

Controller's Office

To the Honorable Mayor and City Council of the City of Houston:

I hereby certify, with respect to the money required for the contract, agreement, obligation, or expenditure contemplated by the ordinance set out below that:

- ( ) Funds have been encumbered out of funds previously appropriated for such purpose.
- ( ) Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- ( X ) Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- ( ) No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- ( ) The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- ( ) A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated herein by this reference.
- ( ) Other.

*Ronald C. [Signature]*  
*Ronald C. [Signature]*

Date: 11-5, 2013.

City Controller of the City of Houston

FUND REF: NA AMOUNT: NA ENCUMB. NO.: RF50050-14

*NA  
NA  
etc*

City of Houston, Texas, Ordinance No. 2013-1006

AN ORDINANCE APPROVING AND ESTABLISHING THE HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 390 CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM PURSUANT TO CHAPTER 380, TEXAS LOCAL GOVERNMENT CODE; AUTHORIZING AND APPROVING TWO ECONOMIC DEVELOPMENT AGREEMENTS BY AND BETWEEN THE CITY OF HOUSTON, TEXAS AND HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 390 FOR IMPLEMENTATION OF THE PROGRAM; CONTAINING FINDINGS AND OTHER PROVISIONS RELATED TO THE FOREGOING SUBJECT; AND DECLARING AN EMERGENCY.

\* \* \* \* \*

**WHEREAS**, pursuant to Article III, Section 52-a of the Texas Constitution and Chapter 380, Texas Local Government Code, as amended (“Chapter 380”), the City is authorized to establish and provide for the administration of one or more programs, including programs for making loans and grants of public money to promote state or local economic development and to stimulate business and commercial activity in the City; and

**WHEREAS**, Harris County Municipal Utility District No. 390 (the “District”), a political subdivision of the State of Texas located within the City of Houston, Texas, was organized, created, and established pursuant to Article XVI, Section 49 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code for the construction and acquisition of facilities necessary to provide public water, sanitary sewer and stormwater drainage systems, fire suppression facilities, park and recreational facilities, and road facilities; and

**WHEREAS**, the City finds that the current street network within the District and surrounding area does not provide adequate connectivity for local and regional mobility and has deterred the economic development of the City and the District; and

**WHEREAS**, the District has the authority and desires to facilitate completion of the transportation grid within and connecting to the District’s boundaries and public infrastructure improvements (the “Projects”) to support the development and construction of commercial and multi-use projects; and

**WHEREAS**, the City finds that the Projects will facilitate local and regional mobility and stimulate business and commercial activity by providing transportation access and connections to serve the areas of the City east and west of State Highway 288; and

**WHEREAS**, the City finds that the Projects will promote economic development and stimulate business and commercial activity in the City; and

**WHEREAS**, the City finds that the Projects are for the public purposes of development and diversification of the economy of the State and the City, elimination of unemployment and underemployment in the State, and development and expansion of commerce in the State; and

**WHEREAS**, by Ordinance No. 99-674 adopted by City Council on June 20, 1999, the City established a Chapter 380 Program, pursuant to the provisions of Chapter 380; and

**WHEREAS**, the City now desires to create an additional economic development program to be known as the Harris County Municipal Utility District No. 390 Chapter 380 Program (the “Program”); and

**WHEREAS**, Section 380.001(a) of the Texas Local Government Code provides that the City may make loans and grants of public money to promote local economic development and to stimulate business and commercial activity in the City; and

**WHEREAS**, the City and the District have the authority to contract for the development of the Projects pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

**WHEREAS**, the Program will be accomplished through two economic development agreements between the City and the District, each of which sets forth the terms and conditions of the grant of public funds by the City and implementation of the Projects: (1) the MUD 390 City Park Proximity Agreement, in substantially the form attached hereto as **Exhibit A**, and (2) the MUD 390 City Park Agreement, in substantially the form attached hereto as **Exhibit B**; and

**WHEREAS**, the City has concluded and hereby finds that these agreements promote economic development in the City of Houston and, as such, meet the requirements under Chapter 380 are in the best interests of the City and the District; **NOW, THEREFORE**,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:**

**Section 1.** Findings. That the facts and recitals contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are hereby adopted as part of this Ordinance.

**Section 2.** Harris County Municipal Utility District No. 390 Chapter 380 Program. That there is hereby established the Harris County Municipal Utility District No. 390 Chapter 380 Program ("Program") pursuant to the provisions of Chapter 380 of the Texas Local Government Code. The purposes of the Program shall be to make loans and grants of public money to Harris County Municipal Utility District No. 390 (the "District") and to provide personnel and services of the City to promote local economic development and to stimulate business and commercial activity in the Economic Impact Area defined in this Ordinance.

**Section 3.** Approval of the MUD 390 City Park Proximity Economic Development Agreement. That the City Council hereby approves and authorizes the MUD 390 City Park Proximity Economic Development Agreement, in substantially the form of the document attached hereto as **Exhibit A** and incorporated herein by reference.

**Section 4.** Approval of the MUD 390 City Park Economic Development Agreement. That the City Council hereby approves and authorizes the MUD 390 City Park Economic Development Agreement, in substantially the form of the document attached hereto as **Exhibit B** and incorporated herein by reference.

**Section 5.** That the Mayor is authorized to execute the MUD 390 City Park Proximity Economic Development Agreement and the MUD 390 City Park Economic Development Agreement and all related documents on behalf of the City.

**Section 6.** That the City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

**Section 7.** That the City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under the MUD 390 City Park Proximity Economic Development Agreement and the MUD 390 City Park Economic Development Agreement without further authorization from Council.

**Section 8.** That there exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED THIS 6th day of November, 2013.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is NOV 12 2013

  
\_\_\_\_\_  
City Secretary

(Prepared by Legal Department Donna Capps <sup>DFA</sup>)  
(DRC:drc October 31, 2013) Assistant City Attorney  
(Requested by Andy Icken, Chief Development Officer, Office of the Mayor)  
(L. D. File No. 0341200021001)

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AYE	NO	
✓		<b>MAYOR PARKER</b>
••••	••••	<b>COUNCIL MEMBERS</b>
✓		BROWN
✓		DAVIS
✓		COHEN
✓		ADAMS
✓		MARTIN
✓		HOANG
✓		PENNINGTON
✓		GONZALEZ
✓		RODRIGUEZ
✓		LASTER
✓		GREEN
✓		COSTELLO
✓		BURKS
	ABSENT DUE TO BEING ILL	NORIEGA
✓		BRADFORD
✓		CHRISTIE
CAPTION	ADOPTED	

**EXHIBIT A  
to Ordinance**

**FORM OF ECONOMIC DEVELOPMENT AGREEMENT  
("MUD 390 CITY PARK PROXIMITY AGREEMENT")  
BETWEEN THE CITY OF HOUSTON AND  
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 390**

## ECONOMIC DEVELOPMENT AGREEMENT

(MUD 390 City Park Proximity Agreement)

THIS AGREEMENT ("Agreement") by and between the CITY OF HOUSTON, TEXAS, a Texas home-rule municipal corporation (the "City"), and HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 390, a conservation and reclamation district located within the corporate limits of the City whose creation and powers were approved by City Ordinance No. 2002-763 on August 21, 2002 and City Ordinance No. 2010-580 on July 14, 2010 (the "District"), is entered into as of the date the City Controller countersigns this Agreement (the "Effective Date").

### RECITALS

WHEREAS, the District and the City desire for the District to issue its bonds to facilitate completion of the transportation grid within and connecting to the District's boundaries, specifically, (a) the extension of Kirby Drive from West Orem Drive north to the City Amateur Sports Complex, including construction of a bridge over Sims Bayou (Area 5 on **Exhibit A**, "Kirby Drive Segment"), (b) four lanes of East Orem Drive from State Highway 288 to the collector described in (c) below (Area 3 on **Exhibit A**, "District Orem Drive Segment"), (c) a collector road from East Orem Drive to Almeda Genoa, east of State Highway 288 (Area 3 on **Exhibit A**, "Collector Road"), and (d) two lanes of East Orem Drive from the east boundary of the District to connect to existing East Orem Drive near Cullen Drive (Area 1 on **Exhibit A**, "City Orem Drive Segment"), all as depicted on the map marked as **Exhibit A** attached hereto (the "Public Improvements"). The Public Improvements, including road and paving improvements for major thoroughfares and roads that connect to and/or from a major thoroughfare, construction of a bridge, and related drainage improvements within certain rights-of-way to be designed, constructed and financed by the District, are described in a list marked as **Exhibit B** attached hereto;

WHEREAS, the District has road powers pursuant to Texas Water Code Section 54.234. The Public Improvements will facilitate regional mobility through paving and related drainage construction within and adjacent to the boundaries of the District and within the corporate limits of the City, including the establishment of roads serving the Houston Amateur Sports Complex and the Texas Medical Center. To finance the Public Improvements, the City requests that the District issue the District's contract revenue bonds in one or more series in the estimated total aggregate principal amount not to exceed \$11,684,000.00 (the "Bonds"), and the District requests that the City agree to pay the District, for the District's use to pay debt service on the Bonds, a total amount not to exceed the Maximum Reimbursement Amount (as defined herein) from revenues of the City;

WHEREAS, the District intends to finance, design, and construct the Public Improvements in accordance with the terms and conditions of this Agreement and the applicable requirements of state and local law;

WHEREAS, the City and the District have the authority to contract for the development of the Public Improvements pursuant to Chapter 380 (as defined below) and pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code;

WHEREAS, pursuant to Article III, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code (collectively, "Chapter 380"), the City has the authority to use public funds for the public purposes of promoting local economic development and stimulating business and commercial activity within the City, advancing the development and diversification of the economy of the City and the State of Texas (the "State"), eliminating unemployment or underemployment in the City and the State, and developing or expanding transportation and commerce within the City and the State;

WHEREAS, by Ordinance No. 2013-\_\_\_\_\_,<sup>1</sup> the City has established a program in accordance with Chapter 380 known as the Harris County Municipal Utility District No. 390 Chapter 380 Program ("Program") under which the City has the authority to use public funds for the public purposes of promoting local economic development and stimulating business and commercial activity;

WHEREAS, the City recognizes the positive economic impact that the Public Improvements will bring to the City through the improvement of regional mobility, the timely development and diversification of the economy, elimination of unemployment and underemployment through the creation and retention of new jobs, the attraction of new businesses, and the retention and growth of the ad valorem tax revenues within the City as a result of construction of the Public Improvements and the ad valorem tax revenues generated within and adjacent to the boundaries of the District, all as depicted in blue on **Exhibit C** attached hereto (the "Economic Impact Area") and as it may be expanded as provided in Article V.B. of this Agreement;

WHEREAS, the City recognizes that the Public Improvements will provide a public service and benefit to the City by providing transportation access and connections to serve the areas of the City east and west of State Highway 288, which will directly stimulate economic development within the Economic Impact Area;

WHEREAS, in consideration of the District's undertaking to issue its Bonds and to design and construct the Public Improvements and to deliver the completed Public Improvements to the City for its use, operation, and maintenance, all of which will bring additional ad valorem tax revenues to the City, the City desires to enter into this Agreement pursuant to Chapter 380 and other laws applicable to the development of the Public Improvements as an economic incentive for the District to issue its Bonds to finance the design, construction, and delivery of the Public Improvements;

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<sup>1</sup> City Secretary to insert Ordinance number.



WHEREAS, to ensure that the payments and benefits the City provides under this Agreement are utilized in a manner consistent with Chapter 380 and other applicable laws, the District has agreed herein to comply with certain conditions;

WHEREAS, in consideration of the District's commitment to issue its Bonds to finance the design and construction of the Public Improvements, which are anticipated to generate increased tax revenues for the City, the City agrees to make full and timely payment to the District the Annual Reimbursement Amount (as defined herein), but not more than the Maximum Reimbursement Amount (as defined herein);

WHEREAS, the City has concluded and hereby finds that this Agreement promotes economic development in the City and, as such, constitutes a program for promoting economic development within the meaning and requirements of Chapter 380, and other law, and, further, is in the best interests of the City and the District;

WHEREAS, consistent with Chapter 380 and other laws, the City and the District, as contemplated in this Agreement, agree to work together to advance the public purposes of developing and diversifying the economy of the State, eliminating unemployment or underemployment in the State, and developing or expanding transportation or commerce in the State; and

NOW, THEREFORE, for and in consideration of the premises and the promises and mutual agreements set forth herein, the City and the District agree as follows:

## **ARTICLE I GENERAL TERMS**

A. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated for all purposes.

B. Definitions and Terms. The terms "Agreement," "Bonds," "Chapter 380," "City," "City Orem Drive Segment," "Collector Road," "District," "District Orem Drive Segment," "Economic Impact Area," "Effective Date," "Kirby Drive Segment," "Public Improvements," and "State" have the meanings given to such terms in the Recitals, and the following terms have the following meanings:

1. "Annual Reimbursement Amount" means (except as it may be increased by the City pursuant to Article II.A.(a) below), without regard to the actual source of funds or revenues used by the City to make payments to the District hereunder, an annual amount to be paid by the City to the District equal to the lesser of

- (i) \$950,000 annually; or
- (ii) (I) the total of the amounts of

(a) the real property ad valorem taxes levied based upon the total taxable appraised value in the Economic Impact Area as of January 1 of the year preceding payment and collected by the City, plus

(b) the sales and use taxes received by the City in the Economic Impact Area for the calendar year preceding the payment, subject, however to the requirement below, less

(II) the Base Value; or

(iii) the annual debt service (principal and interest) due on the District's Bonds in the year in which such payment is due, plus any fees and expenses related to the annual debt service payments (including, without limitation, paying agent/registrar fees and bond call fees).

