

**Notice of Board Work Session  
by Videoconference or Telephone Call  
Board of Trustees  
Thursday, May 1, 2025**

A Board Work Session of the Board of Trustees will be held on Thursday, May 1, 2025, beginning at 6:00 PM, Boardroom of the Mark Henry, Ed.D. Administration Building, 11440 Matzke Road, Cypress, Texas 77429.

Due to health and safety concerns related to the COVID-19 coronavirus, this meeting will be conducted by videoconference or telephone call. At least a quorum of the board will be participating by videoconference or telephone call in accordance with the provisions of Sections 551.125 or 551.127 of the Texas Government Code that have not been suspended by order of the governor.

Members of the public may access this meeting and or provide public comments as identified below:

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. For more information about public comment, see Policy BED. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

*Notice of this meeting was mailed or electronically transmitted to the news media, who previously requested such notice, and a copy was posted in the main/front office window of the Cypress-Fairbanks Independent School District Mark Henry, Ed.D. Administration Building on April 28, 2025, at 4:00 p.m.*

**AGENDA COMMENTS:** Per BED (Local), patrons may address the Board during any Board Meeting under Agenda Comments regarding items listed on the agenda for that meeting. Individuals must register in advance. Registration opens the day the agenda is posted to the district website, and the deadline for registering is 12:00 p.m. on the day of the meeting. To register, individuals must click on the "Register to Speak" link found under each agenda item listed for that meeting on the district website. This electronic speaker form must be completed in its entirety. Agenda Comments will generally be heard before each agenda item to be discussed or considered by the Board unless rearranged by the Board President. Any registered speaker who is absent from the meeting at the time for Agenda Comments forfeits the opportunity to address the Board at that meeting but may submit written comments to the Board.

**MEETING OPENING:** Call to Order, Invocation and Pledge of Allegiance, District's Vision, and Mission Statement.

**1. REMARKS AND ANNOUNCEMENTS**

A. The Superintendent will make remarks and announcements regarding the honors and achievements earned by staff and students in recent weeks and provide information regarding district and community events or items of interest.

**2. RECOGNITIONS**

A. The Board will recognize a CFISD business partner for their outstanding contribution to the

district.

- B. The Board will recognize the Grand and Reserve Champions named at the 2025 CFISD Livestock Show.
- C. The Board will recognize Mike and Darlene Jarrar of Jarrar & Company Inc. as the winners of the Volume Buyer Buckle for the 2025 CFISD Livestock Show.
- D. The Board will recognize participants in the Superintendent Student Leadership Committee.
- E. The Board will recognize participants in the inaugural Leadership CFISD Program.

### **3. BOARD COMMENTS**

- A. Board members may make comments during this portion of the agenda regarding student achievement, district progress and data, community input and concerns, observations from school visits, meetings and conferences attended, district and community events and initiatives, or continuing education. The Board may not take action on items discussed.

### **4. CITIZEN PARTICIPATION**

- A. Per BED (Local), patrons may address the Board during the Regular Board Meeting under Citizen Participation on any matters of interest or concerns that are not posted agenda items. Individuals may only register to speak one time per meeting and must register in advance. Registration opens the day the agenda is posted to the district website, and the deadline for registering is 12:00 p.m. on the day of the meeting. To register, individuals must click on the "Register to Speak" link found under the Citizen Participation heading in the agenda for that meeting on the district website. This electronic speaker form must be completed in its entirety. Any registered speaker who is absent from the meeting at the time for Citizen Participation forfeits the opportunity to address the Board at that meeting but may submit written comments to the Board.

### **CITIZEN PARTICIPATION WILL BE HEARD AT THE REGULAR BOARD MEETING ON MONDAY, MAY 1, 2025.**

### **5. REPORTS**

- A. The administration will provide an update on the general operating budget and the 89th Legislative Session.
- B. The administration will provide the Board of Trustees a written report of the School Health Advisory Council's (SHAC) annual activities.

### **6. CONSENT AGENDA**

- A. The Board will consider approving the minutes of the April 14, 2025, Regular Board Meeting.
- B. The Board will consider approving the budget amendments for the period of January 1, 2025 through March 31, 2025.
- C. The Board will consider approving the 2025-2026 TEKS Certification form.
- D. The Board will consider authorizing the superintendent to execute a Memorandum of Understanding with the Harris County Department of Education.
- E. The Board will consider granting a water meter easement to the Harris County Municipal Utility District No. 162.
- F. The Board will consider granting a water meter easement to the Harris County Municipal Utility District No. 102.
- G. The Board will consider granting a right of way and easement (Swenke) to the North Harris County Regional Water Authority (NHCRWA).
- H. The Board will consider granting a right of way and easement (Goodson) to the North Harris County Regional Water Authority (NHCRWA).
- I. The Board will consider granting a temporary construction easement (Emmott) to the North Harris

County Regional Water Authority (NHCRWA).

J. The Board will consider approving construction proposals and contracts paid from Bond Funds to the recommended contractors and authorize the Superintendent or designee to execute all necessary documents related to such contracts as follows:

1. 2025 Sprague MS Windstorm Roof Replacement

K. The Board will consider awarding bids and contracts and/or authorizing purchase orders as recommended in the posted agenda item.

1. Commercial Spiral Mixer for Nutrition Services

2. Dough Portioner for Nutrition Services

3. Group Basic Term Life & AD&D with Employee Assistance Plan (EAP) and Optional Term Life & AD&D

4. Refrigerated Truck for Nutrition Services

5. Special Education Bus Purchase

6. Transportation as a Service (TaaS)

**7. NON-CONSENT AGENDA**

A. The Board will consider nominations for the Region 4, Position F, large district member seat on the TASB Board of Directors.

B. The Board will consider approving on first reading the additions, revisions, or deletions to district policies:

1. FFG (Local) - Student Welfare: Child Abuse and Neglect (Revise)

C. The Board will consider approving and authorizing the superintendent or designee to enter into a professional service contract with Communities in Schools.

D. The Board will consider approving the First Amendment to Site Lease with Option with T-Mobile West Tower, LLC (Kirk). [This item may be discussed in closed session.]

E. The Board will consider approving the First Amendment to Site Lease with Option with T-Mobile West Tower, LLC. (Lowery). [This item may be discussed in closed session.]

F. The Board will consider making a determination that good cause did not exist as required by law for Madison Edgar Mathis, Yolanda Mitchell, Elizabeth Molina Nicholas, Randi Robertson, and Chris Ruiz to resign their respective employment contracts. [This item may be discussed in closed session.]

G. The Board will consider approving the superintendent's recommendation to give notice to Mary Thorne that his employment with the District under a term contract is proposed for nonrenewal and authorize the President of the Board to notify Ms. Thorne of the proposed action to terminate her employment pursuant 21.206 of the Texas Educator Code. [This item may be discussed in closed session.]

H. The Board will consider approving the superintendent's recommendation to give notice to Nathanael Bryan that his employment with the District under a term contract is proposed for nonrenewal and authorize the President of the Board to notify Mr. Bryan of the proposed action to terminate his employment pursuant 21.206 of the Texas Educator Code. [This item may be discussed in closed session.]

I. The Board will consider approving the superintendent's recommendation to give notice to Brenda Limbrick-Sanders that her employment with the District under a probationary contract is terminated at the end of the contract and authorize the President of the Board to notify Ms. Limbrick-Sanders of the action pursuant to 21.103 of the Texas Educator Code. [This item may be discussed in closed session.]

J. The Board will consider approving the superintendent's recommendation to give notice to

Chantell Swift that her employment with the District under a probationary contract is terminated at the end of the contract and authorize the President of the Board to notify Ms. Swift of the action pursuant to 21.103 of the Texas Educator Code. [This item may be discussed in closed session.]

K. The Board will consider approving the superintendent’s recommendation to give notice to Zuleika Zepeda that her employment with the District under a probationary contract is terminated at the end of the contract and authorize the President of the Board to notify Ms. Zepeda of the action pursuant to 21.103 of the Texas Educator Code. [This item may be discussed in closed session.]

L. The district will consider a Level IV appeal (Zakhary) of a Level III decision. (This item may be discussed in closed session.)

M. The district will consider a Level IV appeal (Swift) of a Level III decision. (This item may be discussed in closed session.)

**8. CLOSED SESSION**

**If, during the course of the meeting covered by this notice, the Board should determine that a closed session of the Board should be held or is required in relation to any item included in this notice, then such closed session as authorized by Section 551.001 of the Texas Government Code (the Open Meetings Act) will be held by the Board at that date, hour and place given in this notice or as soon after the commencement of the meeting covered by this notice as the Board may conveniently meet in such closed session concerning any and all subjects and for any and all purposes permitted by Sections 551.071 through 551.084, of the Open Meetings Act.**

A. There will be a Closed Session in accordance with Government Code Section 551.001 et. seq.

B. Section 551.071	C. For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law. For the purpose of consultation with the district’s attorney concerning matters on which the attorney’s duty to the district under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with the Texas Open Meetings laws.
D. Section 551.072	E. For the purpose of discussing the purchase, exchange, lease or value of real property.
F. Section 551.073	G. For the purpose of considering a negotiated contract for a prospective gift or donation.
H. Section 551.074	I. For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
J. Section 551.076	K. To consider the deployment, or specific occasions for implementation, of security personnel or devices.
L. Section 551.0821	M. For the purpose of deliberating a matter regarding a public-school student if personally identifiable information about the student will necessarily be revealed.
N. Section 551.082	O. For the purpose of considering discipline of a public-school child or children or to hear a complaint by an employee against another employee if the complaint or charge directly results in a need for a

	hearing.
P. Section 551.083	Q. For the purpose of considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representatives of employee groups in connection with consultation agreements provided for by section 13.901 of the Texas Education Code.
R. Section 551.084	S. For the purpose of excluding witness or witnesses from a hearing during examination of another witness.

**9. ADJOURNMENT**

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See TASB Policy BEC(LEGAL)]

On April 28, 2025, at 4:00 p.m., this notice was mailed or electronically transmitted to the news media, who previously requested such notice, and a copy was posted in the main/front office window of the Cypress-Fairbanks Independent School District Mark Henry, Ed.D. Administration Building.

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For the Board of Trustees



Division	Exhibitor Name	School
GC Ag Mechanics	Addison Breland, Jonas Maney, Brady Wunderlich	Cypress Woods
GC Breeding Rabbits	Riley Seasholtz	Jersey Village
GC Broilers	Luke O'Rear	Cypress Ranch
GC Goat	MacKenzie Walcik	Cypress Ranch
GC Goat Showmanship	Lyssa Vick	Cypress Ranch
GC Heifer	Hailey Poulson	Cypress Ranch
GC Heifer Showmanship	Augustine Erazo	Cy-Fair
GC Horticulture	Addison Breland	Cypress Woods
GC Lamb	Zayna Hasan	Bridgeland
GC Lamb Showmanship	Lyssa Vick	Cypress Ranch
GC Rabbit	Connor Fitzpatrick	Langham Creek
GC Steer	MacKenzie Walcik	Cypress Ranch
GC Steer Showmanship	Hailey Poulson	Cypress Ranch
GC Swine	Hailey Poulson	Cypress Ranch
GC Swine Showmanship	Hailey Poulson	Cypress Ranch
GC Turkey	Karson Krause	Bridgeland
RC Ag Mechanics	Seth De La Garza	Cypress Woods

RC Breeding Rabbits	Yara Sarmiento	Cypress Lakes
RC Broilers	Ainsley Ainsworth	Cy-Fair
RC Goat	Lyssa Vick	Cypress Ranch
RC Goat Showmanship	Kathryn Carley	Cypress Ranch
RC Heifer	Sarai Contreras	Cy-Fair
RC Heifer Showmanship	Hailey Poulson	Cypress Ranch
RC Horticulture	Hayden Wood	Bridgeland
RC Lamb	Ava Williams	Bridgeland
RC Lamb Showmanship	Ryleigh Dilleshaw	Cy-Fair
RC Rabbit	Allary Sanders	Cypress Ranch
RC Steer	Nolen Pitzer	Cypress Woods
RC Steer Showmanship	Riley Ruiz	Cy-Fair
Steer Weight Gain	Hannah Kendziora	Cypress Woods
RC Swine	Sarah Krueger	Cypress Falls
RC Swine Showmanship	Sarah Krueger	Cypress Falls
RC Turkey	Colton Porter	Cypress Woods

April 21, 2025

Dr. Doug Killian, Superintendent  
Board of Trustees, Cypress-Fairbanks ISD

In accordance with Title 2, Chapter 28, Section 28.004 of the Texas Education Code, the Cypress-Fairbanks ISD School Health Advisory Council (SHAC) assists the district in ensuring that local community values are reflected in health education instruction. Additionally, the SHAC plays an important role in helping parents and community stakeholders reinforce the knowledge and skills children need to be healthy for a lifetime. Five meetings were held during the 2024-2025 academic school year on September 12, 2024, November 14, 2024, December 3, 2024, January 16, 2025 and March 20, 2025.

The SHAC worked to address the goals and topics listed below.

SHAC goals:

- Address topics included in the coordinated school health model, including recess, human growth & development education, safe schools, mental health, and childhood nutrition.

SHAC topics of discussion:

- The committee reviewed information from the Curriculum and Instruction Department regarding the current requirement of Health I as a local graduation requirement. Following a thorough discussion, SHAC recommended to the Board of Trustees that the Health I course be removed as a local graduation requirement.
- The Nutrition Services Department presented results from campus wellness surveys, which provided valuable feedback regarding key performance indicators for the district's wellness policy goals. In response, a subcommittee was formed to develop SMART goals aligned with the survey findings.
- The Physical Activity and Fitness Planning Subcommittee explored additional recreational opportunities to increase student engagement in recreational activities outside of physical education classes and UIL activities.
- The Health Services, Guidance and Counseling, and Nutrition Services Departments provided comprehensive overviews of their work. Additionally, the Guidance and Counseling Department shared the "Hidden in Plain Sight" demonstration as part of the Fentanyl Awareness presentation.
- The Athletics Department shared updates on the CFISD athletics program, emphasizing the district's integrated coaching model, intentional student and coach development, and the positive impact of student participation in community service initiatives.

Sincerely,

*Melinda Hood, R.N., B.S.N.*

Director, CFISD Health Services

**CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES  
APRIL 2025  
REGULAR BOARD MEETING MINUTES**

The Cypress-Fairbanks Independent School District Board of Trustees convened in Regular Session on Monday, April 14, 2025, in the Boardroom of the Cypress-Fairbanks Independent School District Mark Henry, Ed.D. Administration Building, located at 11440 Matzke Road, Cypress, Texas 77429.

**MEETING OPENING**

Board President Scott Henry called the meeting to order at 6:00 p.m.

The following Trustees were present: Scott Henry, Dr. Natalie Blasingame, Justin Ray, Julie Hinaman, and Christine Kalmbach. Trustees Todd LeCompte and Lucas Scanlon were not present.

Mr. Henry recognized Grace Handley who was in attendance representing State Representative Dr. Tom Oliverson and Landon Reed from Commissioner Tom Ramsey's office.

Amy Silva, Lead Pastoral Team, Trinity Vineyard Church, delivered the invocation.

The following Jersey Village High School AFJROTC cadets performed the presentation of colors: Cadet Captain Caesar Moscoso carried the US Flag; Cadet First Lieutenant Ethan Montes carried the Texas Flag; on Right Guard was Cadet First Lieutenant Ashton Penigar; and on Left Guard was Second Lieutenant Max Kelly. These cadets presented the colors under the direction of Senior Master Sgt. Faye Hardy, USAF (Retired).

Trustee Dr. Natalie Blasingame read the District's Vision and Mission Statement.

**1. Remarks and Announcements**

**1.A.** Superintendent Dr. Douglas Killian presented the remarks and announcements regarding the honors and achievements earned by staff and students in recent weeks and provided information regarding district and community events or items of interest.

Dr. Killian announced that Commissioner Ramsey stepped into the meeting and asked the Commissioner to speak. Commissioner Ramsey gave updates on infrastructure projects in and around the Cypress-Fairbanks ISD area, especially those related to transportation and safety for CFISD students.

Dr. Killian turned the floor over to Christina Cole, Chief Officer for School Leadership, to introduce two new principals: Kimberly Harthorn, Francone Elementary School and Crystal Romanelli, Anthony Middle School.

**2. Recognitions**

**2.A.** The Board recognized CFISD business partner John Daspit of Daspit Law Firm for his and his family's outstanding contribution to the district.

**2.B.** The Board recognized representatives from the SPARK School Park Program for their partnership with the district.

**2.C.** The Board recognized the 2024 National Board-Certified Teachers.

**2.D.** The Board recognized AVP students who earned first place in state and national UIL competition.

Board President Henry called for a recess at 6:34 p.m.

Mr. Henry called the meeting back to order at 6:49 p.m. The Board proceeded with **Board Comments**.

**3. Board Comments**

**3.A.** Board members may make comments during this portion of the agenda regarding student achievement, district progress and data, community input and concerns, observations from school visits, meetings and conferences attended, district and community events and initiatives, or continuing education. The Board may not take action on items discussed.

**Trustee Christine Kalmbach** thanked Commissioner Briones for putting in sidewalks around eight CFISD schools and Commissioner Ramsey for making CFISD as walkable as possible with new school-zone flashing lights and

other safety projects. Ms. Kalmbach commented on the 9,700 bills in the current legislative session as well as CFISD's legislative priorities. Ms. Kalmbach announced that she would be updating her social media page with her recent district activities. She gave a report on the April 10<sup>th</sup> ASVP Committee meeting and shared information on a new community program, Communities in Schools, a non-profit program to help students overcome barriers to success. Ms. Kalmbach gave a shout-out to Dr. Goree regarding the new Impact Program supporting literacy and math efforts under the direction of her curriculum team.

**Trustee Julie Hinaman** shared that she provides weekly updates on her activities around the district on her Trustee social media. Ms. Hinaman commented on the district's budget priorities should the state provide public ed funding or not. She also shared some of her personal budget priorities, including specific pay increases, literacy, investment in facility capital maintenance, technology updates, cybersecurity and asset protection, and a bond program. Ms. Hinaman discussed good governance and Board committees. She concluded her comments by asking the community to please reach out to legislators to advocate for schools, teachers, students, and the community. "Your voices are needed and can make a difference."

**Trustee Dr. Natalie Blasingame** shared comments and gave kudos on her campus visits. Dr. Blasingame discussed the new literacy Impact Program, the On Tract for Graduation report for tracking students, current transportation issues and restoring certain routes. Dr. Blasingame thanked Commissioners Briones and Ramsey for the miles of new sidewalks for the safety of students. She commented on CFISD schools that made the Texas Honor Roll, shared information on bills in legislation and addressed the LOHE, testing season and support for teachers and students. Dr. Blasingame gave an Ad Hoc Teacher Retention Committee update, sharing how many new ideas have already been implemented, surveys have been completed, and feedback from teachers have been received and actions have been taken on some of the feedback. The next meeting will be April 21<sup>st</sup>.

**Trustee Justin Ray** joined Leslie Francis at the ELC1 in March for Read Across America and read *The Very Hungry Caterpillar*. Mr. Ray shared that he participated in the Superintendent's Fun Run, visited Farney Elementary School, and attended Salute to the Stars. He commented on the upcoming budget discussions and priorities and how "all eyes will be turned towards Austin." He shared that updates on bills moving through the legislature and the impact of those bills on school funding will be presented this evening. Mr. Ray assured the community that the Cy-Fair leadership, the Board, the superintendent and administration are all working very hard to advocate for Cy-Fair ISD and public schools. The Governance Committee will be meeting to review bill progress.

**Trustee Scott Henry** gave an update on the work the Board and administration are doing as a district to support student success by strengthening CFISD schools and planning for the future. Mr. Henry shared what an incredible district CFISD is and how it is built on community values with the relentless pursuit of excellence. He spoke of students first and what they are accomplishing in the classroom and beyond. Mr. Henry spoke of the investments in CFISD's facilities and upgrades in those facilities, campus security and communication systems for a safe and high-quality learning environment. He shared how important protocols and partnerships are with local law enforcement. Mr. Henry asked parents and the community to stay engaged with their students to help reinforce the importance of responsibility and situational awareness.

Mr. Henry turned the floor over to Board Secretary Justin Ray to proceed with **Citizen Participation**.

#### **4. Citizen Participation**

**4.A.** Per BED (Local), patrons may address the Board during the Regular Board Meeting under Citizen Participation on any matters of interest or concerns that are not posted agenda items. Individuals may only register to speak one time per meeting and must register in advance. Registration opens the day the agenda is posted to the district website, and the deadline for registering is 12:00 p.m. on the day of the meeting. To register, individuals must click on the "Register to Speak" link found under the Citizen Participation heading in the agenda for that meeting on the district website. This electronic speaker form must be completed in its entirety. Any registered speaker who is absent from the meeting at the time for Citizen Participation forfeits the opportunity to address the Board at that meeting but may submit written comments to the Board.

#### **Speakers:**

1. Kristina Schweighardt addressed the Board regarding CFISD's mentor program.
2. Sarah Ali addressed the Board regarding Styrofoam lunch trays and a pilot program to discontinue use of these trays and be replaced with reusable lunch trays.
3. Bryan Henry shared his concerns on censorship of instructional materials.
4. Lesley Guilmart shared information on the organization, Cypress Families for Public Schools.
5. Debbie McCart addressed the Board regarding district operations and procedures.
6. Mark Goloby shared his concerns regarding library books with explicit content.

7. Tammy Reed addressed the Board regarding teacher raises, health insurance and school supplies for students.
8. Robin Blackmon encouraged the Board to continue with their efforts and praised them on a job well done.
9. Tequila Mims (Ms. Mims will address the Board in Closed Session at the end of the meeting.)

Mr. Henry proceeded with Item 5.B. of the **Reports** portion of the agenda. Items 5.A. and 5.C. were presented at the Board Work Session on Thursday, April 10, 2025.

**5.B.** The administration will provide an update on the general operating budget and the 89th Legislative Session.

**Speakers:**

1. Nikki Cowart addressed the Board regarding the Texas Legislature and HB 2 and the potential impacts on CFISD for the next two years.

The Board continued with the **Consent Agenda Items**.

- 6.A.** The Board will consider approving the minutes of the March 3, 2025, Regular Board Meeting.
- 6.B.** The Board will consider authorizing the superintendent to execute a memorandum of understanding with the University of Houston - Main for student teacher residency program placement(s).
- 6.C.** The Board will consider authorizing the superintendent to execute a memorandum of understanding with the University of Houston - Victoria for student teacher residency program placement(s).
- 6.D.** The Board will consider authorizing the superintendent to execute a Memorandum of Understanding with Western Kentucky University for field instruction in speech pathology.
- 6.E.** The Board will consider approving an amendment to the Interlocal Agreement to extend the expiration date between the University of Texas at Austin, on behalf of the Cockrell School of Engineering's Engineer Your World (EYW) program, and Cypress-Fairbanks ISD.
- 6.F.** The Board will consider granting a sanitary sewer easement to Harris County Municipal Utility District No. 165.
- 6.G.** The Board will consider granting a storm sewer easement to Harris County Municipal Utility District No. 165.
- 6.H.** The Board will consider granting a water line easement to Harris County Municipal Utility District No. 165.
- 6.I.** The Board will consider granting a temporary construction easement to North Harris County Regional Water Authority.
- 6.J.** The Board will consider approving and authorizing the superintendent or designee to enter into the miscellaneous professional service contracts related to the following project:
  - 6.J.1. 2024 Cook, Labay & Truitt MS Renovation
- 6.K.** The Board will consider approving construction proposals and contracts paid from Bond Funds to the recommended contractors and authorize the Superintendent or designee to execute all necessary documents related to such contracts as follows:
  - 6.K.1. 2022 Arnold MS Renovation
  - 6.K.2. 2023 ALC East & ALC West Renovations
  - 6.K.3. 2024 Cook, Labay & Truitt MS Renovations
  - 6.K.4. 2024 Hamilton & Thornton MS Renovations
  - 6.K.5. 2024 Rowe & Watkins MS and Cy Park HS Renovations
  - 6.K.6. 2024 Smith & Spillane MS Renovations
- 6.L.** The Board will consider awarding bids and contracts and/or authorizing purchase orders as recommended in the posted agenda item.
  - 6.L.1. Alcohol Beverage Services (Berry Center)
  - 6.L.2. Athletic Equipment, Supplies, and Related Items
  - 6.L.3. Audio Visual Supplies

- 6.L.4. CFISD Colocation Services Quote
- 6.L.5. Print Supplementary Services

Mr. Henry asked if any Board member wished to remove one or more of these items for further discussion. Upon hearing no further discussion or comments, Mr. Henry asked for a motion to approve the consensus action items as recommended or amended.

Trustee Scott Henry made a motion to approve the consent agenda items as recommended.  
Trustee Justin Ray seconded.  
**Motion passed by a 5 to 0 vote.**

The Board proceeded with the **Non-Consent Agenda Items.**

- 7.A. The Board will consider the adoption of an order authorizing the issuance of the Cypress-Fairbanks Independent School District Unlimited Tax Refunding Bonds, which may be issued in one or more series, levying a tax providing for the security and payment thereof, providing for the award of the sale thereof in accordance with specified parameters; providing for the refunding and/or defeasance of certain outstanding bonds of the district; and enacting other provisions relating thereto.

Mr. Henry called for a motion.

Trustee Christine Kalmbach made a motion.  
Trustee Justin Ray seconded.  
**Motion passed by a 5 to 0 vote.**

- 7.B. The Board will consider approving the superintendent's contract recommendations to issue probationary, term, and annual contracts for the 2025-2026 school year for teachers, administrators, and professionals.

Mr. Henry called for a motion.

Trustee Justin Ray made a motion to approve the superintendent's contract recommendations for the 2025-2026 school year.  
Trustee Scott Henry seconded.  
**Motion passed by a 5 to 0 vote.**

- 7.C. The Board will consider approving a resolution to suspend portions of FMH (LOCAL) for the 2024-2025 and 2025-2026 school years.

