

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**TAX ABATEMENT AGREEMENT BETWEEN
FORT BEND COUNTY AND RIDGE SOUTHWEST CC PARTNERS I, LLC**

This Tax Abatement Agreement, hereinafter referred to as "Agreement," is executed by and between **FORT BEND COUNTY, TEXAS**, hereinafter referred to as "County," acting by and through its Commissioners' Court and **RIDGE SOUTHWEST CC PARTNERS I, LLC** hereinafter referred to as "Owner" of the Real Property and Improvements, located within the City of **MISSOURI CITY** Reinvestment Zone No. **17**.

1. Authorization:

- a. This Agreement is authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the TEXAS TAX CODE as it exists on the effective date of this Agreement, and;
- b. The Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created by Fort Bend County, Texas, were approved by the County's Commissioners Court on February 24, 2017. County has determined that the request for Tax Abatement presented by Owner conforms to the criteria established in the Guidelines for Tax Abatement.
- c. No official of County has an interest in the property subject to this Agreement.

2. Definition:

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

- a. The "Certified Appraised Value or Value" means the value certified as of January 1 of each year of this Agreement regarding the property within City of **MISSOURI CITY** Reinvestment Zone No. **17** by the FBCAD (as hereinafter defined).
- b. "Real Property" means the approximate **29.17** acre tract of land described in Exhibit "B" attached hereto and incorporated herein for all purposes, and all improvements currently located thereon, which tract of land is located within the Reinvestment Zone **17**.
- c. "Improvements" means a new industrial building to be located in Reinvestment Zone No. **17** containing at least **477,355** square feet of floor space, and the interior improvements to such office, distribution and warehousing building and any sidewalks, parking lots, outdoor lighting, landscaping and other improvements to serve the building.
- d. "Abatement" means the full or partial exemption from ad valorem taxes of certain property in the City of **MISSOURI CITY** Reinvestment Zone No. **17** designated for economic development purposes.
- e. "Ineligible Property" means real property, existing improvements, tangible personal property that the FBCAD classifies as inventory or supplies, real property used primarily to provide retail sales or services to the public,

real property used for residential purposes, tangible personal property classified as furnishings, tangible personal property located in the reinvestment zone prior to the execution date of this Agreement, real property with a productive life of less than 10 years, or any other property for which abatement is not allowed by state law.

- f. "Owner" means **Ridge Southwest CC Partners I, LLC** or other person or entity to which this Agreement is assigned, with prior approval of the Fort Bend County Commissioners' Court.
- g. "County" means the County of Fort Bend, Texas.
- h. "FBCAD" means Fort Bend Central Appraisal District.

3. Subject Property:

- a. The City of **MISSOURI CITY** Reinvestment Zone No. **17** is an area located in Fort Bend County, Texas, being legally described in Exhibit A attached hereto and incorporated herein for all purposes.
- b. The FBCAD has established the base year values for the subject property as of January 1, 2018.

4. Responsibility of Owner:

In consideration of receiving the tax abatement granted herein, Owner represents and agrees:

- a. That construction of the Improvements will commence without delay.
- b. No later than **JUNE 30, 2019**, Owner shall ensure that construction of the Improvements be complete and in the form of a shell building such that it is ready for tenant interior improvements. Owner shall provide the County's Tax Assessor/Collector with written documentation confirming same on or before the completion date. Owner's failure to provide the written documentation required by this Section may result in a forfeiture of the tax abatement of tax year 2020.
- c. That Owner shall provide the County's Tax Assessor/Collector a certified statement evidencing a minimum of **\$15,600,000** in project costs with respect to the design and construction of the Improvements within sixty (60) days after completion of the Improvements; and that the Certified Appraised Value of the Improvements on January 1, 2020, and on each and every January 1 thereafter during the term of this Agreement must not be less than **\$15,600,000**. Owner may from time to time during the term of this Agreement install additional improvements, and modify, remove or replace improvements as Owner may determine in its discretion. Failure to meet the requirements of this Section will invalidate the tax abatement for any year this requirement is not satisfied.
- d. OWNER SHALL BE RESPONSIBLE FOR NOTIFYING THE FBCAD OF THE ABATEMENT, INCLUDING FILING WITH THE FBCAD ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.
- e. OWNER SHALL BE RESPONSIBLE FOR REQUESTING FROM COUNTY AN ASSIGNMENT OF THIS AGREEMENT IN THE EVENT THE REAL PROPERTY THE SUBJECT OF THIS AGREEMENT IS SOLD, TRANSFERRED OR ASSIGNED. EXCEPT AS OTHERWISE

PROVIDED HEREIN, ANY ASSIGNMENT IS NOT EFFECTIVE UNTIL APPROVED IN WRITING BY COUNTY.

- f. That Owner has as of the effective date of this Agreement, the financial resources to implement the above representations.
- g. That Owner shall ensure that taxes on all property owned by it owed in Fort Bend County are current. Delinquent taxes for any Fort Bend County Property is a default of Owner's obligations hereunder and will be grounds for termination of this Agreement regardless of whether the delinquent property is subject to an abatement.

5. Value and Term of Abatement:

- a. This Agreement shall be effective on the date executed by County and shall terminate on December 31, 2024. In no event shall this Agreement extend beyond December 31, 2024.
- b. In each year that this Agreement is in effect, the amount of abatement shall be an amount equal to the percentage indicated below of the taxes assessed upon the Improvements.
- c. Subject to the limitations imposed by law and conditioned upon the representations outlined in Section 4 herein above, there shall be granted and allowed hereunder a property tax abatement for the following years and in the following amounts on the value of the Improvements:

| Tax Year | Percentage Abatement |
|-----------------|-----------------------------|
| 2020 | 50% |
| 2021 | 50% |
| 2022 | 50% |
| 2023 | 50% |
| 2024 | 50% |

- 1) The abatement granted shall not apply to the value of the Real Property, increases in the value of the Real Property, and Ineligible Property, inventory or supplies.
- 2) The FBCAD's determination of values shall be used to determine the value of the property subject to this Agreement. If Owner protests the FBCAD's valuation of the property, the valuation placed on the property after the protest is resolved under State law shall be used.
- 3) On or before September 1 of each year of this Agreement, Owner shall certify in writing to the Fort Bend County Tax Assessor/Collector Owner's compliance with each term of this Agreement.

6. Taxability:

During the period that this tax abatement is effective, taxes shall be payable by the Owner as follows:

- a. The value of Real Property and Ineligible Property shall be fully taxable, including inventory, and
- b. The value of existing improvements, if any, shall be determined in the base year of 2018 by the FBCAD.

