

C 76122  
3014-1146

**BUFFALO POINTE REIMBURSEMENT AGREEMENT  
BY AND AMONG HARRIS COUNTY REDEVELOPMENT AUTHORITY,  
REINVESTMENT ZONE NUMBER 24, CITY OF HOUSTON, TEXAS  
AND THE CITY OF HOUSTON**

This Reimbursement Agreement (this "Agreement") is made and entered into by and among **Harris County Redevelopment Authority**, a nonprofit local government corporation organized and existing under the laws of the State of Texas (the "Authority"), **Reinvestment Zone Number 24, City of Houston, Texas**, a reinvestment zone organized and existing under the laws of the State of Texas (the "Zone"), and the **City of Houston**, a Texas home-rule municipal corporation (the "City"). The Authority, the Zone and the City are referred to herein collectively as the "Parties" and individually as a "Party."

**ARTICLE I  
RECITALS**

By City Ordinance No. 2012-1048, adopted December 12, 2012, the City designated the Zone pursuant to the TIRZ Act and appointed a Board of Directors for the Zone (the "Zone Board"); and

Pursuant to the TIRZ Act, the Zone Board submitted the final Project Plan and Reinvestment Zone Financing Plan for the Zone to the City Council for its approval (as approved, and as it may be amended from time to time in accordance with the TIRZ Act, the "Plan"), and by City Ordinance No. 2014-690, adopted on July 9, 2014, the City approved the Plan; and

Pursuant to the TIRZ Act, the Zone and the City have contracted with the Authority to provide for, among other things, the administration, management and operation of the Zone; and

The TIRZ Act provides that the Zone may enter into agreements as the Zone Board considers necessary or convenient to implement the Plan and achieve its purposes.

The tract of land described on Exhibit B attached hereto is included within the boundaries of the Zone (the "Development").

The City intends to construct the Public Improvements shown in Exhibit A attached hereto, the costs of which constitute Project Costs (as defined herein).

The Parties wish to proceed with the construction of Public Improvements so that the subject Development may be developed and improved .

The Authority and the Zone hereby find and determine that the construction of the Public Improvements and the development of the Project will achieve the purposes of the TIRZ Act and the Plan.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, and subject to the conditions herein set forth, the Zone, the Authority, and the City hereby agree as follows:

**ARTICLE II  
DEFINITIONS AND TERMS**

“Base Value” means the total market value of all real property within boundaries of the Development as of January 1, 2014, as established by HCAD, without regard to open space, timber and wildlife, agricultural or any other special valuations.

“Business Day” means any day which is not a Saturday, Sunday or a federal holiday.

“Captured Appraised Value” for any year means the total taxable value of all real property taxable by the Taxing Units and located within the Development for such year less the Base Value.

“Development” means that real property described in Exhibit B.

“Development Tax Increment” for any year means the amount of property taxes paid on the Captured Appraised Value of the Development. The Development Tax Increment may be comingled with other funds of the Authority provided that a separate accounting is kept of the amount committed to the City.

“Final Inspection Certificate” means a document substantially in the form and to the effect set forth in Exhibit E (or such other form and effect as may be approved by the City), executed by a registered professional engineer licensed by the State and engaged by the City to administer the construction and installation of Public Improvements.

“HCAD” means the Harris County Appraisal District.

“Incremental Inspection Certificate” means a document substantially in the form and to the effect set forth in Exhibit D (or such other form and effect as may be approved by the City), executed by a registered professional engineer licensed by the State and engaged by the City to administer the construction and installation of Public Improvements.

“Offsite Improvements” means the Public Improvements located outside the boundaries of the Development as described in Exhibit A.

“Onsite Improvements” means the Public Improvements located within the boundaries of the Development as described in Exhibit A.

“Payment Cap” means Three Million Five Hundred Thousand and No/Dollars (\$3,500,000.00).

“Plan” means the Project Plan and Reinvestment Zone Financing Plan of the Zone adopted by the Zone Board and approved by the City Council of the City in accordance with the TIRZ Act, as amended from time to time.

“Project Costs” has the meaning given such term in the TIRZ Act.

“Public Improvements” has the meaning set forth in Article III, Section A hereof as described in Exhibit A, consisting of the Onsite Improvements and the Offsite Improvements, all in accordance with the Plan, and the design standards approved by the Public Works Director.

“Public Improvements Costs” means eligible Project Costs of the Public Improvements as set out in Article III, Section B hereof.

“Public Works Director” means the Director of the Department of Public Works and Engineering of the City.

“Reimbursement Amount” for any year means the amount of the eligible Public Improvements Costs up to 65% of the Development Tax Increment in accordance with Article IV, Section A hereof, without regard to any future abatement or rebate (pursuant to an economic development agreement, abatement or otherwise) of any portion of such taxes granted by a Taxing Unit.

“Reimbursement Request” means a request in the form attached hereto as Exhibit C submitted to the Authority in accordance with Article IV, Section A hereof.

“Target Date” means January 1, 2020, the date by which the guaranteed increase in Target Value and completion of all Public Improvements must be achieved.

“Target Value” means the Development Tax Increment in the amount of One Hundred Forty Three Million and No/Dollars (\$143,000,000).

“Tax Increment” has the meaning set forth in Section 311.012, Texas Tax Code, as applied to the Zone.

“Taxing Units” means only the County and the Harris County Flood Control District.

“TIRZ Act” means Chapter 311, Texas Tax Code, as amended, or any successor statute.

“Tri-Party Agreement” means the agreement between the City, the Authority and the Zone relating to the implementation of the Plan by the Authority on behalf of the City and the Zone.

“Valuation Failure” means a failure of the Development Tax Increment to achieve or exceed the Target Value on or before the Target Date based on the valuation established by HCAD.

“Zone” means Reinvestment Zone Number Twenty-Four, City of Houston, Texas, a reinvestment zone created by the City pursuant to the TIRZ Act.

“Zone Board” means the Board of Directors of the Zone.

**ARTICLE III**  
**PUBLIC IMPROVEMENTS AND PUBLIC IMPROVEMENTS COSTS**

A. The Public Improvements. The City intends to design, finance, construct and install the Public Improvements. The City, in its sole discretion, will determine the timing, phasing and sequencing of the design, construction, installation and financing of the Public Improvements, but in all events in a manner that will achieve completion by the Target Date. Prior to the Target Date, the City must submit to the Authority a Final Inspection Certificate. The City shall obtain and maintain all licenses, permits, and other governmental approvals and consents required by local, Texas or federal law and regulations for the construction of the Public Improvements to be constructed by the City pursuant to this Agreement. All such Public Improvements shall be constructed in accordance with the terms of this Agreement.

B. Public Improvements Costs. "Public Improvements Costs" are defined as the actual hard construction costs of the Public Improvements described on Exhibit A to be approved by the Authority. Public Improvements Costs will be based on actual costs incurred by the City.

C. Design. The City shall cause all plans and specifications for the Public Improvements to be approved by the Public Works Director in accordance with applicable City ordinances governing the construction of public utilities within the City.

D. Rights-of-Way. The City shall cause to be dedicated or conveyed to the City (1) all easements and rights-of-way over property owned by the City and required to construct, install, operate, and maintain the Public Improvements acquired, constructed, or installed by the City, and (2) all lift station sites and other property required to construct, install, operate, or maintain the Public Improvements acquired, constructed, or installed by the City.

E. Offsite Improvements. The Offsite Improvements consist principally of the construction of a sanitary sewer line within the Holmes Road right-of-way between Buffalo Speedway and Knight Road, and related improvements, outside the Development, as shown on Exhibit A. The City agrees to commence construction of the Offsite Improvements, and to prosecute such construction diligently to completion, in a single phase or in multiple phases, as determined by the City in its sole discretion, subject to reimbursement as provided in Article IV, Section A.

**ARTICLE IV**  
**REIMBURSEMENTS**

A. Reimbursement. In consideration for the construction of the Public Improvements by the City, the Authority shall reimburse the City for a portion not to exceed 1/3 of all eligible and paid Public Improvements Costs up to the Payment Cap. The City shall have no right to payment hereunder out of any funds of the Authority or the Zone other than out of the Development Tax Increment, but not to exceed the Reimbursement Amount and the Payment Cap.

Every year on or before March 1, the City shall submit to the Authority, for the review and approval of the Authority, Reimbursement Requests evidencing paid expenditures of Public Improvement Costs together with an Incremental Inspection Certificate. The Authority, on behalf

of the Zone, shall reimburse the City for the Public Improvement Costs set forth in any approved Reimbursement Requests within thirty (30) days of receipt of the Development Tax Increment each year; provided, however that the Authority's and the Zone's obligations to pay such amounts in any year shall be limited to the Reimbursement Amount for such year. Any unreimbursed amounts shall be paid by the Authority from subsequent Development Tax Increment as received, prior to reimbursement of Public Improvement Costs for subsequent years. The City, shall have no right to payment hereunder out of any funds of the Authority or the Zone other than the Development Tax Increment, subject to the Reimbursement Amount and the Payment Cap.

B. Ineligible Costs. The Authority and the Zone shall not be obligated to reimburse the City for any Project Costs that may be determined to be ineligible under TIRZ Act, by the Attorney General of the State of Texas or a court of law with competent jurisdiction. In the event that a Project Cost is determined to be ineligible under TIRZ Act, after the Authority has reimbursed the City for the Project Cost in accordance with this Agreement, the amount of the ineligible Project Cost reimbursed by the Authority shall be offset against future reimbursements owed to the City by the Authority, or, if no further reimbursements are to be made, the City shall reimburse the Authority for the ineligible Project Cost reimbursement within 30 days after receipt of an invoice from the Authority. Any interest paid by the City, among other items, is ineligible.

C. Authority Audit Rights. The Authority shall have the right to audit the books and records of the City upon thirty (30) days written notice to the City. At the discretion of the Authority, any such audit shall be performed by the Authority or by outside firms at Authority expense. The City's cooperation shall include, but not be limited to, access to all City books, records, contracts, spreadsheets, correspondence, and documents, in whatever form, that are applicable to the Public Improvements Costs. Each year the City shall furnish complete copies of the audited financial statements of the City, including auditor's opinion and footnotes, to the Authority within 135 days of the City's fiscal year end.

D. Review. The Authority agrees to maintain adequate records and documentation supporting its calculation of the Reimbursement Amount, and the City and its duly authorized representatives have the right, upon reasonable notice, to review such records at any reasonable time. The Authority and the City agree to negotiate in good faith to resolve any disputes regarding the Reimbursement Amount.

