

Agendas and Agenda Materials
Meetings of the Boards of Directors

La Porte Redevelopment Authority



La Porte Tax Increment
Reinvestment Zone

July 18, 2007

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 JULY 18, 2007 AT 6:30 P.M. IN THE 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. Consider approval of the minutes of the May 24, 2007 Board of Directors meeting
3. Consider approval or other action with regard to Pay Request Number Four in the amount of \$23,765.63 for the Lakes of Fairmont Greens TIRZ project related to off site improvements known as the South La Porte Trunk Sewer Project
4. Consider approval or other action with regard to Additional Pay Requests for the Lakes of Fairmont Greens TIRZ project related to off site improvements known as the South La Porte Trunk Sewer Project
5. Consider Development Agreement by and between the La Porte Redevelopment Authority, La Porte TIRZ Number One, City of La Porte, and Retreat at Bay Forest LP
6. Receive Presentation from Developer Requesting Reimbursement for a Hotel Development within the Western Portion of the Zone
7. Consider approval or other action with regard to authority invoices
8. Staff report and updates
9. Board member comments
10. 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

LA PORTE REDEVELOPMENT AUTHORITY,
CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors
FROM: Executive Director
DATE: July 11, 2007
SUBJECT: Agenda Item Materials

2. Consider approval of the minutes of the May 24, 2007 Board of Directors meeting.

**La Porte Redevelopment Authority,
City of La Porte, Texas
Minutes of the Board Meeting
Held May 24, 2007**

1. CALL TO ORDER AND DETERMINATION OF A QUORUM

The Board of Directors of the La Porte Redevelopment Authority, City of La Porte, Texas, held a meeting, open to the public, on the 24th day of May 2007, and meeting was called to order at 6:38 p.m. in the La Porte Recreation and Fitness Center, 1322 South Broadway, La Porte, Texas 7751 and the roll was called of the duly appointed members of the Board, to wit:

Peggy Antone	Position 1
Dave Turnquist	Position 2
Alton Porter	Position 3
Horace Leopard	Position 4
Doug Martin	Position 5
JJ Meza	Position 6
Michael Say	Position 7
Chester Pool	Position 8
Lin Pfeiffer	Position 9 - Chairman

and all of the above were present except Director Antone, and Director Meza, thus constituting a quorum. Also present at the meeting were John Joerns, David Hawes, Gretchen Black, Norman Reed, and Russell Plank.

2. CONSIDER APPROVAL OF THE MINUTES OF THE FEBRUARY 28, 2007 BOARD OF DIRECTORS MEETING

Upon a motion duly made by Director Say and being seconded by Director Porter, the board unanimously approved the minutes of February 28, 2007

3. CONSIDER APPROVAL OR OTHER ACTION REGARDING THE PUBLIC FUNDS DEPOSITOR COLLATERAL SECURITY AGREEMENT WITH AMEGY NATIONAL BANK ASSOCIATION

Mr. Hawes gave the board an overview regarding the need for Public Funds Depositor Collateral Security Agreement. Upon a motion duly made by Director Martin and being seconded by Director Pool, the board unanimously approved the Public Funds Depositor Collateral Security Agreement.

4. CONSIDER APPROVAL OR OTHER ACTION REGARDING A PROPOSAL BY HAWES HILL CALDERON LLP TO PROVIDE PROFESSIONAL SERVICES RELATED TO THE ADMINISTRATION OF THE LA PORTE REDEVELOPMENT AUTHORITY AND TAX INCREMENT REINVESTMENT ZONE

Mr. Joerns and Mr. Hawes gave an overview of the Agreement. Upon a motion duly made by Director Say and being seconded by Director Leopard, the board unanimously approved the agreement.

5. CONSIDER APPROVAL OR OTHER ACTION WITH REGARD TO PAY REQUESTS ON BEHALF OF THE PORT CROSSING TIRZ PROJECT.

- PAY REQUEST NUMBER ONE IN THE AMOUNT OF \$6,090,116.79
- PAY REQUEST NUMBER TWO IN THE AMOUNT OF \$2,892,333.90

Mr. Joerns and Mr. Hawes gave an overview of the pay requests. Upon a motion duly made by Director Porter and being seconded by Director Turnquist, the board unanimously approved the pay requests.

6. CONSIDER APPROVAL OR OTHER ACTION WITH REGARD TO CHANGE ORDER NO. 1 IN THE AMOUNT OF \$334,707.40 TO THE ANGEL BROTHERS CONTRACT IN PORT CROSSING COMMERCE CENTER. THE CHANGE ORDER INCLUDES UPGRADES TO THE LIFT STATION, ADDING HEADWALLS IN LIEU OF RIP RAP, STORM SEWER PIPE ADJUSTMENTS, AND THE EXTENSION OF THE 12-INCH WATER MAIN

Mr. Joerns and Mr. Hawes gave an overview of the change order. Upon a motion duly made by Director Leopard and being seconded by Director Martin, the board unanimously approved the change order.

7. CONSIDER APPROVAL OR OTHER ACTION WITH REGARD TO EXHIBIT B TO TIRZ DEVELOPMENT AGREEMENT WITH PORT CROSSING AND AMEND DEVELOPMENT AGREEMENT TO REFLECT CHANGES

Mr. Joerns and Mr. Hawes gave an overview of the amendment to the Development Agreement. Upon a motion duly made by Director Say and being seconded by Director Pool, the board unanimously approved the amendment to the Development Agreement.

8. CONSIDER APPROVAL OR OTHER ACTION WITH REGARD TO PAY REQUESTS FOR THE LAKES OF FAIRMONT GREENS TIRZ PROJECT RELATED TO OFF SITE IMPROVEMENTS KNOWN AS THE SOUTH LA PORTE TRUNK SEWER PROJECT

- PAY REQUEST NUMBER ONE
- PAY REQUEST NUMBER TWO
- PAY REQUEST NUMBER THREE
- ENGINEERING AND PROFESSIONAL COSTS

Mr. Joerns and Mr. Hawes gave an overview of the pay requests. Upon a motion duly made by Director Pool and being seconded by Director Turnquist, the board unanimously approved the pay requests.

9. CONSIDER APPROVAL OR OTHER ACTION WITH REGARD TO AN AGREEMENT BY AND BETWEEN THE CITY OF LA PORTE, TEXAS AND THE LA PORTE REDEVELOPMENT AUTHORITY FOR THE MANAGEMENT OF THE LA PORTE PUBLIC IMPROVEMENT DISTRICT NUMBER ONE

Mr. Joerns and Mr. Hawes gave an overview of the Agreement. Upon a motion duly made by Director Martin and being seconded by Director Leopard, the board unanimously approved the agreement.

10. CONSIDER APPROVAL OR OTHER ACTION WITH REGARD TO AUTHORITY INVOICES

Mr. Hawes gave an overview of the invoices. Upon a motion duly made by Director Say and being seconded by Director Martin, the board unanimously approved the agreement

11. STAFF REPORT AND UPDATES

Mr. Joerns introduced Gretchen Black the new Economic Development Manager. Mr. Joerns also spoke to the board with regard to the need for signalization at Wharton Weems and State Highway 146. It was recommended that the board meet the fourth Wednesday of each month.

12. BOARD MEMBER COMMENTS

There were no board comments

13. ADJOURNMENT

Upon a motion duly made by Director Pool and being seconded by Director Leopard, the board unanimously approved the motion to adjourn at 7:24 PM.

SIGNED: _____

ATTEST: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

LA PORTE REDEVELOPMENT AUTHORITY,
CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors
FROM: Executive Director
DATE: July 11, 2007
SUBJECT: Agenda Item Materials

3. Consider approval or other action with regard to Pay Request Number Four in the amount of \$23,765.63 for the Lakes of Fairmont Greens TIRZ project related to off site improvements known as the South La Porte Trunk Sewer Project.

Lakes of Fairmont Greens

La Porte, Texas

Section 1 Invoices For UEA

Off-Site Improvements

27-Jun-07

Ion Design Line Item	Authorized Budget	Billed to Date	Off-Site Portion	Benefit Allocation to Off-Site Improvements	Total Previously Reimbursed for Off-Site Improvements	Amount to be Reimbursed This Period
Off-Site San Sewer Constr Drawings	\$40,900.00	\$40,900.00	100.00%	\$40,900.00	\$40,900.00	\$0.00
Project Spec Book	\$3,200.00	\$3,200.00	50.00%	\$1,600.00	\$1,600.00	\$0.00
ReDesign Off-Site San Sewer Main	\$9,500.00	\$9,500.00	100.00%	\$9,500.00	\$9,500.00	\$0.00
Printing of Plan Sets	NA	\$705.19	50.00%	\$352.59	\$352.59	\$0.00
Sub-Total				\$52,352.59	\$52,352.59	\$0.00
BHA Off-Site Services	Authorized Budget	Billed to Date	Off-Site Portion	Benefit Allocation to Off-Site Improvements	Total Previously Reimbursed for Off-Site Improvements	Amount to be Reimbursed This Period
Off-Site Bid/Award/Con. Admin.	\$13,385.00	\$7,715.11	100.00%	\$13,385.00	\$7,715.11	\$0.00
Off-Site San. Boundary & Topo Survey	\$9,000.00	\$9,000.00	100.00%	\$9,000.00	\$9,000.00	\$0.00
Sub-Total				\$22,385.00	\$16,715.11	\$0.00
Angel Brothers Off-Site Construction	Authorized Budget	Billed to Date	Off-Site Portion	Benefit Allocation to Off-Site Improvements	Total Previously Reimbursed for Off-Site Improvements	Amount to be Reimbursed This Period
Construction	\$568,080.95	\$350,025.48	100.00%	\$568,080.95	\$350,025.48	\$23,765.63
Sub-Total				\$568,080.95	\$350,025.48	\$23,765.63
City Resources	Hours	Rate				
Reagen McPhail	160.00	\$27.94		\$4,191.15		
Curtis Herod	40.00	\$31.43		\$1,257.16		
Sub-Total				\$5,448.31		
Contingencies				\$38,000.00		
TOTAL				\$668,246.85		\$23,765.63

Approved By:

Date:

Approved By:

Date:

[Signature] 6/21/07
 TIRZ
 ex officio

Approved By:

Date:

Approved By:

Date:

[Signature]
 6-21-07
 WJD
 6-21-07

ESTIMATE NO: 4

FOR PERIOD: ending 6/31/07

Construction of Off-Site Utilities to Serve
The Lakes at Fairmont Greene, Section 1



Angel Brothers

Paving and Utility Contractors

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	TOTAL	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT COMPLETE
	OFF-SITE SANITARY SEWER											
	Off-Site Clearing	2.14	AO	\$3,380.00	\$7,233.20		\$0.00	2.14	\$7,233.20	2.14	\$7,233.20	100.00%
1	Mobilization	1	LS	\$2,600.00	\$2,600.00		\$0.00	1	\$2,600.00	1	\$2,600.00	100.00%
2	Force Main Sewer Testing	3.377	LF	\$0.60	\$1,688.60		\$0.00		\$0.00	0	\$0.00	0.00%
3	Vacuum Test for Manhole	12	EA	\$25.00	\$300.00		\$0.00		\$0.00	0	\$0.00	0.00%
4	24" RCP 2-95 L.F. (b), Barrel T & G	180	LF	\$54.00	\$9,800.00		\$0.00		\$0.00	0	\$0.00	0.00%
5	24" End Treatment	4	EA	\$700.00	\$2,800.00		\$0.00		\$0.00	0	\$0.00	0.00%
6	6' Dia. Precast MH, <= 6' Depth	4	EA	\$2,300.00	\$9,200.00		\$0.00	6	\$11,500.00	6	\$11,500.00	125.00%
7	Extra Depth for 6' Precast MH, 6'-12'	24	VF	\$138.00	\$3,264.00		\$0.00	24	\$3,264.00	24	\$3,264.00	100.00%
8	Extra Depth for 6' Precast MH > 12'	17	VF	\$138.00	\$2,312.00		\$0.00	17	\$2,312.00	17	\$2,312.00	100.00%
9	6' Dia. Precast MH, < 6' Depth	8	EA	\$1,275.00	\$10,200.00		\$0.00	7	\$8,925.00	7	\$8,925.00	87.50%
10	Extra Depth for 4' Precast MH, 6'-12'	32	VF	\$68.00	\$2,176.00		\$0.00	32	\$2,176.00	32	\$2,176.00	100.00%
11	12" SDR-26 PVC Sewer Pipe 6'-12' Cut	1068	LF	\$36.00	\$38,448.00		\$0.00	1068	\$38,448.00	1068	\$38,448.00	100.00%
12	24" F578 SDR-35 PVC Sewer Pipe, 12'-14' Cut	2327	LF	\$57.00	\$132,639.00		\$0.00	2327	\$132,639.00	2327	\$132,639.00	100.00%
13	6" O-900, CL150, DR-18 PVC Sewer Force Main	3327	LF	\$17.50	\$58,222.50		\$0.00	3327	\$58,222.50	3327	\$58,222.50	100.00%
14	B.O.T.O.C. 6" Force Main (Sta. 19+13.20-19+60.20)	66	LF	\$107.00	\$7,062.00		\$0.00		\$0.00	0	\$0.00	0.00%
15	B.O.T.O.C. 12" SDR-26 Sewer (Sta 0+2.50-1+38.89)	137	LF	\$138.00	\$18,832.00		\$0.00	137	\$18,832.00	137	\$18,832.00	100.00%
16	B.O.T.O.C. 12" SDR-26 Sewer (Sta 11+15.5-11+60.9)	35	LF	\$142.00	\$4,970.00		\$0.00	35	\$4,970.00	35	\$4,970.00	100.00%
17	Sanitary Sewer Lift Station	1	LS	\$235,000.00	\$235,000.00	0.1	\$23,500.00	0.4	\$94,000.00	0.5	\$117,500.00	60.00%
18	Pipe Connection to Existing Manhole	1	EA	\$750.00	\$750.00		\$0.00	1	\$750.00	1	\$750.00	100.00%
19	Trench Safety System	6819	LF	\$3.80	\$25,998.00		\$0.00	6819	\$25,998.00	6819	\$25,998.00	100.00%
20	Post Construction TV Inspection	3526	LF	\$1.50	\$5,289.00		\$0.00		\$0.00	0	\$0.00	0.00%
21	Traffic Control	1	LS	\$800.00	\$800.00		\$0.00		\$0.00	0	\$0.00	0.00%
22	Ductile Iron Fittings - Epoxy Lined	0.75	TN	\$3,675.00	\$2,806.25	0.75	\$2,806.25		\$0.00	0.75	\$2,806.25	100.00%
	TOTALS				\$451,063.95		\$28,406.25		\$388,917.20		\$416,023.45	



Angel Brothers

Paving and Utility Contractors

ESTIMATE FOR PAYMENT

ENGINEER: ION Design Group, LLC
2800 N Henderson Ave., Studio 100
Dallas, Texas 75208

CONTRACTOR: Angel Brothers Enterprises, Ltd.
5210 West Road
Baytown, Texas 77621

OWNER: 65 La Porte, Ltd.
35 N. Sam Houston Pkwy E., Suite 100
Houston, Texas 77060

CONTRACT FOR: Construction of Off-Site Utilities to Serve
The Lakes at Fairmont Greens, Section 1

Original Contract Amount: \$558,080.95

Current Contract Amount: \$558,080.95

DATE: June 4, 2007

ESTIMATE NO: 4

ESTIMATE PERIOD: Ending 6/31/07

ABE JOB #: 0635

TOTAL AMOUNT OF WORK COMPLETED:
COMPLETED CHANGE ORDER TOTAL:
STORED MATERIALS:

SUBTOTAL

LESS RETAINAGE (10%):

LESS PREVIOUS ESTIMATES:

TOTAL AMOUNT DUE FOR PAYMENT:

\$415,323.45
\$0.00
\$0.00
\$415,323.45
\$41,532.35
\$360,025.48
\$23,768.63

AMT. APPV. FOR PMT.

JOB

PHASE

DATE

APPV. BY

REIMBURSEABLE

SUBMITTED BY:

(NAME)

DATE:

RECOMMENDED BY:

(NAME)

DATE:

APPROVED BY:

(NAME)

DATE:

APPROVED BY:

(NAME)

DATE:

Worth Verified
6/21/07

**Angel Brothers
Off-site Utilities #4**

Acat	Description	Total	PID	TIRZ	UEA	Developer
333113-O	off-site sanitary	\$26,408.25			\$26,408.25	
	Subtotal	\$26,408.25	\$0.00	\$0.00	\$26,408.25	
	Less 10% Retainage	\$2,640.83	\$0.00	\$0.00	\$2,640.83	\$0.00
	Amount Due for Payment	\$23,765.63	\$0.00	\$0.00	\$23,765.63	\$0.00

LA PORTE REDEVELOPMENT AUTHORITY,
CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors
FROM: Executive Director
DATE: July 11, 2007
SUBJECT: Agenda Item Materials

4. Consider approval or other action with regard to Additional Pay Requests for Lakes of Fairmont Greens TIRZ project related to off site improvements known as the South La Porte Trunk Sewer Project.

Lakes of Fairmont Greens
La Porte, Texas
Section 1 Invoices For UEA
Off-Site Improvements

BHA Off-site Services	Authorized Budget	Billed to Date	Off-Site Portion	Benefit Allocation to Off-Site Improvements
Off-Site San. Boundary & Topo Survey	\$9,000.00	\$9,000.00	100.00%	\$9,000.00
			Sub-Total	\$9,000.00

Information as of July 2, 2007

TOTAL \$9,000.00



HUTCHISON & ASSOCIATES

1209 Decker Drive, Suite 100
Baytown, TX 77520
(281)422-8213 voice
(281)420-2717 fax

INVOICE

Ion Design Group
2800 N. Henderson Ave., Studio 100
Dallas, TX 75206
Attn: Bryan Klein

Date

1/3/06

Invoice Number

14711

Contract for: 5353 Lakes at Fairmont Greens; Construction Administration & Plat - 2791
Survey Boundary & Topo

Professional Services

<u>Onsite Services</u>	<u>Fee</u>	<u>% Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
Onsite Construction Administration	\$ 16,615.00	0.00%	\$ -	\$ -	\$ -
Plat Fee	\$ 2,000.00	50.00%	\$ 1,000.00	\$ -	\$ 1,000.00
Boundary & Topo Survey	\$ 20,000.00	15.00%	\$ 3,000.00	\$ -	\$ 3,000.00
Construction Staking	\$ 12,500.00	0.00%	\$ -	\$ -	\$ -
Sales Tax on Boundary	\$ 269.78	100.00%	\$ 269.78	\$ -	\$ 269.78
Reimbursable					
Record Research \$107.71 x 1.1	\$ 118.48	100.00%	\$ 118.48	\$ -	\$ 118.48
Prel Review Fee \$410.00 x 1.1	\$ 451.00	100.00%	\$ 451.00	\$ -	\$ 451.00
Onsite Services					\$ 4,839.26
<u>Offsite Services</u>					
Offsite Construction Administration	\$ 13,385.00	0.00%	\$ -	\$ -	\$ -
Boundary & Topo Survey	\$ 9,000.00	15.00%	\$ 1,350.00	\$ -	\$ 1,350.00 ←
Offsite Services					\$ 1,350.00

TOTAL INVOICE AMOUNT

\$ 6,189.26

Payment Terms: Net 30

**HUTCHISON & ASSOCIATES**

1209 Decker Drive, Suite 100
Baytown, TX 77520
(281)422-8213 voice
(281)420-2717 fax

INVOICE

Ion Design Group
2800 N. Henderson Ave., Studio 100
Dallas, TX 75206
Attn: Bryan Klein

Date
3/15/06

Invoice Number
14768

Contract for: 5353 Lakes at Fairmont Greens; Construction Administration & Plat - 2791
Survey Boundary & Topo

Professional Services**Service**

Onsite Services	Fee	% Complete	Fee Earned	Prior Billing	Current Fee
Onsite Construction Administration	\$ 16,615.00	0.00%	\$ -	\$ -	\$ -
Plat Fee	\$ 2,000.00	50.00%	\$ 1,000.00	\$ 1,000.00	\$ -
Boundary & Topo Survey	\$ 20,000.00	70.00%	\$ 11,300.00	\$ 3,000.00	\$ 8,300.00
Construction Staking	\$ 12,500.00	0.00%	\$ -	\$ -	\$ -
Sales Tax on Boundary	\$ 269.78	100.00%	\$ 269.78	\$ 269.78	\$ -
Reimbursable					
Record Research \$107.71 x 1.1	\$ 118.48	100.00%	\$ 118.48	\$ 118.48	\$ -
Prel Review Fee \$410.00 x 1.1	\$ 451.00	100.00%	\$ 451.00	\$ 451.00	\$ -
Record Research \$463.58 x 1.1	\$ 509.93	100.00%	\$ 509.93	\$ -	\$ 509.93
Onsite Services					\$ 8,809.93

Offsite Services

Offsite Construction Administration	\$ 13,385.00	0.00%	\$ -	\$ -	\$ -
Boundary & Topo Survey	\$ 9,000.00	100.00%	\$ 9,000.00	\$ 1,350.00	\$ 7,650.00 ←
Offsite Services					\$ 7,650.00

TOTAL INVOICE AMOUNT \$ 16,459.93

Payment Terms: Net 30

LA PORTE REDEVELOPMENT AUTHORITY,
CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors
FROM: Executive Director
DATE: July 11, 2007
SUBJECT: Agenda Item Materials

5. Consider Development Agreement by and between the La Porte Redevelopment Authority, La Porte TIRZ Number One, City of La Porte, and Retreat at Bay Forest LP.

Submitted

State of Texas
County of Harris

THE RETREAT AT BAY FOREST, L.P., a Texas Limited Partnership, by RASF Management, LLC, a Texas Limited Liability Company, acting by and through Donald J. Meeks, Jr., General Partner, hereinafter referred to as Owners of the 3.7599 acre tract described in the above and foregoing map of Retreat at Bay Forest North, do hereby make and establish said subdivision and development of said property according to all laws, dedications, restrictions and covenants on said maps or plat and hereby dedicate to the use of the public for streets, alleys, paths, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant forever defend the title to the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever unobstructed easement five (5) feet in width from a plane twenty (20) feet above the ground level shown, located adjacent to all easements and public utility easements shown thereon.

FURTHER, Owners do hereby declare that all parcels of land designated on lots on this plat are originally intended for the construction of Retreat at Bay Forest North thereon and shall be restricted for same under the terms and conditions of such restrictions filed separately.

IN TESTIMONY WHEREOF, Retreat at Bay Forest, L.P., a Texas Limited Partnership, has caused these presents to be signed by Don Meeks, Jr., The Retreat at Bay Forest North, thereunto authorized, attested by its _____ this _____ day of _____, 2007.

The Retreat at Bay Forest, L.P., a Texas Limited Partnership by RASF Management, LLC a Texas Limited Liability

By: Donald J. Meeks, Jr., General Partner

State of Texas
County of Harris

BEFORE ME, the undersigned authority, on this day personally appeared Don Meeks, Jr., as General Partner of Retreat at Bay Forest, L.P., a Texas Limited Partnership, by RASF Management, LLC a Texas Limited Liability Company, to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2007.

Notary Public in and for the State of Texas
LISHOLDER'S SUBORDINATION AGREEMENT

I, Norma Galloway, (Senior Vice President) acting for Compass Bank, owner and holder of a lien (or liens) against the property described in the plat known as The Retreat at Bay Forest North, old lien (or liens) being evidenced by instrument of record in Volume _____ page _____ (or Film Code No. _____) of the Mortgage Records of Harris County, Texas, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown herein to said plat and I (or we) hereby confirm that we are the present owners of said lien (or liens) and have not assigned the same nor any part thereof.

By: Norma Galloway
Senior Vice President Compass Bank

State of Texas
County of Harris

BEFORE ME, the undersigned authority, on this day personally appeared Norma Galloway Senior Vice President Compass Bank, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed (said for corporations, "and in the capacity therein and herein stated, and on the act and deed of said corporation.")

