

FORM 132.M  
(Approving/Authorizing)

Controller's Office

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

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

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

*Ronald C. Khoo*  
*R.B. Kim*

Date: Feb 1, 2011.

City Controller of the City of Houston

NA. 6500 NA

FUND REF: \_\_\_\_\_ AMOUNT: -0 - ENCUMB. NO.: RF65065-11

City of Houston, Texas, Ordinance No. 2011- 74

AN ORDINANCE APPROVING AND AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HOUSTON, TEXAS, HARRIS COUNTY, REINVESTMENT ZONE NUMBER FIFTEEN, CITY OF HOUSTON, TEXAS (EAST DOWNTOWN ZONE) AND THE EAST DOWNTOWN REDEVELOPMENT AUTHORITY RELATING TO THE PARTICIPATION OF HARRIS COUNTY IN THE REINVESTMENT ZONE; AND DECLARING AN EMERGENCY.

\* \* \* \* \*

*HGS*  
*af*  
*de*

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

**Section 1.** That the City Council hereby approves and authorizes the contract, agreement, or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute the document 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.** That the Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such contracts, agreements, or other undertakings described in the title of this Ordinance, in the event of changed circumstances.

**Section 3.** That the City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under such contracts, agreements, or other undertakings without further authorization from Council.

**Section 4.** That there exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 2nd day of February, 2011.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is FEB 08 2011.

[Signature]  
City Secretary

(Prepared by Legal Department [Signature]  
(DRC:drc January 26, 2011) Senior Assistant City Attorney  
(Requested by Andy Icken, Chief Development Officer, Economic Development Department)  
(L. D. File No. 0619900058039)

G:\LAND\TIRZ\DYNAMO\Harris County Interlocal Agmt\Interlocal HC & COH\ORDApprovingHCParticipation .doc

AYE	NO	
✓		MAYOR PARKER
••••	••••	COUNCIL MEMBERS
	ABSENT	STARDIG
✓		JOHNSON
	ABSENT	CLUTTERBUCK
✓		ADAMS
✓		SULLIVAN
✓		HOANG
✓		PENNINGTON
✓		GONZALEZ
✓		RODRIGUEZ
✓		COSTELLO
✓		LOVELL
✓		NORIEGA
	ABSENT	BRADFORD
✓		JONES
CAPTION	ADOPTED	

CAPTION PUBLISHED IN DAILY COURIER  
REVIEW  
DATE: FEB 08 2011



City:

City of Houston  
901 Bagby, 4<sup>th</sup> Floor  
Houston, TX 77002  
Attn: Andy Icken  
Chief Development Officer

Harris County:

Harris County  
Community Services Department  
8410 Lantern Point  
Attn: David Turkel  
Director, Harris County Community Services  
Department

East Downtown Zone and Authority:

Reinvestment Zone Number Fifteen / East  
Downtown Redevelopment Authority  
c/o Vinson & Elkins LLP  
First City Tower  
1001 Fannin Street, Suite 2500  
Houston, TX 77002  
Attn: Clark Lord  
Public Finance/Municipal Bonds

## II. DEFINITIONS

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

“Agreement” means this agreement between the City, the County, the Authority and the TIRZ.

“Agreement Term” is defined in Section VI.

“Cap” means the Cumulative Maximum County Participation in dollars.

“Captured Appraised Value” means the increase in taxable appraised value within the Zone boundaries, as defined by Chapter 311, Texas Property Tax Code.

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

“County” is defined in Section I of this Agreement and includes its successors and assigns.

“County Tax Increment Participation” means the County’s annual ad valorem tax increment payments to the TIRZ pursuant to Section IV of this Agreement.

“Dynamo Stadium Project” means the construction of a soccer stadium on the Project Site.

“HCAD” means Harris County Appraisal District.

“Interlocal Agreement” means the Interlocal Agreement between the City, the County, and the Harris County-Houston Sports Authority approved by the Harris County Commissioners Court on April 13, 2010, concerning terms of participation in the Dynamo Stadium Project, a copy of which is attached hereto as Exhibit 2 and incorporated by reference for all purposes.

“Zone” means the area within the boundaries of the East Downtown Zone, also known as the Tax Increment Reinvestment Zone Number Fifteen, City of Houston, Texas,

as created by the City by Ordinance No. 1999-708, and as subsequently amended. Attached hereto as Exhibit 1 is a map outlining the present boundaries of the Zone.

“Plan” means the Project Plan and Reinvestment Zone Financing Plan adopted by the TIRZ and approved by City Council by Ordinance No. 1999-757, and as subsequently amended. The second amendment to the Plan, dated November 15, 2010, is attached hereto as Exhibit 3 and incorporated by reference for all purposes.

“Project Site” means the land described in Exhibit A of the Interlocal Agreement, being the land upon which is proposed that the Dynamo Stadium Project will be constructed.

“Tax Increment Fund” means the fund or account created by the City in the City Treasury for accumulating tax increment revenues associated with value increases in the Zone.

“Base Year” means tax year 2007, the base year for Harris County’s participation

“Base Value” means the certified appraised value within the Zone as established by HCAD for the 2007 Base Year.

Otherwise, the terms used herein have the meanings ascribed to them in Chapter 311, Texas Tax Code.

### **III. BACKGROUND**

On July 7, 1999, the City created the Zone pursuant to City Ordinance No. 1999-708 for the purposes of development and redevelopment in the East Downtown Area. The Board of Directors of the Zone adopted the Plan, which was then approved by the City by City Ordinance 1999-757. The Zone and the City have subsequently amended the project plan and reinvestment zone financing plan. The City authorized the creation of the Authority to aid, assist and act on behalf of the City in the performance of the City's governmental and proprietary functions with respect to the common good and general welfare of the Zone and neighboring areas. The City, the Zone and the Authority subsequently entered into the East Downtown Zone Agreement to administer the Zone on August 3, 2000, by City Ordinance No. 2000-663. The City has agreed to participate in the Zone by contributing City tax increments collected in the Zone to the Tax Increment Fund. Now the County desires to participate in the Zone in consideration for the agreements set forth below.

#### **IV. OBLIGATIONS OF THE COUNTY**

All obligations of the County under this Agreement are contingent on delivery of the fully executed Special Warranty Deed by the City to the County for an undivided one-half interest in the land included in the Project Site as required by the Interlocal Agreement.

##### **A. County Tax Increment Participation**

For and in consideration of the agreements of the parties set forth herein, and subject to the remaining subsections of this section, the parties agree that the County's participation in the TIRZ is a payment, to the extent authorized by law, to the Tax Increment Fund during the term of this Agreement equal to one hundred per cent (100%) of the tax increment attributed to the Captured Appraised Value in the Zone attributable to the County. The County shall participate so that eighty five percent (85%) of its contribution to the Tax Increment fund will be used only for the project costs incurred by the Zone for the proposed Dynamo Stadium Project. Of this eighty five percent, fifty seven percent (57%) will be used to pay the project costs for the construction of infrastructure for or in support of the proposed stadium on the Project Site. The remaining forty three per cent (43%) of the eighty five per cent will be used to pay the City pursuant to the terms of the Interlocal Agreement for the County's share of the price of the land in the Project Site acquired for the Dynamo Stadium Project.

This Agreement becomes effective as of the date of the final signature hereto and only after receipt of the fully executed Special Warranty Deed by the County, as described in the first paragraph of this Section. The term of this Agreement shall commence with the tax year beginning on January 1, 2010. This Agreement shall

terminate on the earlier of the tax year ending December 31, 2040 or when the County has reached the Cap for the Harris County Tax Increment Participation, whichever occurs first. It is the intent of the parties that Harris County's participation in the East Downtown Zone, or any expansion thereof, is limited to the term stated herein. The payments by the Port of Houston Authority of Harris County, Texas ("the Port"), the Harris County Flood Control District ("Flood Control"), the Harris County Hospital District ("the Hospital"), the Harris County Department of Education ("Education"), and any other taxing entity for whom the County imposes taxes, either now or in the future, shall be zero percent (0%) of the tax increment attributed to the Captured Appraised Value in the TIRZ boundaries, attributable to the Port, Flood Control, the Hospital, Education, and any other taxing entity for whom the County imposes taxes, either now or in the future.

Eighty five per cent of the County's participation and use of funds is limited to the Dynamo Stadium Project, up to an aggregate overall maximum participation (also known as the Cap) equal to THIRTY SIX MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$36,800,000.00). Of this amount, TWENTY ONE MILLION DOLLARS (\$21,000,000.00) is the maximum participation by the County for up to one-half the cost of the infrastructure built for the Dynamo Stadium Project, which the parties agree has a net present value of TEN MILLION DOLLARS (\$10,000,000.00), and the FIFTEEN MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$15,800,000.00) is the maximum participation that the County will pay to the City for the County's share of the cost of land for the Project Site acquired for the Dynamo Stadium Project, which the parties agree has a net present value of SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000.00). The types of infrastructure for which the

County Tax Increment Participation must be used include, but are not limited to: streets, sidewalks, water, sewer, drainage, utilities and such other items determined by the Harris County-Houston Sports Authority to be infrastructure. The County Tax Increment Participation shall be restricted for use only on those infrastructure projects that are a direct part of the Dynamo Stadium Project. In the event of bond or other financing, the County's Tax Increment Participation may be dedicated to bond or loan repayment; however, in that event, if the bond or loan proceeds exceed the County's Tax Increment Participation, the dedication of the County's Tax Increment Participation shall be limited to the amount of the County's Tax Increment Participation.

In addition, the County shall participate so that five per cent (5%) of its total contribution shall be utilized by the County for the Homeless Housing Programs in accordance with the provisions and limitations set out in Article II.E of the Interlocal Agreement. The contribution of the County to the Tax Increment Fund dedicated to the Homeless Housing Programs shall be paid to the Harris County Community Services Department annually for use in its Homeless Housing Programs. Such payment shall be disbursed by the City and/or the Authority to the County for the applicable year within 30 days after the City receives the County Tax Increment Participation.

In the event the City or TIRZ or the Authority expends funds inconsistent with the Plan or this Agreement, the County shall notify the City and TIRZ of such breach, and the defaulting party shall have sixty (60) days to cure the breach. In the event the breach is not cured within the sixty (60) day period, the County shall suspend all tax increment payments until the breach is cured.

**B. Tax Increment Limitation**

The County shall make payments once each year, by August 31<sup>st</sup>, for the prior tax year, beginning with tax year 2010 (calendar year 2011). The County is not obligated to pay its County Tax Increment Participation from any source other than taxes collected by the County on the Captured Appraised Value attributable to the Zone. Furthermore, the County has no duty or obligation to pay the County Tax Increment Participation from any other County tax collections or revenues, or until the County Tax Increment Participation in the Zone is actually collected. Any portion of the taxes representing the County Tax Increment Participation that are paid to the County and subsequently refunded pursuant to the provisions of the Texas Tax Code shall be offset against future payments to the Tax Increment Fund. The obligation to pay the County Tax Increment Participation accrues, as ad valorem taxes representing the County Tax Increment Participation are collected by the County, and payment shall be due as provided in the Texas Tax Code. No interest or penalty will be charged to the County for any late payment received from the County by the TIRZ or the City.

**C. Expansion of the TIRZ**

The obligation of the County to participate in the TIRZ is limited to the area of the Zone described in the map of which is attached hereto as Exhibit 1. The County's participation does not extend to the tax increment on any additional property that may be added to the Zone or any amendment to the Plan by the TIRZ and the City that would increase the total amount of project costs after the date of this Agreement, unless the County specifically agrees to participate in the additional area or amendment to the Plan. In addition, the County's participation does not extend to any dedication of revenue from

the Tax Increment Fund by the TIRZ for projects other than those specified herein unless the County specifically agrees to participate in the dedication.

**D. Reconciliation of Accounts**

Each year after calendar year 2011, the County Tax Increment Participation is due on August 31<sup>st</sup> for the year and shall include any retroactive adjustments that may be due for the prior year over or under payments. In any year, beginning with calendar year 2011, that the County payment is determined to have been ten per cent (10%) or greater than the amount actually due, the amount of overpayment by the County shall be refunded by the City and/or the Authority within forty-five (45) days of written notification from the County that such overpayment occurred. Alternatively, in the event that the County payment is determined to be less than ten percent (10%) than the amount actually due, the amount of underpayment by the County shall be disbursed by the County to the City within forty-five (45) days of written notification from the City that such underpayment occurred.

**E. Board of Directors**

Notwithstanding anything to the contrary in Ordinance No. 1999-708 and subsequent amendments, which created the TIRZ, pursuant to the provisions of Chapter 311 of the Texas Tax Code, the County shall have the unequivocal right to appoint and thereafter at all times maintain one (1) member on the TIRZ Board of Directors. The County may also appoint and maintain as many non-voting ex officio members on the TIRZ Board of Directors as the County may desire.

**V. OBLIGATIONS OF THE CITY AND THE TIRZ**

**A. Project Plan and Financing Plan**

Any member of the County Commissioners Court may review and comment upon any amendment to the Plan before any amendments thereto are submitted to the City Council for approval. The City agrees to make a formal presentation to the County Commissioners Court of any proposed amendments or expansions to Zone at least sixty (60) days prior to their submission to the City Council for approval. County participation in such an amendment or expansion requires a favorable vote by the County Commissioners Court and an amendment to the terms of this Agreement, prior to any approval by City Council. Failure of the City and/or the TIRZ to receive County Commissioners Court approval will result in the County's non-participation in such amendment and/or alteration.

**B. Disposition of Tax Increment**

Upon termination of the TIRZ, and after all bonded or other indebtedness of the TIRZ has been paid, the City and the TIRZ shall refund to the County, within thirty (30) days of said termination, all monies remaining in the Tax Increment Fund that are attributable to the County Tax Increment Participation paid by the County into the Tax Increment Fund.

**C. Audits**

The City shall provide to the County a copy of each audit, as may be required by any present or future agreement entered into by or on behalf of the TIRZ and/or the Authority, within thirty (30) days of receipt of each audit. In addition, the City shall

provide to the County a copy of all reports, studies and analyses prepared by the City, the TIRZ, the Authority, or others that concern the expenditure of Tax Increment Funds or repayment of bonded indebtedness of said TIRZ or the Authority.

The County shall have the right to audit the City's Tax increment Fund and/or the books and records of the TIRZ or the Authority upon thirty (30) days written notice to the City, the TIRZ or the Authority. Any such audit shall be at the County's expense.

**D. Administrative Fees**

Neither the City, the TIRZ, the Board, nor the Authority will receive any type of fee, whether administrative or otherwise, from any amounts paid into the Tax Increment Fund by the County. The City shall forego acceptance of any fee that may be permitted by current or future federal, state, or local statute, whether deducted from tax increment funds as received or reimbursed by the TIRZ at a later date out of the County's Tax Increment Participation. An administrative fee equal to ten per cent (10%) of the County's total tax increment payment to the Tax Increment Fund will be paid annually by the City to the County for administrative costs related to Homeless Housing Programs and TIRZ #15 participation. Such payment shall be disbursed by the City and/or Authority to the County for the applicable year within 30 days after the City receives the County Tax Increment Participation.

**E. Minority and Women-Owned Business Enterprise**

The City, the TIRZ and the Authority shall make every effort to stimulate the growth of minority and women-owned businesses by encouraging their full participation in all phases of procurement activities undertaken directly by them and use of best efforts in awarding contracts and subcontracts and aid to minority, women-owned, and

disadvantaged business enterprises to the best extent possible, for implementation of the Plan. The TIRZ and the Authority will make good faith efforts to award a percentage of the value of contracts which they award to minority, women-owned, and disadvantaged businesses. While it is not a requirement of this Agreement that the TIRZ or the Authority meet or exceed any particular set of goals, it is a requirement that the TIRZ and the Authority demonstrate that it has exerted good faith efforts by maintaining records showing that it has adequately considered awarding of contracts, supply agreements, and support services with and to minority, women-owned, and disadvantaged business enterprises. It is not intended that this provision impose any affirmative duties upon the Harris County-Houston Sports Authority or Dynamo Stadium, LLC.

## **VI. TERM AND TERMINATION**

### **A. Agreement Term**

This Agreement becomes effective as of the date of the final signature hereto and only after receipt of the fully executed Special Warranty Deed by the County, as described in the first paragraph of Section IV. The term of this Agreement shall commence with the tax year beginning on January 1, 2010 (calendar year beginning January 1, 2011). This Agreement shall terminate on the earlier of the tax year ending December 31, 2040 (calendar year ending December 31, 2041), or when the cumulative Dynamo Stadium Project-related County Tax Increment Participation equals the total Cap of \$36.8 million (\$21 million for the project costs and \$15.8 million for the land costs), or when County contributions are no longer required to cover bond or other debt service, unless earlier terminated by the parties hereto, whichever occurs first. In the event bonds or other debt

are issued, the County's participation shall not increase. It is the intent of the parties that the County's participation in the Zone, or any expansion thereof, is limited to the term stated herein. Nothing in this Agreement, however, limits the authority of the County Commissioners Court to extend the term of this Agreement or increase the amount of the County Tax Increment Participation in the TIRZ, as set forth in Section IV of this Agreement. Upon termination of this Agreement, the obligation of the County to contribute to the Tax Increment Fund for the TIRZ shall end. However, the obligations of the City and the TIRZ to refund any overpayment by the County shall survive such termination.

**B. Early Termination**

The TIRZ may terminate pursuant to the provisions of Texas Tax Code Chapter 311. If the City's participation ceases or is decreased, then the County's participation shall automatically cease or be decreased by the same pro rata percentage.

**VII. MISCELLANEOUS**

**A. Severability**

In the event any term, covenant or condition herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained.

In the event any term, covenant or condition shall be held invalid and affects in any manner the limitations on Harris County's, or any other party's, contributions or participation, then neither Harris County, nor any other party, shall have any 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 other 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, agent or employee of the City, the City Council, the TIRZ, the Board, the Authority, the County, or the County Commissioners Court.

