

FORM 132.M
(Approving/Authorizing)

City of Houston Ordinance No. 97-565

AN ORDINANCE APPROVING AND AUTHORIZING INTERLOCAL AGREEMENTS BETWEEN THE CITY OF HOUSTON, TEXAS, THE HOUSTON INDEPENDENT SCHOOL DISTRICT AND REINVESTMENT ZONE NUMBER FOUR, CITY OF HOUSTON, TEXAS (VILLAGE ENCLAVES ZONE), REINVESTMENT ZONE NUMBER FIVE, CITY OF HOUSTON, TEXAS (MEMORIAL-HEIGHTS ZONE), REINVESTMENT ZONE NUMBER SIX, CITY OF HOUSTON, TEXAS (EASTSIDE ZONE) AND REINVESTMENT ZONE NUMBER SEVEN, CITY OF HOUSTON, TEXAS (OLD SPANISH TRAIL/ALMEDA CORRIDORS ZONE) FOR THE PARTICIPATION OF THE HOUSTON INDEPENDENT SCHOOL DISTRICT IN THE REINVESTMENT ZONES; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON:

Section 1. The City Council hereby approves and authorizes the contracts, agreements or other undertakings described in the title of this Ordinance, in substantially the form as shown in the documents which are attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such documents and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 3. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contracts without further authorization from Council.

Section 4. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event

FORM 132.M
(Approving/Authorizing)

that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 21st day of May, 1997.

APPROVED this _____ day of _____, 19____.

Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is MAY 27 1997.

Conrad
City Secretary

(Prepared by Legal Dept. *Jo Wignator*)
(JSW:WHU: May 15, 1997) Assistant City Attorney
(Requested by Director, Finance & Administration)
(L.D. File No.)

c:®wpdocs®whor1426 -

PROPOSED REINVESTMENT ZONE

Fortland Drive

Eldridge

Olive Hill Drive

Olive Hill Drive

42.32 Acres

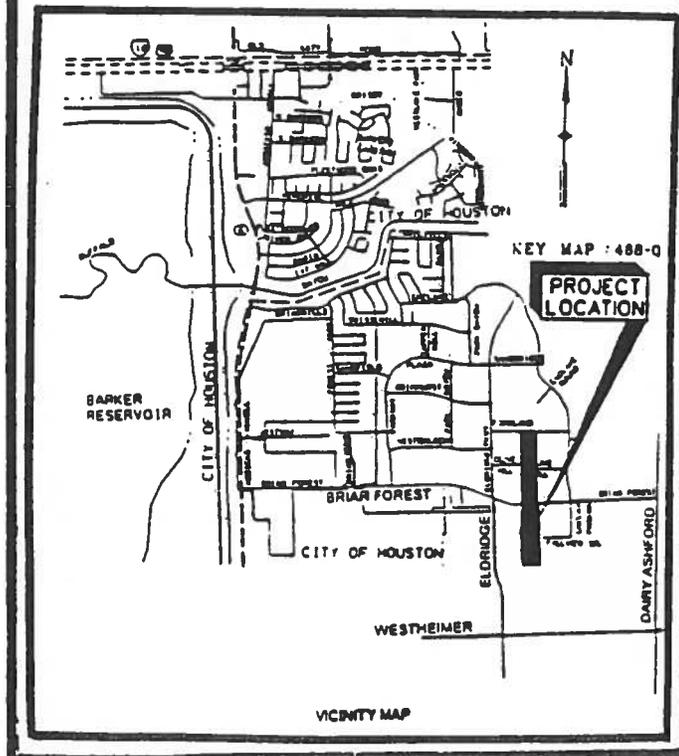
Briar Forest Drive

Enclave Parkway



Fallsview Lane

500 0 500 Feet



38543
97-565

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

INTERLOCAL AGREEMENT

I. PARTIES

A. Address

THIS INTERLOCAL AGREEMENT ("Agreement") is made by and between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation and home-rule city of the State of Texas principally situated in Harris County, acting by and through its governing body, the City Council; the **HOUSTON INDEPENDENT SCHOOL DISTRICT** ("HISD"), located at 3830 Richmond Avenue, Houston, Texas 77027; and the **REINVESTMENT ZONE NUMBER FOUR, CITY OF HOUSTON, TEXAS** ("Village Enclaves Zone"), a reinvestment zone created by the City of Houston pursuant to Chapter 311 of the Texas Tax Code, acting by and through its Board of Directors. This Agreement is made pursuant to Chapter 791 of the Texas Government Code and Section 311.013 of the Texas Tax Code.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other parties, are as follows:

City	HISD
Director of Finance and Administration Department or Designee City of Houston P. O. Box 1562 Houston, Texas 77251	Houston Independent School District Hattie Mae White Administration Building 3830 Richmond Avenue Houston, Texas 77027-5838

Village Enclaves Zone

Village Enclaves Reinvestment Zone
HH&W Consultants
11743 W. Bellfort #309
Stafford, Texas 77477

B. Index

The City, HISD and the Village Enclaves Zone hereby agree to the terms and conditions of this Agreement. This Agreement consists of the following sections:

<u>Section</u>	<u>Description</u>	<u>Page</u>
I.	Parties	1
II.	Definitions	5
III.	Background	6
IV.	Obligations of HISD	7
V.	Obligations of City and Village Enclaves Zone	9
VI.	Term and Termination	13
VII.	Miscellaneous	14

Exhibit "A" — City of Houston Ordinance No. 96-1014

Exhibit "B" — City of Houston Ordinance No. 97-479

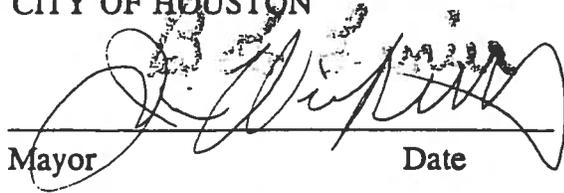
C. Parts Incorporated

All of the above described sections and documents are hereby incorporated into this Agreement by this reference for all purposes.

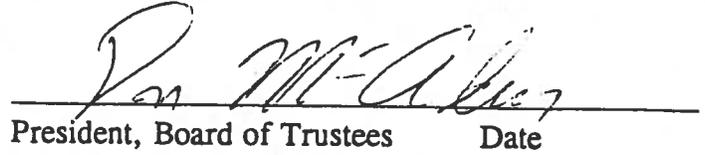
IN WITNESS HEREOF, the City, HISD and the Village Enclaves Zone have made and executed this Agreement in multiple copies, each of which is an original.

CITY OF HOUSTON

HOUSTON INDEPENDENT SCHOOL DISTRICT

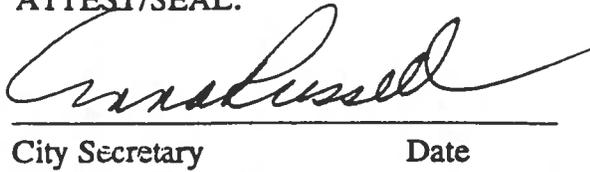


Mayor Date



President, Board of Trustees Date

ATTEST/SEAL:

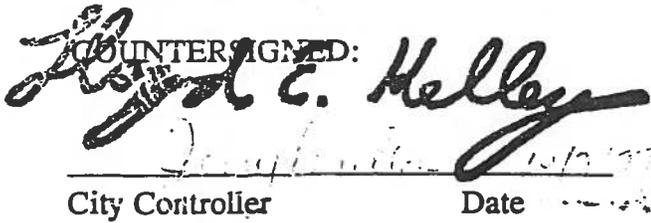


City Secretary Date

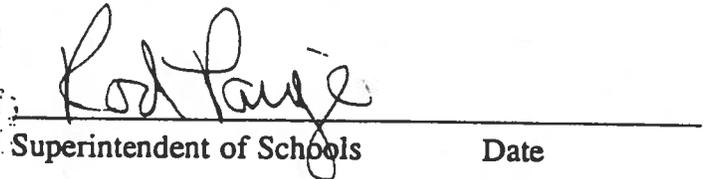


Secretary, Board of Trustees Date

COUNTERSIGNED:



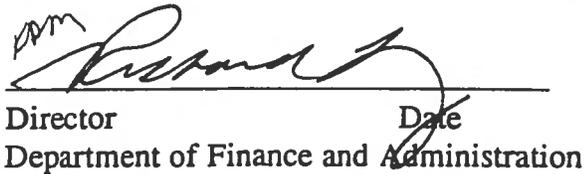
City Controller Date



Superintendent of Schools Date

APPROVED:

APPROVED AS TO FORM:



Director Date
Department of Finance and Administration



Attorney Date
5/21/97

APPROVED AS TO FORM:



Sr. Assistant City Attorney Date
L.D. No. 619603102

REINVESTMENT ZONE NUMBER FOUR,
CITY OF HOUSTON, TEXAS (Village Enclaves Zone)

Timothy H. King
By: Timothy H. King Date 8/13/97
Title: Chairman, Board of Directors

ATTEST/SEAL:

Anna Patterson
By: Date
Title: Secretary, Board of Directors

[The remainder of this page is intentionally left blank.]