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2007.

My Commission Expires _____

Notary Public in and for the State of Texas

State of Texas
County of Harris

I, Fred W. Lawton, registered under the laws of the State of Texas to practice the profession of land surveying, do hereby certify that this plat accurately represents the results of a survey performed under my supervision and that all boundary corners, single points and points of curve have been, or will be, marked with five-eighths inch iron rods not less than thirty (30) inches in length and that this plat complies with the requirements as specified in the City of La Porte Development Ordinance.

Fred W. Lawton R.P.L.S.
Texas Registration No. 2321



State of Texas
County of Harris

This is to certify that the City of La Porte has approved this plat and development of Retreat at Bay Forest North in conformance with the Ordinances of the City of La Porte.

By: _____
Director, Planning Department

State of Texas
County of Harris

I, Beverly E. Kaufman, Clerk of the County Court of Harris County, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on _____, 2007, at _____ o'clock _____ M., and duly recorded on _____, 2007, at _____ o'clock _____ M., and at Film Code No. _____ of the Map Records of Harris County for said county.

Witness my hand and seal of office, at Houston, this day and date last above written.

Beverly E. Kaufman
Clerk of the County Court
of Harris County, Texas

By: _____
Deputy

Curve Table				
CURVE	DELTA	RADIUS	TANGENT	LENGTH
C1	54°27'05"	25.00'	12.56'	23.76'
C2	54°27'05"	25.00'	12.56'	23.76'
C3	28°5'40"	61.00'	---	277.25'

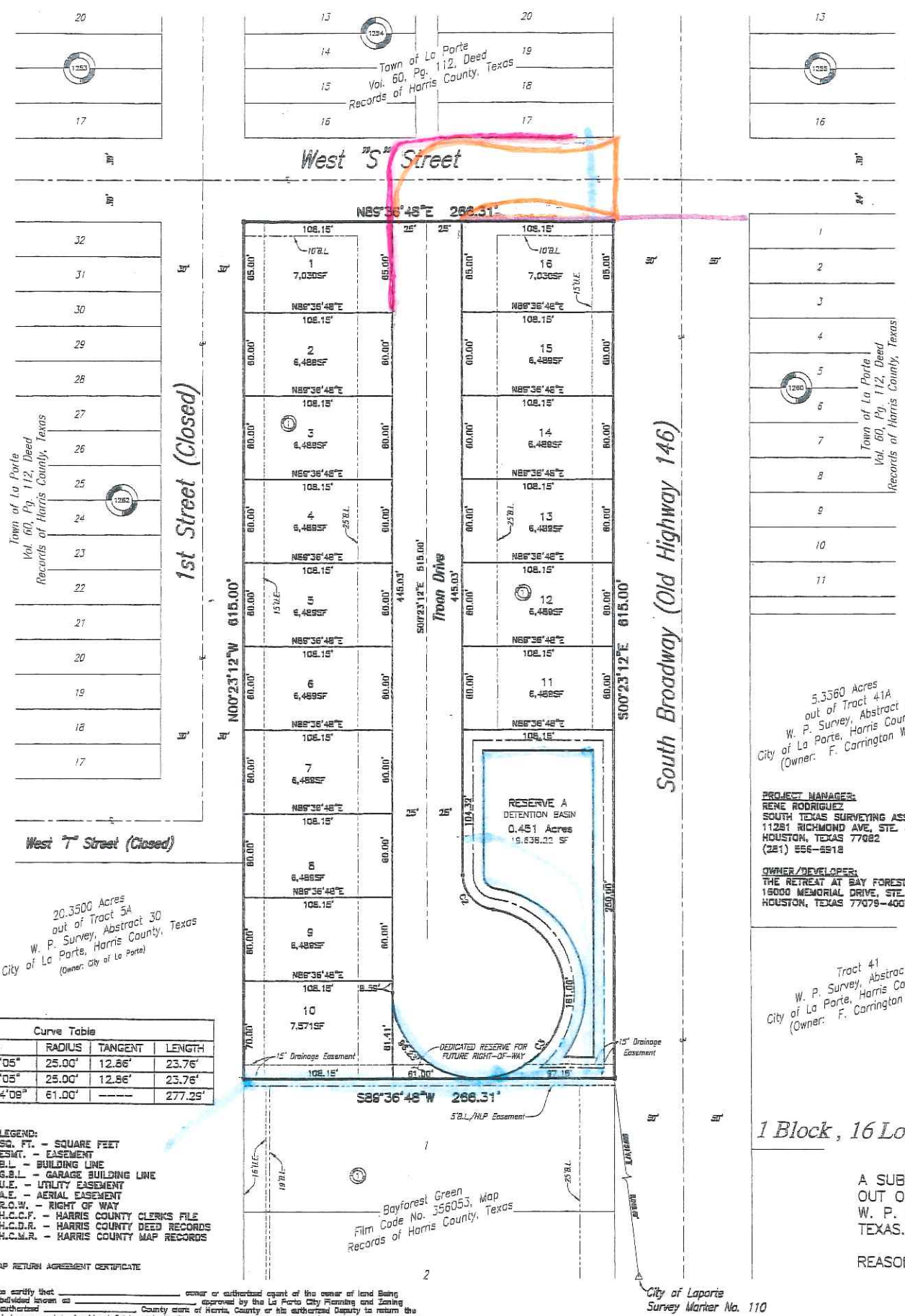
LEGEND:
S.F. - SQUARE FEET
E.S.M. - EASEMENT
B.L. - BUILDING LINE
G.S.L. - GARAGE BUILDING LINE
U.E. - UTILITY EASEMENT
A.E. - AERIAL EASEMENT
R.O.W. - RIGHT OF WAY
H.C.C.F. - HARRIS COUNTY CLERKS FILE
H.C.D.R. - HARRIS COUNTY DEED RECORDS
H.C.M.R. - HARRIS COUNTY MAP RECORDS

RECORDED MAP RETURN AGREEMENT CERTIFICATE

This is to certify that _____ owner or authorized agent of the owner of land being plotted or subdivided known as _____ County Court of Harris County or the authorized Deputy to return the original recorded map or plat of said subdivision only to the Director of the City of La Porte's Planning Department or to his authorized representative, who shall file such original recorded map or plat in the permanent records of that Department.

Signature _____
Director, Planning Department

Signature _____
Owner or Authorized Agent
(of owner of land being subdivided or plotted)

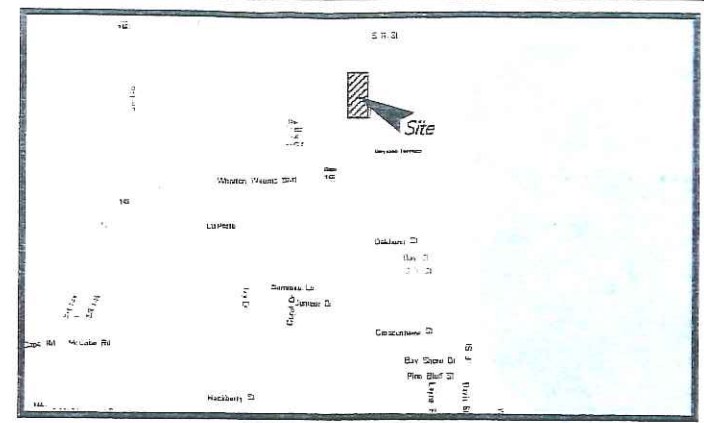


5.3360 Acres
out of Tract 41A
W. P. Survey, Abstract 30
City of La Porte, Harris County, Texas
(Owner: F. Carrington Weems)

PROJECT MANAGER:
RENE RODRIGUEZ
SOUTH TEXAS SURVEYING ASSOCIATES, INC.
11281 RICHMOND AVE., STE. J-101
HOUSTON, TEXAS 77062
(281) 556-8918

OWNER/DEVELOPER:
THE RETREAT AT BAY FOREST, L.P.
19000 MEMORIAL DRIVE, STE. 100
HOUSTON, TEXAS 77079-4067

Tract 41
W. P. Survey, Abstract 30
City of La Porte, Harris County, Texas
(Owner: F. Carrington Weems)



VICINITY MAP
NOT TO SCALE

- NOTES:
- 1.) Total plotted area contains 3.7599 acres (163,781 square feet) of land.
 - 2.) By graphic plotting only, this property is in Zone "X" on Flood Insurance Rate Map, Community Panel No. 48201C 0945 J, City of La Porte, Harris County, Texas, which bears an Effective Date of November 8, 1996 and is not in a Special Flood Hazard Area.
 - 3.) Property Zoned R-1 (Low Density Residential)
 - 4.) Bearings are based on the west Right-of-Way line of Broadway Street.
 - 5.) Owner/Developer is responsible for the improvement of subdivision entrances along West "S" Street, as per the City of La Porte Standards (PICM).
 - 6.) Owner/Developer is responsible for the installation of sidewalks on both sides of the public street within the subdivision, to the north and south of West "S" Street, and along the west side of South Broadway.
 - 7.) Owner/Developer is responsible for maintenance of proposed detention basin within the proposed development.

FIELD NOTES for a 3.7599 acre (163,781 square feet) tract of land in the Town of La Porte, a map of which is recorded in Volume 80, Page 112, Deed Records of Harris County, Texas; Lots 1-32, Block 1261, 16' wide alley in the block, 80' wide portion of West "T" Street right-of-way closed and abandoned per Ord. #530, and TR 5N; also being out of the Johnson Hunter Survey, Abstract 35, and the W. P. Survey, Abstract 30, City of La Porte, Harris County, Texas; said 3.780 acre tract of land being more fully described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod set for the northeast corner of Block 1261; said corner marking the intersection of the south right-of-way line of "S" Street, a 60 foot wide public roadway, with the west right of line of South Broadway Street (Old Highway 146), a 100 foot wide public roadway;

THENCE South 00°23'12" East, along the west boundary of said Broadway Street, a distance of 615.00 feet, to a 5/8 inch iron rod found for the southeast corner of this tract;

THENCE South 89°36'48" West, leaving the west right of way line of said Broadway Street, a distance of 256.31 feet to a 5/8 inch iron rod set for the southwest corner of this tract;

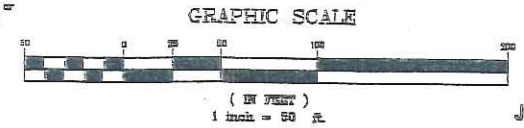
THENCE North 00°23'12" West, along the east boundary of City of La Porte Bay Forest Golf Course and the east right-of-way line of 1st Street, a 60 foot wide right-of-way closed by Harris County Commissioners' Court, recorded in Volume 5307, Pg. 419, Deed Records of Harris County, Texas, a distance of 615.00 feet to a 5/8 inch iron rod set for the northwest corner of Block 1261 and of this tract;

THENCE North 89°36'48" East, along the south right-of-way line of the above mentioned "S" Street, a distance of 256.31 feet to the POINT OF BEGINNING and containing 3.7599 acres of land.

Final Plat of
Retreat at Bay Forest North
1 Block, 16 Lots with Dedicated Right-of-Way and Open Space Reserve

A SUBDIVISION OF 3.7599 ACRES (163,781 SQUARE FEET) OF LAND OUT OF THE JOHNSON AND HUNTER SURVEY, ABSTRACT 35, AND THE W. P. SURVEY, ABSTRACT 30, CITY OF LA PORTE, HARRIS COUNTY, TEXAS.

REASON FOR PLAT: TO CREATE 16 SINGLE FAMILY RESIDENTIAL LOTS



JOB: 1386-05P



SOUTH TEXAS SURVEYING ASSOCIATES, INC.
11281 Richmond Ave. Bldg J, Suite 101 Houston, Texas 77062
(281) 556-8918 FAX (281) 556-9331
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2007
FINAL SUBMITTAL

CONSULTANT'S SHEET NO.
3



GOLDSTON ENGINEERING INC.
210 S. CARANAHUA, SUITE 200
CORPUS CHRISTI, TEXAS 78401
TELEPHONE: (361) 888-8100
FAX: (361) 888-8600



MECKS PROPERTY DEVELOPMENT
RETREAT AT BAY FOREST NORTH
FINAL PLAT OF
RETREAT AT BAY FOREST NORTH

SHEET 3 of 26
RECORD DRAWING NO.

County of Harris
We, The Retreat at Bay Forest, L.P., a Texas Limited Partnership, acting by and through its authorized agent, the undersigned authority, on this day personally appeared _____, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledgment to me that they executed the same for the purposes and considerations therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2008.
My Commission Expires _____

Notary Public in and for the State of Texas

State of Texas
County of Harris

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledgment to me that they executed the same for the purposes and considerations therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2008.
My Commission Expires _____

Notary Public in and for the State of Texas

LINEHOLDER'S SUBORDINATION AGREEMENT

I, _____, owner and holder of a lien (or liens) against the property described in the plat known as The Retreat at Bay Forest South, sold lien (or liens) being evidenced by instrument of record in Volume _____, Page _____ of the Public Records of Harris County, Texas, do hereby agree to subordinate my interest in said property to the purposes and effect of said plat and the dedications and restrictions shown hereon to said plat and I (or we) hereby confirm that we are the present owner of said lien (or liens) and have not assigned the same nor any part thereof.

By _____
(Name to be printed)

State of Texas
County of Harris

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledgment to me that they executed the same for the purposes and considerations therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2008.
My Commission Expires _____

Notary Public in and for the State of Texas

State of Texas
County of Harris

I, Fred W. Lawton, Registrar of the State of Texas, do hereby certify that the plat of the Retreat at Bay Forest South, as shown on the plat, is a true and correct copy of the original record map of said subdivision as filed in the County Clerk's Office of Harris County, Texas, and that the plat complies with the requirements of the City of La Porte Development Ordinance.

Fred W. Lawton, R.L.S.
Texas Registration No. 2221

State of Texas
County of Harris

This is to certify that the City of La Porte has approved this plat and development of Retreat at Bay Forest South in accordance with the Ordinance of the City of La Porte.

By _____
Director, Planning Department

RECORDED MAP RETURN AGREEMENT CERTIFICATE

This is to certify that _____, owner or authorized agent of the owner of land being platted or subdivided known as _____, approved by the City of La Porte Planning and Zoning Commission, authorized County Clerk of Harris County or his authorized Deputy to return the original record map of said subdivision only to the Director of the City of La Porte's Planning Department or to his authorized representative, who shall file said original record map or plat in the permanent records of that Department.

Signature _____
Director, Planning Department
Signature _____
Owner or Authorized Agent
(of owner of land being subdivided or platted)

State of Texas
County of Harris

I, Beverly B. Kaufman, Clerk of the County Court of Harris County, do hereby certify that the within instrument with its certificate of authorization was filed for registration in my office on _____, 2008, at _____ o'clock _____ M., and day recorded on _____, 2008, at _____ o'clock _____ M., and at Film Code No. _____ of the Map Records of Harris County for said county.

Witness my hand and seal of office, at Houston, the day and date last above written.

Beverly B. Kaufman
Clerk of the County Court
of Harris County, Texas

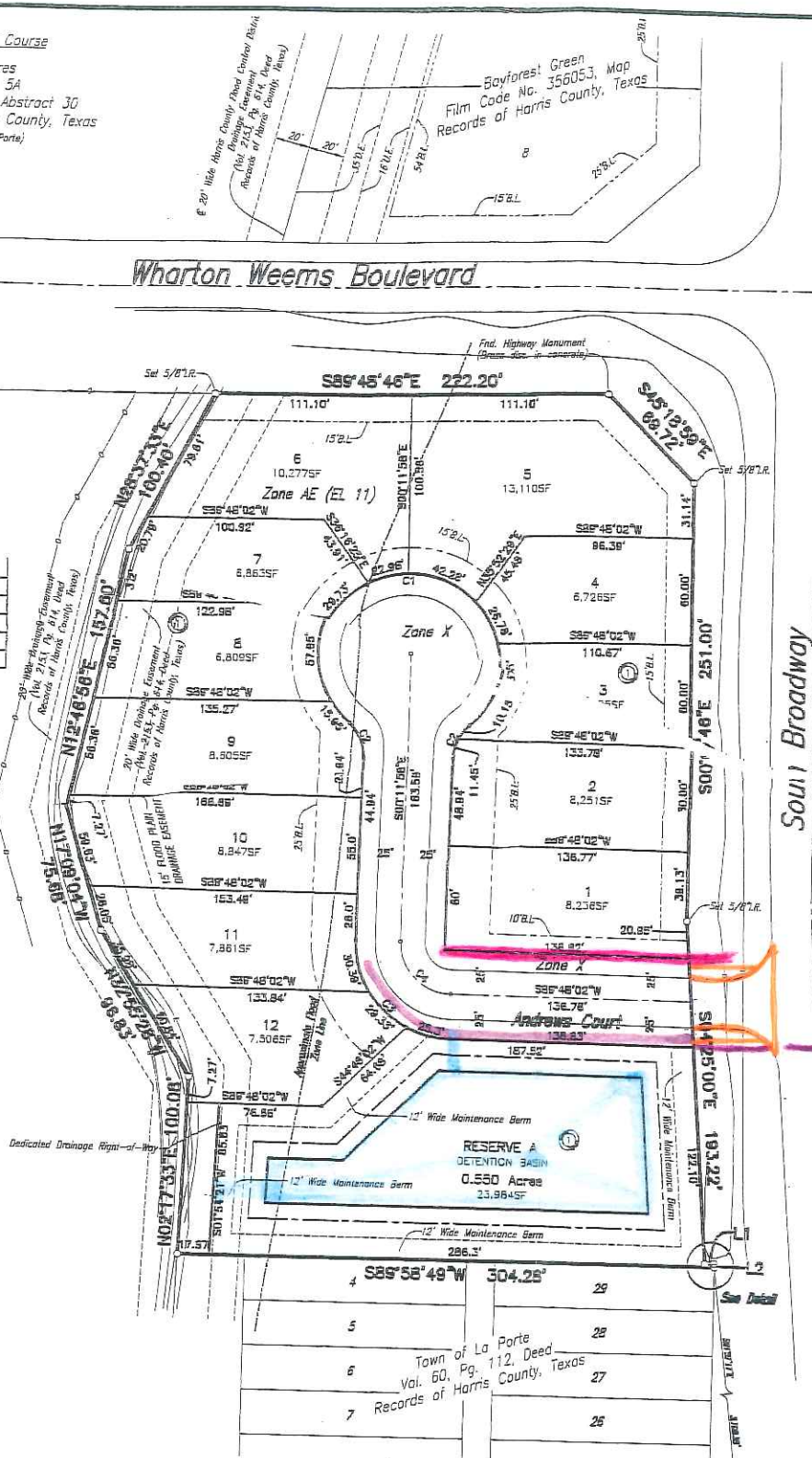
By _____
Deputy

Bay Forest Golf Course
20.3500 Acres
out of Tract 5A
W. P. Harris Survey, Abstract 30
City of La Porte, Harris County, Texas
(Owner: City of La Porte)

Line Table		
LINE	BEARING	DISTANCE
L1	N07°36'02"W	2.08'
L2	N00°11'55"W	35.00'

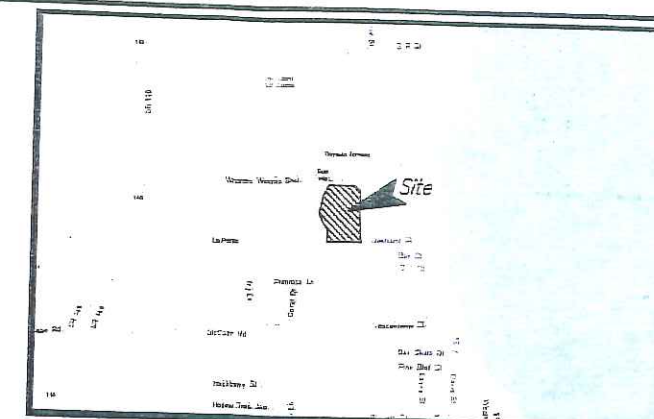
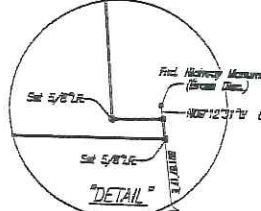
Curve Table			
CURVE	DELTA	RADIUS	LENGTH
C1	27°50'53"	82.00'	253.23'
C2	48°30'26"	25.00'	12.99'
C3	90°00'00"	54.00'	54.00'
C4	90°00'00"	29.00'	45.35'

Bay Forest Golf Course
Tract A1
W. P. Harris Survey, Abstract 30
City of La Porte, Harris County, Texas
(Owner: City of La Porte)



PROJECT MANAGER:
RENE RODRIGUEZ
SOUTH TEXAS SURVEYING ASSOCIATES, INC.
11281 RICHMOND AVE, STE. J-101
HOUSTON, TEXAS 77082
(281) 556-6918

OWNER/DEVELOPER:
THE RETREAT AT BAY FOREST, L.P.
16000 MEMORIAL DR, STE. 100
HOUSTON, TEXAS 77079-4007



- NOTES:
- Total platted area contains 3.5804 acres (155,963 square feet) of land.
 - By graphic plotting only, this property is in Zone "AE" & "X" on Flood Insurance Rate Map, Community Panel No. 48201C 0545 J, City of La Porte, Harris County, Texas, which bears an Effective Date of November 5, 1996 and is not in a Special Flood Hazard Area.
 - Property Zoned R-1 (Low Density Residential)
 - Bearings are based on the west Right-of-Way line of Broadway Street.
 - Owner/Developer is responsible for the installation of sidewalks along both sides of the public street within the subdivision, and along the west side of South Broadway.
 - Owner/Developer is responsible for maintenance of proposed detention basin within the proposed development.

FIELD NOTES for a 3.5804 acre (155,963 square feet) tract of land in the Town of La Porte, a map of which is recorded in Volume 80, Page 112, Deed Records of Harris County, Texas, and being out of the W. P. Harris Survey, Abstract 30, City of La Porte, Harris County, Texas, said 3.5804 acre tract of land being more fully described by metes and bounds as follows:

THENCE at a 5/8 inch iron rod set on the west right-of-way line of South Broadway (Old Highway 101) to the southeast corner of Lot 30 and the northeast corner of Lot 28, Block 1337, said _____ of _____, in all, a total distance of 304.28 feet to a 5/8 inch iron rod set, for the southwest corner of this tract.

THENCE along the centerline of a 40 foot wide Harris County Flood Control District Drainage Easement (Unit A 104-12-01), recorded in Volume 2153, Page 514, Deed Records of Harris County, Texas, as follows:

North 02°17'33" East, 100.00 feet;
North 32°55'28" West, 88.83 feet;
North 17°09'04" West, 75.88 feet;
North 12°48'55" East, 157.50 feet;
North 28°57'23" East, 100.40 feet to the south right-of-way line of Wharton Weems Boulevard, for a corner of this tract.

THENCE South 86°48'48" East, along the south right-of-way line of Wharton Weems Boulevard, a distance of 222.20 feet to a highway monument (brass disk in concrete) found, for a corner of this tract;

THENCE South 45°18'55" East, along the south right-of-way line of Wharton Weems Boulevard, a distance of 65.72 feet to a 5/8 inch iron rod set, for a corner of this tract.

THENCE South 00°00'48" East, along the west right-of-way line of South Broadway, a distance of 251.00 feet to a 5/8 inch iron rod set, for a corner of this tract;

THENCE South 04°25'00" East, continuing along the west right-of-way of South Broadway, a distance of 183.22 feet to a 5/8 inch iron rod set, for a corner of this tract.

THENCE South 88°31'18" East, a distance of 5.28 feet to a point from which point, a found highway monument bears North 09°12'31" West, 0.84 feet;

THENCE South 07°36'02" East, a distance of 2.08 feet to the POINT OF BEGINNING and containing 3.5804 acres of land.

