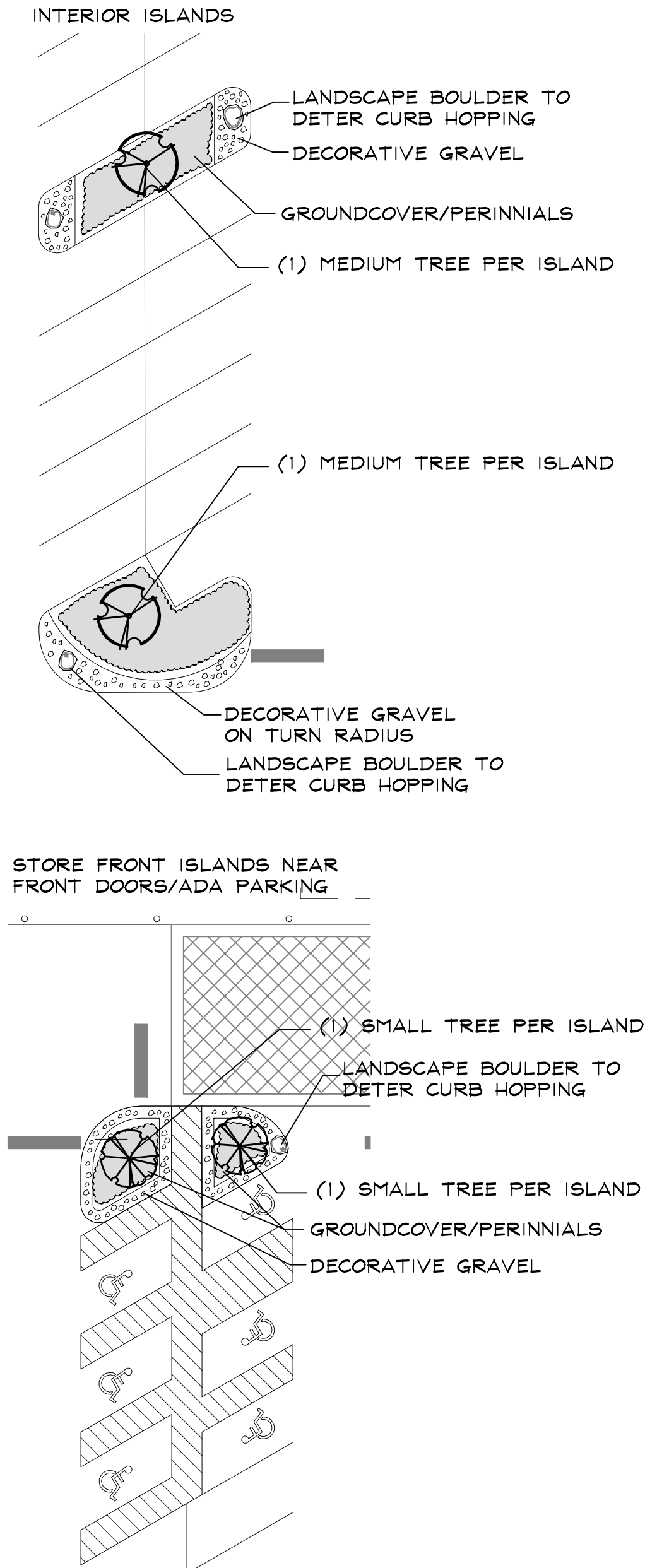
- 1. IT IS THE LANDSCAPE DESIGNER'S RESPONSIBILITY TO VERIFY ALL QUANTITIES MEET LANDSCAPE REQUIREMENTS FOR PERMITTING

- 2. TRACT PLANTINGS SHALL USE MATERIAL FROM GRAND PARKWAY TOWN CENTER PLANT LIST

STREET FRONTAGE:



PARKING LOTS:



PLANT LIST - GRAND PARKWAY TOWN CENTER

	COMMON NAME	SCIENTIFIC NAME	SIZE	REMARKS
LARGE TREES	LOBLOLLY PINE	Pinus taeda	65 gal	3" CAL. 12-14'HT; 7-8'SPRD; SPECIMEN
	MONTERREY OAK	Quercus polymorpha	65 gal	3" CAL. 12-14'HT; 7-8'SPRD; SPECIMEN
	LIVE OAK	Quercus virginiana	65 gal	3" CAL. 12-14'HT; 7-8'SPRD; SPECIMEN
	CEDAR ELM	Ulmus crassifolia	65 gal	3" CAL. 12-14'HT; 7-8'SPRD; SPECIMEN
MED. TREES	EAGLESTON HOLLY	Ilex x attenuata 'Eagleston'	65 gal	2.5" CAL. 8-10'HT; 5-7'SPRD; SPECIMEN
	EAST PALATKA HOLLY	Ilex x attenuata 'East Palatka'	65 gal	2.5" CAL. 8-10'HT; 5-7'SPRD; SPECIMEN
	SAVANNAH HOLLY	Ilex x attenuata 'Savannah'	65 gal	2.5" CAL. 8-10'HT; 5-7'SPRD; SPECIMEN
	YAUPON TREE	Ilex vomitoria	65 gal	8-10'ht; 5-6'sprnd; MULTI-TRUNK; 3 CANE MIN. TREEFORM
	GRAPEMYRTLE 'NATCHEZ'	Lagerstroemia x 'Natchez'	65 gal	12-14'ht; 6-8'sprnd MULTI-TRUNK; 3 CANE MIN.
SMALL TREES	WAX MYRTLE	Myrica cerifera	65 gal	8-10'ht; 5-6'sprnd; MULTI-TRUNK; 3 CANE MIN. TREEFORM
	TEXAS MOUNTAIN LAUREL	Sophora secundiflora	65 gal	2" CAL. 8'-10'ht; 5'-6'sprnd; SPECIMEN
	VITEX TREE	Vitex agnus-castus	65 gal	8'-10'ht; 5-6'sprnd; MULTI-TRUNK; 3 CANE MIN.
LARGE SHRUBS	LITTLE RICHARD ABELIA	Abelia x grandiflora 'Little Richard'	3 gal	18" ht.; 18"sprnd. Full, rooted.
	TEXAS SAGE GREENCLOUD	Leucophyllum frutescens 'Greencloud'	3 gal	24" ht.; 15"sprnd. Full, rooted.
	TEXAS SAGE SILVERADO	Leucophyllum frutescens 'Silverado'	3 gal	24" ht.; 15"sprnd. Full, rooted.
	MAIDEN GRASS	Miscanthus sinensis 'Gracillimus'	3 gal	24" ht.; 24"sprnd. Full, rooted.
	MORNING LIGHT GRASS	Miscanthus sinensis 'Morning Light'	3 gal	24" ht.; 24"sprnd. Full, rooted.
	GULF MUHLY GRASS	Muhlenbergia capillaris	3 gal	24" ht.; 24"sprnd. Full, rooted.
	LINDHEIMER'S MUHLY	Muhlenbergia lindheimeri	3 gal	24" ht.; 24"sprnd. Full, rooted.
	DWARF WAX MYRTLE	Myrica cerifera 'Pumila'	3 gal	24" ht.; 18"sprnd. Full, rooted.
	YELLOW SUN YUCCA	Hesperaloe parviflora 'Yellow Sun'	3 gal	15" ht.; 15"sprnd. Full, rooted.
	CARISSA HOLLY	Ilex cornuta 'Carissa'	3 gal	15" ht.; 15"sprnd. Full, rooted.
MED. SHRUBS	DWARF YAUPON HOLLY	Ilex vomitoria 'Nana'	3 gal	15" ht.; 15"sprnd. Full, rooted.
	PROSTRATE JUNIPER	Juniperus Horizontalis 'Prostrata'	3gal	8" ht.; 15"sprnd. Full, rooted.
	PARSON'S JUNIPER	Juniperus chinensis 'Parsonii'	3gal	8" ht.; 15"sprnd. Full, rooted.
	ADAGIO GRASS	Miscanthus sinensis 'Adagio'	3 gal	18" ht.; 18"sprnd. Full, rooted.
	LITTLE KITTEN GRASS	Miscanthus sinensis 'Little Kitten'	3 gal	18" ht.; 18"sprnd. Full, rooted.
	YAKU JIMA GRASS	Miscanthus sinensis 'Yaku Jima'	3 gal	18" ht.; 18"sprnd. Full, rooted.
	MEXICAN FEATHER GRASS	Nassella tenuissima	3 gal	15" ht.; 15"sprnd. Full, rooted.
	CASSIAN GRASS	Pennisetum alopecuroides 'Cassian'	3 gal	20" ht.; 18"sprnd. Full, rooted.
	HAMELN GRASS	Pennisetum alopecuroides 'Hameln'	3 gal	20" ht.; 18"sprnd. Full, rooted.
	MEXICAN BUSH SAGE	Salvia leucantha	3 gal	15" ht.; 15"sprnd. Full, rooted.
GROUNDCOVER /PERENNIAL	COREOPSIS varieties	Coreopsis sp.	1 gal	12" ht.; 12"sprnd. Full, rooted.
	BICOLOR IRIS	Dietes bicolor	1 gal	12" ht.; 12"sprnd. Full, rooted. YELLOW FLOWERING
	LEMON CREAM LANTANA	Lantana camara 'Little Lemon Cream'	1 gal	8" ht.; 8"sprnd. Full, rooted.
	NEW GOLD LANTANA	Lantana camara 'New Gold'	1 gal	8" ht.; 8"sprnd. Full, rooted.
	TRAILING PURPLE LANTANA	Lantana montevidensis 'Purple'	1 gal	6" ht.; 12"sprnd. Full, rooted.
	GOLDSTRUM DAISY	Rudbeckia fulgida 'Goldstrum'	1 gal	12" ht.; 12"sprnd. Full, rooted.
	DAISY	Rudbeckia sp.	1 gal	12" ht.; 12"sprnd. Full, rooted.
	MEALY BLUE SAGE	Salvia farinacea	1 gal	12" ht.; 12"sprnd. Full, rooted.
	VICTORIA BLUE SAGE	Salvia farinacea 'Victoria'	1 gal	12" ht.; 12"sprnd. Full, rooted.
	MOONLIGHT AUTUMN SAGE	Salvia greggii 'Moonlight'	1 gal	12" ht.; 12"sprnd. Full, rooted.
	PURPLE SALVIA	Salvia greggii 'Purple'	1 gal	12" ht.; 12"sprnd. Full, rooted.
	RASPBERRY SALVIA	Salvia greggii 'Raspberry Delight'	1 gal	12" ht.; 12"sprnd. Full, rooted.
	MAY NIGHT SAGE	Salvia X 'May Night'	1 gal	12" ht.; 12"sprnd. Full, rooted.
	VERBENA	Verbena 'Homestead Purple'	1 gal	12" ht.; 12"sprnd. Full, rooted.
	DAYLILY 'HAPPY RETURNS'	Hemerocallis 'Happy Returns'	1 gal	12" ht.; 12"sprnd. Full, rooted. 12" OC
	LIRIOPE 'EMERALD GODDESS'	Liriope muscari 'Love Potion'	1 gal	12" ht.; 12"sprnd. Full, rooted. 12" OC
	ASIAN JASMINE	Trachelospermum asiaticum	4" pot	4" ht.; 8"sprnd. Full, rooted.
	***OTHER PLANT MATERIAL MAY BE USED BY APPROVAL ONLY			

OTHER LANDSCAPE MATERIAL:

- 1. LANDSCAPE ROCK SHALL BE MOSS ROCK
- 2. STANDARD BULLROCK SHALL BE 3"-5" AGGREGATE IN SIZE OR EQUAL.
- 3. FLAGSTONE SHALL BE OKLAHOMA BROWN OR SIMILAR.
- 4. BORDER ROCK SHALL BE OKALHOMA BROWN CHOP OR MATCH OTHER STONE ON PROPERTY

GRAND PARKWAY TOWN CENTER

PRELIMINARY STUDY

SWC OF GRAND PARKWAY & STATE HIGHWAY 249
TOMBALL, TEXAS

NewQuest PROPERTIES
8827 W. Sam Houston Parkway N.
Suite 200 | Houston, Texas 77040
281.477.4300 www.newquest.com

Planned Development District (PDD)

I. INTRODUCTION

This planned unit development application was prepared on behalf of NewQuest Properties pursuant to the City of Tomball ordinances related to Planned Development District (PDD). The purpose of this Grand Parkway Town Center PDD document is to encourage flexibility in the use and development of the land in order to promote the most appropriate design. These requirements will help to facilitate the development of a commercial project that will service the surrounding communities. Through a combination of high quality architectural standards, attractive landscaping and careful attention to detail the project will create a strong presence in the community.

The development and operation of the property described herein shall be governed solely by the terms of this PDD for purposes of Chapter 50 of the City of Tomball Code of Ordinances. In the event of any conflicts between the terms and provisions of this PDD and the terms and provisions of the City of Tomball Code of Ordinances, present or future, the terms and provisions of the PDD shall supersede and control. No provision of Chapter 50 of the City of Tomball Code of Ordinances, as such may be amended from time to time, shall prevent the development or operation of the property so long as the terms and provisions of the PDD are satisfied. To the extent this document does not address subject matter governed by Sec. 50-77 of the City of Tomball Code of Ordinances, the provisions of Sec. 50-77 in effect as of the date of this document shall apply to the project.

II. EXISTING CONDITIONS

A. Physical Opportunities and Constraints

Located at the southwest corner of the intersection of State Highway 249 and Grand Parkway, the project is composed of 65.6190 acres. It is just north of Boudreaux Road and the Northpointe subdivision and east of Rocky Road. Refer to Exhibit A - Area Location Map, Tract 1 on Exhibit B - Project Survey, and Exhibit C - Legal Description.

Located along the southwestern corner of the site are a thirty five (35) foot wide pipeline easement and a fifty (50) foot wide pipeline easement that extend diagonally from Rocky Road to Boudreaux Road. The site is currently undeveloped and in a rough graded condition. Please refer to Exhibit B, Project Survey for all existing conditions.

B. Surrounding Land Use

The mix of land uses that surround the project range from single family residential to commercial uses. Immediately west and north of the project is undeveloped land. To the east, across S.H. 249, is Graceview Baptist Church. Southeast is a variety of commercial uses including an automobile dealership as well as an auto repair facility south of the site is Northpointe, a single family development. More rural residential development is located to the southwest of the site. The surrounding land uses can be seen on Exhibit A, Area Location Map, located in the exhibits section of this document.

III. PROJECT DESCRIPTION

A. Compliance with Comprehensive Plan

The City of Tomball's Comprehensive Plan does not designate a specific land use for this parcel. However, the proposed commercial development is consistent with existing development along S.H. 249 as well as along Grand Parkway.

B. Plan Description

The Concept Plan is proposing various retail and commercial uses, including multiple large anchor tenants, a large grocery store with attached retail and a fuel center, various pad sites for banks and restaurants, a pharmacy and similar single tenant development. The southwest portion of the site is proposed as various commercial uses. A large detention pond will be located toward the center of the site to provide the necessary detention within the development. The Concept Plan for the Grand Parkway Town Center PDD is included as Exhibit D in the exhibit section of this

document. With potential shift in the market conditions of the area, changes may be made to the Concept Plan per Article III, Section E (12) below.

Access to the site may be taken from the frontage roads for the Grand Parkway and/or from S.H. 249. Local traffic will be able to access the site from Rocky Road and Boudreux Road. Adequate internal circulation will be provided within the site to ensure appropriate access and internal connectivity between uses. This includes an internal 60' right of way connecting to Rocky Road and Boudreux Road in the locations depicted on the Concept Plan. The proposed pad sites will primarily be situated immediately adjacent to Grand Parkway and S.H. 249 while the large anchor tenants will be both internal to the site and at the intersection of the major thoroughfares.

The project will be developed with a consistent signage and landscaping plan that will create cohesiveness amongst the various users as well as help to unify the project and create an aesthetically pleasing destination for residents and visitors to the area.

C. General Project Character

1. **Buildings:** All buildings within the project shall be constructed of typical materials used on similar projects in the area. The materials and colors of each building shall be complementary to the surrounding project. No further restrictions shall apply to the size, location or materials of the buildings within the project.
2. **Access & Mobility:** The project will take primary access from Grand Parkway and S.H. 249 and secondary access from Rocky Road and Boudreaux Road.
3. **Parks Dedication:** No designated park land or fee in lieu thereof or open space dedication is required within the project.

D. Zoning

1. **Current and Surrounding Zoning:** The property and all surrounding property are currently outside the city limits of the City of Tomball and are therefore are not within any zoning district.
2. **Platting:** The City of Tomball hereby acknowledges that a preliminary plat has been submitted for the project meeting the requirements of Section 50-37 of the Tomball Zoning Ordinance.
3. **Land Uses:** All uses designated as permitted or permitted subject to a conditional use permit (CUP) in a Commercial District (C) as of the date of this PDD shall be allowed by right. For the avoidance of doubt, the current City of Tomball Commercial District ordinance and Use Regulations chart are attached hereto as Exhibit E.

E. Project Development Regulations

With some exceptions contained herein, the project will conform to the development regulations for the Commercial Zoning District as described in Section 50-77 of the Tomball Zoning Ordinance. Any items not specifically addressed below shall revert to the regulations set forth in the Tomball Zoning Ordinance in place at the time the PDD is approved. The below regulations shall apply to all development within the project:

1. **Building Height:** The maximum building height for any building within the PDD shall be one hundred twenty (120) feet. All accessory buildings (as defined in the zoning ordinance) shall be limited to one (1) story in height.
2. **Minimum Building Setbacks:** The below setback shall be adhered to on all development within the PDD

- a. Front Setback (arterial) – Minimum twenty-five (25) feet from front property line (including front property line adjacent to an arterial street).
 - b. Interior Front Setback – Minimum of ten (10) feet from any public right-of-way located within the interior of the project.
 - c. Interior Side Setbacks - When retail or commercial uses are platted adjacent to other retail or commercial uses and integrated into an overall shopping center site, no side yard setback is required.
 - d. Rear Setback - Minimum ten (10) feet from front property line.
 - e. Side Setbacks - Minimum ten (10) feet from the property line.
3. Maximum Lot Coverage:
 - a. Commercial Uses - Maximum lot coverage is 70 percent including main and accessory buildings; maximum 90 percent impervious coverage (including all buildings, parking areas, sidewalks, etc.)
4. Maximum floor area: There is no maximum floor area ratio.
5. Screening, Buffering and Fencing Requirements: All standards listed in Section 50-115 of the Zoning Ordinance must apply with the below exception
 - a. A six (6) foot high tubular steel fence may be permitted at the perimeter of the property if no solid screening wall is required.
 - b. All required screening will be opaque except in the case of garden centers that are attached as an accessory use to the primary retail center. In lieu of opaque screening, garden centers will be required to provide a permanent enclosure but no opacity regulations are required.
6. Supplemental Regulations:
 - a. Temporary Seasonal Sale – With the exception of the regulations listed below, Section 50-116(2)(b) shall be adhered to.
 - i. Temporary seasonal sales may occupy the parking spaces that are required by this chapter for the primary uses of the property for seasonal sales on a temporary basis only, which is a maximum of 30 days per display of seasonal materials and a maximum of seven displays per calendar year, provided parking is adequate and not overloading the streets or adjacent properties
 - ii. Tenants or occupants may conduct occasional sidewalk sales on the sidewalk located immediately in front of the premises such tenant or occupant is then occupying so long as the sidewalk sales do not impair ingress and egress on such sidewalks. Any anchor tenant or grocery store may conduct year round selling on the sidewalk immediately in front of the premises occupied by such anchor tenant or grocery store.
7. Landscaping: Landscaping must be installed in accordance with the landscape plan for the project (See Exhibit F - Landscape Plan). Final location of all planting may shift as final design of the individual parcels is developed, but an amendment to the landscape plan will not be required so long as the total number of trees and shrubs and the overall percentage of landscape area does not change more than ten (10) percent from the approved plan.
8. Lighting: The project will be consistent with the lighting regulations as set forth in the City of Tomball Code of Ordinances. Specific regulations are stated below:
 - a. All lighting shall be directed downward and shielded so as to prevent the direct illumination of public rights-of-way and adjacent properties and to minimize glare. Lighting shall be limited to a maximum of four footcandle along all property lines, unless adjacent to a residential district or use.
9. Façade Overlay District:
 - a. The PDD is not subject to any current or future Overlay District
10. Parking: The project will comply with the parking requirements listed below:

- a. All Retail and Grocery uses - 4 spaces per 1000 sq. ft.
 - b. Home Improvements Center – 2.5 spaces per 1000 sq. ft.
 - c. Eating Establishment – 8 space per 1000 sq. ft.
 - d. Bank/Financial Institution – 3 spaces per 1000 sq. ft.
 - e. Office - 3 spaces per 1000 sq. ft.
11. Public Street:
- a. Any public street must have a minimum sixty (60) foot right of way. Utilities may be provided within the allotted right of way, for utilities not part of the City of Tomball. No additional utility easements will be required if sufficient space is available within the right of way.
12. Changes to Concept Plan: The City Manager or designee shall approve any changes to the concept plan so long as the project continues to be consistent with other first class commercial projects in the area. Changes that do not conform with the foregoing require approval of the Planning and Zoning Commission and City Council.

F. Utilities

Utilities will be provided by Harris County Municipal Utility District No. 273 and Northpointe Water Control and Improvement District and will be coordinated with all applicable agencies.

G. Signage

The project will comply with the signage requirements listed below:

1. Definitions:
 - a. Approved Signs: The signage shown on Exhibits G-1 and G-2 attached hereto, plus any signage which is, from time to time, adopted by a National Chain located in the project.
 - b. National Chain: A retail business which operates (i) fifty (50) or more units in at least two (2) states under the same trade name, or (ii) twenty-five (25) or more units in the State of Texas under the same trade name.
2. Pylon/Monument Signage: On-premises and off-premises ground signs will be provided in a cohesive manner throughout the Commercial Tract. Please refer to Exhibit G-1 for the proposed locations of Approved Signs and Exhibit G-2 for the signage designs (collectively, the Signage Exhibits). The final locations and design of the Approved Signs may vary depending on the final layout of the Project, and shall be determined by Developer. So long as the maximum size and number of Approved Signs does not differ materially from those depicted in the Signage Exhibits, no amendment to the attached Signage Exhibits will be required, and such signs are part of the Approved Signage. No provision of Chapter 34 of the City of Tomball Code of Ordinances, as such may be amended from time to time, shall prevent the installation of the Approved Signage. All signs depicted in the Signage Exhibits shall be constructed according to the standards of the International Building Code, 2012 edition (nonresidential) (the International Building Code) and any amendments to the International Building Code adopted by the City of Tomball and in effect as of the date of this document.
3. Wall Signs: The maximum horizontal length of any tenant wall sign (including wall signs of National Chains) shall not exceed eighty percent (80%) of the width of such tenant's usable storefront. Storefront width applies to one (1) surface material. If the width of the storefront contains more than one building/façade material, the size limitation shall be determined based on the width of one (1) building/façade material, rather than the combined width of multiple building/façade materials. Except for the foregoing, wall signs shall be allowed within the Project without limitation to the number, size or location of such wall signs.
4. Construction/Advertising Signs: Signs setting forth information concerning a building or other structure under repair or construction or advertising the sale or rental of the premises are permitted so long as the building or

other structure is under repair or construction or so long as the premises is for sale or rent, and no permit shall be required to erect, construct or reconstruct such signs.

5. Temporary Signs: Temporary signs are permitted for advertising grand openings and holiday promotions so long as such temporary signs are removed within sixty (60) days of the date they are installed. Temporary signs shall otherwise be permitted for up to fourteen (14) consecutive days. No permit shall be required to erect, construct or reconstruct such signs.
6. National Chain Signs: Subject to Section G (3) above, the standard signs and logos of a National Chain (including, but not limited to, marquee signs, projecting signs, wall signs and roof signs) shall be permitted so long as such signs and logos do not utilize flashing, moving or audible lights or appurtenances.
7. CEVMS: Changeable electronic variable message signs (CEVMS) are permitted adjacent to state right-of-way so long as such CEVMSs meet the other requirements contained within Chapter 34 of the City of Tomball Code of Ordinances.
8. Signs Permits: The foregoing notwithstanding, the City of Tomball may issue permits for signage in the project, but only to ensure the requirements of this Section G have been satisfied. If the NewQuest Properties, or its affiliate, certifies to the City that any signage in the project satisfies the requirements of this Section G, the City shall issue permits for the signage within ten (10) days thereafter.

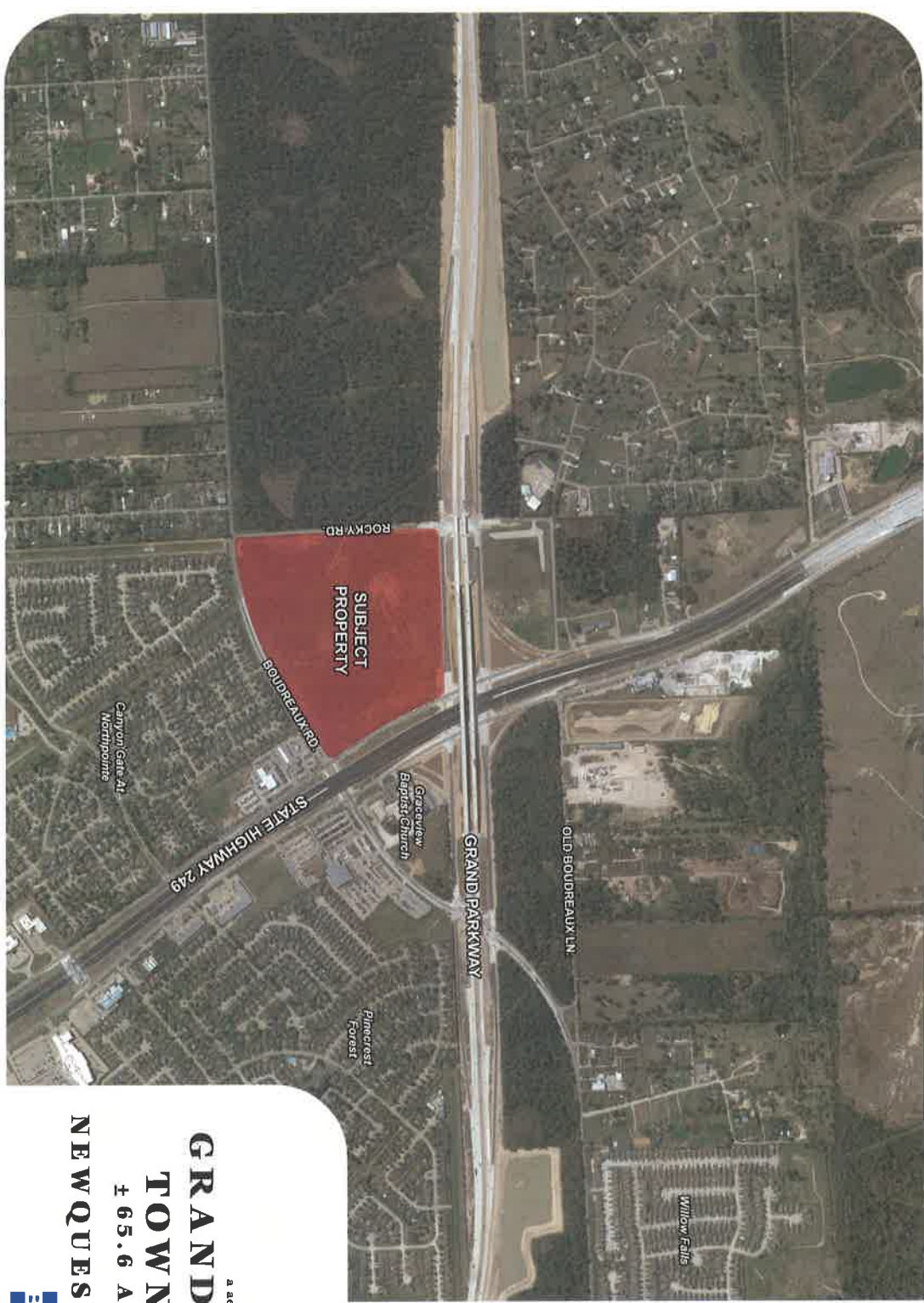
H. Development Schedule

It is anticipated that Grand Parkway Town Center PDD will be developed in multiple phases over a three (3) year period. The Concept Plan is conceptual in nature and the location and size of the buildings may change in response to market driven forces. The location and timing of the phases is dependent upon market driven forces and the City of Tomball shall approve any future changes to location of timing of the phases and/or the Concept Plan so long as the project is consistent with other first class commercial projects in the area.