E. Computation of Tax Increment. After receiving each certified assessment roll for the Zone, and each certified adjustment to the roll, of taxable property comprising or situated on the Development the Authority shall calculate the captured appraised value, as defined in Section 311.012, Texas Tax Code, of the Development. Upon written request, the Authority shall provide to the City a copy of each certified roll of taxable property comprising or situated on the Development and shall cooperate with the City in correcting any roll as required to reflect the assessed value of all taxable property comprising or situated on the Development.

F. Covenants Regarding Increment. The Authority and the Zone covenant and agree that they will, as authorized under by TIRZ Act, continuously collect the Tax Increment during the term of this Agreement in the manner and to the maximum extent permitted by applicable law.

G. Capital Improvement Budget. The City estimates that the total Public Improvements Costs will not exceed the total amount specified in Exhibit A by more than the amount of cost contingencies specified therein which in no case may exceed the Payment Cap. The Authority and the Zone hereby adopt, and the City hereby approves, the total Public Improvements Costs specified in Exhibit A as the capital improvement budget of the Authority and the Zone attributable to the Development and the Offsite Improvements. The Authority and the Zone shall not amend or supplement such capital improvement budget unless the amendment or supplement is consistent with the Plan and shall not reduce the Public Improvements or Public Improvements Costs budgeted thereby unless such reduction is approved in writing by the City. For these purposes, the subdivision, aggregation, renaming, or renumbering of identified Public Improvements in the capital improvement budget or the transfer of budget authorization from one Public Improvement to another by the City shall not be considered an amendment thereto.

H. Reconciliation of Accounts. In any year, beginning with calendar year 2016, that the Authority has been determined to have overpaid the City by an amount in excess of 10% of the annual reimbursement actually due, the City will, within 45 days of written notification from the Authority, refund to the Authority the amount of the overpayment. However, should the overpayment by the Authority be less than 10%, then the following year's reimbursement will be reduced by that amount. Alternatively, should it be determined that the Authority underpaid the City by an amount in excess of 10% of the annual reimbursement actually due, then the Authority will, within 45 days of written notification from the City, pay to the City the amount of the underpayment. However, should the underpayment be less than 10% then the following year's reimbursement will be increased by that amount, subject to the Reimbursement Amount and the Payment Cap.

## **ARTICLE V TIME FOR PERFORMANCE; TERMINATION, DEFAULT AND REMEDY**

A. Term. The term of this Agreement shall commence on the Effective Date and shall terminate on September 1 following the termination date of the Zone; unless sooner terminated by mutual agreement of the parties hereto or in accordance with the provisions of this Section. This Agreement shall terminate prior to the tax year ending December 31, 2042, at such time as the sum of the total reimbursements paid by the Authority, on behalf of the Zone, to the City pursuant to Article IV, Section A equals the Payment Cap or the City has been fully reimbursed for the Authority's portion of all eligible Public Improvements Costs. Upon such event, this Agreement will automatically be terminated without the requirement of any further action by any Party. If the City fails to perform any material obligation on its part under this Agreement for 30 days after the Authority gives it written notice of such failure requesting that it be cured (a "City Default"), then the Authority may either terminate this Agreement by written notice to the City or allow the City to cure the default as provided below. The Authority's right to terminate this Agreement for a City Default is cumulative of all rights and remedies of the Authority which exist now or in the future.

The City may terminate this Agreement by written notice to the Authority and the Zone only if the Authority or the Zone defaults in observing or performing a material obligation of such entity hereunder and fails to cure the default for 30 days after written notice of such default from the City.

Notwithstanding the termination of this Agreement, the City shall remain obligated to the Authority under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.

Notwithstanding the above, the Authority may immediately terminate this Agreement if the City has not commenced construction of one or more of the Public Improvements described on Exhibit A within 5 years from the Effective Date, with such construction proceeding diligently to completion. "Construction" under this paragraph shall mean the commencement of physical work pursuant to a construction contract awarded as provided in this Agreement.

Notwithstanding the above, if the City has not provided written notice to the Authority pursuant to Article XV, Section K and if the City has complied with its duties and obligations pursuant to Article III, Section G, then the City may terminate this Agreement by written notice to the Authority and the Zone and thereafter no provisions of this Agreement, extend beyond such termination.

B. Valuation Failure. Notwithstanding anything herein to the contrary, this Agreement shall immediately terminate without the requirement of any further action by any Party if the certified taxable value of the Development Tax Increment as of the Target Date does not equal or exceed the Target Value unless the Authority grants the City an extension to create additional value to equal or exceed the Target Value

C. Public Improvements Completion Failure. Notwithstanding anything herein to the contrary, this Agreement shall immediately terminate without the requirement of any further action by any Party if the Public Improvements as set out in Exhibit A are not completed by the Target Date.

D. Time is of the Essence. Time is of the essence in the performance of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation, including, without limitation, subject to the City's compliance with all applicable laws, expeditiously processing permits and approvals to facilitate the City's timely procurement of all entitlements required for the Public Improvements.

E. Payment Default. The Authority and the Zone agree that the failure of the Authority and the Zone to reimburse the City pursuant to any approved Reimbursement Requests within thirty days of receipt of the annual Development Tax Increment shall constitute an event of default and that the City is entitled to any and all of the remedies available in paragraph E below or otherwise at law or equity, subject to the terms of Article IVA hereof.

F. General Events of Default. A Party will be deemed in default under this Agreement (which will be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its material commitments, covenants, agreements or obligations hereunder.

Before the failure of any Party to perform its obligations under this Agreement is deemed to be a breach of this Agreement, the Party claiming such failure must notify, in writing, the Party

alleged to have failed to perform of the alleged failure and demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt by the defaulting Party of such notice.

Upon a breach of this Agreement, the non-defaulting Party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement will constitute an election of remedies; and all remedies set forth in this Agreement will be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties has the affirmative obligation to mitigate its damages in the event of a default by the other Party.

In addition to any other right or remedy available to the Parties under this Agreement, in the event of a default or a breach by any Party under this Agreement which continues for 30 days after written notice to the Party alleged to have defaulted or breached and the failure of the Party alleged to have defaulted or breached to cure or diligently proceed to cure such breach to the complaining Party's reasonable satisfaction, the complaining Party shall have the right (but not the obligation), in its sole discretion, to exercise its rights with regards to mandamus, specific performance or mandatory or permanent injunction to require the Party alleged to have defaulted or breached to perform.

## **ARTICLE VI APPLICABLE LAW AND VENUE**

- A. Applicable Law. This Agreement is subject to all applicable state and federal laws, orders, rules, and regulations relating to the Agreement.
- B. Governing Law. This Agreement shall be governed by and construed pursuant to the laws of the State of Texas.
- C. Forum. The forum for any action under or related to this Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.
- D. Venue. The exclusive venue for any action under or related to this Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

## **ARTICLE VII NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY**

- A. No Personal Liability. Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to this Agreement, and the Parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the Authority or the City.



B. No Extension of Liability. The Parties agree that no provision of this Agreement extends the Authority's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.

C. No Waiver of Rights, Defense or Immunity. Neither the execution of this Agreement nor any other conduct of any Party relating to this Agreement shall be considered a waiver by the Authority of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.

D. No Agreement for Arbitration; No Waiver of Jury Trial. Neither the Zone, nor the Authority, nor the City agrees to binding arbitration, nor does any Party waive its right to a jury trial.

### **ARTICLE VIII CONTRACT CONSTRUCTION**

A. This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.

B. The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.

C. When terms are used in the singular or plural, the meaning shall apply to both.

D. When either the male or female gender is used, the meaning shall apply to both.

### **ARTICLE IX WAIVER OF BREACH**

A. Waiver by any Party of a breach or violation of any provision of this Agreement is not a waiver of any subsequent breach.

B. In order for a waiver of a right or power to be effective, it must be in writing and signed by the waiving Party.

### **ARTICLE X SUCCESSORS AND ASSIGNS**

A. The Authority and the City bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement.

B. Neither the Authority nor the City shall assign, sublet, or transfer its interest in this Agreement without written consent of the other Party. As a condition for giving consent, the Authority may require that any assignee of the City agree to comply with all competitive bidding requirements contained in any procurement or purchasing statute to which the City is subject. The

City may assign its rights under this Agreement to a corporation created to aid, assist and act on behalf of the City without the prior written consent of the Authority.

**ARTICLE XI  
SURVIVAL OF TERMS**

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification and copyright provisions, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

**ARTICLE XII  
ENTIRE AGREEMENT; MODIFICATIONS**

A. This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.

B. Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

**ARTICLE XIII  
TEXAS PUBLIC INFORMATION ACT**

A. The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended (the "Act"). Each Party expressly understands and agrees that any other Party shall release any and all information necessary to comply with Texas law without the prior written consent of the other Party.

B. It is expressly understood and agreed that the Authority and its officers and employees, may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the Authority, whether or not the same are available to the public. It is further understood that each Party, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that each Party, its officers, and employees shall have no liability or obligations to other Party for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the Authority in reliance on any advice, decision or opinion of the Attorney General.

C. In the event a Party receives a written request for information pursuant to the Act that affects the other Party's rights, title to, or interest in any information or data or a part thereof, furnished to one Party by the other under this Agreement, then such Party will promptly notify the other of such request. The other Party may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Such Party is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period

prescribed by the Act. Such Party is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

D. City affirmatively consents to the disclosure of its e-mail addresses that are provided to the Authority. This consent is intended to comply with the requirements of the Act, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by City and agents acting on behalf of City and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

#### **ARTICLE XIV MISCELLANEOUS**

A. Waivers. No failure by any party hereto to insist upon the strict performance or observance of any obligation hereunder, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of any payment hereunder, shall constitute a waiver of such obligation or a breach thereof. No waiver of any breach of any obligation shall affect or alter this Agreement or shall be deemed a waiver of any other then existing or subsequent breach hereof.

B. Force Majeure. If any party hereto shall be unable to observe or perform any covenant or condition herein (other than a Valuation Failure) by reason of force majeure, then the failure to observe or perform such covenant or condition shall not constitute a default hereunder so long as the party shall use its best efforts to remedy with all reasonable dispatch the event or condition causing such inability. "*Force majeure*, as used herein, means any condition or event not reasonably within the control of a nonperforming party, including, without limitation, acts of God; strikes, lock-outs, or other disturbances of employer/ employee relations; acts of public enemies; orders or restraints of any kind of the government of the United States or any state thereof or any of their departments, agencies, or officials, or of any civil or military authority; insurrection; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; subsidence; fires; hurricanes; storms; droughts; floods; arrests; restraints of government and of people; explosions; and partial or entire failure of utilities. Failure to settle strikes, lock-outs, and other disturbances of employer/ employee relations or to settle legal or administrative proceedings by acceding to the demands of the opposing party or parties, in either case when such course is in the judgment of the party hereto unfavorable to such party, shall not constitute failure to use its best efforts to remedy such a condition or event.

