



NOTICE OF A MEETING
Brenham Community Development Corporation
Thursday, August 17, 2017 @ 7:30 a.m.
City Hall - 2nd Floor Conference Room
200 W. Vulcan St.
Brenham, Texas

1. Call Meeting to Order
2. Invocation and Pledges to the U.S. and Texas Flags
3. Discuss and Possibly Act Upon the Approval of the Minutes from the June 13, 2017 Meeting and June 29, 2017 Special Meeting **Pages 1 - 9**
4. Discuss and Possibly Act Upon FY2016-17 Third Quarter Financial Report **Pages 10 - 17**
5. Discussion and Possibly Act Upon the Appropriate Funding Designation for Capital Projects Involving Drainage Improvements and Linear Park Pedestrian Streetscapes in Downtown Brenham **Pages 18 - 24**
6. Discuss and Possibly Act Upon on a Professional Services Agreement with Jones and Carter, Inc. Related to the Southwest Industrial Park Section Three Detention Pond and Authorize the President to Execute Any Necessary Documentation **Pages 25 - 36**
7. Discuss and Possibly Act Upon the Annexation of Additional Property to the Declaration of Covenants, Conditions and Restrictions of Southwest Industrial Park, Section Three, and Authorize the President to Execute Any Necessary Documentation **Pages 37 - 63**
8. Discuss and Possibly Act Upon the Bylaws of the Southwest Industrial Park Section Three Property Owners Association **Pages 64 - 78**

EXECUTIVE SESSION

9. Executive Session Pursuant to Texas Government Code Section 551.072 for Purpose of Deliberation Regarding Real Estate Matters Concerning the Sale of Industrial Park Land

RE-OPEN REGULAR AGENDA

10. Discuss and Possibly Take Action Regarding the Sale of Real Property in the City of Brenham Owned by the Brenham Community Development Corporation (BCDC) for Industrial Park Purposes and Authorize the President to Execute Any Necessary Documentation **Page 79**

11. Economic Development Foundation Update
➤ **FY 2016-17 Third Quarter Report**

Pages 80 - 83

12. Administrative Update

Adjourn

CERTIFICATION

I certify that a copy of the agenda of items to be considered by the Brenham Community Development Corporation (BCDC) on Thursday, August 17, 2017 was posted to the City Hall bulletin board at 200 W. Vulcan, Brenham, Texas on Friday, August 11, 2017 at 3:15p.m.

Paula Shields

Paula Shields
BCDC Staff Liaison

Executive Sessions: The Brenham Community Development Corporation (BCDC) reserves the right to convene into executive session at any time during the course of this meeting to discuss any of the matters listed, as authorized by Texas Government Code, Chapter 551, including but not limited to §551.071 – Consultation with Attorney, §551.072 – Real Property, §551.073 – Prospective Gifts, §551.074 - Personnel Matters, §551.076 – Security Devices, §551.086 - Utility Competitive Matters, and §551.087 – Economic Development Negotiations.

Disability Access Statement: This meeting is wheelchair accessible. The accessible entrance is located at the Vulcan Street entrance to the City Administration Building. Accessible parking spaces are located adjoining the entrance. Auxiliary aids and services are available upon request (interpreters for the deaf must be requested twenty-four (24) hours before the meeting) by calling (979) 337-7567 for assistance.

I certify that this notice and agenda of items to be considered by the Brenham Community Development Corporation (BCDC) was removed by me from the City Hall bulletin board on _____ at _____.

Signature

MINUTES

BRENHAM COMMUNITY DEVELOPMENT CORPORATION

June 13, 2017

A meeting of the Brenham Community Development Corporation was held on June 13, 2017, at City Hall, 2nd Floor Conference Room, 200 W. Vulcan, Brenham, Texas beginning at 7:30 a.m.

Board members present were Charles Moser, David Cone, Atwood Kenjura, Jason Kiemsteadt, Darrell Blum, and Bill Betts.

Board member not present was John Hasskarl.

City of Brenham staff members present were Terry Roberts, Carolyn Miller, Ryan Rapelye, Dane Rau, Wende Ragonis, Stacy Hardy, Erik Smith, Jeana Bellinger, Casey Redman, Jennifer Eckermann, Tammy Jaster and Paula Shields.

Others in attendance were Mayor Milton Tate, Page Michel and Steven Drake, EDF

- 1. Chairman Charles Moser called the meeting to order**
- 2. The Invocation and Pledges to the Flags Followed**
- 3. Discuss and Possibly Act Upon the Approval of the Minutes from the April 20, 2017 Meeting**

A motion was made by Bill Betts and seconded by Atwood Kenjura to approve the minutes from the April 20, 2017 meeting.

Chairman Moser called for a vote. The motion passed with the Board voting as follows:

Chairman Charles Moser	Yes
Board Member Bill Betts	Yes
Board Member John Kiemsteadt	Yes
Board Member Darrell Blum	Yes
Board Member Atwood Kenjura	Yes
Board Member John Hasskarl	Absent
Board Member David Cone	Yes

- 4. Discuss and Possibly Act Upon a Request for Re-Allocation of FY2016-17 Budgeted Funds for AV Equipment at the Blue Bell Aquatic Center**

Community Services Director Wende Ragonis presented this item. Ragonis explained that BCDC granted a funding request for the Blue Bell Aquatic Center for the FY17 budget cycle for three items listed below. Ragonis explained that each of these projects is now complete leaving a total fund balance of \$25,294.

	<i>Allocated</i>	<i>Spent</i>	<i>Balance</i>
Aquatic Center-Powder Coat/Epoxy Fence (Phase 3 of 3)	35,000	31,155	3,845
Aquatic Center Interior Improvements – Phase 2	30,000	12,043	17,957
Aquatic Center Interior Pump Enclosure Fence Replacement	10,000	6,508	3,492
	75,000	49,706	25,294

Ragonis stated that staff is requesting this fund balance be reallocated to the BBAC in FY17 for audio visual enhancements to the BBAC facility.

	<i>Requested</i>
BBAC Main Audio and Sound System Upgrades	8,600
Display Monitors (for training & classes)w/presentation laptop	15,000
	23,000

The BBAC audio and sound system upgrade will replace the existing media turner and controller which provides music and sound to the Natatorium and outdoor Leisure Pool areas.

A motion was made by David Cone and seconded by Bill Betts to approve the request for re-allocation of FY2016-17 budgeted funds in the amount of \$23,000 for AV equipment at the Blue Bell Aquatic Center.

Chairman Moser called for a vote. The motion passed with the Board voting as follows:

Chairman Charles Moser	Yes
Board Member Bill Betts	Yes
Board Member John Kiemsteadt	Yes
Board Member Darrell Blum	Yes
Board Member Atwood Kenjura	Yes
Board Member John Hasskarl	Absent
Board Member David Cone	Yes

5. Discuss and Possibly Act Upon a Request for Re-Allocation of FY2016-17 Budgeted Funds for the Target Industry Analysis for the Economic Development Foundation of Brenham

EDF President Page Michel presented this item. Michel explained that BCDC granted funding request for the following items for the FY17 budget cycle. In particular, Michel explained that Conversion Point prospect contact program was suspended and will not be requesting a reimbursement of the unused funds. The Target Industry study was expanded and will cost \$8,999. EDF is requesting a reallocation of \$3,999 to the Target Industry Analysis line item.

A motion was made by Atwood Kenjura and seconded by Jason Kiemsteadt to approve the request for re-allocation of FY2016-17 budgeted funds in the amount of \$3,999 for the Target Industry Analysis for the Economic Development Foundation of Brenham.

Chairman Moser called for a vote. The motion passed with the Board voting as follows:

Chairman Charles Moser	Yes
Board Member Bill Betts	Yes
Board Member John Kiemsteadt	Yes
Board Member Darrell Blum	Yes
Board Member Atwood Kenjura	Yes
Board Member John Hasskarl	Absent
Board Member David Cone	Yes

6. Discuss and Possibly Act Upon Recommendations Regarding the Budget of the Brenham Community Development Corporation for the Fiscal Year 2017-18

Assistant City Manager – Chief Financial Officer Carolyn Miller presented the financial information in preparation of the Board reviewing the various requests for funding. Miller explained that budget amendments need to be done on the following items that were approved during this fiscal year.

- **Revenue:** Amend the budget in the amount of \$500,000 from the Electric Department Loan proceeds.
- **Expenditures:** Amend the budget in the amount of \$4,514 for Debt Service Interest Note to City 2017 for the Gurrech Tract. Amend the budget in the amount of \$888,373 for the land purchase for the Gurrech Tract.

Miller provided the following update:

- **Sales Tax Revenue:** Miller explained that a conservative approach was taken with the budgeting of FY17 with a 2% increase over the prior year’s budgeted sales tax. Miller stated that with six months of collections being reported, we are marginally ahead of budget by 5.7%. The FY18 BCDC budget will be based on a 2% increase over FY17 budget numbers.
- **Projected FY16-7 Ending Fund Balance:** Miller explained that the FY17 ending fund balance is estimated to be \$987,366 for the combined operation. This means that the Recreation side will end the year with estimated reserves of \$805,930 and the Economic Development side will end with \$181,436. This balance included utilizing \$150,000 of reserves in FY17 for the BCDC’s second and final matching EDA grant contribution and \$393,000 of reserves related to the SWIP IV land purchase and initial interest payment.
- **Available Amount to Fund Projects in FY 16-17:** Miller stated that the FY18 budget is forecasting \$703,204 in available funding for Recreation projects before taking into account the 11 projects that have been identified as potential BCDC funding considerations for the upcoming year. The potential projects total \$684,000 and if all were funded would leave a contingency balance of \$19,204.

Miller explained that FY18 budget is forecasting \$52,520 in available funding on the Economic Development side. A new project has been identified by the Main Street department which would utilize \$15,000 of the available funding. If this project is funded then it would leave a contingency of \$37,520.

EDF Funding Request

EDF President Page Michel provided an overview of the Economic Development Proposed Plan of Work for FY 16-17.

Page Michel made the following funding request totaling \$188,300, which is a decrease of \$9,210 from the previous year's end of year projection:

- **EDF Operations for Fiscal Year 2016 – 2017**

Page Michel explained that this year's budget is similar to last year with a slight increase in salaries and salary-related items.

- **Additional Line Items Requested**

EMSI Database Subscription \$10,000

This is a renewal database subscription. Last year was the first year EDF used this database tool.

Atlas One website – Annual Maintenance and Upgrades \$7868

Atlas One website requires annual hosting/maintenance.

Michel explained that the items that caused a decrease overall were the Target Industry Analysis and the Conversion Point Prospect Contact program; both of which EDF will not be pursuing this year.

Community Service Funding Request

Community Services Director Wende Ragonis made the funding request for the following:

Blue Bell Aquatic Center seeks funding support for the following items:

	<i>Requested</i>
Re-plaster Leisure Pool	\$80,000
Scoreboard*	\$4,000
Re-plaster Therapy Pool	\$20,000
Repave Parking Lot	\$17,000
Total Request for BBAC	\$121,000

*The estimated cost for the scoreboard is approximately \$15,000. Staff has received a commitment from BISD for \$10,000 and from Scott and White for \$1,000. The amount requested by Staff is to fund the gap for the cost of the scoreboard.

Ragonis stated that the both the BBAC and Community Programs Department requests are consistent with the goals and priorities identified in the 2015-2025 Parks, Recreation and Open Spaces Master Plan which was adopted by Council at the February 19, 2015 Council meeting.

Ragonis explained that a request was made to the City’s General Fund to provide funds for a new Pool Pak System for the air and water control system in the Natatorium. The cost of this request is approximately \$750,000.

Community Program is seeking funding support for the Movies in the Park series and funding for attractions and programming for the weekend of the Christmas Stroll and Lighted Parade.

	<i>Requested</i>
Movies in the Park	\$4,000
Christmas Stroll Programming	\$10,000
Total	\$14,000

Staff will be seeking sponsors for the Movies in the Park series and the Christmas Stroll programing.

Main Street is seeking funding support for three new Main Street initiatives.

Community Services Director Wende Ragonis explained that two of the initiatives were discussed during the April 20, 2017 BCDC meeting as Main Street Brenham staff presented its annual update to the Board. The two projects are:

	<i>Requested</i>
Design and development of linear park pedestrian streetscape features along Park Street in the Southside District of historic downtown	\$150,000
Design pedestrian streetscape and linear park amenities in a new area of redevelopment	\$25,000
	\$175,000

Ragonis explained that the design and development of linear park pedestrian streetscape features will be designed and constructed in conjunction with the drainage and infrastructure repairs which have been requested through the City of Brenham’s FY18 budget process.

Board member Bill Betts requested a review by the city attorney as to whether the two projects would be permitted under the 4B sales tax, whether they fall under the Parks and Recreation side or Economic Development. Betts asked that the attorney’s review be brought back to BCDC at its next meeting in August.

The city attorney will also review the Design of the Douglas Street Linear Park (Phase 1) project that was approved in the FY16-17 budget to ensure consistency of budgeted items.

Ragonis explained that a “Four Star Concert Hall” is a current redevelopment project located in the historic building at 209 S. Market Street. Staff is requesting funds to add streetscape and linear park amenities in this area which will help tie the two sides of S. Market Street together.

In addition to the above request, Ragonis stated that Main Street Brenham would like to partner with BCDC to fund a re-development incentive grant: the Economic and Innovation Grant (EIIG). This incentive opportunity would be considered by the Main Street Board for a unique and innovative business with a positive impact on the downtown economy. At the June 5, 2017 Main

Street Board meeting, the Board approved the request to match \$15,000 of Main Street raised funds and to a request from BCDC matching funds to offer at least two grant opportunities during the FY18 funding cycle. This grant opportunity could fund up to \$15,000 per business to assist with large expenses such as code compliance, fire suppression or ADA requirements. The grant would go to the business owner, not the building owner.

	<i>Requested</i>
Main Street Economic Impact and Innovation Grant (EIIG) Matching Funds	\$15,000

Parks Department Funding Request

Public Works Director Dane Rau and Parks Superintendent Casey Redman made the funding request for the following:

Priority	Description	Estimated Cost
1	Trash Can Replacement – Final phase for replacement of the trash cans in all city parks	\$32,000
2	Basketball Court Goals – Final phase for replacement of the basketball court goals in all city parks	\$19,100
3	Repaving All Sports Building parking lot	\$45,000
4	Henderson Park Improvements to include: (1) Large BBQ pits; (2) Benches with tables – similar to the other parks; (3) Playground; (4) Improved lighting; and (5) Changing softball field back to baseball and possibly bringing in historical information	\$294,900
5	Rankin Field Score Board	\$30,000
	Total FY 18	\$421,000

Rau explained that a list of fourteen items totaling \$1,162,100 was originally presented to the Parks Board with Staff’s priority. The items listed above were the Parks Board recommendations for the BCDC review and approval.

A motion was made by Jason Kiemsteadt and seconded by Atwood Kenjura to approve the FY2017-2016 funding requests from Community Services, Parks Department and the Economic Development Foundation as presented with the exception of the design pedestrian streetscape and linear park amenities in a new area of redevelopment for \$175,000. These funds should be added to the contingency until such time as the city attorney has reviewed and made his recommendation.

Chairman Moser called for a vote. The motion passed with the Board voting as follows:

Chairman Charles Moser	Yes
Board Member Bill Betts	Yes
Board Member John Kiemsteadt	Yes
Board Member Darrell Blum	Yes
Board Member Atwood Kenjura	Yes
Board Member John Hasskarl	Absent
Board Member David Cone	Yes

7. Staff Updates

- **Administrative**
- **City Retail Update**
- **Parks & Recreation Update**

There were no staff updates.

The meeting was adjourned.

Charles Moser
Chairman

ATTEST:

Jeana Bellinger, TRMC, CMC
Secretary

DRAFT

MINUTES

BRENHAM COMMUNITY DEVELOPMENT CORPORATION

June 29, 2017

A special meeting of the Brenham Community Development Corporation was held on June 29, 2017, at City Hall, 2nd Floor Conference Room, 200 W. Vulcan, Brenham, Texas beginning at 7:30 a.m.

Board members present were Charles Moser, David Cone, Atwood Kenjura, Darrell Blum, and Bill Betts.

Board members absent were John Hasskarl and Jason Kiemsteadt.

City of Brenham staff members present were Terry Roberts, Ryan Rapelye, Dane Rau, Jeana Bellinger, and Paula Shields.

Others in attendance were Page Michel.

1. Chairman Charles Moser called the meeting to order

The regular meeting was closed at 7:30 a.m.

Executive Session

2. Texas Government Code Section 551.072 of the Texas Government Code for Purpose of Deliberation Regarding Real Estate Matters to Consider Land Transaction in the Southwest Industrial Park, Section III for Project Dream

Re-Open Regular Session

The regular meeting was re-opened at 7:38 a.m.

3. Discuss and Possibly Take Action as a Result of the Executive Session Regarding Real Estate Matters and Land Transaction in the Southwest Industrial Park, Section III for Project Dream

A motion was made by Bill Betts and seconded by Darrell Blum to offer Project Dream an extension of ninety (90) days for a first right of refusal option on 50 acres of land located in the Southwest Industrial Park, Section III and authorize the President to execute any necessary documentation. The original request was for 90 days on 31 acres and was approved at the March 3, 2017 BCDC meeting.

Chairman Moser called for a vote. The motion passed with the Board voting as follows:

Chairman Charles Moser	Yes
Board Member Bill Betts	Yes
Board Member John Kiemsteadt	Absent
Board Member Darrell Blum	Yes
Board Member Atwood Kenjura	Yes
Board Member John Hasskarl	Absent
Board Member David Cone	Yes

The meeting was adjourned.

Charles Moser
Chairman

ATTEST:

Jeana Bellinger, TRMC
Secretary



MEMORANDUM

To: BCDC Board and City Manager

From: Carolyn D. Miller
Assistant City Manager-Chief Financial Officer

Subject: BCDC Third Quarter FY16-17 Financial Statements

Date: August 14, 2017

Attached are the third quarter FY16-17 financial statements for BCDC. Notable trends or transactions are discussed below.

Sales Tax Revenue

For FY17, we increased our sales tax revenue budget by 2% over the prior year's budgeted amount. With nine months of collections received, FY17 sales tax revenue is trending above budgeted levels. Cumulatively, FY17 sales tax revenue is \$64,276 ahead of budget.

Financial Statements

The *Combined Balance Sheet* shows amounts for the SWIP III and BBC detention pond contributions, and we are showing a restatement of beginning fund balance of \$98,662. When the Bluebonnet Electric contribution was made in 2011, the amount was inadvertently recorded as income (sale of property) and we are reclassifying the amount to a liability.

The *Economic Development and Brenham Business Center* operations report shows an operating deficit of \$508,849 through the third quarter of FY17. This deficit is the result of two items: the second and final EDA Grant Matching Contribution and the use of approximately \$388,000 of reserves for the purchase of 45 acres of land near the Southwest Industrial Park. Also worth noting are \$21,518 of engineering costs incurred this year related to the construction of the SWIP III detention pond. All other operating expenditures were within budget levels and comparable to prior year.