Mr. Henry called for a motion.

Trustee Dr. Natalie Blasingame made a motion to approve a resolution to suspend portions of FMH (LOCAL) for the 2024-2025 and 2025-2026 school years.  
Trustee Justin Ray seconded.  
**Motion passed by a 5 to 0 vote.**

- 7.D. The Board will consider approving the District instructional material recommendations for the AP Environmental Science course.

**Speakers:**

1. Alicia Royer addressed the Board on supporting the adoption, without edits, of the Environmental Science textbook for AP and dual credit courses.
2. Tammy Baggett shared her concerns for the future of AP and dual credit courses in CFISD.
3. Kristina Schweighardt shared her concerns for transparency regarding the Science courses for AP and dual credit courses.

Mr. Henry called for a motion.

Trustee Julie Hinaman made a motion that the Board approve Bedford, Freeman and Worth Environmental Science for the AP course as the instructional material recommendation for the AP Environmental Course.  
Trustee Justin Ray seconded.

**Motion passed by a 5 to 0 vote.**

**7.E.** The Board will consider making a determination that good cause did not exist as required by law for Colleen Keiser, Leah Cabbie, Jennifer Regan, Ebony Nunn, Roxanne Martinez, and Nicole Zunker to resign their respective employment contracts. [This item may be discussed in closed session.]

Mr. Henry called for a motion.

Trustee Justin Ray made a motion that the Board of Trustees render a finding under Texas Administrative Code chapter 249.17(d) that good cause did not exist as required by Texas Education Code sections 21.105(c), 21.160(c), or 21.210(c) of the individuals listed to resign their respective employment contracts and notify these employees in accordance with the law that the District is submitting a complaint to the State Board of Educator Certification for contract abandonment.

Trustee Scott Henry seconded.

**Motion passed by a 5 to 0 vote.**

**7.F.** This item was removed from the agenda.

The **Discussion** portion of the agenda was presented in closed session on Thursday, April 10, 2025.

**8. Closed Session**

Board President Henry called for a motion to move into closed session to hear speaker Tequila Mims.

Trustee Justin Ray made a motion.  
Trustee Christine Kalmbach seconded.

**Motion passed by a 5 to 0 vote.**

Mr. Henry adjourned the April 14, 2025, Regular Board Meeting at 8:50 p.m. (Closed session began at 8:58 p.m.)

**9. Adjournment**

Board President Henry adjourned the Regular Board Meeting in closed session at 9:00 p.m.

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Scott Henry  
President, Board of Trustees

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Justin Ray  
Secretary, Board of Trustees

Approved: May 5, 2025



INDEPENDENT SCHOOL DISTRICT

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# **BOARD BUDGET REVIEW**

***FISCAL YEAR 2024-2025  
QUARTER 3***

**11440 Matzke Road  
Cypress, Texas 77429**

**CYPRESS–FAIRBANKS INDEPENDENT SCHOOL DISTRICT  
BUDGET AMENDMENTS  
FOR THE THREE MONTHS ENDED 3/31/25**

	<u>GENERAL</u>	<u>FOOD SERVICE</u>	<u>SPECIAL REVENUE FUNDS</u>	<u>DEBT SERVICE</u>	<u>BOND FUNDS</u>	<u>ENTERPRISE FUND</u>
<b>Recommended Amendments to Estimated Revenues</b>						
<b>Increase (Decrease):</b>						
Federal Estimated Revenue – General Fund	\$ 249,828					
State/Federal Estimated Revenue – Food Service		2,500,000				
Federal Estimated Revenue – Grant Funds			9,411,737			
Other Resources – Debt Service				360,098,800		
Capital Projects					7,739,744	
Enterprise Fund						400,000
<b>TOTAL REVENUE AMENDMENTS</b>	<b>\$ 249,828</b>	<b>\$ 2,500,000</b>	<b>\$ 9,411,737</b>	<b>\$ 360,098,800</b>	<b>\$ 7,739,744</b>	<b>\$ 400,000</b>
<b>Recommended Amendments to Appropriations</b>						
<b>Increase (Decrease):</b>						
Allocate funds for insurance reimbursements	\$ 3,798					
Allocate funds for Metcalf playground offset by easement proceeds and rebates	70,000					
Roll forward E-Rate funding from prior year	84,555					
Allocate funds for firewall purchase offset by E-Rate revenue	3,000,000					
Food Service		13,500,000				
Grant/Special Revenue Funds – Appropriations			9,566,737			
Debt Service				349,704,992		
Capital Outlay					7,712,783	
Enterprise Funds						(400,000)
Function Transfers – Campuses and Departments:						
Function 11, Instruction	(951,668)					
Function 13, Curriculum & Instructional Staff Development	(9,272)					
Function 21, Instructional Leadership	(11,199)					
Function 23, School Leadership	(2,548)					
Function 31, Guidance, Counseling, & Evaluation Services	11,489					
Function 32, Social Work Services	(600)					
Function 33, Health Services	36,494					
Function 36, Cocurricular/Extracurricular Activities	141,164					
Function 41, General Administration	61,921					
Function 51, Plant Maintenance & Operations	225,728					
Function 52, Security & Monitoring Services	518,824					
Function 53, Data Processing Services	5,000					
Function 61, Community Services	(33,933)					
Function 95, Payments to Juvenile Justice Alternative Pgms	8,600					
<b>TOTAL EXPENDITURE AMENDMENTS</b>	<b>\$ 3,158,353</b>	<b>\$ 13,500,000</b>	<b>\$ 9,566,737</b>	<b>\$ 349,704,992</b>	<b>\$ 7,712,783</b>	<b>\$ (400,000)</b>
<b>NET EFFECT ON FUND BALANCE</b>	<b>\$ (2,908,525)</b>	<b>\$ (11,000,000)</b>	<b>\$ (155,000)</b>	<b>\$ 10,393,808</b>	<b>\$ 26,961</b>	<b>\$ 800,000</b>
<b>FUND BALANCE RECAP:</b>						
Audited Fund Balance at June 30, 2024	\$560,683,990	\$ 53,177,736	\$ 12,620,687	\$157,594,005	\$466,707,571	\$ 993,330
Adopted 2024–25 Budget – revenues over (under) expenditures	(77,474,389)					1,014,246
Budget Amendments Approved in 1st Quarter	(12,113,894)			636,303	(465,990,164)	
Budget Amendments Approved in 2nd Quarter	45,810,017				29,589	
Recommended Amendments this Budget Review	(2,908,525)	(11,000,000)	(155,000)	10,393,808	26,961	800,000
Revised Projected Fund Balance at June 30, 2025	<b>\$513,997,199</b>	<b>\$ 42,177,736</b>	<b>\$ 12,465,687</b>	<b>\$168,624,116</b>	<b>\$ 773,957</b>	<b>\$ 2,807,576</b>
<b>PROJECTED FUND EQUITY COMPONENTS:</b>						
Non-Spendable	\$ 4,675,693					
Restricted		42,177,736	1,025,296	168,624,116	773,957	
Committed	6,861,658		11,440,391			
Assigned	112,702,705					
Unassigned Fund Balance	389,757,143					2,807,576
Revised Projected Fund Balance at June 30, 2025	<b>\$513,997,199</b>	<b>\$ 42,177,736</b>	<b>\$ 12,465,687</b>	<b>\$168,624,116</b>	<b>\$ 773,957</b>	<b>\$ 2,807,576</b>

**CYPRESS–FAIRBANKS INDEPENDENT SCHOOL DISTRICT  
EXPLANATIONS OF BUDGET AMENDMENTS  
FOR THE THREE MONTHS ENDED 3/31/25**

**Recommended Amendments to Estimated Revenues:**

**General Fund**

- Federal Revenue – Record indirect cost on various grant awards

**Food Service**

- Local Revenue – Adjust interest income due to higher than anticipated interest rates
- Federal Revenue – Adjust revenue for higher reimbursement rates

**Special Revenue Funds**

- Local/State/Federal Estimated Revenue – Increase/(decrease) due to change in allocations  
(See breakdown by fund below)

**Debt Service**

- Local Revenue – Adjust for higher than anticipated tax receipts
- Local Revenue – Adjust budget for interest income
- Other Resources – Adjust for the refunding of bonds

**Bond Funds**

- Local Revenue – Adjust budget for interest income

**Enterprise Fund**

- Local Revenue – Adjust program revenue due to higher than anticipated student enrollment
- Local Revenue – Record budget for interest income

**Recommended Amendments to Appropriations:**

**General Fund**

- Plant Maintenance and Operations – Allocate funds for repairs offset by insurance reimbursements
- Plant Maintenance and Operations – Allocate funds for Metcalf Elementary playground equipment offset by easement proceeds and rebates
- Data Processing – Allocate funds for firewall purchase offset by E-Rate revenue
- Data Processing – Roll forward E-Rate funding from prior year for current year projects
- Function Transfers:
  1. Reallocate funds for Police Department tasers, 5G routers and vehicles
  2. Reallocate funds for warehouse forklift
  3. Reallocate funds for cheer uniforms, fine arts equipment and health services AED supplies
  4. Reallocate funds for Baselice survey
  5. Reallocate funds for additional seat in the JJAEP program

**Food Service**

- Payroll – Increase appropriations to cover additional staffing needs due to growth in breakfast participation
- Supplies and Materials – Increase appropriations for food purchases due to inflation and increased participation
- Capital Outlay – Replace aging equipment and vehicles

**Special Revenue Funds**

- Increase/(decrease) in estimated revenues and appropriations required to facilitate grant awards are as follows:
 

1.	Fund 206 – Education for the Homeless Children & Youth	\$ 56,549
2.	Fund 224 – IDEA – Part B, Formula	9,160,223
3.	Fund 225 – IDEA – Part B, Preschool	160,385
4.	Fund 315 – IDEA B, Discretionary Deaf SSA	14,580
5.	Fund 385 – State Supplemental Visually Impaired	20,000
	Total Grant/Special Revenue Funds Revenues	9,411,737
	• Instructional Materials Allotment – Record IMA Appropriations	155,000
	Total Grant/Special Revenue Funds Appropriations	\$ 9,566,737

Debt Service

- Principal Expense – Decrease budget to reflect actual principal expense on bonds
- Interest Expense – Increase budget to reflect actual interest expense on bonds
- Debt Service Fees– Decrease budget to reflect actual debt service fees
- Other Uses – Adjust for the refunding of bonds

Bond Funds

- Establish budget for construction, renovations and equipment purchases

Enterprise Fund

- Community Service – Adjust for staffing shortages

**CYPRESS–FAIRBANKS INDEPENDENT SCHOOL DISTRICT**  
**BUDGET AMENDMENTS**  
**REVENUES/OTHER RESOURCES/OTHER USES BY MAJOR OBJECT & EXPENDITURES BY FUNCTION**  
**FOR THE THREE MONTHS ENDED 3/31/25**

	GENERAL	FOOD SERVICE	SPECIAL REVENUE FUNDS	DEBT SERVICE	BOND FUNDS	ENTERPRISE FUND
<b><u>Recommended Amendments to Estimated Revenues/</u></b>						
<b><u>Other Resources – Increase (Decrease):</u></b>						
<b>BY MAJOR OBJECT:</b>	<b>Major Object No.</b>					
Local and Intermediate Sources	5700	\$ 500,000		\$ 11,105,860	\$ 7,739,744	\$ 400,000
State Program Revenues	5800		20,000			
Federal Program Revenues	5900	249,828	2,000,000	9,391,737		
Other Resources	7000			348,992,940		
<b>TOTAL REVENUE AMENDMENTS – By Major Object</b>	<b>\$ 249,828</b>	<b>\$ 2,500,000</b>	<b>\$ 9,411,737</b>	<b>\$ 360,098,800</b>	<b>\$ 7,739,744</b>	<b>\$ 400,000</b>
<b><u>Recommended Amendments to Appropriations/</u></b>						
<b><u>Other Uses – Increase (Decrease):</u></b>						
<b>BY FUNCTION:</b>	<b>Function No.</b>					
Instruction	11	\$ (951,668)	\$ 345,057	\$ 8,145		
Curriculum & Instructional Staff Development	13	(9,272)	3,257,414			
Instructional Leadership	21	(11,199)	2,489,801			
School Leadership	23	(2,548)	371,367			
Guidance, Counseling, & Evaluation Services	31	11,489	2,521,549			
Social Work Services	32	(600)	56,549			
Health Services	33	36,494	525,000			
Student Transportation	34				(141,176)	
Food Services	35		13,500,000			
Cocurricular/Extracurricular Activities	36	141,164				
General Administration	41	61,921				
Plant Maintenance & Operations	51	229,526				
Security & Monitoring Services	52	518,824			(329,163)	
Data Processing Services	53	3,089,555			(8,145)	
Community Services	61	(33,933)				(400,000)
Debt Service	71			2,747,414		
Facilities Repair and Maintenance	81	70,000			8,183,122	
Payments to JJAEP	95	8,600				
Other Uses	00			346,957,578		
<b>TOTAL EXPENDITURE AMENDMENTS– By Function</b>	<b>\$ 3,158,353</b>	<b>\$ 13,500,000</b>	<b>\$ 9,566,737</b>	<b>\$ 349,704,992</b>	<b>\$ 7,712,783</b>	<b>\$ (400,000)</b>
<b>NET EFFECT ON FUND BALANCE</b>	<b>\$ (2,908,525)</b>	<b>\$ (11,000,000)</b>	<b>\$ (155,000)</b>	<b>\$ 10,393,808</b>	<b>\$ 26,961</b>	<b>\$ 800,000</b>

GENERAL FUND (199)

Data Control Codes	Original Adopted Budget	Amendments/Transfers					Final Budget	
		QTR 1	QTR 2	QTR 3	QTR 4	TOTAL		
<b>LOCAL AND INTERMEDIATE REVENUES:</b>								
5710	Real and Personal Property Taxes	462,402,404		21,939,876			21,939,876	484,342,280
5720	Services Rendered To Other School Districts						-	-
5730	Tuition and Fees	6,126,651						6,126,651
5740	Other Revenues from Local Sources	26,452,349		3,930,193			3,930,193	30,382,542
5750	Revenues from Co-Curricular Services	2,921,000						2,921,000
5760	Other Local Sources							-
5770	Revenues from Intermediate Sources							-
5700	Total Local and Intermediate Revenues	497,902,404	-	25,870,069	-	-	25,870,069	523,772,473
<b>STATE PROGRAM REVENUES:</b>								
5810	Per Capita/Foundation Revenues	501,747,194		23,616,930			23,616,930	525,364,124
5820	State Program Revenues from TEA			41,419			41,419	41,419
5830	State Program Revenues from Others	70,154,158						70,154,158
5840	Shared Services Arrangements							-
5800	Total State Program Revenues	571,901,352	-	23,658,349	-	-	23,658,349	595,559,701
<b>FEDERAL PROGRAM REVENUES:</b>								
5920	Federal Revenues Distributed by TEA		674,682	1,233,329	249,828		2,157,839	2,157,839
5930	Federal Revenues Distributed by Others	16,000,000		(4,410,262)			(4,410,262)	11,589,738
5940	Federal Revenues Distributed Direct by Federal	500,000						500,000
5950	Shared Services Arrangements							-
5900	Total Federal Program Revenues	16,500,000	674,682	(3,176,933)	249,828	-	(2,252,423)	14,247,577
5000	Total Revenues	1,086,303,756	674,682	46,351,485	249,828	-	47,275,995	1,133,579,751
<b>OTHER RESOURCES:</b>								
7911	Sale of Bonds						-	-
7912	Sale of Real and Personal Property	500,000						500,000
7913	Proceeds from Capital Leases							-
7915	Operating Transfers In							-
7916	Premium Issuance of Bonds							-
7949	Other Resources							-
7000	Total Other Resources	500,000	-	-	-	-	-	500,000
<b>TOTAL REVENUES AND OTHER RESOURCES</b>		<b>1,086,803,756</b>	<b>674,682</b>	<b>46,351,485</b>	<b>249,828</b>	<b>-</b>	<b>47,275,995</b>	<b>1,134,079,751</b>
<b>EXPENDITURES:</b>								
11	Instruction	764,214,912	6,331,778	(1,048,663)	(951,668)		4,331,447	768,546,359
12	Instructional Resources and Media Services	5,338,804		1,211			1,211	5,340,015
13	Curriculum Development and Instructional Staff	11,264,959	80,465	43	(9,272)		71,236	11,336,195
21	Instructional Leadership	9,059,411	20,056	(27,358)	(11,199)		(18,501)	9,040,910
23	School Leadership	64,262,743	1,435	(2,390)	(2,548)		(3,503)	64,259,240
31	Guidance, Counseling and Evaluation Services	48,445,444	(15,040)	30,400	11,489		26,849	48,472,293
32	Social Work Services	742,012			(600)		(600)	741,412
33	Health Services	13,557,683	36,199	1,449	36,494		74,142	13,631,825
34	Student (Pupil) Transportation	48,221,482	3,500,000				3,500,000	51,721,482
35	Food Services							-
36	Cocurricular/Extracurricular Activities	24,255,093	84,704	(4,548)	141,164		221,320	24,476,413
41	General Administration	19,053,493	275,943	638,410	61,921		976,274	20,029,767
51	Plant Maintenance and Operations	92,695,713	1,370,251	203,064	229,526		1,802,841	94,498,554
52	Security and Monitoring Services	14,376,621		210,119	518,824		728,943	15,105,564
53	Data Processing Services	25,472,139	571,324	60,336	3,089,555		3,721,215	29,193,354
61	Community Services	11,051,055	276,029		(33,933)		242,096	11,293,151
71	Debt Service	2,627,821		214,395			214,395	2,842,216
81	Facilities Acquisition and Construction	487,500	255,432		70,000		325,432	812,932
93	Payments to Fiscal Agent	1,833,260						1,833,260
95	Payments to Juvenile Justice Alternative Pgms	55,000			8,600		8,600	63,600
99	Intergovernmental	7,263,000		265,000			265,000	7,528,000
00	Other Uses							-
6000	Total Expenditures	1,164,278,145	12,788,576	541,468	3,158,353	-	16,488,397	1,180,766,542
<b>OTHER USES:</b>								
8911	Transfers Out						-	-
8949	Other Uses						-	-
8000	Total Other Uses							
<b>TOTAL EXPENDITURES AND OTHER USES</b>		<b>1,164,278,145</b>	<b>12,788,576</b>	<b>541,468</b>	<b>3,158,353</b>	<b>-</b>	<b>16,488,397</b>	<b>1,180,766,542</b>
<b>NET EFFECT ON FUND BALANCE</b>		<b>(77,474,389)</b>	<b>(12,113,894)</b>	<b>45,810,017</b>	<b>(2,908,525)</b>	<b>-</b>	<b>30,787,598</b>	<b>(46,686,791)</b>

INSTRUCTIONAL MATERIALS ALLOTMENT

Data Control Codes	Original Adopted Budget	Amendments/Transfers					Final Budget
		QTR 1	QTR 2	QTR 3	QTR 4	TOTAL	
<b>LOCAL AND INTERMEDIATE REVENUES:</b>							
5710	Real and Personal Property Taxes						-
5720	Services Rendered To Other School Districts						-
5730	Tuition and Fees						-
5740	Other Revenues from Local Sources						-
5750	Revenues from Co-Curricular Services						-
5760	Other Local Sources						-
5770	Revenues from Intermediate Sources						-
5700	Total Local and Intermediate Revenues	-	-	-	-	-	-
<b>STATE PROGRAM REVENUES:</b>							
5810	Per Capita/Foundation Revenues						-
5820	State Program Revenues from TEA	12,950,000				12,950,000	12,950,000
5830	State Program Revenues from Others						-
5840	Shared Services Arrangements						-
5800	Total State Program Revenues	-	12,950,000	-	-	-	12,950,000
<b>FEDERAL PROGRAM REVENUES:</b>							
5920	Federal Revenues Distributed by TEA						-
5930	Federal Revenues Distributed by Others						-
5940	Federal Revenues Distributed Direct by Federal						-
5950	Shared Services Arrangements						-
5900	Total Federal Program Revenues	-	-	-	-	-	-
5000	Total Revenues	-	12,950,000	-	-	-	12,950,000
<b>OTHER RESOURCES:</b>							
7911	Sale of Bonds						-
7912	Sale of Real and Personal Property						-
7913	Proceeds from Capital Leases						-
7915	Operating Transfers In						-
7916	Premium Issuance of Bonds						-
7949	Other Resources						-
7000	Total Other Resources	-	-	-	-	-	-
<b>TOTAL REVENUES AND OTHER RESOURCES</b>		-	12,950,000	-	-	-	12,950,000
<b>EXPENDITURES:</b>							
11	Instruction	12,950,000		155,000		13,105,000	13,105,000
12	Instructional Resources and Media Services						-
13	Curriculum Development and Instructional Staff						-
21	Instructional Leadership						-
23	School Leadership						-
31	Guidance, Counseling and Evaluation Services						-
32	Social Work Services						-
33	Health Services						-
34	Student (Pupil) Transportation						-
35	Food Services						-
36	Cocurricular/Extracurricular Activities						-
41	General Administration						-
51	Plant Maintenance and Operations						-
52	Security and Monitoring Services						-
53	Data Processing Services						-
61	Community Services						-
71	Debt Service						-
81	Facilities Acquisition and Construction						-
93	Payments to Fiscal Agent						-
95	Payments to Juvenile Justice Alternative Pgms						-
99	Intergovernmental						-
00	Other Uses						-
6000	Total Expenditures	-	12,950,000	-	155,000	-	13,105,000
<b>OTHER USES:</b>							
8911	Transfers Out						-
8949	Other Uses						-
8000	Total Other Uses	-	-	-	-	-	-
<b>TOTAL EXPENDITURES AND OTHER USES</b>		-	12,950,000	-	155,000	-	13,105,000
<b>NET EFFECT ON FUND BALANCE</b>		-	-	-	(155,000)	-	(155,000)

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT  
 BUDGET AS AMENDED  
 FISCAL YEAR ENDED JUNE 30, 2025

FOOD SERVICE FUND (240)

Data Control Codes	Original Adopted Budget	Amendments/Transfers				TOTAL	Final Budget
		QTR 1	QTR 2	QTR 3	QTR 4		
LOCAL AND INTERMEDIATE REVENUES:							
5710	Real and Personal Property Taxes					-	-
5720	Services Rendered To Other School Districts					-	-
5730	Tuition and Fees					-	-
5740	Other Revenues from Local Sources	869,600		500,000		500,000	1,369,600
5750	Revenues from Co-Curricular Services	13,549,366				-	13,549,366
5760	Other Local Sources					-	-
5770	Revenues from Intermediate Sources					-	-
5700	Total Local and Intermediate Revenues	14,418,966	-	-	500,000	-	500,000
STATE PROGRAM REVENUES:							
5810	Per Capita/Foundation Revenues					-	-
5820	State Program Revenues from TEA	332,696				-	332,696
5830	State Program Revenues from Others					-	-
5840	Shared Services Arrangements					-	-
5800	Total State Program Revenues	332,696	-	-	-	-	332,696
FEDERAL PROGRAM REVENUES:							
5920	Federal Revenues Distributed by TEA	58,022,612		2,000,000		2,000,000	60,022,612
5930	Federal Revenues Distributed by Others	890,400				-	890,400
5940	Federal Revenues Distributed Direct by Federal					-	-
5950	Shared Services Arrangements					-	-
5900	Total Federal Program Revenues	58,913,012	-	-	2,000,000	-	2,000,000
5000	Total Revenues	73,664,674	-	-	2,500,000	-	2,500,000
OTHER RESOURCES:							
7911	Sale of Bonds					-	-
7912	Sale of Real and Personal Property					-	-
7913	Proceeds from Capital Leases					-	-
7915	Operating Transfers In					-	-
7916	Premium Issuance of Bonds					-	-
7949	Other Resources					-	-
7000	Total Other Resources	-	-	-	-	-	-
TOTAL REVENUES AND OTHER RESOURCES		73,664,674	-	-	2,500,000	-	2,500,000
EXPENDITURES:							
11	Instruction					-	-
12	Instructional Resources and Media Services					-	-
13	Curriculum Development and Instructional Staff					-	-
21	Instructional Leadership					-	-
23	School Leadership					-	-
31	Guidance, Counseling and Evaluation Services					-	-
32	Social Work Services					-	-
33	Health Services					-	-
34	Student (Pupil) Transportation					-	-
35	Food Services	72,354,589		13,500,000		13,500,000	85,854,589
36	Cocurricular/Extracurricular Activities					-	-
41	General Administration					-	-
51	Plant Maintenance and Operations	1,310,085				-	1,310,085
52	Security and Monitoring Services					-	-
53	Data Processing Services					-	-
61	Community Services					-	-
71	Debt Service					-	-
81	Facilities Acquisition and Construction					-	-
93	Payments to Fiscal Agent					-	-
95	Payments to Juvenile Justice Alternative Pgms					-	-
99	Intergovernmental					-	-
00	Other Uses					-	-
6000	Total Expenditures	73,664,674	-	-	13,500,000	-	13,500,000
OTHER USES:							
8911	Transfers Out					-	-
8949	Other Uses					-	-
8000	Total Other Uses	-	-	-	-	-	-
TOTAL EXPENDITURES AND OTHER USES		73,664,674	-	-	13,500,000	-	13,500,000
NET EFFECT ON FUND BALANCE		-	-	-	(11,000,000)	-	(11,000,000)