I. Exhibits

- A. Area Map
- B. Survey
- C. Legal Description
- D. Master Site Plan
- E. Sec. 50-77 – Commercial District (C) & Sec. 50-82 – Use regulations (charts)
- F. Landscape Plan
- G. Signage Exhibits

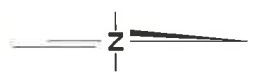
Exhibit "A"



THIS DRAWING IS A PRELIMINARY REPRESENTATION FOR INFORMATION PURPOSES ONLY AND IS SUBJECT TO CHANGE. INTENT, AND DRAWING IS A SCHEMATIC AND NOT A CONSTRUCTION DOCUMENT. THE DRAWING HAS BEEN PREPARED BY THE ENGINEER FOR THE PURPOSE OF PROVIDING A GENERAL UNDERSTANDING OF THE PROJECT AND SHOULD NOT BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED. THE ENGINEER DOES NOT WARRANT THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

OPTION A: KERRY R. GILBERT & ASSOCIATES, ALL RIGHTS RESERVED

EXHIBIT A



OPTION A

a site map exhibit for
**GRAND PARKWAY
 TOWN CENTER**
 ± 65.6 ACRES OF LAND
 prepared for
NEWQUEST PROPERTIES

BGE
 KERRY R. GILBERT
 & ASSOCIATES

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 2500 Dallas Parkway, Suite 204
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 MAY 18, 2016
 MOD # 1495

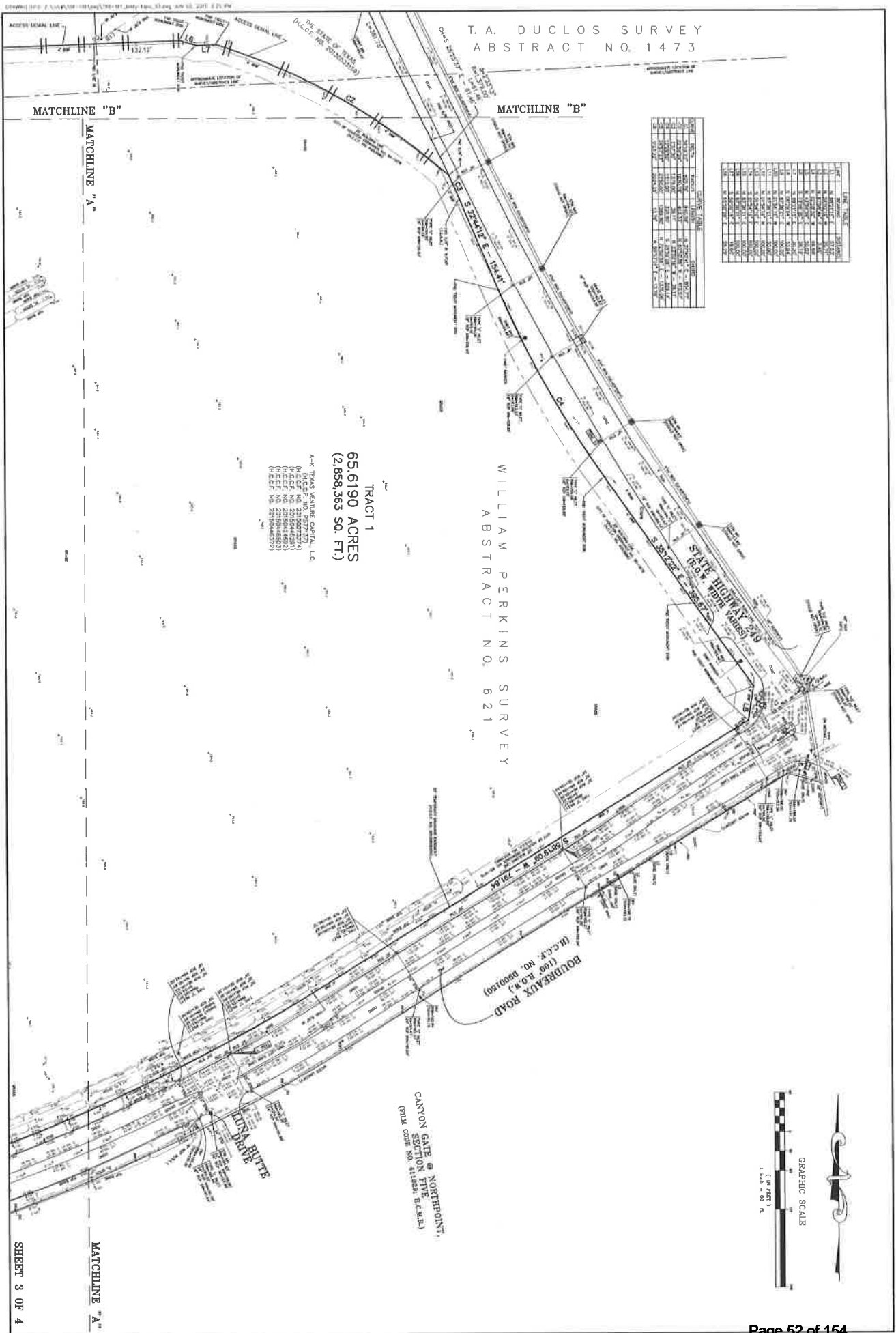
Exhibit "B"

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LIFE MODE		EST. COST
100%	90000000	1000000
95%	80000000	900000
90%	70000000	800000
85%	60000000	700000
80%	50000000	600000
75%	40000000	500000
70%	30000000	400000
65%	20000000	300000
60%	10000000	200000
55%	5000000	100000
50%	0	0

TIME	DIL. VOL.	WATERS	LUNG VOL.	CHOL.	
				mg/g	%
0	500.0 ml	85.0 g	845.50	0.7200	0.8547
1	500.0 ml	85.0 g	45.45	0.0000	0.0000
2	500.0 ml	100.0 g	39.11	0.0000	0.0000
3	175.0 ml	12.8 g	39.11	0.0000	0.0000
4	175.0 ml	12.8 g	39.11	0.0000	0.0000
5	175.0 ml	12.8 g	39.11	0.0000	0.0000
6	175.0 ml	12.8 g	39.11	0.0000	0.0000
7	175.0 ml	12.8 g	39.11	0.0000	0.0000
8	175.0 ml	12.8 g	39.11	0.0000	0.0000
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18	175.0 ml	12.8 g	39.11	0.0000	0.0000
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31	175.0 ml	12.8 g	39.11	0.0000	0.0000
32	175.0 ml	12.8 g	39.11	0.0000	0.0000
33	175.0 ml	12.8 g	39.11	0.0000	0.0000
34	175.0 ml	12.8 g	39.11	0.0000	0.0000
35	175.0 ml	12.8 g	39.11	0.0000	0.0000
36	175.0 ml	12.8 g	39.11	0.0000	0.0000
37	175.0 ml	12.8 g	39.11	0.0000	0.0000
38	175.0 ml	12.8 g	39.11	0.0000	0.0000
39	175.0 ml	12.8 g	39.11	0.0000	0.0000
40	175.0 ml	12.8 g	39.11	0.0000	0.0000
41	175.0 ml	12.8 g	39.11	0.0000	0.0000
42	175.0 ml	12.8 g	39.11	0.0000	0.0000
43	175.0 ml	12.8 g	39.11	0.0000	0.0000
44	175.0 ml	12.8 g	39.11	0.0000	0.0000
45	175.0 ml	12.8 g	39.11	0.0000	0.0000
46	175.0 ml	12.8 g	39.11	0.0000	0.0000
47	175.0 ml	12.8 g	39.11	0.0000	0.0000
48	175.0 ml	12.8 g	39.11	0.0000	0.0000
49	175.0 ml	12.8 g	39.11	0.0000	0.0000
50	175.0 ml	12.8 g	39.11	0.0000	0.0000
51	175.0 ml	12.8 g	39.11	0.0000	0.0000
52	175.0 ml	12.8 g	39.11	0.0000	0.0000
53	175.0 ml	12.8 g	39.11	0.0000	0.0000
54	175.0 ml	12.8 g	39.11	0.0000	0

[illegible][illegible][illegible]



STATE HIGHWAY 99
(GRAND PARKWAY)(WIDTH VARIES)
THE STATE OF TEXAS
(H.C.C.F. NO. 29130635651)

THE STATE OF TEXAS
CALLED 13.9334 ACRES
(H.C.C.F. NO. 1091863)
(H.C.C.F. NO. 7419332)

N 88°01'15" E - 1,189.82'

MATCHLINE "B"

MATCHLINE "B"

MATCHLINE "A"

LINE	BEARING	LENGTH	AREA	PERCENT
1	N 88°01'15" E	1,189.82	13.9334	100.00
2	S 88°01'15" W	1,189.82	13.9334	100.00
3	N 88°01'15" E	1,189.82	13.9334	100.00
4	S 88°01'15" W	1,189.82	13.9334	100.00
5	N 88°01'15" E	1,189.82	13.9334	100.00
6	S 88°01'15" W	1,189.82	13.9334	100.00
7	N 88°01'15" E	1,189.82	13.9334	100.00
8	S 88°01'15" W	1,189.82	13.9334	100.00
9	N 88°01'15" E	1,189.82	13.9334	100.00
10	S 88°01'15" W	1,189.82	13.9334	100.00

LINE	BEARING	LENGTH	AREA	PERCENT
1	N 88°01'15" E	1,189.82	13.9334	100.00
2	S 88°01'15" W	1,189.82	13.9334	100.00
3	N 88°01'15" E	1,189.82	13.9334	100.00
4	S 88°01'15" W	1,189.82	13.9334	100.00
5	N 88°01'15" E	1,189.82	13.9334	100.00
6	S 88°01'15" W	1,189.82	13.9334	100.00
7	N 88°01'15" E	1,189.82	13.9334	100.00
8	S 88°01'15" W	1,189.82	13.9334	100.00
9	N 88°01'15" E	1,189.82	13.9334	100.00
10	S 88°01'15" W	1,189.82	13.9334	100.00

TRACT 1
65.6190 ACRES
(2,858,363 SQ. FT.)

C.W. HALL SURVEY
ABSTRACT NO. 1639

WILLIAM PERKINS SURVEY
ABSTRACT NO. 621

ROCKY ROAD
(PREVIOUSLY CALLED BOUDREAU ROAD)

BOUDREAU ROAD
(H.C.C.F. NO. D000150)
(100' R.O.W.)

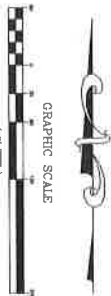


Exhibit "C"

EXHIBIT C

May 10, 2016

Tract 1

65.6190 acres of land in the William Perkins Survey, Abstract No. 621, the T. A. Duclos Survey, Abstract No. 1473, and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas

A FIELD NOTE DESCRIPTION of 65.6190 acres (2,858,363 square feet) of land in the Williams Perkins, Survey, Abstract No. 621, in the T. A. Duclos Survey, Abstract No. 1473, and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas; said 65.6190 acre tract of land being several tracts of land conveyed to A-K Venture Capital, L.C., as recorded in Harris County Clerk's File Nos. P577137, 20150073274, 20150446291, 20150424692, 20150446503, 20150446572 and 20150085560; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE at a 5/8-inch iron rod found at the intersection of the south right-of-way line of Boudreaux Estates Drive (previously called Boudreaux Road, 60 feet wide) with the east right-of-way line of Rocky Road (previously called Boudreaux Road, 60 feet wide) for the northwest corner of a 14.8700 acre tract of land conveyed to Greater Life Church, as recorded in Harris County Clerk's File No. P747894;

THENCE, South 02° 42' 23" East with the east right-of-way line of said Rocky Road, at a distance of 508.47 pass a point at the intersection of the east right-of-way line of said Rocky Road with the north right-of-way line of State Highway 99 (Grand Parkway, right-of-way width varies), as recorded in Harris County Clerk's File No. 20130635661 and continuing for a total distance of 1,125.13 feet to a TXDOT monument disk found at the intersection of the east right-of-way line of said Rocky Road with the south right-of-way line of said State Highway 99 for a northwest corner and the POINT OF BEGINNING of this tract;

THENCE, North 87° 08' 44" East - 3.45 feet with a south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an interior corner of this tract;

THENCE, North 02° 28' 32" West - 66.98 feet with an east right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 42° 34' 59" East - 50.02 feet with the southeast right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 88° 01' 15" East - 1,169.62 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, South 73° 26' 35" East - 26.19 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 88° 01' 15" East - 30.30 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for the beginning of a non-tangent curve to the right;

THENCE, in a southeasterly direction with the south right-of-way line of said State Highway 99 and with said non-tangent curve to the right having a radius of 1,030.79 feet, a central angle of 22° 58' 29", a length of 413.33 feet and a chord bearing South 60° 10' 38" East – 410.57 feet to a 5/8-inch iron rod found in the southwest right-of-way line of State Highway 249 (width varies) for the northeast corner of this tract;

THENCE, in a southeasterly direction with the southwest right-of-way line of said State Highway 249 and with a non-tangent curve to the right having a radius of 1,379.00 feet, a central angle of 01° 37' 30", a length of 39.11 feet and a chord bearing South 23° 20' 16" East – 39.11 feet to a 5/8-inch iron rod with cap stamped "T.E.A.M." found for the end of said curve;

THENCE, South 22° 44' 12" East – 154.41 feet with the southwest right-of-way line of said State Highway 249 to a TXDOT monument disk found for a point-of-curvature;

THENCE, in a southeasterly direction with the southwest right-of-way line of said State Highway 249 and with a curve to the left having a radius of 1,512.00 feet, a central angle of 12° 29' 50", a length of 329.80 feet and a chord bearing South 28° 59' 08" East – 329.14 feet to a TXDOT monument disk found for the end of said curve;

THENCE, South 35° 12' 22" East – 395.67 feet with the southwest right-of-way line of said State Highway 249 to a TXDOT monument disk found at the northeast end of a cutback at the intersection of the southwest right-of-way line of said State Highway 249 with the northwest right-of-way line of Boudreaux Road (100 feet wide), as recorded in Harris County Clerk's File No. D900150 for a southeast corner of this tract;

THENCE, South 08° 39' 54" West – 53.94 feet with said cutback to a TXDOT monument disk found at the southwest end of said cutback for a southeast corner of this tract;

THENCE, South 58° 19' 09" West – 791.84 feet with the northwest right-of-way line of said Boudreaux Road to a 5/8-inch iron rod found for the beginning of a non-tangent curve to the right;

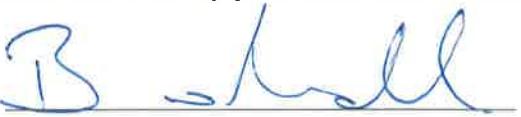
THENCE, in a westerly direction with the north right-of-way line of said Boudreaux Road and with said non-tangent curve to the right having a radius of 2,750.00 feet, a central angle of 28° 57' 23", a length of 1,389.80 feet and a chord bearing South 72° 50' 56" West – 1,375.06 feet to a 5/8-inch iron rod found at the intersection of the north right-of-way line of said Boudreaux Road with the east right-of-way line of said Rocky Road for the southwest corner of this tract;

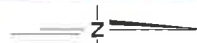
THENCE, North 02° 42' 23" West – 1,732.43 feet with the east right-of-way line of said Rocky Road to the POINT OF BEGINNING and containing 65.6190 acres (2,858,363 square feet) of land.

Note: This metes-and-bounds description was written in conjunction with a survey performed on even date.

COMPILED BY:
TEXAS ENGINEERING AND MAPPING
Civil Engineers - Land Surveyors
Stafford, Texas
Firm Registration No. 10119000
Job No. 356-181
356-181_South_Tract_R1.doc




Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776



a master site plan exhibit for

BCE
BELL CANADA
TELEPHONE COMPANY

State 204
004
007
BGE | KERRY R. GILBERT & ASSOCIATES

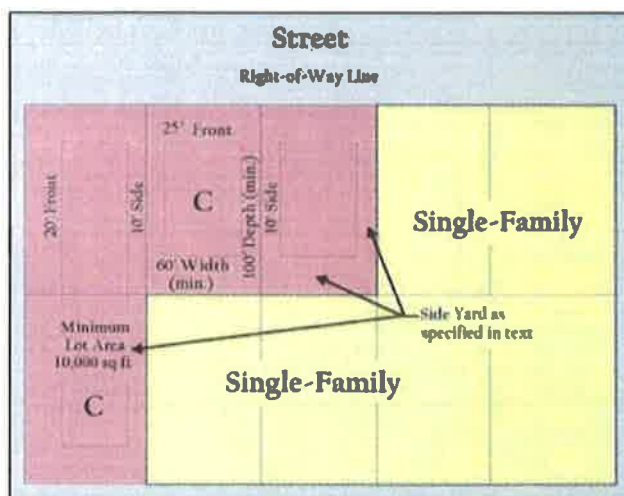
Exhibit "D"

Exhibit "E"

Sec. 50-77. - Commercial District (C).

- (a) General purpose and description. The C Commercial District is intended to provide a location for commercial and service-related establishments, such as wholesale product sales, welding/contractors shops, automotive repair services, upholstery shops, and other similar commercial uses. Some light manufacturing may also be allowed with certain conditions. The uses envisioned for the C Commercial District will typically utilize smaller sites and have operation characteristics which are generally not compatible with residential uses and some nonresidential uses. Convenient access to thoroughfares and collector streets is also a primary consideration.
- (b) Permitted uses. Those uses listed for the C district in the use charts (section 50-82) as "P" or "C" are authorized uses permitted by right or conditionally permitted uses, respectively.
- (c) Height regulations. The maximum height in the C district shall be:
 - (1) 70 feet for the main buildings; also see setback requirements related to height in subsection (d)(2)b of this section.
 - (2) One story for accessory buildings.
 - (3) Additional height may be approved by CUP.
- (d) Area regulations.
 - (1) Size of lot.
 - a. Minimum lot area: 10,000 square feet.
 - b. Minimum lot width: 60 feet.
 - c. Minimum lot depth; 100 feet.
 - (2) Size of yards.
 - a. Minimum front yard: 25 feet. Where a lot faces a designated arterial street, the front yard shall be a minimum of 35 feet.
 - b. Minimum side and rear yard: ten feet. If adjacent to a single-family, duplex (two family), patio home or single-family attached district, then side and rear setbacks (within which parking is permitted) shall be according to the height of the primary structure, as follows:

Illustration 50-77-1: Setback and height relationship for commercial structures



1. Setbacks shall be measured at a ratio of five feet in horizontal setback distance for every three feet of building height as shown in Illustration 50-75-2.
 2. Setback measurements shall be calculated by story.
 3. These measurements shall not limit any building to less than 35 feet.
- c. Interior side yards: when retail uses are platted adjacent to other retail uses and integrated into an overall shopping center site (i.e., lots/lease spaces abutting one another), no side yard is required provided it complies with the city's building code.
- d. Exceptions for certain retail shopping center outbuildings fronting State Highway 249: notwithstanding any other provision of this section to the contrary, the building line for retail outbuildings adjacent to State Highway 249 and State Highway 249 Bypass shall be ten feet if:
1. The retail outbuilding is within a shopping center development (a development comprised of retail businesses which share common parking and pedestrian areas and facilities for their clientele) which contains not less than 1¼ acres of land and which has not less than 240 feet of frontage on said State Highway 249 and State Highway 249 Bypass;
 2. The retail outbuilding contains not more than 100 square feet of floor area;
 3. The retail outbuilding is located so as not to create a hazard to vehicular or pedestrian traffic on the shopping center site, the adjacent State Highway 249 and State Highway 249 Bypass, or any other adjacent public or private street or property; limit spacing of said structures to no greater than one per 300 feet;
 4. The retail outbuilding is located not less than 50 feet from any paved portion of State Highway 249 and State Highway 249 Bypass, whether main lane or access road; and
 5. The retail outbuilding is located so as to be a minimum of 300 feet from the closest retail outbuilding along either side of State Highway 249 and State Highway 249 Bypass, measured in a straight line from the center fronts of each retail outbuilding.
- (3) Maximum lot coverage. Maximum lot coverage is 60 percent including main and accessory buildings; maximum 90 percent impervious coverage (including all buildings, parking areas, sidewalks, etc.).
- (4) Maximum floor area. Maximum floor area ratio (FAR) is 2:1.
- (5) The maximum glare produced by any industry shall be limited to four footcandles of illumination intensity beyond the industrial or commercial tract boundary throughout the light frequency spectrum beginning with ultraviolet and ending through the infrared wavelengths.

(Code 1978, § 5-9; Code 1993, § 14-9; Ord. No. 2008-01, § 31, 2-4-2008)

Sec. 50-82. - Use regulations (charts).

(a) Conformance with the use charts.

- (1) Generally. The use of land and/or buildings shall be in accordance with those listed in the following use charts. No land or building shall hereafter be used and no building or structure shall be erected, altered, or converted other than for those uses specified in the zoning district in which it is located. The legend for interpreting the permitted uses in the use charts are:

P	Designates use permitted in the zoning district indicated
(Blank)	Designates use prohibited (i.e., not allowed) in the zoning district indicated
C	Designates use may be permitted in the zoning district indicated by a CUP (also see section 50-81)
‡	The land use is defined within section 50-2

- (2) Unlisted uses. If a use is not listed (or is blank) in the use charts, it is not allowed in any zoning district (see subsection (a)(4) of this section).
- (3) Use chart organization. The land uses are listed in the use charts in alphabetical order.
- (4) Classification of new/unlisted uses. It is recognized that new types of land use will arise in the future, and forms of land use not presently anticipated may seek to locate in the city. In order to provide for such changes and contingencies, a determination as to the appropriate classification of any new or unlisted form of land use in the use charts shall be made as follows:
 - a. Initiation.
 1. A person, city department, the planning and zoning commission, or the city council may propose zoning amendments to regulate new and previously unlisted uses.
 2. A person requesting the addition of a new or unlisted use shall submit to the city manager or his designee, all information necessary for the classification of the use, including but not limited to the following:
 - (i) The nature of the use and whether the use involves dwelling activity, sales, services, or processing;
 - (ii) The type of product sold or produced under the use;
 - (iii) Whether the use has enclosed or outside storage and the amount and nature of the storage;
 - (iv) Anticipated employment typically anticipated with the use;
 - (v) Transportation requirements;
 - (vi) The nature and time of occupancy and operation of the premises;
 - (vii) The off-street parking and loading requirements;
 - (viii) The amount of noise, odor, fumes, dust, toxic materials and vibration likely to be generated;

- (ix) The requirements for public utilities such as sanitary sewer and water and any special public services that may be required; and
 - (x) Impervious surface coverage.
- b. The city manager, or his designee, shall refer the question concerning any new or unlisted use to the planning and zoning commission, requesting a recommendation as to the zoning classification into which such use should be placed. The referral of the use interpretation question shall be accompanied by the statement of facts in subsection (a)(4)a.2 of this section. An amendment to this chapter shall be required as prescribed by section 50-34.
 - c. The planning and zoning commission shall consider the nature and described performance of the proposed use and its compatibility with the uses permitted in the various districts and determine the zoning district or districts within which such use is most similar and should be permitted (by right or by CUP).
 - d. The planning and zoning commission shall transmit its findings and recommendations to the city council as to the classification proposed for any new or unlisted use. The city council shall approve or disapprove the recommendation of the planning and zoning commission or make such determination concerning the classification of such use as is determined appropriate based upon its findings. If approved, the new or unlisted use shall be amended in the use charts of subsection(b) of this section according to section 50-34.
 - e. Standards for new and unlisted uses may be interpreted by the city manager, or his designee, as those of a similar use. When a determination of the appropriate zoning district cannot be readily ascertained, the same criteria outlined in subsection (a)(b) of this section shall be followed for determination of the appropriate district. The decision of the city manager, or his designee, may be appealed according to the process outlined in subsections (a)(4)a2 through (a)(4)d of this section.

(b) Use charts.

Types of Land Uses	Residential Zoning Districts							Nonresidential Zoning Districts					OT&MU	Parking ratio (Also see section 50-112)	
	A	SF													
	G	-20-E	SF-9	SF-6		M-F	MH-P	O	G-R		C	L-I			
Agriculture															
Bulk grain and/or feed storage	P											C	C	1 space per 1,000 square feet	
Farm (ranch, garden, crops, livestock, or orchard) ‡	P	P	P	P		P	P		P	P		P	P	P	None

Feed and grain store/farm supply store ‡	C									C		P	P		C	1 space per 500 square feet
Flour and other grain mills													P			1 space per 1,000 square feet
Livestock, wholesale/auction	C															None
Livestock sales/auction	C															None
Stable, commercial	C													C		1 space per 1,000 square feet
Stables (private, principal or accessory use) ‡	P			C												None
Residential																
Accessory building/structure (business or industry) ‡										P	P		P	P	P	None
Accessory building/structure (residential) ‡	P	P	P	P		P	P								P	None
Accessory dwelling	P	P	P	C		C	C								P	None
Garage/accessory dwelling ‡	P	P	P	C		C	C								P	None
Caretaker's, guard's residence ‡	P	C					P			P	P		P	P	P	1 space per caretaker/guard
Dwelling, four-family							P								P	2 spaces per

(quadraplex) (defined under Multiple-family dwelling) ‡																	dwelling
Dwelling, HUD code-manufactured home ‡								P								C	2 spaces per dwelling
Dwelling, industrialized home ‡	P	P	P	P		P	P	P								C	2 spaces per dwelling
Dwelling, multiple-family ‡							P									P	2 spaces per dwelling
Dwelling, single-family attached ‡						P	P									P	2 spaces per dwelling
Dwelling—Single-family detached ‡	P	P	P	P		P	P									P	2 spaces per dwelling
Dwelling, two-family, duplex or duplex townhome ‡						P	P									P	2 spaces per dwelling
Dwelling, zero-lot line/patio home ‡						P	P									P	2 spaces per dwelling
Home occupation ‡	P	P	P	P		P	P			P		P	P			P	None
Residential use ‡	P	P	P	P		P	P	P	C	C		C				P	2 spaces per dwelling
Private street subdivision	P	P	P	P		P	P			C		C				P	None
Office																	
Clinic, emergency care										P		P	P			C	1 space per 150 square feet
Clinic, medical and/or									P	P		P	P			P	1 space per

dental																300 square feet
Credit agency									P	P		P	P		P	1 space per 300 square feet
Bank, savings and loan, or credit union (no motor bank services)									P	P		P	P		P	1 space per 300 square feet
Bank, savings and loan, or credit union (with motor bank services)									C	P		P	P		P	1 space per 300 square feet
Office, professional and general business ‡									P	P		P	P		P	1 space per 300 square feet
Office, parole-probation										P		P	P		C	1 space per 300 square feet
Office showroom/warehouse ‡									C	C		P	P		P	1 space per 300 square feet
Security monitoring company (no outside storage)									P	P		P	P		P	1 space per 300 square feet
Telemarketing agency									C	C		C	P		C	1 space per 250 square feet
Telephone exchange/switching station ‡	C								P	P		P	P		C	1 space per 500 square feet
Temporary real estate	P	P	P	P		P	P	P	P	P		P	P		P	4 spaces

field office																	
Model home (including sales office)	P	P	P	P	P	P	P	P	P	P		C	C		P		2 spaces per model
Personal and Business																	
Ambulance service										C		P	P		C		1 space per 500 square feet
Automobile driving school (including defensive driving)									C	P		P	P		P		1 space per classroom seat
Barber/beauty shop (no related school/college)									C	P		P	P		P		1 space per 200 square feet
Bed and breakfast inn ‡	P	C	C	C	C	C			C	P		P			P		2 spaces plus one per guest room
Check cashing service										P		P	P		P		1 space per 100 square feet
Dance hall/dancing facility ‡										C		C			P		1 space per 100 square feet
Dance/drama/music schools (performing arts, martial arts)	C	C	C	C	C	C		C	C	P		P	P		P		1 space per 100 square feet
Fortunetelling and similar activities ‡													C				1 space per 300 square feet

Funeral home ‡										C		P	P		C	See section 50-112
Greenhouse (non-retail/hobby)	P	P	P	P		P	P	P							P	None
Health club (indoor)										C	P		P	P	P	One space per 300 square feet
Health club (outdoor)											P		P	P	P	One space per 300 square feet
Hotel/motel ‡											P		P	P	P	See section 50-112
Laundromat/washateria/self-service ‡											P		P	P	P	1 space per 200 square feet
Laundry/dry cleaning (retail only, drop off/pick up) ‡										C	P		P	P	P	1 space per 200 square feet
Mailing service (private)											P		P	P	P	1 space per 200 square feet
Pharmacy (retail only)										C	P		P	P	P	1 space per 200 square feet
Reception venue	C	C								C	P		P	P	P	1 space: 4 seats
Recreational vehicle park									C							
Rehabilitation care facility (halfway house) ‡	C	C	C	C		C	C	C	C	C	P		C	P	C	Greater of 1 per three

																	beds or 1.5 spaces per dwelling
Rehabilitation care institution (business) ‡	C	C	C	C		C	C		C	P		P	P		P		Greater of 1 per three beds or 1.5 spaces per dwelling
Seamstress, dressmaker or tailor (retail only)									C	P		P	P		P		1 per 200 square feet
Sexually oriented business													C				
Tattoo or body piercing studio ‡										C		P					1 space per 200 square feet
Wedding chapel										P		P	P		P		1 per four seats
Retail																	
Antique shop (no outside sales or storage) ‡										P		P	P		P		1 space per 500 square feet
Antique shop (with outside storage)										C		P	P		P		1 space per 500 square feet
Apparel shop										P		P	P		P		1 space per 200 square feet
Art gallery/museum/dealer ‡									C	P		P	P		P		1 space per 500 square feet

Artist or photography studio										C	P		P	P		P	1 space per 500 square feet
Bakery, retail (eating establishment, no drive-through) ‡										C	P		P	P		P	1 space per 200 square feet
Bakery, retail (with drive-through)											P		P	P		P	1 space per 200 square feet
Bakery (wholesale) ‡													P	P		P	1 space per 500 square feet
Bird and pet shops (retail only)											P		P	P		P	1 space per 200 square feet
Book/stationery shop (retail only) ‡											P		P	P		P	1 space per 200 square feet
Brewpub										C	P		P	P		P	1 space per 1,000 square feet for the brewing of beer, ale, etc., plus 1 space per 100 square feet for associated eating or drinking establishments
Building material sales/lumber yard ‡											C		P	P		P	1 space per 1,000 square

																	feet
Carpenter shop									C		P	P		P			1 space per 500 square feet
Catering service									P		P	P		P			1 space per 500 square feet
Consignment shop									C		P	P		P			1 space per 300 square feet
Convenience store (with or without gasoline sales) ‡									P		P	P		P			See section 50-112
Copy shop ‡									C	P		P	P		P		1 space per 200 square feet
Drinking establishment									C	P		P	P		P		
Drug store (retail only)										P		P	P		P		1 space per 200 square feet
Eating establishment (with drive-in service) ‡										C		P	P		P		Greater: 1 per 100 square feet; 1 per 3 seats based on max seating capacity or; 1 per 12 spaces
Eating establishment (with no drive-through service) ‡									C	P		P	P		P		

Eating establishment (with drive-through service) ‡										P		P	P		P	
Electronic goods (retail only)										P		P	P		P	1 space per 200 square feet
Florist shop (retail only) ‡									C	P		P	P		P	1 space per 200 square feet
Food or grocery store										P		P	P		P	1 space per 500 square feet
Furniture and appliance store (retail only) ‡										P		P	P		P	1 space per 500 square feet
Furniture store (new and used) ‡										P		P	P		P	1 space per 200 square feet
General retail stores (no outside storage)										P		P	P		P	1 space per 200 square feet
Gift or card shop (retail only)									C	P		P	P		P	1 space per 200 square feet
Hardware store										P		P	P		P	1 space per 400 square feet
Hobby and crafts store (retail only)									C	P		P	P		P	1 space per 200 square feet

Home improvement center										P			P	P	P	1 space per 400 square feet plus one per 1,000 square feet of warehouse area
Jewelry store										P			P	P	P	1 space per 200 square feet
Market, open air, flea													C	P	P	1 space per 200 square feet
Meat and fish market (retail only)										P			P	P	P	1 space per 200 square feet
Motion picture studios, commercial films										C			P	P	P	1 space per 300 square feet
Motion picture theater (indoors)										P			P	P	P	See section 50-112
Nursery ‡										P			P	P	P	1 space per 1,000 square feet of sales area
Garden shop ‡										P			P	P	P	1 space per 200 square feet
Painting and refinishing shop										C			P	P	P	1 space per 500 square feet

Piano and musical instruments (retail only)										P		P	P	P	1 space per 200 square feet
Shoe repair shop (retail only)										P		P	P	P	1 space per 200 square feet
Sign shop (small scale, such as a storefront; includes sign and banner making for retail sale only; no outside storage)										P		P	P	P	1 space per 300 square feet
Stone monuments and gravestones, engraving and retail sales only										C		P	P	C	1 space per 500 square feet
Trophy engraving										P		P		P	1 space per 300 square feet
Upholstery shop (nonauto)										P		P	P	P	1 space per 200 square feet
Used merchandise										P		P	P	P	1 space per 200 square feet
Video rental/sales										P		P	P	P	1 space per 200 square feet
Transportation and Auto Services															
Airport or landing field ‡	C													C	1 space per 500 square feet

All-terrain vehicle (go-carts) dealer/sales (w/outdoor sales, storage, and display)									P		P	P		1 space per 300 square feet
All-terrain vehicle (go-carts) dealer/sales (w/no outdoor sales, storage, and display)									P		P	P	C	1 space per 300 square feet
Auto accessories (retail sales only)									P		P	P	P	1 space per 200 square feet
Auto body repair/painting									C		P	P	P	1 space per 200 square feet
Auto dealer (new, auto servicing and used auto sales as accessory uses only, w/outdoor sales, storage, and display) ‡									P		P	P		See section 50-112
Auto dealer (new, auto servicing and used auto sales as accessory uses only, w/no outdoor sales, storage, and display)									P		P	P	C	See section 50-112
Auto dealer, primarily used auto sales w/outdoor sales, storage, and display‡									C		P	P		See section 50-112
Auto dealer, primarily used auto sales w/no outdoor sales, storage, and display									C		P	P	C	See section 50-112

Auto glass repair/tinting										P		P	P	P	1 space per 200 square feet
Auto interior shop/upholstery										C		P	P	P	1 space per 200 square feet
Auto muffler shop										C		P	P	P	1 space per 200 square feet
Auto paint shop										C		P	P	P	One per 200 square feet
Auto parts sale (new or rebuilt; no outside storage, no outside display, no repair)										P		P	P	P	1 space per 200 square feet
Auto parts sale (new or rebuilt; with outside storage or display)										C		P	P		1 space per 200 square feet
Auto rental										P		P	P	C	1 space per 200 square feet
Auto repair (major) ‡										C		P	P	C	1 space per 200 square feet
Auto repair (minor) ‡										P		P	P	P	1 space per 200 square feet
Auto storage or auto auction ‡												C	P		1 space per 1,000 square feet

Auto tire sales (indoor)									P		P	P		P	1 space per 200 square feet
Auto wrecker service											P	P		C	1 space per 200 square feet
Automobile assembly												P		C	1 space per 1,000 square feet
Automobile parts manufacturing											C	P		C	1 space per 1,000 square feet
Automobile wash (full service/detail shop) ‡									P		P	P		P	3 space per washing capacity of module
Automobile wash (self- service) ‡									C		P	P		P	3 space per washing capacity of module
Bike sales and/or repair									P		C	P		P	1 space per 500 square feet
Bus or truck storage											P	P			1 space per 1,000 square feet
Gasoline station									P		P	P		P	See section 50-112
Motor freight transportation, storage, and terminal											P	P		C	See section 50-112