C. Consents and Approvals. Whenever the consent or approval of any party hereto, or of any engineer or agent thereof, shall be required under the provisions hereof, such consent or approval shall not be unreasonably withheld.

D. Rights and Obligations Under this Agreement. Nothing in this Agreement shall confer upon any person, firm, or other entity other than the parties hereto any benefit or any legal or equitable right, remedy, or claim under this Agreement. All obligations hereunder of the parties hereto shall be binding upon their respective successors and assigns from time to time, whether so expressed or not.

E. Entire Agreement. The terms and provisions of this Agreement contain the entire agreement between the parties and shall supersede all previous communications, representations, and agreements, either verbal or written, with respect to such matters.

F. Inspections, Audits, and Enforcement. The City agrees to keep such records as may be reasonably required by the Authority. The Authority may require the City to produce records related to the construction of the Public Improvements by the City and the Authority's reimbursement of the Public Improvements Costs during normal business hours at a mutually agreeable time and place on at least 20 days prior written notice. The Authority may inspect all documents and records in the City's possession, custody, or control which the Authority deems necessary to determine the City's compliance with this Agreement.

G. City Operations and Employees. The City shall perform its obligations under this Agreement as an independent contractor and not as an employee or agent of the Authority or the Zone. All personnel supplied or used by the City in the performance of its obligations hereunder shall be deemed employees or subcontractors of the City and shall not be considered employees, agents, or subcontractors of the Authority or the Zone for any purpose whatsoever. As among the Authority, the Zone, and the City, the City or (in the case of subcontracts) the subcontractors shall be solely responsible for the compensation of all such personnel, for the withholding of income, social security, and other payroll taxes, and for the coverage of all workers' compensation benefits.

H. Representations of the Authority. The Authority represents to the City that:

A. Due Existence: The Authority is duly authorized and existing in good standing under the laws of the State and is duly qualified and authorized to carry on the governmental functions and operations contemplated by this Agreement;

B. Due Authority; No Contravention: The Authority has the power, authority, and legal right to enter into and perform this Agreement and the execution, delivery, and performance hereof by the Authority have been duly authorized, do not and will not violate any judgment, order, law or regulation applicable to the Authority, and do not and will not constitute a default under, or result in the creation of any lien, charge, encumbrance, or security interest upon any assets of the Authority under any agreement or instrument to which the Authority is a party or by which the Authority or its assets may be bound or affected; and

C. Enforceable Agreement: This Agreement has been duly authorized, executed, and delivered by the Authority's Board of Directors and constitutes a legal, valid, and binding obligation of the Authority, enforceable in accordance with its terms.

I. Representations of the City. The City represents to the Authority and the Zone that:

A. Due Qualification: The City is duly organized, validly existing, and in good standing under the laws of the State of Texas;

B. Due Authority; No Contravention: The City has the legal power, authority, and right to enter into and perform its obligations set forth in this Agreement, and the

execution, delivery, and performance hereof have been duly authorized, do not and will not violate any judgment, order, law, or regulation;

C. Plan: The Public Improvements and the Project Costs are components of, or are consistent with the Plan; and

D. Enforceable Agreement: This Agreement has been duly authorized, executed, and delivered by the City and constitutes a legal, valid, and binding obligation of such partnership, enforceable in accordance with its terms.

J. Remedies. Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. No party hereto may terminate its duties under this Agreement except in accordance with its provisions.

K. Obligations of City. Notwithstanding any other term of this Agreement to the contrary, the City shall not be obligated under this Agreement, unless and until the City provides written notice to the Authority that the City intends to construct a Public Improvement for which the City will request reimbursement under the terms hereof.

L. Replacement. The Authority shall have the right to terminate this Agreement at any time so long as a condition to such termination Harris County enters into an economic development agreement with the City pursuant to Chapter 381 of the Texas Local Government Code, which economic development agreement will be on substantially the same terms as set forth in this Agreement as to the payments to, and obligations of, the City.

## **ARTICLE XV NOTICE**

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been delivered in person or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to a Party at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) Business Days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To City:	Chief Development Officer City of Houston, Texas P.O. Box 1562 Houston, Texas 77251-1562 or Director, Public Works and Engineering Department City of Houston, Texas P.O. Box 1562 Houston, Texas 77251-1562
----------	--

With a copy to: City Attorney  
City of Houston, Texas  
900 Bagby, 4<sup>th</sup> Floor  
City Hall Annex  
Houston, Texas 77002

To Zone: Reinvestment Zone Number 24, City of Houston, Texas  
c/o Harris County Redevelopment Authority  
8410 Lantern Point Dr.  
Houston, Texas 77054  
Attn: David Turkel, Chairman

To Authority: Harris County Redevelopment Authority  
8410 Lantern Point Dr.  
Houston, Texas 77054  
Attn: David Turkel, Chairman

With a copy to: Andrews Kurth LLP  
600 Travis St., Suite 4200  
Houston, Texas 77002  
Attn: Mark B. Arnold

Any Party may designate a different address by giving the other Party ten (10) calendar days' written notice.

#### **ARTICLE XVI SEVERABILITY**

If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

#### **ARTICLE XVII EFFECTIVE DATE**

This Agreement becomes effective as of the date of the final signature hereto.

#### **ARTICLE XVIII EXECUTION**

The Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.


IN TESTIMONY OF WHICH this instrument has been executed in multiple counterparts, each of equal dignity and effect, on behalf of the City and the Authority.

**HARRIS COUNTY REDEVELOPMENT  
AUTHORITY**

ATTEST/SEAL:

By:   
Name: Carla Wyatt  
Secretary, Board of Directors


Date Signed: 11/20/14

By:   
Name: David Turkel  
Chairman, Board of Directors

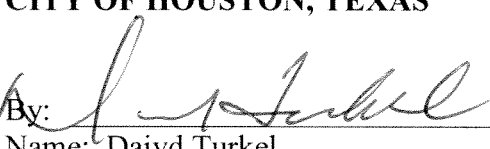
Date Signed: 11-20-14

**TAX INCREMENT REINVESTMENT  
ZONE NUMBER TWENTY-FOUR,  
CITY OF HOUSTON, TEXAS**

ATTEST/SEAL:

By:   
Name: Carla Wyatt  
Secretary, Board of Directors

Date Signed: 11/20/14

By:   
Name: David Turkel  
Chairman, Board of Directors

Date Signed: 11-20-14

**CITY:**

CITY OF HOUSTON, TEXAS, a Texas home-rule municipal corporation

Armine D. Parker  
Mayor Armanda Washington  
Date: 12-16-14

ATTEST/SEAL:

Armanda Washington  
City Secretary  
Date: 12-16-14

COUNTERSIGNED:

James C. King  
City Controller James C. King  
Date: 12-22-14

APPROVED AS TO FORM:

May B. L. GMD  
Senior Assistant City Attorney  
L.D. # 0331400017001

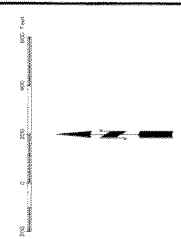
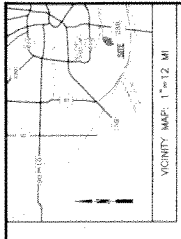


**Exhibit A  
Public Improvements**

<b><u>Public Improvements</u></b>	<b><u>Cost Estimate<sup>1</sup></u></b>
Construction	\$11,340,680
Engineering Design and Survey	\$1,202,227
Design Salary Recovery	\$180,373
SUB-TOTAL Design and Construction	\$12,723,280
Project Contingency (%5)	\$567,034
Construction Management	\$677,829
Testing Lab	\$254,186
Construction Salary Recovery	\$169,457
Other	\$84,729
Easement/ROW Acquisition	\$134,488
SUB-TOTAL Other Costs	\$1,887,722
<b>TOTAL Project Costs</b>	<b>\$14,611,003</b>

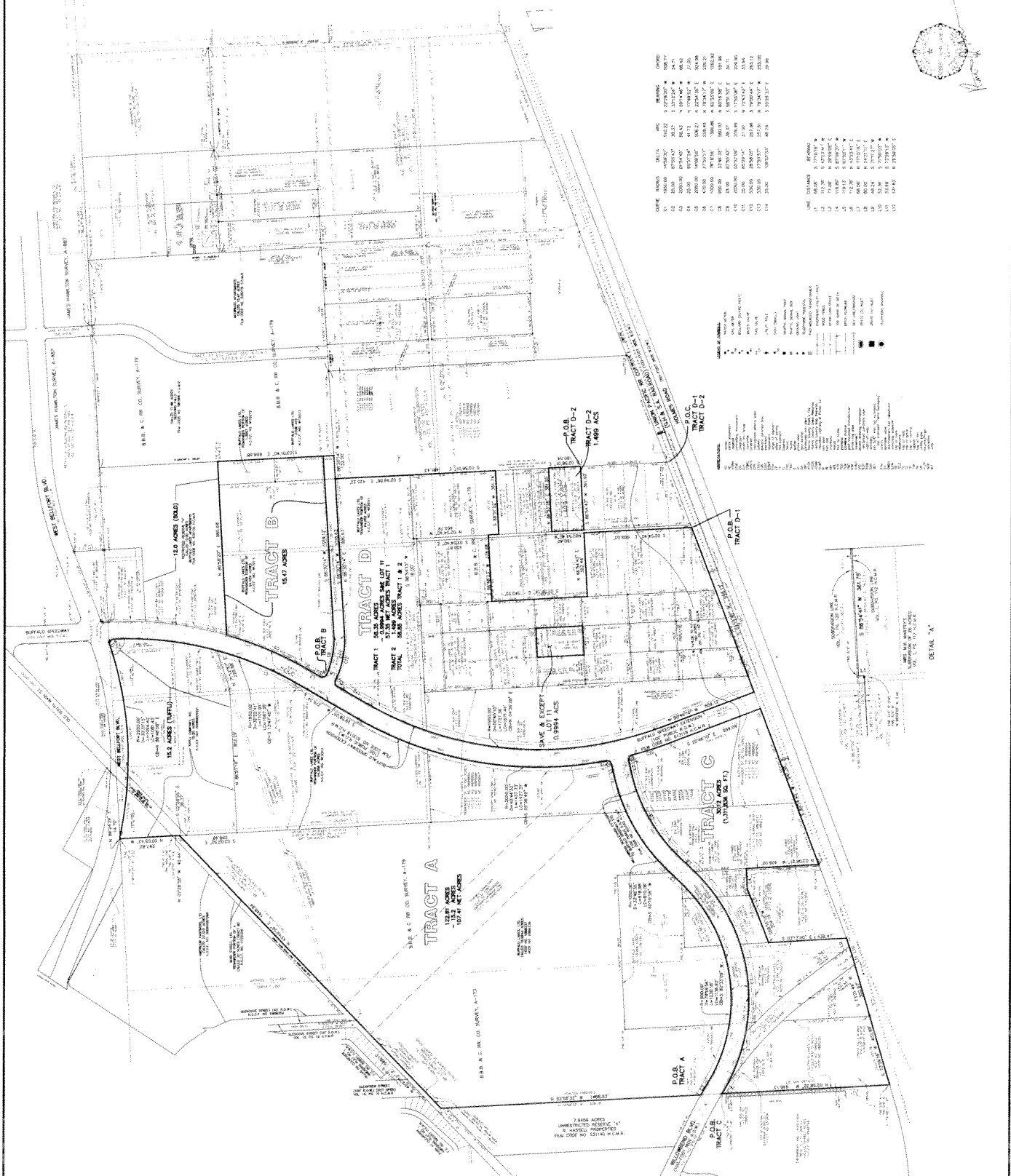
<sup>1</sup> **Costs are estimates only. Actual costs may be higher or lower. Public Improvements Costs will be based on actual costs.**