SPECIAL REVENUE FUND

Data Control Codes	Original Adopted Budget	Amendments/Transfers					Final Budget
		QTR 1	QTR 2	QTR 3	QTR 4	TOTAL	
<b>LOCAL AND INTERMEDIATE REVENUES:</b>							
5710	Real and Personal Property Taxes					-	-
5720	Services Rendered To Other School Districts		2,877,018			2,877,018	2,877,018
5730	Tuition and Fees					-	-
5740	Other Revenues from Local Sources	96,734				96,734	96,734
5750	Revenues from Co-Curricular Services					-	-
5760	Other Local Sources		58,000			58,000	58,000
5770	Revenues from Intermediate Sources					-	-
5700	Total Local and Intermediate Revenues	-	96,734	2,935,018	-	-	3,031,752
<b>STATE PROGRAM REVENUES:</b>							
5810	Per Capita/Foundation Revenues		1,431,549	20,000		1,451,549	1,451,549
5820	State Program Revenues from TEA	3,236,372	3,903,336			7,139,708	7,139,708
5830	State Program Revenues from Others					-	-
5840	Shared Services Arrangements					-	-
5800	Total State Program Revenues	-	3,236,372	5,334,885	20,000	-	8,591,257
<b>FEDERAL PROGRAM REVENUES:</b>							
5920	Federal Revenues Distributed by TEA	39,277,639	43,515,331	9,391,737		92,184,707	92,184,707
5930	Federal Revenues Distributed by Others	402,342				402,342	402,342
5940	Federal Revenues Distributed Direct by Federal					-	-
5950	Shared Services Arrangements					-	-
5900	Total Federal Program Revenues	-	39,679,981	43,515,331	9,391,737	-	92,587,049
5000	Total Revenues	-	43,013,087	51,785,234	9,411,737	-	104,210,058
<b>OTHER RESOURCES:</b>							
7911	Sale of Bonds					-	-
7912	Sale of Real and Personal Property					-	-
7913	Proceeds from Capital Leases					-	-
7915	Operating Transfers In					-	-
7916	Premium Issuance of Bonds					-	-
7949	Other Resources					-	-
7000	Total Other Resources	-	-	-	-	-	-
<b>TOTAL REVENUES AND OTHER RESOURCES</b>							
		-	43,013,087	51,785,234	9,411,737	-	104,210,058
<b>EXPENDITURES:</b>							
11	Instruction	20,093,008	32,798,394	190,057		53,081,459	53,081,459
12	Instructional Resources and Media Services	72,462	218,444			290,906	290,906
13	Curriculum Development and Instructional Staff	4,885,396	9,872,013	3,257,414		18,014,823	18,014,823
21	Instructional Leadership	12,288,242	513,679	2,489,801		15,291,722	15,291,722
23	School Leadership	13,438	628,487	371,367		1,013,292	1,013,292
31	Guidance, Counseling and Evaluation Services	1,727,244	2,363,017	2,521,549		6,611,810	6,611,810
32	Social Work Services	78,616		56,549		135,165	135,165
33	Health Services	512,342		525,000		1,037,342	1,037,342
34	Student (Pupil) Transportation					-	-
35	Food Services					-	-
36	Cocurricular/Extracurricular Activities					-	-
41	General Administration					-	-
51	Plant Maintenance and Operations					-	-
52	Security and Monitoring Services	46,290	177,854			224,144	224,144
53	Data Processing Services					-	-
61	Community Services	92,486	1,310,010			1,402,496	1,402,496
71	Debt Service					-	-
81	Facilities Acquisition and Construction	3,203,563	3,903,336			7,106,899	7,106,899
93	Payments to Fiscal Agent					-	-
95	Payments to Juvenile Justice Alternative Pgms					-	-
99	Intergovernmental					-	-
00	Other Uses					-	-
6000	Total Expenditures	-	43,013,087	51,785,234	9,411,737	-	104,210,058
<b>OTHER USES:</b>							
8911	Transfers Out					-	-
8949	Other Uses					-	-
8000	Total Other Uses	-	-	-	-	-	-
<b>TOTAL EXPENDITURES AND OTHER USES</b>							
		-	43,013,087	51,785,234	9,411,737	-	104,210,058
<b>NET EFFECT ON FUND BALANCE</b>							
		-	-	-	-	-	-

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT  
 BUDGET AS AMENDED  
 FISCAL YEAR ENDED JUNE 30, 2025

DEBT SERVICE FUND (599)

Data Control Codes	Original Adopted Budget	Amendments/Transfers				TOTAL	Final Budget
		QTR 1	QTR 2	QTR 3	QTR 4		
<b>LOCAL AND INTERMEDIATE REVENUES:</b>							
5710	Real and Personal Property Taxes	265,924,661		9,605,860		9,605,860	275,530,521
5720	Services Rendered To Other School Districts					-	-
5730	Tuition and Fees					-	-
5740	Other Revenues from Local Sources	3,500,000		1,500,000		1,500,000	5,000,000
5750	Revenues from Co-Curricular Services					-	-
5760	Other Local Sources					-	-
5770	Revenues from Intermediate Sources					-	-
5700	Total Local and Intermediate Revenues	269,424,661	-	11,105,860	-	11,105,860	280,530,521
<b>STATE PROGRAM REVENUES:</b>							
5810	Per Capita/Foundation Revenues					-	-
5820	State Program Revenues from TEA	34,479,811				-	34,479,811
5830	State Program Revenues from Others					-	-
5840	Shared Services Arrangements					-	-
5800	Total State Program Revenues	34,479,811	-	-	-	-	34,479,811
<b>FEDERAL PROGRAM REVENUES:</b>							
5920	Federal Revenues Distributed by TEA					-	-
5930	Federal Revenues Distributed by Others					-	-
5940	Federal Revenues Distributed Direct by Federal	168,864				-	168,864
5950	Shared Services Arrangements					-	-
5900	Total Federal Program Revenues	168,864	-	-	-	-	168,864
5000	Total Revenues	304,073,336	-	11,105,860	-	11,105,860	315,179,196
<b>OTHER RESOURCES:</b>							
7911	Sale of Bonds					-	-
7912	Sale of Real and Personal Property					-	-
7913	Proceeds from Capital Leases					-	-
7915	Operating Transfers In					-	-
7916	Premium Issuance of Bonds	8,318,068		30,457,940		38,776,008	38,776,008
7949	Other Resources	77,265,000		318,535,000		395,800,000	395,800,000
7000	Total Other Resources	-	85,583,068	348,992,940	-	434,576,008	434,576,008
<b>TOTAL REVENUES AND OTHER RESOURCES</b>		<b>304,073,336</b>	<b>85,583,068</b>	<b>360,098,800</b>	<b>-</b>	<b>445,681,868</b>	<b>749,755,204</b>
<b>EXPENDITURES:</b>							
11	Instruction					-	-
12	Instructional Resources and Media Services					-	-
13	Curriculum Development and Instructional Staff					-	-
21	Instructional Leadership					-	-
23	School Leadership					-	-
31	Guidance, Counseling and Evaluation Services					-	-
32	Social Work Services					-	-
33	Health Services					-	-
34	Student (Pupil) Transportation					-	-
35	Food Services					-	-
36	Cocurricular/Extracurricular Activities					-	-
41	General Administration					-	-
51	Plant Maintenance and Operations					-	-
52	Security and Monitoring Services					-	-
53	Data Processing Services					-	-
61	Community Services					-	-
71	Debt Service	304,073,336		2,747,414		2,747,414	306,820,750
81	Facilities Acquisition and Construction					-	-
93	Payments to Fiscal Agent					-	-
95	Payments to Juvenile Justice Alternative Pgms					-	-
99	Intergovernmental					-	-
00	Other Uses		84,946,765	346,957,578		431,904,343	431,904,343
6000	Total Expenditures	304,073,336	84,946,765	349,704,992	-	434,651,757	738,725,093
<b>OTHER USES:</b>							
8911	Transfers Out					-	-
8949	Other Uses					-	-
8000	Total Other Uses	-	-	-	-	-	-
<b>TOTAL EXPENDITURES AND OTHER USES</b>		<b>304,073,336</b>	<b>84,946,765</b>	<b>349,704,992</b>	<b>-</b>	<b>434,651,757</b>	<b>738,725,093</b>
<b>NET EFFECT ON FUND BALANCE</b>		<b>-</b>	<b>636,303</b>	<b>10,393,808</b>	<b>-</b>	<b>11,030,111</b>	<b>11,030,111</b>

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT  
 BUDGET AS AMENDED  
 FISCAL YEAR ENDED JUNE 30, 2025

CAPITAL PROJECTS FUND

Data Control Codes	Original Adopted Budget	Amendments/Transfers				TOTAL	Final Budget
		QTR 1	QTR 2	QTR 3	QTR 4		
<b>LOCAL AND INTERMEDIATE REVENUES:</b>							
5710	Real and Personal Property Taxes					-	-
5720	Services Rendered To Other School Districts					-	-
5730	Tuition and Fees					-	-
5740	Other Revenues from Local Sources	4,427,945	6,774,589	7,739,744		18,942,278	18,942,278
5750	Revenues from Co-Curricular Services					-	-
5760	Other Local Sources					-	-
5770	Revenues from Intermediate Sources					-	-
5700	Total Local and Intermediate Revenues	-	4,427,945	6,774,589	7,739,744	-	18,942,278
<b>STATE PROGRAM REVENUES:</b>							
5810	Per Capita/Foundation Revenues					-	-
5820	State Program Revenues from TEA					-	-
5830	State Program Revenues from Others					-	-
5840	Shared Services Arrangements					-	-
5800	Total State Program Revenues	-	-	-	-	-	-
<b>FEDERAL PROGRAM REVENUES:</b>							
5920	Federal Revenues Distributed by TEA					-	-
5930	Federal Revenues Distributed by Others					-	-
5940	Federal Revenues Distributed Direct by Federal					-	-
5950	Shared Services Arrangements					-	-
5900	Total Federal Program Revenues	-	-	-	-	-	-
5000	Total Revenues	-	4,427,945	6,774,589	7,739,744	-	18,942,278
<b>OTHER RESOURCES:</b>							
7911	Sale of Bonds		292,535,000			292,535,000	292,535,000
7912	Sale of Real and Personal Property					-	-
7913	Proceeds from Capital Leases					-	-
7915	Operating Transfers In					-	-
7916	Premium Issuance of Bonds		24,554,699			24,554,699	24,554,699
7949	Other Resources					-	-
7000	Total Other Resources	-	-	317,089,699	-	-	317,089,699
<b>TOTAL REVENUES AND OTHER RESOURCES</b>							
		-	4,427,945	323,864,288	7,739,744	-	336,031,977
<b>EXPENDITURES:</b>							
11	Instruction	30,498,584	16,546,554	8,145		47,053,283	47,053,283
12	Instructional Resources and Media Services					-	-
13	Curriculum Development and Instructional Staff					-	-
21	Instructional Leadership					-	-
23	School Leadership					-	-
31	Guidance, Counseling and Evaluation Services					-	-
32	Social Work Services					-	-
33	Health Services					-	-
34	Student (Pupil) Transportation	2,367,465		(141,176)		2,226,289	2,226,289
35	Food Services					-	-
36	Cocurricular/Extracurricular Activities					-	-
41	General Administration	79,143	898			80,041	80,041
51	Plant Maintenance and Operations	1,775,055	1,566,505			3,341,560	3,341,560
52	Security and Monitoring Services	1,581,158		(329,163)		1,251,995	1,251,995
53	Data Processing Services	24,020,517	13,717,656	(8,145)		37,730,028	37,730,028
61	Community Services					-	-
71	Debt Service					-	-
81	Facilities Acquisition and Construction	410,096,187	292,003,086	8,183,122		710,282,395	710,282,395
93	Payments to Fiscal Agent					-	-
95	Payments to Juvenile Justice Alternative Pgms					-	-
99	Intergovernmental					-	-
00	Other Uses					-	-
6000	Total Expenditures	-	470,418,109	323,834,699	7,712,783	-	801,965,591
<b>OTHER USES:</b>							
8911	Transfers Out					-	-
8949	Other Uses					-	-
8000	Total Other Uses	-	-	-	-	-	-
<b>TOTAL EXPENDITURES AND OTHER USES</b>							
		-	470,418,109	323,834,699	7,712,783	-	801,965,591
<b>NET EFFECT ON FUND BALANCE</b>							
		-	(465,990,164)	29,589	26,961	-	(465,933,614)

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT  
 BUDGET AS AMENDED  
 FISCAL YEAR ENDED JUNE 30, 2025

ENTERPRISE FUND

Data Control Codes	Original Adopted Budget	Amendments/Transfers				TOTAL	Final Budget
		QTR 1	QTR 2	QTR 3	QTR 4		
<b>LOCAL AND INTERMEDIATE REVENUES:</b>							
5710	Real and Personal Property Taxes					-	-
5720	Services Rendered To Other School Districts					-	-
5730	Tuition and Fees	7,206,225		300,000		300,000	7,506,225
5740	Other Revenues from Local Sources			100,000		100,000	100,000
5750	Revenues from Co-Curricular Services					-	-
5760	Other Local Sources					-	-
5770	Revenues from Intermediate Sources					-	-
5700	Total Local and Intermediate Revenues	7,206,225	-	-	400,000	-	400,000
<b>STATE PROGRAM REVENUES:</b>							
5810	Per Capita/Foundation Revenues					-	-
5820	State Program Revenues from TEA					-	-
5830	State Program Revenues from Others					-	-
5840	Shared Services Arrangements					-	-
5800	Total State Program Revenues	-	-	-	-	-	-
<b>FEDERAL PROGRAM REVENUES:</b>							
5920	Federal Revenues Distributed by TEA					-	-
5930	Federal Revenues Distributed by Others					-	-
5940	Federal Revenues Distributed Direct by Federal					-	-
5950	Shared Services Arrangements					-	-
5900	Total Federal Program Revenues	-	-	-	-	-	-
5000	Total Revenues	7,206,225	-	-	400,000	-	400,000
<b>OTHER RESOURCES:</b>							
7911	Sale of Bonds					-	-
7912	Sale of Real and Personal Property					-	-
7913	Proceeds from Capital Leases					-	-
7915	Operating Transfers In					-	-
7916	Premium Issuance of Bonds					-	-
7949	Other Resources					-	-
7000	Total Other Resources	-	-	-	-	-	-
<b>TOTAL REVENUES AND OTHER RESOURCES</b>		7,206,225	-	-	400,000	-	400,000
<b>EXPENDITURES:</b>							
11	Instruction					-	-
12	Instructional Resources and Media Services					-	-
13	Curriculum Development and Instructional Staff					-	-
21	Instructional Leadership					-	-
23	School Leadership					-	-
31	Guidance, Counseling and Evaluation Services					-	-
32	Social Work Services					-	-
33	Health Services					-	-
34	Student (Pupil) Transportation					-	-
35	Food Services					-	-
36	Cocurricular/Extracurricular Activities					-	-
41	General Administration					-	-
51	Plant Maintenance and Operations					-	-
52	Security and Monitoring Services					-	-
53	Data Processing Services					-	-
61	Community Services	6,191,979		(400,000)		(400,000)	5,791,979
71	Debt Service					-	-
81	Facilities Acquisition and Construction					-	-
93	Payments to Fiscal Agent					-	-
95	Payments to Juvenile Justice Alternative Pgms					-	-
99	Intergovernmental					-	-
00	Other Uses					-	-
6000	Total Expenditures	6,191,979	-	(400,000)	-	(400,000)	5,791,979
<b>OTHER USES:</b>							
8911	Transfers Out					-	-
8949	Other Uses					-	-
8000	Total Other Uses	-	-	-	-	-	-
<b>TOTAL EXPENDITURES AND OTHER USES</b>		6,191,979	-	(400,000)	-	(400,000)	5,791,979
<b>NET EFFECT ON FUND BALANCE</b>		1,014,246	-	-	800,000	-	800,000

# **Certification of Provision of Instructional Materials Survey 2025–26**

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## Survey Pre-Work

### 2025–26 Certification of Provision of Instructional Materials

In accordance with [Texas Education Code 31.1011](#), local educational agencies (LEAs) are required to certify annually to the State Board of Education (SBOE) and the commissioner that students have access to instructional materials covering all Texas Essential Knowledge and Skills (TEKS) for all required subjects, except physical education.

Additionally, LEAs are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under (i) the Children's Internet Protection Act (Pub. L. No. 106-554); (ii) Section [28.0022](#); (iii) Section [43.22](#), Penal Code; and (iv) any other law or regulation that protects students from obscene or harmful content. The TEKS Certification 2025–26 Survey includes a section to allow LEAs to certify they meet this requirement.

Like last year's process, the agency will utilize the following tools:

#### **Certification 2025–26 Form:**

Printable, hard copy of the survey to be completed offline and presented to the board of trustees or governing body for ratification and signatures.

#### **Certification 2025–26 Survey:**

Web-based application where LEAs will submit their responses collected on the TEKS Certification 2025–26 Form, and where LEAs will upload the signature page of the Form.

This year's Certification Process requires:

- The completion of the Certification 2025–26 Form;
- Ratification by the LEA's board of trustees or governing body in an open, public-noticed meeting; and
- Submission of the Certification 2025–26 Survey and upload of the ratified Certification 2025–26 Form.

TEA recommends that LEAs complete these steps by **May 1, 2025**. The Certification 2025–26 Form can be accessed at the following link on the [Certification of Provision of Instructional Materials webpage](#).

The state online instructional materials ordering system, EMAT, will close for annual maintenance on March 28, 2025, and is scheduled to reopen on May 15, 2025. **Completion of the Certification Process is required to regain access to allotment funds when EMAT reopens in May of 2025.**

Certification 2025–26 Survey submissions received after May 15, 2025, will typically be processed within five business days, then access to EMAT provided.

## Instructions to Complete the Certification Process for 2025–26

1. **Review the Certification 2025–26 Form:** Print the fillable TEKS Certification 2025–26 Form found on the [Certification of Provision of Instructional Materials webpage](#).
2. **Gather information:** The form may require consultation with content area leads or other LEA staff.
3. **Complete Certification 2025–26 Form:** Complete the TEKS Certification 2025–26 Form by hand or digitally.
4. **Obtain needed signatures:** Ratify the **Certification 2025–26 Form** by the LEA’s board of trustees or governing body in an upcoming, open board meeting.
5. **Submit Certification 2025–26 Survey:** Complete the online Certification 2025–26 Survey by answering the questions. Inside the survey you will upload the signed Allotment and Certification 2025–26 Form from Step 4. The survey will be open for submissions beginning Monday, March 17, 2025, and will be located on the [Certification of Provision of Instructional Materials webpage](#).

## Additional Supports

- TEA will be hosting a webinar to review the Certification 2025–26 Process on *Monday, March 24th, at 2:00 p.m. CDT*. [Registration](#) is required.
- TEA will host office hours to support LEAs with the Certification of Provision of Instructional Materials process; registration is required.
  - Monday, March 31st at 11:00 a.m. CDT | [Register on Zoom](#)
  - Thursday, April 3rd, at 11:00 a.m. CDT. | [Register on Zoom](#)
- To facilitate completion of this year’s submission, LEAs may request a copy of their previous year’s submission by submitting a [Help Desk Ticket](#).
- For questions about the Certification 2025–26 Form, Survey, or Process, please submit a [Help Desk Ticket](#).

## Review Terminology

### *Additional Supports*

- **Scope and Sequence:** A document that provides a brief outline of the standards and a recommended teaching order for a particular course/grade-level over the course of a school year.
- **Full-subject materials** (often referred to as Tier 1 or core materials): instructional material designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.
- **Supplemental materials** (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional material designed to assist in the instruction of one or more of the essential knowledge and skills
- **SBOE-Approved Instructional Materials:** SBOE-approved instructional materials are any materials that go through the IMRA process and receive approval by the SBOE. In Texas, SBOE-approved instructional materials are considered HQIM and qualify for the SBOE-Approved Instructional Materials Entitlement as outlined in Section 48.307.
- **State-Adopted Instructional Materials:** state-adopted instructional materials were reviewed and adopted in the preceding Proclamation process. These materials have not been reviewed in the IMRA process, are not considered HQIM (per the Texas definition), and are not eligible for additional HB 1605 funding entitlements.

### **About the Qualtrics Survey**

Within the Qualtrics survey you will be given a list of commonly known publishers and products. Should your LEA use a LEA-developed product, or the product is not listed, you will be asked to write in the name of the publisher and product.

You can find a list instructional materials on the [Certification of Provision of Instructional Materials webpage](#).

# Certification 2025–26 Survey

## Background Information

QUESTION 1.0: Name of person completing this form

Diane Hopmann

QUESTION 1.1: Your email address

Diane.hopmann@cfisd.net

QUESTION 1.2: Select the role that best describes your position at your district or charter: [Single Select]

- Instructional Materials Coordinator
- Curriculum Director
- Principal
- Administrative Assistant
- Superintendent
- Other

## LEA Information

QUESTION 2.0: Region #

101907

QUESTION 2.1: LEA name and number

Cypress Fairbanks ISD

QUESTION 2.2: Superintendent's name

Douglas Killian, Ph.D.

QUESTION 2.3: Superintendent's email address

Douglas.killian@cfisd.net

QUESTION 2.4: School board president's or governing body's name

Scott Henry

QUESTION 2.5: School board president's or governing body's email address

Scott.henry@cfisd.net

QUESTION 2.6: Date of the school board meeting at which the Certification Form was be presented and approved?

May 5, 2025

## Reading Language Arts Certification

### Scope and Sequence - All Grade Levels RLA

#### QUESTION 3.0:

Are instructional materials for English RLA and phonics managed at the LEA level and generally consistent across classrooms?

Yes

No

## English Reading Language Arts K–5 TEKS Coverage Certification

#### QUESTION 4.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **English RLA TEKS grades K–5?** (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

Yes

No

## English Reading Language Arts K–5 Instructional Materials

#### QUESTION 5.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your district will use regularly (once a week or more, on average) for **English RLA and/ or Phonics grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**English RLA and/ or Phonics grades K–5** full-subject and/or supplemental publisher(s)/ product(s) used:

*Other- LEA Developed, HMH; Into Reading Texas K-5, LWT; Handwriting Without Tears K-5 HMH; Amira, HMH; Read 180, Amplify Education Inc.; mCLASS Texas Edition, Amplify Education Inc.; Boost Reading Texas, Stenhouse Publishers; Patterns of Power, TEA; Literacy Pro, Scholastic Inc.; Storyworks, Achieve 3000 - Achieve 3000 Literacy, Capstone; Pebble Go, Discovery Education Inc.; Discovery Education K-12 Curriculum Resources, Lead4Ward; Lead4Ward ELAR K-5, Other - Flyleaf Publishing; Decodable Readers, Other – Benchmark; Benchmark Decodables, Other – Whole Phonics; Decodable Readers, HMH; Other – Structured Literacy Path, Writable!, Heggerty; Phonics Awareness, Hand2mind; Science of Reading Toolkit*

QUESTION 5.1:

(If above answer includes SBOE-Approved Bluebonnet Learning instructional materials):

What is the estimated number of students in your LEA that are using *Bluebonnet Learning Reading Language Arts, Edition 1* (grades K–5) in their classroom on a regular basis?

0
---

QUESTION 5.2:

(If above answer includes SBOE-Approved Bluebonnet Learning instructional materials):

What is the estimated number of students in your LEA that are using *Bluebonnet Learning Foundational Skills, Edition 1* (grades K–3) in their classroom on a regular basis?

0
---

## Spanish Reading Language Arts K–5 TEKS Coverage Certification

QUESTION 6.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **Spanish RLA TEKS grades K–5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials) [Single select]

Yes

No

## Spanish Reading Language Arts K–5 Instructional Materials

QUESTION 7.0:

Share the **full subject and/or supplemental** publisher(s)/product(s) that teachers in your district will use regularly (once a week or more, on average) for **Spanish RLA and/or Phonics grades K–5** instruction to ensure coverage of 100% of the TEKS. [Single select for each grade band]

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): Instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**Spanish RLA and/or Phonics grades K-5** full-subject and/or supplemental publisher(s)/ product(s) used:

*Other; LEA Developed, HMH; Into Reading Texas, Arriba la Lectura!, Capstone; Pebble Go, Children's Learning Institute; Circle, Scholastic Inc.; Storyworks*

QUESTION 7.1:

(If above answer includes *Aprendizaje Bluebonnet* pilot instructional materials instructional materials):

What is the estimated number of students in your LEA that are using *Aprendizaje Bluebonnet artes del lenguaje y lectura, piloto* (grados K-5) in their classroom on a regular basis?

0

QUESTION 7.2:

What is the estimated number of students in your LEA that are using *Aprendizaje Bluebonnet destrezas fundamentales, piloto* (grados K-2) in their classroom on a regular basis?

0

## English Reading Language Arts (RLA) 6-8 TEKS Coverage Certification

QUESTION 8.0:

For school year 2025-26, will your LEA provide materials to cover 100% of the **English RLA TEKS grades 6-8**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials) [Single select]

Yes

No

## English Reading Language Arts (RLA) 6–8 Instructional Materials

### QUESTION 9.0:

Share the **full subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA will use regularly (once a week or more, on average) for **English RLA grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**English RLA grades 6–8** full-subject and/or supplemental publisher(s)/ product(s) used:

*Other; LEA Developed, HMH; Into Literature Texas, HMH; Read 180, HMH; System 44*

*Achieve 3000; Achieve 3000 Literacy, Stenhouse Publishers; Patterns of Power, Other – Scholastic Inc.; Literacy Pro, Other - HMH; Writable!*

## English Reading Language Arts (RLA) 9–12 TEKS Coverage Certification

### QUESTION 10.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **English RLA TEKS grades 9–12**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials.

Yes

No

## English Reading Language Arts (RLA) 9–12 Instructional Materials

### QUESTION 11.0:

Are the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA will use regularly (once a week or more, on average) for **English RLA grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**English RLA grades 9-12** full-subject and/or supplemental publisher(s)/ product(s) used:

*Other; LEA Developed, McGraw Hill School Division; StudySync Texas*

*Achieve 3000; Achieve 3000 Literacy, NoRedInk Corp; NoRedInk, CollegeBoard; AP Central Provided Assessments and Resources, Edgenuity Inc.; Imagine Learning, Writable; Writable Resources*

## Mathematics Certification

### Scope and Sequence - All Grade Levels Mathematics

#### QUESTION 12.0:

Are instructional materials for mathematics managed at the LEA level and generally consistent across classrooms?