Final Replat of Retreat at Bay Forest South 1 Block, 12 Lots, 1 Reserve for Detention

A SUBDIVISION OF 3.5804 ACRES (155,963 SQUARE FEET) OF LAND
OUT OF THE W. P. HARRIS SURVEY, ABSTRACT 30, CITY OF LA PORTE,
HARRIS COUNTY, TEXAS.

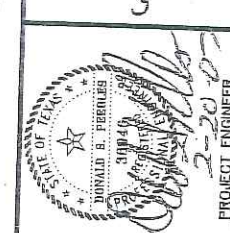
REASON FOR REPLAT: TO CREATE 12 SINGLE FAMILY
RESIDENTIAL LOTS AND 1 RESERVE
MODIFY CUL-DE-SAC BULB AND
ADD 15' DRAINAGE EASEMENT

FINAL SUBMITTAL

2007

SOUTH TEXAS SURVEYING ASSOCIATES, INC.
11281 Richmond Ave. Bldg J, Suite 101 Houston, Texas 77082
(281) 556-6918 FAX (281) 556-9331
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CONSULTANT'S SHEET NO.
3



GOLDSTON ENGINEERING INC.
210 S. CARANCAHUA, SUITE 200
CORPUS CHRISTI, TEXAS 78401
TELEPHONE: (361) 888-8100
FAX: (361) 888-0800



MEETS PROPERTY DEVELOPMENT
RETRAIT AT BAY FOREST SOUTH
FINAL REPLAT OF
RETRAIT AT BAY FOREST SOUTH

SHEET 3 of 21
RECORD DRAWING NO.

Recommended

of Texas
of Harris

We, The Retreat at Bay Forest, L.P., a Texas Limited Partnership, by RABF Management, LLC, a Texas Limited Liability company, do hereby certify that the plat and map of the Retreat at Bay Forest North, do hereby make 3,7599 acre tract described in the above and foregoing map of Retreat at Bay Forest North, do hereby make and establish said subdivision and development plat of said property according to all laws, dedications, restrictions and notations on said maps or plat and hereby dedicate to the use of the public for public utility purposes, water courses, drains, easements and public places shown thereon for the purpose and consideration therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant forever defend the title to the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes, water courses, drains, easements and public places shown thereon for the purpose and consideration therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant forever defend the title to the land so dedicated.

FURTHER, owners do hereby declare that all parcels of land designated as lots on this plat are originally intended for the construction of Retreat at Bay Forest North, and shall be restricted for same under the terms and conditions of such restrictions filed separately.

IN TESTIMONY WHEREOF, Retreat at Bay Forest, L.P., a Texas Limited Partnership, has caused these presents to be signed by Don Meeks, Jr. The Retreat at Bay Forest North, thereunto authorized, attested by its Secretary, this _____ day of _____, 2006.

The Retreat at Bay Forest, L.P., a Texas Limited Partnership by RABF Management, LLC a Texas Limited Liability

By: _____
Donald J. Meeks, Jr., General Partner

State of Texas
County of Harris

BEFORE ME, the undersigned authority, on this day personally appeared Don Meeks, Jr., as General Partner of Retreat at Bay Forest, L.P., a Texas Limited Partnership, by RABF Management, LLC a Texas Limited Liability company, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2006.

Notary Public in and for the State of Texas

LENDHOLDER'S SUBORDINATION AGREEMENT

I, Norma Galloway, (Senior Vice President) acting for Compose Bank, owner and holder of a lien (or liens) against the property described in the plat known as The Retreat at Bay Forest North, do hereby certify that the plat and map of the Retreat at Bay Forest North, do hereby make and establish said subdivision and development plat of said property according to all laws, dedications, restrictions and notations on said maps or plat and hereby dedicate to the use of the public for public utility purposes, water courses, drains, easements and public places shown thereon for the purpose and consideration therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant forever defend the title to the land so dedicated.

By: _____
Norma Galloway
Senior Vice President Compose Bank

State of Texas
County of Harris

BEFORE ME, the undersigned authority, on this day personally appeared Norma Galloway Senior Vice President, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed (add for corporations, "and in the capacity therein and herein stated, and as the act and deed of said corporation.")

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2006.

My Commission Expires _____

Notary Public in and for the State of Texas

State of Texas
County of Harris

I, Fred W. Lawton, registered under the laws of the State of Texas to practice the profession of land surveying, do hereby certify that this plat accurately represents the results of a survey performed under my supervision and that all boundary corners, single points and points of curve have been, or will be, marked with five-eighths inch iron rods not less than thirty (30) inches in length and that this plat complies with the requirements as specified in the City of La Porte Development Ordinance.

Fred W. Lawton, R.P.L.S.
Texas Registration No. 2321



State of Texas
County of Harris

This is to certify that the City of La Porte has approved this plat and development of Retreat at Bay Forest North in conformance with the Ordinance of the City of La Porte.

By: _____
Director, Planning Department

State of Texas
County of Harris

I, Beverly B. Kaufman, Clerk of the County Court of Harris County, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on _____, 2006, at _____ o'clock _____ M., and duly recorded on _____, 2006, at _____ o'clock _____ M., and at Film Code No. _____ of the Map Records of Harris County for said county.

Witness my hand and seal of office, at Houston, the day and date last above written.

Beverly B. Kaufman
Clerk of the County Court
of Harris County, Texas

By: _____
Deputy

WATER LINE
Street
Detention Pond
Sanitary Sewer

Curve Table				
CURVE	DELTA	RADIUS	TANGENT	LENGTH
C1	54°27'05"	25.00'	12.86'	23.76'
C2	54°27'05"	25.00'	12.86'	23.76'
C3	288°54'09"	61.00'	---	277.29'

LEGEND: - SQUARE FEET
SO. FT. - EASEMENT
B.L. - BUILDING LINE
G.B.L. - GARAGE BUILDING LINE
U.E. - UTILITY EASEMENT
A.E. - AERIAL EASEMENT
R.O.W. - RIGHT OF WAY
H.C.C.F. - HARRIS COUNTY CLERKS FILE
H.C.D.R. - HARRIS COUNTY DEED RECORDS
H.C.M.R. - HARRIS COUNTY MAP RECORDS

RECORDED MAP RETURN AGREEMENT CERTIFICATE

This is to certify that _____ owner or authorized agent of the owner of land being platted or subdivided known as _____ approved by the La Porte City Planning and Zoning Commission, authorized _____ County clerk of Harris County or his authorized Deputy to return the original recorded map or plat of said subdivision only to the Director of the City of La Porte's Planning Department or to his authorized representative, who shall file such original recorded map or plat in the permanent records of that Department.

Signature
Director, Planning Department

Signature
Owner or Authorized Agent
(of owner of land being subdivided or platted)

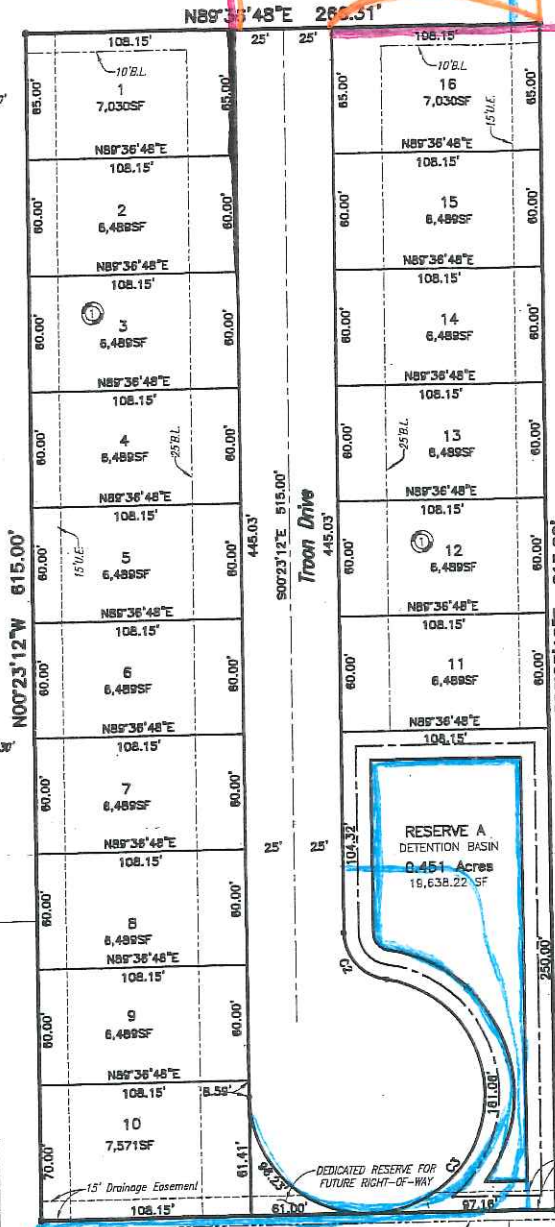
20,350 Acres
out of Tract 5A
W. P. Survey, Abstract 30
City of La Porte, Harris County, Texas
(Owner: City of La Porte)

West "T" Street (Closed)

Town of La Porte
Vol. 60, Pg. 112, Deed
Records of Harris County, Texas

1st Street (Closed)

West "S" Street



South Broadway (Old Highway 146)

5.3360 Acres
out of Tract 41A
W. P. Survey, Abstract 30
City of La Porte, Harris County, Texas
(Owner: F. Carrington Weems)

PROJECT MANAGER:
RENE RODRIGUEZ
SOUTH TEXAS SURVEYING ASSOCIATES, INC.
11281 RICHMOND AVE, STE. J-101
HOUSTON, TEXAS 77082
(281) 556-6918

OWNER/DEVELOPER:
THE RETREAT AT BAY FOREST, L.P.
16000 MEMORIAL DRIVE, STE. 100
HOUSTON, TEXAS 77078-4007

Tract 41
W. P. Survey, Abstract 30
City of La Porte, Harris County, Texas
(Owner: F. Carrington Weems)

Final Plat of Retreat at Bay Forest North 1 Block, 16 Lots with Dedicated Right-of-Way and Open Space Reserve

A SUBDIVISION OF 3.7599 ACRES (163,781 SQUARE FEET) OF LAND OUT OF THE JOHNSON AND HUNTER SURVEY, ABSTRACT 35, AND THE W. P. SURVEY, ABSTRACT 30, CITY OF LA PORTE, HARRIS COUNTY, TEXAS.

REASON FOR PLAT: TO CREATE 16 SINGLE FAMILY RESIDENTIAL LOTS

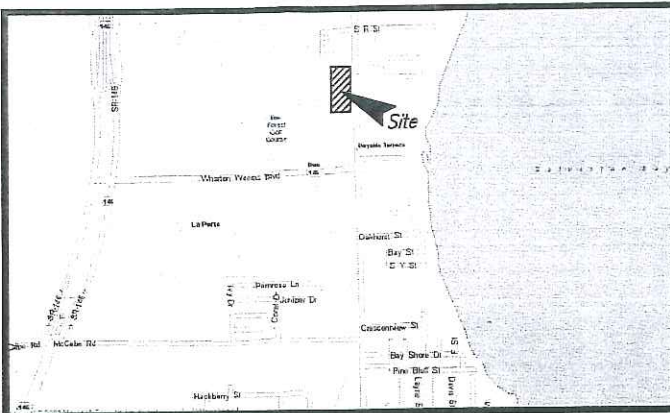
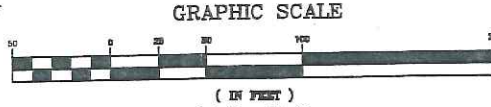
2007

FINAL SUBMITTAL



SOUTH TEXAS SURVEYING ASSOCIATES, INC.
11281 Richmond Ave. Bldg J, Suite-101 Houston, Texas 77082
(281) 556-6918 FAX (281) 556-9331

JOB: 1386-05P



VICINITY MAP
NOT TO SCALE

NOTES:

- 1.) Total platted area contains 3.7599 acres (163,781 square feet) of land.
- 2.) By graphic plotting only, this property is in Zone "X" on Flood Insurance Rate Map, Community Panel No. 48201C 0945 J, City of La Porte, Harris County, Texas, which bears an Effective Date of November 6, 1996 and is not in a Special Flood Hazard Area.
- 3.) Property Zoned R-1 (Low Density Residential)
- 4.) Bearings are based on the west Right-of-Way line of Broadway Street.
- 5.) Owner/Developer is responsible for the improvement of subdivision entrance along West "S" Street, as per the City of La Porte Standards (PICM).
- 6.) Owner/Developer is responsible for the installation of sidewalks on both sides of the public street within the subdivision, to the north and south of West "S" Street, and along the west side of South Broadway.
- 7.) Owner/Developer is responsible for maintenance of proposed detention basin within the proposed development.

FIELD NOTES for a 3.7599 acre (163,781 square feet) tract of land in the Town of La Porte, a map of which is recorded in Volume 60, Page 112, Deed Records of Harris County, Texas; Lots 1-32, Block 1261, 16' wide alley in the block, 80' wide portion of West "T" Street right-of-way closed and abandoned per Ord. #1530, and TR 5N; also being out of the Johnson Hunter Survey, Abstract 35, and the W. P. Harris Survey, Abstract 30, City of La Porte, Harris County, Texas; said 3.780 acre tract of land being more fully described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod set for the northeast corner of Block 1261; said corner marking the intersection of the south right-of-way line of "S" Street, a 60 foot wide public roadway, with the west right of line of South Broadway Street (Old Highway 146), a 100 foot wide public roadway;

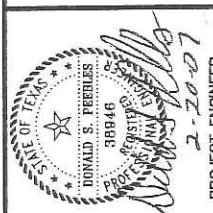
THENCE South 0°23'12" East, along the west boundary of said Broadway Street, a distance of 615.00 feet, to a 5/8 inch iron rod found for the southeast corner of this tract;

THENCE South 89°36'48" West, leaving the west right of way line of said Broadway Street, a distance of 266.31 feet to a 5/8 inch iron rod set for the southwest corner of this tract;

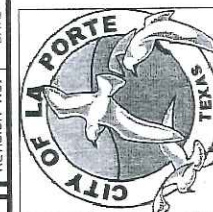
THENCE North 0°23'12" West, along the east boundary of City of La Porte Bay Forest Golf Course and the east right-of-way line of 1st Street, a 60 foot wide right-of-way closed by Harris County Commissioners' Court, recorded in Volume 5307, Pg. 418, Deed Records of Harris County, Texas, a distance of 615.00 feet to a 5/8 inch iron rod set for the northwest corner of Block 1261 and of this tract;

THENCE North 89°36'48" East, along the south right-of-way line of the above mentioned "S" Street, a distance of 266.31 feet to the POINT OF BEGINNING and containing 3.7599 acres of land.

CONSULTANT'S SHEET NO.
3



GOLDSTON ENGINEERING INC.
210 S. CARANAHUA, SUITE 200
CORPUS CHRISTI, TEXAS 78401
TELEPHONE: (361) 888-8100
FAX: (361) 888-8600



MEeks PROPERTY DEVELOPMENT
RETREAT AT BAY FOREST NORTH
FINAL PLAT OF
RETREAT AT BAY FOREST NORTH

SHEET 3 of 26

RECORD DRAWING NO.

SHEET 3 of 21
RECORD DRAWING NO.

Retreat at Bay Forest Summary
Submitted v. Recommended

South

Submitted	\$83,683.74
Recommended	\$65,788.44
Difference	\$17,895.30

North

Submitted	\$101,479.26
Recommended	\$ 83,538.66
Difference	\$ 17,940.60

Engineering Fees

Submitted	\$33,956.92
Recommended	\$15, 172.79
Difference	\$18,784.13

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**Grand Totals**

|                   |                     |
|-------------------|---------------------|
| Submitted         | \$219,119.92        |
| Recommended       | \$164,499.89        |
| <b>Difference</b> | <b>\$ 54,620.03</b> |

**LPRA and TIRZ Board Meeting  
June 27, 2007**

**Retreat at Bay Forest  
Reimbursable Items Submitted**

**South**

|    |                         |      |    |            |             |
|----|-------------------------|------|----|------------|-------------|
| 1  | Concrete Pavement       | 116  | SY | \$29.00    | \$3,364.00  |
| 2  | 6" Lime Subgrade        | 201  | SY | \$4.00     | \$804.00    |
| 3  | 6" Concrete Curb        | 30   | LF | \$2.40     | \$72.00     |
| 4  | 4' Concrete Walk        | 22   | SY | \$35.00    | \$770.00    |
| 5  | ADA Ramps               | 2    | LF | \$450.00   | \$900.00    |
| 6  | 24" RCP                 | 14   | LF | \$70.00    | \$980.00    |
| 7  | 24" HDPE                | 37   | LF | \$36.00    | \$1,332.00  |
| 8  | Pilot Channel           | 324  | LF | \$26.66    | \$8,637.84  |
| 9  | Rip Rap                 | 10   | CY | \$40.00    | \$400.00    |
| 10 | Storm Sewer Manhole     | 1    | EA | \$2,000.00 | \$2,000.00  |
| 11 | Headwall                | 2    | EA | \$1,400.00 | \$2,800.00  |
| 12 | Concrete Apron          | 1    | SY | \$39.00    | \$39.00     |
| 13 | Excavation              | 3936 | CY | \$5.00     | \$19,680.00 |
| 14 | Sanitary Sewer Manholes | 1    | EA | \$2,000.00 | \$2,000.00  |
| 15 | 8" Sanitary Sewer Pipe  | 165  | LF | \$32.00    | \$5,280.00  |
| 16 | 8" Water Line           | 261  | LF | \$30.90    | \$8,064.90  |
| 17 | 8x8 Tap & Sleeve Valve  | 1    | EA | \$2,800.00 | \$2,800.00  |
| 18 | 16" Bore & Steel Casing | 66   | LF | \$360.00   | \$23,760.00 |

**Total** **\$83,683.74**

**Engineering Fees \$33,956.92**

**North**

|    |                         |      |    |            |             |
|----|-------------------------|------|----|------------|-------------|
| 1  | Concrete Pavement       | 194  | SY | \$29.00    | \$5,626.00  |
| 2  | 6" Lime Subgrade        | 284  | SY | \$4.00     | \$1,136.00  |
| 3  | 6" Concrete Curb        | 30   | LF | \$2.40     | \$72.00     |
| 4  | 4' Concrete Walk        | 60   | SY | \$35.00    | \$2,100.00  |
| 5  | ADA Ramps               | 2    | LF | \$450.00   | \$900.00    |
| 6  | 18" RCP                 | 362  | LF | \$61.00    | \$22,082.00 |
| 7  | 24" RCP                 | 17   | LF | \$70.00    | \$1,190.00  |
| 8  | 24" HDPE                | 50   | LF | \$36.00    | \$1,800.00  |
| 9  | Pilot Channel           | 191  | LF | \$26.66    | \$5,092.06  |
| 10 | Storm Sewer Manhole     | 2    | EA | \$2,000.00 | \$4,000.00  |
| 11 | 18" Pipe End Treatments | 4    | EA | \$500.00   | \$2,000.00  |
| 12 | Headwall                | 2    | EA | \$1,400.00 | \$2,800.00  |
| 13 | Concrete Apron          | 1    | SY | \$39.00    | \$39.00     |
| 14 | Excavation              | 3339 | CY | \$5.00     | \$16,695.00 |
| 15 | Sanitary Sewer Manholes | 1    | EA | \$2,000.00 | \$2,000.00  |
| 16 | 8" Sanitary Sewer Pipe  | 165  | LF | \$32.00    | \$5,280.00  |
| 17 | 8" Water Line           | 208  | LF | \$30.90    | \$6,427.20  |
| 18 | 8x8 Tap & Sleeve Valve  | 1    | EA | \$2,800.00 | \$2,800.00  |
| 19 | 16" Bore & Steel Casing | 54   | LF | \$360.00   | \$19,440.00 |

**Total** **\$101,479.26**

**LPRA and TIRZ Board Meeting  
June 27, 2007**

**Retreat at Bay Forest  
Reimbursable Items Recommended**

**South**

|    |                         |      |    |            |             |
|----|-------------------------|------|----|------------|-------------|
| 6  | 24" RCP                 | 14   | LF | \$70.00    | \$980.00    |
| 7  | 24" HDPE                | 37   | LF | \$36.00    | \$1,332.00  |
| 8  | Pilot Channel           | 324  | LF | \$26.66    | \$8,637.84  |
| 9  | Rip Rap                 | 10   | CY | \$40.00    | \$400.00    |
| 10 | Storm Sewer Manhole     | 1    | EA | \$2,000.00 | \$2,000.00  |
| 11 | Headwall                | 2    | EA | \$1,400.00 | \$2,800.00  |
| 12 | Concrete Apron          | 1    | SY | \$39.00    | \$39.00     |
| 13 | Excavation              | 3936 | CY | \$5.00     | \$19,680.00 |
| 14 | Sanitary Sewer Manholes | 1    | EA | \$2,000.00 | \$2,000.00  |
| 16 | 8" Water Line           | 44   | LF | \$30.90    | \$1,359.60  |
| 17 | 8x8 Tap & Sleeve Valve  | 1    | EA | \$2,800.00 | \$2,800.00  |
| 18 | 16" Bore & Steel Casing | 66   | LF | \$360.00   | \$23,760.00 |

**Total** **\$65,788.44**

**Engineering Fees \$15,172.79**

**North**

|    |                         |      |    |            |             |
|----|-------------------------|------|----|------------|-------------|
| 1  | Concrete Pavement       | 194  | SY | \$29.00    | \$5,626.00  |
| 2  | 6" Lime Subgrade        | 284  | SY | \$4.00     | \$1,136.00  |
| 3  | 6" Concrete Curb        | 30   | LF | \$2.40     | \$72.00     |
| 4  | 4' Concrete Walk        | 60   | SY | \$35.00    | \$2,100.00  |
| 6  | 18" RCP                 | 110  | LF | \$61.00    | \$6,710.00  |
| 7  | 24" RCP                 | 17   | LF | \$70.00    | \$1,190.00  |
| 8  | 24" HDPE                | 50   | LF | \$36.00    | \$1,800.00  |
| 9  | Pilot Channel           | 191  | LF | \$26.66    | \$5,092.06  |
| 10 | Storm Sewer Manhole     | 2    | EA | \$2,000.00 | \$4,000.00  |
| 11 | 18" Pipe End Treatments | 4    | EA | \$500.00   | \$2,000.00  |
| 12 | Headwall                | 2    | EA | \$1,400.00 | \$2,800.00  |
| 13 | Concrete Apron          | 1    | SY | \$39.00    | \$39.00     |
| 14 | Excavation              | 3339 | CY | \$5.00     | \$16,695.00 |
| 15 | Sanitary Sewer Manholes | 1    | EA | \$2,000.00 | \$2,000.00  |
| 16 | 8" Sanitary Sewer Pipe  | 165  | LF | \$32.00    | \$5,280.00  |
| 17 | 8" Water Line           | 154  | LF | \$30.90    | \$4,758.60  |
| 18 | 8x8 Tap & Sleeve Valve  | 1    | EA | \$2,800.00 | \$2,800.00  |
| 19 | 16" Bore & Steel Casing | 54   | LF | \$360.00   | \$19,440.00 |

**Total** **\$83,538.66**

DEVELOPMENT AGREEMENT

Between

REINVESTMENT ZONE NUMBER ONE  
CITY OF LA PORTE

and

LA PORTE REDEVELOPMENT AUTHORITY

and

RETREAT AT BAY FOREST LP

## DEVELOPMENT AGREEMENT

This Agreement ("Agreement"), effective \_\_\_\_\_, 2007, is made by and between REINVESTMENT ZONE NUMBER ONE, CITY OF LA PORTE, TEXAS ("La Porte Zone"), a tax increment reinvestment zone created by the City of La Porte, Texas (the "City") pursuant to Chapter 311 of the Texas Tax Code, as amended, acting by and through its governing body, the Board of Directors (the "Zone Board"), LA PORTE REDEVELOPMENT AUTHORITY ("La Porte Authority"), a local government corporation created and organized under the provisions of the Texas Transportation Corporation Act, Chapter 431, Subchapter D, Transportation Code, and authorized and approved by the City pursuant to Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_, acting by and through its governing body, the Board of Directors (the "La Porte Board") and RETREAT AT BAY FOREST LP, a Texas limited partnership (the "Developer").