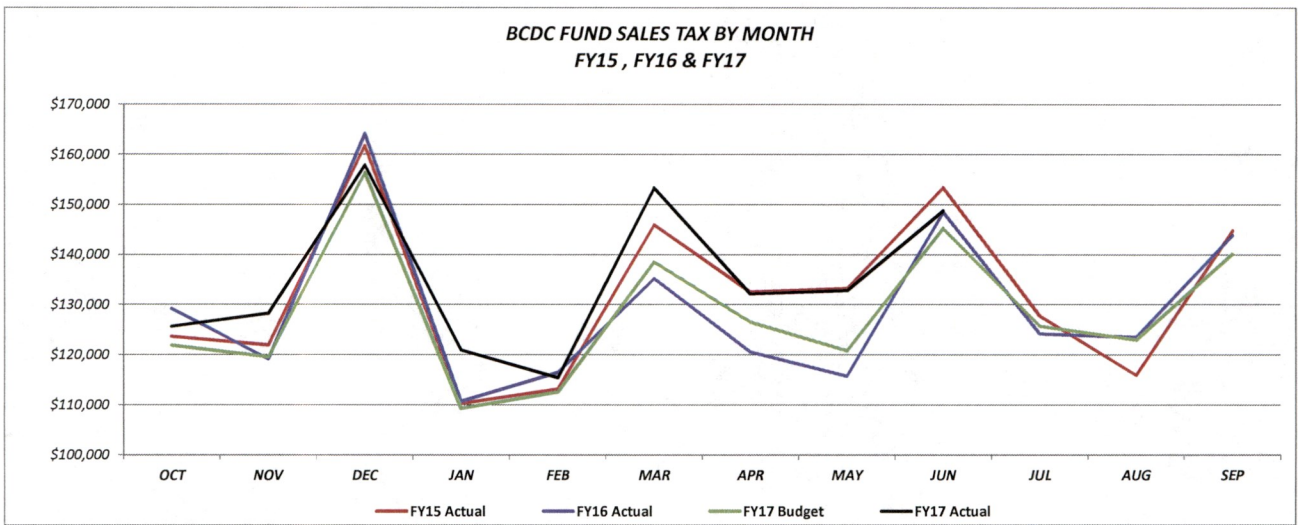
On the *Recreation* side, 11 of the 13 approved parks and recreation projects for FY17 have been completed or were in progress as of the third quarter. All other funded projects are expected to be completed and final costs known during the fourth quarter of FY17. At the April 20, 2017 meeting, BCDC approved an additional expenditure from the *Recreation* side and allocated \$46,442 of contingency to be transferred to the BCDC Capital Projects Fund for the Brenham Family Park Master Plan. The *Recreation* side ended the quarter with an operating surplus of \$21,872.

BCDC Capital Projects

As mentioned above, BCDC authorized the transfer of \$46,442 to the Capital Projects Fund for costs related to developing a master plan for the Brenham Family Park. As of the third quarter, work is in progress for this project but no invoices have been paid. In addition to the \$46,442, approximately \$397,500 of the original \$657,000 allocated for new park infrastructure costs remains available for future project expenditures.

After reviewing this information, should you have any questions prior to Thursday's meeting, do not hesitate to contact me directly at 979-337-7566.

**BCDC FUND SALES TAX BY MONTH
FY15, FY16 & FY17**



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
FY15 Actual	123,656	121,922	161,823	110,237	113,129	145,981	132,531	133,222	153,375	127,745	115,950	144,871	1,584,441
FY16 Actual	129,223	119,158	164,157	110,698	116,480	135,219	120,593	115,778	148,534	124,156	123,450	143,871	1,551,317
FY17 Budget	121,876	119,596	156,354	109,268	112,511	138,557	126,495	120,850	145,318	125,675	122,973	140,159	1,539,631
FY17 Actual	125,629	128,233	157,825	120,923	115,432	153,355	132,131	132,802	148,771				1,215,101

Budget vs. Actual Based on Allocated Budget

Difference	3,753	8,637	1,471	11,655	2,921	14,798	5,636	11,952	3,453				64,276
Cummulative	3,753	12,390	13,862	25,517	28,437	43,235	48,871	60,823	64,276				

**BREHAM COMMUNITY DEVELOPMENT CORPORATION
COMBINED BALANCE SHEET
YEAR TO DATE ACTUAL PERFORMANCE
FOR THE QUARTERS ENDING JUNE 30, 2016 AND 2017**

	YTD Actual 6/30/2016		YTD Actual 6/30/2017		Percent Incr (Decr)
<u>Assets</u>					
Cash and Equivalents	\$ 1,134,500		\$ 674,058		-40.59%
Certificate of Deposit-Bank of Brenham	500,000	D	500,000	D	
Interest Receivable - Certificate of Deposit	1,820		-		
Sales Tax Receivable	264,312	A	281,573	B	6.53%
Total Assets	\$ 1,900,632		\$ 1,455,631		-23.41%
<u>Liabilities and Fund Balance</u>					
Accrued Liabilities	\$ 400,107	C	\$ 411,403	C	2.82%
Detention Pond Payable-SWIP III	-		98,662	E	
Detention Pond Payable-BBC	36,968	F	36,968	F	0.00%
Total Liabilities	437,075		547,033		
<u>Fund Balance</u>					
Beginning Fund Balance, Restated	1,369,295		1,395,575	G	
Excess Revenues Over Expenditures	94,262		(486,977)		
Total Fund Balance	1,463,557		908,598		-37.92%
Total Liabilities and Fund Balance	\$ 1,900,632		\$ 1,455,631		-23.41%

A - Receivable represents actual sales tax for May and June 2016.

B - Receivable represents actual sales tax for May and June 2017.

C - Accrued Liabilities relate to debt service payments and inter-fund transfers which are being allocated quarterly to level out fund performance.

D - In February 2016, \$500,000 of excess cash reserves were invested in a 6 month Bank of Brenham Certificate of Deposit with an interest rate of 0.87%. This CD was been renewed and matures in August 2017.

E - In 2011, \$98,662 of Bluebonnet Electric's land purchase price was set aside for their share of the costs related to the land acquisition and construction of the storm water detention facilities necessary to serve their property at the Southwest Industrial Park.

F - In 2014, \$36,968 of Precision Polymer's land purchase price was set aside for their share of the costs related to the land acquisition and construction of the storm water detention facilities necessary to serve their property at the Brenham Business Center.

G - Beginning fund balance restated for Bluebonnet Electric detention pond contribution.

BRENHAM COMMUNITY DEVELOPMENT CORPORATION
COMBINED STATEMENT OF REVENUES AND EXPENDITURES
YEAR TO DATE PRO FORMA PERFORMANCE
FOR THE QUARTERS ENDING JUNE 30, 2016 AND 2017

	YTD Actual 6/30/2016	YTD Actual 6/30/2017	Percent Incr (Decr)
<u>Revenues</u>			
Sales Tax	\$ 1,159,841	\$ 1,215,101	4.76%
Lease of Land	(1,076)	-	
Loan Proceeds from Electric Fund	-	500,000	
Interest	3,935	9,384	138.48%
Total Revenues	<u>1,162,700</u>	<u>1,724,485</u>	48.32%
<u>Expenditures</u>			
Lawn Maintenance	5,775	5,319	-7.90%
Services - Electrical	5,122	4,557	-11.03%
Legal Fees	864	6,841	691.78%
Audits & Consultants	1,696	4,000	135.85%
Aquatic Center Fence (3 Phases)	20,000	37,663	
Aquatic Center Water Play Features (2)	89,950	-	
Aquatic Center On-Line Registration System	14,545	-	
Aquatic Center Interior Improvements	-	-	
Park Trash Receptacles	14,645	8,120	
Hohlt and Jackson St. Park Pavilion Picnic Tables	13,363	4,180	
Baseball/Softball Infield Upgrades	98,411	-	
Lightning Detection Syst-Linda Anderson & Fireman's Park	19,533	-	
Hohlt Park Bleachers - Kenjura & Field 4	41,275	-	
Skate Park Addition	-	-	
Fireman's Park Restroom Upgrades	-	250,000	
Downtown Christmas Stroll Attraction	10,000	10,000	
Movies in the Park	4,000	4,000	
Basketball Court Improvements (4 courts)	-	38,698	
Hohlt Park Shade Canopies	-	38,641	
Fireman's Park Scoreboard Replacement (55% of total cost)	-	35,000	
Henderson & Jackson St. Park Signage	-	20,284	
Fireman's Park Parking Lot Reconstruction	-	15,000	
Brenham Family Park Master Plan	-	46,442	
Land Purchase	-	888,373	
Detention Pond Construction	-	21,518	
Note Payable to City - Interest	6,652	4,260	-35.96%
Note Payable to City - Principal	46,765	49,158	5.12%
EDF - EDA Grant Matching Contribution	100,000	150,000	50.00%
EDF Marketing	11,335	14,830	30.83%
EDF Operations	109,343	126,009	15.24%
Total Expenditures	<u>613,274</u>	<u>1,782,893</u>	190.72%
Revenues Over (Under) Expenditures	549,426	(58,408)	-110.63%
<u>Other Financing Sources (Uses)</u>			
Transfer to Aquatic Center	(30,000)	-	-100.00%
Transfer to Debt Service Fund	(86,723)	(88,514)	10 Limited Tax Notes
Transfer to Debt Service Fund	(338,441)	(340,055)	09 Refunded Debt
Total Other Financing Sources (Uses)	<u>(455,164)</u>	<u>(428,569)</u>	
Total Surplus (Deficit)	<u>94,262</u>	<u>(486,977)</u>	
Beginning Fund Balance	1,369,295	1,494,237	
Prior Period Restatement-Detention Pond Payable	-	(98,662)	
Beginning Fund Balance as Restated	<u>1,369,295</u>	<u>1,395,575</u>	
Estimated Ending Fund Balance	<u>\$ 1,463,557</u>	<u>\$ 908,598</u>	

**BREHAM COMMUNITY DEVELOPMENT CORPORATION
ECONOMIC DEVELOPMENT & BREHAM BUSINESS CENTER
YEAR TO DATE PRO FORMA PERFORMANCE
FOR THE QUARTERS ENDING JUNE 30, 2016 AND 2017**

	YTD Actual 6/30/2016	YTD Actual 6/30/2017	Percent Incr (Decr)
<u>Revenues</u> <i>35% of Combined</i>			
Sales Tax	\$ 405,944	\$ 425,285	4.76%
EDF Accumulated Funds	-	-	
Sale of Land	-	-	
Lease of Land	(1,076)	-	
Loan Proceeds from Electric Fund	-	500,000 C	
Interest	1,377	3,284	138.52%
	<u>406,245</u>	<u>928,570</u>	<u>128.57%</u>
<u>Expenditures</u>			
Lawn Maintenance	5,775	5,319	-7.90%
Services - Electrical	5,122	4,557	-11.03%
Legal Fees	864	6,584	662.04%
Audits & Consultants	1,696	4,000	135.85%
Note Payable to City - Interest	6,652	4,260	-35.96%
Note Payable to City - Principal	46,765	49,158	5.12%
EDF - EDA Grant Matching Contribution	100,000 A	150,000 B	50.00%
Land Purchase	-	888,373 C	
Detention Pond Construction	-	21,518	
EDF Marketing	11,335	14,830	30.83%
EDF Operations	109,343	126,009	15.24%
Total Expenditures	<u>287,552</u>	<u>1,274,608</u>	<u>343.26%</u>
Revenues Over (Under) Expenditures	118,693	(346,038)	
<u>Other Financing Sources (Uses)</u>			
Transfer to Debt Service Fund - Principal	(82,500)	(86,250)	10 Limited Tax Notes
Transfer to Debt Service Fund - Interest	(4,223)	(2,264)	10 Limited Tax Notes
Transfer to Debt Service Fund - Principal	(67,028)	(69,885)	09 Refunded Debt
Transfer to Debt Service Fund - Interest	(6,916)	(4,411)	09 Refunded Debt
Total Other Financing Sources (Uses)	<u>(160,667)</u>	<u>(162,810)</u>	
Total Surplus (Deficit)	<u>(41,974)</u>	<u>(508,849)</u>	
Beginning Fund Balance	827,009	788,435	
Prior Period Restatement-Detention Pond Payable	-	(98,662) E	
Beginning Fund Balance as Restated	<u>827,009</u>	<u>689,773</u>	
Estimated Ending Fund Balance	<u>\$ 785,035</u>	<u>\$ 180,924 D</u>	

A - At the November 17, 2015 meeting, BCDC approved the release of \$100,000 (payment #1) of committed BCDC funds to the EDF for the Public Works and Economic Adjustment Grant through the EDA.

B - At the January 12, 2017 meeting, BCDC approved the release of \$100,000 (payment #2) of committed BCDC funds to the EDF for the Public Works and Economic Adjustment Grant through the EDA.

C - At the September 22, 2016 special meeting, BCDC approved the purchase of 45 acres of land near the Southwest Industrial Park. This land was funded through use of reserves and a \$500,000 Note Payable to the City Electric Fund.

D - At the 1/23/14 meeting, BCDC committed \$40,000 to be paid in FY19 per the terms of a Performance Agreement with Tempur Sealy.

E - Beginning fund balance restated for Bluebonnet Electric detention pond contribution.

BRENHAM COMMUNITY DEVELOPMENT CORPORATION
RECREATION
YEAR TO DATE PRO FORMA PERFORMANCE
FOR THE QUARTERS ENDING JUNE 30, 2016 AND 2017

	YTD Actual 6/30/2016	YTD Actual 6/30/2017	Percent Incr (Decr)
<u>Revenues</u> <i>65% of Combined</i>			
Sales Tax	\$ 753,897	\$ 789,816	4.76%
Interest	2,558	6,100	138.45%
	<u>756,455</u>	<u>795,915</u>	5.22%
<u>Expenditures</u>			
Legal Fees	-	257	
Aquatic Center Fence (3 Phases)	20,000	37,663	
Aquatic Center Water Play Features (2)	89,950	-	
Aquatic Center On-Line Registration System	14,545	-	
Aquatic Center Interior Improvements	-	-	
Park Trash Receptacles	14,645	8,120	
Hohlt and Jackson St. Park Pavilion Picnic Tables	13,363	4,180	
Baseball/Softball Infield Upgrades	98,411	-	
Lightning Detection Syst-Linda Anderson & Fireman's Park	19,533	-	
Hohlt Park Bleachers - Kenjura & Field 4	41,275	-	
Skate Park Addition	-	-	
Fireman's Park Restroom Upgrades	-	250,000	
Downtown Christmas Stroll Attraction	10,000	10,000	
Movies in the Park	4,000	4,000	
Basketball Court Improvements (4 courts)	-	38,698	
Hohlt Park Shade Canopies	-	38,641	
Fireman's Park Scoreboard Replacement (55% of total cost)	-	35,000	
Henderson & Jackson St. Park Signage	-	20,284	
Fireman's Park Parking Lot Reconstruction	-	15,000	
Total Expenditures	<u>325,722</u>	<u>461,843</u>	
Revenues Over (Under) Expenditures	430,733	334,073	
<u>Other Financing Sources (Uses)</u>			
Transfer to Aquatic Center	(30,000)	-	-100.00%
Transfer to BCDC Capital Projects	-	(46,442) A	
Transfer to Debt Service Fund - Principal	(239,760)	(249,980)	09 Refunded Debt
Transfer to Debt Service Fund - Interest	(24,737)	(15,778)	09 Refunded Debt
Total Other Financing Sources (Uses)	<u>(294,497)</u>	<u>(312,200)</u>	
Total Surplus (Deficit)	<u>136,236</u>	<u>21,872</u>	
Beginning Fund Balance	<u>542,286</u>	<u>705,802</u>	
Estimated Ending Fund Balance	<u>\$ 678,522</u>	<u>\$ 727,674</u>	

A - At the April 20, 2017 meeting, BCDC approved an Engineering Agreement with Jones and Carter for the planning and design of the Brenham Family Park.

BCDC CAPITAL PROJECTS FUND
AS OF JUNE 30, 2017

	Budget	Total to Date	Fav (Unfav)
<u>Funds Available</u>			
Transfer from BCDC - Brenham Family Park Infrastructure Costs	657,000	657,000	-
Transfer from BCDC - Brenham Family Park Title Policy Costs	6,877	6,877	-
Contribution from Developer - Road Construction	735,044	735,044	-
Transfer from BCDC - Brenham Family Park Master Plan	46,442	46,442	-
Interest Income	3,161	3,161	-
	1,448,524	1,448,524	-
<u>Use of BCDC Funds</u>			
Brenham Family Park			
Road construction to cul de sac - 25% City / 75% Kruse	967,743	967,743	-
Gessner Engineering - soil testing - 25% City / 75% Kruse	12,315	12,315	-
Jones & Carter - Park Master Plan	46,442	-	46,442
Creek crossing	225,000	-	225,000
Road extension to new park	72,000	-	72,000
Water line materials	70,545	-	70,545
Sewer line materials	30,000	-	30,000
Land - Title Policy	6,877	6,877	-
City Reimb of J&C road construction invoices paid by Developer	17,601	17,601	-
Total	1,448,524	1,004,537	443,987
Contingency	-	-	-
Total Uses	1,448,524	1,004,537	443,987
Fund Balance	-	443,987	



To: Brenham Community Development Corporation Board

From: Terry K. Roberts, BCDC President

Subject: **FUNDING INTERPRETATION LINEAR PARKS**

Date: August 9, 2017

During BCDC budget discussions at your last meeting one of the projects being considered was extension of the linear park system in the downtown area along Park Street to the south. The City is considering drainage system improvements on Park Street in the area of the railroad crossing to upgrade drainage facilities in hopes of making the area more attractive for economic development. The linear park project is being considered to upgrade that area after installation of the new drainage facilities.

A question arose at the meeting regarding the project and a request to evaluate whether the more appropriate funding source for the linear park project is from BCDC economic development funds or BCDC community development/recreation funds.

Included in your packet is an analysis of that question. It is contained in an email exchange between me and the BCDC's attorney Cary Bovey. Since it is in email format, my explanation of the question follows his answer.

Mr. Bovey offers his opinion that the underlying project is essentially a public works infrastructure project intended to make economic development projects in the area more viable. It leads him to recommend designation of the funding source for this project as being on the economic development side of the ledger. Since the law does not make a distinction between the two sides of the ledger Mr. Bovey believes the decision lies within the discretion of the Board of Directors.

The project was originally requested for funding on the community development/recreation side of the ledger. When the question about the funding source arose, the project was placed on a contingency list awaiting further direction from the Board.

We have this item on the agenda for August 17th so that the Board can give direction on which side of the ledger to allocate the cost for this project.

Paula Shields

From:
Sent:
To:
Cc:
Subject:
Attachments: 20170719150557.pdf

Terry,

I am writing in response to your request for an interpretation regarding the appropriate designation of Type B funding source for a capital project involving downtown area drainage improvements and a linear park pedestrian streetscape. As noted in your July 10 email to me, the issue is whether the funding for the project is "more appropriately assigned to the 65% recreation/community development side of the ledger or the 35% economic development side."

In evaluating this issue, I have reviewed applicable state law, the BCDC bylaws, your July 10, 2017 email, Wende's June 5, 2017 memo to the BCDC Board of Directors, and the minutes from the December 5, 1996 joint City Council/BCDC meeting at which the 65%/35% allocation of economic development sales tax revenues was approved. The BCDC bylaws do not mention the 65/35 split of revenues at all. Further, the minutes the 1996 joint meeting of the City Council and BCDC (a pdf copy is attached to this email) do not provide any details concerning the reason for the 65/35 split, nor any guidance as to what types of projects would be allocated to each funding source. Despite much discussion on some other issues, with regard to the 65/35 split the minutes simply state, in pertinent part:

On a motion made by Councilmember Bates and a second by Mayor Pro Tem Ebel Council approved the allocation of revenue among the Industrial Development and Recreational Development as a 65/35 split.

Unfortunately, the minutes are not very helpful for interpreting the issue of the appropriate designation of the funding source between the recreation/community development side of the ledger or the economic development side.

However, the provisions of the state law that define the types of projects for which the BCDC is authorized to spend economic development sales tax revenues are instructive. The linear park pedestrian streetscape project is certainly an authorized project pursuant to applicable state law. There are at least two sections of state law upon which the BCDC could rely for authorization to expend BCDC funds on the project: Texas Local Government Code, Section 501.103 and Section 505.152, which respectively state as follows:

Sec. 501.103. CERTAIN INFRASTRUCTURE IMPROVEMENT PROJECTS. In this subtitle, "project" includes expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to:

(1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements;

(2) telecommunications and Internet improvements; or

(3) beach remediation along the Gulf of Mexico.

Sec. 505.152. PROJECTS RELATED TO RECREATIONAL OR COMMUNITY FACILITIES. For purposes of this chapter, "project" includes land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children's sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area

transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section.

The “underlying project is a public works infrastructure project to address drainage concerns in the area and to make economic development activities become more viable through repairing the limited drainage.” This underlying project is also necessitating improvements to the street infrastructure. The linear park pedestrian streetscape and associated improvements in the public street right-of-way, even though to be constructed in a manner which is more pedestrian friendly, aesthetically pleasing, etc., is still a street improvement project at its core. In my opinion, the project would be categorized more appropriately as described by Section 501.103 rather than 505.152, which would lead me to recommend designation of the funding source on the economic development side of the ledger.