Motorcycle sales/dealer w/outdoor sales, storage, and display ‡										P		P	P		See section 50-112
Motorcycle sales/dealer w/no outdoor sales, storage, and display										P		P	P	C	See section 50-112
Parking lot or garage for passenger cars and trucks of less than one-ton capacity ‡	C		C	C	C	C		C	P		P	P		C	None
Personal watercraft sales (new/repair) w/outdoor sales, storage, and display										P		P	P		See section 50-112
Personal watercraft sales (new/repair) w/no outdoor sales, storage, and display										P		P	P	C	See section 50-112
Railroad team tracks, unloading docks, and spurs												P	P	C	None
Railroad yards, round house or shop												C	P	C	1 space per 1,000 square feet
Taxi/limousine service										C		P	P	C	1 space per 1.5 automobiles in service
Tire sales (indoors, no outside storage) ‡												P	P	P	1 space per 1,000 square feet
Tire sales (outdoors, with												C	P		1 space per

Amusement, commercial, temporary, (e.g., carnival, haunted house). (Note: Allowed by building official for up to 10 days) ‡										C								C	P			C		Determined by P and Z
Amusement devices/arcade (4 or more devices, indoors only) ‡													C					P	P			C		1 space per game table plus one per amusement device
Billiard/pool facility (4 or more tables)													C					P	P			C		1 space per 200 square feet
Bingo facility													C					P	P			P		1 space per 200 square feet
Bowling alley (air conditioned and soundproofed)													P					P	P			C		4 spaces per lane
Dinner theatre													P					P	P			P		1 space per three seats or bench seating space
Drive-in theater																			C	C			C	1 space per speaker
Golf driving range	C												C					P	P			C		See section 50-112
Golf course (private) ‡	C	C	C	C		C	C			C	C							C	C			C		6 spaces per hole
Golf course (publicly	P	P	P	P		P	P			P	P							P	P			P		6 spaces per

owned) ‡																	hole
Playfield or stadium (private)	C									C		P	P		P		1 space per three seats'
Recreational vehicle park/campground ‡	C											C	P		C		1.5 per RV pad
Skating rink											P		P	P		P	1 space per 200 square feet, plus 1 per 3 seats based on max capacity
Swimming pool, private (use by membership) ‡	P	P	P	P		P	P		P	P	P			P	P	P	1 space for each 100 square feet of gross water surface and deck area
Swimming pool, commercial ‡										C	P			P	P	P	1 space per 100 square feet of gross water surface and deck area
Tennis court (private/not lighted)	P	P	P	P		P	P		P	P	P			P	P	P	2 spaces per court
Tennis court (private/lighted)	C	C	C	C		C	C		C		C			C	C	C	2 spaces per court
Institutional/Governmental																	
Adult day care (business)	See Household care facility																
Antenna (commercial)	See section 50-116																

Antenna (noncommercial)	See section 50-116												
Armed services recruiting center								P	P		P	P	P
Assisted living facility (continuing care retirement community) ‡							P	C	P		P		P
Auction house									C		P	P	C
Broadcast station (with tower)	See section 50-116												
Broadcast towers (commercial)	See section 50-116												
Cellular communications tower/PCS	See section 50-116												
Cemetery and/or mausoleum ‡	C	C	C	C		C	C	C	C		C	C	C
Child day care center (business) ‡							C		C	P		P	P
Church/temple/place of worship ‡	P	P	P	P		P	P	P	P		P	P	P
Civic center (municipal) ‡	P	P	P	P		P	P	P	P		P	P	P
	10 spaces plus												

																	1,300 square feet above 2,000
Civic club									P	P		P	P		P		See section 50-112
Community center (public)	C	C	C	C		C	C		C	P	P		P	P		P	See section 50-112
Community home ‡	P	P	P	P		P	P		P							P	1 space per 300 square feet
Community or social buildings ‡	C	C	C	C		C	C		C	P	P		P	P		P	1 space per 300 square feet
Country club (private) ‡	C	C	C	C		C	C			C	C		C	C		P	10 spaces plus one per 300 square feet above 2,000
Earth satellite dish (private, less than 3 feet in diameter)	See section 50-116																
Electric power plant													C	P		C	1 space per 1,000 square feet
Electrical substation ‡	C	C	C	C		C	C		C	C	C		C	C		C	1 space per 1,000 square feet
Exhibition hall ‡											C		P	P		C	1 space per 100 square feet
Fair ground or rodeo ‡	C												C	C		C	1 space per

																	1,000 square feet of land area
Family home (child care in place of residence) ‡	P	P	P	P		P	P		P	P	P		P			P	1 space per 10 children plus 1 space per teacher
Fraternal organization ‡										C	P		P	P		P	10 spaces plus 1 per 300 square feet above 2,000
Fraternity or sorority house ‡						C	C			C	C		C			C	2 spaces per bedroom
Governmental building or use (county, state or federal) ‡	C	C	C	C		C	C		C	P	P		P	P		P	1 space per 300 square feet
Heliport ‡										C	C		C	C		C	3 spaces
Helistop										C	C		C	C		C	3 spaces
Hospital ‡										C	P		P	P		P	1 space per bed
Household care facility ‡	P	P	P	P		P	P		P							P	1 space per 6 clients
Household care institution											P		P	P			1 space per 6 clients
Institution for alcoholic, narcotic, or psychiatric patients ‡											C		C	P		C	1 space per 200 square feet
Institution of religious, educational or	C	C	C	C		C	C		C	C	P		P	P		P	1 space per 200 square

philanthropic nature																	feet
Municipal facility or use ‡	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	1 space per 300 square feet
Museum	C	C	C	C	C	C	C	C	P			P	P		P		See section 50-112
Park and/or playground (private) ‡	P	P	P	P	P	P	P	P	P	P		P	P		P		
Park and/or playground (public, municipal) ‡	P	P	P	P	P	P	P	P	P	P		P	P		P		
Penal or correctional institutions	C												P	P		C	1 space per 500 square feet
Post office (governmental)	P	P	P	P	P	P	P	P	P	P		P	P		P		10 plus 1 per 200 square feet
Non-city public assembly (auditorium, gymnasium, stadiums, meeting halls, etc.)										P		P	P		C		1 space per 4 seats
Radio, television and communications towers	See section 50-116																
Rectory/parsonage	P	P	P	P	P	P	P	P	P	P		P	P		P		5 spaces, plus 1 per bedroom
Retirement housing for the elderly ‡	See Assisted living facility																
Riding academy	P	C	C	C	C	C	C	C	C	C		C	P		C		1 space per five stalls

Sanitary landfill (private)																		C		1 space per ten acres	
School, business (e.g., barber/beauty/cosmetology)														P				P	P	P	1 space per three students, based on design
School, college or university	C	C	C	C		C	C		C	C	P							P	P	P	10 per classroom plus 2 per office
School, commercial trade (vocational) ‡											C	P						P	P	P	1 space per student
School, public or denominational ‡	P	P	P	P		P	P		P	P	P							P	P	P	See section 50-112
School, other than public or denominational ‡											C	P						P	P	P	
Sheltered care facility ‡									C					C				C	C	C	1 space per three beds or 1.5 per dwelling
Sign, all types (defined within the referenced section) ‡	See ch. 34 of this Code																				
Skilled nursing facility ‡									P			C	C					P		C	See section 50-112
Studio for radio and/or television (no towers) ‡												P	P					P	P	P	1 space per 200 square feet
Commercial and Wholesale Trade																					

Animal kennel (outdoor pens)	P												C	P		1 space per 500 square feet
Appliance repair									P				P	P	P	1 space per 500 square feet
Book binding													P	P	P	1 space per 500 square feet
Carpet and rug cleaning plant									C				P	P	C	1 space per 1,000 square feet
Cattle, swine, or poultry feedlot (CAFO)	C													C		1 space per 5,000 square feet of land
Cleaning plant (commercial laundry) ‡									C				P	P	C	1 space per 1,000 square feet
Communication equipment sales/service (installation and/or repair, no outdoor sales or storage or towers/antennae)									P				P	P	P	1 space per 1,000 square feet
Construction contractor with storage yard	C												P	P		1 space per 1,000 square feet of land
Contractor's office/sales, no outside storage including vehicles									P				P	P	P	1 space per 1,000 square feet of land
Contractor's temporary	P	P	P	P	P	P	P	P	P				P	P	P	None

Lawnmower repair and/or sales									C		P	P		C	1 space per 500 square feet
Loading or storage tracks											P	P		C	None
Locksmith									P		P	P		C	1 space per 500 square feet
Machine shop											P	P		C	1 space per 1,000 square feet
Maintenance and repair service for buildings/janitorial									C		P	P		C	1 space per 500 square feet
Manufactured home display or sales (new or used) ‡											C	P		C	1 space per 1,000 square feet
Mattress, making and renovating											P	P		C	1 space per 1,000 square feet
Milk depot, wholesale											P	P			1 space per 1,000 square feet
Mini-warehouse/self storage ‡									C		P	P		C	See section 50-112
Mortuary									C		P	P		C	See section 50-112
Moving and storage company											P	P		C	1 space per 1,000 square feet

News printing												P	P	C	1 space per 1,000 square feet
Outdoor sales as a primary use ‡										C		P	P		1 space per 5,000 square feet of land area
Pawn shop ‡												P	P	C	1 space per 200 square feet
Pet and animal grooming shop (no outside kennels) ‡										P		P	P	P	1 space per 200 square feet
Plumbing shop										C		P	P	C	1 space per 200 square feet
Printing equipment, supplies and repairs										C		P	P	C	1 space per 500 square feet
Propane sales filling (retail)										C		P	P	C	1 space per 200 square feet
Publishing and printing company										C		P	P	P	1 space per 500 square feet
Quick lube/oil change/minor inspection										P		P	P	P	1 space per 200 square feet
Salvage storage yard ‡													C		5 per acre
Scientific and industrial												C	P		1 space per

research laboratories (hazardous) ‡																300 square feet
Scientific and industrial research laboratories (nonhazardous) ‡								P	C		P	P		P		1 space per 300 square feet
Scrap metal storage yard												C				5 space per acre
Security systems installation company									C		P	P		C		1 space per 300 square feet
Sheet metal shop											P	P				1 space per 1,000 square feet
Storage of cement, sands and gravel	C										C	P				1 space per 5,000 square feet of storage area
Storage of used lumber and building materials											C	P				1 space per 5,000 square feet of storage area
Taxicab storage and repair											P	P				1 space per 500 square feet
Taxidermist	C								C		P	P				1 space per 500 square feet
Tool and machinery rental (indoor storage only) ‡									P		P	P		P		1 space per 200 square feet

Tool and machinery rental (with outdoor storage) ‡										C		P	P		C	1 space per 200 square feet
Vacuum cleaner sales and repair ‡										P		P	P		P	1 space per 200 square feet
Veterinarian clinic (indoor kennels) ‡	P									P		P	P		P	1 space per 500 square feet
Veterinarian clinic (outdoor kennels or pens) ‡	C											C	P			1 space per 500 square feet
Warehouse (defined under storage or wholesale warehouse) ‡										C		P	P		C	1 space per 1,000 square feet
Welding shop										C		P	P		C	1 space per 1,000 square feet
Wholesale trade, nondurable goods										C		P	P		C	1 space per 1,000 square feet
Woodworking shops										C		P	P		C	1 space per 1,000 square feet
Wrecking materials yard ‡													C			1 space per 1,000 square feet
Light and Heavy Manufacturing/Industrial																
Acid manufacture													C			1 space per 1,000 square

																		1,000 square feet
Bleaching/chorine powder manufacture																	C	2 space per 1,000 square feet
Boiler manufacture and repair																	P	1 space per 1,000 square feet
Bottling works																	P P	1 space per 1,000 square feet
Broom manufacture																	P P	1 space per 1,000 square feet
Candy and other confectionary products manufacture																	C P P	1 space per 1,000 square feet
Canning and preserving factory																	C P	1 space per 1,000 square feet
Canvas and related products manufacture																	P P	1 space per 1,000 square feet
Casein manufacture																	C	1 space per 1,000 square feet
Celluloid and similar cellulose manufacture																	C	1 space per 1,000 square feet
Cement manufacture																	C	1 space per

																	1,000 square feet
Ceramic products manufacture										C		P	P				1 space per 500 square feet
Chalk manufacture													C				1 space per 1,000 square feet
Chemicals (agricultural) manufacture													C				1 space per 1,000 square feet
Chemicals (industrial) manufacture													C				1 space per 1,000 square feet
Clothing manufacture												P	P				1 space per 500 square feet
Coffin manufacture												C	P				1 space per 1,000 square feet
Cold storage plants/locker												P	P				1 space per 1,000 square feet
Concrete or asphalt mixing/batching plant (permanent) ‡													C				1 space per 5,000 square feet of land
Concrete or asphalt mixing/batching plant (temporary) ‡										C		P	P				1 space per 5,000 square feet of land
Crematory													C				1 space per

																		feet
Envelope manufacture													P	P				1 space per 1,000 square feet
Farm/garden machinery and equipment manufacture													C	P				1 space per 1,000 square feet
Fats and oils (animal) manufacture																		1 space per 1,000 square feet
Feed manufacture													C	C				1 space per 500 square feet
Felt manufacture														C				1 space per 1,000 square feet
Food processing ‡													C	P				1 space per 1,000 square feet
Footwear manufacture													C	P				1 space per 500 square feet
Foundry, all types																		1 space per 1,000 square feet
Furnace manufacture														C				1 space per 1,000 square feet
Fixtures manufacture													C	P				1 space per 1,000 square

																		feet
Furniture manufacture														C	P			1 space per 1,000 square feet
Gases (industrial) manufacture															C			1 space per 1,000 square feet
Glucose manufacture															C			1 space per 1,000 square feet
Hair products factory (other than human)															C			1 space per 1,000 square feet
Heavy machinery sales and storage ‡														C	P			1 space per 1,000 square feet
Ice cream/ice manufacture														P	P			1 space 1,000 square feet
Kerosene manufacture or storage															C			1 space per 1,000 square feet
Laboratory equipment manufacturing ‡															C			1 space per 1,000 square feet
Leather products manufacture														C	C			1 space per 1,000 square feet
Lumber mill/yard															C			1 space per 1,000 square feet

Machinery manufacture															C	P		1 space per 1,000 square feet
Marble working and finishing															C	P		1 space per 1,000 square feet
Meat packing plant																C		1 space per 1,000 square feet
Metal cans and shipping containers manufacture															C	P		1 space per 1,000 square feet
Metal products, stamping and manufacture															C	P		1 space per 1,000 square feet
Mirror resilvering															C	P		1 space per 200 square feet
Office equipment manufacture															P	P		1 space per 1,000 square feet
Oil compounding and barreling																C		1 space per 1,000 square feet
Oilcloth manufacture																C		1 space per 1,000 square feet
Orthopedic, prosthetic, surgical appliances and supplies manufacture															P	P		1 space per 1,000 square feet

Paint manufacture and/or mixing																		C	P			1 space per 1,000 square feet
Paper and paper pulp manufacture																			C			1 space per 1,000 square feet
Paper products and paper box manufacture																		P	P			1 space per 1,000 square feet
Pecan processing																		C	P			1 space per 1,000 square feet
Petroleum and petroleum products refining																						1 space per 1,000 square feet
Petroleum distribution/storage ‡																		C	P			1 space per 1,000 square feet
Plastic products, molding, casting and shaping																		P	P			1 space per 1,000 square feet
Poultry hatchery																						1 space per 1,000 square feet
Poultry slaughtering and processing																						1 space per 1,000 square feet
Printing ink manufacture																			P			1 space per 1,000 square feet

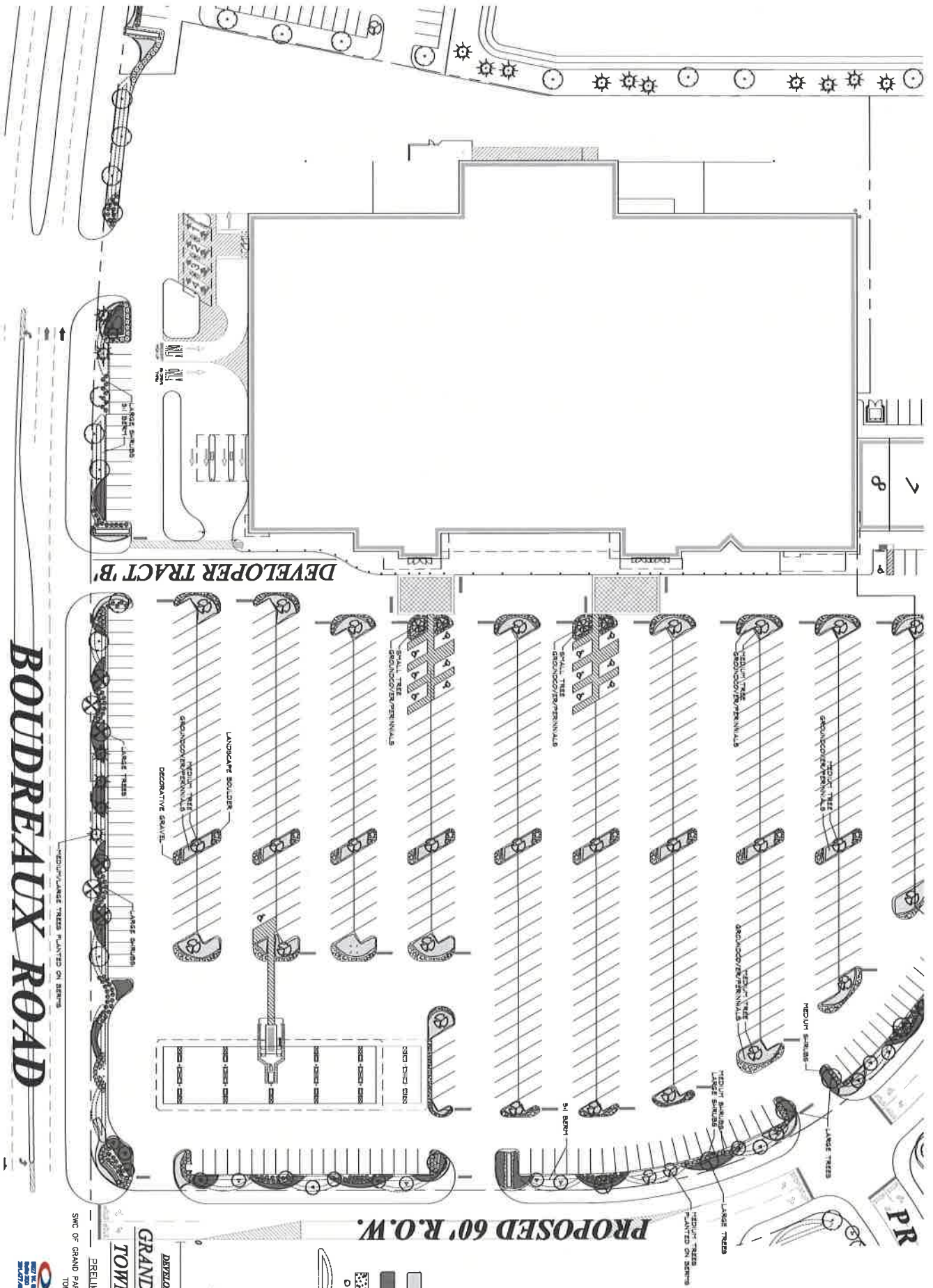
Wood container manufacture																		C	P			1 space per 1,000 square feet
Wood distillation (manufacture of tar, charcoal, turpentine and similar																			C			1 space per 1,000 square feet
Wood preserving manufacture and treatment																			C			1 space per 1,000 square feet
Wood products manufacture																			C	P		1 space per 1,000 square feet

(Ord. No. 2008-01, § 38, 2-4-2008; Ord. No. 2010-09, § 2, 5-3-2010; Ord. No. 2012-18, § 2, 7-2-2012; Ord. No. 2013-23, § 2, 2-2-2013; Ord. No. 2013-19, § 2, 11-4-2013; Ord. No. 2014-35, § 2, 10-6-2014; Ord. No. 2014-45, § 2, 1-5-2015; Ord. No. 2015-07, § 3, 4-20-2015; Ord. No. 2015-19, § 2, 10-5-2015; Ord. No. 2015-25, § 2, 1-4-2016)

Exhibit "F"

EXHIBIT F





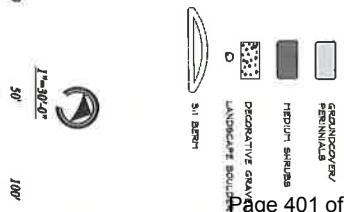
BOUDREAUX ROAD

DEVELOPER TRACT B

PROPOSED 60' R.O.W.



**GRAND PARKWAY
TOWN CENTER**
PRELIMINARY STUDY
SNC OF GRAND PARKWAY & STATE HIGHWAY 246
TOMBALL, TEXAS



PLANT LIST - GRAND PARKWAY TOWN CENTER

COMMON NAME	SCIENTIFIC NAME	SIZE	REMARKS
LARGE TREES	LOBLOLLY PINE	65 gal	5' CAL. 12-14FT. 7-8 SPND. SPECIEN
	HONEYLOCUST	65 gal	5' CAL. 12-14FT. 7-8 SPND. SPECIEN
	HOVEY OAK	65 gal	5' CAL. 12-14FT. 7-8 SPND. SPECIEN
	CEDEAR ELM	65 gal	5' CAL. 12-14FT. 7-8 SPND. SPECIEN
MED TREES	ENGLISH HOLLY	65 gal	2.5' CAL. 8-10FT. 5-7 SPND. SPECIEN
	EAST PALMETTO HOLLY	65 gal	2.5' CAL. 8-10FT. 5-7 SPND. SPECIEN
	SAVANNAH HOLLY	65 gal	2.5' CAL. 8-10FT. 5-7 SPND. SPECIEN
	YALPON TREE	65 gal	12-14FT. 8-10FT. MULTI-TRUNK. 3 CANE MIN.
	CRAPPEVILLE NATCO-ET	65 gal	12-14FT. 8-10FT. MULTI-TRUNK. 3 CANE MIN.
SMALL TREES	MAX MYRTLE	65 gal	6-10FT. 3-4 SPND. MULTI-TRUNK. 3 CANE MIN.
	TEXAS MOUNTAIN LAUREL	65 gal	2' CAL. 8-10FT. 5-6 SPND. SPECIEN
YITEX TREE	TEXAS MOUNTAIN LAUREL	65 gal	8-10FT. 5-6 SPND. MULTI-TRUNK. 3 CANE MIN.
LARGE SHRUBS	LITTLE RICHARD ABELIA	3 gal	18" HT. 18 SPND. FULL. roset.
	TEXAS SAGE GREENGLAND	3 gal	24" HT. 18 SPND. FULL. roset.
	TEXAS SAGE SILVERADO	3 gal	24" HT. 18 SPND. FULL. roset.
	HAIRY GRASS	3 gal	24" HT. 24 SPND. FULL. roset.
	ROCKING LIGHT GRASS	3 gal	24" HT. 24 SPND. FULL. roset.
	GRASSY GRASS	3 gal	24" HT. 24 SPND. FULL. roset.
	LINDHEIMER'S PULLEY	3 gal	24" HT. 24 SPND. FULL. roset.
	DRAPER MAX MYRTLE	3 gal	24" HT. 18 SPND. FULL. roset.
MED SHRUBS	YELLOW SUN YUCCA	3 gal	18" HT. 18 SPND. FULL. roset.
	CARLESA HOLLY	3 gal	18" HT. 18 SPND. FULL. roset.
	DRAPER YALPON HOLLY	3 gal	18" HT. 18 SPND. FULL. roset.
	PROSTRATE JUNIPER	3 gal	18" HT. 18 SPND. FULL. roset.
	PANSON'S JUNIPER	3 gal	18" HT. 18 SPND. FULL. roset.
	ADAM'S GRASS	3 gal	18" HT. 18 SPND. FULL. roset.
	LITTLE KITTEN GRASS	3 gal	18" HT. 18 SPND. FULL. roset.
	YALPON GRASS	3 gal	18" HT. 18 SPND. FULL. roset.
	MEXICAN FEATHER GRASS	3 gal	18" HT. 18 SPND. FULL. roset.
	CASIAN GRASS	3 gal	18" HT. 18 SPND. FULL. roset.
	MAYHEM GRASS	3 gal	18" HT. 18 SPND. FULL. roset.
	MEDICINAL BUSH SAGE	3 gal	18" HT. 18 SPND. FULL. roset.
GROUNDCOVER PERENNIAL	CORONDS B. variata	1 gal	12" HT. 12 SPND. FULL. roset.
	BECKON RIB	1 gal	12" HT. 12 SPND. FULL. roset.
	LEON CREAM LANTANA	1 gal	12" HT. 12 SPND. FULL. roset.
	NEW GOLD LANTANA	1 gal	12" HT. 12 SPND. FULL. roset.
	TRAILING PURPLE LANTANA	1 gal	12" HT. 12 SPND. FULL. roset.
	GOLDSTERN DASH	1 gal	12" HT. 12 SPND. FULL. roset.
	DAISY	1 gal	12" HT. 12 SPND. FULL. roset.
	TRAILY BLUE SAGE	1 gal	12" HT. 12 SPND. FULL. roset.
	VICTORIA BLUE SAGE	1 gal	12" HT. 12 SPND. FULL. roset.
	POULSART PLUMIN SAGE	1 gal	12" HT. 12 SPND. FULL. roset.
	PURPLE SALVIA	1 gal	12" HT. 12 SPND. FULL. roset.
	ROSEBERRY SALVIA	1 gal	12" HT. 12 SPND. FULL. roset.
	NIGHT SHADE	1 gal	12" HT. 12 SPND. FULL. roset.
	VERBENA	1 gal	12" HT. 12 SPND. FULL. roset.
	DAILY HAPPY RETURN	1 gal	12" HT. 12 SPND. FULL. roset.
	LEON'S BECKON DODDERS	1 gal	12" HT. 12 SPND. FULL. roset.
	AGAN JASMIN	1 gal	12" HT. 12 SPND. FULL. roset.
**OTHER PLANT MATERIAL MAY BE USED BY APPROVAL ONLY			
OTHER LANDSCAPE MATERIAL			
1. LANDSCAPE ROCK SHALL BE HOSS ROCK			
2. STANDARD BULLOCK SHALL BE 3'-5'			
3. ADAPTABLE IN SIZE OR SHAPE			
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GRAND PARKWAY TOWN CENTER

PRELIMINARY STUDY

SNC OF GRAND PARKWAY & STATE HIGHWAY 249 TOMBALL, TEXAS



PREFERRED PLANTINGS:

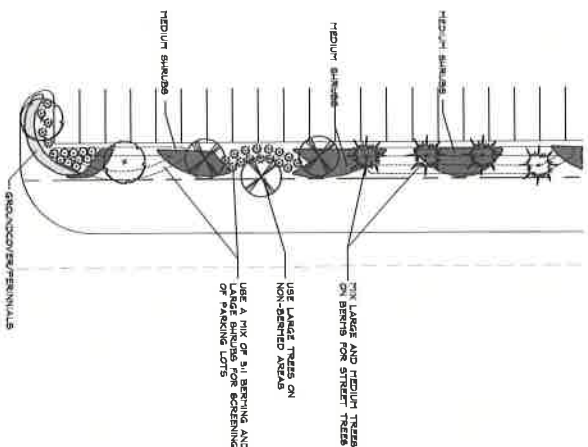
1. SPDS SHOULD HAVE A NATURAL, CURVILINEAR, OFF-CENTER LAYOUT, LEAVING VISIBILITY TO THE CENTER LANE.
2. PLANTINGS SHOULD BE A NICE MIX OF PERENNIALS, GRASSES, AND GROUNDCOVER.



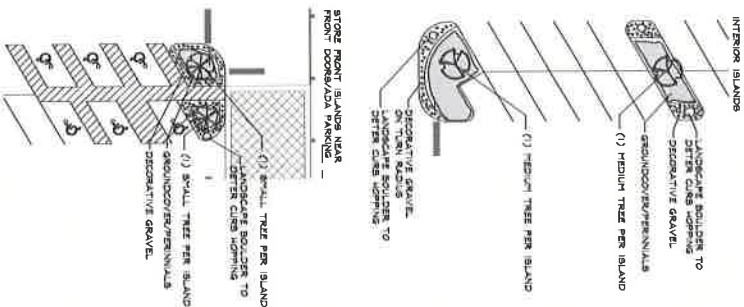
1. AVOID LONG LINEAR BEDS AND PLANTINGS.
2. AVOID EVENLY SPACED AND PLANTED TREES.



STREET FRONTAGE:



PARKING LOTS:



1. IT IS THE LANDSCAPE DESIGNER'S RESPONSIBILITY TO VERIFY ALL QUANTITIES MEET LANDSCAPE REQUIREMENTS FOR PERMITTING.
2. PLANTINGS SHALL USE MATERIAL FROM GRAND PARKWAY TOWN CENTER PLANT LIST.

Exhibit "G"



BGE
KENTUCKY CHLORIDE
ASSOCIATION

- Land Planning Consultants -
33601 Cinco Ranch Blvd Suite A-250

Katy, Texas 77404

AUGUST 30, 2018
KGA 81456

NOT TO SCALE

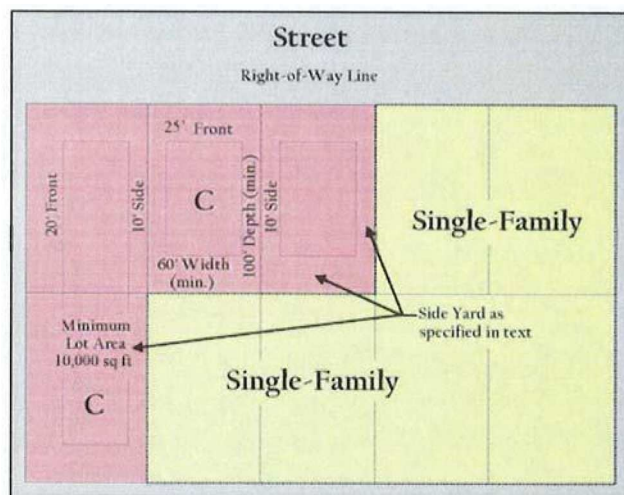


This database is a national representative sample of the nation's households, and is not subject to coverage bias. The database is a national representative sample of the nation's households, and is not subject to coverage bias. The database is a national representative sample of the nation's households, and is not subject to coverage bias.

Sec. 50-77. - Commercial District (C).