**H. No Waiver of Immunity**

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

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

**IN WITNESS WHEREOF**, the City, County, the Authority and the TIRZ have made and executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL:

**CITY OF HOUSTON**

By: \_\_\_\_\_  
Name: ANNA RUSSELL  
City Secretary

By: \_\_\_\_\_  
ANNISE PARKER  
Mayor, City of Houston

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

APPROVED AS TO FORM:

**EAST DOWNTOWN  
REDEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Name: DAVID M. FELDMAN  
City Attorney

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

APPROVED AS TO FORM:

**HARRIS COUNTY**

VINCE RYAN  
County Attorney

By: \_\_\_\_\_  
DOUGLAS P. RAY  
Assistant County Attorney

By: \_\_\_\_\_  
DAVID TURKEL  
Director, Harris County Community  
Services Department

Date Signed: \_\_\_\_\_

**TAX INCREMENT REINVESTMENT  
ZONE NUMBER FIFTEEN, CITY OF  
HOUSTON, TEXAS**

ATTEST/SEAL:

By \_\_\_\_\_  
GORDON QUAN  
Chairperson, Board of Directors

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

Date Signed: \_\_\_\_\_

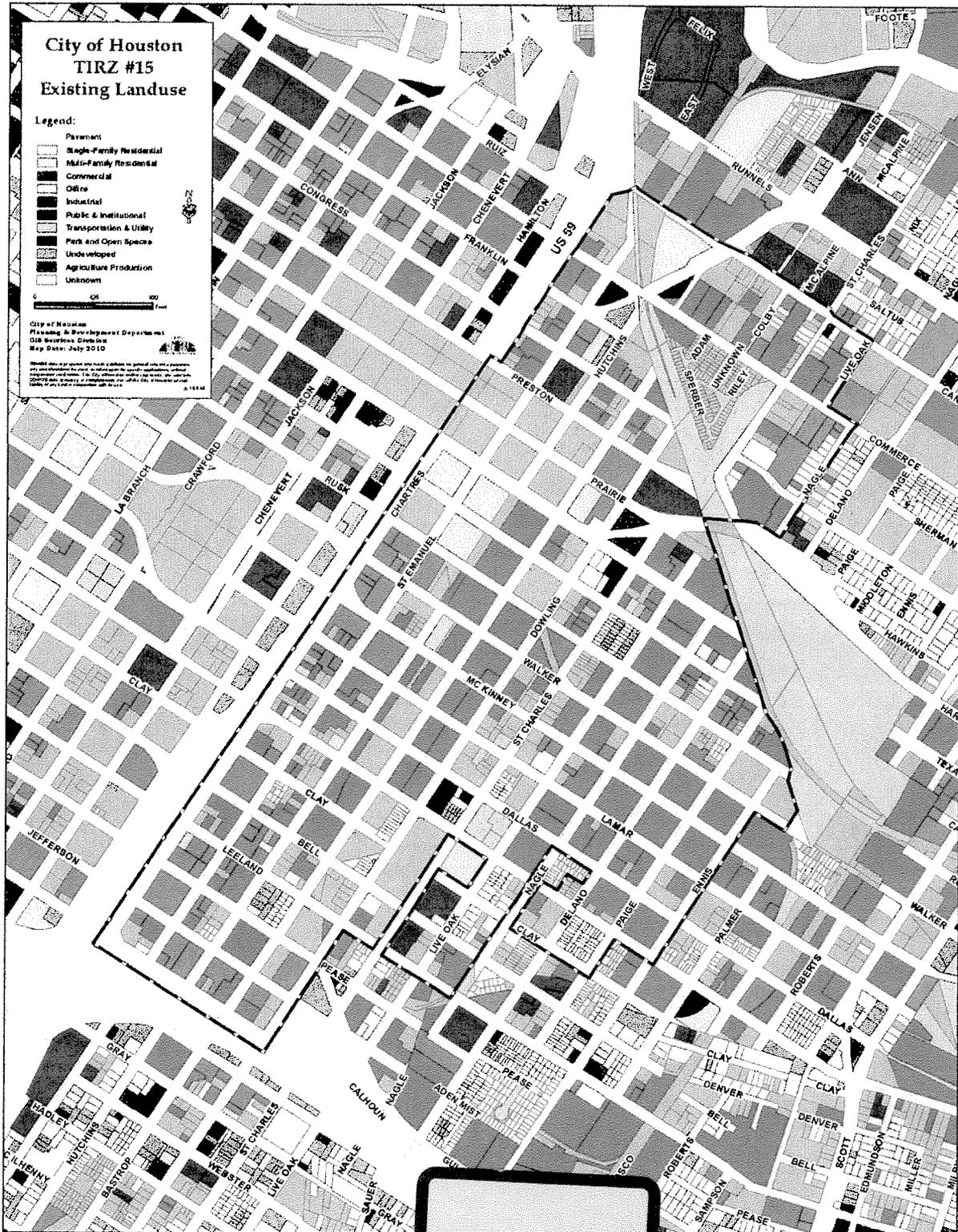
Date Signed: \_\_\_\_\_

COUNTERSIGNED:

CONTROLLER, CITY OF HOUSTON

By: \_\_\_\_\_ Date: \_\_\_\_\_  
RONALD GREEN

Map I – Map showing existing land uses in the Zone



**EXHIBIT 1**

**TAX INCREMENT REINVESTMENT ZONE NUMBER FIFTEEN  
CITY OF HOUSTON, TEXAS**

**EAST DOWNTOWN ZONE**

Second Amended  
Project Plan and Reinvestment Zone Financing Plan

November 15, 2010

*Exhibit 2*

REINVESTMENT ZONE NUMBER FIFTEEN, CITY OF HOUSTON, TEXAS  
 EAST DOWNTOWN ZONE, PART C PLAN  
 Second Amended Project Plan and Reinvestment Zone

Financing Plan  
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Tax Increment Reinvestment Zone Number Fifteen, City of Houston, Texas  
East Downtown Redevelopment Authority  
Plan C – Amendment 2010

## INTRODUCTION

The purpose of the Project Plan and Reinvestment Zone Financing Plan (collectively, the Parts A and B Plans are the “Plans”) for Reinvestment Zone Number Fifteen, City of Houston, Texas and the East Downtown Zone (herein referred to as the “TIRZ”) is to set forth goals, expectations and redevelopment plans and programs necessary to create and support an environment attractive to private investment in the East Downtown area. The intent of the Plan is to ensure that the improvements will result in the long-term stability and viability of the area.

## OVERVIEW

The City created the TIRZ by Ordinance No. 1999-708 adopted July 7, 1999 for the purposes of redevelopment in approximately 179 acres in an area generally referred to as “Old” Chinatown. A Project Plan and Reinvestment Zone Financing Plan (the “Part A Plan”) was adopted by City Council on July 21, 1999 by Ordinance no. 1999-757. The intent of the Plan was to provide for the repositioning of the East Downtown area by promoting and developing infrastructure improvements, parking facilities to support a major destination retail center, environmental mitigation and remediation, and which may be amended from time to time. Combined, these actions were taken to assist in the revitalization of Chinatown from an abandoned and deteriorated neighborhood into a mixed-use district that included retail, commercial, residential and entertainment development.

Subsequently, by Resolution No. 2000-27, dated June 6, 2000, the Houston City Council approved the creation of the East Downtown Redevelopment Authority. The Authority was established to assist the City and the Zone Board of Directors in implementing the TIRZ Project Plan & Financing Plan. On December 12, 2007 by Ordinance 2007-1441, City Council approved an annexation of an additional 422 acres into the Zone. On March 5, 2008, by Ordinance No. 2008-192 City Council approved an Amended Project Plan and Reinvestment Zone Financing Plan, (the “Part B Plan”).

The TIRZ and the City now desire to further amend the TIRZ Project Plan and Financing Plan as further described herein, (the “Part C Plan”).

### Part A Plan: Project Plan Summary

The original Project Plan contemplated that significant commercial development would occur in the TIRZ related to both the expansion of the George R. Brown Convention Center and the construction of Minute Maid Park. For example, the Part A Plan estimated \$158 million of Captured Appraised Value (CAV) was projected to occur within the Zone by Tax Year 2009. Of that amount, an estimated \$30 million was attributable to the development of a large parking facility with ground-floor retail. The

remainder of the projected value was attributed to several multi-family residential developments that did not occur. Consequently, the actual Tax Year 2009 CAV of the Zone was \$112 million and/or approximately \$46 million less than what was projected in the Part A Plan. The lack of anticipated development as set forth in the original financing plan has resulted in significantly less increment revenue due to the Zone since it was created. Despite some improvements undertaken since its creation in 1999, The TIRZ still presents a visibly deteriorated face with a lack of adequate roads, sidewalks, storm sewer, wastewater, and water systems.

Part B Plan: Project Plan Summary

The Part B Plan sought to build upon the goals previously defined in the Part A Plan and included provisions for the December 2, 2007 expansion of the TIRZ. The geographic area covered by the Part B Plan included the areas of the Part A, as well as the recently annexed 422 acres into the Zone. The new public improvements category included in the Part B Plan consisted of:

Cultural and Public Facilities: The Zone desires to promote the development of cultural and public facilities and economic development. The Zone and City may use any available legal authority to facilitate the development of such cultural and public facilities and economic development in the area surrounding such facilities. One specific project within this category is a planned public destination facility to be constructed in a 6-block area bounded by Texas Avenue, Walker Avenue, Hutchins Street, and Dowling Street. An additional element of the project is that the Zone and City may use its resources and powers to: 1) facilitate the public facility development as a catalyst project in the Zone; and 2) attract and incentivize substantial economic development from private sector commercial and retail investment in the surrounding area.

Part C Plan Initiatives:

The Part C Plan will remedy recent and historic negative trends within the East Downtown area by creating a viable and attractive environment for new investment and reinvestment. In addition, the amendments in the Part C Amendment both restates and redefines the Part A and Part B Project Costs infrastructure categories to be more consistent with standard City of Houston Public Works and Engineering Department nomenclature thus making the intent more specific. The project costs associated with each category were also modified to allow for the integration of updated infrastructure costs included in the 2009 Infrastructure Assessment Study conducted by HNTB Corporation. The proposed Part C Plan project costs include provisions for upgrades and improvements to public utility systems, public roadways and thoroughfares, parks, provisions for public art, lighting, landscaping, and environmental remediation. The geographical area covered by the Part C Plan includes the areas covered by the Parts A and B Plans. The goal of the TIRZ is to create a new urban neighborhood; create gateways between East Downtown and adjacent districts through the development of connections with other neighborhoods and activity centers; produce a project unique to East Downtown; and enhance the sense of civic pride for area residents.

Public improvements proposed in the Part C Plan are in relationship with the original goals of the Zone and are as follows:

Goal 1: Infrastructure improvements. Public roadways and public utilities systems are required to create an environment that will stimulate private investment in retail, residential, commercial, and mixed-use developments. Reconstruction of utility systems will be taken to improve functionality and replace aged facilities. All roadway improvements will be integrated with street reconstruction projects of the City of Houston, METRO, TxDOT, and other public entities, and where possible include elements not included in those programs.

Goal 2: Pedestrian-friendly environments with ample lighting and streetscape amenities. Streetscape enhancements are required to create an environment that will help stimulate investment in retail, residential, and commercial developments. Enhanced streetscape components include: sidewalks, lighting, signage, street trees, landscaping, benches and other pedestrian amenities. The reconstruction of key streets and major thoroughfares will enhance the level of service in the area. The construction of sidewalk systems including ADA compliant ramps and other treatments will improve pedestrian safety, enhance the visual environment and provide connectivity both within the community and to adjacent districts.

Goal 3: Parks and related amenities. The development of public green space through land acquisition, the dedication of public easements, dedicated parking, and the construction of enhancements. All improvements will be integrated with adjacent land uses and provided with upgrades focused on connectivity, pedestrian safety, and the visual environment.

Goal 4: The reinforcement of pedestrian-attractive retail developments. The retention and expansion of the retail and commercial developments in the East Downtown area including the Bastrop, Saint Emanuel, Dowling, Hutchins, Texas and Chartres corridors is of key importance to the successful redevelopment of the area. The provision of base level retail functionality is essential to the continued expansion of mixed use residential projects in the area. In particular, it is envisioned to assist in the development of primary commercial and retail corridors through the implementation of an enhanced pedestrian environment with an emphasis on parking, landscaping, wide sidewalks, public art and adequate pedestrian amenities.

Goal 5: Complementing revitalization activities proposed to occur along future/proposed METRO mass transit alignments within the boundaries of the TIRZ. METRO funding of public transit systems can be complimented by TIRZ activities including the funding of alignment improvements, upgrades, right-of-way acquisition, and provisions for public art. Future METRO stations within the boundaries of the TIRZ could spur redevelopment while benefiting existing businesses. The METRO Solutions Southeast and East End alignments will include station locations within the boundaries of the TIRZ. The TIRZ will look for specific key economic development opportunities and capitalize on METRO's revitalization of key corridors included in the TIRZ.

Goal 6: Economic Development. In cases where improving public infrastructure alone is insufficient or inadequate to stimulate private investment and economic development, the TIRZ would seek to fund an economic development program that would directly incentivize private enterprise that affects the TIRZ and serve as a catalyst for other business developments. Examples of how the program would be used including funding for business development and retention, business loss mitigation in cases where large public construction projects disrupt access to and operation of businesses, economic development grants to catalyze investments, and matching grants to provide leverage for other economic development funds, such as state enterprise projects, state economic development bank funds and new market tax credit allocations. An appropriate economic development program would be created by the TIRZ and subject to City approval.

Goal 7: Affordable Housing. The TIRZ projects it will fund Affordable Housing initiatives inside and outside the Zone. The Affordable Housing projects could include a supportive housing program designed to develop supportive housing and services that allow homeless persons to live as independently as possible. Emphasis could be placed on supportive services needed to assist homeless persons in the transition from homelessness to self-sufficiency.

Other Project Plan Provisions:

Existing and Proposed Uses of Land Within the Zone: A map of existing land uses within the Zone and of proposed improvements to and proposed uses of property within the zone is included in this Part C Plan.

Estimated Non-Project Cost Items: It is estimated that the East Downtown Management District will generate approximately \$400,000 in annual revenues in tax year 2010, a portion of which will be expended within the Zone to fund public safety programs, graffiti abatement, landscape maintenance, and illegal dumping cleanup programs.

Proposed Changes of Zoning Ordinances, Master Plan of Municipality, Building Codes, and other Municipal Ordinances: All construction will be done in conformance with existing rules and regulations of the City of Houston. There are no proposed changes of any city ordinance, master plan, or building codes.

Statement of Method of Relocating Persons to be Displaced as a Result of Implementing the Plan: It is not anticipated that residents will be displaced by any of the projects to be undertaken by the Zone.

Financing Plan:

Estimated Project Costs: Exhibit 1 is a detailed listing of the proposed project costs including administrative and educational project costs included in this Part C Plan. The project descriptions in Part A and Part B of the Project and Financing Plan remain valid for those projects at this time.

Economic Feasibility: Exhibits 2, 3, 4, 5, and 6 are updated revenue estimates for both the original Zone territory and the areas annexed in December of 2007. These estimates detail the expected total appraised value, the captured appraised value and the net revenue from each taxing entity participating in the Zone over the remaining life of the Zone.

Bond Indebtedness/Methods of Financing: It is anticipated that Notes will be issued by the TIRZ. The value and timing of these future notes and bonds issues will correlate to the debt capacity as derived from the revenue and project schedules attached herein, and by actual market conditions for the issue and sale of such notes and bonds. The TIRZ will explore other financing methods including developer agreement financing and collaboration with other entities for grant funding and partnerships.

Reinvestment Zone Duration: When initially created by City Council on July 7, 1999, the term of the Zone was established at 30 years. Due to the magnitude of anticipated development to occur within the TIRZ, it is expected a greater demand will be placed on the already TIRZ distressed infrastructure. The proposed improvements extending beyond the 2028 projects include in the Parts A and B Plans as well as those needed to adequately address future drainage, mobility and quality of life issues resulting from existing and projected densities. It is therefore recommended that the life of the TIRZ be extended to December 31, 2040 as part of this Part C Plan.

Taxing Jurisdiction Participation: Property valuation of the Zone is projected to increase from \$32,031,620, the Zone Base Year (1999) to \$298,265,477 in Tax Year 2010. The 2010 incremental revenue estimate from all participating jurisdictions is sufficient to cover the costs of the proposed redevelopment as well as to support the public improvement projects proposed for the Zone. The Project Plan and Reinvestment Zone Financing Plan estimates a total project costs of \$152,787,949.