Ultimately, this is a decision within the discretion of the Board of Directors. The project is authorized pursuant to state law. The 65/35 split is a creation of the City and BCDC, not required or contemplated by state law. Based on the descriptions of the types of projects outlined in Sections 501.103 and 505.152, in my opinion the stronger argument is that the project is a street infrastructure project under 501.103, rather than a recreational/community development project under 505.152, and therefore funding would be appropriate as an economic development project.

Hope this is helpful – please let me know if you have any questions, comments, etc.

Thanks,
Cary

Cary L. Bovey
Law Office of Cary L. Bovey, PLLC
2251 Double Creek Dr., Suite 204
Round Rock, Texas 78664
(512) 904-9441
Fax (512) 904-9445
cary@boveylaw.com

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From: Terry Roberts [mailto:TRoberts@cityofbrenham.org]
Sent: Monday, July 10, 2017 12:01 PM
To: Cary Bovey External <cary@boveylaw.com>
Cc: Wende Ragonis <WRagonis@cityofbrenham.org>; Ryan Rapelye <rrapelye@cityofbrenham.org>; Carolyn Miller <CMiller@cityofbrenham.org>; Paula Shields <PShields@cityofbrenham.org>
Subject: BCDC Project Interpretation

Cary,

One of the items we briefly discussed last Thursday was the need to obtain a legal interpretation regarding the funding of a certain capital project by the BCDC. Specifically the question involves whether the funding of that project is more appropriately assigned to the 65% recreation/community development side of the ledger or the 35% economic development side. The project, described in the attachment, is a project supported by the BCDC but clarity is being sought on where to assign the project's funding.

The attached document is the budget request for FY 18 from Wende Ragonis to the BCDC for Community

Services Division projects. The specific project on which we need clarification is designated "Design and Construct Pedestrian Linear Park Amenities (Park, 1st Street and Church). The projected cost estimate is \$150,000. The second page of the attachment describes the project under the heading Main Street Brenham and is found in the first paragraph (1).

To give your further background, the City is planning storm drainage improvements in the area described in Wende's memo and we are funding those improvements with General Fund dollars. The drainage improvements are needed to address deficient drainage in the area and to encourage commercial economic development activities that are being considered in that area near the core of downtown Brenham. There is some anticipated development that will take place if the City undertakes the storm drainage improvements taking the storm water underground. The streets will need to be resurfaced after the underground storm sewer pipes are installed. Rather than just patch the existing street, the project outlined in the attached memorandum will substantially upgrade the surface of Park Street and its right of way with a linear park pedestrian streetscape to continue the flow of the downtown streetscape look into this section of Park Street. It was initially submitted as a recreation/community development project and requested on the 65% recreation/community development side of the ledger.

The BCDC understands the underlying project is a public works infrastructure project to address drainage concerns in the area and to make economic development activities become more viable through repairing the limited drainage. BCDC Board member Bill Betts questions the allocation of the project to the parks side of the BCDC funding since the reason for the continuation of the linear park expansion is due to the upgrading of this area of downtown to foster economic development activity. Mr. Betts is not questioning the value of the project or whether BCDC funds can be spent to upgrade a pedestrian linear park. He sees the project as fitting more under the allocation of economic development than the recreation/community development side of funding.

As you and I have discussed in the past, the 65/35 split is an allocation that was made by the City Council at the beginning of the program in the late 1990's. However, the BCDC and Council have respected that allocation and have even reimbursed the other side when one side has made the expenditure and needed to get reimbursed over time to pay the other side back.

If you need more clarity on the scope and nature of the project you are welcomed to discuss it with Wende. The project is currently listed as a contingency to be allocated once there is a better understanding of where the projects fits. We will take an update back to BCDC at their August 17th meeting. If we need to talk before you assess the matter, please feel free to call.

Thanks.

Terry K. Roberts
City Manager
City of Brenham
200 W. Vulcan St.
Brenham, Texas 77833
(979)337-7390 (Office)
(979)451-0989 (Mobile)
troberts@cityofbrenham.org

-----Original Message-----

From: ricoh@cityofbrenham.org [<mailto:ricoh@cityofbrenham.org>]
Sent: Monday, July 10, 2017 10:32 AM
To: Terry Roberts
Subject: Message from "RNP002673BAB615"

This E-mail was sent from "RNP002673BAB615" (MP C8002).

Scan Date: 07.10.2017 10:32:11 (-0500)

Queries to: ricoh@cityofbrenham.org

Joint mtg of C.No. 0435 and BCDC
Dec. 5, 1996

Executive Session Opened

Executive Session Closed. No action was taken.

A joint session of the Brenham City Council and the Brenham Community Development Corporation Board was held December 5, 1996, at 3:30 p.m. in the City Administration Building with the following members present for The City of Brenham: Mayor Schwartz, Mayor Pro Tem Ebel, Councilmembers Garnett, Chinnock, Bates, Rothermel, Pettie, Kyle Dannhaus, Linda Weisepape, Diana Bennett, and Debra Brent. BCDC Members present were Don Wilder, Milton Tate, Mary Barnes, Keith Kallie, Shirley Herring, Dennis Crowson and Margaret Charlesworth, others in attendance were Robert Appel, Richard O'Malley, Dick O'Malley, Charles Moser, Ron Alfred, Lois Kolkhorst, Sherri Winkleman, Paul Ehlert, Sam Behnke, Keith Twiggs, Bob Granger, Lloyd Beaden, Leon Toubin, Bob Schmidt, Jay Alexander and Terry Logan.

Mayor Schwartz called the Work Session to order.

Mayor Schwartz stated tha an application for a \$500,000.00 Grant was in place. Notice of whether or not the City would receive the Grant would be given in January, 1997. The terms of this Grant are for use in constructing little league fields and one soccer field and not to be considered in today's discussion. He advised there are some things the City can do to help begin establishing some lines for this park. Mayor Schwartz stated he didn't feel any decisions for financing could be made during this meeting. Milton Tate stated in order to begin on the Parks, a loan of some sort would have to be made. Mayor Schwartz stated he felt Council understood, but he also feels with the City performing some of the utility work a sizable amount of money can be saved and the savings utilized on other improvements to the parks. Mayor Schwartz stated the City is willing to listen to any suggestions from the Recreational Parks Board or the Industrial Parks Board, but will not tolerate any squabbling between the two. Mr. Wilder stated decisions needed to be made as to who is responsible for bringing utilities to the properties. Randy Patterson stated the City's responsibility for utilities in the Industrial Park are for streets and storm sewers not gas, water, sewer and electrical. Randy stated the extension of the sewer trunk for the Recreational Park will be paid for by the City. Robert Appel stated when approvals were given for these projects the understanding of the order was the soccer fields, little league fields and swimming pool. Councilmember Garnett inquired about maintenance on a proposed Natatorium. Mayor Schwartz replied a committee had been appointed to research this information. Councilmember Garnett inquired as to how large the pool needed to be for competition, the reply was at least 25 meters. Mayor Pro Tem Ebel stated he felt all alternatives should be investigated and no final decisions should be made until this is completed. A suggestion was made to place fees for the use of the fields and pool for tournaments and swim meets in the General Fund to help with maintenance of the properties

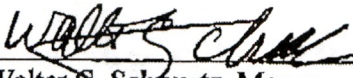
Mayor Schwartz ask Richard O'Malley what needed to be done to allow them to begin engineering. Mr. O'Malley replied that Mr. Tate's Board needed to authorize them to begin with designs of the Industrial Park. He stated two different projects would be done, (1) road, street and drainage project, (2) sewer project. Mayor asked Richard O'Malley when the plans could be complete he replied that if Mr. Tate's board would give them authorization to get started they could have complete plans by the end of January, 1997. Mayor Schwartz asked Mr. Schmidt if we could have some designs on the Recreational Park and in what time frame. Mr. Schmidt agreed he could work within the same time frame as Richard O'Malley, by the end of January, 1997.

Work Session was adjourned.

Formal Session opened.

On a motion made by Councilmember Bates and a second by Mayor Pro Tem Ebel Council approved the allocation of revenue among the Industrial Development and Recreational Development as a 65/35 split.

The meeting adjourned.



Walter C. Schwartz, Mayor



Attending Secretary



**City of Brenham
Engineering Department**

200 W. Vulcan St.
Brenham, Texas 77833

P.O. Box 1059
Brenham, Texas 77834-1059

Memorandum

Date August 17, 2017
To BCDC Board Members
From Lori Lakatos, PE, CFM
Subject Southwest Industrial Park, Section III – Detention Pond

When the Southwest Industrial Park, Section III was original designed and developed a detention pond was designed and partially constructed to serve 127.6 acres comprised of 119.1490 acres Wiege Tract located on Industrial Blvd. and 8.5 acres Brenham Industrial Foundation Tract located on Pickle Circle.

The detention pond was designed to be constructed in phases as land developed. Phase I consisted of the construction of the dam, outfall structure, and enough detention to serve Lot 1 and Longwood Drive of the SWIP Section III plat. Phase II was part of an excavation contract with a contractor that needed fill material for the construction of US 290, at little to no cost to the BCDC. The final phase is to clean up the pond and grade the pond to meet design criteria to serve the properties that were annexed into SWIP Section III.

Currently there are six properties that were agreed upon by the BCDC to be included in the property owners association and to be served by the detention pond. The properties are as follows:

Weige Tract	119.1490 acres
Brenham Industrial Foundation Tract	0.5492 acres
Brenham Industrial Foundation Tract	1.4480 acres
Brenham Industrial Foundation Tract	0.7201 acres
Brenham Industrial Foundation Tract	8.5000 acres
<u>Ladja Properties, Ltd. Tract</u>	<u>2.0990 acres</u>
TOTAL ACREAGE	132.4653 acres

The property agreed to be within the SWIP Section III exceeds the detention pond design capacity, based on the Drainage and Detention Report for SWIP, Section III, prepared by Jones & Carter, Inc., in November 2012.

Due to the increased property within the SWIP Section III it is recommended that the BCDC retain a consultant to finalize the detention pond design and verify the capacity of the detention pond to serve these properties and potentially additional properties, should the BCDC or the property's owner association like.

The agreement being presented for consideration is for the final design of the detention facility with Jones & Carter, Inc. for actual services performed, not to exceed \$39,936.00, with additional

Page 2

services of \$17,910.00 for Improvements to Longwood Drive Drainage. If the additional services are approved the agreement will be for \$57,846.00

Staff recommends moving forward with final design and construction of the detention pond at the Southwest Industrial Park, Section III.

Attachment:

Professional Services Agreement with Jones & Carter for SWIP III Detention Pond

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
PROJECT NO. 2017-13
BRENHAM COMMUNITY DEVELOPMENT CORPORATION
SOUTHWEST INDUSTRIAL PARK, SECTION III DETENTION POND**

THE STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §

THIS AGREEMENT made on the _____ day of _____, 2017 entered into, and executed by and between the Brenham Community Development Corporation, Texas (the "BCDC"), a economic development corporation of the State of Texas, and Jones & Carter, Inc. ("Engineer").

WITNESSETH:

WHEREAS, the BCDC desires to evaluate the existing detention pond and prepare final design plans for the detention pond at Southwest Industrial Park, Section III (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to provide land surveying, project planning, project design, and preparation of construction documents, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional engineering services to the BCDC;

NOW, THEREFORE, the BCDC and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional engineering services as defined in Attachment "A" attached hereto and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Services," and for having rendered such services, the BCDC agrees to pay Engineer compensation as stated in Section VII.

**SECTION II
CHARACTER AND EXTENT OF SERVICES**

Engineer shall do all things necessary to render the engineering services and perform the Scope of Services with the professional skill and care ordinarily provided by

competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the BCDC, or make representations or commitments on behalf of the BCDC or its officers or employees without the express prior written approval of the BCDC. The BCDC shall be under no obligation to pay for services rendered not identified in Attachment "A" without prior written authorization from the BCDC.

SECTION III OWNERSHIP OF WORK PRODUCT

Engineer agrees that the BCDC shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The BCDC shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the BCDC had prepared or acquired the same.

SECTION IV TIME FOR PERFORMANCE

The time for performance of the Scope of Services is 360 calendar days beginning from the execution date of this Agreement. Upon written request of Engineer, the BCDC may grant time extensions to the extent of any delays caused by the BCDC or other agencies with which the services must be coordinated and over which Engineer has no control.

SECTION V COMPLIANCE AND STANDARDS

Engineer agrees to perform the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the services to be performed hereunder and Engineer's performance.

SECTION VI INDEMNIFICATION

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the BCDC, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's

agent, consultant under contract, or another entity over which the Engineer exercises control.

SECTION VII ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Engineer pursuant to this Agreement, the BCDC shall pay Engineer only for the actual services performed under the Scope of Services, on the basis set forth in Attachment "A," up to an amount not to exceed \$ 39,936.00, including reimbursable expenses as identified in Attachment "A."

SECTION VIII TERMINATION

The BCDC may terminate this Agreement at any time by giving written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a sworn statement, showing in detail the services performed under this Agreement to the date of termination. The BCDC shall then pay Engineer for such services performed under this Agreement as those services bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, maps, studies, documents and other work product prepared under this Agreement shall be delivered to the BCDC when and if this Agreement is terminated.

SECTION IX ADDRESSES, NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Engineer at the following address:

Jones & Carter, Inc.
150 Venture Drive, Suite 100
College Station, TX 77845
Attn: Grant L. Lischka, P.E.

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the BCDC at the following address:

Brenham Community Development Corporation
200 W. Vulcan St., 77833
PO Box 1059
Brenham, TX 77834-1059
Attn: City Engineer

**SECTION X
LIMIT OF APPROPRIATION**

Prior to the execution of this Agreement, Engineer has been advised by the BCDC and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the BCDC shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the BCDC and that the total compensation that Engineer may become entitled to hereunder and the total sum that the BCDC shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

**SECTION XI
SUCCESSORS AND ASSIGNS**

The BCDC and Engineer bind themselves and their successors and assigns to the other party of this Agreement and to the successors and assigns of such other party, in respect to all covenants of this Agreement. Engineer shall not assign, sublet, or transfer its interest in this Agreement without the written consent of the BCDC. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the BCDC or any public body which may be a party hereto.

**SECTION XII
MODIFICATIONS**

This instrument, including Attachment "A," contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. To the extent there is a conflict between the provisions of this Agreement and the provisions of Attachment "A," this Agreement shall control. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

**SECTION XIII
ADDITIONAL SERVICES OF ENGINEER**

If authorized in writing by the BCDC, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Attachment "A." These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Attachment "A," up to the amount authorized in writing by the BCDC.

**SECTION XIV
CONFLICTS OF INTEREST**

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Engineer shall fully complete and file with the BCDC Secretary a Conflict of Interest Questionnaire.

**SECTION XV
PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the BCDC by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the BCDC.

**SECTION XVI
INSURANCE**

Engineer shall procure and maintain insurance in accordance with the terms and conditions set forth in Attachment "B," for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness or disease or death, claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and claims of errors and omissions.

**SECTION XVII
MISCELLANEOUS PROVISIONS**

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence of performance by Engineer or of the receipt of or acceptance by the BCDC of the services covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Washington County, Texas.

C. This Agreement is for sole benefit of the BCDC and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

D. Engineer further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

IN WITNESS WHEREOF, the Brenham Community Development Corporation has lawfully caused this Agreement to be executed by the President of said Corporation and attested by the BCDC Secretary and Jones and Carter, Inc, acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this _____ day of _____, 2017.

ENGINEER:

Jones & Carter, Inc.

By: _____
Name: Grant L. Lischka, PE
Title: Department Manager

**BREHAM COMMUNITY DEVELOPMENT
CORPORATION, TEXAS**

Terry Roberts, President

ATTEST:

Jeana Bellinger, BCDC Secretary

ATTACHMENT "A"

PART A - SCOPE OF SERVICES BRENHAM COMMUNITY DEVELOPMENT CORPORATION PROJECT NO. 2017-13 SOUTHWEST INDUSTRIAL BUSINESS PARK, SECTION III DETENTION POND

This effort is intended to provide professional engineering and land surveying services as described in the Contract, and as further defined by this Attachment A, Scope of Services. Reference to Director throughout Attachment A refers to the City Engineer, Director of Sponsoring Department or the BCDC appointed representative.

Description of Project

The Project generally is described as the Analysis and Final Design of the Southwest Industrial Park, Section 3 Detention Pond

Reference Standards and Criteria

- City of Brenham

Scope of Services

1. As-built survey of existing detention pond - Conduct an as-built survey of the existing detention pond in SWIP to determine constructed volume. All improvements within the detention pond will be located. A boundary verification will also be performed to include relevant property boundary lines.
2. Evaluate the detention pond capacity – Utilizing the as-built survey, JC will perform an analysis of the detention pond to establish the current capacity and evaluate if additional capacity is available through deepening or widening. The analysis will be conducted assuming an impervious land coverage of 85 percent as well as two additional values for impervious land coverage, as directed by the BCDC.
3. Prepare Final Design Plans – After the analysis, JC will prepare construction plans, specifications, contract documents, and final opinions of probable costs for the detention pond. Design of off-site storm sewer is not included in this scope.
4. Bidding and Construction Phase Services – After completion of the Design Phase and when authorized by the BCDC, JC will assist the BCDC in securing and analyzing bids or negotiated proposals, recommend award of construction contracts, and consult with the BCDC during construction; transmit instructions of the BCDC to the Contractor; periodically visit construction site to observe progress and quality of work; interpret drawings and specifications; review shop drawings, material and equipment tests, and Contractor's pay estimates; observe the completed construction for conformity to contract

documents; and issue to the BCDC a Certificate of Substantial Completion at which time Construction Phase Services shall be deemed complete.

5. Field Project Representation – If the BCDC desires, JC will provide part-time field project representation for the project. The fee is based on 3 visits during the project duration.
6. Construction Staking – JC will perform one-time construction staking for the project. Any additional construction staking required after the initial staking is not included in this scope.
7. Final as-built survey – After construction, JC will perform an as-built survey of the detention pond to verify conformance with the construction plans.

Additional Services

Additional Services for Design of a drainage channel on the south side of Industrial Drive between Longwood Drive and the detention pond.

1. Topographic Survey – JC will perform a topographic survey of the area between Longwood Drive and the detention pond and south of Industrial Drive. A boundary verification will also be performed to include relevant property boundary lines.
2. Prepare Final Design Plans – JC will prepare construction plans, specifications, contract documents, and final opinions of probable costs for the drainage channel between Longwood Drive and the detention pond. Design of off-site storm sewer is not included in this scope.
3. Bidding and Construction Phase Services – After completion of the Design Phase and when authorized by the BCDC, JC will assist the BCDC in securing and analyzing bids or negotiated proposals, recommend award of construction contracts, and consult with the BCDC during construction; transmit instructions of the BCDC to the Contractor; periodically visit construction site to observe progress and quality of work; interpret drawings and specifications; review shop drawings, material and equipment tests, and Contractor's pay estimates; observe the completed construction for conformity to contract documents; and issue to the BCDC a Certificate of Substantial Completion at which time Construction Phase Services shall be deemed complete.
4. Field Project Representation – If the BCDC desires, JC will provide part-time field project representation for the project. The fee is based on 3 visits during the project duration.
5. Construction Staking – JC will perform one-time construction staking for the project. Any additional construction staking required after the initial staking is not included in this scope.
6. Final as-built survey – After construction, JC will perform an as-built survey of the detention pond to verify conformance with the construction plans.

**PART B – BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES
 BRENHAM COMMUNITY DEVELOPMENT CORPORATION
 PROJECT NO. 2017-13
 SOUTHWEST INDUSTRIAL PARK, SECTION III DETENTION POND**

The following represents the estimated maximum compensation for the scope of services documented in Attachment A, Part A of this agreement. If services beyond those specifically identified are determined necessary during the project, Engineer shall not proceed with those services until such time written approval of the scope and any additional fees are approved by the Brenham Community Development Corporation.