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

"Administrative Costs" means the costs of organizing the Village Enclaves Zone, the costs of operating the Village Enclaves Zone and the imputed administrative costs associated with the Village Enclaves Zone, including reasonable charges, but not to exceed \$25, 000 per year, for the time spent by employees of the City in connection with the implementation of the Project Plan.

"Agreement" means this agreement between the City, HISD and the Village Enclaves Zone.

"Agreement Term" is defined in Section VI.

"Captured Appraised Value" means the captured appraised value of the Village Enclaves Zone as defined by Chapter 311, Texas Tax Code.

"City" is defined in Section I of this Agreement and includes its successors and assigns.

"City Tax Increment" means the amount of the City tax levy on the Captured Appraised Value deposited into the Tax Increment Fund.

"Countersignature Date" means that date shown as the date countersigned by the City Controller on the signature page of this Agreement.

"Developer Debt" means the amount of money required to repay any outstanding obligation incurred pursuant to an agreement between the City, the Village Enclaves Zone and Enclave Partners, Ltd. with respect to the area described in Exhibit A and to pay principal, interest, and redemption price on any obligation to the holders of bonds issued to pay project costs or to repay obligations to or reimburse Enclave Partners, Ltd. for project costs; provided however, that HISD shall not be obligated to pay HISD's share of tax increments on Developer Debt in excess of the

amount of project costs, including financing, approved by the City Council in the initial Project Plan for the development of the area described in Exhibit "A."

"HISD" is defined in Section I of this Agreement and includes its successors and assigns.

"HISD Tax Increment Participation" means the amount of the HISD tax levy on the Captured Appraised Value which HISD agrees to contribute to the Village Enclaves Zone pursuant to Subsections A and B of Section IV of this Agreement.

"Project Plan" means the project plan and reinvestment zone financing plan for the Village Enclaves Zone adopted by the board of directors of the Village Enclaves Zone and approved by the City Council of the City.

"Village Enclaves Area" shall mean the Village Enclaves area of the City and neighboring areas, as more particularly described in Ordinance No. 96-1014 and Ordinance No. 97-479.

"Village Enclaves Zone" means Reinvestment Zone Number Four, City of Houston, Texas (Village Enclaves), created by the City on September 25, 1996, by Ordinance No. 96-1014, attached as Exhibit "A," and enlarged by the City on May 7, 1997, by Ordinance No. 97-479, attached as Exhibit "B," and includes its successors and assigns.

"Tax Increment Fund" means the tax increment fund created by the City in the City Treasury for the Village Enclaves Zone.

Otherwise, the terms used herein shall have the meanings ascribed to them in Chapter 311, Texas Tax Code, or the Texas Education Code, as applicable.

III. BACKGROUND

By Ordinance No. 96-1014, adopted September 25, 1996, the City created the Village Enclaves Zone for the purposes of development in the Village Enclaves Area. On May 7, 1997,

the City enlarged the boundaries of the Village Enclaves Zone pursuant to Ordinance No. 97-479. The City currently contributes tax-increments produced in the Village Enclaves Zone to the Tax Increment Fund. HISD owns property in the Village Enclaves Zone on which it plans to construct an educational facility, the Westside High School. HISD desires to participate in the Village Enclaves Zone in consideration for the agreements set forth below.

IV. OBLIGATIONS OF HISD

A. Tax Increment Participation by HISD

For and in consideration of the agreements of the parties set forth herein, and subject to the remaining subsections of this section, HISD agrees to participate in the Village Enclaves Zone by contributing one hundred percent (100%) of the tax increment produced in the Village Enclaves Zone attributable to HISD to the Tax Increment Fund during the term of this Agreement.

B. Tax Increment Limitation

Subject to the limitations set out in this Agreement, the amount to be contributed by HISD (the "HISD Tax Increment Participation") is the amount of taxes collected by HISD each year during the term of this Agreement at an HISD tax rate of \$1.384 per \$100 valuation on the Captured Appraised Value. If the HISD tax rate is less than \$1.384 per \$100 valuation, then the HISD Tax Increment Participation is the total amount of taxes collected by HISD at the actual tax rate of HISD on the Captured Appraised Value. Taxes collected by HISD on the Captured Appraised Value as a result of an HISD tax levy at a tax rate greater than \$1.384 per \$100 valuation shall be retained by HISD.

HISD's Tax Increment Participation and obligation to participate in the Village Enclaves Zone shall be restricted to its tax increment collected on the Captured Appraised Value in the

Village Enclaves Zone. HISD shall not be obligated to pay its HISD Tax Increment Participation from other HISD taxes or revenues or until the HISD Tax Increment Participation in the Village Enclaves Zone is actually collected. The obligation to pay the HISD Tax Increment Participation shall accrue as taxes representing the HISD tax increment are collected by HISD and payment shall be due on the first day of each calendar quarter. The City and the Village Enclaves Zone agree that no interest or penalty will be charged to HISD.

C. Shared Educational Facilities

HISD agrees that the City will be permitted to use the grounds and facilities of the educational facilities constructed with or financed by monies from the Tax Increment Fund, and that HISD and the City will negotiate use agreements for such use. HISD will allow the City to use, at no cost to the City other than proportionate utility, maintenance and building personnel costs of HISD, ballfields, tennis courts and other outdoor recreational areas, indoor recreational areas, lunchrooms, and other assembly areas of the educational facilities constructed with or financed by monies from the Tax Increment Fund for municipal recreational and meeting purposes, at all reasonable times to be agreed to by the City and HISD that HISD is not conducting school or other related activities at the facilities.

D. Changes in Applicable Laws

In the event that the laws applicable to HISD or tax increment reinvestment zones are changed so that the participation of HISD in the Village Enclaves Zone decreases the amount of state and local funds available to HISD, the City and the Village Enclaves Zone agree that the HISD Tax Increment Participation shall be decreased by the amount of the decrease in HISD state and local funding as a result of HISD's participation in the Village Enclaves Zone.

E. Expansion of Village Enclaves Zone

The obligation of HISD to participate in the Village Enclaves Zone is limited to the area described in Exhibits "A" and "B" attached hereto. HISD's participation shall not extend to the tax increment on any additional property added to the Village Enclaves Zone by the City unless HISD approves the participation.

F. Board of Directors

HISD shall have the unequivocal right to appoint to and maintain one (1) member on the Village Enclaves Zone Board of Directors. HISD may also appoint and maintain as many nonvoting ex officio members on the Village Enclaves Board of Directors as HISD may desire.

V. OBLIGATIONS OF CITY AND VILLAGE ENCLAVES ZONE

A. Street Right of Way

To the extent requested by HISD, the City and the Village Enclaves Zone agree that monies from the Tax Increment Fund shall be used, at no cost to HISD, to pay to the City the following costs that otherwise would be incurred by HISD with respect to the construction and operation of any educational facilities constructed by or on behalf of HISD in the Village Enclaves Zone pursuant to the Project Plan: (a) the cost of abandonment of any street right of way by the City on behalf of HISD and (b) the cost of water and sewer utility connections and construction outside the boundaries of HISD property (collectively, "School Support Expenses"). The City shall use the proceeds obtained from payments made pursuant to the preceding sentence for infrastructure improvements or other projects identified in the Village Enclaves Zone Project Plan.

B. Project Plan

The parties agree that the Superintendent of Schools of HISD shall be permitted to review

and comment upon the Village Enclaves Zone Project Plan and any amendments thereto before the Project Plan or any amendments are submitted to the City Council for City approval. Any Village Enclaves Zone Project Plan shall provide for the construction of educational facilities within or to serve the Village Enclaves Zone.