7. Event of Default:

- a. County may declare Owner in default of this Agreement if: (1) Owner fails to comply with any term of this Agreement or (2) Owner allows County ad valorem taxes on any property owned by it in Fort Bend County to become delinquent, even if the delinquent taxes are for a property not subject to an abatement or (3) Owner ceases operations on the Real Property for a continuous period of one hundred eighty (180) days before the expiration of the term of the Abatement without the prior written consent of the County, except that in the event of (i) a temporary shutdown of the facility, with assurance of the resumption of operations, for the purpose of facility modification, expansion, improvement, retooling or similar purpose, (ii) the facility is being actively marketed, the County shall not unreasonably withhold consent to a reasonable extension to such period to permit the sale of the facility to another operator, (iii) the closure of the facility pending settlement of insurance, casualty or condemnation claims or (iv) the closure of the facility due to inadequate or unacceptable raw water supply shall not constitute a vacating of or a cessation of operations on the Real Property under this Section 7(a)(3). Such exceptions are subject to further extension for force majeure as defined in Section 11 herein.
- b. County shall notify Owner of any default in writing specifying the default. Owner shall have sixty (60) days from the date of the notice to cure any default. If Owner fails to cure the default within ninety (90) days from receipt of notice, County may terminate this Agreement by written notice.
- c. If this Agreement is terminated by County, as County's sole and exclusive remedy, Owner agrees that it is liable for and will pay to County within thirty (30) days of the termination of this Agreement:
 - i. The amount of all taxes abated during the term of this Agreement; and
 - ii. Interest on the abated amount at the rate provided for in the Texas Tax Code for delinquent taxes.
 - iii. Penalties on the amount abated in the year of default, at the rate provided for in the Texas Tax Code for delinquent taxes.
- d. County shall have a lien against the Real Property and Ineligible Property for the taxes and interest owed because of the recapture of taxes under this paragraph during the time period beginning on the date such payment obligation accrues and continuing until the date is paid.
- e. This paragraph is required by Chapter 2264, TEXAS GOVERNMENT CODE and governs over any conflicting provisions of this Agreement. Owner is prohibited from knowingly employing undocumented workers as that term is defined in Section 2264.001, TEXAS GOVERNMENT CODE. If Owner is convicted of a violation under 8 U.S.C. Section 1324a(f), the conviction shall be considered default of this Agreement, from which no cure provisions shall apply. In such event, County shall provide written notice to Owner of the default and this Agreement shall automatically terminate on the 30th day after the date of the notice of default from County to Owner. In the event of termination under this paragraph, Owner shall

repay to County the amount of all property taxes abated under this Agreement, plus interest on the abated amount at the rate provided for in the TEXAS TAX CODE for delinquent taxes and any applicable penalties.

8. Administration and Inspection

- a. This Agreement shall be administered on behalf of the Fort Bend County Tax Assessor/Collector or her designee. Owner shall allow employees or other representatives of County who have been designated by the Tax Assessor/Collector to have access to the Real Property (during normal business hours) during the term of the Agreement. All regular inspections shall be made only after two (2) business days prior notice and will be conducted in such a manner as not to unreasonably interfere with the construction or operation of the facility. A representative of Owner may accompany the inspector. County shall cause each of its employees and representatives who conduct such inspections to abide by all of Owner's security, safety and operational rules.
- b. Upon completion of the placement and/or installation of the Improvements, County shall annually evaluate the Improvements to ensure compliance with the terms and provisions of this Agreement and shall report potential defaults to the Owner.
- c. The Chief Appraiser of the FBCAD shall annually determine (1) the taxable value under the terms of this abatement of the Improvements and (2) the full taxable value without abatement of the Real Property and the Improvements, located on the Real Property. The Chief Appraiser shall record both abatement taxable value and full taxable value in the appraisal records. The full taxable value figure listed in the appraisal records shall be used to compute the amount of abated taxes when this Agreement is terminated in a manner that results in recapture of abated taxes.
- d. Owner shall furnish the Chief Appraiser annually such information as provided for under Chapter 22 of the Texas Tax Code, including payroll records, as may be necessary for the administration of this Agreement. Such information, including payroll records, shall also be provided annually to the County Tax Assessor/Collector in preparation of its annual evaluation for compliance with the terms and provisions of this Agreement.

9. Assignment

- a. Owner may not assign this Agreement without the prior written consent of County. No assignment shall be effective or approved if County has declared a default hereunder which has not been cured or the assignee is delinquent in the payment of any ad valorem taxes owed to County. Approval shall not be unreasonably withheld.
- b. Any and all assignments shall contain the same terms and conditions as set out in this Agreement and shall be granted for the remaining term of the original Agreement only.
- c. Owner shall provide notice to County within ninety (90) days after any sale or assignment of the Real Property subject to this Agreement.

10. Indemnity

It is understood and agreed between the parties that Owner, in performing obligations hereunder, is acting independently, and County assumes no responsibilities or liabilities in connection therewith to third parties. **OWNER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS COUNTY AND THE FBCAD FROM ANY AND ALL NON-OWNER CLAIMS, SUITS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ARISING OUT OF OWNER'S BREACH OF ITS OBLIGATIONS HEREUNDER EXCEPT THAT THE INDEMNITY SHALL NOT APPLY TO THAT PORTION OF RESPONSIBILITIES AND LIABILITIES RESULTING FROM THE FAULT OR NEGLIGENCE OF COUNTY OR TAXING UNITS, THEIR RESPECTIVE OFFICERS, AGENTS OR EMPLOYEES. OWNER'S INDEMNIFICATION OBLIGATIONS INCLUDE THE PAYMENT OF REASONABLE ATTORNEYS FEES AND EXPENSES INCURRED IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, AND CAUSES OF ACTION WHICH ARE NOT DUE TO COUNTY'S, THE DISTRICT'S OR THEIR REPRESENTATIVES' INTENTIONAL CONDUCT OR NEGLIGENCE. OWNER SHALL BE RESPONSIBLE FOR ALL FEES INCURRED BY COUNTY IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, OR CAUSES OF ACTION SO LONG AS DEFENSE COUNSEL AND COURSES OF ACTION ARE DETERMINED SOLELY BY OWNER. NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED TO PROHIBIT COUNTY FROM INCURRING INDEPENDENT REPRESENTATION OF ANY SUCH CLAIM, SUIT OR CAUSE OF ACTION; PROVIDED, HOWEVER, THAT OWNER SHALL NOT BE RESPONSIBLE FOR ANY SUCH COSTS AND OR FEES SO INCURRED.**

11. Force Majeure:

If by reason of force majeure, Owner is unable to perform any obligation of this Agreement, it shall give notice of the force majeure to County in writing within thirty (30) calendar days after Owner first becomes aware or should have become aware of the occurrence relied upon. By doing so, the obligation of Owner, to the extent and for the period of time affected by the force majeure, shall be suspended. Owner shall endeavor to remove or overcome the inability with all reasonable effort. For purposes of this provision, "force majeure" shall include, but not be limited to acts of God, landslides, lightning, earthquakes, hurricanes, storms, floods, or other natural occurrences; strikes, lockouts, insurrections, riots, wars or other civil or industrial disturbances; orders of any kind of the federal or state government or of any civil or military authority; explosions, fires, breakage or accidents to machinery, lines, or equipment, or the failure or lack of capacity of the wastewater system or water supply system; governmental delays in granting approvals or issuance of permits; or any other cause not reasonably within the control of the Owner.