**Exhibit B**  
**Development Legal Description**



**NOTES:**

- The boundaries shown on this plan were determined from the 2005 aerial photograph.
- The lot numbers shown on this plan were determined from the 2005 aerial photograph.
- The lot areas shown on this plan were determined from the 2005 aerial photograph.
- The lot dimensions shown on this plan were determined from the 2005 aerial photograph.
- The lot lines shown on this plan were determined from the 2005 aerial photograph.
- The lot corners shown on this plan were determined from the 2005 aerial photograph.
- The lot areas shown on this plan were determined from the 2005 aerial photograph.
- The lot dimensions shown on this plan were determined from the 2005 aerial photograph.
- The lot lines shown on this plan were determined from the 2005 aerial photograph.
- The lot corners shown on this plan were determined from the 2005 aerial photograph.



LINE	STATION	BEARING	DISTANCE	AREA	PERCENT
1	0+00.00	S 89°45'00" W	100.00	100.00	100.00
2	100.00	S 89°45'00" W	100.00	100.00	100.00
3	200.00	S 89°45'00" W	100.00	100.00	100.00
4	300.00	S 89°45'00" W	100.00	100.00	100.00
5	400.00	S 89°45'00" W	100.00	100.00	100.00
6	500.00	S 89°45'00" W	100.00	100.00	100.00
7	600.00	S 89°45'00" W	100.00	100.00	100.00
8	700.00	S 89°45'00" W	100.00	100.00	100.00
9	800.00	S 89°45'00" W	100.00	100.00	100.00
10	900.00	S 89°45'00" W	100.00	100.00	100.00
11	1000.00	S 89°45'00" W	100.00	100.00	100.00
12	1100.00	S 89°45'00" W	100.00	100.00	100.00
13	1200.00	S 89°45'00" W	100.00	100.00	100.00
14	1300.00	S 89°45'00" W	100.00	100.00	100.00
15	1400.00	S 89°45'00" W	100.00	100.00	100.00
16	1500.00	S 89°45'00" W	100.00	100.00	100.00
17	1600.00	S 89°45'00" W	100.00	100.00	100.00
18	1700.00	S 89°45'00" W	100.00	100.00	100.00
19	1800.00	S 89°45'00" W	100.00	100.00	100.00
20	1900.00	S 89°45'00" W	100.00	100.00	100.00
21	2000.00	S 89°45'00" W	100.00	100.00	100.00
22	2100.00	S 89°45'00" W	100.00	100.00	100.00
23	2200.00	S 89°45'00" W	100.00	100.00	100.00
24	2300.00	S 89°45'00" W	100.00	100.00	100.00
25	2400.00	S 89°45'00" W	100.00	100.00	100.00
26	2500.00	S 89°45'00" W	100.00	100.00	100.00
27	2600.00	S 89°45'00" W	100.00	100.00	100.00
28	2700.00	S 89°45'00" W	100.00	100.00	100.00
29	2800.00	S 89°45'00" W	100.00	100.00	100.00
30	2900.00	S 89°45'00" W	100.00	100.00	100.00
31	3000.00	S 89°45'00" W	100.00	100.00	100.00
32	3100.00	S 89°45'00" W	100.00	100.00	100.00
33	3200.00	S 89°45'00" W	100.00	100.00	100.00
34	3300.00	S 89°45'00" W	100.00	100.00	100.00
35	3400.00	S 89°45'00" W	100.00	100.00	100.00
36	3500.00	S 89°45'00" W	100.00	100.00	100.00
37	3600.00	S 89°45'00" W	100.00	100.00	100.00
38	3700.00	S 89°45'00" W	100.00	100.00	100.00
39	3800.00	S 89°45'00" W	100.00	100.00	100.00
40	3900.00	S 89°45'00" W	100.00	100.00	100.00
41	4000.00	S 89°45'00" W	100.00	100.00	100.00
42	4100.00	S 89°45'00" W	100.00	100.00	100.00
43	4200.00	S 89°45'00" W	100.00	100.00	100.00
44	4300.00	S 89°45'00" W	100.00	100.00	100.00
45	4400.00	S 89°45'00" W	100.00	100.00	100.00
46	4500.00	S 89°45'00" W	100.00	100.00	100.00
47	4600.00	S 89°45'00" W	100.00	100.00	100.00
48	4700.00	S 89°45'00" W	100.00	100.00	100.00
49	4800.00	S 89°45'00" W	100.00	100.00	100.00
50	4900.00	S 89°45'00" W	100.00	100.00	100.00
51	5000.00	S 89°45'00" W	100.00	100.00	100.00
52	5100.00	S 89°45'00" W	100.00	100.00	100.00
53	5200.00	S 89°45'00" W	100.00	100.00	100.00
54	5300.00	S 89°45'00" W	100.00	100.00	100.00
55	5400.00	S 89°45'00" W	100.00	100.00	100.00
56	5500.00	S 89°45'00" W	100.00	100.00	100.00
57	5600.00	S 89°45'00" W	100.00	100.00	100.00
58	5700.00	S 89°45'00" W	100.00	100.00	100.00
59	5800.00	S 89°45'00" W	100.00	100.00	100.00
60	5900.00	S 89°45'00" W	100.00	100.00	100.00
61	6000.00	S 89°45'00" W	100.00	100.00	100.00
62	6100.00	S 89°45'00" W	100.00	100.00	100.00
63	6200.00	S 89°45'00" W	100.00	100.00	100.00
64	6300.00	S 89°45'00" W	100.00	100.00	100.00
65	6400.00	S 89°45'00" W	100.00	100.00	100.00
66	6500.00	S 89°45'00" W	100.00	100.00	100.00
67	6600.00	S 89°45'00" W	100.00	100.00	100.00
68	6700.00	S 89°45'00" W	100.00	100.00	100.00
69	6800.00	S 89°45'00" W	100.00	100.00	100.00
70	6900.00	S 89°45'00" W	100.00	100.00	100.00
71	7000.00	S 89°45'00" W	100.00	100.00	100.00
72	7100.00	S 89°45'00" W	100.00	100.00	100.00
73	7200.00	S 89°45'00" W	100.00	100.00	100.00
74	7300.00	S 89°45'00" W	100.00	100.00	100.00
75	7400.00	S 89°45'00" W	100.00	100.00	100.00
76	7500.00	S 89°45'00" W	100.00	100.00	100.00
77	7600.00	S 89°45'00" W	100.00	100.00	100.00
78	7700.00	S 89°45'00" W	100.00	100.00	100.00
79	7800.00	S 89°45'00" W	100.00	100.00	100.00
80	7900.00	S 89°45'00" W	100.00	100.00	100.00
81	8000.00	S 89°45'00" W	100.00	100.00	100.00
82	8100.00	S 89°45'00" W	100.00	100.00	100.00
83	8200.00	S 89°45'00" W	100.00	100.00	100.00
84	8300.00	S 89°45'00" W	100.00	100.00	100.00
85	8400.00	S 89°45'00" W	100.00	100.00	100.00
86	8500.00	S 89°45'00" W	100.00	100.00	100.00
87	8600.00	S 89°45'00" W	100.00	100.00	100.00
88	8700.00	S 89°45'00" W	100.00	100.00	100.00
89	8800.00	S 89°45'00" W	100.00	100.00	100.00
90	8900.00	S 89°45'00" W	100.00	100.00	100.00
91	9000.00	S 89°45'00" W	100.00	100.00	100.00
92	9100.00	S 89°45'00" W	100.00	100.00	100.00
93	9200.00	S 89°45'00" W	100.00	100.00	100.00
94	9300.00	S 89°45'00" W	100.00	100.00	100.00
95	9400.00	S 89°45'00" W	100.00	100.00	100.00
96	9500.00	S 89°45'00" W	100.00	100.00	100.00
97	9600.00	S 89°45'00" W	100.00	100.00	100.00
98	9700.00	S 89°45'00" W	100.00	100.00	100.00
99	9800.00	S 89°45'00" W	100.00	100.00	100.00
100	9900.00	S 89°45'00" W	100.00	100.00	100.00

**TERRA**  
 SURVEYS CO., INC.  
 3000 WILCREST DR. - SUITE 210  
 HOUSTON, TEXAS 77042  
 (713) 993-5587 - FAX (713) 993-8231

**BUFFALO POINTE**  
 B.B. & C. INC. CO. SURVEY A-173  
 B.B. & C. INC. CO. SURVEY A-175  
 HARRIS COUNTY, TEXAS

DATE: 08/14/13  
 SCALE: 1" = 100'  
 SHEET NO. 1 OF 1



**HARRIS COUNTY IMPROVEMENT DISTRICT NO. 12  
TRACT A**

**METES AND BOUNDS DESCRIPTION  
122.61 ACRES**

**B.B.B. & C. RAILROAD COMPANY SURVEY, ABSTRACT NUMBER 179  
B.B.B. & C. RAILROAD COMPANY SURVEY, ABSTRACT NUMBER 173  
HOUSTON, HARRIS COUNTY, TEXAS**

Being a tract or parcel containing 122.61 acres of land situated in the B.B.B. & C. Railroad Company Survey, Abstract Number 179 and the B.B.B. & C. Railroad Company Survey, Abstract Number 173, Houston, Harris County, Texas; being out of and a portion of the following tracts: that certain called 78.8844 acre tract (Tract 1), that certain called 64.958 acre tract, that certain called 32.750 acre tract, that certain called 13.946 acre tract, that certain called 2.684 acre tract and that certain called 1.269 acre tract, all conveyed to Buffalo Lakes, Ltd. by deeds recorded under Harris County Clerk's File (H.C.C.F.) Numbers X866237, X866239, W130111, W888894, W888895, W888896, W888897, Z063342, Z063340 and 20090131574, respectively, Harris County, Texas; and being all of that certain called 15.20 acre tract conveyed to Tuffli Company, Inc. by deed recorded under H.C.C.F. Number 20080605921, Harris County, Texas; said 122.61 acre tract being more particularly described as follows (bearings are referenced to the record information contained in the deed recorded under H.C.C.F. Numbers W130111 and E901231);