The sales and use taxes under B.1(ii)(I)(b) above will not be included unless the District provides to the City a list of the sales and use tax permit holders located within the Economic Impact Area, including the taxpayer identification number, name of business, address, and, if applicable, outlet number. If sales and use taxes are included said list will be updated annually or, at the District's option, more frequently.

2. "Base Value" means the total of the amounts of real property ad valorem taxes levied based upon the total taxable appraised value in the Economic Impact Area as of January 1, 2011 and collected by the City, and, if the District has provided the information required for sale and use tax permit holders as specified above, sales and use taxes received by the City in the Economic Impact Area for the calendar year January 1, 2012 through December 31, 2012.

3. "Force Majeure" has the meaning ascribed to it in Article VI.B of this Agreement.

4. "Maximum Reimbursement Amount" means the total of all Annual Reimbursement Amounts equal to the principal, interest, fees, and expenses on the aggregate principal amount of up to \$11,684,000.00 in Bonds issued by the District and payable by the City in annual installments to the District as set forth in the definition of Annual Reimbursement Amount above.

5. "Parties" or "Party" means the City and the District, the parties to this Agreement.

6. "Public Improvements Cost" means all costs of financing, acquisition, design, development, construction, completion, and delivery of the Public Improvements, paid by or through the Bonds issued by the District, including (i) the acquisition cost of any land that is part of the Public Improvements; (ii) all costs of design, engineering, materials, labor, construction, testing and inspection and other services arising in connection with the design, construction and completion of the Public Improvements; (iii) all payments arising under any contracts entered into for the design

or construction of the Public Improvements; and (iv) all costs incurred in connection with obtaining governmental approvals, certificates, and permits required in connection with the construction of the Public Improvements, including the legal, engineering, and other consultant fees, services, and expenses related to the design and construction of the Public Improvements, the issuance, delivery, and payment of the District's Bonds, and the drafting and negotiation of this Agreement, all of which shall constitute a program in accordance with Chapter 380.

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

D. Term of the Agreement. This Agreement shall commence on the Effective Date and shall terminate upon the payment by the City of the final Annual Reimbursement Amount as provided in Article V below, except as otherwise provided in Article VII.M. of this Agreement, or, if the District has not issued the first series of its Bonds within five (5) years after the Effective Date, this Agreement shall terminate on the fifth anniversary of the Effective Date.

## **ARTICLE II THE PUBLIC IMPROVEMENTS**

### A. The Public Improvements.

(a) The District shall, except as provided in subsection (b) below, design and construct (or cause to be designed and constructed) the Public Improvements (or portion thereof, as provided below and as appropriate), which may be designed and constructed in phases. The City and the District acknowledge that the amount specified in Article I.B.1(ii) as of the Effective Date is currently estimated to be sufficient to pay only the annual debt service, including fees and expenses, on Bonds issued to pay the costs of the Public Improvements consisting of the District Orem Drive Segment and the Collector Road. Accordingly, the District shall not be obligated to design or construct the Public Improvements of the Kirby Drive Segment or the City Orem Drive Segment unless and until the amount specified in Article 1B.1(ii) increases to an amount sufficient to pay the annual debt service, including fees and expenses, on Bonds issued for the Public Improvements of the Kirby Drive Segment and the City Orem Drive Segment as well as Bonds theretofore issued for the Public Improvements of the District Orem Drive Segment and the Collector Road. If the District determines that revenues to be paid under this Agreement (in excess of those revenues required to finance the District Orem Drive Segment and the Collector Road) will not be sufficient to fully finance the design and construction of both the Kirby Drive Segment Public Improvement and the City Orem Drive Segment Public Improvement, the City Orem Drive Segment (or portions thereof that can be financed with said excess) shall have first priority and the Kirby Drive Segment (or portions thereof) shall have second priority. The City may, at its option, increase the Annual Reimbursement Amount in Article

1.B.1(ii) such that the excess over those revenues required to finance the District Orem Drive Segment and the Collector Road will be sufficient to complete the City Orem Drive Segment and/or all or a portion of the Kirby Drive Segment, and the District agrees to use any such increase in the Annual Reimbursement Amount for said purposes. The District shall (i) begin engineering design of the Public Improvements (or a portion thereof, as provided above and as appropriate) within 120 days after the District has secured all necessary rights-of-way and the District receives the proceeds of its Bonds (or the first series thereof), (ii) submit for review and approval plans and specifications for the Public Improvements (or any applicable portion thereof) to governmental entities with jurisdiction, including the City, within six (6) months following commencement of engineering design, and (iii) commence construction of the Public Improvements (or any applicable portion thereof) within 120 days after receiving final approval of the plans and specifications from all governmental entities with jurisdiction, including the City. The list of Public Improvements set forth in **Exhibit B** may be modified at any time by mutual agreement of the Mayor, or the Mayor's designee, and the District, to modify, add, or remove Public Improvements if (i) the Mayor, or the Mayor's designee, and the District determine that the modification, addition, or removal is necessary to achieve the intent of this Agreement, (ii) the modification, addition, or removal is consistent with the Program approved herein and the proceedings authorizing the issuance, sale, and delivery of the District's Bonds; and (iii) the modification, addition, or removal costs will not require issuance of Bonds in excess of a total aggregate principal amount of \$11,684,000.00. Although the actual costs of the Public Improvements listed in **Exhibit B** may be higher or lower than the line item estimates provided therein, the District may reallocate costs among the line items based upon the District's actual costs for the Public Improvements as required to complete the Public Improvements so long as any reallocation does not require issuance of the District's Bonds in excess of a total aggregate principal amount of \$11,684,000.00 and the District's obligations shall be limited further as set forth in Article IV below.

(b) As an alternative to the District's construction of the City Orem Drive Segment Public Improvement, upon dedication, donation, or other acquisition, without cost to the City, of the land or the right-of-way in general conformity with the City's Major Thoroughfare Plan necessary to construct the City Orem Drive Segment, and prior to issuance of bonds for the construction of the City Orem Drive Segment, the City may choose to construct the City Orem Drive Segment. If the City chooses to construct the City Orem Drive Segment, it shall promptly notify the District, and the Maximum Reimbursement Amount shall be reduced by an amount equal to the principal, interest, fees, and expenses on an aggregate principal amount of Bonds which otherwise would have been issued to finance the City Orem Drive Segment except for that amount of Bonds required to pay any and all amounts, if any, theretofore incurred or expended by the District relative to the City Orem Drive Segment for costs other than the direct purchase price for fee simple or easement right-of-way acquisition. Notwithstanding the foregoing, there shall be no reduction in the Maximum Reimbursement Amount with respect to any such amount necessary to fund the other Public Improvements.

B. Standards and Approvals. The District agrees that the plans and specifications for the Public Improvements shall be subject to any applicable and required review and approval of all governmental entities with jurisdiction, including, without limitation, the City. The District agrees to comply with all applicable legal requirements of such jurisdictions. Before commencing construction of any Public Improvements (with the exception of any landscaping and irrigation components), the District will submit to the City's Director of the Department of Public Works and Engineering, or his or her designee ("Director"), all plans and specifications for the construction of the Public Improvements and obtain the Director's approval of the plans and specifications, which approval shall be granted if all Public Improvements and appurtenances thereto comply with the City's then-current standard plans and specifications applicable to the Public Improvements and appurtenances. Prior to construction of any Public Improvements (with the exception of any landscaping and irrigation components), the District or its engineer will give written notice by registered or certified mail to the Director stating the date that construction will be commenced. Construction of the Public Improvements will be in accordance with the approved plans and specifications, and with the City's applicable standards and specifications, and, during the progress of the construction and installation of the Public Improvements, the Director may conduct periodic, on-the-ground inspections. Notwithstanding the foregoing, the landscaping and irrigation components of the Public Improvements shall comply with all State and local requirements, including without limitation, Chapter 33 of the City Code of Ordinances and the City Construction Code that are applicable to the landscaping and irrigation components.

C. Major Thoroughfare Plan. The District will apply to the City for an amendment to the City's Major Thoroughfare Plan to add the Collector Road which is not currently reflected on the Major Thoroughfare Plan to said Plan; provided, however, that denial by the City of such application shall have no effect on the rights and other obligations of the City and the District under this Agreement.

### **ARTICLE III REPRESENTATIONS**

A. Representations of the City. The City hereby represents to the District that as the date hereof:

The City is a duly created and existing municipal corporation and home rule municipality of the State of Texas under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

The City has the power, authority and legal right under the laws of the State of Texas and the City Charter to enter into and perform this Agreement and the execution, delivery and performance hereof (i) will not, to the best of its knowledge, violate any applicable judgment, order, law, regulation or City Charter provision, and (ii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or

security interest upon any assets of the City under any agreement or instrument to which the City is a party or by which the City or its assets may be bound or affected.

This Agreement has been duly authorized, executed and delivered by the City and constitutes a legal, valid and binding obligation of the City, enforceable in accordance with its terms except to the extent that the enforceability of this Agreement may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights.

The execution, delivery and performance of this Agreement by the City do not require the consent or approval of any person that has not been obtained.

B. Representations of the District. The District hereby represents to the City that as of the date hereof:

The District is duly created as a political subdivision of the State of Texas operating under Chapters 49 and 54, Texas Water Code, as amended, and is authorized to carry on the governmental functions and operations as contemplated by this Agreement.

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

This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of the District, enforceable in accordance with its terms except to the extent that the enforceability of this Agreement may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights.

The execution, delivery, and performance of this Agreement by the District do not require the consent or approval of any person that has not been obtained other than, with respect to issuance of the District's Bonds hereunder, the consents or approvals of the Texas Commission on Environmental Quality, as and if required, and the Attorney General of the State of Texas.

#### **ARTICLE IV DISTRICT COMMITMENTS**

In consideration of the City's agreeing to pay the District the Maximum Reimbursement Amount in accordance with the terms, provisions, and conditions of this

Agreement, the District agrees to fulfill the following conditions in order to receive the Maximum Reimbursement Amount:

A. Public Improvements Funding.

(1) The District intends to issue its Bonds in one or more series in the approximate total aggregate principal amount of \$11,684,000 to finance the design and construction of the Public Improvements, subject to the approval of the Attorney General of the State of Texas. The City will cooperate with the District, as and if necessary, to obtain said approval. The Bonds will comply with all of the conditions set forth in City Ordinance No. 2002-763, as amended, including without limitation the net effective interest rate cap of two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its "20 Bond Index" during the one-month period next preceding the date notice of the sale of the Bonds is given. In constructing the Public Improvements, the District shall comply with any applicable provisions of the City's Code of Ordinances that require an applicant for a building permit to estimate the total value of work, including materials, goods, and labor, for which the permit is being issued. In no event shall the District be obligated to (i) issue its Bonds in a total aggregate principal amount in excess of \$11,684,000.00 or (ii) issue its Bonds, or any series thereof, in a principal amount or having payment terms or interest rates in excess of that which can be fully and timely paid, according to their terms, out of the Annual Reimbursement Amount installments, or that which is required to produce sufficient proceeds, net of issuance costs and the funding of any required reserve fund for the Bonds, to design, construct, complete, and deliver the Public Improvements, or such portions thereof as can be accomplished within such limits, as provided in this Agreement or (iii) construct the Public Improvements (or any portion thereof) if the total costs of same, including engineering costs and the District's Bond issuance costs, exceed \$11,684,000.00.

(2) The District's Bonds, and all appropriate documents relating to the offering, sale, and delivery of the Bonds, shall state in conspicuous print that the Bonds are not an obligation of the City. The City shall timely provide to the District information regarding the City's obligation to pay, and revenues for, the Annual Reimbursement Amount as may be reasonably requested by the District for inclusion in the documents relating to the offering, sale and delivery of the District's Bonds.

(3) The District shall use the proceeds of its Bonds only for the Public Improvements until all of the Public Improvements (or portions thereof which can be completed with the proceeds of its Bonds in the total aggregate principal amount of \$11,684,000.00) have been completed. Following issuance of all of its Bonds and the completion of and payment for all of the Public Improvements (or portion thereof as set forth above), the District shall transfer any unspent proceeds of its Bonds to the District's debt service fund for the Bonds and reflect the transfer on a revised debt payment schedule provided to the City.

(4) The City may, but is not obligated to, make payments to the District in excess of the Annual Reimbursement Amount. The District shall deposit the excess payment in the debt service fund for the Bonds to be used for the early redemption of the Bonds, so long as any such deposit will not adversely affect the tax exempt status of the Bonds under applicable federal law.

B. Ownership, Operation, and Maintenance of the Public Improvements. As the acquisition and construction of each integral stage of the Public Improvements is completed and each integral stage of the Public Improvements becomes operational, the District shall convey such Public Improvements to the City (including rights-of-way). As construction of each integral stage of the Public Improvements is completed, City representatives shall inspect the same and, if the City finds that the same has been completed in accordance with the final plans and specifications, or any modifications thereof, and in accordance with all applicable laws, rules, and regulations, the City will accept the same, whereupon such portion of the Public Improvements shall be owned, operated, and maintained by the City at its sole expense.