12. Commissioners Court Approval:

This Agreement is conditioned entirely upon the approval of the Commissioners' Court by the affirmative vote of a majority of the members present at a duly scheduled meeting of the Commissioner's Court.

13. Compliance with State and Local Regulations:

This Agreement shall not be construed to alter or affect the obligations of Owner to comply with any city ordinance or federal or state law or regulation.

14. Changes in Laws/Vested Rights:

The tax abatement provided in this Agreement is conditioned upon and subject to any changes in the state tax laws during the term of this Agreement, but only the extent required by law to be enforceable and after giving Owner all vesting, non-conforming and/or "grandfather" rights, contained in and applicable to this Agreement and allowed by law.

15. Miscellaneous:

- a. This Agreement and the rights and obligations of each party shall be construed and enforced under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.
- b. In the event of one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- c. The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
- d. Any amendments of this Agreement shall be of no effect unless in writing and signed by both parties hereto.

16. Notices

- a. Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been hand delivered, deposited with a nationally recognized overnight courier or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and certified, return receipt requested, in a United States Post Office, addressed to County and Owner at the mailing address as hereinafter set out. If mailed, any notice of communication shall be deemed to be received three (3) business days after the date of deposit in the United States Mail.
- b. Unless otherwise provided in this Agreement, all notices shall be delivered to Owner or County at the following addresses:

To the Tax Assessor/Collector: The Honorable Patsy Schultz
Fort Bend County Tax Assessor-Collector
1317 Eugene Heimann Circle
Richmond, Texas 77469

To County: Fort Bend County
401 Jackson
Richmond, Texas 77469
Attention: County Judge

Copy to: Fort Bend County Attorney
401 Jackson
Richmond, Texas 77469

To Owner:

Ridge Southwest CC Partners I, LLC
c/o Ridge Development Company, L.L.C.
1900 W Loop S, Suite 1300
Houston, Tx 77027
Attn: Ben Newell, Senior Vice President

- c. Any party may designate a different address by giving the other parties ten (10) days prior written notice thereof. Failure of Owner to provide County Tax Assessor/Collector thirty (30) days notice of a change of address may result in termination of this Agreement.

17. Entire Agreement

This Agreement contains the entire Agreement among the parties and supercedes all other negotiations and agreements, whether written or oral. This Agreement shall inure to the benefit of and be binding upon the parties hereto and each of their respective successors and assigns. Attached hereto are (a) Exhibit A – City of **MISSOURI CITY** Ordinance No. **O-18-05** designating Reinvestment Zone No. **17** (b) Exhibit B - legal description of Real Property which are made part of this Agreement.

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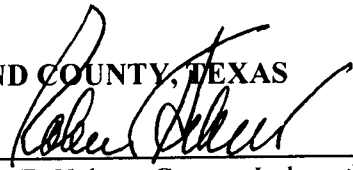
[execution page follows]

18. **Execution**

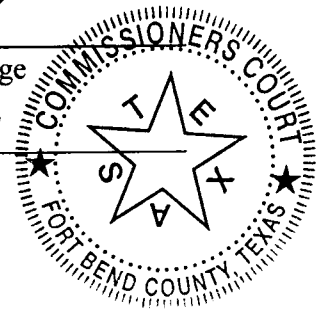
IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by County and Owner as of the dates below stated. Owner warrants and represents that the individuals executing this agreement on behalf of Owner have full authority to execute this Agreement and bind Owner to the same.

"COUNTY:"

FORT BEND COUNTY, TEXAS

By: 
Robert E. Hebert, County Judge

Date: 4-3-2018



ATTEST:

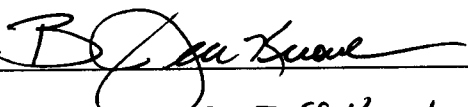

Laura Richard, County Clerk

'OWNER'

**RIDGE SOUTHWEST CC
PARTNERS I, LLC**

By: Ridge Southwest Partners GP, LLC,
its managing member

By: Ridge Development
Company, L.L.C., its
Manager

By: 
Printed Name: B. Jeff Knowles
Title: Authorized Person

Date: 3-28-18

ATTEST:

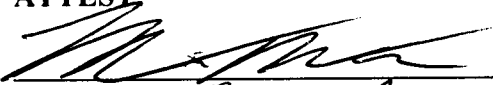

Printed Name: Bryan Neill

Exhibit A
Ordinance Creating City of MISSOURI CITY Reinvestment Zone No. O-18-05.



**TAX ABATEMENT AGREEMENT RELATING TO REAL PROPERTY by and between
THE CITY OF MISSOURI CITY, TEXAS, and RIDGE SOUTHWEST CC PARTNERS I,
LLC.**

This Tax Abatement Agreement, hereinafter referred to as "Agreement," is executed by and between **THE CITY OF MISSOURI CITY, TEXAS**, hereinafter referred to as "City," acting by and through its City Council, and **RIDGE SOUTHWEST CC PARTNERS I, LLC**, a Delaware limited liability company, and the owner of the Real Property, hereinafter referred to as "Owner." Such property is located within City of Missouri City Reinvestment Zone No. 17, established by City of Missouri City Ordinance No. O-18-~~05~~ adopted March 5, 2018, incorporated herein by reference for all purposes, and the location of the Improvements (hereinafter defined) to be constructed within the City of Missouri City Reinvestment Zone No. 17.

GENERAL PROVISIONS

1. Authorization

- a. This Agreement is authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the TEXAS TAX CODE as it exists on the effective date of this Agreement, and the Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created in Missouri City, Texas (Guidelines for Tax Abatement), which were approved by the City Council of the City of Missouri City on September 5, 2017, by Resolution No. R-17-23. City has determined that the request for Tax Abatement presented by Owner conforms with the criteria established in the Guidelines for Tax Abatement.
- b. No official of the City has an interest in the property subject to this Agreement.

