



## REINVESTMENT ZONE NUMBER TWO, CITY OF MISSOURI CITY MEETING AGENDA

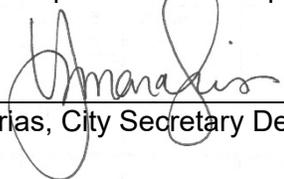
Notice is hereby given of a meeting of the Board of Directors of Reinvestment Zone Number Two, City of Missouri City to be held on **August 10, 2020, at 4:30 p.m.** by teleconference at: (415) 655-0003 (access code: 133 660 2247) due to emergency conditions, for the purpose of considering the following agenda items. All agenda items are subject to action. The Board of Directors reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

1. ROLL CALL
2. Consider approving the minutes of the meeting of June 10, 2020.
3. Public comments.
4. Consider authorizing an amendment to the participation agreement with Fort Bend County extending the County's participation in Reinvestment Zone Number Two, City of Missouri City, Texas, until 2049.
5. Consider authorizing the Second Amended as Restated Project and Financing Plan for the Zone.
6. Consider authorizing a development agreement with A-S 151 NWC Fort Bend Pkwy-Hwy 6, L.P. for project costs related to a movie theater project.
7. ADJOURN

**In compliance with the Americans with Disabilities Act, the City of Missouri City will provide for reasonable accommodations for persons attending Reinvestment Zone Number Two, City of Missouri City meetings. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Maria Jackson, City Secretary, at 281.403.8685.**

### CERTIFICATION

I certify that a copy of the August 10, 2020, agenda of items to be considered by Reinvestment Zone Number Two, City of Missouri City was posted in a place convenient to the public in compliance with Chapter 551 of the Texas Government Code on August 6, 2020, at 4:30 p.m.

  
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Yomara Frias, City Secretary Department



## REINVESTMENT ZONE NUMBER TWO, CITY OF MISSOURI CITY MEETING MINUTES

Notice is hereby given of a meeting of the Board of Directors of Reinvestment Zone Number Two, City of Missouri City to be held on **June 10, 2020**, at **4:00 p.m.** by teleconference at: (415) 655-0003 (access code: 133 483 5892) due to emergency conditions.

Chairman Hester called the meeting to order at 4:08 p.m.

### 1. **ROLL CALL**

City Attorney E. Joyce Iyamu called the roll.

Chairman Frank Hester and Directors Kingsley Idemudia, Roy Gilbert, Buford Jurica, and Thomasine Johnson were present. Directors Gloria Lucas and DeWayne Davis were absent.

Staff members Financial Services Director Allena Portis, City Attorney Iyamu, and Assistant City Attorney Joseph Quintal were also present.

### 2. **Consider approving the minutes of the meeting of April 30, 2020.**

Director Gilbert made a motion to approve the minutes. Director Idemudia made the second. The motion passed unanimously.

### 3. **Public comments.**

There were no public comments.

### 4. **Consider authorizing a development agreement with A-S 151 NWC Fort Bend Pkwy-Hwy 6, L.P. for project costs related to a movie theater project.**

This item will be discussed at a subsequent meeting.

### 5. **Consider proposed changes to the Project and Financing Plan for the Zone.**

This item will be discussed at a subsequent meeting.

### 6. **Review the Fiscal Year 2020 budget and consider the Fiscal Year 2021 proposed budget.**

City Financial Services Director Allena Portis reviewed the Fiscal Year 2020 budget with the board and presented on the Fiscal Year 2021 proposed budget.

Chairman Hester inquired about whether funding for a third party administrator was essentially reserved funding. Financial Services Director Portis confirmed.

Director Jurica made a motion to approve the Fiscal Year 2021 proposed budget and to submit such budget to the City Council. Director Johnson made the second. The motion passed unanimously.

**7. ADJOURN**

Director Gilbert made a motion to adjourn the meeting. Director Jurica made the second. The meeting was adjourned at 4:26 p.m.

DRAFT



## REINVESTMENT ZONE NUMBER THREE, CITY OF MISSOURI CITY AGENDA ITEM COVER MEMO

August 10, 2020

**To:** Board of Directors of Reinvestment Zone Number Two

**Agenda Items:** 4, 5, and 6 relating to the: Fort Bend County agreement authorizing the extension of the Zone; A-S 151 NWC Fort Bend Pkwy Hwy 6, L.P. project agreement; and amendment of the project and financing plan

**Submitted by:** E. Joyce Iyamu, City Attorney

### SYNOPSIS

This cover memo provides general background information on items 4, 5, and 6, which are all related to a request for a TIRZ development agreement by A-S 151 NWC Fort Bend Pkwy Hwy 6, L.P. for reimbursement for a project anchored by a movie theater.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Have quality development through buildout

### BACKGROUND

The City of Missouri City (the “City”) has received a request from A-S 151 NWC Fort Bend Pkwy Hwy 6, L.P. (the “Developer”) to extend the life of Reinvestment Zone Number Two, City of Missouri City, Texas, to 2049 (instead of 2029). On or about August 5, 2019, the City of Missouri City executed an agreement agreeing to reimburse, up to \$4,000,000, certain City sales tax dollars generated from the Developer’s project to the Developer (see Exhibit B of the proposed agreement). That agreement required the City to work with the TIRZ to consider reimbursing the Developer with TIRZ funds, in addition to sales tax dollars.

In this meeting, the TIRZ 2 board is being asked to consider the following:

#### **4. Authorization of Amendment to Participation Contract to Extend the Zone**

Pursuant to Section 311.007(c) of the Texas Tax Code, the governing body of the municipality that designated a reinvestment zone by ordinance may extend the term of all or a portion of the zone after notice and hearing in the manner provided for the designation of the zone. Further, a taxing unit other than the municipality or county that designated the zone is not required to participate in the zone or portion of the zone for the extended term unless the taxing unit enters into a written agreement to do so.

Fort Bend County authorized Fort Bend County’s participation agreement for the extension of the Zone on or about July 21, 2020. Fort Bend County agreed to participate at a rate up to 0.1865/\$100 valuation until 2049. The TIRZ 2 Board is a party to Fort Bend County’s participation contract. As

such, the Board is being asked to consider authorizing the amendment to Fort Bend County's participation agreement extending the County's participation in the Zone to 2049.

**5. Authorization of Restated as Amended TIRZ Project and Financing Plan**

If the Board authorizes the extension of the Zone and desires to move forward with the Developer's project, the Zone's Project and Financing Plan will need to be amended to incorporate the Developer's project. Pursuant to Ordinance No. O-99-49, the City of Missouri City adopted a project and finance plan for Reinvestment Zone Number Two, City of Missouri City ("TIRZ 2"). The project and finance plan was amended and restated by Ordinance No. O-08-47. The specific amendments provided in the proposed plan include the following:

- The potential continuation of the TIRZ until 2049;
- Public infrastructure projects related to the Developer's request, including paving, drainage, and capacity charges; and
- Certain updated and additional schedules and maps.

**6. Authorization of Contract for Reimbursement**

The proposed agreement with the Developer provides for the following:

- Approximately a 20 year term for reimbursement;
- Reimbursement of either sales taxes or the tax increment for the total project for public infrastructure costs up to \$4,000,000.00; and
- No interest on the reimbursable amount.

**FISCAL ANALYSIS**

\$4,000,000.00 in sales tax and tax increment

**SUPPORTING MATERIALS**

1. Proposed amendment to Fort Bend County participation agreement
2. Proposed second amended as restated TIRZ 2 project and finance plan
3. Proposed Development Agreement
4. Ordinance No. O-08-47 (TIRZ 2 project and finance plan)

**STAFF'S RECOMMENDATION**

**Action requested:** Consider the following (at the board's discretion):

- Authorizing the amendment to the Fort Bend County participation agreement extending the duration of the Zone;
- Authorizing the second restated as amended project and financing plan; and
- Authorizing a contract to reimburse A-S 151 NWC Fort Bend Pkwy – Hwy 6, L.P. of its Zone increment up to \$4,000,000.

**AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF MISSOURI CITY, TEXAS, FORT BEND COUNTY, FORT BEND COUNTY DRAINAGE DISTRICT, AND REINVESTMENT ZONE NUMBER TWO, CITY OF MISSOURI CITY, TEXAS FOR PARTICIPATION IN REINVESTMENT ZONE NUMBER TWO, CITY OF MISSOURI CITY, TEXAS**

This Amendment (“Amendment”) is made and entered into pursuant to Section 311.013 of the Texas Tax Code by and between the City of Missouri City (“City”), a municipal corporation of the State of Texas, acting by and through its City Council; Fort Bend County (“County”), a body corporate and politic acting by and through its Commissioners Court; Fort Bend County Drainage District (“Drainage District”), a political subdivision of the State of Texas acting by and through the County Commissioners Court; and Reinvestment Zone Number Two, City of Missouri City, Texas (“Reinvestment Zone”), a reinvestment zone created by the City of Missouri City, Texas, acting by and through its Board of Directors.

WHEREAS, the City, County, Drainage District, and Reinvestment Zone entered into an agreement set forth in Exhibit “A” (“Agreement”) on or about April 23, 2001, for the County’s participation in the Reinvestment Zone; and

WHEREAS, the County desires to continue to participate in the Reinvestment Zone to foster economic growth and productivity in Fort Bend County; and

NOW, THEREFORE, for and in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the City, the County, the Drainage District, and the Reinvestment Zone (collectively referred to as “Parties”) hereby agree as follows:

**Section 1. Purpose**

The purpose of this Amendment is to extend the County and the Drainage District’s participation in the Reinvestment Zone.

**Section 2. Amendments**

- A. Article IV, Section A of the Agreement is amended by inserting a new Subdivision 3 after Subdivision 2 and before the paragraph beginning with the sentence, “The County’s Tax Increment Participation and obligation to participate in the Reinvestment Zone shall be restricted to its tax increment collected on the Captured Appraised Value in the Reinvestment Zone in the amounts shown above” as follows:

“(3) Except as provided herein, the County’s/District’s Tax Increment Participation in years 2029 through 2049 shall be 50 percent of the amount of taxes actually collected by the County (for General Fund and Road & Bridge Fund only) and the Drainage District (Maintenance Fund only) on the County

Captured Appraised Value, unless the tax rate for any of those years exceeds the Tax Year 2019 rates. If the actual taxes collected for a category are based on a rate that is greater than Tax Year 2019 rate, the 2019 rate shall be used to calculate the County's/District's Increment Participation and County and/or District shall retain the overage amount. If the actual tax collected for any category is based on a rate that less than the Tax Year 2019 rate, then the County's/District's Tax Increment Participation for that category will be 50 percent of the amount actually collected. Below are the Tax Year 2019 Adopted Rates by Category and the 50 percent calculation of the Maximum Tax Increment Participation:

Category	Rate per \$100 valuation	50 percent
County general fund	.34350	.17175
County road and bridge fund	.01600	.008
Drainage maintenance fund	.01350	.00675

B. Article VI, Section A of the Agreement is amended as follows:

**“A. Agreement Term**

This Agreement shall become effective as of the date of the final signature hereto, and shall remain in effect until fifty (50) years later. The first payment of the County Tax Increment Participation shall be for those taxes levied by the County in the year 1999 and the last payment by the County under this Agreement is for those taxes levied by the County in the year 2049.”

**Section 3. Miscellaneous**

- A. Except as modified herein, the Agreement remains in full force and effect.
- B. If there is a conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail.





REINVESTMENT ZONE NUMBER TWO,  
CITY OF MISSOURI CITY, TEXAS

SECOND AMENDED AND RESTATED PROJECT

PLAN  
AND

REINVESTMENT ZONE FINANCING PLAN

August 10, 2020

1999 Plan Prepared by:  
Hawes Hill Calderon, LLP  
Staff of the City of Missouri City

## Executive Summary

This Second Amended and Restated Project Plan and Reinvestment Zone Financing Plan (the “Plan”) has been prepared to provide for the proposed extension of the duration of Reinvestment Zone Number Two, City of Missouri City, Texas (the “Zone”), and to address future development that may be located in the Zone. The Zone includes areas slated for future commercial development along State Highway 6 in order to assist those areas with public infrastructure costs.



The plan adopted in 1999 is contained within this amended plan. If an extension of the Zone is authorized, the Zone will terminate in 2049. The City of Missouri City currently participates at 100% of its tax rate for the full term of the Zone, and Fort Bend County participates at 50% of a portion of its tax rate until termination. The Fort Bend Independent School District does not currently participate in the Zone, but FBISD has been included in the Plan should it desire to participate in the future.

## **PROJECT PLAN**

### **OVERVIEW**

The City of Missouri City created Reinvestment Zone Number Two, City of Missouri City, Texas (Vicksburg Reinvestment Zone - the “Zone”). This document constitutes the Project Plan and Reinvestment Zone Financing Plan as required by Chapter 311, Texas Tax Code. The purpose of the Zone is to provide for the design and construction of regional water, wastewater, drainage facilities and other specific public improvement project costs in order to facilitate the development of new residential and commercial properties where such infrastructure is absent and where residential and commercial development would not occur “but for” the creation of such a zone.

Based on the City’s analysis, the Zone meets the criteria for designation as a tax increment reinvestment zone, under Chapter 311, Texas Tax Code. Use of a zone for the Zone’s projects will help to level the playing field with extraterritorial (“ETJ”) MUDs and will encourage in-fill growth within the City’s fringe areas, for the reasons listed below:

- If the City fails to provide alternative infrastructure financing, it will continue to lose growth in the tax base it would otherwise enjoy; and
- Parts of the Zone consist of predominantly vacant and open property and are void of any substantial supporting infrastructure that would support development in the area.

The property in the Zone will not reach its highest and best use because of the above prevailing conditions. The City believes that a public/private partnership is necessary because development in the Zone will not occur through private investment in the reasonably foreseeable future without the funding options afforded by the Zone.

Creation of the Zone accommodates and promotes long-term comprehensive and regional infrastructure planning that will affect a much larger area than property located within the Zone.

In addition, the Zone can assist the city to promote and affect long-term comprehensive regional urban/land planning. This master plan concept would facilitate a higher and better use of the land through planned development resulting in higher property values and higher tax revenues on an accelerated basis.

### ***ZONE AREA***

The City of Missouri City enlarged the Zone in 2004 by Ordinance No. O-04-46, in 2005 by Ordinance No. O-05-39, in 2008 by Ordinance No. O-08-47, and in 2011 by Ordinance No. O-11-10 in accordance with Chapter 311, Texas Tax Code (the “Enlargement Area”).

### *OVERVIEW OF NEW PROJECT*

With the proposed extension of the Zone until 2049, the Zone intends to provide reimbursement opportunities for the development of public infrastructure for commercial developments, such as the Fort Bend Parkway – Highway 6 Theater and Retail Center (the “FBP Project”).

### *EXISTING USES AND CONDITIONS*

The Zone includes approximately 2,412 acres. Parts of the Zone are vacant and open property and are void of any substantial supporting infrastructure that would support development in the area.

The boundaries of the Zone are shown on the attached map. The Zone encompasses the north and south sides of Highway 6, with a majority of the land being on the north side. The Zone also encompasses the Fort Bend Toll Road.

### *MAPS*

- Map 1 - Initial boundary of the Zone
- Map 2 - Initial existing uses and conditions of the property located within the Zone
- Map 3 - Initial proposed land uses within the Zone
- Map 4 - Initial proposed public improvements to the property within the Zone
- Map 1.A - 2008 boundaries of the Zone
- Map 2.A - Enlargement Area
- Map 3.A - 2008 land use of the property within the Zone
- Map 4.A - Proposed land uses within the Zone in 2008
- Map 1.B - Current 2020 boundary of the Zone
- Map 2.B - Current 2020 existing uses and conditions of the property located within the Zone
- Map 3.B - Proposed land uses within the Zone
- Map 4.B - Proposed public improvements to the FBP Project property within the Zone

I. PROPOSED CHANGES OF ZONING ORDINANCES , THE MASTER PLAN OF THE CITY, BUILDING CODES, AND OTHER MUNICIPAL ORDINANCES

All construction shall be done in conformance with existing building code regulations of the City of Missouri City. There are no proposed changes of any city ordinance, master plan, or building codes.

II. LIST OF ESTIMATED NON-PROJECT COST ITEMS

Zone non-project costs include those development items that will be funded by a Public Improvement District (PID) and the Developer for which no tax increment reimbursement is expected. These non- project development items and their associated costs are shown in Table A, A.1, A.2. The FBP Project will not receive PID funding.

Table A  
Non-Project Costs Through 2008

Non-Project Items	Estimated Cost
<b>PID COSTS</b>	
Water, Wastewater, Storm Sewer	\$18,400,000
Detention	2,600,000
Public Entryways	600,000
Landscape/Streetscape	750,000
Sub-total PID Costs	\$22,350,000
<b>Developers</b>	
Street Paving	\$7,360,000
Development Costs	920,000
Design & Contingency	1,840,000
Fees	650,000
Sub-total Developer Costs	\$10,770,000
<b>Total Non- Project Costs</b>	<b>\$33,120,000</b>

Table A.1  
Enlargement Area Non-Project Costs

Non-Project Items	Estimated Cost
<b>PID COSTS</b>	
Water, Wastewater, Storm Sewer Detention	\$6,080,000
Engineering and Contingency	1,216,000
Capacity Charges	1,920,000
Sub-total PID Costs	\$9,216,000
<b>Developers</b>	
Street Paving	\$5,120,000
Landscaping	600,000
Design & Contingency	1,144,000
Sub-total Developer Costs	\$6,864,000
<b>Total Non- Project Costs</b>	<b>\$16,080,000</b>

Table A.2  
FBP Project Non-Project Costs

Non-Project Items	Estimated Cost
<b>PID COSTS</b>	
N/A	
Sub-total PID Costs	\$0
<b>Developer</b>	
Civil Design Fees, Geotechnical, Materials Testing, and Engineering	\$767,637
Legal	65,000
Consulting	75,000
Financial Advising	10,000
Easements and Right of Way Dedication	400,000
Sub-total Developer Costs	\$1,317,617
<b>Total Non- Project Costs</b>	<b>\$1,317,617</b>

III. STATEMENT OF METHOD OF RELOCATING PERSONS TO BE DISPLACED  
AS A RESULT OF IMPLEMENTING THE PLAN

The subject property is vacant and there will be no displacement of residents.

DRAFT

**REINVESTMENT ZONE FINANCING PLAN**

- I. A DETAILED LIST DESCRIBING THE ESTIMATED PROJECT COSTS OF THE ZONE, INCLUDING ADMINISTRATIVE EXPENSES AND A STATEMENT LISTING THE KIND, NUMBER, AND LOCATION OF ALL PROPOSED PUBLIC WORKS OR PUBLIC IMPROVEMENTS IN THE ZONE

Table B lists the initial estimated project costs for the Zone. It is anticipated that the Developers will advance funds for the public improvements and will be reimbursed as provided in separate agreements and other documentation between the Developers, the City, the Development Authority and the Zone.

It is anticipated that the total project costs will include financing costs associated with the projects. Line item amounts may be adjusted with approval of the Zone Board of Directors, as long as total project costs do not exceed the Financing Plan Budget.

It was initially anticipated that the Fort Bend Independent School District (the "District") would expend approximately \$106 million for education related project costs.

**TABLE B**  
**Initial Estimated Zone Project Costs**

Non – Education Project Items	Estimated Costs
<b>Public Works To Support Business Development</b>	
Water Sewage and Drainage	
Paving and Sidewalks	\$9,585, 000
Street Lighting	6,390,000
Landscape/Streetscape	250,000
Related Improvements	1,200,000
Engineering Design & Contingency	1,742,000
	2,400,000
Sub-total	\$21,567,000
<b>Trammel- Fresno (Hillcroft to City Limits)</b>	
Water Sewer and Drainage	\$1,159,000
Paving and Sidewalks	1,357,000
Street Lighting	32,000
Landscape/ Streetscape	139,000
Related Improvements	63,000
Engineering Design & Contingency	687,000
Sub-total	\$3,437,000
<b>Hillcroft Extension (To Lake Olympia Parkway)</b>	
Water Sewer and Drainage	\$623,000
Paving and Sidewalks	810,000
Street Lighting	17,000

Landscape/Streetscape	74,000
Related Improvements	62,000
Engineering Design & Contingency	476,000
Sub-Total	\$2,062,000
<b>Lake Olympia Parkway Extension (Village Brook to Proposed Tollway)</b>	
Water Sewer and Drainage	\$775,000
Paving and Sidewalks	1,008,000
Street Lighting	22,000
Landscape/Streetscape	93,000
Related Improvements	67,000
Engineering Design & Contingency	732,000
Sub-Total	\$2,697,000
<b>Business Park Road (Hillcroft to Proposed FT. Bend Tollway)</b>	
Water Sewer and Drainage	\$643,000
Paving and Sidewalks	731,000
Street Lighting	18,000
Landscape/Streetscape	77,000
Related Improvements	46,000
Engineering Design & Contingency	379,000
Sub-Total	\$1,894,000
<b>Connector to Highway 6</b>	
Water Sewer and Drainage	\$367,000
Paving and Sidewalks	452,000
Street Lighting	10,000
Landscape/Streetscape	41,000
Related Improvements	48,000
Engineering Design & Contingency	382,000
Sub-Total	\$1,300,000
<b>Other Project Costs</b>	
Financing Costs	\$37,901,000
Creation and Administration Costs for the Life of the Zone	162,000
Sub-Total	\$38,063,000
<b>Total</b>	<b>\$70,858,000</b>

<u>Education Project Items</u>	<u>Estimated Costs</u>
Costs associated with the construction, reconstruction, repair or renovation of educational facilities	\$106,009, 865
<b>TOTAL</b>	<b>\$106,009, 865</b>



I.B A DETAILED LIST DESCRIBING THE ESTIMATED PROJECT COSTS OF THE ZONE, INCLUDING ADMINISTRATIVE EXPENSES AND A STATEMENT LISTING THE KIND, NUMBER, AND LOCATION OF ALL PROPOSED PUBLIC WORKS OR PUBLIC IMPROVEMENTS FOR THE FBP PROJECT

Table B.2 lists the estimated project costs for the FBP Project. It is anticipated that Developers will advance funds for the public improvements and will be reimbursed as provided in separate agreements between the developers, the City, the Development Authority and the Zone.

Line item amounts may be adjusted with approval of the Zone Board of Directors, as long as total project costs do not exceed the Financing Plan Budget for the FBP Project.

It is anticipated that the District will not expend any funds for education related project costs.

TABLE B.2  
Estimated Zone Project Costs for the Fort Bend Parkway – Highway 6 Theater and Retail Center Project (“FBP Project”)

Non- Education Project Items	Estimated Cost
Public Works To Support Business Development	
Public Water, Fire Loop for Public Infrastructure, Sanitary Sewer, And Drainage Related Items	\$2,650,547
Thoroughfare Paving and Access Drives to Public Facilities	420,000
Engineering Design, Materials Inspection, & Construction Services	767,637
Capacity Charges	800,000
Sub-Total	\$4,638,184 <sup>1</sup>

II. THE INITIAL ESTIMATED AMOUNT OF BONDED INDEBTEDNESS TO BE INCURRED

The initial estimated amount of bonded indebtedness to be incurred by the Zone, including both principal and interest, was approximately \$70.9 million.

<sup>1</sup> The estimated public construction costs for the FBP Project exceed the maximum amount authorized by the City for reimbursement. Notwithstanding the actual amount of the cost for public construction, the maximum amount that may be provided by the City and the Zone shall be the amount set forth in a separate agreement between the developer, the City, the Development Authority, and the Zone.

Reinvestment Zone Number Two Project Plan and Reinvestment Zone Financing Plan  
Hawes Hill & Associates, ILP  
August 9, 1999  
Amended May 16, 2006; August 18, 2008; and August 10, 2020

II.A. THE ESTIMATED AMOUNT OF BONDED INDEBTEDNESS TO BE INCURRED FOR THE ENLARGEMENT AREA

The estimated amount of bonded indebtedness to be incurred by the Zone for the Enlargement Area, including both principal and interest, was approximately \$12.2 million.

II.B THE ESTIMATED AMOUNT OF BONDED INDEBTEDNESS TO BE INCURRED FOR THE FBP PROJECT

The estimated amount of bonded indebtedness to be incurred by the Zone for the FBP Project, including both principal, and, if applicable, interest, is approximately \$0. The Zone and the City intend to reimburse the developer utilizing a combination of sales tax revenue and the Zone's net tax increment (the annual collections of the tax increment attributable to the Project, less any amount from an existing tenant or anticipated to be required for the administration and operation of the Zone, including a reasonable operating reserve) attributable to the Project as funds become available.

III. THE TIME WHEN RELATED COSTS OR MONETARY OBLIGATIONS ARE TO BE INCURRED

The time when related costs or monetary obligations are to be incurred is a function of the availability of Zone revenues. Schedule B shows the time when Zone funds are expected to be available to pay project costs for initial Zone projects. Schedule B.1 shows the time when Zone funds are expected to be available to pay project costs for the Enlargement Area. Schedule B.2 shows the time when Zone funds are expected to be available to pay project costs for the FBP Project.

IV. A DESCRIPTION OF THE METHODS OF FINANCING ALL ESTIMATED PROJECT COSTS AND THE EXPECTED SOURCES OF REVENUE TO FINANCE OR PAY PROJECT COSTS, INCLUDING THE PERCENTAGE OF TAX INCREMENT TO BE DERIVED FROM THE PROPERTY TAXES OF EACH TAXING UNIT THAT LEVIES TAXES ON REAL PROPERTY IN THE ZONE

A. Description of the Methods of Financing

In accordance with 311.015 of the Tax Increment Financing Act (the "Act") , the City may issue tax increment bonds or notes, the proceeds of which may be used to pay project costs on behalf of the Zone. Upon creation of a Development Authority for the Zone, the Authority may be authorized to incur debt and issue debt or obligations to satisfy developer reimbursements for eligible project costs outlined in this Plan. When appropriate, Developers will advance project-related costs and may be reimbursed through the issuance of tax increment bonds or from increment revenues of the Zone.

No bonds will be issued until adequate tax increment has been created in the Zone to support bond debt service. Tax increment revenue will be applied to pay or reimburse all debt service on the Zone's bonds. This approach protects the City and other taxing jurisdictions from development financing risks.

**B. Initial Expected Sources of Revenue to Finance or Pay Project Costs**

It is projected that the initial development projects identified in this Plan will increase taxable property values in the Zone by approximately \$700,000,000. Schedule A lists the expected sources of appraised value to finance or pay initial project costs in the Zone.

Table C  
Percentage of Increment Dedicated to the Zone

TAXING UNIT PARTICIPATION	CURRENT TAX RATE	% OF
Missouri City	\$0.55238/\$100 valuation	100%
Fort Bend County	\$0.62410/ \$100 valuation	100%
Fort Bend I.S.D.	\$1.32700/\$100 valuation	100% of M&O Rate

**C. Expected Sources of Revenue to Finance or Pay Projecty Costs For the Enlargement Area**

It is projected that development projects identified in this Plan located within the Enlargement Area will increase taxable property values in the Zone by approximately \$142,000,000. Schedule A.1 lists the expected sources of appraised value to finance or pay project costs in the Enlargement Area.

Table C.1  
Percentage of Increment Dedicated to the Enlargement Area

TAXING UNIT	CURRENT TAX RATE	% OF PARTICIPATION
Missouri City	\$0.49800/\$100 valuation	100 %
Fort Bend County	\$0.51674/\$100 valuation	100% for 7 years/50% for 15 years
Fort Bend I.S.D.	\$1.50000/\$100 valuation	100% of M&O Rate

**D. Expected Sources of Revenue to Finance or Pay Projecty Costs For the FBP Project**

It is projected that the FBP Project will increase taxable property values in the Zone by approximately \$54,385,745 by 2030. Schedule A.2 lists the expected sources of appraised value to finance or pay project costs for the FBP Project.