### RECITALS

WHEREAS, by Ordinances No. \_\_\_\_\_ the City Council of the City created the La Porte Zone in the City pursuant to Chapter 311 of the Texas Tax Code, as amended, and pursuant to a Preliminary Project Plan and Preliminary Reinvestment Zone Financing Plan, and appointed its Board of Directors ("TIRZ Ordinance"); and

WHEREAS, the Zone Board adopted a final Project Plan and Reinvestment Zone Financing Plan (the "Project Plan") and submitted the final Project Plan to the City Council of the City for approval; and

WHEREAS, the City Council approved the final Project Plan by Ordinance No. \_\_\_\_\_; and

WHEREAS, the City authorized the creation of the La Porte Authority to aid, assist and act on behalf of the City in the performance of the City's governmental functions with respect to the common good and general welfare of La Porte and neighboring areas as described in the TIRZ Ordinance; and

WHEREAS, the City, the La Porte Zone and the La Porte Authority have entered into that certain Agreement dated \_\_\_\_\_, and approved as Ordinance No. \_\_\_\_\_ (the "La Porte Agreement"), pursuant to which the City and the La Porte Zone contracted with the La Porte Authority to administer the La Porte Zone including, but not limited to, the power to engage in activities relating to the acquisition and development of land, to construct and improve infrastructure in La Porte, to enter into development agreements with developers/builders in La Porte, and to issue, sell or deliver its bonds, notes or other obligations in accordance with the terms of the La Porte Agreement upon the approval of the City Council of the City; and

WHEREAS, the La Porte Agreement further provides that the La Porte Authority must obtain the prior approval of the City for any project approved in the La Porte Zone's Project Plan that is constructed or caused to be constructed by the La Porte Authority; and

WHEREAS, the Texas Tax Code provides that the La Porte Zone may enter into agreements as the Zone Board considers necessary or convenient to implement the Project Plan and achieve its purposes; and

WHEREAS, the La Porte Board and the Zone Board have determined that it is in the best interest of the La Porte Zone and the La Porte Authority to contract with the Developer, in order to provide for the efficient and effective implementation of certain aspects of the Project Plan; and

The Developer desires to proceed with the development of an urban project consisting of residential, commercial, industrial and retail on land located within the La Porte Zone (the "Project") prior to the time that the La Porte Authority can issue its bonds or incur other obligations to pay the costs of the Public Improvements (as defined herein);

NOW THEREFORE,

### AGREEMENT

For and in consideration of the mutual promises, covenants, obligations, and benefits of this Agreement, the La Porte Zone, the La Porte Authority and the Developer contract and agree as follows:

### ARTICLE 1 GENERAL TERMS

1.1 Definitions. The terms "Agreement," "City," "Developer", "La Porte Agreement," "La Porte Board," "La Porte Authority," "La Porte Zone," "Project," and "Zone Board" have the above meanings, and the following terms have the following meanings:

"Act" shall mean the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended.

"Authority Bonds" shall mean the La Porte Authority's tax increment revenue bonds issued in one or more series pursuant to Section 6.1(H) of this Agreement.

"Available Tax Increment" shall mean funds in the Tax Increment Revenue Fund.

"Completion" shall mean completion of construction of the Public Improvements in accordance with the Plans and Specifications so that the Project can be used and maintained for its intended purposes. Completion shall be approved by the City and certified by the engineering firm engaged by Developer to make such certification.

"Contract Progress Payment" shall mean the payment due to a contractor or consultant hired by Developer to complete the Public Improvements. A contract progress payment must be supported not only by a report of a certified public accountant as required in Section 6.1(B), but also by customary documentation including, but not limited to, the name and address of the contractor, a description of the contract pursuant to which the payment is requested, the amount of such payment, the original contract amount, total payments made to date on such contract, an

estimate of remaining work to be completed, the cost of such work, and customary lien and subcontractor releases.

"County" shall mean Harris County, Texas.

"Developer Advances" shall mean any funds advanced for Project Costs by the Developer pursuant to Section 6.1 of this Agreement and shall include any interest payable thereon as prescribed in this Agreement.

"Parties" or "Party" shall mean the La Porte Zone, the La Porte Authority and the Developer, the parties to this Agreement.

"Plans and Specifications" shall mean the designs, plans and specifications for the Public Improvements prepared or to be prepared by engineering and landscape architect firms at the direction of Developer in accordance with the Project Plan and as approved by the City in accordance with Section 4.2.

"Pledged Available Tax Increment" shall mean the Available Tax Increment attributable to the Project.

"Property Account" means an account within the Tax Increment Revenue Fund established by the City to account for the tax increment attributable to the Project Site, the proceeds of Authorized Bonds issued to finance Public Improvements pursuant to this Agreement, and other obligations issued pursuant to Article 6, and earnings from the investment of such amounts.

"Project Costs" shall mean the cost of the Public Improvements.

"Project Plan" means the Project Plan and Reinvestment Zone Financing Plan for Reinvestment Zone Number One, City of La Porte, as approved by the City Council on \_\_\_\_\_, and as thereafter amended and approved by the City Council.

"Project Site" shall mean the area known as \_\_\_\_\_, located in certain tracts described in Exhibit A, and all improvements located thereon.

"Public Improvements" shall have the meaning provided in Article 3 of this Agreement.

"State" shall mean the State of Texas.

"Tax Increment Revenue Fund" shall mean the special fund established by the La Porte Authority and funded with payments made by the City and any other participating Taxing Units, pursuant to the La Porte Agreement, which payments are attributable to ad valorem property taxes paid on the Project Site.

"Taxing Unit" shall mean individually and collectively, the City and any other taxing units participating in the La Porte Zone.

1.2 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.

## **ARTICLE 2** **REPRESENTATIONS**

2.1 Representation of La Porte Authority. The La Porte Authority hereby represents to the Developer that:

(A) The La Porte Authority is duly authorized, created and existing in good standing under the laws of the State and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

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

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

(D) This Agreement has been duly authorized, executed and delivered by the La Porte Authority and, constitutes a legal, valid and binding obligation of the La Porte Authority, enforceable in accordance with its terms except to the extent that (i) the enforceability of such instruments 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 and (ii) certain equitable remedies including specific performance may be unavailable.

(E) The execution, delivery and performance of this Agreement by the La Porte Authority does not require the consent or approval of any person which has not been obtained.

(F) The La Porte Authority has an exemption from the payment of sales and use taxes pursuant to the statute under which the La Porte Authority was created.

2.2 Representation of La Porte Zone. The La Porte Zone hereby represents to the Developer that:

(A) The La Porte Zone is duly authorized, created and existing in good standing under the laws of the State and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

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

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

(D) This Agreement has been duly authorized, executed and delivered by the La Porte Zone and constitutes a legal, valid and binding obligation of the La Porte Zone, enforceable in accordance with its terms except to the extent that (i) the enforceability of such instruments 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 and (ii) certain equitable remedies including specific performance may be unavailable.

(E) The execution, delivery and performance of this Agreement by the La Porte Zone does not require the consent or approval of any person which has not been obtained.

2.3 Representations of the Developer. The Developer hereby represents to the La Porte Authority and the La Porte Zone that:

(A) The Developer is duly authorized, created and existing in good standing under the laws of the State and is qualified to do business in the State.

(B) The Developer has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance hereof, (i) have been duly authorized by requisite corporate action, (ii) will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to the Developer or any provisions of the Developer's by laws or limited partnership agreement, and (iii) do not constitute a default under or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Developer under any agreement or instrument to which the Developer is a party or by which the Developer or its assets may be bound or affected.

(C) The Developer will have sufficient capital to perform its obligations under this Agreement at the time it needs to have sufficient capital.

(D) This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of the Developer, enforceable in accordance with its terms except to the extent that (i) the enforceability of such instruments 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 and (ii) certain equitable remedies including specific performance may be unavailable.

### **ARTICLE 3**

#### **THE PUBLIC IMPROVEMENTS**

3.1 Public Improvements. The Public Improvements shall be and include the design, construction and installation of certain public infrastructure relating to the Project, such infrastructure being more particularly described in the Plans and Specifications.

3.2 Project Costs. The estimated Project Costs of the Public Improvements are described in Exhibit B. The Public Improvements will be developed pursuant to the Plans and Specifications and a schedule that is mutually agreeable to the Parties. The Project Costs shall include all architectural, engineering, design, legal and other consultant fees and expenses (as further set forth in Section 6.1(A) hereof) related to such Public Improvements. The Project Costs may be modified with approval of the Board of Directors of the La Porte Authority.

3.3 Obligation. The Public Improvements shall be designed, acquired, constructed and implemented in accordance with the Plans and Specifications to be approved by the City under Article 4.

### **ARTICLE 4**

#### **DUTIES AND RESPONSIBILITIES OF THE DEVELOPER**

4.1 Construction Manager. Subject to Article 3, the Developer agrees to construct the Public Improvements as described in the Plans and Specifications and to provide and furnish, or cause to be provided and furnished, all materials and services as and when required in connection with the construction of the Public Improvements. The Developer will obtain all necessary permits and approvals from the City and all other governmental officials and agencies having jurisdiction (including the approvals required under the La Porte Agreement), provide supervision of all phases of construction of the Public Improvements, provide periodic reports as may be reasonably requested and required by the La Porte Authority from time to time of such construction to the La Porte Board with copies to the City, and cause the construction to be performed in accordance with the Plans and Specifications.

4.2 Design of the Public Improvements. The Developer shall prepare or cause to be prepared the Plans and Specifications for the Public Improvements. Prior to the commencement of construction or implementation of the Public Improvements, the Plans and Specifications must be submitted to and approved by the City and all other regulatory authorities having jurisdiction. Once the City has approved the Plans and Specifications, no changes thereto can be made without the express written approval of the City, the Zone Board, and the La Porte Authority.

4.3 Completion. On the later of completion of the construction of the Public Improvements or thirty days after this Agreement is executed, Developer shall provide the La Porte Authority and the City with a final cost summary of all costs associated with such Public Improvements, a certificate of Completion and evidence that all amounts owing to contractors and subcontractors have been paid in full evidenced by customary affidavits executed by such contractors.

4.4 Conveyance of Easements. If applicable, the Developer shall grant the City and the La Porte Authority all required temporary construction and access easements necessary to maintain the Public Improvements. The easements granted must be satisfactory for the intended purpose as determined by the City. On property owned by the La Porte Authority, the La Porte Authority shall grant the Developer at no cost all required temporary construction and access easements necessary to install the Public Improvements.

4.5 Payment of Fees. If applicable, Developer agrees to pay any monthly rates and charges for water and sewer services and shall pay all applicable City building permit fees for the Public Improvements.

4.6 Cooperation. Developer agrees that it will cooperate with the La Porte Zone and the La Porte Authority and Developer will provide all necessary information to the La Porte Authority and its consultants in order to assist the La Porte Authority in complying with the La Porte Agreement, including, without limitation, the completion of the audit and construction audit required therein.

4.7 Ad Valorem Taxes. The Developer agrees that all real property within the Project Site will be valued for taxation in accordance with Section 23.01, Texas Tax Code and as hereinafter may be amended, and that it will not request such property to be valued for taxation on the basis of inventory as permitted by Section 23.12, Texas Tax Code and as hereinafter may be amended.

4.8 Design and Completion of Public Improvements prior to Effective Date. Prior to the effective date of this Agreement, the Developer has committed and expended funds in amounts for Public Improvements described in Exhibit B, in reliance upon the City's commitment to establish the Zone and the La Porte Authority's commitment to pay or reimburse such costs in accordance with the terms herein, but no other contract has heretofore been entered into by the Developer with the La Porte Authority or the La Porte Zone to provide for such expenditures and reimbursement. The Developer represents that the fair market value of the work and property resulting from the funds so committed or expended and benefiting the La Porte Authority and the La Porte Zone is at least equal to the amounts so committed and expended, respectively. In order to compromise and settle all claims the Developer may have arising out of any failure by the La Porte Authority and La Porte Zone to reimburse funds heretofore expended by the Developer for such Public Improvements, by entering into this Agreement,

(A) the La Porte Authority and the La Porte Zone agree to reimburse the Developer for Project Costs of such Public Improvements paid or incurred prior to the date hereof in a total amount of committed funds specified in Exhibit B plus financing costs and/or interest as set forth in Section 6.1 below, attributable thereto in accordance with and subject to the other provisions hereof, without admitting liability of any kind on their part, and

(B) the Developer releases and discharges the La Porte Authority and the La Porte Zone from all claims of any nature the Developer might make, now or in the future, arising out of any failure by the La Porte Authority and La Porte Zone to pay or

reimburse the Developer for any other work done prior to the date hereof or in any greater amount or on any other conditions for work performed in connection with Public Improvements prior to the date hereof.

4.9 Changes in Project. The Developer shall not make any change in the Project as to the uses of the property or change the boundaries within the Project Site without the express written consent of the City, the La Porte Board and the Zone Board.

4.10 No Vested Rights. The Developer expressly understands and agrees that neither this Agreement nor any approvals required herein shall be construed as a "permit," as defined in Section 245.001 of the Texas Local Government Code, or an application therefor; and, as such, the Developer has no vested right as a "permit" in any order, regulation, ordinance, rule, expiration date or other requirement in effect at the time of execution of this Agreement or at the time any approval pursuant to the terms hereof is obtained. To this end, Developer, for itself, its officers, agents, employees, successors and assigns, hereby releases and holds harmless the City, the La Porte Authority and the La Porte Zone from any claim or cause of action involving vested rights, including, but not limited to, such a right claimed pursuant to Chapter 245 of the Texas Local Government Code, arising out of this Agreement or the approvals required to be obtained herein.

## **ARTICLE 5**

### **DUTIES AND RESPONSIBILITIES OF THE LA PORTE AUTHORITY**

5.1 La Porte Authority Contributions. The La Porte Authority shall pay or reimburse to Developer the Project Costs in the amount of the actual costs of the Public Improvements as more particularly described in and as provided by Articles 3 and 4. The total, actual Project Costs of the Public Improvements, for which the La Porte Authority shall be responsible under the terms of this Agreement, is estimated to be \$11,746,000. Attached hereto as Exhibit B is a detailed description of the engineering estimates of the Public Improvements. The Project Costs shall be financed and funded in accordance with Article 6 hereof. In the event a portion of the Public Improvements is determined to be ineligible under the Act, the Project Costs shall be reduced by the amount of such ineligible Public Improvements. If the La Porte Authority has already repaid Developer for such ineligible Public Improvements in accordance with this Agreement, the Parties agree that Developer shall reimburse the La Porte Authority for such repayment within thirty (30) days of receipt of an invoice from the La Porte Authority and all such sums shall bear interest at the rate established in Section 6.1(F) from the date past due until the date of such reimbursement. Should the Developer fail to timely pay such amount, the La Porte Authority may, in its sole discretion, withhold the amount due, including accrued interest, from future Contract Progress Payments.

5.2 Project Costs. The La Porte Authority shall pay or reimburse the Project Costs in accordance with this Agreement. In the event the La Porte Authority does not have funds available at the time all or part of the Project Costs are payable by the La Porte Authority in accordance with this Agreement, the Project Costs shall be funded in accordance with Article 6 hereof, and such funding shall not be deemed a default by the La Porte Authority under this Agreement.

**ARTICLE 6**  
**PUBLIC IMPROVEMENTS FINANCING AND FUNDING**

**6.1 Developer Advances.**

(A) Developer shall advance sufficient funds as such become due for all costs comprising the Project Costs including, without limitation, all costs of design, engineering, materials, labor, construction, and inspection arising in connection with the Public Improvements, including all payments arising under any contracts entered into by Developer pursuant to this Agreement, all costs incurred in connection with obtaining governmental approvals, certificates or permits (including any building permit fees) required as a part of any contracts entered into in accordance with this Agreement and all related legal fees incurred in connection therewith.

(B) The Developer must submit, within sixty (60) days after the latest of recording a final plat of property within the Project Site, signing this Agreement, or completing an identifiable segment of Public Improvements not subject to the platting requirements of the City, a request for a Contract Progress Payment when an identifiable segment of Public Improvements has been completed. Documentation of cost and completion shall be forwarded to the La Porte Authority. The La Porte Authority, at its expense, shall hire a certified public accountant to calculate the amount due Developer and shall prepare and submit, within a reasonable time, a report to the La Porte Board and send a copy to the City Manager. Requests for Contract Progress Payments shall be submitted only when an identifiable segment of Public Improvements has been completed and shall be submitted no more often than once every sixty (60) days. If the La Porte Authority does not have sufficient funds to pay any Contract Progress Payment within 30 days of the date the certified public accountant's report is received by the La Porte Board, Developer shall be deemed to have advanced such amount to the La Porte Authority as of the date actually expended by the Developer. Interest (as defined in Subsection 6.1(F)) on each Developer Advance made pursuant to this Subsection shall accrue from the date the Developer expended the funds and shall accrue for a maximum period of five (5) years from such date. At such time as funds are available to pay all or any portion of the Developer Advances made hereunder, the La Porte Authority, at its expense, shall hire a certified public accountant to calculate the amount due Developer and shall prepare and submit a report to the La Porte Board and send a copy to the City Manager certifying (1) the amount due Developer for the Developer Advances being repaid with interest calculated thereon as specified herein and (2) that funds are available to make such payment. Upon receipt of such report, the La Porte Board shall promptly authorize and make payment to Developer.

(C) If, upon Completion of the Public Improvements and conveyance of the Public Improvements to the La Porte Authority, or the City, as applicable, the La Porte Authority does not have sufficient funds to reimburse to Developer the unpaid balance of the Project Costs, Developer shall be deemed to have advanced to the La Porte Authority an amount equal to the difference between (i) the amount of the Project Costs which has been previously paid by the La Porte Authority to Developer and (ii) the final cost of the

Public Improvements as evidenced by documentation approved by the La Porte Board in accordance with Section 4.3.

(D) Each Developer Advance shall be evidenced by a certificate in the form attached hereto as Exhibit C.

(E) The La Porte Authority shall begin repaying the Developer Advances, and shall continue such repayment until repaid in full, on the earliest date that funds are available from any of the following sources.

- (1) proceeds of any applicable bank loan;
- (2) proceeds from the sale of applicable La Porte Authority Bonds; or
- (3) the available Tax Increment Revenue Fund attributable to the Project.

(F) Subject to the limitations described in Section 6.1(B) hereof, interest on each Developer Advance shall accrue at the prime rate of JPMorgan Chase Bank. Interest shall be calculated on the basis of a year of 360 days and the actual days elapsed (including the first day but excluding the last day) occurring in the period for which such interest is payable, unless such calculation would result in a usurious rate, in which case interest shall be calculated on the per annum basis of a year of 365 or 366 days, as applicable, and the actual days elapsed (including the first day but excluding the last day). In no case shall the interest rate exceed one percent per month.

(G) The La Porte Authority's obligation to pay the Developer Advances or reimburse the Developer for Project Costs is limited to any Pledged Available Tax Increment. The rights of Developer in and to the Pledged Available Tax Increment granted herein are subject only to (i) the rights of any holders of bonds, notes or other obligations that have been heretofore or are hereafter issued by the City or any other participating taxing unit that are payable from and secured by a general levy of ad valorem taxes throughout the taxing jurisdiction of the City or any other participating taxing unit, (ii) the rights of any of the holders of bonds and notes that are hereafter issued or incurred by the La Porte Authority and which are secured by a pledge of the Tax Increment Revenue Fund, and (iii) the rights of any of the holders of notes that are hereafter issued or incurred by the La Porte Authority, which are secured by a pledge, all or a part, of the Tax Increment Revenue Fund, the proceeds of which are used solely to fund the annual operating and administration budget of the La Porte Authority approved by the La Porte Board and the City Council of the City. Except in the event that sufficient tax increment increase does not occur within the term of the Zone or within the Project Site to generate sufficient revenue to repay the Developer Advance(s), it shall be the obligation of the La Porte Authority to repay the Developer Advances and accrued interest thereon as set forth in this Agreement from the Pledged Available Tax Increment until such time as the Developer Advances and accrued interest thereof incurred pursuant to this Agreement, have been fully repaid or provision for payment thereon to Developer shall have been made in accordance with their terms. The Developer Advances constitute a special obligation of the La Porte Authority payable solely from the Pledged Available

Tax Increment as and to the extent provided in this Agreement. The Developer Advances do not give rise to a charge against the general credit or taxing powers of the La Porte Authority, the La Porte Zone, the City, the County or any other Taxing Unit and is not payable except as provided in this Agreement. Developer, its successors and assigns, shall not have the right to demand payment thereof out of any funds of the La Porte Authority other than the Pledged Available Tax Increment or sources described in Section 6.1(E).

(H) The La Porte Authority will evaluate and consider bond issues to reimburse the Developer upon the following circumstances:

- (1) Projected incremental revenue generates 1.25 times coverage for the bonds over projected annual debt service;
- (2) Projected incremental revenue will be calculated by multiplying estimated or certified incremental value from the appraisal district by the participant(s) tax rate(s) divided by 100 times one minus a reasonable historical tax collection factor times one minus the City set aside percentage;
- (3) A reserve fund equal to maximum annual debt service must be funded from the bond proceeds;
- (4) Adequate cash or capitalized interest must be set aside to assure payment of the bonds through the date of the next increment payment; and
- (5) The minimum bond size will be that size that after funding the Reserve Fund, any capitalized interest and any costs of issuance will allow for a reimbursement to the developer of at least \$1.5 million plus developer interest.

(I) The La Porte Authority shall not issue obligations in accordance with this Article unless the resulting debt service requirements on all La Porte Zone obligations may be paid in full when due from all money then on deposit in or thereafter required to be deposited to the Property Account during the term of such Zone obligations, assuming that (a) the rates at which property taxes are levied by all taxing units required to make deposits to the Tax Increment Fund do not change from the rates at which they most recently levied property taxes, (b) the assessed value of taxable property (net of exemptions) within the Property does not change from the amount then most recently estimated or certified by the Harris County Appraisal District, (c) all amounts deposited (or required to be deposited) to the Property Account bear interest at the City's investment rate until expended, (d) proceeds of such obligations are deposited to and set aside in the Property Account as capitalized interest in the amount requested by the Developer and approved by the City Manager, and (e) the Property Account is expended in each year to pay administrative expenses of the La Porte Zone in an amount equal to the product of (i) the total amount of such expenses budgeted in the La Porte Zone's most recent operating budget and (ii) a fraction, the numerator of which is the current Tax

Increment attributable to the Property and the denominator of which is the total current Tax Increment.

(J) The La Porte Authority shall provide to Developer, upon the written request of Developer, and on the earliest date such information is available after the date of such request, certified copies of all statements of revenue attributable to the Developer's portion of the Project and the source of such revenue of the La Porte Zone and of the La Porte Authority the intended use of which is to verify the availability of funds for payment of the Project Costs or Developer Advances, if applicable, under this Section.

(K) The La Porte Zone and the La Porte Authority shall use commercially reasonable efforts to cause each Taxing Unit to collect all ad valorem taxes due on property located within the La Porte Zone and shall use commercially reasonable efforts to cause such Taxing Units to deposit all tax increments due with the City for transfer to the Tax Increment Revenue Fund pursuant to the La Porte Agreement.

## **ARTICLE 7**

### **INSURANCE; RELEASE**

7.1 Insurance. With no intent to limit any contractor's liability or obligation for indemnification, the Developer shall require that each contractor providing work or service on the Public Improvements provide and maintain certain insurance in full force and effect at all times during the construction of the Public Improvements and shall require that the City, the La Porte Authority, and the La Porte Zone are named as additional insured's under such contractor's insurance policies.