2. Definitions

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

- a. "Abated Value" means the value of the Improvements subject to taxation after the appraised value is reduced by the percentage of abatement each year during the term of the Abatement.
- b. "Abatement" means the exemption from ad valorem taxes of certain property in City of Missouri City Reinvestment Zone No. 17 as set forth in Section 5 hereof.

- c. **"Application for Abatement"** means the Application for Value Added Tax Abatement and the answers provided on the Economic Impact Statement Questionnaire, both of which are provided by Owner.
- d. **"Certified Appraised Value"** means the value, as certified by the District as of January 1 of each year of this Agreement, regarding Real Property, Improvements, or Ineligible Property, as applicable, located on the Real Property within City of Missouri City Reinvestment Zone No. 17.
- e. **"City"** means the City of Missouri City, Texas.
- f. **"District"** means Fort Bend Central Appraisal District,
- g. **"Improvements"** means the construction of a building to be located on the Real Property and containing at least 475,000 square feet of floor space to serve warehousing, distribution, service center, or other uses permitted by existing zoning and the Guidelines for Tax Abatement.
- h. **"Ineligible Property"** means the Real Property, excluding the improvements, improvements on the Real Property existing on the date of this Agreement; the Real Property used primarily to provide retail sales or services to the public; the Real Property used for residential purposes or with a productive life of less than 10 years; tangible personal property, including, but not limited to, tangible personal property that the District classifies as inventory or supplies; real or tangible personal property located in City of Missouri City Reinvestment Zone No. 17 prior to the effective date of this Agreement and any other property for which abatement is not allowed by state law.
- i. **"Owner"** means Ridge Southwest CC Partners I, LLC, and any other person or entity to which the rights and obligations of Owner contained in this Agreement are assigned pursuant to the terms of this Agreement.
- j. **"Real Property"** means the land described on Exhibit A attached hereto and made a part hereof for all purposes.
- k. **"Tax Assessor-Collector"** means the Fort Bend County Tax Assessor-Collector.
- l. **"Tax Year"** has the meaning given in Section 1.04(13), TEXAS TAX CODE.

3. **Subject Real Property**

The Real Property subject to this Agreement is located within City of Missouri City Reinvestment Zone No. 17:

4. Responsibilities and Representations of Owner

In consideration of receiving the Abatement granted herein for the Improvements, Owner represents and agrees as follows:

(a) That construction of the Improvements shall be commenced on or before January 1, 2019, and shall be completed on or before June 30, 2019. Owner shall provide the Tax Assessor-Collector a certified statement evidencing a minimum of \$2,000,000 in project costs with respect to the design, construction, and acquisition of the Improvements within sixty (60) days after completion of the Improvements. Improvements shall be constructed by "separated contracts," as that term is defined by 34 TEX. ADMIN. CODE § 3.291, and Owner shall collect and pay City taxes in accordance with 34 TEX. ADMIN. CODE § 3.379(b). Failure to meet the requirements of this Section 4(a) will invalidate the Abatement for the year that this requirement is not satisfied. Owner may from time to time during the term of this Agreement and after the date set forth above in this Section 4(a), modify, remove or replace Improvements, as Owner may determine in its discretion, provided such shall not modify the minimum value requirements in Section 4(b) hereof.

(b) That, beginning on January 1, 2020, the combined Certified Appraised Value of the Improvements on January 1 of each year that taxes are abated under this Agreement's provisions must have a minimum value of \$2,000,000. Failure to meet the requirements of this Section 4(b) will invalidate the Abatement for the year that this requirement is not satisfied.

5. Term and Abatement

(a) This Agreement shall be effective on the date executed by City or the Owner, whichever is last. This Agreement shall terminate on December 31, 2026, unless terminated earlier as provided elsewhere herein. In no event shall this Agreement extend beyond December 31, 2026, Owner's obligations upon default to pay

to City any taxes abated or owed under this Agreement shall not terminate until the abated taxes are paid.

(b) In each year that this Agreement is in effect, the amount of Abatement shall be an amount equal to the percentage indicated below of the value assessed on the Improvements during each applicable Tax Year.

(c) Subject to the limitations imposed by law and conditioned upon the Owner's performance outlined in Section 4 above, there shall be granted and allowed hereunder an Abatement on the value of the Improvements as follows:

| Tax Year | Abatement percentage |
|----------|----------------------|
| 2020 | 50% |
| 2021 | 50% |
| 2022 | 50% |
| 2023 | 50% |
| 2024 | 50% |

(d) The Abatement granted for the Improvements shall not apply to the Certified Appraised Value of the Ineligible Property or the Real Property.

(e) All Improvements shall be constructed in substantial accordance with applicable laws, ordinances, rules, or regulations in effect at the time such Improvements are constructed.

(f) The District's determination of values shall be used to determine the Certified Appraised Value of the property subject to this Agreement. If Owner protests the District's valuation of the property, the valuation placed on the property after the protest is resolved under State law shall be used.

6. Taxability

During the period that this Abatement for the Improvements is effective, taxes shall be payable by Owner as follows:

- (1) the value, as established by the District for each Tax Year, of Real Property and Ineligible Property shall be fully taxable; and

- (2) the Abated Value, as established by the District, of the Improvements shall be fully taxable, provided that Owner comports with the obligations contained herein.

7. Additional Responsibilities and Representations of Owner

In consideration of receiving the Abatement granted herein, Owner represents and agrees:

(a) That Owner has, as of the effective date of this Agreement, the financial resources to implement the above responsibilities and representations.

(b) That Owner, as of the effective date of this Agreement, submitted an Application for Abatement.

(c) The Owner, as of the effective date of this Agreement, has acquired fee simple ownership of the Real Property.

(d) THAT OWNER SHALL BE RESPONSIBLE FOR NOTIFYING THE DISTRICT OF THE ABATEMENT, INCLUDING FILING WITH THE DISTRICT ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.

(e) IN THE EVENT THE OWNER INTENDS TO SELL THE REAL PROPERTY, OWNER SHALL BE RESPONSIBLE FOR REQUESTING FROM THE CITY AN ASSIGNMENT OF THIS AGREEMENT. OWNER SHALL NOTIFY THE TAX ASSESSOR-COLLECTOR AND THE CITY OF THE SALE OF THE REAL PROPERTY WITHIN NINETY (90) DAYS AFTER A SALE OF THE PROPERTY. FAILURE OF OWNER TO COMPLY WITH ANY OF THIS NOTIFICATION REQUIREMENT SHALL RESULT IN DEFAULT OF THIS AGREEMENT, SUBJECT TO THE NOTICE AND OPPORTUNITY TO CURE PROVISIONS OF SECTION 8(B). OWNER SHALL BE RESPONSIBLE FOR FILING ALL FORMS AS MAY BE REQUIRED BY THE DISTRICT TO DOCUMENT SUCH CHANGE OF OWNERSHIP.