C. Competitive Bidding. Construction contracts for the Public Improvements shall be let on a competitive bidding basis. After preparation of final plans and specifications and their approvals, as required by this Agreement, the District shall advertise for or solicit bids (as required by law applicable to the District) for construction as described in the final plans and specifications. The City's representatives shall be notified of, and invited to attend, when applicable, pre-bid conferences, bid openings, and the award of contracts in accordance with the notice provision of Article VII, Section B of this Agreement. The City shall designate from time to time, in writing, the persons who shall be the City's designated representatives. In the event of the failure of the City to designate representatives, the Director of Public Works and Engineering shall be the City's representative.

D. Performance Bonds. If required by law applicable to the District, the District shall require each contractor constructing the Public Improvements to furnish a performance bond in an amount equal to the full cost of the construction contract with that contractor, conditioned on the contractor's full and timely performance under the construction contract. The District and the City shall be dual obligees for each performance bond. The performance bond(s) must be in a form approved by the City Attorney and issued by a corporate surety authorized and admitted to write surety bonds in Texas. If the amount of the bond exceeds \$100,000.00, the surety must be listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department or reinsured for any liability in excess of \$100,000.00 by a reinsurer listed on the U.S. Treasury list.

E. Utilization of Local Contractors and Suppliers. The District agrees to exercise commercially reasonable efforts to utilize local contractors and suppliers in the construction of the Public Improvements, with a goal of at least thirty percent (30%) of the total dollar amount of all Public Improvements construction contracts and supply



agreements being paid to local contractors and suppliers. A contractor or supplier shall be considered as local if it has maintained an office within the City for at least one year.

F. Business Opportunity. The District is encouraged to review the City's Minority and Women Business Enterprise ("MWBE") program as set forth in Chapter 15, Article V of the City of Houston Code of Ordinances and the requirements for good faith efforts on file with the City Office of Business Opportunity ("OBO"). The District shall make good faith efforts to award the maximum number of subcontracts or supply agreements to entities that are certified by the City as MWBEs.

G. Maintenance of Records. The District shall be responsible for maintaining records of all costs incurred and payments made for the Public Improvements and records evidencing compliance with all of the District commitments required by this Article IV for ten (10) years from the final payment by the District of the Public Improvements Cost and shall make such records available to the City for examination at the City's reasonable request. The City shall have the right to review and audit such records upon five (5) business days prior written notice to the District.

## **ARTICLE V REIMBURSEMENT**

A. Annual Reimbursement Audit. The City shall commence payment of the Annual Reimbursement Amount to the District not later than thirty (30) days following receipt of a schedule reflecting the annual principal and interest payments which will be due on the Bonds issued by the District for the Public Improvements and any other costs included in the Annual Reimbursement Amount. It is understood and agreed that the District will provide to the City a revised schedule upon the funding of each series of the District's Bonds and that the Annual Reimbursement Amount under Article I.B.1 shall be based upon the then-current revised schedule. This schedule shall reflect the total Annual Reimbursement Amount to be paid under Article I.B.1 and payments shall continue to be made by the City each year on the same date until the date the final debt service payment on the District's Bonds is paid by the District. The City shall pay the Annual Reimbursement Amount to the District in annual installments not later than thirty (30) days prior to the first due date shown on the schedule for the initial series and any subsequent series of the District's Bonds, from any funds that are or can be made lawfully available to the City at the time each Annual Reimbursement Amount is due. Such payments are not subject to any reduction, whether offset or otherwise. If the Annual Reimbursement Amount is based on the amount of ad valorem taxes levied and collected by the City in the Economic Impact Area for the tax year preceding the payment, the City shall provide the District with an accounting of the tax revenue collected within the Economic Impact Area with each payment of the Annual Reimbursement Amount. In addition, but subject to the requirement that the District provide the information specified in Article I.B.1 with respect to sales and use tax permit holders, if the Annual Reimbursement Amount, or any portion thereof, is based on the amount of sales and use taxes, the City agrees to request from the State Comptroller sales tax reports as provided in Section 321.3022, Texas Tax Code, establishing the

amount of sales tax revenues for each calendar quarter during the term of this Agreement ("Sales Tax Disclosure"). The District agrees to provide any release or releases to the City necessary to allow the State Comptroller to provide the Sales Tax Disclosure. The City and District shall rely on the Sales Tax Disclosure as definitive for all purposes of this Agreement.

B. Expansion of Economic Impact Area. The City and the District, effective as of even date with the Effective Date, will enter into an Economic Development Agreement for the financing and construction of other public improvements, as described therein (the "MUD 390 City Park Agreement"). Upon payment by the City to the District of the final annual reimbursement amount required under the MUD 390 City Park Agreement, the economic impact area defined under the MUD 390 City Park Agreement and depicted in pink in **Exhibit D** hereto shall automatically become part of the Economic Impact Area under this Agreement for all purposes as of January 1 of the year in which the final payment is made under the MUD 390 City Park Agreement.

## **ARTICLE VI DEFAULT AND REMEDY**

A. Payment Default. The City agrees that its failure to pay the Annual Reimbursement Amount when due is an event of default (a "Payment Default") and that the District shall be entitled to any and all of the remedies available in this Article or otherwise at law or in equity.

B. Performance Default. Subject to the provisions of Article VII.M. below with respect to the District, a Party shall be deemed in default under this Agreement (which shall 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, or if any of its representations contained in this Agreement are false (a "Performance Default").

Before a Performance Default is deemed to be a breach of this Agreement, the Party claiming such Performance Default shall notify, in writing, the Party alleged to have committed such Performance Default and shall demand performance. No breach of this Agreement, except a Payment Default, 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 of a Performance Default.

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 shall be deemed to constitute an election of remedies, and all remedies set forth in this Agreement shall be cumulative

and non-exclusive of any other remedy either set forth herein or available to either Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party.

Notwithstanding anything in this Agreement which is or may appear to be to the contrary, if the performance of any covenant or obligation to be performed hereunder by either Party (except for any payment due by the City to the District hereunder) is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, without limitation, pending or threatened litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures, hurricanes or tornadoes, labor action, strikes or similar acts) the time for such performance shall be extended by the amount of time of such delay ("Force Majeure").

## **ARTICLE VII GENERAL PROVISIONS**

A. Time 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 District's compliance with all applicable laws, expeditiously processing permits and approvals to facilitate the District's timely procurement of all entitlements required for the Public Improvements.

B. Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and personally delivered or mailed by certified mail, return receipt requested, or sent by electronic mail confirmed by mailing written confirmation at substantially the same time as such electronic mail, or personally delivered to the receiving Party at the following addresses:

If to the District:

Harris County Municipal Utility District No. 390  
c/o Schwartz, Page & Harding, L.L.P.  
1300 Post Oak Boulevard, Suite 1400  
Houston, Texas 77056  
Attention: President, Board of Directors  
Electronic mail: jschwartz@sphllp.com

If to the 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

Notice shall be deemed to have been received on the date such notice is personally delivered (as evidenced by a signed receipt) or on the date a mailed notice is received as evidenced by the return receipt. Any notice sent by electronic mail shall be deemed to be given when receipt of such transmission is acknowledged. Either Party may change its address by written notice in accordance with this Article VII Section B.

C. Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is approved by the District and the City. It is the intent of the Parties that any such amendment may include an alternative more economical and/or expeditious means to construct and/or finance any of the Public Improvements if such an alternative becomes available which would accomplish the purposes of this Agreement. No course of dealing on the part of the District or the City nor any failure or delay by the District or the City with respect to exercising any right, power, or privilege pursuant to this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section.

D. Successors and Assigns. Neither Party shall have the right to assign its rights under this Agreement or any interest herein without the prior written consent of the other Party; provided, however, that the foregoing shall not be construed to prohibit the District from causing its obligations hereunder to finance and construct the Public Improvements to be performed by a third party pursuant to a separate agreement with such third party. Any such third party financing may be repaid by the District, at its option, using revenues from the City under this Agreement without issuing Bonds, in which event the Annual Reimbursement Amount paid by the City will be equal to the amount set forth in Article I.B.1(i) or Article I.B.1(ii) above, whichever is less.

E. Exhibits, Titles of Articles, Sections and Subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of the exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the

convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

F. Applicable Law. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas. Any actions concerning this Agreement shall be brought in either the State Courts of Harris County, Texas, or the United States District Court for the Southern District of Texas.

G. Invalidity. The essential purpose of this Agreement is to facilitate the financing, design, construction, completion, and delivery of the Public Improvements by the District to the City and the accomplishment of the public purposes and the realization of the public benefits of such project. It is the intent of the Parties that the District shall not be required to use its own funds to pay all or any part of the Public Improvements Costs or its Bonds and that all such costs, within the limits herein set forth, will be borne by the City, as herein provided, and that this Agreement should be liberally construed, without regard to authorship by either Party, to accomplish such purpose and intent. Accordingly, the Parties acknowledge and agree that:

1. In the event that all or any part of the provisions contained in this Agreement shall ever be finally determined by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable, and this Agreement shall be applied and interpreted, in the absence of such severed provision(s), to accomplish such purpose and intent.

2. In the event of any such partial or whole invalidity or unenforceability of this Agreement, the Parties agree to promptly and in good faith negotiate, prepare, authorize, execute, and deliver such supplements, reforms, or replacements for such invalid or unenforceable provisions as may be necessary to give effect to the purpose and intent of the Parties, as set forth herein.

3. Notwithstanding the foregoing, nothing herein shall be deemed or construed to obligate the City to make payment to the District in respect of the District's Bonds of an amount in excess of the Annual Reimbursement Amount installment(s) then due and owing pursuant to this Agreement or the amount of the Maximum Reimbursement Amount.

H. Entire Agreement. This Agreement represents the final agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral or written agreements of the Parties, except in accordance with Article VII. C above.

I. Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by either of the Parties, the Parties agree that such approval or consent shall not be unreasonably withheld, conditioned, or delayed.

J. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

K. Interpretation. This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

L. Conflicts with Ordinances. The City and the District agree that, in the event of a conflict between the provisions of this Agreement and any City ordinance, or regulation by any other agency over which the City has control, whether heretofore or hereafter adopted, that would impair the City's obligations under this Agreement, the provisions of this Agreement shall govern. Without limiting the foregoing, the terms and conditions of this Agreement shall control over any conflicting provisions of City Ordinance No. 99-674, which established a separate Chapter 380 program not applicable to this Program and Agreement.

M. Condition to District Performance. Notwithstanding any provision of this Agreement to the contrary, it is agreed and understood that a condition precedent to the District's performance under this Agreement is the adoption by the City Council of the City of an Ordinance amending City Ordinance No. 2010-580 to authorize the District to design, finance, and construct all of the Public Improvements and to issue Bonds payable from the revenues from the City as provided in this Agreement. If such an amending ordinance is not adopted and effective within sixty (60) days following the Effective Date, the District may terminate this Agreement upon notice given in the manner set forth in Article VII.B. above.

N. Mayor's Designee. The Mayor's designee for purposes of this Agreement shall be the Chief Development Officer of the City (or such other person who may succeed to the duties of the Chief Development Officer) unless the Mayor designates, in writing, a different person to act on the Mayor's behalf. The Mayor may have more than one designee, each of whom may have general or specific responsibilities under this Agreement.

[EXECUTION PAGE FOLLOWS]

IN TESTIMONY OF WHICH this instrument has been executed in multiple counterparts, each of equal dignity and effect, on behalf of the District and the City, effective as of the Effective Date defined herein.

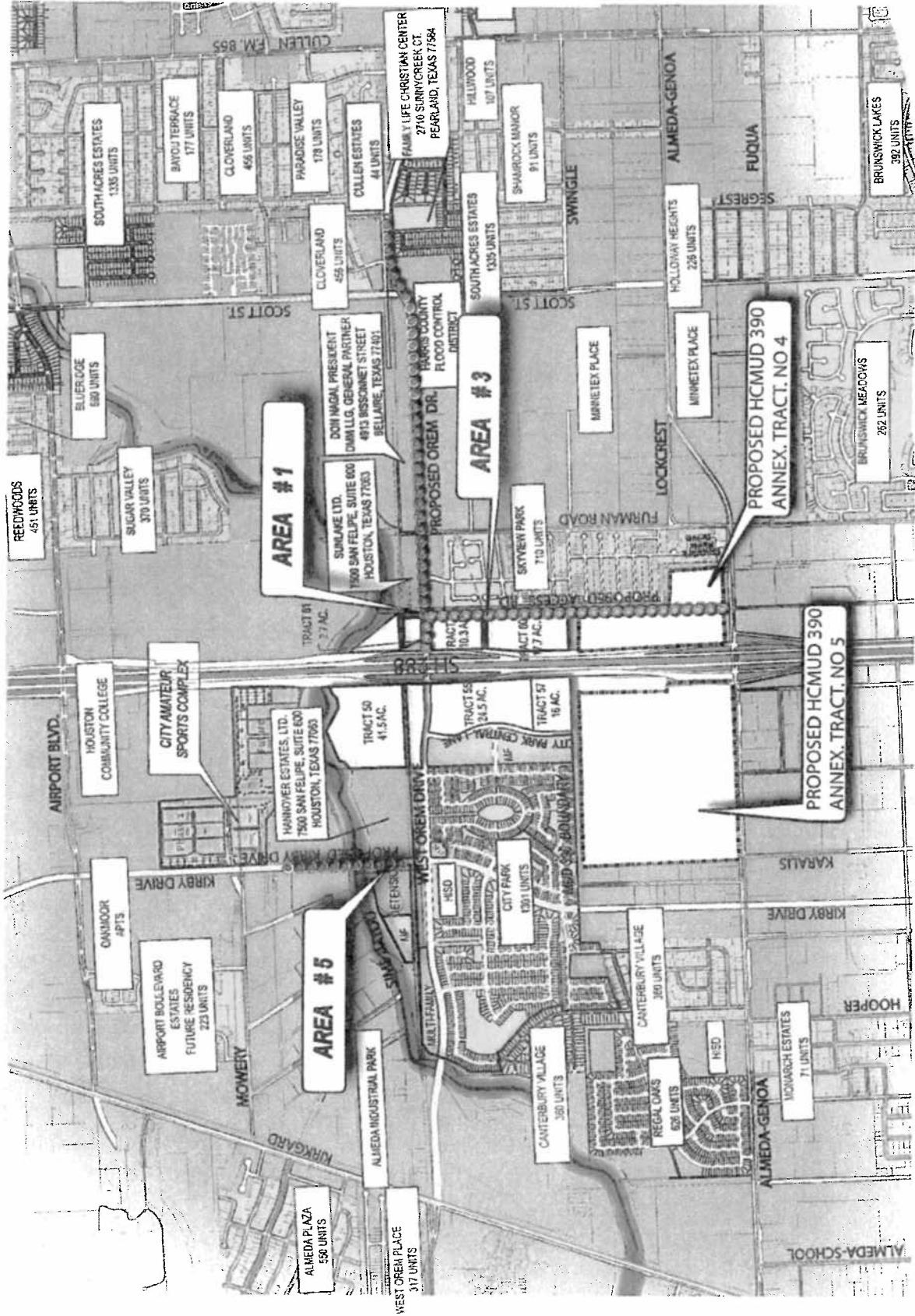
<b>CITY:</b>  CITY OF HOUSTON, TEXAS, a Texas home-rule municipal corporation  _____ Mayor Date: _____  <b>ATTEST/SEAL:</b>  _____ City Secretary Date: _____  <b>COUNTERSIGNED:</b>  _____ City Controller Date: _____  <b>APPROVED AS TO FORM:</b>  _____ Assistant City Attorney L.D. # 0341200021001	<b>DISTRICT:</b>  HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 390, a conservation and reclamation district within the corporate limits of the City of Houston, Texas  By: _____ Name: _____ Title: _____  <b>ATTEST:</b>  By: _____ Name: _____ Title: _____
--	---