C. Financing and Construction of Educational Facilities

The City shall deposit the HISD Tax Increment Participation and the City Tax Increment into the Tax Increment Fund. Two-thirds of HISD's Tax Increment Participation and two-thirds of the City Tax Increment (collectively, "School Facilities Tax Increment Component") paid into the Tax Increment Fund shall be allowed to accumulate in the Tax Increment Fund except to the extent needed to pay Developer Debt, Administrative Costs and School Support Expenses. At the time the School Facilities Tax Increment Component produces an aggregate tax increment of \$4 million for one year after payment of Developer Debt, Administrative Costs, and School Support Expenses (the "Trigger Amount"), the Village Enclaves Zone and the City agree to proceed with the financing, design and construction of HISD school facilities on property owned by HISD in the Village Enclaves Zone; provided, however, that the cost of the HISD school facilities to be financed pursuant to this Agreement shall not exceed \$45 million plus cost of financing. Payments from the School Facilities Tax Increment Component for the financing, design and construction of HISD school facilities shall be made after deducting Developer Debt, Administrative Costs and School Support Expenses. The balance of the School Facilities Tax Increment Component at the time the annual aggregate increment attributable to HISD and the City reaches the Trigger Amount, less any amounts obligated or anticipated to be necessary to pay Administrative Costs, Developer Debt and School Support Expenses, shall be applied to the financing, design and

construction of the HISD educational facilities. Two-thirds of any City Tax Increments deposited annually into the Tax Increment Fund in excess of the amount needed to pay Developer Debt, Administrative Costs and School Support Expenses and costs incurred for HISD educational facilities may be used to pay other project costs, including any bonds issued to pay project costs. Two-thirds of any HISD Tax Increment Participation deposited annually into the Tax Increment Fund in excess of the amount needed to pay Developer Debt, Administrative Costs and School Support Expenses shall be applied to the costs of HISD educational facilities.

As an alternative to the financing described in the preceding paragraph, at any time at the sole option of HISD, the Village Enclaves Zone and the City agree that they will cooperate with the party of HISD's choice to finance and construct school facilities. Such HISD option shall also include construction and financing by HISD with its own funds and/or construction and financing through an alternate source chosen by HISD and a financing procedure as determined by HISD. The School Facilities Tax Increment Component paid into the Tax Increment Fund after the date HISD exercises its option, after deduction of Developer Debt, School Support Expenses and Administrative Costs, will be used to pay the costs of educational facilities or principal and interest on the debt incurred by HISD, or the party chosen by HISD, to finance and construct the school facilities ("School Facilities Debt"); provided, however, that the School Facilities Debt to be financed pursuant to this Agreement shall not exceed \$45 million plus the cost of financing. If the School Facilities Tax Increment Component is not adequate to pay the School Facilities Debt, HISD shall pay the deficit ("Debt Deficit") from HISD available funds. HISD shall be repaid the Debt Deficit plus interest at the School Facilities Debt interest rate, but not to exceed \$45 million plus the cost of financing including interest on the Debt Deficit, from the first

available School Facilities Tax Increment Component, after deduction of School Facilities Debt, School Support Expenses, any Developer Debt and annual Administrative Costs.

If the Village Enclaves Zone and the City fail to fulfill their obligations with respect to HISD's exercise of either of the foregoing options, HISD shall be entitled to withhold its tax increment (less HISD's pro rata portion of any Developer Debt, Administrative Costs and School Support Expenses) until the Village Enclaves Zone and the City perform the option selected by HISD.

All monies used to finance and construct HISD school facilities shall come from or be financed by the Village Enclaves Zone School Facilities Tax Increment Component. The City shall never be obligated to expend any funds other than funds derived from the Village Enclaves Zone to finance and construct HISD school facilities.

D. Priority of Payments

The primary purpose of the Village Enclaves Zone is to provide for the development of the property originally included in the Village Enclaves Zones as shown in Exhibit "A" and for the development of shared educational facilities to be owned and operated by HISD in the Village Enclaves Zone as enlarged. Payments from the Tax Increment Fund for the shared educational facilities shall be made pursuant to the priorities and deductions contained in Subsection C of this Section V. In addition, at any time upon the initiation of construction of shared educational facilities to be financed pursuant to one of the two options available to HISD pursuant to Subsection C of this Section V, the City and the Village Enclaves Zone shall not enter into any new obligation, other than Developer Debt, to be paid with revenues from the Tax Increment Fund that has priority over the obligation to finance the shared educational facilities without the

prior consent of HISD. Notwithstanding the foregoing, if HISD does not exercise the option to finance educational facilities pursuant to this paragraph within 24 months of the effective date of this Agreement, the City and the Village Enclaves Zone shall have the right to enter into any agreements they deem necessary to implement the Project Plan and to pledge the City Tax Increment to the payment of obligations incurred under these agreements. In such event, the payments under any such agreement shall have priority over the obligation to pay the City Tax Increment for shared educational facilities.

E. Control of Educational Facilities

The parties agree that all decisions regarding location, construction and educational content of HISD educational facilities in or to serve the Village Enclaves Zone will be in the control of HISD. Nothing in this subsection shall be construed to relieve HISD of the obligation to comply with all City ordinances and regulations applicable to the construction and operation of any educational facility by or on behalf of HISD.

VI. TERM AND TERMINATION

A. Agreement Term

This Agreement shall become effective as of the date of the final signature hereto, and shall remain in effect until December 31, 2017. HISD shall have the right to terminate this Agreement upon the payment of all project costs as identified in or contemplated by the initial Project Plan for the Village Enclaves Zone approved by the City Council, including any bonds issued to pay project costs and/or the reimbursement of any person for the payment of project costs; Developer Debt; annual Administrative Costs; School Support Expenses; School Facilities Debt; Debt Deficit and any other obligation to which HISD has agreed to pledge all or a portion of its Tax Increment

Participation.

The first payment of increment taxes by HISD under this Agreement shall be for those taxes levied by HISD in the year 1997 and the last payment by HISD under this Agreement is for those taxes levied by HISD in the year 2016.

VII. MISCELLANEOUS

A. Severability

In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice either HISD, the City or the Village Enclaves Zone in their respective rights and obligations contained in the valid terms, covenants or conditions hereof.

In the event any term, covenant or condition shall be held invalid and affects in any manner the limitations on HISD's contributions or participation, then this Agreement shall be void as to HISD and HISD shall have no liability for any incremental or other payments as may otherwise be provided for in this Agreement.

B. Entire Agreement

This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (express or implied) or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

C. Written Amendment

Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each party.

D. Notices

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third (3rd) day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address prescribed in Section I of this Agreement or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

E. Non-Waiver

Failure of any party hereto to insist on the strict performance of any of the agreements 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 any 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.

F. Assignment

No party shall assign this Agreement at law or otherwise without the prior written consent of the other parties.

No party shall delegate any portion of its performance under this Agreement without the written consent of the other parties.

G. Successors

This Agreement shall bind and benefit the parties and their legal successors. This Agreement does not create any personal liability on the part of any officer or agent of the City or of any trustee, officer, agent or employee of HISD.

H. No Waiver of Immunity

No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

CITY OF HOUSTON, TEXAS, ORDINANCE NO. 96-1014

AN ORDINANCE DESIGNATING A CONTIGUOUS GEOGRAPHIC AREA WITHIN THE CITY OF HOUSTON (VILLAGE ENCLAVES), AS REINVESTMENT ZONE NUMBER FOUR, CITY OF HOUSTON, TEXAS; CREATING A BOARD OF DIRECTORS FOR SUCH ZONE; CONTAINING FINDINGS AND OTHER PROVISIONS RELATED TO THE FOREGOING SUBJECT; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY

* * * * *

WHEREAS, pursuant to Chapter 311 of the Texas Tax Code, the City may designate a contiguous geographic area within the City as a reinvestment zone if the area satisfies the requirements of certain sections of Chapter 311 of the Texas Tax Code; and

WHEREAS, the City has received a petition, as supplemented, (the "Petition"), requesting that a contiguous geographic area in Houston, Texas, generally bounded by Memorial Drive on the North, Dairy Ashford Road on the East, Westheimer Road on the South, and Eldridge Parkway on the West (Village Enclaves), be designated as a reinvestment zone under the provisions of Chapter 311 of the Texas Tax Code; and

WHEREAS, the Petition was submitted by the owners of property constituting at least fifty percent of the appraised value of the property in the proposed reinvestment zone according to the most recent certified appraisal roll for Harris County, Texas, the county in which the proposed zone is located; and

WHEREAS, the City prepared a preliminary reinvestment zone financing plan and sent the notice of the public hearing on September 11, 1996 on the creation of the proposed zone, to the governing body of each taxing unit that levies taxes on real property in the proposed zone; and

WHEREAS, the preliminary reinvestment zone financing plan provides that City of Houston ad valorem taxes are to be deposited into the tax increment fund, and that taxes of other taxing units may be utilized in the financing of the proposed zone; and

WHEREAS, a notice of the September 11, 1996 public hearing, on the creation of the proposed zone was published on September 2, 1996, in the Houston Chronicle, a newspaper of general circulation in the City; and

WHEREAS, Harris County, pursuant to Section 311.003, Texas Tax Code, has waived the Tax Code requirement that it receive sixty (60) days' notice of the public hearing on the creation of the proposed zone by action of its Commissioner's Court on September 17, 1996; and

WHEREAS, the Houston Independent School District, pursuant to Section 311.003, Texas Tax Code, has waived the requirement that it receive sixty (60) days' notice of the public hearing on the creation of the proposed zone by action of its Board of Trustees on August 29, 1996; and

WHEREAS, at the public hearing, interested persons were allowed to speak for or against the creation of the proposed zone, its boundaries, or the concept of tax increment financing; and

WHEREAS, evidence was received and presented at the public hearing in favor of the creation of the proposed zone under the provisions of Chapter 311, Texas Tax Code, and no one appeared or presented evidence in opposition to the creation of the proposed zone; and

WHEREAS, no owner of real property in the proposed zone protested the inclusion of their property in the proposed zone; **NOW, THEREFORE,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS;

Section 1. Findings.