The insurance, at a minimum, must include the following coverage's and limits of liability:

| <u>Coverage</u>                                                                                                                                                                                                | <u>Limit of Liability</u>                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Worker's Compensation                                                                                                                                                                                          | Statutory                                                                                                                                                      |
| Employer's Liability                                                                                                                                                                                           | Bodily Injury by Accident \$100,000 (each accident)<br>Bodily injury by Disease \$500,000 (policy limit)<br>Bodily injury by Disease \$100,000 (each employee) |
| Comprehensive General Liability:<br>Including Broad Form Coverage,<br>Contractual Liability, Bodily and<br>Personal Injury, and Completed<br>Operations (for a period of one year after<br>completion of work) | Bodily Injury and Property Damage, Combined<br>Limits of \$500,000 each Occurrence and \$1,000,000<br>Aggregate                                                |
| Automobile Liability Insurance (for<br>automobiles used in performing under<br>this Agreement, including Employer's                                                                                            | \$500,000 Combined Single Limit per Occurrence                                                                                                                 |

Non Ownership and Hired Auto  
Coverage)

Professional Liability Coverage (for \$500,000 per occurrence \$1,000,000 aggregate  
professional service contract only)

Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12 month policy period unless otherwise indicated.

If the amount of any contract awarded by Developer to construct the Public Improvements shall exceed \$1,000,000, Developer shall contract with the contractor to maintain Commercial General Liability coverage and the Auto Liability coverage for at least twice the combined minimum limits specified above.

The amounts of the insurance required herein shall be reviewed on the fifth (5<sup>th</sup>) anniversary date of this Agreement and each fifth (5<sup>th</sup>) year thereafter until the construction of the Project is completed and shall be increased, if necessary, so that the amount of such coverage is at all times generally equal to the limits described herein measured in year 2006 dollars.

(A) Form of Policies. The La Porte Board may approve the form of the insurance policies, but nothing the La Porte Board does or fails to do relieves Developer of its obligation to provide the required coverage under this Agreement. The La Porte Board's actions or inactions do not waive the La Porte Zone's or La Porte Authority's rights under this Agreement.

(B) Issuers of Policies. The issuer of each policy shall have a certificate of authority to transact insurance business in Texas or a Best's rating of at least A and a Best's Financial Size Category of Class VI or better, according to the most current edition *Best's Key Rating Guide, Property Casualty United States*.

(C) Insured Parties. Each policy, except those for Workers' Compensation, Employer's Liability, and Professional Liability, must name the La Porte Authority, its officers, agents and employees as additional insured parties on the original policy and all renewals or replacements.

(D) Deductibles. Developer shall be responsible for and bear (or shall contract with each applicable contractor to bear and assume) any claims or losses to the extent of any deductible amounts and waives (and shall contract with each contractor to waive) any claim it may have for the same against the La Porte Authority or La Porte Zone, its officers, agents, or employees.

(E) Cancellation. Each policy must state that it may not be canceled, materially modified, or non-renewed unless the insurance company gives the La Porte Authority 30 days' advance written notice. Developer shall (and shall contract with each contractor to) give written notice to the La Porte Authority within five days of the date on which total claims by any party against such person reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy

may contain an endorsement establishing a policy aggregate for the particular Public Improvements or location subject to this Agreement.

(F) Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the La Porte Authority, the La Porte Zone, its officers, agents, or employees.

(G) Primary Insurance Endorsement. Each policy, except Workers' Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the additional insured with respect to claims arising under this Agreement.

(H) Liability for Premium. Developer shall pay (or shall contract with contractors to pay) all insurance premiums for coverage required by this Section, and the La Porte Authority or La Porte Zone shall not be obligated to pay any premiums.

(I) Subcontractors. Notwithstanding the other provisions of this Section, the amount of coverage contracted to be provided by subcontractors shall be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Developer shall provide (or shall contract with contractors to provide) copies of insurance certificates to the La Porte Authority.

(J) Proof of Insurance. Promptly after the execution of this Agreement and from time to time during the term of this Agreement at the request of the La Porte Authority, Developer shall furnish the La Porte Authority with certificates of insurance maintained by Developer in accordance with this Section. If requested in writing by the La Porte Authority, Developer shall furnish the City with certified copies of Developer's actual insurance policies. If Developer does not comply with the requirements of this Section, the La Porte Authority, at its sole discretion, may (1) suspend performance by the La Porte Authority hereunder and begin procedures to terminate this Agreement for default or (2) purchase the required insurance with La Porte Authority or La Porte Zone funds and deduct the cost of the premiums from amounts due to Developer under this Agreement. The La Porte Authority shall never waive or be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

## **7.2 Indemnification and Release.**

DEVELOPER SHALL DEFEND, INDEMNIFY, AND HOLD THE LA PORTE AUTHORITY, THE CITY AND THE LA PORTE ZONE, THEIR AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, THE "INDEMNIFIED PERSONS") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

(A) DEVELOPER'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY, "DEVELOPER'S") ACTUAL OR ALLEGED SOLE AND/OR CONCURRENT NEGLIGENCE OR INTENTIONAL ACTS;;

(B) THE INDEMNIFIED PERSONS' AND DEVELOPER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE AND/OR GROSS NEGLIGENCE, WHETHER DEVELOPER IS IMMUNE FROM LIABILITY OR NOT; AND

(C) THE INDEMNIFIED PERSONS' AND DEVELOPER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER DEVELOPER IS IMMUNE FROM LIABILITY OR NOT.

IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO THAT THE INDEMNIFICATION PROVIDED FOR IN THIS SECTION IS AN INDEMNITY BY THE DEVELOPER TO INDEMNIFY AND PROTECT THE INDEMNIFIED PERSONS FROM THE CONSEQUENCES OF THE INDEMNIFIED PERSONS' OWN NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE RESULTING INJURY, DEATH OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE THE INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE INDEMNIFIED PERSONS UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY.

THE INDEMNITY PROVIDED FOR IN THIS SECTION 7.2 SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

If an Indemnified Person or Developer receives notice of any claim or circumstance which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30-days. The notice must include a description of the indemnification event in reasonable detail, the basis on which indemnification may be due, and the anticipated amount of the indemnified loss. This notice shall not estop or prevent an Indemnified Person from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If an Indemnified Person does not provide this notice within the 30-day period, it does not waive any right to indemnification except to the extent that Developer is prejudiced, suffers loss, or incurs expense because of the delay.

For those matters for which the Developer has the obligation to defend an Indemnified Person pursuant to this Section 7.2, Developer shall assume the defense of the claim at its own expense with counsel chosen by it that is on the approved list established by the Texas Municipal League or that is otherwise approved by the City. Within 10 days after receiving written notice of the indemnification request, Developer shall advise the Indemnified Person as to the chosen counsel. If Developer does not properly notify the Indemnified Persons as required above, the Indemnified Person shall assume and control the defense, and all defense expenses actually incurred by it shall constitute an indemnified loss, which must be paid by the Developer within thirty (30) days of receipt of an invoice from an Indemnified Person. Such indemnified loss shall

bear interest at the rate, but not the time, established in Section 6.1 (F) from the due date noted in the invoice until the date of payment. Should the Developer fail to timely pay such amount, the La Porte Authority may, in its sole discretion, withhold the amount due, including accrued interest, from future Contract Progress Payments.

If Developer defends a claim against any Indemnified Person, the Indemnified Person may retain separate counsel at the sole cost and expense of such Indemnified Person to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Developer may not settle the claim without the consent or agreement of the Indemnified Person, unless such settlement is at no cost to the Indemnified Person and no judgment is entered against any Indemnified Person.

**DEVELOPER RELEASES EACH INDEMNIFIED PERSON FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE INDEMNIFIED PERSON'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE INDEMNIFIED PERSON'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY; PROVIDED, HOWEVER, THIS RELEASE SHALL HAVE NO APPLICATION TO AN INDEMNIFIED PERSON'S FAILURE TO PAY MONIES OWED PURSUANT TO THIS AGREEMENT.**

**FROM AND AFTER THE DATE OF THIS AGREEMENT, DEVELOPER SHALL REQUIRE ALL CONTRACTORS ENGAGED BY IT TO CONSTRUCT PUBLIC IMPROVEMENTS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE INDEMNIFIED PERSONS TO THE SAME EXTENT AND IN THE SAME FORM AS ITS RELEASE OF AND INDEMNITY TO THE INDEMNIFIED PERSONS HEREUNDER.**

**THE DEVELOPER SHALL REQUIRE ALL GENERAL CONTRACTORS TO POST PAYMENT AND PERFORMANCE BONDS IN THE AMOUNT OF THE PROJECT COST AND ONE YEAR MAINTENANCE BONDS AS DEEMED APPROPRIATE BY THE LA PORTE AUTHORITY.**

## **ARTICLE 8**

### **DEFAULT**

#### **8.1 Default.**

(A) If the La Porte Authority or the La Porte Zone does not perform its obligations hereunder in compliance with this Agreement in all material respects, in addition to the other rights given the Developer under this Agreement, the Developer may enforce specific performance of this Agreement for any such default if such default is not cured or is not commenced and diligently pursued within thirty (90) days after receipt by the La Porte Authority and the La Porte Zone of a written notice detailing the event of default. Failure of a project to generate sufficient tax increment increase to repay

Developer Advances is not a default on the part of the La Porte Authority or the La Porte Zone.

(B) In the event the Developer completes the Public Improvements and the Project but does not otherwise perform its obligations hereunder as provided in Article 4 in compliance with this Agreement, in addition to the other rights and remedies the La Porte Authority and the La Porte Zone may have under this Agreement or in law or equity, the La Porte Authority and/or the La Porte Zone may enforce specific performance or seek actual damages incurred for any such default if such default is not cured within thirty (30) days after receipt by Developer of a written notice of default or such cure is not commenced within ten (10) days after receipt by Developer of a written notice of default and thereafter diligently prosecuted to completion as determined in the discretion of the La Porte Authority.

## **ARTICLE 9**

### **GENERAL**

9.1 Inspections, Audits. The Developer agrees to keep such operating records relating to the Public Improvements as may be required by the La Porte Authority, or by state and federal law or regulation for a period not to exceed four (4) years after completion unless otherwise required by law. The Developer shall allow the La Porte Authority and the La Porte Zone access to documents and records in the Developer's possession, custody or control that the La Porte Authority deems necessary to assist the La Porte Authority in determining the Developer's compliance with this Agreement.

9.2 Developer Operations and Employees. No personnel supplied or used by the Developer in the performance of this Agreement shall be deemed employees, agents or contractors of the La Porte Authority, the La Porte Zone or the City for any purpose whatsoever. The Developer shall be solely responsible for the compensation of all such personnel, for withholding of income, social security and other payroll taxes and for the coverage of all worker's compensation benefits. Under no circumstance shall the La Porte Authority, the La Porte Zone, or the City be deemed responsible for compensation of the above.

9.3 Personal Liability of Public Officials. To the extent not limited by State law, no director, officer, employee or agent of the La Porte Zone or the La Porte Authority, and no officer, employee or agent of the City, shall be personally responsible for any liability arising under or growing out of the Agreement.

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

**CITY**

City Manager  
City of La Porte  
604 West Fairmont Parkway  
La Porte, Texas 77571  
FAX: 281-842-1259

with a copy to:

City Attorney  
City of La Porte  
604 West Fairmont Parkway  
La Porte, Texas 77571  
FAX: (281) 471-2047

**LA PORTE ZONE**

Reinvestment Zone Number One, City of La Porte,  
c/o City of La Porte  
604 West Fairmont Parkway  
La Porte, Texas 77571  
Attn: John Joerns  
FAX: (281) 471-2047

**LA PORTE AUTHORITY**

La Porte Redevelopment Authority  
c/o City of La Porte  
604 West Fairmont Parkway  
La Porte, Texas 77571  
Attn: John Joerns  
FAX: (281) 471-2047

**DEVELOPER**

Retreat at Bay Forest LP  
16000 Memorial Drive #100  
Houston, Texas 77079  
FAX: (713) 910-1111  
Attn: Donald J. Meeks

Each party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by, the City, the La Porte Zone, the La Porte Authority or the Developer, as the case may be.

9.5 Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the La Porte Zone, the

La Porte Authority and the Developer. No course of dealing on the part of the Developer, nor any failure or delay by the Developer with respect to exercising any right, power or privilege of the Developer under this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section.

9.6 Successors and Assigns. All covenants and agreements contained by or on behalf of the La Porte Authority and the La Porte Zone in this Agreement shall bind their successors and assigns and shall inure to the benefit of the Developer and its successors and assigns. The La Porte Authority and the La Porte Zone may assign its rights and obligations under this Agreement or any interest herein, with the prior written consent of the Developer. The Developer may sell or otherwise transfer the Project with the prior written consent of the La Porte Authority and the La Porte Zone. Provided, however, any such purchaser or assignee must specifically assume all of the obligations of the Developer hereunder; notwithstanding, if the Developer is in compliance with this Agreement prior to the assignment, the Developer may retain the right to be reimbursed for actual costs of Project Costs, which are then accrued and vested in the Developer. If such assignment of the obligations by the Developer hereunder is effective, the Developer shall be deemed released from such obligations. If any assignment of the obligations by the Developer hereunder is deemed ineffective or invalid, the Developer shall remain liable hereunder. Nothing in this section shall be construed so as to prevent the Developer from selling any portion of the Project for which a final plat has been approved and recorded in the records of the county clerk.

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

9.8 Construction. 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.

9.9 Venue. All parties hereby irrevocably agree that any legal proceeding arising out of or in connection with this Agreement shall only be brought in the District Courts of Harris County, Texas or in the United States District Court for the Southern District of Texas, in Houston, Texas.

9.10 Severability. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

9.11 No Third Party Beneficiaries. This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Parties hereto only.

9.12 Authority to Enter Contract. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations, or limited partnerships.

9.13 No Partnership. Nothing herein contained shall be construed or held to make the Parties hereto partners in the conduct of any business.

9.14 Entire Agreement. This written agreement represents the final agreement between the parties, unless later amended in writing and signed by the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

9.15 Ambiguities. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

9.16 Non-Waiver. Failure of either party hereto to insist on the strict performance of any of the agreements contained herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by an appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

9.17 Multiple Originals. It is understood and agreed that this Agreement may be executed in a number of identical counterparts each of which shall be deemed an original for all purposes.

9.18 Term. This Agreement shall be in force and effect from the date of execution hereof for a term expiring on the later of (i) December 31 in the year following Completion of the Public Improvements pursuant to Section 4.3 hereof or (ii) the date the Developer Advances have been repaid in full. It is expressly understood and agreed that Section 7.2 shall not expire but shall remain in full force and effect regardless of the termination of this Agreement. If the La Porte Authority is dissolved, the La Porte Agreement requires that the City shall make satisfactory arrangements to provide for the payment of the obligations to the Developer of the La Porte Authority hereunder.

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

9.20 Additional Actions. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**REINVESTMENT ZONE NUMBER ONE,  
CITY OF LA PORTE**

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

ATTEST:

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

THE STATE OF TEXAS   §  
                                  §  
( COUNTY OF HARRIS   §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

(SEAL)

LA PORTE REDEVELOPMENT AUTHORITY

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

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

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

ATTEST:

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

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

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

THE STATE OF TEXAS     §

§

COUNTY OF HARRIS     §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

(SEAL)

**DEVELOPER**

RETREAT AT BAY FOREST LP, a Texas limited  
partnership

By: \_\_\_\_\_  
Donald J. Meeks

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HARRIS   §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

(SEAL)

EXHIBIT A  
**PROJECT SITE**  
(Property Description)

EXHIBIT B

THE TIRZ IMPROVEMENTS

|                         |       |    | Unit<br>Cost | Estimated<br>Cost    |
|-------------------------|-------|----|--------------|----------------------|
| <b>South</b>            |       |    |              |                      |
| 24" RCP                 | 14    | LF | \$ 70.00     | \$ 980.00            |
| 24" HDPE                | 37    | LF | \$ 36.00     | \$ 1,332.00          |
| Pilot Channel           | 324   | LF | \$ 26.66     | \$ 8,637.84          |
| Rip Rap                 | 10    | CY | \$ 40.00     | \$ 400.00            |
| Storm Sewer Manhole     | 1     | EA | \$ 2,000.00  | \$ 2,000.00          |
| Headwall                | 2     | EA | \$ 1,400.00  | \$ 2,800.00          |
| Concrete Apron          | 1     | SY | \$ 39.00     | \$ 9.00              |
| Excavation              | 3,936 | CY | \$ 5.00      | \$ 19,680.00         |
| Sanitary Sewer Manholes | 1     | EA | \$ 2,000.00  | \$ 2,000.00          |
|                         |       |    |              |                      |
| 8" Water Line           | 44    | LF | \$ 30.90     | \$ 1,359.60          |
| 8x8 Tap & Sleeve Valve  | 1     | EA | \$ 2,800.00  | \$ 2,800.00          |
| 16" Bore & Steel Casing | 66    | LF | \$ 360.00    | \$ 23,760.00         |
| <b>Sub Total</b>        |       |    |              | <b>\$ 65,788.44</b>  |
| <b>North</b>            |       |    |              |                      |
| Concrete Pavement       | 194   | SY | \$ 29.00     | \$ 5,626.00          |
| 6" Lime Subgrade        | 284   | SY | \$ 4.00      | \$ 1,136.00          |
| 6" Concrete Curb        | 30    | LF | \$ 2.40      | \$ 72.00             |
| 4' Concrete Walk        | 60    | SY | \$ 35.00     | \$ 2,100.00          |
| 18" RCP                 | 110   | LF | \$ 61.00     | \$ 6,710.00          |
| 24" RCP                 | 17    | LF | \$ 70.00     | \$ 1,190.00          |
| 24" HDPE                | 50    | LF | \$ 36.00     | \$ 1,800.00          |
| Pilot Channel           | 191   | LF | \$ 26.66     | \$ 5,092.06          |
| Storm Sewer Manhole     | 2     | EA | \$ 2,000.00  | \$ 4,000.00          |
| 18" Pipe End Treatments | 4     | EA | \$ 500.00    | \$ 2,000.00          |
| Headwall                | 2     | EA | \$ 1,400.00  | \$ 2,800.00          |
| Concrete Apron          | 1     | SY | \$ 39.00     | \$ 39.00             |
| Excavation              | 3,339 | CY | \$ 5.00      | \$ 16,695.00         |
| Sanitary Sewer Manholes | 1     | EA | \$ 2,000.00  | \$ 2,000.00          |
| 8" Sanitary Sewer Pipe  | 165   | LF | \$ 32.00     | \$ 5,280.00          |
| 8" Water Line           | 154   | LF | \$ 30.90     | \$ 4,758.60          |
| 8x8 Tap & Sleeve Valve  | 1     | EA | \$ 2,800.00  | \$ 2,800.00          |
| 16" Bore & Steel Casing | 54    | LF | \$ 360.00    | \$ 19,440.00         |
| <b>Sub Total</b>        |       |    |              | <b>\$ 83,538.66</b>  |
| Engineering             |       |    |              | <b>\$ 15,172.79</b>  |
| <b>Total</b>            |       |    |              | <b>\$ 164,499.89</b> |

## EXHIBIT C

### CERTIFICATE OF ADVANCE

This Certificate is issued under that certain Development Agreement (the "Development Agreement") by and between the La Porte Redevelopment Authority (the "Authority"), Reinvestment Zone Number One, City of La Porte (the "Zone"), and Retreat at Bay Forest LP ("Developer") dated \_\_\_\_\_, 2007. Capitalized terms used in this Certificate shall have the meaning provided for in the Development Agreement.

This Certificate evidences a Developer Advance under the Development Agreement in the amount of \$ \_\_\_\_\_ for the [describe the project category and nature of work completed].

Interest on the Developer Advance evidenced by this Certificate shall accrue at the prime rate of JPMorgan Chase Bank as described in the Development Agreement for the period described in 6.1(B) of the Development Agreement and shall be payable in accordance with the Development Agreement.

By Developer's execution of this Certificate, Developer represents that it has made the expenditures and completed the work described in this Certificate. Copies of the relevant invoices and other appropriate documentation are attached to this Certificate.

By the Authority's execution of this Certificate, the Authority indicates its approval of the expenditures and work described in this Certificate and its approval of the matters set forth in this Certificate and recognizes its obligation to repay such Developer Advance together with interest pursuant to the Development Agreement.

AGREED TO this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**LA PORTE  
REDEVELOPMENT AUTHORITY**

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

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

Title: Chairman Board of Directors

ATTEST:

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

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

Title: Secretary, Board of Directors

THE STATE OF TEXAS   §

§

COUNTY OF HARRIS   §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

(SEAL)

**REINVESTMENT ZONE NUMBER ONE,  
CITY OF LA PORTE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairman Board of Directors

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Secretary, Board of Directors

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HARRIS   §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

(SEAL)

**DEVELOPER**

RETREAT AT BAY FOREST LP, a Texas limited  
partnership

By: \_\_\_\_\_  
Donald J. Meeks

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HARRIS   §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

(SEAL)

LA PORTE REDEVELOPMENT AUTHORITY,  
CITY OF LA PORTE, TEXAS

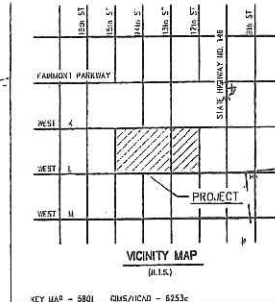
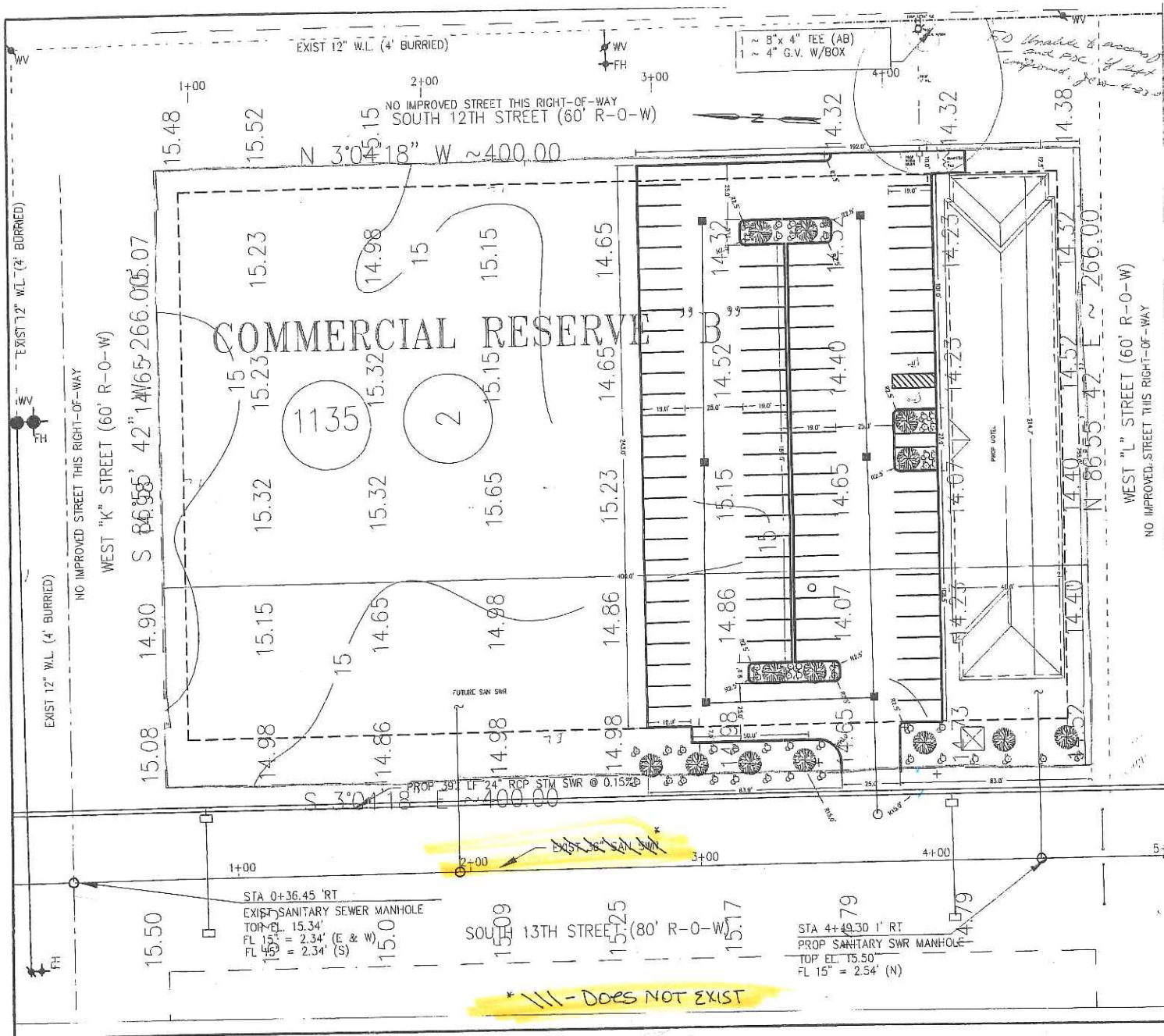
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**AGENDA MEMORANDUM**

TO: La Porte Redevelopment Authority Board of Directors  
FROM: Executive Director  
DATE: July 11, 2007  
SUBJECT: Agenda Item Materials

---

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



**DEFLECTION**  
10 RE DEFLECTED

**BENCHMARK**  
L.P.S. #3 - Elevation 14.13

**FLOOD STATEMENT**  
This project is not in a flood zone and is not within the 100-year Flood Plain according to the FEMA Map (4807070200). Revised December 1, 1998.