EXHIBIT A  
MAP OF PROJECT



# Exhibit "A"

# Exhibit "A"



**EXHIBIT FOR**  
**CITY PARK**  
**PUBLIC IMPROVEMENTS**  
**AECOM**  
**JANUARY 2013**

●●●● AREA #1- EXTEND 2 LANES OF EAST OREM DRIVE FROM EASTERN DISTRICT BOUNDARY TO CONNECT EXISTING EAST OREM DRIVE NEAR CULLEN BLVD.  
 ●●●● AREA #3- EXTEND 4 LANES OF EAST OREM DRIVE FROM S.W. 268 TO THE EASTERN BOUNDARY OF DISTRICT AND EXTEND AN ACCESS ROAD BETWEEN SAID EAST OREM DRIVE TO ALAMEDA GENOA AND IMPROVEMENTS IN AID OF SUCH ROADS.  
 ●●●● AREA #5- EXTEND KIRBY DRIVE FROM OREM DRIVE TO NORTH OF SIMS BAYOU.  
 ——— MUD 390 BOUNDARY  
 - - - - - PROP. HCMUD 390 ANNEXATION

REEDWOODS 451 UNITS  
 BLUERIDGE 680 UNITS  
 SUGAR VALLEY 370 UNITS  
 SOUTH ACRES ESTATES 1335 UNITS  
 BAYOU TERRACE 177 UNITS  
 CLOVERLAND 458 UNITS  
 PARADISE VALLEY 178 UNITS  
 CULLEN ESTATES 44 UNITS  
 FAMILY LIFE CHRISTIAN CENTER 2710 SUNNY/CREEK CT PEARLAND, TEXAS 77584  
 HELLWOOD 107 UNITS  
 SHARROCK MANOR 91 UNITS  
 SOUTH ACRES ESTATES 1335 UNITS  
 HOLLOWAY HEIGHTS 238 UNITS  
 BRUNSWICK LAKES 392 UNITS  
 SOUTHLAKE PRESIDENT DAWN L.L.G. GENERAL PARTNER 4913 BRISSONNET STREET HOUSTON, TEXAS 77063  
 SUNLAKE LTD. 1500 SAN FELIPE, SUITE 600 HOUSTON, TEXAS 77063  
 HANNOVER ESTATES, LTD. 7500 SAN FELIPE, SUITE 600 HOUSTON, TEXAS 77063  
 TRACT 50 41.5 AC.  
 TRACT 54 10.3 AC.  
 TRACT 55 24.5 AC.  
 TRACT 57 16 AC.  
 HSD  
 CITY PARK 1301 UNITS  
 CANTERBURY VILLAGE 300 UNITS  
 REGAL OAKS 602 UNITS  
 MWD  
 MONARCH ESTATES 71 UNITS  
 HOOPER  
 KIRBY DRIVE  
 KARLIS  
 ALMEDA-GENOA SCHOOL  
 ALMEDA-GENOA  
 WEST OREM DRIVE  
 ALMEDA PLAZA 580 UNITS  
 WEST OREM PLACE 317 UNITS  
 ALMEDA INDUSTRIAL PARK  
 CANTERBURY VILLAGE 300 UNITS  
 CANTERBURY VILLAGE 300 UNITS  
 MWD  
 HOOPER  
 KIRBY DRIVE  
 KARLIS  
 ALMEDA-GENOA  
 MONARCH ESTATES 71 UNITS  
 HOOPER  
 CANTERBURY VILLAGE 300 UNITS  
 REGAL OAKS 602 UNITS  
 MWD  
 CANTERBURY VILLAGE 300 UNITS  
 CITY PARK 1301 UNITS  
 HSD  
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 CULLEN ESTATES 44 UNITS  
 PARADISE VALLEY 178 UNITS  
 CLOVERLAND 458 UNITS  
 BAYOU TERRACE 177 UNITS  
 SOUTH ACRES ESTATES 1335 UNITS  
 BLUERIDGE 680 UNITS  
 SUGAR VALLEY 370 UNITS  
 REEDWOODS 451 UNITS  
 PROPOSED OREM DR. HARRIS COUNTY FLOOD CONTROL DISTRICT  
 AREA #1  
 AREA #3  
 AREA #5  
 PROPOSED HCMUD 390 ANNEX. TRACT. NO 4  
 PROPOSED HCMUD 390 ANNEX. TRACT. NO 5

EXHIBIT B

LIST OF PUBLIC IMPROVEMENTS

# Exhibit "B"

## Public Improvements

AREA	ESTIMATED PUBLIC IMPROVEMENT DESCRIPTION	ESTIMATED \$ PER L.F. /S.F/ AC	ESTIMATED L.F./S.F/ AC UNITS	ESTIMATED \$	ESTIMATED SUB-TOTAL CONSTRUCTION \$	ESTIMATED 15% ENGINEERING	ESTIMATED 10% CONTINGENCY	ESTIMATED TOTAL COST
1	East Orem (East District Boundary toward Cullen) Half Blvd from Channel to Exist Orem Traffic Signal Subtotal	\$ 190 \$ 175,000	6,800 3	\$ 1,292,000 \$ 525,000	\$ 1,817,000	\$ 272,550	\$ 208,955	\$ 2,298,505
	Headwalls, Stabilized Fill & Slope Protection East Orem Storm Sewer and Drainage Subtotal	\$ 250,000 \$ 100	1 6,450	\$ 250,000 \$ 645,000	\$ 865,000	\$ 134,250	\$ 102,925	\$ 1,132,175
5	Kirby (North of Orem towards Airport & Sims Bridge) Roadway (Blvd) Culvert Crossing Traffic Control Bridge Drainage & Storm Sewer	\$ 360 \$ 50,000 \$ 175,000 \$ 2,000,000 \$ 85	1,600 1 1 1 1,600	\$ 576,000 \$ 50,000 \$ 175,000 \$ 2,000,000 \$ 136,000	\$ 2,801,000	\$ 420,150	\$ 322,115	\$ 3,543,265
3	East Orem (S.H. 288 East to District Boundary) Full Blvd. paving from S.H. 288 to Channel Collector East of S.H. 288 (Orem and Alameda-Genoa) Roadway paving (41' Road) 6' Sidewalk (West Side of Collector Road) 4" Calliper Tree (East Side of Collector Road) 4" Calliper Tree (West Side with \$200 credit for 1.5" caliper) Streetscape/Grading/Irrigation (20' setback) Major Thoroughfare Amendment Application (MTFA) Orem 4 Lanes Storm Sewer Collector Box Culvert Crossings Collector Storm Sewer	\$ 360 \$ 210 \$ 4 \$ 600 \$ 400 \$ 0.70 \$ 95 \$ 150,000 \$ 85	550 4,900 29,400 163 163 98,000 550 2 4,900	\$ 198,000 \$ 1,029,000 \$ 117,600 \$ 97,800 \$ 65,200 \$ 68,600 \$ 25,000 \$ 52,250 \$ 300,000 \$ 416,500	\$ 1,601,200	\$ 236,430	\$ 183,763	\$ 2,021,393
1,3 & 5	TOTAL				\$ 9,244,369	\$ 1,378,956	\$ 1,060,075	\$ 11,684,000

**Notes**

- 1 The sealed Preliminary Opinion of Probable Construction Cost estimated prepared by the District's Engineer (AECOM) dated September 28, 2012, follow this schedule.
- 2 The estimated and summarized costs above may be re-allocated by the District as required to complete the Public Improvements under the Agreement.
- 3 Following completion and payment for the Public Improvements, the District may utilize any unspent proceeds of the bonds as specified in the Agreement.
- 4 The HC MUD 390 Bond Financing Costs include but are not limited to legal, financing, bond overhead and others in connection with the purposes of the Agreement.
- 5 15% Engineering is not calculated on the \$25,000 MTFE under Area 3.

# Exhibit "B"



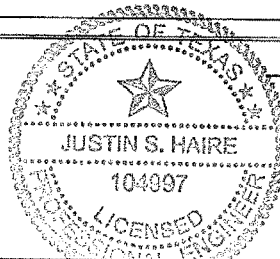
AECOM 713 780 4100 tel  
 5444 Westheimer Rd. 713 780 0838 fax  
 Suite 200  
 Houston, TX 77056  
 www.aecom.com

## Preliminary Opinion of Probable Cost Summary

Project: City Park Development Improvements  
 For:  
 Date: October 24, 2013

Revision: 0

Area 1. East Orem (SH 288 to Cullen) Paving Items			
Quantity	Unit	Unit Price	
6800	LF	190.00	\$ 1,292,000
3	LS	175,000.00	\$ 525,000
			\$ 272,550
			\$ 208,955
			Subtotal: \$ 2,298,505
			Total Cost per LF: \$ 338
Area 1. East Orem (SH 288 to Cullen) Drainage Items			
Quantity	Unit	Unit Price	
6450	LF	100.00	\$ 645,000
1	LS	250,000.00	\$ 250,000
			\$ 134,250
			\$ 102,925
			Subtotal: \$ 1,132,175
			Total Cost per LF: \$ 176
Area 3. Collector Road East of SH 288 (Orem to Alameda-Genoa) Paving Items			
Quantity	Unit	Unit Price	
550	LF	360.00	\$ 198,000
4900	LF	210.00	\$ 1,029,000
29400	SF	4.00	\$ 117,600
163	Each	600.00	\$ 97,800
163	Each	400.00	\$ 65,200
4900	LF	0.70	\$ 68,600
			\$ 236,430
			\$ 181,263
			Subtotal: \$ 1,993,893
			Total Cost per LF: \$ 407
Area 3. Collector Road East of SH 288 (Orem to Alameda-Genoa) Drainage Items			
Quantity	Unit	Unit Price	
550	LF	95.00	\$ 52,250
4900	LF	85.00	\$ 418,500
2	LS	150,000.00	\$ 300,000
			\$ 115,313
			\$ 25,000
			\$ 90,906
			Subtotal: \$ 999,969
			Total Cost per LF: \$ 204
Area 5. Kirby Drive Extension (Orem Dr. Crossing Sims Bayou) Paving Items			
Quantity	Unit	Unit Price	
1600	LF	360.00	\$ 576,000
1	LS	2,000,000.00	\$ 2,000,000
1	LS	50,000.00	\$ 50,000
1	LS	175,000.00	\$ 175,000
			\$ 420,150
			\$ 322,115
			Subtotal: \$ 3,543,265
			Total Cost per LF: \$ 2,215
Area 5. Kirby Drive Extension (Orem Dr. Crossing Sims Bayou) Drainage Items			
Quantity	Unit	Unit Price	
1600	LF	85.00	\$ 136,000
			\$ 20,400
			\$ 15,640
			Subtotal: \$ 172,040
			Total Cost per LF: \$ 108
* Applies only to drainage system contained within ROW limits.			
			TOTAL \$ 10,139,847