(a) That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are adopted as part of this Ordinance for all purposes.

(b) That the City Council further finds and declares that the proposed improvements in the zone will significantly enhance the value of all the taxable real property in the proposed zone and will be of general benefit to the City.

(c) That the City Council further finds and declares that the proposed reinvestment zone meets the criteria of Section 311.005 of the Texas Tax Code because:

- (1) The proposed zone is predominantly open and is underdeveloped, and because it lacks public water distribution, wastewater collection and storm drainage facilities, it substantially impairs and arrests the sound growth of the City; and
- (2) The proposed zone is an area described in a petition submitted by the owners of property constituting at least 50 percent of the appraised value of the property in the area requesting that the area be designated as a reinvestment zone.

(d) That the City Council, pursuant to the requirements of Chapter 311, Texas Tax Code, further finds and declares:

- (1) That the proposed zone is a contiguous geographic area located wholly within the corporate limits of the City of Houston;
- (2) That the total appraised value of taxable real property in the proposed zone, and in the City's existing reinvestment zones, does not exceed fifteen percent of the total appraised value of taxable real property in the City and in industrial districts created by the City;

- (3) That the proposed zone does not contain more than fifteen percent of the total appraised value of real property taxable by Harris County or the Houston Independent School District; and
- (4) That the development or redevelopment of the property in the proposed zone will not occur solely through private investment in the reasonably foreseeable future.

Section 2. Exception to Guidelines

That the City hereby excepts the proposed zone from compliance with any City tax increment reinvestment zone guidelines established by the City pursuant to Resolution No. 90-203 that are applicable to the proposed zone and that the zone does not satisfy. Section 1 of Resolution No. 90-203 specifically authorizes the City Council to grant exceptions on a zone-by-zone basis.

Section 3. Designation of the Zone

That the City, acting under the provisions of Chapter 311, Texas Tax Code (the "Act"), including Section 311.005(a)(5), does hereby create and designate a reinvestment zone over the area described in Exhibit "A" and depicted in the map attached hereto as Exhibit "B." The reinvestment zone shall hereafter be identified as Reinvestment Zone Number Four, City of Houston, Texas (the "Zone"). The City Council specifically declares that the Zone is designated pursuant to Section 311.005(a)(5) of the Texas Tax Code.

Section 4. Board of Directors

That there is hereby created a Board of Directors for the Zone, which shall consist of nine (9) members. Position One on the Board of Directors shall be filled by the State Senator representing the area included within the Zone or his designee. Position Two on the Board of

Directors shall be filled by the State Representative representing the area included within the Zone or his designee. The Mayor is hereby authorized to nominate and appoint the remaining seven (7) members of the Board of Directors to Positions Three through Nine, subject to the consent and approval of the City Council; provided, however, that Harris County shall be entitled to appoint a director to Position Nine if Harris County approves the payment of all or part of the tax increment attributable to Harris County; and that the Houston Independent School District ("HISD") shall be entitled to appoint a director to Position Eight if HISD approves the payment of all or part of the tax increment attributable to HISD.

The directors or their designees in Position One and Position Two shall be members of the Board by operation of law pursuant to Section 311.009(b), Texas Tax Code. The directors appointed to Positions Three, Four, and Five shall be appointed for two year terms, beginning January 1, 1997, while the directors appointed to Positions Six, Seven, Eight and Nine shall be appointed to a one year term beginning January 1, 1997. All subsequent appointments shall be for two-year terms. The member of the Board of Directors appointed to Position Three is hereby designated to serve as the chair of the Board of Directors for a term beginning January 1, 1997, and ending December 31, 1997. Thereafter, the Mayor shall annually nominate and appoint, subject to City Council approval, a member to serve as chair for a term of one year beginning January 1 of the following year. The City Council authorizes the Board of Directors to elect from its members a vice chairman and such other officers as the Board of Directors sees fit.

The Board of Directors shall make recommendations to the City Council concerning the administration of the Zone. The Board of Directors shall prepare or cause to be prepared and adopt a project plan and a reinvestment zone financing plan for the Zone as described in Section 311.011, Texas Tax Code, and shall submit such plans to the City Council for its

approval. The City hereby delegates to the Board of Directors all powers necessary to prepare and implement the project plan and reinvestment zone financing plan, subject to approval by the City Council, including the power to employ any consultants or enter into any reimbursement agreements payable solely from the Tax Increment Fund established pursuant to Section 7 of this Ordinance, subject to the approval of the Director of Finance and Administration Department, that may be reasonably necessary to assist the Board of Directors in the preparation of the project plan and reinvestment zone financing plan and in the issuance of tax increment obligations.

Section 5. Duration of the Zone.

That the Zone shall take effect on January 1, 1997, and termination of the operation of the Zone shall occur on December 31, 2016, or at an earlier time designated by subsequent ordinance, or at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, and the interest of the bonds, have been paid in full.

Section 6. Tax Increment Base.

That the Tax Increment Base for the Zone is the total appraised value of all real property taxable by the City and located in the Zone, determined as of January 1, 1996, the year in which the Zone was designated as a reinvestment zone (the "Tax Increment Base").

Section 7. Tax Increment Fund.

That there is hereby created and established a Tax Increment Fund for the Zone which may be divided into subaccounts as authorized by subsequent ordinances. All Tax Increments, as defined below, shall be deposited in the Tax Increment Fund. The Tax Increment Fund and any subaccounts shall be maintained at the depository bank of the City and shall be secured in the manner prescribed by law for Texas cities. The annual Tax Increment shall equal the amount by

which the then-current appraised value of all taxable real property located in the Zone exceeds the Tax Increment Base of the Zone less any amounts that are to be allocated from the Tax Increment pursuant to the Act. All revenues from the sale of any tax increment bonds or other notes hereafter issued by the City, if any, and other revenues to be used in the Zone shall be deposited into the Tax Increment Fund. Money shall be distributed from the Tax Increment Fund only to pay project costs as defined by the Texas Tax Code, for the Zone, to satisfy the claims of holders of tax increment bonds or notes issued for the Zone, or to pay obligations incurred pursuant to agreements entered into to implement the project plan and reinvestment zone financing plan pursuant to Section 311.011(b) of the Texas Tax Code. Pursuant to the provisions of Section 311.011(f), Texas Tax Code, one third of the Tax Increment Fund is hereby dedicated to providing low-income housing in the City during the term of the Zone, and shall be set aside in a separate subaccount or fund within the Tax Increment Fund established for that purpose.

Section 8. Severability.

If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void or invalid, the validity of the remaining provisions of this Ordinance or their application to other persons or set of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or regulations contained herein shall become inoperative or fail by reason of any unconstitutionality voidness or invalidity of any portion hereof, and all provision of this Ordinance are declared severable for that purpose.

Section 9. Open Meetings.

It is hereby found, determined and declared that a sufficient notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and rapidly accessible at all times to the general public at the City Hall of the City for the Time required by law preceding this meeting, as required by the Open Meetings Law, TEX GOV'T CODE ANN., ch. 551, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 10. Emergency.

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

PASSED AND ADOPTED this 25th day of Sept, 1996.

APPROVED this ____ day of _____, 1996.

Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is OCT 01 1996.