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set in the northerly right-of-way (R.O.W.) line of Willowbend Boulevard (100-foot wide R.O.W.), marking the northwest corner of that certain called 59,090 square foot tract conveyed to the City of Houston by deed recorded under H.C.C.F. Number D578468, marking the northeast corner of that certain called 120,848 square foot tract conveyed to the City of Houston by deed recorded under H.C.C.F. Number D501181, marking the southeast corner of Un-Restricted Reserve "A" (7.9459 Acres) R. Hassell Properties, a plat of subdivision recorded at Film Code Number 531140 Harris County Map Records (H.C.M.R.), said iron rod marking the most westerly southwest corner of said called 78.8844 acre tract and the southwest corner of the herein described tract, from which a found 5/8-inch iron rod bears North 15°01'04" East, 0.51 feet;

THENCE, North 02°58'32" West, departing said northerly R.O.W. line of Willowbend Boulevard, along the east line of said Un-Restricted Reserve "A" and along the west line of said called 78.8844 acre tract, at a distance of 1,435.18 feet passing a 5/8-inch iron rod found marking the northeast corner of said Un-Restricted Reserve "A", continuing along the west line of said called 78.8844 acre tract, in all, a distance of 1,468.83 feet (called 1,468.05 feet) to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set in the called centerline of a county road (Old South Main Street) (not open) and also called the northwest corner of a called 88.5 acre tract (Tract A) as described under H.C.C.F. Number K222326, said iron rod marking the northwest corner of said called 78.8844 acre tract and the most westerly northwest corner of the herein described tract;

THENCE, North 45°47'12" East, along said called centerline and the north line of said 88.5 acre tract, and along the north line of said called 78.8844 acre tract, a distance of 688.11 feet (called 689.16 feet) to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the southwesterly corner of a called 20 acre tract (Tract B) as recorded under H.C.C.F. Number K222326, from which a found concrete monument bears North 02°52'18" West, 39.82 feet;

**METES AND BOUNDS DESCRIPTION**

122.61 ACRES

PAGE 2 OF 4

THENCE, North 45°49'56" East, continuing along said called centerline, along the south line of said called 20 acre tract (Tract B), along the north line of said 88.5 acre tract and along the north line of said called 78.8844 acre tract, a distance of 1,448.84 feet (called 1,448.44 feet) to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set in the west line of the aforesaid called 15.20 acre tract as recorded under H.C.C.F. Number 20080605921 out of the Pye, Martyr and Fox Subdivision as recorded in Volume 1, Page 120 H.C.M.R., said iron rod marking the southeasterly corner of said called 20 Acres (Tract B), marking the northeasterly corner of said called 78.8844 acre tract and marking an interior corner of the herein described tract;

THENCE, North 02°28'55" West, along the east line of said called 20 acre tract (Tract B), along the west line of said called 15.20 acre tract and the west line of said Pye, Martyr and Fox Subdivision, a distance of 40.44 feet to a 6-inch by 6-inch concrete monument found flush with the ground, in the northwesterly R.O.W. line of Old South Main Street and marking the southeast corner of a called 22.522 acre tract as recorded under H.C.C.F. Number 20090287568 and marking the southwesterly corner of the aforesaid called 0.9469 acre tract for an angle point;

THENCE, North 03°05'39" West, continuing along the west line of said called 15.20 acre tract, along the west line of said Pye, Martyr and Fox Subdivision, along the west line of said called 0.9469 acre tract and along the east line of said called 22.522 acre tract, a distance of 297.82 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" found in the south line of a called 5.54 acre tract as recorded under H.C.C.F. Number F859575, said iron rod marking the northeast corner of said called 22.522 acre tract and marking the northwest corner of said called 15.20 acre tract said Pye, Martyr and Fox Subdivision and said called 0.9469 acre tract and marking the most northerly northwest corner of the herein described tract, from which a found 1-1/2-inch iron pipe bears South 86°24'29" West, 0.52 feet;

THENCE, North 86°24'29" East, along the south line of said called 5.54 acre tract and along the north line of said called 15.20 acre tract, along the north line of said Pye, Martyr and Fox Subdivision and along the north line of said called 0.9469 acre tract, a distance of 14.70 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" found in the south right-of-way (R.O.W.) line of West Bellfort Boulevard (100-foot wide R.O.W.), marking the most westerly corner of a called 0.22725 acre tract for West Bellfort Boulevard as recorded under H.C.C.F. Numbers R065536 and S199160;

THENCE, Easterly, along the arc of a curve to the left and along said south R.O.W. line of West Bellfort Boulevard and along the north line of said called 15.20 acre tract, at an arc distance of 270.49 feet passing a 5/8-inch iron rod found in the northwesterly R.O.W. line of Old South Main Street (Not Open), at an arc distance of 349.51 feet passing a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" found in the southeasterly R.O.W. line of said Old South Main Street and a northwesterly corner of the aforesaid called 64.958 acre tract, at an arc distance of 392.39 feet passing a 5/8-inch iron rod found marking another corner of said called 64.958 acre tract and the northwest corner of a called 2.536 acre tract as recorded under H.C.C.F. Number W121644, at an arc distance of 773.26 feet passing a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" found marking the northeast corner of said called 2.536 acre tract and in the west line of a called 2.32 acre tract as recorded under H.C.C.F. Number W119371, at a distance of 1,057.47 feet passing the common line of said called 2.32 acre tract and a called 0.4666 acre tract, continuing, in all, a distance of 1,094.40 feet along the arc of said curve to the left, having a radius of 2,050.00 feet, a central angle of 30°35'15" and a chord which bears North 86°48'08" East, 1,081.45 feet to a point at a curved R.O.W. transition at the northwest corner of Buffalo Speedway Extension (100-foot wide), a plat of subdivision recorded at Film Code 613118 H.C.M.R., being the most northerly northeast corner of this tract;

METES AND BOUNDS DESCRIPTION  
122.61 ACRES  
PAGE 3 OF 4

THENCE, Southeasterly, along the west R.O.W. line of said Buffalo Speedway Extension and along said R.O.W. transition, a distance of 46.29 feet along the arc a curve to the right, having a radius of 25.00 feet, a central angle of  $106^{\circ}05'53''$  and a chord which bears South  $55^{\circ}26'33''$  East, 39.96 feet to a point at the end of said curved transition for the most easterly northeast corner of the herein described tract;

THENCE, along the Westerly R.O.W. line of said Buffalo Speedway, as follows;

Southwesterly, partially along the east line of said 15.20 acre tract, at an arc distance of 591.74 feet passing a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the southeast corner of said called 15.20 acre tract, continuing a total distance of 1,101.95 feet along the arc a curve to the right, having a radius of 1,950.00 feet, a central angle of  $32^{\circ}22'41''$  and a chord which bears South  $13^{\circ}47'45''$  West, 1,087.35 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the end of said curve;

South  $29^{\circ}59'05''$  West, a distance of 379.34 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the beginning of a curve to the left;

Southerly, a distance of 1,457.73 feet along the arc of said curve to the left, having a radius of 2,050.00 feet, a central angle of  $40^{\circ}44'32''$  and a chord which bears South  $09^{\circ}36'49''$  West, 1,427.21 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the northeast end of a curved R.O.W. transition at the intersection of said westerly R.O.W. line with the northerly R.O.W. line of Willowbend Boulevard (100-foot wide R.O.W.) as delineated by the street dedication plat Willowbend Boulevard Extension to Buffalo Speedway STD as recorded at Film Code Number 631052 H.C.M.R.;

THENCE, along the Northerly R.O.W. line of said Willowbend Boulevard, as follows;

Southwesterly, along said R.O.W. transition, a distance of 38.37 feet along the arc of a curve to the right, having a radius of 25.00 feet, a central angle of  $87^{\circ}55'43''$  and a chord which bears South  $33^{\circ}12'24''$  West, 34.71 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the end of said curve;

South  $77^{\circ}10'16''$  West, a distance of 68.06 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the beginning of a curve to the left;

Southwesterly, a distance of 618.98 feet along the arc of said curve to the left, having a radius of 1,050.00 feet, a central angle of  $33^{\circ}46'35''$  and a chord which bears South  $60^{\circ}16'58''$  West, 610.06 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the end of said curve;

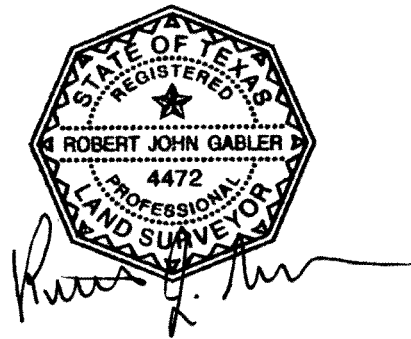
South  $43^{\circ}23'41''$  West, a distance of 112.76 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the beginning of a curve to the right;

METES AND BOUNDS DESCRIPTION  
122.61 ACRES  
PAGE 4 OF 4

Westerly, a distance of 1,230.18 feet along the arc of said curve to the right, having a radius of 900.00 feet, a central angle of  $78^{\circ}18'56''$  and a chord which bears South  $82^{\circ}33'09''$  West, 1,136.62 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set in the north line of the aforesaid called 59,090 square foot tract conveyed to the City of Houston, said iron rod marking the most westerly corner of said street dedication plat of Willowbend Boulevard Extension to Buffalo Speedway STD at the beginning of a reverse curve to the left;

THENCE, Northwesterly, a distance of 68.43 feet along the arc of said curve to the left, having a radius of 2,050.00 feet, a central angle of  $01^{\circ}54'45''$  and a chord which bears North  $59^{\circ}14'46''$  West, 68.42 feet to the POINT OF BEGINNING and containing 107.29 acres (4,673,498 square feet) of land. This description is compiled and based on various Land Title Surveys and plats made by Terra Surveying Company, Inc., from June 2002 to June 13, 2012, and is accompanied by an exhibit of "Buffalo Point", made by Terra Surveying Company, Inc., dated January 8, 2010, Project Number 1851-0244-S.