**SITE PLAN ACCURACY CERTIFICATE**  
I, D. Spencer Carnes, P.E., do hereby certify that the data of this plan is accurate to the best of my knowledge and belief, and I am not aware of any facts or circumstances which would render this plan inaccurate or misleading. I am not aware of any facts or circumstances which would render this plan inaccurate or misleading. I am not aware of any facts or circumstances which would render this plan inaccurate or misleading.

**CITY APPROVING AUTHORITY CERTIFICATE**  
This is to certify that the City of La Porte, Texas, has approved this site plan and development, and that the City of La Porte, Texas, has approved this site plan and development, and that the City of La Porte, Texas, has approved this site plan and development.

Director, Planning Department

**PARKING CALCULATIONS**

BY SPENCER CARNES  
AS STANDARD SPACES REQUIRED  
2 STANDARD SPACES PROVIDED  
ALL PARKING AREAS ARE YIELD TO THE STANDARD OF 1000 SQ. FT.

**LANDSCAPING LEGEND**

Trees to be used are 12\"/>

**NAME OF DEVELOPMENT:** CANDLEWOOD SUITES

**TYPE OF DEVELOPMENT:** MOTEL

**ADDRESS:** SOUTH THIRTEENTH STREET

**LEGAL DESCRIPTION:** HOME PORTE SUBDIVISION COMMERCIAL RESERVE "D" JOHNSON HUNTER SURVEY, A-35

**AREA:** 73,412.34 SQ. FT. ~ 1.665 AC.

**OWNER:** SAM GHANDI

**DEVELOPER:** CANDLEWOOD SUITES

**SCALE:** 1"=20'

**ENGINEER:** D. SPENCER CARNES, P.E.

**CARNES ENGINEERING, INC.**  
12210 L.H. 16 EAST  
NATIONAL TRAIL  
SUITE 100  
LA PORTE, TEXAS 77571  
(409) 336-4300 (409) 336-4301 FAX  
SPENCER@CARNES-INC.COM  
WWW.CARNES-ENGINEERING.COM

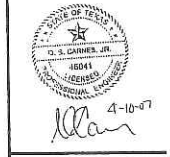
**CANDLEWOOD SUITES**  
LA PORTE, TEXAS 77571  
**COMMERCIAL SITE IMPROVEMENTS**  
SOUTH THIRTEENTH STREET  
BLOCK 1146  
LA PORTE, TEXAS  
HARRIS COUNTY

**SITE PLAN**

**REVISIONS:**

|              |          |     |
|--------------|----------|-----|
| REVISION NO. | DATE     | BY  |
| 1            | 03-31-07 | SPC |
| 2            | 04-10-07 | SPC |

**DESIGNED BY:** D. SPENCER CARNES, P.E.  
**CHECKED BY:** S.C.



**DRAWING NUMBER**  
OF

*Revised*

FAIRMONT PARKWAY

1"=300'

"K" STREET

SOUTH 16th STREET

HWY. 146

PROP. 24"  
(NEEDS 24")

"L" STREET

PROP. 36"  
(NEEDS 24")  
435 LF

"M" STREET

PROP. 48"  
(NEEDS 24")  
30 LF

EXIST. DETENTION POND

TOTAL DRAINAGE AREA = 19.50 ACRES

TIME OF CONCENTRATION = 26.87 MIN.

I3 = 3.64 IN/HOUR

I100 = 6.81 IN/HOUR

Q3 = 46.14 CFS

Q100 = 86.32 CFS

REQUIRED DETENTION = 10.73 ACRE-Feet

TIRZ EXHIBIT #1  
STORM SEWER



FAIRMONT PARKWAY

1"=300'

"K" STREET

PROP. 12"  
(NEEDS 8")  
400 LF

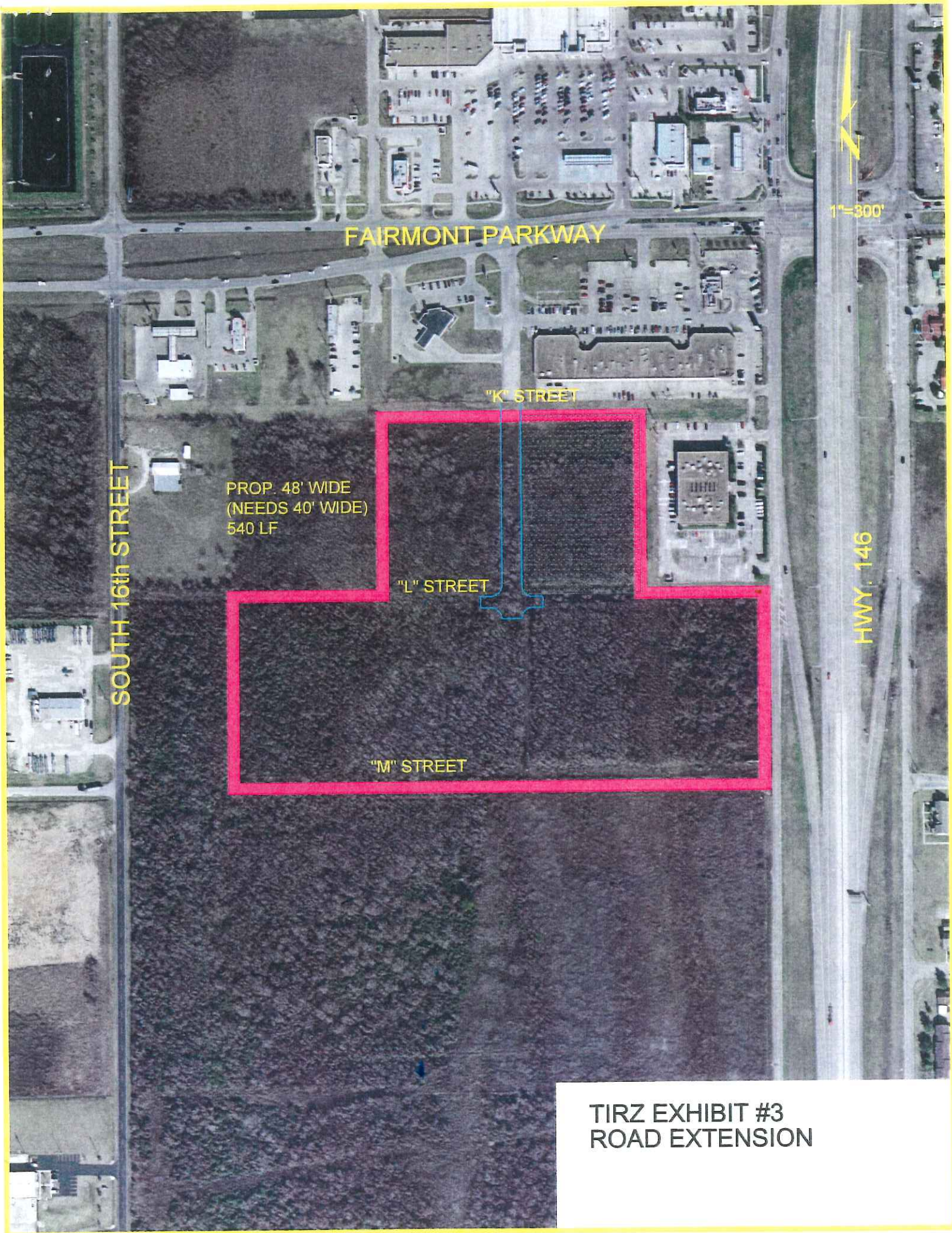
"L" STREET

HWY. 146

"M" STREET

TOTAL PROJECT AREA = 21.43 ACRES  
SEWER RATE = 5,000 GAL/ACRE  
SEWER PRODUCED = 107,150 GAL/DAY=0.17 CFS  
USE FACTOR OF "4" TO DESIGN SEWER  
DESIGN RATE = 0.66 CFS  
DESIGN @ 50% CAPACITY

TIRZ EXHIBIT #2  
SANITARY SEWER



TIRZ EXHIBIT #3  
ROAD EXTENSION



**GOLDSTON ENGINEERING, INC.**

210 South Carancahua • P.O. Box 2886  
Corpus Christi, TX 78403-2886

Phone (361) 888-8100 • Fax (361) 888-8600  
e-mail: gei@goldstonengr.com

July 16, 2007

A05034-01

Mr. Donald J. Meeks, Jr.  
Meeks & Partners  
16000 Memorial Drive, Suite 100  
Houston, TX 77079

**RE: Retreat at Bay Forest North and South Subdivision Engineering Synopsis**

Dear Don:

The following **timeline and synopsis** of engineering services provided to you by Goldston Engineering Inc. is provided per our telephone discussion last week:

**April 26, 2006** - Final construction plans submitted to the City of La Porte, TX (City) per platting requirements of City. Subdivision public infrastructure plans complete and approved by the City of La Porte, TX.

**October 25, 2006** - Revised plan submission with 100-year overflow analysis submitted to the City for municipal approval. Plan revision included stream flow analysis/conveyance capacity of and proposed improvements to drainage channel between the two subdivisions per directive of Harris County Flood Control District (HCFCD) to City.

**January 8, 2007** - HEC RAS analysis submitted to City and HCFCD that demonstrated adequacy of proposed detention and stream conveyance per directive of HCFCD to City.

**January 22, 2007** - Revised the previous HEC-RAS analysis incorporating minimum detention criteria of HCFCD that provides excess detention capacity per directive of HCFCD to City and consultant.

**February 21, 2007** - Submitted revised subdivision public infrastructure plans and final plats to City based upon revised detention analysis sent to HCFCD on January 22, 2007.

**March 15, 2007** - City approved revised subdivision public infrastructure plans and final plats.

**April 13, 2007** - HCFCD accepted and approved HEC-RAS report and released Express Review Sheet approval.

Mr. Don Meeks  
July 16, 2007  
Page 2


The invoices (listed below) for the period beginning in May 2006 to the present are directly related to engineering analysis, plat and plan revisions in order to secure HCFC release and City acceptance as explained above:

| Invoice Date      | Invoice Number | Period of Service | Invoice Amount |
|-------------------|----------------|-------------------|----------------|
| July 24, 2006     | 13963          | 5/26-6/25/07      | \$2,325.34     |
| October 16, 2006  | 14090          | 8/26-9/25/06      | \$332.50       |
| November 10, 2006 | 14147          | 9/26-11/25/06     | \$15,491.89    |
| December 20, 2006 | 14208          | 10/26-11/25/06    | \$289.10       |
| January 19, 2007  | 14237          | 11/26-12/31/06    | \$2,676.00     |
| February 8, 2007  | 14273          | 01/01-01/25/07    | \$6,375.80     |
| March 20, 2007    | 14343          | 01/26-02/25/07    | \$2,628.15     |
| April 6, 2007     | 14375          | 02/26-03/25/07    | \$2,928.14     |
| May 1, 2007       | 14402          | 03/26-04/25/07    | \$1,540.40     |
| Total:            |                |                   | \$34,587.32    |

Please do not hesitate to call me if you have any questions. I hope the explanation provided in this letter assists you with your TIRZ reimbursement eligibility discussions.

Very truly yours,

GOLDSTON ENGINEERING, INC.

  
William J. Green, P.E.  
Engineering Manager

WJG/cp

**La Porte Redevelopment Authority**  
**Cash Flow Report as of July 11, 2007**

| <b>Operating Account</b>                             | <b>For</b>                | <b>Amount</b> | <b>Subtotal</b> | <b>Total</b>                |
|------------------------------------------------------|---------------------------|---------------|-----------------|-----------------------------|
| <b>Revenues, 2007</b>                                |                           |               |                 |                             |
| Wire transfer from City of La Porte                  | fund account              | \$ 986.35     |                 |                             |
| Wire transfer from City of La Porte                  | fund account              | \$ 180,113.08 |                 |                             |
| Deposit, 5/29/07 (see note below)                    | construction acct         | \$ 986.35     |                 |                             |
| Interest deposit, 5/31/07 (4.75%)                    |                           | \$ 186.11     |                 |                             |
| Interest deposit, 629/07 (4.75%)                     |                           | \$ 694.04     |                 |                             |
| Total, revenues                                      |                           |               |                 | \$ 182,965.93               |
| <b>Expenses</b>                                      |                           |               |                 |                             |
| Wire transaction fees                                | bank fees                 | \$ 13.00      |                 |                             |
| <i>Checks paid:</i>                                  |                           |               |                 |                             |
| #101 Hawes Hill Calderon LLP                         | admin: inv 2677           | \$ 3,500.00   |                 |                             |
| #102 La Porte RDA Construction Acct                  | xfer to construction acct | \$ 986.35     |                 |                             |
|                                                      |                           |               | \$ (4,499.35)   |                             |
| <i>Checks outstanding:</i>                           |                           |               |                 |                             |
| #103 La Porte RDA Construction Acct                  | correct deposit error     | \$ 986.35     | \$ (986.35)     |                             |
| <i>Checks submitted for approval:</i>                |                           |               |                 |                             |
| #104 Hawes Hill Calderon                             | admin + exp: inv 2691     | \$ 4,222.02   |                 |                             |
| #105 Hawes Hill Calderon                             | admin + exp: inv 2716     | \$ 2,261.83   |                 |                             |
|                                                      |                           |               | \$ (6,483.85)   |                             |
| Total, expenses                                      |                           |               |                 | \$ (11,969.55)              |
| <b>Fund balance, Operating Account as of 7/11/07</b> |                           |               |                 | <b><u>\$ 170,996.38</u></b> |

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

**La Porte Redevelopment Authority**  
**Cash Flow Report as of June 27, 2007**

| <b>Operating Account</b>                             | <b>For</b>                | <b>Amount</b> | <b>Subtotal</b> | <b>Total</b>         |
|------------------------------------------------------|---------------------------|---------------|-----------------|----------------------|
| <b>Revenues, 2007</b>                                |                           |               |                 |                      |
| Wire transfer from City of La Porte                  | fund account              | \$ 986.35     |                 |                      |
| Wire transfer from City of La Porte                  | fund account              | \$ 180,113.08 |                 |                      |
| Deposit, 5/29/07 (see note below)                    | construction acct         | \$ 986.35     |                 |                      |
| Interest deposit, 5/31/07 (4.75%)                    |                           | \$ 186.11     |                 |                      |
|                                                      |                           |               | \$ 182,271.89   |                      |
| <b>Expenses</b>                                      |                           |               |                 |                      |
| Wire transaction fees                                | bank fees                 | \$ 13.00      |                 |                      |
| <i>Checks paid:</i>                                  |                           |               |                 |                      |
| #101 Hawes Hill Calderon LLP                         | admin: inv 2677           | \$ 3,500.00   |                 |                      |
| #102 La Porte RDA Construction Acct                  | xfer to construction acct | \$ 986.35     |                 |                      |
|                                                      |                           |               | \$ 4,499.35     |                      |
| Checks submitted for approval                        |                           |               |                 |                      |
| #103 La Porte RDA Construction Acct                  | correct deposit error     | \$ 986.35     |                 |                      |
| #104 Hawes Hill Calderon                             | admin + exp: inv 2691     | \$ 4,222.02   |                 |                      |
|                                                      |                           |               | \$ 5,208.37     |                      |
| <b>Total, expenses</b>                               |                           |               |                 |                      |
| <b>Fund balance, Operating Account as of 6/27/07</b> |                           |               |                 | <b>\$ 172,564.17</b> |

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 6/29/2007

**Amegy Bank**

| CUSIP                                                                                                                               | Security Type             | Rate | Maturity  | Original Face         | Market Value        |
|-------------------------------------------------------------------------------------------------------------------------------------|---------------------------|------|-----------|-----------------------|---------------------|
| <b>Pledge Code: Ir002    Entity Name: LAPORTE REDEVMT AUTH OPERATION    Primary Bookkeeper: Susan Hill    Secondary Bookkeeper:</b> |                           |      |           |                       |                     |
| 31282R5Q3                                                                                                                           | FHLMC GOLD POOL, # M80855 | 4    | 10/1/2010 | \$5,000.00            | \$2,721.72          |
| 31282R5Q3                                                                                                                           | FHLMC GOLD POOL, # M80855 | 4    | 10/1/2010 | \$1,115,000.00        | \$606,942.91        |
| FDIC                                                                                                                                |                           |      |           | \$100,000.00          | \$100,000.00        |
| <b>Total Pledges: 3</b>                                                                                                             |                           |      |           | <b>\$1,220,000.00</b> | <b>\$709,664.63</b> |

**La Porte Redevelopment Authority**  
**Cash Flow Report as of July 11, 2007**

| <b>Construction Account</b>                             | <b>For</b>                    | <b>Amount</b> | <b>Subtotal</b> | <b>Total</b>                |
|---------------------------------------------------------|-------------------------------|---------------|-----------------|-----------------------------|
| <b>Revenues, 2007</b>                                   |                               |               |                 |                             |
| Wire transfer by City of La Porte                       | fund account                  | \$ 661,013.65 |                 |                             |
| Interest deposit, 5/31/07 (4.75%)                       |                               | \$ 1,204.30   |                 |                             |
| Interest deposit, 6/29/07 (4.75%)                       |                               | \$ 984.30     |                 |                             |
| Deposit pending, Check 103 from Operating Acct, 7/5/07  | correct deposit error         | \$ 986.35     |                 |                             |
|                                                         |                               |               | \$ 664,188.60   | \$ 664,188.60               |
| <b>Expenses</b>                                         |                               |               |                 |                             |
| Wire transaction fees                                   | bank fees                     | \$ 6.50       |                 |                             |
| <i>Checks paid:</i>                                     |                               |               |                 |                             |
| #101 65 La Porte Ltd. & ION Design Group LLC            | offsite utilities             | \$ 60,067.70  |                 |                             |
| #102 65 La Porte Ltd. & Angel Brothers ...              | offsite utilities             | \$ 350,025.48 |                 |                             |
|                                                         |                               |               | \$ (410,099.68) |                             |
| <i>Checks submitted for approval</i>                    |                               |               |                 |                             |
| #103 65 La Porte Ltd. & Angel Brothers                  | Pay Req #4, offsite utilities | \$ 23,765.93  |                 |                             |
|                                                         |                               |               | \$ (23,765.93)  |                             |
| <b>Total, expenses</b>                                  |                               |               |                 | \$ (433,865.61)             |
| <b>Fund balance, Construction Account as of July 11</b> |                               |               |                 | <b><u>\$ 230,322.99</u></b> |

**La Porte Redevelopment Authority**  
**Cash Flow Report as of June 27, 2007**

| <b>Construction Account</b>                             | <b>For</b>                    | <b>Amount</b> | <b>Subtotal</b>     | <b>Total</b>         |
|---------------------------------------------------------|-------------------------------|---------------|---------------------|----------------------|
| <b>Revenues, 2007</b>                                   |                               |               |                     |                      |
| Wire transfer by City of La Porte                       | fund account                  | \$ 661,013.65 |                     |                      |
| Interest deposit, 5/31/07 (4.75%)                       |                               | \$ 1,204.30   |                     |                      |
| Deposit pending, Check 103 from Operating Acct, 6/28/07 | correct deposit error         | \$ 986.35     |                     |                      |
|                                                         |                               |               | \$ 663,204.30       |                      |
| <b>Expenses</b>                                         |                               |               |                     |                      |
| Wire transaction fees                                   | bank fees                     | \$ 6.50       |                     |                      |
| <i>Checks outstanding:</i>                              |                               |               |                     |                      |
| #101 65 La Porte Ltd. & ION Design Group LLC            | offsite utilities             | \$ 60,067.70  |                     |                      |
| #102 65 La Porte Ltd. & Angel Brothers ...              | offsite utilities             | \$ 350,925.48 |                     |                      |
|                                                         |                               |               | \$ 410,999.68       |                      |
| Checks submitted for approval                           |                               |               |                     |                      |
| #103 65 La Porte Ltd. & Angel Brothers                  | Pay Req #4, offsite utilities | \$ 23,765.93  |                     |                      |
| <b>Total, expenses</b>                                  |                               |               | <b>\$ 23,765.93</b> |                      |
| <b>Fund balance, Construction Account as of 6/27/07</b> |                               |               |                     | <b>\$ 228,438.69</b> |

# Pledged Securities Report as of 6/29/2007

**AmegyBank**

| CUSIP                                                                                                                                                                    | Security Type            | Rate | Maturity  | Original Face | Market Value |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|------|-----------|---------------|--------------|
| <div> <div>Pledge Code: Ir001</div> <div>Entity Name: Laporte Redevmt Auth Const</div> <div>Primary Bookkeeper: Susan Hill</div> <div>Secondary Bookkeeper:</div> </div> |                          |      |           |               |              |
| 31282R5Q3                                                                                                                                                                | FHLMC GOLD POOL # M80855 | 4    | 10/1/2010 | \$180,000.00  | \$97,981.81  |
| FDIC                                                                                                                                                                     |                          |      |           | \$100,000.00  | \$100,000.00 |
| Total Pledges: 2                                                                                                                                                         |                          |      |           | \$280,000.00  | \$197,981.81 |

# INVOICES

HAWES HILL CALDERON  
LLP



P.O. Box 22167  
Houston TX 77227-2167

Invoice

Bill To:

FIRZ - La Porte # 1  
504 W. Fairmont Pkwy.  
La Porte, TX 77571

Invoice #: 00002691  
Date: 7/1/2007

Page: 1

| DATE      | DESCRIPTION                                 | AMOUNT                   |
|-----------|---------------------------------------------|--------------------------|
|           | Project Management Services, June 2007      | \$2,000.00               |
| 6/27/2007 | Board of Directors Meeting                  | \$1,500.00               |
|           | Reimbursable expenses as follows:           |                          |
| 5/8/2007  | Hour Messenger per attachment               | \$42.90                  |
| 5/22/2007 | Hour Messenger per attachment               | \$9.90                   |
| 5/22/2007 | USPS per attachment                         | \$211.25                 |
|           | Mileage, R. Hill per attachment             | \$2.43                   |
|           | Mileage, D. Hawes per attachment (May)      | \$75.66                  |
|           | Mileage, D. Hawes 78 @ .485 per mile (June) | \$37.83                  |
|           | In- house copies 2131 @ .15 each            | \$319.65                 |
|           | Bindrs 20 @ 1.00 each                       | \$20.00                  |
|           | In- house postage                           | \$2.40                   |
|           |                                             | Sales Tax: \$0.00        |
|           |                                             | Total Amount: \$4,222.02 |
|           |                                             | Amount Applied: \$0.00   |
|           |                                             | Balance Due: \$4,222.02  |

Terms: C.O.D.