[Handwritten Signature]

City Secretary

fgm
[Handwritten Signature]
 Assistant City Attorney

(Prepared by Legal Dept. (MAM/cj 09/24/96)

(Requested by Robert Litke, Director, Planning and Development Department)

L. D. File No. 61-96031-01

a:\0003.wpd

AYE	NO	
		MAYOR LANIER
ABSENT		COUNCIL MEMBERS
••••	••••	HUEY
/		YARBROUGH
/		WONG
ABSENT		BONEY
/		TODD
/		DRISCOLL
/		KELLEY
/		FRAGA
/		CASTILLO
/		MAYOR PRO TEM PRESIDING
/		ROACH
/		SANCHEZ
ABSENT		PEAVY
/		ROBINSON
CAPTION	ADOPTED	

CAPTION PUBLISHED IN DAILY COURT
 REVIEW
 DATE: OCT 01 1996

MAY 017 REV 12/95

PROPOSED REINVESTMENT ZONE
40.9758 ACRES, JOEL WHEATON SURVEY, ABSTRACT 80
HARRIS COUNTY, TEXAS

8-29-96
82-058

DESCRIPTION of 40.9758 Acres of land out of the Joel Wheaton Survey, Abstract 80, Harris County, Texas and unrestricted Reserve "D", Block 2, Parkway Cove, as recorded under Film Code No. 348095 of the Map Records of Harris County, Texas, and more particularly described as follows:

BEGINNING at the northwest corner of said unrestricted Reserve "D", Block 2, said corner also being in the south of Forkland Drive 60-foot right-of-way;

THENCE N.87°23'05"E., 33.51 feet along the north line of the herein described tract, said line also being the north line of said unrestricted Reserve "D" and the south line of Forkland Drive, to the point of curvature of a curve to the right;

THENCE continuing along the south line of said Forkland Drive 161.85-feet following the arc of said curve to the right having a radius of 770.00 feet and subtending a central angle of 12°02'35" to its Point of Tangency;

THENCE S.80°34'20"E., 62.96 feet along the south line of said Forkland Drive to the point of curvature of a curve to the left;

THENCE in an easterly direction 130.92 feet continuing along the south line of Forkland Drive following the arc of a curve to the right having a radius of 830.00 feet and subtending a central angle of 09°02'15" to the northeast corner of said unrestricted Reserve "D", Block 2 of Parkway Cove, said corner also being the northwest corner of restricted Reserve "F";

THENCE S.01°58'42"E., 311.70 feet along the east line of said unrestricted Reserve "D", said line also being the west line of said restricted Reserve "F";

THENCE S.88°01'18"W., 90.00 feet to an interior corner of the herein described tract;

THENCE S.01°58'42"E., 200.00 feet along the west line of said restricted Reserve "F" to an interior corner of the herein described tract;

THENCE N.88°01'18"E., 150.00 feet along the south line of restricted Reserve "F" to its southeast corner, said corner also being the northwest corner of Reserve "H-2" of Reserve "H-1" and H-2", as recorded in Volume 331, Page 117, H.C.M.R.;

THENCE S.01°58'42"E., along the west line of said reserves "H-1" and "H-2", pass at 309.17 feet the north line of Olive Hill Drive, 60 foot right-of-way, pass at 369.17 feet the south line of said Olive Hill Drive, continuing along the west line of Partial Replat of Enclave, as recorded in Volume 328, Page 13, H.C.M.R., 775.00 feet in all to an interior corner of the herein described tract;

THENCE S.87°22'44"E., 88.92 feet along a north line of said Partial Replat of Enclave, said line also being a north line of the herein described tract to a point for corner;

THENCE S.01°58'42"E., 476.85 feet along an east line of the herein described tract, said line also being the west line of said Partial Replat of Enclave, to a point for corner, said corner being in the north line of Briar Forest Drive 100 foot right-of-way;

THENCE S.87°24'35"W., 88.09 feet along the north line of said Briar Forest Drive, to a point for corner;

THENCE S.02°01'54"E., along the west line of Myriad Apartments, Section One as recorded in Volume 317, Page 103, H.C.M.R., and the west line of a Partial Replat of Myriad Apartments, Section Two, as recorded in Volume 345, Page 26, H.C.M.R., and the east line of the herein described tract, pass at 100 feet the south line of said Briar Forest Drive, pass at 1,434.68 feet the north line of Fallsview Drive, 60 foot right-of-way, 2,318.14 feet in all to the southeast corner of the herein described tract;

THENCE S.87°54'50"W., 426.38 feet along the south line of the herein described tract to its southwest corner, said corner being in the east line of a United Texas Transmission Company 50 foot easement recorded in Volume 4254, Page 540, H.C.D.R.;

THENCE N.02°19'39"W., 2,214.33 feet along the west line of the herein described tract, said line also being the east line of said United Texas Transmission Company 50 foot easement to an angle point, said point being in the south line of the aforementioned Briar Forest Drive;

THENCE N.02°26'47"W., 99.97 feet to an angle point, said angle point being in the north line of said Briar Forest Drive;

THENCE N.02°14'16"W., 1,811.12 feet along the west line of the herein described tract, said line also being the east line of the aforementioned United Texas Transmission Company 50 foot easement to the Point of Beginning and containing 40.9758 acres.

City of Houston, Texas, Ordinance No. 97- 479

AN ORDINANCE ENLARGING THE BOUNDARIES OF REINVESTMENT ZONE NUMBER FOUR, CITY OF HOUSTON, TEXAS; MAKING CERTAIN FINDINGS AND CONTAINING PROVISIONS RELATED TO THE FOREGOING SUBJECT; AND DECLARING AN EMERGENCY.

WHEREAS, the City Council of the City of Houston pursuant to the provisions of Chapter 311, Texas Tax Code, created Reinvestment Zone Number Four, City of Houston, Texas (the "Village Enclaves Zone") by Ordinance 96-1014, passed September 25, 1996; and

WHEREAS, the City may enlarge the boundaries of an existing reinvestment zone pursuant to Section 311.007(a); and

WHEREAS, the City Council finds that the area proposed to be included in the Village Enclaves Zone is located wholly within the corporate limits of the City of Houston and is contiguous to the existing boundaries of the Village Enclaves Zone; and

WHEREAS, the City Council finds that the area meets the requirements of Section 311.005 of the Texas Tax Code because the area proposed to be added to the Village Enclaves Zone substantially impairs and arrests the sound growth of the City because it is predominantly open and underdeveloped and lacks public water, wastewater collection, storm drainage facilities and educational facilities; and

WHEREAS, less than ten percent of the property proposed to be included in the enlarged Village Enclaves Zone, excluding property dedicated to public use, is used for residential purposes, as defined in Section 311.006 of the Texas Tax Code; and

WHEREAS, the total appraised value of taxable real property in the enlarged Village Enclaves Zone and in any other existing reinvestment zones does not exceed 15 percent of the total appraised value of taxable real property in the City and in the industrial districts created by the City; and

WHEREAS, the enlarged Village Enclaves Zone does not contain more than 15 percent of the total appraised value of real property taxable by Harris County or the Houston Independent School District, within whose boundaries the Village Enclaves Zone, as enlarged, is located; and

WHEREAS, the proposed improvements in the enlarged zone will significantly enhance the value of all taxable real property in the Village Enclaves Zone and will be of general benefit to the City. **NOW THEREFORE**,

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

Section 1. That the facts and recital contained in the preamble of this ordinance are hereby found and declared to be true and correct.

Section 2. Enlargement of the Village Enclaves Zone

The City, acting under the provisions of Chapter 311, Texas Tax Code, including Section 311.005(a) and 311.007(a), does hereby enlarge Reinvestment Zone Number Four, City of Houston, Texas, by adding the area described in Exhibit "A" and depicted in the map attached hereto as Exhibit "B".

Section 3. Tax Increment Base

The enlargement of the Village Enclaves Zone shall be effective on the effective date of this Ordinance. The tax increment base for the enlarged Village Enclaves Zone shall include the tax increment base established by Ordinance 96-1014, and after the effective date of this Ordinance shall include the land added to the Village Enclaves Zone by this Ordinance.

Section 4. Ratification

The creation of Reinvestment Zone Number Four, City of Houston, Texas, by Ordinance No. 96-1014 is hereby ratified and confirmed.

Section 5. Severability.

If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable the invalidity or unenforceability of such section, paragraph, clause or provision shall not effect any of the remaining provisions of this ordinance.

Section 6. Open Meetings.

The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall for the time required by law preceding this meeting, as required by the Open Meetings Law, TEX. GOV'T CODE ANN., Ch. 551 (Vernon 1994); and that this meeting was open to the public as required by law at all times during which this ordinance and the subject matter thereof was discussed, considered and acted upon. The City

Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 7. Emergency.

There exists a public emergency requiring that this ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor.

PASSED AND APPROVED this 7th day of May, 1997.