**MAPS AND EXHIBITS**

## Exhibit I – Parts A, B and C Project Costs

**Project Cost Amendments:** The following table includes the approved project cost for Parts A and B and the changes made to those budgets through this Part C amendment:

	Estimated Costs 1999 Plan	Estimated Costs 2008 Plan	Estimated Costs 2010 Plan	Cumulative
<b>Infrastructure Improvements:</b>				
<b>Public Utilities - Parts A and B</b>				
Design and Construction of Water Lines	\$ 1,230,500	\$ 1,230,500	\$ -	\$ 1,230,500
Design and Construction of Storm Sewer	\$ 2,209,400	\$ 2,209,400	\$ -	\$ 2,209,400
Design and Construction of Sanitary Sewer	\$ 1,113,950	\$ 1,113,950	\$ -	\$ 1,113,950
<b>Public Utilities - Part C</b>				
Public Utilities	\$ -	\$ -	\$ 15,000,000	\$ 15,000,000
<b>Total Public Utilities - Parts A, B and C</b>	<b>\$ 4,553,850</b>	<b>\$ 4,553,850</b>	<b>\$ 15,000,000</b>	<b>\$ 19,553,850</b>
<b>Roadway and Sidewalk Improvements - Parts A and B</b>				
Design and Construction of Street Paving	\$ 9,845,750	\$ 9,845,750	\$ -	\$ 9,845,750
Design and Construction of Sidewalks	\$ 774,000	\$ 774,000	\$ -	\$ 774,000
<b>Roadway and Sidewalk Improvements - Part C</b>				
Roadway, Sidewalks, Lighting, Pedestrian and Transit Amenities	\$ -	\$ -	\$ 25,500,000	\$ 25,500,000
<b>Total Roadway and Sidewalk Improvements - Parts A, B and C</b>	<b>\$ 10,619,750</b>	<b>\$ 10,619,750</b>	<b>\$ 25,500,000</b>	<b>\$ 36,119,750</b>
<b>Infrastructure Improvements associated with Cultural and Public Facilities Costs:</b>				
Cultural and Public Facilities Infrastructure Improvements	\$ -	\$ 20,000,000	\$ -	\$ 20,000,000
Land Acquisition for Cultural and Public Facilities Improvements	\$ -	\$ -	\$ 16,000,000	\$ 16,000,000
<b>Total Cultural and Public Facilities Infrastructure Improvements- Parts B &amp; C</b>	<b>\$ -</b>	<b>\$ 20,000,000</b>	<b>\$ 16,000,000</b>	<b>\$ 36,000,000</b>
<b>Total Infrastructure Improvements - Parts A, B and C</b>	<b>\$ 15,173,600</b>	<b>\$ 35,173,600</b>	<b>\$ 56,500,000</b>	<b>\$ 91,673,600</b>
<b>Other Project Costs:</b>				
<b>Parking Facilities to Support a Major Destination Retail Center - Parts A &amp; B</b>				
Parking Facilities	\$ 30,500,000	\$ 30,500,000	\$ (30,500,000)	\$ -
<b>Total Parking Facilities - Parts A &amp; B</b>	<b>\$ 30,500,000</b>	<b>\$ 30,500,000</b>	<b>\$ (30,500,000)</b>	<b>\$ -</b>
<b>Parks and Plazas</b>				
Parks and Recreational Facilities	\$ -	\$ -	\$ 5,000,000	\$ 5,000,000
<b>Total Parks and Plazas - Part C</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,000,000</b>	<b>\$ 5,000,000</b>
<b>Environmental Clean-up Parts - A &amp; B</b>				
Environmental Clean-up (Mitigation and Remediation)	\$ 1,000,000	\$ 1,000,000	\$ -	\$ 1,000,000
<b>Total Environmental Clean-up - Parts A &amp; B</b>	<b>\$ 1,000,000</b>	<b>\$ 1,000,000</b>	<b>\$ -</b>	<b>\$ 1,000,000</b>
<b>Affordable Housing - Parts C</b>				
Affordable Housing - Homeless Initiatives	\$ -	\$ -	\$ 8,000,000	\$ 8,000,000
<b>Total Affordable Housing - Part C</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,000,000</b>	<b>\$ 8,000,000</b>
<b>Project Financing Costs - Parts A &amp; B</b>				
Project Financing Costs	\$ 23,822,727	\$ 23,822,727	\$ 7,000,000	\$ 30,822,727
<b>Total Project Financing Costs - Parts A &amp; B</b>	<b>\$ 23,822,727</b>	<b>\$ 23,822,727</b>	<b>\$ 7,000,000</b>	<b>\$ 30,822,727</b>
<b>TIRZ Creation - Parts A &amp; B</b>				
TIRZ Creation	\$ 120,000	\$ 120,000	\$ -	\$ 120,000
<b>Total TIRZ Creation - Parts A &amp; B</b>	<b>\$ 120,000</b>	<b>\$ 120,000</b>	<b>\$ -</b>	<b>\$ 120,000</b>
<b>TIRZ Management</b>				
TIRZ Administration and Management - Parts A & B	\$ 720,000	\$ 720,000	\$ -	\$ 720,000
TIRZ Administration and Management - Part C	\$ -	\$ -	\$ 2,250,000	\$ 2,250,000
<b>Total TIRZ Management - Parts A, B &amp; C</b>	<b>\$ 720,000</b>	<b>\$ 720,000</b>	<b>\$ 2,250,000</b>	<b>\$ 2,970,000</b>
<b>Educational Project Costs - Parts A &amp; B</b>				
Design and Construction of Educational Facilities	\$ 13,201,622	\$ 13,201,622	\$ -	\$ 13,201,622
<b>Total Educational Project Costs - Parts A &amp; B</b>	<b>\$ 13,201,622</b>	<b>\$ 13,201,622</b>	<b>\$ -</b>	<b>\$ 13,201,622</b>
<b>PROJECT PLAN TOTAL</b>	<b>\$ 84,537,949</b>	<b>\$ 104,537,949</b>	<b>\$ 48,250,000</b>	<b>\$ 152,787,949</b>



Map 2 – Map showing Proposed Part C Plan land uses in the Zone

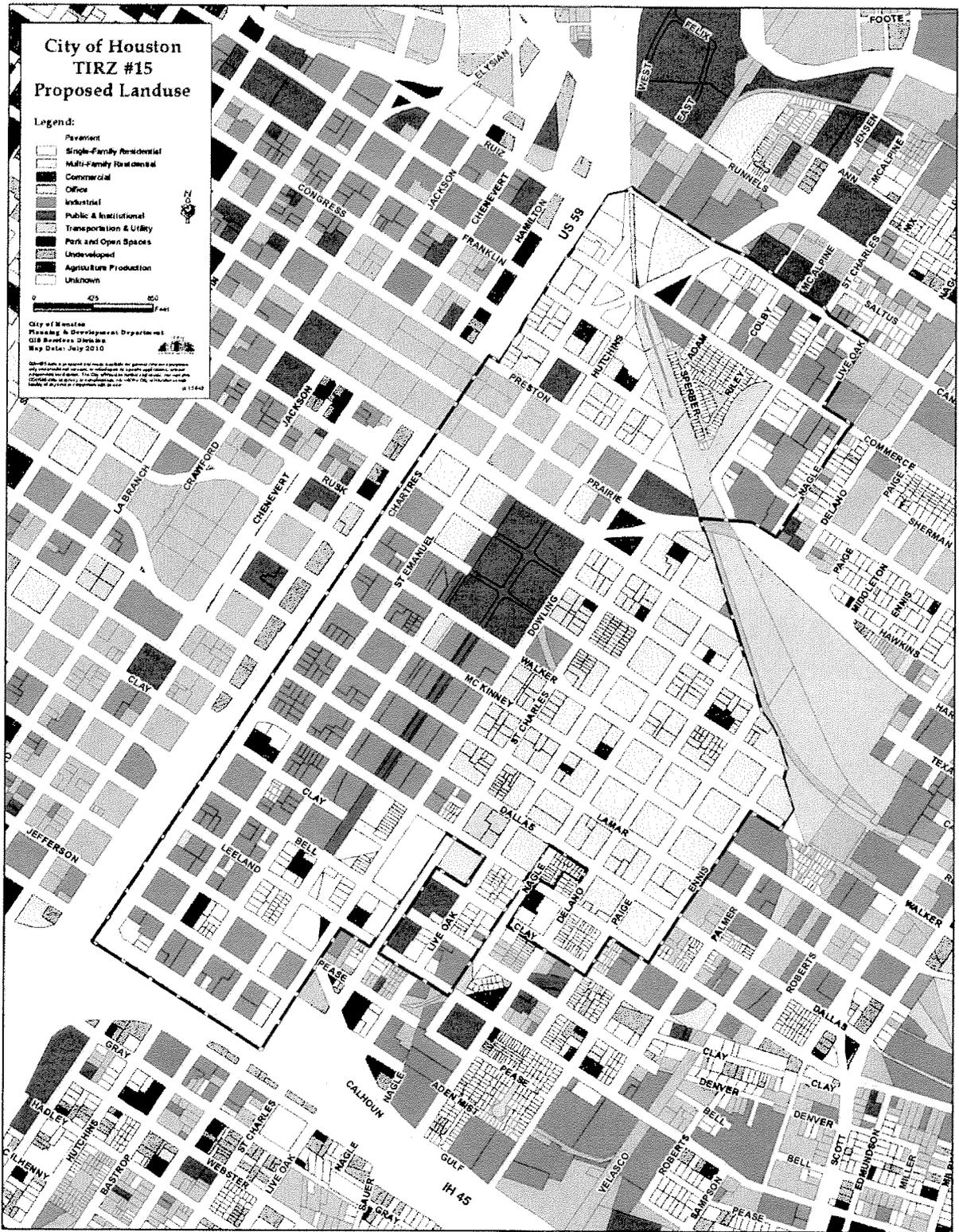


Exhibit 2  
Part C Revenue Schedule – All Entities

**EXHIBIT 2: TIRZ 15 East Downtown Revenue Schedule  
2010 Second Amended Project Plan and Reinvestment Zone Financing Plan (PART C)**

Tax Year (1)	Increment Revenue					Net Revenue (Total Increment Revenue Less Transfers)
	City	Houston ISD (2)	Harris County Land/Infrastructure (3)	Harris County Homeless Housing (4)	Total Increment Revenue	
2010	\$ 1,013,249	\$ 946,010	\$ 285,802	\$ 16,812	\$ 2,261,873	\$ 1,805,147
2011	\$ 1,100,632	\$ 987,429	\$ 331,413	\$ 19,495	\$ 2,438,969	\$ 1,949,661
2012	\$ 1,192,383	\$ 1,051,400	\$ 379,304	\$ 22,312	\$ 2,645,400	\$ 2,121,881
2013	\$ 1,288,723	\$ 1,118,570	\$ 429,589	\$ 25,270	\$ 2,862,152	\$ 2,302,713
2014	\$ 1,389,879	\$ 1,189,098	\$ 482,389	\$ 28,376	\$ 3,089,743	\$ 2,492,585
2015	\$ 1,496,094	\$ 1,263,153	\$ 537,829	\$ 31,637	\$ 3,328,712	\$ 2,691,952
2016	\$ 1,607,819	\$ 1,340,910	\$ 596,041	\$ 35,061	\$ 3,579,831	\$ 2,901,286
2017	\$ 1,724,720	\$ 1,422,555	\$ 657,164	\$ 38,657	\$ 3,843,095	\$ 3,121,088
2018	\$ 1,847,676	\$ 1,448,256	\$ 721,342	\$ 42,432	\$ 4,059,706	\$ 3,314,363
2019	\$ 1,976,780	\$ 1,448,256	\$ 788,730	\$ 46,396	\$ 4,260,162	\$ 3,500,435
2020	\$ 2,112,339	\$ 1,448,256	\$ 859,487	\$ 50,558	\$ 4,470,640	\$ 3,695,811
2021	\$ 2,254,676	\$ 1,448,256	\$ 933,782	\$ 54,928	\$ 4,691,642	\$ 3,900,956
2022	\$ 2,404,131	\$ 1,448,256	\$ 1,011,791	\$ 59,517	\$ 4,923,695	\$ 4,116,358
2023	\$ 2,561,057	\$ 1,448,256	\$ 1,093,701	\$ 64,335	\$ 5,167,350	\$ 4,342,530
2024	\$ 2,725,830	\$ 1,448,256	\$ 1,179,707	\$ 69,395	\$ 5,423,188	\$ 4,580,011
2025	\$ 2,898,842	\$ 1,448,256	\$ 1,270,013	\$ 74,707	\$ 5,691,817	\$ 4,829,366
2026	\$ 3,080,505	\$ 1,448,256	\$ 1,364,834	\$ 80,284	\$ 5,973,879	\$ 5,091,189
2027	\$ 3,271,250	\$ 1,448,256	\$ 1,464,396	\$ 86,141	\$ 6,270,043	\$ 5,366,102
2028	\$ 3,471,533	\$ 1,448,256	\$ 1,568,936	\$ 92,290	\$ 6,581,015	\$ 5,654,762
2029	\$ 3,681,830	\$ 1,448,256	\$ 1,678,703	\$ 98,747	\$ 6,907,536	\$ 5,957,854
2030	\$ 3,902,642	\$	\$ 1,793,959	\$ 105,527	\$ 5,802,127	\$ 5,395,941
2031	\$ 4,134,494	\$	\$ 1,914,977	\$ 112,646	\$ 6,162,117	\$ 5,730,101
2032	\$ 4,377,939	\$	\$ 2,042,047	\$ 120,120	\$ 6,540,106	\$ 6,080,968
2033	\$ 4,633,556	\$	\$ 2,175,469	\$ 127,969	\$ 6,936,994	\$ 6,449,379
2034	\$ 4,901,954	\$	\$ 2,315,563	\$ 136,210	\$ 7,353,727	\$ 6,836,210
2035	\$ 5,183,772	\$	\$ 2,462,662	\$ 144,862	\$ 7,791,296	\$ 7,242,383
2036	\$ 5,479,681	\$	\$ 2,617,115	\$ 153,948	\$ 8,250,744	\$ 7,668,864
2037	\$ 5,790,385	\$	\$ 2,779,292	\$ 163,488	\$ 8,733,165	\$ 8,116,670
2038	\$ 6,116,625	\$	\$ 1,063,964	\$ 173,505	\$ 7,354,093	\$ 6,701,253
2039	\$ 6,459,176	\$	\$ -	\$ 184,022	\$ 6,843,198	\$ 5,952,195
2040	\$ 6,818,855	\$	\$ -	\$ 195,066	\$ 7,013,921	\$ 6,282,847
	<b>\$ 100,898,827</b>	<b>\$ 26,698,197</b>	<b>\$ 36,800,000</b>	<b>\$ 2,654,712</b>	<b>\$ 167,051,737</b>	<b>\$ 146,192,862</b>

Notes:

- (1) Redevelopment Authority is scheduled to terminate in Tax Year 2040
- (2) Houston ISD participation terminates at the end of Tax Year 2029
- (3) Harris County Land/Infrastructure participation is at 85% and County Land/Infrastructure participation terminates when the CAP is reached, \$36,800,000
- (4) Harris County Homeless Housing participation is at 5%
- (5) Per Section 311.0213 Sales Tax Increment, Chapter 311, of the Tax Increment Financing Act, the City of Houston may incorporate municipal sales and use tax into the East Downtown Zone increment revenues for the purposes of paying project costs and will bring forth a program at a later date.

Exhibit 3  
Part C Revenue – Transfer Schedule

**EXHIBIT 3: TIRZ 15 East Downtown Revenue Schedule  
2010 Second Amended Project Plan and Reinvestment Zone Financing Plan (PART C)**

Tax Year (1)	Increment Revenue					Transfers						Net Revenue (Total Increment Revenue less Total Transfers)
	City	Houston ISD (2)	Harris County Land/Infrastructure (3)	Harris County Homeless Housing (4)	Total Increment Revenue	Houston ISD Educational	Admin Fees			Total Transfers		
							City	Houston ISD	Harris County (5)		Total	
2010	\$ 1,013,249	\$ 946,010	\$ 285,802	\$ 16,812	\$ 2,261,873	\$ 347,499	\$ 50,662	\$ 25,000	\$ 33,624	\$ 109,266	\$ 496,725	\$ 1,505,147
2011	\$ 1,100,632	\$ 987,429	\$ 331,413	\$ 19,499	\$ 2,438,969	\$ 370,286	\$ 55,032	\$ 25,000	\$ 38,990	\$ 119,021	\$ 489,307	\$ 1,949,661
2012	\$ 1,192,393	\$ 1,051,400	\$ 379,304	\$ 22,312	\$ 2,645,400	\$ 394,275	\$ 59,619	\$ 25,000	\$ 44,624	\$ 129,243	\$ 523,518	\$ 2,121,881
2013	\$ 1,286,723	\$ 1,116,670	\$ 429,589	\$ 25,270	\$ 2,862,152	\$ 419,464	\$ 64,436	\$ 25,000	\$ 50,540	\$ 139,976	\$ 559,440	\$ 2,302,713
2014	\$ 1,389,879	\$ 1,189,098	\$ 482,389	\$ 28,376	\$ 3,089,743	\$ 445,912	\$ 69,494	\$ 25,000	\$ 56,752	\$ 151,246	\$ 597,157	\$ 2,492,586
2015	\$ 1,496,094	\$ 1,263,163	\$ 537,829	\$ 31,637	\$ 3,326,712	\$ 473,682	\$ 74,805	\$ 25,000	\$ 63,274	\$ 163,079	\$ 636,761	\$ 2,691,952
2016	\$ 1,607,619	\$ 1,340,810	\$ 596,041	\$ 35,061	\$ 3,579,631	\$ 502,841	\$ 80,381	\$ 25,000	\$ 70,122	\$ 175,503	\$ 678,345	\$ 2,901,286
2017	\$ 1,724,720	\$ 1,422,555	\$ 657,164	\$ 38,657	\$ 3,843,095	\$ 533,458	\$ 86,236	\$ 25,000	\$ 77,313	\$ 186,549	\$ 722,007	\$ 3,121,088
2018	\$ 1,847,676	\$ 1,448,256	\$ 721,342	\$ 42,432	\$ 4,089,706	\$ 543,096	\$ 92,384	\$ 25,000	\$ 84,864	\$ 202,248	\$ 745,344	\$ 3,314,363
2019	\$ 1,976,780	\$ 1,448,256	\$ 788,730	\$ 46,399	\$ 4,260,162	\$ 543,096	\$ 98,839	\$ 25,000	\$ 92,792	\$ 216,631	\$ 759,727	\$ 3,500,435
2020	\$ 2,112,339	\$ 1,448,256	\$ 859,487	\$ 50,558	\$ 4,470,640	\$ 543,096	\$ 105,617	\$ 25,000	\$ 101,116	\$ 231,733	\$ 774,829	\$ 3,695,811
2021	\$ 2,254,676	\$ 1,448,256	\$ 933,782	\$ 54,928	\$ 4,691,642	\$ 543,096	\$ 112,734	\$ 25,000	\$ 109,857	\$ 247,590	\$ 790,686	\$ 3,900,956
2022	\$ 2,404,131	\$ 1,448,256	\$ 1,011,791	\$ 59,517	\$ 4,923,695	\$ 543,096	\$ 120,207	\$ 25,000	\$ 119,034	\$ 264,241	\$ 807,337	\$ 4,116,358
2023	\$ 2,561,057	\$ 1,448,256	\$ 1,093,701	\$ 64,336	\$ 5,167,350	\$ 543,096	\$ 128,063	\$ 25,000	\$ 128,671	\$ 281,724	\$ 824,820	\$ 4,342,530
2024	\$ 2,726,830	\$ 1,448,256	\$ 1,179,707	\$ 69,395	\$ 5,423,188	\$ 543,096	\$ 136,292	\$ 25,000	\$ 138,789	\$ 300,081	\$ 843,177	\$ 4,580,011
2025	\$ 2,898,842	\$ 1,448,256	\$ 1,270,013	\$ 74,707	\$ 5,691,817	\$ 543,096	\$ 144,942	\$ 25,000	\$ 149,413	\$ 319,355	\$ 862,451	\$ 4,829,366
2026	\$ 3,080,505	\$ 1,448,256	\$ 1,364,834	\$ 80,284	\$ 5,973,879	\$ 543,096	\$ 154,025	\$ 25,000	\$ 160,569	\$ 339,594	\$ 882,690	\$ 5,091,189
2027	\$ 3,271,250	\$ 1,448,256	\$ 1,464,396	\$ 86,141	\$ 6,270,043	\$ 543,096	\$ 163,563	\$ 25,000	\$ 172,282	\$ 360,844	\$ 903,940	\$ 5,366,102
2028	\$ 3,471,533	\$ 1,448,256	\$ 1,568,938	\$ 92,290	\$ 6,581,015	\$ 543,096	\$ 173,577	\$ 25,000	\$ 184,581	\$ 383,157	\$ 926,253	\$ 5,654,762
2029	\$ 3,681,830	\$ 1,448,256	\$ 1,678,703	\$ 98,747	\$ 6,907,536	\$ 543,096	\$ 184,091	\$ 25,000	\$ 197,484	\$ 406,586	\$ 949,682	\$ 5,957,854
2030	\$ 3,902,642		\$ 1,793,959	\$ 105,527	\$ 5,802,127		\$ 195,132		\$ 211,054	\$ 406,186	\$ 406,186	\$ 5,395,941
2031	\$ 4,134,494		\$ 1,914,977	\$ 112,646	\$ 6,162,117		\$ 206,725		\$ 225,291	\$ 432,016	\$ 432,016	\$ 5,730,101
2032	\$ 4,377,939		\$ 2,042,047	\$ 120,120	\$ 6,540,106		\$ 218,897		\$ 240,241	\$ 459,138	\$ 459,138	\$ 6,080,968
2033	\$ 4,633,556		\$ 2,175,468	\$ 127,969	\$ 6,936,994		\$ 231,678		\$ 255,938	\$ 487,615	\$ 487,615	\$ 6,449,379
2034	\$ 4,901,954		\$ 2,315,563	\$ 136,210	\$ 7,353,727		\$ 245,098		\$ 272,419	\$ 517,517	\$ 517,517	\$ 6,836,210
2035	\$ 5,183,772		\$ 2,462,662	\$ 144,862	\$ 7,791,295		\$ 259,189		\$ 289,725	\$ 548,914	\$ 548,914	\$ 7,242,383
2036	\$ 5,479,691		\$ 2,617,115	\$ 153,948	\$ 8,250,744		\$ 273,594		\$ 307,896	\$ 581,880	\$ 581,880	\$ 7,668,864
2037	\$ 5,790,385		\$ 2,779,292	\$ 163,488	\$ 8,733,165		\$ 289,519		\$ 326,975	\$ 616,495	\$ 616,495	\$ 8,116,670
2038	\$ 6,116,625		\$ 1,063,964	\$ 173,505	\$ 7,354,093		\$ 305,831		\$ 347,009	\$ 652,840	\$ 652,840	\$ 8,701,253
2039	\$ 6,459,176			\$ 184,022	\$ 6,643,198		\$ 322,569		\$ 368,044	\$ 691,003	\$ 691,003	\$ 5,952,195
2040	\$ 6,818,855			\$ 195,068	\$ 7,013,921		\$ 340,943		\$ 390,131	\$ 731,074	\$ 731,074	\$ 6,282,847
	\$ 100,898,627	\$ 26,698,197	\$ 36,800,000	\$ 2,654,712	\$ 167,051,737	\$ 10,004,509	\$ 5,044,941	\$ 500,000	\$ 5,309,424	\$ 10,854,365	\$ 20,856,675	\$ 146,192,862

