

Agendas and Agenda Materials  
Meetings of the Boards of Directors

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La Porte Redevelopment Authority



La Porte Tax Increment  
Reinvestment Zone

I December 17, 2008 3

**LA PORTE REDEVELOPMENT AUTHORITY**

STATE OF TEXAS )(

COUNTY OF HARRIS )(

CITY OF LA PORTE )(

**NOTICE IS HEREBY GIVEN OF THE MEETING OF THE LA PORTE REDEVELOPMENT AUTHORITY TO BE HELD ON DECEMBER 17, 2008 AT 6:30 P.M. IN CITY COUNCIL CHAMBERS, CITY HALL, 604 WEST FAIRMONT PARKWAY, LA PORTE, TEXAS, REGARDING THE ITEMS OF BUSINESS ACCORDING TO THE AGENDA LISTED BELOW:**

1. Call to order – Lindsey Pfeiffer, President;
2. Consider PUBLIC RIGHT OF WAY IMPROVEMENT AND FUNDING AGREEMENT by and between Port Crossing Land, LP, a Texas limited partnership (“Port Crossing”), and 65 La Porte, Ltd., a Texas limited partnership (“65 La Porte”) The La Porte Redevelopment Authority and the La Porte Tax increment Reinvestment Zone #1 (“TIRZ”);
3. Consider 8<sup>th</sup> TIRZ Draw and General contractor statements and the sworn statements for the Port Crossing Land LP for the period ending September 30, 200
4. Consider approval or other action with regard to authority invoices;
5. Staff report and updates;
6. Board member comments;
7. Adjournment.

**THIS FACILITY HAS DISABILITY ACCOMMODATIONS AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICES AT MEETINGS SHOULD BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY’S OFFICE AT 281-471-5020 OR TDD LINE 281-471-5030 FOR FURTHER INFORMATION.**

**A POSSIBLE QUORUM OF CITY COUNCIL MEMBERS MAY BE PRESENT AT THIS MEETING AND PARTICIPATE IN DISCUSSIONS BUT WILL NOT TAKE ANY ACTION.**

David W. Hawes  
Executive Director

\_\_\_\_\_  
Date Posted

- - Port Crossing
- Lakes @ Fairmont Green
  - Preserve @ Taylor Bayou
  - Retreat @ Bay Forest
  - SH 146/W. Deane Signalization Project

**LA PORTE TAX INCREMENT REINVESTMENT ZONE**

STATE OF TEXAS    )(

COUNTY OF HARRIS )(

CITY OF LA PORTE  )(

**NOTICE IS HEREBY GIVEN OF THE MEETING OF THE LA PORTE TAX INCREMENT REINVESTMENT ZONE TO BE HELD ON DECEMBER 17, 2008 AT 6:30 P.M. IN CITY COUNCIL CHAMBERS OF THE CITY HALL, 604 WEST FAIRMONT PARKWAY, LA PORTE, TEXAS, REGARDING THE ITEMS OF BUSINESS ACCORDING TO THE AGENDA LISTED BELOW:**

1. Call to order – Lindsey Pfeiffer, President
2. Consent agenda – any item may be removed by a board member for discussion
  - Entertain motion and a second to approve the TIRZ items in the same form and manner as was approved in the previous redevelopment authority meeting – Lindsey Pfeiffer, Chairperson
  - a. Consider PUBLIC RIGHT OF WAY IMPROVEMENT AND FUNDING AGREEMENT by and between Port Crossing Land, LP, a Texas limited partnership (“Port Crossing”), and 65 La Porte, Ltd., a Texas limited partnership (“65 La Porte”), the La Porte Redevelopment Authority and the La Porte Tax increment Reinvestment Zone #1 (“TIRZ”);
  - b. Consider 8<sup>th</sup> TIRZ Draw and General contractor statements and the sworn statements for the Port Crossing Land LP for the period ending September 30, 2008
  - c. Consider approval or other action with regard to authority invoices;
  - d. Staff report and updates;
  - e. Board member comments;
  - f. Adjournment.

**THIS FACILITY HAS DISABILITY ACCOMMODATIONS AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICES AT MEETINGS SHOULD BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT CITY SECRETARY’S OFFICE AT 281-471-5020 OR TDD LINE 281-471-5030 FOR FURTHER INFORMATION.**

**A POSSIBLE QUORUM OF CITY COUNCIL MEMBERS MAY BE PRESENT AT THIS MEETING AND PARTICIPATE IN DISCUSSIONS BUT WILL NOT TAKE ANY ACTION.**

David W. Hawes  
Executive Director

\_\_\_\_\_  
Date Posted

LA PORTE REDEVELOPMENT AUTHORITY,  
CITY OF LA PORTE, TEXAS

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**AGENDA MEMORANDUM**

TO: La Porte Redevelopment Authority Board of Directors  
FROM: Executive Director  
SUBJECT: Agenda Item Materials

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2. Consider PUBLIC RIGHT OF WAY IMPROVEMENT AND FUNDING AGREEMENT by and between Port Crossing Land, LP, a Texas limited partnership ("Port Crossing") and 65 La Porte, Ltd., a Texas limited partnership ("65 La Porte"), The La Porte Redevelopment Authority, and the La Porte Tax Increment Reinvestment Zone #1 ("TIRZ").

Approved @ VLRZ/ADL  
M/S, 12/17/08

## PUBLIC RIGHT OF WAY IMPROVEMENT AND FUNDING AGREEMENT

**THIS PUBLIC RIGHT OF WAY IMPROVEMENT AND FUNDING AGREEMENT** (this "Agreement") is made and entered into as of the \_\_\_ day of October, 2008, by and among Port Crossing Land, LP, a ~~Texas limited partnership~~ ("Port Crossing"), and 65 LaPorte, Ltd., a ~~Texas limited partnership~~ ("65 LaPorte"), the LaPorte Tax Increment Reinvestment Zone #1 ("Zone") and La Porte Redevelopment Authority ("Redevelopment Authority") (Zone and Redevelopment Authority are hereinafter referred to collectively as "City"). Port Crossing, 65 LaPorte, Zone, and Redevelopment Authority are sometimes referred to individually or collectively as "Party" or the "Parties".

WHEREAS, Port Crossing is the owner of that certain real property situated in Harris County, Texas, more particularly shown on Exhibit "A" attached hereto and made a part hereof for all purposes ("Port Crossing Tract"); and

WHEREAS, 65 LaPorte is the owner of that certain real property situated in Harris County, Texas, more particularly shown on Exhibit "B" attached hereto and made a part hereof for all purposes ("65 LaPorte Tract"); and

WHEREAS, The Port Crossing Tract and the 65 LaPorte Tract border a public right of way known as State Highway 146, which is intersected ("Intersection") by another public right of way known as Wharton Weems Boulevard, as shown on the Plans (as such term is defined below); and

WHEREAS, Port Crossing and 65 LaPorte mutually agree that certain modifications to the Intersection are required in order for the Intersection to be safe for use by the traveling public and to meet the requirements of the Texas Department of Transportation, as shown on the plans attached as Exhibit "C" ("Plans"); and

WHEREAS, City has agreed to administer and oversee the construction project at the Intersection ("Project"), and Port Crossing and 65 LaPorte have agreed to each pay certain monies to City, to be held in escrow by City in order to fund the Project; and

WHEREAS, the Owners desire to enter into this Agreement to provide for approval of the Project, the Approved Budget (as such term is defined herein below), and establish a mechanism for payment of necessary costs.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein expressed, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Port Crossing, 65 LaPorte, and City agree as follows:

## ARTICLE I

### ADDITIONAL DEFINITIONS

Any capitalized terms not otherwise defined elsewhere in this Agreement shall have the respective meanings indicated below:

(a) "Approved Budget" shall mean the budget approved by the Owners for the design, engineering and construction of the Project, as shown on Exhibit "D", attached hereto and made a part hereof for all purposes, and to be further defined upon acceptance by appropriate authorities of a bid for construction of the Project by a general contractor, as more particularly set forth herein.

(b) "Governmental Authority" shall mean the political subdivision in which the Property is located and any other political subdivision, agency, or instrumentality exercising jurisdiction over the Property.

(c) "Governmental Requirements" shall mean all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, county, city, or any other political subdivision in which the Property is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the Property (including, without limitation, all environmental laws, zoning and other ordinances, statutes, codes, rules, regulations, orders and decrees for the handicapped or disabled).

(d) "Owners" means both 65 LaPorte and Port Crossing.

(e) "Person" shall mean any individual, partnership, firm, association, corporation, limited liability company, trust or any other form of entity.

(f) "Proportionate Share" shall mean each Owner's respective share of the costs and expenses of the Project. Port Crossing's Proportionate Share shall be fifty percent (50%) of the Approved Budget and 65 LaPorte's Proportionate Share shall be fifty percent (50%) of the Approved Budget.

## ARTICLE II

### DESIGN AND CONSTRUCTION OF THE PROJECT

#### Section 2.1. Design of the Project.

(a) Port Crossing, 65 LaPorte and City hereby approve the Plans for the Project, and agree that the Plans may be modified upon written agreement of the Parties in order to meet any Governmental Requirements.

(b) Port Crossing shall cause bid packages for construction of the Project to be submitted to qualified contractors in accordance with all applicable Governmental Requirements. Port Crossing shall recommend to City a contractor for selection in accordance with applicable Governmental Requirements, without any further approval of 65 LaPorte, provided that the bid of the winning contractor is consistent with the Plans and the Approved Budget. Once the winning contractor is selected, Port Crossing shall cause to be executed by City and the contractor and issued all construction contracts, service contracts, bonds and/or other security or contracts (collectively, the "Contract") required in connection with construction, completion and/or maintenance of the Project.