(f) On or before April 30 of each year of this Agreement, Owner shall certify in writing, in a form prescribed by the City and the Tax Assessor Collector, respectively, to both the City and to the Tax Assessor-Collector whether Owner is in compliance with each term of this Agreement.

(g) Owner shall record a copy of the Agreement in the real property records of the county in which the improvements are located and shall submit a file-stamped copy to the City immediately after such filing.

8. **Event of Default:**

(a) Subject to the notice and opportunity to cure provisions in Section 8(b), City may declare a default of this Agreement if Owner:

- (1) fails to comply with any of its obligations under this Agreement;
- (2) allows City ad valorem taxes on the Real Property, on the Ineligible Property, or on the Abated Value of the Improvements to become delinquent; or
- (3) vacates the Real Property subject to the Agreement or ceases operations on the Real Property for a continuous period of ninety (90) days before the expiration of the term of the Abatement without the prior written consent of the City.

(b) City shall notify Owner of any default in writing specifying the default. The Owner shall have sixty (60) days from the date of the notice to cure any default, or if said default is not reasonably curable within such time, the Owner must commence within the aforementioned sixty (60)-day period and thereafter continue to diligently pursue the cure of said default. If the default is not thereafter cured in a reasonable time, City may terminate this Agreement by written notice.

(c) If this Agreement is terminated by City due to Owner's default, Owner agrees that Owner is liable for and will pay to City within thirty (30) days of the termination of this Agreement:

- (1) The amount of all ad valorem taxes abated under this Agreement to the date of termination;
- (2) Interest, which shall accrue beginning on the date that the Agreement is terminated, on the amount of all ad valorem taxes abated under this Agreement at the interest rate provided for in the Texas Tax Code for delinquent taxes; and

- (3) Penalties on the amount of all ad valorem taxes abated under this Agreement at the rate provided for in the Texas Tax Code for delinquent taxes.

(d) City shall have a lien against Owner, the Real Property, and the Improvements for the taxes, interest, and penalties owed because of the recapture of taxes under this Agreement during the time period beginning on the date such payment obligation accrues and continuing until the date paid.

9. Administration and Inspection

(a) This Agreement shall be administered on behalf of City by the City Manager or the City Manager's designee. Owner shall allow employees or other representatives of City, who have been designated by the City Manager for the specific purpose of ensuring compliance with this Agreement, to have access to and to inspect the Real Property and the Improvements, at City's sole cost, expense, and risk during the term of the Agreement. All inspections shall be made only after two (2) business days' prior notice and will be conducted in such a manner as not to unreasonably interfere with the construction and/or operation of the facility. A representative of Owner may accompany the inspector at Owner's sole discretion.

(b) Upon completion of the construction of the Improvements, the City shall annually evaluate the Real Property and the Improvements to ensure compliance with the terms and provisions of this Agreement and shall report defaults to Owner.

(c) The Chief Appraiser of the District shall annually determine (1) the Abated Value of the Improvements under the terms of this Agreement and (2) the Certified Appraised Value of the Improvements. The Chief Appraiser shall record both the Abated Value and the Certified Appraised Value in the appraisal records. The Certified Appraised Value figure for each applicable year listed in the appraisal records shall be used to compute the amount of abated taxes to be recaptured in the event that this Agreement is terminated in a manner that results in recapture of abated taxes.

(d) Owner shall furnish the Chief Appraiser annually such information required to be furnished to the Chief Appraiser under Chapter 22 of the TEXAS TAX CODE as may be necessary for the administration of the Abatement.

10. Assignment

(a) Owner shall obtain the City's prior written consent at least 30 days before this Agreement may be assigned, which consent by the City shall not be unreasonably withheld, conditioned or delayed. This Agreement may not be assigned and the refusal of the City shall be deemed reasonable if either the City has declared a default hereunder which has not been cured or the Owner or its assignee is delinquent in the payment of ad valorem taxes.

(b) Any and all assignments shall contain the same terms and conditions as set out in this Agreement and shall be granted for the remaining term of this Agreement.

11. Indemnity

It is understood and agreed between the parties that the Owner, in performing its obligations hereunder, is acting independently, and City assumes no responsibilities or liabilities in connection therewith to third parties. **OWNER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND THE DISTRICT FROM ANY AND ALL CLAIMS, SUITS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ARISING OUT OF OWNER'S BREACH OF ITS OBLIGATIONS HEREUNDER EXCEPT THAT THE INDEMNITY AND THE DUTY TO DEFEND SHALL NOT APPLY TO THAT PORTION OF LIABILITIES RESULTING FROM THE INTENTIONAL CONDUCT OR NEGLIGENCE OF CITY OR THE DISTRICT OR THEIR RESPECTIVE OFFICERS, AGENTS OR EMPLOYEES. OWNER'S INDEMNIFICATION OBLIGATIONS INCLUDE THE PAYMENT OF REASONABLE ATTORNEYS' FEES AND EXPENSES INCURRED IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, AND CAUSES OF ACTION WHICH ARE NOT DUE TO CITY'S, THE DISTRICT'S, OR**

THEIR REPRESENTATIVES' INTENTIONAL CONDUCT OR NEGLIGENCE. IN LIEU OF OWNER HIRING COUNSEL TO DEFEND THE CITY OR THE DISTRICT, NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED TO PROHIBIT THE CITY OR THE DISTRICT FROM ENGAGING REPRESENTATION OF ANY SUCH CLAIM, SUIT OR CAUSE OF ACTION.

12. Force Majeure

If by reason of force majeure, Owner is unable to perform any obligation of this Agreement, including the completion of the construction of the Improvements by the date specified in this Agreement, it shall give notice of the force majeure to City in writing within fifteen (15) calendar days after Owner first becomes aware of the occurrence relied upon and the effect on the performance of the Owner's obligations. By doing so, the obligation of Owner to the extent and for the period of time affected by the force majeure, shall be suspended. Owner shall endeavor to remove or overcome the inability with all reasonable effort. For purposes of this provision, "force majeure" shall mean acts of God, landslides, lightning, earthquakes, hurricanes, storms, floods, tornados, fires, rain, inclement or adverse weather, or other natural occurrences; labor disputes, strikes, lockouts, insurrections, riots, wars or other civil or industrial disturbances; material shortages; orders of any kind of the federal or state government or of any civil or military authority; condemnation; explosions, fires, breakage or accidents to machinery, lines, or equipment; or any other similar causes.

13. Agreement Approval

This Agreement is conditioned upon the approval of the City Council of the City of Missouri City by the affirmative vote of a majority of the members present at a duly scheduled meeting of the City Council and upon execution of this Agreement by a representative of the Owner fully authorized to engage in such transaction.