Table C.2  
Percentage of Increment Dedicated to the FBP Project

TAXING UNIT	CURRENT TAX RATE	% OF PARTICIPATION
Missouri City	\$0.63000/\$100 valuation	100%
Fort Bend County	\$0.18650/ \$100 valuation	50%

Tax Increment Fund

The City will create and establish a Tax Increment Fund for the Zone, which may be divided into sub-accounts as authorized by subsequent ordinances. A separate sub-account may be created for the property of each Developer. All tax increments, as described by applicable contracts, from a Developer's property will be deposited in the related sub-account of the Tax Increment Fund. The Tax Increment Fund and each account shall be maintained at the depository bank of the City of Missouri City and shall be secured in the manner prescribed by law for the funds of Texas cities. The annual tax increment shall equal the property taxes levied by the City or any other taxing unit participating in the Zone for that year on the captured appraised value, as defined by Chapter 311, Texas Tax Code, of real property located in the Zone that is taxable by the City or any other taxing unit participating in the Zone, less any amounts that are to be allocated from the tax increment pursuant to Chapter 311, Texas Tax Code, or applicable agreements.

All revenues from the sale of any tax increment bonds, notes, or other obligations hereafter issued by the City for the benefit of the Zone, if any; revenues from the sale of property acquired as part of the project plan and reinvestment zone financing plan, if any; and other revenues to be used in the Zone shall be deposited into the Tax Increment Fund. Tax Increment revenues derived from a Developer's property and proceeds of bonds issued to reimburse a Developer will be deposited to the related account in the Tax Increment Fund. Prior to termination of the Zone, money shall be disbursed from each account within the Tax Increment Fund in accordance with Chapter 311, Texas Tax Code.

V. THE TOTAL APPRAISED VALUE OF TAXABLE REAL PROPERTY IN THE ZONE

A. Total Appraised Value of Initial Taxable Real Property

The total appraised value of taxable real property in the Zone at the Zone's inception was \$2,474,190.

B. Total Appraised Value of Taxable Real Property in the Enlargement Area

The total appraised value of taxable real property in the Enlargement Area was \$3,875,220 when such land was added to the Zone.

C. Total Appraised Value of Taxable Real Property for the FBP Project

The current total appraised value of taxable real property for the FBP Project is \$5,086,670.

VI. THE ESTIMATED CAPTURED APPRAISED VALUE OF THE ZONE DURING EACH YEAR OF ITS EXISTENCE

Schedules A and B show the estimated initial annual captured appraised value of the Zone and the expected revenue during each year of its existence. Schedules A.1 and B.1 show the estimated annual captured appraised value of the Enlargement Area and the expected revenue during each year of its existence. Schedules A.2 and B.2 show the estimated annual captured appraised value of the FBP Project in the Zone and the expected revenue during each year of its existence.

VII. DURATION OF THE ZONE

The Zone took effect upon creation by City Council on August 2, 1999, and termination of the operation of the Zone shall occur on December 31, 2029, or, if extended, 2049. The Zone may terminate at an earlier time designated by subsequent ordinance, or at such time, subsequent to the issuance of proposed revenue bonds, notes, or other obligations, if any, that all project costs, bonds, and interest on bonds have been paid in full.

SCHEDULES

Initial Plan Schedules

SCHEDULE A	BUILDOUT AND ASSESSED VALUATION
SCHEDULE B	REVENUE SCHEDULE
SCHEDULE C	FBISD PRESENT VALUE OF SCHOOL TIRZ CASH FLOW

Schedule for Enlargement Area

Schedule A.1	BUILDOUT SCHEDULE
Schedule B.1	ASSESSED VALUATIONS
Schedule C.1	REVENUE SCHEDULE

Schedule for FBP Project

Schedule A.2 and B.2	BUILDOUT AND ASSESSED VALUATION
Schedule C.2	REVENUE SCHEDULE

**Schedule A  
Proposed Reinvestment Zone Number Two Assessed Valuations**

Tax Roll Jan 1	Residential Incremental Assessed Valuation	City/County/ FBISD Cumulative Incremental Assessed Valuation	County 20% Homestead Exemption	FBISD \$15,000 Homestead Exemption	No. of Homes Added	Cumulative Number of Homes	Senior/Disabled Citizens Exemption			Projected Commercial Valuation for Taxing Units	Projected Taxable Valuation for City Tax	Projected Taxable Valuation for County Tax	Projected Taxable Valuation for FBISD Tax
							Number of Eligible Homes (1)	City Exemption Amount (2)	County Exemption Amount (3)				
2000													
2001	21,025,000	21,025,000	(4,205,000)	(2,175,000)	145	145	7	(108,750)	(725,000)		\$ 20,916,250	\$ 16,095,000	\$ 18,850,000
2002	36,250,000	57,275,000	(11,455,000)	(5,925,000)	250	395	20	(296,250)	(1,975,000)		\$ 56,978,750	\$ 43,845,000	\$ 51,350,000
2003	36,250,000	93,525,000	(18,705,000)	(9,875,000)	250	645	32	(483,750)	(3,225,000)	17,750,000	\$ 110,791,250	\$ 71,595,000	\$ 101,600,000
2004	36,250,000	129,775,000	(25,955,000)	(13,426,000)	250	895	45	(871,250)	(4,476,000)	35,500,000	\$ 184,803,750	\$ 99,345,000	\$ 151,850,000
2005	36,250,000	166,025,000	(33,205,000)	(17,175,000)	250	1,145	57	(858,750)	(5,725,000)	53,250,000	\$ 218,418,250	\$ 127,095,000	\$ 202,100,000
2006	36,250,000	202,275,000	(40,455,000)	(20,925,000)	250	1,395	70	(1,046,250)	(6,976,000)	71,000,000	\$ 272,228,750	\$ 154,845,000	\$ 252,350,000
2007	36,250,000	238,525,000	(47,705,000)	(24,675,000)	250	1,645	82	(1,233,750)	(8,225,000)	88,750,000	\$ 326,041,250	\$ 182,595,000	\$ 302,600,000
2008	36,250,000	274,775,000	(54,955,000)	(28,425,000)	250	1,895	95	(1,421,250)	(9,476,000)	106,500,000	\$ 379,853,750	\$ 210,345,000	\$ 352,850,000
2009	36,250,000	311,025,000	(62,205,000)	(32,175,000)	250	2,145	107	(1,808,750)	(10,725,000)	124,250,000	\$ 433,668,250	\$ 238,095,000	\$ 403,100,000
2010	36,250,000	347,275,000	(69,455,000)	(35,925,000)	250	2,395	120	(1,796,250)	(11,975,000)	142,000,000	\$ 487,478,750	\$ 285,845,000	\$ 453,350,000
2011	34,510,000	381,785,000	(76,357,000)	(39,495,000)	238	2,633	132	(1,974,750)	(13,165,000)	159,750,000	\$ 539,560,250	\$ 292,263,000	\$ 502,040,000
2012								(1,974,750)	(13,165,000)	177,500,000	\$ 557,310,250	\$ 310,013,000	\$ 519,790,000
2013								(1,974,750)	(13,165,000)	195,250,000	\$ 575,090,250	\$ 327,763,000	\$ 537,540,000
2014								(1,974,750)	(13,165,000)	213,000,000	\$ 592,810,250	\$ 345,513,000	\$ 555,290,000
2015								(1,974,750)	(13,165,000)	230,750,000	\$ 610,560,250	\$ 363,263,000	\$ 573,040,000
2016								(1,974,750)	(13,165,000)	248,500,000	\$ 628,310,250	\$ 381,013,000	\$ 590,790,000
2017								(1,974,750)	(13,165,000)	266,250,000	\$ 646,060,250	\$ 398,763,000	\$ 608,540,000
2018								(1,974,750)	(13,165,000)	284,000,000	\$ 663,810,250	\$ 416,513,000	\$ 626,290,000
2019								(1,974,750)	(13,165,000)	301,750,000	\$ 681,560,250	\$ 434,263,000	\$ 644,040,000
2020								(1,974,750)	(13,165,000)	319,500,000	\$ 699,310,250	\$ 452,013,000	\$ 661,790,000
	381,785,000				2,633								

**Schedule B**  
**Proposed Reinvestment Zone Number Two Revenue Schedule**

Tax Year	Coll. Year	Non-Ed. City Tax Rate	Non-Ed. County Tax Rate	Non-Ed. FBISD Tax Rate	Education FBISD Tax Rate	Non-Ed. City Zone	Non-Ed. County Zone	Non-Ed. FBISD Zone	Education FBISD Zone	Total Non-Ed. Rev. Available	Cumulative Rev. Available for Non-Ed Projects
2001	2002	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 115,637	\$ 100,449	\$ 108,067	\$ 142,072	\$ 324,053	\$ 324,053
2002	2003	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 314,739	\$ 273,637	\$ 294,390	\$ 387,026	\$ 882,785	\$ 1,206,819
2003	2004	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 611,989	\$ 446,624	\$ 582,473	\$ 785,759	\$ 1,641,286	\$ 2,848,104
2004	2005	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 909,238	\$ 620,012	\$ 870,556	\$ 1,144,493	\$ 2,399,806	\$ 5,247,911
2005	2006	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 1,206,468	\$ 793,200	\$ 1,158,839	\$ 1,523,228	\$ 3,158,327	\$ 8,406,238
2006	2007	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 1,503,737	\$ 966,368	\$ 1,446,723	\$ 1,901,962	\$ 3,916,847	\$ 12,323,085
2007	2008	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 1,800,987	\$ 1,139,575	\$ 1,734,806	\$ 2,280,698	\$ 4,675,368	\$ 16,998,453
2008	2009	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 2,098,236	\$ 1,312,783	\$ 2,022,889	\$ 2,659,430	\$ 5,433,886	\$ 22,432,341
2009	2010	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 2,395,486	\$ 1,485,951	\$ 2,310,972	\$ 3,038,165	\$ 6,192,409	\$ 28,624,750
2010	2011	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 2,692,735	\$ 1,659,139	\$ 2,599,056	\$ 3,416,899	\$ 6,950,929	\$ 35,575,679
2011	2012	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 2,990,423	\$ 1,824,013	\$ 2,676,195	\$ 3,783,875	\$ 7,662,632	\$ 43,258,311
2012	2013	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 3,078,470	\$ 1,934,791	\$ 2,979,956	\$ 3,917,857	\$ 7,993,218	\$ 51,251,529
2013	2014	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 3,176,618	\$ 2,046,589	\$ 3,081,717	\$ 4,061,439	\$ 8,303,804	\$ 59,555,332
2014	2015	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 3,274,665	\$ 2,156,347	\$ 3,183,478	\$ 4,165,221	\$ 8,614,389	\$ 68,169,722
2015	2016	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 3,372,613	\$ 2,267,124	\$ 3,285,238	\$ 4,319,002	\$ 8,924,975	\$ 77,094,697
2016	2017	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 3,470,660	\$ 2,377,902	\$ 3,386,999	\$ 4,462,784	\$ 9,236,561	\$ 86,330,258
2017	2018	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 3,568,708	\$ 2,488,680	\$ 3,488,760	\$ 4,586,566	\$ 9,546,147	\$ 95,876,406
2018	2019	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 3,666,755	\$ 2,599,468	\$ 3,590,521	\$ 4,720,348	\$ 9,856,733	\$ 105,733,139
2019	2020	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 3,764,803	\$ 2,710,235	\$ 3,692,281	\$ 4,854,129	\$ 10,167,319	\$ 115,900,458
2020	2021	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 3,862,850	\$ 2,821,013	\$ 3,794,042	\$ 4,987,911	\$ 10,477,905	\$ 126,378,363
2021	2022	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 3,862,850	\$ 2,821,013	\$ 3,794,042	\$ 4,987,911	\$ 10,477,905	\$ 136,856,266
2022	2023	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 3,862,850	\$ 2,821,013	\$ 3,794,042	\$ 4,987,911	\$ 10,477,905	\$ 147,334,174
2023	2024	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 3,862,850	\$ 2,821,013	\$ 3,794,042	\$ 4,987,911	\$ 10,477,905	\$ 157,812,079
2024	2025	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 3,862,850	\$ 2,821,013	\$ 3,794,042	\$ 4,987,911	\$ 10,477,905	\$ 168,289,984
2025	2026	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 3,862,850	\$ 2,821,013	\$ 3,794,042	\$ 4,987,911	\$ 10,477,905	\$ 178,767,889
2026	2027	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 3,862,850	\$ 2,821,013	\$ 3,794,042	\$ 4,987,911	\$ 10,477,905	\$ 189,245,794
2027	2028	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 3,862,850	\$ 2,821,013	\$ 3,794,042	\$ 4,987,911	\$ 10,477,905	\$ 199,723,699
2028	2029	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 3,862,850	\$ 2,821,013	\$ 3,794,042	\$ 4,987,911	\$ 10,477,905	\$ 210,201,605
2029	2030	\$ 0.55238	\$ 0.62410	\$ 0.57330	\$ 0.75370	\$ 3,862,850	\$ 2,821,013	\$ 3,794,042	\$ 4,987,911	\$ 10,477,905	\$ 220,679,510
						\$ 82,631,186	\$ 57,412,188	\$ 80,636,136	\$ 106,009,866	\$ 220,679,510	

1. Non-Ed. Refers to the revenue available to fund non-education project costs

**SCHEDULE C**

**FORT BEND I.S.D.—Present Value of School/TIRZ Cash Flow—Zone Two**

Date	Local Maintenance \$1,3270	Present Value On 03.01.02	Non-Education Project Cost \$0.5733	Present Value On 03.01.02	Education Project Cost \$0.7537	Present Value On 03.01.02	Debt Service Tax Rate \$0.2500	Present Value On 03.01.02	Present Value Factor @ 6.2500%
03.01.02	250,139.50	250,139.50	108,087.05	108,087.05	142,072.45	142,072.45	47,125.00	47,125.00	1.0000000
03.01.03	681,414.50	641,331.29	294,389.55	277,072.52	387,024.95	364,258.76	128,375.00	120,823.53	0.9411786
03.01.04	1,348,232.00	1,194,281.83	582,472.80	515,862.07	785,759.20	678,319.57	254,000.00	224,898.54	0.8858131
03.01.05	2,015,049.50	1,679,959.85	870,556.05	725,786.23	1,144,483.45	954,171.62	379,825.00	316,485.83	0.8337066
03.01.06	2,661,867.00	2,104,366.99	1,158,639.30	909,143.63	1,523,227.70	1,196,223.38	505,250.00	398,451.98	0.7848649
03.01.07	3,348,684.50	2,473,030.87	1,446,722.56	1,068,416.43	1,901,961.95	1,404,814.45	630,875.00	485,906.34	0.7385082
03.01.08	4,015,902.00	2,791,040.99	1,734,805.80	1,205,805.42	2,280,696.20	1,586,236.56	758,500.00	525,817.82	0.6900685
03.01.09	4,662,318.50	3,083,080.94	2,022,869.05	1,323,334.07	2,659,430.45	1,738,748.88	862,125.00	577,088.75	0.6541803
03.01.10	5,349,137.00	3,293,458.82	2,310,972.30	1,422,863.47	3,038,164.70	1,870,585.15	1,007,750.00	620,470.73	0.6158991
03.01.11	6,015,954.55	3,486,134.17	2,599,035.55	1,508,104.53	3,416,899.00	1,990,029.85	1,133,375.00	658,789.81	0.5794816
03.01.12	6,662,070.32	3,633,456.33	2,876,185.32	1,569,751.39	3,783,675.00	2,063,703.94	1,256,100.00	684,524.41	0.5453643
03.01.13	6,887,813.07	3,540,628.85	2,979,958.07	1,529,948.12	3,917,857.00	2,010,981.54	1,299,475.00	687,036.51	0.5133123
03.01.14	7,133,156.82	3,446,152.14	3,061,718.82	1,488,831.21	4,051,438.00	1,957,320.83	1,343,850.00	640,237.40	0.4831175
03.01.15	7,388,698.57	3,350,538.31	3,183,477.57	1,447,523.39	4,185,221.00	1,903,014.82	1,388,225.00	631,224.22	0.4548884
03.01.16	7,604,240.32	3,254,248.34	3,285,236.32	1,405,823.85	4,318,002.00	1,848,324.88	1,432,800.00	613,083.75	0.4279618
03.01.17	7,839,783.07	3,157,893.44	3,388,989.07	1,364,209.27	4,452,784.00	1,793,484.17	1,478,875.00	594,883.28	0.4027782
03.01.18	8,075,325.82	3,061,237.57	3,488,799.82	1,322,537.87	4,588,568.00	1,738,889.89	1,521,380.00	578,721.47	0.3790653
03.01.19	8,310,868.57	2,965,203.17	3,590,520.57	1,281,048.17	4,720,348.00	1,684,165.00	1,565,725.00	558,629.06	0.3567862
03.01.20	8,546,410.32	2,869,674.09	3,682,281.32	1,239,863.53	4,854,129.00	1,630,010.86	1,610,100.00	540,889.90	0.3367986
03.01.21	8,781,953.07	2,775,500.28	3,794,042.07	1,199,091.45	4,987,911.00	1,578,408.83	1,654,475.00	498,217.55	0.3180459
03.01.22	8,781,953.07	2,612,235.56	3,794,042.07	1,128,568.86	4,987,911.00	1,483,878.90	1,654,475.00	441,327.88	0.2974650
03.01.23	8,781,953.07	2,458,574.85	3,794,042.07	1,062,170.87	4,987,911.00	1,398,403.67	1,654,475.00	390,933.84	0.2796576
03.01.24	8,781,953.07	2,313,952.81	3,794,042.07	999,890.33	4,987,911.00	1,314,282.28	1,654,475.00	348,294.34	0.2634885
03.01.25	8,781,953.07	2,177,837.75	3,794,042.07	940,895.01	4,987,911.00	1,238,982.73	1,654,475.00	308,752.08	0.2479801
03.01.26	8,781,953.07	2,049,729.85	3,794,042.07	885,538.84	4,987,911.00	1,164,190.81	1,654,475.00	271,726.02	0.2334025
03.01.27	8,781,953.07	1,928,157.31	3,794,042.07	833,448.32	4,987,911.00	1,085,709.00	1,654,475.00	240,897.80	0.2198729
03.01.28	8,781,953.07	1,815,877.47	3,794,042.07	784,421.85	4,987,911.00	1,031,255.83	1,654,475.00	213,213.10	0.2087510
03.01.29	8,781,953.07	1,708,872.92	3,794,042.07	738,279.48	4,987,911.00	978,593.44	1,654,475.00	188,888.97	0.1945882
03.01.30	8,781,953.07	1,608,380.99	3,794,042.07	694,851.27	4,987,911.00	913,499.71	1,654,475.00	167,300.84	0.1831427
	186,645,886.83	71,705,746.09	80,836,135.69	30,978,838.09	108,009,861.05	40,728,917.99	35,183,180.00	12,633,276.03	

**SCHEDULE A.1  
REINVESTMENT ZONE NUMBER TWO  
Buildout Schedule**

Project Description	2001		2002		2003		2004		2005		2006		2007		2008		2009		2010		2011		2012	
	Home Construction	Captured Value (K)																						
Residential																								
NEW HOMES											92	\$13,800	92	\$13,800	92	\$13,800	92	\$13,800	92	\$13,800	92	\$13,800	88	\$13,200
<b>RESIDENTIAL SUBTOTAL</b>	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	92	\$13,800	92	\$13,800	92	\$13,800	92	\$13,800	92	\$13,800	92	\$13,800	88	\$13,200
Commercial																								
NEW DEVELOPMENT												\$6,593		\$6,593		\$6,593		\$6,593		\$6,593		\$6,593		\$6,593
<b>COMMERCIAL SUBTOTAL</b>		\$0		\$0		\$0		\$0		\$0		\$6,593		\$6,593		\$6,593		\$6,593		\$6,593		\$6,593		\$6,593
<b>Total Home Sales</b>	0		0		0		0		0		92		92		92		92		92		92		88	
<b>Total Captured Value</b>		\$0		\$0		\$0		\$0		\$0		\$20,393		\$20,393		\$20,393		\$20,393		\$20,393		\$20,393		\$19,793
																								\$96,000
																								\$48,160
																								640
																								\$142,160

**Note:**

1. Captured value is presented in thousands of dollars.
2. Home construction in calendar year results in captured appraised value in the following tax year.

## Reinvestment Zone Number Two Assessed Valuations

Tax Roll Jan 1	Residential Incremental Assessed Valuation	Cumulative Assessed Valuation	County 20% Homestead Exemption	FBISD \$15,000 Homestead Exemption	No. of Homes Added	Cumulative Number of Homes	Senior/Disabled Citizens Exemption			Projected Commercial Valuation for Taxing Units	Projected Taxable Valuation for City Tax	Projected Taxable Valuation for County Tax	Projected Taxable Valuation for FBISD Tax
							Number of Eligible Homes (1)	City Exemption Amount (2)	County Exemption Amount (3)				
2002	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	
2003	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	
2004	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	
2005	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	
2006	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	
2007	13,800,000	13,800,000	(2,760,000)	(1,380,000)	92	92	5	(89,000)	(460,000)	6,592,857	\$ 20,323,857	\$ 17,172,857	\$ 19,012,857
2008	13,800,000	27,600,000	(5,520,000)	(2,760,000)	92	184	9	(138,000)	(920,000)	13,185,714	\$ 40,647,714	\$ 34,345,714	\$ 38,025,714
2009	13,800,000	41,400,000	(8,280,000)	(4,140,000)	92	276	14	(207,000)	(1,380,000)	19,778,571	\$ 60,971,571	\$ 51,618,571	\$ 57,038,571
2010	13,800,000	55,200,000	(11,040,000)	(5,520,000)	92	368	18	(276,000)	(1,840,000)	26,371,429	\$ 81,295,429	\$ 68,891,429	\$ 76,051,429
2011	13,800,000	69,000,000	(13,800,000)	(6,900,000)	92	460	23	(345,000)	(2,300,000)	32,984,286	\$ 101,619,286	\$ 86,864,286	\$ 95,084,286
2012	13,800,000	82,800,000	(16,560,000)	(8,280,000)	92	552	28	(414,000)	(2,760,000)	39,557,143	\$ 121,943,143	\$ 103,037,143	\$ 114,077,143
2013	13,200,000	96,000,000	(19,200,000)	(9,600,000)	88	640	32	(480,000)	(3,200,000)	46,150,000	\$ 141,670,000	\$ 119,750,000	\$ 132,650,000
					96,000,000		640						

**Schedule C.1**  
**Reinvestment Zone Number Two Revenue Schedule**

Tax Year	Coll. Year	Non-Ed. City Tax Rate	Non-Ed. County Tax Rate	Non-Ed. FBISD Tax Rate	Education FBISD Tax Rate	Non-Ed. City Zone	Non-Ed. County Zone	Non-Ed. FBISD Zone	Education FBISD Zone	Total Non-Ed. Rev. Available	Cumulative Rev. Available for Non-Ed. Projects
2002	2003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2003	2004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2004	2005	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2005	2006	\$ 0.49800	\$ 0.51674	\$ 0.64800	\$ 0.85200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2006	2007	\$ 0.49800	\$ 0.51674	\$ 0.64800	\$ 0.85200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2007	2008	\$ 0.49800	\$ 0.51674	\$ 0.64800	\$ 0.85200	\$ 101,213	\$ 88,739	\$ 123,203	\$ 161,990	\$ 313,155	\$ 313,155
2008	2009	\$ 0.49800	\$ 0.51674	\$ 0.64800	\$ 0.85200	\$ 202,426	\$ 177,478	\$ 246,407	\$ 323,979	\$ 626,310	\$ 939,465
2009	2010	\$ 0.49800	\$ 0.51674	\$ 0.64800	\$ 0.85200	\$ 303,638	\$ 266,217	\$ 369,610	\$ 485,969	\$ 939,465	\$ 1,878,931
2010	2011	\$ 0.49800	\$ 0.51674	\$ 0.64800	\$ 0.85200	\$ 404,851	\$ 354,956	\$ 492,813	\$ 647,958	\$ 1,252,621	\$ 3,131,551
2011	2012	\$ 0.49800	\$ 0.51674	\$ 0.64800	\$ 0.85200	\$ 506,064	\$ 443,695	\$ 616,017	\$ 809,948	\$ 1,565,776	\$ 4,697,327
2012	2013	\$ 0.49800	\$ 0.51674	\$ 0.64800	\$ 0.85200	\$ 607,277	\$ 532,434	\$ 739,220	\$ 971,937	\$ 1,878,931	\$ 6,576,258
2013	2014	\$ 0.49800	\$ 0.51674	\$ 0.64800	\$ 0.85200	\$ 705,517	\$ 618,796	\$ 858,924	\$ 1,129,326	\$ 2,183,237	\$ 8,759,495
2014	2015	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	\$ 705,517	\$ 309,398	\$ 858,924	\$ 1,129,326	\$ 1,873,839	\$ 10,633,333
2015	2016	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	\$ 705,517	\$ 309,398	\$ 858,924	\$ 1,129,326	\$ 1,873,839	\$ 12,507,172
2016	2017	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	\$ 705,517	\$ 309,398	\$ 858,924	\$ 1,129,326	\$ 1,873,839	\$ 14,381,011
2017	2018	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	\$ 705,517	\$ 309,398	\$ 858,924	\$ 1,129,326	\$ 1,873,839	\$ 16,254,849
2018	2019	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	\$ 705,517	\$ 309,398	\$ 858,924	\$ 1,129,326	\$ 1,873,839	\$ 18,128,688
2019	2020	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	\$ 705,517	\$ 309,398	\$ 858,924	\$ 1,129,326	\$ 1,873,839	\$ 20,002,527
2020	2021	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	\$ 705,517	\$ 309,398	\$ 858,924	\$ 1,129,326	\$ 1,873,839	\$ 21,876,366
2021	2022	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	\$ 705,517	\$ 309,398	\$ 858,924	\$ 1,129,326	\$ 1,873,839	\$ 23,750,204
2022	2023	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	\$ 705,517	\$ 309,398	\$ 858,924	\$ 1,129,326	\$ 1,873,839	\$ 25,624,043
2023	2024	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	\$ 705,517	\$ 309,398	\$ 858,924	\$ 1,129,326	\$ 1,873,839	\$ 27,497,882
2024	2025	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	\$ 705,517	\$ 309,398	\$ 858,924	\$ 1,129,326	\$ 1,873,839	\$ 29,371,720
2025	2026	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	\$ 705,517	\$ 309,398	\$ 858,924	\$ 1,129,326	\$ 1,873,839	\$ 31,245,559
2026	2027	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	\$ 705,517	\$ 309,398	\$ 858,924	\$ 1,129,326	\$ 1,873,839	\$ 33,119,398
2027	2028	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	\$ 705,517	\$ 309,398	\$ 858,924	\$ 1,129,326	\$ 1,873,839	\$ 34,993,236
2028	2029	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	\$ 705,517	\$ 309,398	\$ 858,924	\$ 1,129,326	\$ 1,873,839	\$ 36,867,075
2029	2030	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	\$ 705,517	\$ 309,398	\$ 858,924	\$ 1,129,326	\$ 1,873,839	\$ 38,740,914
						\$ 14,119,251	\$ 7,432,665	\$ 17,188,978	\$ 22,600,322	\$ 38,740,914	

MISSOURI CITY  
PROPOSED  
TAX INCREMENT REINVESTMENT  
ZONE #2

Map 1  
Boundary Map

**Legend**

-  Tax Increment Reinvestment Zone #2
-  Municipal Utility Districts 47 and 48
-  Ft. Bend Tollway
-  Hightower High School



2000 0 2000 4000 Feet

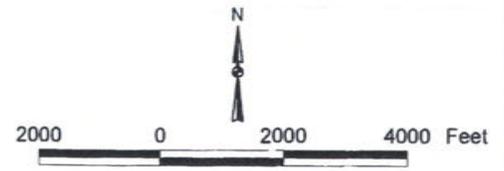
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MISSOURI CITY  
 PROPOSED  
 TAX INCREMENT REINVESTMENT  
 ZONE #2

Map 2  
 Existing Land Use  
 Map

Legend

-  Tax Increment Reinvestment Zone #2
  -  Municipal Utility Districts 47 and 48
  -  Ft. Bend Tollway
  -  Hightower High School
  -  SD Land Use (Agricultural)
- All non labelled roads within SD area are proposed collectors.