(c) Once City selects the winning contractor ("Contractor") and the Contract is fully executed, City shall have full and complete authority to administer and oversee the execution of the Contract and the construction of the Project, without any further approval of the Owners, except as otherwise set forth herein.

(d) In no event shall City be obligated to take any action that requires City to incur any expenses beyond those approved in this Agreement, unless City has received written commitments from Port Crossing and 65 LaPorte of such Owners' agreement to pay the entire additional amount of the costs and expenses relating to the Project in accordance with the provisions of Section 2.3 below.

Section 2.2. Other Obligations. In connection with the construction of the Project, City is hereby authorized and obligated to use commercially reasonable efforts to cause the Contracts, any bonds and/or other security to remain in full force and effect during the entire term of construction of the Project and thereafter if required pursuant to the terms thereof, except in the event of the default by a the Contractor, in which event, City may terminate such contract and retain a substitute contractor acceptable to Governmental Authorities to complete the Project.

Section 2.3. Costs of Design and Construction of Project. The cost and expense of the design, engineering, permitting, construction and related costs of the Project pursuant to this Agreement shall be borne by the Owners in accordance with their respective Proportionate Shares. Each party hereby agrees to pay its Proportionate Share. Port Crossing and 65 LaPorte shall, within fifteen (15) days of execution of the Agreement, pay the full amount of each party's respective Proportionate Share to City, to be held by City in escrow and used by City (the "Escrowed Funds") for the duration of the administration of the Contract. City hereby agrees that it shall pay the amounts due and payable in any and all invoices received from the Contractor ("Contractor Invoices") to the Contractor from the Escrowed Funds. City further agrees that in the event the amount of the Escrowed Funds is insufficient to pay the cost of the Contractor Invoices submitted by Port Crossing, then City shall immediately provide written notice to the Owners ("Insufficient Funds Notice"). If, during the course of City's administration of the Contract and oversight of the construction of the Project, the costs of the Project exceed the costs approved in the Approved Budget and paid by Port Crossing and 65 LaPorte in accordance with this Section 2.3, then City shall promptly notify Owners of same and provide Contractor's written estimate of additional cost ("Additional Cost"). Owners shall, within fifteen (15) days of receipt of notice from City of an Insufficient Funds Notice or an Additional Cost, pay to City the amount of such Additional Cost or amount due under the Insufficient Funds

Notice in a ratio of fifty percent (50%) by Port Crossing and fifty percent (50%) by 65 LaPorte, such funds to be included as Escrowed Funds. However, if the Contractor (1) has completed its work on the Project and fulfilled its duties under its contract, (2) submitted any and all necessary invoices, and received any and all necessary payment, and (3) provided a written release of any claims associated with its work on the Project, and the City determines that a portion of the Escrowed Funds remain in its possession, then it shall, upon receiving written instruction from Port Crossing, distribute the remaining portion of the Escrowed Funds in equal shares to both Port Crossing and 65 LaPorte. Port Crossing and 65 LaPorte expressly agree that the City shall have absolutely no legal obligations whatsoever to the Contractor, and further agree that City's duties are limited to that expressly stated in this Section 2.3. Port Crossing and 65 LaPorte hereby agree that each party shall indemnify City for any and all damages, of any type, sustained by City in the performance of its duties set forth herein. City hereby agrees that the Proportionate Share paid by Port Crossing and 65 LaPorte, respectively, represents costs that are reimbursable by City from revenues received by the City from the sale of bonds by the City after completion of construction of the Project, which reimbursement is subject to the term of the reimbursement agreements between each of Port Crossing and 65 LaPorte with the City.

Section 2.4. Dispute Resolution. If a dispute exists between the Owners and City with respect to the approval of any Plans for the Project, the Approved Budget, or the Additional Costs, and such dispute is not resolved within five (5) business days following the written demand from the disputing party to meet to attempt to resolve such dispute, then such dispute shall be subject to mediation in accordance with the then current Mediation Rules of the Construction Industry of the American Arbitration Association. Notwithstanding the foregoing, if an immediate decision must be made as to any Plans for the Project or the approval of a budget in order to prevent unreasonable delay in the construction of the Project, then the requesting party may make the necessary decision with respect to the Plans and budget but such decision shall continue to be subject to mediation as provided above.

### ARTICLE III

#### DEFAULT AND REMEDIES

Section 3.1. Rights Upon Occurrence of a Default by Port Crossing. A "Port Crossing Default" means the failure of Port Crossing to perform any obligation, covenant or agreement of Port Crossing set forth in this Agreement and the failure to cure such default within thirty (30) days following written notice from 65 LaPorte or the City of such failure or breach of this Agreement. At any time following the occurrence of a Port Crossing Default which remains uncured, 65 LaPorte may elect to do the following:

- (a) If the Port Crossing Default involves a failure to pay such Port Crossing's Proportionate Share of the Project, or an Additional Cost, 65 LaPorte may pay the amount necessary to cure the Port Crossing Default and prevent construction on the Project from ceasing, provided that Port Crossing shall repay the amount paid by 65 LaPorte to cure the Port Crossing Default together with interest at an interest rate of fifteen percent (15%) per annum no later than thirty (30) days after such payment by 65 LaPorte; and



(b) Pursue such other remedies which may be available to 65 LaPorte at law or in equity, including, without limitation, the right to enforce specific performance of Port Crossing's obligations hereunder.

Section 3.2. Rights Upon Occurrence of a Default by 65 LaPorte. A "65 LaPorte Default" means the failure of 65 LaPorte to perform any obligation, covenant or agreement of 65 LaPorte set forth in this Agreement and the failure to cure such default within thirty (30) days following written notice from Port Crossing or the City of such failure or breach of this Agreement. At any time following the occurrence of a 65 LaPorte Default which remains uncured, Port Crossing may elect to do the following:

(a) If the 65 LaPorte Default involves a failure to pay such 65 LaPorte's Proportionate Share of the Project, or an Additional Cost, Port Crossing may pay the amount necessary to cure the 65 LaPorte Default and prevent construction on the Project from ceasing, provided that 65 LaPorte shall repay the amount paid by Port Crossing to cure the 65 LaPorte Default together with interest at an interest rate of fifteen percent (15%) per annum no later than thirty (30) days after such payment by Port Crossing; and

(b) Pursue such other remedies which may be available to Port Crossing at law or in equity, including, without limitation, the right to enforce specific performance of 65 LaPorte's obligations hereunder.

#### ARTICLE IV

#### MISCELLANEOUS

Section 4.1. Port Crossing's Indemnity. Port Crossing agrees to indemnify, defend, protect and hold harmless 65 LaPorte and its respective officers, directors, partners, shareholders, managers, members, agents and employees from and against any suit, demand, claim, cause of action, loss, damage, injury, cost, liability or expense, including investigation costs and attorney's fees, consultant fees, and expert witness fees that arise, or are alleged to have arisen, from the negligent acts or omissions or willful misconduct of Port Crossing or Port Crossing's officers, directors, managers, employees, partners, agents and contractors in connection with the construction of the Project, which indemnification obligation shall be subject to the laws of comparative negligence.

Section 4.2. 65 LaPorte's Indemnity. 65 LaPorte agrees to indemnify, defend, protect and hold harmless Port Crossing and their respective officers, directors, partners, shareholders, managers, members, agents and employees from and against any suit, demand, claim, cause of action, loss, damage, injury, cost, liability or expense, including investigation costs and attorney's fees, consultant fees, and expert witness fees that arise, or are alleged to have arisen, from the negligent acts or omissions or willful misconduct of 65 LaPorte or 65 LaPorte's officers, directors, partners, managers, employees, agents and contractors in connection with the construction of the Project, which indemnification obligation shall be subject to the laws of comparative negligence.

Section 4.3. Binding Effect. The obligations created hereunder shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

Section 4.4. Approvals/Consents. Unless expressly provided to the contrary in this Agreement, with respect to any approval or consent by either Party under or pursuant to this Agreement, such approval or consent shall not be unreasonably withheld, conditioned or delayed. Unless provision is made for a specific time period, each response to a request for an approval or consent required to be considered pursuant to this Agreement shall be given by the Party to whom directed within fourteen (14) days of receipt. Each disapproval shall be in writing and the reasons shall be clearly stated. If a response is not given within the required time period, and if the request for response shall state that the requested Party shall be deemed to have given its approval or consent upon the failure of the requested Party to respond within the required time period, then the requested Party will be deemed to have given its consent or approval.

Section 4.5. Governing Laws. This Agreement shall be construed and governed in accordance with the laws of the State of Texas.

Section 4.6. Counterparts. This Agreement may be signed in several counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute one and the same instrument.

Section 4.7. Construction And Interpretation.

(a) This Agreement and the Exhibits hereto contain all the representations and the entire agreement between the Port Crossing, 65 LaPorte, and City with respect to the subject matter hereof. Any prior negotiations, correspondence, memoranda or agreements are superseded in total by this Agreement and Exhibits hereto. This Agreement has been fully negotiated at arms length between the signatories hereto, and after advice by counsel and other representatives chosen by such signatories, and such signatories are fully informed with respect thereto.

(b) Whenever required by the context of this Agreement, (i) the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa and (ii) use of the words "including", "such as", or words of similar import, when following any general term, statement or matter shall not be construed to limit such statement, term or matter to specific items, whether or not language of non- limitation, such as "without limitations, or "but not limited to", are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, terms or matter.

(c) The captions preceding the text of each Article and section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for convenience of reference and do not

necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

(d) Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any Person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other Person and the same shall remain in full force and effect.