Total Fee - \$39,936

Task 200 – Design Phase Services	\$10,628.00
Task 300 – Construction Phase Service	\$6,168.00
Task 400 – Additional Engineering Services	\$12,720.00
Task 500 – Surveying Services	\$9,350.00
Task 600 – Field Project Representation	\$1,070.00
TOTAL	\$39,936.00

Additional Services – Longwood Drive Drainage Improvements	\$17,910.00
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Design	\$5,950.00
Topo Survey	\$3,000.00
Construction Staking	\$2,500.00
Project Rep	\$1,070.00
Construction Services	\$3,740.00
As-built (if required)	\$1,650.00

ATTACHMENT "B"

INSURANCE



MEMORANDUM

To: BCDC Board

From: Jeana Bellinger, TRMC, CMC
City Secretary

Subject: Annexation of 8.5 Acres into SWIP, Section III

Date: August 8, 2017

As outlined in Section VIII of the Declaration of Covenants, Conditions and Restrictions of Southwest Industrial Park, Section Three the BCDC, as the Declarant, has the authority to annex additional property, up to thirty (30) acres, into SWIP, Section III upon receipt of a written request from the property owner.

In reviewing various documents related to SWIP, it was determined that 8.5 acres of land owned by the Economic Development Foundation (EDF) was inadvertently left out of the total acreage annexed as part of SWIP, Section III. This tract is located at the northwest corner of the intersection of Longwood Drive and Pickle Circle. It appears that this tract was included in the 2012 drainage and detention study performed by Jones & Carter, it was just never formally annexed; therefore, it was not included in the CCR document as filed in the County records. It is staff's recommendation that this 8.5 acre tract be annexed so that SWIP, Section III can be made whole.

There has also been some discussion with the EDF about the possibility of Kountry Boys Sausage being allowed to participate in the SWIP, Section III detention pond. According to the EDF, they are looking at possibly expanding their business but will need to provide either on-site detention or be annexed into SWIP III so they can use the detention pond. Their tract is 3.00 acres in size.

At this time, staff does not recommend annexing the 3.00 acre Kountry Boy Sausage tract into SWIP, Section III until Jones & Carter can assure us that there is capacity designed into the pond to hold the additional drainage. If Jones & Carter determines the already designed detention pond can handle the additional capacity, it is recommended that a special meeting of the BCDC be held in mid-September to discuss the possibility of annexing this tract into SWIP, Section III.

However, if the additional 3.0 acre drainage capacity is not possible in the currently designed detention pond, options for the BCDC to consider will be: (1) to possibly decrease the required amount of impervious coverage from 85% to a lower requirement; or (2) request that other SWIP property owners agree to reduce their available expansion area by 1 to 3 percent. Both of these options will need to be discussed at length after the Jones & Carter survey is completed.

If you have any questions, please don't hesitate to contact me at 979-337-7567.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
SOUTHWEST INDUSTRIAL PARK, SECTION THREE**

THE STATE OF TEXAS }
 }
COUNTY OF WASHINGTON }

6676

KNOW ALL MEN BY THESE PRESENTS

THE BRENHAM COMMUNITY DEVELOPMENT CORPORATION, a Texas non-profit corporation created pursuant to art. 5190.6, Tex. Rev. Civ. Stat. Ann., and the Texas Non-Profit Corporation Act (herein also referred to as “Brenham Community Development Corporation,” “BCDC” and/or “Declarant”), is the owner of that certain real property located in Washington County, Texas, and hereby ADOPTS, ESTABLISHES AND IMPOSES the following declarations, protective covenants, conditions, reservations, limitations and easements to apply uniformly to use, improvements, occupancy, ownership and conveyance on those certain properties described as Southwest Industrial Park, Section III, located in Washington County, Texas (“Southwest Industrial Park, Section III”) further described in Exhibit “A” attached hereto and incorporated herein for all purposes.

Section I
DEFINITIONS

1. “Association” shall mean and refer to the Southwest Industrial Park Property Owners Association, and its successors and assigns.
2. “Board” or “Board of Directors” shall mean and refer to the Board of Directors of the Association.
3. “Bylaws” shall mean and refer to the Bylaws of the Association adopted by the Board.
4. “Certificate of Formation” shall mean and refer to the Certificate of Formation establishing the Association.
5. “Declarant” shall mean Brenham Community Development Corporation, a Texas non-profit corporation created pursuant to art. 5190.6, Tex. Rev. Civ. Stat. Ann., and the Texas Non-Profit Corporation Act (herein also referred to as “Brenham Community Development Corporation” and/or “BCDC”), its successors and/or assigns provided however, that any such assignment of Declarant’s rights, in whole or in part, under this instrument shall require it in writing recorded in the Official Public Records of Real Property of Washington County, Texas which specifically indicates Declarant’s intention that such rights, or specified portions thereof, be assigned. Declarant shall be entitled to make a partial assignment of its rights as Declarant. No person or entity purchasing one or more Lots from the BCDC in the ordinary course of business shall be considered as “Declarant”.
6. “Improvements” shall mean and refer to, but shall not be limited to, all buildings, outbuildings, facilities, roads, driveways, parking areas, fences, screening walls, retaining walls, loading areas and facilities, signs, utilities, landscaping, water lines, sewer lines, electrical and gas distribution facilities, street lights, and all metering equipment, now existing or hereafter located on the Properties or specified portion thereof.
7. “Lot” shall mean and refer to each individual parcel or tract of land constituting a part of the Properties and to each parcel or tract of land which may hereafter be annexed to or otherwise

made subject to all or any portion of the terms hereof and to the jurisdiction, assessments and liens of the Association.

8. "Member" or "Members" shall mean and refer to each Owner. Each Owner is required to maintain membership in the Association and comply with the provisions of this Declaration, the Certificate of Formation and Bylaws.
9. "Owner" shall mean and refer to each fee simple owner of record of any Lot or part thereof, whether one or more persons or entities, including contract sellers, but excluding those having such interest merely as security of the performance of an obligation.
10. "Plat" shall mean and refer to the Plat of the Properties, or any portion thereof, recorded in Plat Cabinet File No. 605-A of the Plat Records of Washington County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.
11. "Properties" shall mean and refer to all of the properties subject to this Declaration together with such additions as may hereafter be made thereto.
12. "Project" shall mean and refer to the development or improvement of a Lot within the Properties subject to this Declaration.
13. "Southwest Industrial Park, Section III" shall mean and refer to those certain tracts of land totaling approximately 121.8663 acres, more or less, located in Washington County, Texas further described in Exhibit "A" attached hereto and incorporated herein for all purposes, and all, if any, future additions thereto as may be annexed to the jurisdiction of this Declaration.

Section II USE OF PREMISES; PROTECTIVE COVENANTS

The Properties and each Lot situated therein shall be constructed, developed, reconstructed, repaired, occupied and used as follows:

1. No Lot (including land and improvements) shall be utilized at any time for the conducting of retail sales therefrom.
2. No activities which violate any rule, regulation or law of any governmental body having jurisdiction shall be permitted on any Lot; nor shall anything be done or maintained on a Lot which is or has become a nuisance. Each Lot shall be maintained in a neat and attractive manner, and free of trash, debris and salvage.
3. No Lot may be subdivided into two or more parcels without the prior written consent of the Association, which consent may be withheld at the Association's sole discretion.
4. Owner will construct upon each Lot a building and such other improvements as will enable Owner to conduct its normal business operations. Such building and improvements will be constructed on the Lot within eighteen (18) months from the date of conveyance of Lot to Owner, and the Lot will be used for Owner's normal business operations. Should Owner fail to construct said building and improvements and use the Lot for the purposes above stated within eighteen (18) months from the date of the conveyance, BCDC shall have the right and option, but not the obligation, to repurchase the Lot for the original purchase price paid by Owner less however all closing expenses incurred by BCDC in the sale of the Lot to Owner and less all expenses incurred by BCDC in the repurchase of the property, including without limitation, title insurance, attorney's fees, and other expenses. Owner shall reconvey the Lot to BCDC upon demand therefor by BCDC. In the event BCDC elects to exercise its right

and option of repurchase due to Owner's failure to construct a building and improvements upon the Lot, and to use said Lot for the purposes stated herein within said eighteen (18) month period, BCDC shall notify Owner in writing within six (6) months after the expiration date of said eighteen (18) month period of its option to repurchase. Should BCDC fail to notify Owner of its decision to exercise such right and option within six (6) months after the expiration of the eighteen (18) month period above provided for, such right and option to repurchase the Lot shall be waived.

5. Prohibited Uses: Except with written variance from the BCDC, or its designee, as herein provided, no Lot shall be used for any of the following:
- A. Adult entertainment, including, but not limited to: adult bookstore, adult booths, adult dancing establishments, adult motel, adult video/movie sales or rentals, adult theater, or other activity or use (which terms include anything capable of being discerned by the human senses) which is, pornographic, obscene, lewd, or lascivious;
 - B. Travel trailer (exclusive of a "construction trailer" used as an office during Project construction only for the direction of said Project, and exclusive of a trailer used off-site by an Owner in the course of its business operations), manufactured home, mobile home, industrialized housing, or recreational vehicle parking or storage;
 - C. Commercial storage or sales of manufactured homes, mobile homes, industrialized housing or buildings, portable buildings or other temporary buildings;
 - D. Yards for storage or sale of junk, wrecking, parts reclamation, or salvage;
 - E. Storage or sale of used appliances or equipment, fire sales, bankruptcy sales, liquidation sales, or auction houses;
 - F. Dry cleaning plant or Laundromat utilized in connection with a commercial cleaning business;
 - G. Automobile, motorcycle, truck, trailer or manufactured/mobile home leasing, display, or body shop/repair operation;
 - H. Bowling alley, skating rink or go-kart track;
 - I. Mortuary, funeral home, crematory, cemetery or interment facility;
 - J. Establishment selling, displaying or exhibiting drug paraphernalia or related items;
 - K. Prisons, jails and any other public or private detention or correction facilities;
 - L. Gambling facility or casino operation;
 - M. Feeding pens for animals, animal slaughtering, confinement of animals, stockyards, or uses related to the preparation of animals for slaughter;
 - N. Asphalt manufacturing or refining; petroleum or petrochemical refining or manufacturing; corrosive acid manufacturer or bulk storage, including but not limited to hydrochloric, nitric, sulfuric, and similar acids; bone distillation or the reduction, rendering, incineration or storage of garbage, animal parts or animal waste, fats, fish, or similar material or products;
 - O. Manufacture of cement, limestone, gypsum or plaster of paris;
 - P. Manufacture, refining, or open storage of raw materials or finished products related to the manufacture or refining of glue, size, gelatin, aloe, grease, lard, or vegetable oil;
 - Q. Biomedical waste, storage or transfer;
 - R. Heavy equipment rental or sales, including without limitation, dozers, backhoes, cranes, bobcats, forklifts and similar equipment;

- S. Any use which is noxious or offensive by reason of emission or discharge of noise, vibration, smoke, glare, heat, radiation, fumes, wastes, or odors (exclusive of cooking odors in connection with a permitted use);
- T. No exploration, mining or quarrying or drilling for oil, gas, phosphate, or other minerals of any type or kind;
- U. No manufacture, generation, or treatment of "toxic waste", "hazardous waste", "hazardous substance", or "hazardous material" as those terms are defined in or pursuant to any federal, state or local statute, ordinance or regulation;
- V. Storage, handling or use of explosive material;
- W. Commercial landfill, dump, junkyard or other similar operation;
- X. Housing or treatment of livestock or other animals;
- Y. Clubs, taverns, or dance halls;

Section III.

CONSTRUCTION AND DEVELOPMENT STANDARDS

1. Additional Easements: Easements for installation and maintenance of utilities, drainage and storm water detention facilities shall be reserved as shown on the plat of all or portions of the Properties to be recorded at or before the time each Lot is conveyed to an Owner. The Declarant ("BCDC") is not responsible for damage done by utility contractors working in utility, drainage, storm water detention easements or in relation to any utility, drainage, or storm water detention facility operation, maintenance, repair or replacement. Declarant may, prior to transfer of any Lot, require easements for utilities, drainage and storm water detention facilities, access, or other purposes across the Lot to be transferred.
2. Additional Obligation(s) of Owner(s): Each Owner assumes responsibility for complying with all certifications, permitting, reporting, construction, and procedures required under all applicable governmental rules, regulations, and permits. Each Owner, by acceptance of a deed to a Lot, or undertaking the making of improvements to a Lot, holds harmless and indemnifies Declarant from and against all costs, losses, or damages occasioned by the Owner's failure to abide by any applicable governmental statute, rule, regulation or permit related to the Properties. Further, the Owner or occupant of each Lot must provide for sufficient parking on site, in the manner and amount deemed appropriate by the Declarant in its sole discretion.
3. The Declarant shall have and hereby reserves the right to construct storm water detention facilities and related improvements on any Lot or parcel owned by the Declarant. The Declarant shall have the right to convey any real property and improvements thereon, if any, located within the Properties, to the Association, at any time and from time to time without the consent of any other Owner or the Association.

Section IV.
MAINTENANCE

1. General Maintenance: The Owner or occupant (or both of them) of each Lot shall have the duty of and responsibility for keeping such Lot, the adjacent street right-of-way (up to the curb of the street), and the improvements thereon, in a well maintained, safe, clean and attractive condition at all times. Without limiting the generality of the foregoing:
Maintenance shall include regular mowing, watering, fertilizing, edging of turf areas, and weed control of the turf and landscape areas. Diseased or dead plants and trees must be removed. All visible exterior surfaces of the improvements must be maintained to include prompt painting/replacement of dull, discolored and/or peeling paint or other finish, repair/replacement of rotted, cracked, broken or disconnected surfaces or appurtenances thereto, and repair/replacement of missing, discolored, peeling or curling roof shingles.
2. Maintenance shall also include removal of paper, debris and refuse from the Lot. During construction, dirt, construction debris and other construction-related refuse shall be cleaned from street, sidewalks, and storm drains and inlets as often as deemed necessary by the BCDC.
4. Storm Water Detention Pond: The Association shall be responsible for the operation, repair and maintenance of the storm water detention pond and associated facilities situated on the tract shown on Exhibit "B" attached hereto and incorporated herein for all purposes. Each Owner of a Lot shall be a Member of the Association, and shall be responsible for the payment of the Owner's pro rata share of all fees, expenses and costs related to the operation, repair and maintenance of the storm water detention pond.

Section V.
COVENANT FOR ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments: Each Owner of any Lot within the Properties, by acceptance of a deed therefore (or by execution of a document requesting annexation to or to be made subject to the jurisdiction, assessments and liens of the Declaration) hereby covenants, whether or not it shall be so expressed in such deed or other document requesting annexation, to pay the Association:

Annual assessments of charges for any and all fees, charges, costs and expenses related to the operation of the Association, and the operation, maintenance, and repair, etc. of the storm water detention pond, as further described herein; and
Special assessments to be approved and collected as hereinafter provided.

The annual and special assessments (including any expense incurred by the Association to discharge the responsibilities of a Lot owner hereunder), together with interests, costs and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made.

Each such assessment, together with interests, costs and reasonable attorney's fees, shall also be the personal obligation of the Lot Owner.

The following property subject to this Declaration shall be exempt from the charges and assessments created herein: (a) all properties dedicated to and accepted by a local public authority, and (b) all properties owned by the Association for the common good or the use of the Association.

2. Purpose of Annual Assessments: The annual assessments levied by the Association shall be used solely for the enforcement of these Covenants, including the reasonable costs of supervising, making and collecting such assessments; the operation of the Association; and the payment of all fees, expenses and costs related to the operation, repair and maintenance of the storm water detention pond and associated facilities.
3. Special Assessments: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to the year only for the purpose of defraying, in whole or in part, the cost of any special expense of the Association related to the enforcement of these Covenants, whether or not such special expense is anticipated to re-occur, provided that any such special assessment is approved by vote of two-thirds (2/3rds) or more of the Association's votes, or if the special assessment is approved by the consent of two-thirds of the Association's votes pursuant to a written instrument without a meeting of the Members of the Association. Any Special Assessment shall only apply to Lots and for each Lot shall be in the same proportion that the annual assessments for such Lot bears to the total annual assessments of all Lots.
4. Commencement and amount of Annual Assessments: The annual assessments provided for herein shall commence on such date as the Board of Directors of the Association shall resolve as provided for in the Bylaws, but not later than January 1, 2012. Beginning January 1, 2011, the Board of Directors of the Association shall, without necessity for a vote of the membership, have the power to increase or decrease the annual assessments as necessary to pay all charges, fees, costs and expenses payable from the annual assessments.

The initial annual assessment amounts for each Lot shall be determined by the Association. The annual assessment for each Lot shall be based on the ratio of the acreage of the Lot to the total acreage of the Properties subject to this Declaration, to calculate each Lot's portion of the total annual assessment amount applicable to the Lots.

5. Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Section but unpaid, shall together with interest and the cost of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except said lien shall be subordinate to:

All liens for taxes or special assessments levied by the applicable city, county or state government, or any political subdivision or special district thereof;

- All liens securing all amounts due or to become due under any term Contract for Sale dated prior to the date any Assessment became due and payable;
- All liens securing all amounts due or to become due under any purchase money mortgage, vendor's lien or deed of trust filed for record prior to the date any Assessment became due and payable, unless a variance to this provision is approved by the BCDC, such authority being within the sole discretion of the BCDC; and,
- All vendor's liens, deeds of trust and other security agreements which secure any loan made by any lender to an Owner for any part of the cost of constructing, repairing, adding to or remodeling any improvements made to or for the Lot.

The assessment liens described in this Section and the superior title herein reserved shall be deemed subordinate to a first lien or other liens of any bank, or other bona fide, third party lender, which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Lot and any renewal, extension, rearrangement or refinancing thereof. Each such mortgagee of a mortgage encumbering a Lot who obtains title to such Lot pursuant to the remedies provided in the deed of trust or mortgage or by judicial foreclosure shall take title to the Lot free and clear of any claims for unpaid charges or assessments against such Lot which accrued prior to the time such holder acquires title to such Lot. No such sale or transfer shall relieve such transferee of title to a Lot from liability for any charges or assessments thereafter becoming due or from the lien thereof. Any other sale or transfer of a Lot shall not affect the Association's lien for charges or assessments.

To evidence the aforesaid assessment lien, the Association may prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the Official Public Records of Real Property of Washington County, Texas. Such lien for payment of Assessment shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by any and all remedies as allowed under law or equity, including but not limited to judicial and non-judicial foreclosure, and including but not limited to (i) the Association foreclosing against the defaulting Owner's Lot in like manner as a mortgage on real property subsequent to the recording of a notice of assessment lien as provided above, or (ii) the Association instituting suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or non judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred by the Association. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to such Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due.

If any Owner requires an estoppel certificate indicating that no debt exists under the above provision and no debt does exist, then the Association shall promptly execute such certificate.

6. Notwithstanding the voting rights within the Association or any other provision contained herein, until the Declarant no longer owns record title to any Lot, the Association shall take no

action with respect to any matter whatsoever without the prior written consent of the Declarant. Additionally, for so long as Declarant owns any portion of any Lot, and notwithstanding any other provision herein, the Declarant shall retain the sole authority to: (1) approve the subdivision of any Lot into two or more parcels; and (2) consider and grant variances to the provisions set forth in this Declaration.