14. **Compliance with State and Local Regulations**

(a) This Agreement shall not be construed to alter or affect the obligations of Owner to comply with any city ordinance or federal or state law or regulation.

(b) This paragraph is required by Chapter 2264, Texas Government Code, and supersedes any conflicting provision of this Agreement. Owner is prohibited from knowingly employing undocumented workers as that term is defined in Section 2264.001, Texas Government Code. If Owner is convicted of a violation under 8 U.S.C. Section 1324a(f), the conviction shall be considered default of this Agreement from which no cure provisions shall apply. In such event, City shall provide written notice to Owner of the default and this Agreement shall automatically terminate on the 30th day after the date of the notice of default from City to Owner. In the event of termination under this paragraph, Owner shall be responsible for repaying to City the amount of all property taxes abated under this Agreement, plus interest and penalties on the abated amount at the rate provided for in the Texas Tax Code for delinquent taxes from the date of termination until repaid in full.

15. **Changes in Tax Laws**

The Abatement provided in this Agreement is subject to any changes in the state tax laws during the term of this Agreement.

16. **Miscellaneous**

(a) This Agreement shall be construed under and in accordance with the laws of the State of Texas, except conflict of laws principles and provisions, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

(b) In the event one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(c) The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

(d) Any amendments of this Agreement shall be of no effect unless in writing and signed by each party affected thereby.

(e) Any act required by this Agreement to be performed by Owner may be performed by the agent of Owner.

17. Notices

Any notice required or desired to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, or delivered by nationally recognized overnight courier, postage prepaid, in each case addressed to Owner, City, District or the Tax Assessor-Collector, as appropriate, at the mailing address as hereinafter set out. If mailed, any notice of communication shall be deemed to be received three (3) business days after the date of deposit in the United States Mail and one (1) business day after being deposited by nationally recognized overnight courier. Unless otherwise provided in this Agreement, all notices shall be delivered to Owner, City, District, or Tax Assessor-Collector at the following addresses:

To Tax Assessor-Collector: Fort Bend County Tax Assessor-Collector
1317 Eugene Heimann Circle
Richmond, Texas 77469

To Owner: Ridge Southwest CC Partners I, LLC
200 W Madison St., Ste 1200
Chicago, IL 60606

Attention: _____

Copy Owner:

_____, Drive
_____, TX
Attention: General Counsel

To City:

City of Missouri City
1522 Texas Parkway
Missouri City, Texas 77489
Attention: City Manager

Copy City:

City of Missouri City
1522 Texas Parkway
Missouri City, Texas 77489
Attention: Economic Development Director

To District:

Fort Bend Central Appraisal District
2801 B. F. Terry Blvd.
Rosenberg, Texas 77471
Attention: Chief Appraiser

Either party may designate a different address by giving the other party ten (10) days written notice thereof.

18. Entire Agreement

This Agreement contains the entire Agreement among the parties and supersedes all other negotiations and agreements, whether written or oral. This Agreement shall be binding on the parties hereto and their successors and assigns; and shall inure to their benefit as well.

(Execution Pages Follow)

19. Execution

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by City and Owner as of the dates below stated. Owner warrants and represents that the individual executing this agreement on behalf of Owner has full authority to execute this Agreement and bind Owner to the same.



ATTEST:

Maria Jackson
Maria Jackson, City Secretary

CITY OF MISSOURI CITY, TEXAS

By: Allen Owen
Allen Owen, Mayor

Date: 3.5.2018

OWNER: RIDGE SOUTHWEST CC
PARTNERS I, LLC

By: Ridge Southwest CC Partners
GP, LLC

By: [Signature]
Manage Director
Date: 2/26/18

STATE OF TEXAS

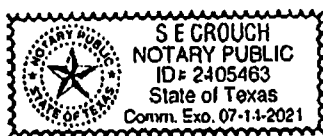
§

§

COUNTY OF HARRIS

§

This instrument was acknowledged before me on this 26th day of FEB., 2018,
 by B. JEFF KNOWLES, as AUTHORIZED SIGNER, of
RIDGE SOUTHWEST, a _____ of the State of Texas, on its behalf.
CC PARTNERS I, LLC



A handwritten signature of S E Crouch in cursive script, written over a horizontal line.

Notary Public, State of Texas

Attachment:Exhibit A—Real Property description

**EXHIBIT A
REAL PROPERTY DESCRIPTION**

A TRACT OR PARCEL CONTAINING 29.176 ACRES OR 1,270,904 SQUARE FEET OF LAND SITUATED IN THE B.B.B. & C. RR. CO. SURVEY, ABSTRACT NO. 116, CITY OF MISSOURI CITY, FORT BEND COUNTY, TEXAS, BEING OUT OF AND A PART OF A CALLED 64.8768 ACRE TRACT, CONVEYED TO GUS MULE, ET AL AS RECORDED UNDER VOLUME (VOL.) 2322 PAGE (PG.) 1748 FORT BEND COUNTY DEED RECORDS (F.B.C.D.R.), WITH SAID 29.176 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

BEGINNING AT A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET ON THE NORTHWEST LINE OF THE SAID CALLED 64.8768 ACRE TRACT, AND ON THE SOUTHWEST RIGHT-OF-WAY (R.O.W.) LINE OF SOUTH CRAVENS ROAD (BASED ON A VARIABLE WIDTH) AS RECORDED UNDER VOL. 191, PG. 556A F.B.C.D.R., SET MARKING THE MOST EASTERLY CORNER OF PINE MEADOW (BEFORE R.O.W. DEDICATION) MAP OR PLAT THEREOF RECORDED UNDER VOL. 21 PG. 23 F.B.C.P.R. AND THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A FOUND (BENT) 5/8 INCH IRON ROD BEARS, NORTH 49 DEG. 56 MIN. EAST, 0.46 FEET;

THENCE, SOUTH 47 DEG. 29 MIN. 39 SEC. EAST, ALONG SOUTHWEST R.O.W. LINE OF SAID SOUTH CRAVENS ROAD, A DISTANCE OF 764.51 FEET, TO THE MOST NORTHERLY CORNER OF A CALLED 26.2837 ACRE TRACT CONVEYED TO GIOK MOY TJIANG AS RECORDED UNDER FORT BEND COUNTY CLERK'S FILE NO. (F.B.C.C.F.) 2015034424 AND THE MOST EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A FOUND (BENT) 3/4 INCH IRON ROD BEARS, SOUTH 83 DEG. 15 MIN. WEST, 0.28 FEET, AND A 1/2 INCH IRON PIPE BEARS SOUTH 47 DEG. 29 MIN. 39 SEC. EAST, 1049.43 FEET;