(e) This Agreement may be amended by, and only by, a written agreement signed by all of the then current Parties. No consent to the amendment of this Agreement shall ever be required of any Person other than the Parties, nor shall any Person other than the Parties have any right to enforce any of the provisions hereof. For so long as Port Crossing owns any portion of Port Crossing Tract, only Port Crossing shall be required to execute any such modification, rescission or amendment as the owner of the Port Crossing Tract. For so long as 65 LaPorte owns any portion of the 65 LaPorte Tract, only 65 LaPorte shall be required to execute any such modification, rescission or amendment as the owner of the 65 LaPorte Tract. Each Party may consider, approve or disapprove any proposed amendment to this Agreement in its sole and absolute discretion without regard to reasonableness, but shall respond in writing to such request within fourteen (14) days following receipt of such request.

Section 4.8. Notices.

(a) All notices given pursuant to this Agreement shall be in writing and shall be given by personal delivery, by facsimile, by United States express mail or other established express delivery service (such as Federal Express), or by United States mail, postage or delivery charge prepaid, certified return receipt requested, addressed to the parties at the addresses set forth below, or to such other address as a party may designate in written notice delivered to the other party:

Port Crossing:           Port Crossing Land, LP  
                                  Attn: Russell D. Plank  
                                  3330 S. Sam Houston Parkway  
                                  Houston, Texas 77047  
                                  Telephone: (713) 578-1234  
                                  Facsimile: (713) 734-5544

65 LaPorte:             65 LaPorte, Ltd.  
                                  Attn: Jim Larson  
                                  \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  Telephone: \_\_\_\_\_  
                                  Facsimile: \_\_\_\_\_

Zone:                     LaPorte Tax Increment Reinvestment Zone #1  
                                  Attn: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

Redevelopment  
Authority;

LaPorte Redevelopment Authority  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Agreement shall be deemed given upon receipt.

(b) For the purpose of this Agreement, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to this section as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to this Section, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of [a] the date of the attempted delivery or refusal to accept delivery, [b] the date of the postmark on the return receipt, or [c] the date of receipt of notice of refusal or notice of nondelivery by the sending party.

Section 4.9. Waiver. The failure of any Party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that Party may have hereunder, at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions. No waiver by any Party of any default under this Agreement shall be effective or binding on such Party unless made in writing by such Party and no such waiver shall be implied from any omission by a Party to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers or any default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance or the same provision or any other term or provision contained in this Agreement.

Section 4.10. Time. Time is of the essence of this Agreement.

Section 4.11. Attorney's Fees. In the event any entity initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

Section 4.12. Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Party shall be considered a separate owner, and no Party shall have the right to act as an agent for another Party, unless expressly authorized to do so herein or by separate written instrument signed by the Party to be charged.

*[Signature Page of Public Right of Way Improvement and Funding Agreement]*

**IN WITNESS WHEREOF**, the Owners and CITY have executed this Agreement to be effective as of the day and year first above written.

**PORT CROSSING LAND, LP,**  
a Texas limited partnership

By: Port Crossing Land GP, LLC, its sole general partner

By: \_\_\_\_\_  
Russell D. Plank, Vice President

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HARRIS   §

The foregoing instrument was acknowledged before me this \_\_\_ day of December, 2008, by Russell D. Plank, Vice President of Port Crossing Land GP, LLC, a Texas limited liability company, sole general partner of Port Crossing Land, L.P. a Texas limited partnership, on behalf of said corporation and limited partnership.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Printed Name of Notary Public  
My Commission Expires: \_\_\_\_\_

65 LAPORTE, LTD.,

a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS §  
  §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me this \_\_\_ day of December, 2008,  
by \_\_\_\_\_, \_\_\_\_\_ of 65 LaPorte, Ltd., a \_\_\_\_\_, on  
behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires: \_\_\_\_\_

TIRZ:

LAPORTE TAX INCREMENT REINVESTMENT  
ZONE #1

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

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2008,  
by \_\_\_\_\_ of LAPORTE TAX INCREMENT  
REINVESTMENT ZONE #1, on behalf of said TIRZ.

\_\_\_\_\_  
Notary Public, State of Texas  
\_\_\_\_\_  
Printed Name of Notary Public  
My Commission Expires: \_\_\_\_\_



REDEVELOPMENT AUTHORITY

LAPORTE REDDEVELOPMENT AUTHORITY

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

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2008,  
by \_\_\_\_\_, \_\_\_\_\_ of LAPORTE REDEVELOPMENT  
AUTHORITY, on behalf of said Redevelopment Authority.

\_\_\_\_\_  
Notary Public, State of Texas

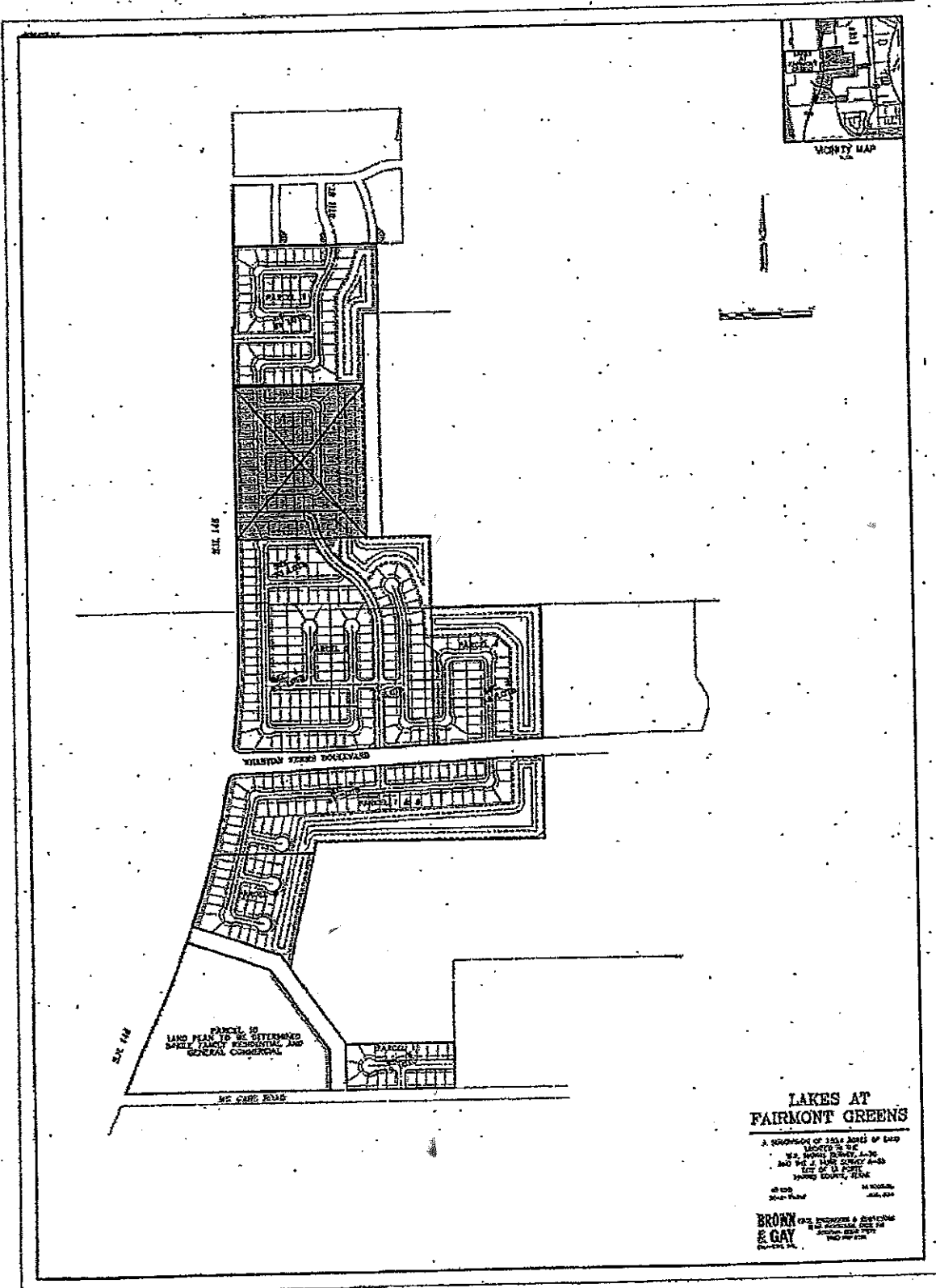
\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