Yes

No

## Mathematics K–5 TEKS Coverage Certification

#### QUESTION 13.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **mathematics TEKS grades K–5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

Yes

No

## Mathematics K–5 Instructional Materials

#### QUESTION 14.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA will use regularly (once a week or more, on average) for **mathematics grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

#### **Mathematics grades K–5 full-subject and/or supplemental publisher(s)/ product(s) used:**

*Other; LEA Developed, HMH; Texas Go Math!, MIND Education; ST Math K-5; IXL Learning; IXL Math Resources, Baker and Petsche Publishing; Countdown to Math STAAR, Baker and Petsche Publishing; Fast Focus, Boardworks Education; Boardworks K-12 Math, Cosenza & Associates LLC; Performing Math, ExploreLearning Gizmos; Reflex and/or Frax, Engaging Math; Engaging Math Resources, Great Minds; Eureka Math, Heineman; Math in Practice, Heineman; Number Talks, Illustrative Math; Illustrative Math K-5, Lead4Ward; Lead4Ward Math, ORIGO Education; Think Tank, Tang Math LLC; Greg Tang Math Resources 2-5, Other; LEA Developed, Other – ORIGO Education; Box of Facts, Other – Region 4 ESC; Closing the Distance, Fluency, STAAR Review 3-5, Other – Region 18 ESC; STAAR Review 3-5, Other – Hand2mind Fluency Kit K-2*

QUESTION 14.1:

(If above answers include *Bluebonnet Learning* instructional materials instructional materials):

What is the estimated number of students in your LEA that are using Bluebonnet Learning, Edition 1 (grades K–5) in their classroom on a regular basis?

0
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## Mathematics 6–8 TEKS Coverage Certification

QUESTION 15.0

For school year 2025–26, will your LEA provide materials to cover 100% of the **mathematics TEKS grades 6–8**? (This includes teacher- or LEA-developed materials. You may select “yes” even if not all classrooms use the same materials). [Single Select]

Yes

No

## Mathematics 6–8 Instructional Materials

QUESTION 16.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **mathematics grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**Mathematics grades 6–8** full-subject and/or supplemental publisher(s)/ product(s) used:

<i>Other; LEA Developed, HMH; Texas Go Math!</i>
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QUESTION 16.0B:

(If above answers include Bluebonnet Learning instructional materials instructional materials):

What is the estimated number of students in your LEA that are using Bluebonnet Learning Secondary Mathematics, Edition 1 (grades 6–8, Algebra I) in their classroom on a regular basis?

0

## Mathematics 9–12 TEKS Coverage Certification

QUESTION 17.0:

For School Year 2025–26, will your LEA provide materials to cover 100% of the **mathematics TEKS grades 9–12**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

Yes

No

## Mathematics 9–12 Instructional Materials

QUESTION 18.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **mathematics grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**Mathematics grades 9–12** full-subject and/or supplemental publisher(s)/ product(s) used:

*Other; LEA Developed, HMH; Algebra 1, HMH; Geometry, McGraw Hill School Education; Precalculus, McGraw Hill; ALEKS, Pearson Education Inc.; Algebra 2, AQR Press LLC; Advanced Quantitative Reasoning, Pearson Education Inc.; Mathematical Models with Applications, Texas Edition, Cosenza & Associates; Algebraic Reasoning*

# Social Studies Certification

## Scope and Sequence - All Grade Levels Social Studies

QUESTION 19.0:

Are instructional materials for social studies managed at the LEA level and generally consistent across classrooms?

Yes

No

## Social Studies K–5 TEKS Coverage Certification

QUESTION 20.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **social studies TEKS grades K-5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

## Social Studies K–5 Instructional Materials

QUESTION 21.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **social studies grades K-5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**Social Studies grades K-5** full-subject and/or supplemental publisher(s)/ product(s) used:

Other; LEA Developed, Teacher Created Materials; Exploring Social Studies, McGraw Hill; IMPACT Social Studies, Time USA; Time for Kids

## Social Studies 6–8 TEKS Coverage Certification

### QUESTION 22.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **social studies TEKS grades 6–8**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

## Social Studies 6–8 Instructional Materials

### QUESTION 23.0:

Select **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **social studies grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**Social Studies grades 6–8** full-subject and/or supplemental publisher(s)/ product(s) used:

*Other; LEA Developed, McGraw Hill School Education; World Cultures and Geography, McGraw Hill School Education; Texas History, McGraw Hill School Education; US History to 1877*

## Social Studies 9–12 TEKS Coverage Certification

### QUESTION 24.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **social studies TEKS grades 9–12**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

## Social Studies 9–12 Instructional Materials

### QUESTION 25.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **social studies grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**Social Studies grades 9–12** full-subject and/or supplemental publisher(s)/ product(s) used:

*Other; LEA Developed, McGraw Hill School Education; US Government, McGraw Hill School Education; US History Since 1877, McGraw Hill School Education; World Geography, McGraw Hill School Education; World History, McGraw Hill School Education; Economics, McGraw Hill School Education; Focus on Personal Financial Literacy*

## Science Certification

### Scope and Sequence - All Grade Levels Science

QUESTION 26.0:

Are instructional materials for science managed at the LEA level and generally consistent across classrooms?

- Yes  
 No

### Science K–5 TEKS Coverage Certification

QUESTION 27.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **science TEKS grades K–5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

- Yes  
 No+

### Science K–5 Instructional Materials

QUESTION 28.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **science grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**Science grades K–5 full-subject and/or supplemental publisher(s)/ product(s) used:**

*Other; LEA Developed, HMH; Into Science Texas, HMH; Arriba las Ciencias!, Accelerate Learning Inc.; STEMscopes Spanish PreK, Discovery Education Inc; Discovery Education Science Textbook, IXL Learning; IXL Science 2-5, Studies Weekly Inc.; Texas Science Studies Weekly 2-5, Capstone; Pebble Go, Cengage Learning Inc.; National Geographic K-12 Science Resources, EduSmart; EduSmart Texas Science, STAAR Master; STAAR Master Science, Lead4Ward; Lead4Ward Science, PBS and GBH Educational Foundation; PBS Learning Media, Other – Seidlitz Education; The Visual Non-Glossary*

## Science 6–8 TEKS Coverage Certification

### QUESTION 29.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **science TEKS grades 6–8**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

## Science 6–8 Instructional Materials

### QUESTION 30.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **science grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**Science grades 6–8** full-subject and/or supplemental publisher(s)/ product(s) used:

HMH; Into Science Texas 6-8, Other; LEA Developed

## Science 9–12 TEKS Coverage Certification

### QUESTION 31.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **science TEKS grades 9–12**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

## Science 9–12 Instructional Materials

### QUESTION 32.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your district or charter will regularly use (once a week or more, on average) for **science grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

### **Science grades 9–12** full-subject and/or supplemental publisher(s)/ product(s) used:

Savvas Learning; Texas Miler & Levine Experience Biology

Savvas Learning; Texas Experience Chemistry

McGraw Hill School Division; Texas Physics

Accelerate Learning Inc.; STEMscopes Science IPC

Cengage Learning Inc.; Oceanography: An Invitation to Marine Science HS Edition

Cengage Learning Inc.; Earth Systems, Texas Edition

Cengage Learning Inc.; Environmental Science: Sustaining Your World, Texas Edition

Other – Cengage Learning Inc.; Foundations of Astronomy, Other; LEA Developed

## Children's Internet Protection Act

### The Children's Internet Protection Act

The Children's internet protection Act (CIPA) was enacted by Congress in 2000 to address concerns about children's access to obscene or harmful content over the Internet. (You may find more information on the FCC website.)

In accordance with Texas Administrative Code 19 TAC §66.105, school districts or charter schools are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C, Section [28.0022](#), [Section 43.22](#), Penal Code, and any other law or regulation that protects students from obscene or harmful content.

QUESTION 33.0: Does your district or charter school protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C), Section 28.0022, Penal Code, and any other law or regulation that protects students from obscene or harmful content?

Yes

No

## Additional Informational Questions (Optional)\*

### QUESTION 35.0:

Has your LEA used, or do you plan to use, Instructional Materials Review and Approval (IMRA) Cycle 2024 reports to inform local decisions related to instructional materials adoption?

(Note: IMRA replaced the State Board of Education's Proclamation process and the Texas Resource Review (TRR))

Yes

No

### QUESTION 35.1:

**If "Yes" is selected:** In which subject area(s) have you used the TRR to obtain information about the quality of products? \*

English Reading Language Arts

Spanish Reading Language Arts

English Phonics

Spanish Phonics

Mathematics

### QUESTION 35.2:

On a scale from 0 to 10, how effectively do you believe the IMRA reports support LEA adoption of high-quality instructional materials? 0 (Not at all) to 10 (Extremely effectively)\*

0.

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

QUESTION 36.0:

Assessment Platform: Select the assessment platform (if any) your LEA leverages for unit/module, diagnostic, or interim, and for which type of assessments.

Product	Interim	Diagnostic	Unit/Module Formatives
Eduphoria	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DMCA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Texas Formative Assessment Resource	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
STAAR Interim	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i>Performance Matters</i>			
Other:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>mClass</i>			
Other:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<i>Nwea MAP Growth</i>			

## Certification 2025–26 Survey Ratification [Printed and uploaded PDF]

In accordance with [Texas Education Code §31.1011](#), school districts and open-enrollment charter schools are required to certify annually to the State Board of Education and the commissioner that, for each subject in the required curriculum other than physical education, students have access to instructional materials that cover all the Texas Essential Knowledge and Skills (TEKS) for the coming school year. Additionally, in accordance with Texas Administrative Code [19 TAC §66.105](#), school districts or charter schools are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C).

These certifications must be ratified by local school boards of trustees or governing bodies in public, noticed meetings. Districts and open-enrollment charter schools will be unable to order instructional materials through EMAT until the certifications have been received by the Texas Education Agency (TEA).

## Other Certified Subject Areas

### QUESTION 40.0:

Please select each subject in the required curriculum below for which your district provides each student with instructional materials that cover all elements of the essential knowledge and skills:

[multiple select]

- Career & Technical Education
- Fine Arts
- Health
- Technology Applications
- English Language Proficiency Standards
- Languages Other Than English
- None

### District County Number (6-digit ID):

101907

### District Name:

Cypress-Fairbanks ISD

### Date of Ratification by Local School Board of Trustees or Governing Body:

May 5, 2025

### Signature of the Board President and Secretary or Governing Board Officer

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Secretary

After ratification, please scan the last page of this form and submit to TEA through the electronic Certification of Provision of Instructional Materials Survey.

## **Interlocal Agreement between Harris County Department of Education & Cy-Fair ISD**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and Cy-Fair ISD (“ISD”), located in 11440 Matzke Rd., Cypress, Texas 77429, for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

### **Preamble**

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and ISD desire to set forth, in writing, the terms and conditions of their agreement.

### **General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. This term of this Agreement is for services beginning June 1, 2025 and ending May 31, 2028 (“Term”). This Agreement may be extended by mutual written agreement of the Parties, contingent upon approval of HCDE’s Board of Trustees, as may be required. All extensions of this Agreement shall be subject to the terms and conditions specified herein.
2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. Purpose and Scope of Work.
  - A. HCDE, through the Center, agrees to work with ISD to implement its Three-Year Certification and Support Program (“the Program”), as detailed below and in attached Exhibit A:
    - i) The Program will be available for up to ten Candidates per year. ISD agrees to provide HCDE with a final Participant list of candidates who are participating in the Program. The ISD further agrees to maintain and update the List throughout the school year, as may be required, due to removal from the program, termination or resignation of employment, and to deliver any updated copies of the List to the Center as soon as reasonably practicable. HCDE shall have the right, but not the obligation, to interview and otherwise screen Candidates selected by ISD to determine, in HCDE’s reasonable discretion,

whether the Candidates meet HCDE's criteria to be accepted for participation in the Program. HCDE shall have the right, in HCDE's reasonable discretion, to reject any Candidate who, in HCDE's judgment, does not meet HCDE's criteria to be accepted for the Program. In the event that HCDE rejects any Candidate who, in HCDE's reasonable judgment, does not meet HCDE's criteria to be accepted for participation in the Program, ISD shall remove such Candidate from consideration for the Program. ISD may furnish alternate Candidate(s) for HCDE's consideration, a reasonable amount of time before the commencement of the Program. The ISD has final approval for all hires.

- ii) The Program has three (3) distinct year-long phases as described below:

Year One: Pre-Service Year

- (1) Candidates will attend professional development days (pre-service coursework) and development during CES summer intensive.
- (2) One day a week for a total of 6 hours each day (on a day of the week that the Parties shall agree on) during ISD's school year, the Candidates will: (1) attend preservice coursework conducted by the Center, (2) participate in guided observation hours and/or clinical supervisor observation at various campuses within ISD, which shall be coordinated by the Center, (3) and/or attend guided test preparation courses conducted by the Center.
- (3) To the extent it becomes necessary to change the date or time of the professional development classes, the Parties shall work together in good faith to reschedule appropriately.

Year Two: Internship Year (Teacher of Record)

- (4) During regular business hours on mutually agreed upon scheduled day(s) of the week during ISD's school year, the Candidates will: (1) participate in field-supervisions which include: formal observations, pre- and post-meetings, HIT (High-Impact Touchpoints), and any reasonable additional coaching the Candidate may need; and (2) participate in internship program hours conducted by the Center once per month.
- (5) During regular business hours on mutually agreed upon scheduled day(s) of the week during ISD's school year, the Candidates' administration will attend and participate in at least 3 governance meetings per Candidate.
- (6) Any unmet requirements as listed in Year One, ISD would provide the candidates the necessary resources and support to complete the Candidates' outstanding requirements.

Year Three: Post Certificate Support Year

- (7) The Center will provide teaching sequenced support to the Candidates.

- (8) The Candidate may participate in guided observation hours and/or clinical supervisor observation at various campuses within ISD, which shall be coordinated by the Center.
- (9) The Center will provide access to HCDE events and professional learning opportunities.
- (10) Any unmet requirements as listed in Year One or in Year Two, ISD would provide the candidates the necessary resources and support to complete the Candidates' outstanding requirements.

The Program is anticipated to be completed in three (3) years. The Program will not be extended (unless mutually agreed upon by the Parties, in writing) past Year Three for any Candidate due to Candidate's failure to make progress in the Program. Additional cost will be negotiated upon renewal.

iii) ISD agrees to assist the Center in conducting the Program, and specifically agrees to:

- (1) Provide an appropriate intern placement that allows the Candidate to meet all certification requirements.
  - (2) Release Candidates from ISD responsibilities during regular business hours per outlined schedule found in section 3.iii-v during ISD's school year the Program so that they may attend Program-related trainings, observations, and/or internships.
  - (3) Release Candidates from ISD responsibilities as required to ensure that each Candidate in the Program can meet all teaching and observation hours requirements as per applicable State Board for Educator Certification rules.
  - (4) Release Candidates from ISD responsibilities on an as-needed basis to allow Candidates to participate in an adequate amount of test preparation conducted by the Center. The Parties agree to coordinate Candidates' schedules with a focus on test preparation participation by the Candidates during ISD business hours.
  - (5) Develop a Candidate Participation Agreement that both the ISD and the Center approve and enter into the mutually agreed upon Candidate Participation Agreement with each Candidate prior to their participation in the Program and return the same to the Center before each cohort of Candidates begins the Program.
  - (6) Appoint a qualified liaison to communicate and coordinate on behalf of ISD with HCDE representatives regarding this Agreement. The ISD liaison shall make best efforts to assist HCDE representatives in providing services to Candidates.
  - (7) ISD may change its liaison(s) by providing written notice to HCDE. The representatives of HCDE and ISD shall meet as often as necessary to implement the terms of this Agreement and make such operational suggestions and changes as are needed.
- B. HCDE and ISD will jointly monitor the progress of each Candidate and will share and co-analyze performance data. Candidates shall comply with applicable HCDE, ISD, and/or Program policies, rules, and regulations. Either HCDE or ISD may remove a Candidate from the Program if, in the reasonable opinion of that Party, the Candidate is not making satisfactory progress in the Program; or the Candidate has failed to comply with the rules, regulations, policies, and procedures of HCDE, ISD, or the Program. Upon removal of a Candidate under the terms of this Paragraph, the Party

- removing the Candidate shall provide the other Party with immediate notice of the Candidate's removal and a brief statement of the reasons for the Candidate's removal.
- C. Both Parties agree to collaborate, as necessary, to administer the Program and services described in this Agreement and to act in the best interest of the Candidates. Both Parties shall use collaborative problem-solving techniques and best efforts to resolve issues between the Parties as they may arise.

4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of ISD.
5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and ISD.

ISD agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by ISD. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. Entity will pay HCDE \$0, plus expenses of \$0 per day for services provided in Exhibit A for the 10 candidate seats that are fully funded through the Houston Endowment Grant. If the ISD chooses to purchase any additional candidate seats to the 25-26 cohort, the ISD pays the amount in full (per year) to HCDE for all additional candidate seats. Seats are not refundable and only for one individual per seat to be served. Seats cannot be shared among participants.
7. Invoices. HCDE will invoice ISD for the HCDE programs and services that ISD purchases from HCDE. ISD agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date ISD receives the goods; (2) the date the performance of the service is completed; or (3) the date ISD receives an invoice for the goods or service. If ISD makes a payment to HCDE with a credit card, ISD agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.
9. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:
- By either Party, with or without cause, upon thirty (30) days' prior written notice;
  - By mutual written agreement of the Parties; or
  - By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and ISD or between ISD and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, ISD shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

10. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
11. Conflict of Interest. During the Term of HCDE’s service to ISD, ISD, its personnel and agents, shall not, directly or indirectly, whether for ISD’s own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
12. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
13. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education  
Attn: James Colbert, Jr.  
County School Superintendent  
6300 Irvington Blvd.  
Houston, Texas 77022  
713-694-6300

Cy-Fair ISD (“ISD”)  
Attn: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: 11440 Matzke Rd  
City, State, Zip: Cypress, Texas 77429  
Phone: (281) 897-4000  
Email: \_\_\_\_\_

14. Relation of Parties. It is the intention of the parties that ISD is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and ISD or HCDE and any of ISD’s representatives.
15. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide ISD with programs or services. During the Term of this Agreement, ISD reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.
16. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT

LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

17. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
  - Neither Party waives any immunity afforded to it under applicable law; and
  - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
18. Severability. In the event that any 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 provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
19. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
20. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
21. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
22. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
23. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and ISD have executed this Agreement to be effective on the date specified in Article 1. Term above:

\_\_\_\_\_  
Cy-Fair ISD

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Harris County Department of Education

\_\_\_\_\_  
James Colbert, Jr.

County School Superintendent

\_\_\_\_\_  
Date

Type of Local Governmental Entity (*select one*):

- School District       Charter School  
 County                 City/Municipality  
 University             College  
 State Entity  
 Governmental entity/other: \_\_\_\_\_

**EXHIBIT A  
SCOPE OF WORK**

*District Partnership - Alternative Certification and Support – Cy-Fair ISD*

**Cy-Fair ISD Initial Cohort**

- **2025-2026 CES/CFISD Initial Cohort** (3-year Certification Program for up to 10 teacher candidates)
  - Preservice Coursework
  - Guided Observation Hours
  - Test Preparation
  - Instructional Coaching during Internship
  - Clinical Supervisor Observation
  - Year 3 support
  
- **Cy-Fair ISD Partnership Agreements:**
  - CFISD implements candidate agreements with the 10 candidates (HCDE can provide an example)
  - CFISD agrees to the following structure:
    - CFISD releases the 10 candidates to attend Wednesday Professional Development (pre-service coursework) at Spring ISD Teach Up facilities: weekly during pre-service year
    - CFISD secures subs for any candidates needing them
    - CFISD agrees to district collaboration with CES on teacher support (i.e. communication, access to curriculum, progress meetings, etc.)
  - CFISD commits to monthly meetings starting in February for collaboration on recruitment as well as strategy for funding for future cohorts (CFISD Assistant Director Human Resources & CES Officer of Partnerships & Recruitment)
  - CFISD commits to at least one meeting with Director of Talent Management by end of June to discuss CFISD and HCDE long-term partnership and sustainability

Year	25-26 CFISD Cohort #4 (10 Total Candidates)
Year 1: SY 25-26	Preservice (\$35,000)
Year 2: SY 26-27	Internship (\$20,000)
Year 3 SY 27-28	Year 3 Support (\$10,000)
<b>Total Investment</b>	<b>\$65,000</b>

**Note:** 10 candidate seats are **fully funded through the Houston Endowment**. If Cy-Fair ISD wants to add any additional candidate seats to the 25-26 cohort, Cy-Fair ISD pays the amount in full (per year) to HCDE for all additional candidate seats. Seats are not refundable and only for one individual per seat to be served. Seats cannot be shared among participants.

**WATER METER EASEMENT**  
**(0.0057 - acres)**

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

KNOW ALL BY THESE PRESENTS THAT:

THAT CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT, whose mailing address is 11440 Matzke Rd, Cypress, TX 77429, herein referred to as “Grantor,” as an owner of land within HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 162, a political subdivision of the State of Texas organized by Order of the Texas Water Rights Commission (predecessor to the Texas Commission on Environmental Quality) pursuant to Article XVI, Section 59 of the Constitution of Texas and operating pursuant to Chapters 49 and 54, Texas Water Code, as amended, whose address is 1550 Lamar St, Suite 2000, Houston, Texas 77010, herein referred to as “Grantee”, for and in consideration of the mutual benefits derived therefrom, have TRANSFERRED, BARGAINED, GRANTED, SOLD, CONVEYED, ASSIGNED, SET OVER, and DELIVERED, and by these presents do TRANSFER, BARGAIN, GRANT, SELL, CONVEY, ASSIGN, SET OVER, and DELIVER, to Grantee, its successors and assigns a water meter easement for the construction, reconstruction, maintenance, and operation of a water meter and related appurtenances on, over, under, across, along and through the tract of land located in Harris County, Texas (the “Subject Tract”), said Subject Tract being described by metes and bounds in Exhibit “A,” and illustrated on a map as Exhibit “B,” both of which are attached hereto.

This conveyance is made by Grantor and accepted by Grantee subject to all validly existing restrictions, covenants, rights-of-way, easements, mineral reservations, and royalty reservations of record, if any, to the extent and only to the extent that same validly affect the above-described property.

Grantee shall have all the rights and benefits necessary or appropriate for the full enjoyment or use of the easement herein granted, including, without limiting the same to, the free right of ingress and egress to and from the Easement Tract.

This deed is expressly made subject to all validly existing restrictions, covenants, conditions, rights-of-way, easements, mineral reservations and royalty reservations, of record, if any affecting the above described property insofar as they may be enforceable as against a political subdivision of the State.

TO HAVE AND TO HOLD the above-described water line easement, together with all and singular the rights and appurtenances thereunto in anywise belonging, including all necessary rights of ingress, egress, and regress, subject, however, to the matters herein set forth, unto Grantee, its successors and assigns, forever; and the Grantor does hereby bind itself, its successors and assigns to warrant and forever defend, all and singular, the above-described easement, subject to the matters herein set forth, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

Each party represents that it has not used any agent or broker to bring about this conveyance and agree that no fee is due any agent or broker by reason hereof.

This conveyance may be executed in a number of counterparts, each of which shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument.

EXECUTED and DELIVERED at Harris County, Texas, to be effective as of \_\_\_\_\_, 2025.

**GRANTOR:**

CYPRESS-FAIRBANKS  
INDEPENDENT SCHOOL DISTRICT

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2025,  
by \_\_\_\_\_,  
of Cypress-Fairbanks Independent School District.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)

**After recording, please return to:**  
**Kaitlyn Malek**  
**Norton Rose Fulbright US LLP**  
**1550 Lamar St, Suite 2000**  
**Houston, Texas 77010**

**GRANTEE:**

**HARRIS COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 162**

By: *[Signature]*

Name: *Penny S Johnson*

Title: *PRESIDENT HC MUD 162*

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 9<sup>th</sup> day of April, 2025,  
by Penny Johnson, President, Board of Directors of Harris County Municipal Utility District No.  
162, on behalf of said District.



*[Signature]*  
Notary Public, State of Texas

My Commission Expires: December 21, 2026

(NOTARY SEAL)

## WATER METER EASEMENT

0.0057 ACRE  
250 SQUARE FEET  
W.C.R.R. CO. SURVEY  
ABSTRACT NO. 939  
HARRIS COUNTY, TEXAS

FIELD NOTE DESCRIPTION of a 0.0057 acre (250 square foot) tract of land located in the W.C.R.R. CO. Survey, Abstract Number 939, Harris County, Texas and said 0.0057 acre tract of land being out of and a part of Restricted Reserve "F", Copperfield Middlegate Village, Section One, a subdivision recorded under Volume (Vol.) 288, Page (Pg.) 120, of the Harris County Map Records (H.C.M.R.) and out of and a part of the tract described in the deed to Cypress-Fairbanks Independent School District recorded under Harris County Clerk's File Number (H.C.C.F. No.) G361233, said 0.0057 acre tract being more particularly described by metes and bounds as follows: (The bearings described herein are oriented to the Texas Coordinate System, South Central Zone, NAD 1983.)