CITY OF HOUSTON, TEXAS

Gracie G. Sawyer
Mayor, City of Houston
PROTEM

RM
(Prepared by Legal Dept. LEORAH F. McH...)
(DFM/May 1, 1997 Sr. Assistant City Attorney)
(Requested by Robert M. Litke,)
L.D.# 61-96031-03

DFM
u:\wpfiles\ord\tirz\ao4bound

EXHIBIT "A"

**BOUNDARIES OF THE AREA ADDED TO
REINVESTMENT ZONE NUMBER FOUR, CITY OF HOUSTON, TEXAS
(VILLAGE ENCLAVES)**

An area in the Joel Wheaton Survey, Abstract 80, of 1,053.7 acres described in three tracts.

TRACT 1

BEGINNING at the north right-of-way line of Brimhurst Drive and the east right-of-way line of Parkway Plaza Drive and continuing in an easterly direction along the north right-of-way line of Brimhurst Drive to the intersection with the west right-of-way line of Park Bayou Drive.

THENCE in a northerly direction along the west right-of-way line of Park Bayou Drive, or its extension, crossing Parkway Plaza Drive in route to a point on the north right-of-way line of Parkway Plaza Drive.

THENCE in an easterly direction along the north right-of-way line of Parkway Plaza Drive to the intersection with the west right-of-way line of Tracewood Park Drive.

THENCE in a northerly direction along the west right-of-way line of Tracewood Park Drive to the intersection with the south right-of-way line of Swiss Hill Drive.

THENCE in a westerly direction along the south right-of-way line of Swiss Hill Drive to the west right-of-way line of Tapper Hill Drive.

THENCE in a southerly direction along the west right-of-way line of Tapper Hill Drive to the north right-of-way line of Parkway Plaza Drive.

THENCE in a westerly direction along the north right-of-way line of Parkway Plaza Drive to the west property line of Reserve F, Block 3, of the Parkway Plaza Two Subdivision, Section 1.

THENCE in a northerly direction along the west property line of Reserve F, Block 3, of the Parkway Plaza Two Subdivision, Section 1, to the intersection with the south right-of-way line of Swiss Hill Drive.

THENCE in a northerly direction from the south right-of-way line of Swiss Hill Drive to the southwest corner of Reserve G, Block 5, of the Parkway Plaza Two Subdivision, Section 1.

THENCE in a northerly direction along the west property line of Reserve G, Block 5, of the Parkway Plaza Two Subdivision, Section 1, to the intersection with the north property line of Reserve G, Block 5 of the Parkway Plaza Two Subdivision, Section 1.

THENCE in an easterly direction along the north property line of Reserve G, Block 5, of the Parkway Plaza Two Subdivision, Section 1, to the intersection with the east property line of Reserve G, Block 5, of the Parkway Plaza Two Subdivision, Section 1.

THENCE in a southerly direction along the east property line of Reserve G, Block 5, of the Parkway Plaza Two Subdivision, Section 1, to the intersection with the north right-of-way line of Swiss Hill Drive.

THENCE in an easterly direction along the north right-of-way line of Swiss Hill Drive to its intersection with the west right-of-way line of Tracewood Park Drive.

THENCE in a northerly direction along the west right-of-way line of Tracewood Park Drive, or its extension, crossing Enclave Parkway in route to a point on the north right-of-way line of Enclave Parkway.

THENCE in a northeasterly direction along the north right-of-way line of Enclave Parkway to the intersection with the east property line of Reserve B, Parkway Villages Subdivision, Section 4.

THENCE in a northerly direction along the east property line of Reserve B, Parkway Villages Subdivision, Section 4, and continuing along the east property line of Lots 37 through 48, Block 1, of the Parkway Villages Subdivision, Section 4, to its intersection with the north property line of the Harris County Appraisal District ("HCAD") Tract 27P of the Joel Wheaton Survey, Abstract 80.

THENCE in a southeasterly direction along the north property line of HCAD Tracts 27P and 30A-1 of the Joel Wheaton Survey, Abstract 80, to the intersection with the west right-of-way line of Eldridge Road.

THENCE in a southwesterly direction along the west right-of-way line of Eldridge Road to the intersection with the south right-of-way line of Enclave Parkway.

THENCE in a southeasterly direction along the south right-of-way line of Enclave Parkway, crossing Eldridge Road, to the intersection with the northeast corner of HCAD Tract 48A of the Joel Wheaton Survey, Abstract 80.

THENCE in a southerly direction along the east property line of Tract 48A of the Joel Wheaton Survey, Abstract 80, to the intersection with the south property line of Tract 48A of the Joel Wheaton Survey, Abstract 80.

THENCE in a westerly direction along the south property line of HCAD Tract 48A of the Joel Wheaton Survey, Abstract 80, to the intersection with the east property line of HCAD Tract 27M of the Joel Wheaton Survey, Abstract 80.

THENCE southerly along the east property lines of Tracts 27M, 27Q of the Joel Wheaton Survey, Abstract 80, and Reserve A, Block 1, of the Parkway Plaza Subdivision, Section 1, to the intersection with the southeast corner of Reserve A, Block 1, of the Parkway Plaza Subdivision, Section 1, crossing Sandbridge Drive and continuing along the east property lines of Reserves C and D, Block 2, of the Parkway Plaza Subdivision, Section 1, to the intersection with the southeast corner of Reserve D, Block 5, of the Parkway Plaza Subdivision, Section 1.

THENCE in a westerly direction along the south property line of Reserve D, Block 2, of the Parkway Plaza Subdivision, Section 1, to the intersection with the east right-of-way line of Eldridge Road and crossing Eldridge Road, to the intersection with the west right-of-way line of Eldridge Road.

THENCE in a northerly direction along the west right-of-way line of Eldridge Road to its intersection with the south right-of-way line of Parkway Plaza Drive.

THENCE in a westerly direction along the south right-of-way line of Parkway Plaza Drive to the intersection with the east right-of-way line of Park Bayou Drive.

THENCE in a southerly direction along the east right-of-way line of Park Bayou Drive to the intersection with the north right-of-way line of Westerloch Drive.

THENCE in an easterly direction along the north right-of-way line of Westerloch Drive, or its extension, crossing Eldridge Road in route to a point on the east right-of-way line of Eldridge Road.

THENCE in a southerly direction along the east right-of-way line of Eldridge Road to the intersection with the south right-of-way line of Olive Hill Drive.

THENCE in an easterly direction along the south right-of-way line of Olive Hill Drive to the intersection with the west property line of Tract 51 of the Joel Wheaton Survey, Abstract 80.

THENCE in a southerly direction along the west property line of Tracts 51 and 29 of the Joel Wheaton Survey, Abstract 80, crossing Briar Forest Drive and continuing along the west property line of HCAD Tracts 29A and 29B of the Joel Wheaton Survey, Abstract 80, to the intersection with the northwest corner of HCAD Tract 72 of the Joel Wheaton Survey, Abstract 80.

THENCE in an easterly direction along the north property line of HCAD Tract 72 of the Joel Wheaton Survey, Abstract 80, to the intersection with the east property line of HCAD Tract 72 of the Joel Wheaton Survey, Abstract 80.

THENCE in a southerly direction along the east property line of HCAD Tract 72 of the Joel Wheaton Survey, Abstract 80, to the intersection with the north property line of Block 6 of the Reflections Subdivision, Section 1.

THENCE in a westerly direction along the north property line of Block 6 of the Reflections Subdivision, Section 1, to its intersection with the east property line of HCAD Tract 72 of the Joel Wheaton Survey, Abstract 80.

THENCE in a southerly direction along the east property line of HCAD Tract 72 of the Joel Wheaton Survey, Abstract 80, to the intersection with the north right-of-way line of Westheimer Road.

THENCE in a westerly direction along the north right-of-way line of Westheimer Road to the intersection with the west right-of-way line of Eldridge Road.

THENCE in a northerly direction along the west right-of-way line of Eldridge Road to the intersection with the north property line of the Commons At Parkway Subdivision.

THENCE in a westerly direction along the north property line of the Commons At Parkway Subdivision to the intersection with the west property line of the Commons At Parkway Subdivision.

THENCE in a southerly direction along the west property line of the Commons At Parkway Subdivision to the intersection with the north right-of-way line of Westheimer Road.

THENCE in a westerly direction along the north right-of-way line of Westheimer Road to the intersection with the east property line of Reserve A of the Briar Park Unrecorded Subdivision Replat, Section 1.

THENCE in a northerly direction along the east property line of the Briar Park Unrecorded Subdivision Replat, Section 1, to the intersection with the north property line of said subdivision.

THENCE in an easterly direction along the north property line of HCAD Tract 73 of the Joel Wheaton Survey, Abstract 80, to the intersection with the west property line of HCAD Tract 81 of the Joel Wheaton Survey, Abstract 80.