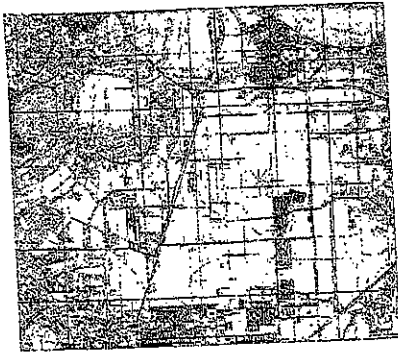
Port Crossing Tract

EXHIBIT A



**EXHIBIT "B"**

**65 LaPorte Tract**



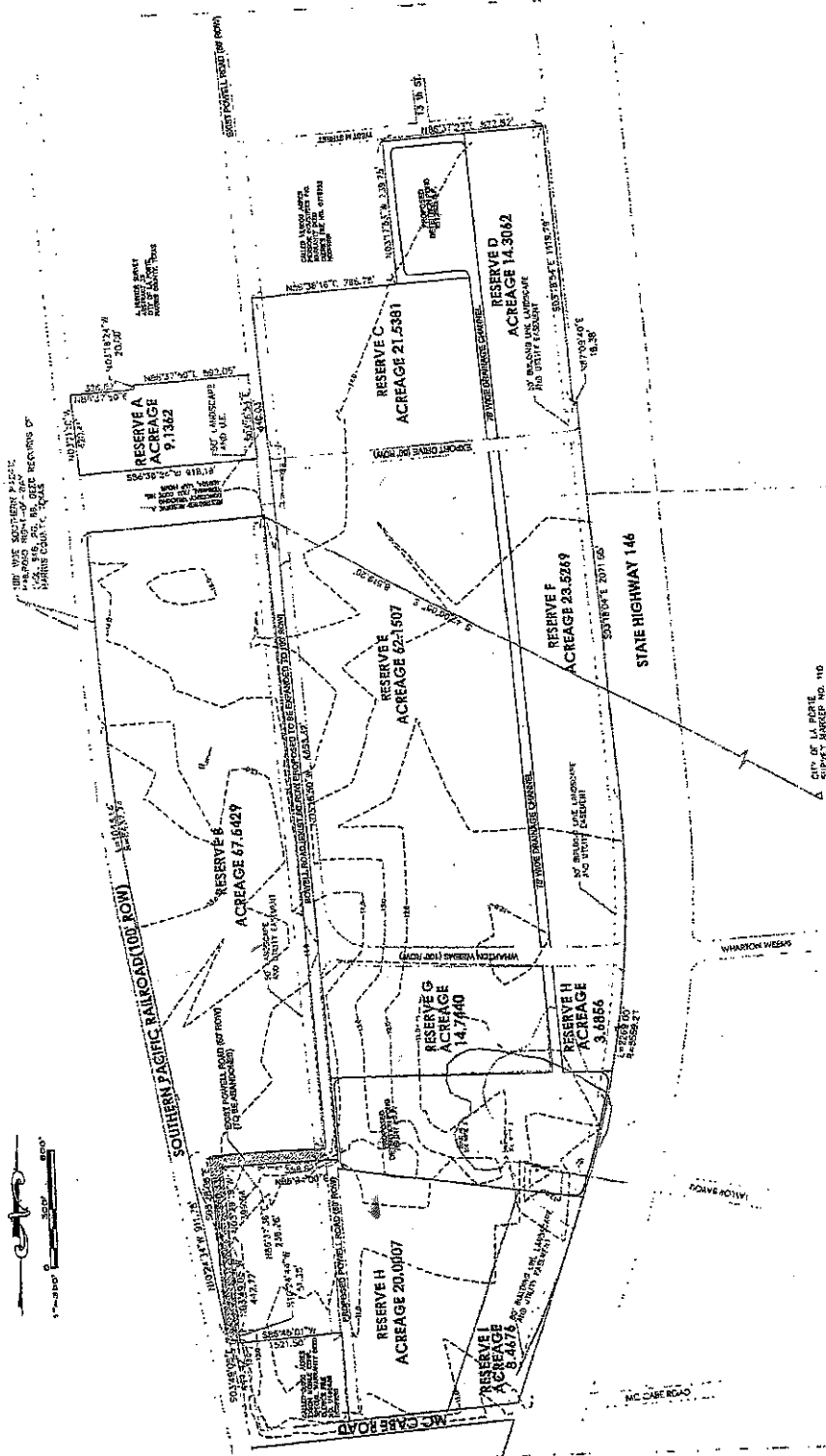
SECTION 16-42

**NOTES:**

1. TOTAL PROJECT AREA IS 468 ACRES. EXCEPT FOR THE 147 ACRES OF FEDERAL LANDS, THE REMAINDER IS OWNED BY THE CITY OF HOUSTON. ALL RIGHTS RESERVED ARE SHOWN BY DASHED LINES.
2. ALL RIGHTS RESERVED ARE SHOWN BY DASHED LINES. ALL RIGHTS RESERVED ARE SHOWN BY DASHED LINES.
3. THE FEDERAL SUBSIDY AGREEMENT, WHICH IS THE BASIS FOR THE FEDERAL FLOOD INSURANCE PROGRAM, AND WHICH IS THE BASIS FOR THE FEDERAL FLOOD INSURANCE PROGRAM, IS SUBJECT TO THE FEDERAL FLOOD INSURANCE PROGRAM, AND WHICH IS THE BASIS FOR THE FEDERAL FLOOD INSURANCE PROGRAM.
4. PROPERTY LOCATED NEAR INDUSTRIAL BUSINESS & CENTER, HOUSTON, TEXAS.
5. RECORDS ARE BASED ON THE BEST COPY OF ANY OF THE RECORDS.
6. ALL RIGHTS RESERVED ARE BASED ON THE BEST COPY OF ANY OF THE RECORDS.
7. ALL RIGHTS RESERVED ARE BASED ON THE BEST COPY OF ANY OF THE RECORDS.
8. ALL RIGHTS RESERVED ARE BASED ON THE BEST COPY OF ANY OF THE RECORDS.

**PORT CROSSING**  
LA PORTE, TEXAS

GOLDSTON ENGINEERING, INC. HOUSTON	
DATE: 4/25/06	SCALE: 1" = 300'
DATE: 4/25/06	SCALE: 1" = 300'
DATE: 4/25/06	SCALE: 1" = 300'
DATE: 4/25/06	SCALE: 1" = 300'
DATE: 4/25/06	SCALE: 1" = 300'
DATE: 4/25/06	SCALE: 1" = 300'



CONTRACT NO. 1-1-2006  
MAY 1 2006

OWNER/DEVELOPER:  
RUSSELL D. PLANK  
PORT CROSSING LAND, L.P.  
HAYDONAL PROPERTY HOLDINGS, L.P., AND  
F.L.P.C.M., L.P.  
3330 S. SAW HOUSTON PARKWAY E.  
HOUSTON, TEXAS 77047  
(713) 578-1234

PROJECT MANAGER:  
MILIO GARCIA SOC'D P.  
GOLDSTON ENGINEERING, INC.  
5860 SAN FELICE, SUITE 650  
HOUSTON, TEXAS 77061  
(713) 877-6291

**EXHIBIT "C"**

Plans

**EXHIBIT "D"**

Approved Budget

**Exhibit D**

**"Approved Budget"**

**for Improvements to SH 146 & Wharton Weems Blvd. Intersection**

<b>Durwood Greene Construction Company - Low Bidder</b>	<b>\$304,869</b>
<b>Jones &amp; Carter Engineering - Civil Design per contract</b>	<b>\$49,000</b>
<b>TEDSI - Traffic Control &amp; Signalization Design per contract</b>	<b>\$15,000</b>
<b>Contingencies, including Legal for Tri-Party Agreement</b>	<b><u>\$31,131</u></b>
<b>Grand Total:</b>	<b>\$400,000</b>





# Texas Department of Transportation

P.O. BOX 1386 • HOUSTON, TEXAS 77251-1386 • (713) 802-5000

October 20, 2008

CONTACT: DOM

Street Tie-in  
Permit 08-0495RD  
Harris County  
SH 146 at Wharton Weems  
Control Section 389-12

Mr. John Joerns  
Assistant City Manager  
City of La Porte  
604 West Fairmont Parkway  
La Porte, Texas 77571

Dear Mr. Joerns:

Reference is made to the signed and sealed drawings dated on April 24, 2008, covering the street tie-in within the right-of-way of SH 146 at Wharton Weems in Harris County. We offer no objection to your request, as submitted by Jones & Carter, Inc., subject to the following provisions:

1. It is expressly understood that the State does not purport hereby to grant any right, claim, title, or easement in or upon this highway.
2. Pavement structure within State right-of-way shall equal or exceed the existing pavement structure.
3. The grantee acknowledges and fully accepts responsibility and liability for the design, construction, maintenance, and operation of this proposed improvement. It is mutually agreed and understood that the grantee will indemnify and save harmless the State from any and all damage or loss that may develop due to this project.
4. All work on highway right-of-way shall be performed in accordance with State instructions. The installation shall not damage any part of the highway, and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent property owners.
5. Barricades and warning signs, and flagmen, when necessary, shall be provided by the contractor or the owner. It is understood that the State considers proper traffic control measures as those complying with applicable portions of the Texas Manual on Uniform Traffic Control Devices required for adoption by the "Uniform Act Regulating Traffic on Highways" (V.C.S. 6701d).

THE TEXAS PLAN  
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY  
INCREASE THE VALUE OF OUR TRANSPORTATION ASSETS

An Equal Opportunity Employer

Permit No. 08-0495RD

October 20, 2008

Page 2

- 2/11*
6. The work covered by this permit shall be so conducted that it will not interfere in any way with any highway contract construction or repair work, or any State maintenance work that may be done on this road. In the event that such interference occurs, you will cease operations in the area involved until such time as the roadwork referred to above is completed.
  7. Performance of work within highway right-of-way will constitute your acceptance of the terms herein listed.
  8. This approval void if installation not complete within one year from date of approval.  
*see Dept page # 6 100070*
  9. This permit issued subject to a traffic control plan, which will be approved by the Area Engineer. No work within State right-of-way shall begin until this approval has been given.
  10. It is mutually agreed and understood that the implementation and maintenance of the traffic control plan shall be the responsibility of the grantee and the grantee shall indemnify and save harmless the State from any and all damage or loss that may develop due to this project.

Please notify Mr. Johnny Guice, Maintenance Section Supervisor, at telephone number (281) 464-5540 at least 48 hours before beginning work so that he may have a representative present.