COMMENCING at the intersection of southwesterly Right-of-Way line of Willow River Drive (based on a width of 60 feet) recorded under Vol. 288, Pg. 120, H.C.M.R. and the southeasterly line of the 160-foot drainage easement described in the deed to Harris County Flood Contril District, recorded under H.C.C.F. No. F540268 being the north corner of said Restricted Reserve "F";

THENCE, South 58 degrees 36 minutes 39 seconds East, departing the southeasterly line of said 160-foot drainage easement and along the southwesterly R.O.W. line of said Willow River Drive, a distance of 10.52 feet, to a 5/8-inch iron rod found marking the beginning of a curve to the right;

THENCE, in a southeasterly direction, continuing along the southwesterly R.O.W. line of said Willow River Drive and along said curve to the right, having a radius of 970.00 feet, a central angle of 10 degrees 26 minutes 49 seconds (chord bears, South 53 degrees 23 minutes 15 seconds East, 176.62 feet) and an arc distance of 176.86 feet, to the POINT OF BEGINNING and the north corner of the herein described tract;

THENCE, in a southeasterly direction, continuing along the southwesterly R.O.W. line of said Willow River Drive and said curve to right, having a radius of 970.00 feet, a central angle of 00 degrees 35 minutes 27 seconds (chord bears, South 47 degrees 52 minutes 07 seconds East, 10.00 feet) and an arc distance of 10.00, to the east corner of the herein described tract;

THENCE, South 40 degrees 21 minutes 27 seconds West, departing the southwesterly R.O.W. line of said Willow River Drive and over and across aforesaid Restricted Reserve "F", a distance of 25.00 feet, to the south corner of the herein described tract;

THENCE, North 47 degrees 52 minutes 09 seconds West, continuing over and across said Restricted Reserve "F", a distance of 10.00 feet, to the west corner of the herein described tract;

THENCE, North 40 degrees 21 minutes 27 seconds East, continuing over and across said Restricted Reserve "F", a distance of 25.00 feet, to the POINT OF BEGINNING and containing a computed area of 0.0057 acre (250 square feet) of land as depicted on the Water Meter Easement Exhibit dated: January 29, 2025, prepared by West Belt Surveying, Inc., Project No. S855-0046B.

West Belt Surveying, Inc.  
Certified Firm No. 10073800  
21020 Park Row  
Katy, Texas 77449  
(281) 599-8288



*Joel D. Walker*  
Joel D. Walker Date: 1/29/25  
Texas Registration No. 5189

**ABBREVIATIONS**

ESMT.—EASEMENT  
 FC.—FILM CODE  
 FND.—FOUND  
 H.C.C.F.—HARRIS COUNTY CLERK'S FILE  
 H.C.M.R.—HARRIS COUNTY MAP RECORDS  
 I.R.—IRON ROD  
 No.—NUMBER  
 PG.—PAGE  
 R.O.W.—RIGHT-OF-WAY  
 SQ. FT.—SQUARE FEET  
 VOL.—VOLUME

LINE	BEARING	LENGTH
L1	S58°36'39"E	10.52'
L2	S40°21'27"W	25.00'
L3	N47°52'09"W	10.00'
L4	N40°21'27"E	25.00'

**POINT OF COMMENCING**

5/8" I.R. FND.

160' DRAINAGE ESMT.  
 HARRIS COUNTY FLOOD CONTROL DISTRICT  
 H.C.C.F. No. F540268

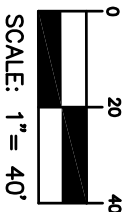
RESTRICTED RESERVE "F"  
 COPPERFIELD MIDDLEGATE VILLAGE  
 SECTION ONE  
 VOL. 288, PG. 120, H.C.M.R.

J.W. BELL SURVEY, A-1150  
 W.C.R.R. Co. SURVEY, A-939

CYPRESS FAIRBANKS INDEPENDENT SCHOOL DISTRICT  
 H.C.C.F. No. G361233

WILLOW RIVER DRIVE  
 VOL. 288, PG. 120, H.C.M.R.  
 Δ=10°26'49" R=970.00' L=176.86'  
 CB=S53°23'15"E CL=176.62'

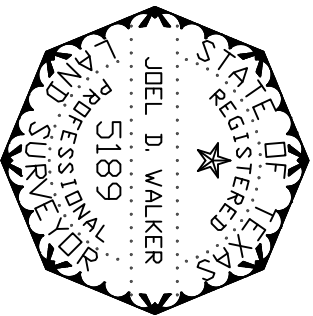
- SURVEYOR'S NOTES:**
1. THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.
  2. THERE IS A METES & BOUNDS DESCRIPTION OF THE 0.0057 ACRE TRACT SHOWN HEREON, DATED: JANUARY 29, 2025, THAT ACCOMPANIES THIS PLAT.
  3. THIS EXHIBIT HAS NOT BEEN STAKED ON THE GROUND.



**POINT OF BEGINNING**

0.0057 ACRE  
 (250 SQ. FT.)

TO: CYPRESS FAIRBANKS INDEPENDENT SCHOOL DISTRICT  
 THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1B, CONDITION 3 SURVEY AND THE CURRENT MINIMUM REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYING ACT.  
 1/29/25  
 DATE  
 JOEL D. WALKER, R.P.L.S.  
 TEXAS REGISTRATION NO. 5189



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	10.00'	970.00'	0°35'27"	S47°52'07"E	10.00'

NO.	DATE	REVISIONS

SCALE: 1" = 40'  
 DRAWN BY: AN  
 PROJECT NO. S855-0046B  
 DATE: JANUARY 29, 2025

0.0057 ACRE (250 SQ. FT.)  
 WATER METER EASEMENT  
 OUT OF THE  
 W.C.R.R. CO. SURVEY  
 ABSTRACT NO. 939  
 HARRIS COUNTY, TEXAS



21020 PARK ROW  
 KATY, TX. 77449  
 PHONE: (281) 599-8288  
 FAX: (281) 492-6026  
 CERTIFIED FIRM NO. 100728800



# Labay Middle School



Imagery ©2025 Airbus, Maxar Technologies, Map data ©2025 100 ft

**WATER METER EASEMENT**  
**(0.0057 Acre)**

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL ESTATE BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT ("Grantor") for and in consideration of the sum of Ten and No/00 Dollars (\$10.00) cash in hand and other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, paid by **HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 102**, a body politic organized and existing under the laws of the State of Texas whose address is 9 Greenway Plaza, Suite 1000, Houston, Texas 77046 ("Grantee"), its successors and assigns, a non-exclusive, water meter easement (the "Easement") in, over and across that certain tract of land more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Easement Tract"). For purposes hereof Grantor and Grantee may hereinafter be referred to collectively as, the "Parties" or in the singular as, a "Party."

The Easement herein granted shall be used solely for the purposes of placing, constructing, operating, clearing, repairing, maintaining, reconstructing, rebuilding, replacing, removing and/or relocating (but only within the Easement Tract) one (1) or more water meter(s) and related facilities and appurtenances (including, but not limited to, meter vaults) as may from time to time be deemed necessary by Grantee (in its sole discretion) in connection with the use, operation, transportation and furnishing of water services upon, across, over and through the Easement Tract (collectively, the "Facilities") and giving unto said Grantee, its agents, employees, workmen, and representatives all of the rights and benefits necessary or appropriate for the full enjoyment or use of the Easement herein granted, including, without limiting the same, the free right of ingress and egress to and from the Easement Tract.

It is expressly understood and agreed by and between the Parties that this Easement shall be subject to and governed by the following provisions:

(1) The Easement, rights, and privileges granted herein are non-exclusive, and Grantor reserves and retains the right to use the Easement Tract for all purposes which do not interfere with the rights hereby granted and provided that under no circumstances shall Grantor place any houses, garages, buildings or other similar structures in, on, under, over or across the Easement Tract. Notwithstanding anything contained herein that may be construed to the contrary, Grantor is expressly prohibited from exercising any rights in the Easement Tract that would interfere with or abridge the rights herein granted to Grantee.

(2) Grantee, at Grantee's sole expense, shall be solely responsible for the maintenance of the Facilities. Notwithstanding the foregoing, if the need for any maintenance, repair or replacement of any Facilities shall have arisen solely due to damage (other than reasonable wear and tear) caused by Grantor (or anyone claiming through Grantor), then such Grantor (at its sole cost) shall, nevertheless, be responsible for and have the right to promptly repair such damage or replace such portion of the Facilities so that the Facilities are restored to the same or better condition than existed prior to such damage.

(3) The easement, rights and privileges herein granted shall be perpetual or for so long as Grantee shall utilize the easement for the purposes intended, provided, however, the Easement, rights and privileges granted herein shall terminate when, or at such time as, the purposes hereof cease to exist, are abandoned by Grantee, or become impossible of performance. Notwithstanding anything herein to the contrary, this Easement shall automatically terminate at such time as the Easement Tract is dedicated to the public for utility purposes by plat in the Map/Plat Records of Harris County, Texas or other separate instrument of record in the Official Public Records of Real Property of Harris County, Texas.

(4) Subject to the further provisions hereof, Grantee, its agents, employees, workmen and representatives, shall have the right and privilege of ingress and egress across the Easement Tract as may be necessary to lay, construct, install, maintain, repair, relocate, replace, remove, modify and operate the Facilities across, along, under, over, upon and through the Easement Tract, and may enter upon the Easement Tract to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantee's rights shall include, without limitation, the right to clear and remove trees, undergrowth, shrubbery, and other improvements from within the Easement Tract and the right to bring and operate such equipment on the Easement Tract as may be necessary, requisite, convenient, or appropriate to effectuate the purposes for which the Easement is granted.

(5) Grantee shall not be obligated to replace or restore any trees, growth, shrubbery, sidewalks, roads, parking surfaces, power lines, lighting fixtures or other improvements or obstructions removed from within the Easement Tract in connection with the construction, installation, repair, maintenance, relocation, replacement, removal, upgrade, change in the size of, operation, placement, inspection, protection, or alteration of the Facilities.

(6) During or immediately after any work on the Easement Tract by Grantee pursuant to the rights granted hereby, Grantor, at its sole cost and expense, shall take all reasonable measures to restore the improvements, surfacing materials, and other facilities belonging to the owner of the Easement Tract, including landscaping and fences situated on the Easement Tract, to the condition which existed prior to such operations.

(7) If a Party (the "Breaching Party") fails to comply with any term of this instrument and does not cure the same (i) within thirty (30) days after receipt of written notice from the other Party (the "Non-Breaching Party") (or such longer period as is reasonably necessary for cure, provided that the Breaching Party commences remedial action within such thirty (30) day period and diligently pursues the same to completion), or (ii) immediately (in situations where there is an imminent threat of harm to persons or property, blockage or material impairment of easement rights), then the Non-Breaching Party may (without

obligation), at its election and in addition to any other remedies available to it at law, in equity and/or by virtue of this instrument, cure such failure for and on behalf of the Breaching Party. In such event, the Breaching Party shall pay to the Non-Breaching Party on demand any reasonable amount that the Non-Breaching Party expends for such purpose, together with costs of enforcement and interest at the maximum rate of interest permitted under law, including, without limitation Chapter 2251 of the Texas Government Code.

(8) It is understood and agreed this instrument does not constitute a conveyance of any part of the land above-described nor of the mineral interests therein and thereunder, but only grants water meter easement rights to Grantee.

(9) The Easement, rights, and privileges herein granted shall be subject to all easements, restrictions and reservations of record in the Official Public Records of Real Property of Harris County, Texas, to the extent in effect and validly enforceable against the Easement Tract (the "Permitted Encumbrances"), provided, however, to the extent that Grantor has the ability to enforce any of the Permitted Encumbrances, Grantor will not do so in a manner that would unreasonably prejudice or interfere with the exercise of Grantee's rights in the Easement and use of the Easement Tract for the purposes set forth herein.

(10) The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective successors and assigns. Grantee's rights hereunder may also be exercised, at Grantee's option, by Grantee's lessees, licensees, contractors, agents, guests and invitees.

(11) The prevailing Party in any suit, action or other proceeding instituted in connection with any controversy arising out of this instrument or the Easement shall be entitled to recover all costs and reasonable attorney's fees from the other Party.

(12) The individual signing this instrument on behalf of Grantor represents that he/she has the requisite authority to bind Grantor.

(13) Neither Party's failure to insist on strict performance of any part of this instrument shall be construed as a waiver of the performance in any other instance.

(14) This instrument shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to conflict of laws, principles, and venue for any suit, action, or proceeding instituted in connection with any controversy arising out of this instrument (or the Easement) shall be the state courts situated in Harris County, Texas.

(15) This instrument may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one (1) instrument.

TO HAVE AND TO HOLD, subject to the matters set forth herein and the Permitted Encumbrances, the Easement, together with all and singular, the rights and appurtenances thereto in any wise belonging, including all necessary rights to ingress, egress, and regress, unto Grantee to be used for said purpose, forever; and Grantor does hereby bind itself and its successors and assigns TO WARRANT AND FOREVER DEFEND all and singular the above

described Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through, or under Grantor, but not otherwise.

[Remainder of page intentionally blank]

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**GRANTOR:**

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT

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

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_ 2025, by \_\_\_\_\_, acting in the capacity as \_\_\_\_\_ of Cypress-Fairbanks Independent School District, on behalf of said School District.

[Seal]

\_\_\_\_\_  
Notary Public – State of Texas

**EXHIBIT "A"**  
**(Easement Tract)**

WATER METER EASEMENT

0.0057 ACRE  
250 SQUARE FEET  
M. MCCORMICK SURVEY  
ABSTRACT NO. 533  
HARRIS COUNTY, TEXAS

FIELD NOTE DESCRIPTION of a 0.0057 acre (250 square foot) tract of land located in the M. McCormick Survey, Abstract Number 533, Harris County, Texas and said 0.0057 acre tract of land being out of and a part of Restricted Reserve "A", The Colonies School Site, a subdivision recorded under Volume (Vol.) 343, Page (Pg.) 122, of the Harris County Map Records (H.C.M.R.) and out of and a part of the called 38.0050 acre tract described in the deed to Cypress-Fairbanks Independent School District recorded under Harris County Clerk's File Number (H.C.C.F. No.) F012709, said 0.0057 acre tract being more particularly described by metes and bounds as follows: (The bearings described herein are oriented to the Texas Coordinate System, South Central Zone, NAD 1983.)

COMMENCING at a 5/8-inch iron rod with cap stamped "Cotton Survey" found in the northerly Right-of-Way (R.O.W.) line of Hamstead Park Drive (based on a width of 60 feet) recorded under Vol. 343, Pg. 122, H.C.M.R. marking the southwest corner of Lot 28, Block 1, Jamestown Colony, Section Two, a subdivision recorded under Film Code Number 359088, H.C.M.R. and the southeast corner of said Restricted Reserve "A" and the beginning of a curve to the left;

THENCE, in a southwesterly direction, along the northerly R.O.W. line of said Hamstead Park Drive and along said curve to the left, having a radius of 530.00 feet, a central angle of 06 degrees 15 minutes 55 seconds (chord bears, South 87 degrees 04 minutes 21 seconds West, 57.93 feet) and an arc distance of 57.95 feet, to the POINT OF BEGINNING and the southeast corner of the herein described tract;

THENCE, in a southwesterly direction, continuing along the northerly R.O.W. line of said Hamstead Park Drive and said curve to the left, having a radius of 530.00 feet, a central angle of 01 degrees 04 minutes 52 seconds (chord bears, South 83 degrees 23 minutes 57 seconds West, 10.00 feet) and an arc distance of 10.00 feet, to the southwest corner of the herein described tract;

THENCE, North 07 degrees 21 minutes 37 seconds West, departing the northerly R.O.W. line of said Hamstead Park Drive and over and across aforesaid Restricted Reserve "A", a distance of 25.00 feet, to the northwest corner of the herein described tract;

THENCE, North 83 degrees 23 minutes 57 seconds East, continuing over and across said Restricted Reserve "A", a distance of 10.00 feet, to the northeast corner of the herein described tract;

THENCE, South 07 degrees 21 minutes 37 seconds East, continuing over and across said Restricted Reserve "A", a distance of 25.00 feet, to the POINT OF BEGINNING and containing a computed area of 0.0057 acre (250 square feet) of land as depicted on the Water Meter Easement Exhibit dated: January 29, 2025, prepared by West Belt Surveying, Inc., Project No. S855-0045B.

West Belt Surveying, Inc.  
Certified Firm No. 10073800  
21020 Park Row  
Katy, Texas 77449  
(281) 599-8288



*Joel D. Walker*  
Joel D. Walker      Date: 1/29/25  
Texas Registration No. 5189

**SURVEYOR'S NOTES:**

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.
2. THERE IS A METES & BOUNDS DESCRIPTION OF THE 0.0057 ACRE TRACT SHOWN HEREON, DATED: JANUARY 29, 2025, THAT ACCOMPANIES THIS FLAT.
3. THIS EXHIBIT HAS NOT BEEN STAKED ON THE GROUND.

**ABBREVIATIONS:**

- FC-FILM CODE
- FND.-FOUND
- H.C.C.F.-HARRIS COUNTY CLERK'S FILE
- H.C.M.R.-HARRIS COUNTY MAP RECORDS
- I.R.-IRON ROD
- No.-NUMBER
- PG.-PAGE
- R.O.W.-RIGHT-OF-WAY
- SQ. FT.- SQUARE FEET
- VOL.-VOLUME

RESTRICTED RESERVE "A"  
 THE COLONIES SCHOOL SITE  
 VOL. 343, PG. 122, H.C.M.R.  
 CALLED 38.0050 ACRES  
 CYPRESS-FAIRBANKS  
 INDEPENDENT SCHOOL DISTRICT  
 H.C.C.F. No. F012709

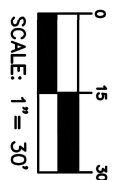
HAMSTEAD PARK DR.  
 (60' R.O.W.)  
 VOL. 343, PG. 122 H.C.M.R.

L2  
 0.0057 ACRE  
 (250 SQ. FT.)

POINT OF COMMENCING  
 5/8" I.R. FND. W/ CAP  
 "COTTON SURVEYING"

LOT 27  
 JAMESTOWN COLONY  
 SECTION TWO  
 F.C. No. 359088, H.C.M.R.

LOT 28



C1  
 POINT OF BEGINNING

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	57.95'	530.00'	61°5'55"	S87°04'21"W	57.93'
C2	10.00'	530.00'	1°04'52"	S83°23'57"W	10.00'



LINE TABLE			
LINE	BEARING	LENGTH	
L1	N07°21'37"W	25.00'	
L2	N83°23'57"E	10.00'	
L3	S07°21'37"E	25.00'	

TO: CYPRESS FAIRBANKS INDEPENDENT SCHOOL DISTRICT  
 THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1B, CONDITION 3 SURVEY AND THE CURRENT MINIMUM REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYING ACT.

DATE: 1/29/25  
 JOEL D. WALKER, R.P.L.S.  
 TEXAS REGISTRATION NO. 5189

NO.	DATE	REVISIONS

0.0057 ACRE (250 SQ. FT.)  
 WATER METER EASEMENT  
 OUT OF THE  
 M. MCCORMICK SURVEY  
 ABSTRACT NO. 533  
 HARRIS COUNTY, TEXAS

**WEST BELT**

SURVEYING, INC.

21080 PARK ROW  
 KATY, TX. 77449  
 PHONE: (281) 399-8288  
 FAX: (281) 492-0056  
 CERTIFIED FTSAL NO. 10073800





# Property Acquisition Services, LLC

MEMBER OF THE RIGHT OF WAY  
EASEMENT ACQUISITION TEAM  
FOR THE NORTH HARRIS COUNTY  
REGIONAL WATER AUTHORITY

April 7, 2025

**BY REGULAR & CERTIFIED MAIL RRR:  
9589 0710 5270 1887 9573 54**

Cypress-Fairbanks Independent School District  
Attn: Matt Morgan, Chief Operations Officer  
11440 Matzke Road, 5<sup>th</sup> Floor  
Houston, TX 77429

Re: Offer to Purchase Right of Way and Easement  
Parcel: 37I-11; Harris County, Texas

Dear Mr. Morgan:

The North Harris County Regional Water Authority (the “Authority”) has determined a public necessity exists for the acquisition, establishment, development, and construction of facilities for the transportation, distribution, and delivery of water to and within the Authority’s boundaries. Consistent with that determination, the Authority needs to acquire easement rights to build a water pipeline and related facility. The project will require property you own in Harris County, Texas.

Under Texas law, entities having the power of eminent domain must advise property owners of their rights and options in connection with negotiations for the acquisition of property and property interests that are to be put to public use. Accordingly, on behalf of the Authority, enclosed is a copy of the Landowner’s Bill of Rights adopted by the Texas Legislature and an associated description of condemnation procedures prepared by the Texas Attorney General. In accordance with State law, it is the policy of the Authority to negotiate with the fee owner(s) of the property with the understanding that the fee owner(s) will, in turn, negotiate with any lessee or other party who may own any interest in the property or improvements located within the property. While the Authority looks forward to working with you on reaching an amicable resolution to this matter, please be advised the Authority is prohibited by law from paying you any professional fees (including for example, legal, appraisal, or engineering fees) that you may choose to incur.

Based on an independent appraisal of your property and the real property interests the Authority wishes to acquire, **the Authority offers the sum of \$66,400.00 for the acquisition, which includes \$66,400.00 for the easement(s) to be purchased and \$0.00 for damages to the remaining property.** The terms and conditions for the acquisition as well as the proposed form of Right of Way and Easement Agreement are attached. A copy of the appraisal also is enclosed for your review.

Should you desire to accept this offer, please contact Mike Mahar, a representative of the Authority, at (281) 343-7171 as soon as possible, and we can then arrange for an exchange of the specified compensation for an executed copy of the enclosed Right of Way and Easement Agreement. If this offer is not accepted within thirty (30) days of your receipt of this letter, it will be assumed that you decline to proceed with a sale on these terms.

You may discuss this offer and all of its contents with others or keep it confidential, unless it is subject to Chapter 552 of the Texas Government Code.

If you have any questions regarding this matter or wish to discuss these issues further, please do not hesitate to contact Mike Mahar. The Authority can also be reached through its Design Manager, Rajinder Singh, at (281) 440-3924. We look forward to hearing from you soon.

Very truly yours,



Mike Mahar  
ROW Manager

Enclosures: Summary of Terms of Acquisition  
ROW and Easement Agreement  
Appraisal Report  
Texas Landowner's Bill of Rights

**SUMMARY OF TERMS OF ACQUISITION**

SELLER(s) agrees to sell, and BUYER agrees to buy, the easement rights described in the Right of Way and Easement Agreement according to the following terms and conditions.

- 1. Seller(s): Cypress-Fairbanks Independent School District
- 2. Buyer: North Harris County Regional Water Authority ("Authority")
- 3. Subject Property: Unencumbered Easement as described in the attached Right of Way and Easement Agreement.
- 4. Terms of Possession: Possession at time of closing.
- 5. Just Compensation: \$66,400.00
- 6. All closing costs and costs of title insurance (if required by the Authority) will be paid by the Authority.
- 7. Term of Offer: Please indicate your acceptance or rejection of this offer within thirty (30) calendar days from your receipt of this letter.

**BUYER:**

North Harris County Regional Water Authority

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**SELLER:**

Cypress-Fairbanks Independent School District

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**RIGHT OF WAY AND EASEMENT AGREEMENT**

**RIGHT OF WAY AND EASEMENT AGREEMENT**

THE STATE OF TEXAS                   §  
  §    KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF HARRIS                   §

THAT FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas (being referred to herein as “Grantor,” whether one or more) does hereby grant, sell, and convey unto the NORTH HARRIS COUNTY REGIONAL WATER AUTHORITY (the “Authority”), a governmental agency and body politic and corporate situated in Harris County, Texas, and having a mailing address of 3648 Cypress Creek Parkway, Suite 110, Houston, Texas 77068, Attention: General Manager, its successors and assigns, a perpetual, unobstructed right of way and easement to lay, construct, alter, maintain, inspect, operate, service, repair, replace, relocate, change the size of, protect, patrol, and remove an underground water line together with appurtenances for the operation thereof (such water line and appurtenances being referred to herein collectively as the “Line”), over, through, under, and across a strip of land of twenty (20’) feet in width (the “Easement Area”), more particularly described on Exhibits A and B attached hereto and made a part hereof, together with the right of (i) unimpaired ingress and egress to and from said Easement Area on public and private roads and (ii) unimpaired access on, over, and through said Easement Area for any and all purposes necessary and incident to the exercise of the aforesaid rights.

During the initial construction of the Line, the Authority shall have the temporary right to use a temporary work area (the “Temporary Construction Easement”), as described on Exhibits C and D attached hereto and made a part hereof. The Authority’s rights in and to such temporary work area, and its right to use the same, shall begin on January 1, 2026 and expire upon completion of construction or two (2) years from January 1, 2026, whichever occurs first.

TO HAVE AND TO HOLD said right of way and easement unto the Authority, its successors and assigns, until said right of way and easement is abandoned and released by the Authority, its successors or assigns, in a recordable instrument that is filed in the real property records of Harris County, Texas.

The above-described right of way and easement is subject to the following terms and conditions:

1. Subject to the conditions and limitations herein, Grantor reserves the right (i) to grant additional easements and rights of way across (but not along) the Easement Area to such other persons or entities and for such purposes as Grantor may desire, including the right to dedicate private and public roads and streets, underground water lines, storm water lines, sanitary sewer lines, and other utilities across (but not along) the Easement Area and (ii) to construct or locate across the surface of the Easement Area landscaping (but not trees), irrigation systems, paved uncovered parking areas together with associated curbs, fences, private lighting, private electrical lines, jogging trails, sidewalks, and signage. The uses of and

improvements permitted on the Easement Area, as specified in clauses (i) and (ii) above or as otherwise approved by the Authority pursuant to the terms of this Right of Way and Easement Agreement, are referred to herein as the “Permitted Encroachments.”

In all cases in which Grantor exercises rights specified in clauses (i) through (ii) above, Grantor shall grant, dedicate, or construct the Permitted Encroachments only in such a manner that: the Line is not endangered, obstructed, damaged, or interfered with; access to the Easement Area and the Line is not interfered with; the grade of the Easement Area is not changed and cover over the Line is not reduced below seventy-two inches (72”); the Line is left with proper, sufficient, and permanent support; use of the Easement Area for the purposes set forth herein is not unreasonably interfered with; and any easements, rights of way, road or street dedications, roads, streets, water lines, storm sewer lines, sanitary sewer lines, and other utilities shall cross the Easement Area at an angle of not less than seventy-five degrees (75°) nor more than one-hundred and five degrees (105°) to the Line. Further, in connection with the design and installation of any Permitted Encroachments, vertical and horizontal separation shall be maintained between the Permitted Encroachments and the Line as may be prescribed by law or good engineering practices, but in no event shall any Permitted Encroachments be constructed or installed so as to have separation of less than thirty-six inches (36”) from the Line; provided, however, that with respect to roads, streets, and paved parking areas, there shall be maintained separation of not less than sixty inches (60”) between the bottom of the road, street, or paved parking area and the top of the Line.