- Notes:
- (1) Redevelopment Authority is scheduled to terminate in Tax Year 2040
  - (2) Houston ISD participation terminates at the end of Tax Year 2029
  - (3) Harris County Land/Infrastructure participation is at 85% and County Land/Infrastructure participation terminates when the CAP is reached, \$36,800,000
  - (4) Harris County Homeless Housing participation is at 5%
  - (5) Harris County Admin Fee is at 10% and is remitted to Harris County

Exhibit 4  
Part C Revenue Schedule – City of Houston

**EXHIBIT 4: TIRZ 15 East Downtown Revenue Schedule  
City of Houston Jurisdiction  
2010 Second Amended Project Plan and Reinvestment Zone Financing Plan (PART C)**

Tax Year(1)	Base Value (2)	Projected Value (3)	Captured Appraised Value	Collection Rate (4)	Tax Rate	Increment Revenue
2010	\$ 121,026,714	\$ 288,005,631	\$ 166,978,917	95.00%	0.63875	\$ 1,013,249
2011	\$ 121,026,714	\$ 302,405,913	\$ 181,379,199	95.00%	0.63875	\$ 1,100,632
2012	\$ 121,026,714	\$ 317,526,208	\$ 196,499,494	95.00%	0.63875	\$ 1,192,383
2013	\$ 121,026,714	\$ 333,402,519	\$ 212,375,805	95.00%	0.63875	\$ 1,288,723
2014	\$ 121,026,714	\$ 350,072,645	\$ 229,045,931	95.00%	0.63875	\$ 1,389,879
2015	\$ 121,026,714	\$ 367,576,277	\$ 246,549,563	95.00%	0.63875	\$ 1,496,094
2016	\$ 121,026,714	\$ 385,955,091	\$ 264,928,377	95.00%	0.63875	\$ 1,607,619
2017	\$ 121,026,714	\$ 405,252,845	\$ 284,226,131	95.00%	0.63875	\$ 1,724,720
2018	\$ 121,026,714	\$ 425,515,487	\$ 304,488,773	95.00%	0.63875	\$ 1,847,676
2019	\$ 121,026,714	\$ 446,791,262	\$ 325,764,548	95.00%	0.63875	\$ 1,976,780
2020	\$ 121,026,714	\$ 469,130,825	\$ 348,104,111	95.00%	0.63875	\$ 2,112,339
2021	\$ 121,026,714	\$ 492,587,366	\$ 371,560,652	95.00%	0.63875	\$ 2,254,676
2022	\$ 121,026,714	\$ 517,216,734	\$ 396,190,020	95.00%	0.63875	\$ 2,404,131
2023	\$ 121,026,714	\$ 543,077,571	\$ 422,050,857	95.00%	0.63875	\$ 2,561,057
2024	\$ 121,026,714	\$ 570,231,450	\$ 449,204,736	95.00%	0.63875	\$ 2,725,830
2025	\$ 121,026,714	\$ 598,743,022	\$ 477,716,308	95.00%	0.63875	\$ 2,898,842
2026	\$ 121,026,714	\$ 628,680,173	\$ 507,653,459	95.00%	0.63875	\$ 3,080,505
2027	\$ 121,026,714	\$ 660,114,182	\$ 539,087,468	95.00%	0.63875	\$ 3,271,250
2028	\$ 121,026,714	\$ 693,119,891	\$ 572,093,177	95.00%	0.63875	\$ 3,471,533
2029	\$ 121,026,714	\$ 727,775,886	\$ 606,749,172	95.00%	0.63875	\$ 3,681,830
2030	\$ 121,026,714	\$ 764,164,680	\$ 643,137,966	95.00%	0.63875	\$ 3,902,642
2031	\$ 121,026,714	\$ 802,372,914	\$ 681,346,200	95.00%	0.63875	\$ 4,134,494
2032	\$ 121,026,714	\$ 842,491,559	\$ 721,464,845	95.00%	0.63875	\$ 4,377,939
2033	\$ 121,026,714	\$ 884,616,137	\$ 763,589,423	95.00%	0.63875	\$ 4,633,556
2034	\$ 121,026,714	\$ 928,846,944	\$ 807,820,230	95.00%	0.63875	\$ 4,901,954
2035	\$ 121,026,714	\$ 975,289,292	\$ 854,262,578	95.00%	0.63875	\$ 5,183,772
2036	\$ 121,026,714	\$ 1,024,053,756	\$ 903,027,042	95.00%	0.63875	\$ 5,479,681
2037	\$ 121,026,714	\$ 1,075,256,444	\$ 954,229,730	95.00%	0.63875	\$ 5,790,385
2038	\$ 121,026,714	\$ 1,129,019,266	\$ 1,007,992,552	95.00%	0.63875	\$ 6,116,625
2039	\$ 121,026,714	\$ 1,185,470,229	\$ 1,064,443,515	95.00%	0.63875	\$ 6,459,176
2040	\$ 121,026,714	\$ 1,244,743,741	\$ 1,123,717,027	95.00%	0.63875	\$ 6,818,855
						\$ 100,898,827

Notes:

- (1) Redevelopment Authority is scheduled to terminate in Tax Year 2040
- (2) Base Year is Tax Year 1999
- (3) Tax Year 2010 Certified Property Values based on Harris County Appraisal District Report dated September 17, 2010  
For Tax Years 2011 to 2040, the property value increases at an annual rate of 5%
- (4) Collection rate for Tax Year 2010 to Tax Year 2040 estimated at 95%

Exhibit 5  
Part C Revenue Schedule – Houston Independent School District

**EXHIBIT 5: TIRZ 15 East Downtown Revenue Schedule**  
Houston Independent School District Jurisdiction  
2010 Second Amended Project Plan and Reinvestment Zone Financing Plan (PART C)

Tax Year(1)	Base Value (2)	Lesser of:			Collection Rate (4)	Tax Rate	Increment Revenue
		Captured Appraised Value		Project Plan Appraised Value			
		Projected Value	Captured Appraised Value				
2010	\$ 32,016,620	\$ 133,607,035	\$ 101,590,415	\$ 158,800,000	97.00%	0.9600	\$ 946,010
2011	\$ 32,016,620	\$ 140,267,387	\$ 108,270,767	\$ 158,800,000	95.00%	0.9600	\$ 987,429
2012	\$ 32,016,620	\$ 147,301,756	\$ 115,285,136	\$ 158,800,000	95.00%	0.9600	\$ 1,051,400
2013	\$ 32,016,620	\$ 154,666,844	\$ 122,650,224	\$ 158,800,000	95.00%	0.9600	\$ 1,118,570
2014	\$ 32,016,620	\$ 162,400,186	\$ 130,383,566	\$ 158,800,000	95.00%	0.9600	\$ 1,189,098
2015	\$ 32,016,620	\$ 170,520,195	\$ 138,503,575	\$ 158,800,000	95.00%	0.9600	\$ 1,263,153
2016	\$ 32,016,620	\$ 179,046,205	\$ 147,029,585	\$ 158,800,000	95.00%	0.9600	\$ 1,340,910
2017	\$ 32,016,620	\$ 187,998,515	\$ 155,981,895	\$ 158,800,000	95.00%	0.9600	\$ 1,422,555
2018	\$ 32,016,620	\$ 197,398,441	\$ 165,381,821	\$ 158,800,000	95.00%	0.9600	\$ 1,448,256
2019	\$ 32,016,620	\$ 207,268,363	\$ 175,251,743	\$ 158,800,000	95.00%	0.9600	\$ 1,448,256
2020	\$ 32,016,620	\$ 217,631,781	\$ 185,615,161	\$ 158,800,000	95.00%	0.9600	\$ 1,448,256
2021	\$ 32,016,620	\$ 228,513,370	\$ 196,496,750	\$ 158,800,000	95.00%	0.9600	\$ 1,448,256
2022	\$ 32,016,620	\$ 239,939,039	\$ 207,922,419	\$ 158,800,000	95.00%	0.9600	\$ 1,448,256
2023	\$ 32,016,620	\$ 251,935,991	\$ 219,919,371	\$ 158,800,000	95.00%	0.9600	\$ 1,448,256
2024	\$ 32,016,620	\$ 264,532,791	\$ 232,516,171	\$ 158,800,000	95.00%	0.9600	\$ 1,448,256
2025	\$ 32,016,620	\$ 277,759,430	\$ 245,742,810	\$ 158,800,000	95.00%	0.9600	\$ 1,448,256
2026	\$ 32,016,620	\$ 291,647,402	\$ 259,630,782	\$ 158,800,000	95.00%	0.9600	\$ 1,448,256
2027	\$ 32,016,620	\$ 306,229,772	\$ 274,213,152	\$ 158,800,000	95.00%	0.9600	\$ 1,448,256
2028	\$ 32,016,620	\$ 321,541,260	\$ 289,524,640	\$ 158,800,000	95.00%	0.9600	\$ 1,448,256
2029	\$ 32,016,620	\$ 337,618,323	\$ 305,601,703	\$ 158,800,000	95.00%	0.9600	\$ 1,448,256
							\$ 26,698,197

Notes:

- (1) Houston Independent School District participation in the Reinvestment Zone ends with the collection of the Tax Year 2029 payment
- (2) Base Year is Tax Year 1999
- (3) Tax Year 2010 Certified Property Values based on Harris County Appraisal District Report dated September 17, 2010  
For Tax Years 2011 to 2029, the property value increases at an annual rate of 5%
- (4) Collection rate for Tax Year 2010 to Tax Year 2029 estimated at 95%

## Exhibit 6 Part C Revenue Schedule – Harris County

**EXHIBIT 6: TIRZ 15 East Downtown Revenue Schedule  
Harris County Jurisdiction  
2010 Second Amended Project Plan and Reinvestment Zone Financing Plan (PART C)**

Tax Year(1)	Base Value (2)	Projected Value (3)	Captured Appraised Value	Collection Rate (4)	Tax Rate	Harris County Land/ Infrastructure (5)	Harris County Land/ Infrastructure Increment Revenue(6)	Harris County Admin	Harris County Admin Fees (7)	Harris County Homeless Housing (8)	Harris County Homeless Housing Increment Revenue
2010	\$ 197,771,449	\$ 288,305,631	\$ 90,234,182	95.00%	0.39224	85.00%	\$ 285,802	10.00%	\$ 33,624	5.00%	\$ 16,812
2011	\$ 197,771,449	\$ 302,405,913	\$ 104,634,464	95.00%	0.39224	85.00%	\$ 331,413	10.00%	\$ 38,990	5.00%	\$ 19,495
2012	\$ 197,771,449	\$ 317,526,208	\$ 119,754,759	95.00%	0.39224	85.00%	\$ 379,304	10.00%	\$ 44,624	5.00%	\$ 22,312
2013	\$ 197,771,449	\$ 333,402,519	\$ 135,631,070	95.00%	0.39224	85.00%	\$ 429,589	10.00%	\$ 50,540	5.00%	\$ 25,270
2014	\$ 197,771,449	\$ 350,072,645	\$ 152,301,196	95.00%	0.39224	85.00%	\$ 482,389	10.00%	\$ 56,752	5.00%	\$ 28,376
2015	\$ 197,771,449	\$ 367,576,277	\$ 169,804,826	95.00%	0.39224	85.00%	\$ 537,829	10.00%	\$ 63,274	5.00%	\$ 31,637
2016	\$ 197,771,449	\$ 385,955,091	\$ 188,183,642	95.00%	0.39224	85.00%	\$ 596,041	10.00%	\$ 70,122	5.00%	\$ 35,061
2017	\$ 197,771,449	\$ 405,252,845	\$ 207,481,396	95.00%	0.39224	85.00%	\$ 657,164	10.00%	\$ 77,313	5.00%	\$ 38,657
2018	\$ 197,771,449	\$ 425,515,487	\$ 227,744,036	95.00%	0.39224	85.00%	\$ 721,342	10.00%	\$ 84,854	5.00%	\$ 42,432
2019	\$ 197,771,449	\$ 446,791,262	\$ 249,019,813	95.00%	0.39224	85.00%	\$ 788,730	10.00%	\$ 92,792	5.00%	\$ 46,396
2020	\$ 197,771,449	\$ 469,130,825	\$ 271,359,376	95.00%	0.39224	85.00%	\$ 859,487	10.00%	\$ 101,116	5.00%	\$ 50,558
2021	\$ 197,771,449	\$ 492,587,366	\$ 294,815,917	95.00%	0.39224	85.00%	\$ 933,782	10.00%	\$ 109,857	5.00%	\$ 54,928
2022	\$ 197,771,449	\$ 517,216,734	\$ 319,445,295	95.00%	0.39224	85.00%	\$ 1,011,791	10.00%	\$ 119,034	5.00%	\$ 59,517
2023	\$ 197,771,449	\$ 543,077,571	\$ 345,306,122	95.00%	0.39224	85.00%	\$ 1,093,701	10.00%	\$ 128,671	5.00%	\$ 64,335
2024	\$ 197,771,449	\$ 570,231,450	\$ 372,460,001	95.00%	0.39224	85.00%	\$ 1,179,707	10.00%	\$ 138,789	5.00%	\$ 69,395
2025	\$ 197,771,449	\$ 598,743,022	\$ 400,971,573	95.00%	0.39224	85.00%	\$ 1,270,013	10.00%	\$ 149,413	5.00%	\$ 74,707
2026	\$ 197,771,449	\$ 628,690,173	\$ 430,906,724	95.00%	0.39224	85.00%	\$ 1,364,834	10.00%	\$ 160,569	5.00%	\$ 80,284
2027	\$ 197,771,449	\$ 660,114,162	\$ 462,342,733	95.00%	0.39224	85.00%	\$ 1,464,395	10.00%	\$ 172,282	5.00%	\$ 86,141
2028	\$ 197,771,449	\$ 693,119,891	\$ 495,348,442	95.00%	0.39224	85.00%	\$ 1,568,936	10.00%	\$ 184,581	5.00%	\$ 92,290
2029	\$ 197,771,449	\$ 727,775,888	\$ 530,004,437	95.00%	0.39224	85.00%	\$ 1,678,703	10.00%	\$ 197,454	5.00%	\$ 98,727
2030	\$ 197,771,449	\$ 764,164,680	\$ 566,393,231	95.00%	0.39224	85.00%	\$ 1,793,959	10.00%	\$ 211,054	5.00%	\$ 105,527
2031	\$ 197,771,449	\$ 802,372,914	\$ 604,601,495	95.00%	0.39224	85.00%	\$ 1,914,977	10.00%	\$ 225,291	5.00%	\$ 112,646
2032	\$ 197,771,449	\$ 842,491,559	\$ 644,720,110	95.00%	0.39224	85.00%	\$ 2,042,047	10.00%	\$ 240,241	5.00%	\$ 120,120
2033	\$ 197,771,449	\$ 884,616,137	\$ 686,844,688	95.00%	0.39224	85.00%	\$ 2,175,469	10.00%	\$ 255,938	5.00%	\$ 127,969
2034	\$ 197,771,449	\$ 928,846,944	\$ 731,075,495	95.00%	0.39224	85.00%	\$ 2,315,963	10.00%	\$ 272,419	5.00%	\$ 136,210
2035	\$ 197,771,449	\$ 975,289,292	\$ 777,517,843	95.00%	0.39224	85.00%	\$ 2,462,892	10.00%	\$ 289,725	5.00%	\$ 144,862
2036	\$ 197,771,449	\$ 1,024,053,766	\$ 826,282,307	95.00%	0.39224	85.00%	\$ 2,617,115	10.00%	\$ 307,896	5.00%	\$ 153,948
2037	\$ 197,771,449	\$ 1,075,256,444	\$ 877,484,995	95.00%	0.39224	85.00%	\$ 2,779,292	10.00%	\$ 326,975	5.00%	\$ 163,488
2038	\$ 197,771,449	\$ 1,129,019,266	\$ 931,247,817	95.00%	0.39224	85.00%	\$ 2,949,964	10.00%	\$ 347,009	5.00%	\$ 173,505
2039	\$ 197,771,449	\$ 1,185,470,229	\$ 987,029,780	95.00%	0.39224	85.00%		10.00%	\$ 368,044	5.00%	\$ 184,022
2040	\$ 197,771,449	\$ 1,244,743,741	\$ 1,046,972,292	95.00%	0.39224	85.00%		10.00%	\$ 390,131	5.00%	\$ 195,066
							\$ 36,800,000		\$ 5,309,424		\$ 2,654,712