Compiled by: Robert Gabler, R.P.L.S.  
Terra Surveying Co. Inc.  
3000 Wilcrest, Suite 210  
Houston, Texas 77042  
June 14, 2012; Revised September 18, 2014  
Project Number 1851-0244-S  
P:\Projects\1851\0244\Documents\  
18510244 HCID No 12 Tract A MB122.61ac.doc



**HARRIS COUNTY IMPROVEMENT DISTRICT NO. 12****TRACT B****METES AND BOUNDS DESCRIPTION**

15.47 ACRES

**B.B.B. & C. RAILROAD COMPANY SURVEY, ABSTRACT NUMBER 179  
HOUSTON, HARRIS COUNTY, TEXAS**

Being a tract or parcel containing 15.47 acres of land situated in the B.B.B. & C. Railroad Company Survey, Abstract Number 179, Houston, Harris County, Texas; being all of that certain called 1.0326 acre tract conveyed to Buffalo Lakes, Ltd. By deed recorded under Harris County Clerk's File (H.C.C.F.) Number W119373, Harris County, Texas; and being out of and a portion of that certain called 64.958 acre tract (Tract 1) and that certain called 1.0057 acre tract both conveyed to Buffalo Lakes, Ltd. by deed recorded under H.C.C.F. Numbers W130111 and W119372, respectively, Harris County, Texas; said 15.47 acre tract being more particularly described as follows (bearings are referenced to the record information contained in the deed recorded under H.C.C.F. Numbers W130111 and E901231);

**BEGINNING** at a 3/4-inch iron pipe with cap stamped "Brown-Gay" found marking the southeasterly end of a right-of-way (R.O.W.) transition at the intersection of the easterly R.O.W. line of Buffalo Speedway (100-foot wide R.O.W.) with the northerly R.O.W. line of Grand Fountains Drive (60-foot wide R.O.W.), both delineated by the street dedication plat Buffalo Speedway Extension as recorded at Film Code Number 613118 Harris County Map Records (H.C.M.R.), and marking the northwest corner of proposed Grand Fountains Drive Extension To Buffalo Speedway (60-foot wide R.O.W.), said iron rod marking the most northerly southwest corner of the herein described tract;

**THENCE**, along the Easterly R.O.W. line of said Buffalo Speedway, as follows:

Northwesterly, along said R.O.W. transition, a distance of 41.73 feet along the arc of a curve to the right, having a radius of 25.00 feet, a central angle of  $95^{\circ}37'54''$  and a chord which bears North  $17^{\circ}49'52''$  West, 37.05 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the end of said curve;

North  $29^{\circ}59'05''$  East, a distance of 77.08 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the beginning of a curve to the left;

Northerly, a distance of 506.27 feet along the arc of said curve to the left, having a radius of 2,050.00 feet, a central angle of  $14^{\circ}08'59''$  and a chord which bears North  $22^{\circ}54'35''$  East, 504.98 feet to a 5/8-inch iron rod with cap stamped "Brown-Gay" found marking the southwest corner of Restricted Reserve "A" (12.00 Acres), Buffalo Lakes Apartments, a plat of subdivision recorded at Film Code Number 635105 H.C.M.R. and marking the northwest corner of the herein described tract;

**THENCE**, North  $86^{\circ}58'20''$  East, departing said easterly R.O.W. line of Buffalo Speedway, along the south line of said Restricted Reserve "A", a distance of 985.68 feet to a 5/8-inch iron rod with cap stamped "Brown-Gay" found in the west line of Bedford Falls, a plat of subdivision recorded at Film Code Number 561066 H.C.M.R. and in the east line of said called 1.0057 acre tract, said iron rod marking the southeast corner of said Restricted Reserve "A" and the northeast corner of the herein described tract,



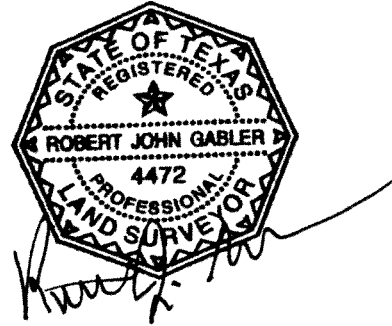
METES AND BOUNDS DESCRIPTION  
15.47 ACRES  
PAGE 2 OF 2

THENCE, South  $03^{\circ}01'40''$  East, along the west line of said Bedford Falls Subdivision, along the east line of said called 1.0057 acre tract and said called 1.0326 acre tract, a distance of 598.88 feet to a 1/2-inch iron rod with cap found marking the northeast corner of said proposed Grand Fountains Drive Extension To Buffalo Speedway (60-foot wide R.O.W) and marking the southeast corner of the herein described tract;

THENCE, South  $86^{\circ}30'14''$  West, along the proposed north R.O.W. line of Grand Fountains Drive, a distance of 1,019.12 feet to a 3/4-inch iron pipe with cap stamped "Brown-Gay" found marking the beginning of a curve to the right;

THENCE, Westerly, continuing along the proposed north R.O.W. line of Grand Fountains Drive, a distance of 228.45 feet along the arc of said curve to the right, having a radius of 470.00 feet, a central angle of  $27^{\circ}50'57''$  and a chord which bears North  $79^{\circ}34'17''$  West, 226.21 feet to the POINT OF BEGINNING and containing 15.47 acres (673,894 square feet) of land. This description is compiled and based on various Land Title Surveys and plats made by Terra Surveying Company, Inc., from June 2002 to June 13, 2012, and is accompanied by an exhibit of "Buffalo Point", made by Terra Surveying Company, Inc., dated January 8, 2010, Project Number 1851-0244-S.

Compiled by: Robert Gabler, R.P.L.S.  
Terra Surveying Co. Inc.  
3000 Wilcrest, Suite 210  
Houston, Texas 77042  
June 14, 2012; Revised September 18, 2014  
Project Number 1851-0244-S  
P:\Projects\1851\0244\Documents\  
18510244 HCID No 12 Tract B MB15.47ac.doc





**HARRIS COUNTY IMPROVEMENT DISTRICT NO. 12**

**TRACT C**

**METES AND BOUNDS DESCRIPTION**

**30.12 ACRES**

**B.B.B. & C. RAILROAD COMPANY SURVEY, ABSTRACT NUMBER 179**

**B.B.B. & C. RAILROAD COMPANY SURVEY, ABSTRACT NUMBER 173**

**HOUSTON, HARRIS COUNTY, TEXAS**

Being a tract or parcel containing 30.12 acres of land situated in the B.B.B. & C. Railroad Company Survey, Abstract Number 179 and the B.B.B. & C. Railroad Company Survey, Abstract Number 173, Houston, Harris County, Texas; being all of the following tracts: that certain called 1.933 acre tract, that certain called 1.715 acre tract, and that certain called 6.6173 acre tract (Tract 2), all conveyed to Buffalo Lakes, Ltd. by deeds recorded under Harris County Clerk's File (H.C.C.F.) Numbers 20100160908, Z063342, X866237 and X866239, respectively; and being out of and a portion of the following tracts: that certain called 32.750 acre tract, that certain called 78.8844 acre tract (Tract 1), that certain called 1.269 acre tract, that certain called 2.684 acre tract, and that certain called 13.946 acre tract, all conveyed to Buffalo Lakes, Ltd. by deeds recorded under H.C.C.F. Numbers W888894, W888895, W888896, W888897, X866237, X866239, 20090131574, Z063340 and Z063342, respectively, Harris County, Texas; said 30.12 acre tract being more particularly described as follows (bearings are referenced to the record information contained in the deed recorded under H.C.C.F. Numbers W130111 and E901231);

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set in the southerly right-of-way (R.O.W.) line of Willowbend Boulevard (100-foot wide R.O.W.), marking the southwesterly corner of that certain called 59,090 square foot tract conveyed to the City of Houston by deed recorded under H.C.C.F. Number D578468, marking the southeast corner of that certain called 120,848 square foot tract conveyed to the City of Houston by deed recorded under H.C.C.F. Number D501181, marking the northeast corner of that certain called 19.4807 acre tract as recorded under H.C.C.F. Number P948748, said iron rod marking the northwesterly corner of said called 6.6173 acre tract and the northwesterly corner of the herein described tract, from which a found 5/8-inch iron rod bears North 14°59'02" East, 0.45 feet;

THENCE, along the Southerly R.O.W. line of said Willowbend Boulevard as delineated by Willowbend Boulevard Extension to Buffalo Speedway STD as recorded at Film Code Number 631052 Harris County Map Records (H.C.M.R.), as follows;

Easterly, crossing said called 59,090 square foot tract, along the northerly line of said called 1.933 acre tract, at an arc distance of 370.34 feet passing the northeasterly corner of said called 1.933 acre tract and the southwesterly corner of said Willowbend Boulevard Extension to Buffalo Speedway STD, continuing in all, a distance of 1,366.86 feet along the arc of a curve to the left, having a radius of 1,000.00 feet, a central angle of 78°18'56" and a chord which bears North 82°33'09" East, 1,262.92 feet to a 5/8-inch iron rod with cap stamped "Brown-Gay" found marking the end of said curve;

North 43°23'41" East, a distance of 112.76 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the beginning of a curve to the right;

Northeasterly, a distance of 560.03 feet along the arc of said curve to the right, having a radius of 950.00 feet, a central angle of 33°46'35" and a chord which bears North 60°16'58" East, 551.96 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the end of said curve;

METES AND BOUNDS DESCRIPTION  
30.12 ACRES  
PAGE 2 OF 3

North  $77^{\circ}10'16''$  East, a distance of 68.06 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the northwest end of a curved R.O.W. transition at the beginning of a curve to the right, said iron rod marking the most northerly northeast corner of the herein described tract;

Southeasterly, a distance of 38.37 feet along the arc of said curve to the right, having a radius of 25.00 feet, a central angle of  $87^{\circ}55'43''$  and a chord which bears South  $58^{\circ}51'53''$  East, 34.71 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the intersection of said southerly R.O.W. line of Willowbend Boulevard with the westerly R.O.W. line of Buffalo Speedway (100-foot wide R.O.W.) as delineated by the street dedication plat Buffalo Speedway Extension as recorded at Film Code Number 613118 H.C.M.R., said iron rod marking the most southerly northeast corner of the herein described tract at the beginning of a curve to the left;

THENCE, along the Westerly R.O.W. line of said Buffalo Speedway, as follows;

Southerly, a distance of 209.99 feet along the arc of said curve to the left, having a radius of 2,050.00 feet, a central angle of  $05^{\circ}52'09''$  and a chord which bears South  $17^{\circ}50'06''$  East, 209.90 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the end of said curve;

South  $20^{\circ}46'10''$  East, a distance of 559.09 feet (called 558.91 feet) to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set in the southerly line of the aforesaid called 32.750 acre tract and in the northerly R.O.W. line of the G.H. & S.A. Railroad (100-foot wide R.O.W.), said iron rod marking the southeast corner of the herein described tract;