JSPS - Print Shipping Labels - Print Confirmation

<https://sss-web.usps.com/cns/printVerification.do>



Print Shipping Labels

Print Confirmation

Printer Friendly

Thank you for choosing the United States Postal Service®

Printed Domestic Labels

Transaction #: 90892437  
Total to be paid: \$146.25  
Labels Included: 9  
Print Date/Time: 5/22/07 3:40:19 PM CDT

|                                               |                 |                                         |                            |                     |
|-----------------------------------------------|-----------------|-----------------------------------------|----------------------------|---------------------|
| 1 of 9                                        | PEGGY ANTONE    | Ship Date: 05/22/07<br>Weight: 1lbs 0oz | Express Mail Flat Rate Env | \$16.25             |
| Express Mail® Label Number: EO 934 405 931 US |                 |                                         |                            | Label Total \$16.25 |
| 2 of 9                                        | DAVE TURNQUIST  | Ship Date: 05/22/07<br>Weight: 1lbs 0oz | Express Mail Flat Rate Env | \$16.25             |
| Express Mail® Label Number: EO 934 405 980 US |                 |                                         |                            | Label Total \$16.25 |
| 3 of 9                                        | ALTON PORTER    | Ship Date: 05/22/07<br>Weight: 1lbs 0oz | Express Mail Flat Rate Env | \$16.25             |
| Express Mail® Label Number: EO 934 405 959 US |                 |                                         |                            | Label Total \$16.25 |
| 4 of 9                                        | HORACE LEOPARD  | Ship Date: 05/22/07<br>Weight: 1lbs 0oz | Express Mail Flat Rate Env | \$16.25             |
| Express Mail® Label Number: EO 934 406 000 US |                 |                                         |                            | Label Total \$16.25 |
| 5 of 9                                        | DOUG MARTIN     | Ship Date: 05/22/07<br>Weight: 1lbs 0oz | Express Mail Flat Rate Env | \$16.25             |
| Express Mail® Label Number: EO 934 405 945 US |                 |                                         |                            | Label Total \$16.25 |
| 6 of 9                                        | J. J. MEZA      | Ship Date: 05/22/07<br>Weight: 1lbs 0oz | Express Mail Flat Rate Env | \$16.25             |
| Express Mail® Label Number: EO 934 405 993 US |                 |                                         |                            | Label Total \$16.25 |
| 7 of 9                                        | DR. MICHAEL SAY | Ship Date: 05/22/07<br>Weight: 1lbs 0oz | Express Mail Flat Rate Env | \$16.25             |
| Express Mail® Label Number: EO 934 405 962 US |                 |                                         |                            | Label Total \$16.25 |

NOT THIS ONE

8 of 9 CHESTER POOL

Ship Date: 05/22/07  
Weight: 1lbs 0oz

Express Mail Flat Rate Env \$16.25

Label Total \$16.25

Express Mail® Label Number: EO 934 405 976 US

9 of 9 LINDSAY PFEIFFER

Ship Date: 05/22/07  
Weight: 1lbs 0oz

Express Mail Flat Rate Env \$16.25

Label Total \$16.25

Express Mail® Label Number: EO 934 405 928 US

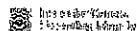
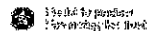
Domestic Order Total: \$0.00

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Request a free package pickup from your carrier.

[Request Carrier Pickup >](#)[Create New Label >](#)Customs forms and shipping supplies are available from your local Post Office or can be [ordered online](#).Save time online - [Order a Scale](#) | [Order Self-Adhesive Labels](#) | [Order Free Shipping Supplies](#) |Refer to your [Shipping History](#) for all paid labels printed within the last 6 months.[Site Map](#) [Contact Us](#) [Forms](#) [Gov't Services](#) [Jobs](#) [Privacy Policy](#) [Terms of Use](#) [National & Premier Accounts](#)

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## Print Shipping Labels

## Print Confirmation

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## Printed Domestic Labels

Transaction #: 90893831

Total to be paid: \$81.25

Labels included: 5

Print Date/Time: 5/22/07 3:49:47 PM CDT

1 of 5 JOHN JOERNS

Ship Date: 05/22/07  
Weight: 1lbs 0oz

Express Mail Flat Rate Env \$16.25

Label Total \$16.25

Express Mail® Label Number: EO 934 407 226 US

2 of 5 JOHN JOERNS

Ship Date: 05/22/07  
Weight: 1lbs 0oz

Express Mail Flat Rate Env \$16.25

Label Total \$16.25

Express Mail® Label Number: EO 934 407 190 US

3 of 5 JOHN JOERNS

Ship Date: 05/22/07  
Weight: 1lbs 0oz

Express Mail Flat Rate Env \$16.25

Label Total \$16.25

Express Mail® Label Number: EO 934 407 209 US

4 of 5 JOHN JOERNS

Ship Date: 05/22/07  
Weight: 1lbs 0oz

Express Mail Flat Rate Env \$16.25

Label Total \$16.25

Express Mail® Label Number: EO 934 407 186 US

5 of 5 JOHN JOERNS

Ship Date: 05/22/07  
Weight: 1lbs 0oz

Express Mail Flat Rate Env \$16.25

Label Total \$16.25

Express Mail® Label Number: EO 934 407 212 US

Domestic Order Total: \$0.00

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Request a free package pickup from your carrier.

[Request Carrier Pickup >](#)[Create New Label >](#)Customs forms and shipping supplies are available from your local Post Office or can be [ordered online](#).Save time online - [Order a Scale](#) | [Order Self-Adhesive Labels](#) | [Order Free Shipping Supplies](#) |Refer to your [Shipping History](#) for all paid labels printed within the last 6 months.



PAYMENTS ALSO ACCEPTED BY:  
AMERICAN EXPRESS, MASTERCARD,  
VISA OR ELECTRONIC WIRE  
TRANSFERS

281-497-2218

| CUSTOMER<br>ACCOUNT NO. | INVOICE<br>NUMBER | INVOICE<br>DATE |
|-------------------------|-------------------|-----------------|
| 102750                  | 20282             | 05/31/07        |

HAWES HILL CALDERON  
2500 TANGLEWILDE STE 260-N  
HOUSTON TX 77063



PAYMENTS ALSO ACCEPTED BY:  
AMERICAN EXPRESS, MASTERCARD,  
VISA OR ELECTRONIC WIRE  
TRANSFERS

281-497-2218

| CUSTOMER<br>ACCOUNT NO. | INVOICE<br>NUMBER | INVOICE<br>DATE |
|-------------------------|-------------------|-----------------|
| 102750                  | 20282             | 05/31/07        |

HAWES HILL CALDERON  
2500 TANGLEWILDE STE 260-N

BALANCE DUE UPON RECEIPT.  
AFTER 06/15/07, PAY \$107.60



PAYMENTS ALSO ACCEPTED BY:  
AMERICAN EXPRESS, MASTERCARD,  
VISA OR ELECTRONIC WIRE  
TRANSFERS

281-497-2218

| CUSTOMER<br>ACCOUNT NO. | INVOICE<br>NUMBER | INVOICE<br>DATE |
|-------------------------|-------------------|-----------------|
| 102750                  | 19818             | 05/18/07        |

HAWES HILL CALDERON  
2500 TANGLEWILDE STE 260-N  
HOUSTON TX 77063



PAYMENTS ALSO ACCEPTED BY:  
AMERICAN EXPRESS, MASTERCARD,  
VISA OR ELECTRONIC WIRE  
TRANSFERS

281-497-2218

| CUSTOMER<br>ACCOUNT NO. | INVOICE<br>NUMBER | INVOICE<br>DATE |
|-------------------------|-------------------|-----------------|
| 102750                  | 19818             | 05/18/07        |

HAWES HILL CALDERON  
2500 TANGLEWILDE STE 260-N

BALANCE DUE UPON RECEIPT.  
AFTER 06/02/07, PAY \$585.20

| DELIVERY<br>DATE | TICKET NUMBER       | AMOUNT |
|------------------|---------------------|--------|
| 05/17/07         | 104893 MO CITY      | 14.85  |
| 05/22/07         | 105336 LAPORT       | 9.90   |
| 05/23/07         | 105457 ADMIN        | 14.85  |
| 05/25/07         | 105712 SHARPSTOWN M | 14.85  |
| 05/25/07         | 105714 SHARPSTOWN M | 11.00  |
| 05/25/07         | 105716 SHARPSTOWN M | 12.65  |
| 05/25/07         | 105718 SHARPSTOWN M | 11.00  |
| 05/25/07         | 105723 SHARPSTOWN M | 11.00  |

| DELIVERY<br>DATE | TICKET NUMBER       | AMOUNT |
|------------------|---------------------|--------|
| 05/17/07         | 104893 MO CITY      | 14.85  |
| 05/22/07         | 105336 LAPORT       | 9.90   |
| 05/23/07         | 105457 ADMIN        | 14.85  |
| 05/25/07         | 105712 SHARPSTOWN M | 14.85  |
| 05/25/07         | 105714 SHARPSTOWN M | 11.00  |
| 05/25/07         | 105716 SHARPSTOWN M | 12.65  |
| 05/25/07         | 105718 SHARPSTOWN M | 11.00  |
| 05/25/07         | 105723 SHARPSTOWN M | 11.00  |

| DELIVERY<br>DATE | TICKET NUMBER       | AMOUNT |
|------------------|---------------------|--------|
| 05/02/07         | 103356 TIRZ 20      | 11.00  |
| 05/02/07         | 103357 TIRZ 20      | 14.85  |
| 05/02/07         | 103359 TIRZ 20      | 14.85  |
| 05/02/07         | 103361 TIRZ 20      | 14.85  |
| 05/02/07         | 103362 TIRZ 20      | 11.00  |
| 05/02/07         | 103363 TIRZ 20      | 11.00  |
| 05/02/07         | 103364 TIRZ 20      | 14.85  |
| 05/02/07         | 103366 TIRZ 20      | 42.90  |
| 05/02/07         | 103368 TIRZ 20      | 12.65  |
| 05/02/07         | 103369 TIRZ 20      | 11.00  |
| 05/02/07         | 103370 TIRZ 20      | 14.85  |
| 05/02/07         | 103372 TIRZ 20      | 11.00  |
| 05/02/07         | 103373 TIRZ 20      | 14.85  |
| 05/04/07         | 103638 ST GEORGE    | 38.80  |
| 05/04/07         | 103639 ST GEORGE    | 14.85  |
| 05/04/07         | 103640 ST GEORGE    | 12.65  |
| 05/07/07         | 103735 BRAYS OAKS   | 12.65  |
| X 05/08/07       | 103833 LA PORTE     | 42.90  |
| 05/09/07         | 103948 SPRING BRANC | 11.00  |
| 05/09/07         | 103949 SPRING BRANC | 12.65  |
| 05/09/07         | 103950 SPRING BRANC | 14.85  |
| 05/09/07         | 103952 SPRING BRANC | 12.65  |
| 05/09/07         | 103954 SPRING BRANC | 11.00  |
| 05/09/07         | 103955 SPRING BRANC | 12.65  |
| 05/09/07         | 103957 SPRING BRANC | 12.65  |
| 05/09/07         | 103958 SPRING BRANC | 11.00  |
| 05/09/07         | 103959 SPRING BRANC | 12.65  |
| 05/09/07         | 103960 SPRING BRANC | 12.65  |
| 05/09/07         | 103961 SPRING BRANC | 11.00  |
| 05/09/07         | 103962 SPRING BRANC | 12.65  |
| 05/09/07         | 103963 SPRING BRANC | 12.65  |
| 05/09/07         | 103965 SPRING BRANC | 14.85  |
| 05/09/07         | 103966 SPRING BRANC | 11.00  |
| 05/11/07         | 104280 E. ALDINE    | 42.90  |
| 05/11/07         | 104294 TIRZ 20      | 14.50  |
| 05/14/07         | 104393 LAKE HOUSTON | 13.20  |

| DELIVERY<br>DATE | TICKET NUMBER       | AMOUNT |
|------------------|---------------------|--------|
| 05/02/07         | 103356 TIRZ 20      | 11.00  |
| 05/02/07         | 103357 TIRZ 20      | 14.85  |
| 05/02/07         | 103359 TIRZ 20      | 14.85  |
| 05/02/07         | 103361 TIRZ 20      | 14.85  |
| 05/02/07         | 103362 TIRZ 20      | 11.00  |
| 05/02/07         | 103363 TIRZ 20      | 11.00  |
| 05/02/07         | 103364 TIRZ 20      | 14.85  |
| 05/02/07         | 103366 TIRZ 20      | 42.90  |
| 05/02/07         | 103368 TIRZ 20      | 12.65  |
| 05/02/07         | 103369 TIRZ 20      | 11.00  |
| 05/02/07         | 103370 TIRZ 20      | 14.85  |
| 05/02/07         | 103372 TIRZ 20      | 11.00  |
| 05/02/07         | 103373 TIRZ 20      | 14.85  |
| 05/04/07         | 103638 ST GEORGE    | 38.80  |
| 05/04/07         | 103639 ST GEORGE    | 14.85  |
| 05/04/07         | 103640 ST GEORGE    | 12.65  |
| 05/07/07         | 103735 BRAYS OAKS   | 12.65  |
| 05/08/07         | 103833 LA PORTE     | 42.90  |
| 05/09/07         | 103948 SPRING BRANC | 11.00  |
| 05/09/07         | 103949 SPRING BRANC | 12.65  |
| 05/09/07         | 103950 SPRING BRANC | 14.85  |
| 05/09/07         | 103952 SPRING BRANC | 12.65  |
| 05/09/07         | 103954 SPRING BRANC | 11.00  |
| 05/09/07         | 103955 SPRING BRANC | 12.65  |
| 05/09/07         | 103957 SPRING BRANC | 12.65  |
| 05/09/07         | 103958 SPRING BRANC | 11.00  |
| 05/09/07         | 103959 SPRING BRANC | 12.65  |
| 05/09/07         | 103960 SPRING BRANC | 12.65  |
| 05/09/07         | 103961 SPRING BRANC | 11.00  |
| 05/09/07         | 103962 SPRING BRANC | 12.65  |
| 05/09/07         | 103963 SPRING BRANC | 12.65  |
| 05/09/07         | 103965 SPRING BRANC | 14.85  |
| 05/09/07         | 103966 SPRING BRANC | 11.00  |
| 05/11/07         | 104280 E. ALDINE    | 42.90  |
| 05/11/07         | 104294 TIRZ 20      | 14.50  |
| 05/14/07         | 104393 LAKE HOUSTON | 13.20  |

Please return  
this portion with  
payment

11757 Katy Frwy.  
Suite 900  
Houston TX 77057

TOTAL DUE  
107.60

Please return  
this portion with  
payment

11757 Katy Frwy.  
Suite 900  
Houston TX 77057

TOTAL DUE  
107.60

Payable Upon Receipt  
Past Due  
After 1

11757 Katy Frwy.  
Suite 900  
on TX

TOTAL DUE  
70

Please return  
this portion with  
payment

11757 Katy Frwy.  
Suite 900  
Houston TX 77057

TOTAL DUE  
585.20

LA PORTE REDEVELOPMENT AUTHORITY  
 HAWES HILL CALDERON LLP  
 ROY HILL

EXPENSE DETAIL (LA PORTE TAX INCREMENT REINVESTMENT ZONE)

| DATE      | CLIENT # | VENDOR/DESCRIPTION                            | QTY | U PRICE | TOT. REIM | BILL |
|-----------|----------|-----------------------------------------------|-----|---------|-----------|------|
| 5/22/2007 | LA P     | Trip to post office to Express Mail board pk. | 5   | 0.485   | \$2.43    | YES  |
|           |          |                                               |     |         |           |      |
|           |          |                                               |     |         |           |      |
|           |          |                                               |     |         |           |      |
| TOTAL     |          |                                               |     |         | \$2.43    |      |

I certify that the above is true and correct to the best of my knowledge.

  
 Roy Hill

EXPENSE DETAIL (La Porte TIF01)

| DATE     | CLIENT NO. | VENDOR/DESCRIPTION                | QTY | U PRICE  | TOT REIM. | BILL |
|----------|------------|-----------------------------------|-----|----------|-----------|------|
| 05.17.07 | CLPTIF01   | Mileage to/from mtg. w/City Staff | 78  | \$ 0.485 | \$ 37.83  | Y    |
| 05.24.07 | CLPTIF01   | Mileage to/from mtg. w/Board      | 78  | \$ 0.485 | \$ 37.83  | Y    |
|          | CLPTIF01   |                                   |     | \$ 0.485 | \$ -      |      |
| TOTAL    |            |                                   |     |          | \$ 75.66  |      |

LAPORTE REDEVELOPMENT AUTHORITY  
2500 TANGLEWILDE ST STE 260  
HOUSTON, TX 77063

0102

Date May 24, 2007 95 1125/1130

Pay to the Order of La Porte Redevelopment Authority  
Construction Acct

\$ 986.35

Nine hundred eighty-six & 35/100 --- Dollars

Amegy Bank

Amegy Bank N.A.  
21225 9200  
www.amegy.com

Memo XFF Funds

⑆113011258⑆ 01020

3692175

AMEGY BANK N.A.

CHECKING DEPOSIT/CHEQUES DEPÓSITO

DEPOSITED CHECKS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL  
CHEQUES DEPOSITADOS PUEDEN NO ESTAR DISPONIBLES PARA RETIRO INMEDIATO

FOR DEPOSIT TO THE ACCOUNT OF/PARA DEPÓSITO A LA CUENTA DE

NAME/NOMBRE La Porte Redevelopment Authority  
Construction Acct

DATE/FECHA 5-29 20 07

ACKNOWLEDGE RECEIPT OF CASH RETURNED BY SIGNING ABOVE  
(PERSONAL ACCOUNTS/SOLE PROPRIETORSHIPS ONLY)

RECONOCIMIENTO DE EFECTIVO RECIBIDO AL FIRMAR EN LA LINEA

ACCOUNT NO./NO. DE CUENTA

0003692175

⑆113011258⑆

☒ CASH  
EFFECTIVO  
INCLUDING COIN  
INCLUYENDO MONEDA

CHEQUES  
0102  
OR TOTAL FROM BACK  
O EL TOTAL DEL REVERSO

SUB TOTAL

LESS CASH RECEIVED  
MENOS EFECTIVO  
RECIBIDA

NET DEPOSIT  
DEPÓSITO NETO

\$

986.35

986.35

12

BR-043-ABT (1/06)

Wrong acct #

## Invoice

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

Page: 1

| DATE       | CLIENT NO. | VENDOR/DESCRIPTION           | QTY | U PRICE  | TOT REIM. | BILL |
|------------|------------|------------------------------|-----|----------|-----------|------|
| 06.27.2007 | CLPTIF01   | Mileage to/from mtg. w/Board | 78  | \$ 0.485 | \$ 37.83  | Y    |
|            | CLPTIF01   |                              |     | \$ 0.485 | \$ -      |      |
|            | CLPTIF01   |                              |     | \$ 0.485 | \$ -      |      |
|            |            |                              |     | TOTAL    | \$ 37.83  |      |

| DATE | DESCRIPTION                                                                                                                                                                                 | AMOUNT     |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
|      | Project Management Services, July 2007<br>No charge for Board meeting, 7/18/2007 because TIRZ was billed in June for 6/27/2007 meeting which did not take place because of lack of a quorum | \$2,000.00 |
|      | Reimburable expenses as follows:                                                                                                                                                            |            |
|      | Mileage, D. Hawes per attachment                                                                                                                                                            | \$37.83    |
|      | In- house copies - 1360 @ .15 each                                                                                                                                                          | \$204.00   |
|      | Binders 20 @ \$1.00 each                                                                                                                                                                    | \$20.00    |
|      | Sales Tax:                                                                                                                                                                                  | \$0.00     |
|      | Total Amount:                                                                                                                                                                               | \$2,261.83 |
|      | Amount Applied:                                                                                                                                                                             | \$0.00     |
|      | Balance Due:                                                                                                                                                                                | \$2,261.83 |

Terms: C.O.D.

LA PORTE REDEVELOPMENT AUTHORITY,  
CITY OF LA PORTE, TEXAS

---

**AGENDA MEMORANDUM**

TO: La Porte Redevelopment Authority Board of Directors  
FROM: Executive Director  
DATE: July 11, 2007  
SUBJECT: Agenda Item Materials

---

8. Staff report and updates.

# City of La Porte

## Interoffice Memorandum



**To:** TIRZ / La Porte Redevelopment Board  
Mayor and Council

**From:** John Joerns, Interim City Manager

**cc:** David Hawes, Board Consultant  
Wayne Sabo, Director of Planning  
Norman Reed, Arete Real Estate Development

**Date:** June 20, 2007

**Subject:** ~Utility Extension Agreement (UEA) between the La Porte Redevelopment Authority, the TIRZ, 65 La Porte, LTD and City of La Porte  
~Development Agreement between the City of La Porte, La Porte Redevelopment Authority, and the TIRZ  
~Project: South La Porte Trunk Sewer

This memorandum to file is to clarify potential conflicts between the UEA, its supporting documentation and the Development Agreement.

The UEA between the parties listed above states that the applicant (65 La Porte, LTD) is responsible for expenses associated with securing easements for the project. The supporting documents and exhibits to that agreement are not clear on the expenses relating to the new easement dedications.

Although easements existed prior to the UEA, decisions were made with approval and input from the City of La Porte regarding final location and design of the trunk sewer. These decisions resulted in the additional expenses.

The City is funding this agreement and the subject expenses of \$9,000 are within my authority to approve for the City's expenditures.

Because of the design decisions made and approved by the City, I recommend the Authority and TIRZ Board approved the additional payment of \$9,000 for easement expenses and authorize payment in accordance with the UEA and the Development Agreement.

JJ/ml

## ***DAC Realty Group, Inc.***

***Commercial Real Estate Services***

***900 Town & Country Lane., Suite 330, Houston, Texas 77024***

***Phone: 713/973-2100, Fax: 713/973-2166, E-mail don@dacrealty.com***

---

**May 8, 2007**

Mr. John Joerns  
Interim City Manager  
City of LaPorte  
604 West Fairmont Parkway  
Laporte, Texas 77571

Re: TRIZ Reimbursement

Dear Mr. Joerns:

In reply to your letter dated May 1, 2007 and per your request, I have attached the following information that you requested.

1. **Color rendering** of what the project will look like when completed
2. **Site Data**: See the enclosed Site Data Sheet.
3. **Room Layout**
4. **Site Layout**: It shows the physical layout of the 83 Candlewood Inn & Suites (Candlewood is a division of Holiday Inn, Memphis, Tennessee.)
5. **Total Construction Costs** : Three Million Five Hundred Thousand Dollars (\$3,500,000) **Estimated Total Project Costs for Ad Valorem Value including land Costs**
6. **Road Construction to Start July 1, 2007 with completion scheduled for July 20<sup>th</sup> 2007** (47' wide 500' Long) will continue from where 13<sup>th</sup> Street currently stops at West "K" Street south to West "L" Street. All specifications are per City of La Porte. This Cost is approximately One Hundred and Ninety-Six Thousand Dollars (\$196,000). That includes all Engineering, Architecture, Surveying, Topographic Studies, Soil Tests and construction costs

7. **Building Construction** is scheduled to start August 1, 2007 with a completion date of April 15, 2008

8. **Motel Opening:** May 15<sup>th</sup>, 2008

9. **Mr. Ghandi's Construction/Development Resume**

LaQuinta Inns & Suites 120 Rooms (owns & operates)  
8710 Seawall Blvd.  
Galveston, Texas

Econo Lodge (66 Rooms) (owns & operates)  
3924 Ave U  
Galveston, Texas

Baymont Inn (90 Rooms) (Fee Developer)  
63<sup>rd</sup> & Seawall  
Galveston, Texas

Suburban Lodge (90 Rooms) (Fee Developer)  
7212 East Point  
Baytown, Texas

Holiday Inn Express (90 Rooms) Built 1999 Sold 2001  
6201 Spencer  
Pasadena, Texas

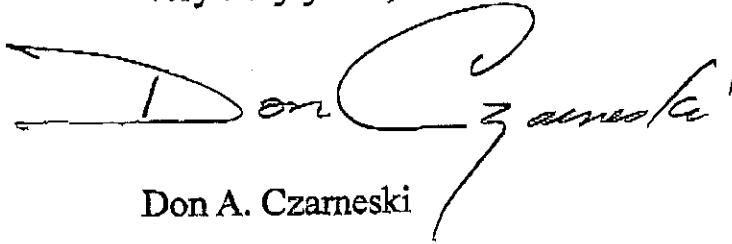
Best Western Inn (62 Rooms) Built 1999 Sold 2005  
10521 East Freeway  
Houston, Texas

Best Western Inn (50 Rooms) Built 1955 Sold 2005  
8600 Gulf Freeway  
Houston, Texas (Hobby Airport)

Mr. Joerns, should you or the La Porte Redevelopment Authority need additional information, we will be happy to furnish whatever else is requested.