- Notes:
- (1) Redevelopment Authority is scheduled to terminate in Tax Year 2040
  - (2) Base Year is Tax Year 2007
  - (3) Tax Year 2010 Certified Property Values based on Harris County Appraisal District Report dated September 17, 2010  
For Tax Years 2011 to 2040, the property value increases at an annual rate of 5%
  - (4) Collection rate for Tax Year 2010 to Tax Year 2040 estimated at 95%
  - (5) Harris County Land/Infrastructure participation is at 85%
  - (6) Harris County Land/Infrastructure participation terminates when the CAP is reached, \$36,800,000
  - (7) Harris County Admin fee is at 10% and is remitted to Harris County
  - (8) Harris County Homeless Housing participation is at 5%



# Harris County Precinct One

**El Franco Lee, COMMISSIONER**

**1001 Preston Ave., Suite 950  
Houston, Texas 77002  
713/755-6111**

### AGENDA ITEM

April 13, 2010

County Judge Ed Emmett  
Members of Commissioners Court

Court Members:

Precinct One requests approval of an agreement between Harris County, the City of Houston, and the Harris County-Houston Sports Authority regarding construction of a soccer stadium in Precinct One.

Thank you for your consideration.

Sincerely,

El Franco Lee

EFL:MAA:alh

Attachment

xc: Judy Springer  
Kenneth Calloway

Vote of the Court:

	Yes	No	Abstain
Judge Emmett	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Eversole	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

10 APR -6 PM 3:39  
HARRIS COUNTY  
MANAGEMENT SERVICES

Presented to Commissioner's Court

APR 13 2010

APPROVE L/G  
Recorded Vol \_\_\_\_\_ Page \_\_\_\_\_

us - 05 letter + order + memo + copy Asmt  
Comm Pet 1 - copy letter + memo + 2 org Asmts  
Awd - copy

AREA OFFICES

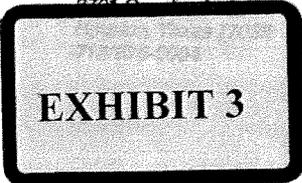
5737 Cullen Blvd.  
Houston, Texas 77021  
713/741-1096

1413 Westheimer Rd.  
Houston, Texas 77006  
713/528-1900

7300 N. Shepherd Dr.  
Houston, Texas 77091  
713/697-1104

SERVICE CENTER

6702 Willardville Rd.  
Houston, Texas 77048  
713/991-6861



(42 Pgs)

## DYNAMO STADIUM INTERLOCAL AGREEMENT EXECUTIVE SUMMARY

This tripartite Interlocal agreement includes Harris County, The City of Houston and the Harris County – Houston Sports Authority. It is the intent of both the City and Harris County to address the following issues under the agreement:

1. Facilitate the construction of a 20,000 seat soccer stadium to be located in the East Downtown Tax Increment Reinvestment Zone (TIRZ #15) on land acquired by the City of Houston for this purpose.
2. Harris County will agree to participate in TIRZ #15 for up to 90% of its increment.
3. The City and County will cause TIRZ #15, over the life of the zone, to contribute amounts with net present values of \$10 million each toward the cost of infrastructure to serve the stadium.
4. The City and County will cause TIRZ #15, over the life of the zone, to contribute amounts with net present values of \$7.5 million each toward reimbursing the City for the cost of the land.
5. The City and County will jointly own both the land and the stadium, which will be triple-net leased to the Dynamo for a period of approximately 30 years.
6. The Harris County – Houston Sports Authority (“Sports Authority”) has been asked to take an administrative/managerial role on behalf of the City and County including the following functions:
  - a. negotiate the lease with the Dynamo
  - b. provide construction oversight
  - c. act as property manager for the duration of the lease
7. The cost of the Sports Authority’s representation will be borne by the Dynamo via increased lease payments.
8. As the general area in which the proposed stadium will be constructed has the highest concentration of homeless persons in the County, which population impacts both businesses and quality of life for those residing in the vicinity, the Interlocal agreement will include commitments from both the County and City to allocate funds for homeless programs at the rate of \$2 from the City for every \$1 contributed from the County, to a maximum of \$1 million per year. These funds will be generated from TIRZ #15 and other TIRZs in which the City and/or County participate.
9. In order to facilitate future economic development and growth of the County’s tax base in Houston’s central business district and the area surrounding the Reliant Stadium/Astrodome Complex, the City will agree to create two additional Tax Increment Reinvestment Zones (TIRZ #23, Central Houston TIRZ, and TIRZ #24, South Loop TIRZ). These zones will be a departure from City TIRZs created in the past, in that the County will select the zone manager and Commissioners Court instead of City Council will determine which projects will be funded with TIRZ revenue.
10. Under no circumstances will Harris County contribute general funds to the above projects, nor will Harris County provide any financial guarantees or accept any form of liability for commitments made by TIRZs #15, 23 or 24.

April 6, 2010

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (this "Agreement") is made and entered into as of the \_\_\_\_ day of March, 2010, by and among the CITY OF HOUSTON, TEXAS, a home-rule city organized under the laws of the State of Texas (the "City"), HARRIS COUNTY, TEXAS, a political subdivision of the State of Texas (the "County") and THE HARRIS COUNTY-HOUSTON SPORTS AUTHORITY, a sports and community venue district created under Chapter 335 of the Texas Local Government Code (the "Sports Authority"). Each of the City, the County and the Sports Authority is a "Party" and together they are collectively, the "Parties."

### RECITALS

A. The County has requested that the City (i) create certain new tax increment reinvestment zones within the City, (ii) allow the County to participate in certain existing tax increment reinvestment zones, and (iii) amend certain of its participation commitments in tax increment reinvestment zones in which both the City and the County participate as of the Effective Date, and the City has agreed to do so pursuant to the terms and conditions of this Agreement.

B. The City has requested that the County participate in the East Downtown Zone, a tax increment reinvestment zone in which the Proposed Stadium is proposed to be constructed, and that the County purchase from the City a one-half undivided interest in the Land on which the Proposed Stadium will be located (with the County's intending to use County tax increment reinvestment zone funds for such purpose), and the County has agreed to do so on a limited basis pursuant to the terms and conditions of this Agreement.

C. The City and the County, in recognition of the Sports Authority's experience and expertise in various aspects of developing sports facilities and in recognition that it is essential that the City, the County and the Sports Authority work together in mutual cooperation to provide for the timely and efficient development of the Proposed Stadium, desire to involve the Sports Authority in the development of the Proposed Stadium as further provided in this Agreement, and the Sports Authority has agreed to be involved pursuant to the terms and conditions of this Agreement.

D. The City and County have provided to the Sports Authority the general parameters pursuant to which the Sports Authority will, as agent for the City and the County, cause the Proposed Stadium to be developed, constructed and maintained.

E. The City, the County and the Sports Authority desire to enter into this Agreement for their mutual interest and benefit.

NOW, THEREFORE, the City, the County and the Sports Authority, in consideration of and conditioned upon the mutual covenants and agreements herein contained, do mutually hereby agree as follows:

## ARTICLE I

### Definitions and Usage

Capitalized terms used in this Agreement shall have the meanings assigned to them in the Glossary of Defined Terms attached hereto as Exhibit D.

## ARTICLE II

### TIRZ-Related Agreements

The City and the County hereby agree to each use its good faith efforts to enter into Applicable Agreements (or, as to the City as it pertains to the tax increment reinvestment zones, also use its reasonable efforts to cause the Applicable Agreements to be entered into) necessary to accomplish the items in Article II(A)-(E) below on or before the Conditions Precedent Deadline.

#### A. County TIRZ 15 Participation.

1. Participation. Subject to the Conditions Precedent being satisfied prior to the Conditions Precedent Deadline, the County will participate in the East Downtown Zone so that eighty-five percent (85%) of the County's Tax Increment attributable to the East Downtown Zone will be used only to pay Project Costs in the East Downtown Zone (the "County EDZ Overall Participation"); provided that (a) fifty-seven percent (57%) of the County EDZ Overall Participation will be used only to pay Project Costs related to certain public infrastructure at the Proposed Stadium (the "County EDZ Stadium Increment") pursuant to a Project Plan that the County confirms in writing provides for the use of the County EDZ Stadium Increment only to pay for the cost of such infrastructure (the "County EDZ Stadium Participation") and (b) forty-three percent (43%) of the County EDZ Overall Participation (the "County EDZ Land Increment") will be used only to pay the Land Price to the City pursuant to a Project Plan that the County and the City agree upon (the "County EDZ Land Participation").

2. County Commitment. The County EDZ Stadium Increment will be limited to an aggregate overall participation equal to Twenty-One Million and No/100 Dollars (\$21,000,000) (the "County EDZ Stadium Maximum Commitment"), which the Parties hereby agree has a net present value of Ten Million and No/100 Dollars (\$10,000,000). The County EDZ Land Increment will be limited to an aggregate overall participation equal to Fifteen Million Eight Hundred Thousand and No/100 Dollars (\$15,800,000) (the "County EDZ Land Maximum Commitment"), which the parties agree has a net present value equal to the Land Price. At the time at which the County has paid the County EDZ Stadium Maximum Commitment and the County EDZ Land Maximum Commitment, the County will have no further obligation to participate in the East Downtown Zone.

3. Miscellaneous.

(a) Only Tax Increments generated by the tax rate of Harris County, Texas will be contributed to the East Downtown Zone, and taxes imposed and collected by Harris County for the Harris County Flood Control District, The Port of Houston Authority of Harris County, Texas, the Harris County Hospital District, the Harris County Department of Education or any other taxing entity for which the County imposes taxes, now or in the future, will not be contributed to the East Downtown Zone, unless such entities agree separately in writing to participate in the East Downtown Zone;

(b) Any Applicable Agreement and/or the ordinance passed by the City approving the Applicable Agreement governing the East Downtown Zone shall provide that the County has the unequivocal right to (1) appoint and thereafter maintain one (1) member on the board of directors of the East Downtown Zone and the East Downtown Authority for so long as the County is participating in the East Downtown Zone and (2) appoint and maintain as many non-voting ex officio members on the board of directors as the County may desire for so long as the County is participating in the East Downtown Zone; and

(c) Neither the County EDZ Stadium Participation nor the County EDZ Land Participation will extend to any amendments or modifications to the applicable project plan of the East Downtown Zone nor to any expansion of the East Downtown Zone unless, in either case, the County expressly agrees in writing to so participate.

(d) Pursuant to the authority set out in Section 311.017(a)(1) of the Texas Tax Code, the City will designate the termination date of the East Downtown Zone to be December 31, 2040.

B. Central Houston Zone.

1. Formation. The City shall:

(a) so long as the County has provided the City with a preliminary tax increment reinvestment zone financing plan by April 13, 2010, create a tax increment reinvestment zone in accordance with the TIF Act, the proposed boundaries of which are set forth on Exhibit B attached hereto (the "Central Houston Zone"), which area the Parties believe meets the criteria of a reinvestment zone under the TIF Act;

(b) establish a board of directors of the Central Houston Zone in accordance with the TIF Act, with one board member to be appointed by the County as provided in the TIF Act; provided, however, that the Mayor of the City shall consider the County's recommendations for such board of directors before formally recommending any candidates for such board of directors to the City Council; and

(c) approve (and cause the board of directors of the Central Houston Zone to approve) a final project plan and a final reinvestment zone financing plan created by the County for the Central Houston Zone within thirty (30) days after delivery of drafts thereof by the County to the City (or such longer time as the County in its sole discretion may agree to), so long as such plans conform to the requirements of the TIF Act. The County Director of the Community Services Department, or its designee, is authorized to extend the time for the City's performance in this paragraph.

2. County Participation. The County shall:

(a) determine the amount of the County's Tax Increment it will contribute to the Central Houston Zone in its sole and absolute discretion and as may be amended by the County from time to time (the "County's Central Houston Zone Tax Increment"); and

(b) allocate (and amend) the County's Central Houston Zone Tax Increment to projects, programs and redevelopment authorities, including the County RDA, as determined by the County in its sole and absolute discretion so long as such allocation is consistent with the TIF Act; and

(c) not be obligated to participate in or contribute all or any portion of its Tax Increment to the Central Houston Zone.

3. City Participation. The City shall:

(a) determine the amount of the City's Tax Increment it will contribute to the Central Houston Zone in its sole and absolute discretion and as may be amended by the City from time to time (the "City's Central Houston Zone Tax Increment"),

(b) allocate (and amend) the City's Central Houston Zone Tax Increment to projects, programs and redevelopment authorities as determined by the City in its sole and absolute discretion consistent with the TIF Act; and

(c) not be obligated to participate in or contribute all or any portion of its Tax Increment to the Central Houston Zone.

4. Manager. Until such time as the City's Central Houston Zone Tax Increment equals the County's Central Houston Zone Tax Increment, the County shall have the right to appoint the manager of the Central Houston Zone. Thereafter, the City and the County will mutually agree on the manager of the Central Houston Zone.

5. Cooperation. Each of the City and the County agree to comply with the reasonable requests of each other in connection with the formation, administration and operation of the Central Houston Zone and all agreements and actions required in connection therewith.

6. Amendment. The City will not permit an amendment to the project plan or the reinvestment zone financing plan for the Central Houston Zone that in any way affects the County's Central Houston Zone Tax Increment or the use thereof or the amount of project costs to be paid thereby, in each case without the County's consent, as determined in the County's sole and absolute discretion. No amendment to the project plan or the reinvestment zone financing plan for the Central Houston Zone will eliminate or reduce the identity or scope of a County project or the project costs associated with any County project described in the existing project plan and reinvestment zone financing plan without the County's consent, as determined by the County in its sole and absolute discretion.

C. South Loop Zone.

1. Formation. The City shall:

(a) so long as the County has provided the City with a preliminary tax increment reinvestment zone financing plan by April 13, 2010, create a tax increment reinvestment zone in accordance with the TIF Act, the proposed boundaries of which are set forth on Exhibit C attached hereto (the "South Loop Zone"), which area the Parties believe meets the criteria of a reinvestment zone under the TIF Act;

(b) establish a board of directors of the South Loop Zone in accordance with the TIF Act, with one board member to be appointed by the County as provided in the TIF Act; provided, however, that the Mayor of the City shall consider the County's recommendations for such board of directors before formally recommending any candidates for such board of directors to the City Council; and

(c) approve (and cause the board of directors of the South Loop Zone to approve) a final project plan and a final reinvestment zone financing plan created by the County for the South Loop Zone within thirty (30) days after delivery of drafts thereof by the County to the City (or such longer time as the County in its sole discretion may agree to), so long as such plans conform to the requirements of the TIF Act. The County Director of the Community Services Department, or its designee, is authorized to extend the time for the City's performance in this paragraph.

2. County Participation. The County shall:

(a) determine the amount of the County's Tax Increment it will contribute to the South Loop Zone in its sole and absolute discretion and as may be amended by the County from time to time (the "County's South Loop Zone Tax Increment"); and

(b) allocate (and amend) the County's South Loop Zone Tax Increment to projects, programs and redevelopment authorities, including the County RDA,

as determined by the County in its sole and absolute discretion as long as such allocation is consistent with the TIF Act; and

(c) not be obligated to participate in or contribute all or any portion of its Tax Increment to the South Loop Zone.

3. City Participation. The City shall:

(a) determine the amount of the City's Tax Increment it will contribute to the South Loop Zone in its sole and absolute discretion and as may be amended by the City from time to time (the "City's South Loop Zone Tax Increment"),

(b) allocate (and amend) the City's South Loop Zone Tax Increment to projects, programs and redevelopment authorities as determined by the City in its sole and absolute discretion consistent with the TIF Act; and

(c) not be obligated to participate in or contribute all or any portion of its Tax Increment to the South Loop Zone.

4. Manager. Until such time as the City's South Loop Zone Tax Increment equals the County's South Loop Zone Tax Increment, the County shall have the right to appoint the manager of the South Loop Zone. Thereafter, the City and the County will mutually agree on the manager of the South Loop Zone.

5. Cooperation. Each of the City and the County agree to comply with the reasonable requests of each other in connection with the formation, administration and operation of the South Loop Zone and all agreements and actions required in connection therewith.