THENCE in a northerly direction along the west property line of HCAD Tract 81 of the Joel Wheaton Survey, Abstract 80, to the intersection with the north property line of HCAD Tract 81 of the Joel Wheaton Survey, Abstract 80.

THENCE in an easterly direction along the north property line of HCAD Tract 81 of the Joel Wheaton Survey, Abstract 80, to the intersection with the west property line of HCAD Tract 66E of the Joel Wheaton Survey, Abstract 80.

THENCE in a northerly direction along the west property line of HCAD Tracts 66E, 66C, 66F, 65D, 65C, 65B, 65A, 65F, 65, and 64C-1 of the Joel Wheaton Survey, Abstract 80, to the intersection with the south property line of HCAD Tract 64C of the Joel Wheaton Survey, Abstract 80.

THENCE in an easterly direction along the south property line of HCAD Tract 64C of the Joel Wheaton Survey, Abstract 80, to the intersection with the east property line of HCAD Tract 64C of the Joel Wheaton Survey, Abstract 80.

THENCE in a northerly direction along the east property line of HCAD Tracts 64C and 64B-1A of the Joel Wheaton Survey, Abstract 80, to the south right-of-way line of Briar Forest Drive, crossing Briar Forest Drive to the north right-of-way line of Briar Forest Drive.

THENCE in a westerly direction along the north right-of-way line of Briar Forest Drive to the intersection with the southeast corner of HCAD Tract 18A of the Joel Wheaton Survey, Abstract 80.

THENCE in a northerly direction along the east property line of HCAD Tract 18A of the Joel Wheaton Survey, Abstract 80, to the intersection with the northwest corner of HCAD Tract 19C of the Joel Wheaton Survey, Abstract 80.

THENCE in an easterly direction along the north property line of HCAD Tract 19C of the Joel Wheaton Survey, Abstract 80, to the intersection with the west right-of-way of Park Bayou Drive.

THENCE in a northerly direction along the west right-of-way line of Park Bayou Drive to the intersection with the south right-of-way line of Westerloch Drive.

THENCE in a westerly direction along the south right-of-way line of Westerloch Drive to the intersection with the east right-of-way line of Parkway Plaza Drive.

THENCE in a northerly direction along the east right-of-way line of Parkway Plaza Drive to the POINT OF BEGINNING.

SAVE AND EXCEPT a 21.092 acres of land situated in the Joel Wheaton Survey, A-80, being part of and out of that certain C.F. Restelle Tract described in deed recorded in Volume 1433, Page 310 of the Deed Records of Harris County, Texas; said 21.092 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the Northerly line of Westheimer Road (based on a width of 120.00 feet) with a cutback line from the Easterly line of Eldridge Road recorded in Volume 327, Page 18 of the Map Records of Harris County, Texas and the Southerly line of said C.F. Restelle tract;

THENCE, N 89° 30' 56" E, with the Northerly right-of-way line of said Westheimer Road and the Southerly line of said C.F. Restelle tract, a distance of 379.25 feet to a 3/4 inch iron rod for corner;

THENCE, N 00° 04' 30" E, a distance of 2694.31 feet to a 5/8 inch iron rod for the POINT OF BEGINNING, sam [sic] point also being the Southeast corner of the herein described tract;

THENCE, N 89° 55' 32" W, a distance of 400.38 feet to a 5/8 inch iron rod for corner in the Easterly right-of-way line of Eldridge Road (100 feet wide) and being in a cure [sic] from which the center of curvature bears S 86° 26' 24" W, 2050.00 feet, same point also being the Southwest corner of the herein described tract;

THENCE, with the Easterly right-of-way line of Eldridge Road in a Northerly direction with a curve to the left having a central angle of 20° 16' 00", a radius of 2050.00 feet, and an arc length of 725.13 feet to a 5/8 inch iron rod for the end of said curve and a point of tangency;

THENCE, N 23° 49' 36" W, with the Easterly right-of-way line of Eldridge Road, a distance of 200.05 feet to a 5/8 inch iron rod a point of curvature, the beginning of a curve to the right;

THENCE, with the Easterly right-of-way line of Eldridge Road in a Northerly direction with a curve to the right having a central angle of 19° 02' 48", a radius of 1950.00 feet, and an arc length of 648.23 feet to a 5/8 inch iron rod for the end of said curve, same point also being the Northwest corner of the herein described tract;

THENCE, N 89° 55' 30" E, a distance of 574.34 feet to a 5/8 inch iron rod for corner;

THENCE, N 00° 04' 30" E, a distance of 48.50 feet to a 5/8 inch iron rod for corner;

THENCE, S 89° 55' 30" E, a distance of 239.00 feet to a 5/8 inch iron rod for corner;

THENCE, S 00° 04' 30" W, a distance of 1557.06 feet to the POINT OF BEGINNING, and containing 21.092 acres of land.

TRACT 2

BEING a 202.31 acre tract of land in the Joel Wheaton Survey, Abstract No. 80, Harris County, Texas, being all of that same 111.1460 acre tract described in a deed recorded under the Harris County Clerk's File No. P295182 and being part of that same 203.6939 acre tract described in a deed recorded under the Harris County Clerk's File No. P295183, said 202.31 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found for the northwest corner of Briar Park, Section One, of which a plat is recorded in Volume 155, Page 118 of the Harris County Map Records, same being the southwest corner of said 111.1460 acre tract, said iron rod being in the east line of a 110-foot wide drainage easement recorded in Volume 6687, Page 557 of the Harris County Deed Records;

THENCE N 00° 03' 00" W, 1564.86 feet along the west line of said 111.1460 acre tract and along the east line of said drainage easement to a 5/8" iron rod found for the most southerly southeast corner of said 203.6939 acre tract and for the northeast corner of said drainage easement;

THENCE S 89° 57' 58" W, 1468.00 feet along a south line of said 203.6939 acre tract, same being the north line of said drainage easement, the north line of a 2.3413 acre tract described in a deed recorded in Volume 8111, Page 326 of the Harris County Deed Records and the north line of Briar Village, Section Four, of which a plat is recorded in Volume 222, Page 11 of the Harris County Map Records to 3/4" iron rod found for the southwest corner of said 203.6939 acre tract and being in the east line of Restricted Reserve "A", of the Welx Plant Site Subdivision, of which a plat is recorded in Volume 329, Page 52 of the Harris County Map Records;

THENCE N 00° 02' 17" E, 518.42 feet along the most westerly line of said 203.6939 acre tract and along the east line of said Reserve "A" to a 3/4" iron rod found for the most westerly northwest corner of said 203.6939 acre tract, said iron rod being in the south line of a 30 acre tract described in a deed recorded under the Harris County Clerk's File No. B310430;

THENCE S 89° 53' 16" E, 590.17 feet along the south line of said 30 acre tract and along a north line of said 203.6939 acre tract to a 3/4" iron rod found for the southeast corner of said 30 acre tract and for a re-entrant corner of said 203.6939 acre tract;

THENCE N 00° 14' 46" E, 1359.45 feet along a west line of said 203.6939 acre tract, along the east line of said 30 acre tract and along the east line of a 42.5594 acre tract described in a deed recorded under the Harris County Clerk's File No. H052828 to a 1/2" iron rod found for the most westerly northwest corner of said 203.6939 acre tract and for the most southerly southwest corner of a 51.0854 acre tract described in a deed recorded under the Harris County Clerk's File No. N955251;

THENCE S 89° 59' 57" E, 707.26 feet along a south line of said 51.0854 acre tract and along a north line of said 203.6939 acre tract to a 5/8" iron rod found for the southeast corner of said 51.0854 acre tract and for re-entrant corner of said 203.6939 acre tract;

THENCE N 00° 02' 59" E, 362.74 feet along a west line of said 203.6939 acre tract and along the east line of said 51.0854 acre tract to a 5/8" iron rod set for corner;

THENCE S 75° 16' 37" E, 294.03 feet to a 5/8" iron rod set for an angle point;

THENCE S 82° 48' 40" E, 248.54 feet to a point for corner;

THENCE S 04° 11' 07" W, 153.19 feet to an angle point;

THENCE S 00° 02' 59" W, 113.72 feet to a point for corner;

THENCE S 89° 57' 01" E, 120.00 feet to a point for corner;

THENCE S 00° 02' 59" W, 15.16 feet to the point of curvature of a curve to the right;

THENCE in a southerly direction, 67.06 feet along the arc of said curve to the right having a radius of 445.00 feet, a central angle of 8° 38' 04" and a chord which bears S 04° 21' 06" W, 67.00 feet to the southwest corner on the south end of Barnhart Blvd, as shown on the plat of Lakes of Parkway, Section One recorded under Film Code 368056 of the Harris County Map Records;