Sincerely,



Michael W. Alford, P.E.  
Director of Maintenance  
Houston District

LHM

Attachment

cc: Mr. Johnny Guice, w/attachment  
Jones & Carter, Inc., w/attachment

## Permit to Construct Access Driveway Facilities on Highway Right of Way

<b>To:</b> <u>City of La Porte</u> <u>604 West Fairmont Parkway</u> <u>La Porte, Tx 77571</u>	Hwy. <u>SH 146</u> Control <u>389</u> <u>713-977-8291</u> (Phone)	Permit No. <u>08-0495 RD</u> Section <u>12</u>
---	--	---

The Texas Department of Transportation, hereinafter called the State, hereby authorizes City of La Porte, hereinafter called the Permittee, to construct/reconstruct a Public access driveway on the highway right of way abutting highway number SH 146 in in Harris County, located Wharton Weems.

**Subject to the Following:**

1. The Permittee is responsible for all costs associated with the construction of this access driveway.
2. Design of facilities shall be as follows and/or as shown on sketch and is subject to conditions stated below:  
Provide street tie as shown on drawing June 4, 2008. As outlined in the letter dated 10-9-08, TxDOT will perform permanent signing, striping & signalization work. Grantee shall notify TxDOT in writing of the completion date 15 days in advance  


---

of completion of the remaining work to allow scheduling of these items.  
 All Construction and materials shall be subject to inspection and approval by the State.
3. Maintenance of facilities constructed hereunder shall be the responsibility of the Permittee, and the State reserves the right to require any changes, maintenance or repairs as may be necessary to provide protection of life or property on or adjacent to the highway. Changes in design will be made only with approval of the State.
4. The Permittee shall hold harmless the State and its duly appointed agents and employees against any action for personal injury or property damage sustained by reason of exercise of this permit.
5. Except for regulatory and guide signs at county roads and city streets, the Permittee shall not erect any sign on or extending over any portion of the highway right of way, and vehicle service fixtures such as service pumps, vendor stands, or tanks shall be located at least 12 feet from the right of way line to ensure that any vehicle services from these fixtures will be off the highway right of way.
6. The State reserves the right to require a new access driveway permit in the event of a land use change or change in driveway traffic volume or vehicle types.
7. This permit will become null and void if the above-referenced driveway facilities are not constructed within six (6) months from the issuance date of this permit. *see previous page - 1 yr*
8. The Permittee will contact the State's representative Mr. Johnny Guice at telephone (281) 464-5540 at least twenty-four (24) hours prior to beginning the work authorized by this permit.

**October 20, 2008**

Date of Issuance

Texas Department of Transportation

SEE LETTER PERMIT

Michael W. Alford, P.E.

Director of Maintenance, Houston District

The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction of an access driveway on the highway right of way.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
 (Property owner or owner's representative)



# Permit to Construct Access Driveway Facilities on Highway Right of Way

Form 1058  
(Rev. 9/2004)  
(GSD-EPC)  
Page 1 of 2

To: \_\_\_\_\_ Hwy. \_\_\_\_\_ Permit No. \_\_\_\_\_  
 (Name)

\_\_\_\_\_ Control \_\_\_\_\_ Section \_\_\_\_\_  
 (Address)

\_\_\_\_\_ (Phone No.)  
 (City, State, Zip)

The Texas Department of Transportation, hereinafter called the State, hereby authorizes \_\_\_\_\_, hereinafter called the Permittee, to  construct /  reconstruct a \_\_\_\_\_ (residential, convenience store, retail mail, farm, etc.) access driveway on the highway right of way abutting highway number \_\_\_\_\_ in \_\_\_\_\_ County, located \_\_\_\_\_

Subject to the following:

1. The Permittee is responsible for all costs associated with the construction of this access driveway.
2. Design of facilities shall be as follows and/or as shown on sketch and is subject to conditions stated below:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

All construction and materials shall be subject to inspection and approved by the State.

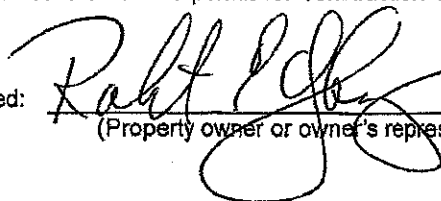
3. Maintenance of facilities constructed hereunder shall be the responsibility of the Permittee, and the State reserves the right to require any changes, maintenance or repairs as may be necessary to provide protection of life or property on or adjacent to the highway. Changes in design will be made only with approval of the State.
4. The Permittee shall hold harmless the State and its duly appointed agents and employees against any action for personal injury or property damage sustained by reason of the exercise of this permit.
5. Except for regulatory and guide signs at county roads and city streets, the Permittee shall not erect any sign on or extending over any portion of the highway right of way, and vehicle service fixtures such as fuel pumps, vendor stands, or tanks shall be located at least 12 feet from the right of way line to ensure that any vehicle services from these fixtures will be off the highway right of way.
6. The State reserves the right to require a new access driveway permit in the event of a land use change or change in driveway traffic volume or vehicle types.
7. This permit will become null and void if the above-referenced driveway facilities are not constructed within six (6) months from the issuance date of this permit.
8. The Permittee will contact the State's representative \_\_\_\_\_ telephone, (\_\_\_\_) \_\_\_\_\_, at least twenty-four (24) hours prior to beginning the work authorized by this permit.

Texas Department of Transportation

\_\_\_\_\_ Date of Issuance \_\_\_\_\_ Authorized Representative \_\_\_\_\_

The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction of an access driveway on the highway right of way.

Date: 6/30/2008

Signed:   
 (Property owner or owner's representative)

**SPECIAL PROVISIONS FOR PERMIT NUMBER  
08-0495**

1. All Pipes used shall be Reinforced Concrete Pipe (RCP).
2. Culvert crossings within the 30-foot clear zone (parallel culverts) shall be required to have minimum 6:1 sloping ends known as Safety End Treatments (SETs). The culvert shall have sufficient length to allow the 6:1 slope to be achieved from the edge of pavement to the flowline at the end of the SET. Culverts that exceed 50' in length shall have a junction box for clean out as specified by the Area Engineer.
3. Culverts larger than single 30-inch diameter (or larger than multiple 24-inch diameter culverts) shall require safety pipe runners.
4. Riprap or stabilizing material shall be provided and installed by grantee at time of construction as directed by Area Engineer.
5. FOR TXDOT MAINTAINED ASPHALT SURFACED PAVEMENT no concrete pavement or curbing shall be allowed within State right of way. (See attached driveway profile.)
6. FOR TXDOT MAINTAINED CONCRETE SURFACED PAVEMENT, additional full-depth saw cuts may be made as needed to facilitate removal of the concrete within the limits of the required full-depth cuts. Concrete adjacent to the patch shall not be spalled or fractured by the removal procedure.(See attached driveway profile.)
7. Placement or removal of beautification on State right of way shall be under the direction of the Texas Department of Transportation.
8. The Grantee certifies that its storm water runoff to the State's right of way shall not be contaminated by any industrial processes or significant pollutants, and the State shall not be held liable for any pollutants entering State right of way through storm water connections.
9. Grantee shall meet all Americans with Disabilities Act (ADA) and Texas Department of Licensing Regulation (TDLR) requirements for items including but not limited to side walks and wheelchair ramps.
10. Grantee shall obtain overall environmental clearance with all appropriate regulatory agencies prior to beginning construction. Approval of this request by TxDOT does not relieve the Grantee or its agents of this obligation.
11. Work performed on railroad right-of-way or easements controlled by others is subject to the concurrence of the owner of said properties. Approval of this request by TxDOT does not relieve the Grantee of this obligation.
12. The complete permit package shall be on the project site at all times and available for review by TxDOT.

**The Texas Department of Transportation will assist as follows:**

1. Provide flow line elevation and inspection of construction.
2. This permit issued subject to a traffic control plan, which will be approved by the Area Engineer. No work within State right of way shall begin until this approval has been granted.

**SPECIAL NOTE:**

## ADDITIONAL SPECIAL PROVISIONS FOR STREET TIE-IN PERMIT

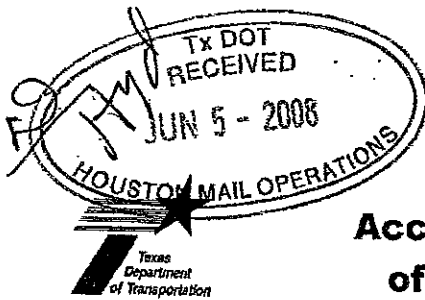
- All work within the state, highway right of way shall be performed in accordance with state standards and specifications as to the installation and materials used.
- All materials and mix designs to be placed in TxDOT right of way must be obtained from TxDOT approved sources and be of approved TxDOT mix designs.
- All utilities shall be located and adjusted prior to commencing work. The location of and relocation and/or adjustment to any utilities shall be responsibility of the Contractor.
- No valves, meter boxes, manhole covers, etc will be allowed in the pavement. These appurtenances shall be relocated within the right of way as approved by TxDOT and the utility owner.
- All exposed dirt surfaces shall be seeded or sodded as specified by the Area Engineer.
- 4:1 maximum slope on the ditch front slope is required.
- The use of one lane closure traffic control plans will not be allowed during hours of 6 a.m. to 9 a.m. and 3:00 p.m. to 7 p.m. Monday through Friday as directed by the Area Engineer.
- The Contractor shall coordinate the sequence of construction and traffic control plan with any adjacent construction or maintenance projects to ensure the uninterrupted flow of traffic.
- In no event will an edge drop off be permitted during the hours of darkness. If the Contractor, due to unforeseen circumstances is unable to complete a section before the end of the work day, base material capable of vehicle support shall be pulled back to the existing pavement edge on a 4:1 slope as shown on the attached overnight drop-off detail.
- The work shall be completed such that the roadway will be fully opened to traffic overnight. No overnight lane closures will be permitted, unless otherwise approved by the Area Engineer.
- Plastic drums shall be used for overnight delineation of off roadway work areas.
- Standard Pavement Markings shall be placed according to the following standards:  
PM (1)-00A PM (3)-00A PM (4)-00A PM (5)-01 PM (6)-01.
- All raised pavement markers shall meet the requirements of Item 672, "Raised Pavement Markers."