6. Amendment. The City will not permit an amendment to the project plan or the reinvestment zone financing plan for the South Loop Zone that in any way affects the County's South Loop Zone Tax Increment or the use thereof or the amount of project costs to be paid thereby, in each case without the County's consent, as determined in the County's sole and absolute discretion. No amendment to the project plan or the reinvestment zone financing plan for the South Loop Zone will eliminate or reduce the identity or scope of a County project or the project costs associated with any County project described in the existing project plan and reinvestment zone financing plan without the County's consent, as determined by the County in its sole and absolute discretion.

D. Conveyance of the Land. Subject to the Conditions Precedent being satisfied prior to the Conditions Precedent Deadline, on or prior to the date that (i) the City executes the Ground Lease and (ii) the Project Plan detailing the County's EDZ Land Participation has been approved by the County, the City shall, by special warranty deed in a form reasonably acceptable to the County, convey to the County an undivided one-half (1/2) interest in and to the Land; provided, however, that such special warranty deed shall provide that if the County does not pay the County EDZ Land Participation (subject to the County EDZ Land Maximum Commitment) to the City pursuant to the Applicable Agreement, the City will have the right, in its sole and

absolute discretion and upon reimbursement to the County of any County EDZ Land Participation paid to date, to cause the County's undivided one-half (1/2) interest in and to the Land to revert back to the City.

E. Homeless Housing Joint Initiative. Subject to payment by a particular tax increment reinvestment zone of its Existing Obligations, as and if applicable, the County (i) agrees to use a portion of the remaining fifteen percent (15%) of the County's Tax Increment attributable to the East Downtown Zone and (ii) contemplates using a portion of its Tax Increment in certain other City of Houston tax increment reinvestment zones in which the County currently participates or in which the County may participate in the future, to pay the cost of Homeless Housing Programs (the "County Homeless Housing Contribution"). The City agrees that for every dollar spent annually by the County on Homeless Housing Programs from the County Homeless Housing Contribution, the City will spend annually on Homeless Housing Programs at least two dollars (the "City Homeless Housing Contribution"); provided, however, that the City Homeless Housing Contribution and the County Homeless Housing Contribution are not required in the aggregate to exceed \$1,000,000 annually. The City and the County will use reasonable efforts to work with each other and with the applicable tax increment reinvestment zone boards in order to amend the project plan and reinvestment zone financing plans or modify any agreements necessary to accomplish the foregoing, including attempting to obtain (i) agreements permitting the County to increase its participation in or join any particular tax increment reinvestment zone and (ii) the applicable tax reinvestment zone board approval to have the project plan and reinvestment zone financing plan modified to reflect the County Homeless Housing Contribution and the use thereof.

F. Miscellaneous Agreements and Findings.

1. Waiver of 60-Day Notice. Upon its execution of this Agreement, the County shall be deemed to have waived the requirement regarding the delivery of the preliminary project plan, the 60-day notice of intent that the City proposes to create the Central Houston Zone and the South Loop Zone, and any presentation requirements pursuant to Sections 311.003(b) and (e) of the TIF Act.

2. Findings of Fact. In accordance with Section 311.005 of the TIF Act, the City hereby finds that the areas where the Central Houston Zone and the South Loop Zone will be located substantially arrest and impair the sound growth of the City of Houston, retard the provision of housing accommodations, and constitute an economic or social liability because of (a) a substantial number of substandard, slum, deteriorated or deteriorating structures, (b) the predominance of defective or inadequate sidewalk or street layout, and (c) unsanitary or safe conditions.

G. City TIRZ 15 Participation. Subject to the Conditions Precedent being satisfied prior to the Conditions Precedent Deadline, the City will, or will cause the East Downtown Redevelopment Authority to, participate in the East Downtown Zone and provide overall participation equal to a net present value of Ten Million and No/100 Dollars (\$10,000,000), of Tax Increment (other than the County Tax Increment) to pay, or provide financing for, Project Costs related to the construction of the Proposed Stadium.

### ARTICLE III

#### Sports Authority-Related Agreements

A. Ground Lease. Pursuant to a Ground Lease (herein so called), the terms and conditions of which are to be mutually acceptable to each of the Parties, the City and the County, as tenants-in-common, will use reasonable efforts to ground lease the Land to the Sports Authority for the purpose of having the Sports Authority cause the development of the Proposed Stadium thereon.

B. Stadium Lease. Pursuant to a Stadium Lease (herein so called), the terms and conditions of which are to be mutually acceptable to the City, the County, the Sports Authority and the Team, the Sports Authority will sublease the Land to the Team for the purpose of constructing, operating and maintaining the Proposed Stadium. The Stadium Lease shall contain the Discount Seating Provision.

C. Defense and Condition. The City hereby agrees to jointly defend, at no cost to the Sports Authority, the Sports Authority and its directors and officers in any action brought by any Person against the Sports Authority or its directors and officers alleging a breach by the Sports Authority or its directors and officers of a contractual provision which limits or prohibits the Sports Authority from assisting or participating in the development of the Proposed Stadium, and the City hereby agrees, to the extent permitted by law, to pay any judgment or award made against the Sports Authority or its directors and officers as a result of any such action. Further, notwithstanding anything to the contrary contained in this Agreement, the Sports Authority shall not be obligated to be involved in the development of the Proposed Stadium, or enter into the Ground Lease, unless and until the Team has agreed in writing (pursuant to an agreement and arrangement reasonably acceptable to the Sports Authority) to reimburse the Sports Authority for all out-of-pocket costs and expenses incurred by the Sports Authority related to the negotiation of the Ground Lease, the Stadium Lease and any related Applicable Agreements and the monitoring of the design and construction of the Proposed Stadium, to confirm that such complies with the terms of the Ground Lease and the Stadium Lease.

### ARTICLE IV

#### Miscellaneous Provisions

A. Final Agreements Supersede. At the time that an Applicable Agreement is executed and delivered, the provisions of this Agreement shall have no further effect as to the matters covered by such Applicable Agreement and the obligations of the City and the County related thereto shall be merged into and superseded by the terms of the applicable executed Applicable Agreement.

B. Termination Rights. If by the Conditions Precedent Deadline all Conditions Precedent have not been fully satisfied (including the execution by all applicable parties thereto of all Applicable Agreements to implement the Conditions Precedent), then either the County or the City may terminate this Agreement. If a party terminates this Agreement pursuant to this Section, (x) any Applicable Agreements that have been fully executed prior to the termination

shall automatically terminate and be of no further force and effect, and (y) the City shall have the unilateral right to dissolve the Central Houston Zone and the South Loop Zone pursuant to the TIF Act. Upon the termination of this Agreement and the termination of any Applicable Agreement pursuant to the terms of this Article IV(B), neither party shall have any liability to the other party pursuant to the terms of this Agreement or any such Applicable Agreement except with respect to the obligations of the City provided in Article III(C), which obligations shall survive such termination and remain obligations of the City, enforceable by the Sports Authority. Such remedies described herein shall be both the City's and the County's sole and exclusive remedy related to a breach of this Agreement, and the parties hereto hereby release and waive any rights or remedies that each may have against the other with regard to any such breach or inaccuracy of the covenants, agreements, representations and warranties of the parties hereto in this Agreement.

C. Independent Parties. Nothing contained in this Agreement or inferable herefrom shall be deemed or construed to (a) make the City the agent, servant, or employee of the County or the Sports Authority, (b) make the County the agent, servant or employee of the City or the Sports Authority, (c) make the Sports Authority the agent, servant, or employee of the City or the County or (d) create any partnership or joint venture between the County, the City and the Sports Authority.

D. Waiver of Performance. The failure of any Party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights under this Agreement, shall not be construed as a waiver or relinquishment by such Party of such term, covenant, condition or right with respect to further performance.

E. Governing Law. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. Any action brought to enforce or interpret this Agreement shall be brought in the court of appropriate jurisdiction in Houston, Harris County, Texas.

F. Attorneys' Fees. If any Party places the enforcement of this Agreement, or any part hereof, or the exercise of any remedy herein provided, in the hands of an attorney who institutes an action or proceeding upon the same (either by direct action or counterclaim), the non-prevailing Party shall pay to the prevailing Party its reasonable attorneys' fees and costs of court. In addition to the foregoing award of attorneys' fees to the prevailing Party, the prevailing Party shall be entitled to its attorneys' fees incurred in any post-judgment proceeding or action to collect or enforce the judgment. This provision is separate and several and shall survive the expiration or earlier termination of this Agreement or the merger of this Agreement into any judgment on such instrument.

G. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the Parties to it.

H. Notices. All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered, to the recipient Party at the following addresses:

If to the County: Harris County, Texas  
8410 Lantern Point Drive  
Houston, Texas 77054  
Attention: David Turkel

with a courtesy copy to: Harris County Attorney's Office  
1310 Prairie, Suite 940  
Houston, Texas 77002  
Attention: County Attorney

If to the City: City of Houston  
Mayor's Office  
901 Bagby, 3rd Floor  
Houston, Texas 77002  
Attention: Mayor

with a courtesy copy to: City of Houston  
City Attorney's Office  
900 Bagby, 4th Floor  
Houston, Texas 77002  
Attention: City Attorney

If to the Sports Authority: Harris County-Houston Sports Authority  
Two Houston Center  
909 Fannin, Suite 3175  
Houston, Texas 77010  
Attention: Executive Director

The Parties shall each have the right to change their respective addresses by informing the other Parties in writing at least fifteen (15) days prior to the effective date of the address change. Any notice given by mail hereunder shall be deemed effective upon deposit of such in the United States Mail. Notice given in any other manner shall be effective upon actual receipt by the Party notified.

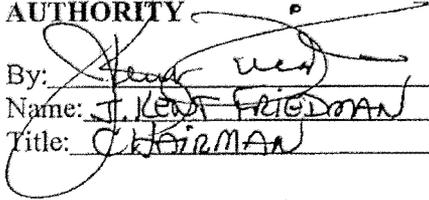
I. Parties in Interest. The terms of this Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, shall be constructed to give any Person (other than the Parties hereto and their permitted successors and assigns) any legal or equitable right, remedy or claim under or in respect of any terms or provisions contained in this Agreement or any standing or authority to enforce the terms and provisions of this Agreement.

J. General. From time to time hereafter and without further consideration, the City, the County and the Sports Authority shall execute and deliver such additional or further instruments or documents and take such actions, all as may be reasonably necessary to carry out

the intent and purposes set out in this Agreement. The City, the County and the Sports Authority will cooperate with each other in fulfilling their respective obligations hereunder. The masculine and neuter genders used in this Agreement each includes the masculine, feminine and neuter genders, and whenever the singular number is used, the same shall include the plural where appropriate, and vice versa. Wherever the term "including" or a similar term is used in this Agreement, it shall be read as if it were written "including by the way of example only and without in any way limiting the generality of the clause or concept referred to." The headings used in this Agreement are included for reference only and shall not be considered in interpreting, applying or enforcing this Agreement. The words "shall" and "will" as used in this Agreement have the same meaning. This Agreement shall not be modified or amended in any manner except by a writing signed by all the Parties hereto. This agreement represents the entire and integrated agreement between the Parties with respect to the subject matter hereof. All prior negotiations, representations or agreements not expressly incorporated into this Agreement are hereby superseded and canceled. The Parties acknowledge and represent that this Agreement has been jointly drafted by the Parties, that no provision of this Agreement will be interpreted or construed against any Party solely because the Party or its legal counsel drafted such provision and that each of them has read, understood, and approved the language and terms set forth herein. This Agreement may be executed in multiple counterparts, each of which shall constitute but one agreement. All signatures need not be on the counterpart.

[SIGNATURE PAGES FOLLOW]

**HARRIS COUNTY-HOUSTON SPORTS  
AUTHORITY**

By:   
Name: J. KENT FRIEDMAN  
Title: CHAIRMAN

**EXHIBIT A**  
**THE LAND**

## EXHIBIT A

### THE LAND

The following seven surveys are part of this Exhibit A:

Survey 1 – 1.4348 ac. of land being all of Block 203 S.S.B.B. James Wells Survey, A-832

Survey 2 – 1.4348 ac. of land being all of Block 204 S.S.B.B. and 130 s.f. of land being out of Bastrop Street and Rusk Avenue by Block 204 S.S.B.B. James Wells Survey, A-832

Survey 3 – 1.4348 ac. of land being all of Block 205 S.S.B.B. and 154 s.f. of land being out of Bastrop Street by Block 205 S.S.B.B. James Wells Survey, A-832

Survey 4 – 29,600 s.f. of land being out of Block 218 S.S.B.B. James Wells Survey, A-832

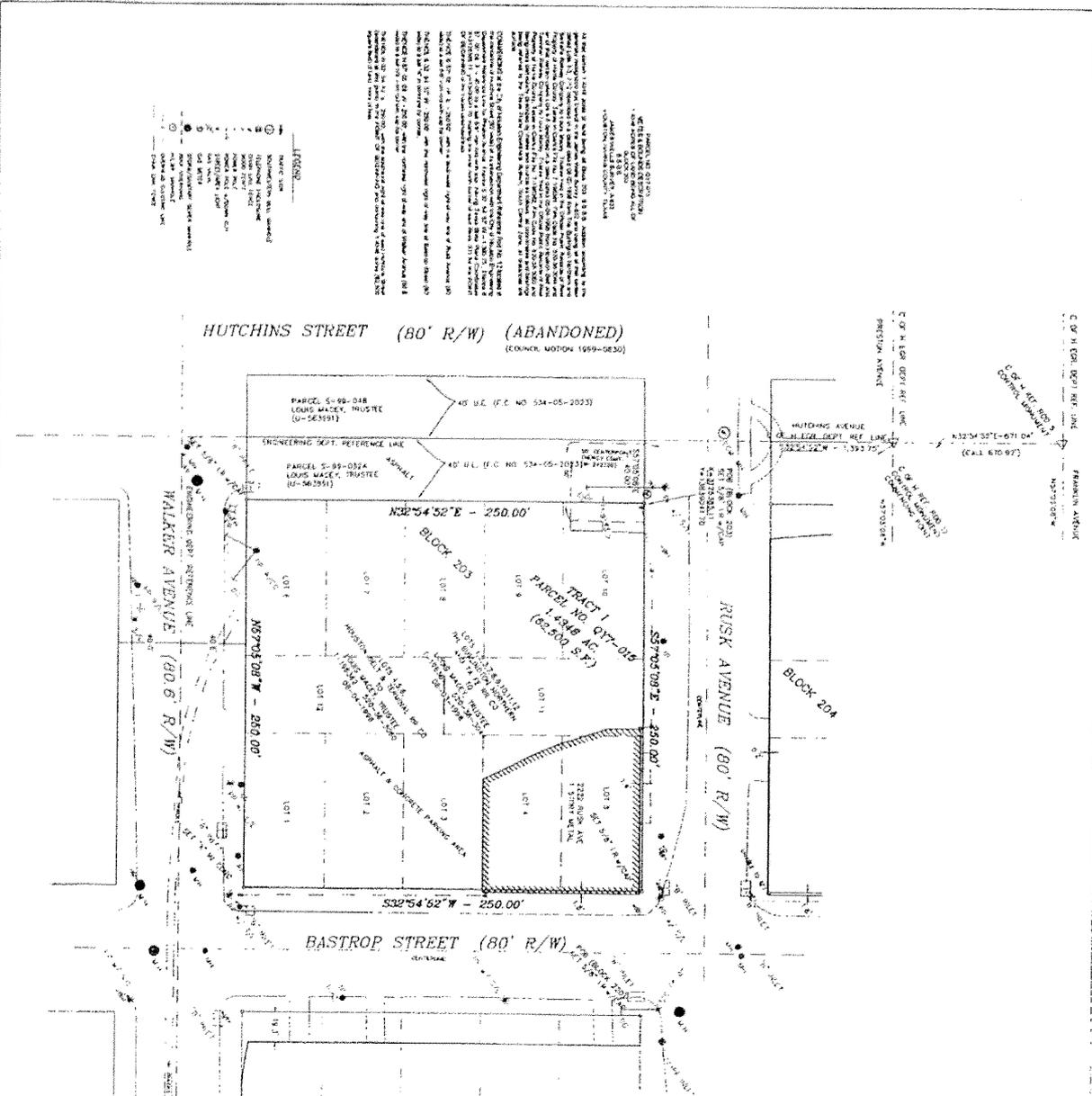
Survey 5 – 33,275 s.f. of land being out of Block 218 S.S.B.B. James Wells Survey, A-832

Survey 6 – 1,4348 ac. of land being all of Block 219 S.S.B.B. James Wells Survey, A-832

Survey 7 – 1.4348 ac. of land being all of Block 220 S.S.B.B. James Wells Survey, A-832

All property currently designated as public rights of way inside the area bounded by the four points listed below. These four points are identified in the above-referenced surveys that are part of this Exhibit A.

1. The northeast corner of Block 218 at the intersection of Texas Avenue and Dowling St. as shown in the survey dated 3-11-2008 by Prejean and Company labeled GF No.1038001007.
2. The southeast corner of Block 220 at the intersection of Walker St. and Dowling St. as shown in the survey dated 3-11-2008 by Prejean and Company labeled GF No.1038001024.
3. The southwest corner of Block 203 at the intersection of Walker St. and Huthchins St. (abandoned) as shown in the survey dated 3-11-2008 by Prejean and Company labeled GF No.1038001007.
4. The northwest corner of Block 205 at the intersection of Texas Avenue and Huthchins St. (abandoned) as shown in the survey dated 3-11-2008 by Prejean and Company labeled GF No.103B001007.



CITY OF HOUSTON  
 PUBLIC WORKS AND  
 ENGINEERING DEPARTMENT  
 09/24/08  
 41591

LAND TITLE SURVEY	
1.4398 AC. OF LAND	
BLOCK 203	
S.S.B.B.	
JAMES WELLS SURVEY, A-832	

CITY OF HOUSTON	
1	2
3	4
5	6
7	8
9	10

CONTRACT NOTES  
 1. THE CITY OF HOUSTON HAS REVIEWED THIS SURVEY AND HAS FOUND IT TO BE IN ACCORD WITH THE CITY OF HOUSTON SURVEYING REGULATIONS AND THE CITY OF HOUSTON SURVEYING ACT.  
 2. THE CITY OF HOUSTON DOES NOT GUARANTEE THE ACCURACY OF THIS SURVEY.  
 3. THE CITY OF HOUSTON DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED BY THE SURVEYOR.  
 4. THE CITY OF HOUSTON DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED BY THE SURVEYOR'S CLIENTS.  
 5. THE CITY OF HOUSTON DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED BY THE SURVEYOR'S CLIENTS.