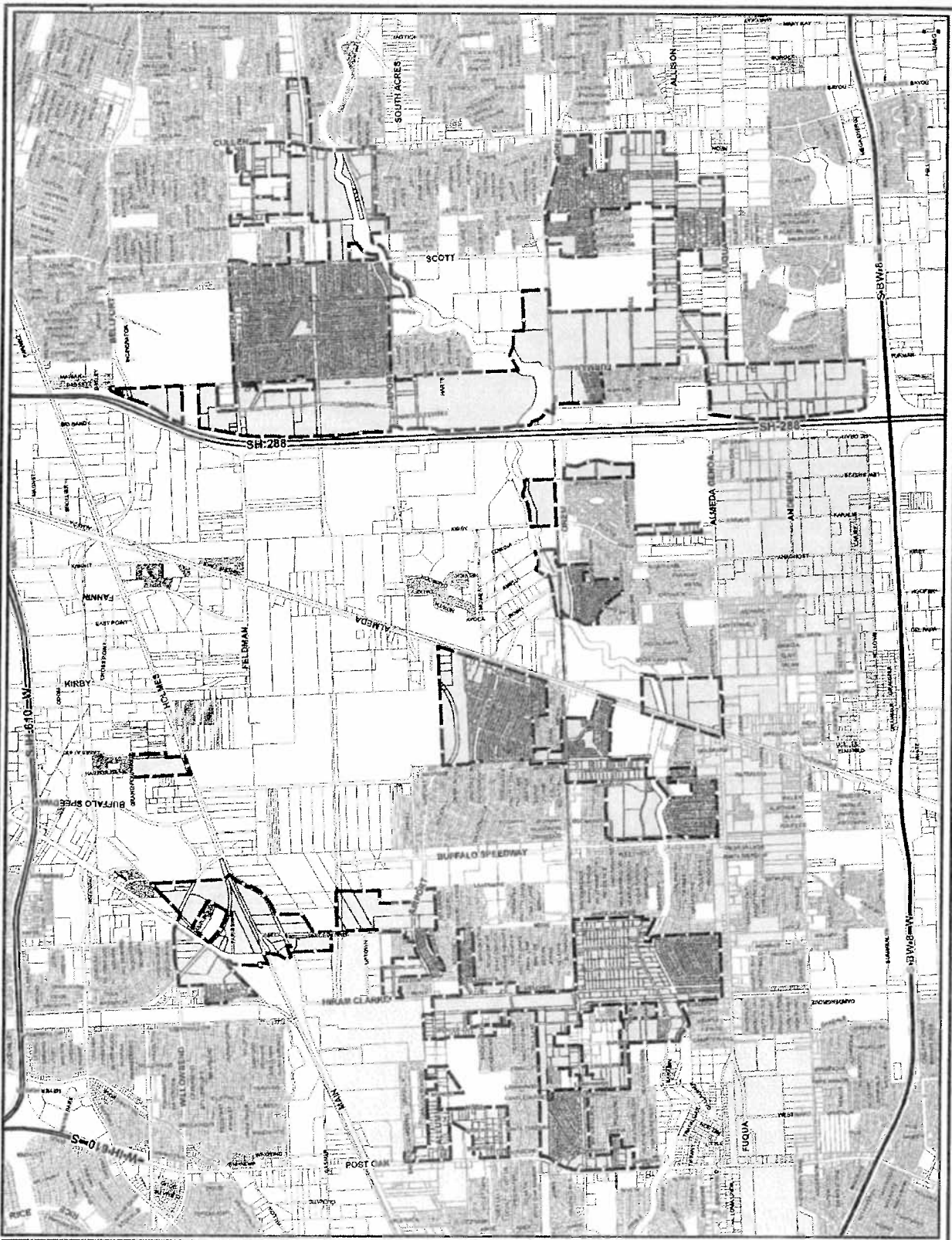


Opinion Prepared:  
 - Without Plans  
 - From Land Plan Only  
 - From Preliminary Plans  
 - From Final Plans

Prepared:   
 Justin S. Haire, PE



Notes: (1) This opinion of probable construction costs is prepared on the basis of the Engineer's experience and qualifications and represent the Engineer's judgment as an experienced and qualified professional, familiar generally with the construction industry. The Engineer has no control over the cost of labor, materials, equipment or services furnished by others or over a Contractor's methods of determining prices, or over competitive bidding or market conditions, therefore the Engineer cannot and does not guarantee that proposals, bids or actual final construction costs will not vary from this opinion. (2) This opinion does not include surveying, geotechnical investigations, legal and administrative services, environmental studies, permitting, easement acquisition, landscaping, irrigation, or site lighting. (3) This opinion does not include the import or export of site fill or excavation material, if required. (4) Future unnamed collector road meets the local municipal and/or County criteria of a collector road.

EXHIBIT C  
ECONOMIC IMPACT AREA



**City of Houston  
Proposed  
City Park Economic  
Impact Area  
EXHIBIT "C"**

**Legend**

-  City Park Boundary
-  Tirz #25-Hiram Clarke/  
FB Houston



Source: GIS Services Division  
Date: October 2013  
Reference: p17293\_prop\_city\_pk\_01z\_25

This map is made available for reference purposes only and should not be substituted for a survey product. The City of Houston will not accept liability of any kind in conjunction with its use.



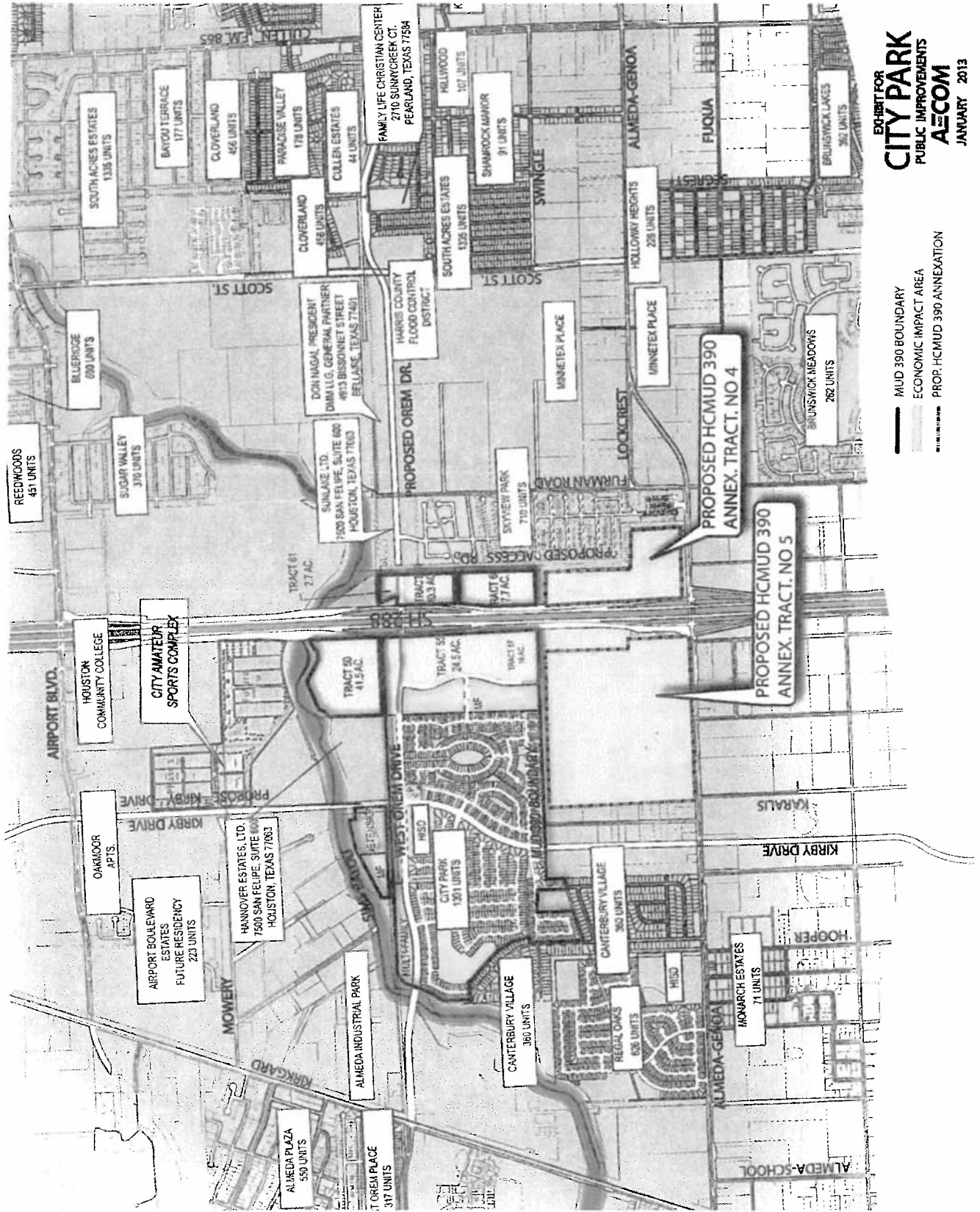
**PLANNING &  
DEVELOPMENT  
DEPARTMENT**

EXHIBIT D

MUD 390 CITY PARK AGREEMENT ECONOMIC IMPACT AREA

# Exhibit "D"

## Exhibit "D"





**EXHIBIT B  
to Ordinance**

**FORM OF ECONOMIC DEVELOPMENT AGREEMENT  
("MUD 390 CITY PARK AGREEMENT")  
BETWEEN THE CITY OF HOUSTON AND  
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 390**

## ECONOMIC DEVELOPMENT AGREEMENT

### (MUD 390 City Park Agreement)

THIS AGREEMENT ("Agreement") by and between the CITY OF HOUSTON, TEXAS, a Texas home-rule municipal corporation (the "City"), and HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 390, a conservation and reclamation district located within the corporate limits of the City whose creation and powers were approved by City Ordinance No. 2002-763 on August 21, 2002 and City Ordinance No. 2010-580 on July 14, 2010 (the "District"), is entered into as of the date the City Controller countersigns this Agreement (the "Effective Date").

### **RECITALS**

WHEREAS, the District encompasses certain tracts of land totaling approximately 113 acres within the corporate limits of the City ("Land") which are anticipated to be developed for multi-use purposes depicted in pink on the map marked as **Exhibit A** attached hereto, plus the District anticipates annexing into the District, as part of the Land, the proposed annexation tracts No. 4 (46 acres) and No. 5 (160 acres) also depicted in pink and outlined in blue dashed lines on **Exhibit A**;

WHEREAS, certain public works and improvements, including road improvements, and public utilities including water and sanitary sewer improvements within and adjacent to certain public rights-of-way, drainage improvements within certain public rights-of-way and detention improvements (and/or drainage conveyance fees) necessary to serve the Land and landscaping within certain public rights-of-way, as financed by the District, are described in a preliminary list marked as **Exhibit B** attached hereto (collectively, the "Public Improvements"), must be developed to serve the Land;

WHEREAS, the District has road powers pursuant to Texas Water Code Section 54.234. The Public Improvements will facilitate regional mobility through paving and related drainage construction within and adjacent to the boundaries of the District and within the corporate limits of the City. To finance the Public Improvements, the City requests that the District issue the District's contract revenue bonds in one or more series in the estimated total aggregate principal amount not to exceed \$6,682,000.00 (the "Bonds"), and the District requests that the City agree to pay the District, for the District's use to pay debt service on the Bonds, a total amount not to exceed the Maximum Reimbursement Amount (as defined herein) from revenues of the City;

WHEREAS, the District intends to finance, design, and construct the Public Improvements in accordance with the terms and conditions of this Agreement and the applicable requirements of state and local law;

WHEREAS, the City and the District have the authority to contract for the development of the Public Improvements pursuant to Chapter 380 (as defined below) and pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code;

WHEREAS, the City recognizes the positive economic impact that the Public Improvements will bring to the City through the improvement of regional mobility, the timely development and diversification of the economy, elimination of unemployment and underemployment through the creation and retention of new jobs, the attraction of new businesses, and the retention and growth of the ad valorem tax revenues within the City as a result of construction of the Public Improvements and the ad valorem tax revenues and sales and use tax revenues generated within and adjacent to the boundaries of the District, being all of the land, including annexation tracts No. 4 and No. 5, depicted in pink on **Exhibit A** attached hereto (the "Economic Impact Area");

WHEREAS, the City recognizes that the Public Improvements will provide a public service and benefit to the City by providing utilities, roadways and improvements in aid of, within, and along the roadways and/or public rights-of-way, which will directly stimulate economic development within the Economic Impact Area;

WHEREAS, pursuant to Article III, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code (collectively, "Chapter 380"), the City has the authority to use public funds for the public purposes of promoting local economic development and stimulating business and commercial activity within the City, advancing the development and diversification of the economy of the City and the State of Texas (the "State"), eliminating unemployment or underemployment in the City and the State, and developing or expanding transportation and commerce within the City and the State;

WHEREAS, by Ordinance No. 2013-\_\_\_\_\_,<sup>1</sup> the City has established a program in accordance with Chapter 380 known as the Harris County Municipal Utility District No. 390 Chapter 380 Program ("Program") under which the City has the authority to use public funds for the public purposes of promoting local economic development and stimulating business and commercial activity;

WHEREAS, in consideration of the District's undertaking to issue its Bonds and to design and construct the Public Improvements and to deliver the completed Public Improvements to the City for its use, operation, and maintenance, all of which will bring additional ad valorem tax revenues and sales and use tax revenues to the City, the City desires to enter into this Agreement pursuant to Chapter 380 and other laws applicable to the development of the Public Improvements as an economic incentive for the District to issue its Bonds to finance the design, construction, and delivery of the Public Improvements;

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<sup>1</sup> City Secretary to insert Ordinance number.