MISSOURI CITY  
 PROPOSED  
 TAX INCREMENT REINVESTMENT  
 ZONE #2

Map 3  
 Proposed  
 Land Use Map

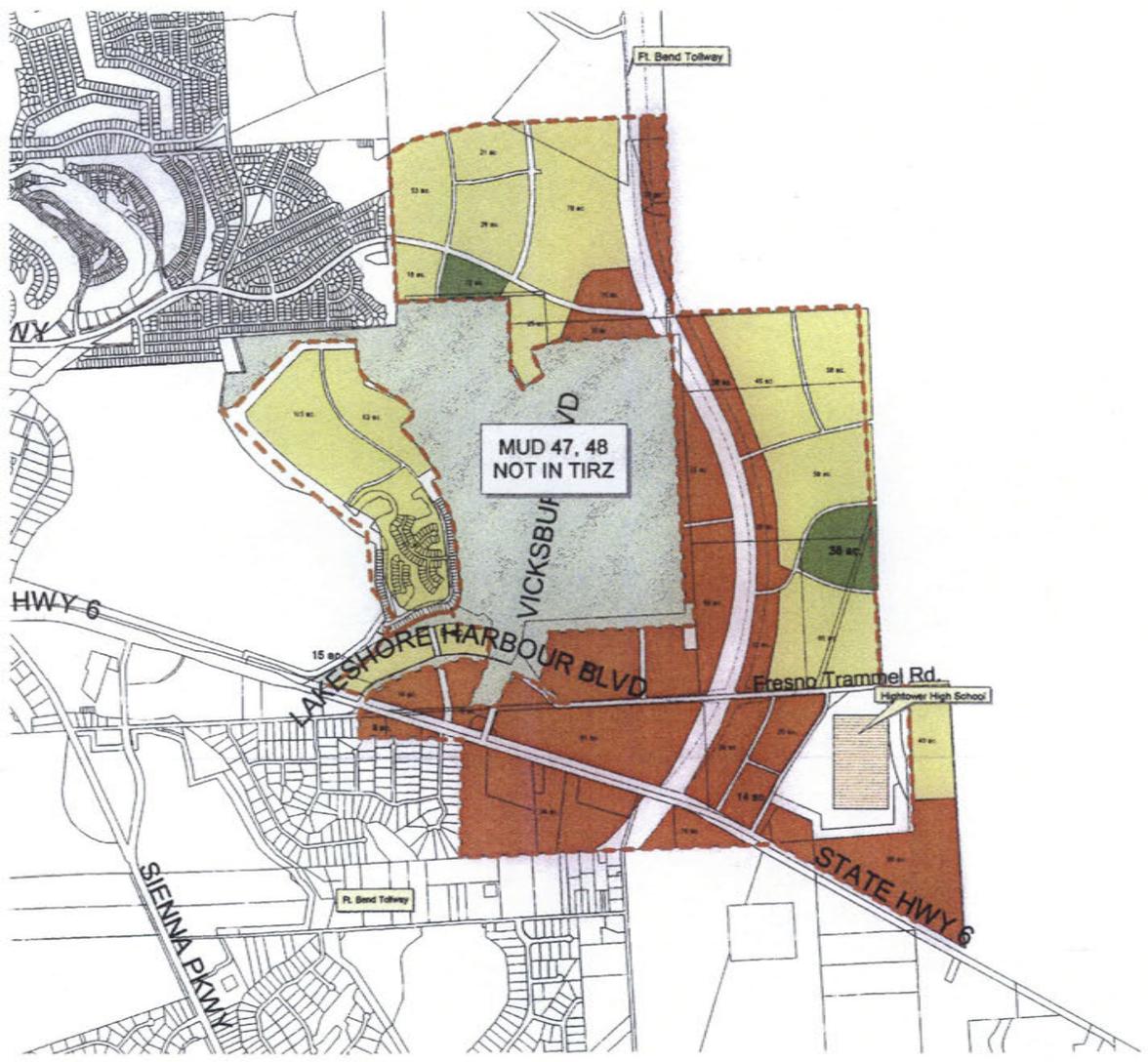
Legend

-  Tax Increment Reinvestment Zone #2
- Land Uses**
-  Commercial
-  Greenbelt
-  Residential
-  Municipal Utility Districts 47 and 48
-  Ft. Bend Tollway
-  Hightower High School



2000 0 2000 4000 Feet

Scale: 1" = 2000'



MISSOURI CITY  
PROPOSED  
TAX INCREMENT REINVESTMENT  
ZONE #2

Map 4  
Proposed  
Public Improvements Map



Legend

- Tax Increment Reinvestment Zone #2
- Streets
- Ft. Bend Tollway
- Municipal Utility Districts 47 and 48
- Hightower High School

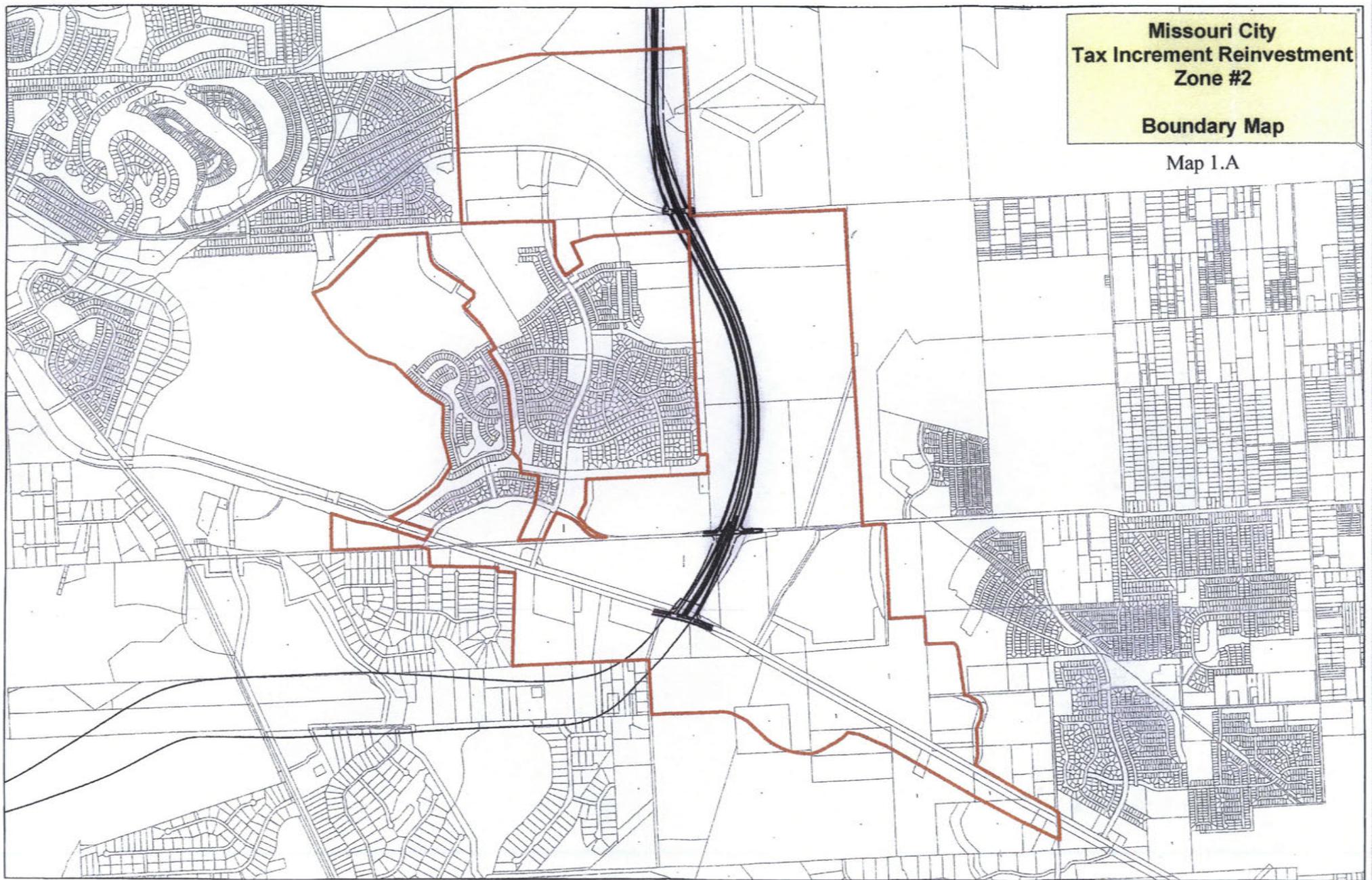


2000 0 2000 4000 Feet

Scale: 1" = 2000'

**Missouri City  
Tax Increment Reinvestment  
Zone #2  
Boundary Map**

Map 1.A



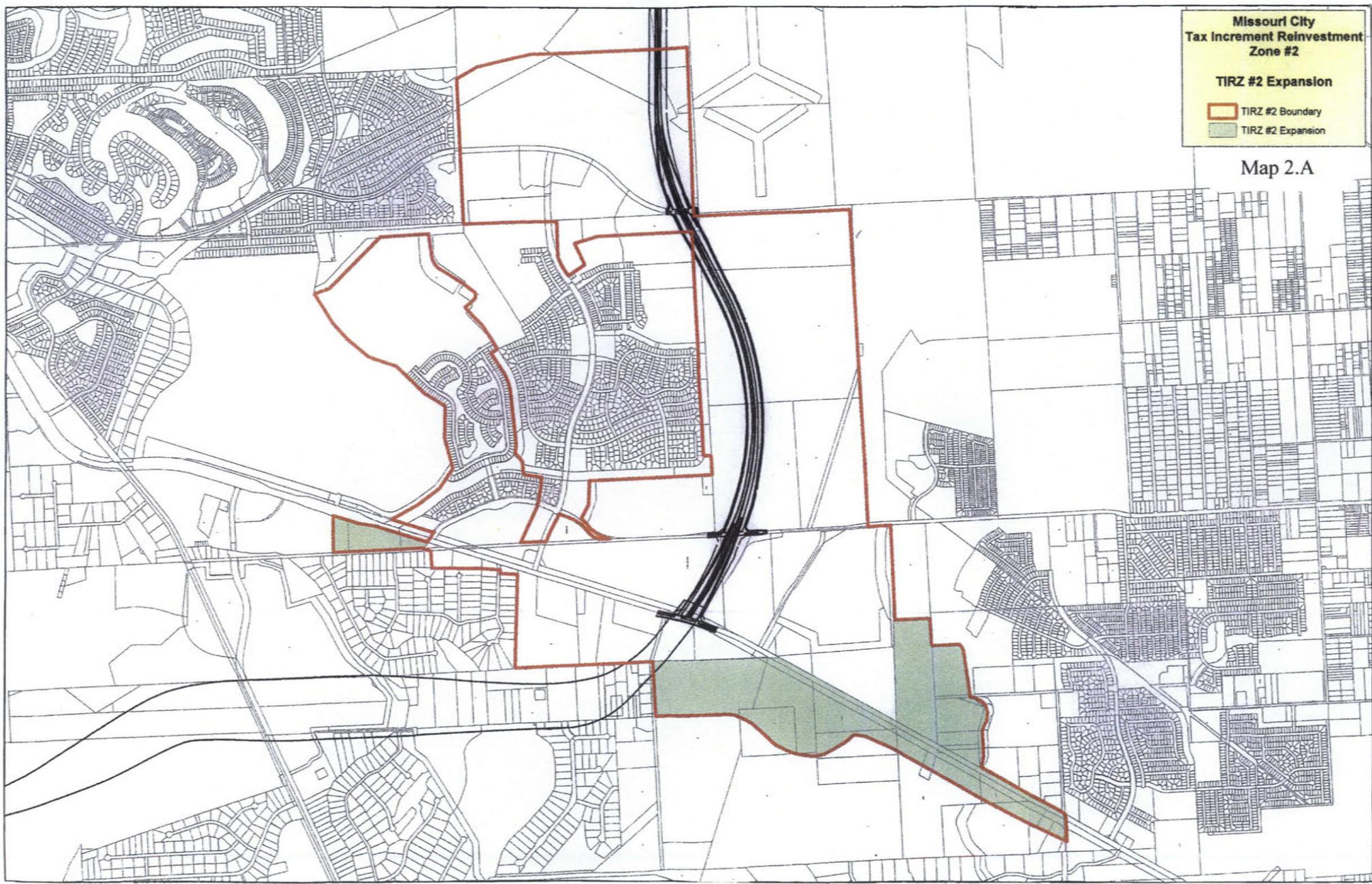
**Missouri City  
Tax Increment Reinvestment  
Zone #2**

**TIRZ #2 Expansion**

 TIRZ #2 Boundary

 TIRZ #2 Expansion

Map 2.A

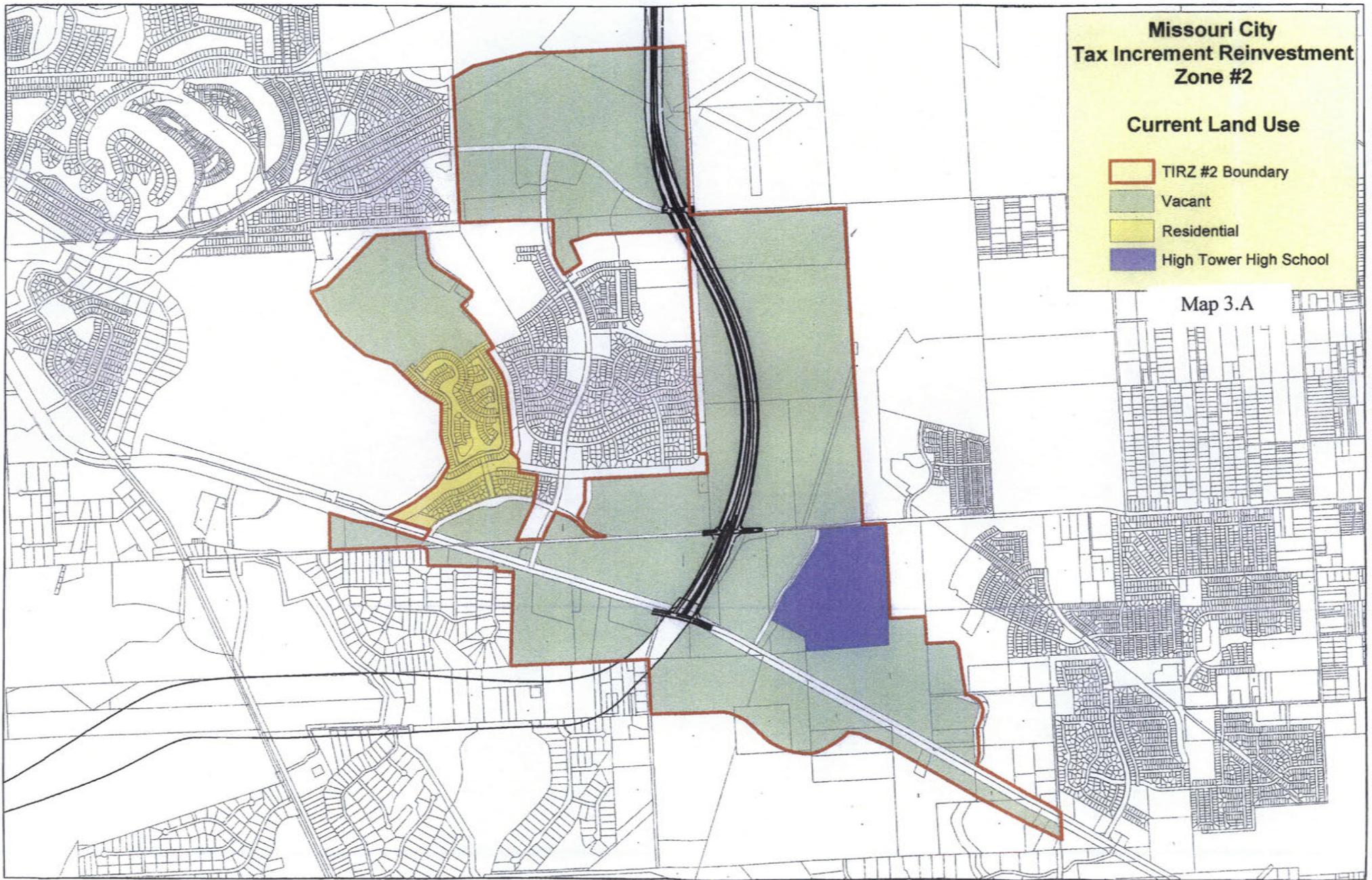


**Missouri City  
Tax Increment Reinvestment  
Zone #2**

**Current Land Use**

-  TIRZ #2 Boundary
-  Vacant
-  Residential
-  High Tower High School

Map 3.A

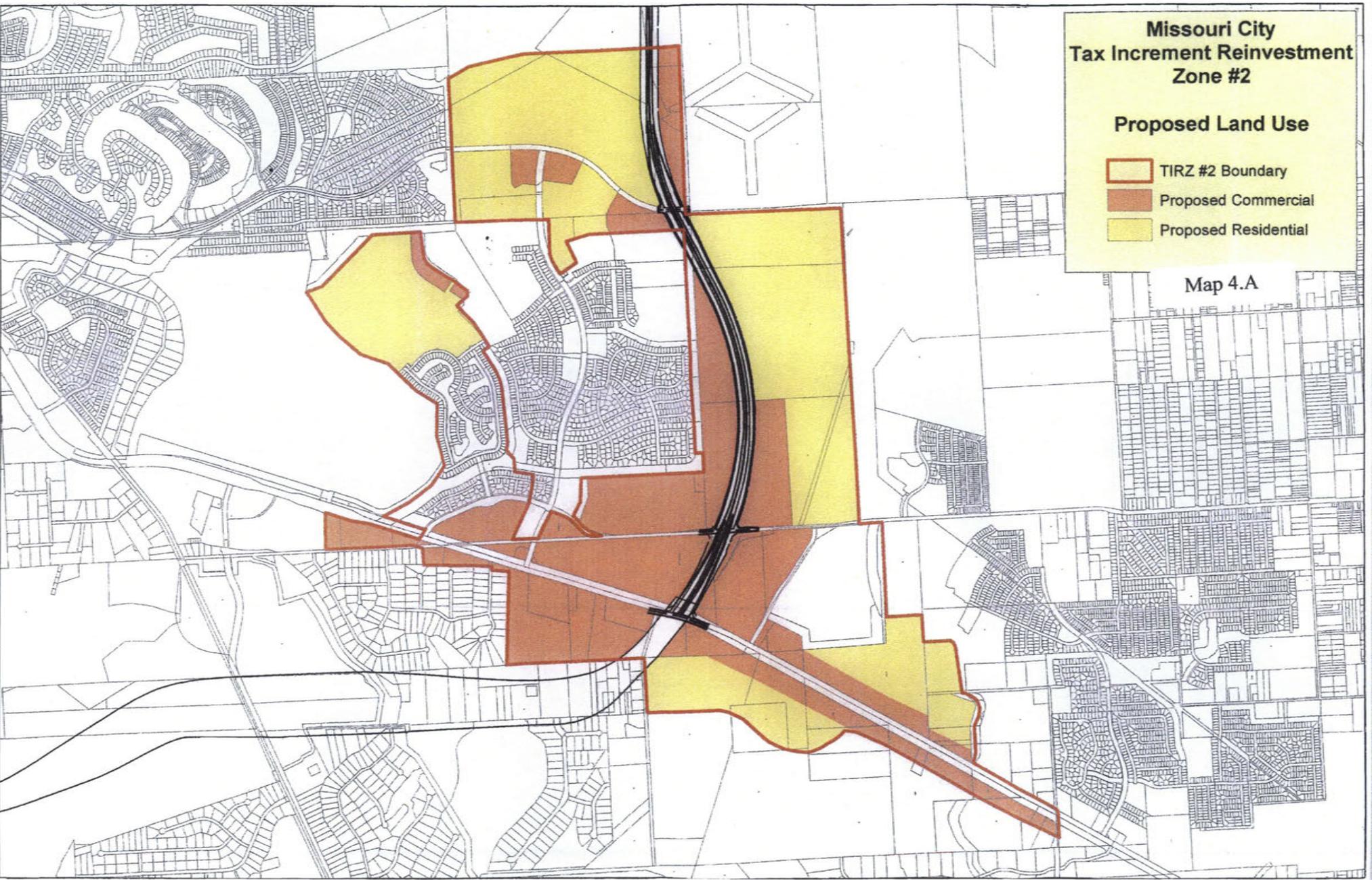


**Missouri City  
Tax Increment Reinvestment  
Zone #2**

**Proposed Land Use**

-  TIRZ #2 Boundary
-  Proposed Commercial
-  Proposed Residential

Map 4.A



SCHEDULE A.2 and B.2  
 REINVESTMENT ZONE NUMBER TWO  
 THE FORT BEND PARKWAY - HWY 6 THEATER AND RETAIL CENTER  
 BUILDOUT SCHEDULE AND ASSESSED VALUATIONS

	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
<b>Project Description</b>	Captured value										
Land	0	\$5,890,479	\$6,067,193	\$6,249,209	\$6,436,685	\$6,629,786	\$6,828,679	\$7,033,540	\$7,244,546	\$7,461,882	\$7,685,739
Improvements	0	\$2,495,216	\$9,980,864	\$19,832,233	\$32,346,567	\$35,502,716	\$36,606,138	\$36,611,897	\$38,621,636	\$38,621,636	\$38,621,636
Personal Property	0	\$0	\$2,958,180	\$4,533,560	\$6,748,760	\$7,396,500	\$7,635,630	\$7,755,630	\$8,078,370	\$8,078,370	\$8,078,370
Total Property Tax Value	0	\$8,385,695	\$19,006,237	\$30,615,002	\$45,532,012	\$49,529,002	\$51,070,447	\$51,401,067	\$53,944,552	\$54,161,888	\$54,385,745

\* Years Shown based on Original Termination of TIRZ. A 20-Year TIRZ Extension is Planned

SCHEDULE C.2  
 REINVESTMENT ZONE NUMBER TWO  
 THE FORT BEND PARKWAY - HWY 6 THEATER AND RETAIL CENTER  
 REVENUE SCHEDULE

Tax Year	Coff. Year	Taxable Valuation (City/County 100%)	Non-Ed City Tax Rate	Non-Ed County Tax Rate	FBISD NOT INCLUDED	Non-Ed City Zone Revenue	Non-Ed FB County Revenue	FBISD NOT INCLUDED	Total Non-Ed Rev Available	Cumulative Rev. Available for Non-Ed Projects
2020	2021	-	-	-		-	-		-	-
2021	2022	-	-	-		-	-		-	-
2022	2023	\$8,385,695	\$0.63000	\$0.18650		\$52,830	\$15,639		\$68,469	\$68,469
2023	2024	\$19,006,237	\$0.63000	\$0.18650		\$119,739	\$35,447		\$155,186	\$223,655
2024	2025	\$30,615,002	\$0.63000	\$0.18650		\$192,875	\$57,097		\$249,971	\$473,627
2025	2026	\$45,532,012	\$0.63000	\$0.18650		\$286,852	\$84,917		\$371,769	\$845,395
2026	2027	\$49,529,002	\$0.63000	\$0.18650		\$312,033	\$92,372		\$404,404	\$1,249,800
2027	2028	\$51,070,447	\$0.63000	\$0.18650		\$321,744	\$95,246		\$416,990	\$1,666,790
2028	2029	\$51,401,067	\$0.63000	\$0.18650		\$323,827	\$95,863		\$419,690	\$2,086,480
2029	2030	\$53,944,552	\$0.63000	\$0.18650		\$339,851	\$100,607		\$440,457	\$2,526,937
<b>TOTAL AVAILABLE REVENUE</b>									<b>\$2,526,937</b>	

1. Non-Ed refers to revenue available for non education projects
2. Commercial Value captured in following taxable calendar year
3. Revenue Schedule based on TIRZ Termination - YR 2030. TIRZ Planned to Extend 20-YR
4. Tax rate based on Current Missouri City Rate and Fort Bend County at 50%

SCHEDULE A.2 and B.2 (MODIFIED WITH 20-YR TIRZ EXTENSION)  
 REINVESTMENT ZONE NUMBER TWO  
 THE FORT BEND PARKWAY - HWY 6 THEATER AND RETAIL CENTER  
 BUILDOUT SCHEDULE AND ASSESSED VALUATIONS

	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Project Description	Captured value	Captured value	Captured value	Captured value	Captured value	Captured value	Captured value	Captured value	Captured value	Captured value	Captured value
Land	0	\$5,890,479	\$6,067,193	\$6,249,209	\$6,436,685	\$6,629,786	\$6,828,679	\$7,033,540	\$7,244,546	\$7,461,882	\$7,685,739
Improvements	0	\$2,495,216	\$9,980,864	\$19,832,233	\$32,346,567	\$35,502,716	\$36,606,138	\$36,611,897	\$38,621,636	\$38,621,636	\$38,621,636
Personal Property	0	\$0	\$2,958,180	\$4,533,560	\$6,748,760	\$7,396,500	\$7,635,630	\$7,755,630	\$8,078,370	\$8,078,370	\$8,078,370
<b>Total Property Tax Value</b>	<b>0</b>	<b>\$8,385,695</b>	<b>\$19,006,237</b>	<b>\$30,615,002</b>	<b>\$45,532,012</b>	<b>\$49,529,002</b>	<b>\$51,070,447</b>	<b>\$51,401,067</b>	<b>\$53,944,552</b>	<b>\$54,161,888</b>	<b>\$54,385,745</b>

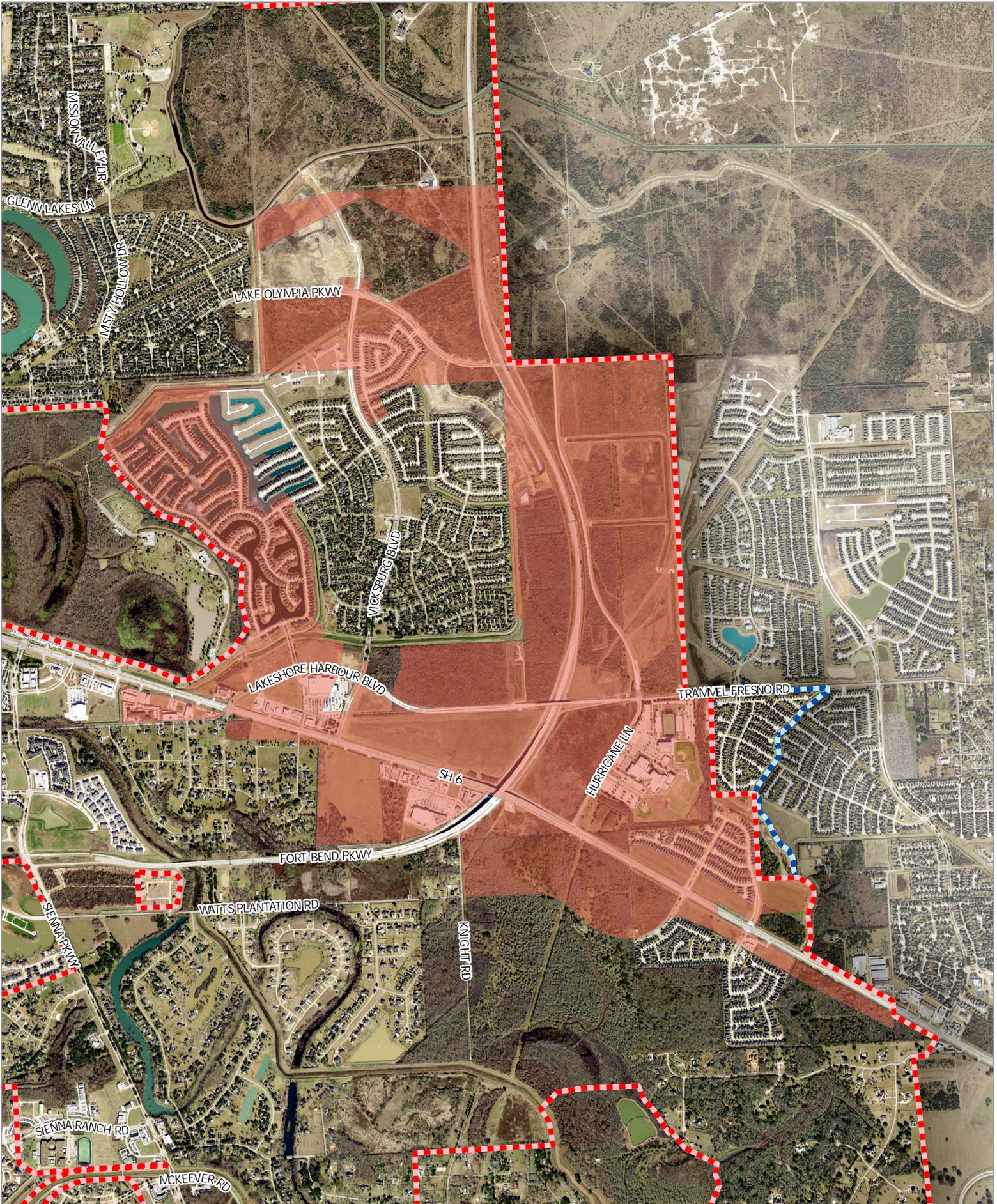
20 Year TIRZ Extension - 2031-2050											
	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
Project Description	Captured value										
Land	\$7,909,394	\$8,139,557	\$8,376,418	\$8,620,172	\$8,871,019	\$9,129,166	\$9,394,825	\$9,668,214	\$9,949,559	\$10,239,091	\$10,537,049
Improvements	\$38,621,636	\$38,621,636	\$38,621,636	\$38,621,636	\$38,621,636	\$38,621,636	\$38,621,636	\$38,621,636	\$38,621,636	\$38,621,636	\$38,621,636
Personal Property	\$8,078,370	\$8,078,370	\$8,078,370	\$8,078,370	\$8,078,370	\$8,078,370	\$8,078,370	\$8,078,370	\$8,078,370	\$8,078,370	\$8,078,370
<b>Total Property Tax Value</b>	<b>\$54,609,400</b>	<b>\$54,839,563</b>	<b>\$55,076,424</b>	<b>\$55,320,178</b>	<b>\$55,571,025</b>	<b>\$55,829,172</b>	<b>\$56,094,831</b>	<b>\$56,368,220</b>	<b>\$56,649,565</b>	<b>\$56,939,097</b>	<b>\$57,237,055</b>