THENCE along the southerly boundary of said Lakes of Parkway, Section One as follows:

S 81° 19' 52" E, 90.00 feet to a point for corner;

In a northerly direction, 20.22 feet along the arc of a curve to the left having a radius of 535.00 feet, a central angle of 2° 09' 56" and a chord which bears N 07° 35' 10" E, 20.22 feet to a point of reverse curvature;

In a northeasterly direction, 36.54 feet along the arc of a curve to the right having a radius of 25.00 feet, a central angle of 83° 32' 47" and a chord which bears N 48° 16' 36" E, 33.31 feet to the point of tangency;

S 89° 57' 01" E, 10.48 feet to the point of curvature of a curve to the right;

In a southeasterly direction, 464.60 feet along the arc of said curve to the right having a radius of 450.00 feet, a central angle of 59° 09' 16" and a chord which bears S 60° 22' 23" E, 444.24 feet to the point of tangency;

S 30° 47' 45" E, 70.50 feet to the point of curvature of a curve to the left;

In a southeasterly direction, 22.83 feet along the arc of said curve to the left having a radius of 680.00 feet, a central angle of 1° 55' 24" and a chord which bears S 31° 45' 27" E, 22.83 feet to the point of curvature of a curve to the right;

In a southerly direction, 37.32 feet along the arc of said curve to the right having a radius of 25.00 feet, a central angle of $85^{\circ} 31' 32''$ and a chord which bears $S 10^{\circ} 02' 37'' W$, 33.95 feet to a point for corner;

$S 37^{\circ} 11' 37'' E$, 60.00 feet to a point for corner;

In an easterly direction, 37.32 feet along the arc of a curve to the right having a radius of 25.00 feet, a central angle of $85^{\circ} 31' 32''$ and a chord which bears $S 84^{\circ} 25' 51'' E$, 33.95 feet to a point of reverse curvature;

In a southeasterly direction, 93.41 feet along the arc of a curve to the left having a radius of 680.00 feet, a central angle of $7^{\circ} 52' 13''$ and a chord which bears $S 45^{\circ} 36' 11'' E$, 93.33 feet to the point of tangency of said curve;

$S 49^{\circ} 32' 18'' E$, 105.00 feet to the point of curvature of a curve to the right;

In a southeasterly direction, 135.00 feet along the arc of said curve to the right having a radius of 420.00 feet, a central angle of $18^{\circ} 24' 59''$ and a chord which bears $S 40^{\circ} 19' 48'' E$, 134.42 feet to a point for corner;

$N 58^{\circ} 52' 42'' E$, 60.00 feet to an angle point;

$N 49^{\circ} 12' 12'' E$, 112.60 feet to an angle point;

$N 57^{\circ} 55' 48'' E$, 146.32 feet to an angle point;

$N 74^{\circ} 57' 08'' E$, 164.07 feet to an angle point;

$S 87^{\circ} 31' 01'' E$, 246.12 feet to an angle point;

$N 89^{\circ} 55' 52'' E$, 60.00 feet to a point for corner;

$N 00^{\circ} 04' 08'' W$, 18.18 feet to a point for corner;

$N 89^{\circ} 55' 52'' E$, 125.00 feet to a point for the southeast corner of said Lakes of Parkway, Section One and being in the east line of said 203.6939 acre tract;

THENCE $S 00^{\circ} 04' 08'' E$, along the east line of said 203.6939 acre tract, along the west line of an 11.664 acre tract described in a deed recorded under the Harris County Clerk's File No. C552226, passing at a distance of 361.31 feet a $3/4''$ iron pipe found for the southwest corner of said 11.664 acre tract, same being the northwest corner of another 11.664 acre tract described in a deed recorded under the Harris County Clerk's File No. D701672, passing at a distance of 463.59 feet a $3/4''$ iron pipe found for the common east corner of said 203.6939 acre tract and said 111.1460 acre tract, continuing $S 00^{\circ} 04' 08'' E$, along the west line of the last said 11.664 acre tract and along the east line of said 111.1460 acre tract, passing at a distance of 988.02 feet the northwest corner of yet another 11.664 acre tract described in a deed recorded in Volume 3786, Page 532 of the Harris County Deed Records, begin going along the west line of the last

said 11.664 acre tract and in all a total distance of 1410.17 feet to a 3/4" iron pipe found for the southwest corner of the last said 11.664 acre tract, same being the northwest corner of a 9.550 acre tract described in a deed recorded under the Harris County Clerk's File No. D167585;

THENCE S 00° 02' 51" E, 1314.61 feet to a 3/4" iron rod found for the most easterly southeast corner of said 111.1460 acre tract, same being the southwest corner of said 9.550 acre tract and the northeast corner of the remainder of a 50 acre tract described in a deed recorded in Volume 649, Page 334 of the Harris County Deed Records;

THENCE S 89° 27' 14" W, 502.67 feet along a south line of said 111.1460 acre tract and along the north line of said remainder tract to a 3/4" iron rod found for the northwest corner of said remainder tract;

THENCE S 00° 20' 55" W, 260.35 feet along an east line of said 111.1460 acre tract and along the west line of said remainder tract to a 3/4" iron rod found for the most southerly southeast corner of said 111.1460 acre tract;

THENCE S 89° 59' 16" W, along the south line of said 111.1460 acre tract, passing at a distance of 532.84 feet a 3/4" iron rod found for the northeast corner of said Briar Park, Section One, continuing along the south line of said 111.1460 acre tract a total distance of 1676.56 feet to the POINT OF BEGINNING and containing 202.31 acres of land.

TRACT 3

BEGINNING at the northeast corner of a 51.0854 acre tract described in a deed recorded under Harris County Clerk's File No. N955251 and the south right-of-way line of Briar Forest Drive and continuing in a southerly direction along the east property line of said 51.0854 acre tract to the intersection with the south property line of said tract.

THENCE in a westerly direction along the south property line of said 51.0854 acre tract to the east property line of HCAD Tract 71 of the Joel Wheaton Survey, Abstract 80.

THENCE in a southerly direction along the east property line of HCAD Tracts 71 and 71B of the Joel Wheaton Survey, Abstract 80, to the intersection with the south property line of HCAD Tract 71B of the Joel Wheaton Survey, Abstract 80.

THENCE in a westerly direction along the south property line of HCAD Tract 71B of the Joel Wheaton Survey, Abstract 80, to the intersection with the east right-of-way line of State Highway 6.

THENCE in a northerly direction along the east right-of-way line of State Highway 6 to the intersection with the southwest corner of Reserve D1 of the Briarhills Subdivision, Section 2.

THENCE in an easterly direction along the south property lines of Reserves D1, D2, D4, and D3 of the Briarhills Subdivision, Section 2, to the intersection with the southeast corner of Reserve D3 of the Briarhills Subdivision, Section 2.

(Approving/Authorizing)

City of Houston Ordinance No. 97-565

AN ORDINANCE APPROVING AND AUTHORIZING INTERLOCAL AGREEMENTS BETWEEN THE CITY OF HOUSTON, TEXAS, THE HOUSTON INDEPENDENT SCHOOL DISTRICT AND REINVESTMENT ZONE NUMBER FOUR, CITY OF HOUSTON, TEXAS (VILLAGE ENCLAVES ZONE), REINVESTMENT ZONE NUMBER FIVE, CITY OF HOUSTON, TEXAS (MEMORIAL-HEIGHTS ZONE), REINVESTMENT ZONE NUMBER SIX, CITY OF HOUSTON, TEXAS (EASTSIDE ZONE) AND REINVESTMENT ZONE NUMBER SEVEN, CITY OF HOUSTON, TEXAS (OLD SPANISH TRAIL/ALMEDA CORRIDORS ZONE) FOR THE PARTICIPATION OF THE HOUSTON INDEPENDENT SCHOOL DISTRICT IN THE REINVESTMENT ZONES; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON:

Section 1. The City Council hereby approves and authorizes the contracts, agreements or other undertakings described in the title of this Ordinance, in substantially the form as shown in the documents which are attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such documents and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 3. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contracts without further authorization from Council.

Section 4. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event

FORM 132.M

(Approving/Authorizing)

that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 21st day of may, 1997.

APPROVED this _____ day of _____, 19____.

Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is MAY 27 1997.

C. R. Russell
City Secretary

(Prepared by Legal Dept.
(JSW:WHU: May 15, 1997)
(Requested by Director, Finance & Administration)
(L.D. File No.)

To Wigenton
Assistant City Attorney

c:@wpdocs@whor1426 -