WHEREAS, to ensure that the payments and benefits the City provides under this Agreement are utilized in a manner consistent with Chapter 380 and other applicable laws, the District has agreed herein to comply with certain conditions;

WHEREAS, in consideration of the District's commitment to issue its Bonds to finance the design and construction of the Public Improvements, which are anticipated to generate increased tax revenues for the City, the City agrees to make full and timely payment to the District the Annual Reimbursement Amount (as defined herein), but not more than the Maximum Reimbursement Amount (as defined herein);

WHEREAS, the City has concluded and hereby finds that this Agreement promotes economic development in the City and, as such, constitutes a program for promoting economic development within the meaning and requirements of Chapter 380, and other law, and, further, is in the best interests of the City and the District;

WHEREAS, consistent with Chapter 380 and other laws, the City and the District, as contemplated in this Agreement, agree to work together to advance the public purposes of developing and diversifying the economy of the State, eliminating unemployment or underemployment in the State, and developing or expanding transportation or commerce in the State;

NOW, THEREFORE, for and in consideration of the premises and the promises and mutual agreements set forth herein, the City and the District agree as follows:

## **ARTICLE I GENERAL TERMS**

A. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated for all purposes.

B. Definitions and Terms. The terms "Agreement," "Bonds," "Chapter 380," "City," "District," "Economic Impact Area", "Effective Date," "Land," "Program," "Public Improvements," and "State" have the meanings given to such terms in the Recitals, and the following terms have the following meanings:

1. "Annual Reimbursement Amount" means, without regard to the actual source of funds or revenues used by the City to make payments to the District hereunder, an annual amount to be paid by the City to the District equal to the lesser of

- (i) \$550,000 annually; or
- (ii) (I) the total of the amounts of

(a) the real property ad valorem taxes levied based upon the total taxable appraised value in the Economic Impact Area as of January 1 of the year preceding payment and collected by the City, plus

(b) the sales and use taxes received by the City in the Economic Impact Area for the calendar year preceding the payment, subject, however, to the requirement below, less

(II) the Base Value; or

(iii) the annual debt service (principal and interest) due on the District's Bonds in the year in which such payment is due, plus any fees and expenses related to the annual debt service payments (including, without limitation, paying agent/registrars fees and bond call fees); provided, however, that this limitation shall not apply if the District pays for the financing of all or any portion of the Public Improvements without the issuance of Bonds as set forth in Article VII.E below, in which event, the Annual Reimbursement Amount will be the lesser of the amounts set forth in (i) or (ii) above.

The sales and use taxes under B.1(ii)(I)(b) above will not be included unless the District provides to the City a list of the sales and use tax permit holders located within the Economic Impact Area, including the taxpayer identification number, name of business, address, and, if applicable, outlet number. If sales and use taxes are included said list will be updated annually or, at the District's option, more frequently.

2. "Base Value" means the total of the amounts of real property ad valorem taxes levied based upon the total taxable appraised value in the Economic Impact Area as of January 1, 2012 and collected by the City, and, if the District has provided the information required for sales and use tax permit holders as required above, sales and use taxes received by the City in the Economic Impact Area for the calendar year January 1, 2012 through December 31, 2012.

3. "Excepted Maintenance Improvements" shall mean those components of the Public Improvements consisting of any detention ponds, landscaping and irrigation systems.

4. "Force Majeure" has the meaning ascribed to it in Article VI, Section B of this Agreement.

5. "Maximum Reimbursement Amount" means the total of all Annual Reimbursement Amounts equal to the principal, interest, fees, and expenses on the aggregate principal amount of up to \$6,682,000.00 in Bonds issued by the District and payable by the City in annual installments to the District as set forth in the definition of Annual Reimbursement Amount above; provided, however, if the District pays for the financing of all or any portion of the Public Improvements without the issuance of Bonds, the Maximum Reimbursement Amount means the total of amounts required under Article 1.B.(iii) above for the Bonds actually issued by the District plus the total amount due to third parties (and paid by the City in accordance with Article 1.B (i) or (ii) above), as provided in Article VII.E below but further provided, however, that the total cost of the Public Improvements, exclusive of bond financing costs, will not exceed the

amount reflected in **Exhibit B**. The financing costs shall reflect the actual costs to secure the debt but shall not exceed the interest rate defined in Article IV.A(1) herein.

6. “Parties” or “Party” means the City and the District, the parties to this Agreement.

7. “Public Improvements Cost” means all costs of financing, acquisition, design, development, construction, completion, and delivery of the Public Improvements including (i) the acquisition cost of any land that is part of the Public Improvements; (ii) all costs of design, engineering, materials, labor, construction, testing and inspection and other services arising in connection with the design, construction and completion of the Public Improvements; (iii) all payments arising under any contracts entered into for the design or construction of the Public Improvements; and (iv) all costs incurred in connection with obtaining governmental approvals, certificates, and permits required in connection with the construction of the Public Improvements, including the legal, engineering, and other consultant fees, services, and expenses related to the design and construction of the Public Improvements, the issuance, delivery, and payment of the District’s Bonds, and the drafting and negotiation of this Agreement, all of which shall constitute a program in accordance with Chapter 380.

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

D. Term of the Agreement. This Agreement shall commence on the Effective Date and shall terminate upon the payment by the City of the final Annual Reimbursement Amount as provided in Article V below, except as otherwise provided in Article VII.N. of this Agreement, or, if the District has not issued the first series of its Bonds within ten (10) years after the Effective Date, this Agreement shall terminate on the tenth anniversary of the Effective Date.

## **ARTICLE II THE PUBLIC IMPROVEMENTS**

A. The Public Improvements. The District shall design and construct (or cause to be designed and constructed) the Public Improvements which may be designed and constructed in phases as and when development of the Land requires same. The list of Public Improvements set forth in **Exhibit B** may be modified at any time by mutual agreement of the Mayor, or the Mayor’s designee, and the District, to modify, add, or remove Public Improvements if (i) the Mayor, or the Mayor’s designee, and the District determine that the modification, addition, or removal is necessary to achieve the intent of this Agreement, (ii) the modification, addition, or removal is consistent with the Program approved herein and the proceedings authorizing the issuance, sale, and delivery of the District’s Bonds; and (iii) the modification, addition, or removal costs will not require issuance of Bonds in excess of a total aggregate principal amount of

\$6,682,000.00. Although the actual costs of the Public Improvements listed in **Exhibit B** may be higher or lower than the line item estimates provided therein, the District may reallocate costs among the line items based upon the District's actual costs for the Public Improvements as required to complete the Public Improvements so long as any reallocation does not require issuance of the District's Bonds in excess of a total aggregate principal amount of \$6,682,000.00 and the District's obligations shall be limited further as set forth in Article IV below.

B. Standards and Approvals. The District agrees that the plans and specifications for the Public Improvements shall be subject to any applicable and required review and approval of all governmental entities with jurisdiction, including, without limitation, the City. The District agrees to comply with all applicable legal requirements of such jurisdictions. Before commencing construction of any Public Improvements (with the exception of any landscaping and irrigation components), the District will submit to the City's Director of the Department of Public Works and Engineering, or his or her designee ("Director"), all plans and specifications for the construction of the Public Improvements and obtain the Director's approval of the plans and specifications, which approval shall be granted if all Public Improvements and appurtenances thereto comply with the City's then-current standard plans and specifications applicable to the Public Improvements and appurtenances. Prior to construction of any Public Improvements (with the exception of any landscaping and irrigation components), the District or its engineer will give written notice by registered or certified mail to the Director stating the date that construction will be commenced. Construction of the Public Improvements will be in accordance with the approved plans and specifications, and with the City's applicable standards and specifications, and, during the progress of the construction and installation of the Public Improvements, the Director may conduct periodic, on-the-ground inspections. Notwithstanding the foregoing, the landscaping and irrigation components of the Public Improvements shall comply with all State and local requirements, including without limitation, Chapter 33 of the City Code of Ordinances that are applicable to the landscaping and irrigation components.

C. Major Thoroughfare Plan. The District will apply to the City for an amendment to the City's Major Thoroughfare Plan to add City Park Central Lane between Orem and the south boundary of the District not currently reflected on the Major Thoroughfare Plan to said Plan; provided, however, that denial by the City of such application shall have no effect on the rights and other obligations of the City and the District under this Agreement.

### **ARTICLE III REPRESENTATIONS**

A. Representations of the City. The City hereby represents to the District that as the date hereof:

The City is a duly created and existing municipal corporation and home rule municipality of the State of Texas under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

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

This Agreement has been duly authorized, executed and delivered by the City and constitutes a legal, valid and binding obligation of the City, enforceable in accordance with its terms except to the extent that the enforceability of this Agreement may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights.

The execution, delivery and performance of this Agreement by the City do not require the consent or approval of any person that has not been obtained.

B. Representations of the District. The District hereby represents to the City that as of the date hereof:

The District is duly created as a political subdivision of the State of Texas operating under Chapters 49 and 54, Texas Water Code, as amended, and is authorized to carry on the governmental functions and operations as contemplated by this Agreement.

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

This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of the District, enforceable in accordance with its terms except to the extent that the enforceability of this Agreement may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights.



The execution, delivery, and performance of this Agreement by the District do not require the consent or approval of any person that has not been obtained other than, with respect to issuance of the District's Bonds hereunder, the consents or approvals of the Texas Commission on Environmental Quality, as and if required, and the Attorney General of the State of Texas.

#### **ARTICLE IV DISTRICT COMMITMENTS**

In consideration of the City's agreeing to pay the District the Maximum Reimbursement Amount in accordance with the terms, provisions, and conditions of this Agreement, the District agrees to fulfill the following conditions in order to receive the Maximum Reimbursement Amount:

A. Public Improvements Funding.

(1) The District intends to issue its Bonds in one or more series in the approximate total aggregate principal amount of \$6,682,000.00 to finance the design and construction of the Public Improvements, subject to the approval of the Attorney General of the State of Texas. The City will cooperate with the District, as and if necessary, to obtain said approval. The Bonds will comply with all of the conditions set forth in City Ordinance No. 2002-763, as amended, including without limitation the net effective interest rate cap of two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its "20 Bond Index" during the one-month period next preceding the date notice of the sale of the Bonds is given. In constructing the Public Improvements, the District shall comply with any applicable provisions of the City's Code of Ordinances that require an applicant for a building permit to estimate the total value of work, including materials, goods, and labor, for which the permit is being issued. In no event shall the District be obligated to (i) issue its Bonds in a total aggregate principal amount in excess of \$6,682,000.00 or (ii) issue its Bonds, or any series thereof, in a principal amount or having payment terms or interest rates in excess of that which can be fully and timely paid, according to their terms, out of the Annual Reimbursement Amount installments, or that which is required to produce sufficient proceeds, net of issuance costs and the funding of any required reserve fund for the Bonds, to design, construct, complete, and deliver the Public Improvements, or (iii) construct the Public Improvements if the total costs of same, including engineering costs and the District's Bond issuance costs, exceed \$6,682,000.00.

(2) The District's Bonds, and all appropriate documents relating to the offering, sale, and delivery of the Bonds, shall state in conspicuous print that the Bonds are not an obligation of the City. The City shall timely provide to the District information regarding the City's obligation to pay, and revenues for, the Annual Reimbursement Amount as may be reasonably requested by the District for inclusion in the documents relating to the offering, sale, and delivery of the District's Bonds.

(3) The District shall use the proceeds of its Bonds only for the Public Improvements until all of the Public Improvements (or portions thereof which can be completed with the proceeds of its Bonds in the total aggregate principal amount of \$6,682,000.00) have been completed. Following issuance of all of its Bonds and the completion of and payment for all of the Public Improvements (or portion thereof as set forth above), the District shall transfer any unspent proceeds of its Bonds to the District's debt service fund for the Bonds and reflect the transfer on a revised debt payment schedule provided to the City.

(4) The City may, but is not obligated to, make payments to the District in excess of the Annual Reimbursement Amount. The District shall deposit the excess payment in the debt service fund for the Bonds to be used for the early redemption of the Bonds, so long as any such deposit will not adversely affect the tax exempt status of the Bonds under applicable federal law.

B. Ownership, Operation, and Maintenance of the Public Improvements. Except as set forth below with respect to the Excepted Maintenance Improvements, as the acquisition and construction of each integral stage of the Public Improvements is completed and each integral stage of the Public Improvements becomes operational, the District shall convey such Public Improvements to the City (including rights-of-way). As construction of each integral stage of the Public Improvements is completed, City representatives shall inspect the same and, if the City finds that the same has been completed in accordance with the final plans and specifications, or any modifications thereof, and in accordance with all applicable laws, rules, and regulations, the City will accept the same, whereupon such portion of the Public Improvements shall be owned, operated, and maintained by the City at its sole expense; provided, however, the District shall own, operate, and maintain the Excepted Maintenance Improvements (or cause same to be operated and maintained) and the City shall have no obligation for any costs of operation and maintenance of the Excepted Maintenance Improvements.

C. Competitive Bidding. Construction contracts for the Public Improvements shall be let on a competitive bidding basis. After preparation of final plans and specifications and their approvals, as required by this Agreement, the District shall advertise for or solicit bids (as required by law applicable to the District) for construction as described in the final plans and specifications. The City's representatives shall be notified of, and invited to attend, when applicable, pre-bid conferences, bid openings, and the award of contracts in accordance with the notice provision of Article VII, Section B of this Agreement. The City shall designate from time to time, in writing, the persons who shall be the City's designated representatives. In the event of the failure of the City to designate representatives, the Director of Public Works and Engineering shall be the City's representative.

D. Performance Bonds. If required by law applicable to the District, the District shall require each contractor constructing the Public Improvements to furnish a performance bond in an amount equal to the full cost of the construction contract with that contractor, conditioned on the contractor's full and timely performance under the

construction contract. The District and the City shall be dual obligees for each performance bond. The performance bond(s) must be in a form approved by the City Attorney and issued by a corporate surety authorized and admitted to write surety bonds in Texas. If the amount of the bond exceeds \$100,000.00, the surety must be listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department or reinsured for any liability in excess of \$100,000.00 by a reinsurer listed on the U.S. Treasury list.