- (a) General purpose and description. The C Commercial District is intended to provide a location for commercial and service-related establishments, such as wholesale product sales, welding/contractors shops, automotive repair services, upholstery shops, and other similar commercial uses. Some light manufacturing may also be allowed with certain conditions. The uses envisioned for the C Commercial District will typically utilize smaller sites and have operation characteristics which are generally not compatible with residential uses and some nonresidential uses. Convenient access to thoroughfares and collector streets is also a primary consideration.
- (b) Permitted uses. Those uses listed for the C district in the use charts (section 50-82) as "P" or "C" are authorized uses permitted by right or conditionally permitted uses, respectively.
- (c) Height regulations. The maximum height in the C district shall be:
 - (1) 70 feet for the main buildings; also see setback requirements related to height in subsection (d)(2)b of this section.
 - (2) One story for accessory buildings.
 - (3) Additional height may be approved by CUP.
- (d) Area regulations.
 - (1) Size of lot.
 - a. Minimum lot area: 10,000 square feet.
 - b. Minimum lot width: 60 feet.
 - c. Minimum lot depth; 100 feet.
 - (2) Size of yards.
 - a. Minimum front yard: 25 feet. Where a lot faces a designated arterial street, the front yard shall be a minimum of 35 feet.
 - b. Minimum side and rear yard: ten feet. If adjacent to a single-family, duplex (two family), patio home or single-family attached district, then side and rear setbacks (within which parking is permitted) shall be according to the height of the primary structure, as follows:

Illustration 50-77-1: Setback and height relationship for commercial structures



1. Setbacks shall be measured at a ratio of five feet in horizontal setback distance for every three feet of building height as shown in Illustration 50-75-2.
 2. Setback measurements shall be calculated by story.
 3. These measurements shall not limit any building to less than 35 feet.
- c. Interior side yards: when retail uses are platted adjacent to other retail uses and integrated into an overall shopping center site (i.e., lots/lease spaces abutting one another), no side yard is required provided it complies with the city's building code.
- d. Exceptions for certain retail shopping center outbuildings fronting State Highway 249: notwithstanding any other provision of this section to the contrary, the building line for retail outbuildings adjacent to State Highway 249 and State Highway 249 Bypass shall be ten feet if:
1. The retail outbuilding is within a shopping center development (a development comprised of retail businesses which share common parking and pedestrian areas and facilities for their clientele) which contains not less than 1¼ acres of land and which has not less than 240 feet of frontage on said State Highway 249 and State Highway 249 Bypass;
 2. The retail outbuilding contains not more than 100 square feet of floor area;
 3. The retail outbuilding is located so as not to create a hazard to vehicular or pedestrian traffic on the shopping center site, the adjacent State Highway 249 and State Highway 249 Bypass, or any other adjacent public or private street or property; limit spacing of said structures to no greater than one per 300 feet;
 4. The retail outbuilding is located not less than 50 feet from any paved portion of State Highway 249 and State Highway 249 Bypass, whether main lane or access road; and
 5. The retail outbuilding is located so as to be a minimum of 300 feet from the closest retail outbuilding along either side of State Highway 249 and State Highway 249 Bypass, measured in a straight line from the center fronts of each retail outbuilding.
- (3) Maximum lot coverage. Maximum lot coverage is 60 percent including main and accessory buildings; maximum 90 percent impervious coverage (including all buildings, parking areas, sidewalks, etc.).
- (4) Maximum floor area. Maximum floor area ratio (FAR) is 2:1.
- (5) The maximum glare produced by any industry shall be limited to four footcandles of illumination intensity beyond the industrial or commercial tract boundary throughout the light frequency spectrum beginning with ultraviolet and ending through the infrared wavelengths.

(Code 1978, § 5-9; Code 1993, § 14-9; Ord. No. 2008-01, § 31, 2-4-2008)

Sec. 50-82. - Use regulations (charts).

(a) Conformance with the use charts.

- (1) Generally. The use of land and/or buildings shall be in accordance with those listed in the following use charts. No land or building shall hereafter be used and no building or structure shall be erected, altered, or converted other than for those uses specified in the zoning district in which it is located. The legend for interpreting the permitted uses in the use charts are:

P	Designates use permitted in the zoning district indicated
(Blank)	Designates use prohibited (i.e., not allowed) in the zoning district indicated
C	Designates use may be permitted in the zoning district indicated by a CUP (also see section 50-81)
‡	The land use is defined within section 50-2

- (2) Unlisted uses. If a use is not listed (or is blank) in the use charts, it is not allowed in any zoning district (see subsection (a)(4) of this section).
- (3) Use chart organization. The land uses are listed in the use charts in alphabetical order.
- (4) Classification of new/unlisted uses. It is recognized that new types of land use will arise in the future, and forms of land use not presently anticipated may seek to locate in the city. In order to provide for such changes and contingencies, a determination as to the appropriate classification of any new or unlisted form of land use in the use charts shall be made as follows:
- a. Initiation.
1. A person, city department, the planning and zoning commission, or the city council may propose zoning amendments to regulate new and previously unlisted uses.
 2. A person requesting the addition of a new or unlisted use shall submit to the city manager or his designee, all information necessary for the classification of the use, including but not limited to the following:
 - (i) The nature of the use and whether the use involves dwelling activity, sales, services, or processing;
 - (ii) The type of product sold or produced under the use;
 - (iii) Whether the use has enclosed or outside storage and the amount and nature of the storage;
 - (iv) Anticipated employment typically anticipated with the use;
 - (v) Transportation requirements;
 - (vi) The nature and time of occupancy and operation of the premises;
 - (vii) The off-street parking and loading requirements;
 - (viii) The amount of noise, odor, fumes, dust, toxic materials and vibration likely to be generated;

- (ix) The requirements for public utilities such as sanitary sewer and water and any special public services that may be required; and
 - (x) Impervious surface coverage.
- b. The city manager, or his designee, shall refer the question concerning any new or unlisted use to the planning and zoning commission, requesting a recommendation as to the zoning classification into which such use should be placed. The referral of the use interpretation question shall be accompanied by the statement of facts in subsection (a)(4)a.2 of this section. An amendment to this chapter shall be required as prescribed by section 50-34.
 - c. The planning and zoning commission shall consider the nature and described performance of the proposed use and its compatibility with the uses permitted in the various districts and determine the zoning district or districts within which such use is most similar and should be permitted (by right or by CUP).
 - d. The planning and zoning commission shall transmit its findings and recommendations to the city council as to the classification proposed for any new or unlisted use. The city council shall approve or disapprove the recommendation of the planning and zoning commission or make such determination concerning the classification of such use as is determined appropriate based upon its findings. If approved, the new or unlisted use shall be amended in the use charts of subsection(b) of this section according to section 50-34.
 - e. Standards for new and unlisted uses may be interpreted by the city manager, or his designee, as those of a similar use. When a determination of the appropriate zoning district cannot be readily ascertained, the same criteria outlined in subsection (a)(b) of this section shall be followed for determination of the appropriate district. The decision of the city manager, or his designee, may be appealed according to the process outlined in subsections (a)(4)a2 through (a)(4)d of this section.

(b) Use charts.

Types of Land Uses	Residential Zoning Districts							Nonresidential Zoning Districts					OT&MU	Parking ratio (Also see section 50-112)	
	AG	SF-20-E	SF-9	SF-6		D	MF	MHP	O	GR		C			LI
Agriculture															
Bulk grain and/or feed storage	P											C	C		1 space per 1,000 square feet
Farm (ranch, garden, crops, livestock, or orchard) ‡	P	P	P	P		P	P	P	P	P		P	P	P	None

Feed and grain store/farm supply store ‡	C														C		P	P		C	1 space per 500 square feet
Flour and other grain mills																		P			1 space per 1,000 square feet
Livestock, wholesale/auction	C																				None
Livestock sales/auction	C																				None
Stable, commercial	C																		C		1 space per 1,000 square feet
Stables (private, principal or accessory use) ‡	P				C																None
Residential																					
Accessory building/structure (business or industry) ‡															P	P		P	P	P	None
Accessory building/structure (residential) ‡	P	P	P	P		P	P													P	None
Accessory dwelling	P	P	P	C		C	C													P	None
Garage/accessory dwelling ‡	P	P	P	C		C	C													P	None
Caretaker's, guard's residence ‡	P	C						P			P	P			P	P			P		1 space per caretaker/guard
Dwelling, four-family							P													P	2 spaces per

(quadraplex) (defined under Multiple-family dwelling) ‡																		dwelling
Dwelling, HUD code-manufactured home ‡								P									C	2 spaces per dwelling
Dwelling, industrialized home ‡	P	P	P	P		P	P	P									C	2 spaces per dwelling
Dwelling, multiple-family ‡							P										P	2 spaces per dwelling
Dwelling, single-family attached ‡						P	P										P	2 spaces per dwelling
Dwelling—Single-family detached ‡	P	P	P	P		P	P										P	2 spaces per dwelling
Dwelling, two-family, duplex or duplex townhome ‡						P	P										P	2 spaces per dwelling
Dwelling, zero-lot line/patio home ‡						P	P										P	2 spaces per dwelling
Home occupation ‡	P	P	P	P		P	P			P		P	P				P	None
Residential use ‡	P	P	P	P		P	P	P	C	C		C					P	2 spaces per dwelling
Private street subdivision	P	P	P	P		P	P			C		C					P	None
Office																		
Clinic, emergency care										P		P	P				C	1 space per 150 square feet
Clinic, medical and/or									P	P		P	P				P	1 space per

dental																	300 square feet
Credit agency									P	P		P	P		P		1 space per 300 square feet
Bank, savings and loan, or credit union (no motor bank services)									P	P		P	P		P		1 space per 300 square feet
Bank, savings and loan, or credit union (with motor bank services)									C	P		P	P		P		1 space per 300 square feet
Office, professional and general business ‡									P	P		P	P		P		1 space per 300 square feet
Office, parole-probation										P		P	P		C		1 space per 300 square feet
Office showroom/warehouse ‡									C	C		P	P		P		1 space per 300 square feet
Security monitoring company (no outside storage)									P	P		P	P		P		1 space per 300 square feet
Telemarketing agency									C	C		C	P		C		1 space per 250 square feet
Telephone exchange/switching station ‡	C								P	P		P	P		C		1 space per 500 square feet
Temporary real estate	P	P	P	P		P	P	P	P	P		P	P		P		4 spaces

field office																		
Model home (including sales office)	P	P	P	P		P	P		P	P	P			C	C		P	2 spaces per model
Personal and Business																		
Ambulance service											C			P	P		C	1 space per 500 square feet
Automobile driving school (including defensive driving)											C	P		P	P		P	1 space per classroom seat
Barber/beauty shop (no related school/college)											C	P		P	P		P	1 space per 200 square feet
Bed and breakfast inn ‡	P	C	C	C		C	C				C	P		P			P	2 spaces plus one per guest room
Check cashing service												P		P	P		P	1 space per 100 square feet
Dance hall/dancing facility ‡												C		C			P	1 space per 100 square feet
Dance/drama/music schools (performing arts, martial arts)	C	C	C	C		C	C		C	C		P		P	P		P	1 space per 100 square feet
Fortunetelling and similar activities ‡															C			1 space per 300 square feet

Funeral home ‡											C		P	P		C	See section 50-112
Greenhouse (non-retail/hobby)	P	P	P	P		P	P	P								P	None
Health club (indoor)										C	P		P	P		P	One space per 300 square feet
Health club (outdoor)											P		P	P		P	One space per 300 square feet
Hotel/motel ‡											P		P	P		P	See section 50-112
Laundromat/washateria/self-service ‡											P		P	P		P	1 space per 200 square feet
Laundry/dry cleaning (retail only, drop off/pick up) ‡										C	P		P	P		P	1 space per 200 square feet
Mailing service (private)											P		P	P		P	1 space per 200 square feet
Pharmacy (retail only)										C	P		P	P		P	1 space per 200 square feet
Reception venue	C	C								C	P		P	P		P	1 space: 4 seats
Recreational vehicle park									C								
Rehabilitation care facility (halfway house) ‡	C	C	C	C		C	C	C	C	P		C	P	P		C	Greater of 1 per three

																		beds or 1.5 spaces per dwelling
Rehabilitation care institution (business) ‡	C	C	C	C		C	C			C	P			P	P		P	Greater of 1 per three beds or 1.5 spaces per dwelling
Seamstress, dressmaker or tailor (retail only)										C	P			P	P		P	1 per 200 square feet
Sexually oriented business															C			
Tattoo or body piercing studio ‡											C			P				1 space per 200 square feet
Wedding chapel											P			P	P		P	1 per four seats
Retail																		
Antique shop (no outside sales or storage) ‡											P			P	P		P	1 space per 500 square feet
Antique shop (with outside storage)											C			P	P		P	1 space per 500 square feet
Apparel shop											P			P	P		P	1 space per 200 square feet
Art gallery/museum/dealer ‡										C	P			P	P		P	1 space per 500 square feet

Artist or photography studio											C	P		P	P	P	1 space per 500 square feet
Bakery, retail (eating establishment, no drive-through) ‡											C	P		P	P	P	1 space per 200 square feet
Bakery, retail (with drive-through)												P		P	P	P	1 space per 200 square feet
Bakery (wholesale) ‡														P	P	P	1 space per 500 square feet
Bird and pet shops (retail only)												P		P	P	P	1 space per 200 square feet
Book/stationery shop (retail only) ‡												P		P	P	P	1 space per 200 square feet
Brewpub											C	P		P	P	P	1 space per 1,000 square feet for the brewing of beer, ale, etc., plus 1 space per 100 square feet for associated eating or drinking establishments
Building material sales/lumber yard ‡												C		P	P	P	1 space per 1,000 square

																	feet
Carpenter shop										C		P	P		P		1 space per 500 square feet
Catering service										P		P	P		P		1 space per 500 square feet
Consignment shop										C		P	P		P		1 space per 300 square feet
Convenience store (with or without gasoline sales) ‡										P		P	P		P		See section 50-112
Copy shop ‡										C	P		P	P		P	1 space per 200 square feet
Drinking establishment										C	P		P	P		P	
Drug store (retail only)											P		P	P		P	1 space per 200 square feet
Eating establishment (with drive-in service) ‡											C		P	P		P	Greater: 1 per 100 square feet; 1 per 3 seats based on max seating capacity or; 1 per 12 spaces
Eating establishment (with no drive-through service) ‡										C	P		P	P		P	

Eating establishment (with drive-through service) ‡												P		P	P		P	
Electronic goods (retail only)												P		P	P		P	1 space per 200 square feet
Florist shop (retail only) ‡											C	P		P	P		P	1 space per 200 square feet
Food or grocery store												P		P	P		P	1 space per 500 square feet
Furniture and appliance store (retail only) ‡												P		P	P		P	1 space per 500 square feet
Furniture store (new and used) ‡												P		P	P		P	1 space per 200 square feet
General retail stores (no outside storage)												P		P	P		P	1 space per 200 square feet
Gift or card shop (retail only)											C	P		P	P		P	1 space per 200 square feet
Hardware store												P		P	P		P	1 space per 400 square feet
Hobby and crafts store (retail only)											C	P		P	P		P	1 space per 200 square feet

Home improvement center																P			P	P		P	1 space per 400 square feet plus one per 1,000 square feet of warehouse area
Jewelry store																P			P	P		P	1 space per 200 square feet
Market, open air, flea																			C	P		P	1 space per 200 square feet
Meat and fish market (retail only)																P			P	P		P	1 space per 200 square feet
Motion picture studios, commercial films																C			P	P		P	1 space per 300 square feet
Motion picture theater (indoors)																P			P	P		P	See section 50-112
Nursery ‡																P			P	P		P	1 space per 1,000 square feet of sales area
Garden shop ‡																P			P	P		P	1 space per 200 square feet
Painting and refinishing shop																C			P	P		P	1 space per 500 square feet

Piano and musical instruments (retail only)													P		P	P		P	1 space per 200 square feet
Shoe repair shop (retail only)													P		P	P		P	1 space per 200 square feet
Sign shop (small scale, such as a storefront; includes sign and banner making for retail sale only; no outside storage)													P		P	P		P	1 space per 300 square feet
Stone monuments and gravestones, engraving and retail sales only													C		P	P		C	1 space per 500 square feet
Trophy engraving													P		P			P	1 space per 300 square feet
Upholstery shop (nonauto)													P		P	P		P	1 space per 200 square feet
Used merchandise													P		P	P		P	1 space per 200 square feet
Video rental/sales													P		P	P		P	1 space per 200 square feet
Transportation and Auto Services																			
Airport or landing field ‡	C																C		1 space per 500 square feet

All-terrain vehicle (go-carts) dealer/sales (w/outdoor sales, storage, and display)											P		P	P		1 space per 300 square feet
All-terrain vehicle (go-carts) dealer/sales (w/no outdoor sales, storage, and display)											P		P	P	C	1 space per 300 square feet
Auto accessories (retail sales only)											P		P	P	P	1 space per 200 square feet
Auto body repair/painting											C		P	P	P	1 space per 200 square feet
Auto dealer (new, auto servicing and used auto sales as accessory uses only, w/outdoor sales, storage, and display) ‡											P		P	P		See section 50-112
Auto dealer (new, auto servicing and used auto sales as accessory uses only, w/no outdoor sales, storage, and display)											P		P	P	C	See section 50-112
Auto dealer, primarily used auto sales w/outdoor sales, storage, and display‡											C		P	P		See section 50-112
Auto dealer, primarily used auto sales w/no outdoor sales, storage, and display											C		P	P	C	See section 50-112

Auto glass repair/tinting														P		P	P		P	1 space per 200 square feet
Auto interior shop/upholstery														C		P	P		P	1 space per 200 square feet
Auto muffler shop														C		P	P		P	1 space per 200 square feet
Auto paint shop														C		P	P		P	One per 200 square feet
Auto parts sale (new or rebuilt; no outside storage, no outside display, no repair)														P		P	P		P	1 space per 200 square feet
Auto parts sale (new or rebuilt; with outside storage or display)														C		P	P			1 space per 200 square feet
Auto rental														P		P	P		C	1 space per 200 square feet
Auto repair (major) ‡														C		P	P		C	1 space per 200 square feet
Auto repair (minor) ‡														P		P	P		P	1 space per 200 square feet
Auto storage or auto auction ‡																C	P			1 space per 1,000 square feet

Auto tire sales (indoor)														P		P	P		P	1 space per 200 square feet
Auto wrecker service																P	P		C	1 space per 200 square feet
Automobile assembly																	P		C	1 space per 1,000 square feet
Automobile parts manufacturing																C	P		C	1 space per 1,000 square feet
Automobile wash (full service/detail shop) ‡														P		P	P		P	3 space per washing capacity of module
Automobile wash (self- service) ‡														C		P	P		P	3 space per washing capacity of module
Bike sales and/or repair														P		C	P		P	1 space per 500 square feet
Bus or truck storage																	P	P		1 space per 1,000 square feet
Gasoline station														P		P	P		P	See section 50-112
Motor freight transportation, storage, and terminal																	P	P	C	See section 50-112

Motorcycle sales/dealer w/outdoor sales, storage, and display ‡											P		P	P		See section 50-112
Motorcycle sales/dealer w/no outdoor sales, storage, and display											P		P	P	C	See section 50-112
Parking lot or garage for passenger cars and trucks of less than one-ton capacity ‡	C		C	C		C	C		C	P		P	P		C	None
Personal watercraft sales (new/repair) w/outdoor sales, storage, and display											P		P	P		See section 50-112
Personal watercraft sales (new/repair) w/no outdoor sales, storage, and display											P		P	P	C	See section 50-112
Railroad team tracks, unloading docks, and spurs													P	P	C	None
Railroad yards, round house or shop													C	P	C	1 space per 1,000 square feet
Taxi/limousine service											C		P	P	C	1 space per 1.5 automobiles in service
Tire sales (indoors, no outside storage) ‡													P	P	P	1 space per 1,000 square feet
Tire sales (outdoors, with													C	P		1 space per

outside storage) ‡																		1,000 square feet
Transfer station (refuse/pick-up) ‡	C													C	C			1 space per 500 square feet
Transit terminal ‡														P	P		C	See section 50-112
Truck and bus leasing ‡														P	P			1 space per 1,000 square feet
Truck sales and services (heavy trucks) ‡														P	P			1 space per 1,000 square feet
Truck stop ‡														C	P		C	1 space per 1,000 square feet
Truck terminal ‡														P	P			See section 50-112
Amusement and Recreation																		
Amusement, commercial (indoor) ‡													C	C	P	P	C	1 space per 100 square feet
Amusement, commercial (outdoor) ‡													C		P	P	C	10 spaces plus 1 per 500 square feet over 5,000 square feet of building and recreation area

Amusement, commercial, temporary, (e.g., carnival, haunted house). (Note: Allowed by building official for up to 10 days) ‡										C						C	P		C	Determined by P and Z
Amusement devices/arcade (4 or more devices, indoors only) ‡												C				P	P		C	1 space per game table plus one per amusement device
Billiard/pool facility (4 or more tables)												C				P	P		C	1 space per 200 square feet
Bingo facility												C				P	P		P	1 space per 200 square feet
Bowling alley (air conditioned and soundproofed)												P				P	P		C	4 spaces per lane
Dinner theatre												P				P	P		P	1 space per three seats or bench seating space
Drive-in theater																C	C		C	1 space per speaker
Golf driving range	C											C				P	P		C	See section 50-112
Golf course (private) ‡	C	C	C	C		C	C			C	C				C	C			C	6 spaces per hole
Golf course (publicly	P	P	P	P		P	P			P	P	P			P	P			P	6 spaces per

owned) ‡																	hole
Playfield or stadium (private)	C									C		P	P		P		1 space per three seats
Recreational vehicle park/campground ‡	C											C	P		C		1.5 per RV pad
Skating rink										P		P	P		P		1 space per 200 square feet, plus 1 per 3 seats based on max capacity
Swimming pool, private (use by membership) ‡	P	P	P	P		P	P		P	P	P		P	P		P	1 space for each 100 square feet of gross water surface and deck area
Swimming pool, commercial ‡										C	P		P	P		P	1 space per 100 square feet of gross water surface and deck area
Tennis court (private/not lighted)	P	P	P	P		P	P		P	P	P		P	P		P	2 spaces per court
Tennis court (private/lighted)	C	C	C	C		C	C		C		C		C	C		C	2 spaces per court
Institutional/Governmental																	
Adult day care (business)	See Household care facility																
Antenna (commercial)	See section 50-116																

Antenna (noncommercial)	See section 50-116															
Armed services recruiting center									P	P		P	P		P	1 space per 300 square feet
Assisted living facility (continuing care retirement community) ‡							P		C	P		P			P	1.5 spaces per dwelling unit plus any additional space for accessory uses
Auction house										C		P	P		C	1 space per 100 square feet
Broadcast station (with tower)	See section 50-116															
Broadcast towers (commercial)	See section 50-116															
Cellular communications tower/PCS	See section 50-116															
Cemetery and/or mausoleum ‡	C	C	C	C		C	C		C	C	C		C	C	C	1 space per 5,000 square feet of land
Child day care center (business) ‡							C		C	P		P			P	1 space per three children
Church/temple/place of worship ‡	P	P	P	P		P	P		P	P	P		P	P	P	1 space per four seats in sanctuary
Civic center (municipal) ‡	P	P	P	P		P	P		P	P	P		P	P	P	10 spaces plus

																		1,300 square feet above 2,000
Civic club									P	P			P	P		P		See section 50-112
Community center (public)	C	C	C	C		C	C	C	P	P			P	P		P		See section 50-112
Community home ‡	P	P	P	P		P	P	P								P		1 space per 300 square feet
Community or social buildings ‡	C	C	C	C		C	C	C	P	P			P	P		P		1 space per 300 square feet
Country club (private) ‡	C	C	C	C		C	C		C	C			C	C		P		10 spaces plus one per 300 square feet above 2,000
Earth satellite dish (private, less than 3 feet in diameter)	See section 50-116																	
Electric power plant													C	P		C		1 space per 1,000 square feet
Electrical substation ‡	C	C	C	C		C	C	C	C	C			C	C		C		1 space per 1,000 square feet
Exhibition hall ‡										C			P	P		C		1 space per 100 square feet
Fair ground or rodeo ‡	C												C	C		C		1 space per

																		1,000 square feet of land area
Family home (child care in place of residence) ‡	P	P	P	P		P	P		P	P	P		P			P		1 space per 10 children plus 1 space per teacher
Fraternal organization ‡										C	P		P	P		P		10 spaces plus 1 per 300 square feet above 2,000
Fraternity or sorority house ‡						C	C			C	C		C			C		2 spaces per bedroom
Governmental building or use (county, state or federal) ‡	C	C	C	C		C	C		C	P	P		P	P		P		1 space per 300 square feet
Heliport ‡										C	C		C	C		C		3 spaces
Helistop										C	C		C	C		C		3 spaces
Hospital ‡										C	P		P	P		P		1 space per bed
Household care facility ‡	P	P	P	P		P	P		P							P		1 space per 6 clients
Household care institution											P		P	P				1 space per 6 clients
Institution for alcoholic, narcotic, or psychiatric patients ‡											C		C	P		C		1 space per 200 square feet
Institution of religious, educational or	C	C	C	C		C	C		C	C	P		P	P		P		1 space per 200 square

philanthropic nature																	feet
Municipal facility or use ‡	P	P	P	P		P	P		P	P	P		P	P		P	1 space per 300 square feet
Museum	C	C	C	C		C	C		C	C	P		P	P		P	See section 50-112
Park and/or playground (private) ‡	P	P	P	P		P	P		P	P	P		P	P		P	
Park and/or playground (public, municipal) ‡	P	P	P	P		P	P		P	P	P		P	P		P	
Penal or correctional institutions	C												P	P		C	1 space per 500 square feet
Post office (governmental)	P	P	P	P		P	P		P	P	P		P	P		P	10 plus 1 per 200 square feet
Non-city public assembly (auditorium, gymnasium, stadiums, meeting halls, etc.)											P		P	P		C	1 space per 4 seats
Radio, television and communications towers	See section 50-116																
Rectory/parsonage	P	P	P	P		P	P		P	P	P		P	P		P	5 spaces, plus 1 per bedroom
Retirement housing for the elderly ‡	See Assisted living facility																
Riding academy	P	C	C	C		C	C		C	C	C		C	P		C	1 space per five stalls

Sanitary landfill (private)																C		1 space per ten acres
School, business (e.g., barber/beauty/cosmetology)											P		P	P		P		1 space per three students, based on design
School, college or university	C	C	C	C		C	C		C	C	P		P	P		P		10 per classroom plus 2 per office
School, commercial trade (vocational) ‡										C	P		P	P		P		1 space per student
School, public or denominational ‡	P	P	P	P		P	P		P	P	P		P	P		P		See section 50-112
School, other than public or denominational ‡										C	P		P	P		P		
Sheltered care facility ‡								C			C		C	C		C		1 space per three beds or 1.5 per dwelling
Sign, all types (defined within the referenced section) ‡	See ch. 34 of this Code																	
Skilled nursing facility ‡								P		C	C		P			C		See section 50-112
Studio for radio and/or television (no towers) ‡										P	P		P	P		P		1 space per 200 square feet
Commercial and Wholesale Trade																		

Animal kennel (outdoor pens)	P													C	P		1 space per 500 square feet
Appliance repair										P				P	P	P	1 space per 500 square feet
Book binding														P	P	P	1 space per 500 square feet
Carpet and rug cleaning plant										C				P	P	C	1 space per 1,000 square feet
Cattle, swine, or poultry feedlot (CAFO)	C														C		1 space per 5,000 square feet of land
Cleaning plant (commercial laundry) ‡										C				P	P	C	1 space per 1,000 square feet
Communication equipment sales/service (installation and/or repair, no outdoor sales or storage or towers/antennae)										P				P	P	P	1 space per 1,000 square feet
Construction contractor with storage yard	C														P	P	1 space per 1,000 square feet of land
Contractor's office/sales, no outside storage including vehicles										P				P	P	P	1 space per 1,000 square feet of land
Contractor's temporary	P	P	P	P		P	P	P	P	P				P	P	P	None

on-site construction office (only with permit from building official.)																	
Distribution center ‡												P	P		C		1 space per 1,000 square feet
Electric repair, (domestic equipment and autos)									C	P		P	P		P		1 space per 1,000 square feet
Electronic assembly												P	P		C		1 space per 1,000 square feet
Electro-plating/electro-typing												P	P		C		1 space per 1,000 square feet
Exterminator service/company (no outdoor sales or storage)										P		P	P		P		1 space per 300 square feet
Fix-it shops, small engine, saw filing, mower sharpening										C		P	P		C		1 space per 500 square feet
Fur/hide tanning and finishing													C				1 space per 1,000 square feet
Heating and air conditioning sales/services										C		P	P		C		1 space per 1,000 square feet
Iron works (ornamental)												C	P				1 space per 1,000 square feet

Lawnmower repair and/or sales														C		P	P		C	1 space per 500 square feet
Loading or storage tracks																P	P		C	None
Locksmith														P		P	P		C	1 space per 500 square feet
Machine shop																P	P		C	1 space per 1,000 square feet
Maintenance and repair service for buildings/janitorial														C		P	P		C	1 space per 500 square feet
Manufactured home display or sales (new or used) ‡																C	P		C	1 space per 1,000 square feet
Mattress, making and renovating																P	P		C	1 space per 1,000 square feet
Milk depot, wholesale																P	P			1 space per 1,000 square feet
Mini-warehouse/self storage ‡														C		P	P		C	See section 50-112
Mortuary														C		P	P		C	See section 50-112
Moving and storage company																P	P		C	1 space per 1,000 square feet

News printing														P	P		C	1 space per 1,000 square feet
Outdoor sales as a primary use ‡													C		P	P		1 space per 5,000 square feet of land area
Pawn shop ‡															P	P	C	1 space per 200 square feet
Pet and animal grooming shop (no outside kennels) ‡													P		P	P	P	1 space per 200 square feet
Plumbing shop													C		P	P	C	1 space per 200 square feet
Printing equipment, supplies and repairs													C		P	P	C	1 space per 500 square feet
Propane sales filling (retail)													C		P	P	C	1 space per 200 square feet
Publishing and printing company													C		P	P	P	1 space per 500 square feet
Quick lube/oil change/minor inspection													P		P	P	P	1 space per 200 square feet
Salvage storage yard ‡																C		5 per acre
Scientific and industrial															C	P		1 space per

research laboratories (hazardous) ‡																	300 square feet
Scientific and industrial research laboratories (nonhazardous) ‡									P	C		P	P		P		1 space per 300 square feet
Scrap metal storage yard													C				5 space per acre
Security systems installation company										C		P	P		C		1 space per 300 square feet
Sheet metal shop												P	P				1 space per 1,000 square feet
Storage of cement, sands and gravel	C											C	P				1 space per 5,000 square feet of storage area
Storage of used lumber and building materials												C	P				1 space per 5,000 square feet of storage area
Taxicab storage and repair												P	P				1 space per 500 square feet
Taxidermist	C									C		P	P				1 space per 500 square feet
Tool and machinery rental (indoor storage only) ‡										P		P	P		P		1 space per 200 square feet

Tool and machinery rental (with outdoor storage) ‡															C		P	P		C	1 space per 200 square feet
Vacuum cleaner sales and repair ‡															P		P	P		P	1 space per 200 square feet
Veterinarian clinic (indoor kennels) ‡	P														P		P	P		P	1 space per 500 square feet
Veterinarian clinic (outdoor kennels or pens) ‡	C																C	P			1 space per 500 square feet
Warehouse (defined under storage or wholesale warehouse) ‡															C		P	P		C	1 space per 1,000 square feet
Welding shop															C		P	P		C	1 space per 1,000 square feet
Wholesale trade, nondurable goods															C		P	P		C	1 space per 1,000 square feet
Woodworking shops															C		P	P		C	1 space per 1,000 square feet
Wrecking materials yard ‡																		C			1 space per 1,000 square feet
Light and Heavy Manufacturing/Industrial																					
Acid manufacture																		C			1 space per 1,000 square

																		feet
Adhesives and sealants manufacture													C	C				1 space per 1,000 square feet
Aircraft parts manufacture														P				1 space per 1,000 square feet
Airplane repair and manufacturing														P				1 space per 1,000 square feet
Animal processing and slaughter													C	C				1 space per 1,000 square feet
Any manufacture or industrial process not listed and not prohibited by law													C	C				1 space per 1,000 square feet
Artificial flower manufacture												C		P	P			1 space per 1,000 square feet
Asphalt paving and roofing material manufacture															C			1 space per 1,000 square feet
Awning manufacture, cloth, metal and wood														P	P			1 space per 1,000 square feet
Bag manufacturing														P	P			1 space per 1,000 square feet
Battery manufacture															C			1 space per

																		1,000 square feet
Ceramic products manufacture											C		P	P				1 space per 500 square feet
Chalk manufacture														C				1 space per 1,000 square feet
Chemicals (agricultural) manufacture														C				1 space per 1,000 square feet
Chemicals (industrial) manufacture														C				1 space per 1,000 square feet
Clothing manufacture													P	P				1 space per 500 square feet
Coffin manufacture													C	P				1 space per 1,000 square feet
Cold storage plants/locker													P	P				1 space per 1,000 square feet
Concrete or asphalt mixing/batching plant (permanent) ‡														C				1 space per 5,000 square feet of land
Concrete or asphalt mixing/batching plant (temporary) ‡											C		P	P				1 space per 5,000 square feet of land
Crematory														C				1 space per

																		feet
Envelope manufacture													P	P				1 space per 1,000 square feet
Farm/garden machinery and equipment manufacture													C	P				1 space per 1,000 square feet
Fats and oils (animal) manufacture																		1 space per 1,000 square feet
Feed manufacture													C	C				1 space per 500 square feet
Felt manufacture														C				1 space per 1,000 square feet
Food processing ‡													C	P				1 space per 1,000 square feet
Footwear manufacture													C	P				1 space per 500 square feet
Foundry, all types																		1 space per 1,000 square feet
Furnace manufacture														C				1 space per 1,000 square feet
Fixtures manufacture													C	P				1 space per 1,000 square

																		feet
Furniture manufacture													C	P				1 space per 1,000 square feet
Gases (industrial) manufacture													C					1 space per 1,000 square feet
Glucose manufacture													C					1 space per 1,000 square feet
Hair products factory (other than human)													C					1 space per 1,000 square feet
Heavy machinery sales and storage ‡													C	P				1 space per 1,000 square feet
Ice cream/ice manufacture													P	P				1 space 1,000 square feet
Kerosene manufacture or storage													C					1 space per 1,000 square feet
Laboratory equipment manufacturing ‡													C					1 space per 1,000 square feet
Leather products manufacture													C	C				1 space per 1,000 square feet
Lumber mill/yard													C					1 space per 1,000 square feet

Machinery manufacture																C	P		1 space per 1,000 square feet
Marble working and finishing																C	P		1 space per 1,000 square feet
Meat packing plant																	C		1 space per 1,000 square feet
Metal cans and shipping containers manufacture																C	P		1 space per 1,000 square feet
Metal products, stamping and manufacture																C	P		1 space per 1,000 square feet
Mirror resilvering																C	P		1 space per 200 square feet
Office equipment manufacture																P	P		1 space per 1,000 square feet
Oil compounding and barreling																	C		1 space per 1,000 square feet
Oilcloth manufacture																	C		1 space per 1,000 square feet
Orthopedic, prosthetic, surgical appliances and supplies manufacture																P	P		1 space per 1,000 square feet

Paint manufacture and/or mixing																	C	P		1 space per 1,000 square feet
Paper and paper pulp manufacture																		C		1 space per 1,000 square feet
Paper products and paper box manufacture																	P	P		1 space per 1,000 square feet
Pecan processing																	C	P		1 space per 1,000 square feet
Petroleum and petroleum products refining																				1 space per 1,000 square feet
Petroleum distribution/storage ‡																	C	P		1 space per 1,000 square feet
Plastic products, molding, casting and shaping																	P	P		1 space per 1,000 square feet
Poultry hatchery																				1 space per 1,000 square feet
Poultry slaughtering and processing																				1 space per 1,000 square feet
Printing ink manufacture																		P		1 space per 1,000 square feet

Wood container manufacture																C	P		1 space per 1,000 square feet
Wood distillation (manufacture of tar, charcoal, turpentine and similar																	C		1 space per 1,000 square feet
Wood preserving manufacture and treatment																	C		1 space per 1,000 square feet
Wood products manufacture																C	P		1 space per 1,000 square feet

(Ord. No. 2008-01, § 38, 2-4-2008; Ord. No. 2010-09, § 2, 5-3-2010; Ord. No. 2012-18, § 2, 7-2-2012; Ord. No. 2013-23, § 2, 2-2-2013; Ord. No. 2013-19, § 2, 11-4-2013; Ord. No. [2014-35](#), § 2, 10-6-2014; Ord. No. [2014-45](#), § 2, 1-5-2015; Ord. No. [2015-07](#), § 3, 4-20-2015; Ord. No. [2015-19](#), § 2, 10-5-2015; Ord. No. [2015-25](#), § 2, 1-4-2016)

Regular City Council

Agenda Item

Data Sheet

Meeting Date: February 6, 2017

Topic:

Approve Resolution No. 2017-04, a Resolution Declaring the Intention of the City of Tomball, Texas, to Institute Proceedings to Annex Certain Territory; Describing Such Territory; Setting the Dates, Times, and Places for Two Public Hearings at Which All Interested Parties Shall Have an Opportunity to be Heard; Providing for Publication of Notices of Such Public Hearings; and Directing Preparation of a Municipal Service Plan for the Territory Proposed to be Annexed (Tract 1: 65.6190 acres of land in the William Perkins Survey, Abstract No. 621, the T. A. Duclos Survey, Abstract No. 1473, and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas)

Background:

The City of Tomball received a Petition requesting annexation of the Grand Parkway/Harris County MUD 273, consisting of 65.6190 acres of land in the William Perkins Survey, Abstract No. 621, the T. A. Duclos Survey, Abstract No. 1473, and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas. In 2015, Council annexed property in HCMUD 273 for limited purposes; this annexation request is for full annexation of a portion of HCMUD 273, to be known as Grand Parkway.