THENCE, South  $69^{\circ}14'45''$  West, along the southerly line of said called 32.750 acre tract and along said northerly R.O.W. line of the G.H. & S.A. Railroad, at a distance of 569.18 feet passing a 3/4-inch iron pipe found marking the common southerly corner of said called 32.750 acre tract and the aforesaid called 78.8844 acre tract, continuing along the southerly line of said called 78.8844 acre tract and along said northerly R.O.W. line of the G.H. & S.A. Railroad, in all, a distance of 941.38 feet to a 3/4-inch pinch top pipe found marking the common southerly corner of said called 78.8844 acre tract and a called 4.241 acre tract as recorded under H.C.C.F. Number P622067;

THENCE, North  $03^{\circ}06'21''$  West, departing said northerly R.O.W. line of the G.H. & S.A. Railroad, along the east line of said called 4.241 acre tract and along a westerly east line of said called 78.8844 acre tract, a distance of 409.00 feet to a point for the northeast corner of said called 4.241 acre tract and the southeast corner of the aforesaid called 1.269 acre tract, from which a found 5/8-inch iron rod bears North  $52^{\circ}51'55''$  West, 0.44 feet;

THENCE, South  $87^{\circ}09'37''$  West, along the north line of said called 4.241 acre tract and along the southerly line of said called 1.269 acre tract, a distance of 116.89 feet to a Mag Nail set marking an angle point in the north line of said called 4.241 acre tract and the south line of said called 1.269 acre tract and the herein described tract;

THENCE, South  $67^{\circ}02'11''$  West, continuing along the north line of said called 4.241 acre tract, at a distance of 35.92 feet passing the common southerly corner of said 1.269 acre tract and the aforesaid called 2.684 acre tract, continuing along the north line of said called 4.241 acre tract, in all, a distance of 119.13 feet to a Mag Nail set marking an angle point;

**METES AND BOUNDS DESCRIPTION**

30.12 ACRES

PAGE 3 OF 3

THENCE, South 68°16'18" West, continuing along the north line of said called 4.241 acre tract and along the south line of said called 2.684 acre tract, a distance of 204.19 feet to a point in the east line of the aforesaid called 13.946 acre tract and for the southwest corner of said called 2.684 acre tract, from which a found 5/8-inch iron rod bears North 29°09'35" West, 0.40 feet;

THENCE, South 03°13'00" East, along the east line of said called 13.946 acre tract and along the west line of said called 4.241 acre tract, a distance of 438.47 feet to a 5/8-inch iron rod found in the aforesaid northerly R.O.W. line of the G.H. & S.A. Railroad, said iron rod marking the common southerly corner of said called 4.241 acre tract and said called 13.946 acre tract;

THENCE, South 71°11'27" West, along said northerly R.O.W. line of the G.H. & S.A. Railroad and along the southerly line of said called 13.946 acre tract, a distance of 49.24 feet to a 3/4-inch iron rod found marking an angle point in the southerly line of said called 13.946 acre tract and marking the southeasterly corner of the aforesaid called 1.933 acre tract;

THENCE, South 71°50'03" West, continuing along said northerly R.O.W. line of the G.H. & S.A. Railroad and along the southerly line of said called 1.933 acre tract, a distance of 52.36 feet to a 5/8-inch iron rod found marking an angle point;

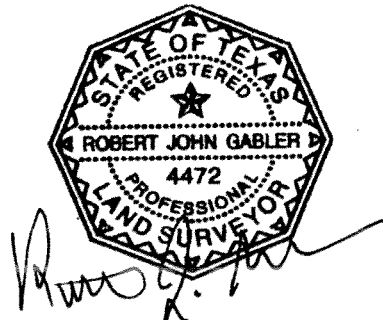
THENCE, South 73°29'13" West, continuing along said northerly R.O.W. line of the G.H. & S.A. Railroad and along the southerly line of said called 1.933 acre tract, a distance of 53.69 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" found marking the southwesterly corner of said called 1.933 acre tract and marking the southeasterly corner of the aforesaid called 1.715 acre tract;

THENCE, South 73°31'49" West, continuing along said northerly R.O.W. line of the G.H. & S.A. Railroad and along the southerly line of said called 1.715 acre tract, a distance of 302.97 feet to a point (corner falls in a tree) for the southeast corner of the aforesaid called 6.6173 acre tract and for the southwest corner of said called 1.715 acre tract, from which a found 5/8-inch iron rod with cap bears South 83°28'49" East, 0.62 feet;

THENCE, South 73°29'16" West, continuing along said northerly R.O.W. line of the G.H. & S.A. Railroad and along the southerly line of said called 6.6173 acre tract, a distance of 402.88 feet (called 403.39 feet) to a 5/8-inch iron rod found marking the southeast corner of the aforesaid called 19.4807 acre tract and marking the southwest corner of said called 6.6173 acre tract and the southwest corner of the herein described tract, from which a found 5/8-inch iron rod bears North 77°51'00" East, 1.97 feet;

THENCE, North 02°58'32" West, departing said northerly R.O.W. line of the G.H. & S.A. Railroad, along the easterly line of said called 19.4807 acre tract and along the westerly line of said called 6.6173 acre tract, a distance of 946.13 feet (called 946.26 feet) to the POINT OF BEGINNING and containing 30.12 acres (1,311,836 square feet) of land. This description is compiled and based on various Land Title Surveys and plats made by Terra Surveying Company, Inc., from June 2002 to June 13, 2012, and is accompanied by an exhibit of "Buffalo Point", made by Terra Surveying Company, Inc., dated January 8, 2010, Project Number 1851-0244-S.

Compiled by: Robert Gabler, R.P.L.S.  
Terra Surveying Co. Inc.  
3000 Wilcrest, Suite 210  
Houston, Texas 77042  
June 15, 2012; Revised September 18, 2014  
Project Number 1851-0244-S  
P:\Projects\1851\0244\Documents\  
18510244 HCID No 12 Tract C MB30.12Ac.doc





**HARRIS COUNTY IMPROVEMENT DISTRICT NO. 12  
TRACT 1 PART OF TRACT D  
METES AND BOUNDS DESCRIPTION  
57.35 NET ACRES  
B.B.B. & C. RAILROAD COMPANY SURVEY, ABSTRACT NUMBER 179  
HOUSTON, HARRIS COUNTY, TEXAS**

Being a tract or parcel containing 58.35 gross acres of land situated in the B.B.B. & C. Railroad Company Survey, Abstract Number 179, Harris County, Texas; Save and Except, 0.9994 acre of land, being Lot 11 of the Cohen Subdivision recorded in Volume 414, Page 560 Harris County Deed Records (H.C.D.R.); said 57.82 net acre tract being more particularly described as follows (bearings are based on the record information contained in the deed recorded under Harris County Clerk's File (H.C.C.F.) Number W130111):

COMMENCING for reference at a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" found in the northerly right-of-way (R.O.W.) line of the G.H. & S.A. Railroad (100-foot wide R.O.W.), marking the southeast corner of Mrs. M. B. Martyr's Subdivision of 26-2/3 Acres, a plat of subdivision recorded in Volume 1, Page 112 Harris County Map Records (H.C.M.R.), Harris County, Texas, and marking the southwest corner of the Corrected Map of W. E. Armstrong Subdivision of 100 Acres, a plat of subdivision recorded in Volume 173, Page 402 Harris County Deed Records (H.C.D.R.), and marking the southwest corner of a called 25 acre tract as recorded under H.C.C.F. Numbers K921507, L302416, R265985, S288905, V060460 and V060461;

THENCE, South 69°14'45" West, parallel with and 50.00 feet northerly of the centerline of the main line of said G.H. & S.A. Railroad, a distance of 397.22 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the southeasterly corner of Lot 1 of said Mrs. M.B. Martyr's Subdivision and marking the southeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, South 69°14'45" West, continuing parallel with and 50.00 feet northerly of the centerline of the main line of said G.H. & S.A. Railroad, at a distance of 380.40 feet passing a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the southerly corner of said H.F. Cohen Subdivision and said Mrs. M.B. Martyr's Subdivision, at a distance of 899.40 feet passing a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the common southerly corner of said H.F. Cohen Subdivision and a called 32.750 acre tract as recorded under H.C.C.F. Numbers W888894, W888895, W888896 and W888897, continuing, in all, a distance of 998.13 feet to the proposed east R.O.W. line of Buffalo Speedway (100-foot wide R.O.W.) as delineated on the proposed plat of Buffalo Speedway Extension made by Brown and Gay Engineers, Inc. dated September, 2006, and to the southwest corner of the herein described tract;

THENCE, along the proposed easterly R.O.W. line of Buffalo Speedway Extension, as follows;

North 20°46'10" West, a distance of 559.12 feet to the beginning of a curve to the right;

METES AND BOUNDS DESCRIPTION

57.35 NET ACRES

PAGE 2 OF 3

Northerly, a distance of 1,727.36 feet along the arc of said curve to the right, having a radius of 1,950.00 feet, a central angle of  $50^{\circ}45'15''$  and a chord which bears North  $04^{\circ}36'28''$  East, 1,671.44 feet to the end of said curve;

North  $29^{\circ}59'05''$  East, a distance of 191.83 feet to the most westerly northwest corner of the herein described tract at the beginning of a curve to the right;

Northeasterly, a distance of 37.30 feet along the arc of said curve to the right, having a radius of 25.00 feet, a central angle of  $85^{\circ}29'14''$  and a chord which bears North  $72^{\circ}43'42''$  East, 33.94 feet to a point in the proposed southerly R.O.W. line of Grand Fountains Drive as partially delineated on the aforesaid proposed plat of Buffalo Speedway Extension and at the beginning of a reverse curve to the left and for the most northerly northwest corner of the herein described tract;

THENCE, along the proposed southerly R.O.W. line of Grand Fountains Drive, as follows;

Easterly, a distance of 267.96 feet along the arc of said curve to the left, having a radius of 530.00 feet, a central angle of  $28^{\circ}58'05''$  and a chord which bears South  $79^{\circ}00'44''$  East, 265.12 feet to the end of said curve;

North  $86^{\circ}30'14''$  East, a distance of 886.63 feet to a 3/4-inch pinch top pipe found in the east line of that certain called 64.958 acre tract as recorded under H.C.C.F. Number W130111, marking the northwest corner of the aforesaid Corrected Map of W. E. Armstrong Subdivision of 100 Acres and marking the northeast corner of the herein described tract;

THENCE, South  $02^{\circ}49'56''$  East, along the east line of said called 64.958 acre tract and along the west line of said Corrected Map of W. E. Armstrong Subdivision of 100 Acres, a distance of 425.22 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" found marking the southeast corner of said called 64.958 acre tract and the northeast corner of Lot 27, Mrs. M.B. Martyr's Subdivision of 26-2/3 Acres as recorded in Volume 1, Page 112 H.C.M.R. for an angle point;