Section VI.
ENFORCEMENT

1. The BCDC and each Owner shall have the right, but not the obligation, to enforce all covenants, conditions or restrictions imposed by this Declaration, either by proceedings in equity, e.g. injunctive relief, or to recover damages for breach thereof, or both. Failure to enforce any covenant, condition or restriction shall not be deemed a waiver of the right. The reservation of the right of enforcement shall not create an obligation or restriction hereunder and shall, if successful, entitle the party initiating such action to award of costs any attorney's fees.
2. All decisions of the BCDC shall be final and binding. In the event of construction of improvements or threatened construction of improvements in violation of this Declaration, any Owner, and/or Declarant may seek to enjoin such construction or seek other relief against the Owner or builder responsible therefore provided that each such offending party shall first be given written notice of the perceived violation and the opportunity to remedy the violation prior to the filing of suit. Neither the Declarant, nor its designee shall be liable in damages, or otherwise, to anyone submitting plans and specification for approval or to any Owner who believes himself adversely affected by this Declaration by reason of mistake of judgment, negligence or non-feasance in connection with the approval or disapproval of plans or requests for variance.
3. The Association shall have the final authority to grant variances to the provisions set forth herein. The procedures for variance application and grant shall be as follows: Variances may be requested by an Owner or a prospective owner. Each request for variance shall be in writing, shall detail with particularity the nature of the item as to which variance is requested, and shall be submitted to the Association. The Association shall process all requests for variances. The Association shall act as the final authority on all requests for variances and have the sole authority on all requests for variances. Action by the Association shall be in writing signed by the President or other designated Member of the Association. The Association shall, on request, provide any party granted a variance an acknowledged instrument, capable of being filed in the Official Public Records of Washington County, Texas, evidencing the grant of variance. The Association may apply additional conditions to a request for variance. A grant of variance by the Association does not permit a zoning violation or relieve the Owner of any responsibility to comply with all legal requirements of the City of Brenham, Washington County or the State of Texas and its political subdivisions.
4. In processing requests for variance, the Association shall be bound by the following statement of policy: The primary functions of variances is to ensure the avoidance of hardship to an Owner or to permit use or development consistent with the overall objectives and spirit of the covenants

and of existing uses and structures but violative, or arguably violative, of one or more express terms hereof. Examples of hardships permitted to be alleviated by the grant of variance include, but are not limited to, the unusual design or topography of a Lot as to which rigid adherence to these covenants might cause undue financial burden, and existing inadvertent infringements or violations of other standards by an otherwise permitted use. Examples of other instances in which a grant of variance might be appropriate as to use include but are not limited to situation in which the prohibited use is minor or incidental to a permitted use or where the nature, location, or method of operation of the requested use will, in the opinion of the Association, be harmonious with the spirit and intent of these restrictions and compatible with other existing or permitted uses. The variance process is also intended to encourage the creation of higher development standards by permitting a reasonable flexibility to accommodate changes in construction technology and design, alleviate the effects of unanticipated events or problems, and allow occasional deviation from the standards consistent with the overall stated objectives of development to ensure the timely and systematic development of the Properties. The Association may grant variances within its discretion without requirement for proof of any hardship to the Owner or use of a unique or new material or design; but is encouraged to not grant a variance based solely on financial burden to the Owner.

5. No Owner or applicant for variance shall have an absolute right to variance notwithstanding or prior action or inaction of the Association the procedures set forth above being to provide a method by which the Association may, but is not required to grant a variance. Each request for a variance will be considered solely on its own merits. Approval or disapproval or a variance request shall not be deemed to set a precedent for any other request for variance nor shall a grant of variance as to any Lot or matter waive requirement for variance application as to another Lot or matter, notwithstanding any perceived similarities. The Association may condition a grant of variance upon matters which it determines, in its sole discretion, to be appropriate.

Section VII. AMENDMENTS

Any amendment to the terms of this Declaration may be signed by Owners of Lots comprising not less than 60% of the total acreage of the Lots, provided, however, that for so long as Declarant owns any portion of any Lot, this Declaration may be amended only with the written joinder of Declarant. At such time as Declarant no longer owns any portion of the Properties, this Declaration may be amended without requirement of the joinder by Declarant, however, the written joinder of the Association is thereafter required. Any amendments to this Declaration shall be effective only upon the recordation thereof in the Official Public Records of Washington County, Texas.

Section VIII. ANNEXATION OF ADDITIONAL PROPERTY

Declarant may annex other property as may be deemed appropriate by the Declarant, up to a maximum of thirty (30) acres, upon Declarant's receipt of a written request from Owner(s) of other property, accompanied by a written acknowledgment that said Owner(s) agree that the other property, as the case

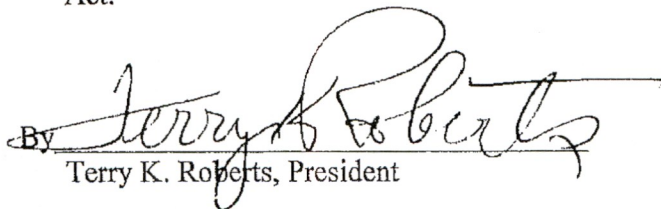
may be, shall be subject to the terms of this Declaration. Such Lot or Lots so annexed are to be developed and used in accordance with the terms of this Declaration. Any such annexation shall require an instrument filed in the Official Public Records of Washington County, Texas, joined in by the then current owner of the property being annexed, and which instrument shall extend the general scheme of the covenants, conditions and restrictions of this Declaration to such property so annexed. From and after any such annexation, the property so annexed shall be deemed a part of the Properties for all purposes hereunder and the owner of the property so annexed shall be deemed an Owner hereunder for all purposes.

Section IX.
GENERAL PROVISIONS

1. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.
2. Term: The foregoing covenants are made and adopted to run with the land, and shall be binding upon the undersigned and all parties and person's claiming by, through and under the undersigned in perpetuity or until modified as provided in Section VII of this Declaration.
3. Duties and Liabilities: The Declarant shall not be liable in damages or otherwise to anyone submitting plans or specifications for approval or to any Owner by reasons of mistake or bad judgment, negligence or non-feasance in the performance or non-performance of any duties assigned in these covenants.

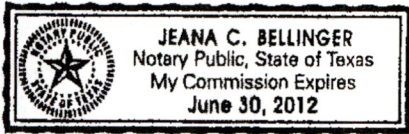
EXECUTED this 14th day of December, 2010.

BRENHAM COMMUNITY DEVELOPMENT CORPORATION, a Texas non-profit corporation created pursuant to art. 5190.6, Tex. Rev. Civ. Stat. Ann., and the Texas Non-Profit Corporation Act.

By 
Terry K. Roberts, President

STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §

The foregoing instrument was acknowledged before me on the 14th day of December, 2010, by Terry K. Roberts, President of Brenham Community Development Corporation, a Texas non-profit corporation created pursuant to art. 5190.6, Tex. Rev. Civ. Stat. Ann., and the Texas Non-Profit Corporation Act, on behalf of said entity.



(seal)

Jeana C. Bellingr
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Brenham Community Development Corporation
Attn: President
P.O. Box 1059
Brenham, Texas 77834-1059

CONSENT OF MORTGAGEE

City of Brenham, Texas, as the owner and holder of indebtedness secured by deed of trust covering a portion of the Southwest Industrial Park, Section III (the 119.149 acre parcel further described in Exhibit "A" attached hereto), said deed of trust being recorded in Volume 1395, Page 5, Official Public Records of Washington County, Texas, does hereby join in the execution of this DECLARATION for the purpose of evidencing its consent hereto.

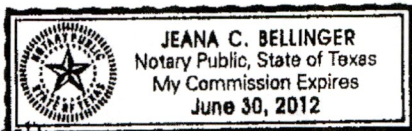
Executed this 14th day of December, 2010.

MORTGAGEE: City of Brenham, Texas

Milton Y. Tate, Jr.
Hon. Milton Y. Tate, Jr., Mayor, City of Brenham

THE STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §

This instrument was acknowledged before me on this the 14th day of December, 2010, by Milton Y. Tate, Jr. as Mayor of the City of Brenham, Texas, on behalf of said entity.



Jeana C. Bellingr
Notary Public, State of Texas

(Seal)

EXHIBIT "A"

Property Description of Southwest Industrial Park, Section III


JONES & CARTER, INC.
 ENGINEERS • PLANNERS • SURVEYORS

WEIGE ESTATE
119.149 ACRE TRACT

ALL THAT TRACT OR PARCEL OF LAND lying partially in the City of Brenham, situated in Washington County, Texas out of the Phillip Coe Survey A-31 and being a residue of a tract of land called 22 acres as evidenced in deed dated October 14, 1982 from Fred Rodeck and wife, Clara Rodeck to Mildred Rodeck-Weige, Wilton D. Weige, Myrna Denise Loesch, Lorna Dee Sommerfield and Donna Jean Weige as recorded in Volume 444, Page 464 of the Deed Records of Washington County, being a tract of land called 99 acres as evidenced in deed dated January 11, 1996 from Mildred Rodeck Weige to Myrna Denise Loesch, Lorna Dee Sommerfield and Donna Jean Weige as recorded in Volume 811, Page 21 of the Official Records of Washington County, and also being Tract One called 0.3868 acre and Tract Two called 0.1577 acres as evidenced in deed dated September 18, 1984 from Brenham Industrial Foundation, Inc. to Wilton Weige, Mildred Weige, Myrna Weige Loesch, Donna Weige and Lorna Weige Sommerfield as recorded in Volume 486, Page 430 of the Official Records of Washington County, said 119.149 acre tract being more particularly described as follows:

BEGINNING at a found 3/8" iron rod lying at the intersection of the South line of Industrial Boulevard and the West line of the Gulf Colorado & Santa Fe Railroad, for Northeast corner of Tract One called 0.3868 acre and most easterly northeast of this tract;

THENCE with the West line of the Gulf Colorado & Santa Fe Railroad, the East line of Tract One called 0.3868 acre and this tract, S 15° 50' 17" E, 420.80 ft. to a found 3/8" iron rod lying in the Brenham city limit line for Northeast corner of the called 22 acre residue tract and Southeast corner of Tract One called 0.3868 acre;

THENCE departing from the Brenham city limit line, leaving the City of Brenham and continuing with the West line of the Gulf Colorado & Santa Fe Railroad, the East line of the called 22 acre residue tract and this tract, S 16° 31' 02" E, 1196.43 ft. to a set 1/2" iron rod lying in the division line between the J. Carrington Survey A-120 and the Phillip Coe Survey A-31, the Northwest line of the Milton F. Hueske Tract 1 called 47.258 acres (972/451 O.R.W.C.), for an exterior corner of the Gulf Colorado & Santa Fe Railroad, marking the Southeast corner of the called 22 acre residue tract and this tract;

THENCE with the division line between the J. Carrington Survey A-120 and the Phillip Coe Survey A-31, the Northwest line of the Hueske Tract 1 called 47.258 acres, the Southeast line of the called 22 acre residue tract, the called 99 acre tract and this tract, S 42° 47' 40" W, 1500.36 ft. to a found 1/2" iron rod and fence corner for an exterior corner of the Carol Lauter Winkler tract called 18.779 acres (1038/907 O.R.W.C.), for South corner of the called 99 acre tract and this tract;

THENCE departing from the division line between the J. Carrington Survey A-120 and the Phillip Coe Survey A-31, with the North line of the Carol Lauter Winkler tract called 18.779 acres, the South line of the called 99 acre tract and this tract, N 76° 53' 23" W, 965.98 ft. to a set 1/2" iron rod and the fence line and N 76° 22' 39" W, 136.03 ft. to a found 1/2" iron rod and fence corner for Northeast corner of the Darrell Wayne Lauter tract called 15.551 acres (1038/911 O.R.W.C.);

THENCE with the North line of the Darrell Wayne Lauter tract called 15.551 acres, the South line of the called 99 acre tract and this tract, N 76° 09' 01" W, 728.72 ft. to a tree fence line angle, N 76° 38' 00" W, 863.59 ft. to a found 1/2" iron rod and fence line and N 76° 19' 32" W, 275.32 ft. to a found 1/2" iron rod and fence corner for Southeast corner of the Eugene Fritz tract called 2.250 acres (529/686 O.R.W.C.), Southwest corner of the called 99 acre tract and this tract;

THENCE with the East line of the Eugene Fritz tract called 2.250 acres, the West line of the called 99 acre tract and this tract, N 34° 33' 43" W, 144.81 ft. to a found 1/2" iron rod and fence corner for Southwest corner of the Eugene Fritz, et ux tract called 1.00 acre (224/272 D.R.W.C.), lower Northwest corner of the called 99 acre tract and this tract;

THENCE with the South line of Eugene Fritz, et ux tract called 1.00 acre, the North line of the called 99 acre tract and this tract, N 74° 18' 52" E, 124.16 ft. to a found 1/2" iron rod and fence corner for Southeast corner of the Eugene Fritz, et ux tract called 1.00 acre, interior corner of the called 99 acre tract and this tract;

THENCE with the East line of the Eugene Fritz, et ux tract called 1.00 acre, the West line of the called 99 acre tract and this tract, N 33° 50' 13" W, 367.07 ft. to a found 60d nail and fence corner lying in the South line of Industrial Boulevard, for Northeast corner of the Eugene Fritz, et ux tract called 1.00 acre, a Northwest corner of the called 99 acre tract and this tract;

W.O. No. B0083-001-00

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Page 1 of 3

THENCE with the South line of Industrial Boulevard, the North line of the called 99 acre tract and this tract, N 74° 57' 47" E, 947.89 ft. to a set 1/2" iron rod and the fence line and N 73° 19' 52" E, 353.53 ft. to a set 1/2" iron rod and fence line for most westerly corner of the Brenham Industrial Foundation, Inc. residue tract called 2.917 acres (410/872 O.R.W.C.);

THENCE departing from the South line of Industrial Boulevard with the South line of the Brenham Industrial Foundation, Inc. residue tract called 2.917 acres, the North line of the called 99 acre tract and this tract, N 73° 31' 21" E, 91.01 ft. to a set 1/2" iron rod and fence line and N 73° 35' 42" E, 345.01 ft. to a found 60d nail and fence line for Southwest corner of Tract Two called 0.1577 acres and interior corner of this tract;

THENCE with the Northeast line of a residue of the Brenham Industrial Foundation, Inc. tract called 2.917 acres, a residue of the Brenham Industrial Foundation, Inc. tract called 55.990 acres (364/217 D.R.W.C.), the Southwest line of Tract Two called 0.1577 acres and this tract, N 17° 11' 41" W, 8.00 ft. to a set 1/2" iron rod and N 51° 16' 42" W, crossing the Brenham city limit line and entering into the City of Brenham, 148.50 ft. to a set 1/2" iron rod marking the beginning of a curve to the left in the South or southeast line of Industrial Boulevard for North corner of the residue of the Brenham Industrial Foundation, Inc. tract called 55.990 acres, the West or northwest corner of Tract Two called 0.1577 acres and this tract;

THENCE with the South or southeast line of Industrial Boulevard, the North or northwest line of Tract Two called 0.1577 acres and this tract in a curve to the left having a radius of 830.15 ft., a distance of 40.03 ft. (chord N 38° 43' 15" E, 40.03 ft.) to a set 1/2" iron rod marking the end of curve for West or northwest corner of another residue of the Brenham Industrial Foundation, Inc. tract called 55.990 acres, the North or northeast corner of Tract Two called 0.1577 acres and this tract;

THENCE departing from the South or southeast line of Industrial Boulevard, crossing the Brenham city limit line and leaving the City of Brenham with the Southwest line of the residue of the Brenham Industrial Foundation, Inc. tract called 55.990 acres, another residue of the Brenham Industrial Foundation, Inc. tract called 2.917 acres, the Northeast line of Tract Two called 0.1577 acres and this tract S 51° 16' 42" E, 183.72 ft. to a found 3/8" iron rod and fence line for Southwest corner of the residue of the Brenham Industrial Foundation, Inc. tract called 2.917 acres, the Southeast corner of Tract Two called 0.1577 acres and interior corner of this tract;

THENCE with the South line of the residue of the Brenham Industrial Foundation, Inc. tract called 2.917 acres, the North line of the called 99 acre tract and this tract, N 70° 53' 12" E, 623.47 ft. to a set 1/2" iron rod and fence line and N 74° 15' 43" E, 278.53 ft. to a found 1/2" iron rod and fence line for Southwest corner of the Ladja Properties, Ltd. Tract called 0.425 acre (1127/283 O.R.W.C.), Southeast corner of the residue of the Brenham Industrial Foundation, Inc. tract called 2.917 acres;

THENCE with the Southeast line of the Ladja Properties, Ltd. tract called 0.425 acre, the South line of another residue of the Brenham Industrial Foundation, Inc. tract called 2.917 acres, Northwest line of the called 99 acre tract and this tract, N 74° 56' 28" E, 519.35 ft. to a set 1/2" iron rod and fence angle and N 57° 04' 30" E, 50.30 ft. to a found 3/8" iron rod marking an exterior corner of the Brenham City Limits, the Southwest corner of the Industrial Boulevard Subdivision, Lot 1 called 2.557 acres (Plat Cabinet File No. 500B P.R.W.C.), owned by Al Duane Kunkel and Patsy Bednar Parker (1128/167 O.R.W.C.), for Southeast corner of the residue of the Brenham Industrial Foundation, Inc. tract called 2.917 acres;

THENCE with the Southeast line of the Brenham City Limits, the Southeast line of said Lot 1, the Northwest line of the called 99 acre tract, the called 22 acre residue tract and this tract, N 74° 24' 26" E (reference bearing relative to Industrial Boulevard Subdivision), 264.10 ft. pass a found 5/8" iron rod (capped "2183") marking the Southwest corner of the Industrial Boulevard Subdivision, Lot 2 called 3.197 acres, owned by Wood Group Pressure Control, L.P. (1153/001 O.R.W.C.) and continuing for a total distance of 594.66 ft. to a found 5/8" iron rod (capped "2183") marking the Southwest corner of Tract One called 0.3868 acre, the Southeast corner of said Lot 2 and interior corner of this tract;

THENCE departing from the Brenham City Limit line and entering into the City of Brenham with the East line of said Lot 2, the West line of Tract One called 0.3868 acre and this tract, N 15° 52' 30" W, 421.10 ft. to a found 5/8" iron rod lying in the South line of Industrial Boulevard, for Northeast corner of said Lot 2, Northwest corner of Tract One called 0.3868 acre and most easterly northwest corner of this tract;

THENCE with the South line of Industrial Boulevard, the North line of Tract One called 0.3868 acre and this tract, N 74° 45' 09" E, 39.96 ft. to the PLACE OF BEGINNING and containing 119.149 acres of land.

Surveyor Certification:

I, William R. Krueger, Registered Professional Land Surveyor, do hereby certify that the plat and/or description shown hereon accurately represents the results of an on the ground survey made under my direction and supervision on June 17, 2010 and that all corners are as shown hereon. There are no conflicts or protrusions apparent on the ground except as shown.

W.O. No. B0083-001-00

PROJECTS\B0083 Brenham CDC\001 SW Ind Park\Survey\Legal Desc\B0083-01-00.fr.119.doc

This tract is subject to all underground easements, the existence of which may arise by virtue of unrecorded grant or use.

This survey was performed in connection with the transaction described in the G.F. No. 00100423 of University Title Company.

Use of this survey for any other purposes or by other parties shall be at their own risk and the undersigned surveyor is not responsible for any loss resulting therefrom.

This field note description is accompanied by plat of even date.