We look forward to working with the City of La Porte in the development of this project.

Very truly yours,

A handwritten signature in black ink, appearing to read "Don Czarneski". The signature is fluid and cursive, with a large, stylized "C" for the last name.

Don A. Czarneski

cc: Gretchen J. Black  
604 W. Fairmont Parkway  
La Porte, TX 77571

Sam Ghandi  
La Quinta Inn & Suites  
Galveston, TX 77554

Attachments: Color rendering  
Site data  
Room layout  
Site layout

## SITE DATA:

SITE AREA: 163 ACRES (APPROXIMATELY)  
(71,680 SQFT.)

BUILDING AREA: 40,089 SQFT.  
3 STORY WOOD FRAME CONST.

PARKING SPACES: ONE SPACE PER UNIT  
PER LOCAL CODES  
79 REGULAR SPACES  
4 ACCESSIBLE SPACES  
(3 CARS / 1 VAN)

NOTE: PARKING AND SITE REQUIREMENTS  
WILL VARY BY JURISDICTIONS

## LANDSCAPING:

IRRIGATE ALL LANDSCAPE AREAS  
WITH AUTOMATIC UNDERGROUND  
IRRIGATION SYSTEM

SOD ALL AREAS NOT IN PLANTING BEDS

## BUILDING DATA:

GUEST ROOMS: (83)  
STUDIO UNITS = 52  
ONE-BEDROOM SUITES = 8  
DOUBLE STUDIO UNITS = 23

ROOM MIX:  
63% STUDIO UNITS  
27% DOUBLED BED STUDIO  
10% ONE-BEDROOM SUITES

THE PROTOTYPE HOTEL DESIGN PLANS AND IMAGES  
DEPICTED IN THIS BROCHURE WERE CREATED BY  
LAWSONSON, INC. TO CONFORM TO THE PROGRAMMATIC  
REQUIREMENTS ESTABLISHED BY INTERCONTINENTAL HOTELS GROUP.

THESE DRAWINGS ARE PROPERTY OF INTERCONTINENTAL  
HOTELS GROUP AND NOT FOR CONSTRUCTION.  
REPRODUCTION OR ANY OTHER USE WITHOUT THE  
WRITTEN PERMISSION OF INTERCONTINENTAL HOTELS GROUP.

THESE DRAWINGS ARE FOR INFORMATION ONLY AND SHOULD NOT  
BE PERCEIVED OR ASSUMED TO BE 100% ACCURATE.  
ARCHITECTURAL AND ENGINEERING REVIEW WILL BE REQUIRED  
ON EACH AND EVERY PROJECT FOR LOCAL, STATE AND FEDERAL  
CODE COMPLIANCE.  
INTERCONTINENTAL HOTELS GROUP SHOULD BE CONTACTED  
FOR ANY ADDITIONAL REVISIONS OR UPDATES.



PROTOTYPE DESIGN  
 THIS IS A PROTOTYPE DESIGN FOR THE PROPOSED HOTEL. IT IS NOT A FINAL DESIGN AND SHOULD NOT BE USED FOR CONSTRUCTION. THE PROPOSED HOTEL WILL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE CITY OF LAPORTE SPECIFICATIONS AND STANDARDS. THE PROPOSED HOTEL WILL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE CITY OF LAPORTE SPECIFICATIONS AND STANDARDS.

CONFIDENTIAL AND PROPRIETARY  
 THIS DOCUMENT IS THE PROPERTY OF LANDVIEW 03 SUITES. IT IS NOT TO BE REPRODUCED OR DISTRIBUTED WITHOUT THE WRITTEN PERMISSION OF LANDVIEW 03 SUITES. ALL RIGHTS ARE RESERVED.

**SITE DATA:**

**SITE AREA:**

**BUILDING AREA:**

**PARKING SPACES:**

**NOTE:**

**LANDSCAPING:**

**IRRIGATE ALL LANDSCAPE AREAS WITH AUTOMATIC UNDERGROUND IRRIGATION SYSTEM**

**SOD ALL AREAS NOT IN PLANTING BEDS**

**BUILDING DATA:**

**GUEST ROOMS:**

**STUDIO UNITS**

**ONE-BEDROOM SUITES**

**DOUBLE STUDIO UNITS**

**ROOM MIX:**

**63% STUDIO UNITS**

**21% DOUBLED BED STUDIO**

**16% ONE-BEDROOM SUITES**

THE PROPOSED HOTEL DESIGN, PLAN AND SPECIFICATIONS ARE THE PROPERTY OF LANDVIEW 03 SUITES. IT IS NOT TO BE REPRODUCED OR DISTRIBUTED WITHOUT THE WRITTEN PERMISSION OF LANDVIEW 03 SUITES. ALL RIGHTS ARE RESERVED.

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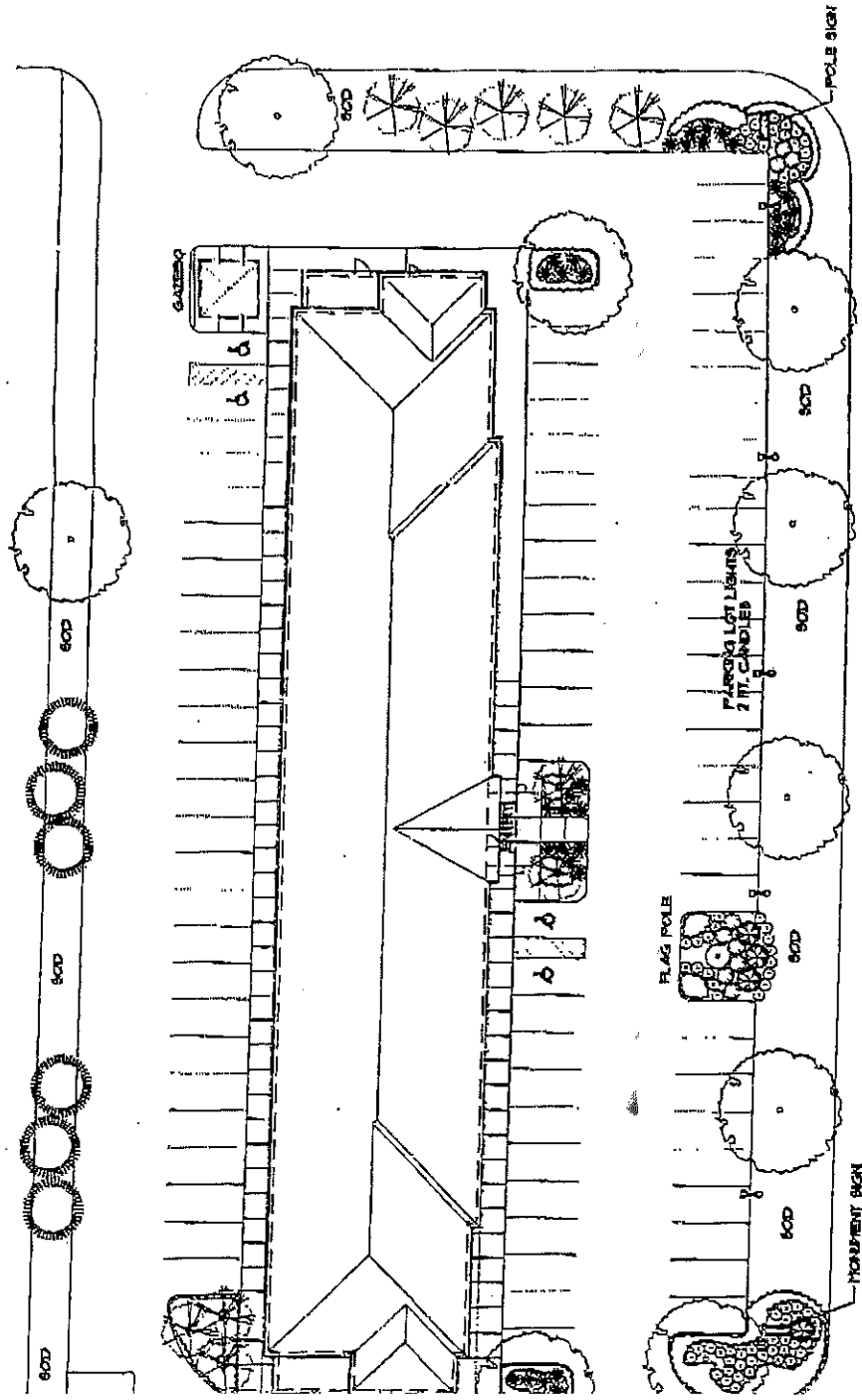
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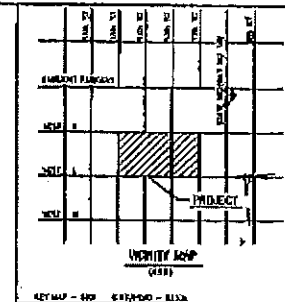
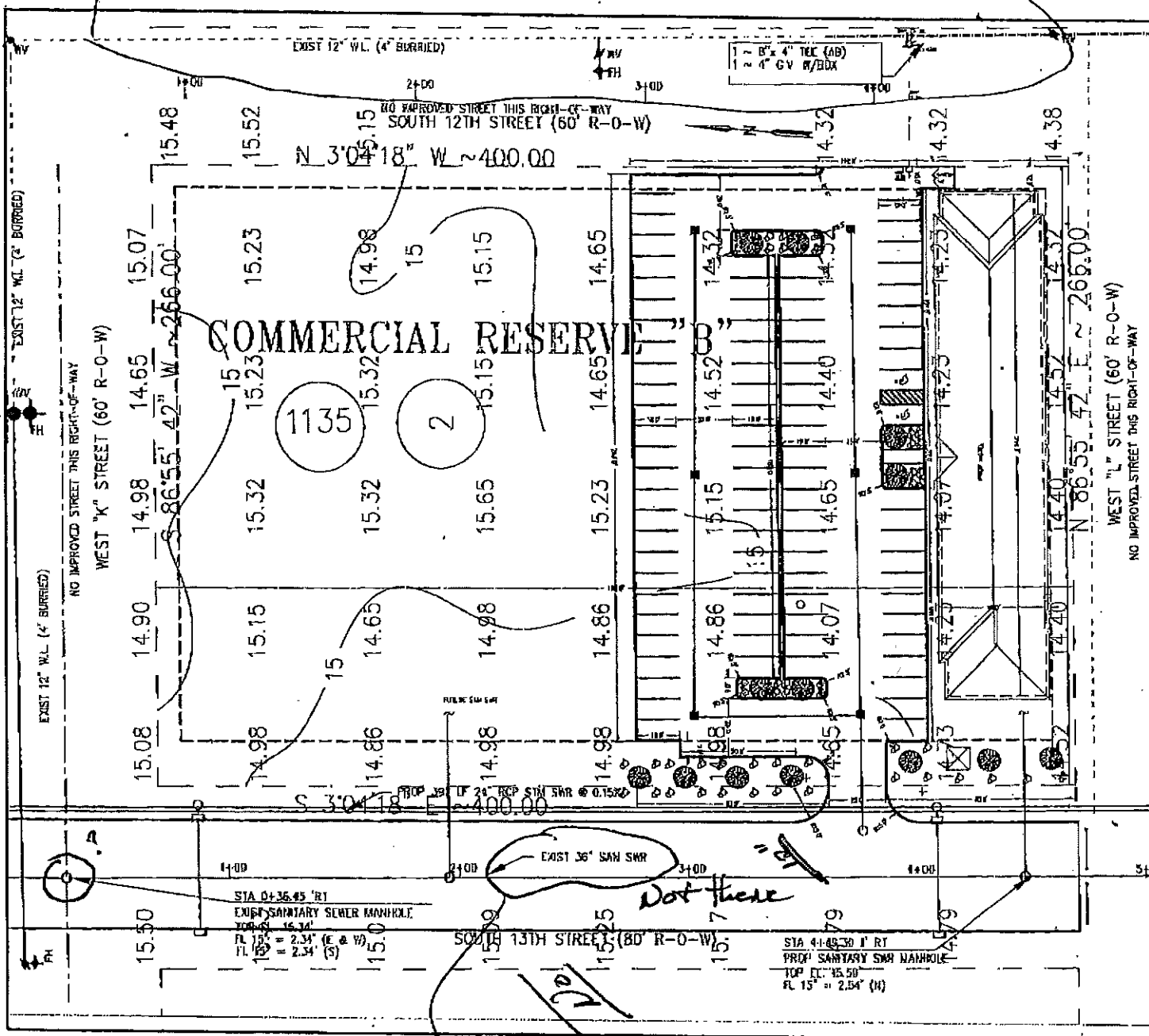
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**SITE PLAN**  
 (23 Sheets)



**DEFINITION**  
 TO BE REMOVED

**REMARKS**  
 1. THE CITY ENGINEER HAS REVIEWED THE PLANS AND FINDS THEM TO BE IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS.

**CONDITION STATEMENT**  
 THE CITY ENGINEER HAS REVIEWED THE PLANS AND FINDS THEM TO BE IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS.

**CITY ENGINEER AUTHORITY CERTIFICATE**  
 I, the undersigned, being the duly authorized City Engineer of the City of LaPorte, Texas, do hereby certify that the above described project has been reviewed and found to be in accordance with the City Engineering Department Standards and Specifications.

**PROJECT DATA SHEET**  
 PROJECT NAME: CANDLEWOOD SUITES  
 PROJECT LOCATION: SOUTH THIRTEENTH STREET  
 PROJECT DESCRIPTION: COMMERCIAL SITE IMPROVEMENTS  
 PROJECT OWNER: CANDLEWOOD SUITES  
 PROJECT ENGINEER: D. BRIDGES, CEMEX, P.E.

|                                                                                                                                                                                                 |                                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| <p>CITY OF LAPORTE<br/>         ENGINEERING DEPARTMENT<br/>         1000 N. 10TH STREET<br/>         LA PORTE, TEXAS 77571<br/>         (409) 765-1234</p>                                      |                                                                            |
| <p>CANDLEWOOD SUITES<br/>         LA PORTE, TEXAS 77571<br/>         COMMERCIAL SITE IMPROVEMENTS<br/>         SOUTH THIRTEENTH STREET<br/>         BLOCK 1148<br/>         LA PORTE, TEXAS</p> |                                                                            |
| <p>SITE PLAN</p>                                                                                                                                                                                |                                                                            |
| <p>DESIGNED BY: [Signature]<br/>         SCALE: AS SHOWN<br/>         REVIEWED BY: [Signature]</p>                                                                                              | <p>DATE: 6-20-07<br/>         TIME: 1:47 PM<br/>         SHEET: 7 OF 7</p> |
| <p>PROJECT NO. 9208<br/>         DRAWING NO. 101</p>                                                                                                                                            |                                                                            |

DAVID - The line is 12" not 36" as noted on site plan submitted by Dev.

**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 JULY 18, 2007 AT 6:30 P.M. IN THE 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 –
2. Lindsey Pfeiffer, President
3. Consider approval of the minutes of the May 24, 2007 Board of Directors meeting
4. 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 approval or other action with regard to Pay Request Number Four in the amount of \$23,765.63 for the Lakes of Fairmont Greens TIRZ project related to off site improvements known as the South La Porte Trunk Sewer Project
  - B. Consider approval or other action with regard to Additional Pay Requests for the Lakes of Fairmont Greens TIRZ project related to off site improvements known as the South La Porte Trunk Sewer Project
  - C. Consider Development Agreement by and between the La Porte Redevelopment Authority, La Porte TIRZ Number One, City of La Porte, and Retreat at Bay Forest LP
  - D. Receive Presentation from Developer Requesting Reimbursement for a Hotel Development within the Western Portion of the Zone
  - E. Consider approval or other action with regard to authority invoices
  - F. Staff report and updates
  - G. Board member comments
  - H. 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 TAX INCREMENT REINVESTMENT ZONE,  
CITY OF LA PORTE, TEXAS

---

**AGENDA MEMORANDUM**

TO: La Porte Tax Increment Reinvestment Zone  
FROM: Zone Administrator  
DATE: July 11, 2007  
SUBJECT: Agenda Item Materials

---

2. Consider approval of the minutes of the May 24, 2007, board of directors meeting.
3. 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.

**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 JULY 18, 2007 AT 6:30 P.M. IN THE 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. Consider approval of the minutes of the May 24, 2007 Board of Directors meeting
3. Consider approval or other action with regard to Pay Request Number Four in the amount of \$23,765.63 for the Lakes of Fairmont Greens TIRZ project related to off site improvements known as the South La Porte Trunk Sewer Project
- ✓ 4. Consider approval or other action with regard to Additional Pay Requests for the Lakes of Fairmont Greens TIRZ project related to off site improvements known as the South La Porte Trunk Sewer Project
5. Consider Development Agreement by and between the La Porte Redevelopment Authority, La Porte TIRZ Number One, City of La Porte, and Retreat at Bay Forest LP
- ✓ 6. Receive Presentation from Developer Requesting Reimbursement for a Hotel Development Within the Western Portion of the Zone.
7. Consider approval or other action with regard to authority invoices
8. Staff report and updates
9. Board member comments
10. 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

**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 JULY 18, 2007 AT 6:30 P.M. IN THE 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 –
2. Lindsey Pfeiffer, President
3. Consider approval of the minutes of the May 24, 2007 Board of Directors meeting
4. 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 approval or other action with regard to Pay Request Number Four in the amount of \$23,765.63 for the Lakes of Fairmont Greens TIRZ project related to off site improvements known as the South La Porte Trunk Sewer Project
  - B. Consider approval or other action with regard to Additional Pay Requests for the Lakes of Fairmont Greens TIRZ project related to off site improvements known as the South La Porte Trunk Sewer Project
  - C. Consider Development Agreement by and between the La Porte Redevelopment Authority, La Porte TIRZ Number One, City of La Porte, and Retreat at Bay Forest LP
  - D. Receive Presentation from Developer Requesting Reimbursement for a Hotel Development Within the Western Portion of the Zone
  - E. Consider approval or other action with regard to authority invoices
  - F. Staff report and updates
  - G. Board member comments
  - H. 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 Tax Increment Reinvestment Zone Number One,  
City of La Porte, Texas  
Minutes of the Board Meeting  
Held May 24, 2007**

**1. CALL TO ORDER AND DETERMINATION OF A QUORUM**

The Board of Directors of the Tax Increment Reinvestment Zone Number One, City of La Porte, Texas, held a meeting, open to the public, on the 24<sup>th</sup> day of May, 2007, and meeting was called to order at 7:24 p.m. in the La Porte Recreation and Fitness Center, 1322 South Broadway, La Porte, Texas 7751 and the roll was called of the duly appointed members of the Board, to wit:

|                |                       |
|----------------|-----------------------|
| Peggy Antone   | Position 1            |
| Dave Turnquist | Position 2            |
| Alton Porter   | Position 3            |
| Horace Leopard | Position 4            |
| Doug Martin    | Position 5            |
| JJ Meza        | Position 6            |
| Michael Say    | Position 7            |
| Chester Pool   | Position 8            |
| Lin Pfeiffer   | Position 9 - Chairman |

and all of the above were present except Director Antone, and Director Meza, thus constituting a quorum. Also present at the meeting were John Joerns, David Hawes, Gretchen Black, Norman Reed, and Russell Plank.

**2. CONSIDER APPROVAL OF THE MINUTES OF THE FEBRUARY 28, 2007 BOARD OF DIRECTORS MEETING**

Upon a motion duly made by Director Turnquist and being seconded by Director Say, the board unanimously approved the minutes of February 28, 2007.

**5. CONSENT AGENDA – ANY ITEM MAY BE REMOVED BY A BOARD MEMBER FOR DISCUSSION**

- ENTERTAIN A 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 APPROVAL OR OTHER ACTION REGARDING THE PUBLIC FUNDS DEPOSITOR COLLATERAL SECURITY AGREEMENT WITH AMEGY NATIONAL BANK ASSOCIATION
- B. CONSIDER APPROVAL OR OTHER ACTION REGARDING A PROPOSAL BY HAWES HILL CALDERON LLP TO PROVIDE PROFESSIONAL SERVICES RELATED TO THE ADMINISTRATION OF THE LA PORTE REDEVELOPMENT AUTHORITY AND TAX INCREMENT REINVERSTMENT ZONE
- C. CONSIDER APPROVAL OR OTHER ACTION WITH REGARD TO PAY REQUESTS ON BEHALF OF THE PORT CROSSING TIRZ PROJECT
  - PAY REQUEST NUMBER ONE IN THE AMOUNT OF \$6,090,116.79
  - PAY REQUEST NUMBER TWO IN THE AMOUNT OF \$2,892,333.90
- D. CONSIDER APPROVAL OR OTHER ACTION WITH REGARD TO CHANGE ORDER NO. 1 IN THE AMOUNT OF \$334,707.40 TO THE ANGEL BROTHERS CONTRACT IN PORT CROSSING COMMERCE CENTER. THE CHANGE ORDER INCLUDES UPGRADES TO THE LIFT STATION,

ADDING HEADWALLS IN LIEU OF RIP RAP, STORM SEWER PIPE ADJUSTMENTS, AND THE  
EXTENSION OF THE 12-INCH WATER MAIN

- E. CONSIDER APPROVAL OR OTHER ACTION WITH REGARD TO EXHIBIT B TO TIRZ  
DEVELOPMENT AGREEMENT WITH PORT CROSSING AND AMEND DEVELOPMENT  
AGREEMENT TO REFLECT CHANGES
- F. CONSIDER APPROVAL OR OTHER ACTION WITH REGARD TO PAY REQUESTS FOR THE LAKES  
OF FAIRMONT GREENS TIRZ PROJECT RELATED TO OFF SITE IMPROVEMENTS KNOWN AS  
THE SOUTH LA PORTE TRUNK SEWER PROJECT
  - PAY REQUEST NUMBER ONE
  - PAY REQUEST NUMBER TWO
  - PAY REQUEST NUMBER THREE
  - ENGINEERING AND PROFESSIONAL COSTS
- G. CONSIDER APPROVAL OR OTHER ACTION WITH REGARD TO AN AGREEMENT BY AND  
BETWEEN THE CITY OF LA PORTE, TEXAS AND THE LA PORTE REDEVELOPMENT  
AUTHORITY FOR THE MANAGEMENT OF THE LA PORTE PUBLIC IMPROVEMENT DISTRICT  
NUMBER ONE
- H. CONSIDER APPROVAL OR OTHER ACTION WITH REGARD TO AUTHORITY INVOICES
- I. STAFF REPORT AND UPDATES
- J. BOARD MEMBER COMMENTS
- K. ADJOURNMENT

Upon a motion duly made by Director Pool and being seconded by Director Martin, the board  
unanimously approved the consent agenda in the same manner and form as approved in the Redevelopment  
Authority Board Meeting and adjourned at 7:25 PM.

SIGNED: \_\_\_\_\_ ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_