E. Utilization of Local Contractors and Suppliers. The District agrees to exercise commercially reasonable efforts to utilize local contractors and suppliers in the construction of the Public Improvements, with a goal of at least thirty percent (30%) of the total dollar amount of all Public Improvements construction contracts and supply agreements being paid to local contractors and suppliers. A contractor or supplier shall be considered as local if it has maintained an office within the City for at least one year.

F. Business Opportunity. The District is encouraged to review the City's Minority and Women Business Enterprise ("MWBE") program as set forth in Chapter 15, Article V of the City of Houston Code of Ordinances and the requirements for good faith efforts on file with the City Office of Business Opportunity ("OBO"). The District shall make good faith efforts to award the maximum number of subcontracts or supply agreements to entities that are certified by the City as MWBEs.

G. Maintenance of Records. The District shall be responsible for maintaining records of all costs incurred and payments made for the Public Improvements and records evidencing compliance with all of the District commitments required by this Article IV for ten (10) years from the final payment by the District of the Public Improvements Cost and shall make such records available to the City for examination at the City's reasonable request. The City shall have the right to review and audit such records upon five (5) business days prior written notice to the District.

## **ARTICLE V REIMBURSEMENT**

A. Annual Reimbursement Audit. The City shall commence payment of the Annual Reimbursement Amount to the District not later than thirty (30) days following receipt of a schedule reflecting the annual principal and interest payments which will be due on the Bonds issued by the District for the Public Improvements and any other costs included in the Annual Reimbursement Amount or reflecting the payments due to third parties for the Public Improvements, or portions thereof, for which Bonds will not be issued. It is understood and agreed that the District will provide to the City a revised schedule upon the funding of each series of the District's Bonds and that the Annual Reimbursement Amount under Article I.B.1 shall be based upon the then-current revised schedule except as otherwise set forth in Article I.B.1. This schedule shall reflect the total Annual Reimbursement Amount to be paid under Article I.B.1 and payments shall continue to be made by the City each year on the same date until the date the final debt service payment on the District's Bonds is paid by the District or, if no

Bonds have been issued and payments are being made to third parties, the total costs of the Public Improvements due to said third parties (not to exceed the Maximum Reimbursement Amount) have been paid. The City shall pay the Annual Reimbursement Amount to the District in annual installments not later than thirty (30) days prior to the first due date shown on the schedule for the initial series and any subsequent series of the District's Bonds or prior to the first due date of payments to be made to third parties, as applicable, from any funds that are or can be made lawfully available to the City at the time each Annual Reimbursement Amount is due. Such payments are not subject to any reduction, whether offset or otherwise. If the Annual Reimbursement Amount is based on the amount of ad valorem taxes levied and collected by the City in the Economic Impact Area for the tax year preceding the payment, the City shall provide the District with an accounting of the tax revenue collected within the Economic Impact Area with each payment of the Annual Reimbursement Amount. In addition, but subject to the requirement that the District provide the information specified in Article I.B.1 with respect to sales and use tax permit holders, if the Annual Reimbursement Amount, or any portion thereof, is based on the amount of sales and use taxes, the City agrees to request from the State Comptroller sales tax reports as provided in Section 321.3022, Texas Tax Code, establishing the amount of sales tax revenues for each calendar quarter during the term of this Agreement ("Sales Tax Disclosure"). The District agrees to provide any release or releases to the City necessary to allow the State Comptroller to provide the Sales Tax Disclosure. The City and District shall rely on the Sales Tax Disclosure as accurate and definitive for purposes of this Agreement.

B. Effect of Final Payment. The City and the District, effective as of even date with the Effective Date, will enter into an Economic Development Agreement for the financing and construction of other public improvements, as described therein (the "MUD 390 City Park Proximity Agreement"). Upon payment by the City to the District of the final Annual Reimbursement Amount required under this Agreement, the Economic Impact Area defined under this Agreement shall automatically become part of the Economic Impact Area under the MUD 390 City Park Proximity Agreement for all purposes as of January 1 of the year in which the final payment is made under this Agreement.

## **ARTICLE VI DEFAULT AND REMEDY**

A. Payment Default. The City agrees that its failure to pay the Annual Reimbursement Amount when due is an event of default (a "Payment Default") and that the District shall be entitled to any and all of the remedies available in this Article or otherwise at law or in equity.

B. Performance Default. Subject to the provisions of Article VII.M. below with respect to the District, a Party shall be deemed in default under this Agreement (which shall 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, or if any of its representations contained in this Agreement are false (a "Performance Default").

Before a Performance Default is deemed to be a breach of this Agreement, the Party claiming such Performance Default shall notify, in writing, the Party alleged to have committed such Performance Default and shall demand performance. No breach of this Agreement, except a Payment Default, 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 of a Performance Default.

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 shall be deemed to constitute an election of remedies, and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to either Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party.

Notwithstanding anything in this Agreement which is or may appear to be to the contrary, if the performance of any covenant or obligation to be performed hereunder by either Party (except for any payment due by the City to the District hereunder) is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, without limitation, pending or threatened litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures, hurricanes or tornadoes, labor action, strikes or similar acts) the time for such performance shall be extended by the amount of time of such delay ("Force Majeure").

## **ARTICLE VII GENERAL PROVISIONS**

A. Time 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 District's compliance with all applicable laws, expeditiously processing permits and approvals to facilitate the District's timely procurement of all entitlements required for the Public Improvements.

B. Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and personally delivered or mailed by certified mail,

return receipt requested, or sent by electronic mail confirmed by mailing written confirmation at substantially the same time as such electronic mail, or personally delivered to the receiving Party at the following addresses:

If to the District:

Harris County Municipal Utility District No. 390  
c/o Schwartz, Page & Harding, L.L.P.  
1300 Post Oak Boulevard, Suite 1400  
Houston, Texas 77056  
Attention: President, Board of Directors  
Electronic mail: jschwartz@sphllp.com

If to the 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

Notice shall be deemed to have been received on the date such notice is personally delivered (as evidenced by a signed receipt) or on the date a mailed notice is received as evidenced by the return receipt. Any notice sent by electronic mail shall be deemed to be given when receipt of such transmission is acknowledged. Either Party may change its address by written notice in accordance with this Article VII.B.

C. Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is approved by the District and the City. It is the intent of the Parties that any such amendment may include an alternative more economical and/or expeditious means to construct and/or finance any of the Public Improvements if such an alternative becomes available which would accomplish the purposes of this Agreement. No course of dealing on the part of the District or the City nor any failure or delay by the District or the City with respect to

exercising any right, power, or privilege pursuant to this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section.

D. Successors and Assigns. Neither Party shall have the right to assign its rights under this Agreement or any interest herein without the prior written consent of the other Party.

E. Third Party Financing. Nothing in this Agreement shall be construed to prohibit the District from causing its obligations hereunder to finance and construct the Public Improvements to be performed by a third party pursuant to a separate agreement with such third party. Any such third party financing may be repaid by the District, at its option, using revenues from the City under this Agreement without issuing Bonds, in which event the Annual Reimbursement Amount paid by the City will be equal to the amount set forth in Article I.B.1(i) or Article I.B.1(ii) above, whichever is less.

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

G. Applicable Law. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas. Any actions concerning this Agreement shall be brought in either the State Courts of Harris County, Texas, or the United States District Court for the Southern District of Texas.

H. Invalidity. The essential purpose of this Agreement is to facilitate the financing, design, construction, completion, and delivery of the Public Improvements by the District to the City and the accomplishment of the public purposes and the realization of the public benefits of such project. It is the intent of the Parties that the District shall not be required to use its own funds to pay all or any part of the Public Improvements Costs or its Bonds and that all such costs, within the limits herein set forth, will be borne by the City, as herein provided, and that this Agreement should be liberally construed, without regard to authorship by either Party, to accomplish such purpose and intent. Accordingly, the Parties acknowledge and agree that:

1. In the event that all or any part of the provisions contained in this Agreement shall ever be finally determined by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this Agreement and, to that end, all provisions, covenants,

agreements or portions of this Agreement are declared to be severable, and this Agreement shall be applied and interpreted, in the absence of such severed provision(s), to accomplish such purpose and intent.

2. In the event of any such partial or whole invalidity or unenforceability of this Agreement, the Parties agree to promptly and in good faith negotiate, prepare, authorize, execute, and deliver such supplements, reforms, or replacements for such invalid or unenforceable provisions as may be necessary to give effect to the purpose and intent of the Parties, as set forth herein.

3. Notwithstanding the foregoing, nothing herein shall be deemed or construed to obligate the City to make payment to the District in respect of the District's Bonds of an amount in excess of the Annual Reimbursement Amount installment(s) then due and owing pursuant to this Agreement or the amount of the Maximum Reimbursement Amount.

I. Entire Agreement. This Agreement represents the final agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral or written agreements of the Parties, except in accordance with Article VII.C above.

J. Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by either of the Parties, the Parties agree that such approval or consent shall not be unreasonably withheld, conditioned, or delayed.

K. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

L. Interpretation. This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

M. Conflicts with Ordinances. The City and the District agree that, in the event of a conflict between the provisions of this Agreement and any City ordinance, or regulation by any other agency over which the City has control, whether heretofore or hereafter adopted, that would impair the City's obligations under this Agreement, the provisions of this Agreement shall govern. Without limiting the foregoing, the terms and conditions of this Agreement shall control over any conflicting provisions of City Ordinance No. 99-674, which established a separate Chapter 380 program not applicable to this Program and Agreement.

N. Condition to District Performance. Notwithstanding any provision of this Agreement to the contrary, it is agreed and understood that a condition precedent to the District's performance under this Agreement is the adoption by the City Council of the City of an Ordinance amending City Ordinance No. 2010-580 to authorize the District to



design, finance, and construct all of the Public Improvements and to issue Bonds payable from the revenues from the City as provided in this Agreement. If such an amending ordinance is not adopted and effective within sixty (60) days following the Effective Date, the District may terminate this Agreement upon notice given in the manner set forth in Article VII.B. above.

O. Mayor's Designee. The Mayor's designee for purposes of this Agreement shall be the Chief Development Officer of the City (or such other person who may succeed to the duties of the Chief Development Officer) unless the Mayor designates, in writing, a different person to act on the Mayor's behalf. The Mayor may have more than one designee, each of whom may have general or specific responsibilities under this Agreement.

[EXECUTION PAGE FOLLOWS]

IN TESTIMONY OF WHICH this instrument has been executed in multiple counterparts, each of equal dignity and effect, on behalf of the District and the City, effective as of the Effective Date defined herein.

<b>CITY:</b>  CITY OF HOUSTON, TEXAS, a Texas home-rule municipal corporation  _____ Mayor  Date: _____  <b>ATTEST/SEAL:</b>  _____ City Secretary  Date: _____  <b>COUNTERSIGNED:</b>  _____ City Controller  Date: _____  <b>APPROVED AS TO FORM:</b>  _____ Assistant City Attorney L.D. # 0341200021001	<b>DISTRICT:</b>  HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 390, a conservation and reclamation district within the corporate limits of the City of Houston, Texas  By: _____  Name: _____  Title: _____  <b>ATTEST:</b>  By: _____  Name: _____  Title: _____
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290512.6

EXHIBIT A

MAP OF PROJECT AND ECONOMIC IMPACT AREA

# Exhibit "A"

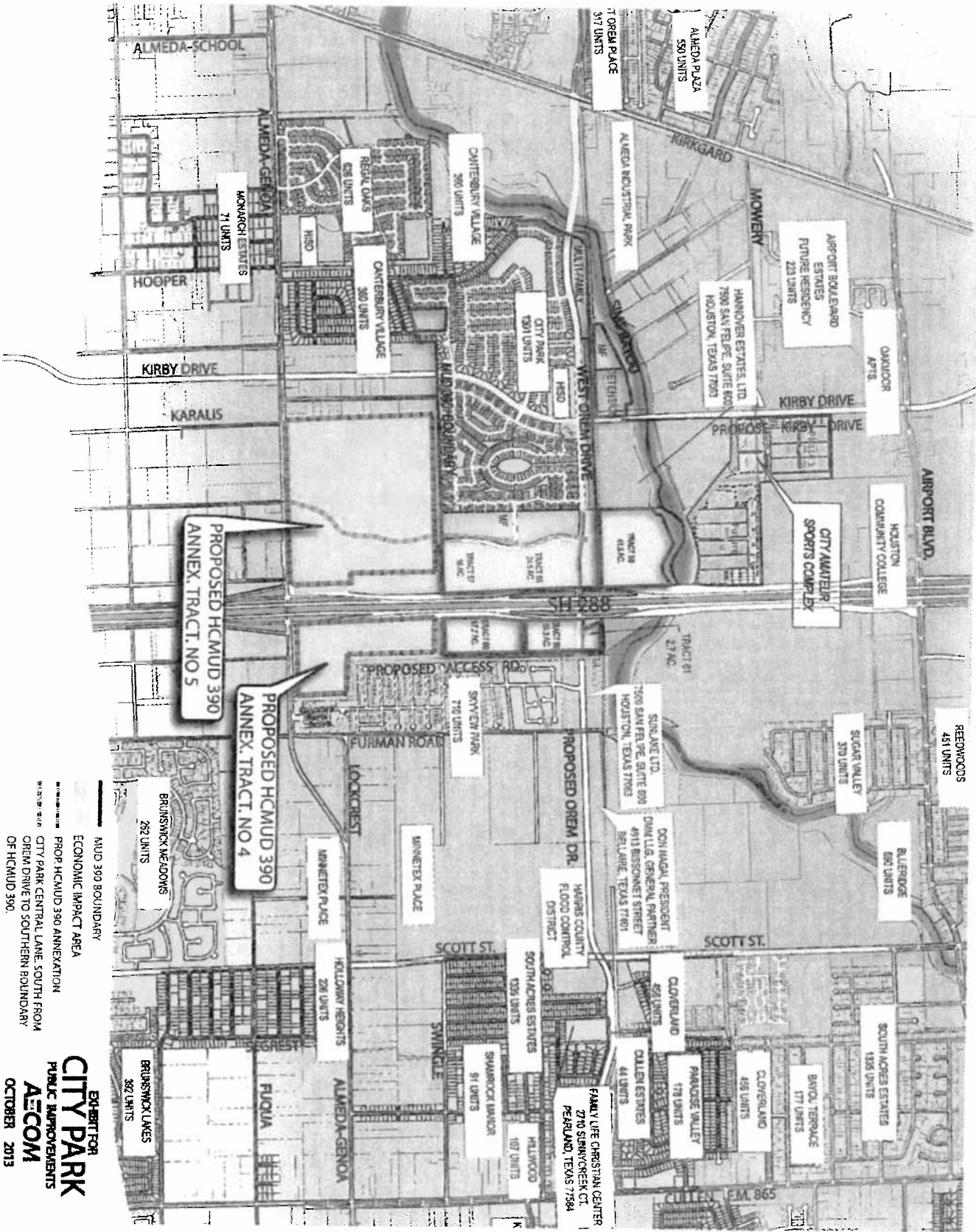


Exhibit "A"