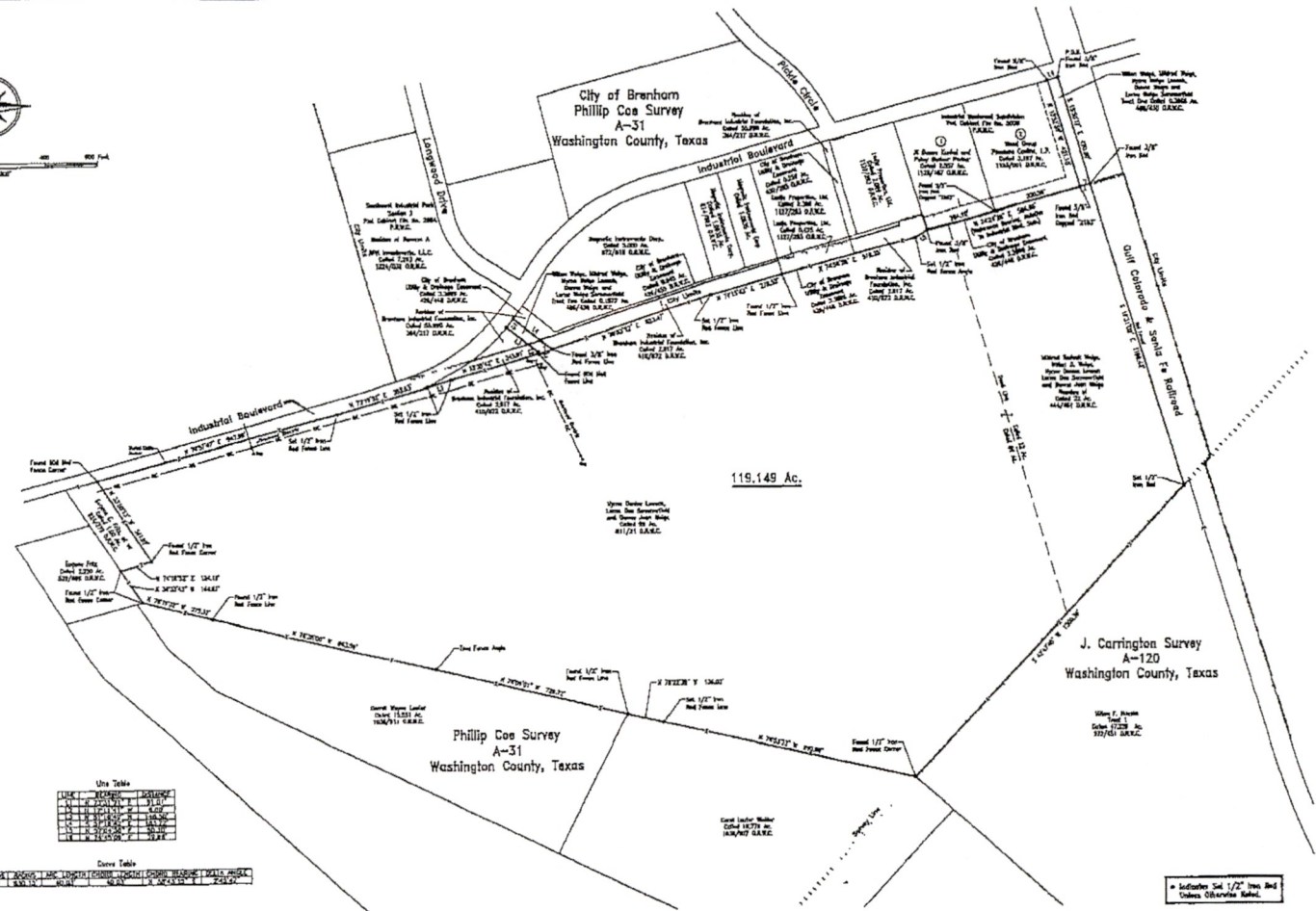
W. R. Krueger

William R. Krueger June 17, 2010
Registered Professional Land Surveyor No. 2835





Location Map
1" = 1/2 Mile



119.149 Ac.

J. Carrington Survey
A-120
Washington County, Texas

Phillip Coe Survey
A-31
Washington County, Texas

Use Table

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50
51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100

Curve Table

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50
51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100

Field Record Statement
According to the Field Record Statement Map accepted by the U.S. Department of Housing and Urban Development F.H.A., Community Plan No. 481181-10046 Washington County, Texas, dated May 24, 1977 (approved by HUD effective 12/1/2007), it appears that the subject tract does not fall within the Special Flood Hazard Area.

Notes:
Utility and Development Easement dated November 2, 1981 from The Brenham Industrial Foundation, Inc. in The City of Brenham, Texas as recorded in Volume 476, Page 448 of the Deed Records of Washington County, Texas has within the boundaries of the subject tract and is not applicable as shown herein.
Utility and Development Easement dated November 2, 1981 from The Brenham Industrial Foundation, Inc. in The City of Brenham, Texas as recorded in Volume 476, Page 448 of the Deed Records of Washington County, Texas has within the boundaries of the subject tract and is not applicable as shown herein.
Utility and Development Easement dated August 25, 1982 from The Brenham Industrial Foundation, Inc. in The City of Brenham, Texas as recorded in Volume 537, Page 285 of the Official Records of Washington County, Texas has within the boundaries of the subject tract and is not applicable as shown herein.
Easement for the Purpose of Constructing Drainage Channel dated February 27, 1937 from the Brenham Industrial Foundation in the State of Texas as recorded in Volume 215, Page 325 of the Deed Records of Washington County, Texas has within the boundaries of the subject tract and is not applicable.

Indicates 1/2" Iron Rod Unless Otherwise Noted.

Surveyor Certification:
I, **William B. Krueger**, Registered Professional Land Surveyor, do hereby certify that the plat and/or description above herein accurately represents the results of an on the ground survey made under my direction and supervision on 6/17/10, and all corners are as shown hereon. There are no encroachments, or other matters on the ground shown as shown.
This tract is subject to all underground easements, the existence of which may when by other of unrecorded grant or contract.
This survey was performed in connection with formation described in G.P. Number 09102423 of University Life Company.
Use of this survey for any other purpose or by other parties shall be at their own risk and the undersigned surveyor is not responsible for any loss resulting therefrom.
This plat is accompanied by field note description of same data.
Witness my hand and seal this 17th day of June, 2010
William B. Krueger
Registered Professional Land Surveyor No. 3835

Buyer: Brenham Community Development Corporation

Weige Estate
119.149 Acres

J.C. JONES & CARTER, P.C.
ENGINEERS-PLANNERS-SURVEYORS
1600 South Day Street
Brenham, Texas 77833
(972) 486-1021 Fax (972) 486-0888
www.jonesandcarter.com

Surveyor	William B. Krueger	File No.	L.S.
APR 21, 2010	Done	By	J.C. Jones
DATE	6/17/10	BY	By
DATE	6/17/10	BY	By
DATE	6/17/10	BY	By

Exhibit A Vol. 1339 PAGE 039

Exhibit A 5 of 12

JC JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS

BRENHAM INDUSTRIAL FOUNDATION, INC.
0.5492 ACRE PARCEL

ALL THAT TRACT OR PARCEL OF LAND lying partially in the City of Brenham, situated in Washington County, Texas out of the Phillip Coe Survey A-31 and being a portion of the tract of land called 55.990 acres in a deed dated April 26, 1978 from Fred J. Rodeck and wife, Clara Rodeck to The Brenham Industrial Foundation, Inc. as recorded in Volume 364, Page 217 of the Deed Records of Washington County and a portion of the tract of land called 2.917 acres in a deed dated February 9, 1981 from Washington County, Texas to Brenham Industrial Foundation, Inc. as recorded in Volume 410, Page 872 of the Deed Records of Washington County, said 0.5492 acre parcel being more particularly described as follows:

BEGINNING at a found 1/2" iron rod (capped "2835") lying in the Southeast line of Industrial Boulevard marking a West corner of the Brenham Community Development Corporation tract called 119.149 acres (1347/469 O.R.W.C.), the North corner of a residue of The Brenham Industrial Foundation, Inc. tract called 55.990 acres and the parcel herein described;

THENCE with the Southwest line of the Brenham Community Development Corporation tract, the Northeast line of the residue of The Brenham Industrial Foundation, Inc. tract called 55.990 acres, the residue of the Brenham Industrial Foundation, Inc. tract called 2.917 acres, crossing the City of Brenham city limit line and leaving the City of Brenham, S 51° 16' 42" E, 148.50 ft. to a found 1/2" iron rod (capped "2835") and, S 17° 11' 41" E, 8.00 ft. to a found 60D nail for interior corner of the Brenham Community Development Corporation tract, East corner of the residue of the Brenham Industrial Foundation, Inc. tract called 2.917 acres and this parcel;

THENCE with the North line of the Brenham Community Development Corporation tract, the South line of the Brenham Industrial Foundation, Inc. tract called 2.917 acres and this parcel, S 73° 35' 42" W, 345.01 ft. to a found 1/2" iron rod (capped "2835") and, S 73° 31' 21" W, 91.01 ft. to a found 1/2" iron rod (capped "2835") in the South or Southeast line of Industrial Boulevard for West corner of the Brenham Industrial Foundation, Inc. tract called 2.917 acres and this parcel;

THENCE with the Southeast line of Industrial Boulevard, the Northwest line of the Brenham Industrial Foundation, Inc. tract called 2.917 acres and this parcel, N 59° 44' 13" E, 194.05 ft. to a found 1/2" iron rod lying in the City of Brenham city limit line, for an angle in the Northwest line of the Brenham Industrial Foundation, Inc. tract called 2.917 acres, West corner of the residue of The Brenham Industrial Foundation, Inc. tract called 55.990 acres and the beginning of a curve to the left;

THENCE departing from the city limit line and entering into the City of Brenham with the Southeast line of Industrial Boulevard, the Northwest line of the residue of The Brenham Industrial Foundation, Inc. tract called 55.990 acres and this parcel in a curve to the left having a radius of 830.15 ft., a distance of 183.15 ft. (chord N 46° 25' 22" E, 182.78 ft.) to the PLACE OF BEGINNING and containing 0.5492 acres of land.

Surveyor Certification:

I, William R. Krueger, Registered Professional Land Surveyor, do hereby certify that the above description represents the results of an on the ground survey made under my direction and supervision on September 27, 2010 and that all corners are as shown hereon. There are no conflicts or protrusions apparent on the ground except as shown.

This survey was prepared without the benefit of a current title report which may indicate easements or other encumbrances of record not apparent on the ground.

Use of this survey for any other purposes or by other parties shall be at their own risk and the undersigned surveyor is not responsible for any loss resulting therefrom.

This field note description is accompanied by plat of even date.

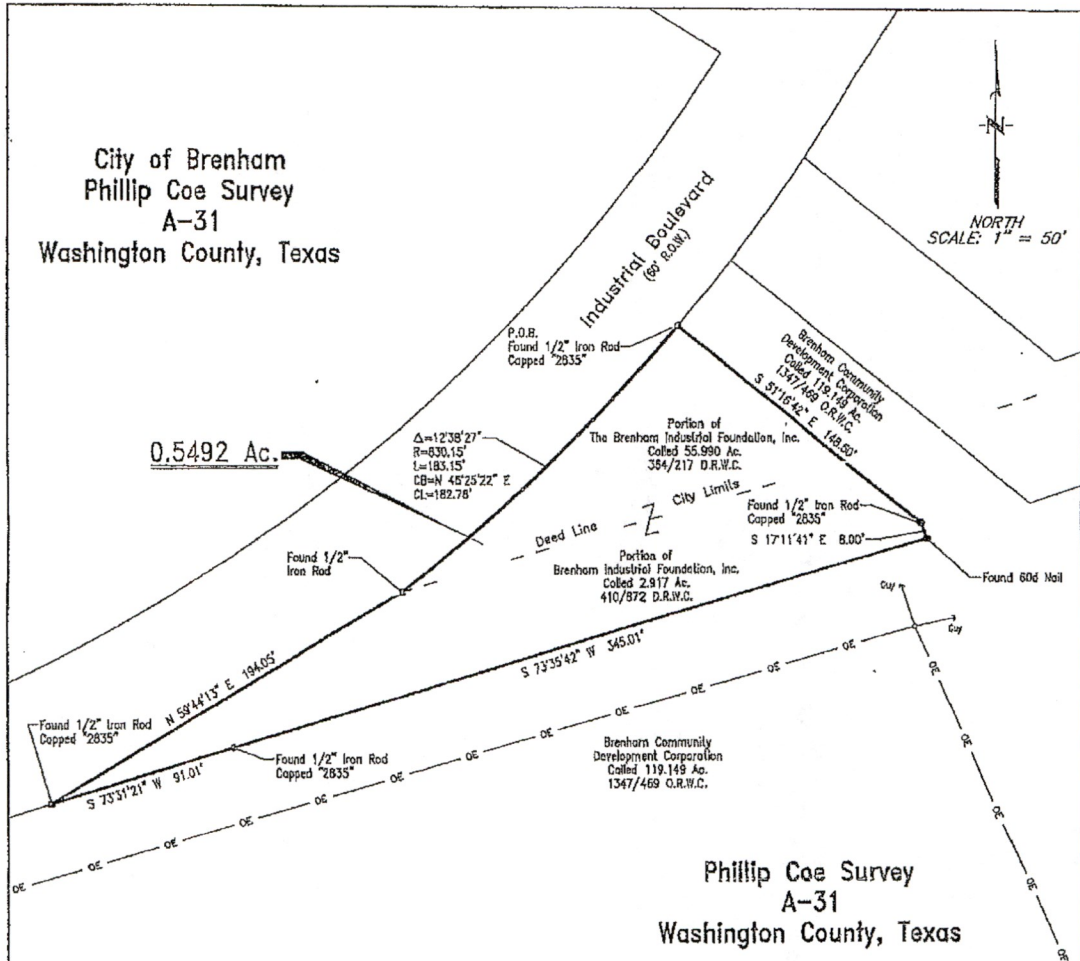
W. R. Krueger

William R. Krueger September 27, 2010
Registered Professional Land Surveyor No. 2835



W.O. No. B0083-001-00
P:\PROJECTS\B0083 Brenham CDC\001 SW Ind Park\Survey\Legal Desc\B0083-001-00.5492.fn.doc

Page 1 of 1



Flood Hazard Statement:

According to the Flood Hazard Boundary Map compiled by the U. S. Department of Housing and Urban Development F.I.A., Community Panel No. 481188 0006A Washington County, Texas, dated May 24, 1977 (converted by letter effective 12/1/2007), it appears that the subject tract does not fall within the Special Flood Hazard Area.

Surveyor Certification:

I, William R. Krueger, Registered Professional Land Surveyor, do hereby certify that the above plat represents the results of an on the ground survey made under my direction and supervision on 9/27/10, and that all corners are marked as shown hereon. There are no conflicts or protrusions apparent on the ground except as shown.

This survey was performed without the benefit of a current title report which may indicate easements or other encumbrances of record not apparent on the ground.

Use of this survey for any other purposes or by other parties shall be at their own risk and the undersigned surveyor is not responsible for any loss resulting therefrom.

This plat is accompanied by field note description of even date.

W. R. Krueger
 William R. Krueger
 September 27, 2010
 Registered Professional Land Surveyor No. 2835



PARCEL SURVEY
 OF
BRENHAM INDUSTRIAL
FOUNDATION, INC.
 BEING
0.5492 ACRE
 OUT OF THE
PHILLIP COE SURVEY, A-31
 CITY OF BRENHAM
 WASHINGTON COUNTY, TEXAS
 SEPTEMBER 27, 2010

J.C. JONES & CARTER, INC.
 ENGINEERS • PLANNERS • SURVEYORS

1900 South Day Street
 Brenham, Texas 77833
 (979) 838-6631 www.jccarter.com

a Jones & Carter Company
 Austin • Brenham • Bryan • Dallas • Houston
 Rosenberg • San Antonio • The Woodlands


JONES & CARTER, INC.
 ENGINEERS • PLANNERS • SURVEYORS

BRENHAM INDUSTRIAL FOUNDATION, INC.
1.448 ACRE PARCEL

ALL THAT TRACT OR PARCEL OF LAND lying partially in the City of Brenham, situated Washington County, Texas out of the Phillip Coe Survey A-31 and being a portion of the tract of land called 55.990 acres in a deed dated April 26, 1978 from Fred J. Rodeck and wife, Clara Rodeck to The Brenham Industrial Foundation, Inc. as recorded in Volume 364, Page 217 of the Deed Records of Washington County and a portion of the tract of land called 2.917 acres in a deed dated February 9, 1981 from Washington County, Texas to Brenham Industrial Foundation, Inc. as recorded in Volume 410, Page 872 of the Deed Records of Washington County, said 1.448 acre parcel being more particularly described as follows:

BEGINNING at a found 1/2" iron rod lying in the Southeast line of Industrial Boulevard marking the West corner of the Magnetic Instruments Corp. tract called 5.000 acres (672/619 O.R.W.C.), the North corner of the residue of The Brenham Industrial Foundation, Inc. tract called 55.990 acres and a North corner of the parcel herein described;

THENCE with the Southwest line of the Magnetic Instruments Corp. tract called 5.000 acres, the Northeast line of the residue of The Brenham Industrial Foundation, Inc. tract called 55.990 acres and this parcel, S 51° 10' 09" E, 154.42 ft. to a found 1/2" iron rod for Southwest corner of the Magnetic Instruments Corp. tract called 5.000 acres, interior corner of the residue of The Brenham Industrial Foundation, Inc. tract called 55.990 acres and this parcel;

THENCE with the Southeast line of the Magnetic Instruments Corp. tract called 5.000 acres, the Northwest line of the residue of The Brenham Industrial Foundation, Inc. tract called 55.990 acres and this parcel, N 70° 55' 19" E, 591.14 ft. to a found 1/2" iron rod;

THENCE continuing with the Southeast line of the Magnetic Instruments Corp. tract called 5.000 acres, the Magnetic Instruments Corp. tract called 1.0835 acres (614/692 O.R.W.C.), another Magnetic Instruments Corp. tract called 1.0835 acres, the Northwest line of the residue of The Brenham Industrial Foundation, Inc. tract called 55.990 acres and this parcel, N 73° 52' 30" E, 282.00 ft. to a set 1/2" iron rod (capped "2835") for Southeast corner of the Magnetic Instruments Corp. tract called 1.0835 acres, the Southwest corner of the Ladja Properties, Ltd. tract called 2.389 acres (1127/283 O.R.W.C.), the Northwest corner of the Ladja Properties, Ltd. tract called 0.425 acre (1127/283 O.R.W.C.), the Northeast corner of the residue of The Brenham Industrial Foundation, Inc. tract called 55.990 acres and this parcel;

THENCE with the Southwest line of the Ladja Properties, Ltd. tract called 0.425 acre, the Northeast line of the residue of The Brenham Industrial Foundation, Inc. tract called 55.990 acres, the residue of the Brenham Industrial Foundation, Inc. tract called 2.917 acres, crossing the City of Brenham city limit line and leaving the City of Brenham, S 15° 06' 05" E, 61.15 ft. to a found 1/2" iron rod and fence line in the North line of the Brenham Community Development Corporation tract called 119.149 acres (1347/469 O.R.W.C.) for Southwest corner of the Ladja Properties, Ltd. tract called 0.425 acre, the Southeast corner of the residue of the Brenham Industrial Foundation, Inc. tract called 2.917 acres and this parcel;

THENCE with the North line of the Brenham Community Development Corporation tract called 119.149 acres, the South line of the Brenham Industrial Foundation, Inc. tract called 2.917 acres and this parcel, S 74° 15' 43" W, 278.53 ft. to a found 1/2" iron rod (capped "2835") in the fence line and, S 70° 53' 12" W, 623.47 ft. to a found 3/8" iron rod for interior corner of the Brenham Community Development Corporation tract called 119.149 acres, South corner of the residue of the Brenham Industrial Foundation, Inc. tract called 2.917 acres and this parcel;

THENCE with the Northeast line of the Brenham Community Development Corporation tract called 119.149 acres, the Southwest line of the residue of the Brenham Industrial Foundation, Inc. tract called 2.917 acres, the residue of The Brenham Industrial Foundation, Inc. tract called 55.990 acres, this parcel, crossing the City of Brenham city limit line and entering into the City of Brenham, N 51° 16' 42" W, 183.72 ft. to a found 1/2" iron rod (capped "2835") in the Southeast line of Industrial Boulevard for a North corner of the Brenham Community Development Corporation tract called 119.149 acres, West corner of the residue of The Brenham Industrial Foundation, Inc. tract called 55.990 acres and this parcel;

THENCE with the Southeast line of Industrial Boulevard, the Northwest line of the residue of The Brenham Industrial Foundation, Inc. tract called 55.990 acres and this parcel in a curve to the left having a radius of 830.15 ft., a distance of 60.14 ft. (chord N 35° 15' 50" E, 60.13 ft.) to the PLACE OF BEGINNING and containing 1.448 acres of land.

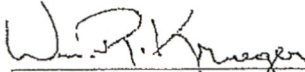
Surveyor Certification:

I, William R. Krueger, Registered Professional Land Surveyor, do hereby certify that the above description represents the results of an on the ground survey made under my direction and supervision on September 27, 2010 and that all corners are as shown hereon. There are no conflicts or protrusions apparent on the ground except as shown.

This survey was prepared without the benefit of a current title report which may indicate easements or other encumbrances of record not apparent on the ground.