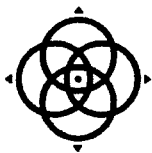
THENCE, SOUTH 42 DEG. 27 MIN. 53 SEC. WEST, DEPARTING THE SOUTHWEST R.O.W. LINE OF SAID SOUTH CRAVENS ROAD, ALONG THE NORTHWEST LINE OF SAID CALLED 26.2837 ACRE TRACT, DISTANCE OF 1662.51 FEET, TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET ON THE NORTHEAST R.O.W. LINE OF ECHO CREEK DRIVE (BASED ON A WIDTH OF 60 FEET) AS RECORDED UNDER VOL. 434, PG. 173 AND PG. 177 F.B.C.D.R. MARKING THE MOST WESTERLY CORNER OF SAID CALLED 26.2837 ACRE TRACT AND THE MOST SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 47 DEG. 28 MIN. 31 SEC. WEST, ALONG THE NORTHEAST R.O.W. LINE OF SAID ECHO CREEK DRIVE, A DISTANCE OF 764.51 FEET, TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE MOST SOUTHERLY CORNER OF A CALLED 2.122 ACRE TRACT OF LAND CONVEYED TO LOLA MAE DAVIS AS RECORDED UNDER F.B.C.C.F. NO. 2005073807 AND THE MOST WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 42 DEG. 27 MIN. 53 SEC. EAST, DEPARTING THE SOUTHWEST R.O.W. LINE OF SAID ECHO CREEK DRIVE AND ALONG THE NORTHWEST LINE OF THE HEREIN DESCRIBED TRACT, COMMON WITH THE SOUTHEAST LINE OF SAID CALLED 2.122 ACRE TRACT, PASSING AT A DISTANCE OF 446.19 FEET, A 1 INCH IRON PIPE FOUND MARKING THE MOST EASTERLY CORNER OF SAID CALLED 2.122 ACRE TRACT AND THE MOST SOUTHERLY CORNER OF LOT 14, BLOCK 1, OF AFORESAID PINE MEADOW SUBDIVISION, CONTINUING A TOTAL DISTANCE OF 1662.25 FEET TO THE PLACE OF BEGINNING AND CONTAINING 29.176 ACRES OR 1,270,904 SQUARE FEET OF LAND.

Exhibit B

Legal Description of Real Property



WINDROSE

LAND SURVEYING | PLATTING

DESCRIPTION OF 29.176 ACRES OR 1,270,904 SQ. FT.

A TRACT OR PARCEL CONTAINING 29.176 ACRES OR 1,270,904 SQUARE FEET OF LAND SITUATED IN THE B.B.B. & C. RR. CO. SURVEY, ABSTRACT NO. 116, CITY OF MISSOURI CITY, FORT BEND COUNTY, TEXAS, BEING OUT OF AND A PART OF A CALLED 64.8768 ACRE TRACT, CONVEYED TO GUS MULE, ET AL AS RECORDED UNDER VOLUME (VOL.) 2322 PAGE (PG.) 1748 FORT BEND COUNTY DEED RECORDS (F.B.C.D.R.), WITH SAID 29.176 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

BEGINNING AT A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET ON THE NORTHWEST LINE OF THE SAID CALLED 64.8768 ACRE TRACT, AND ON THE SOUTHWEST RIGHT-OF-WAY (R.O.W.) LINE OF SOUTH CRAVENS ROAD (BASED ON A VARIABLE WIDTH) AS RECORDED UNDER VOL. 191, PG. 556A F.B.C.D.R., SET MARKING THE MOST EASTERLY CORNER OF PINE MEADOW (BEFORE R.O.W. DEDICATION) MAP OR PLAT THEREOF RECORDED UNDER VOL. 21 PG. 23 F.B.C.P.R. AND THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A FOUND (BENT) 5/8 INCH IRON ROD BEARS, NORTH 49 DEG. 56 MIN. EAST, 0.46 FEET;

THENCE, SOUTH 47 DEG. 29 MIN. 39 SEC. EAST, ALONG SOUTHWEST R.O.W. LINE OF SAID SOUTH CRAVENS ROAD, A DISTANCE OF 764.51 FEET, TO THE MOST NORTHERLY CORNER OF A CALLED 26.2837 ACRE TRACT CONVEYED TO GIOK MOY TJIANG AS RECORDED UNDER FORT BEND COUNTY CLERK'S FILE NO. (F.B.C.C.F.) 2015034424 AND THE MOST EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A FOUND (BENT) 3/4 INCH IRON ROD BEARS, SOUTH 83 DEG. 15 MIN. WEST, 0.28 FEET, AND A 1/2 INCH IRON PIPE BEARS SOUTH 47 DEG. 29 MIN. 39 SEC. EAST, 1049.43 FEET;

THENCE, SOUTH 42 DEG. 27 MIN. 53 SEC. WEST, DEPARTING THE SOUTHWEST R.O.W. LINE OF SAID SOUTH CRAVENS ROAD, ALONG THE NORTHWEST LINE OF SAID CALLED 26.2837 ACRE TRACT, A DISTANCE OF 1662.51 FEET, TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET ON THE NORTHEAST R.O.W. LINE OF ECHO CREEK DRIVE (BASED ON A WIDTH OF 60 FEET) AS RECORDED UNDER VOL. 434, PG. 173 AND PG. 177 F.B.C.D.R. MARKING THE MOST WESTERLY CORNER OF SAID CALLED 26.2837 ACRE TRACT AND THE MOST SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 47 DEG. 28 MIN. 31 SEC. WEST, ALONG THE NORTHEAST R.O.W. LINE OF SAID ECHO CREEK DRIVE, A DISTANCE OF 764.51 FEET, TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE MOST SOUTHERLY CORNER OF A CALLED 2.122 ACRE TRACT OF LAND CONVEYED TO LOLA MAE DAVIS AS RECORDED UNDER F.B.C.C.F. NO. 2005073807 AND THE MOST WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