	2042	2043	2044	2045	2046	2047	2048	2049	2050
Project Description	Captured value								
Land	\$10,843,677	\$11,159,228	\$11,483,961	\$11,818,145	\$12,162,053	\$12,515,969	\$12,880,183	\$13,254,997	\$13,640,717
Improvements	\$38,621,636	\$38,621,636	\$38,621,636	\$38,621,636	\$38,621,636	\$38,621,636	\$38,621,636	\$38,621,636	\$38,621,636
Personal Property	\$8,078,370	\$8,078,370	\$8,078,370	\$8,078,370	\$8,078,370	\$8,078,370	\$8,078,370	\$8,078,370	\$8,078,370
<b>Total Property Tax Value</b>	<b>\$57,543,683</b>	<b>\$57,859,234</b>	<b>\$58,183,967</b>	<b>\$58,518,151</b>	<b>\$58,862,059</b>	<b>\$59,215,975</b>	<b>\$59,580,189</b>	<b>\$59,955,003</b>	<b>\$60,340,723</b>

SCHEDULE C.2 (MOD WITH 20-YR TIRZ EXTENSION)  
 REINVESTMENT ZONE NUMBER TWO  
 THE FORT BEND PARKWAY - HWY 6 THEATER AND RETAIL CENTER  
 REVENUE SCHEDULE

	Tax Year	Coff. Year	Taxable Valuation (City/County 100%)	Non-Ed City Tax Rate	Non-Ed County Tax Rate	FBISD NOT INCLUDED	Non-Ed City Zone Revenue	Non-Ed FB County Revenue	FBISD NOT INCLUDED	Total Non-Ed Rev Available	Cumulative Rev. Available for Non-Ed Projects
INITIAL TIRZ TERMINATION-YR 2030	2020	2021	-	-	-		-	-		-	-
	2021	2022	-	-	-		-	-		-	-
	2022	2023	\$8,385,695	\$0.63000	\$0.18650		\$52,830	\$15,639		\$68,469	\$68,469
	2023	2024	\$19,006,237	\$0.63000	\$0.18650		\$119,739	\$35,447		\$155,186	\$223,655
	2024	2025	\$30,615,002	\$0.63000	\$0.18650		\$192,875	\$57,097		\$249,971	\$473,627
	2025	2026	\$45,532,012	\$0.63000	\$0.18650		\$286,852	\$84,917		\$371,769	\$845,395
	2026	2027	\$49,529,002	\$0.63000	\$0.18650		\$312,033	\$92,372		\$404,404	\$1,249,800
	2027	2028	\$51,070,447	\$0.63000	\$0.18650		\$321,744	\$95,246		\$416,990	\$1,666,790
	2028	2029	\$51,401,067	\$0.63000	\$0.18650		\$323,827	\$95,863		\$419,690	\$2,086,480
	2029	2030	\$53,944,552	\$0.63000	\$0.18650		\$339,851	\$100,607		\$440,457	\$2,526,937
20-YR TIRZ EXTENSION 2031-2050	2030	2031	\$54,161,888	\$0.63000	\$0.18650		\$341,220	\$101,012		\$442,232	\$2,969,169
	2031	2032	\$54,385,745	\$0.63000	\$0.18650		\$342,630	\$101,429		\$444,060	\$3,413,228
	2032	2033	\$54,609,400	\$0.63000	\$0.18650		\$344,039	\$101,847		\$445,886	\$3,859,114
	2033	2034	\$54,839,563	\$0.63000	\$0.18650		\$345,489	\$102,276		\$447,765	\$4,306,879
	2034	2035	\$55,076,424	\$0.63000	\$0.18650		\$346,981	\$102,718		\$449,699	\$4,756,578
	2035	2036	\$55,320,178	\$0.63000	\$0.18650		\$348,517	\$103,172		\$451,689	\$5,208,267
	2036	2037	\$55,571,025	\$0.63000	\$0.18650		\$350,097	\$103,640		\$453,737	\$5,662,005
	2037	2038	\$55,829,172	\$0.63000	\$0.18650		\$351,724	\$104,121		\$455,845	\$6,117,850
	2038	2039	\$56,094,831	\$0.63000	\$0.18650		\$353,397	\$104,617		\$458,014	\$6,575,864
	2039	2040	\$56,368,220	\$0.63000	\$0.18650		\$355,120	\$105,127		\$460,247	\$7,036,111
	2040	2041	\$56,649,565	\$0.63000	\$0.18650		\$356,892	\$105,651		\$462,544	\$7,498,655
	2041	2042	\$56,939,097	\$0.63000	\$0.18650		\$358,716	\$106,191		\$464,908	\$7,963,562
	2042	2043	\$57,237,055	\$0.63000	\$0.18650		\$360,593	\$106,747		\$467,341	\$8,430,903
	2043	2044	\$57,543,683	\$0.63000	\$0.18650		\$362,525	\$107,319		\$469,844	\$8,900,747
	2044	2045	\$57,859,234	\$0.63000	\$0.18650		\$364,513	\$107,907		\$472,421	\$9,373,168
	2045	2046	\$58,183,967	\$0.63000	\$0.18650		\$366,559	\$108,513		\$475,072	\$9,848,240
	2046	2047	\$58,518,151	\$0.63000	\$0.18650		\$368,664	\$109,136		\$477,801	\$10,326,040
	2047	2048	\$58,862,059	\$0.63000	\$0.18650		\$370,831	\$109,778		\$480,609	\$10,806,649
	2048	2049	\$59,215,975	\$0.63000	\$0.18650		\$373,061	\$110,438		\$483,498	\$11,290,148
	2049	2050	\$59,955,003	\$0.63000	\$0.18650		\$377,717	\$111,816		\$489,533	\$11,779,680
<b>TOTAL AVAILABLE REVENUE</b>										<b>\$11,779,680</b>	

1. Non-Ed refers to revenue available for non education projects
2. Commercial Value captured in following taxable calendar year
3. Original TIRZ Termination - 2030; 20-Yr Extension, Revised Termination 2050
4. Tax rate based on Current Missouri City Rate and Fort Bend County at 50%



Map By:  
GIS Division  
July 2020



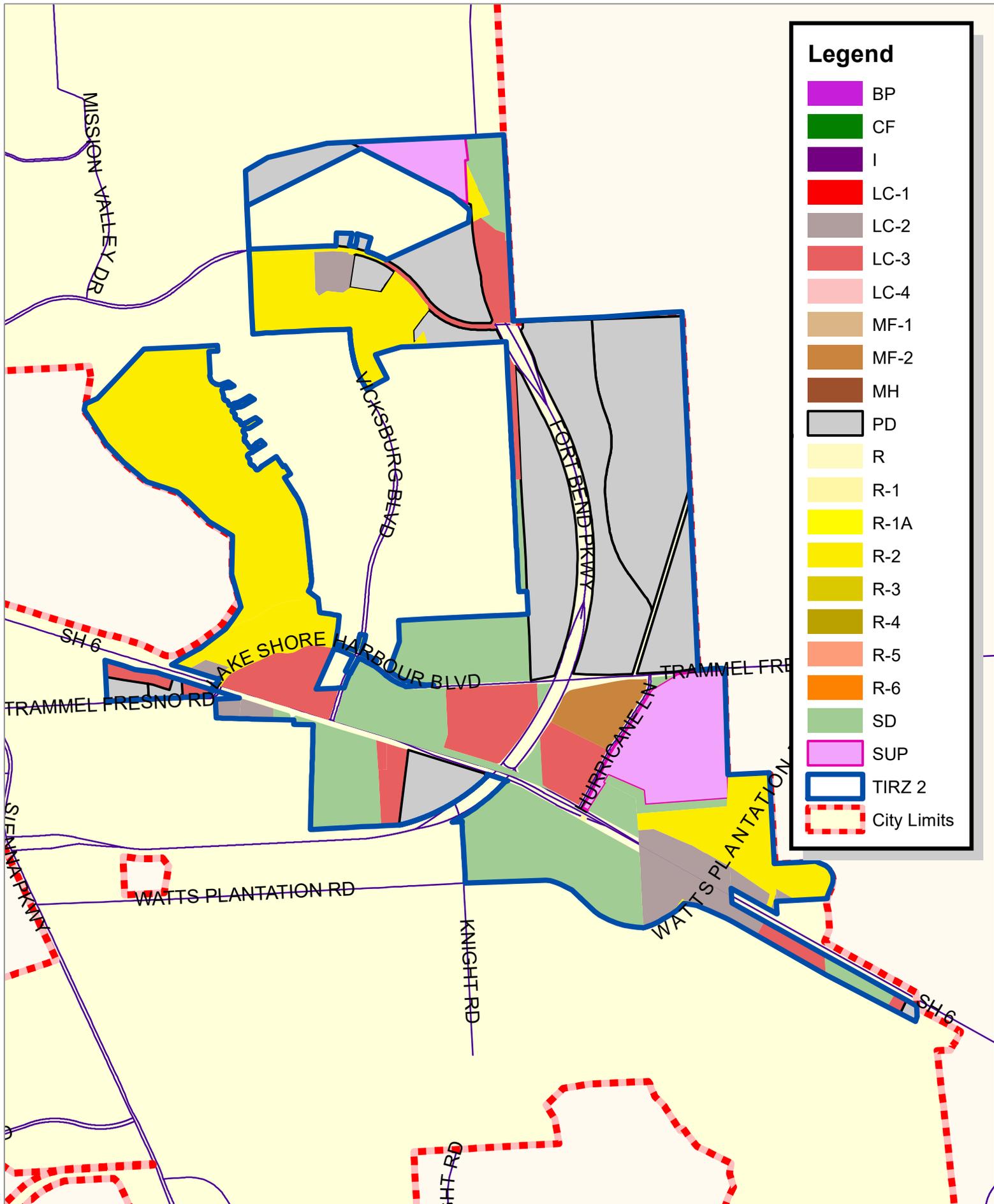
# TIRZ 2

## Legend

- TIRZ 2
- ETJ
- City Limits



The information on this map is provided and maintained by various agencies, including county departments, municipal governments, state and federal agencies. The map is designed to serve as a secondary representation of real property found within this jurisdiction, and is compiled from the recorded deeds, plats, and other public records, which are primary sources for this public information. The data layers do not take the place of a legal survey or other primary source documentation. The City and its vendors assume no legal responsibility for the information on this map.

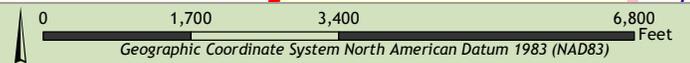


### Legend

	BP
	CF
	I
	LC-1
	LC-2
	LC-3
	LC-4
	MF-1
	MF-2
	MH
	PD
	R
	R-1
	R-1A
	R-2
	R-3
	R-4
	R-5
	R-6
	SD
	SUP
	TIRZ 2
	City Limits

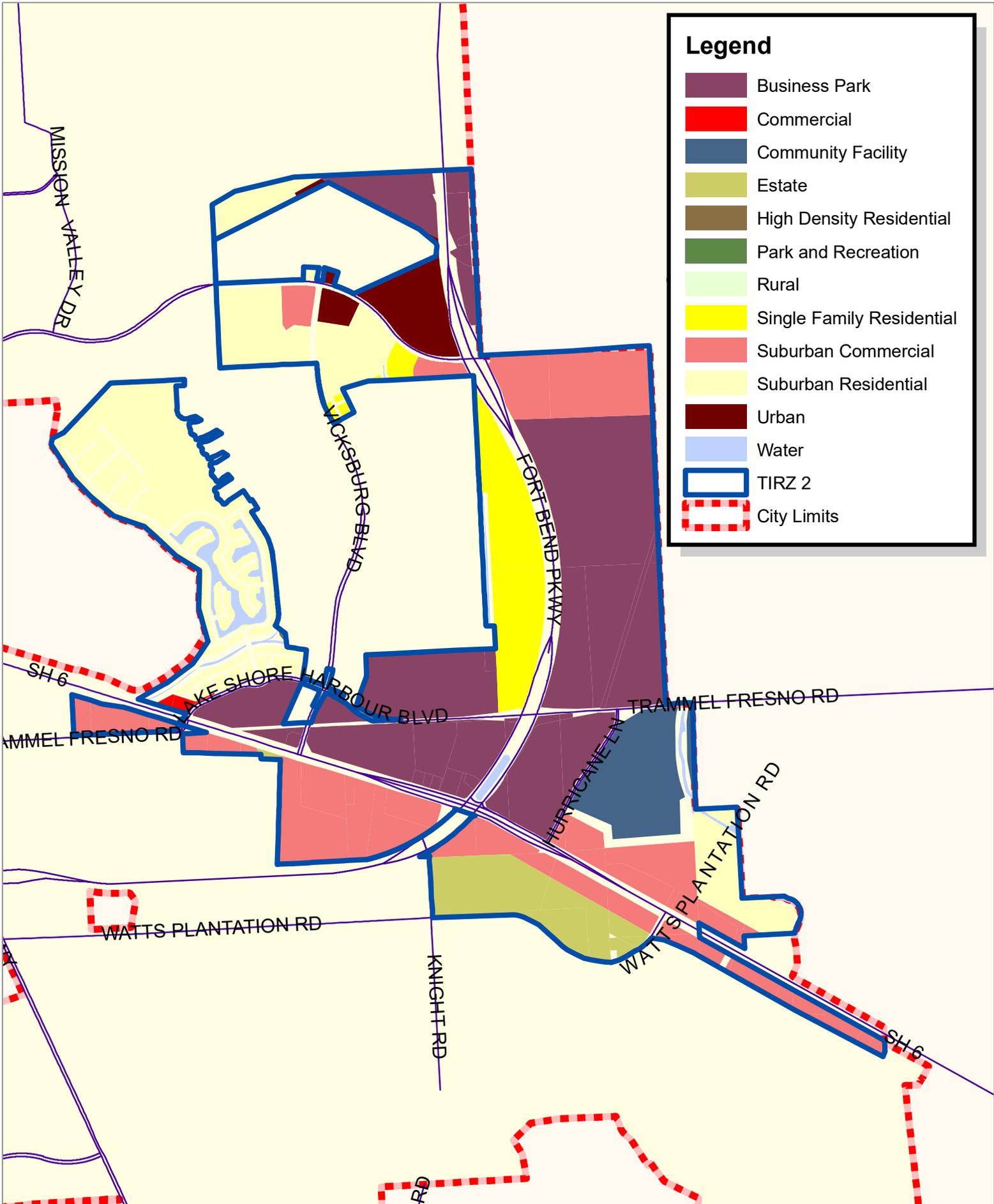
Map By:  
GIS Division  
July 2020

# Zone Existing Uses and Condition Map in TIRZ 2



The information on this map is provided and maintained by various agencies, including county departments, municipal governments, state and federal agencies. No guarantee is given as to the accuracy or currency of any of the data. The map is designed to serve as a secondary representation of real property found within this jurisdiction, and is compiled from the recorded deeds, plats, and other public records, which are primary sources for this public information. Users of this map are hereby notified that these primary sources should be consulted for verification of the information presented here. The data layers do not take the place of a legal survey or other primary source documentation. The city and its vendors assume no legal responsibility for the information on this map.

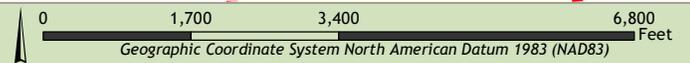




Map By:  
GIS Division  
July 2020



# Zone Proposed Land Use Map in TIRZ 2



Geographic Coordinate System North American Datum 1983 (NAD83)

The information on this map is provided and maintained by various agencies, including county departments, municipal governments, state and federal agencies. No guarantee is given as to the accuracy or currency of any of the data. The map is designed to serve as a secondary representation of real property found within this jurisdiction, and is compiled from the recorded deeds, plats, and other public records, which are primary sources for this public information. Users of this map are hereby notified that these primary sources should be consulted for verification of the information presented here. The data layers do not take the place of a legal survey or other primary source documentation. The city and its vendors assume no legal responsibility for the information on this map.



**DEVELOPMENT AGREEMENT  
FOR THE  
FORT BEND PARKWAY-HWY 6 RETAIL CENTER  
DEVELOPMENT PROJECT**

This Development Agreement (the “Agreement”) is made this the \_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”) by and among **Reinvestment Zone Number Two, City of Missouri City**, a tax increment reinvestment zone created by the City of Missouri City, Texas, pursuant to Chapter 311, Texas Tax Code (the “Zone”), the **Missouri City Development Authority**, a Texas non-profit local government corporation formed by and on behalf of the City of Missouri City, Texas (the “Authority”), and **A-S 151 NWC Fort Bend Pkwy-Hwy 6, L.P.**, a Texas limited partnership (the “Developer”).

**RECITALS**

Whereas, pursuant to Chapter 311 of the Texas Tax Code, the City Council of the City of Missouri City, by ordinance, created the Zone in the City of Missouri City; and

Whereas, the Board of Directors of the Zone (the “Zone Board”) adopted a Project and Financing Plan (as defined below in Section 1.01) which provides that the Zone will undertake to make certain acquisitions and improvements in the Zone, and such Project and Financing Plan, as amended was approved by the City Council of the City of Missouri City by Ordinance No. O-20-\_\_\_\_, on \_\_\_\_\_, 2020; and

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

Whereas, the City of Missouri City and the Zone have contracted with the Authority, a nonprofit Texas local government corporation pursuant to the

provisions of Chapter 431, Subchapter D, Texas Transportation Code, to carry out the purposes of the Zone, including administration, supervision, construction, financing and other duties, and committed the revenues of the Zone to the Authority for such purposes, all as more particularly set forth in the Agreement between the City of Missouri City, the Zone and the Authority, effective February 6, 2006 (the “Tri-Party Agreement”); and

Whereas, Developer is the owner of an approximate 42-acre tract and an approximate 1-acre tract located in Missouri City, Texas, and in the Zone (the “Property”), as more particularly described in Exhibit A; and

Whereas, to encourage economic development on or near the Property, Developer intends to design and construct a theater of not less than 45,000 square feet on the Property (the “Theater”) (the Theater and the remaining development on the Property will constitute the “Project”); and

Whereas, the City and the Developer have entered into an economic development agreement dated August 20, 2019, which contains terms affecting reimbursement to Developer for the Project (the “EDA”), attached hereto as Exhibit B for reference purposes only; and

Whereas, the Developer is the owner of certain property within the Zone, and wishes to finance and construct certain Zone projects as provided in the Project and Financing Plan, as amended; and

Whereas, the Authority and the Zone have determined that each can best carry out their functions pursuant to the Tri-Party Agreement and the Project and Financing Plan by contracting with the Developer to provide for the efficient and effective implementation of certain aspects of the Project and Financing Plan, and the Authority and the Developer desire to enter into this Agreement to enable the development and financing of certain projects in connection with the Developer’s

development of property within the Zone and the reimbursement of the Developer as provided herein; now, therefore,

## **AGREEMENT**

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

### **ARTICLE 1 GENERAL TERMS**

1.01 Definitions. *Agreement, Authority, Developer, EDA, Zone, Tri-Party Agreement* and *Zone Board* have the meanings set forth in the preamble hereof, and the following capitalized terms shall have the meanings provided below, unless otherwise defined or the context clearly requires otherwise. For purposes of this Agreement the words “shall” and “will” are mandatory and the word “may” is permissive.

*Act* shall mean the Increment Financing Act, Chapter 311, Texas Tax Code, as the same may be amended.

*Agreed Upon Procedures* shall mean the report prepared and submitted by a certified public accountant certifying the amount due to the Developer pursuant to this Agreement.

*Authority Bonds* shall mean any bond, note or other obligation issued or incurred in one or more series pursuant to Article 5 hereof, secured by Tax Increment or funds deposited in the TIRZ Revenue Fund, including refunding bonds.

*City Sales Tax Revenue* shall mean 50% of the actual sales and use tax revenue received by the City derived from the City's one percent (1%) of sales and use taxes assessed on sales attributable to the Project.

*County* shall mean Fort Bend County, Texas.

*Developer Advances* shall mean funds advanced by Developer pursuant to Section 5.01.

*Net Tax Increment* shall mean the annual collections of the Tax Increment attributable to the Project, less any amount from a tenant occupying another lease space within the City of Missouri City that relocates to the Project until the previously occupied lease space is filled and any amounts reasonably required or anticipated to be required for the administration and operation of the Zone (subject to Section 5.02 (G)), including a reasonable operating reserve. If a previously occupied lease space becomes vacant at any time during the duration of the Agreement, the increment from the tenant occupying the lease space within the Project shall not be included in the Net Tax Increment and Developer may not be reimbursed until the previously occupied space is filled.

*Parties* or *Party* shall mean the Authority, the Zone and the Developer as parties to this Agreement.

*Project* shall mean the design and construction of the Theater, and the proposed development of over approximately 250,000 square feet on the Property.

*Project Costs* shall mean "project costs" as such term is defined in the Act and as described in the Project and Financing Plan.

*Project and Financing Plan* shall mean the Second Amended and Restated Project Plan and Reinvestment Zone Financing Plan for Reinvestment Zone Number Two,

City of Missouri City, and any subsequent amendments thereto as approved by City Council.

*Tax Increment* shall mean funds deposited in the TIRZ Revenue Fund by the City pursuant to the Tri-Party Agreement, composed of funds received pursuant to that certain Interlocal Agreement or similar agreement between the City, the County and the Zone.

*TIRZ Revenue Fund* shall mean the special fund established by the Authority and funded with Tax Increment payments made by the City pursuant to the Tri-Party Agreement (which payments are attributable to incremental ad valorem real property taxes paid on properties in the Zone).

*Taxing Unit* shall mean individually and collectively the City and the County.

*Zone Board* shall mean the Board of Directors of the Zone.

1.02 Singular and plural; gender. Words used herein in the singular shall also include the plural of such words, where the context so permits, and vice versa. The definitions of words in the singular shall also apply to the plural of such words where the context so permits and vice versa. Any gender reference shall include the opposite gender and the neutral.

## **ARTICLE 2 REPRESENTATIONS**

2.01 Representations of Authority. The Authority hereby represents as follows:  
(A) It is duly authorized, created and existing in good standing under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

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

(C) This Agreement has been duly authorized, executed and delivered by the Authority and constitutes a legal, valid and binding obligation of the Authority, enforceable in accordance with its terms.

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

2.02 Representations of the Developer. The Developer hereby represents as follows:

(A) The Developer is duly authorized, created and existing under the laws of the State of Texas, is qualified to do business in the State of Texas and is duly qualified to do business wherever necessary to carry on the operations contemplated by this Agreement.

(B) The Developer has the power, authority and legal right to enter into and perform its obligations as set forth in this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, (ii) will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to the Developer or any provision of any of Developer's

agreements or governing documents and (iii) do not constitute a default under, or result in, the creation of any lien, charge, encumbrance or security interest upon any assets of the Developer under any agreement or instrument to which the Developer is a party or by which the Developer or its assets may be bound or affected.

(C) This Agreement has been duly authorized, executed and delivered by the Developer and constitutes a legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

(D) The execution, delivery and performance of this Agreement by the Developer do not require the consent or approval of any person which has not been obtained.

2.03. Representations of the Zone. The Zone hereby represents as follows:

(A) The Zone is duly authorized, created and existing under the laws of the State of Texas and is duly qualified and authorized to carry out the governmental functions and operations as contemplated by this Agreement.

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

(C) This Agreement has been duly authorized, executed and delivered by the Zone and constitutes a legal, valid and binding obligation of the Zone, enforceable in accordance with its terms.

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

### **ARTICLE 3 THE PROJECT**

3.01 The Project. Except as set forth in Article 4, the Developer may construct the Project in phases, including any public improvement in the Zone that are Project Costs and contained in the Project and Financing Plan. The Project will enhance the proposed implementation of development within the Zone and is authorized in the Project and Financing Plan, as amended.

3.02 Project description. The Project, as generally described in the Project and Financing Plan, as amended, and as more fully and particularly described in Exhibit C, consists of the development of a 250,000 square foot tract of land located at the northeast corner of State Highway 6 and the Fort Bend Parkway Toll Road and including the construction of the Theater, depicted in Exhibit D.

3.03 Additional Projects. This Agreement does not apply to any projects not specifically defined herein unless this Agreement is amended to provide for the design and construction of such additional projects.

**ARTICLE 4**  
**DUTIES AND RESPONSIBILITIES OF THE DEVELOPER**

4.01 Construction manager. The Developer agrees to construct the Project and to provide and furnish, or cause to be provided and furnished, all materials and services as and when required in connection with the construction of the Project. The Developer will obtain all necessary permits and approvals from the City and all other governmental officials and agencies having jurisdiction, provide supervision of all phases of construction of the Project, provide regular reports of such construction to the Authority and the Zone, provide additional reports upon request, and cause the construction to be performed in accordance with the Project and Financing Plan.

4.02 Design of the Project. The Project shall be designed in accordance with City standards applicable to similar projects within the City.

4.03 Construction contracts. The Developer shall promulgate a form contract and bid documents that are acceptable to the Developer, the Authority, and the Zone for use in connection with the Project. The Developer shall prepare the Project construction contract documents to ensure that the contract documents are in accordance with the approved plans and specifications and the agreed-upon forms. The Developer shall advertise, receive, open, award and manage all contracts for the Project in compliance with all laws and regulations regarding the bidding and construction of public improvements applicable to similar facilities constructed by the City.

4.04 Construction and Implementation of the Project. The Developer shall be responsible for the inspection and supervision of the construction and implementation of the Project.

(A) The Developer shall commence construction of the Theater within eighteen (18) months after the Effective Date of this Agreement and shall complete the construction of the Project by June 1, 2035. Except as provided by Section 6.01(c) regarding the Developer's opportunity to cure a default of this Agreement, if the Developer fails to commence construction within eighteen (18) months after the Effective Date, this Agreement shall be terminated without further action and shall be of no further force and effect, wherein the parties shall have no liabilities or obligations to the other parties. For the purposes of this subsection, the phrase "commence construction" shall mean (1) receipt of a permit necessary to begin the Project and (2) the documented incurrence of costs for the Project associated with roadway, utility, and other infrastructure facilities designed to serve the Project.