THENCE, South  $02^{\circ}56'01''$  East, along the east line of said Mrs. M.B. Martyr's Subdivision and along the west line of said Corrected Map of W.E. Armstrong Subdivision of 100 Acres, a distance of 481.43 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the common east corner of Lot 20 and Lot 19 of Mrs. M.B. Martyr's Subdivision for an angle point;

METES AND BOUNDS DESCRIPTION  
57.35 NET ACRES  
PAGE 3 OF 3

THENCE, South 86°51'22" West, along the common line of said Lot 20 and Lot 19, a distance of 361.74 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set in the east line of a 16-foot wide Road as delineated by said Mrs. M.B. Martyr's Subdivision and marking the common west corner of Lot 20 and Lot 19 of Mrs. M.B. Martyr's Subdivision for an angle point;

THENCE, North 02°54'40" West, along the west line of said Lot 20 and along the east line of said 16-foot wide Road, a distance of 60.15 feet to an angle point;

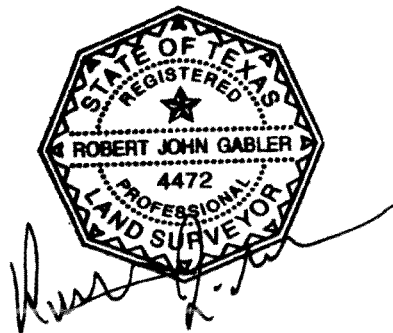
THENCE, South 86°48'23" West, crossing said 16-foot wide Road and along the center of Lot 21 which divides the north half of Lot 21 from the south half of Lot 21 out of Mrs. M.B. Martyr's Subdivision, a distance of 378.68 feet to a 5/8-inch iron rod found in the east line of Lot 13 of the H.F. Cohen Subdivision as recorded in Volume 414, Page 560 H.C.D.R. and in the west line of said Mrs. M.B. Martyr's Subdivision for an angle point;

THENCE, South 02°56'14" East, along the east line of said H.F. Cohen Subdivision and along the west line of said Mrs. M.B. Martyr's Subdivision, a distance of 540.52 feet to a point for the common west corner of Lot 13 and Lot 10 of said Mrs. M.B. Martyr's Subdivision for an angle point;

THENCE, North 86°54'43" East, along the common line of said Lot 13 and Lot 10, a distance of 362.44 feet to a point in the west line of the aforesaid 16-foot wide Road and to the common east corner of said Lot 13 and Lot 10 for an angle point;

THENCE, South 02°54'40" East, along the east line of Lot 10, 9, 6, 5, 2 and 1 of said Mrs. M.B. Martyr's Subdivision and along the west line of said 16-foot wide Road, a distance of 609.03 feet to the POINT OF BEGINNING and containing 58.82 gross acres of land. Save and Except 0.9994 acre of land, being Lot 11 of the Cohen Subdivision recorded in Volume 414, Page 560 Harris County Deed Records for a 57.35 net acre tract. This description is compiled and based on various Land Title Surveys and plats made by Terra Surveying Company, Inc., from June 2002 to June 13, 2012, and is accompanied by an exhibit of "Buffalo Point", made by Terra Surveying Company, Inc., dated January 8, 2010, Project Number 1851-0244-S.

Compiled by: Robert Gabler R.P.L.S.  
Terra Surveying Company, Inc.  
3000 Wilcrest Dr., Suite 210  
Houston, Texas 77042  
March 10, 2010  
Revised September 18, 2014  
Project Number 1851-0244-S  
18510244 Harris County Improvement District No 12 Tract 1 part of Tract D MB57.35ac.doc



**HARRIS COUNTY IMPROVEMENT DISTRICT NO. 12  
TRACT 2 PART OF TRACT D  
METES AND BOUNDS DESCRIPTION  
1.499 ACRES**

**B.B.B. & C. RAILROAD COMPANY SURVEY, ABSTRACT NUMBER 179  
HOUSTON, HARRIS COUNTY, TEXAS**

Being a tract or parcel containing 1.499 acres of land situated in the B.B.B. & C. Railroad Company Survey, Abstract Number 179, Harris County, Texas; being all of Lot 12 and the south 1/2 of Lot 15 of Mrs. M. B. Martyr's Subdivision of 26-2/3 Acres, a plat of subdivision recorded in Volume 1, Page 112 Harris County Map Records (H.C.M.R.), Harris County, Texas; being the South 3/4 of Lot 12 of said subdivision as recorded in Volume 3378, Page 395 Harris County Deed Records; being the South 1/2 of Lot 15 and the North 1/4 of Lot 12 of said subdivision as recorded under Harris County Clerk's File (H.C.C.F.) Number B723860; said 1.499 acre tract being more particularly described as follows (bearings are based on the record information contained in the deed recorded under Harris County Clerk's File (H.C.C.F.) Number W130111):

COMMENCING for reference at a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" found in the northerly right-of-way (R.O.W.) line of the G.H. & S.A. Railroad (100-foot wide R.O.W.), marking the southeast corner of said Mrs. M. B. Martyr's Subdivision of 26-2/3 Acres and marking the southwest corner of the Corrected Map of W. E. Armstrong Subdivision of 100 Acres, a plat of subdivision recorded in Volume 173, Page 402 Harris County Deed Records (H.C.D.R.), and marking the southwest corner of a called 25 acre tract as recorded under H.C.C.F. Numbers K921507, L302416, R265985, S288905, V060460 and V060461;

THENCE, North 02°56'01" West, departing said northerly R.O.W. line of the G.H. & S.A. Railroad, along the east line of said Mrs. M. B. Martyr's Subdivision, and along the west line of said called 25 acre tract and the west line of said W. E. Armstrong Subdivision, at a distance of 7.06 feet passing a 1-inch pinch top pipe found marking the common easterly corner of Lot 3 and Lot 4 of said Mrs. M. B. Martyr's Subdivision, continuing along the east line of said Mrs. M. B. Martyr's Subdivision and along the west line of said called 25 acre tract and the west line of said W. E. Armstrong Subdivision, in all, a distance of 488.48 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the common easterly corner of Lot 12 and Lot 11 of said Mrs. M. B. Martyr's Subdivision and marking the southeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, South 86°54'43" West, along the common line of said Lot 12 and Lot 11, a distance of 361.92 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set in the east line of a 16-foot wide road as delineated by said Mrs. M. B. Martyr's Subdivision, marking the common westerly corner of Lot 12 and Lot 11 of said Mrs. M. B. Martyr's Subdivision and marking the southwest corner of the herein described tract;

THENCE, North 02°54'40" West, along the east line of said 16-foot wide road, a distance of 180.40 feet to a point for the northwest corner of the south 1/2 of Lot 15 and marking the northwest corner of the herein described tract;



METES AND BOUNDS DESCRIPTION

1.499 ACRES

PAGE 2 OF 2

THENCE, North 86°53'26" East, along the north line of the south 1/2 of Lot 15, a distance of 361.85 feet to a point in the east line of said Mrs. M. B. Martyr's Subdivision, and in the west line of the aforesaid called 25 acre tract and in the west line of the aforesaid W. E. Armstrong Subdivision, being the northeast corner of the herein described tract;

THENCE, South 02°56'01" East, along the west line of said called 25 acre tract, along the west line of said W. E. Armstrong Subdivision and along the east line of said Mrs. M. B. Martyr's Subdivision, a distance of 180.54 feet to the POINT OF BEGINNING and containing 1.499 acres (65,310 square feet) of land. This description is compiled and based on various Land Title Surveys and plats made by Terra Surveying Company, Inc., from June 2002 to present, and is accompanied by an exhibit of "Harris County Improvement District No. 12, Tract D", made by Terra Surveying Company, Inc., dated January 8, 2010, Project Number 1851-0244-S.

Compiled by: Robert Gabler R.P.L.S.

Terra Surveying Company, Inc.

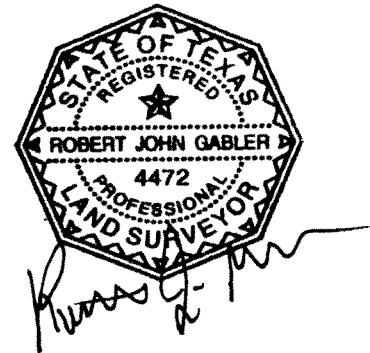
3000 Wilcrest Dr., Suite 210

Houston, Texas 77042

March 10, 2010

Project Number 1851-0244-S

18510244 Harris County Improvement District No 12 Tract 2 part of Tract D MB1.499ac.doc



**Exhibit C**  
**Reimbursement Request**

[CITY LETTERHEAD]

[Date]

Harris County Redevelopment Authority  
c/o Harris County Community Services Department  
8410 Lantern Point Dr.  
Houston, Texas 77054  
Attn: David Turkel

Re: Reimbursement Request for Public Improvements Costs

Dear Mr. Turkel:

In compliance with the Agreement among the Harris County Redevelopment Authority (the "Authority"), Reinvestment Zone Number Twenty-Four, City of Houston, Texas (the "Zone"), and \_\_\_\_\_ (the "City") effective \_\_\_\_\_, 20\_\_ (the "Agreement"), this letter and the attachments hereto are to evidence the City's payment(s) of Public Improvements Costs as defined in the Agreement, and to request reimbursement to the City of the total of such payments within thirty (30) days of the Authority's receipt of its annual Development Tax Increment. Such payments are described below and evidence of their payment is attached.

	Date	Public Improvement	Cost	Payment Made	Inspection Certificate
1					
2					
3					
4					
<b>Total of Requested Reimbursement</b>			<b>\$</b>	<b>\$</b>	

Very truly yours,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit D**  
**Form of Incremental Inspection Certificate**

*Name*

Director of Department of Public Works and Engineering  
City of Houston

*Address*

Reference: *(Name of Project)*

I hereby certify that to the best of my knowledge the facilities in the referenced project phase have been completed in accordance with the design drawings and technical specifications approved by the City of Houston's Department of Public Works and Engineering. The incremental construction costs of this project is *(dollar amount)* as indicated on the attached summary.

Very truly yours,

*Engineer's signature and seal*

4  
c p e e

**Exhibit E**  
**Form of Final Inspection Certificate**

*Name*

Director of Department of Public Works and Engineering  
City of Houston

*Address*

Reference: *(Name of Project)*

I hereby certify that to the best of my knowledge the facilities in the referenced project have been completed in accordance with the design drawings and technical specifications approved by the City of Houston's Department of Public Works and Engineering. The final construction costs of this project is *(dollar amount)* as indicated on the attached summary.

Very truly yours,

*Engineer's signature and seal*