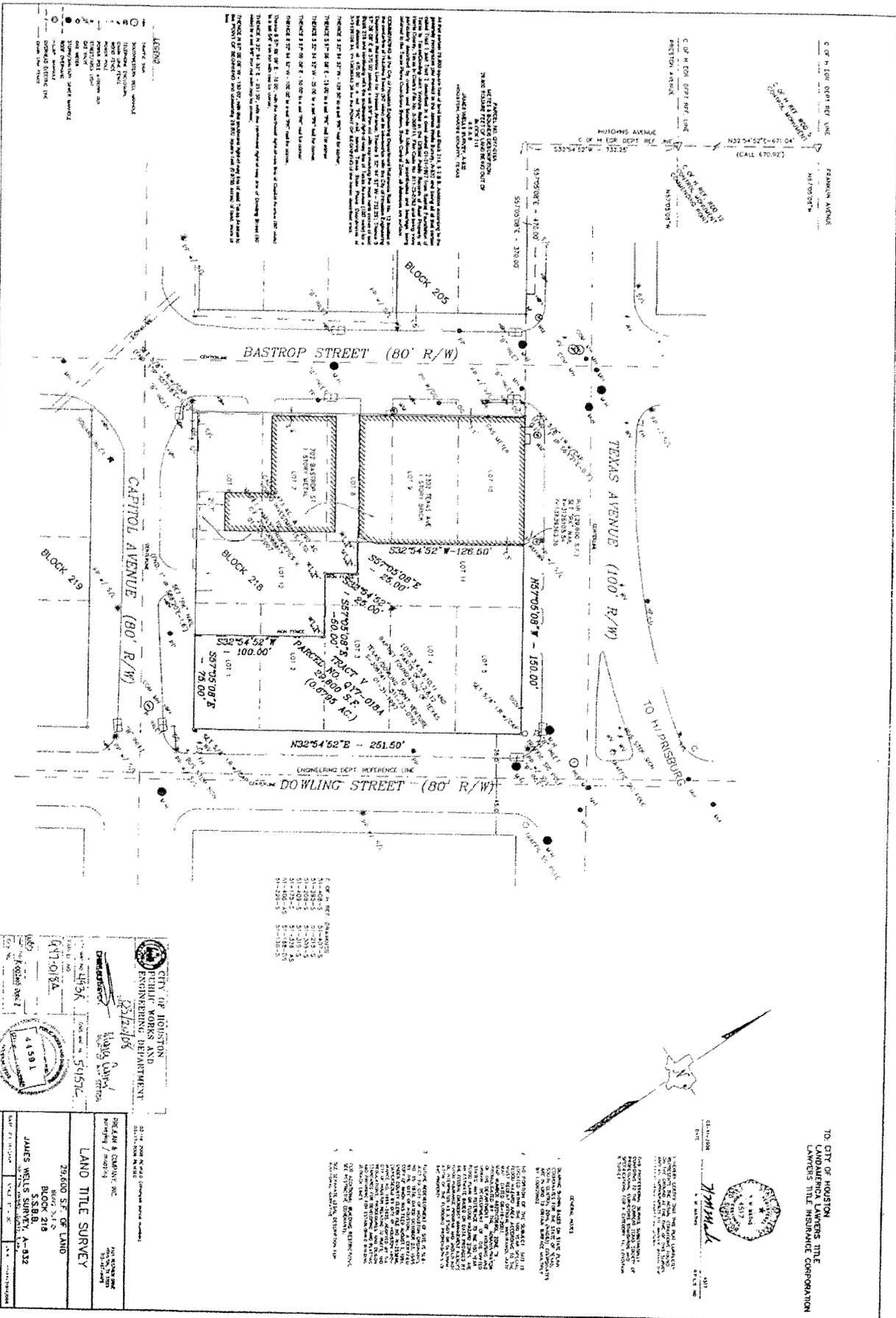


CITY OF HOUSTON  
 LANDMARKS LAWYERS TITLE  
 LAWYERS TITLE INSURANCE CORPORATION

THE CITY OF HOUSTON HAS REVIEWED THIS SURVEY AND HAS FOUND IT TO BE IN ACCORD WITH THE CITY OF HOUSTON SURVEYING REGULATIONS AND THE CITY OF HOUSTON SURVEYING ACT.  
 THE CITY OF HOUSTON DOES NOT GUARANTEE THE ACCURACY OF THIS SURVEY.  
 THE CITY OF HOUSTON DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED BY THE SURVEYOR.  
 THE CITY OF HOUSTON DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED BY THE SURVEYOR'S CLIENTS.







**CITY OF HOUSTON**  
**PUBLIC WORKS AND**  
**ENGINEERING DEPARTMENT**

DATE: 04/17/08  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]

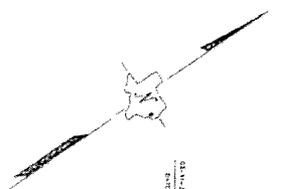
41591

**LAND TITLE SURVEY**

29,600 S.F. OF LAND  
 BLOCK 218  
 S.S.B.B.  
 JAMES WELLS SURVEY, A-432

DATE: 04/17/08  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]

1	0.00	0.00
2	0.00	0.00
3	0.00	0.00
4	0.00	0.00
5	0.00	0.00
6	0.00	0.00
7	0.00	0.00
8	0.00	0.00
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10	0.00	0.00
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44	0.00	0.00
45	0.00	0.00
46	0.00	0.00
47	0.00	0.00
48	0.00	0.00
49	0.00	0.00
50	0.00	0.00



TO: CITY OF HOUSTON  
 LAND/PLANNING DEPARTMENT  
 LAWYERS TITLE INSURANCE CORPORATION

DATE: 04/17/08  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]







**EXHIBIT B**

**PROPOSED BOUNDARIES OF CENTRAL HOUSTON ZONE**



**Total Appraised Value**  
\$863,816,771

**Total Acres**  
206.89

**Public/Institutional**  
No Data

**General Houston TIRZ # 24**  
Entirely TIRZ

**Industrial**  
185 Acres  
\$2,697,730 Appraised Value

**Commercial**  
1,032 Acres  
\$10,351,460 Appraised Value

**Multi-Family Residential**  
1,300 Acres  
\$60,327,741 Appraised Value

**Multi-Family Vacant**  
3,127 Acres  
\$1,720,300 Appraised Value

**Single-Family Vacant**  
1,000 Acres  
\$40,200 Appraised Value

**Office**  
1,185 Acres  
\$21,815,238 Appraised Value

**Commercial Vacant**  
1,121 Acres  
\$10,199,134 Appraised Value

**Public/Institutional**  
No Data

**General Houston TIRZ # 24**  
Entirely TIRZ

**CITY OF HOUSTON**  
**CENTRAL HOUSTON TIRZ # 24**

Sources:  
Aerial photo - IAK, 1/01  
Platbook - HCRS, 1/09  
Map - IAK, 1/09  
Map - IAK, 1/09



Boundary Description of  
Tax Increment Investment Zone Number Twenty-Four  
(Central Houston TIRZ #24)

Being 206.89 acres, more or less, situated in the City of Houston, Harris County, TX and being more particularly described as follows:

1. Commencing at the Southern most corner of the Market Square TIRZ for a POINT OF BEGINNING (POB);
2. THENCE Northeasterly along Fannin Street, forming a common boundary with the Market Square TIRZ boundary, to a corner with the northern R.O.W. of Clay Street and an intersection with Fannin Street.
3. THENCE Southeasterly along Clay Street, to a corner with the western R.O.W. of San Jacinto Street and an intersection with Clay Street.
4. THENCE Northeasterly along San Jacinto Street, to a corner with an intersection of Market Square TIRZ boundary, and a corner nearest the intersection of Polk Street.
5. THENCE Southeasterly along Polk Street, forming a common boundary with the Market Square TIRZ boundary, to its corner nearest the intersection of Polk Street and Caroline Street.
6. THENCE Northeasterly along Caroline Street, forming a common boundary with the Market Square TIRZ boundary, to its corner nearest the intersection of Caroline Street and Dallas Street.
7. THENCE Northwesterly along Dallas Street, forming a common boundary with the Market Square TIRZ boundary, to its corner nearest the intersection of Dallas Street and Fannin Street.
8. THENCE Northeasterly along Fannin Street, forming a common boundary with the Market Square TIRZ boundary, to a corner with the northern R.O.W. of Lamar Street , and an intersection with Fannin Street.
9. THENCE Southeasterly along Lamar Street to a corner, with the western R.O.W. of San Jacinto Street and an intersection with Lamar Street.
10. THENCE Northeasterly along San Jacinto to a corner, with the northern R.O.W. of McKinney Street and an intersection with San Jacinto Street.

Boundary Description of  
Tax Increment Investment Zone Number Twenty-Four  
(Central Houston TIRZ #24)

11. THENCE Southeasterly along McKinney Street to a corner, with the northern R.O.W. of La Branch Street, and an intersection with McKinney Street.
12. THENCE Northeasterly along La Branch Street to a corner, with the northern R.O.W. of Walker Street, and an intersection with La Branch Street.
13. THENCE Northwesterly along Walker Street, to a corner nearest the intersection of San Jacinto and Walker Street, forming a common corner with the Market Square TIRZ.
14. THENCE Northeasterly along San Jacinto Street, forming a common boundary with the Market Square TIRZ, to its corner nearest the intersection of San Jacinto Street and Preston Street.
15. THENCE Southeasterly along Preston Street, forming a common boundary with the Market Square TIRZ, to its corner nearest the intersection of Preston Street and Austin Street.
16. THENCE Northeasterly along Austin Street, forming a common boundary with the Market Square TIRZ, to its corner nearest the intersection of Austin Street and Commerce Street.
17. THENCE Southeasterly along Commerce Street, forming a common boundary with the Market Square TIRZ, to its corner nearest the intersection of Commerce Street and La Branch Street.
18. THENCE Northerly, with a northerly projection of La Branch Street, forming a common boundary with the Market Square TIRZ, to a point on said boundary for a corner in Buffalo Bayou.
19. THENCE Northeasterly with the meanders of Buffalo Bayou, forming a common boundary with the Market Square TIRZ, to its point in Buffalo Bayou nearest the intersection of Buffalo Bayou and the eastward projection of Allen Street.
20. THENCE Northeasterly along the center line with the meanders of Buffalo Bayou to a corner, forming an intersection with the western R.O.W. of U.S. 59
21. THENCE Southwesterly along the R.O.W Line of US Highway 59 to its junction with the North R.O.W Line of Interstate Highway 45.
22. THENCE Northwesterly along the Northern R.O.W Line of Interstate Highway 45 to the POINT OF BEGINNING

**EXHIBIT C**  
**PROPOSED BOUNDARIES OF SOUTH LOOP ZONE**



**CITY OF HOUSTON**  
**SOUTH LOOP TIRZ #23**

Source:  
 Aerial photo - ESRI, 15m  
 Parcels - HCAD, 1/09

Single Family Residential  
 256.67 Acres  
 Appraised Value: \$234,789,917

Single Family Vacant  
 143.87 Acres  
 Appraised Value: \$15,033,315

Residential Vacant  
 85.88 Acres  
 Appraised Value: \$764,608

Multi-Family Residential  
 80.21 Acres  
 Appraised Value: \$59,029,579

Multi-Family Vacant  
 9.77 Acres  
 Appraised Value: \$3,869,918

No Data

Commercial  
 1,535.85 Acres  
 Appraised Value: \$510,056,521

Commercial Vacant  
 3,087.25 Acres  
 Appraised Value: \$211,349,261

2008 Major Thoroughfare  
 Heavy Proposed Major Thoroughfare  
 Heavy Major Collector  
 100W Major Thoroughfare  
 150W Major Collector  
 Proposed Major Collector

Industrial  
 1,220.17 Acres  
 Appraised Value: \$328,579,889

Industrial Vacant  
 85.55 Acres  
 Appraised Value: \$3,580,988

TIRZ 23 Boundary  
 MUDs

**Total Appraised Value**  
**\$1,374,652,636**

**Total Acreage**  
**6,902.23**



Boundary Description of  
Tax Increment Investment Zone Number Twenty-Three  
(South Loop TIRZ #23)

Being 6902.23 acres, more or less, situated in the City of Houston, Harris County, TX and being more particularly described as follows:

1. Commencing at an intersection with southern Right-of-Way (R.O.W. ) of OST and the western R.O.W of Cambridge Street to form a corner and the POINT OF BEGINNING (POB) for TIRZ 23
2. THENCE Southerly along the western R.O.W. of Cambridge Street to a corner, at an intersection with the northern R.O.W of El Paseo Street
3. THENCE Westerly along northern R.O.W of El Paseo Street to a corner, at an intersection with eastern R.O.W. of Knight Road and El Paseo Street.
4. THENCE northerly along eastern R.O.W. of Knight Road, an approximate distance of 185 feet to a corner, this is an intersection of a direct line projection of the northern line of a drainage esmt. and the eastern R.O.W. of Knight Street
5. THENCE Westerly along the northern line of a drainage esmt. to a corner, which is a direct line projection to the western R.O.W. of Fannin Street
6. THENCE Southerly along the western R.O.W. of Fannin Street to a corner, which is a direct line projection of the southern R.O.W of Holly Hall Street and intersection with Fannin Street
7. THENCE easterly along the southern R.O.W. of Holly Hall Street to a point, which is an intersection with the eastern R.O.W of Knight Road and Holly Hall Street, then approximately a distance of 470 feet to form a corner with northwest corner of Plaza Del Oro Section 4, Vol. 186, Pg. 082 H.C.M.R.
8. THENCE Southerly along a western boundary line of Plaza Del Oro Section 4, Vol. 186, Pg. 082 H.C.M.R. to a corner with the southern boundary line of said subdivision.
9. THENCE Easterly along the southern boundary of Plaza Del Oro Section 4, Vol. 186, Pg. 082 H.C.M.R. to a corner, which is a direct line projection of the southern boundary of Plaza Del Oro Section 4 and an intersection of the eastern R.O.W of Cambridge Street
10. THENCE Northerly along the eastern R.O.W. of Cambridge Street to a corner, at an intersection with the southern R.O.W of Holly Hall Street and Cambridge Street.

Boundary Description of  
Tax Increment Investment Zone Number Twenty-Three  
(South Loop TIRZ #23)

11. THENCE Easterly along the southern R.O.W of Holly Hall Street to a corner, at an intersection with the western R.O.W of Alameda Road and Holly Hall Street.
12. THENCE Southerly along the western R.O.W. of Alameda Road to a corner, at an intersection with the southern R.O.W of South Loop 610 and Alameda Road.
13. THENCE Easterly along the southern R.O.W. of South Loop 610 to a transition and intersection of western R.O.W of South Freeway - Hwy. 288
14. THENCE Southerly along the western R.O.W. of South Freeway - Hwy. 288 to a corner, at an intersection with the northern R.O.W of Alameda-Genoa Road and South Freeway Hwy.
15. THENCE Westerly along the northern R.O.W. of Alameda-Genoa Road to a corner, at an intersection with the western R.O.W of Alameda Road and Alameda-Genoa Road.
16. THENCE Northerly along the western R.O.W. of Alameda Road to a corner, at an intersection with the northern boundary of the JAS. HAMLTON SURVEY, A-884 and Alameda Road.
17. THENCE Westerly along the northern boundary of the JAS. HAMLTON SURVEY, A-884 to corner, at an intersection with north-east corner of the WILLIAM BRYAN SURVEY, A-185.
18. THENCE Westerly along the northern boundary of the WILLIAM BRYAN SURVEY, A-185 to a corner , at an intersection with a 61 Acre Tract, also being a portion of Wildcat Golf Club.
19. THENCE Northerly along the eastern boundary of Wildcat Golf Club to a corner, at an intersection with the southern R.O.W. of Holmes Road
20. THENCE Westerly along the southern R.O.W. of Holmes Road to a corner, at an intersection with western boundary of a HCFCD Drainage Esmt. and Holmes Road.
21. THENCE Southerly along a HCFCD Drainage Esmt. to corner, at an intersection with the northern boundary of the Village of Glen Iris, Vol. 574, Pg. 190, and HCFCD Drainage Esmt.
22. THENCE Westerly along the northern boundary of the Village of Glen Iris, Vol. 574, Pg. 190 to a corner, also being the northwest corner of said subdivision.
23. THENCE Southerly along the western boundary of the Village of Glen Iris, Vol. 574, Pg. 190 to a corner, with the southeast corner of a 0.60 Acre Tract, HCAD# 1271390020007.

Boundary Description of  
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24. THENCE Westerly along the southern boundary of a 0.60 Acre Tract, HCAD# 1271390020007 to a corner, at an intersection of the western R.O.W. of proposed Buffalo Speedway and the projected southern boundary line of a 0.60 Acre Tract, HCAD# 1271390020007.
25. THENCE Northerly along the western R.O.W. of proposed Buffalo Speedway to a corner, at an intersection of the northeast corner of a 7.48 Acre Tract, HCAD# 1271390030001, and proposed Buffalo Speedway
26. THENCE westerly along the northern boundary of a 7.48 Acre Tract, HCAD# 1271390030001 to a corner, being the northwest corner of said tract.
27. THENCE southerly along the western boundary of a 7.48 Acre Tract, HCAD# 1271390030001 to a point, at an intersection with the northern R.O.W. of W. Airport Blvd., also being the southwest corner of said tract.
28. THENCE southerly across the R.O.W of W. Airport Blvd. to a point, being the northeast corner of a 17.5 Acre Tract, HCAD# 0420380000008, and an intersection with the southern R.O.W of W. Airport Blvd.
29. THENCE southerly along the western boundary of a 17.5 Acre Tract, HCAD# 0420380000008, to a corner, at an intersection of the projected northern boundary of Brentwood Section 5 and the western boundary of a 17.5 Acre Tract, HCAD# 0420380000008.
30. THENCE westerly along the northern boundary of Brentwood Section 5 Subdivision to point, also being the northeast corner of Brentwood Section 5, and an intersection with the eastern boundary of a HCFCD Drainage Esmt.
31. THENCE westerly across HCFCD Drainage Esmt., being a direct projection of the northern boundary of Brentwood Section 5 to a corner, at an intersection with the western boundary of a HCFCD Drainage Esmt. also being the eastern boundary of Villas at Brentwood Subdivision.
32. THENCE northerly along the western boundary of a HCFCD Drainage Esmt., to a corner, being an intersection of a direct projection of the southern boundary of a 13.03 Acre Tract, HCAD# 0420140030030 and the western boundary HCFCD Drainage Esmt.
33. THENCE westerly along the southern boundary of a 13.03 Acre Tract, HCAD# 0420140030030 to a corner, also being the southwest corner of said parcel.