(B) Upon completion of a contract for the construction of the Project, the Developer shall provide the Authority with a final summary of all costs associated with such contract and show that all amounts owing to contractors and subcontractors have been paid in full, evidenced by customary affidavits executed by such contractors. Following completion of a construction contract, the Developer will call for inspection of the applicable Project by the City and upon approval thereof as being in compliance with City standards and other applicable standards relating thereto.

(C) In consideration of the Zone agreeing to reimburse the Developer in accordance with the terms of this Agreement, the Developer shall Substantially Complete the Theater. For the purposes of this Agreement, "Substantially Complete" means receive a certificate for occupancy. Though the remaining development in the Project (excluding the Theater) will occur based upon market demands, Developer will use reasonable efforts to develop a high-quality new entertainment, commercial, and retail development on the Property.

4.05 Abandonment of Theater. Except as provided by Section 6.01(c) regarding the Developer's opportunity to cure a default of this Agreement, if, after the Effective Date, the City Manager reasonably determines that the Developer has abandoned the Theater portion of the Project, this Agreement shall terminate. The City Manager may reasonably determine that the Theater portion of the Project is abandoned for the purposes of this Agreement after the Effective Date of this Agreement if, after commencement of construction, no measurable work toward completion is documented to the City Manager by the Developer for 120 days or longer.

4.06 Employment of undocumented workers. Developer certifies that Developer, or a branch, division, or department of Developer, does not and will not knowingly employ an undocumented worker in relation to the Project. Developer agrees that if, after receiving a public subsidy, Developer, or a branch, division, or department of Developer, is convicted of a violation under 8 U.S.C. Section 1324a(f), Developer shall repay the amount of the reimbursement paid under section 5.02 with interest, at the rate set forth in the Texas Tax Code for delinquent tax payments not later than the 120th day after the date the Zone or the Authority notifies Developer of the violation. The Zone or the Authority may bring a civil action to recover any amounts owed to the Zone or the Authority under this chapter. The Zone or the Authority, as applicable, shall recover court costs and reasonable attorneys' fees incurred in an action brought under this section.

**ARTICLE 5**  
**PROJECT FINANCING AND FUNDING**

5.01 The Developer Advances.

(A) In connection with the construction of the Project, the Developer agrees to provide sufficient funds as such become due for all costs thereof, constituting Project Costs.

(B) No interest shall accrue on any Developer Advances and repayment of Developer Advances shall not include any interest thereon.

5.02 Repayment of Developer Advances.

(A) In consideration of the development and construction of the Project, the Authority shall begin repaying the Developer Advances and shall continue such repayment until fifteen years from the earlier of (1) the date on which the first business in the Project opens, as memorialized by a certificate of occupancy issued by the City of Missouri City, or (2) five years after the Effective Date of this Agreement. Funds shall not be due to the Developer pursuant to this Agreement until the earliest date that funds are available from the Net Tax Increment that are specifically attributable to the Project as set forth and defined in Exhibit C, and subject to the limitations set forth in subsection (B).

(B) The Zone shall reimburse the Developer for Developer Advances from the Net Tax Increment accumulated in the TIRZ Revenue Fund that is specifically attributable to the Project and available in accordance with the priorities described in Section 5.03, below. Subject to the terms of this Agreement, including Section 5.03 providing the priorities for payments

within the Zone, the Zone shall use the Net Tax Increment attributable to the Project to reimburse Developer Advances.

(C) At such time as Developer notifies the Authority in writing that 1) the Project is completed; 2) makes a request for repayment of Developer Advances; and, 3) provides the Authority with (i) copies of all documents and records required by the Zone and Authority to support the amount of Developer Advances, including, but not limited to, the customary affidavits duly executed by contractors and subcontractors of employed or contracted by Developer for the Project; and (ii) a certified accounting of the total amount of Developer Advances paid, the Authority shall hire a certified public accountant to calculate the amount due to the Developer and prepare and submit the Agreed Upon Procedures report to the Authority. The Authority shall pay all costs associated with the Authority's engagement of the certified public accountant for the purpose of preparing the Agreed Upon Procedures report. Such report shall be approved by the Authority at the earliest practicable time, but not later than 180 days after submission of the report to the Authority. Such Agreed Upon Procedures shall be final upon receipt of a final draft by the City and shall serve as the sole basis for reimbursement.

(D) Repayment of Developer Advances shall be paid by the City and the Zone through a combination of City Sales Tax Revenue, as provided in the EDA, and Net Tax Increment in a total aggregate amount not to exceed four million dollars (\$4,000,000.00).

(E) Notwithstanding anything contained herein, the total maximum amount of Developer Advances payable to Developer from the City Sales Tax Revenue, as provided in the EDA, and the Net Tax Increment pursuant to this Agreement is four million dollars (\$4,000,000.00). For example, assuming the completion of required auditing, if the Project has produced a

total Net Tax Increment of \$4,500,000.00 by year 14 of the Agreement, and the Developer has received \$3,500,000.00 in Developer Advances and \$250,000.00 in City sales tax revenue prior to that point, Developer may receive a payment of \$250,000.00 in Net Tax Increment. Repayment of Developer Advances shall not be paid from funds contained in the Zone Tax Increment Revenue account unless and until the certified accounting described in Section 5.02 (C) has been received and accepted by the Authority.

(F) Developer shall not seek reimbursement of Developer Advances from any source other than from the City and the Zone as provided herein.

(G) Tenant Relocation. Other than Petco, if a tenant currently located in the City closes its operating location to relocate onto the Property, the income received from the new location (property taxes and sales and use taxes) of such tenant will not be considered for purposes of this Agreement until the newly vacant space is filled. If such space becomes vacant at any time during the duration of this Agreement, the income from the new location will not be included in the calculation of available revenue for reimbursing the Developer. However, this Agreement shall not preclude a tenant from operating multiple locations within the City.

5.03 Priorities. Amounts deposited in the TIRZ Revenue Fund shall be applied in the following order of priority (i) amounts pledged or required for the payment of outstanding Authority Bonds, including Authority Bonds in the process of issuance and refunding Authority Bonds; (ii) administrative costs of the Zone or the Authority; (iii) payments to other developers pursuant to agreements between such developers, the Zone, and the Authority entered into before the effective date of this Agreement; and (iv) payments to the Developer pursuant to Section 5.02, above as funds become available.

5.04 Potential Additional Tract. Should Developer acquire the property comprised of approximately 43 acres that is contiguous and to the west of the Property, as depicted in Exhibit C (the “Potential Additional Tract”), and should Developer expand the Project onto the Potential Additional Tract, the Potential Additional Tract will be incorporated for all purposes of this Agreement, and such additional development will be included in the definition of the Project. Should the Project and Financing Plan require an amendment to facilitate such incorporation, the Zone agrees to consider amending the Project and Financing Plan within six (6) months of receipt.

## **ARTICLE 6**

### **DEFAULT**

#### 6.01 Default.

(A) If the Zone or the Authority does not perform its obligations hereunder in substantial compliance with this Agreement, the Developer may seek specific performance of this Agreement only.

(B) If the Developer fails to commence or complete the Project in accordance with the terms of this Agreement, including the failure to fund Developer Advances, the Zone and/or the Authority may terminate this Agreement and shall be relieved of any obligation to reimburse the Developer.

(C) The Party alleging default shall provide written notice to the other Party of such default, and the defaulting Party shall have sixty (60) days to remedy the default prior to the declaration of any default hereunder.

**ARTICLE 7**  
**GENERAL**

7.01 Inspections, audits. The Developer shall keep such operating records with respect to the Project and other activities contemplated by this Agreement and all costs associated therewith as may be required by the Authority, the Zone or by State or federal law or regulation. The Developer shall allow the Authority access to, and the Authority shall have a right at all reasonable times to audit, all documents and records in the Developer's possession, custody or control relating to the Project that the Authority deems necessary to assist the Authority in determining the Developer's compliance with this Agreement.

7.02 Developer operations and employees. All personnel supplied or used by the Developer in performance of this Agreement shall be deemed contractors or subcontractors of the Developer and will not be considered employees, agents, contractors or subcontractors of the Zone, the Authority, or the City for any purpose whatsoever. The Developer shall be solely responsible for the compensation of all such contractors and subcontractors.

7.03 Personal liability of public officials, legal relations. To the extent permitted by State law, no director, officer, employee or agent of the Zone or the Authority shall be personally responsible for any liability arising under or growing out of this Agreement.

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

**Missouri City Development Authority**  
1522 Texas Parkway  
Missouri City, Texas 77489

Attn: President

**Reinvestment Zone Number Two, City of Missouri City**

1522 Texas Parkway  
Missouri City, Texas 77489  
Attn: TIRZ Manager

**City of Missouri City, Texas**

1522 Texas Parkway  
Missouri City, Texas 77489  
Attn: City Manager

**A-S 151 NWCFort Bend Pkwy-Hwy 6, L.P.**

c/o NewQuest Properties  
8827 W. Sam Houston Parkway N., Suite 200  
Houston, Texas 77040-5383  
Attn: Steven D. Alvis

**Allen Boone Humphries Robinson**

3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027  
Attn: Stephen M. Robinson  
Email: srobinson@abhr.com

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

7.05 Amendments and waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the Zone, the Authority and the Developer. No course of dealing on the part of the Parties, nor any failure or delay by one or more of the Parties, with respect to exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, except as otherwise provided in this section.

7.06 Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement.

7.07 Successors and assigns. All covenants and agreements contained in this Agreement by or on behalf of a Party shall bind its successors and assigns and shall inure to the benefit of the other Parties, their successors and assigns. The Parties may assign their rights and obligations under this Agreement or any interest herein only with the prior written consent, which shall not be unreasonably withheld, conditioned, or delayed of the other Parties and any assignment without such prior written consent, including an assignment by operation of law, is void and of no effect. This section shall not be construed to prevent the Developer from selling all or a portion of the property within the Zone in the normal course of business; provided that any such purchaser or assignee must specifically assume all of the obligations of the Developer hereunder. If such assignment of the obligations by the Developer hereunder is effective, the Developer shall be deemed released from such obligations. If any assignment of the obligations by the Developer hereunder is deemed ineffective or invalid, the Developer shall remain liable hereunder.

7.08 Exhibits; titles of article, sections and subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to the Agreement between the Parties hereto. Any reference herein to a section of subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to

an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

7.09 Construction. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, except conflict of laws provisions, as such laws are now in effect. Venue for any action or suit related to this Agreement shall be in Fort Bend County, Texas.

7.10 Entire Agreement. This written Agreement represents the final agreement among the Parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

7.11 Term. This Agreement shall be in force and effect from the date of execution hereof for a term expiring on the earlier of 1) the date that the Developer Advances have been repaid as provided by this Agreement; 2) January 1<sup>st</sup> of the year following the expiration of the Zone; or 3) as otherwise terminated as provided for in this Agreement.

7.12 Time of the essence. Time is of the essence with respect to the obligations of the Parties to this Agreement.

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

7.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original but such counterparts together shall constitute but one and the same instrument.

7.15 Further assurances. Each Party hereby agrees that it will take all actions and execute all documents necessary to fully carry out the purposes and intent of this Agreement.

7.16 Effect of the Tri-Party Agreement. The obligations of the Parties hereunder are specifically conditioned upon the approval, execution and effectiveness of the Tri-Party Agreement.

7.17 Force Majeure. If any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, are suspended during the continuance of the force majeure. The term "force majeure," means: (i) strikes and picketing (except to the extent involving a labor issue at the site caused by the party seeking force majeure); (ii) sabotage; (iii) acts of God; (iv) fire or other unavoidable casualties; (v) excessive rain or snow, ice, sleet, frost, cold (or hot) temperatures, windstorm or tornado, earthquake or flood delays due to inclement weather which exceed the number of delay days in the schedule for such excessive rain or snow, ice, sleet, frost, cold (or hot) temperatures, windstorm and/or tornado, earthquake or flood, resulting in the reduction or loss of productivity on critical path activities; (vi) explosion; and (vii) war, invasion, civil commotion, embargo, terrorist attacks, riots or public insurrection, condemnation.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed in multiple originals, effective the date first set forth above.

**REINVESTMENT ZONE NUMBER TWO, CITY OF MISSOURI CITY**

\_\_\_\_\_  
Frank Hester, Chairperson

Attest:

\_\_\_\_\_  
Secretary

**MISSOURI CITY DEVELOPMENT AUTHORITY**

\_\_\_\_\_  
Yolanda Ford, President

Attest:

\_\_\_\_\_  
Anthony Maroulis, Secretary

**A-S 151 NWCFort Bend Pkwy-Hwy 6, L.P.,**  
a Texas limited partnership

By: A-S 151, L.C.,  
A Texas limited liability company,  
Its general partner

By: \_\_\_\_\_  
Steven D. Alvis  
Manager

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

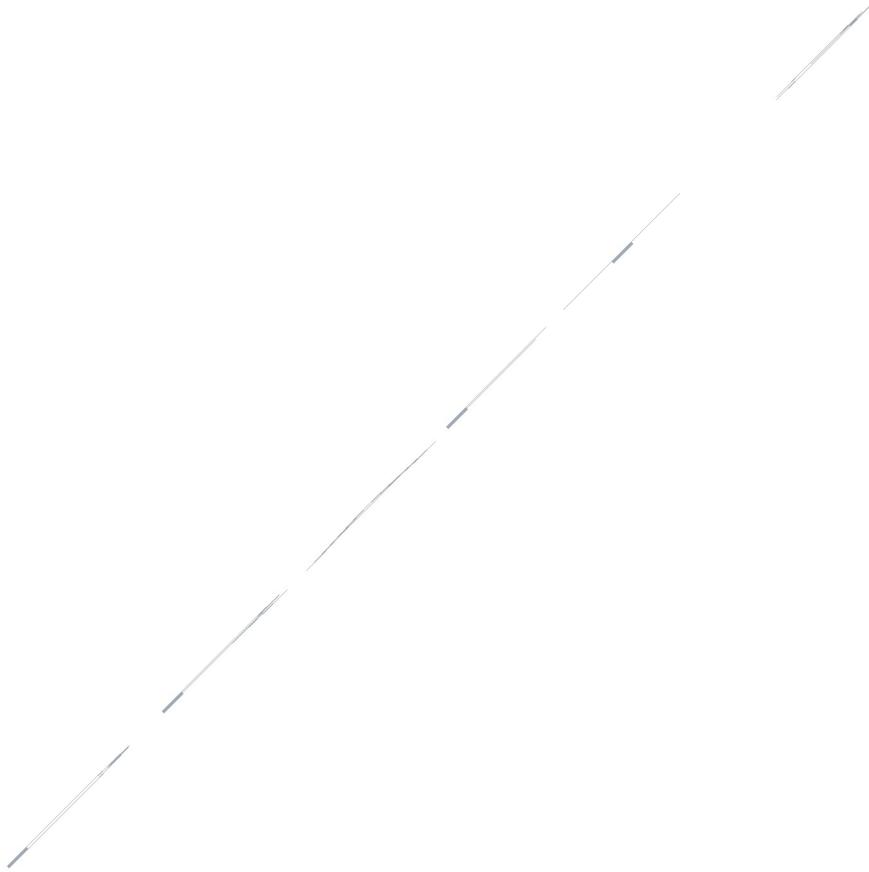
APPROVED AS TO FORM:

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

**EXHIBIT A**  
**THE PROPERTY**



**EXHIBIT B  
ECONOMIC DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF MISSOURI CITY, TEXAS  
AND  
A-S 151 NWC FORT BEND PKWY-HWY 6, L.P.**

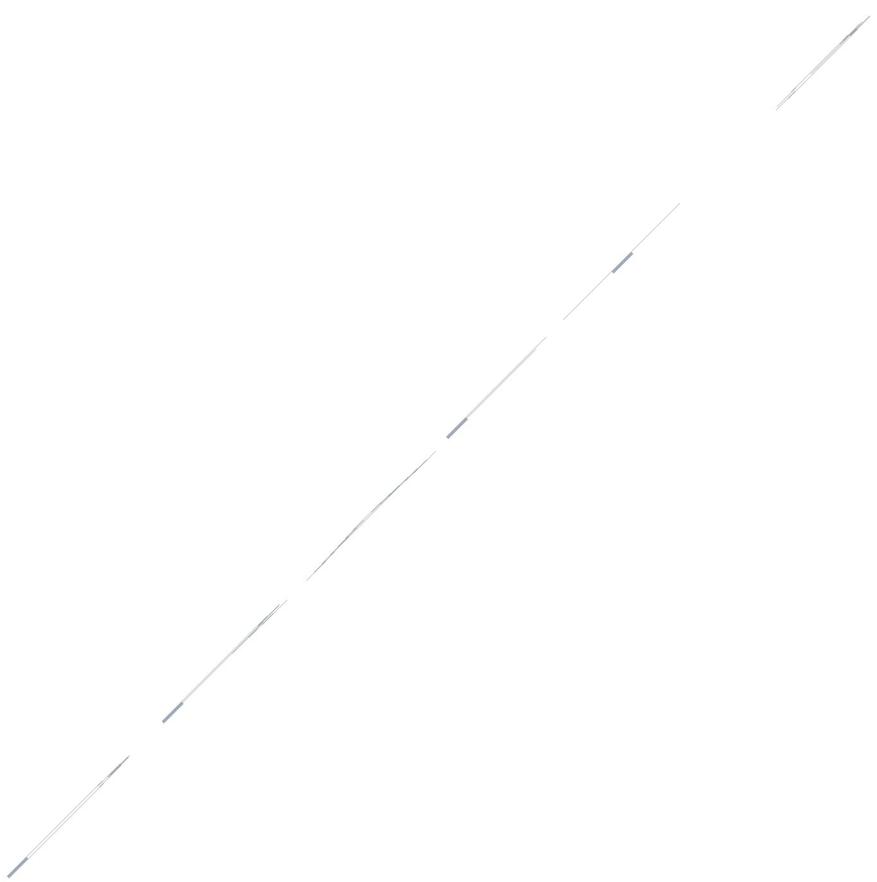


**EXHIBIT C**

**The Fort Bend Parkway – Hwy 6 Theater and Retail Center  
Development Project**



**EXHIBIT D**  
**THE THEATER**



## **EXHIBIT A**

### **Tract One**

All of that 41.9188 acre tract in Special Warranty Deed as recorded under Fort Bend County Clerk File No. 2019-027459 of Fort Bend County Deed Records, more particularly described as all of Parkway Plaza Shopping Center, a subdivision in Fort Bend County according to the map or plat thereof, recorded under Plat No. 20060251 of the Plat Records of Fort Bend County, Texas.

### **Tract Two**

All of that 1.0126 acre tract in Special Warranty Deed as recorded under Fort Bend County Clerk File No. 2019-036560 of Fort Bend County Deed Records.





**ECONOMIC DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF MISSOURI CITY, TEXAS  
AND  
A-S 151 NWC FORT BEND PKWY-HWY 6, L.P**

**THIS ECONOMIC DEVELOPMENT AGREEMENT** (the "Agreement") by and between the City of Missouri City, Texas, a Texas home-rule municipal corporation ( the "City") and A-S 151 NWC Fort Bend Pkwy-Hwy 6, L.P., a Texas limited partnership, or its successor or assign ("Developer"), (collectively referred to as the "Parties") is entered into on this 20<sup>th</sup> day of August, 2019 (the "Effective Date").

**RECITALS**

**WHEREAS**, pursuant to Chapter 380 of the Texas Local Government Code, the City Council of the City adopted Ordinance No. O-15-01 establishing a program to promote economic development as more fully described therein (the "Economic Development Program"); and

**WHEREAS**, the Developer is the owner or will be the owner of an approximately 43 acre tract in the City, as shown on Exhibit "A" (the "Property"); and

**WHEREAS**, Developer intends to develop the Property into approximately 250,000 square feet of development on the Property; and

**WHEREAS**, the Property is currently located in Missouri City Public Improvement District No. 2 ("PID #2") and the City of Missouri City Tax Increment Reinvestment Zone No. 2 ("TIRZ #2"); and

**WHEREAS**, to encourage economic development on and near the Property, Developer intends to advance the cost of and manage the design and construction of a first-class theater of not less than 45,000 square feet on the Property (the "Improvements," hereinafter defined)(the Improvements and the remaining development on the Property will constitute the "Project"); and

**WHEREAS**, the Project will consist of new entertainment, commercial, and retail development, including a nationally known theater anchor which will bring highly desirable retail and restaurant tenants to the City and Fort Bend County (the "County"); and

**WHEREAS**, the Project, when complete, will benefit the City and the County through an increase in the tax base, both property taxes and sales taxes, and encouraging in economic development in the City and the County; and

**WHEREAS**, the City Council of the City has determined that the Developer's application for economic development incentive funds is consistent with the Economic Development Program and that the Project would not likely go forward in the manner best anticipated to promote economic development within the City without the aid of funds from the City under the Economic Development Program; and

**WHEREAS**, the City has agreed to provide incentives and financial assistance to the Developer to encourage and promote the development of the Project; and

**WHEREAS**, the Developer has agreed, in exchange and as consideration for the benefits described herein to satisfy and comply with certain terms and conditions; and

**WHEREAS**, the Parties agree that the provisions of this Agreement substantially advance a legitimate interest of the City, and are entered into for the purpose of enhancing and stimulating business and commercial activity in the City, and promoting economic development in the City; and

**WHEREAS**, the City and the Developers wish to set out the terms and conditions, as applicable to both parties, under the Economic Development Program, as more fully set out herein; now, therefore,

For and in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Developer agree as follows:

## **ARTICLE 1 DEFINITIONS**

The terms defined in the preamble hereto shall have the meanings provided for them therein. The following capitalized terms shall have the meanings provided below, unless otherwise defined or the context clearly requires otherwise. For the purposes of this Agreement the words "shall" and "will" are mandatory, and the word "may" is permissive.

"City Sales Tax Revenue" means 50% of the actual annual sales and use tax revenue received by the City derived from the City's 1.0 % of sales and use taxes assessed on sales attributable to the Project.

"Commencement Date" means the date upon which the first Certificate of Occupancy is issued on the Property.

"Effective Date" means the date upon which this Agreement is adopted and

approved by the City.

"Improvements" means the design and construction of the first-class theater of not less than 45,000 square feet, as specifically described and depicted on **Exhibit B**, attached hereto and made a part hereof for all purposes.

"Payment" means the payment by the City and TIRZ #2 to Developer, in accordance with this Agreement, as further described in Article 4.

"Project" shall mean the Improvements and the proposed development over the approximately 250,000 square feet on the Property;

"Property" means that property more particularly described on **Exhibit A** attached hereto and made a part hereof for all purposes.

"Substantially Completed" or "Substantially Complete" means the date after which the Improvements are substantially complete with the exception of minor punch list items, as evidenced by a certificate of substantial completion from Developer's general contractor.

## **ARTICLE 2 REPRESENTATIONS**

2.1 Representations of the Developer. The Developer hereby represents that:

(a) It is duly authorized, created and existing in good standing under the laws of the State of Texas and is duly qualified and authorized to transact business as described in this Agreement in the State of Texas and to carry out its obligations described in this Agreement.

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

(c) This Agreement has been duly authorized, executed and delivered by the Developer and, constitutes a legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

(d) The execution, delivery and performance of this Agreement by the Developer does not require the consent or approval of any person which has not been

obtained.

2.2 Representations of the City. The City hereby represents that:

(a) The City is duly authorized, created and existing under the laws of the State of Texas and is duly qualified and authorized to carry out the governmental functions and operations as contemplated by this Agreement and to carry out its obligations described in this Agreement.

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

(c) This Agreement has been duly authorized, executed and delivered by the City and, constitutes a legal, valid and binding obligation of the City, enforceable in accordance with its terms.

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

2.3 No partnership or agency created. Each party agrees and represents that the City and the Developer are not agents, partners or venturers of the other with respect to the Improvements, and that nothing in this Agreement shall be construed to create any such relationship.

### ARTICLE 3 THE IMPROVEMENTS

3.1 Description of the Improvements. The Improvements are described in **Exhibit B** attached hereto.

3.2 Commencement of Improvements. If the Developer has not commenced construction of the Improvements within sixty (60) months of the date of this Agreement (subject to extension for force majeure pursuant to Section 6.15), either party may terminate this Agreement upon written notice to the other party, after which this Agreement shall be of no further force and effect, and neither party shall have any liabilities or obligations whatsoever to the other party.

3.3 Completion of the Improvements. The Developer hereby agrees to commence the design, permitting, and construction of the Improvements and proceed

to completion thereof in accordance with this Agreement and the City's Infrastructure Code and Design Manual. Without limitation, the Developer agrees to cause its general contractor to comply with all applicable codes, permits and regulations of any governmental authority having jurisdiction over the Improvements, including the City. Developer further agrees to follow and comply with all standard City processes for a capital improvement project or a major construction improvement project, as outlined in a pre-development meeting to be held with the City. After the approval of this Agreement, the Developer shall advertise, receive, open, award and manage all contracts for the Improvements in compliance with all laws and regulations regarding the bidding and construction of public improvements applicable to similar infrastructure constructed by the City, including, without limitation, any applicable requirement relating to payment bonds, performance bonds and maintenance bonds.

#### **ARTICLE 4 ADDITIONAL COMMITMENTS AND DEVELOPER PAYMENT**

##### **4.1 Additional Developer Commitments.**

(a) In consideration of the City agreeing to grant the Developer the Payment in accordance with the terms of this Agreement, the Developer shall Substantially Complete the Improvements; and

(b) Though the remaining development on the Project (excluding the Improvements) will occur based upon market demands, Developer will use reasonable efforts to develop a high quality new entertainment, commercial, and retail development on the Property.

(c) Failure to meet the requirements or a portion of the requirements of Section 4.1(a) will invalidate this Agreement.

(d) The Developer shall not seek reimbursement or payment for any costs attributable to the Project other than from the City and TIRZ 2 and in the manner specified in Section 4.3 (a) and (b) hereof; and from the Missouri City Municipal Management District #2 ("MMD #2") in the manner as provided in Section 4.7 hereof.

##### **4.2 City Commitments.**

(a) At such time as Developer notifies the City that the Improvements have been Substantially Completed and that the terms of this Agreement have been complied with, the City shall hire a certified public accountant, the reasonable costs of which shall be borne by the Developer, to calculate the amount due to the Developer and shall prepare and submit a report to the City certifying the amount due the Developer for the Payment. Such report shall be approved by the City at the earliest practicable time, but not later than ninety (90) days after submission by the Developer of the records required therefor.

(b) Provided that Developer complies with the terms of this Agreement, within ninety (90) days after the City receives a written request for payment from the Developer and the City is in receipt of funds allocated to fund the Project, the City agrees to pay Developer the Payment, as limited by Sections 4.3 and 4.4 below.

4.3 Payment. The Developer shall be paid by the City and TIRZ #2 through a combination of City Sales Tax Revenue and TIRZ #2 revenues in an aggregate amount not to exceed \$4,000,000, as provided below:

- (a) City Sales Tax Revenue. The City will make payments to the Developer calculated to be an amount equal to fifty percent (50%) of the City receipts of City Sales Tax Collected at the Project. Such payment shall be paid in quarterly installments beginning in the first quarter of the City's fiscal year after the first issuance of a Certificate of Occupancy by the City for the first tenant that opens in the Project (the "Commencement Date"). The City Sales Taxes Collected at the Project is defined in Article 1 hereof.
- (b) TIRZ #2 Funds. All property tax increment accruing or generated from the Project shall be defined as the Tax Increment. The City shall use reasonable efforts to contribute the entirety of the Tax Increment to the Project collected above the base value in TIRZ #2 to fund the Payment, and both the City and the County will participate in such contributions. The City shall create an account solely dedicated to the Tax Increment (the "Tax Increment Fund"). The City shall deposit all Tax Increment into the Tax Increment Fund. The Developer will use all commercially reasonable efforts to provide the City on an annual basis (by February 1 of each year) with a list of tax accounts that comprise the Project. The Developer is entitled to payment herein from TIRZ # 2 only from the Tax Increment collected in Tax Increment Fund. The City will make such payments on a semi-annual basis (each March 1 and September 1) until the Payment is paid in full.