Approval of Resolution No. 2017-04 will declare the City's intention to annex 65.6190 acres of land in the William Perkins Survey, Abstract No. 621, the T. A. Duclos Survey, Abstract No. 1473, and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas, located within the City's ETJ.

A copy of the annexation calendar is included for Council review and the municipal service plan will be included in the annexation ordinance.

Section 43.063 of the Local Government Code requires two public hearings on proposed annexations. The hearings must be conducted on or after the 40th day but before the 20th day before the date of the first reading of the ordinance (a 21-39 day timeframe). Due to publication date constraints and Council's meeting schedule, staff's recommendation is that the public hearings be conducted during the regular Council meeting on March 6 and a special Council meeting on March 13 at 5:30 p.m., before the regularly scheduled Planning and Zoning Commission meeting. If the recommended dates for the public hearings are acceptable, the first reading of the annexation ordinance will be conducted at the regular Council meeting on April 3, 2017 and the second reading will be conducted at the regular Council meeting on April 17, 2017.

Origination:

City Attorney, City Staff, and Patti Hopper, representing Allen Boone Humphries Robinson LLP

Recommendation:

Approve Resolution No. 2017-04

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

City Secretary

ACTION TAKEN		
Approval	Readings Passed	Other

☐ Yes ☐ No

☐ 1st ☐ 2nd

ATTACHMENTS:

Resolution No. 2017-04

Annexation Calendar and Worksheet

Petition for Annexation

RESOLUTION NO. 2017-04

A RESOLUTION DECLARING THE INTENTION OF THE CITY OF TOMBALL, TEXAS, TO INSTITUTE PROCEEDINGS TO ANNEX CERTAIN TERRITORY; DESCRIBING SUCH TERRITORY; SETTING THE DATES, TIMES, AND PLACES FOR TWO PUBLIC HEARINGS AT WHICH ALL INTERESTED PARTIES SHALL HAVE AN OPPORTUNITY TO BE HEARD; PROVIDING FOR PUBLICATION OF NOTICES OF SUCH PUBLIC HEARINGS; AND DIRECTING PREPARATION OF A MUNICIPAL SERVICE PLAN FOR THE TERRITORY PROPOSED TO BE ANNEXED (TRACT 1: 65.6190 ACRES OF LAND IN THE WILLIAM PERKINS SURVEY, ABSTRACT NO. 621, THE T. A. DUCLOS SURVEY, ABSTRACT NO. 1473, AND IN THE C. W. HALL SURVEY, ABSTRACT NO. 1639, HARRIS COUNTY, TEXAS)

* * * * *

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

Section 1. The City Council of the City of Tomball hereby declares its intention to institute proceedings to annex to the City the territory described in Exhibit "A" attached hereto and made a part hereof by the passage of an ordinance of annexation extending the general corporate limits of the City of Tomball for all purposes to include such territory.

Section 2. The City Council of the City of Tomball hereby calls two public hearings at which all interested persons shall have the right and opportunity to appear and be heard upon such proposal to annex the territory described above. No suitable location is available for a public hearing to be held on the property proposed for annexation. The first public hearing shall be held in the City Council Chambers, 401 Market Street, City of Tomball, Texas, during a Regular Council Meeting at 6:00 o'clock (6:00 p.m.), on March 2, 2017. The second public hearing shall be held in the City Council Chambers, 401 Market Street, City of Tomball, Texas, during a Special Council Meeting at 5:30 o'clock (5:30 p.m.), on March 13, 2017. The annexation proceeding, of which notice of intention to annex is given by this Resolution, shall be instituted not less than twenty (20) days nor more than forty (40) days subsequent to such public hearings.

Section 3. The City Secretary of the City of Tomball is hereby directed to cause notices of such public hearings to be given by publication in a newspaper having general circulation within the City of Tomball and within the territory proposed to be annexed, the publication of notice of each public hearing to be made at least once in such newspaper not more than twenty (20) days nor less than ten (10) days prior to the day of that public hearing.

Section 4. The City Engineer is hereby directed to cause to be prepared a service plan that provides for the extension of municipal services to the territory that is proposed to be annexed. The proposed service plan shall be made available for public inspection and shall be explained to the inhabitants of the territory at the public hearings called herein. Such service plan shall be prepared in accordance with the provisions of Chapter 43 of the TEXAS LOCAL GOVERNMENT CODE.

PASSED, APPROVED, AND RESOLVED this 6th day of February 2017.

GRETCHEN FAGAN, Mayor
City of Tomball

ATTEST:

Doris Speer, City Secretary
City of Tomball

May 10, 2016

Exhibit "A"

Tract 1

***65.6190 acres of land in the William Perkins Survey, Abstract No. 621,
the T. A. Duclos Survey, Abstract No. 1473,
and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas***

A FIELD NOTE DESCRIPTION of 65.6190 acres (2,858,363 square feet) of land in the Williams Perkins, Survey, Abstract No. 621, in the T. A. Duclos Survey, Abstract No. 1473, and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas; said 65.6190 acre tract of land being several tracts of land conveyed to A-K Venture Capital, L.C., as recorded in Harris County Clerk's File Nos. P577137, 20150073274, 20150446291, 20150424692, 20150446503, 20150446572 and 20150085560; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE at a 5/8-inch iron rod found at the intersection of the south right-of-way line of Boudreaux Estates Drive (previously called Boudreaux Road, 60 feet wide) with the east right-of-way line of Rocky Road (previously called Boudreaux Road, 60 feet wide) for the northwest corner of a 14.8700 acre tract of land conveyed to Greater Life Church, as recorded in Harris County Clerk's File No. P747894;

THENCE, South 02° 42' 23" East with the east right-of-way line of said Rocky Road, at a distance of 508.47 pass a point at the intersection of the east right-of-way line of said Rocky Road with the north right-of-way line of State Highway 99 (Grand Parkway, right-of-way width varies), as recorded in Harris County Clerk's File No. 20130635661 and continuing for a total distance of 1,125.13 feet to a TXDOT monument disk found at the intersection of the east right-of-way line of said Rocky Road with the south right-of-way line of said State Highway 99 for a northwest corner and the POINT OF BEGINNING of this tract;

THENCE, North 87° 08' 44" East - 3.45 feet with a south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an interior corner of this tract;

THENCE, North 02° 28' 32" West - 66.98 feet with an east right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 42° 34' 59" East - 50.02 feet with the southeast right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 88° 01' 15" East - 1,169.62 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, South 73° 26' 35" East - 26.19 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 88° 01' 15" East - 30.30 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for the beginning of a non-tangent curve to the right;

Exhibit "A" – Page 2

THENCE, in a southeasterly direction with the south right-of-way line of said State Highway 99 and with said non-tangent curve to the right having a radius of 1,030.79 feet, a central angle of 22° 58' 29", a length of 413.33 feet and a chord bearing South 60° 10' 38" East – 410.57 feet to a 5/8-inch iron rod found in the southwest right-of-way line of State Highway 249 (width varies) for the northeast corner of this tract;

THENCE, in a southeasterly direction with the southwest right-of-way line of said State Highway 249 and with a non-tangent curve to the right having a radius of 1,379.00 feet, a central angle of 01° 37' 30", a length of 39.11 feet and a chord bearing South 23° 20' 16" East – 39.11 feet to a 5/8-inch iron rod with cap stamped "T.E.A.M." found for the end of said curve;

THENCE, South 22° 44' 12" East – 154.41 feet with the southwest right-of-way line of said State Highway 249 to a TXDOT monument disk found for a point-of-curvature;

THENCE, in a southeasterly direction with the southwest right-of-way line of said State Highway 249 and with a curve to the left having a radius of 1,512.00 feet, a central angle of 12° 29' 50", a length of 329.80 feet and a chord bearing South 28° 59' 08" East – 329.14 feet to a TXDOT monument disk found for the end of said curve;

THENCE, South 35° 12' 22" East – 395.67 feet with the southwest right-of-way line of said State Highway 249 to a TXDOT monument disk found at the northeast end of a cutback at the intersection of the southwest right-of-way line of said State Highway 249 with the northwest right-of-way line of Boudreaux Road (100 feet wide), as recorded in Harris County Clerk's File No. D900150 for a southeast corner of this tract;

THENCE, South 08° 39' 54" West – 53.94 feet with said cutback to a TXDOT monument disk found at the southwest end of said cutback for a southeast corner of this tract;

THENCE, South 58° 19' 09" West – 791.84 feet with the northwest right-of-way line of said Boudreaux Road to a 5/8-inch iron rod found for the beginning of a non-tangent curve to the right;

THENCE, in a westerly direction with the north right-of-way line of said Boudreaux Road and with said non-tangent curve to the right having a radius of 2,750.00 feet, a central angle of 28° 57' 23", a length of 1,389.80 feet and a chord bearing South 72° 50' 56" West – 1,375.06 feet to a 5/8-inch iron rod found at the intersection of the north right-of-way line of said Boudreaux Road with the east right-of-way line of said Rocky Road for the southwest corner of this tract;

THENCE, North 02° 42' 23" West – 1,732.43 feet with the east right-of-way line of said Rocky Road to the POINT OF BEGINNING and containing 65.6190 acres (2,858,363 square feet) of land.

Note: This metes-and-bounds description was written in conjunction with a survey performed on even date.

COMPILED BY:
TEXAS ENGINEERING AND MAPPING
Civil Engineers - Land Surveyors
Stafford, Texas
Firm Registration No. 10119000
Job No. 356-181
356-181_South_Tract_R1.doc




Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776

SHEET 1 OF 4

TEXAS ENGINEERING AND MAPPING CO., INC.
 1000 WEST WILLOW AVE.
 STAYFORD, TEXAS 77677
 PHONE: (409) 283-1100
 FAX: (409) 283-1101
 WWW.TEMCOINC.COM

Page 457 of 534

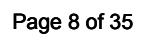


Exhibit "A" – Page 5

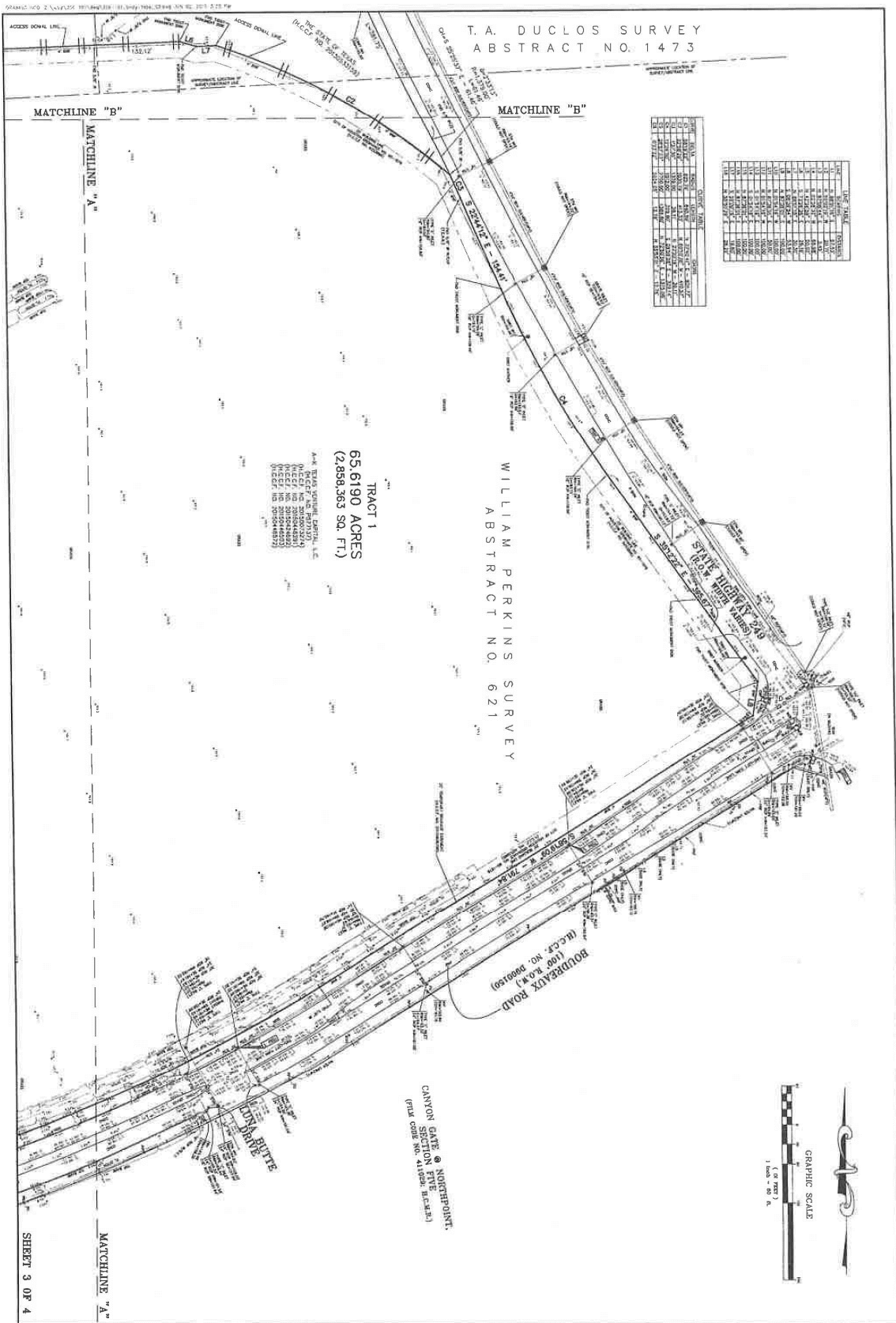
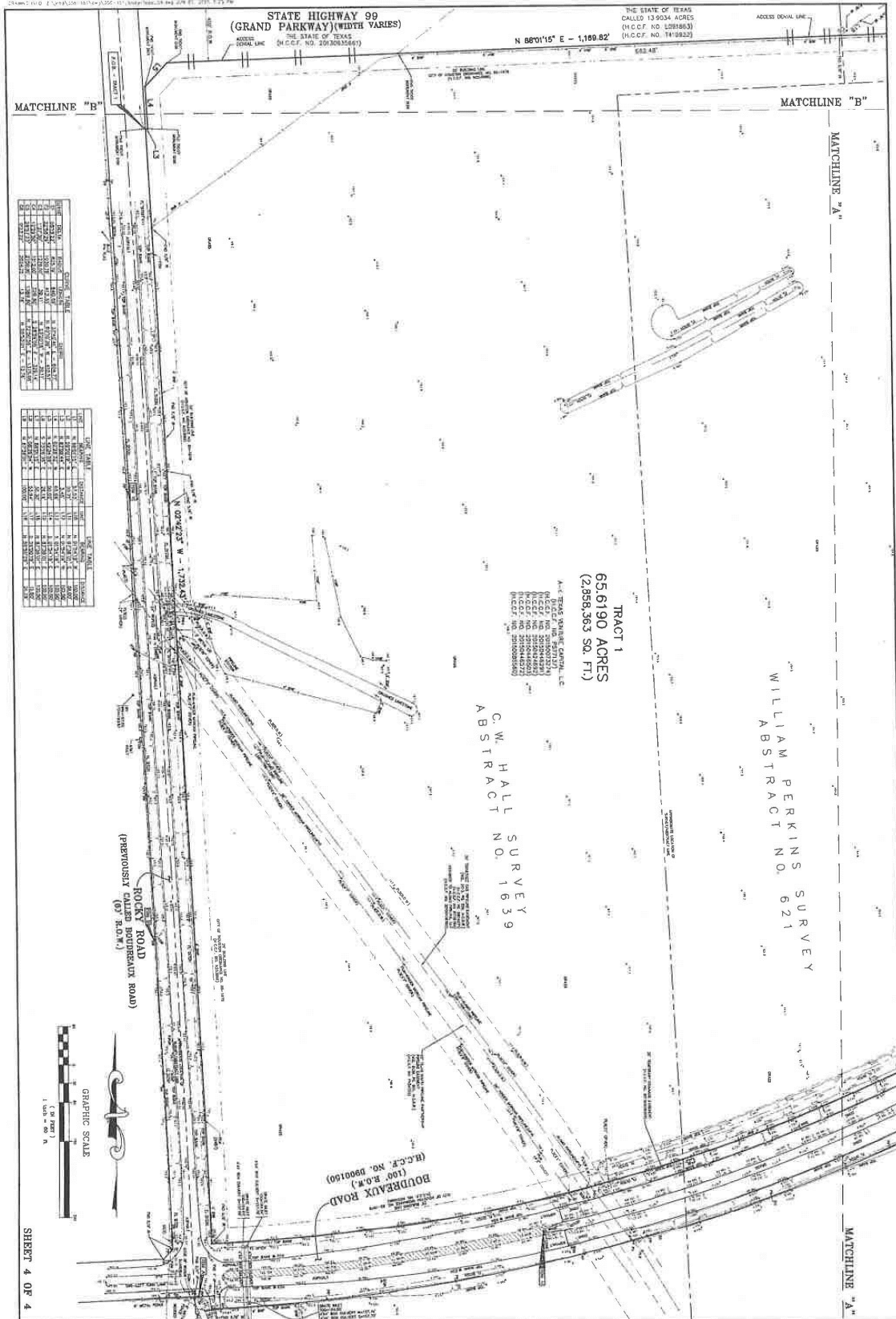


Exhibit "A" – Page 6



PROPOSED ANNEXATION – HCMUD 273 – FULL ANNEXATION

Council approves annexation request by adopting Resolution on 2/6/17, setting 3/6 (Monday, 6 p.m.) and 3/13 (Monday, 5 p.m.) for public hearings.

Send to paper on 2/7 to run on 2/15 (19 days' notice for 3/6 meeting) and 2/22 (19 days' notice for 3/13 meeting) – one Special Council meeting required on **March 13 (5:30 p.m.), in order to meet Local Government Code deadlines.**

Publish Dates & Public Hearing Dates – Complete Annexation on 4/17/2017	Publish Date	First Public Hearing at REGULAR Meeting	Publish Date	Second Public Hearing at SPECIAL Meeting	First Reading of Ordinance at REGULAR Meeting	Second Reading of Ordinance at REGULAR Meeting
Council approves annexation on 2/6 and sets Public Hearings as 3/6 and 3/13		REGULAR Mtg		Special Mtg		
1 st public hearing to 1 st reading is 28 days total; 61 days to complete annexation from approval of resolution	2/15/2017	3/6/2017	2/22/2017	5:30 p.m. 3/13/2017	4/3/2017	4/17/2017
	19 days' notice		19 days' notice			
	To paper 2/7 to run on 2/15 and 2/22		Reminder to paper 2/15 to run 2/22			
(47 days total from first publication notice to first reading)	(-47 days)	(28 days) to 1 st reading		21 days to 1 st reading of ordinance	(Day 0)	(+ 14 days)

Publication date – more than 10 days' notice, less than 20 days' notice for public hearings [LGC, Sec. 43.063(c)] – **19 days' notice for each P.H.**

Public hearings – more than 20 days, less than 40 days between first public hearing and first reading of ordinance per LGC, Sec. 43.063(a)

NOTE: MUST have a minimum of **21 days** between the **second public hearing and the first reading of the ordinance**. – **21 days, 3/13 to 4/3/17**

MUST have NO MORE than **40 days** between the first public hearing and the first reading of the ordinance. — **28 days, 3/6 to 4/3/17**

(We will set public hearing dates between 21 and 39 days)

Annexation must be completed within 90 days, beginning to end (LGC, Sec. 43.064) – from 5/16/16 request to second reading of ordinance – **61 days**

City must give notice regarding intention to annex area 30 days before first public hearing to public and private entities – county, fire department, emergency services districts, utility companies [LGC, Sec. 43.062(b)] – **This requirement does not apply if we are annexing by petition.**

Resolutions No. 2017-04 on the 2/6/2017 agenda for Council approval, set public hearings and special Council.

PETITION FOR ADDITION OF CERTAIN LAND INTO
THE CITY OF TOMBALL, TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

TO: THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS (the "City"):

A-K 133 HWY 249-GRAND PARKWAY, L.P., a Texas limited partnership, (the "Petitioner"), the owner of the land hereinafter described, acting pursuant to the provisions of Chapter 43, Texas Local Government Code, particularly Section 43.0751 together with all amendments and additions thereto, petition this Honorable City Council to add the land described by metes and bounds in **Exhibit A**, attached hereto and incorporated herein for all purposes (the "Land"), to the City, and in support of this petition the Petitioner represents, covenants and agrees as follows:

Section 1: The Land lies entirely within Harris County, Texas and is accurately described by metes and bounds in **Exhibit A**.

Section 2: The Petitioner holds fee simple title to and full ownership of all the Land. The Petitioner hereby certifies that the only lienholder to the Land is Frost Bank, which has executed a Certificate of Lienholder's Consent.

Section 3: All of the Land is within the extraterritorial jurisdiction of the City (as such term is defined in Texas Local Government Code Section 42.001 et seq., as amended).

Section 4: In accordance with the terms of the Strategic Partnership Agreement and the Amended Strategic Partnership Agreement between the City and Harris County Municipal Utility District No. 273, and that Chapter 43 of the Texas Local Government Code fully authorizes this Petition and the annexation hereby requested of the commercial property in a conservation and reclamation district operating under Chapter 49 of the Texas Water Code for full purposes by the municipality, notwithstanding any other provision of the Texas Local Government Code or the Texas Water Code, except for the obligation of the municipality to provide, directly or through agreement with other units of government, full provision of municipal services to annexed territory, in lieu of any annexation of residential property or payment of any fee on residential property in lieu of annexation of residential property in the district.

Section 5: Further, in accordance with terms of the Texas Local Government Code, the Land is vacant and without residents and will be developed for commercial purposes.

Section 6: This petition shall constitute an election on the part of the Petitioner, its successors and assigns, for the Land and any improvements that are now or may hereafter be constructed thereon, to become liable for all present and future debts of the City in the same manner and to the same extent as other lands and improvements in the City are liable for the City's debts.

Section 7: Without limiting the generality of Section 6 above, the Petitioner hereby agrees that the Land, and all improvements thereon presently existing or to be constructed, hereby assumes its share of liability for the payment of any and all bonds or other obligations of the City: (i) that are currently outstanding or hereafter issued; and (ii) that are currently voted but unissued. The Petitioner also hereby agrees that the Land, and all improvements thereon presently existing or to be constructed, shall be taxed equally with all other property in the City. The Petitioner acknowledges, consents to, and affirmatively requests the assumption by the Land of a pro rata share of all obligations of the City, and of the taxes levied or hereafter to be levied by the City.

Section 8: The Petitioner is the sole owner of the Land, and as such the Petitioner requests that the Land be annexed into the boundaries of the City. The Petitioner hereby waives any required notice or hearing with respect to the annexation and requests that the annexation be carried out at the earliest practicable date as determined by the City Council.

Section 9: This Petition is made in reliance upon the City's agreement to enter into the First Amendment to the Development Agreement among the City, the Petitioner and Harris County Municipal Utility District No. 273 and the Amended Strategic Partnership Agreement between the City and Harris County Municipal Utility District No. 273.

WHEREFORE, the Petitioner prays that this Petition be granted; that the Land be added to and become a part of the City; and that this Petition, if granted, be filed for record and be recorded in the Official Public Records of Harris County, Texas.

[EXECUTION PAGE FOLLOWS]

RESPECTFULLY SUBMITTED this 23 day of January, 2017.

A-K 133 HWY 249-GRAND PARKWAY, L.P., a
Texas limited partnership

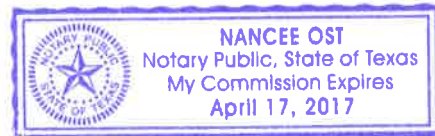
By: A-K 133, L.C., a Texas limited liability
company, its general partner

By: 
Name: Steven D. Alvis
Title: Manager

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 23rd day of January, 2017,
by Steven D. Alvis, Manager of A-K 133, L.C., a Texas limited liability company, on
behalf of said company and A-K 133 HWY 249-GRAND PARKWAY, L.P., a Texas
limited partnership.


Notary



Attachment: Exhibit A - Description of the Land

After recording, return to: Allen Boone Humphries Robinson LLP, 3200 Southwest
Freeway, Suite 2600, Houston, Texas 77027, Attn: Patti Hopper

Exhibit A
Description of Land

[illegible]

CLIMATE TABLE				
DATE		STATION	LOCATION	STATION
19	5/2/52	111.10	111.10	111.10
20	5/2/52	111.10	111.10	111.10
21	5/2/52	111.10	111.10	111.10
22	5/2/52	111.10	111.10	111.10
23	5/2/52	111.10	111.10	111.10
24	5/2/52	111.10	111.10	111.10
25	5/2/52	111.10	111.10	111.10
26	5/2/52	111.10	111.10	111.10
27	5/2/52	111.10	111.10	111.10
28	5/2/52	111.10	111.10	111.10
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30	5/2/52	111.10	111.10	111.10

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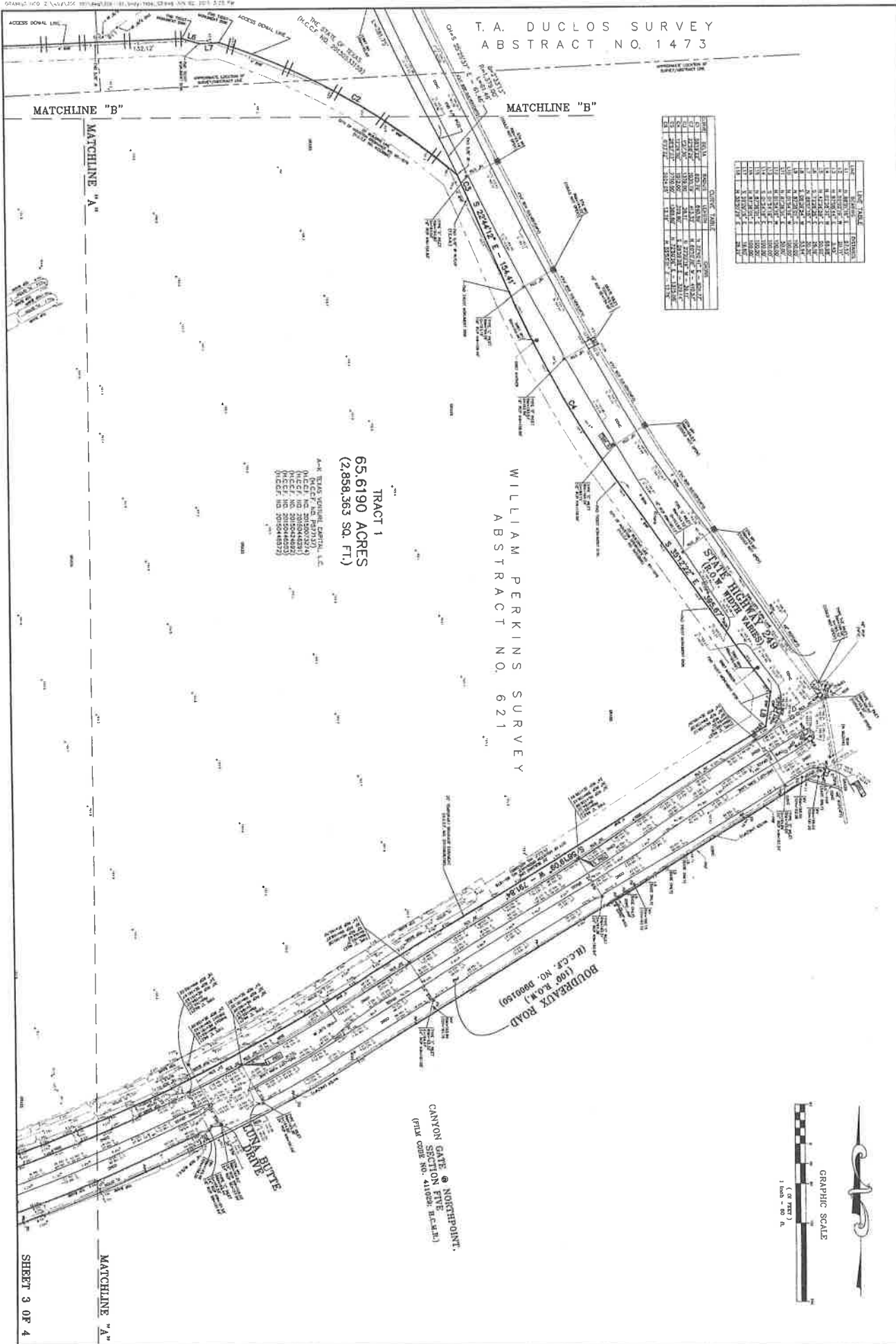


SHEET 1 OF 4

ITLS ENGINEERING AND MAPPING CO.
 11101 CENTRAL DRIVE
 STARFORD, TEXAS 77477
 PHONE 281/451-1235 FAX 281/451-8535
 FTELE 281/451-1235
 CIRCLE 26 ON READER SERVICE CARD

CHRG. NR.	DOCKET NR. OR	DATE REC. 2004	CASE NO. 2004
148711	SCOTL. 7-367	07/14/04	2004-001-204

T. A. DUCLOS SURVEY
ABSTRACT NO. 1473



ADDRESS DECIMAL LINE:

MATCHLINE "B"

MATCHLINE "B"

[illegible]

1st TABLE			2nd TABLE		
Year	Distance	Time	Year	Distance	Time
1967	10.00	1:00.00	1967	10.00	1:00.00
1	10.00	1:00.00	1	10.00	1:00.00
2	10.00	1:00.00	2	10.00	1:00.00
3	10.00	1:00.00	3	10.00	1:00.00
4	10.00	1:00.00	4	10.00	1:00.00
5	10.00	1:00.00	5	10.00	1:00.00
6	10.00	1:00.00	6	10.00	1:00.00
7	10.00	1:00.00	7	10.00	1:00.00
8	10.00	1:00.00	8	10.00	1:00.00
9	10.00	1:00.00	9	10.00	1:00.00
10	10.00	1:00.00	10	10.00	1:00.00
11	10.00	1:00.00	11	10.00	1:00.00
12	10.00	1:00.00	12	10.00	1:00.00
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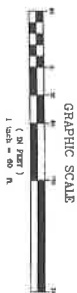
TRACT 1
65.6190 ACRES
(2,858,363 SQ. FT.)