Grantor shall be required to submit construction plans to the Authority at least three (3) months prior to the commencement of construction of any Permitted Encroachments, and the Authority shall have one (1) month from the date the plans are received, in a form consistent with the standards of the Authority, to review said plans and submit to Grantor construction requirements, if any, for the protection of the Line within the Easement Area or which are otherwise deemed necessary to avoid unreasonable interference with the Authority’s exercise of the rights granted herein. If so submitted by the Authority, Grantor shall incorporate any such requirements in its plans for construction of the Permitted Encroachments and shall construct the Permitted Encroachments in a manner consistent with such requirements. Additionally, if the Line has not been constructed at the time the Authority receives such plans and the Authority then has the intention to commence construction (or cause the commencement of construction) of the Line anywhere within the Easement Area within the ensuing six (6) months, the Authority may require the Grantor to delay the commencement of construction of the proposed Permitted Encroachments until the completion of construction of that portion of the Line where such proposed Permitted Encroachments are to be located. However, during such time period, Grantor shall not be precluded from proceeding with construction activities on portions of the property outside the Easement Area, and the Authority shall allow reasonable access across the Easement Area to such portions of the property.

Grantor must notify the Authority in writing at least one (1) week prior to the initiation of construction on the Easement Area. The Authority shall have the right to monitor such construction activities and may halt construction if any Permitted Encroachments are not being built to specifications.

2. Grantor shall not build, create, construct, or install or permit to be built, created, constructed, or installed any house, building, obstruction, water-retaining structure, or other structure, facility, or improvement under, upon, in, or over the Line or the Easement Area without the prior written consent of the Authority, (i.e. Permitted Encroachment). Absent such Permitted Encroachment, the Authority shall be entitled, at its option at any time, to remove the same without obligation to restore the same or any other liability to Grantor. The Authority also shall be entitled, at its option at any time, to remove Permitted Encroachments, subject to the obligation of the Authority to restore any such Permitted Encroachments as provided in Par. 6. Upon completion of the construction of Permitted Encroachments, Grantor shall submit record drawings to the Authority indicating the location and specifications of the Permitted Encroachments.
3. Following any activities by Grantor on the Easement Area, whether in connection with the construction of Permitted Encroachments or otherwise, Grantor shall be responsible for restoring the surface of the Easement Area in a timely manner. Further, in the event Grantor's activities on the Easement Area, whether in connection with the construction of Permitted Encroachments or otherwise, cause damage to the Line, the Authority will be entitled to make the necessary repairs to the damaged portion of the Line, and Grantor shall compensate the Authority for the cost of repairing such damage.
4. The consideration that the Authority has paid to Grantor concurrent with the granting of the above-described right of way and easement and temporary work area includes payment for all damages and injuries necessarily caused by the laying, and construction of the Line within the Easement Area.
5. The Authority shall, at the time of construction, bury the Line (exclusive of appurtenances and equipment customarily located at or near ground level) to a depth of at least sixty inches (60") below the surface of the ground and thereafter shall not alter or change the Line such that it would permanently remain at a lesser depth.
6. Within a reasonable time following completion of the construction of the Line, and thereafter following each entry upon the Easement Area for purposes authorized herein, the Authority shall, to the fullest extent reasonably practicable, clean up and restore the surface of the Easement Area and the Temporary Construction Easement to the condition that existed immediately prior to such entry and activities on the Easement Area and the Temporary Construction Easement by the Authority. The Authority shall at all times have the right, but not the obligation, to keep the Easement Area clear of trees, overhanging limbs, undergrowth, and brush.

7. Grantor reserves all rights, if any, in and to oil, gas, sulphur, uranium, fissionable materials, and other minerals under the surface of the Easement Area; provided, however, that Grantor shall not be permitted to explore, drill, mine, produce, or operate for oil, gas, sulphur, uranium, fissionable materials, or other minerals on the surface of the Easement Area, but will be permitted to extract such minerals and materials from under the Easement Area by directional drilling or other means from land located outside the boundaries of the Easement Area so long as the equipment (and any wells) used in connection therewith are no closer than three hundred feet (300') to the bottom of the Line and so long as the use of the Easement Area is not disturbed and the Line is left with proper, sufficient, and permanent support and is not endangered, obstructed, damaged, or interfered with.
8. It is the intention of Grantor and the Authority that the strip of land comprising the Easement Area shall extend completely across Grantor's property. Accordingly, it is understood and agreed that, in the event that it should ever be determined that either boundary line at which the Easement Area enters and exits Grantor's property has not been properly located or that there is a conflict between calls for the boundary lines included in Exhibit A hereto and the actual boundary lines as subsequently determined (including the boundaries of any strips, gores, rights-of-way, or other pieces of property in which Grantor owns an interest), the Easement Area shall be deemed to be extended in length in order that the intention of the parties will be effectuated.

The foregoing terms, conditions, and provisions shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns, as applicable, of Grantor and the Authority. The rights granted to the Authority (and the obligations of the Authority hereunder) may be assigned in whole or in part by the Authority.

Grantor warrants that Grantor owns the land subject to the above-described right of way and easement in fee simple, that Grantor has the right, title, and power to convey the rights granted herein, and that Grantor shall execute any further assurance of title reasonably requested by the Authority, its successors or assigns.

This Right of Way and Easement Agreement may be executed in multiple counterpart originals that, when taken together, shall constitute one and the same instrument.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Grantor has hereunto set his hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR**

CYPRESS FAIRBANKS INDEPENDENT SCHOOL DISTRICT, an independent school district and a political subdivision of the State of Texas

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ of Cypress Fairbanks Independent School District, an independent school district and a political subdivision of the State of Texas, on behalf of said independent school district and political subdivision.

\_\_\_\_\_  
Notary Public's Signature

(NOTARY SEAL)

**EXHIBIT A**

**TRACT 37I-11A WLE  
NHCRWA  
WATER LINE EASEMENT (WLE)**

**METES AND BOUNDS OF  
0.2066-ACRE OF LAND SITUATED IN THE  
J. W. BAKER SURVEY, ABSTRACT 116  
HARRIS COUNTY, TEXAS**

Being a 0.2066-acre (9,000 square feet) tract out of Restricted Reserve "A", Block 1, Cypress Fairbanks ISD Elementary No 50, as recorded in Film Code No. 628158 of the Harris County Map Records (H.C.M.R.) and also being out of a tract of land conveyed to Cypress-Fairbanks Independent School District, recorded under Harris County Clerk's File (H.C.C.F.) No. 20070750565 of the Official Public Records of Real Property of Harris County (O.P.R.R.P.H.C.), situated in the J. W. Baker Survey, Abstract 116, Harris County, Texas; said tract being further described by metes and bounds as follows:

**COMMENCING** (having the Texas State Plane Coordinate: N=13,932,798.33, E=2,995,815.99) at a 5/8-inch iron rod with cap stamped "Cotton" found in the existing south right-of-way of Schiel Road (100 feet wide per Volume N, Page 380 of the Harris County Commissioners' Court Minutes and Film Code Nos. 632229, 628158, 663096 and 553034, H.C.M.R.) for the northeast corner of said Restricted Reserve "A" and the northwest corner of Restricted Reserve "A", Block 1, Fairfield Village North Sec 17, recorded in Film Code No. 663096, H.C.M.R.;

**THENCE** South 03°45'10" East, along the west line of said Fairfield Village North Sec 17 and the east line of said Restricted Reserve "A", a distance of 30.00 feet to a point;

**THENCE** South 87°42'41" West, parallel to and 30 feet south of the south right-of-way line of said Schiel Road and the north line of said Restricted Reserve "A", a distance of 292.36 feet to a 3/8-inch iron rod with cap stamped "Landtech" set in the common line of said Restricted Reserve "A" and Restricted Reserve "B" of said Block 1, Cypress Fairbanks ISD Elementary No 50 for the **POINT OF BEGINNING** (having the Texas State Plane Coordinate: N=13,932,756.71, E=2,995,525.86) and the northeast corner of the herein described tract;

**THENCE** South 02°17'19" East, along the common line of said Restricted Reserve "A" and said Restricted Reserve "B", a distance of 20.00 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for the southeast corner of the herein described tract;

**THENCE** South 87°42'41" West, parallel to and 50 feet south of the south right-of-way line of said Schiel Road and the north line of said Restricted Reserve "A", a distance of 450.00 feet to a 3/8-inch iron rod with cap stamped "Landtech" set in the east right-of-way line of Fairfield Place Drive (100 feet wide per Film Code 623271, H.C.M.R.) and the west line of said Restricted Reserve "A" for the southwest corner of the herein described tract;

**THENCE** North 02°17'19" West, along the west line of said Restricted Reserve "A" and the east right-of-way line of said Fairfield Place Drive, a distance of 20.00 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for the northwest corner of the herein described tract;

**THENCE** North 87°42'41" East, parallel to and 30 feet south of the south right-of-way line of said Schiel Road and the north line of said Restricted Reserve "A", a distance of 450.00 feet to the **POINT OF BEGINNING** and containing 0.2066-acre (9,000 square feet) of land.

NOTES

Bearings based on the Texas Coordinate System of 1983, South Central Zone. Distances are surface value and may be converted to grid by multiplying by a combined scale factor of 0.99992513. Coordinates are grid value and may be converted to surface by multiplying 1.000074876.

A separate Exhibit Map dated February 13, 2025 accompanies this Metes & Bounds Description.



2/13/25

Hong Yang  
Texas Registered Professional Land Surveyor 6557

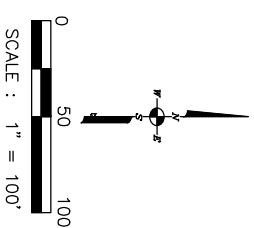


Landtech, Inc.  
1315 W Sam Houston Parkway N, Suite 100  
Houston, TX 77043  
713-861-7068  
TBPELS Firm 10019100

NOTES:

1. BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE. DISTANCES ARE SURFACE VALUE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.99992513. COORDINATES ARE GRID VALUE AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING 1.000074876.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND IS SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES, WHETHER RECORDED OR UNRECORDED.
3. A SEPARATE METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS EXHIBIT. FIELD SURVEY COMPLETED IN DECEMBER, 2024.

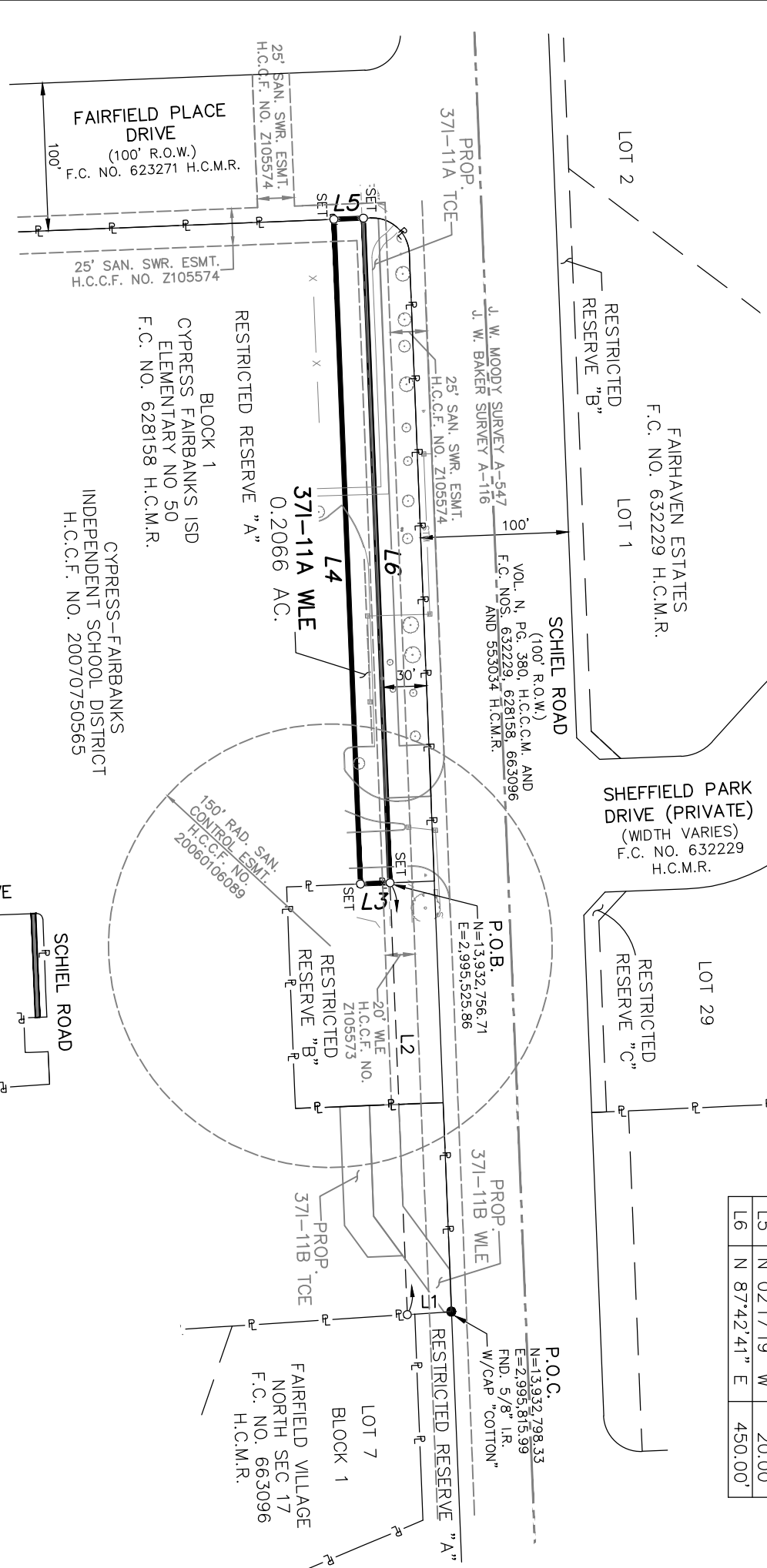
LINE	BEARING	DISTANCE
L1	S 03°45'10" E	30.00'
L2	S 87°42'41" W	292.36'
L3	S 02°17'19" E	20.00'
L4	S 87°42'41" W	450.00'
L5	N 02°17'19" W	20.00'
L6	N 87°42'41" E	450.00'



SYMBOL LEGEND	
●	FND. (AS NOTED)
○	SET 3/8" I.R. W/CAP "LANDTECH"

LEGEND

- A.E. AERIAL EASEMENT
- ESMT. EASEMENT
- F.C. FILM CODE
- FND. FOUND
- H.C.M.R. HARRIS COUNTY MAP RECORDS
- H.C.D.R. HARRIS COUNTY DEED RECORDS
- H.C.C.F. HARRIS COUNTY CLERK'S FILE OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
- H.C.C.C.M. HARRIS COUNTY COMMISSIONERS' COURT MINUTES
- I.R. IRON ROD
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- R.O.W. RIGHT-OF-WAY
- TCE TEMPORARY CONSTRUCTION EASEMENT
- U.E. UTILITY EASEMENT
- W.L.E. WATER LINE EASEMENT
- PR. PROPERTY LINE



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PLAT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

*Hong Yang*

2/13/25

HONG YANG  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 6557

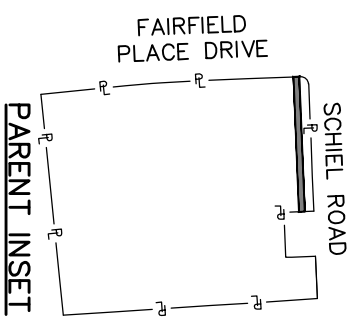
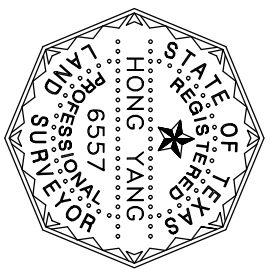


EXHIBIT MAP

TRACT 371-11A WLE  
0.2066 AC. (9,000 SQ. FT.)  
OUT OF RESTRICTED RESERVE "A",  
BLOCK 1, CYPRESS FAIRBANKS  
ISD ELEMENTARY NO 50, AS  
RECORDED IN FILM CODE NO.  
628158 H.C.M.R., SITUATED IN THE  
J. W. BAKER SURVEY A-116  
HARRIS COUNTY, TEXAS.



1315 W Sam Houston Parkway N, Suite 100  
Houston, Texas 77043  
T: 713-861-7068 F: 713-861-4131  
TBP&LS Registration No. 10019100

NO.	REVISION	DATE

Checked By:	Date: 2/13/25	Scale: AS SHOWN
Project No.: 2320152	Drawing Name: 371-11A WLE.DWG	Sheet No.: 1 of 1

**EXHIBIT B**

**TRACT 37I-11B WLE  
NHCRWA  
WATER LINE EASEMENT (WLE)**

**METES AND BOUNDS OF  
0.0654-ACRE OF LAND SITUATED IN THE  
J. W. BAKER SURVEY, ABSTRACT 116  
HARRIS COUNTY, TEXAS**

Being a 0.0654-acre (2,851 square feet) tract out of Restricted Reserve "A", Block 1, Cypress Fairbanks ISD Elementary No 50, as recorded in Film Code No. 628158 of the Harris County Map Records (H.C.M.R.) and also being out of a tract of land conveyed to Cypress-Fairbanks Independent School District, recorded under Harris County Clerk's File (H.C.C.F.) No. 20070750565 of the Official Public Records of Real Property of Harris County (O.P.R.R.P.H.C.), situated in the J. W. Baker Survey, Abstract 116, Harris County, Texas; said tract being further described by metes and bounds as follows:

**BEGINNING** (having the Texas State Plane Coordinate: N=13,932,798.33, E=2,995,815.99) at a 5/8-inch iron rod with cap stamped "Cotton" found in the existing south right-of-way of Schiel Road (100 feet wide per Volume N, Page 380 of the Harris County Commissioners' Court Minutes and Film Code Nos. 632229, 628158, 663096 and 553034, H.C.M.R.) for the northwest corner of Fairfield Village North Sec 17, recorded in Film Code No. 663096, H.C.M.R. and the northeast corner of said Restricted Reserve "A" and the herein described tract;

**THENCE** South 03°45'10" East, along the west line of said Fairfield Village North Sec 17 and the east line of said Restricted Reserve "A", a distance of 5.00 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for the most easterly southeast corner of the herein described tract;

**THENCE** South 53°42'40" West, a distance of 80.48 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for an angle point;

**THENCE** South 87°42'41" West, parallel to and 50 feet south of the south right-of-way line of said Schiel Road and the north line of said Restricted Reserve "A", a distance of 75.00 feet to a 3/8-inch iron rod with cap stamped "Landtech" set in the common line of said Restricted Reserve "A" and Restricted Reserve "B" of said Block 1 for the southwest corner of the herein described tract;

**THENCE** North 02°17'19" West, along the common line of said Restricted Reserve "A" and Restricted Reserve "B", a distance of 20.00 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for the northwest corner of the herein described tract;

**THENCE** North 87°42'41" East, parallel to and 30 feet south of the south right-of-way line of said Schiel Road and the north line of said Restricted Reserve "A", a distance of 68.89 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for an angle point;

**THENCE** North 53°42'40" East, a distance of 53.65 feet to a 3/8-inch iron rod with cap stamped "Landtech" set in the south right-of-way line of said Schiel Road and the north line of said Restricted Reserve "A" for an angle point;

**THENCE** North 87°42'41" East, along the south right-of-way line of said Schiel Road and the north line of said Restricted Reserve "A", a distance of 28.23 feet to the **POINT OF BEGINNING** and containing 0.0654-acre (2,851 square feet) of land.

NOTES

Bearings based on the Texas Coordinate System of 1983, South Central Zone. Distances are surface value and may be converted to grid by multiplying by a combined scale factor of 0.99992513. Coordinates are grid value and may be converted to surface by multiplying 1.000074876.

A separate Exhibit Map dated February 13, 2025 accompanies this Metes & Bounds Description.



2/13/25

Hong Yang  
Texas Registered Professional Land Surveyor 6557

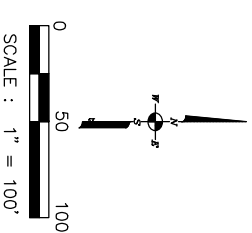


Landtech, Inc.  
1315 W Sam Houston Parkway N, Suite 100  
Houston, TX 77043  
713-861-7068  
TBPELS Firm 10019100

NOTES:

1. BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE. DISTANCES ARE SURFACE VALUE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.99992513. COORDINATES ARE GRID VALUE AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING 1.000074876.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND IS SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES, WHETHER RECORDED OR UNRECORDED.
3. A SEPARATE METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS EXHIBIT.
4. FIELD SURVEY COMPLETED IN DECEMBER, 2024.

LINE	BEARING	DISTANCE
L1	S 03°45'10" E	5.00'
L2	S 53°42'40" W	80.48'
L3	S 87°42'41" W	75.00'
L4	N 02°17'19" W	20.00'
L5	N 87°42'41" E	68.89'
L6	N 53°42'40" E	53.65'
L7	N 87°42'41" E	28.23'



SYMBOL LEGEND	
●	FND. (AS NOTED)
○	SET 3/8" I.R. W/CAP "LANDTECH"

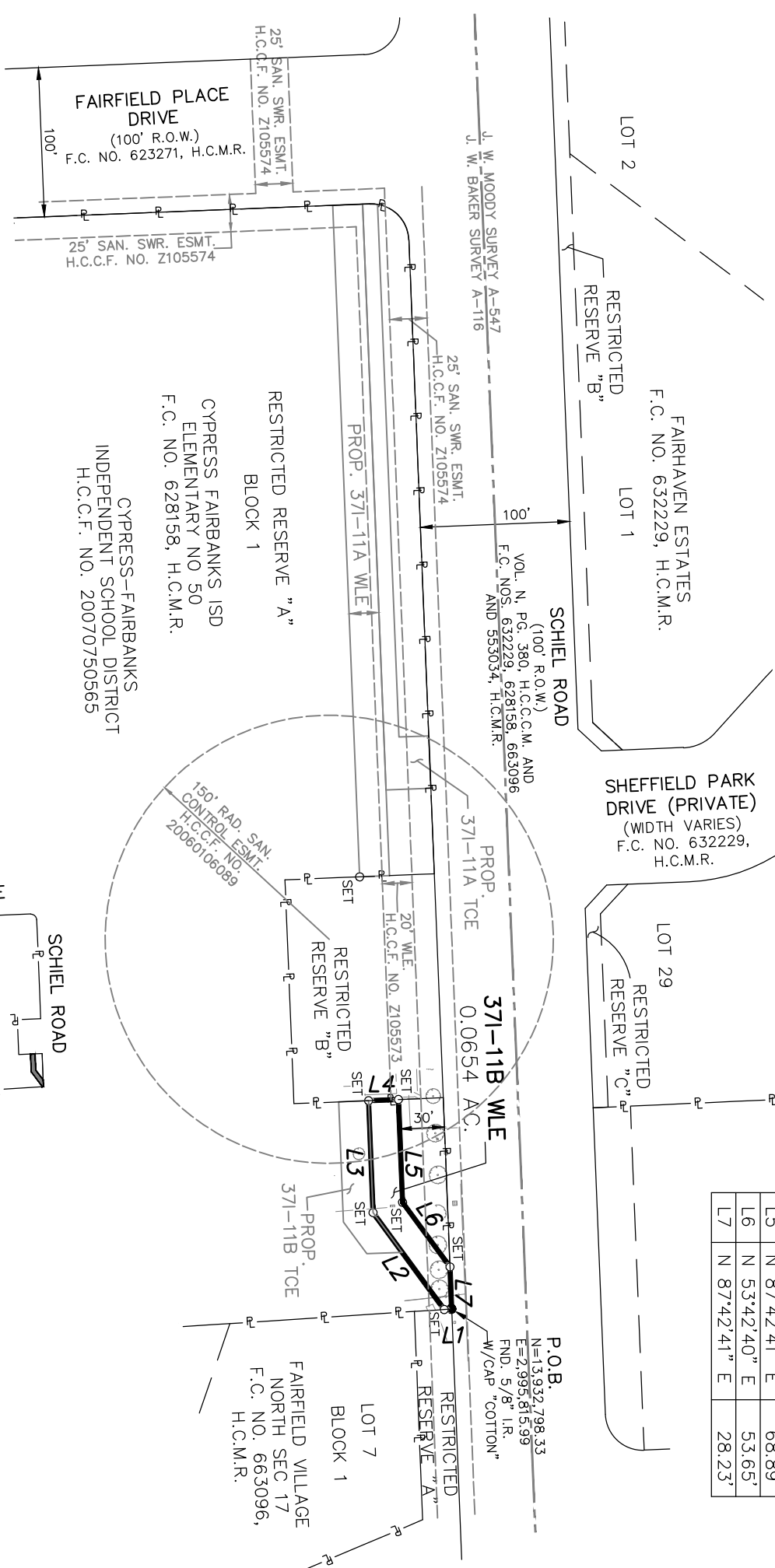
LEGEND

- A.E. AERIAL EASEMENT
- BL. BUILDING LINE
- ESMT. EASEMENT
- F.C. FILM CODE
- FND. FOUND
- H.C.M.R. HARRIS COUNTY MAP RECORDS
- H.C.D.R. HARRIS COUNTY DEED RECORDS
- H.C.C.F. HARRIS COUNTY CLERK'S FILE OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
- I.R. IRON ROD
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- R.O.W. RIGHT-OF-WAY
- S.S.E. SANITARY SEWER EASEMENT
- T.CE. TEMPORARY CONSTRUCTION EASEMENT
- U.E. UTILITY EASEMENT
- WLE. WATER LINE EASEMENT
- P. PROPERTY LINE

EXHIBIT MAP

TRACT 371-11B WLE  
 0.0654 AC. (2,851 SQ. FT.)  
 OUT OF RESTRICTED RESERVE "A",  
 BLOCK 1, CYPRESS FAIRBANKS  
 ISD ELEMENTARY NO 50, AS  
 RECORDED IN FILM CODE NO.  
 628158 H.C.M.R., SITUATED IN THE  
 J. W. BAKER SURVEY A-116  
 HARRIS COUNTY, TEXAS.