4.4 Tenant Relocation. Other than Petco, if a tenant currently located in the City closes its operating location to relocate into the Property, the income received from the new location (property taxes and sales and use taxes) of such tenant will not be considered for purposes of this Agreement until the newly vacant space is filled. If such space becomes vacant at any time during the duration of the agreement, the income from the new location will not be included in the calculation of available revenue for paying the Developer. However, nothing would preclude the tenant from having two locations within the City.

4.5 Payment Limitation. The Payment shall not exceed \$4,000,000, and shall

be paid by a combination of City Sales Tax Revenue and Tax Increment attributable to the Project for the earlier of fifteen (15) years from the Commencement Date, or the termination of TIRZ 2. The City shall not be obligated to pay the Payment from City ad valorem taxes or other City revenues (not including payments from TIRZ #2) or until the sales and use taxes collected at the Project are actually collected by the State and paid to City.

4.6 Amended Project Plan and Plan of Finance. The City agrees to prepare and approve an amended Project Plan and Plan of Finance for TIRZ #2 (the "Amended Project Plan and Plan of Finance"). The City agrees to use commercially reasonable efforts to mutually agree to an Amended Project Plan and Plan of Finance that is consistent with the terms of this Amendment, and the Parties agree that their approval of an Amended Project Plan and Plan of Finance shall not be unreasonably delayed or withheld.

4.7 Property Annexation. The Developer will petition to annex the Property into Missouri City Municipal Management District #2 ("MMD #2"), in return for payment of approximately \$2,500,000 from MMD #2 related to the Project, and Developer will enter into a separate payment agreement with MMD #2. The City agrees to consider such annexation request.

4.8 TIRZ #2 Term Extension. The City agrees to use reasonable efforts to seek a twenty (20) year extension of TIRZ #2's term (which is set to expire in 2029), and will request County assistance to secure such extension. The City also agrees to use reasonable efforts to secure an extension of the County's participation in TIRZ #2 for an additional twenty (20) years.

4.9 PID #2 Assessment. The City agrees to use reasonable efforts to enter into an agreement with PID #2 to ensure there is no assessment by PID #2 on the initial cap of the Property.

4.10 Potential Additional Tract. Should Developer acquire the property comprised of approximately 43 acres that is contiguous and to the west of the Property, as described in Exhibit C (the "Potential Additional Tract"), and should Developer expand the Project onto the Potential Additional Tract, the Potential Additional Tract will be included in the definition of Property for purposes of this Agreement, and such additional development will be included in the definition of the Project and will be subject to the all payments, obligations, terms, and conditions of this Agreement.

## ARTICLE 5 DEFAULT

5.1 If the Developer does not perform its obligations hereunder in substantial compliance with this Agreement, and fails to cure such performance within the time frame set forth in Section 5.6, then in addition to the other rights given the City under this Agreement, the City may require the Developer to repay the Payment.

5.2 If the City fails to timely pay the Payment in accordance with this Agreement, the Developer's sole remedy is to seek damages for such failure to pay in the amount equal to the amount due pursuant to this Agreement. The Developer shall have no other recourse against the City.

5.3 Pursuant to Chapter 2264, Texas Government Code, Developer is prohibited from knowingly employing undocumented workers as that term is defined in Section 2264.001, Texas Government Code. If Developer is convicted of a violation under 8 U.S.C. Section 1324a(f), the conviction shall be considered a default of this Agreement from which no cure provisions shall apply. In such event, City shall provide written notice to Developer of the default and this Agreement shall terminate on the 30th day after the date of the notice of default from City to Developer. In the event of termination under this paragraph, Developer shall be responsible for repaying to City the amount of all of the Payment paid under this Agreement plus interest and penalties on the paid amount at the rate provided for in the Texas Tax Code for delinquent taxes from the date of termination until repaid in full. Such repayment is due not later than the 120th day after the date the City notifies the Developer of the violation.

5.4 Pursuant to Section 2270.002, Texas Government Code, the City may not enter into a contract for goods or services unless the contract contains a written verification that the contracting party: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. By executing this Agreement, Developer verifies that Developer does not boycott Israel and will not boycott Israel during the term of this Agreement.

5.5 Pursuant to Section 2252.152, Texas Government Code, Developer warrants, represents, and agrees that Developer is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts as a company that engages in business with Sudan, Iran or a foreign terrorist organization.

5.6 The party alleging default shall provide written notice to the other party of such default, and the defaulting party shall have 30 days to remedy the default. If such default is not cured within the time period set forth above, either party may terminate this Agreement by providing written notice thereof to the other party.

**ARTICLE 6  
GENERAL**

6.1 Audits. Developer shall provide all information and execute all documents, waivers, releases, and consents reasonably required to allow the City to obtain information necessary to calculate the Payment. If necessary, and upon City's written request, Developer shall provide City copies of pertinent portions of Developer's information necessary to audit, confirm, and verify Developer's payments germane to the Payment.

6.2 Developer operations and employees. All personnel supplied or used by the Developer in the performance of this Agreement or with respect to the Improvements shall be deemed contractors or subcontractors of the Developer and will not be considered employees, agents, contractors or subcontractors of the City for any purpose whatsoever. The Developer shall be solely responsible for the compensation of all such contractors and subcontractors.

6.3 Indemnity. It is understood and agreed between the parties that Developer, in performing its obligations hereunder, is acting independently, and City assumes no responsibilities or liabilities in connection therewith to third parties. DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY FROM ANY AND ALL CLAIMS, SUITS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER TO THE EXTENT ARISING OUT OF DEVELOPER'S BREACH OF ITS OBLIGATIONS HEREUNDER. DEVELOPER'S INDEMNIFICATION OBLIGATIONS INCLUDE THE PAYMENT OF REASONABLE ATTORNEYS' FEES AND EXPENSES INCURRED IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, AND CAUSES OF ACTION. DEVELOPER SHALL BE RESPONSIBLE FOR ALL REASONABLE FEES INCURRED BY CITY IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, OR CAUSES OF ACTION. NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED TO PROHIBIT CITY FROM ENGAGING REPRESENTATION OF ANY SUCH CLAIM, SUIT OR CAUSE OF ACTION AND DEVELOPER SHALL BE RESPONSIBLE FOR ANY SUCH REASONABLE COSTS AND OR FEES SO INCURRED.

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

The Developer:

A-S 151 NWC Fort Bend Pkwy-Hwy 6, L.P.  
8827 W. Sam Houston Pkwy N., Suite 200  
Houston, TX 77040

With a copy to:

Allen Boone Humphries Robinson  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027  
Attn: Stephen M. Robinson  
Email: srobinson@abhr.com

The City:

City of Missouri City, Texas  
1522 Texas Parkway  
Missouri City, Texas 77489  
Attention: City Manager  
Email: BAtkinson@missouricitytx.gov

Each party may change its address by written notice in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given three (3) days after such communication is mailed, any notice so sent by electronic transmission shall be deemed to be given upon delivery of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when received for, or actually received by the other party.

6.5 Amendments and waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the Developer and the City. No course of dealing on the part of the parties, nor any failure or delay by one or more of the parties, with respect to exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, except as otherwise provided in this section.

6.6 Invalidity. If any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, except to the extent of a complete failure of consideration.

6.7 Successors and assigns. All covenants and agreements contained by or on behalf of a party in this Agreement shall bind its successors and assigns and shall inure to the benefit of the other party, its successors and assigns. The parties may assign their rights and obligations under this Agreement or any interest herein, only with the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed, and any assignment without such prior written consent, including an assignment by operation of law, is void and of no effect. This Agreement and the provisions of this paragraph do not apply, inure to the benefit of, or have any binding effect on third parties not a party to this Agreement.

6.8 Singular and plural: gender. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa. Likewise, any masculine references shall include the feminine, and vice versa.

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

6.10 Construction and Venue. This Agreement shall be governed by the laws of the State of Texas, without regard to its conflict of laws provisions, with venue in Fort Bend County, Texas, and Developer hereby consents to such jurisdiction and venue.

6.11 Entire Agreement. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITEN ORAL AGREEMENTS BETWEEN THE PARTIES.

6.12 Term. The term of this Agreement shall begin on January 1 of the year following Commencement Date, and shall be effective for fifteen (15) years following the Commencement Date (the "Term"). By way of example, if the first Certificate of Occupancy on the Property is issued in 2019, the Term shall commence on January 1, 2020 and shall expire on the earlier of January 1, 2035, or termination of TIRZ 2. However, should the Commencement Date not occur within five (5) years following the Agreement's Effective Date, the Agreement shall automatically terminate.

6.13 Time of the essence. Time is of the essence with respect to the obligations of the parties to this Agreement.

6.14 Further assurances. Each party hereby agrees that it will take all actions and execute all documents reasonably necessary to fully carry out the purposes and intent of this Agreement.

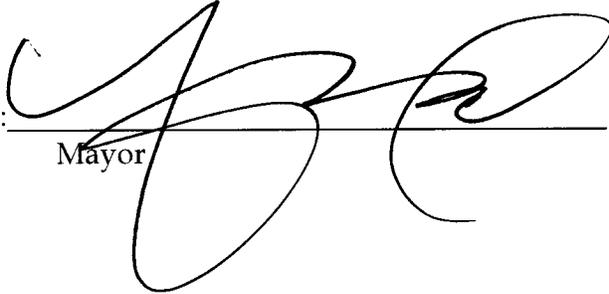
6.15 Force Majeure. If any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, is suspended during the continuance of the force majeure. The term "force majeure," means: (i) strikes and picketing (except to the extent involving a labor issue at the site caused by the party seeking force majeure); (ii) sabotage; (iii) acts of God; (iv) fire or other unavoidable casualties; (v) adverse weather conditions or weather delays (beyond the working day) resulting from excessive rain or snow, ice, sleet, frost, cold (or hot) temperatures, windstorm and/or tornado, earthquake or flood delays due to inclement weather which exceed the number of delay days in the schedule for such excessive rain or snow, ice, sleet, frost, cold (or hot) temperatures, windstorm and/or tornado, earthquake or flood, resulting in the reduction or loss of productivity on critical path activities; (vi) explosion; (vii) war, invasion, civil commotion, embargo, terrorist attacks, riots or public insurrection, condemnation; (viii) delays caused by any act or failure to act by any governmental authority, including delays in the issuance of permits, licenses, and approvals required for the Improvements (unless the delay in the issuance of the preceding items was due to Developer's contractor not filing for the items in a timely manner); (ix) regional, local, or national labor disputes; national or regional shortages and/or unavailability of materials; and (x) vandalism and malicious mischief.

[EXECUTION PAGE FOLLOWS]

#### **Exhibits**

- Exhibit A** – Property Description
- Exhibit B** – Improvements
- Exhibit C** – Potential Additional Tract

CITY OF MISSOURI CITY, TEXAS

By:   
Mayor

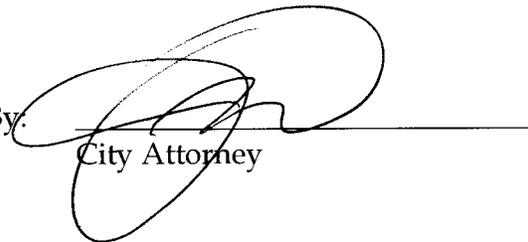
ATTEST:

By:   
City Secretary



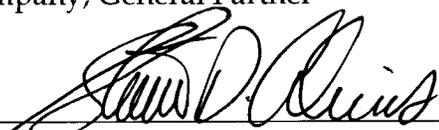
(SEAL)

APPROVED AS TO FORM:

By:   
City Attorney

A-S 151 NWC FORT BEND PKWY-HWY 6, L.P.,  
a Texas limited partnership

By: A-S 151, L.C., a Texas limited liability  
company, General Partner

By: 

Name: Steven D. Alvis

Title: Manager

## **EXHIBIT A**

### **Tract One**

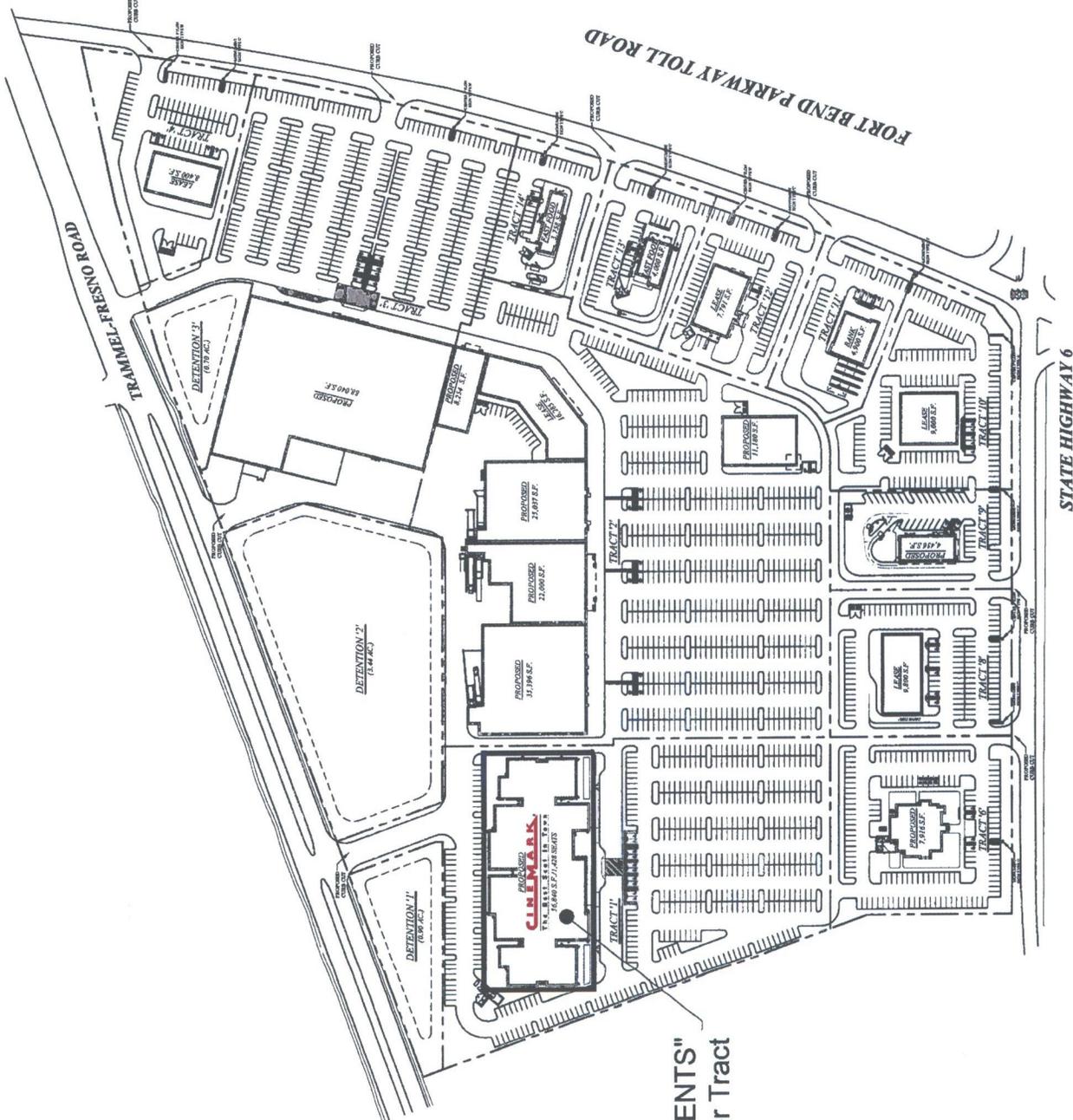
All of that 41.9188 acre tract in Special Warranty Deed as recorded under Fort Bend County Clerk File No. 2019-027459 of Fort Bend County Deed Records, more particularly described as all of Parkway Plaza Shopping Center, a subdivision in Fort Bend County according to the map or plat thereof, recorded under Plat No. 20060251 of the Plat Records of Fort Bend County, Texas.

### **Tract Two**

All of that 1.0126 acre tract in Special Warranty Deed as recorded under Fort Bend County Clerk File No. 2019-036560 of Fort Bend County Deed Records.





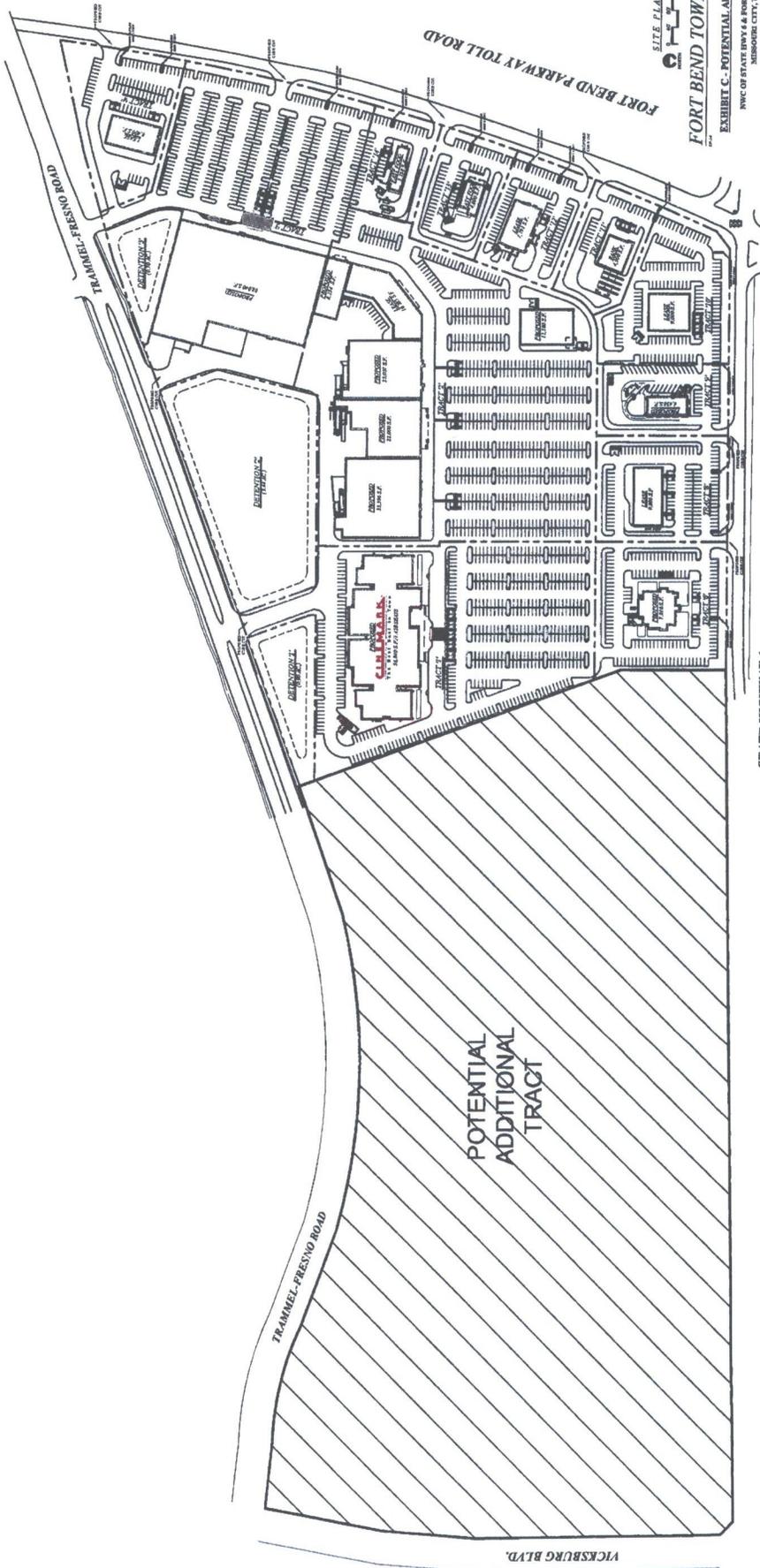


"IMPROVEMENTS"  
 Theater Tract



**FORT BEND TOWN CENTER II**

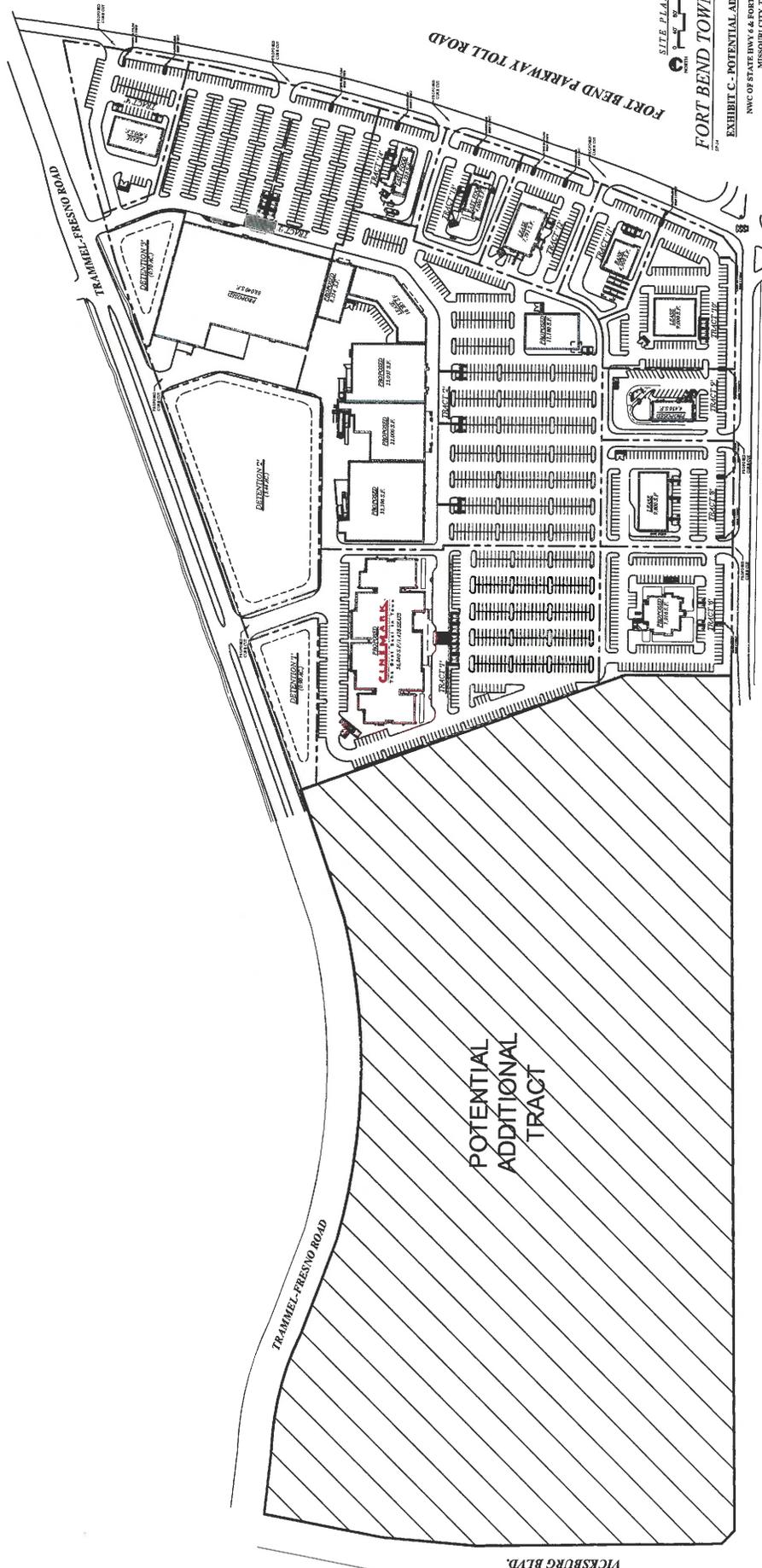
EXHIBIT B - CONCEPTUAL SITE PLAN  
 NWC OF STATE HWY 6 & FORT BEND PARKWAY  
 MISSOURI CITY, TEXAS



SITE PLAN  
 FORT BEND TOWN CENTER II  
 EXHIBIT C - POTENTIAL ADDITIONAL TRACT  
 NYC OF STATE HWY 6 & FORT BEND PARKWAY  
 MEMORIE CITY, TEXAS

STATE HIGHWAY 6

VICKSBURG BLVD.



SITE PLAN

**FORT BEND TOWN CENTER II**

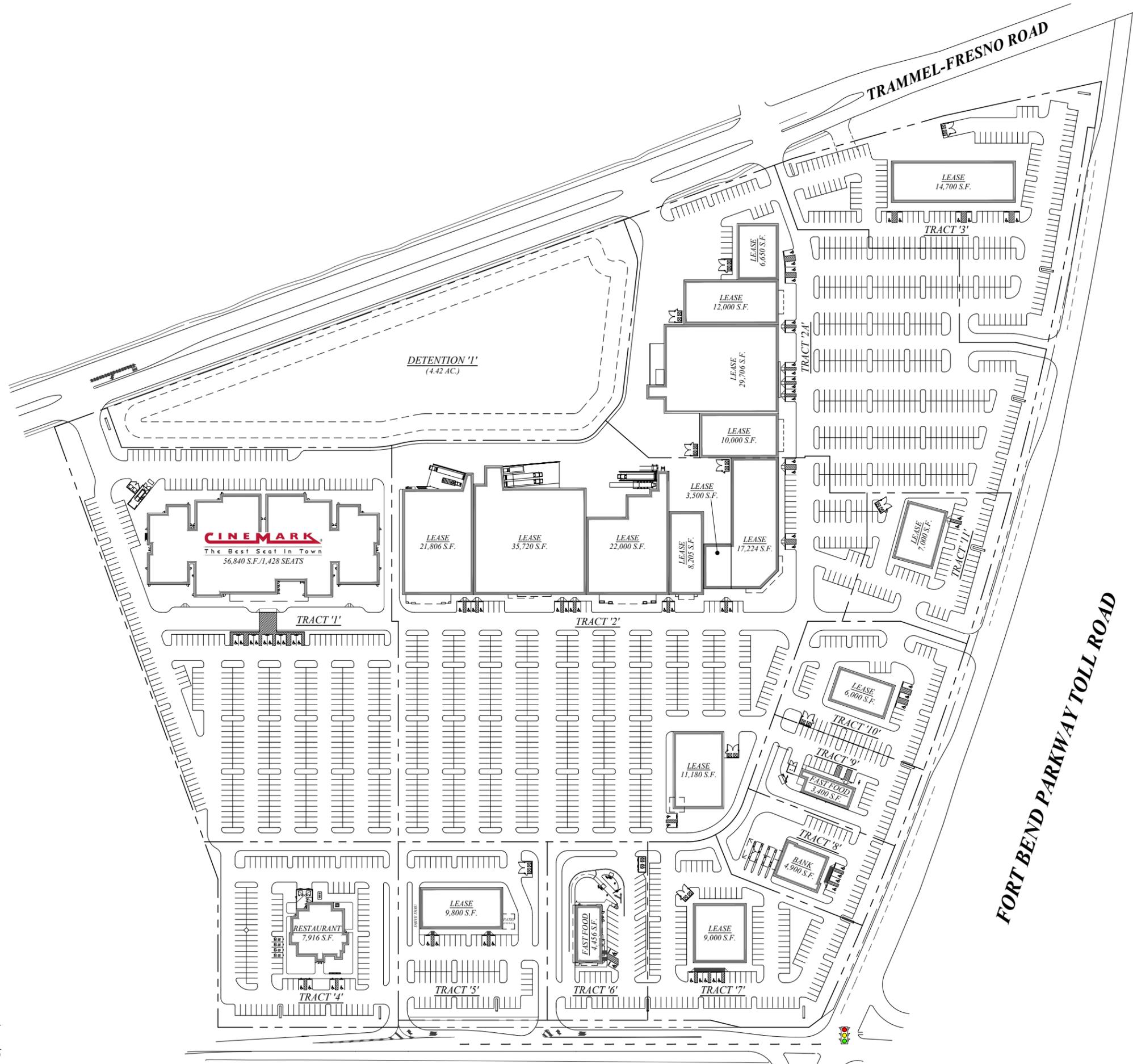
EXHIBIT C - POTENTIAL ADDITIONAL TRACT

NW 1/4 OF STATE HWY 6 & FORT BEND PARKWAY  
MISSOURI CITY, TEXAS

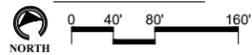
STATE HIGHWAY 6

VICKSBURG BLVD.