ABSTRACT

WILLIAM PERKINS SURVEY
ABSTRACT NO. 621

ROCKY ROAD
(PREVIOUSLY CALLED BOUREBAUX ROAD)
(00' R.O.W.)

BOUDREAU ROAD
(100' R.O.M.)
(H.C.F. No. D900160)



SHEET 4 OF 4

May 10, 2016

Tract 1

**65.6190 acres of land in the William Perkins Survey, Abstract No. 621,
the T. A. Duclos Survey, Abstract No. 1473,
and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas**

A FIELD NOTE DESCRIPTION of 65.6190 acres (2,858,363 square feet) of land in the Williams Perkins, Survey, Abstract No. 621, in the T. A. Duclos Survey, Abstract No. 1473, and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas; said 65.6190 acre tract of land being several tracts of land conveyed to A-K Venture Capital, L.C., as recorded in Harris County Clerk's File Nos. P577137, 20150073274, 20150446291, 20150424692, 20150446503, 20150446572 and 20150085560; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE at a 5/8-inch iron rod found at the intersection of the south right-of-way line of Boudreaux Estates Drive (previously called Boudreaux Road, 60 feet wide) with the east right-of-way line of Rocky Road (previously called Boudreaux Road, 60 feet wide) for the northwest corner of a 14.8700 acre tract of land conveyed to Greater Life Church, as recorded in Harris County Clerk's File No. P747894;

THENCE, South 02° 42' 23" East with the east right-of-way line of said Rocky Road, at a distance of 508.47 pass a point at the intersection of the east right-of-way line of said Rocky Road with the north right-of-way line of State Highway 99 (Grand Parkway, right-of-way width varies), as recorded in Harris County Clerk's File No. 20130635661 and continuing for a total distance of 1,125.13 feet to a TXDOT monument disk found at the intersection of the east right-of-way line of said Rocky Road with the south right-of-way line of said State Highway 99 for a northwest corner and the POINT OF BEGINNING of this tract;

THENCE, North 87° 08' 44" East - 3.45 feet with a south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an interior corner of this tract;

THENCE, North 02° 28' 32" West - 66.98 feet with an east right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 42° 34' 59" East - 50.02 feet with the southeast right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 88° 01' 15" East - 1,169.62 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, South 73° 26' 35" East - 26.19 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 88° 01' 15" East - 30.30 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for the beginning of a non-tangent curve to the right;

THENCE, in a southeasterly direction with the south right-of-way line of said State Highway 99 and with said non-tangent curve to the right having a radius of 1,030.79 feet, a central angle of $22^{\circ} 58' 29''$, a length of 413.33 feet and a chord bearing South $60^{\circ} 10' 38''$ East – 410.57 feet to a 5/8-inch iron rod found in the southwest right-of-way line of State Highway 249 (width varies) for the northeast corner of this tract;

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THENCE, South $22^{\circ} 44' 12''$ East – 154.41 feet with the southwest right-of-way line of said State Highway 249 to a TXDOT monument disk found for a point-of-curvature;

THENCE, in a southeasterly direction with the southwest right-of-way line of said State Highway 249 and with a curve to the left having a radius of 1,512.00 feet, a central angle of $12^{\circ} 29' 50''$, a length of 329.80 feet and a chord bearing South $28^{\circ} 59' 08''$ East – 329.14 feet to a TXDOT monument disk found for the end of said curve;

THENCE, South $35^{\circ} 12' 22''$ East – 395.67 feet with the southwest right-of-way line of said State Highway 249 to a TXDOT monument disk found at the northeast end of a cutback at the intersection of the southwest right-of-way line of said State Highway 249 with the northwest right-of-way line of Boudreaux Road (100 feet wide), as recorded in Harris County Clerk's File No. D900150 for a southeast corner of this tract;

THENCE, South $08^{\circ} 39' 54''$ West – 53.94 feet with said cutback to a TXDOT monument disk found at the southwest end of said cutback for a southeast corner of this tract;

THENCE, South $58^{\circ} 19' 09''$ West – 791.84 feet with the northwest right-of-way line of said Boudreaux Road to a 5/8-inch iron rod found for the beginning of a non-tangent curve to the right;

THENCE, in a westerly direction with the north right-of-way line of said Boudreaux Road and with said non-tangent curve to the right having a radius of 2,750.00 feet, a central angle of $28^{\circ} 57' 23''$, a length of 1,389.80 feet and a chord bearing South $72^{\circ} 50' 56''$ West – 1,375.06 feet to a 5/8-inch iron rod found at the intersection of the north right-of-way line of said Boudreaux Road with the east right-of-way line of said Rocky Road for the southwest corner of this tract;

THENCE, North $02^{\circ} 42' 23''$ West – 1,732.43 feet with the east right-of-way line of said Rocky Road to the POINT OF BEGINNING and containing 65.6190 acres (2,858,363 square feet) of land.

Note: This metes-and-bounds description was written in conjunction with a survey performed on even date.

COMPILED BY:
TEXAS ENGINEERING AND MAPPING
Civil Engineers - Land Surveyors
Stafford, Texas
Firm Registration No. 10119000
Job No. 356-181
356-181_South_Tract_R1.doc




Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776

CERTIFICATE OF LIENHOLDER'S CONSENT

FROST BANK, a Texas state bank, being a lienholder on land proposed to be included within the corporate boundaries of CITY OF TOMBALL, TEXAS, which land is described by metes and bounds on Exhibit A attached hereto, hereby consents to the annexation of said land into the City of Tomball, Texas. Furthermore, Frost Bank hereby authorizes A-K 133 HWY 249-GRAND PARKWAY, L.P., A Texas limited partnership, to take any and all administrative actions necessary and convenient to accomplish the annexation of the subject property into the City of Tomball city limits, including but not limited to the filing of additional or supplemental petitions with the City of Tomball and offering such documentation and testimony as is deemed necessary in order to annex said property into the city limits of the City of Tomball, Texas.

WITNESS MY HAND, this 18 day of January, 2017.

FROST BANK, a Texas state bank

By: Kenneth E. Johnson
Name: Kenneth E. Johnson
Title: Market President

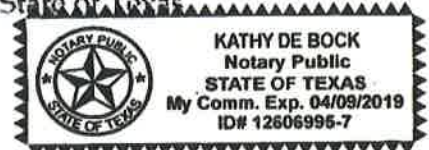
THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 18th day of JANUARY, 2017, by KENNETH E. JOHNSON, MARKET PRESIDENT of FROST BANK, a Texas state bank, on behalf of said bank.

Kathy De Bock
Notary Public, State of Texas

(NOTARY SEAL)



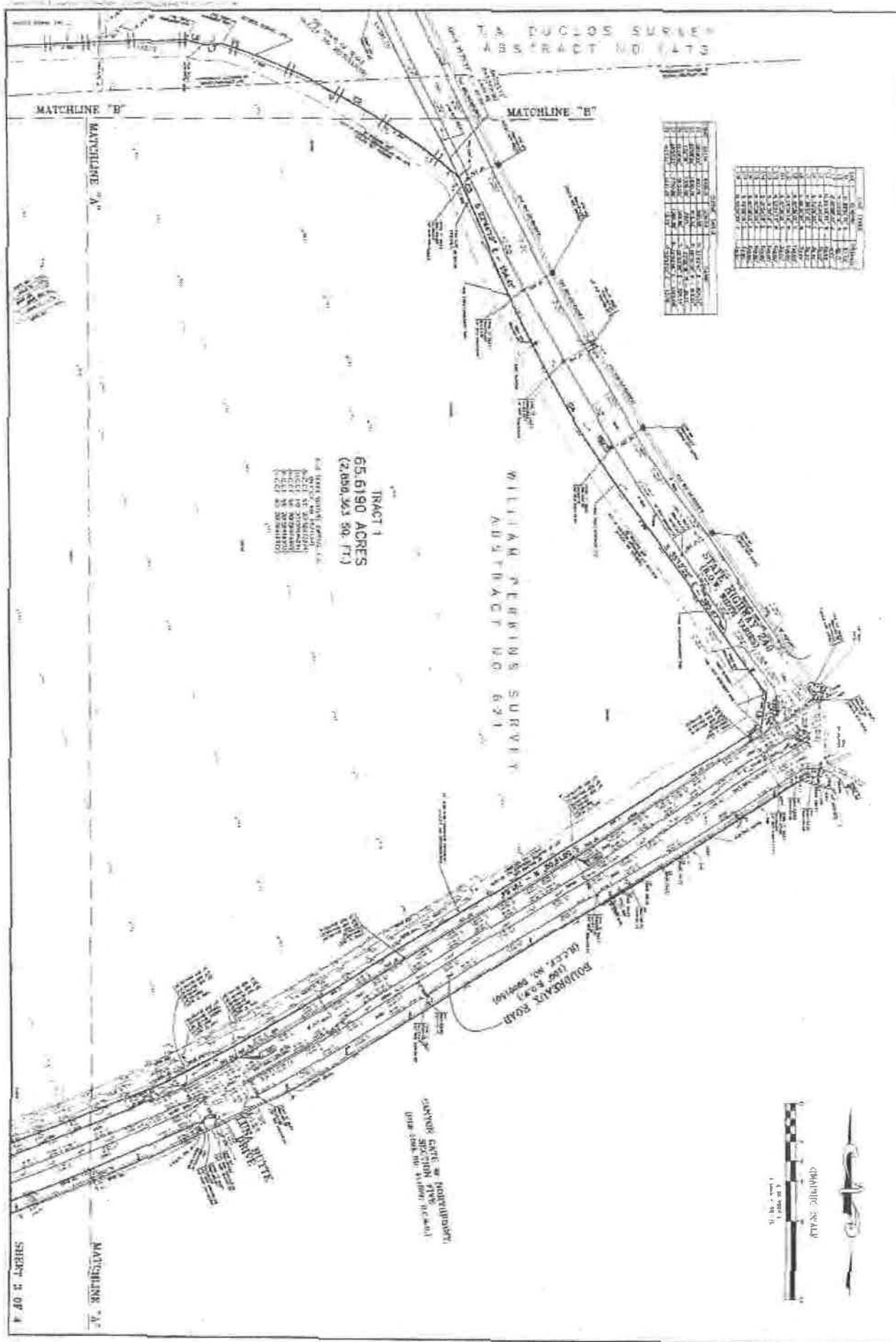
Attachment: Exhibit A - Description of the land to be annexed into the City limits

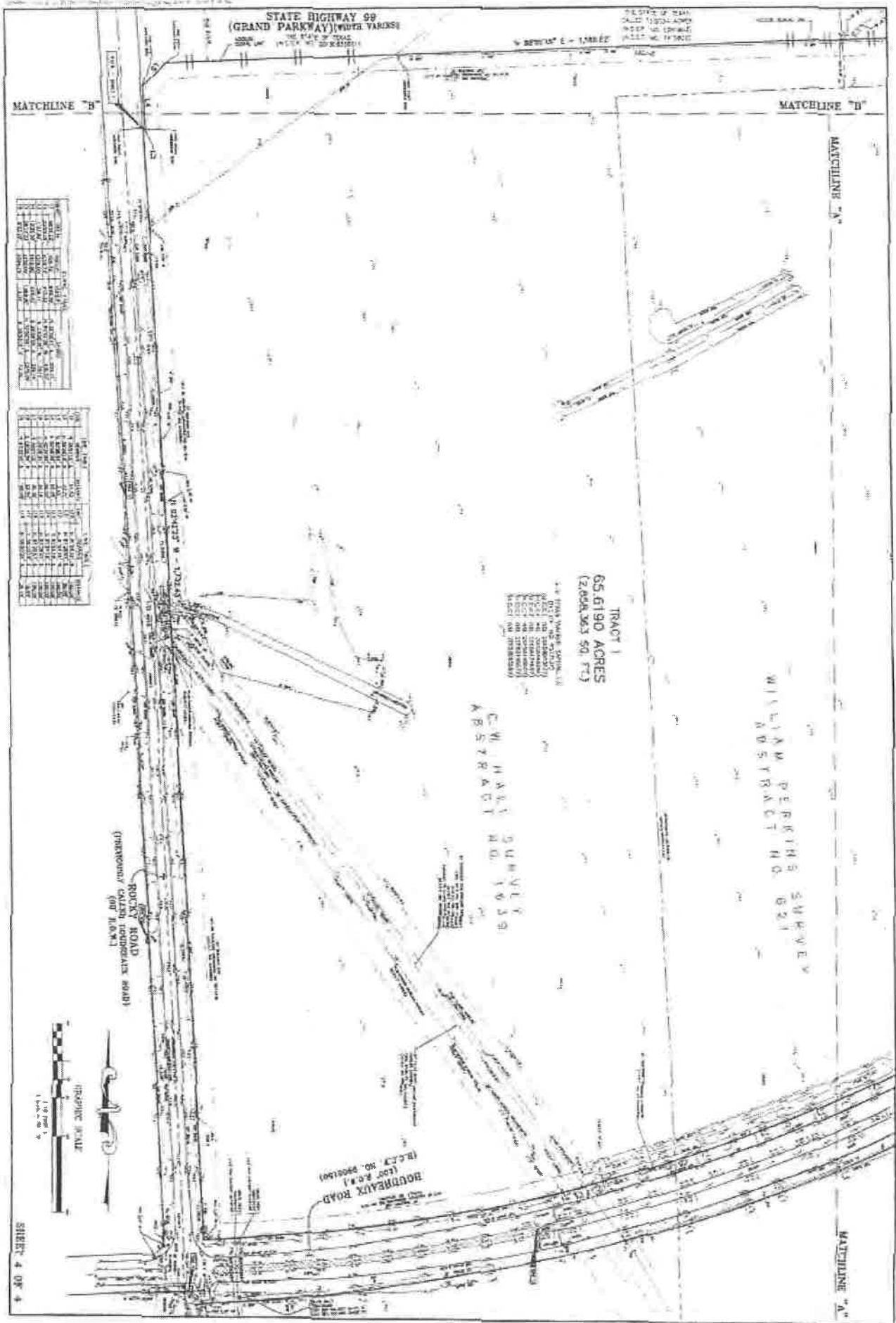
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May 10, 2016

Tract 1

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and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas**

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Note: This metes-and-bounds description was written in conjunction with a survey performed on even date,

COMPILED BY:
TEXAS ENGINEERING AND MAPPING
Civil Engineers - Land Surveyors
Stafford, Texas
Firm Registration No. 10119000
Job No. 356-181
356-181_South_Traet_R1.doc




Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776

CERTIFICATE OF LIENHOLDER'S CONSENT

FROST BANK, a Texas state bank, being a lienholder on land proposed to be included within the corporate boundaries of CITY OF TOMBALL, TEXAS, which land is described by metes and bounds on Exhibit A attached hereto, hereby consents to the annexation of said land into the City of Tomball, Texas. Furthermore, Frost Bank hereby authorizes A-K 133 HWY 249-GRAND PARKWAY, L.P., A Texas limited partnership, to take any and all administrative actions necessary and convenient to accomplish the annexation of the subject property into the City of Tomball city limits, including but not limited to the filing of additional or supplemental petitions with the City of Tomball and offering such documentation and testimony as is deemed necessary in order to annex said property into the city limits of the City of Tomball, Texas.

WITNESS MY HAND, this 18 day of January, 2017.

FROST BANK, a Texas state bank

By: Kenneth E. Johnson
Name: Kenneth E. Johnson
Title: Market President

THE STATE OF TEXAS

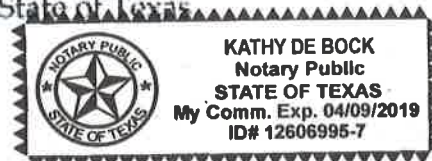
COUNTY OF HARRIS

§
§
§

This instrument was acknowledged before me on the 18th day of JANUARY, 2017, by KENNETH E. JOHNSON, MARKET PRESIDENT of FROST BANK, a Texas state bank, on behalf of said bank.

Kathy De Bock
Notary Public, State of Texas

(NOTARY SEAL)



Attachment: Exhibit A - Description of the land to be annexed into the City limits

[illegible]

Date		Time		Location		Weather		Wind		Sea		Visibility		Temperature		Humidity		Pressure		Barometer		Compass		Log					
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
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Form No. 100 (10/1/64)		4444 10011 King, Inc.		Filing Date: 10/1/64	
Name of Corporation		10011 King, Inc.		10011 King, Inc.	
1	State of Incorporation	2	City or County of Incorporation	3	State of Incorporation
4	10011 King, Inc.	5	10011 King, Inc.	6	10011 King, Inc.
7	10011 King, Inc.	8	10011 King, Inc.	9	10011 King, Inc.
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1. Einleitung

2. Grundlagen der Wirtschaftsinformatik

3. Die Wirtschaftsinformatik als interdisziplinäre Wissenschaft

4. Die Wirtschaftsinformatik als Managementwissenschaft

5. Die Wirtschaftsinformatik als Ingenieurwissenschaft

6. Die Wirtschaftsinformatik als Sozialwissenschaft

7. Die Wirtschaftsinformatik als Rechtswissenschaft

8. Die Wirtschaftsinformatik als Pädagogik

9. Die Wirtschaftsinformatik als Kunst

10. Die Wirtschaftsinformatik als Philosophie

11. Die Wirtschaftsinformatik als Religion

12. Die Wirtschaftsinformatik als Politik

13. Die Wirtschaftsinformatik als Ethik

14. Die Wirtschaftsinformatik als Ökonomie

15. Die Wirtschaftsinformatik als Soziologie

16. Die Wirtschaftsinformatik als Psychologie

17. Die Wirtschaftsinformatik als Biologie

18. Die Wirtschaftsinformatik als Chemie

19. Die Wirtschaftsinformatik als Physik

20. Die Wirtschaftsinformatik als Astronomie

21. Die Wirtschaftsinformatik als Geographie

22. Die Wirtschaftsinformatik als Meteorologie

23. Die Wirtschaftsinformatik als Botanik

24. Die Wirtschaftsinformatik als Zoologie

25. Die Wirtschaftsinformatik als Medizin

26. Die Wirtschaftsinformatik als Zahnmedizin

27. Die Wirtschaftsinformatik als Tiermedizin

28. Die Wirtschaftsinformatik als Pflanzenbau

29. Die Wirtschaftsinformatik als Tierhaltung

30. Die Wirtschaftsinformatik als Fischerei

31. Die Wirtschaftsinformatik als Jagd

32. Die Wirtschaftsinformatik als Sport

33. Die Wirtschaftsinformatik als Kunst

34. Die Wirtschaftsinformatik als Musik

35. Die Wirtschaftsinformatik als Literatur

36. Die Wirtschaftsinformatik als Theater

37. Die Wirtschaftsinformatik als Film

38. Die Wirtschaftsinformatik als Fernsehen

39. Die Wirtschaftsinformatik als Radio

40. Die Wirtschaftsinformatik als Internet

41. Die Wirtschaftsinformatik als E-Mail

42. Die Wirtschaftsinformatik als Weblog

43. Die Wirtschaftsinformatik als Podcast

44. Die Wirtschaftsinformatik als YouTube

45. Die Wirtschaftsinformatik als Facebook

46. Die Wirtschaftsinformatik als Twitter

47. Die Wirtschaftsinformatik als LinkedIn

48. Die Wirtschaftsinformatik als Xing

49. Die Wirtschaftsinformatik als MySpace

50. Die Wirtschaftsinformatik als Last.fm

51. Die Wirtschaftsinformatik als SoundCloud

52. Die Wirtschaftsinformatik als Bandcamp

53. Die Wirtschaftsinformatik als iTunes

54. Die Wirtschaftsinformatik als Amazon

55. Die Wirtschaftsinformatik als eBay

56. Die Wirtschaftsinformatik als Etsy

57. Die Wirtschaftsinformatik als Poshmark

58. Die Wirtschaftsinformatik als Depop

59. Die Wirtschaftsinformatik als Vintage

60. Die Wirtschaftsinformatik als Poshmark

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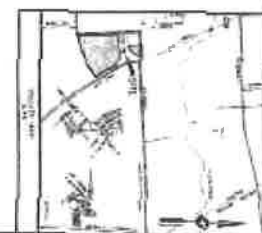
97. Die Wirtschaftsinformatik als Depop

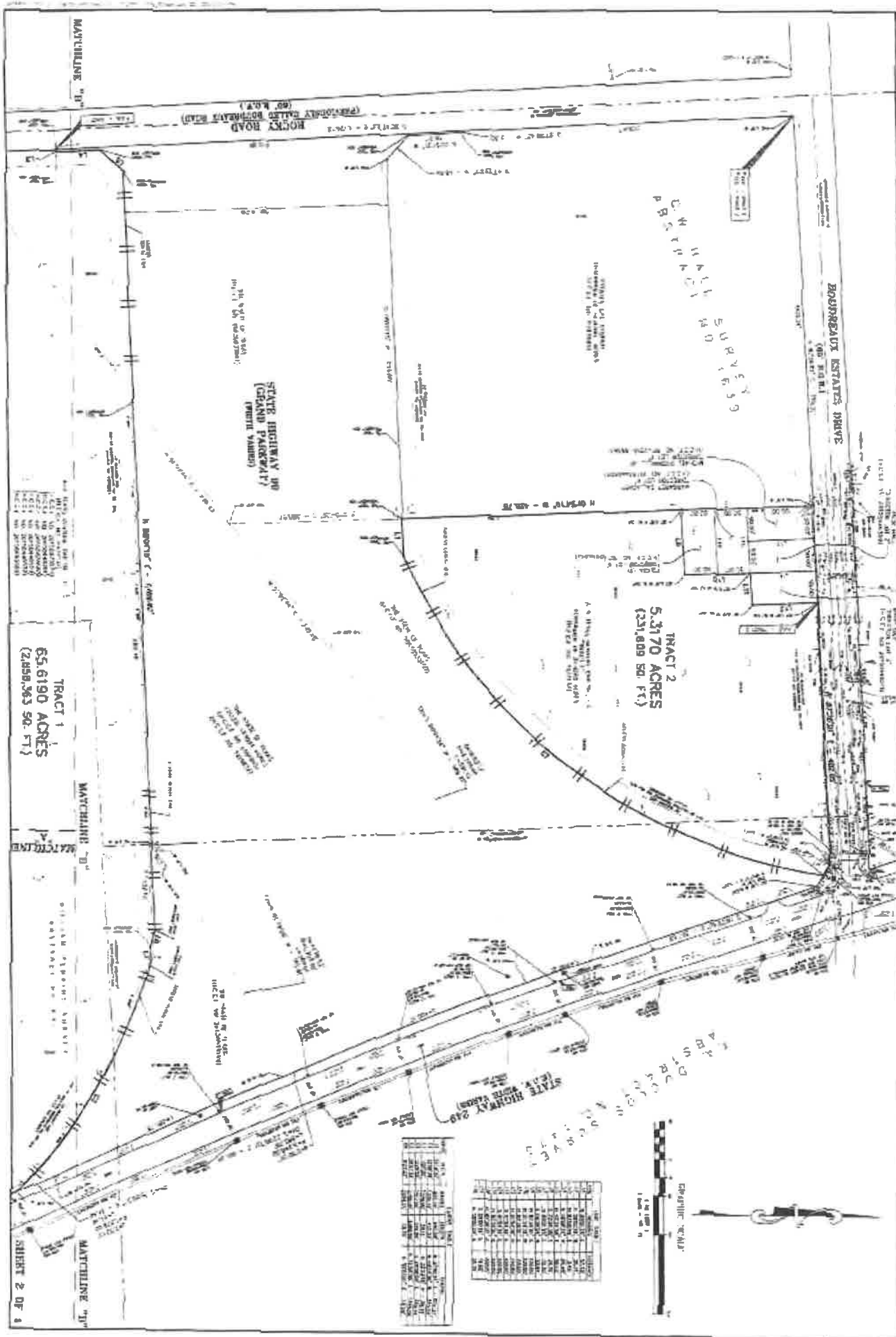
98. Die Wirtschaftsinformatik als Vintage

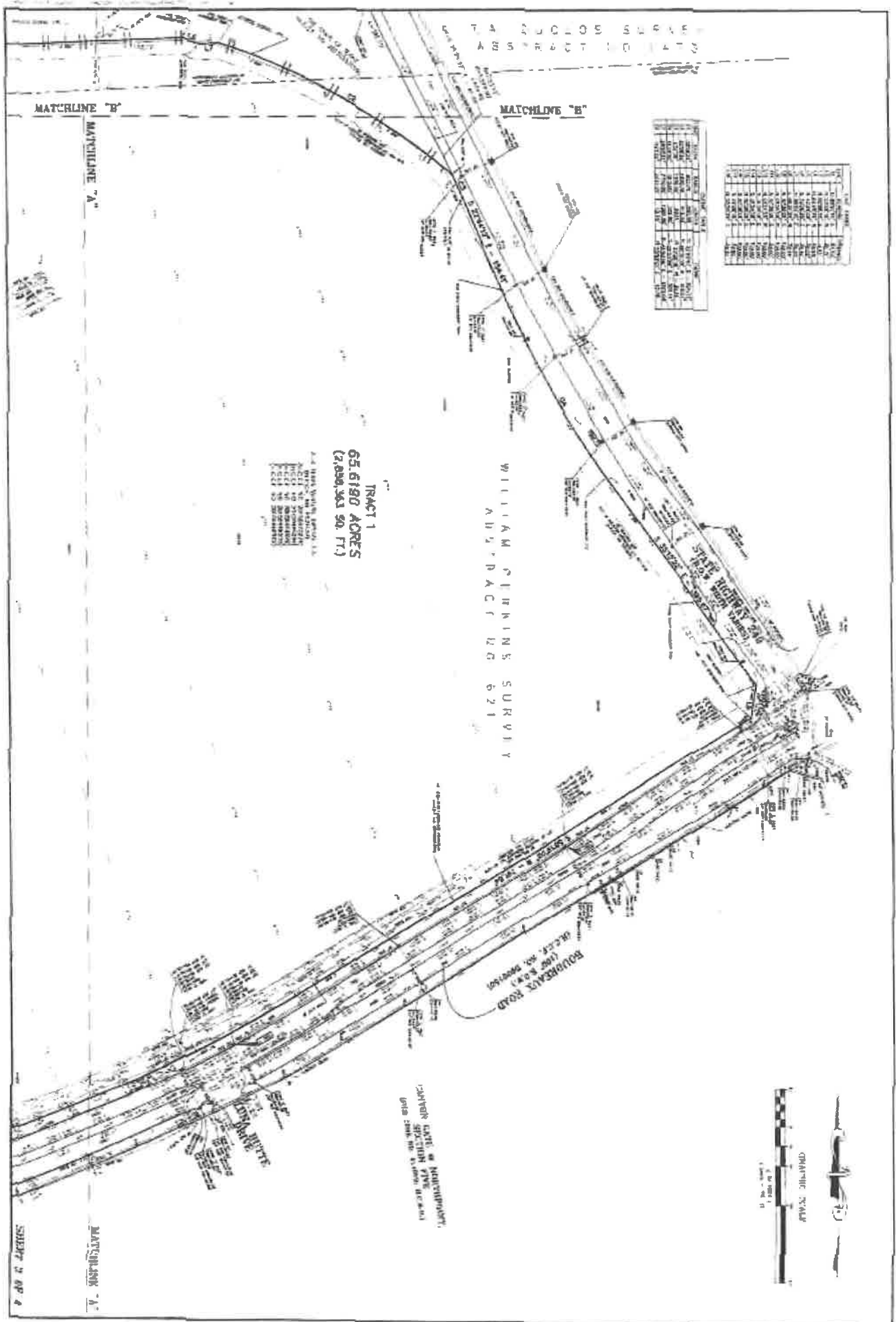
99. Die Wirtschaftsinformatik als Poshmark