- Existing pavement markings shall be removed according to the requirements of Item 677, "Eliminating Existing Pavement Markings and Markers" and shall be completely removed to the satisfaction of the Area Engineer.
- Preformed plastic pavement marking shall not be used.
- The Advanced Warning signing shown on BC (1)-99 will be required. This includes the following signs: EG 20-9 ER 20-5 with plaque CW 20-1D SG 20-1 with plaque and SG 20-6.
- Proposed signs or those, which require relocation, shall be done in accordance to the following standards: SMD (Gen.)-02 & SMD (Slip-1)-02 thru SMD (Slip-3)-02.
- All pavement markings shall be Type I Thermoplastic and shall meet the requirements of Item 666, "Reflectorized Pavement Markings." All pavement surfaces shall be clean or surface preparation in accordance with Item 678 "Pavement surface Preparation for Markings" will be required. A Type II marking as a sealer in accordance with this item shall be placed prior to the Type I marking for concrete pavement. All old asphalt pavement will require a Type II marking as a sealer as specified by the Area Engineer.
- The Texas Universal Triangular Slip Base Sign Supports will be required for all existing signs to be relocated or proposed signs within TxDOT right-of-way.
- All trees requiring removal shall be planted on the TxDOT right-of-way as directed by the Area Engineer.
- Wheel chair ramps must meet the requirements of the Standard PED-05 (4 sheets).
- The Contractor shall not create a dirt nuisance or safety hazard in any street. The pavement shall be cleaned daily.
- \* Contractor shall get a traffic control plan approved at the Area Engineer 10 working days prior to start of construction. Contractor is required to supply all sub-contractors with a copy of this permit and approved traffic control plan. The contractor or sub-contractor is required to contact the Maintenance Supervisor from 24 hours to 48 hours prior to commencing any work.

## ADDITIONAL SPECIAL PROVISIONS FOR ROADWAY IMPROVEMENT PERMIT

- Any adjustments made to traffic signals shall be overseen and inspected by the Texas Department of Transportation Signal Operation and Maintenance Section. Contact Mr. Doug Vanover at (713) 802-5661, 48 hours in advance of signal work.
- Should the existing roadway pavement be damaged, during the traffic control set up to place traffic on the shoulder, it shall be repaired as specified by Area Engineer.
- The Contractor shall employ at his/her expense, an approved commercial testing laboratory to pour and break concrete beams for determining concrete strength (Test method TEX-448-A Flexural Strength.) Certified reports by a Professional Engineer of each break shall be submitted to the TxDOT Area Engineer. The other required tests shall be TEX-415-A, slump and TEX-416-A or TEX-414-A Entrained air. The frequency of sampling for flexural strength shall be one test (2 beams) for each 3,000 s.y. Not less than one set of beams will be required for each day's placement. This work shall be coordinated with TxDOT Area Engineer's Office, 48 hours prior to pouring concrete.





## Access Driveway or Roadway Modification of Facilities On Highway Right Of Way

01-02-06

Name of Applicant:	Jones & Carter, Inc.	Fred Paras	SH 146 and Wharton Weems Blvd <u>06-0428 RD</u>
	Permittee	Contact Name	Name of Site
Mail Permit To:	6335 Gulfton, Suite 100		SH 146 and Wharton Weems Blvd
	Address		Address
Contact Person:	Houston, TX 70081	La Porte TX 77571	
	City State Zip Code	City State Zip Code	
	E-mail <u>aparas@jonescarter.com</u>		
	Phone No.	Fax No.	
	713-777-5337	713-777-5976	

### ACCESS REQUEST LOCATION & INFORMATION

Type of Access:  Street Tie-In  Commercial  Private  Public  Temporary  Sidewalk

Highway: SH 146 County: Harris

Is Highway within an incorporated city?  Yes  No City: La Porte

Property on which side of highway?  North  South  East  West

Name of closest cross street: Wharton Weems Blvd

KeyMap: 580K Total amount of property frontage on TxDOT: 840 ft

**NOTE: TEMPORARY DRIVEWAYS ARE GOOD FOR SIX MONTHS ONLY**

Number of requested driveways: NA Width of requested driveway(s): NA

Number of requested street ties: 3 Width of requested street ties(s): 12 ft & 25 ft

Number of existing driveways to be modified: NA Width of requested

Return radius: NA Width of median: NA

If open ditch, give inside diameter of nearest upstream and downstream pipes NA Type of highway design?  Curbed  Open ditch  Both

Does this commercial request include developed drainage coming to TxDOT?  Yes  No

If yes, complete the attached Access Permit Request Checklist, TxDOT Hydraulic Section. If no, what drainage authority receives developed flow NA and attach a copy of approval letter from the drainage authority.

Indicate the primary use for the property: Public /  Undeveloped Land

**NOTE: ANY FUTURE DEVELOPMENT TO THIS SITE MUST BE REVIEWED AND APPROVED BY TxDOT, OR THIS PERMIT WILL BECOME NULL AND VOID**

Is there a ramp or traffic signal located within 1000 feet of the proposed access?  Yes  No

Is there an existing roadway median opening near the proposed driveway?  Yes  No

If yes, show details on drawings.  
If yes, indicate distance and directions to all openings on your plans

210279 ROW

LA PORTE REDEVELOPMENT AUTHORITY,  
CITY OF LA PORTE, TEXAS

---

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors  
FROM: Executive Director  
SUBJECT: Agenda Item Materials

---

3. Consider 8<sup>th</sup> TIRZ Draw and General contractor statements and the sworn statements for the Port Crossing Land LP for the period ending September 30, 2008.



ML REALTY  
PARTNERS

October 10, 2008

Mr. John Joerns  
La Porte Redevelopment Authority  
c/o City of La Porte  
604 West Fairmont Parkway  
La Porte, TX. 77571

**RECEIVED**

OCT 16 2008

CITY MANAGER'S  
OFFICE

Re: TIRZ Draw for Port Crossing Land LP

Via: DHL

Dear John,

Please find enclosed the 8th TIRZ draw and General contractor statements and the sworn statements for Port Crossing Land LP for the period ending September 30, 2008. Please note there are no expenses for this period. All the invoices that we received this past month will be included on the next TIRZ draw when they will actually be paid.

Please let me know if you have any questions or concerns.

You can contact me at 630-250-2903, or by email at: [mstudtmann@mlrealtypartners.com](mailto:mstudtmann@mlrealtypartners.com)

Sincerely,

*Sofia Michis*

Sofia Michis

cc: David Hawes, Russell Plank

**Port Crossing TIRZ Improvements**  
**Draw Request #8**  
**3rd Qtr ending September 30, 2008**

<u>Line Item</u>	<u>CC #</u>	<u>GL #</u>	<u>Invoice #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Totals</u>
<u>Land Costs</u>	12225	1200		Land	-	-
<u>Hard Costs</u>						-
Infrastructure Construction Cost	12400	1200	139910	Jones & Carter	-	
	12400	1200		Cadence McShane	-	-
Lift Station Power	12485	1200	232-07-6	Angel Brothers	-	
	12485	1200		Centerpoint Energy	-	
	12485	1200		Centerpoint Energy	-	-
Landscaping	24400	1200		HLS Enterprises	-	
	24400	1200		HLS Enterprises	-	
				3DR Design	-	-
Civil Engineering and Contingencies	24150	1200	143742	Cotton Surveying	-	
	24150	1200	38070	Jacob & Hefner	-	
	24150	1200	145201	Jones & Carter	-	
	24150	1200	141797	Jones & Carter	-	
	24150	1200	143738	Jones & Carter	-	
	24150	1200	143048	Jones & Carter	-	-
Land Clearing	12350	1200	08-1175-07155	WT Byler	-	
	12350	1200		WT Byler	-	-
<u>Interest Expense</u>				July - September 2008	133,741.19	133,741.19
<b>Total for Draw # 8</b>						<b>\$133,741.19</b>

**Port Crossing TIRZ Improvements  
Draw Request #8  
3rd Qtr ending September 30, 2008**

<u>BUDGET CATEGORY</u>	<u>ORIGINAL BUDGET</u>	<u>SCOPE CHANGES</u>	<u>REALLOC.</u>	<u>REVISED BUDGET</u>	<u>PREVIOUS PAID</u>	<u>CURRENT REQUEST</u>	<u>TOTAL PAID TO DATE</u>	<u>BALANCE TO BECOME DUE</u>
<b>USES OF FUNDS</b>								
Land Cost	2,300,000.00	0.00	0.00	2,300,000.00	2,300,000.00	0.00	2,300,000.00	0.00
Infrastructure Construction	7,723,000.00	64,810.40	0.00	7,787,810.40	6,959,101.63	0.00	6,959,101.63	828,708.77 ***
Landscaping	300,000.00	350,000.00	0.00	650,000.00	268,711.05	0.00	268,711.05	381,288.95 ***
Land Clearing	120,000.00	51,000.00	0.00	171,000.00	160,544.00	0.00	160,544.00	10,456.00
Civil Engineering & Contingencies	1,303,000.00	(401,030.00)	0.00	901,970.00	578,345.61	0.00	578,345.61	323,624.39 ***
Traffic Signalization	0.00	125,000.00	0.00	125,000.00	0.00	0.00	0.00	125,000.00 ***
Lift Station Power	0.00	200,000.00	0.00	200,000.00	200,000.00	0.00	200,000.00	0.00 ***
Interest Expense	0.00	1,222,553.17	0.00	1,222,553.17	1,088,811.98	133,741.19	1,222,553.17	0.00
<b>TOTAL USES</b>	<b>11,746,000.00</b>	<b>1,612,333.57</b>	<b>0.00</b>	<b>13,358,333.57</b>	<b>11,555,514.27</b>	<b>133,741.19</b>	<b>11,689,255.46</b>	<b>1,669,078.11</b>
<b>SOURCES OF FUNDS</b>								
TIRZ	11,746,000.00	1,612,333.57	0.00	13,358,333.57	11,555,514.27	133,741.19	11,689,255.46	1,669,078.11
<b>TOTAL SOURCES</b>	<b>11,746,000.00</b>	<b>1,612,333.57</b>	<b>0.00</b>	<b>13,358,333.57</b>	<b>11,555,514.27</b>	<b>133,741.19</b>	<b>11,689,255.46</b>	<b>1,669,078.11</b>
								<b>0.00</b>