SITE PLAN



**FORT BEND TOWN CENTER II**

SP-67

151

06.09.20

**PRELIMINARY STUDY**

NWC OF STATE HWY 6 & FORT BEND PARKWAY  
MISSOURI CITY, TEXAS

**STATE HIGHWAY 6**

**ORDINANCE NO. O-08-47**

**AN ORDINANCE APPROVING THE FIRST AMENDED AND RESTATED PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR REINVESTMENT ZONE NUMBER TWO, CITY OF MISSOURI CITY, TEXAS; AUTHORIZING THE CITY SECRETARY TO DISTRIBUTE SUCH PLANS; CONTAINING FINDINGS AND PROVISIONS RELATED TO THE FOREGOING SUBJECT; AND PROVIDING FOR SEVERABILITY**

\* \* \* \* \*

**WHEREAS**, the City Council of the City of Missouri City ("City") pursuant to the provisions of Chapter 311, Texas Tax Code, created Reinvestment Zone Number Two, City of Missouri City, Texas, (the "Zone"); and

**WHEREAS**, the Board of Directors of the Zone has adopted and recommended, and the City has approved, the Project Plan and Reinvestment Zone Financing Plan (the "Plan") for the Zone; and

**WHEREAS**, Chapter 311 of the Texas Tax Code authorizes the enlargement of the Zone and amendments to the Plan; and

**WHEREAS**, the Board of Directors of the Zone considered and adopted a The First Amended and Restated Project Plan and Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number Two (the "Amended Plan") that reflects the enlargement of the Zone, and recommended the Amended Plan for approval by City Council; and

**WHEREAS**, the City enlarged the boundaries of the existing reinvestment zone pursuant to Section 311.007, Texas Tax Code; and

**WHEREAS**, after public notice thereof was given in accordance with the law, the City Council conducted a public hearing on August 4, 2008, on the proposed Amendment, at which property owners and other interested persons were allowed to speak; and

**WHEREAS**, evidence was received and presented at the public hearing in favor of the Amended Plan; now, therefore,

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

**Section 1.** The findings and recitals contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are adopted as part of this Ordinance for all purposes.

**Section 2.** The Plan is hereby amended to reflect the Amended Plan shown as Exhibit A attached hereto. The Amended Plan is determined to be feasible and is

approved. The appropriate officials of the City are authorized to take all steps reasonably necessary to implement the Amended Plan.

**Section 3.** The City Secretary is directed to provide copies of the Amended Plan to each taxing unit levying ad valorem taxes in the Zone.

**Section 4.** If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason be held to be unconstitutional, void or invalid, the validity of the remaining provisions of this Ordinance shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionally, voidness or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

**Section 5.** The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall for the time required by law preceding this meeting, as required by the Open Meetings Law, TEX. GOV'T CODE ANN., Ch. 551; and that this meeting was open to the public as required by law at all times during which this Ordinance and the subject matter thereof was discussed, considered and acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

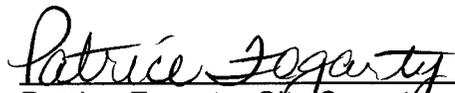
PASSED and APPROVED on first reading this \_\_\_4th\_\_\_ day of \_\_\_August\_\_\_, 2008.

PASSED, APPROVED and APPROVED on second and final reading this \_\_\_18th\_\_\_ day of \_\_\_August\_\_\_, 2008.

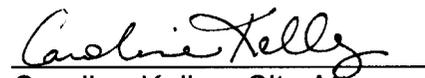


Allen Owen, Mayor

ATTEST:

  
Patrice Fogarty, City Secretary

APPROVED AS TO FORM:

  
Caroline Kelley, City Attorney

**TAX INCREMENT REINVESTMENT ZONE NUMBER TWO,  
MISSOURI CITY, TEXAS**

**FIRST AMENDED AND RESTATED PROJECT PLAN  
AND  
REINVESTMENT ZONE FINANCING PLAN**

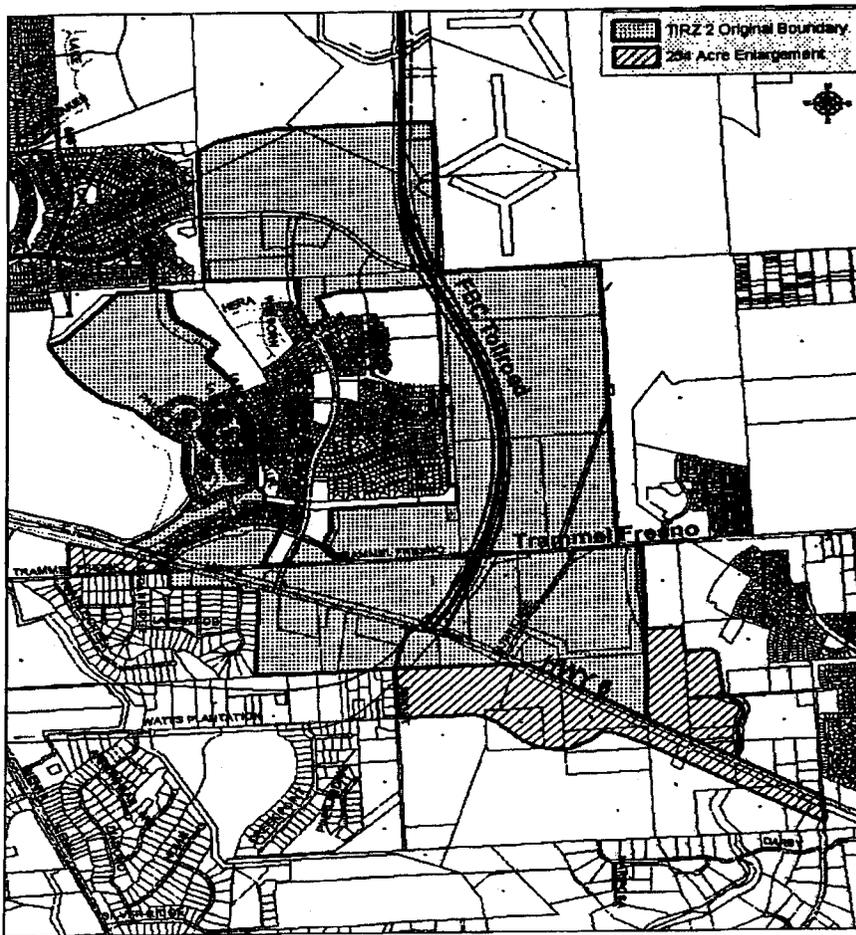
**MAY 15, 2006**

**Prepared by:  
Hawes Hill Calderon, LLP  
Staff of the City of Missouri City**

## Executive Summary

This First Amended and Restated Project Plan and Reinvestment Zone Financing Plan (the "Plan") has been prepared in order to address the recent enlargement of Reinvestment Zone Number Two, City of Missouri City (the "Zone") by the City of Missouri City.

The purpose of the enlargement was to include land that was intended to be in the Zone, but was determined not to be within the City of Missouri City. This area was subsequently annexed by the City and the Zone. The Zone has also been enlarged to take in areas slated for future commercial development along State Highway 6 in order to assist those areas with public infrastructure costs.



The current plan adopted in 1999 is contained in whole within this amended plan. The language inserted to address the enlargement areas is in bold in order to emphasize the plan additions.

The Zone is a 30 year Zone that will terminate in 2029. The City of Missouri City participates at 100% of its tax rate for the full term of the Zone, and Fort Bend County participates at 100% until 2013, and then 50% of its tax rate until termination in 2029. The Fort Bend Independent School District does not currently participate in the Zone, but FBISD has been included in the plan should it desire to participate in the future.

It will be requested that Fort Bend County consider amending the current interlocal agreement for participation in the Zone to take in the new enlargement areas at its current participation rate. The financial schedules at the back of the Plan that address the new enlargement areas show the estimated amount of County contribution to the project costs.

## PROJECT PLAN

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### OVERVIEW

The City of Missouri City created Tax Increment Reinvestment Zone Number Two (Vicksburg Reinvestment Zone - the "Zone"). This document constitutes the Project Plan and Reinvestment Zone Financing Plan as required by Chapter 311, Texas Tax Code. The purpose of the Zone is to provide for the design and construction of regional water, wastewater, drainage facilities and other specific project costs in order to facilitate the development of new residential and commercial properties where such infrastructure is absent and where residential and commercial development would not occur "but for" the creation of such a zone.

Based on the City's analysis, the Zone meets the criteria for designation as a Tax Increment Reinvestment Zone, under Chapter 311, Texas Tax Code. Use of a Zone for the Vicksburg project will help to level the playing field with ETJ MUDs and will encourage in-fill growth within the City's fringe areas, for the reasons listed below:

- If the City fails to provide alternative infrastructure financing, it will continue to lose growth in the tax base it would otherwise enjoy
- is predominantly vacant and open property and is void of any substantial supporting infrastructure that would support development in the area

The property in the Zone will not reach its highest and best use because of the above prevailing conditions. The City believes that a private/public partnership is necessary because development in the Zone will not occur through private investment in the reasonably foreseeable future.

Creation of the Zone would accommodate and promote long-term comprehensive and regional infrastructure planning that will affect a much larger area than property located within the Zone.

In addition, the Zone can assist the city to promote and affect long-term comprehensive regional urban/land planning. This master plan concept would facilitate a higher and better use of the land through planned development resulting in higher property values and higher tax revenues on an accelerated basis.

### **\*OVERVIEW (NEW ENLARGEMENT AREA)**

The City of Missouri City enlarged the Zone in 2004 by Ordinance 0-04-46 and in 2005 by Ordinance 0-05-39 in accordance with Chapter 311, Texas Tax Code. The purpose of the enlargement was to include land that was previously believed to be within the City and Zone, and to include additional land along the south side of State Highway 6 in order to effect commercial development of the area.

**MAPS SHOWING EXISTING USES AND CONDITIONS OF REAL PROPERTY IN THE ZONE AND SHOWING PROPOSED IMPROVEMENTS TO AND PROPOSED USES OF THE PROPERTY**

**Existing Uses and Conditions**

The Zone includes 2,158 acres. The Zone is predominantly vacant and open property and is void of any substantial supporting infrastructure that would support development in the area.

The boundaries of the Zone are shown on the attached map. The Zone encompasses the north and south sides of Highway 6, with a majority of the land being on the north side. The Zone also encompasses land that is planned for the proposed Fort Bend Toll Road. Map 1 shows the boundaries of the Zone. Map 2 shows the existing uses and conditions of the property located within the Zone. Map 3 shows the proposed land uses within the Zone and Map 4 shows the proposed public improvements to the property within the Zone.

**\*Existing Uses and Conditions (NEW ENLARGEMENT AREA)**

The enlargement area contains 254 acres. The enlargement area is predominantly vacant and open property and is void of any substantial supporting infrastructure that would support development in the area.

Map 1.A. shows the current boundaries of the Zone. The enlargement area is detailed in Map 2.A. Map 3.A. shows the current land use of the property within the Zone. Map 4.A. shows the proposed land uses within the Zone.

**1. PROPOSED CHANGES OF ZONING ORDINANCES, THE MASTER PLAN OF THE CITY, BUILDING CODES, AND OTHER MUNICIPAL ORDINANCES**

All construction will be done in conformance with existing building code regulations of the City of Missouri City. There are no proposed changes of any city ordinance, master plan, or building codes.

**\*1.A. PROPOSED CHANGES OF ZONING ORDINANCES, THE MASTER PLAN OF THE CITY, BUILDING CODES, AND OTHER MUNICIPAL ORDINANCES (NEW ENLARGEMENT AREA)**

All construction will be done in conformance with existing building code regulations of the City of Missouri City. There are no proposed changes of any city ordinance, master plan, or building codes.

**2. LIST OF ESTIMATED NON-PROJECT COST ITEMS**

Zone non-project costs include those development items that will be funded by a Public Improvement District (PID) and the Developer for which no tax increment reimbursement is

expected. These non-project development items and their associated costs are shown in Table A.

Table A  
Non-Project Costs

Non-Project Items	Estimated Cost
<b>PID COSTS</b>	
Water, Wastewater, Storm Sewer	\$18,400,000
Detention	2,600,000
Public Entryways	600,000
Landscape/Streetscape	750,000
Sub-total PID Costs	\$22,350,000
<b>Developers</b>	
Street Paving	\$ 7,360,000
Development Costs	920,000
Design & Contingency	1,840,000
Fees	650,000
Sub-total Developer Costs	\$10,770,000
<b>Total Non-Project Costs</b>	<b>\$33,120,000</b>

**\*2.A. LIST OF ESTIMATED NON-PROJECT COST ITEMS (NEW ENLARGEMENT AREA)**

Zone non-project costs include those development items that will be funded by a Public Improvement District (PID) and the Developer for which no tax increment reimbursement is expected. These non-project development items and their associated costs are shown in Table A.1.

Table A.1  
Non-Project Costs

Non-Project Items	Estimated Cost
<b>PID COSTS</b>	
Water, Wastewater, Storm Sewer, Detention	\$6,080,000
Engineering and Contingency	1,216,000
Capacity Charges	1,920,000
Sub-total PID Costs	\$9,216,000
<b>Developers</b>	
Street Paving	\$5,120,000
Landscaping	600,000
Design & Contingency	1,144,000
Sub-total Developer Costs	\$6,864,000
<b>Total Non-Project Costs</b>	<b>\$16,080,000</b>

**4. STATEMENT OF METHOD OF RELOCATING PERSONS TO BE DISPLACED AS A RESULT OF IMPLEMENTING THE PLAN**

The subject property is vacant and there will be no displacement of residents.

**\*4.A STATEMENT OF METHOD OF RELOCATING PERSONS TO BE DISPLACED AS A  
RESULT OF IMPLEMENTING THE PLAN (NEW ENLARGEMENT AREA)**

The subject property is vacant and there will be no displacement of residents.

## REINVESTMENT ZONE FINANCING PLAN

I. A DETAILED LIST DESCRIBING THE ESTIMATED PROJECT COSTS OF THE ZONE, INCLUDING ADMINISTRATIVE EXPENSES AND A STATEMENT LISTING THE KIND, NUMBER, AND LOCATION OF ALL PROPOSED PUBLIC WORKS OR PUBLIC IMPROVEMENTS IN THE ZONE

Table B lists the estimated project costs for the Zone. It is anticipated that Developers will advance funds for the public improvements and will be reimbursed as provided in separate agreements and other documentation between the Developers, the City, the Redevelopment Authority and the Zone.

It is anticipated that the total project costs will include financing costs associated with the projects. Line item amounts may be adjusted with approval of the Zone Board of Directors, as long as total project costs do not exceed the Financing Plan Budget.

It is anticipated that the Fort Bend Independent School District (the "District") will expend approximately \$ 106 million for education related project costs. As provided for in Chapter 311, Texas Tax Code and its participation agreement between the City, Zone and FBISD, the District may expend 56.8% of its total tax participation for the construction/reconstruction of educational facilities. Currently, the FBISD maintenance and operation tax rate is \$1.327/\$100 valuation. It is proposed that \$0.5733/\$100 valuation be used to pay for non-education project costs, while the remaining \$0.7537/\$100 valuation be used for education project costs. The District will retain that portion of its tax rate levied for debt service.

**TABLE B**  
Estimated Zone Project Costs

Non-Education Project Items	Estimated Costs
<b>Public Works To Support Business Development</b>	
Water Sewer and Drainage	\$ 9,585,000
Paving and Sidewalks	6,390,000
Street Lighting	250,000
Landscape/Streetscape	1,200,000
Related Improvements	1,742,000
Engineering Design & Contingency	2,400,000
Sub-Total	<b>\$21,567,000</b>
<b>Trammel-Fresno (Hillcroft to City Limits)</b>	
Water Sewer and Drainage	\$ 1,159,000
Paving and Sidewalks	1,357,000
Street Lighting	32,000
Landscape/Streetscape	139,000
Related Improvements	63,000
Engineering Design & Contingency	687,000

Sub-Total	\$ 3,437,000
Hillcroft Extension (To Lake Olympia Parkway)	
Water Sewer and Drainage	\$ 623,000
Paving and Sidewalks	810,000
Street Lighting	17,000
Landscape/Streetscape	74,000
Related Improvements	62,000
Engineering Design & Contingency	476,000
Sub-Total	\$ 2,062,000
Lake Olympia Parkway Extension (Village Brook to Proposed Tollway)	
Water Sewer and Drainage	\$ 775,000
Paving and Sidewalks	1,008,000
Street Lighting	22,000
Landscape/Streetscape	93,000
Related Improvements	67,000
Engineering Design & Contingency	732,000
Sub-Total	\$ 2,697,000
Business Park Road (Hillcroft to Proposed FT. Bend Tollway)	
Water Sewer and Drainage	\$ 643,000
Paving and Sidewalks	731,000
Street Lighting	18,000
Landscape/Streetscape	77,000
Related Improvements	46,000
Engineering Design & Contingency	379,000
Sub-Total	\$ 1,894,000
Connector to Highway 6	
Water Sewer and Drainage	\$ 367,000
Paving and Sidewalks	452,000
Street Lighting	10,000
Landscape/Streetscape	41,000
Related Improvements	48,000
Engineering Design & Contingency	382,000
Sub-Total	\$ 1,300,000
Other Project Costs	
Financing Costs	\$ 37,901,000
Creation and Administration Costs for the Life of the Zone	162,000
Sub-Total	\$ 38,063,000
<b>TOTAL</b>	<b>\$ 70,858,000</b>
Education Project Items	Estimated Cost
Costs associated with the construction, reconstruction, repair or renovation of educational facilities	\$ 106,009,865
<b>TOTAL</b>	<b>\$ 106,009,865</b>

**\*LA A DETAILED LIST DESCRIBING THE ESTIMATED PROJECT COSTS OF THE ZONE, INCLUDING ADMINISTRATIVE EXPENSES AND A STATEMENT LISTING THE KIND, NUMBER, AND LOCATION OF ALL PROPOSED PUBLIC WORKS OR PUBLIC IMPROVEMENTS IN THE ZONE (NEW ENLARGEMENT AREA)**

Table B.1 lists the estimated project costs for the Zone. It is anticipated that Developers will advance funds for the public improvements and will be reimbursed as provided in separate agreements and other documentation between the Developers, the City, the Redevelopment Authority and the Zone.

It is anticipated that the total project costs will include financing costs associated with the projects. Line item amounts may be adjusted with approval of the Zone Board of Directors, as long as total project costs do not exceed the Financing Plan Budget.

It is anticipated that the Fort Bend Independent School District (the "District") will expend approximately \$ 23.7 million for education related project costs. As provided for in Chapter 311, Texas Tax Code and its participation agreement between the City, Zone and FBISD, the District may expend 56.8% of its total tax participation for the construction/reconstruction of educational facilities. Currently, the FBISD maintenance and operation tax rate is \$1.5000/\$100 valuation. It is proposed that \$0.6480/\$100 valuation be used to pay for non-education project costs, while the remaining \$0.8520/\$100 valuation be used for education project costs. The District will retain that portion of its tax rate levied for debt service.

**TABLE B.1  
Estimated Zone Project Costs**

Non-Education Project Items	Estimated Cost
<b>Public Works To Support Business Development</b>	
Water Sewer and Drainage	\$2,355,612
Thoroughfare Paving	640,036
Landscape/Streetscape	250,000
Engineering Design & Contingency	649,130
Capacity Charges	1,931,338
<b>Sub-Total</b>	<b>\$5,826,116</b>
<b>Other Project Costs</b>	
Financing Costs	\$6,292,205
Creation and Administration Costs for the Life of the Zone	100,000
<b>Sub-Total</b>	<b>\$6,392,205</b>
<b>TOTAL</b>	<b>\$12,218,321</b>
<b>Education Project Items</b>	<b>Estimated Cost</b>
Costs associated with the construction, reconstruction, repair or renovation of educational facilities	\$23,729,648
<b>TOTAL</b>	<b>\$23,729,648</b>

**II. THE ESTIMATED AMOUNT OF BONDED INDEBTEDNESS TO BE INCURRED**

The estimated amount of bonded indebtedness to be incurred by the Zone, including both principal and interest, is approximately \$ 70.9 million.

**\*II.A THE ESTIMATED AMOUNT OF BONDED INDEBTEDNESS TO BE INCURRED  
(NEW ENLARGEMENT AREA)**

The estimated amount of bonded indebtedness to be incurred by the Zone, including both principal and interest, is approximately \$12.2 million.

**III. THE TIME WHEN RELATED COSTS OR MONETARY OBLIGATIONS ARE TO BE INCURRED**

The time when related costs or monetary obligations are to be incurred is a function of the availability of Zone revenues. Schedule B shows the time when Zone funds are expected to be available to pay project costs.

**\*III.A THE TIME WHEN RELATED COSTS OR MONETARY OBLIGATIONS ARE TO BE INCURRED  
(NEW ENLARGEMENT AREA)**

The time when related costs or monetary obligations are to be incurred is a function of the availability of Zone revenues. Schedule B.1 shows the time when Zone funds are expected to be available to pay project costs.

**IV. A DESCRIPTION OF THE METHODS OF FINANCING ALL ESTIMATED PROJECT COSTS AND THE EXPECTED SOURCES OF REVENUE TO FINANCE OR PAY PROJECT COSTS, INCLUDING THE PERCENTAGE OF TAX INCREMENT TO BE DERIVED FROM THE PROPERTY TAXES OF EACH TAXING UNIT THAT LEVIES TAXES ON REAL PROPERTY IN THE ZONE**

**Description of the Methods of Financing**

In accordance with 311.015 of the Tax Increment Financing Act (the "Act"), the City may issue tax increment bonds or notes, the proceeds of which may be used to pay project costs on behalf of the Zone. Upon creation of a Redevelopment Authority for the Zone, the Authority may be authorized to incur debt and issue debt or obligations to satisfy developer reimbursements for eligible project costs. If such bonds are issued, bond proceeds shall be used to provide for the project related costs outlined in this plan. When appropriate, Developers will advance project-related costs and be reimbursed through the issuance of tax increment bonds or from increment revenues of the zone.

No bonds will be issued until adequate tax increment has been created in the Zone to support bond debt service. Tax increment revenue will be applied to pay or reimburse all debt service on the Zone's bonds. This approach protects the City and other taxing jurisdictions from development financing risks.

**Expected Sources of Revenue to Finance or Pay Project Costs**

It is projected that development projects identified in this Plan will increase taxable property values in the Zone by approximately \$700 million. Schedule A lists the expected sources of appraised value to finance or pay project costs in the Zone.

**Table C  
Percentage of Increment Dedicated to the Zone**

<b>TAXING UNIT</b>	<b>CURRENT TAX RATE</b>	<b>% OF PARTICIPATION</b>
Missouri City	\$0.55238/\$100 valuation	100%
Fort Bend County	\$0.62410/\$100 valuation	100%
Fort Bend I.S.D.	\$1.32700/\$100 valuation	100% of M&O Rate

**Tax Increment Fund**

The City will create and establish a Tax Increment Fund for the Zone, which may be divided into sub-accounts as authorized by subsequent ordinances. A separate sub-account will be created for the property of each Developer. All Tax Increments, as defined below, from a Developer's property will be deposited in the related sub-account of the Tax Increment Fund. The Tax Increment Fund and each account shall be maintained at the depository bank of the City of Missouri City and shall be secured in the manner prescribed by law for funds of Texas cities. The annual Tax Increment shall equal the property taxes levied by the City or any other taxing unit participating in the Zone for that year on the captured appraised value, as defined by the Act, of real property located in the Zone that is taxable by the City or any other taxing unit participating in the Zone, less any amounts that are to be allocated from the Tax Increment pursuant to the Act.

All revenues from the sale of any tax increment bonds, notes, or other obligations hereafter issued by the City for the benefit of the Zone, if any; revenues from the sale of property acquired as part of the project plan and reinvestment zone financing plan, if any; and other revenues to be used in the Zone shall be deposited into the Tax Increment Fund. Tax increment revenues derived from a Developer's property and proceeds of bonds issued to reimburse a Developer will be deposited to the related account in the Tax Increment Fund. Prior to termination of the Zone, money shall be disbursed from each account within the Tax Increment Fund only to pay project costs, as defined by the Texas Tax Code, for the related property in the Zone, to satisfy the claims of holders of tax increment bonds or notes issued for the Zone, or to pay obligations incurred pursuant to agreements allocable to the related property and entered into to implement the project plan and reinvestment zone financing plan and achieve their purposes pursuant to Section 311.010(b) of the Texas Tax Code.

**\*IV.A A DESCRIPTION OF THE METHODS OF FINANCING ALL ESTIMATED PROJECT COSTS AND THE EXPECTED SOURCES OF REVENUE TO FINANCE OR PAY PROJECT COSTS, INCLUDING THE PERCENTAGE OF TAX INCREMENT TO BE**

**DERIVED FROM THE PROPERTY TAXES OF EACH TAXING UNIT THAT LEVIES TAXES ON REAL PROPERTY IN THE ZONE (NEW ENLARGEMENT AREA)**

**Description of the Methods of Financing:**

In accordance with 311.015 of the Tax Increment Financing Act (the "Act"), the City may issue tax increment bonds or notes, the proceeds of which may be used to pay project costs on behalf of the Zone. Upon creation of a Redevelopment Authority for the Zone, the Authority may be authorized to incur debt and issue debt or obligations to satisfy developer reimbursements for eligible project costs. If such bonds are issued, bond proceeds shall be used to provide for the project related costs outlined in this plan. When appropriate, Developers will advance project-related costs and be reimbursed through the issuance of tax increment bonds or from increment revenues of the zone.

No bonds will be issued until adequate tax increment has been created in the Zone to support bond debt service. Tax increment revenue will be applied to pay or reimburse all debt service on the Zone's bonds. This approach protects the City and other taxing jurisdictions from development financing risks.

**Expected Sources of Revenue to Finance or Pay Project Costs:**

It is projected that development projects identified in this Plan will increase taxable property values in the Zone by approximately \$142 million. Schedule A.1 lists the expected sources of appraised value to finance or pay project costs in the Zone.

**Table C.1  
Percentage of Increment Dedicated to the Zone**

<b>TAXING UNIT</b>	<b>CURRENT TAX RATE</b>	<b>% OF PARTICIPATION</b>
Missouri City	\$0.49800/\$100 valuation	100%
Fort Bend County	\$0.51674/\$100 valuation	100% for 7 yrs/50% for 15 yrs
Fort Bend L.S.D.	\$1.50000/\$100 valuation	100% of M&O Rate

Per the existing interlocal agreement, Fort Bend County participates at 100% for 15 years, and 50% for 15 years in the original Zone.

**Tax Increment Fund:**

The City will create and establish a Tax Increment Fund for the Zone, which may be divided into sub-accounts as authorized by subsequent ordinances. A separate sub-account will be created for the property of each Developer. All Tax Increments, as defined below, from a Developer's property will be deposited in the related sub-account of the Tax Increment Fund. The Tax Increment Fund and each account shall be maintained at the depository bank of the City of Missouri City and shall be secured in the manner prescribed by law for funds of Texas cities. The annual Tax Increment shall equal the property taxes levied by the City or any other taxing unit participating in the Zone for that year on the captured appraised value, as defined by the Act, of real property located in the Zone that is taxable by the City or any other taxing unit participating in the Zone, less any amounts that are to be allocated from the Tax Increment pursuant to the Act.

All revenues from the sale of any tax increment bonds, notes, or other obligations hereafter issued by the City for the benefit of the Zone, if any; revenues from the sale of property acquired as part of the project plan and reinvestment zone financing plan, if any; and other revenues to be used in the Zone shall be deposited into the Tax Increment Fund. Tax increment revenues derived from a Developer's property and proceeds of bonds issued to reimburse a Developer will be deposited to the related account in the Tax Increment Fund. Prior to termination of the Zone, money shall be disbursed from each account within the Tax Increment Fund only to pay project costs, as defined by the Texas Tax Code, for the related property in the Zone, to satisfy the claims of holders of tax increment bonds or notes issued for the Zone, or to pay obligations incurred pursuant to agreements allocable to the related property and entered into to implement the project plan and reinvestment zone financing plan and achieve their purposes pursuant to Section 311.010(b) of the Texas Tax Code.