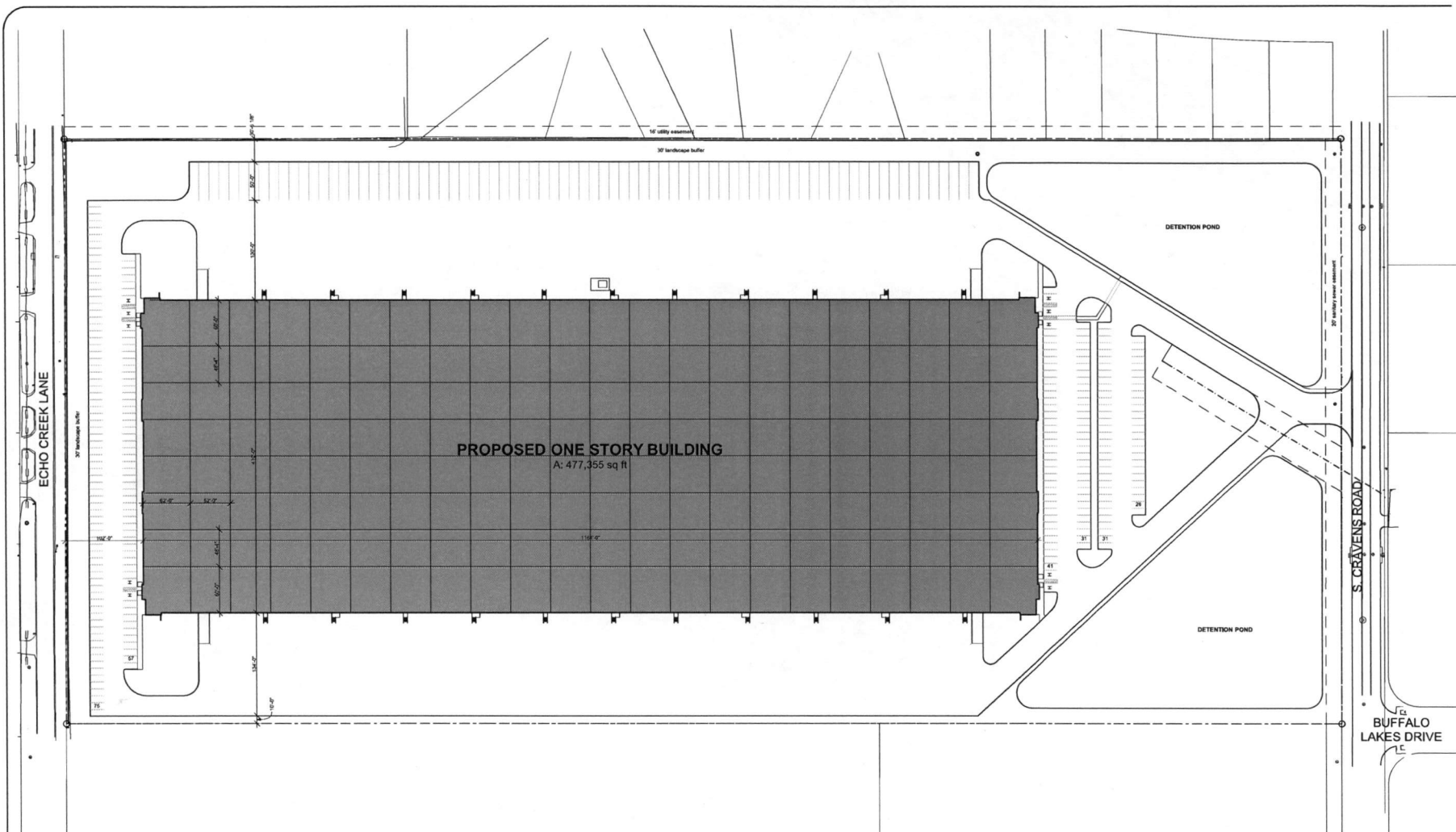
THENCE, NORTH 42 DEG. 27 MIN. 53 SEC. EAST, DEPARTING THE SOUTHWEST R.O.W. LINE OF SAID ECHO CREEK DRIVE AND ALONG THE NORTHWEST LINE OF THE HEREIN DESCRIBED TRACT, COMMON WITH THE SOUTHEAST LINE OF SAID CALLED 2.122 ACRE TRACT, PASSING AT A DISTANCE OF 446.19 FEET, A 1 INCH IRON PIPE FOUND MARKING THE MOST EASTERLY CORNER OF SAID CALLED 2.122 ACRE TRACT AND THE MOST SOUTHERLY CORNER OF LOT 14, BLOCK 1, OF AFORESAID PINE MEADOW SUBDIVISION, CONTINUING A TOTAL DISTANCE OF 1662.25 FEET TO THE **PLACE OF BEGINNING** AND CONTAINING 29.176 ACRES OR 1,270,904 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 53325, PREPARED BY WINDROSE LAND SERVICES.

KEVIN M. REIDY
R.P.L.S. NO. 6450
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800

07/19/17
DATE:

Exhibit C

Description of the Proposed Improvements



KEY NOTES (THIS SHEET ONLY)

1. THIS DASHED LINE INDICATES EXISTING ACCESSIBLE ROUTE FROM BUILDING ENTRANCES TO ACCESSIBLE PARKING AND PUBLIC RIGHT-OF-WAY.
2. THIS LINE REPRESENTS THE PROPERTY LINE.
3. FURNISH & INSTALL PIPE GUARDS AT THESE LOCATIONS. CONSTRUCT PER DETAIL 99A1.2.

GENERAL NOTES

1. ALL CONSTRUCTION INDICATED ON THIS SITE PLAN IS NEW.
2. REFERENCE THE CIVIL DOCUMENTS FOR DIMENSIONAL CONTROL.
3. IN ADDITION, REFERENCE THE CIVIL DOCUMENTS FOR ALL PAVEMENT, SIDEWALK AND OTHER SITE IMPROVEMENTS, DETAILS AND SPECIFICATIONS AS WELL AS TO ALL FINISH GRADES AND ELEVATIONS.

LEGEND

- DOOR TYPE (REF. SCHEDULE, SHT. A4.1)
- ELEVATION KEY
- DETAIL KEY
- SECTION KEY
- GLAZING TYPE (REF. SCHEDULE, SHT. A4.1)



SITE PLAN - ARCHITECTURAL

SCALE: 1" = 60'-0"

© 2018 MUNSON KENNEDY PARTNERSHIP

RICHARD E. MUNSON

NOT FOR REGULATORY
APPROVAL, PERMITTING,
OR CONSTRUCTION

7028 Old Katy Rd., Suite 257
Houston, Texas 77024

ARCHITECT



NEW OFFICE / WAREHOUSE SPECULATIVE SHELL PROJECT
SOUTHWEST COMMERCE CENTER
S. CRAVENS ROAD
MISSOURI CITY, TEXAS

PROJECT
17-030

DATE
01/08/18

REVISIONS

SHEET
A1.1

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Ridge Southwest CC Partners I, LLC
Houston, TX United States

Certificate Number:
2018-327828

Date Filed:
03/20/2018

Date Acknowledged:
04/03/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FBC Tax Abatement 032018a
Fort Bend County is granting a tax abatement

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|------------------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | Ridge Southwest CC Partners I, LLC | Houston, TX United States | X | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)