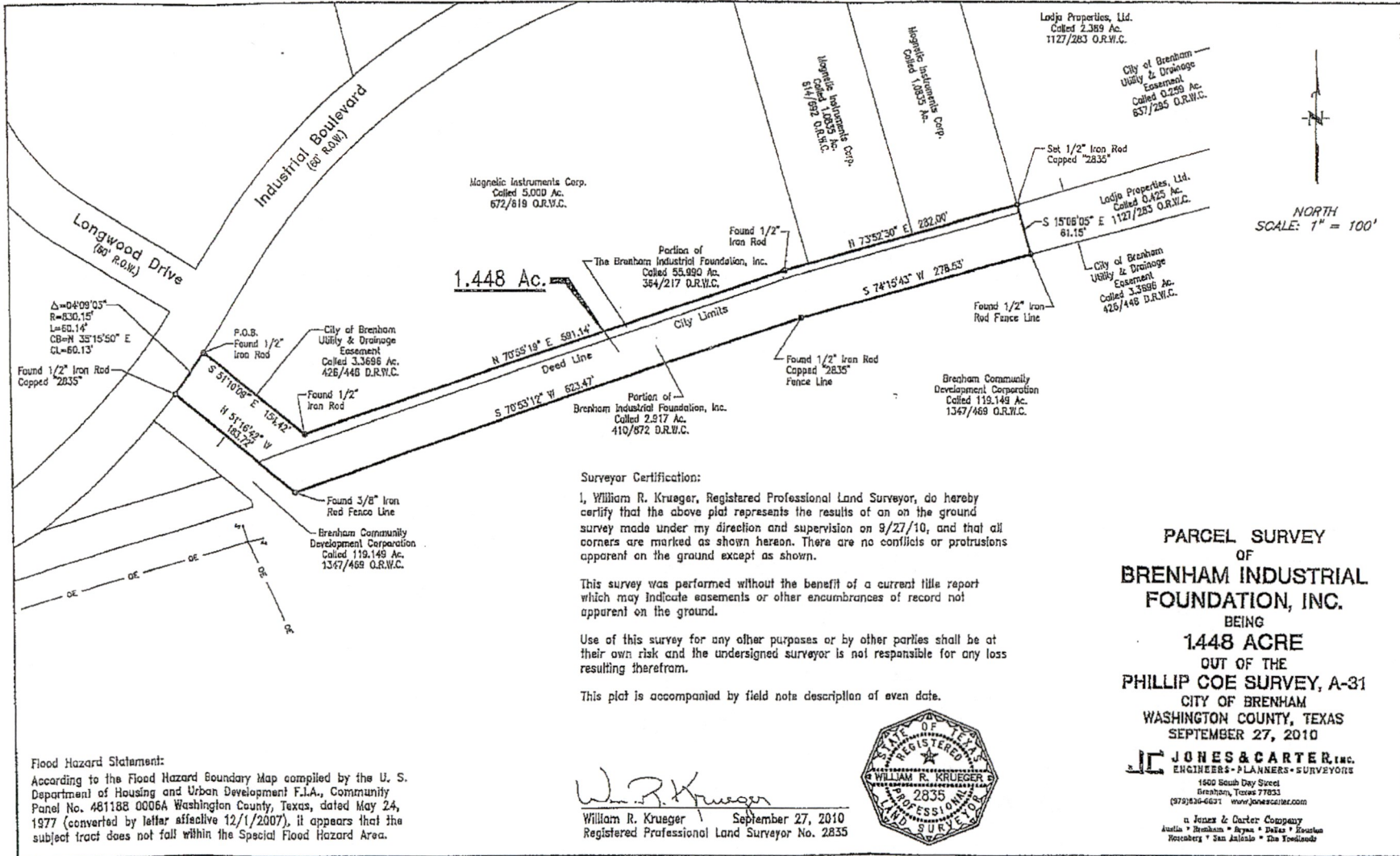
Use of this survey for any other purposes or by other parties shall be at their own risk and the undersigned surveyor is not responsible for any loss resulting therefrom.

This field note description is accompanied by plat of even date.



William R. Krueger September 27, 2010
Registered Professional Land Surveyor No. 2835





Surveyor Certification:
 I, William R. Krueger, Registered Professional Land Surveyor, do hereby certify that the above plat represents the results of an on the ground survey made under my direction and supervision on 9/27/10, and that all corners are marked as shown hereon. There are no conflicts or protrusions apparent on the ground except as shown.

This survey was performed without the benefit of a current title report which may indicate easements or other encumbrances of record not apparent on the ground.

Use of this survey for any other purposes or by other parties shall be at their own risk and the undersigned surveyor is not responsible for any loss resulting therefrom.

This plat is accompanied by field note description of even date.

W. R. Krueger
 William R. Krueger September 27, 2010
 Registered Professional Land Surveyor No. 2835



PARCEL SURVEY
 OF
BRENHAM INDUSTRIAL FOUNDATION, INC.
 BEING
1.448 ACRE
 OUT OF THE
PHILLIP COE SURVEY, A-31
 CITY OF BRENHAM
 WASHINGTON COUNTY, TEXAS
 SEPTEMBER 27, 2010

J. C. JONES & CARTER, INC.
 ENGINEERS - PLANNERS - SURVEYORS
 1600 South Day Street
 Brenham, Texas 77833
 (979) 836-6631 www.jonescarter.com
 a Jones & Carter Company
 Austin • Brenham • Bryan • Dallas • Houston
 Waco • San Antonio • The Woodlands

Flood Hazard Statement:
 According to the Flood Hazard Boundary Map compiled by the U. S. Department of Housing and Urban Development F.I.A., Community Panel No. 481188 0006A Washington County, Texas, dated May 24, 1977 (converted by letter effective 12/1/2007), it appears that the subject tract does not fall within the Special Flood Hazard Area.


JONES & CARTER, INC.
 ENGINEERS • PLANNERS • SURVEYORS

BRENNHAM INDUSTRIAL FOUNDATION, INC.
0.7201 ACRE PARCEL

Adjacent to H&H

ALL THAT TRACT OR PARCEL OF LAND lying partially in the City of Brenham, situated in Washington County, Texas out of the Phillip Coe Survey A-31 and being a portion of the tract of land called 55.990 acres in a deed dated April 26, 1978 from Fred J. Rodeck and wife, Clara Rodeck to The Brenham Industrial Foundation, Inc. as recorded in Volume 364, Page 217 of the Deed Records of Washington County and a portion of the tract of land called 2.917 acres in a deed dated February 9, 1981 from Washington County, Texas to Brenham Industrial Foundation, Inc. as recorded in Volume 410, Page 872 of the Deed Records of Washington County, said 0.7201 acre parcel being more particularly described as follows:

BEGINNING at a found 1/2" iron rod lying in the South line of Industrial Boulevard marking the Northeast corner of the Ladja Properties, Ltd. tract called 2.389 acres (1127/283 O.R.W.C.), the Northwest corner of a residue of The Brenham Industrial Foundation, Inc. tract called 55.990 acres and this parcel;

THENCE with the South line of Industrial Boulevard, the North line of the residue of The Brenham Industrial Foundation, Inc. tract called 55.990 acres and this parcel, N 74° 30' 45" E, 88.56 ft. to a found 1/2" iron rod for upper Northwest corner of the Ladja Properties, Ltd. tract called 2.099 acres (1127/283 O.R.W.C.), Northeast corner of the residue of The Brenham Industrial Foundation, Inc. tract called 55.990 acres and this parcel;

THENCE with the West line of the Ladja Properties, Ltd. tract called 2.099 acres, the East line of the residue of The Brenham Industrial Foundation, Inc. tract called 55.990 acres and this parcel, S 15° 31' 42" E, 4.96 ft. to a found 1/2" iron rod for interior corner of the Ladja Properties, Ltd. tract called 2.099 acres, upper Southeast corner of the residue of The Brenham Industrial Foundation, Inc. tract called 55.990 acres tract and this parcel;

THENCE with the North line of Ladja Properties, Ltd. tract called 2.099 acres, the South line of the residue of The Brenham Industrial Foundation, Inc. tract called 55.990 acres and this parcel, S 74° 05' 23" W, 58.57 ft. to a found 1/2" iron rod for lower Northwest corner of the Ladja Properties, Ltd. tract called 2.099 acres, interior corner of the residue of The Brenham Industrial Foundation, Inc. tract called 55.990 acres and this parcel;

THENCE with the West line of the Ladja Properties, Ltd. tract called 2.099 acres, the East line of the residue of The Brenham Industrial Foundation, Inc. tract called 55.990 acres and this parcel, S 15° 33' 05" E, 360.09 ft. to a set 1/2" iron rod (capped "2835") for Southwest corner of the Ladja Properties, Ltd. tract called 2.099 acres, an interior corner of the residue of The Brenham Industrial Foundation, Inc. tract called 55.990 acres and this parcel;

THENCE with the South line of the Ladja Properties, Ltd. tract called 2.099 acres, the North line of the residue of The Brenham Industrial Foundation, Inc. tract called 55.990 acres, the residue of the Brenham Industrial Foundation, Inc. tract called 2.917 acres (410/872 O.R.W.C.) and this parcel, N 73° 28' 30" E, 253.97 ft. to a found 1/2" iron rod marking an interior corner of the City of Brenham city limits, lying in the West line of Lot 1 of the Industrial Boulevard Subdivision (Plat Cab. File No. 500B P.R.W.C.) for Southeast corner of the Ladja Properties, Ltd. tract called 2.099 acres, the lower Northeast corner of the residue of the Brenham Industrial Foundation, Inc. tract called 2.917 acres and this parcel;

THENCE with the West line of Lot 1 and the City of Brenham city limits, the East line of the Brenham Industrial Foundation, Inc. tract called 2.917 acres and this parcel, S 15° 59' 39" E, 60.22 ft. to a found 3/8" iron rod in the North line of the Brenham Community Development Corporation tract called 119.149 acres (1347/469 O.R.W.C.) for an exterior corner of the City of Brenham city limits, Southwest corner of Lot 1, Southeast corner of the Brenham Industrial Foundation, Inc. tract called 2.917 acres and this parcel;

THENCE departing from the City of Brenham city limits and leaving the City of Brenham with the North line of the Brenham Community Development Corporation tract called 119.149 acres, the South line of the Brenham Industrial Foundation, Inc. tract called 2.917 acres and this parcel, S 57° 04' 30" W, 50.30 ft. to a found 1/2" iron rod (capped "2835") for angle and, S 74° 56' 28" W, 236.40 ft. to a set 1/2" iron rod (capped "2835") for Southeast corner of the Ladja Properties, Ltd. tract called 0.425 acre (1127/283 O.R.W.C.), Southwest corner of the residue of the Brenham Industrial Foundation, Inc. tract called 2.917 acres and this parcel;

THENCE crossing the city limit line and entering into the City of Brenham with the East line of the Ladja Properties, Ltd. tract called 0.425 acre, the East line of the Ladja Properties, Ltd. tract called 2.389 acres, the West line of the residue of The Brenham Industrial Foundation, Inc. tract called 2.917 acres, the residue of The Brenham Industrial Foundation, Inc. tract called 55.990 acres and this parcel, N 15° 33' 00" W, 434.40 ft. to the PLACE OF BEGINNING and containing 0.7201 acres of land.

Surveyor Certification:

I, William R. Krueger, Registered Professional Land Surveyor, do hereby certify that the above description represents the results of an on the ground survey made under my direction and supervision on September 27, 2010 and that all corners are as shown hereon. There are no conflicts or protrusions apparent on the ground except as shown.

This survey was prepared without the benefit of a current title report which may indicate easements or other encumbrances of record not apparent on the ground.

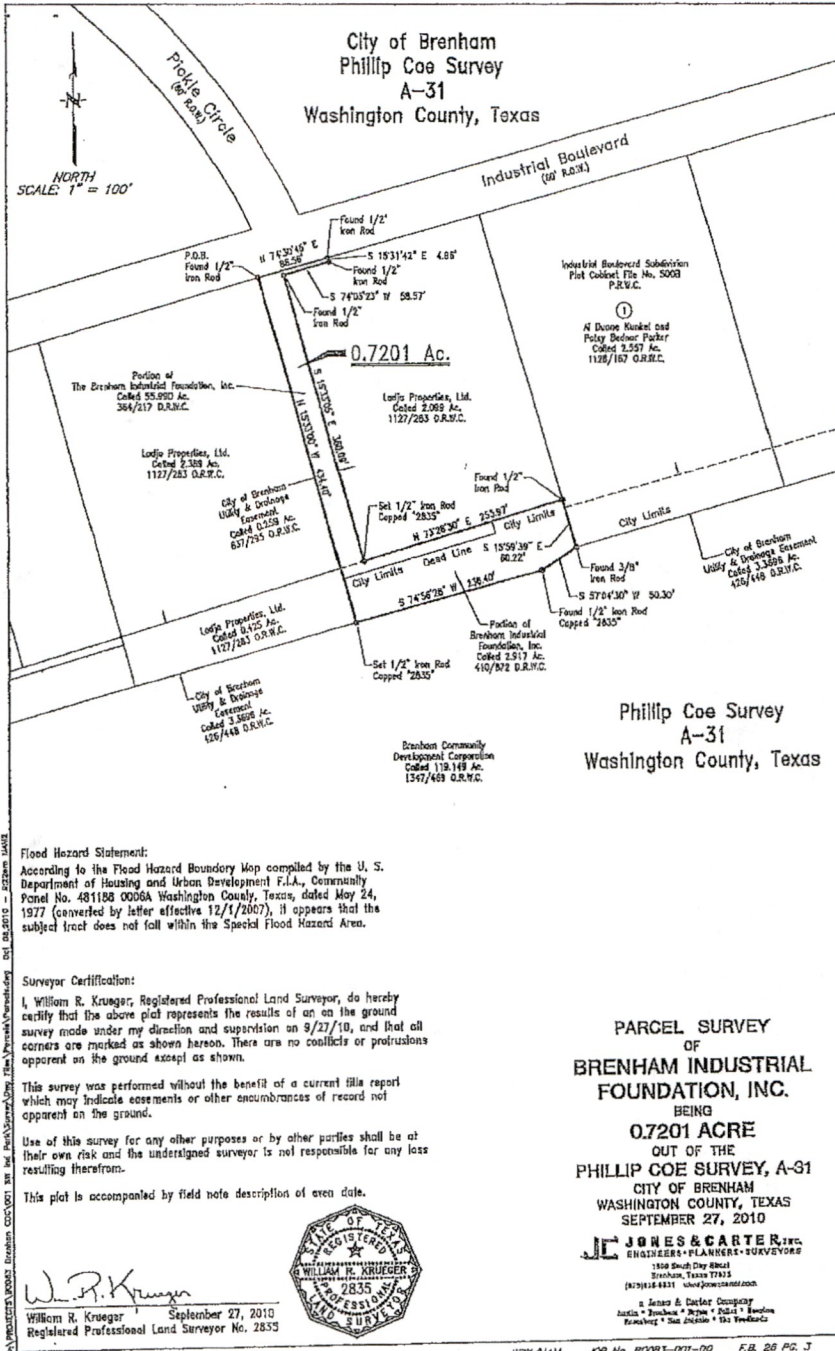
Use of this survey for any other purposes or by other parties shall be at their own risk and the undersigned surveyor is not responsible for any loss resulting therefrom.

This field note description is accompanied by plat of even date.

W. R. Krueger

William R. Krueger September 27, 2010
Registered Professional Land Surveyor No. 2835





Flood Hazard Statement:
 According to the Flood Hazard Boundary Map compiled by the U. S. Department of Housing and Urban Development F.I.A., Community Panel No. 481188 0006A Washington County, Texas, dated May 24, 1977 (converted by letter effective 12/1/2007), it appears that the subject tract does not fall within the Special Flood Hazard Area.

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 This plat is accompanied by field note description of even date.

W.R. Krueger
 William R. Krueger September 27, 2010
 Registered Professional Land Surveyor No. 2835



**PARCEL SURVEY
 OF
 BRENHAM INDUSTRIAL
 FOUNDATION, INC.
 BEING
 0.7201 ACRE
 OUT OF THE
 PHILLIP COE SURVEY, A-31
 CITY OF BRENHAM
 WASHINGTON COUNTY, TEXAS
 SEPTEMBER 27, 2010**

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 1508 South Day Street
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 (817) 616-8331 www.jonesandcarter.com
 a Lebeck & Dactor Company
 Lebeck • Dactor • Reyer • Patis • Beaman
 Breham • San Antonio • The Woodlands

HRK/AMM JOB No. B0083-001-00 F.B. 26 PG. 3

FILED FOR RECORD
 WASHINGTON COUNTY, TEXAS

2010 DEC 14 AM 10:00

Beth A. Rothermel
 WASHINGTON COUNTY CLERK



Beth A. Rothermel
 Beth Rothermel, County Clerk
 Washington County, Texas

DEC 15 2010



MEMORANDUM

To: BCDC Board

From: Jeana Bellinger, TRMC, CMC
City Secretary

Subject: Bylaws for the SWIP, Section III, Property Owners Association

Date: August 4, 2017

The Bylaws for the Southwest Industrial Park Section III Property Owners Association have been finalized and are ready for approval by the Board. The bylaws were first presented to the Board back in 2014; however, due to several changes in staff here at the City, they have not been formally adopted by the BCDC.

The bylaws were written by City Attorney Cary Bovey and include revisions as suggested by Board member Betts. I have included in this packet a redline version of the bylaws so that the changes made from the 2014 version can be seen easily.

BYLAWS
OF
SOUTHWEST INDUSTRIAL PARK, SECTION III
PROPERTY OWNERS ASSOCIATION, INC.

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ARTICLE I

NAME AND LOCATION. The name of the corporation is Southwest Industrial Park, Section III Property Owners Association, Inc., hereinafter referred to as the "Association." The principal address of the corporation shall be located at such address as determined appropriate by the Board of Directors. Meetings of members and directors shall be held at this address, unless otherwise announced and designated by the Board of Directors.

Deleted: 200 West Vulcan, Brenham, Texas, 77833

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to Southwest Industrial Park, Section III Property Owners Association, Inc., its successors and assigns.

Section 2. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 3. "Declarant" shall mean and refer to Brenham Community Development Corporation, a Texas non-profit corporation created pursuant to art. 5190.6, Tex. Rev. Civ. Stat. Ann., and the Texas Non-Profit Corporation Act (herein also referred to as "Brenham Community Development Corporation" and/or "BCDC"), its successors and/or assigns. No person or entity purchasing one or more Lots, or part thereof, from the BCDC business shall be considered as "Declarant."

Section 4. "Declaration" shall mean and refer to the "Declaration of Covenants, Conditions and Restrictions of the Southwest Industrial Park, Section Three" (hereinafter "Declaration") as set forth in an instrument dated December 14, 2010, executed by Brenham Community Development Corporation, and recorded in Volume 1359, Page 23, Official Records of Washington County, Texas, and any amendments thereto.

Section 5. "Lot" shall mean and refer to each individual parcel or tract of land constituting a part of the Properties and to each parcel or tract of land which may

hereafter be annexed to or otherwise made subject to all or any portion of the terms of the Declaration and to the jurisdiction, assessments and liens of the Association.

Section 6. "Member" shall mean and refer to those persons or entities required to maintain membership in the Association as provided in the Declaration.

Deleted: entitled to and

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, including but not limited to the Declarant, of the fee simple title to any Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of any obligation.

Section 8. "Properties" shall mean and refer to that certain real property described in and subject to the "Declaration of Covenants, Conditions and Restrictions of the Southwest Industrial Park, Section Three" (hereinafter "Declaration") as set forth in an instrument dated December 14, 2010, executed by Brenham Community Development Corporation, recorded in Volume 1359, Page 23, Official Records of Washington County, Texas, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meetings. The Annual Meeting of the Association Members shall be held on the 3rd Saturday in January each year, or at any other time as determined by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or Board of Directors, or upon written request of the members who are entitled to vote fifty-one percent (51%) or more of all of the voting rights of the Association membership. Notwithstanding any other provision herein, special meetings may also be called at any time by the Declarant.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing in the records of the Association, or supplied in writing by such member to

the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of the members entitled to cast, or of proxies entitled to cast, a majority of the voting rights of the entire membership shall constitute a quorum for any action, except as otherwise provided in the Certificate of Formation, Declaration or these Bylaws. The amount of voting rights held by each member shall be calculated as a percentage based on the ratio of the acreage of the Lot(s) owned and represented by the member to the total acreage of the Properties subject to this Declaration (excluding: (a) all properties dedicated to and accepted by a local public authority; and (b) all properties owned by the Association for the common good or the use of the Association). If, however, a quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice of other than announcement at the meeting until a quorum shall be present or represented.