V. THE CURRENT TOTAL APPRAISED VALUE OF TAXABLE REAL PROPERTY IN THE ZONE

The current total appraised value of taxable real property in the Zone is \$ 2,474,190.

\*V.A THE CURRENT TOTAL APPRAISED VALUE OF TAXABLE REAL PROPERTY IN THE ZONE (NEW ENLARGEMENT AREA)

The current total appraised value of taxable real property in the Zone is \$3,875,220.

VI. THE ESTIMATED CAPTURED APPRAISED VALUE OF THE ZONE DURING EACH YEAR OF ITS EXISTENCE

Schedules A and B show the estimated annual captured appraised value of the Zone and the expected revenue during each year of its existence.

\*VLA THE ESTIMATED CAPTURED APPRAISED VALUE OF THE ZONE DURING EACH YEAR OF ITS EXISTENCE (NEW ENLARGEMENT AREA)

Schedules A.1 and B.1 show the estimated annual captured appraised value of the Zone and the expected revenue during each year of its existence.

VII. DURATION OF THE ZONE

The Zone took effect upon creation by City Council on August 2, 1999 and termination of the operation of the Zone shall occur on December 31, 2029. The Zone may terminate at an earlier time designated by subsequent ordinance, or at such time, subsequent to the issuance of proposed revenue bonds, notes or other obligations, if any, that all project costs, bonds, and interest on bonds have been paid in full.

\*VII.A.DURATION OF THE ZONE (NEW ENLARGEMENT AREA)

The enlargement area took effect upon passage of the enlargement ordinances in 2004 and 2005 and termination of the operation of the Zone shall occur on December 31, 2029. The Zone may terminate at an earlier time designated by subsequent ordinance, or at such time, subsequent to the issuance of proposed revenue bonds, notes or other obligations, if any, that all project costs, bonds, and interest on bonds have been paid in full.

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## SCHEDULES

### Existing Plan Schedules

SCHEDULE A	BUILDOUT AND ASSESSED VALUATION
SCHEDULE B	REVENUE SCHEDULE
SCHEDULE C	FBISD PRESENT VALUE OF SCHOOL TIRZ CASH FLOW

### Schedules for Enlargement Area

Schedule A.1	BUILDOUT SCHEDULE
Schedule B.1	ASSESSED VALUATIONS
Schedule C.1	REVENUE SCHEDULES

**Schedule A  
Proposed Reinvestment Zone Number Two Assessed Valuations**

City/County/ FBISD	Residential Incremental Assessed Valuation	Cumulative Incremental Assessed Valuation	County 20% Homestead Exemption	FBISD \$15,000 Homestead Exemption	No. of Homes Added	Cumulative Number of Homes	Senior/Disabled Citizens Exemption		Projected Commercial Valuation for Taxing Units	Projected Taxable Valuation for City Tax	Projected Taxable Valuation for County Tax	Projected Taxable Valuation for FBISD Tax
							City Exemption Amount (2)	County Exemption Amount (3)				
2000												
2001	21,025,000	21,025,000	(4,205,000)	(2,175,000)	145	145	7	(108,750)	(725,000)	\$ 20,916,250	\$ 18,085,000	\$ 18,850,000
2002	36,250,000	57,275,000	(11,455,000)	(5,925,000)	250	395	20	(298,250)	(1,975,000)	\$ 56,978,750	\$ 49,845,000	\$ 51,350,000
2003	36,250,000	93,525,000	(18,705,000)	(9,875,000)	250	645	32	(483,750)	(3,225,000)	\$ 110,791,250	\$ 71,595,000	\$ 101,600,000
2004	36,250,000	129,775,000	(25,955,000)	(13,425,000)	250	895	45	(871,250)	(4,475,000)	\$ 164,803,750	\$ 98,345,000	\$ 151,850,000
2005	36,250,000	166,025,000	(33,205,000)	(17,175,000)	250	1,145	57	(858,750)	(5,725,000)	\$ 218,418,250	\$ 127,085,000	\$ 202,100,000
2006	36,250,000	202,275,000	(40,455,000)	(20,925,000)	250	1,395	70	(1,046,250)	(6,975,000)	\$ 272,228,750	\$ 154,845,000	\$ 252,350,000
2007	36,250,000	238,525,000	(47,705,000)	(24,675,000)	250	1,645	82	(1,233,750)	(9,225,000)	\$ 326,041,250	\$ 182,895,000	\$ 302,600,000
2008	36,250,000	274,775,000	(54,955,000)	(28,425,000)	250	1,895	95	(1,421,250)	(9,475,000)	\$ 379,853,750	\$ 210,345,000	\$ 352,850,000
2009	36,250,000	311,025,000	(62,205,000)	(32,175,000)	250	2,145	107	(1,808,750)	(10,725,000)	\$ 433,866,250	\$ 238,085,000	\$ 403,100,000
2010	36,250,000	347,275,000	(69,455,000)	(36,925,000)	250	2,395	120	(1,798,250)	(11,975,000)	\$ 487,478,750	\$ 266,846,000	\$ 483,350,000
2011	34,510,000	381,785,000	(78,357,000)	(39,486,000)	238	2,633	132	(1,974,750)	(13,165,000)	\$ 539,860,250	\$ 292,283,000	\$ 502,040,000
2012								(1,974,750)	(13,165,000)	\$ 567,310,250	\$ 310,013,000	\$ 519,790,000
2013								(1,974,750)	(13,165,000)	\$ 575,090,250	\$ 327,763,000	\$ 537,540,000
2014								(1,974,750)	(13,165,000)	\$ 582,810,250	\$ 345,513,000	\$ 555,290,000
2015								(1,974,750)	(13,165,000)	\$ 610,860,250	\$ 363,283,000	\$ 573,040,000
2016								(1,974,750)	(13,165,000)	\$ 628,310,250	\$ 381,013,000	\$ 590,790,000
2017								(1,974,750)	(13,165,000)	\$ 646,060,250	\$ 398,763,000	\$ 608,540,000
2018								(1,974,750)	(13,165,000)	\$ 663,810,250	\$ 416,513,000	\$ 626,290,000
2019								(1,974,750)	(13,165,000)	\$ 681,560,250	\$ 434,263,000	\$ 644,040,000
2020								(1,974,750)	(13,165,000)	\$ 899,310,250	\$ 452,013,000	\$ 681,790,000
		381,785,000				2,633						

**Schedule B  
Proposed Reinvestment Zone Number Two Revenue Schedule**

Tax Year	Coll. Year	Non-Ed. City Tax Rate	Non-Ed. County Tax Rate	Non-Ed. FBISD Tax Rate	Education FBISD Tax Rate	Non-Ed. City Zone	Non-Ed. County Zone	Non-Ed. FBISD Zone	Education FBISD Zone	Total Non-Ed. Rev. Available	Cumulative Rev. Available for Non-Ed Projects
2001	2002	\$ 0.56238	\$ 0.82410	\$ 0.57330	\$ 0.75370	\$ 115,637	\$ 100,449	\$ 108,067	\$ 142,072	\$ 324,053	\$ 324,053
2002	2003	\$ 0.56238	\$ 0.82410	\$ 0.57330	\$ 0.75370	\$ 314,739	\$ 273,837	\$ 294,390	\$ 397,026	\$ 982,765	\$ 1,206,819
2003	2004	\$ 0.56238	\$ 0.82410	\$ 0.57330	\$ 0.75370	\$ 611,989	\$ 446,824	\$ 582,473	\$ 765,739	\$ 1,641,286	\$ 2,648,104
2004	2005	\$ 0.55238	\$ 0.82410	\$ 0.57330	\$ 0.75370	\$ 909,238	\$ 620,012	\$ 870,556	\$ 1,144,493	\$ 2,399,806	\$ 5,247,911
2005	2006	\$ 0.55238	\$ 0.82410	\$ 0.57330	\$ 0.75370	\$ 1,206,468	\$ 793,200	\$ 1,158,828	\$ 1,523,228	\$ 3,159,327	\$ 6,406,238
2006	2007	\$ 0.55238	\$ 0.82410	\$ 0.57330	\$ 0.75370	\$ 1,503,737	\$ 996,398	\$ 1,446,633	\$ 1,901,962	\$ 3,916,647	\$ 12,323,085
2007	2008	\$ 0.55238	\$ 0.82410	\$ 0.57330	\$ 0.75370	\$ 1,800,987	\$ 1,139,575	\$ 1,734,806	\$ 2,280,998	\$ 4,975,368	\$ 16,998,453
2008	2009	\$ 0.55238	\$ 0.82410	\$ 0.57330	\$ 0.75370	\$ 2,098,236	\$ 1,312,783	\$ 2,022,889	\$ 2,659,430	\$ 6,433,888	\$ 22,432,341
2009	2010	\$ 0.55238	\$ 0.82410	\$ 0.57330	\$ 0.75370	\$ 2,395,486	\$ 1,485,951	\$ 2,310,972	\$ 3,038,165	\$ 8,192,409	\$ 28,624,750
2010	2011	\$ 0.55238	\$ 0.82410	\$ 0.57330	\$ 0.75370	\$ 2,692,735	\$ 1,659,139	\$ 2,599,066	\$ 3,416,699	\$ 9,950,929	\$ 36,576,679
2011	2012	\$ 0.55238	\$ 0.82410	\$ 0.57330	\$ 0.75370	\$ 2,989,423	\$ 1,824,013	\$ 2,876,195	\$ 3,763,875	\$ 13,714,804	\$ 43,258,311
2012	2013	\$ 0.55238	\$ 0.82410	\$ 0.57330	\$ 0.75370	\$ 3,078,470	\$ 1,934,791	\$ 2,979,956	\$ 3,917,657	\$ 17,632,461	\$ 61,251,529
2013	2014	\$ 0.56238	\$ 0.82410	\$ 0.57330	\$ 0.75370	\$ 3,178,518	\$ 2,046,569	\$ 3,081,717	\$ 4,081,439	\$ 21,714,180	\$ 82,965,668
2014	2015	\$ 0.56238	\$ 0.82410	\$ 0.57330	\$ 0.75370	\$ 3,274,565	\$ 2,156,347	\$ 3,183,478	\$ 4,185,221	\$ 25,897,658	\$ 108,153,189
2015	2016	\$ 0.56238	\$ 0.82410	\$ 0.57330	\$ 0.75370	\$ 3,372,613	\$ 2,267,124	\$ 3,285,238	\$ 4,289,002	\$ 30,182,660	\$ 138,442,191
2016	2017	\$ 0.56238	\$ 0.82410	\$ 0.57330	\$ 0.75370	\$ 3,470,660	\$ 2,377,902	\$ 3,388,999	\$ 4,392,784	\$ 34,575,444	\$ 173,014,975
2017	2018	\$ 0.56238	\$ 0.82410	\$ 0.57330	\$ 0.75370	\$ 3,568,708	\$ 2,488,680	\$ 3,488,760	\$ 4,506,568	\$ 39,064,212	\$ 212,079,543
2018	2019	\$ 0.56238	\$ 0.82410	\$ 0.57330	\$ 0.75370	\$ 3,666,755	\$ 2,599,458	\$ 3,590,521	\$ 4,620,349	\$ 43,654,761	\$ 255,734,304
2019	2020	\$ 0.56238	\$ 0.82410	\$ 0.57330	\$ 0.75370	\$ 3,764,803	\$ 2,710,235	\$ 3,692,281	\$ 4,734,129	\$ 48,348,890	\$ 304,083,204
2020	2021	\$ 0.56238	\$ 0.82410	\$ 0.57330	\$ 0.75370	\$ 3,862,850	\$ 2,821,013	\$ 3,794,042	\$ 4,847,911	\$ 53,143,801	\$ 357,227,115
2021	2022	\$ 0.56238	\$ 0.82410	\$ 0.57330	\$ 0.75370	\$ 3,962,897	\$ 2,931,791	\$ 3,895,794	\$ 4,961,692	\$ 58,039,495	\$ 415,266,810
2022	2023	\$ 0.56238	\$ 0.82410	\$ 0.57330	\$ 0.75370	\$ 4,062,944	\$ 3,042,569	\$ 4,000,536	\$ 5,076,483	\$ 63,040,009	\$ 478,306,819
2023	2024	\$ 0.56238	\$ 0.82410	\$ 0.57330	\$ 0.75370	\$ 4,162,991	\$ 3,153,347	\$ 4,101,279	\$ 5,191,274	\$ 68,141,283	\$ 546,448,103
2024	2025	\$ 0.55238	\$ 0.82410	\$ 0.57330	\$ 0.75370	\$ 4,262,938	\$ 3,264,125	\$ 4,200,021	\$ 5,306,065	\$ 73,447,348	\$ 619,895,451
2025	2026	\$ 0.55238	\$ 0.82410	\$ 0.57330	\$ 0.75370	\$ 4,362,985	\$ 3,374,903	\$ 4,300,768	\$ 5,420,856	\$ 78,868,204	\$ 700,763,655
2026	2027	\$ 0.55238	\$ 0.82410	\$ 0.57330	\$ 0.75370	\$ 4,462,932	\$ 3,485,681	\$ 4,401,469	\$ 5,535,647	\$ 84,303,851	\$ 785,067,502
2027	2028	\$ 0.55238	\$ 0.82410	\$ 0.57330	\$ 0.75370	\$ 4,562,979	\$ 3,596,459	\$ 4,502,180	\$ 5,650,438	\$ 89,806,031	\$ 874,873,533
2028	2029	\$ 0.55238	\$ 0.82410	\$ 0.57330	\$ 0.75370	\$ 4,662,926	\$ 3,707,237	\$ 4,602,891	\$ 5,765,229	\$ 95,308,250	\$ 970,181,764
2029	2030	\$ 0.55238	\$ 0.82410	\$ 0.57330	\$ 0.75370	\$ 4,762,973	\$ 3,818,015	\$ 4,703,642	\$ 5,880,020	\$ 100,808,270	\$ 1,071,000,000
						\$ 82,631,186	\$ 57,412,188	\$ 80,638,138	\$ 106,009,865	\$ 220,879,510	\$ 220,879,510

1. Non-Ed. Refers to the revenue available to fund non-education project costs

SCHEDULE C

FORT BEND I.S.D.-Present Value of School/IRIZ Cash Flow--Zone Two

Date	Local Maintenance \$1,3270	Present Value On 03.01.02	Non-Education Project Cost \$0,5733	Present Value On 03.01.02	Education Project Cost \$0,7537	Present Value On 03.01.02	Debt Service Tax Rate \$0,2500	Present Value On 03.01.02	Present Value Factor @ 9.2500%
03.01.02	250,139.50	250,139.50	100,007.05	100,007.05	142,072.45	142,072.45	47,125.00	47,125.00	1.0000000
03.01.03	691,414.50	641,331.29	294,399.55	277,072.52	367,074.95	367,074.95	128,375.00	120,023.53	0.9411785
03.01.04	1,346,232.00	1,194,281.63	562,472.00	515,982.07	765,759.20	678,319.57	264,000.00	224,598.54	0.8658131
03.01.05	2,015,049.50	1,679,959.95	870,558.00	725,788.23	1,144,483.45	854,171.62	379,825.00	316,465.83	0.8337085
03.01.06	2,661,887.00	2,104,368.99	1,158,639.30	909,143.63	1,523,227.70	1,106,223.36	505,250.00	398,451.96	0.7849849
03.01.07	3,348,684.50	2,473,030.97	1,446,722.05	1,098,416.43	1,901,991.95	1,404,814.45	650,875.00	485,508.34	0.7355002
03.01.08	4,015,902.00	2,791,040.99	1,734,805.80	1,205,805.42	2,280,686.20	1,595,235.58	758,500.00	525,917.82	0.6850685
03.01.09	4,662,318.50	3,063,060.94	2,022,889.05	1,323,334.07	2,659,430.45	1,738,748.95	882,125.00	577,098.75	0.6541803
03.01.10	5,349,137.00	3,293,459.82	2,310,872.30	1,422,883.47	3,038,164.70	1,870,588.15	1,007,750.00	620,470.73	0.6156891
03.01.11	6,015,954.55	3,488,134.17	2,589,025.55	1,506,104.53	3,416,688.00	1,990,028.05	1,133,375.00	659,789.81	0.5794816
03.01.12	6,682,073.32	3,633,455.33	2,878,165.32	1,589,751.39	3,793,675.00	2,083,703.94	1,265,100.00	694,524.41	0.5453943
03.01.13	7,347,813.07	3,740,629.65	3,170,928.07	1,629,648.12	4,165,439.00	2,191,657.00	1,398,475.00	667,035.51	0.5133123
03.01.14	7,991,155.82	3,816,152.14	3,466,152.14	1,688,831.21	4,548,115.00	2,300,320.83	1,533,850.00	649,237.40	0.4831175
03.01.15	8,608,688.57	3,850,538.31	3,753,477.57	1,747,523.39	4,931,021.00	2,408,114.82	1,668,225.00	631,224.22	0.4549888
03.01.16	9,194,240.32	3,854,248.34	4,040,238.32	1,805,523.65	5,313,002.00	2,513,002.00	1,802,000.00	613,053.75	0.4279516
03.01.17	9,758,783.07	3,819,683.44	4,328,988.07	1,864,200.27	5,695,494.17	2,613,494.17	1,935,975.00	594,853.28	0.4027762
03.01.18	10,303,325.82	3,750,203.57	4,613,757.57	1,917,911.45	6,078,408.63	2,713,408.63	2,068,225.00	576,721.47	0.3790953
03.01.19	10,828,868.57	3,648,759.82	4,900,520.57	1,965,500.57	6,461,323.00	2,811,323.00	2,211,250.00	558,629.08	0.3567862
03.01.20	11,338,510.32	3,508,273.17	5,189,283.17	2,008,000.00	6,844,138.00	2,907,138.00	2,354,000.00	540,688.00	0.3357868
03.01.21	11,828,253.07	3,338,800.26	5,478,042.07	2,044,911.45	7,226,952.00	2,993,952.00	2,491,250.00	521,717.55	0.3160459
03.01.22	12,303,000.00	3,138,325.56	5,766,799.56	2,076,911.00	7,647,766.00	3,079,766.00	2,624,000.00	502,217.55	0.2978678
03.01.23	12,768,750.00	2,918,850.00	6,054,550.00	2,104,911.00	8,068,580.00	3,164,580.00	2,750,000.00	482,217.55	0.2804695
03.01.24	13,220,500.00	2,690,375.00	6,342,300.00	2,128,911.00	8,487,394.00	3,249,394.00	2,870,000.00	462,217.55	0.2636465
03.01.25	13,668,250.00	2,462,900.00	6,630,050.00	2,149,911.00	8,904,208.00	3,333,208.00	2,980,000.00	442,217.55	0.2473901
03.01.26	14,103,000.00	2,236,425.00	6,917,800.00	2,167,911.00	9,319,022.00	3,416,022.00	3,080,000.00	422,217.55	0.2316025
03.01.27	14,525,750.00	2,010,950.00	7,204,550.00	2,182,911.00	9,721,836.00	3,497,836.00	3,170,000.00	402,217.55	0.2162729
03.01.28	14,937,500.00	1,786,475.00	7,491,300.00	2,195,911.00	10,113,650.00	3,578,650.00	3,250,000.00	382,217.55	0.2013010
03.01.29	15,338,250.00	1,562,000.00	7,778,050.00	2,207,911.00	10,494,464.00	3,658,464.00	3,320,000.00	362,217.55	0.1866897
03.01.30	15,728,000.00	1,337,525.00	8,064,800.00	2,218,911.00	10,864,278.00	3,737,278.00	3,390,000.00	342,217.55	0.181427
	195,645,898.63	71,705,746.09	60,638,135.68	30,878,828.09	108,009,861.05	40,728,917.99	36,163,150.00	12,633,276.03	

**SCHEDULE A.1**  
**REINVESTMENT ZONE NUMBER TWO**  
**Buildout Schedule**

Project Description	2001		2002		2003		2004		2005		2006		2007		2008		2009		2010		2011		2012		
	Home Constructor	Captured Value (K)																							
Residential																									
NEW HOMES																									
RESIDENTIAL SUBTOTAL	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$13,800	92	\$13,800	92	\$13,800	92	\$13,800	92	\$13,800	92	\$13,800	92	\$13,200	88
Commercial																									
NEW DEVELOPMENT																									
COMMERCIAL SUBTOTAL		\$0		\$0		\$0		\$0		\$0		\$0,593		\$6,593		\$6,593		\$6,593		\$6,593		\$6,593		\$6,593	
Total Home Sales	0	0	0	0	0	0	0	0	0	0	92	92	92	92	92	92	92	92	92	92	92	92	92	88	88
Total Captured Value	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,393	\$20,393	\$20,393	\$20,393	\$20,393	\$20,393	\$20,393	\$20,393	\$20,393	\$20,393	\$20,393	\$20,393	\$19,793	\$19,793	

\$96,000  
 \$46,160  
 640  
 \$142,160

- Note:**
1. Captured value is presented in thousands of dollars.
  2. Home construction in calendar year results in captured appraised value in the following tax year.

Reinvestment Zone Number Two Assessed Valuations

Tax Roll Jan 1	Residential Incremental Assessed Valuation	County 20% Homestead Exemption	FBISD \$15,000 Homestead Exemption	No. of Homes Added	Cumulative Number of Homes	Senior/Disabled Citizens Exemption			Projected Commercial Valuation for Taxing Units	Projected Taxable Valuation for City Tax	Projected Taxable Valuation for County Tax	Projected Taxable Valuation for FBISD Tax
						Number of Eligible Homes (1)	City Exemption Amount (2)	County Exemption Amount (3)				
2002	-	-	-	-	-	-	-	-	\$	\$	\$	
2003	-	-	-	-	-	-	-	-	\$	\$	\$	
2004	-	-	-	-	-	-	-	-	\$	\$	\$	
2005	-	-	-	-	-	-	-	-	\$	\$	\$	
2006	-	-	-	-	-	-	-	-	\$	\$	\$	
2007	13,800,000	(2,760,000)	(1,380,000)	92	92	5	(89,000)	(460,000)	6,592,857	20,323,857	17,172,857	19,012,857
2008	13,800,000	(5,520,000)	(2,760,000)	92	184	9	(138,000)	(920,000)	13,185,714	40,647,714	34,345,714	38,025,714
2009	13,800,000	(8,280,000)	(4,140,000)	92	276	14	(207,000)	(1,380,000)	18,778,571	60,971,571	51,818,571	57,038,571
2010	13,800,000	(11,040,000)	(5,520,000)	92	368	18	(276,000)	(1,840,000)	26,371,429	81,295,429	68,891,429	76,051,429
2011	13,800,000	(13,800,000)	(6,900,000)	92	460	23	(345,000)	(2,300,000)	32,984,286	101,619,286	85,984,286	95,064,286
2012	13,800,000	(16,560,000)	(8,280,000)	92	552	28	(414,000)	(2,760,000)	39,557,143	121,943,143	103,037,143	114,077,143
2013	13,200,000	(19,200,000)	(9,600,000)	88	640	32	(480,000)	(3,200,000)	46,150,000	141,670,000	119,750,000	132,550,000
96,000,000												

**Schedule C-1  
Reinvestment Zone Number Two Revenue Schedule**

Tax Year	Coll. Year	Non-Ed. City Tax Rate	Non-Ed. County Tax Rate	Non-Ed. FBISD Tax Rate	Education FBISD Tax Rate	Non-Ed. City Zone	Non-Ed. County Zone	Non-Ed. FBISD Zone	Education iFBISD Zone	Total Non-Ed. Rev. Available	Cumulative Rev. Available for Non-Ed. Projects
2003	2003	\$ -	\$ -	\$ -	\$ -	-	-	-	-	\$ -	\$ -
2004	2004	\$ -	\$ -	\$ -	\$ -	-	-	-	-	\$ -	\$ -
2005	2005	\$ -	\$ -	\$ -	\$ -	-	-	-	-	\$ -	\$ -
2006	2006	\$ 0.49800	\$ 0.51674	\$ 0.64800	\$ 0.85200	-	-	-	-	\$ -	\$ -
2007	2007	\$ 0.49800	\$ 0.51674	\$ 0.64800	\$ 0.85200	101,213	86,739	123,203	161,990	\$ 313,155	\$ 313,155
2008	2008	\$ 0.49800	\$ 0.51674	\$ 0.64800	\$ 0.85200	202,428	177,478	246,407	323,979	\$ 626,310	\$ 939,465
2009	2009	\$ 0.49800	\$ 0.51674	\$ 0.64800	\$ 0.85200	303,638	266,217	369,610	488,969	\$ 939,465	\$ 1,878,931
2010	2010	\$ 0.49800	\$ 0.51674	\$ 0.64800	\$ 0.85200	404,851	354,956	492,813	647,958	\$ 1,252,821	\$ 3,131,551
2011	2011	\$ 0.49800	\$ 0.51674	\$ 0.64800	\$ 0.85200	506,084	443,695	616,017	809,948	\$ 1,565,776	\$ 4,697,327
2012	2012	\$ 0.49800	\$ 0.51674	\$ 0.64800	\$ 0.85200	607,277	532,434	739,220	971,937	\$ 1,878,931	\$ 6,576,258
2013	2013	\$ 0.49800	\$ 0.51674	\$ 0.64800	\$ 0.85200	705,517	618,798	858,924	1,129,326	\$ 2,183,237	\$ 8,759,495
2014	2014	\$ 0.49800	\$ 0.51674	\$ 0.64800	\$ 0.85200	705,517	618,798	858,924	1,129,326	\$ 2,183,237	\$ 10,942,732
2015	2015	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	705,517	309,398	858,924	1,129,326	\$ 1,873,839	\$ 12,816,571
2016	2016	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	705,517	309,398	858,924	1,129,326	\$ 1,873,839	\$ 14,690,410
2017	2017	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	705,517	309,398	858,924	1,129,326	\$ 1,873,839	\$ 16,564,249
2018	2018	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	705,517	309,398	858,924	1,129,326	\$ 1,873,839	\$ 18,438,088
2019	2019	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	705,517	309,398	858,924	1,129,326	\$ 1,873,839	\$ 20,311,927
2020	2020	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	705,517	309,398	858,924	1,129,326	\$ 1,873,839	\$ 22,185,766
2021	2021	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	705,517	309,398	858,924	1,129,326	\$ 1,873,839	\$ 24,059,605
2022	2022	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	705,517	309,398	858,924	1,129,326	\$ 1,873,839	\$ 25,933,444
2023	2023	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	705,517	309,398	858,924	1,129,326	\$ 1,873,839	\$ 27,807,283
2024	2024	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	705,517	309,398	858,924	1,129,326	\$ 1,873,839	\$ 29,681,122
2025	2025	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	705,517	309,398	858,924	1,129,326	\$ 1,873,839	\$ 31,554,961
2026	2026	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	705,517	309,398	858,924	1,129,326	\$ 1,873,839	\$ 33,428,800
2027	2027	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	705,517	309,398	858,924	1,129,326	\$ 1,873,839	\$ 35,302,639
2028	2028	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	705,517	309,398	858,924	1,129,326	\$ 1,873,839	\$ 37,176,478
2029	2029	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	705,517	309,398	858,924	1,129,326	\$ 1,873,839	\$ 39,050,317
2030	2030	\$ 0.49800	\$ 0.25837	\$ 0.64800	\$ 0.85200	705,517	309,398	858,924	1,129,326	\$ 1,873,839	\$ 40,924,156
						\$ 14,119,251	\$ 7,432,685	\$ 17,188,978	\$ 22,600,322	\$ 36,740,914	\$ 36,740,914

## MAPS

### Existing Plan Maps

Map 1 - ZONE BOUNDARY MAP

Map 2 - ZONE EXISTING USES AND CONDITION MAP

Map 3 - ZONE PROPOSED LAND USE MAP

Map 4 - PROPOSED IMPROVEMENTS MAP

### New Maps Reflecting Inclusion of Enlargement Area

Map 1.A - ZONE BOUNDARY MAP

Map 2.A - ZONE ENLARGEMENT AREA

Map 3.A - ZONE EXISTING USES AND CONDITIONS

Map 4.A - ZONE PROPOSED LAND USES