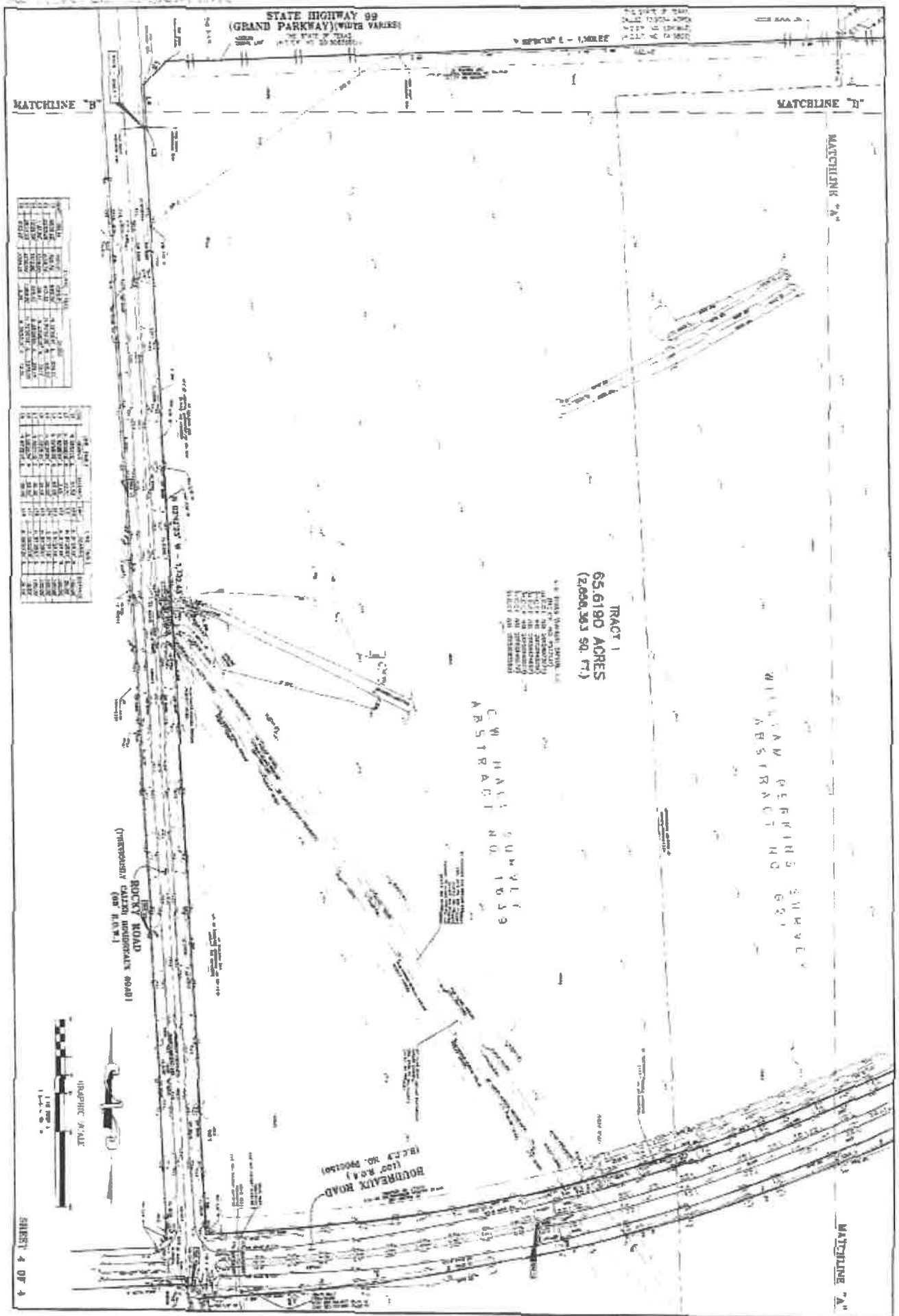
100. Die Wirtschaftsinformatik als Depop

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May 10, 2016

Tract 1

**65.6190 acres of land in the William Perkins Survey, Abstract No. 621,
the T. A. Duclos Survey, Abstract No. 1473,
and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas**

A FIELD NOTE DESCRIPTION of 65.6190 acres (2,858,363 square feet) of land in the Williams Perkins Survey, Abstract No. 621, in the T. A. Duclos Survey, Abstract No. 1473, and in the C. W. Hall Survey, Abstract No. 1639, Harris County, Texas; said 65.6190 acre tract of land being several tracts of land conveyed to A-K Venture Capital, L.C., as recorded in Harris County Clerk's File Nos. P577137, 20150073274, 20150446291, 20150424692, 20150446503, 20150446572 and 20150085560; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE at a 5/8-inch iron rod found at the intersection of the south right-of-way line of Boudreaux Estates Drive (previously called Boudreaux Road, 60 feet wide) with the east right-of-way line of Rocky Road (previously called Boudreaux Road, 60 feet wide) for the northwest corner of a 14.8700 acre tract of land conveyed to Greater Life Church, as recorded in Harris County Clerk's File No. P747894;

THENCE, South 02° 42' 23" East with the east right-of-way line of said Rocky Road, at a distance of 508.47 pass a point at the intersection of the east right-of-way line of said Rocky Road with the north right-of-way line of State Highway 99 (Grand Parkway, right-of-way width varies), as recorded in Harris County Clerk's File No. 20130635661 and continuing for a total distance of 1,125.13 feet to a TXDOT monument disk found at the intersection of the east right-of-way line of said Rocky Road with the south right-of-way line of said State Highway 99 for a northwest corner and the POINT OF BEGINNING of this tract;

THENCE, North 87° 08' 44" East - 3.45 feet with a south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an interior corner of this tract;

THENCE, North 02° 28' 32" West - 66.98 feet with an east right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 42° 34' 59" East - 50.02 feet with the southeast right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 88° 01' 15" East - 1,169.62 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, South 73° 26' 35" East - 26.19 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for an angle point of this tract;

THENCE, North 88° 01' 15" East - 30.30 feet with the south right-of-way line of said State Highway 99 to a TXDOT monument disk found for the beginning of a non-tangent curve to the right;

THENCE, in a southeasterly direction with the south right-of-way line of said State Highway 99 and with said non-tangent curve to the right having a radius of 1,030.79 feet, a central angle of $22^{\circ} 58' 29''$, a length of 413.33 feet and a chord bearing South $60^{\circ} 10' 38''$ East - 410.57 feet to a 5/8-inch iron rod found in the southwest right-of-way line of State Highway 249 (width varies) for the northeast corner of this tract:

THENCE, in a southeasterly direction with the southwest right-of-way line of said State Highway 249 and with a non-tangent curve to the right having a radius of 1,379.00 feet, a central angle of $01^{\circ} 37' 30''$, a length of 39.11 feet and a chord bearing South $23^{\circ} 20' 16''$ East - 39.11 feet to a 5/8-inch iron rod with cap stamped "T.E.A.M." found for the end of said curve:

THENCE, South $22^{\circ} 44' 12''$ East - 154.41 feet with the southwest right-of-way line of said State Highway 249 to a TXDOT monument disk found for a point-of-curvature:

THENCE, in a southeasterly direction with the southwest right-of-way line of said State Highway 249 and with a curve to the left having a radius of 1,512.00 feet, a central angle of $12^{\circ} 29' 50''$, a length of 329.80 feet and a chord bearing South $28^{\circ} 59' 08''$ East - 329.14 feet to a TXDOT monument disk found for the end of said curve:

THENCE, South $35^{\circ} 12' 22''$ East - 395.67 feet with the southwest right-of-way line of said State Highway 249 to a TXDOT monument disk found at the northeast end of a cutback at the intersection of the southwest right-of-way line of said State Highway 249 with the northwest right-of-way line of Boudreaux Road (100 feet wide), as recorded in Harris County Clerk's File No. D900150 for a southeast corner of this tract:

THENCE, South $08^{\circ} 39' 54''$ West - 53.94 feet with said cutback to a TXDOT monument disk found at the southwest end of said cutback for a southeast corner of this tract:

THENCE, South $58^{\circ} 19' 09''$ West - 791.84 feet with the northwest right-of-way line of said Boudreaux Road to a 5/8-inch iron rod found for the beginning of a non-tangent curve to the right:

THENCE, in a westerly direction with the north right-of-way line of said Boudreaux Road and with said non-tangent curve to the right having a radius of 2,750.00 feet, a central angle of $28^{\circ} 57' 23''$, a length of 1,389.80 feet and a chord bearing South $72^{\circ} 50' 56''$ West - 1,375.06 feet to a 5/8-inch iron rod found at the intersection of the north right-of-way line of said Boudreaux Road with the east right-of-way line of said Rocky Road for the southwest corner of this tract:

THENCE, North $02^{\circ} 42' 23''$ West - 1,732.43 feet with the east right-of-way line of said Rocky Road to the POINT OF BEGINNING and containing 65.6190 acres (2,858,363 square feet) of land.

Note: This metes-and-bounds description was written in conjunction with a survey performed on even date.

COMPILED BY:
TEXAS ENGINEERING AND MAPPING
Civil Engineers - Land Surveyors
Stafford, Texas
Firm Registration No. 10119000
Job No. 356-181
356-181_South_Tract_R1.doc




Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776

Regular City Council

Agenda Item

Data Sheet

Meeting Date: February 6, 2017

Topic:

Appoint/Reappoint Members to the Tourism Advisory Committee for Terms Expiring December 5, 2016

Background:

The Tourism Advisory Committee (TAC) consists of nine (9) positions. City residents were appointed to Positions 1, 2, and 3, city business owners or employees were appointed to Positions 4, 5, and 6, and members of the hotel industry were appointed to Positions 7, 8, and 9.

The appointments in each category were made for 1-, 2-, and 3-year terms in order to create staggered expiration dates. The 3-year terms are now expiring and appointments/reappointments must be made for the following positions:

- Representing Tomball Residents: Jeffie Cappadonna - Position 3
- Representing Businesses located within Tomball: Rodney Hutson, M.D. - Position 6
- Representing a Hotel or Motel located within Tomball: Paige Cassel, Holiday Inn - Position 9

Mrs. Cappadonna, Dr. Hutson, and Ms. Cassel have requested reappointment to the Tourism Advisory Committee.

As Mayor, I would like to recommend reappointment of Jeffie Cappadonna, Dr. Rodney Hutson, and Paige Cassel to their respective positions. Nominations for these positions will also be accepted at the Council meeting.

We have no applications from individuals interested in serving on the Tourism Advisory Committee.

Origination:

Mayor

Recommendation:

N/A

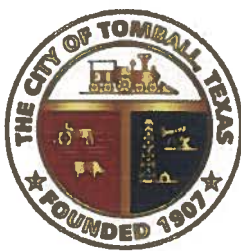
Party(ies) responsible for placing this item on agenda:

City Secretary

| ACTION TAKEN | | |
|--|--|-------|
| Approval
☐ Yes ☐ No | Readings Passed
☐ 1 st ☐ 2 nd | Other |

ATTACHMENTS:

Jeffie Cappadonna Application
Rodney Hutson Application



CITY OF TOMBALL

2010 APPLICATION FOR THE TOURISM ADVISORY COMMITTEE

As an Applicant for the **Tourism Advisory Committee**, your application will be available to the public. All appointments are made by the Tomball City Council. Incumbents whose terms expire are automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. 2010 applications expire on December 31, 2012; a new application will be required in 2013.

Please Type ^{or} Print Clearly:

Date: 11-14-10

Name: Jeffie K. Cappadonna

Phone: 281-351-8949
(Home)

Address: 12727 Zion Rd

Phone: 713-681-0627
(Work)

Email: jk.cappadonna@att.net

713-906-7335 cell

I have lived in Tomball 26 years.

I am ☒ am not ☐ a U.S. Citizen

I am applying as (please check all that apply):

☒

a Tomball Resident, residing within the city limits of Tomball
an Employee, Owner, Officer or Director of a business, other than
a hotel or motel, with offices within the city limits of Tomball
an Employee, Owner, or Officer of a hotel or motel located in the
city limits of Tomball

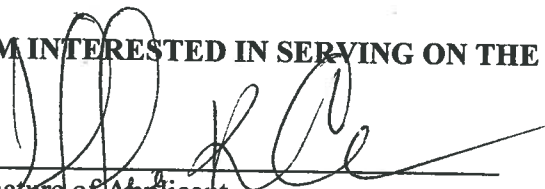
Occupation: I have raised 4 children in Tomball Schools, as a stay
at home mom my husband has become wheelchair bound so I
currently assist him @ work - we have owned Mid-West Electric Co
in Houston since 1974.

Professional and/or Community Activities: TPD - "VIPS" - Tomball Regional Hospital Volunteer
M.D. Anderson's Children's Nat Project Volunteer - Too many school
jobs too list over the year -

Additional Pertinent Information/References: Loyed - Love Tomball!

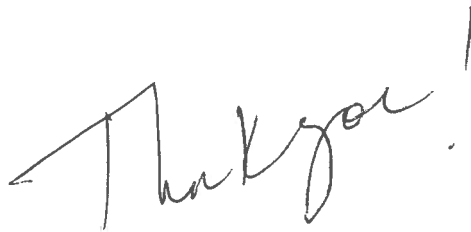
Applications for the Tourism Advisory Committee will be kept on file in the City Secretary's office (281-290-1002) for two years.

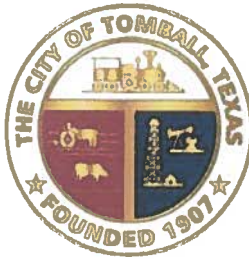
I AM INTERESTED IN SERVING ON THE TOURISM ADVISORY COMMITTEE.


Signature of Applicant

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
dspeer@ci.tomball.tx.us
fax: 281-351-6256





CITY OF TOMBALL

2010 APPLICATION FOR THE TOURISM ADVISORY COMMITTEE

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Please Type or Print Clearly:

Date: 11/16/10

Name: Rodney K. Hutson MD

Phone: 281-356-4305
(Home)

Address: 9431 Rosiz Ln Suite 100
Magnolia, TX 77354

Phone: 281-356-4305
(Work)

Email: RKHUTSON@SBCglobal.net

I have lived in Tomball ___ years.

I am ☒ am not ___ a U.S. Citizen

I am applying as (please check all that apply):

- ☐ a Tomball Resident, residing within the city limits of Tomball
☒ an Employee, Owner, Officer or Director of a business, other than a hotel or motel, with offices within the city limits of Tomball
☐ an Employee, Owner, or Officer of a hotel or motel located in the city limits of Tomball

Occupation: Ophthalmologist (Retired)
Developer/Builder (Active)

Professional and/or Community Activities: CEO/President Hutson Enterprises LLC
Board of Director Downtown Tomball Association, Member Comprehensive
Plan Advisory Committee, City of Tomball, Advisory Committee Livable Centers
Project, Member Tomball Chamber of Commerce
Additional Pertinent Information/References: Business/Property Owner City of
Tomball For 38 years -

Applications for the Tourism Advisory Committee will be kept on file in the City Secretary's office (281-290-1002) for two years.

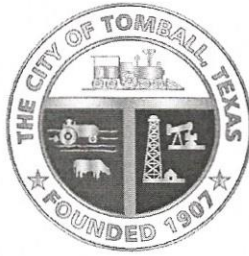
I AM INTERESTED IN SERVING ON THE TOURISM ADVISORY COMMITTEE.

 12/16/10

Signature of Applicant

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
dspeer@ci.tomball.tx.us
fax: 281-351-6256



CITY OF TOMBALL

APPLICATION FOR THE TOURISM ADVISORY COMMITTEE

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Please Type of Print Clearly:

Date: 04/07/15

Name: Paige Cassel

Phone: 832-468-0303

(Home)

Address: 19811 Falcon Hill Court

Phone: 713 832-6391

(Work)

City/State/Zip Cypress Texas 77433

Cell: 832-468-0303

Email: _____

I have lived in Tomball ____ years.

I am ☒ am not ____ a U.S. Citizen

I am applying as (please check all that apply):

- ☐ a Tomball Resident, residing within the city limits of Tomball
☐ an Owner, Officer or Director of a business, other than a hotel or motel,
with offices within the city limits of Tomball
☒ an Employee or Officer of a hotel or motel located in the
city limits of Tomball

Occupation: Director of Sales and marketing /hotellier

Professional and/or Community Activities: Active TBTA member

Additional Pertinent Information/References: _____

Applications for the Tourism Advisory Committee will be kept on file in the City Secretary's office (281-290-1002) for two years.

I AM INTERESTED IN SERVING ON THE TOURISM ADVISORY COMMITTEE.



Signature of Applicant

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
dspeer@ci.tomball.tx.us
fax: 281-351-6256



Board Member Election on Disclosure

An appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular and pager numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during the course of their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary's Office to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary's Office. Only the City Secretary's Office is allowed to disclose the information listed above.

(Please strike through any information that you do not wish to be made accessible to the public)

Please complete the information below and return
to the City Secretary's Office within fourteen days of receipt.

☒ I **DO** elect public access to my: (please indicate items you would like available, if any)

☒ home address

☒ home telephone number

☒ personal email address

☒ cell or pager numbers not paid for by the City

☒ emergency contact information

☒ information that reveals whether I have family members.

☐ I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.

Board Member's Signature

04/07/15

Date

Paige Cassel

Board Member's Printed Name

Regular City Council

Agenda Item

Data Sheet

Meeting Date: February 6, 2017

Topic:

Appoint/Reappoint Members to the City of Tomball Board of Adjustments (BOA), for Terms Expiring March 2, 2017

Background:

The City Council is authorized, under Section 9 of the Zoning Ordinance, to appoint five (5) regular members and up to four (4) alternate members to serve as the Board of Adjustments (BOA). Members of the BOA must be resident citizens of the City of Tomball and serve staggered two-year terms.

The positions currently held by Regular board members Jarmon Wolfe, Billy Hemby, and Brett Tynes, Alternate Position 2, Rocky Pilgrim, and Alternate Position 4, Rob Maxwell will expire on March 2, 2017. Each board member has each expressed his/her interest in being reappointed.

We have no applications on file from individuals interested in serving on the Board of Adjustments.

The current members have provided excellent service for the City as members of the Board of Adjustments. I would like to recommend the re-appointment of the current members; of course, Council may make additional nominations as desired.

Origination:

City Secretary

Recommendation:

As recommended by Mayor Fagan

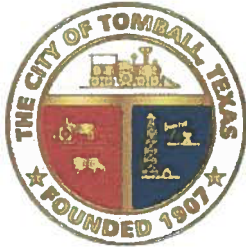
Party(ies) responsible for placing this item on agenda:

City Secretary

| ACTION TAKEN | | |
|--|--|-------|
| Approval
☐ Yes ☐ No | Readings Passed
☐ 1 st ☐ 2 nd | Other |

ATTACHMENTS:

Jarmon Wolfe - Application
Billy Hemby - Application
Brett Tynes - Application
Rocky Pilgrim - Application
Robert Maxwell - Application



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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Please Type or Print Clearly:

Date: 12/5/13

Name: Jarmon Wolfe

Phone: 281-351-9590

Address: _____

(Home)

Phone: 281-220-3575

City/State/Zip Tomball, TX. 77375

(Work)

Cell: _____

Email: jarcarwolfe@comcast.net

I have lived in Tomball 12 years.

I am X am not ____ a U.S. Citizen

NOTE: DTAC Board does not require Tomball residency

Occupation: Care Coordinator, C3 Healthcare Partners

Professional and/or Community Activities: DTAC, Alternate Member BOA

Additional Pertinent Information/References: _____

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office (281-290-1002) for one year.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions

- (1) Planning & Zoning Commission
- (2) Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.
To Be Announced; Evenings

Separate Legal Entities

- () Tomball Economic Development Corporation

Meeting Information

First Wednesday of January, April, July & October, 9 a.m. (special meetings may be called)

- () Tomball Regional Health Foundation

Fourth Wednesday each month, 4 p.m.

Ad Hoc/Advisory Committees

- (3) Downtown Tomball Advisory Committee
- DTAC does not require Tomball residency

Meeting Information

As called

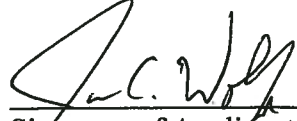
Non-profit Corporation Boards

- () Tomball Legacy Fund, Inc.
- Position 7, Tomball Legacy Fund, does not require Tomball residency

Meeting Information

As called

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.



Signature of Applicant

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375



Board Member Election on Disclosure

An appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular and pager numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

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(Please strike through any information that you do not wish to be made accessible to the public)

**Please complete the information below and return
to the City Secretary's Office within fourteen days of receipt.**

☒ I **DO** elect public access to my: (please indicate items you would like available, if any)

___ home address

☒ home telephone number

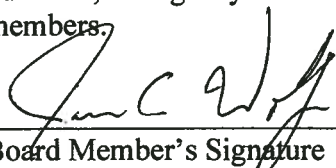
☒ personal email address

___ cell or pager numbers not paid for by the City

___ emergency contact information

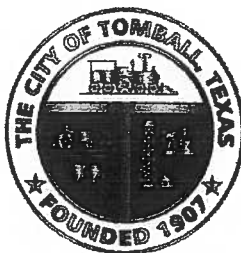
___ information that reveals whether I have family members.

☐ I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.


Board Member's Signature

12/5/13
Date

Jarmon Wolfe
Board Member's Printed Name



CITY OF TOMBALL

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Please Type of Print Clearly:

Date: 3-30-11

Name: Billy Armbry

Phone: _____

Address: _____

Phone: 713-862-6364 (Home)

City/State/Zip Tomball, TX 77375

Phone: _____ (Work)

Email: _____

Cell: _____

I have lived in Tomball 34 years. I am ✓ am not _____ a U.S. Citizen

Occupation: Vice President - Highland Distributions

Professional and/or Community Activities: Northstar HOA Board / HBS&R / Montgomery County Rodeo

Additional Pertinent Information/References: Mary Regan / Bill Webb / Bruce Hillegeist / John Escamilla / Mike Rowley / Danny Hitchcock / Sandy Krug

REC'D

APR 01 2011

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office (281-290-1002) for one year.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions

() Planning & Zoning Commission

☒ Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.

To Be Announced; Evenings

Separate Legal Entities

() Tomball Economic Development Corporation

() Tomball Hospital Board

Meeting Information

First Wednesday of January, April, July & October, 9 a.m. (special meetings may be called)

Fourth Wednesday each month, 4 p.m.

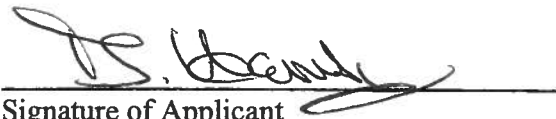
Ad Hoc/Advisory Committees

() Downtown Tomball Advisory Committee

Meeting Information

As called

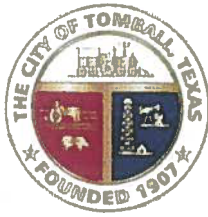
I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.



Signature of Applicant

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375



CITY OF TOMBALL

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Please Type of Print Clearly:

Date: 1-29-2010

Name: Brett Tynes

Phone:

Address: _____

Phone: (281) 516-3870
(Home)
(Work)

City/State/Zip: Tomball, TX 77375

Email: btynes@hiddenvul.com

I have lived in Tomball 12+ years.

I am ☒ am not _____ a U.S. Citizen

Occupation: Investment Manager / Business Owner

Professional and/or Community Activities: Tomball Chamber of Commerce
TISO Re-Alignment Committee, City of Tomball - Board of Adjustments,
Accredited Asset Mgmt Specialist (AAMS), Securities Registrations (7, 63, 66, 8)

Additional Pertinent Information/References: Kean Register - Former City Mgr - Bray TX
Mark Youngjohn - Former CDBG Grant Coord - City of C.S., Dennis
& David Luback - 835 Baker, Preston Addison - Baker Dr - P & Z Commission

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If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions

Meeting Information

() Planning & Zoning Commission

Second Monday each month, 6 p.m.

(1) (✓) Board of Adjustments *Currently serving 2yr term*

To Be Announced; Evenings

Separate Legal Entities

Meeting Information

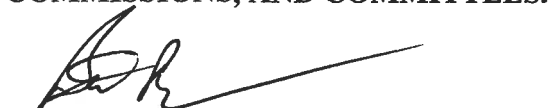
() Tomball Economic Development Corporation

Fourth Tuesday of the Second Month of Each Quarter, 5:30 p.m. (special meetings may be called)

(2) (✓) [?] Tomball Hospital Board *- Possibly Interested
Serving here if needed - Need more info.*

Fourth Wednesday each month, 4 p.m.

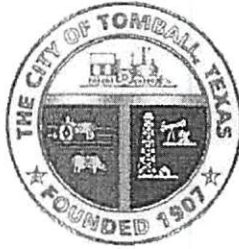
I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.



Signature of Applicant

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375



CITY OF TOMBALL

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Please Type or Print Clearly:

Date: 06 May 12 5 Dec 13

Name: Rocky LeAnn Pilgrim

Phone: n/a

Address: 211 Commerce St.

Phone: _____ (Home)

City/State/Zip Tomball, TX 77375

Phone: _____ (Work)

Cell: _____

Email: _____

I have lived in Tomball 7 years.

I am ☒ am ~~am not~~ a U.S. Citizen

NOTE: DTAC Board does not require Tomball residency

Occupation: Attorney

Professional and/or Community Activities: Active volunteer with Houston Volunteer Lawyers Program; volunteer at SIRE in Hockley (therapeutic riding program for disabled children and adults); adjunct professor for UHD criminal justice program;

volunteer for HLSP Speakers Committee and Special Attractions;
CASA volunteer

Additional Pertinent Information/References: Vitae attached.

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Decision-Making Boards and Commissions

- () Planning & Zoning Commission
(4) Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.
To Be Announced; Evenings

Separate Legal Entities

- (3) Tomball Economic Development Corporation

Meeting Information

First Wednesday of January, April, July & October, 9 a.m. (special meetings may be called)

- () Tomball Hospital Board

Fourth Wednesday each month, 4 p.m.

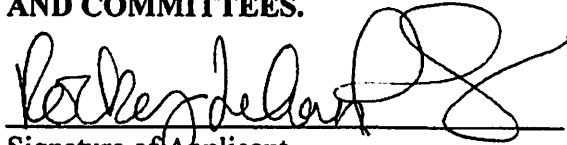
Ad Hoc/Advisory Committees

- (2) Downtown Tomball Advisory Committee
DTAC does not require Tomball residency

Meeting Information

As called

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.



Signature of Applicant

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

ROCKY LEANN PILGRIM PILGRIM LAW OFFICE, P.C.

PRINCIPAL OFFICE:

211 COMMERCE ST.
TOMBALL, TEXAS 77377
281-516-7054 (TEL)
815-642-8745 (FAX)

SATELLITE OFFICE:

202 TRAVIS, STE 205
HOUSTON, TEXAS 77002
rocky@pilgrimlaw.com

CURRICULUM VITAE

ADMISSIONS AND CERTIFICATIONS:

State Bar of Texas

November 2003

EDUCATIONAL BACKGROUND:

Boston College Law School
Juris Doctor

Newton, MA
Aug. 2000 - May 2003

University of Texas – Pan American
Bachelor of Arts, cum laude (Philosophy, English, Pol. Science)

Edinburg, TX
Sept. 1995 - Aug. 1999

Mediation Training (A.A. White Dispute Resolution Center)

April 2007

PROFESSIONAL EXPERIENCE:

Pilgrim Law Office, P.C.
Solo Practitioner

Tomball, TX
Nov. 2003 - present

University of Houston – Downtown
Adjunct Professor (legal courses in criminal justice dept.)

Houston, TX
Jan. 2004 – May 2013

PROFESSIONAL ASSOCIATIONS/ACTIVITIES:

State Bar of Texas (Family Section)

Houston Bar Association (Family Section)

Association of Family and Conciliation Courts (Texas Chapter)

State Bar of Texas Pro Bono College

Phi Kappa Phi (honor society)

Gamma Beta Phi (honor/service society)

VOLUNTEER/COMMUNITY OUTREACH

Houston Volunteer Lawyers Association (Equal Access Champion as volunteer lawyer)
Child Advocates, Inc. (volunteer as guardian ad litem and special events)
Houston Bar Association – Speaker’s Bureau Committee
SIRE-Houston’s Therapeutic Equestrian Center (Board of Directors, volunteer)
Houston Livestock Show and Rodeo (Speaker’s Committee, Special Attractions)
City of Tomball, Board of Adjustments (alternate)

PUBLICATIONS:

Jon Sorensen & Rocky Pilgrim, *DEATH BY LETHAL INJECTION: CAPITAL PUNISHMENT IN TEXAS DURING THE MODERN ERA* (University of Texas Press) (2006).

Jon Sorensen, Don Wallace & Rocky Pilgrim, *Empirical Studies on Race and Death-Sentencing: A Decade After the GAO Report*, 37 CRIM. LAW BULLETIN 395 (2001).

Jon Sorensen & Rocky Pilgrim, *An Actuarial Risk Assessment of Violence Posed by Capital Murder Defendants*, 90 J. CRIM. LAW & CRIM. 1251 (2000).

PRESENTATIONS:

Measuring Capriciousness in Capital Punishment Systems, with J. Sorensen. Paper presented at SWACJ 2004, Houston.

What We Know about Capital Punishment: How Recent Empirical Evidence from Texas Challenges Criminological Wisdom, with J. Sorensen. Paper presented at ASC 2003, Denver.

Identifying Death Penalty Cases that Represent the “Worst of the Worst”, with J. Sorensen. Paper presented at ACJS 2003, Boston.

How Jurors Think About “Dangerousness”, with J. Sorensen. Paper presented at the conference, “The Law and Politics and the Death Penalty: Abolition, Moratorium or Reform?,” sponsored by the Wayne Morse Center for Law and Politics, University of Oregon, Eugene, March 2002.

Predicting Prison Violence: A Comparison of Logistic Regression-Based and Proportional Hazard Models, with J. Sorensen. Paper presented at ACJS 2000, New Orleans.

Jury Deliberations Relating to Future Dangerousness, with J. Sorensen. Paper presented at ASC 1999, Toronto.

Assessing the Risk of Future Dangerousness Posed by Capital Defendants, with J. Sorensen. Paper presented at ACJS 1999, Orlando.



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Please Type of Print Clearly: _____ Date: July 14, 2014

Name: Robert A. Maxwell, P.E. _____ Phone: (832)761-5042

Address: _____ Phone: (281) 363-4039 (Home)

City/State/Zip Tomball, Texas 77375 _____ Cell: _____ (Work)

Email: RMaxwell@jonescarter.com _____

I have lived in Tomball 10 months ~~years~~. I am X am not ____ a U.S. Citizen

NOTE: DTAC Board does not require Tomball residency

Occupation: Professional Engineer - Civil

Professional and/or Community Activities: See attached Resume

Additional Pertinent Information/References: [See attached Resume](#)

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Decision-Making Boards and Commissions

- ([3](#)) Planning & Zoning Commission
([2](#)) Board of Adjustments

Meeting Information

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To Be Announced; Evenings

Separate Legal Entities

- ([1](#)) Tomball Economic Development Corporation

() Tomball Hospital Board

Meeting Information

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Fourth Wednesday each month, 4 p.m.

Ad Hoc/Advisory Committees

- () Downtown Tomball Advisory Committee
[DTAC does not require Tomball residency](#)

Meeting Information

As called

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.



Signature of Applicant

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

ROBERT A. MAXWELL, P.E.

Tomball, Texas 77375
Cell

Mr. Maxwell's Professional Engineering experience includes the performance of program management, feasibility studies, schematic planning, long range planning, preliminary engineering, final design, construction administration, and construction management for public works and infrastructure. He has provided professional engineering and construction services to TxDOT, Harris County Toll Road Authority, Freight Railroads, Montgomery County, City of Houston, City of Pasadena, Harris County and other numerous other governmental agencies.

EDUCATION

Bachelor of Science Technology
Construction Management, University of Houston

PROFESSIONAL REGISTRATIONS

Licensed Professional Engineer, Texas

EMPLOYMENT HISTORY

Jones & Carter, Inc., The Woodlands, Texas

Vice President Transportation – Responsible for the Operations, Business Development and Recruiting for the firmwide Transportation Business Unit.

CH2M Hill, Houston, Texas, March 2013 to December 2013

Mr. Maxwell served as the Deputy Program Manager for the General Engineering Consultancy Program for Grand Parkway (SH 99) Segments F-1, F-2 and G across Harris and Montgomery Counties. The total value of the program is \$1.043 Billion. Mr. Maxwell's team provided public information, design and construction oversight. The Developer is responsible for the Design-Build Contract including the construction of 38 miles of new location toll road with major interchanges at US 290, SH 249, I-45, Hardy Toll Road, and US 59.

Jacobs Engineering Group Inc., Houston, Texas, July 2011 to March 2013

Program Manager – Primary responsibility was Business Development within the greater Houston region. Also served as Program Manager for the Lone Star Rail District Commuter Rail System in Austin and San Antonio and Project Manager for multiple TxDOT contracts for TxDOT Houston District.

Jones & Carter, Inc., The Woodlands, Texas – 2007 to 2011

Practice Leader, Transportation – Responsible for creating the transportation division's strategic plan; securing new projects; developing new client relationships; coaching and mentoring staff; and enhancing revenue by improving best practices for contracting, invoicing and accounts payable.

HNTB Corporation, Houston, Texas – 1991 to May 2007

Developed Client Service Plan for City of Houston identifying strategies and defining goals and objectives in a clear and concise manner. Elements of the plan included assigning responsibilities for client service team members, setting time-bound measurable objectives and leading quarterly team meetings. This focused client service approach resulted in winning projects from Public Works & Engineering four consecutive years. Additional responsibilities included facilitating business development training for the Department Managers and Senior Staff in order to meet primary growth objectives for the HNTB Houston office.