Approved By *Patricia Hagan*  
Date 10/15/08

\*\*\* Original Budget Changed as of 07/13/07 per the TIRZ board approval

Port Crossing Land LP  
TIRZ Loan Summary

Date Funded	Funding	Balance	Monthly Interest Rate	Month	Int. On Prior Month Oustd. Loan Balance	Interest on Current Funding	Total Interest	
05/24/06	Land Closing	2,300,000.00	8.25%	May	16,339.58	-	16,339.58	
		-	8.25%	June	15,812.50	-	15,812.50	
		-	8.25%	July	16,339.58	-	16,339.58	
08/28/06	Misc Paid	242,317.73	8.25%	August	16,339.58	166.59	16,506.18	
		-	8.25%	September	17,478.43	-	17,478.43	
		-	8.25%	October	18,061.05	-	18,061.05	
11/15/06	Misc Paid	641,344.77	8.25%	November	17,478.43	2,204.62	19,683.06	
12/15/06	Misc Paid	630,305.85	8.25%	December	22,617.27	2,166.68	24,783.95	
<b>2006 TOTAL</b>		<b><u>\$ 3,813,968.35</u></b>					<b><u>\$ 145,004.33</u></b>	
		-	8.25%	January	27,095.07	-	27,095.07	
02/22/07	Fund Draw #3	2,154,275.50	8.25%	February	24,472.96	2,962.13	27,435.09	
03/30/07	Fund Draw #4	2,390,915.34	8.25%	March	42,399.40	547.92	42,947.32	
04/04/07	Fund Draw #5	408,318.89	8.25%	April	57,469.22	2,432.90	59,902.12	
05/18/07	Fund Draw #6	42,277.00	8.25%	May	62,285.63	125.95	62,411.58	
06/19/07	Fund Draw #7	298,529.82	8.25%	June	60,567.07	752.54	61,319.61	
07/18/07	Fund Draw #8	119,456.79	8.25%	July	64,706.77	355.88	65,062.66	
08/16/07	Fund Draw #9	39,005.50	8.25%	August	65,555.41	134.08	65,689.50	
09/21/07	Fund Draw #10	372,845.95	7.75%	September	59,847.74	722.39	60,570.13	
10/23/07	Fund Draw #11	-	7.50%	October	62,255.71	-	62,255.71	
11/30/07	Fund Draw #12	422,394.46	7.50%	November	60,247.46	-	60,247.46	
12/20/07	Fund Draw #13	202,944.32	7.25%	December	62,817.55	449.58	63,267.13	
	Not Funded as of 12/31/07	56,659.20						
<b>2007 TOTAL</b>		<b><u>\$ 6,507,622.77</u></b>					<b><u>\$ 658,203.35</u></b>	
1/23/2008	Fund Draw #14	56,659.20	6.50%	January	57,455.11	92.07	57,547.18	
2/15/2008	Fund Draw #15	-	6.00%	February	49,887.69	-	49,887.69	
3/13/2008	Fund Draw #16	36,480.90	5.25%	March	46,662.19	101.08	46,763.28	
4/16/2008	Fund Draw #17	15,000.00	5.00%	April	43,158.63	31.25	43,189.88	
5/22/2008	Fund Draw #18	51,622.11	5.00%	May	44,661.84	71.70	44,733.54	
6/23/2008	Fund Draw #19	42,008.00	5.00%	June	43,436.23	46.68	43,482.90	
7/31/2008		-	5.00%	July	45,064.97	-	45,064.97	
8/31/2008		-	5.00%	August	45,064.97	-	45,064.97	
9/30/2008		-	5.00%	September	43,611.26	-	43,611.26	
<b>2008 TOTAL</b>		<b><u>\$ 145,111.01</u></b>					<b><u>\$ 419,345.66</u></b>	
<b>Total Funding</b>		<b><u>\$ 10,466,702.13</u></b>					<b><u>\$ 1,222,553.34</u></b>	
<b>Total Including Interest</b>		<b><u>11,689,255.47</u></b>	as of 09/30/08 TIRZ Draw					



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### Historical Prime Rate

Historical Prime Rate

5

- 1990 - present
- 1983 - 1990

#### 1990 - present

Effective Date	Rate*
10-08-08	4.50%
04-30-08	5.00%
03-18-08	5.25%
01-30-08	6.00%
01-22-08	6.50%
12-11-07	7.25%
10-31-07	7.50%
09-18-07	7.75%
06-29-06	8.25%
05-10-06	8.00%
03-28-06	7.75%
01-31-06	7.50%
12-13-05	7.25%
11-01-05	7.00%
09-20-05	6.75%
08-09-05	6.50%
06-30-05	6.25%
05-03-05	6.00%
03-22-05	5.75%
02-02-05	5.50%
12-14-04	5.25%
11-10-04	5.00%
09-21-04	4.75%
08-10-04	4.50%
06-30-04	4.25%
06-27-03	4.00%
11-07-02	4.25%
12-12-01	4.75%
11-07-01	5.00%
10-03-01	5.50%
09-17-01	6.00%
08-22-01	6.50%
06-28-01	6.75%
05-16-01	7.00%
04-19-01	7.50%
03-21-01	8.00%
03-21-01	8.00%

LA PORTE REDEVELOPMENT AUTHORITY,  
CITY OF LA PORTE, TEXAS

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AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors  
FROM: Executive Director  
SUBJECT: Agenda Item Materials

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4. Consider approval or other action with regard to authority invoices.



**La Porte Redevelopment Authority**  
**Cash Flow Report, Inception to December 17, 2008**

<b>Cleared Bank</b>	<b>Operating Account</b>	<b>For</b>	<b>Amount</b>	<b>Subtotal</b>	<b>Total</b>
<b>Revenues, 2007 - 2008</b>					
5/18/2007	Wire transfer from City of La Porte	fund account	\$ 986.35		
5/24/2007	Wire transfer from City of La Porte	fund account	\$ 180,113.08		
5/29/2007	Deposit (see note below)	construction acct	\$ 986.35		
5/31/2007	Interest deposit (4.75%)		\$ 186.11		
6/29/2007	Interest deposit (4.75%)		\$ 694.04		
7/31/2007	Interest deposit (4.75%)		\$ 705.54		
8/31/2007	Interest deposit (4.75%)		\$ 688.02		
9/28/2007	Interest deposit (4.66%)		\$ 630.32		
10/24/2007	Wire transfer from City of La Porte		\$ 28,463.00		
10/31/2007	Interest deposit (3.75%)		\$ 558.66		
11/30/2007	Interest deposit (3.50%)		\$ 558.76		
12/6/2007	Wire transfer from City of La Porte		\$ 64,445.03		
12/31/2007	Interest deposit (3.25%)		\$ 715.47		
1/31/2008	Interest deposit (2.50%)		\$ 673.46		
2/29/2008	Interest deposit (2.00%)		\$ 409.42		
3/31/2008	Interest deposit (2.00%)		\$ 418.50		
4/30/2008	Interest deposit (1.25%)		\$ 375.26		
5/30/2008	Interest deposit (1.00%)		\$ 211.62		
6/30/2008	Interest deposit (1.00%)		\$ 203.33		
7/31/2008	Interest deposit (1.00%)		\$ 210.28		
8/12/2008	Wire transfer from City of La Porte	fund account (LPISD)	\$ 58,395.08		
8/28/2008	Wire transfer from City of La Porte	fund account (Harris Co)	\$ 28,784.00		
8/29/2008	Interest deposit (1.00%)		\$ 245.60		
9/30/2008	Interest deposit (1.00%)		\$ 264.00		
10/31/2008	Interest deposit (0.650%)		\$ 175.87		
11/28/2008	Interest desposit (0.930%)		\$ 237.56		
<b>Total, revenues</b>				<b>\$ 370,334.71</b>	<b>\$ 370,334.71</b>

**Cleared**

<b>Bank</b>	<b>Expenses</b>			
5/18/2007	Wire transaction fees	\$	6.50	
5/24/2007	Wire transaction fees	\$	6.50	
10/24/2007	Wire transaction fees	\$	6.50	
11/30/2007	Wire transaction fees	\$	6.50	
8/12/2008	Wire transaction fees	\$	8.00	
8/29/2008	Wire transaction fees	\$	8.00	
				\$ 42.00 \$ (42.00)