**EXHIBIT FOR**  
**CITY PARK**  
**PUBLIC IMPROVEMENTS**  
**AECOM**  
**OCTOBER 2013**

EXHIBIT B

LIST OF PUBLIC IMPROVEMENTS

# Exhibit "B"

## Exhibit "B" Public Improvements

AREA	ESTIMATED PUBLIC IMPROVEMENT DESCRIPTION	ESTIMATED \$ PER L.F./S.F./AC.	ESTIMATED L.F./S.F./AC. UNITS	ESTIMATED \$	ESTIMATED SUB-TOTAL CONSTRUCTION \$	ESTIMATED 15% ENGINEERING	ESTIMATED 10% CONTINGENCY	ESTIMATED TOTAL COST
2	<b>City Park Central Lane (Design and Construction)</b> Phase I -Roadway (41' Road) Phase II -Roadway (41' Road) Phase III-City Park South ("CPS")- Roadway (41' Road)	Actual 210 210	Actual 325 2,810	\$ 358,906 \$ 68,250 \$ 590,100	\$ 1,017,256	\$ 56,801 \$ 10,238 \$ 88,515 \$ 155,554	\$ - \$ 7,849 \$ 67,862 \$ 75,710	\$ 1,248,520
	Central Lane Phase II Drainage & Utility Extensions Central Lane -CPS- Phase III Drainage & Utility Extensions Major Thoroughfare Plan Amendment Application	45 75	2,500 2,810	\$ 112,500 \$ 210,750 \$ 25,000	\$ 348,250	\$ 16,875 \$ 31,613 \$ 0.00 \$ 48,488	\$ - \$ 2,500 \$ 39,674	\$ 436,411
4	<b>Water Capacity, WWTP Capacity, Detention Costs</b> (e) Detention and/or Drainage Impact Fees- (Tract 50) Tracts 50, 55, 57, 60 & 61- 200 units of Water and Sewer CPS-Detention, Impact Fees, Utility Extensions			\$ 102,000 \$ 328,600 \$ 2,000,000	\$ 2,430,600	\$ 300,000	\$ 230,000	\$ 2,960,600
	District Public Improvements			\$ 246,000 \$ 672,000 \$ 42,000	\$ 960,000	\$ -	\$ 96,000	\$ 1,056,000
	Streetscape/Grading/Irrigation Trees Landscaping	300 0.7 21	820 960,000 2,000		\$ 831,007	\$ 82,879	\$ 66,583	\$ 980,469
2 & 4	HC MUD 390 Bond Financing Costs				\$ 5,587,113	\$ 635,408	\$ 510,467	\$ 6,882,000
<b>TOTAL</b>								

**Notes**

- 1 The sealed Preliminary Opinion of Probable Construction Cost estimated prepared by the District's Engineer (AECOM) dated September, 28 2012 follow this schedule.
- 2 The estimated and summarized costs above may be re-allocated by the District as required to complete the Public Improvements under the Agreement.
- 3 Following completion and payment for the Public Improvements, the District may utilize any unspent proceeds of the bonds as specified in the Agreement.
- 4 The HC MUD 390 Bond Financing Costs include but are not limited to legal, financing, bond overhead and others in connection with purposes of the Agreement.
- 5 Engineering and contingency Water Capacity, Wastewater Capacity, Detention and Utility Line Extensions only has engineering and contingency calculated upon \$2,000,000 of the construction costs.
- 6 There is no contingency or engineering calculated on these line items.



# Exhibit "B"

AECOM 713 780 4100 tel  
 5444 Westheimer Rd. 713 780 0838 fax  
 Suite 200  
 Houston, TX 77056  
 www.aecom.com

## Preliminary Opinion of Probable Cost Summary

Project: City Park Development Improvements

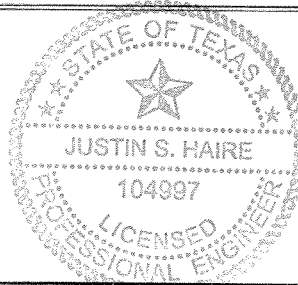
For:

Date: October 24, 2013

Revision: 0

Area 2. City Park Central Lane Extension (Orem South to Alameda Genoa) Paving Items	Quantity	Unit	Unit Price		
1. Central Lane Phase I- Existing Paving (41' Pavmt)				\$	358,906
2. Central Lane Phase II- Future Paving to exist HCMUD 390 boundary (41' Pavmt)	325	LF	210.00	\$	68,250
3. Central Lane Phase III- Future Paving from exist HCMUD 390 to Alameda Genoa (41' Pavmt)	2810	LF	210.00	\$	590,100
4. Engineering (Phase I Only)				\$	56,801
5. Engineering (Phase II & III Only) (15%)				\$	98,753
6. Contingency (Phase II & III Only) (10%)				\$	75,710
				<b>Subtotal:</b>	<b>\$ 1,248,520</b>
				<i>Total Cost per LF:</i>	<i>\$ 3,842</i>
Area 2. City Park Central Lane Extension (North/South) Drainage Items	Quantity	Unit	Unit Price		
1. Central Lane Phase II Drainage & Utility Extensions*	2500	LF	45.00	\$	112,500
2. Central Lane Phase III Drainage*	2810	LF	75.00	\$	210,750
3. Engineering (15%)				\$	48,488
4. MTFP Amendment				\$	25,000
5. Contingency (10%)				\$	39,674
				<b>Subtotal:</b>	<b>\$ 436,411</b>
				<i>Total Cost per LF:</i>	<i>\$ 175</i>
Area 4. District Public Improvements (WS&D, Paving, & Right-of-Way Improvements)	Quantity	Unit	Unit Price		
1. District Right-of-Way Improvements in Aid of Roadway(s)					
a.) Trees	820	EA	300.00	\$	246,000
b.) Streetscape/Grading/Irrigation (40' setback)	960000	LF	0.70	\$	672,000
c.) Landscaping	2000	LF	21.00	\$	42,000
2. Detention, Drainage, and/or Drainage Impact Fees (Tract 50)	1	LS	102,000.00	\$	102,000
3. Detention, Drainage, and/or Drainage Impact Fees for City Park South	1	LS	2,000,000.00	\$	2,000,000
4. Water & Sewer Capacity (Tracts 50, 55, 57, 60, & 61)	200	ESFC	1,643.00	\$	328,600
5. Engineering				\$	300,000
6. Contingency (10%)				\$	328,000
				<b>Subtotal:</b>	<b>\$ 4,016,600</b>
				<i>Total Cost per Acre:</i>	<i>\$ 35,640</i>
				<b>TOTAL</b>	<b>\$ 5,701,531</b>

\* Applies only to drainage system contained within ROW limits.



Opinion Prepared:

- Without Plans
- From Land Plan Only
- From Preliminary Plans
- From Final Plans

Prepared:

Justin S. Haire, PE

Notes: (1) This opinion of probable construction costs is prepared on the basis of the Engineer's experience and qualifications and represent the Engineer's judgment as an experienced and qualified professional, familiar generally with the construction industry. The Engineer has no control over the cost of labor, materials, equipment or services furnished by others or over a Contractor's methods of determining prices, or over competitive bidding or market conditions, therefore the Engineer cannot and does not guarantee that proposals, bids or actual final construction costs will not vary from this opinion. (2) This opinion does not include surveying, geotechnical investigations, legal and administrative services, environmental studies, permitting, easement acquisition, landscaping, irrigation, or site lighting. (3) This opinion does not include the import or export of site fill or excavation material, if required. (4) City Park Central Lane meets the local municipal and/or County criteria of a collector road.

# Exhibit "B"

## Exhibit "B"

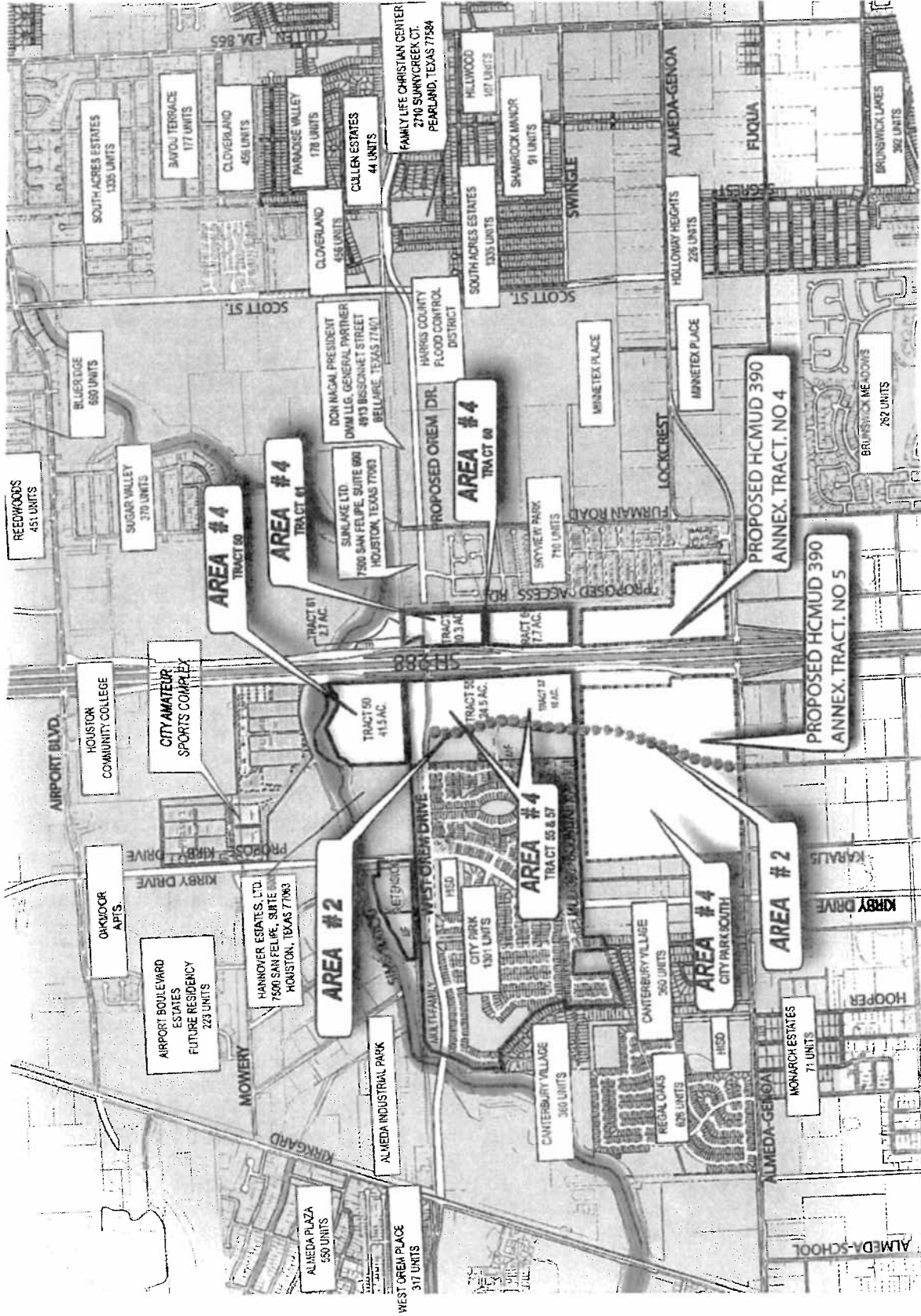


EXHIBIT FOR  
**CITY PARK**  
 PUBLIC IMPROVEMENTS  
**AECOM**  
 JANUARY 2013

- MUD 390 BOUNDARY
- AREA #2 - CITY PARK CENTRAL LANE, SOUTHERN OREM DRIVE TO ALAMEDA DRIVE
- PROP. HCMUD 390 ANNEXATION