Boundary Description of  
Tax Increment Investment Zone Number Twenty-Three  
(South Loop TIRZ #23)

34. THENCE northerly along the western boundary of a 13.03 Acre Tract, HCAD# 0420140030030 to point, at an intersection of the southern R.O.W. of Holmes Road-U.S.90A, also being the northwest corner of said tract.
35. THENCE northerly across Holmes Road-U.S. 90A, being a direct project of the western boundary of a 13.03 Acre Tract, HCAD# 0420140030030 to a corner, at an intersection of the northern R.O.W of U.S. 90A and said projection.
36. THENCE westerly along the northern R.O.W. of Holmes Road-U.S. 90A , also being a common line for the southern boundary of a 2.67 Acres Tract, HCAD#0420140030005, to a corner, at an intersection of U.S. 90A and the southwest corner of a 2.67 Acres Tract, HCAD#0420140030005.
37. THENCE northwesterly along the western boundary of a 2.67 Acres Tract, HCAD#0420140030005, to a corner, at an intersection with the southeastern R.O.W. of S. Main Street-U.S. 90 and western boundary of said tract.
38. THENCE northeasterly along the eastern R.O.W. of S. Main Street-U.S. 90 to a point, at an intersection of N. Holmes Road and S. Main Street-U.S. 90
39. THENCE northerly along the eastern R.O.W. of S. Main Street-U.S. 90 to a point, at an intersection of the southern R.O.W of Fariss Street and S. Main Street-U.S. 90
40. THENCE northeasterly along the eastern R.O.W. of S. Main Street-U.S. 90 to a point, at an intersection of the southern R.O.W of Willowbend Blvd. and S. Main Street-U.S. 90
41. THENCE northeasterly along the eastern R.O.W. of S. Main Street-U.S. 90 to a point, at an intersection of the northern R.O.W of Willowbend Blvd. and S. Main Street-U.S. 90
42. THENCE northeasterly, along the eastern R.O.W. of S. Main Street-U.S. 90 to a corner, at an intersection of the western boundary of Park at Clearview Amend Subdivision and the eastern R.O.W of S. Main Street-U.S. 90.
43. THENCE southerly, along the western boundary line of the Park at Clearview Amending Plat No. 1 Subdivision to a corner, at an intersection of the western boundary and the southern boundary of the Park at Clearview Amend Subdivision.
44. THENCE northeasterly along the southern boundary of the Park at Clearview Amending Plat No. 1 Subdivision to a point, at an intersection of the western boundary of Clearview Street, (Vol. 10,

Boundary Description of  
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(South Loop TIRZ #23)

- Pg. 16 HCMR , 100' R.O.W ), and the southeasterly corner of the Park at Clearview Amending Plat No. 1 Subdivision.
45. THENCE northeasterly, across Clearview Street, (Vol. 10, Pg. 16 HCMR, 100' R.O.W), to a point, at an intersection of the eastern boundary of said R.O.W. and the southwesterly corner of the Villas on Clearview Amending Plat No. 1 Subdivision.
  46. THENCE northeasterly along the southern boundary of the Villas on Clearview Amending Plat No. 1 to a corner, at the intersection of the eastern boundary and the southern boundary of the Villas on Clearview Amending Plat No. 1 Subdivision.
  47. THENCE northerly along the eastern boundary of the Villas on Clearview Amending Plat No. 1 Subdivision to a point, at an intersection of the northeast corner of the Villas on Clearview Amending Plat No. 1 Subdivision and the southeast corner of Lot 1, Block 4, in Mainview Subdivision, Vol. 10 Pg. 16 HCMR.
  48. THENCE northwesterly along the eastern boundary Lot 1, Block 4, in Mainview Subdivision, Vol. 10 Pg. 16 HCMR. to a corner, at an intersection of eastern R.O.W. of S. Main Street-U.S. 90 and 1, Block 4, in Mainview Subdivision.
  49. THENCE northeasterly along the eastern R.O.W. of S. Main Street-U.S. 90 to a point, at an intersection of the southern R.O.W of South Loop 610 and S. Main Street-U.S. 90
  50. THENCE northeasterly along the eastern R.O.W. of S. Main Street-U.S. 90 to a point, at an intersection of the northern R.O.W of South Loop 610 and S. Main Street-U.S. 90
  51. THENCE northeasterly along the eastern R.O.W. of S. Main Street-U.S. 90 to a point, at an intersection of the southern R.O.W of Buffalo Speedway and S. Main Street-U.S. 90
  52. THENCE northeasterly along the eastern R.O.W. of S. Main Street-U.S. 90 to a point, at an intersection of the southern R.O.W of Westridge Street and S. Main Street-U.S. 90
  53. THENCE northeasterly along the eastern R.O.W. of S. Main Street-U.S. 90 to a point, at an intersection of the southern R.O.W of Murworth Drive and S. Main Street-U.S. 90
  54. THENCE northeasterly along the eastern R.O.W. of S. Main Street -U.S. 90 to a point, at an intersection of the southern R.O.W of McNee Road and S. Main Street-U.S. 90

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55. THENCE northeasterly along the eastern R.O.W. of S. Main Street -U.S. 90 to a point, at an intersection of the southern R.O.W. of Old Spanish Trail and S. Main Street-U.S. 90
56. THENCE northeasterly along the southern R.O.W. of Old Spanish Trail to a point, at an intersection of the western R.O.W. of Kirby Drive and Old Spanish Trail
57. THENCE northeasterly along the southern R.O.W. of Old Spanish Trail to a corner, at an intersection of a 3.94466 Acre Tract, HCAD# 1175030010001, also being the northeastern boundary of said tract and the southern R.O.W. of Old Spanish Trail.
58. Thence southwesterly along the eastern boundary of a 3.94466 Acre Tract, HCAD# 1175030010001, to a corner at an intersection on the common line between the boundary of said tract and the Replat of Plaza Del Oro, Section 2, Vol. 187, Pg. 070, also being approximately 485 feet from the western R.O.W. of Kirby Drive.
59. Thence northeasterly along a boundary of Replat of Plaza Del Oro, Section 2, Vol. 187, Pg. 070, said line being the a northern boundary of Unrestricted Reserve "A" in Replat of Plaza Del Oro, Section 2, Vol. 187, Pg. 070, to a corner.
60. Thence northwesterly along the of Unrestricted Reserve "A" in Replat of Plaza Del Oro, Section 2, Vol. 187, Pg. 070, to a corner at an intersection with the southern R.O.W. of Old Spanish Trail.
61. THENCE northeasterly along the southern R.O.W. of Old Spanish Trail to a point, at an intersection of the western R.O.W. of North Stadium Drive and Old Spanish Trail
62. THENCE northeasterly along the southern R.O.W. of Old Spanish Trail to a point, at an intersection of the western R.O.W. of Greenbriar Street and Old Spanish Trail
63. THENCE northeasterly along the southern R.O.W. of Old Spanish Trail to a point, at an intersection of the western R.O.W. of Fannin Street and Old Spanish Trail
64. THENCE northeasterly along the southern R.O.W. of Old Spanish Trail to a point, at an intersection of the western R.O.W. of Cambridge Street and Old Spanish Trail, to the POINT OF BEGINNING
65. Save and Except the following parcel and tract:
  - a. **TRS 6 7 & 10 & TR 6**  
**ABST 874 J WALTERS & TRS 6 7 &**

Boundary Description of  
Tax Increment Investment Zone Number Twenty-Three  
(South Loop TIRZ #23)

**10 ABST 887 J HAMILTON  
ABST 645 P W ROSE**

- b. **TR 5 & TR 5 ABST 874 J WALTERS &  
TR 5 ABST 887 J HAMILTON  
ABST 645 P W ROSE**
- c. **TR 8 ABST 645 P W ROSE**
- d. **HEARTHWOOD 2 CONDO PH 1**
- e. **HEARTHWOOD 2 CONDO PH 2**
- f. **HEARTHWOOD 2 CONDO PH 3**
- g. **HEARTHWOOD 2 CONDO PH 4**
- h. **HEARTHWOOD 2 CONDO PH 5**
- i. **HEARTHWOOD 2 CONDO PH 6**
- j. **TR 1B-7 ABST 887 J HAMILTON**
- k. **TR 1B-6 ABST 887 J HAMILTON**
- l. **TR 1B-5 ABST 887 J HAMILTON**
- m. **TR 28 ABST 887 J HAMILTON**
- n. **TR 28A-1 ABST 887 J HAMILTON**
- o. **TR 28A ABST 887 J HAMILTON**
- p. **RES A BLK 1 PRIME STORAGE #1 PAR R/P**
- q. **TR 15A ABST 887 J HAMILTON**
- r. **PARK LAKE APARTMENTS, VOL. 446, PG. 116**
- s. **RES E LAKES AT 610 SEC 2**
- t. **RESERVE BLK 1 MOORINGS APTS R/P**

## EXHIBIT D

### GLOSSARY OF DEFINED TERMS

"Agreement" has the meaning assigned to such term in the preamble.

"Applicable Agreements" means the Project Plan, any interlocal agreements, tri-party agreements, participation agreements, ordinances, or other agreements (including the Ground Lease and the Stadium Lease), or amendments to existing agreements, that are necessary to accomplish the items set forth in this Agreement.

"Captured Appraised Value" means the total appraised value of all real property taxable by the taxing unit and located in the tax increment reinvestment zone for a tax year less the Tax Increment Base.

"Central Houston Zone" has the meaning assigned to such term in Article II(B).

"City" has the meaning assigned to such term in the preamble.

"City Council" means the City Council of the City.

"City Homeless Housing Contribution" has the meaning assigned to such term in Article II(E)(2).

"City's Central Houston Zone Tax Increment" has the meaning assigned to such term in Article II(B)(3).

"City's South Loop Zone Tax Increment" has the meaning assigned to such term in Article II(C)(3).

"Commissioners Court" means the Commissioners Court of the County.

"Conditions Precedent" means the Lease Condition, the Evidence of Financing, the TIRZ Conditions and the TSU Condition.

"Conditions Precedent Deadline" means September 30, 2010.

"County" has the meaning assigned to such term in the preamble.

"County EDZ Land Increment" has the meaning assigned to such term in Article II(A).

"County EDZ Land Maximum Commitment" has the meaning assigned to such term in Article II(A).

"County EDZ Land Participation" has the meaning assigned to such term in Article II(A).

"County EDZ Overall Participation" has the meaning assigned to such term in Article II(A).

"County EDZ Stadium Increment" has the meaning assigned to such term in Article II(A).

"County EDZ Stadium Maximum Commitment" has the meaning assigned to such term in Article II(A).

"County EDZ Stadium Participation" has the meaning assigned to such term in Article II(A).

"County Homeless Housing Contribution" has the meaning assigned to such term in Article II(E).

"County RDA" means a public not-for-profit local government corporation to be created by the County on or before the Conditions Precedent Deadline that will act as the administrator of certain of the County's Tax Increment attributable to multiple tax increment reinvestment zones in the City of Houston, Texas, including the East Downtown Zone, Central Houston Zone and South Loop Zone, and will be used to acquire, rehabilitate and develop certain projects pursuant to the TIF Act as directed by Commissioner's Court.

"County's Central Houston Zone Tax Increment" has the meaning assigned to such term in Article II(B)(2).

"County's South Loop Zone Tax Increment" has the meaning assigned to such term in Article II(C)(2).

"Discount Seating Provision" means a provision in the Stadium Lease which provides that the Team offers no less than ten percent (10%) of the tickets for every regular season Team home MLS soccer match held at the Stadium at a price that is no more than fifty percent (50%) of the average ticket price during the Team's final season in Robertson Stadium. Annual increases in such discounted tickets will be tied to the consumer price index (CPI) that correlates to the economy of Harris County. Such discounted tickets may be sold in bundles of no more than five (5) tickets (e.g. "family packs").

"East Downtown Authority" means the East Downtown Redevelopment Authority, a public not-for-profit local government corporation, established by the City in connection with the East Downtown Zone.

"East Downtown Zone" means Reinvestment Zone Number Fifteen, City of Houston, Texas.

"Existing Obligations" means, with respect to a particular tax increment reinvestment zone, all existing monetary obligations of that zone as of the date of the Applicable Agreement effectuating the applicable County Homeless Housing Contribution or City Homeless Housing Contribution, including debt service, contractual obligations, and administrative costs.

"Evidence of Financing" means the delivery to the County and the City by the Team of evidence that (a) the financing contemplated under the Loan Commitment has closed pursuant to the terms and conditions of the Loan Commitment, and the proceeds thereof are (x) available to

the Team to pay the closing costs thereof and project costs for the design, development, construction, furnishing and opening of the Proposed Stadium as set forth on the Proposed Stadium Project Budget and (y) in an aggregate amount which is no less than Twenty Million and No/100 Dollars (\$20,000,000.00), (b) the Team has received cash (or liquid assets or other cash equivalents reasonably acceptable to the County and the City) in an amount equal to the difference between the Proposed Stadium Project Budget and the amounts available to the Team pursuant to subsections (a) above and (c) below, and the Team has provided the County and the City with evidence reasonably acceptable to the County and the City of such receipt and that such amounts are available to the Team to pay project costs for the design, development, construction, furnishing and opening of the Proposed Stadium as set forth on the Proposed Stadium Project Budget and (c) any other loans from reputable third party lenders to the Team necessary to fund the remainder of the Proposed Stadium Project Budget have closed and the proceeds thereof are (x) available to the Team to pay the closing costs thereof and project costs for the design, development, construction, furnishing and opening of the Proposed Stadium as set forth on the Proposed Stadium Project Budget and (y) in an amount equal to the difference between the Proposed Stadium Project Budget and amounts available to the Team pursuant to subsections (a) and (b) above.

"Ground Lease" has the meaning assigned to such term in Article III(A).

"Homeless Housing Joint Initiative" means the initiative described in Article II(E) above, as applicable to the Joint Zones.

"Homeless Housing Programs" means projects, programs and/or services intended to provide temporary, transitional or permanent housing or other assistance for Homeless Individuals.

"Homeless Individuals" has the meaning assigned to such term in the United States Code, Title 42, Chapter 119, Subchapter I, Section 11302, as amended from time to time.

"Land" means the 12.14 acre tract of land described on Exhibit A attached hereto and located within the boundaries of the East Downtown Zone, including all abandoned street rights of any appurtenant thereto.

"Land Price" means \$7,500,000.00, which equals one-half of the purchase price paid by the City for the Land.

"Lease Condition" means that (a) the Ground Lease has been approved and signed by the parties thereto and (b) the Stadium Lease has been approved and signed by the Sports Authority and the Team and all of the conditions and contingencies (other than the completion of construction of the Proposed Stadium) to the commencement of the Stadium Lease shall have been fully satisfied and the obligations of the parties thereto are unconditional and irrevocable.

"Loan Commitment" means the letter and term sheet dated July 13, 2009 from BBVA Compass to Dynamo Stadium, LLC with respect to a credit facility more particularly described therein.

"Party or Parties" has the meaning assigned to such term in the preamble.

"Person" means any individual, corporation, limited or general partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof or any other form of entity.

"Project Costs" means those costs of public works and improvements and other costs for which payment can be made pursuant to the TIF Act that are identified in the Project Plan.

"Project Plan" means the project plan and reinvestment zone financing plan for the East Downtown Zone in effect on the Effective Date and as it may be amended pursuant to the terms of the TIF Act to accomplish the Proposed Stadium development, as adopted by the board of directors of the East Downtown Zone and approved by the City Council.

"Proposed Stadium" means the Land and the improvements, now or hereafter constructed thereon, including a soccer/multipurpose stadium proposed to be constructed pursuant to the Ground Lease and the Stadium Lease, together with related parking, buildings, facilities and infrastructure.

"Proposed Stadium Project Budget" means the budgeted project costs to design, develop, construct, furnish and open the entire Proposed Stadium, as approved in writing by the County and the City solely for the County and the City to confirm that the Team has adequate funding to complete the Proposed Stadium pursuant to such budget, which approval may not be unreasonably withheld, conditioned or delayed.

"South Loop Zone" has the meaning assigned to such term in Article III(C).

"Stadium Lease" has the meaning assigned to such term in Article III(A).

"Tax Increment" means the amount of property taxes levied and collected by a taxing unit for a tax year on the Captured Appraised Value of real property by the taxing unit and located in the tax increment reinvestment zone.

"Tax Increment Base" means the total appraised value of all real property taxable by the taxing unit and located in the tax increment reinvestment zone in (a) as to the City, the year in which the zone was designated as such under the TIF Act or (b) as to the County, 2007.

"Team" means Dynamo Stadium, LLC, its permitted successors and assigns.

"TIF Act" means the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended.

"TIRZ Conditions" means that all Applicable Agreements (including, without limitation, the Applicable Agreements providing for (i) the County's funding of the County EDZ Land Participation and the County EDZ Stadium Participation, (ii) the City's creation of the East Downtown Zone and the South Loop Zone and (iii) the City's conveyance of an undivided one-half (1/2) interest in the Land to the County) necessary to effectuate the purposes of the items specified in Article II have been duly authorized and executed by all necessary parties thereto.

"TSU" means Texas Southern University.

"TSU Condition" means that TSU has been granted certain rights to use the Proposed Stadium and share in the revenue attributable to and generated by such use and be allocated a portion of the costs and expenses for such use, all upon terms and conditions acceptable to TSU and the Team.