*Checks paid:*

5/25/2007	#101 Hawes Hill Calderon LLP	admin: inv 2677	\$ 3,500.00	
5/29/2007	#102 La Porte RDA Construction Acct	xfer to construction acct	\$ 986.35	
7/5/2007	#103 La Porte RDA Construction Acct	correct deposit error	\$ 986.35	
7/19/2007	#104 Hawes Hill Calderon	admin + exp: inv 2691	\$ 4,222.02	
7/19/2007	#105 Hawes Hill Calderon	admin + exp: inv 2716	\$ 2,261.83	
8/23/2007	#106 Hawes Hill Calderon	admin + exp: inv 2773	\$ 3,984.16	
9/27/2007	#107 Hawes Hill Calderon	admin + exp: inv 2779	\$ 3,813.98	
12/12/2008	#108 City of La Porte	TIRZ reimb; inv #1833	\$ 2,555.95	
	#109 Check VOID		\$ -	
	#110 Check VOID		\$ -	
2/29/2008	#111 Hawes Hill Calderon	admin & exp: invoices 2823, 2842, 2858, 2900, 2929	\$ 12,101.16	
9/5/2008	#112 City of La Porte	Inv. 2186, 2579	\$ 165.64	
9/2/2008	#113 Hawes Hill Calderon LLP	inv. 2951, 2980, 3007, 3036, 3060. 3092	\$ 14,333.47	
	<i>Total, Checks paid</i>		\$ 48,910.91	\$ (48,910.91)

*Checks submitted for approval 12/17/08:*

#114 Hawes Hill Calderon LLP	Inv. 3101, 3165, 3146, 3164	\$ 9,708.96	
<i>Total, Checks submitted</i>		\$ 9,708.96	\$ (9,708.96)

**Total, expenses**

**Fund balance, Operating Account as of December 17, 2008**

**\$ 311,672.84**

NOTE: Acting bookkeeper made error in recording the Construction account number on the deposit slip.  
Check 103 reverses the error.

# Pledged Securities Report as of 9/30/2008

**AmegyBank**

CUSIP	Security Type	Rate	Maturity	Original Face	Market Value
<b>Pledge Code: ta345 Entity Name: LAPORT RE DEVELOPMENT AUTHORITY</b>		<b>Primary Bookkeeper: Susan Hill</b>		<b>Secondary Bookkeeper:</b>	
31371LRK7	FNMA POOL #255290	4	6/1/2014	\$300,000.00	\$123,212.89
83164JQQ2	SBA POOL # 507663	4.85	4/25/2031	\$550,000.00	\$502,961.18
FDIC				\$100,000.00	\$100,000.00
<b>Total Pledges: 3</b>				<b>\$950,000.00</b>	<b>\$726,174.07</b>

**La Porte Redevelopment Authority**  
**Cash Flow Report, Inception to December 17, 2008**

<b>Cleared bank</b>	<b>Construction Account</b>	<b>For</b>	<b>Amount</b>	<b>Subtotal</b>	<b>Total</b>
<b>Revenues, 2007-2008</b>					
5/18/2007	Wire transfer by City of La Porte	fund account	\$661,013.65		
5/31/2007	Interest deposit (4.75%)		\$ 1,204.30		
6/29/2007	Interest deposit (4.75%)		\$ 984.30		
7/5/2007	Deposit Check 103 from Operating Acct	correct deposit error	\$ 986.35		
7/31/2007	Interest deposit (4.75%)		\$ 1,024.54		
8/31/2007	Interest deposit (4.75%)		\$ 1,029.19		
9/28/2007	Interest deposit (4.25%)		\$ 961.41		
10/31/2007	Interest deposit (3.75%)		\$ 467.82		
11/30/2007	Interest deposit (3.50%)		\$ 377.56		
12/31/2007	Interest deposit (3.25%)		\$ 337.41		
1/31/2008	Interest deposit (2.50%)		\$ 285.96		
2/29/2008	Interest deposit (2.00%)		\$ 171.09		
3/31/2008	Interest deposit (2.00%)		\$ 38.83		
4/30/2008	Interest deposit (1.25%)		\$ 0.32		
5/31/2008	Interest deposit (1.00%)		\$ 0.18		
6/30/2008	Interest deposit (1.00%)		\$ 0.17		
7/31/2008	Interest deposit (1.00%)		\$ 0.18		
8/29/2008	Interest deposit (1.00%)		\$ 0.18		
9/30/2008	Interest deposit (0.98%)		\$ 0.17		
10/31/2008	Interest deposit (0.67%)		\$ 0.12		
11/28/087	Interest deposit (0.93%)		\$ 0.16		
				<u>\$ 668,883.89</u>	<u>\$ 668,883.89</u>
<b>Cleared Bank Expenses</b>					
5/18/2007	Wire transaction fees	bank fees	\$ 6.50	\$ (6.50)	
6/1/2007	#101 65 La Porte Ltd. & ION Design Group LLC	offsite utilities	\$ 60,067.70		
6/1/2007	#102 65 La Porte Ltd. & Angel Brothers ...	offsite utilities	\$350,025.48		
10/4/2007	#103 65 La Porte Ltd. & Angel Brothers	Pay Req #4, offsite utilities	\$ 23,765.93		
10/4/2007	#104 65 La Porte Ltd.	Pay Req #4, offsite improvements	\$102,558.37		
12/11/2007	#105 65 La Porte Ltd.	offsite improvements	\$ 22,669.65		
2/29/2008	#106 65 La Porte Ltd.	offsite construction	\$ 55,476.57		
3/14/2008	#107 City of La Porte	city resources	\$ 7,128.13		
3/14/2008	#108 City of La Porte	city resources	\$ 46,974.16		
				<u>\$(668,665.99)</u>	<u>\$(668,672.49)</u>
<b>Total Expenses</b>					
<b>Fund balance as of December 17, 2008</b>					<u>\$ 211.40</u>

Hawes Hill Calderon LLP  
P.O. Box 22167  
Houston TX 77227-2167

STATEMENT

TIRZ -La Porte # 1  
604 W. Fairmont Pkwy.  
La Porte, TX 77571

DATE
12/12/2008

AMOUNT REMITTED

\$

Page 1

DATE	INVOICE NO.	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
9/1/2008	00003101	Sale; City of La Porte	\$2,208.96		\$2,208.96
10/1/2008	00003165	Sale; TIRZ -La Porte # 1	\$2,000.00		\$2,000.00
11/1/2008	00003146	Sale; City of La Porte	\$2,000.00		\$2,000.00
12/1/2008	00003164	Sale; City of La Porte	\$3,500.00		\$3,500.00

12/12/2008	Finance Charge		\$0.00		\$0.00
CURRENT	30 DAYS	90 DAYS	90+ DAYS	AMOUNT DUE	
	\$3,500.00	\$4,000.00	\$2,208.96	\$9,708.96	

Hawes Hill Calderon LLP  
P.O. Box 22167  
Houston TX 77227-2167

Invoice

Bill To:

TIRZ -La Porte # 1  
604 W. Fairmont Pkwy.  
La Porte, TX 77571

Invoice #: 00003101  
Date: 9/1/2008

Page: 1

DATE	DESCRIPTION	AMOUNT
	Project Management Services, September 2008  Reimburable expenses as follows:  Mileage, D. Hawes per attachment  In house postage In house copies & Binders	\$2,000.00    \$39.39  \$22.42 \$147.15
		Sales Tax: \$0.00 Total Amount: \$2,208.96 Amount Applied: \$0.00 Balance Due: \$2,208.96

Terms: COD

**EXPENSE DETAIL (La Porte TIF01)**

DATE	CLIENT NO.	VENDOR/DESCRIPTION	QTY	U PRICE	TOT REIM.	BILL
08.27.08	CLPTIF01	Mileage to/from BOD Mtg.	78	\$ 0.505	\$ 39.39	Y
	CLPTIF01			\$ 0.505	\$ -	
	CLPTIF01			\$ 0.505	\$ -	
TOTAL					\$ 39.39	

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Houston TX 77227-2167

Invoice

Bill To:

TIRZ -La Porte # 1  
604 W. Fairmont Pkwy.  
La Porte, TX 77571

Invoice #: 00003165

Date: 10/1/2008

Page: 1

DATE	DESCRIPTION	AMOUNT
	Professional Consulting & Administrative Fees, October 2008	\$2,000.00
		Sales Tax: \$0.00
		Total Amount: \$2,000.00
		Amount Applied: \$0.00
		Balance Due: \$2,000.00

Terms: COD



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P.O. Box 22167  
Houston TX 77227-2167

Invoice

Bill To:

TIRZ -La Porte # 1  
604 W. Fairmont Pkwy.  
La Porte, TX 77571

Invoice #: 00003146  
Date: 11/1/2008

Page: 1

DATE	DESCRIPTION	AMOUNT
	Project Management Services, November 2008  Reimbursable expenses as follows: <i>None</i>	\$2,000.00
		Sales Tax: \$0.00
		Total Amount: \$2,000.00
		Amount Applied: \$0.00
		Balance Due: \$2,000.00

Terms: C.O.D.

Hawes Hill Calderon LLP  
P.O. Box 22167  
Houston TX 77227-2167

Invoice

Bill To:

TIRZ -La Porte # 1  
604 W. Fairmont Pkwy.  
La Porte, TX 77571

Invoice #: 00003164  
Date: 12/1/2008

Page: 1

DATE	DESCRIPTION	AMOUNT
12/10/2008	Project Management Services, December 2008	\$2,000.00
	Board of Directors Meeting	\$1,500.00
	Reimbursable expenses as follows: <i>none</i>	
		Sales Tax: \$0.00
		Total Amount: \$3,500.00
		Amount Applied: \$0.00
		Balance Due: \$3,500.00

Terms: C.O.D.