Project Manager for several public agencies including TxDOT, Harris County Toll Road Authority, City of Houston, Houston Belt & Terminal Railroad, Texas Turnpike Authority, and Montgomery County. Duties also included the coaching and mentoring of junior staff.

COMMUNITY SERVICE

Board Member, Leadership North Houston (2012 to present)
Chairman, Leadership North Houston, Board of Directors (2011 to 2012)
Chairman, Finance Committee, Klein United Methodist Church (2010 to 2012)
Chairman, North Houston Association Transportation Committee (2005 to 2010)
Chairman, Board of Trustees, Klein United Methodist Church (2006 – 2008)
Member, GTACC Governmental Affairs Committee
Member, GTACC Mobility Committee
Member, North Houston Association Transportation Committee
Member, American Consulting Engineering Companies Houston
Member, State Highway 36A Coalition
Vice Chair, Transportation Advocacy for Houston Local Options Funding Committee
Youth Sponsor, Klein United Methodist Church, UMARMY Camps
Scoutmaster Emeritus, BSA Troop 878

LEADERSHIP DEVELOPMENT

Relationship Based Sales - Jacobs
Leadership North Houston, Class 16, 2010-2011
Texas Council of Engineering Companies, Leadership Class of 2009
Practice Building – HNTB
Contracts and Negotiations – HNTB
Pre-Selection Process - HNTB
Understanding Client Needs – HNTB
Coaching and Mentoring – HNTB
Effective Interviewing – HNTB
Young Professional Career Development – HNTB
Project Work Planning – HNTB
Project Management Principles, Tools, and Process – HNTB

AWARDS

North Houston Association, 2010 Compass Award
Scoutmaster Award of Merit, 2009
Texas Public Works Association 2006 Public Works Project of the Year

PERSONAL

DOB: November 17, 1960
Married for 28 years to Sharon Maxwell
Two adult children
Enjoy camping, golf and photography
Republican

Regular City Council

Agenda Item

Data Sheet

Meeting Date: February 6, 2017

Topic:

Approve Amendments to Long-Term Use Agreement between the City of Tomball and Tomball Farmers Market Allowing Tomball Farmers Market to Use City of Tomball Property Located at 105-A Cherry Street

Background:

The Tomball Farmers Market has approached the City of Tomball with a request to amend the use of the City's parking facility at 105-A Cherry Street for the Saturday Tomball Farmer Market events, due to the growing popularity of the event and the need for additional space.

The Tomball Farmers Market operates every Saturday, year-round, from 9:00 a.m. to 1:00 p.m., except during the two Tomball Sister City German Festivals. It has proven to be a popular shopping experience in the downtown area.

Attached is a draft agreement for Council review and consideration.

The proposed agreement addresses the City's Strategic Plan in the focus areas of Community Basics and Building our Economy.

Origination:

Tomball Farmers Market

Recommendation:

N/A

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

City Secretary

ACTION TAKEN

| Approval
☐ Yes ☐ No | Readings Passed
☐ 1 st ☐ 2 nd | Other |
|---|---|--------------|
|---|---|--------------|

ATTACHMENTS:

Draft Agreement between COT and TFM - Clean

Draft Agreement between COT and TFM - Redlined

TFM Map

TFM Insurance Certificate

FACILITY USE AGREEMENT BETWEEN THE CITY OF TOMBALL AND THE TOMBALL FARMERS MARKET

This Facility Use Agreement (“Agreement”) is made and entered into this 6th day of February 2017 by and between the City of Tomball (“City”) and the Tomball Farmers Market (“TFM”), a Texas nonprofit corporation.

WHEREAS, the City is the owner of the City Parking Lot, located at 105-A Cherry Street, Tomball, Texas (“Site”); and

WHEREAS, the City and the TFM agree that the TFM is an independent contractor with respect to the services provided pursuant to this agreement, nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto; and

WHEREAS, it is in the City’s and the public’s interest to allow TFM to use the City Parking Lot property, referenced as the “Site”, for operation of the Tomball Farmers Market, subject to the terms specified within this Agreement;

NOW THEREFORE, in consideration of the promises and commitments made herein, the sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Premises. The City hereby agrees to allow TFM to use the Site, graphically depicted on Exhibit “A”, a copy of which is attached and incorporated by this reference, for the sole purpose of operating a farmers market upon the following terms and conditions.
2. Term. For planning purposes, this Agreement shall be deemed in full force and effect as of the date of execution. The use permitted under this Agreement shall be on the dates and times specified herein. This Agreement may be renewed for additional one-year terms upon written, mutual agreement between the City and TFM.
3. Use. TFM shall use said Premises for the sole purpose of operating a farmers market. All other uses are expressly prohibited without the prior written consent of the City Manager.

Parking for vendors will be located at 105-A Cherry Street, as designated by TFM, in order to provide adequate parking for customers.

Products to be sold at the farmers market include, but are not limited to, fresh farm, organic and local products; processed farm, organic and local foods; baked goods and grain products; artisan/craft products; trees or plants; and distribution of educational and free informational or promotional items.

4. Improvements and Alterations. TFM shall make no alterations or improvements to or upon the Premises, or install any fixtures (other than trade fixtures which can be removed

without injury to the Premises) without first obtaining written approval from the City Manager or his designee.

5. **Dates and Hours of Operation.** The TFM shall have use of the Site beginning February 6, 2017 and continuing through December 31, 2017; thereafter, the TFM shall have use of the Site beginning January 1 and ending December 31 of each year, with the exception of the dates for the two Tomball Sister City German Festivals, during which time the City-owned property will be unavailable for use by the TFM. Such use shall be between the hours of 9:00 a.m. and 1:00 p.m. on Saturdays. Times may be adjusted by TFM as needed with written notification to City.
 - a) Market season is expected to begin in January and continue through December of each year.
 - b) General. The City agrees the Site shall be available two (2) hours prior to the times established above for set-up purposes. The TFM agrees to clean up and vacate the Site no later than two (2) hours after the stated time of the market as referenced previously.
6. **Rental Fees.** In executing this Agreement, the parties expressly agree and affirm that the use permitted herein is without charge.
7. **Duties of the TFM.**
 - a) The TFM agrees to include in its vendor guidelines and market promotion that the farmers' market will adhere to the City's policy of no smoking in city parks and public facilities.
 - b) The TFM agrees to give local farmers priority in taking part in the farmers market.
 - c) The TFM is responsible for obtaining all permits, certificates and licenses necessary to operate a farmers market.
 - d) The TFM is responsible for all operation and management duties, including but not limited to:
 - setting up and closing the market;
 - putting up signs and banners;
 - removing trash and debris;
 - managing the number of vendors and their stall positions;
 - collecting fees;
 - providing all necessary labor, materials, equipment and supplies;
 - resolving issues such as prices, stall locations, eligible foods/products, etc.;
 - complying will all federal, state, and local laws, ordinances and regulations, applicable to operating a farmers market;
 - enforcing guidelines; and
 - marketing the Tomball Farmers Market.

- c) The TFM understands that this agreement and the terms described above solely cover the use of the Site for the specified days for the farmers market. Any additional uses of the Site will be subject to rental fees.
8. Indemnification/Hold Harmless. TFM shall defend, indemnify and hold harmless the City of Tomball, its officers, officials, employees and volunteers from and against any and all claims, injuries, damages, suits including reasonable attorneys' fees, actions or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of Site facility or premises or from any activity, work or thing done, permitted, or suffered by User in or about the facility or premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Tomball.
9. Insurance. The TFM shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the Site facility or premises. The TFM shall provide a certificate of insurance evidencing:
- General Liability insurance covering premises, products-completed operations and contractual liability. The City shall be named as an insured on the TFM's General Liability insurance policy. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- The insurance policy shall contain, or be endorsed to contain that the TFM's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the TFM's insurance and not contribute with it.
- The TFM shall provide a certificate of insurance evidencing the required insurance before using the facility or premises.
10. Assignment. This agreement may not be assigned or transferred without the written approval of the City.
11. Discrimination Prohibited. In all services or activities and all hiring or employment made possible by or resulting from this Agreement, there shall be no discrimination against any employee or applicant for participation in the farmers market operation because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status, sexual orientation, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, in the selection and retention of employees or procurement of materials or supplies. TFM shall observe and fully comply with any and all applicable federal, state, or local law or regulations regarding non-discrimination.

Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination, or suspension, in whole or in part of the Agreement by the City, and may result in ineligibility for further City agreements. The TFM will also comply with other anti-discrimination laws or requirements of any and all jurisdictions having authority.

12. Compliance with All Laws and Regulations. In using the Premises, TFM will comply with all applicable laws, ordinances, and regulations from any and all authorities having jurisdiction. The TFM specifically agrees to comply and pay all costs associated with achieving such compliance without any notice from the City, and further agrees that the City of Tomball does not waive this section by giving notice of demand for compliance in any instance.

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

13. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
14. Captions. The captions in this Agreement are for convenience only and do not in any way limit or amplify particular provisions.
15. Notice. Any notice or information required or permitted to be given to the parties under this Agreement may be sent to the following addresses unless otherwise specified in a subsequent written directive:

City of Tomball
George Shackelford, City Manager
401 Market Street
Tomball TX 77375

Tomball Farmers Market
Michelle Bundy, General Manager
14090 FM 2920 Suite G163
Tomball TX 77377

16. Termination. Either party to this agreement may, after thirty days’ written notice to the other, may terminate the agreement.

The City may suspend or terminate the Agreement due to emergency circumstances as defined by the City at its sole discretion.

The City may suspend any farmers market(s) due to the need to access City-owned property for other uses with fourteen (14) days’ written notice to the TFM.

17. Governing Law. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Texas. Venue for any claims that might flow from this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.
16. Severability. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
17. Entire Agreement. By signing below the City of Tomball and the TFM understand and concur to this Agreement. This Agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the TFM. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

IN WITNESS WHEREOF, the City and the TFM have executed this Agreement the date and year indicated.

CITY OF TOMBALL

TOMBALL FARMERS MARKET

George Shackelford, City Manager
Date: _____

_____, President
Date: _____

Exhibit “A”

**FACILITY USE AGREEMENT BETWEEN THE CITY OF TOMBALL
AND THE TOMBALL FARMERS MARKET**

This Facility Use Agreement (“Agreement”) is made and entered into this ~~2nd~~ 6th day of ~~September~~ February 2017~~4~~ by and between the City of Tomball (“City”) and the Tomball Farmers Market (“TFM”), a Texas nonprofit corporation.

WHEREAS, the City is the owner of the City Parking Lot, located at 105-A Cherry Street, Tomball, Texas (“Site”); and

WHEREAS, the City and the TFM agree that the TFM is an independent contractor with respect to the services provided pursuant to this agreement, nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto; and

WHEREAS, it is in the City’s and the public’s interest to allow TFM to use the City Parking Lot property, referenced as the “Site”, for operation of the Tomball Farmers Market, subject to the terms specified within this Agreement;

NOW THEREFORE, in consideration of the promises and commitments made herein, the sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Premises. The City hereby agrees to allow TFM to use the Site, graphically depicted on Exhibit “A”, a copy of which is attached and incorporated by this reference, for the sole purpose of operating a farmers market upon the following terms and conditions.
2. Term. For planning purposes, this Agreement shall be deemed in full force and effect as of the date of execution. The use permitted under this Agreement shall be on the dates and times specified herein. This Agreement may be renewed for additional one-year terms upon written, mutual agreement between the City and TFM.
3. Use. TFM shall use said Premises for the sole purpose of operating a farmers market. All other uses are expressly prohibited without the prior written consent of the City Manager.

Parking for vendors will be located at 105-A Cherry Street, as designated by TFM, in order to provide adequate parking for customers.

Products to be sold at the farmers market include, but are not limited to, fresh farm, organic and local products; processed farm, organic and local foods; baked goods and grain products; artisan/craft products; trees or plants; and distribution of educational and free informational or promotional items.

4. Improvements and Alterations. TFM shall make no alterations or improvements to or upon the Premises, or install any fixtures (other than trade fixtures which can be removed

without injury to the Premises) without first obtaining written approval from the City Manager or his designee.

5. Dates and Hours of Operation. The TFM shall have use of the Site beginning ~~October 4~~February 6, 2014~~7~~4 and continuing through December 31, 201~~7~~4; thereafter, the TFM shall have use of the Site beginning January 1 and ending December 31 of each year, with the exception of the dates for the two Tomball Sister City German Festivals, during which time the City-owned property will be unavailable for use by the TFM. Such use shall be between the hours of 9:00 a.m. and 1:00 p.m. on Saturdays. Times may be adjusted by TFM as needed with written notification to City.
 - a) Market season is expected to begin in January and continue through December of each year.
 - b) General. The City agrees the Site shall be available two (2) hours prior to the times established above for set-up purposes. The TFM agrees to clean up and vacate the Site no later than two (2) hours after the stated time of the market as referenced previously.
6. Rental Fees. In executing this Agreement, the parties expressly agree and affirm that the use permitted herein is without charge.
7. Duties of the TFM.
 - a) The TFM agrees to include in its vendor guidelines and market promotion that the farmers' market will adhere to the City's policy of no smoking in city parks and public facilities.
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 - c) The TFM is responsible for obtaining all permits, certificates and licenses necessary to operate a farmers market.
 - d) The TFM is responsible for all operation and management duties, including but not limited to:
 - setting up and closing the market;
 - putting up signs and banners;
 - removing trash and debris;
 - managing the number of vendors and their stall positions;
 - collecting fees;
 - providing all necessary labor, materials, equipment and supplies;
 - resolving issues such as prices, stall locations, eligible foods/products, etc.;
 - complying will all federal, state, and local laws, ordinances and regulations, applicable to operating a farmers market;
 - enforcing guidelines; and
 - marketing the Tomball Farmers Market.

c) The TFM understands that this agreement and the terms described above solely cover the use of the Site for the specified days for the farmers market. Any additional uses of the Site will be subject to rental fees.

8. Indemnification/Hold Harmless. TFM shall defend, indemnify and hold harmless the City of Tomball, its officers, officials, employees and volunteers from and against any and all claims, injuries, damages, suits including reasonable attorneys' fees, actions or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of Site facility or premises or from any activity, work or thing done, permitted, or suffered by User in or about the facility or premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Tomball.
9. Insurance. The TFM shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the Site facility or premises. The TFM shall provide a certificate of insurance evidencing:
- General Liability insurance covering premises, products-completed operations and contractual liability. The City shall be named as an insured on the TFM's General Liability insurance policy. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

The insurance policy shall contain, or be endorsed to contain that the TFM's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the TFM's insurance and not contribute with it.

The TFM shall provide a certificate of insurance evidencing the required insurance before using the facility or premises.

10. Assignment. This agreement may not be assigned or transferred without the written approval of the City.
11. Discrimination Prohibited. In all services or activities and all hiring or employment made possible by or resulting from this Agreement, there shall be no discrimination against any employee or applicant for participation in the farmers market operation because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status, sexual orientation, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, in the selection and retention of employees or procurement of materials or supplies. TFM shall observe and fully comply with any and all applicable federal, state, or local law or regulations regarding non-discrimination.

Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination, or suspension, in whole or in part of the Agreement by the City, and may result in ineligibility for further City agreements. The TFM will also comply with other anti-discrimination laws or requirements of any and all jurisdictions having authority.

12. Compliance with All Laws and Regulations. In using the Premises, TFM will comply with all applicable laws, ordinances, and regulations from any and all authorities having jurisdiction. The TFM specifically agrees to comply and pay all costs associated with achieving such compliance without any notice from the City, and further agrees that the City of Tomball does not waive this section by giving notice of demand for compliance in any instance.

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

13. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
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City of Tomball
George Shackelford, City Manager

401 Market Street

Tomball, TX 77375

Tomball Farmers Market

Lane McCarty Michelle

Bundy, General Manager

14090 FM 2920 Suite G163

Tomball TX 77377

Suite G163

Tomball, TX 77377

Formatted: Indent: Left: 1", Hanging: 3"

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16. Termination. Either party to this agreement may, after thirty days' written notice to the other, may terminate the agreement.

The City may suspend or terminate the Agreement due to emergency circumstances as defined by the City at its sole discretion.

| The City may suspend any farmers market(s) due to the need to access City-owned property for other uses with ~~fourteen~~ (14) days' written notice to the TFM.

17. Governing Law. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Texas. Venue for any claims that might flow from this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.
16. Severability. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
17. Entire Agreement. By signing below the City of Tomball and the TFM understand and concur to this Agreement. This Agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the TFM. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

IN WITNESS WHEREOF, the City and the TFM have executed this Agreement the date and year indicated.

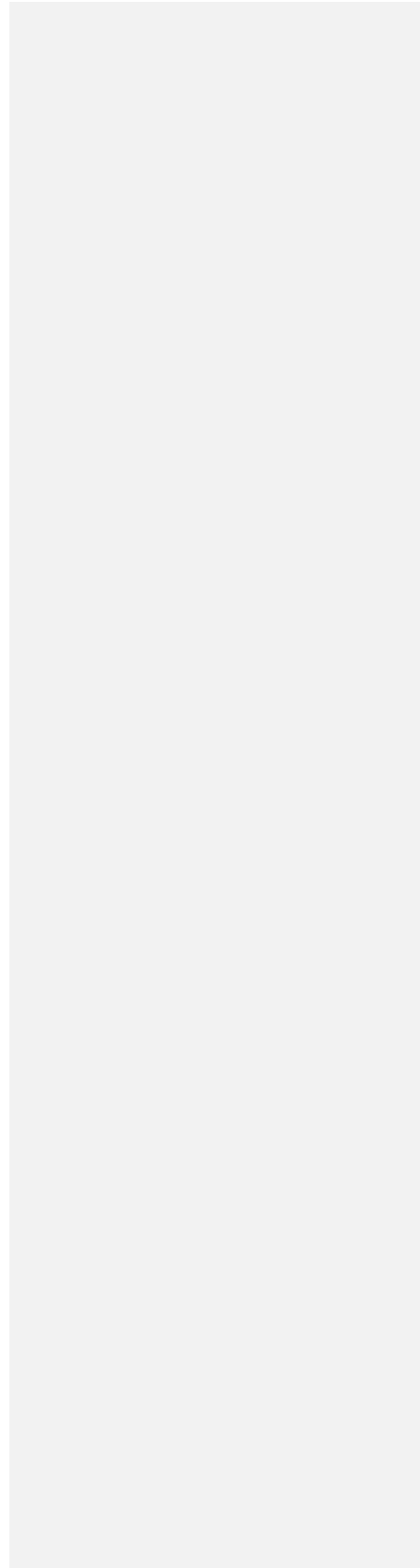
CITY OF TOMBALL

TOMBALL FARMERS MARKET

George Shackelford, City Manager
Date: _____

~~James Moss~~, President
Date: _____

Exhibit “A”



S Walnut St



Parking

Market St

Market St

Market St



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2017

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

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

| | |
|-------------------------|--|
| PRODUCER | CONTACT NAME: Denise Davis |
| TWFG Insurance Services | PHONE (A/C No. Ext): 832-559-1595 |
| Denise Davis | FAX (A/C No.): 866-591-0716 |
| 722 W Main St | E-MAIL ADDRESS: ddavis@twfg.com |
| Tomball, Texas 77375 | INSURER(S) AFFORDING COVERAGE |
| | INSURER A : Penn America Insurance Company |
| | INSURER B : |
| | INSURER C : |
| | INSURER D : |
| | INSURER E : |
| | INSURER F : |

INSURED

Tomball Farmers Market

14090 FM 2920 Rd, Ste G163

Tomball, TX 77377

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|-----------------------|---------------|-------------------------|-------------------------|---|
| A | COMMERCIAL GENERAL LIABILITY | | | MYBXB-O | 1/25/2016 | 1/25/217 | EACH OCCURRENCE |
| | CLAIMS-MADE ☒ OCCUR | | | | | | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) |
| | | | | | | | \$ 100,000 |
| | | | | | | | MED EXP (Any one person) |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | \$ 5,000 |
| | ☒ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PERSONAL & ADV INJURY |
| | OTHER: | | | | | | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE |
| | | | | | | | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG |
| | | | | | | | \$ 1,000,000 |
| | | | | | | | \$ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) |
| | ANY AUTO | | | | | | \$ |
| | OWNED AUTO'S ONLY | | SCHEDULED AUTO'S | | | | BODILY INJURY (Per person) |
| | H RED AUTO'S ONLY | | NON-OWNED AUTO'S ONLY | | | | \$ |
| | | | | | | | BODILY INJURY (Per accident) |
| | | | | | | | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) |
| | | | | | | | \$ |
| | | | | | | | \$ |
| | UMBRELLA LIAB | | | | | | EACH OCCURRENCE |
| | EXCESS LIAB | | | | | | \$ |
| | DED | | | | | | AGGREGATE |
| | RETENTION \$ | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | OTH-ER |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACC DENT |
| | | | | | | | \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE |
| | | | | | | | \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT |
| | | | | | | | \$ |

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

Open Air Farmers Market

| | |
|----------------------|--|
| CERTIFICATE HOLDER | CANCELLATION |
| City of Tomball | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| 401 Market St | |
| Tomball, Texas 77375 | AUTHORIZED REPRESENTATIVE |
| | |

Regular City Council

Agenda Item

Data Sheet

Meeting Date: February 6, 2017

Topic:

Approve Special Event Guidelines for Races and Events held at the Depot that Include Road Closures, Alcohol Sales, and In-Kind Donations

Background:

Special Events: Any organized activity or event and open to the general public that involves the use of, or having an impact upon, public property, facilities, public parks, sidewalks, or street areas in the City of Tomball require prior approval and must meet certain requirements for consideration.

Races: Timed foot races, bicycle races, race walking, wheelchair racing, rollerblading, marathons, jogging events and any other competitive events that occur on a public street in the City of Tomball require prior approval and must meet certain requirements for consideration, including approval by Tomball City Council.

NOTE: color runs and nighttime runs will not be considered

Origination:

Denise Fiore Mike Baxter

Recommendation:

Approve

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

Denise Fiore Mike Baxter

| ACTION TAKEN | | |
|--|--|-------|
| Approval
☐ Yes ☐ No | Readings Passed
☐ 1 st ☐ 2 nd | Other |

ATTACHMENTS:

Race Guidelines

Event Guidelines

5K In-kind expenses

Event In-Kind Expenses

5K Runner Chart



RACE GUIDELINES & APPLICATION

CITY OF TOMBALL, TEXAS

Effective Date: Upon City Council Approval

INTRODUCTION: Timed foot races, bicycle races, race walking, wheelchair racing, rollerblading, marathons, jogging events and any other competitive events that occur on a public street in the City of Tomball require prior approval and must meet certain requirements for consideration, including approval by Tomball City Council. NOTE: color runs and nighttime runs will not be considered.

PROCEDURES: There are a several steps necessary before any non-city staged event may take place. Those include, but are not limited to, the following:

1. Races involving the City's downtown 5K course or similar route must confirm a minimum of 150 registered participants in order to be considered. Walks involving the City's 1 mile route must confirm a minimum of 50 participants in order to be considered.
2. A fee equal to the actual cost of city services to host the race will be required of all for-profit organizations and paid ten days prior to the event.

Non-profit organizations may request city services as an in-kind donation, but must still meet the minimum participant requirements. For profit organizations are not eligible for in-kind consideration.

Any non-profit organization failing to meet the minimum participant requirement will not be allowed to stage similar events in the future.
3. The race application (see attached) must be submitted at least 90 days prior to the event.
4. A meeting will be scheduled with the Tomball Events Team (representatives of Tomball Police, Fire, Public Works, Marketing and Northwest EMS) to discuss the merits and feasibility of the proposed event. The applicant is required to be at this meeting to answer questions regarding the application. Failure to show will result in the event being cancelled by the City of Tomball.
5. If approved by the Tomball Events Team, the proposed race will be presented to City Council for final approval. The applicant is required to be at this meeting to answer questions regarding the application if necessary.
6. Race events must take place between the hours of 8:00 a.m. and 12:00 p.m. on Saturday or Sunday only.
7. Ten days prior to the event, proof of general liability insurance (\$1,000,000 minimum) must be provided by the race organizer naming the City of Tomball as additional insured.
8. Event coordinators must provide their own volunteers and race contractors to work the start and finish lines, staging areas, sponsor booths, warm up and nutrition areas, water stations along the route, general clean-up at start/finish/along the route, and more.
9. Failure to comply with the guidelines above will preclude applicant from staging future events.

For additional information, or to submit a race application, please contact:

Denise Fiore - Community Events Coordinator

City of Tomball

401 Market Street

Tomball, Texas 77375

281-351-5484 | dfiore@tomballtx.gov



RACE APPLICATION

CITY OF TOMBALL, TEXAS | 401 Market Street | Tomball, Texas 77375 | 281-351-5484

An application to stage a race within the City of Tomball shall be filed with the Community Events Coordinator at least 90 days prior to the event. This application is not to be construed as authorizing or agreeing to any race until formally approved by Tomball City Council. Only races of 5K or less will be considered.

Date: _____

Request for permission to use public streets for the following type of event (please check one):

Bicycle Race ____ Foot Race ____ Race Walking ____ Jogging Event ____ Other (specify) _____

1. Event title: _____
2. Sponsoring entity: _____
3. Is this organization based in Tomball: Yes ____ No ____
4. Is this organization *non-profit* ____ or *for-profit* ____ **Current proof of non-profit stature required*
5. Contact: _____ Phone: _____
6. Contact address: _____
7. Contact email: _____
8. Event date: _____
9. Event times: Start _____ Finish _____ Set-up _____ Breakdown _____
10. Is this event for charity? Yes ____ No ____
11. If yes, what charity? _____ Tax ID _____
12. On-site contact: _____ Mobile Phone: _____
13. Estimated number of registered participants: Run _____ Walk _____ Bicycle _____
14. Is this event open to the public: Yes ____ No ____
15. How much is the registration fee: \$ _____ NA ____
16. Time at which participants will begin to assemble: _____
17. The applicant will defend and hold harmless the City of Tomball from all claims, demands, actions or causes of action, of whatsoever nature or character, arising out of or by reason of the conduct of the activity authorized by such application including attorney fees and expenses.
Initial _____
18. The applicant will provide proof of general liability insurance for the event naming the City of Tomball as additional insured.
Initial _____
19. Name of insurance carrier: _____

20. Which of the following services are requested in support of this event:

| | |
|---|--|
| _____ Police: | Start time _____ to End time _____ |
| _____ Fire: | Start time _____ to End time _____ |
| _____ Public Works: | Start time _____ to End Time: _____ |
| _____ Marketing: | Start time _____ to End time: _____ |
| _____ Community Center: | Start time _____ to End time _____ |
| _____ Street closures/barricades: | Start time _____ to End time _____ |
| _____ Trash containers/dumpsters: | Start time _____ to End time _____ |
| _____ Restroom facilities/portacans: | Start time _____ to End time _____ |
| _____ EMS services: | Must be contracted separately at Northwest EMS |
| _____ Other: | _____ |
| | _____ |
| | _____ |

Signature: _____

Denise Fiore - Community Events Coordinator
City of Tomball
401 Market Street
Tomball, Texas 77375
281-351-5484
Email - dfiore@tomballtx.gov

FOR OFFICIAL USE - Deposit required: Yes ____ No ____ Amount Due: \$ _____



SPECIAL EVENT GUIDELINES & APPLICATION

CITY OF TOMBALL, TEXAS

Effective Date:

INTRODUCTION: Any organized activity or event and open to the general public that involves the use of, or having an impact upon, public property, facilities, public parks, sidewalks, or street areas in the City of Tomball require prior approval and must meet certain requirements for consideration.

PROCEDURES: Several procedures and guidelines must be followed before any non-city staged event may take place. Those include, but are not limited to, the following:

1. A completed Special Event application must be submitted to the Tomball Department of Marketing & Tourism at least 180 days prior to any proposed festival or event. Tomball City Council approval is required if event meets one of the following criteria: sale of alcohol, street closures or contains a request for in-kind donations from the City of Tomball.
2. A written proposal must accompany the application. The proposal should include the overall event concept, a detailed site map, a list of planned activities, hours of operation, proposed vendors, food and beverage, entertainment and any other relevant aspects of the event.
3. If a charity is involved, or is the beneficiary of funds raised, information about the charity needs to be included as a part of the application process, as well as proof of non-profit status.
4. A fee equal to the actual cost of city services to host the event will be required of for-profit event planners to be paid no less than ten business days before the event. Non-profit organizations may request city services as an in-kind donation.
5. A meeting will be scheduled with the Tomball Events Team (representatives of Tomball Police, Fire, Public Works, Marketing and Northwest EMS) to discuss the merits and feasibility of the proposed event. The applicant is required to be at this meeting to answer questions regarding the application. Failure to attend will result in the event being cancelled by the City of Tomball.
6. If approved by the Tomball Events Team, the proposed event will be presented to City Council for final approval. The applicant is required to be at this meeting to answer questions regarding the application if necessary.
7. Ten days prior to the event, proof of general liability insurance (\$1,000,000 minimum) must be provided by the event organizer naming the City of Tomball as additional insured.
8. Event coordinators must provide their own volunteers or staff; oversee food and beverage permits, vendors, site clean-up and other aspects of staging a festival/special event.
9. Failure to comply with the guidelines listed above will preclude applicant from staging future events.

For additional information, or to submit an event application, please contact:

Denise Fiore - Community Events Coordinator
City of Tomball
401 Market Street
Tomball, Texas 77375
281-351-5484 | Email - dfiore@tomballtx.gov



SPECIAL EVENT APPLICATION

CITY OF TOMBALL, TEXAS | 401 Market Street | Tomball, Texas 77375 | 281-351-5484

An application to stage an event within the City of Tomball shall be filed with the Community Events Coordinator at least 180 days prior to the event. This application is not to be construed as authorizing or agreeing to any event until formally approved by Tomball City Council.

Date: _____ Is this event Co-City sponsored? Yes ___ No ___

Request for permission to use a public venue for the following type of event (please check one):

Festival ___ Community Event ___ Arts & Crafts Event ___ Music Event ___ Other (specify) _____

1. Event title: _____
2. Sponsoring entity: _____
3. Is this organization based in Tomball: Yes ___ No ___
4. Is this organization *non-profit* ___ or *for-profit* ___ *Attach 501 (c) (3) tax exemption if applicable
5. Contact: _____ Phone: _____
6. Contact address: _____
7. Contact email: _____
8. Event date: _____
9. Event times: Start _____ Finish _____ Set-up _____ Breakdown _____
10. Is this event for charity? Yes ___ No ___
11. If yes, what charity? _____ Tax ID _____
12. On-site contact: _____ Mobile Phone: _____
13. Estimated number of attendees: _____
14. Detailed site map in attached: Yes ___ No ___
15. Is this event open to the public: Yes ___ No ___
16. Admission fee: \$ _____ Free ___
17. Time at which event staff will begin to arrive: _____
18. The applicant will defend and hold harmless the City of Tomball from all claims, demands, actions or causes of action, of whatsoever nature or character, arising out of or by reason of the conduct of the activity authorized by such application including attorney fees and expenses.
Initial _____
19. The applicant will provide proof of general liability insurance for the event naming the City of Tomball as additional insured.
Initial _____
20. Name of insurance carrier: _____

Signature: _____

FOR OFFICIAL USE - Fee required: Yes ___ No ___ Amount Due: \$ _____

Additional information concerning 5K Fun Runs

The cost for City resources is approximately \$2524.

This is the breakdown:

Public Works \$351

Fire Depart. \$300

Police Depart. \$1873

Additional information concerning Festivals at the Depot

The cost for City resources is approximately \$651.00

This is the breakdown:

| | |
|--------------|----------|
| Public Works | \$351.00 |
|--------------|----------|

| | |
|------------|----------|
| Fire Dept. | \$300.00 |
|------------|----------|

2016 5K In-Kind Support

| Organization | Number of Runners |
|--------------------------|-------------------|
| Salem Lutheran Church | 33 |
| Tomball Pregnancy Center | 129 |
| Woodforest Foundation | 130 |