RESTRICTED RESERVE "A"  
 BLOCK 1  
 CYPRESS FAIRBANKS ISD  
 ELEMENTARY NO 50  
 F.C. NO. 628158, H.C.M.R.  
 CYPRESS-FAIRBANKS  
 INDEPENDENT SCHOOL DISTRICT  
 H.C.C.F. NO. 20070750565

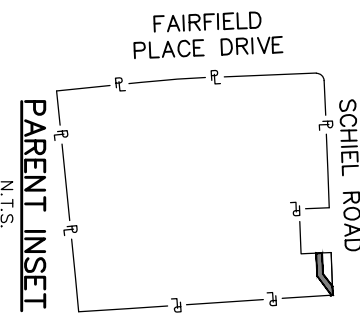


I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PLAT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

*Hong Yang*

2/13/25

HONG YANG  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 TEXAS REGISTRATION NO. 6557



NO.	REVISION	DATE

Checked By: \_\_\_\_\_ Date: 2/13/25 Scale: AS SHOWN

Project No.: 2320152 Drawing Name: 371-11B WLE.DWG Sheet No.: 1 of 1

**LANDTECH**  
 1315 W Sam Houston Parkway N, Suite 100  
 Houston, Texas 77043  
 T: 713-861-7068 F: 713-861-4131  
 TBPELS Registration No. 10019100

**EXHIBIT C**

**TRACT 37I-11A TCE  
NHCRWA  
TEMPORARY CONSTRUCTION EASEMENT (TCE)**

**METES AND BOUNDS OF  
0.1062-ACRE OF LAND SITUATED IN THE  
J. W. BAKER SURVEY, ABSTRACT 116  
HARRIS COUNTY, TEXAS**

Being a 0.1062-acre (4,625 square feet) tract out of Restricted Reserve "A", Block 1, Cypress Fairbanks ISD Elementary No 50, as recorded in Film Code No. 628158 of the Harris County Map Records (H.C.M.R.) and also being out of a tract of land conveyed to Cypress-Fairbanks Independent School District, recorded under Harris County Clerk's File (H.C.C.F.) No. 20070750565 of the Official Public Records of Real Property of Harris County (O.P.R.R.P.H.C.), situated in the J. W. Baker Survey, Abstract 116, Harris County, Texas; said tract being further described by metes and bounds as follows:

**COMMENCING** (having the Texas State Plane Coordinate: N=13,932,798.33, E=2,995,815.99) at a 5/8-inch iron rod with cap stamped "Cotton" found in the existing south right-of-way of Schiel Road (100 feet wide per Volume N, Page 380 of the Harris County Commissioners' Court Minutes and Film Code Nos. 632229, 628158, 663096 and 553034, H.C.M.R.) for the northeast corner of said Restricted Reserve "A" and the northwest corner of Restricted Reserve "A", Block 1, Fairfield Village North Sec 17, recorded in Film Code No. 663096, H.C.M.R.;

**THENCE** South 87°42'41" West, along the south right-of-way line of said Schiel Road and the north line of said Restricted Reserve "A", a distance of 349.04 feet to a "X" cut in concrete set for the **POINT OF BEGINNING** (having the Texas State Plane Coordinate: N=13,932,784.39, E=2,995,467.26) and the northeast corner of the herein described tract;

**THENCE** South 02°17'19" East, a distance of 30.00 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for the southeast corner of the herein described tract;

**THENCE** South 87°42'41" West, parallel to and 30 feet south of the south right-of-way line of said Schiel Road and the north line of said Restricted Reserve "A", a distance of 392.55 feet to a 3/8-inch iron rod with cap stamped "Landtech" set in the east right-of-way line of Fairfield Place Drive (100 feet wide per Film Code No. 623271, H.C.M.R.) and the west line of said Restricted Reserve "A" for the southwest corner of the herein described tract;

**THENCE** North 02°17'19" West, along the east right-of-way line of said Fairfield Place Drive and the west line of said Restricted Reserve "A", a distance of 5.00 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for the point of curvature and curve to the right;

**THENCE** in a northeasterly direction, continuing along the east right-of-way line of said Fairfield Place Drive and the west line of said Restricted Reserve "A" with a curve to the right, having a radius of 25.00 feet, an arc length of 5.03 feet, a central angle of 11°32'13", and a chord which bears North 03°28'52" East, 5.03 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for the northwest corner of the herein described tract;

**THENCE** North 87°42'41" East, parallel to and 20 feet south of the south right-of-way line of said Schiel Road and the north line of said Restricted Reserve "A", a distance of 357.04 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for an ell corner;

**THENCE** North 02°17'19" West, a distance of 20.00 feet to a 3/8-inch iron rod with cap stamped "Landtech" set in the south right-of-way line of said Schiel Road and the north line of said Restricted Reserve "A" for an ell corner;

**THENCE** North 87°42'41" East, along the south right-of-way line of said Schiel Road and the north line of said Restricted Reserve "A", a distance of 35.00 feet to the **POINT OF BEGINNING** and containing 0.1062-acre (4,625 square feet) of land.

#### NOTES

Bearings based on the Texas Coordinate System of 1983, South Central Zone. Distances are surface value and may be converted to grid by multiplying by a combined scale factor of 0.99992513. Coordinates are grid value and may be converted to surface by multiplying 1.000074876.

A separate Exhibit Map dated February 13, 2025 accompanies this Metes & Bounds Description.



2/13/25

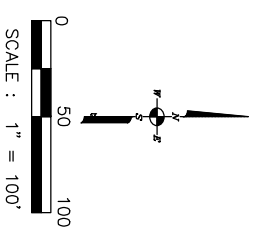
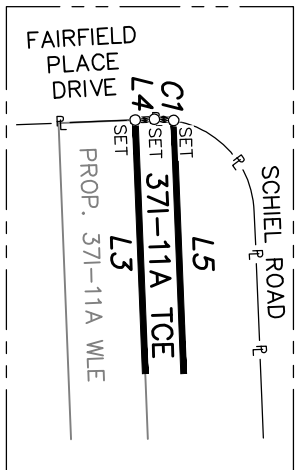
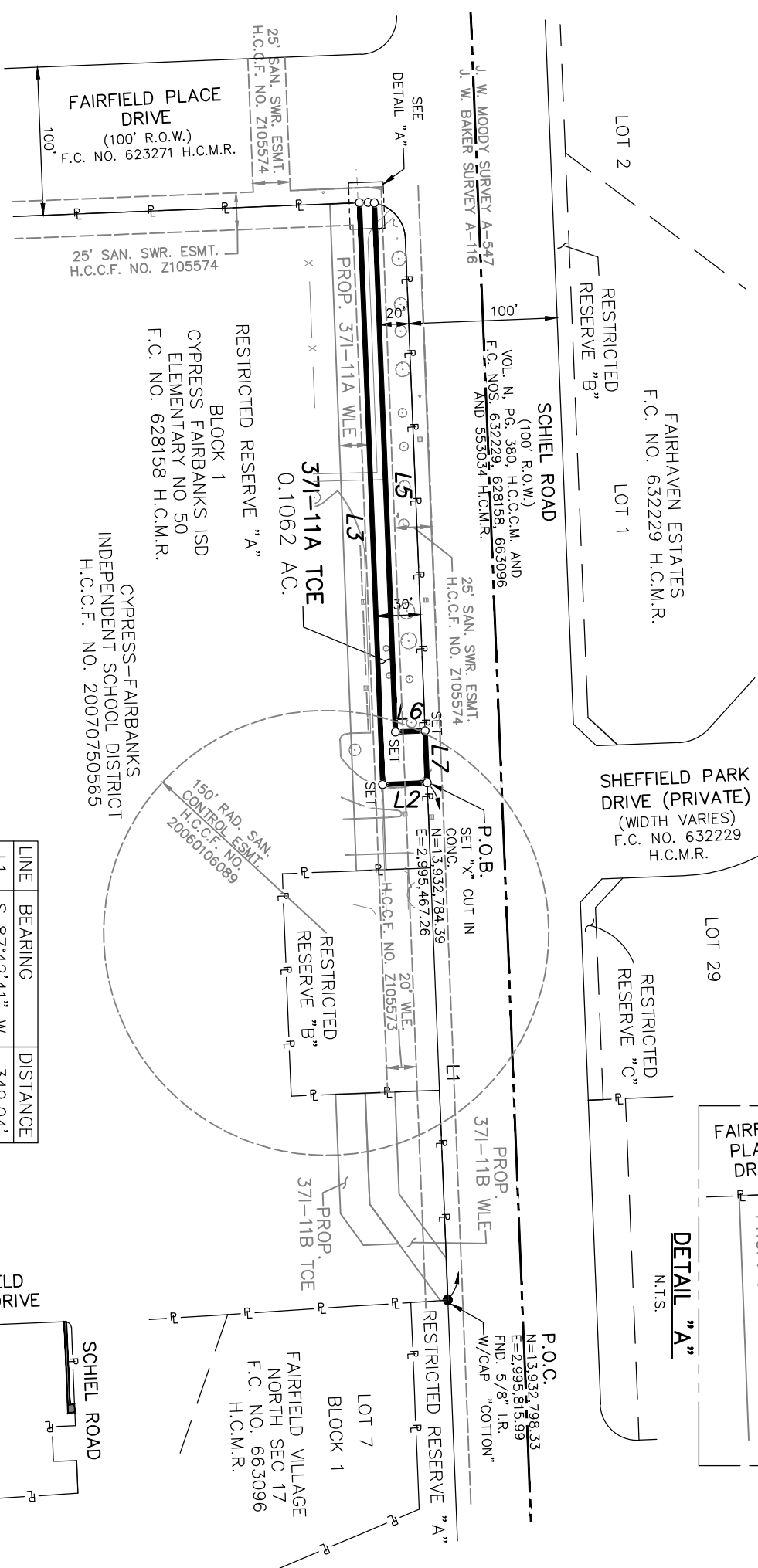
Hong Yang  
Texas Registered Professional Land Surveyor 6557



Landtech, Inc.  
1315 W Sam Houston Parkway N, Suite 100  
Houston, TX 77043  
713-861-7068  
TBPELS Firm 10019100

NOTES:

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2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND IS SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES, WHETHER RECORDED OR UNRECORDED.
3. A SEPARATE METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS EXHIBIT.
4. FIELD SURVEY COMPLETED IN DECEMBER, 2024.



SYMBOL LEGEND	
●	FND. (AS NOTED)
○	SET 3/8" I.R. W/CAP "LANDTECH"

- LEGEND**
- A.E. AERIAL EASEMENT
  - ESMT. EASEMENT
  - F.C. FILM CODE
  - FND. FOUND
  - H.C.M.R. HARRIS COUNTY MAP RECORDS
  - H.C.D.R. HARRIS COUNTY DEED RECORDS
  - H.C.C.F. HARRIS COUNTY CLERK'S FILE OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
  - H.C.C.C.M. HARRIS COUNTY COMMISSIONERS' COURT MINUTES
  - I.R. IRON ROD
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  - R.O.W. RIGHT-OF-WAY
  - TCE TEMPORARY CONSTRUCTION EASEMENT
  - U.E. UTILITY EASEMENT
  - WLE WATER LINE EASEMENT
  - PROPERTY LINE

**EXHIBIT MAP**

TRACT 371-11A TCE  
 0.1062 AC. (4,625 SQ. FT.)  
 OUT OF RESTRICTED RESERVE "A",  
 BLOCK 1, CYPRESS FAIRBANKS  
 ISD ELEMENTARY NO 50, AS  
 RECORDED IN FILM CODE NO.  
 628158 H.C.M.R., SITUATED IN THE  
 J. W. BAKER SURVEY A-116  
 HARRIS COUNTY, TEXAS.



1315 W Sam Houston Parkway N, Suite 100  
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 T: 713-861-7068 F: 713-861-4131  
 TBPELS Registration No. 10019100

Checked By: \_\_\_\_\_ Date: 2/13/25 Scale: AS SHOWN  
 Project No.: \_\_\_\_\_ Drawing Name: 371-11A TCE.DWG Sheet No.: 1 of 1  
 2320152

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PLAT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

*Hong Yang*

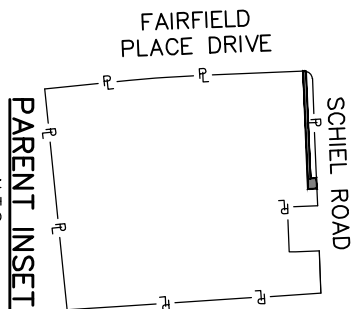
2/13/25

HONG YANG  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 TEXAS REGISTRATION NO. 6557



LINE	BEARING	DISTANCE
L1	S 87°42'41" W	349.04'
L2	S 02°17'19" E	30.00'
L3	S 87°42'41" W	392.55'
L4	N 02°17'19" W	5.00'
L5	N 87°42'41" E	357.04'
L6	N 02°17'19" W	20.00'
L7	N 87°42'41" E	35.00'

CURVE	RADIUS	LENGTH	DELTA	CHORD
C1	25.00'	5.03'	11°32'13"	N03°28'52"E 5.03'



NO.	REVISION	DATE

**EXHIBIT D**

**TRACT 37I-11B TCE  
NHCRWA  
TEMPORARY CONSTRUCTION EASEMENT (TCE)**

**METES AND BOUNDS OF  
0.0491-ACRE OF LAND SITUATED IN THE  
J. W. BAKER SURVEY, ABSTRACT 116  
HARRIS COUNTY, TEXAS**

Being a 0.0491-acre (2,138 square feet) tract out of Restricted Reserve "A", Block 1, Cypress Fairbanks ISD Elementary No 50, as recorded in Film Code No. 628158 of the Harris County Map Records (H.C.M.R.) and also being out of a tract of land conveyed to Cypress-Fairbanks Independent School District, recorded under Harris County Clerk's File (H.C.C.F.) No. 20070750565 of the Official Public Records of Real Property of Harris County (O.P.R.R.P.H.C.), situated in the J. W. Baker Survey, Abstract 116, Harris County, Texas; said tract being further described by metes and bounds as follows:

**COMMENCING** (having the Texas State Plane Coordinate: N=13,932,798.33, E=2,995,815.99) at a 5/8-inch iron rod with cap stamped "Cotton" found in the existing south right-of-way of Schiel Road (100 feet wide per Volume N, Page 380 of the Harris County Commissioners' Court Minutes and Film Code Nos. 632229, 628158, 663096 and 553034, H.C.M.R.) for the northeast corner of said Restricted Reserve "A" and the northwest corner of Restricted Reserve "A", Block 1, Fairfield Village North Sec 17, recorded in Film Code No. 663096, H.C.M.R.;

**THENCE** South 03°45'10" East, along the west line of said Fairfield Village North Sec 17 and the east line of said Cypress Fairbanks ISD Elementary No 50, a distance of 5.00 feet to a set 3/8-inch iron rod with cap stamped "Landtech";

**THENCE** South 53°42'40" West, a distance of 47.48 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for the **POINT OF BEGINNING** (having the Texas State Plane Coordinate: N=13,932,765.25, E=2,995,778.06) and the northeast corner of the herein described tract;

**THENCE** South 02°17'19" East, a distance of 23.71 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for the southeast corner of the herein described tract;

**THENCE** South 53°42'40" West, a distance of 26.37 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for an angle point;

**THENCE** South 87°42'41" West, parallel to and 70 feet south of the south right-of-way line of said Schiel Road and the north line of said Restricted Reserve "A", a distance of 80.50 feet to a 3/8-inch iron rod with cap stamped "Landtech" set in the common line of said Restricted Reserve "A" and Restricted Reserve "B" of said Block 1 for the southwest corner of the herein described tract;

**THENCE** North 02°17'19" West, along the common line of said Restricted Reserve "A" and Restricted Reserve "B", a distance of 20.00 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for the northwest corner of the herein described tract;

**THENCE** North 87°42'41" East, parallel to and 50 feet south of the south right-of-way line of said Schiel Road and the north line of said Restricted Reserve "A", a distance of 75.00 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for an angle point;

**THENCE** North 53°42'40" East, a distance of 33.00 feet to the **POINT OF BEGINNING** and containing 0.0491-acre (2,138 square feet) of land.

NOTES

Bearings based on the Texas Coordinate System of 1983, South Central Zone. Distances are surface value and may be converted to grid by multiplying by a combined scale factor of 0.99992513. Coordinates are grid value and may be converted to surface by multiplying 1.000074876.

A separate Exhibit Map dated February 13, 2025 accompanies this Metes & Bounds Description.



2/13/25

Hong Yang  
Texas Registered Professional Land Surveyor 6557

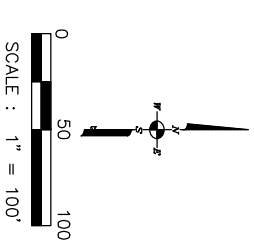


Landtech, Inc.  
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Houston, TX 77043  
713-861-7068  
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NOTES:

1. BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, DISTANCES ARE SURFACE VALUE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.99992513. COORDINATES ARE GRID VALUE AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING 1.000074876.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND IS SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES, WHETHER RECORDED OR UNRECORDED.
3. A SEPARATE METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS EXHIBIT.
4. FIELD SURVEY COMPLETED IN DECEMBER, 2024.

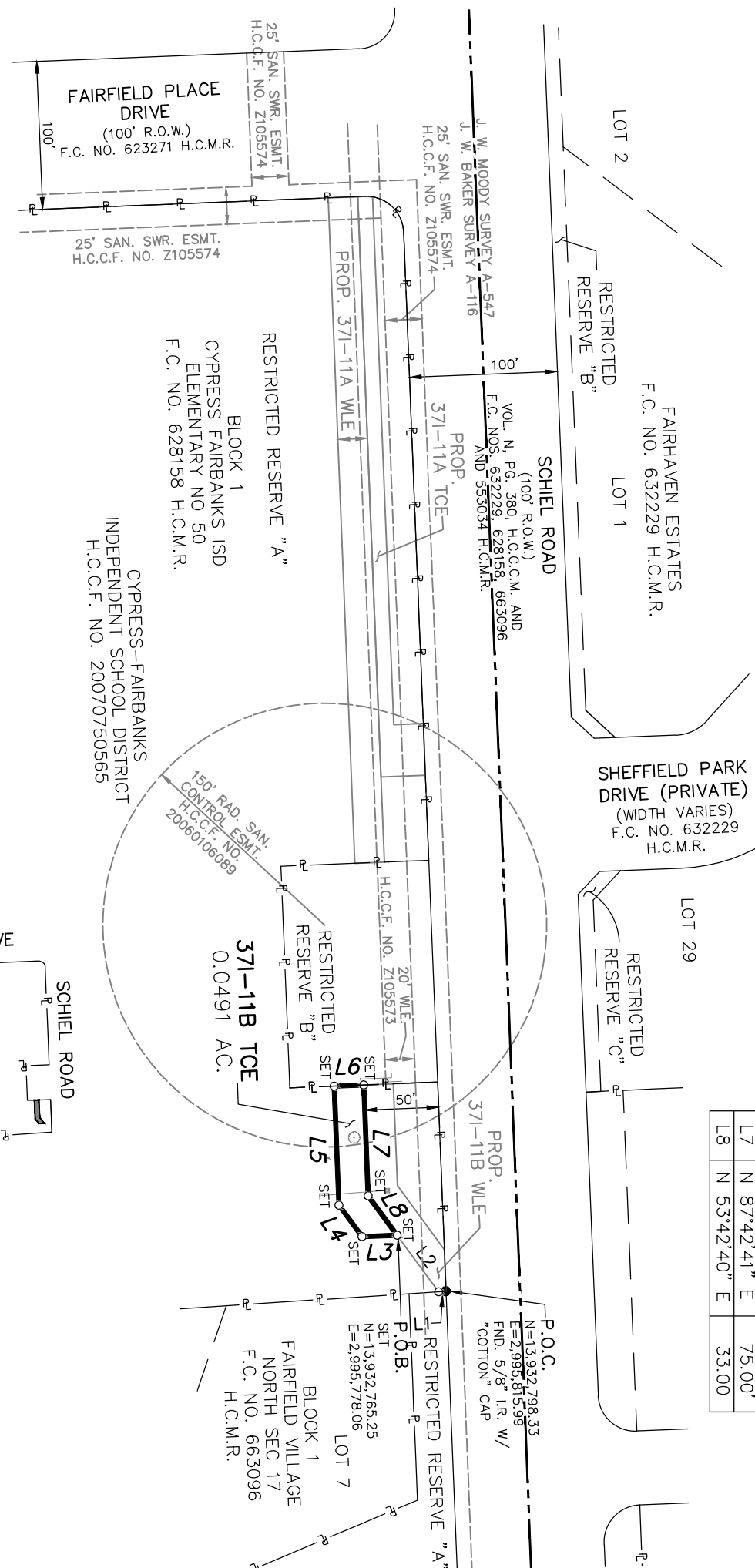
LINE	BEARING	DISTANCE
L1	S 03°45'10" E	5.00'
L2	S 53°42'40" W	47.48'
L3	S 02°17'19" E	23.71'
L4	S 53°42'40" W	26.37'
L5	S 87°42'41" W	80.50'
L6	N 02°17'19" W	20.00'
L7	N 87°42'41" E	75.00'
L8	N 53°42'40" E	33.00'



SYMBOL LEGEND	
●	FND. (AS NOTED)
○	SET 3/8" I.R. W/CAP "LANDTECH"

LEGEND

- A.E. AERIAL EASEMENT
- ESMT. EASEMENT
- F.C. FILM CODE
- FND. FOUND
- H.C.M.R. HARRIS COUNTY MAP RECORDS
- H.C.D.R. HARRIS COUNTY DEED RECORDS
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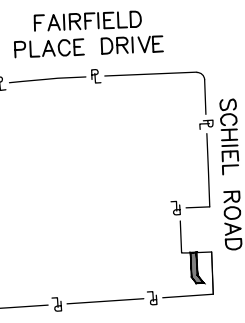


I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PLAT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

*Hong Yang*

2/13/25

HONG YANG  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 6557



PARENT INSET  
N.T.S.

NO.	REVISION	DATE

**EXHIBIT MAP**  
**TRACT 371-11B TCE**  
**0.0491 AC. (2,138 SQ. FT.)**  
**OUT OF RESTRICTED RESERVE "A",**  
**BLOCK 1, CYPRESS FAIRBANKS**  
**ISD ELEMENTARY NO 50, AS**  
**RECORDED IN FILM CODE NO.**  
**628158 H.C.M.R., SITUATED IN THE**  
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Houston, Texas 77043  
T: 713-861-7068 F: 713-861-4131  
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Checked By:	Date: 2/13/25	Scale: AS SHOWN
Project No.: 2320152	Drawing Name: 371-11B TCE.DWG	Sheet No.: 1 of 1

# **APPRAISAL REPORT**



**Valbridge**  
PROPERTY ADVISORS

## Appraisal Report

Tract 37I-11A WLE, Tract 37I-11B WLE, Tract 37I-11A TCE, & Tract 37I-11B TCE  
22400 Fairfield Place Dr  
Cypress, Harris County, Texas 77433

Report Date: April 1, 2025



FOR:

North Harris County Regional Water Authority  
c/o Husch Blackwell  
Ms. Kate David  
600 Travis Street, Suite 2350  
Houston, Texas 77002

### **Valbridge Property Advisors**

974 Campbell Road, Suite 204  
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Valbridge File Number:  
TX02-25-0004-006



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April 1, 2025

North Harris County Regional Water Authority  
c/o Husch Blackwell  
Ms. Kate David  
600 Travis Street, Suite 2350  
Houston, Texas 77002

RE: Appraisal Report  
Tract 37I-11A WLE, Tract 37I-11B WLE, Tract 37I-11A TCE, & Tract 37I-11B TCE  
22400 Fairfield Place Dr  
Cypress, Harris County, Texas 77433

Dear Ms. David:

In accordance with your request, we have performed an appraisal of the above referenced property. This appraisal report sets forth the pertinent data gathered, the techniques employed, and the reasoning leading to our value opinions. This letter of transmittal is not valid if separated from the appraisal report.

The subject property, as referenced above, is located the southeast corner of Schiel Road and Fairfield Place Drive and is further identified as Assessor's Parcel Number (APN) 1315540010001. The subject whole property is a 14.8700-acre or 647,737-square-foot tract of land. North Harris County Regional Water Authority is seeking to acquire a portion of the subject property for a water transmission line project consisting of two water line easements (WLEs) and two Temporary Construction Easements (TCEs).

We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The client in this assignment is Husch Blackwell. The intended users of this report are PAS Property Acquisition Services, LLC, Husch Blackwell, and North Harris County Regional Water Authority (NHCRWA) and no others. The intended use is for the acquisition of a portion of the property for the NHCRWA project. The value opinions reported herein are subject to the definitions, assumptions and limiting conditions, and certification contained in this report.

The acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith are subject to the General Assumptions and Limiting Conditions contained in the report. The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions listed in this report which might have affected the assignment results.