Deleted: By-Laws

Section 5. Proxies. At all meetings, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon the conveyance of the member's Lot(s) to a different Owner.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of at least three (3) Directors, who shall be appointed by the current members of the Association. Each member shall be entitled to appoint one (1) Director to the Board. The number of Directors serving on the Board shall be increased as Lots are acquired by additional Owners, and the number of Directors shall at all times be equal to the number of Lots under separate ownership. However, until such time as there are at least three (3) different Lot Owners, the Declarant shall appoint two (2) Directors to serve on the Board (and in such case each Director appointed by the Declarant shall be entitled to represent and cast votes representing an amount equal to fifty percent (50%) of the total voting rights held by the Declarant).

Deleted: of Owners of Properties

Deleted: of Properties

Deleted: one-half (1/2)

Section 2. Term of Office. At each annual meeting, the members shall each appoint one (1) Director for a term of one (1) year. The newly appointed Director's term shall begin after adjournment of the Annual Meeting at which he/she was appointed, and the term shall expire after adjournment of the Annual Meeting one (1) year later, unless otherwise removed. Directors may be re-appointed by an owner to serve consecutive and/or multiple terms on the Board, without limitation on the number of terms that a Director may serve on the Board.

Section 3. Removal. Any Director may be removed from the Board at any time, with or without cause, by the member of the Association that appointed the Director. In the event of death, resignation or removal of a Director, his successor shall be selected by the member of the Board that appointed the Director who died, resigned or was removed. The Director so appointed shall serve the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he/she may render to the Association. However, any Director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties, upon submission and approval by the Board of documentary evidence including appropriate receipts. The use of a personal automobile for Association business may, in the sole discretion of the Board, be reimbursed at a rate set by the Board.

Section 5. Action Taken Without a Meeting. Any action required by law to be taken at a meeting of the Board, or any action which may be taken at a meeting of Board, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by a sufficient number of Directors representing a majority of the voting rights of the entire Board membership entitled to vote with respect to the subject matter thereof, except in cases where the Declaration or Bylaws requires a different amount of voting rights to approve an action of the Board.

Deleted: By-laws

ARTICLE V

APPOINTMENT OF DIRECTORS

Section 1. Appointment. Appointment to the Board of Directors shall be in writing and shall be signed by the member appointing a Director. Only a member in good standing may make an appointment to the Board of Directors.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meeting. Regular meetings of the Board of Directors shall be held at such frequency and at such place and hour as may be fixed from time to time by the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meeting. Special meetings of the Board of Directors shall be held when called by the President of the Association, by any two Directors, or by the Declarant, after not less than three (3) days' notice to each Director.

Section 3. Quorum. The presence at the meeting of the Directors entitled to cast, or of proxies entitled to cast, a majority of the voting rights of the entire Board membership shall constitute a quorum for the transaction of business, except as otherwise provided in the Certificate of Formation, Declaration or these Bylaws. The amount of voting rights held by each Director shall be calculated as a percentage based on the ratio of the acreage of the Lot(s) represented by the Director to the total acreage of the Properties subject to this Declaration (excluding: (a) all properties dedicated to and accepted by a local public authority; and (b) all properties owned by the Association for the common good or the use of the Association). Every act or decision done or made by a sufficient number of Directors representing a majority of the voting rights of the entire Board membership present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board, except in cases where the Declaration or Bylaws requires a different amount of voting rights to approve an action of the Board, and in cases where action may be taken without a meeting of the Board.

Deleted: By-Laws

Deleted: By-laws

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- A. to operate and render repair, maintenance and upkeep of the Storm Water Detention Pond (as that term is defined in the Declaration) and associated facilities serving the Properties, such work to be performed as may be deemed

by the Board of Directors in its good faith to be necessary or desirable to promote the proper and efficient operation of the Storm Water Detention Pond;

- B. to fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to expend the monies collected by this Association from assessments or charges and other sums received by this Association for the payment and discharge of all proper costs, expenses and obligations incurred by this Association in carrying out any and all of the purposes for which this Association is formed;
- C. to exercise all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in applicable law, the Declaration, Certificate of Formation, or the Bylaws;
- D. and employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Deleted: By-Laws

Deleted: declare a board member to be derelict in the performance of Board of Director duties, and remove them from office, if during the calendar year, the member is absent from two (2) consecutive regular board meetings, or more than four (4) meetings during the year, without notification and justification. Justification includes personal reasons, pre-coordinated business necessity, military duty orders, or a serious emergency;

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Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such statement is requested in writing by the Declarant or by a sufficient number of members representing a majority of the voting rights of the entire Association membership;
- (b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration and Certificate of Formation, to:
 - (1) fix the amount of the assessment against each Lot at least thirty (30) days in advance of each assessment period;
 - (2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each assessment period;
 - (3) institute and maintain actions to enforce and collect assessments including without limitation, taking action to foreclose the lien against any

property for which assessments are not paid within thirty (30) days after the due date or to bring an action in law or equity against the owner obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board before the issuance of these certificates. If a certificate states an assessment has been paid, such certificates shall be conclusive evidence of such payment;

(e) to procure and maintain adequate liability and hazard insurance on the property owned by the Association;

(f) to cause all officers, agents or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate;

(g) to cause the Storm Water Detention Pond and associated facilities to be operated, repaired, and maintained, as deemed appropriate by the Board;

(h) outgoing Board members are required to turn over all Association documents and records to the newly elected Board within fourteen (14) days of the expiration of their term of office on the Board, or immediately in the event of their removal.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary (who may or may not be a member of the Board of Directors), a Treasurer (who may or may not be a member of the Board of Directors), and such other officers as the Board, from time to time, by resolution creates.

Section 2. Election of Officers. The election of President, Vice President and Treasurer shall take place at the Annual Meeting, by those association members present at the Annual Meeting. The elections for the office of Secretary shall take place following the election of President, Vice President and Treasurer, and said officers shall be approved by an affirmative vote of a majority of the voting rights of the entire Association membership.

Section 3. Term. An officer of this Association shall hold office for one (1) year from the date of his/her election unless he/she shall sooner resign, be removed, or otherwise be disqualified to serve. An officer may be re-elected through the election process identified in Article VIII, Section 2.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office at any time, with or without cause, by a sufficient number of members representing a majority of the voting rights of the entire Association membership present at a duly held meeting. Article III, Section 3, Notice of Meetings, will be adhered to when calling a special meeting for the purpose of removing an officer. Any officer may resign at any time by giving a written notice to the Board or by giving verbal notice at a Board meeting. Such resignation shall take effect on the date of receipt of the notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. If the officer who resigns or is removed from office is holding the office of President, then he/she shall be replaced by the Vice President, and the resulting vacant office, i.e., vice president, shall be filled by an affirmative vote by a sufficient number of members representing a majority of the voting rights of the entire Association membership present at a duly held meeting.

Section 6. Vacancies. A vacancy in any office other than the President may be filled by appointment by the Board. The officer appointed to any vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special appointments created pursuant to Section 4 of this article.

Section 8. Duties. The duties of the Officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; and shall sign all leases, mortgages, deeds and other written instruments.

Vice President

(b) The Vice President shall act in the place and stead of the President in the event of his absence or inability to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it upon the minutes of the meetings of the Board of Directors and members and upon all other papers requiring said seal; service notice of meetings of the Board and of the members; and perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at the annual meeting; and shall cause any necessary filings to be made with the Texas Comptroller's Office, Internal Revenue Service, or any other appropriate governmental entity.

ARTICLE IX

DISBURSEMENT/TRANSFER OF FUNDS

The Board of Directors shall determine who will be designated as the person or persons authorized to sign checks and transfer funds. Any person so designated must be bonded as may be required by and in an amount set by the Board of Directors. All financial transactions shall be only for Board-authorized activities.

ARTICLE X

COMMITTEES

The Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes. At the first meeting of the new Board of Directors following

each annual meeting of the members, and after the election of the officers, the Board shall review all committees and reappoint the members of each committee, revise the responsibilities, or disband each committee as it considers proper.

**ARTICLE XI
BOOKS AND RECORDS**

The books, records and papers of the Association including the audit of books, annual budget and statement of income and expenditures shall at all times, during reasonable business hours, be subject to inspection by any member. The Certificate of Formation, Bylaws of the Association, and Declaration shall be available for inspection by any member at the principal office of the Association and copies may be purchased at reasonable cost.

Deleted: By-Laws

**ARTICLE XII
REMEDIES FOR NON-PAYMENT OF ASSESSMENT**

As more fully provided in the Declaration, Certificate of Formation and these Bylaws, each member is obligated to pay to the Association assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, a late fee of \$25.00 will be assessed, and the delinquent account shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association shall be authorized to bring an action in law or equity against the owner obligated to pay the same or foreclose the lien against the property, and interest. Costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Storm Water Detention Pond or abandonment of his Lot.

Deleted: By-Laws

Deleted: ;

**ARTICLE XIII
CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: SOUTHWEST INDUSTRIAL PARK, SECTION III PROPERTY OWNERS ASSOCIATION, INC. The lack of the seal shall not affect an otherwise valid contract or other instrument executed by the Association.

**ARTICLE XIV
AMENDMENTS**

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a sufficient number of members representing a majority of the voting rights of the entire Association membership, as the case may be, of a quorum of the members present in person or by proxy.

Deleted: By-Laws

Section 2. In the case of any conflict between the Certificate of Formation and these Bylaws, the Certificate of Formation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Deleted: By-Laws

Deleted: By-Laws

**ARTICLE XV
FISCAL YEAR**

The fiscal year of the Association shall be as determined by the Board of Directors.

**ARTICLE XVI
INDEMNIFICATION**

To the full extent permitted by the applicable provisions of Title 1, Chapter 8 of the Texas Business Organizations Code and other applicable law, the Corporation shall advance or reimburse expenses to and indemnify any present and former directors, officers, employees, and agents of the Corporation and persons serving or formerly serving at the request of the Corporation as directors, officers, partners, venturers, proprietors, trustees, employees, agents or similar functionaries of another foreign or domestic corporation, employee benefit plan, other enterprise or entity against judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses actually incurred by the person in any threatened, pending or completed action, suit or

Deleted: The Association shall have the full power to indemnify and advance or reimburse expenses pursuant to the provisions of applicable law to any person entitled to indemnification under the provisions of applicable law.

proceeding, whether civil, criminal, administrative, arbitative or investigative, any appeal in such action, suit or proceeding and any inquiry or investigation that could lead to such an action suit or proceeding, because the person is or was acting in one of the capacities set forth above.

ARTICLE XVII INSURANCE

The Association may purchase and maintain insurance or another arrangement on behalf of any person who is or was a member, director, officer, employee, or agent of the Association, against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status as such a person, whether or not the Association would have the power to indemnify him or her against that liability. If the insurance or other arrangement is with a person or entity that is not regularly engaged in the business of providing insurance coverage, the insurance or arrangement may provide for payment of a liability with respect to which the Association would not have the power to indemnify the person only if including coverage for the additional liability has been approved by the members of the Association. Without limiting the power of the Association to procure or maintain any kind of insurance or other arrangement, the Association may, for the benefit of persons indemnified by the Association, (1) create a trust fund; (2) establish any form of self-insurance; (3) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Association; or (4) establish a letter of credit, guaranty, or surety arrangement. The insurance or other arrangement may be procured, maintained, or established within the Association or with any insurer or other person deemed appropriate by the members regardless of whether all or part of the stock or other securities of the insurer or other person are owned in whole or part by the Association. In the absence of fraud, the judgment of the members as to the terms and conditions of the insurance or other arrangement and the identity of the insurer or other person participating in an arrangement shall be conclusive and the insurance or arrangement shall not be voidable and shall not subject the directors approving the insurance or arrangement to liability, on any ground, regardless of whether directors

participating in the approval are beneficiaries of the insurance or arrangement.

ARTICLE XVIII

MEETINGS BY TELEPHONE CONFERENCE, ELECTRONIC OR OTHER REMOTE COMMUNICATIONS TECHNOLOGY

Subject to the provisions required or permitted by applicable law and these Bylaws for notice of meetings, members of the Association, members of the Board of Directors, or members of any committee may participate in and hold a meeting of such members, board, or committee by means of: (1) conference telephone or similar communications equipment by which all persons participating in the meeting can communicate with each other; or (2) another suitable electronic communications system, including videoconferencing technology or the Internet, only if: (a) each member entitled to participate in the meeting consents to the meeting being held by means of that system; and (b) the system provides access to the meeting in a manner or using a method by which each member participating in the meeting can communicate concurrently with each other participant. Participation in a meeting pursuant to this article shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Deleted: By-Laws

ARTICLE XIX

POWERS OF DECLARANT

Notwithstanding the voting rights within the Association, or of the members or Board of Directors, or any other provision contained herein, until the Declarant no longer owns record title to any Lot or portion thereof, the Association shall take no action with respect to any matter whatsoever without the prior written consent of the Declarant. Additionally, for so long as Declarant owns all or any portion of any Lot, and notwithstanding any other provision herein, the Declarant shall retain the sole authority to: (1) approve the subdivision of any Lot into two or more parcels; and (2) consider and grant variances to the provisions set forth in the Declaration.

IN WITNESS WHEREOF, we, being all of the directors of the SOUTHWEST INDUSTRIAL PARK, SECTION III PROPERTY OWNERS ASSOCIATION, INC., have hereunto set our hands this ____ day of _____, ~~2013~~, 2017.

Deleted: 2013

Director

Director

Director

DRAFT



To: Brenham Community Development Corporation Board

From: Terry K. Roberts

Subject: Texas Government Code Section 551-072 of the Texas Government Code for Purposes of Deliberation Regarding Real Estate Matters Concerning the Sale of Industrial Park Land

Date: August 14, 2017

Economic Development Foundation (EDF) will discuss the sale of Industrial Park Land in Executive Session. Documents related to this item will be provided under separate distribution.



2017 Board of Directors

Billy Holle, Chair
Seidel Schroeder

Matt Bentke, Vice Chair
Bluebonnet Electric Cooperative

Mike Hopkins, Jr., Secretary
Mike Hopkins Distributing Co.

Tieman Dippel III, Treasurer
Brenham National Bank

William Krueger, Past Chair
Jones\Carter, Retired

Roger Atkins
RJ3 Enterprise

Blake Brannon
Brannon Industrial Group

Chris Cangelosi
Washington County Abstract Co.

Cory Flencher
Citizens State Bank

Chad Gerke
The Gerke Law Firm

Catherine Kenjura
Lacina & Kenjura

Barney Loesch
Thrivent Financial

Stephen Miller
Brenham Wholesale Grocery Co.

Arlen Thielemann
Thielemann Construction Co.

Jarvis Van Dyke
Van Dyke, Rankin & Co.

Gary Weiss
Germania Insurance, Retired

Staff

Page Michel
President & CEO

Steve Drake
Project Manager

MEMORANDUM

To: BCDC Board
From: Page Michel, EDF President
Subject: Third Quarter Report
Date: August 17, 2017

The EDF 3rd Quarter Activity Report is attached for your review. You will find copies of the April, May and June reports in your packet. An update on recent projects will also be given at the BCDC meeting.

#



Activity Report

April 2017

Business Retention & Expansion Program:

- Ribbon cutting for the expansion of Citizens State Bank.
- Ribbon cutting for grand opening of Doyle Coatney Athletic Complex at Blinn.
- Ribbon cutting for grand opening of Baylor Scott & White Rehabilitation Clinic.
- BR&E survey interview held with Stanpac.

Marketing:

- Sent out *Brenham Economic Development Update – April 2017* e-newsletter.
- LoopNet.com
 - Brenham Business Center: 152 views
 - Southwest Industrial Park: 210 views
- BrenhamEDF.com
 - Visits: 508
 - Pageviews: 1,098
 - Total Property Searches: 263
 - Most Popular Property: 611 S. Market St. (11)
 - Total Business Searches: 3
 - Total Reports Generated: 4

Prospects & Development:

- Submitted property information to Project Wake's site selector.
- Planning meeting for new industrial land in SWIP-IV (Gurrech tract).
- Retail incentives request presentation from Project Chatt with the Alliance.
- Meeting with County Judge and City staff to discuss Project Chatt's retail incentives request.
- Responded to 8 requests for business start-up information, land information or statistics.

EDA Grant-Tech Center Expansion Project:

- Progress meeting with general contractor and architect.
- Submitted forms to EDA for financial reimbursements.

Education & Professional Networking:

- Atlas Advertising webinar on "The Top Five Ways to Get More Marketing Investment in Your Community".
- Blinn College Alumni & Friends Association Skeet Shoot with O'Malley Strand Associates.
- Brenham Rotary Club presentation.
- Chamber Presidential Roundtable event.
- Triangle Discussion dinner with Congressman McCaul.

Administrative:

- City Council meetings.
- Main Street board meeting and Economic Restructuring Committee meeting.
- Chamber of Commerce board meeting.
- BCDC board meeting.
- City/EDF staff meeting.
- Alliance meeting.
- Continued updating data on EDF website.



Activity Report

May 2017

Business Retention & Expansion Program:

- Presentation to Jobs for Life program regarding industry and occupational trends.
- Attended Advisory Committee meeting for the A.W. Hodde, Jr. Technical Education Center.
- Attended ribbon cutting for grand opening of Brenham Women's Health, Animal Friends of Washington County and Dahmann & Associates.
- First draft of the 2016 BR&E Report.

Marketing:

- Sent out *Brenham Economic Development Update – May 2017* e-newsletter.
- Property ads on LoopNet.com
 - Brenham Business Center: 152 views
 - Southwest Industrial Park: 210 views
- BrenhamEDF.com
 - Visits: 508
 - Pageviews: 1,098
 - Total Property Searches: 263
 - Most Popular Property: 611 S. Market St. AutoZone (11)
 - Total Business Searches: 3
 - Total Reports Generated: 4

Prospects & Development:

- Meeting with Project Carts to discuss their future business plans.
- Submitted tax phase-in compliance review documents to all current tax phase-in recipients.
- Responded to 5 requests for business start-up information, land information or statistics.

EDA Grant-Tech Center Expansion Project:

- Progress meeting with general contractor and architect.
- Submitted forms to EDA for financial reimbursements.
- Construction Committee meeting to discuss changes to the sidewalk and wheelchair ramp.

Education & Professional Networking:

- Chamber Networking Breakfast at Senior Center.
- YPO social event at Hyundai.

Administrative:

- City Council meetings.
- Main Street board meeting.
- Chamber of Commerce board meeting.
- Facilitated the economic development session for Leadership Washington County.
- City/EDF staff meeting.
- Continued updating data on EDF website.



Activity Report

June 2017

Business Retention & Expansion Program:

- Published the BRE Program Survey Report 2016-17.
- Attended the Small Business Forum
- Toured the new Valmont Coatings plant

Marketing:

- Property ads on LoopNet.com
 - Brenham Business Center: 145 views
 - Southwest Industrial Park: 178 views
- BrenhamEDF.com
 - Visits: 531
 - Pageviews: 1,034
 - Total Property Searches: 223
 - Most Popular Property: 2660 Highway 36 South (7)
 - Total Business Searches: 14
 - Total Reports Generated: 5

Prospects & Development:

- Corresponded with representatives from Project Dream to receive earnest money contract.
- Received tax phase-in compliance review documents from all current tax phase-in recipients
- Submitted proposal to Project Laminate, a plastics packaging business
- Submitted proposal to Project Red Oriole, a food manufacturing business
- Submitted a proposal to Project Rear Window, a glass recycling business

EDA Grant-Tech Center Expansion Project:

- Progress meeting with general contractor and architect
- Submitted forms to EDA for financial reimbursements
- Accessed the line of credit for a \$50,000 draw to be repaid in July
- Held an Equipment Committee meeting with David Yeager

Education & Professional Networking:

- Meeting with Hannah Smith (Coldwell Banker) to discuss new partnership in expanding business in Brenham

Administrative:

- City Council meetings
- Chamber of Commerce board meeting
- City/EDF staff meeting
- Attended Main Street Board meeting
- Facilitated an Alliance meeting on June 27