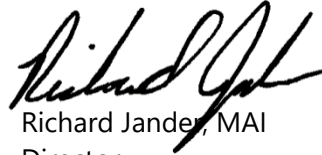
Based on the analysis contained in the following report, our value conclusion of involving the subject acquisition is summarized as follows:

<b>Compensation Summary</b>	
Partial Acquisitions	\$58,663
Partial Acquisitions - Temporary Construction Easements	\$7,737
Damages (Remainder Before less Remainder After)	\$0
Cost to Cure	\$0
<b>Total Compensation</b>	<b>\$66,400</b>

Respectfully submitted,



Jason Mushinski, MAI  
Senior Managing Director  
Texas License #TX-1335986-G  
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Richard Jander, MAI  
Director  
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# Summary of Salient Facts

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## Property Identification

Project Name	NHCRWA 37I
Parcel Number	Tract 37I-11 WLE & TCE
Property Address	22400 Fairfield Place Dr Cypress, Harris County, Texas, 77433
Tax Parcel Number	1315540010001
Property Owner	Cypress-Fairbanks Independent School District

## Site

Zoning	Not Zoned	
FEMA Flood Map No.	48201C0195N	
Flood Zone	Zone X (unshaded)	
Whole Property	14.8700 acres	647,737 sf
Part Acquired	0.2720 acres	11,851 sf
Remainder After Tract		
Unencumbered	14.5800 acres	635,886 sf
Unencumbered (Part Acquired)	0.2720 acres	11,851 sf
Total	14.8700 acres	647,737 sf
Temporary Construction Easement (TCE)		
Temporary Acquisitions	0.1553 acres	6,763 sf

## Valuation Opinions

Highest and Best Use - As Vacant	Public school
Reasonable Exposure Time	12 months

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### Final Opinion of Market Values

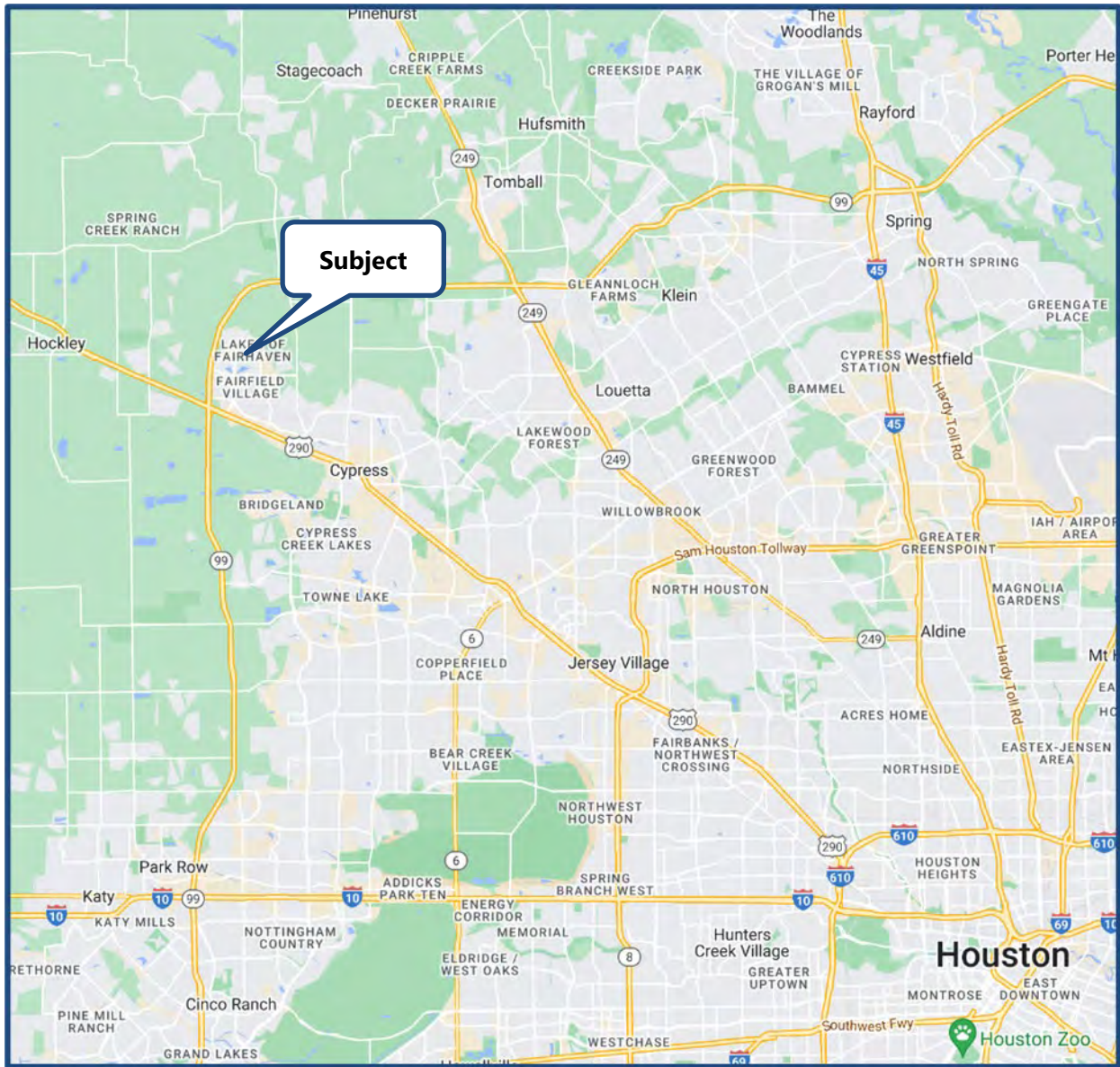
Value Opinion	Land Area		Unit Value		% of Fee		Value
<b>Value Whole Property</b>							
Land Area	647,737 SF	x	\$5.50 PSF	x	100%	=	\$3,562,554
Improvements							\$0
<b>Total</b>							<b>\$3,562,554</b>
<b>Parts to Be Acquired</b>							
Land Area	11,851 SF	x	\$5.50 PSF	x	90%	=	\$58,663
Improvements							\$0
<b>Total</b>							<b>\$58,663</b>
<b>Remainder Before</b>							
Whole Property							\$3,562,554
Less: Part Acquired							-\$58,663
<b>Total</b>							<b>\$3,503,891</b>
<b>Remainder After</b>							
Unencumbered	635,886 SF	x	\$5.50 PSF	x	100%	=	\$3,497,373
Encumbered (Part Acquired)	11,851 SF	x	\$5.50 PSF	x	10%	=	\$6,518
Improvements							\$0
<b>Total</b>							<b>\$3,503,891</b>
<b>Temporary Construction Easements (TCEs)*</b>							
Land Area for 2 year(s)	6,763 SF	x	\$5.72 PSF	x	10%	=	\$7,737
Improvements							\$0
<b>Total</b>							<b>\$7,737</b>
<b>Compensation Summary</b>							
Partial Acquisitions							<b>\$58,663</b>
Partial Acquisitions - Temporary Construction Easements							<b>\$7,737</b>
Damages (Remainder Before less Remainder After)							<b>\$0</b>
Cost to Cure							<b>\$0</b>
<b>Total Compensation</b>							<b>\$66,400</b>

\*As of January 1, 2026, Refer to TCE Analysis

# Aerial View



# Location Map



# Introduction

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## Client and Intended Users of the Appraisal

The client in this assignment is Husch Blackwell. The intended users of this report are PAS Property Acquisition Services, LLC, Husch Blackwell, and North Harris County Regional Water Authority (NHCRWA) and no others.

## Intended Use of the Appraisal

The intended use of this report is for the acquisition of a portion of the subject whole property for the North Harris County Regional Water Authority water transmission line project.

## Real Estate Identification

The subject whole property is located at the southeast corner of Schiel Road and Fairfield Place Drive with a physical address of 22400 Fairfield Place Dr in Cypress, Harris County, Texas 77433. The subject property is further identified by Assessor Parcel Number 1315540010001.

## Legal Description

### Whole Property

A 14.8700-acre tract out of Restricted Reserve "A", Block 1, Cypress Fairbanks ISD Elementary No 50, as recorded in Film Code No. 628158 of the Harris County Map Records (H.C.M.R.) and also being out of a tract of land conveyed to Cypress-Fairbanks Independent School District, recorded under Harris County Clerk's File (H.C.C.F.) No. 20070750565 of the Official Public Records of Real Property of Harris County (O.P.R.R.P.H.C.), situated in the J. W. Baker Survey, Abstract 116, Harris County, Texas.

### Tract 37I-11A WLE

Being a 0.2066-acre (9,000 square feet) tract out of Restricted Reserve "A", Block 1, Cypress Fairbanks ISD Elementary No 50, as recorded in Film Code No. 628158 of the Harris County Map Records (H.C.M.R.) and also being out of a tract of land conveyed to Cypress-Fairbanks Independent School District, recorded under Harris County Clerk's File (H.C.C.F.) No. 20070750565 of the Official Public Records of Real Property of Harris County (O.P.R.R.P.H.C.), situated in the J. W. Baker Survey, Abstract 116, Harris County, Texas.

### Tract 37I-11B WLE

Being a 0.0654-acre (2,851 square feet) tract out of Restricted Reserve "A", Block 1, Cypress Fairbanks ISD Elementary No 50, as recorded in Film Code No. 628158 of the Harris County Map Records (H.C.M.R.) and also being out of a tract of land conveyed to Cypress-Fairbanks Independent School District, recorded under Harris County Clerk's File (H.C.C.F.) No. 20070750565 of the Official Public Records of Real Property of Harris County (O.P.R.R.P.H.C.), situated in the J. W. Baker Survey, Abstract 116, Harris County, Texas.

### Tract 37I-11A TCE

Being a 0.1062-acre (4,625 square feet) tract out of Restricted Reserve "A", Block 1, Cypress Fairbanks ISD Elementary No 50, as recorded in Film Code No. 628158 of the Harris County Map Records (H.C.M.R.) and also being out of a tract of land conveyed to Cypress-Fairbanks Independent School District, recorded under Harris County Clerk's File (H.C.C.F.) No. 20070750565 of the Official Public Records of Real Property of Harris County (O.P.R.R.P.H.C.), situated in the J. W. Baker Survey, Abstract 116, Harris County, Texas.

### Tract 37I-11B TCE

Being a 0.0491-acre (2,138 square feet) tract out of Restricted Reserve "A", Block 1, Cypress Fairbanks ISD Elementary No 50, as recorded in Film Code No. 628158 of the Harris County Map Records (H.C.M.R.) and also being out of a tract of land conveyed to Cypress-Fairbanks Independent School District, recorded under Harris County Clerk's File (H.C.C.F.) No. 20070750565 of the Official Public Records of Real Property of Harris County (O.P.R.R.P.H.C.), situated in the J. W. Baker Survey, Abstract 116, Harris County, Texas.

### Use of Real Estate as of the Effective Date of Value

As of the effective date of value, the subject is a tract of land improved with an elementary school and supporting site improvements.

### Use of Real Estate as Reflected in this Appraisal

The subject is improved with an elementary school and supporting site improvements. The school improvements and most of the site improvements are not impacted by the proposed acquisition and are not considered in this analysis. The sidewalk, concrete paving, curbs, and gutters will be removed and replaced by the contractors. As such, no compensation has been provided for these improvements. The site is being valued as effectively vacant land.

### Ownership of the Property

According to the provided title report, title to the subject property is vested in Cypress Fairbanks Independent School District.

### History of the Property

Ownership of the subject property has not changed within the past three years. To the appraiser's knowledge, the subject is not currently listed for sale or under contract for sale.

When appropriate, we have considered and analyzed the known history of the subject in the development of our opinions and conclusions.

### Type and Definition of Value

We developed opinions of value for the subject property under the following scenarios:

- Market value of the whole property
- Market value of the partial acquisition
- Any change in value to the subject as a result of the acquisition

"Market value," as used herein, is defined by the court case of City of Austin vs. Cannizzo, et al, 267 S.W. 2d 808, 815 (1954), which defines market value as follows:

...the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future.

The market value estimate set forth herein is stated in terms of cash or financing terms equivalent to cash.

Easement is defined as "The right to use another's land for a stated purpose." (*The Dictionary of Real Estate Appraisal, 7th Edition, Copyright 2022, by the Appraisal Institute, Page 58.*)

Please refer to the Glossary in the Addenda section for additional definitions of terms used in this report.

### [Valuation Scenarios, Property Rights Appraised, and Effective Dates of Value](#)

We have appraised the fee simple interest of the subject whole property and the two easement acquisitions of 0.2066 acres, or 9,000 square feet, and 0.0654 acres, or 2,851 square feet, for water line easements as well as 0.1062 acres, or 4,625 square feet, and 0.0491 acres, or 2,138 square feet, for temporary construction easements.

We completed an appraisal inspection of the subject property on March 20, 2025.

### [Date of Report](#)

The date of this report is April 1, 2025, which is the same as the date of the letter of transmittal.

### [Assumptions and Conditions of the Appraisal](#)

The acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith are subject to the General Assumptions and Limiting Conditions contained in the report. The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions which might have affected the assignment results:

#### [Extraordinary Assumptions](#)

- None

#### [Hypothetical Conditions](#)

- None

## Jurisdictional Exception

In this analysis the appraiser has invoked the Jurisdictional Exception Rule. The Jurisdictional Exception Rule provides for severability preserving the balance of the Uniform Standards of Professional Appraisal Practice (USPAP). If one or more parts of USPAP are “contrary to the law or public policy of any jurisdiction, only that part shall be void and of no force or effect in that jurisdiction.” According to USPAP, “A law means a body of rules with binding legal force established by controlling governmental authority.” This includes federal and state constitutions, legislative and court made law, administrative rules, regulations and ordinances.

The appraisal of the whole property considered all factors willing, knowledgeable buyers and sellers would consider in negotiating the purchase price of the property, except the influence of the proposed water line improvements, as required by Standards Rule 1-4(f). This exception was made under the Jurisdictional Exception provision of the USPAP.

It is the appraisers’ understanding that enhancement caused by the public project is not to be considered as a matter of law. In addition, the appraisal of the remainder considered all factors willing, knowledgeable buyers and sellers would consider in negotiating the purchase of the property including the use to which the Part to be Acquired is to be put and the effects of the condemnation, but excluding the effects of all non-compensable elements. Such exclusion is permitted under the Jurisdictional Exception provision of USPAP. Furthermore, the appraisal of the remainder assumed that the proposed water line improvements were complete as of the effective date of valuation. This assumption is also permissible under the Jurisdictional Exception of USPAP.

## Scope of Work

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The elements addressed in the Scope of Work are (1) the extent to which the subject property is identified, (2) the extent to which the subject property is inspected, (3) the type and extent of data researched, (4) the type and extent of analysis applied, (5) the type of appraisal report prepared, and (6) the inclusion or exclusion of items of non-realty in the development of the value opinion. These items are discussed below.

The scope of this appraisal is concerned with developing an appraisal report to form an opinion of the market value of the subject property under the following scenarios.

1. As-is market value of the fee simple estate of the whole property
2. Market value of part(s) to be acquired out of the whole property
3. Damages and/or cost to cure
4. Total compensation based on market value
5. Temporary Construction Easement

### Extent to Which the Property Was Identified

The three components of the property identification are summarized as follows:

- Legal Characteristics - The subject was legally identified via survey and public records.
- Economic Characteristics - Economic characteristics of the subject property were identified via information provided by the client, discussions with market participants, and our database, as well as a comparison to properties with similar locational and physical characteristics.
- Physical Characteristics - The subject was physically identified via survey, Google Earth imagery, and an appraisal inspection that consisted of exterior observations.

### Extent to Which the Property Was Inspected

During the course of the appraisal, the property owner was contacted by certified mail for the opportunity of a joint inspection of the subject, as well as requesting property data. The property owner did not contact us back and an independent site visit was made on March 20, 2025.

### Type and Extent of Data Researched

We researched and analyzed: 1) market area data, 2) property-specific market data, 3) zoning and land-use data, and 4) current data on comparable listings, sales, and rentals in the competitive market area. We also interviewed people familiar with the subject market/property type.

### Type and Extent of Analysis Applied (Valuation Methodology)

We observed surrounding land use trends, the condition of any improvements, demand for the subject property, and relevant legal limitations in concluding a highest and best use. We then valued the subject based on that highest and best use conclusion.

Appraisers develop an opinion of property value with specific appraisal procedures that reflect three distinct methods of data analysis: the cost approach, sales comparison approach, and income capitalization approach. One or more of these approaches are used in all estimations of value.

- Cost Approach - In the cost approach, the value indication reflects the sum of current depreciated replacement or reproduction cost, land value, and an appropriate entrepreneurial incentive or profit.
- Sales Comparison Approach - In the sales comparison approach, value is indicated by recent sales and/or listings of comparable properties in the market, with the appraiser analyzing the impact of material differences in both economic and physical elements between the subject and the comparables.
- Income Capitalization Approach - In the income capitalization approach, value is indicated by the capitalization of anticipated future income. There are two types of capitalization: direct capitalization and yield capitalization, more commonly known as discounted cash flow (DCF) analysis.

All of these approaches to value were considered. We assessed the availability of data and applicability of each approach to value within the context of the characteristics of the subject property and the needs and requirements of the client.

The subject whole property is a 14.8700-acre tract of land improved with an elementary school and supporting site improvements. The main improvements and most of the site improvements are not impacted by the proposed acquisition and are not valued in this report.

A concrete driveway, concrete sidewalk, and concrete parking area are located within the acquisition area. Information provided by the client indicates portions of the construction on the subject will be open cut construction while others will be trenchless. This analysis assumes during the course of the project the contractors will restore the area to a condition similar to before the acquisition. As such, no compensation has been provided for the impacted improvements. There are no other site improvements located in the acquisition area.

The subject whole property is being appraised as effectively vacant land. The sales comparison approach is utilized.

The appraisers reserve the right to reconsider the opinions expressed in this report based upon any additional data which may be provided or discovered in the future. With the foregoing in mind, the reader is invited to review the following report that sets forth the data and reasoning leading to the opinion of value of the property under appraisal.

### Appraisal Conformity and Report Type

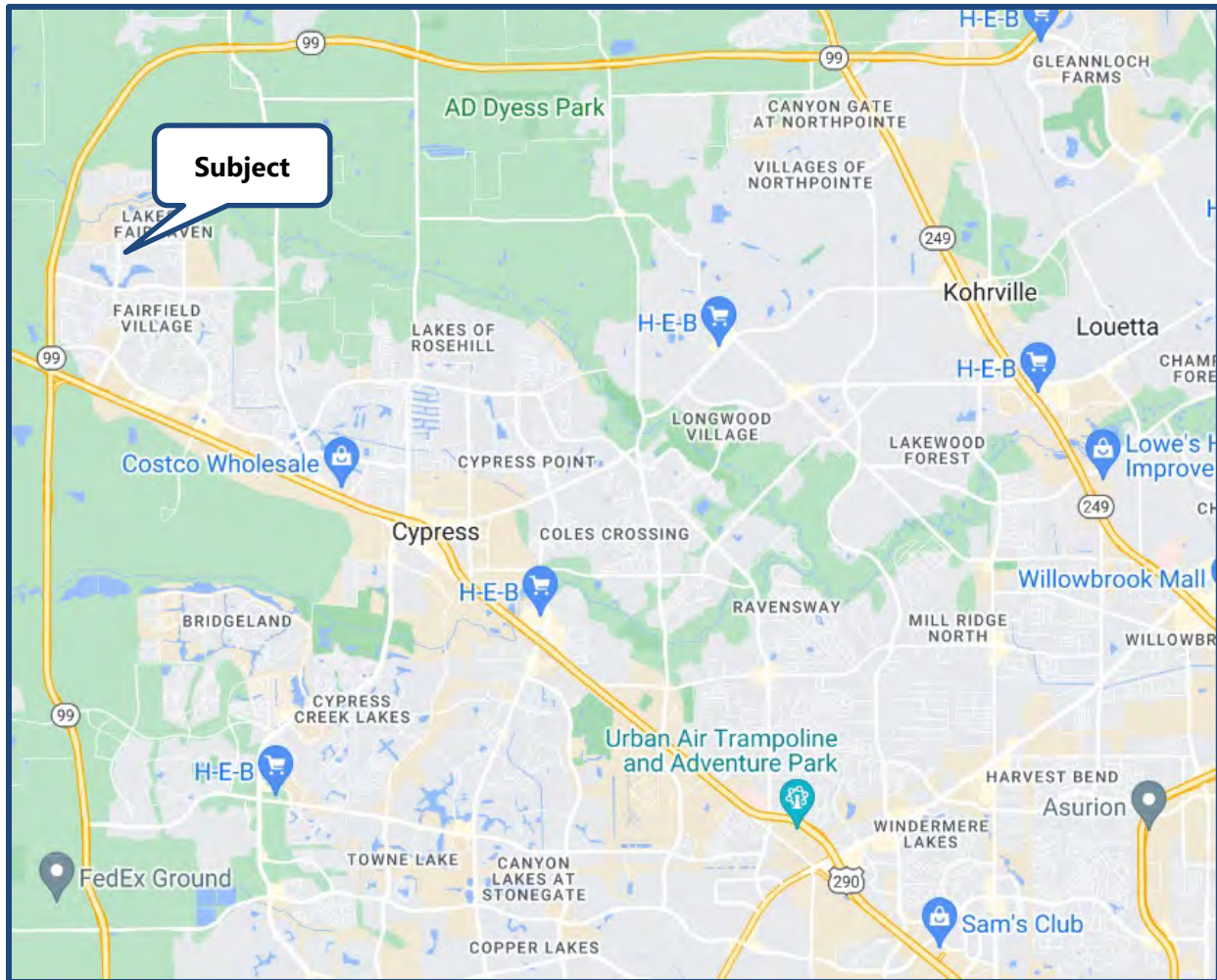
We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of our client as we understand them. This is an Appraisal Report as defined by the Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2a.

### Personal Property/FF&E

All furniture, fixtures, and equipment (FF&E) or any other personal property has been excluded from our analysis. The opinion of market value developed herein is reflective of real estate only.

# Neighborhood Analysis

**NEIGHBORHOOD MAP**



## Overview

The subject is located in northwest Harris County.

## Neighborhood Location and Boundaries

The subject neighborhood is located in the northwest section of the Greater Cypress Area. The area is suburban in nature. The neighborhood is bounded by Grand Parkway (State Highway 99) to the north and west, State Highway 249 to the east, and FM 1960/Cypress Creek Parkway and West Road to the south.

## Demographics

The following table depicts the area demographics within a one, three, and five-mile radius from a central location in the neighborhood, the intersection of U.S. Highway 290 and Spring Cypress Road. Population and median household have shown growth over the past five years and are expected to continue this trend. This income is significantly higher than the Houston average.

## Neighborhood Demographics

Radius (Miles)	1 Mile	3 Mile	5 Mile
<b>Population Summary</b>			
2020 Population	9,571	36,032	72,488
2023 Population Estimate	9,922	43,220	89,568
2028 Population Projection	13,179	56,631	109,424
Annual % Change (2023 - 2028)	5.8%	5.6%	4.1%
<b>Housing Unit Summary</b>			
2020 Housing Units	2,860	11,510	23,469
% Owner Occupied	91.0%	83.8%	82.3%
% Renter Occupied	7.6%	13.7%	14.3%
% Vacant	1.7%	3.1%	3.4%
2023 Housing Units	2,985	14,473	30,005
% Owner Occupied	90.8%	83.0%	83.1%
% Renter Occupied	7.4%	11.1%	11.5%
% Vacant	1.8%	5.9%	5.4%
2028 Housing Units	4,019	19,185	37,227
% Owner Occupied	90.6%	82.4%	83.2%
% Renter Occupied	6.9%	11.4%	11.0%
% Vacant	2.5%	6.2%	5.8%
Annual % Change (2023 - 2028)	6.2%	5.8%	4.4%
<b>Income Summary</b>			
2023 Median Household Income Estimate	\$155,610	\$126,116	\$122,665
2028 Median Household Income Projection	\$162,840	\$139,755	\$140,835
Annual % Change	0.9%	2.1%	2.8%
2023 Per Capita Income Estimate	\$57,625	\$48,962	\$48,073
2028 Per Capita Income Projection	\$62,576	\$55,406	\$55,495
Annual % Change	1.7%	2.5%	2.9%

Source: ESRI (ArcGIS)

(Lat: 30.019615, Lon: -95.754675)

## Transportation Access

U.S. Highway 290, State Highway 249, and Grand Parkway are the primary thoroughfares providing access to the neighborhood. U.S. Highway 290 runs in a northwest/southeast direction and bisects the subject neighborhood. This highway connects the neighborhood to the City of Houston to the southeast and to Waller to the northwest. The cities of Cypress and Jersey Village, both Northwest Houston suburbs, are located along Highway 290. Further, the neighborhoods of Fairfield and Bridgeland are located north and south, respectively, of the 290 corridor.

State Highway 249 makes up the eastern boundary of the subject neighborhood and extends from the Sam Houston Parkway in a northwest direction through the City of Tomball, located just north of the subject neighborhood.

The Grand Parkway is a 180 plus mile circumferential toll road encircling the Greater Houston metro and is located within seven counties. The project has been shown on governmental planning documents since the early 1960's. The section of the Grand Parkway that bounds the subject neighborhood to the north, reaching from Highway 290 to Highway 59, north of Kingwood, was completed in March 2016 and provides access to and from the subject neighborhood. The portion of the Grand Parkway extending to the south reaches Highway 59 near Richmond.

Additional thoroughfares providing major access to the subject neighborhood include West Road, Tuckerton Road, Telge Road, Barker Cypress Road, Fry Road, Huffmeister Road, Grant Road, Cypress North Houston Road, Louetta Road, Spring Cypress Road, Cypress Rosehill Road, Mueschke Road, and Cypresswood Drive, among others.

### Neighborhood Land Use

The predominant development throughout the neighborhood is single-family residential. The area started out as a bedroom community to the city of Houston. As Houston continued to grow, the popularity of the neighborhood as a residential sector of the Houston MSA also increased. The area is improved with a significant number of residential subdivisions and planned unit developments.

Master Planned Developments include Fairfield, The Bridgelands, Towne Lake, Canyon Lake West, Stone Creek Ranch, Black Horse Ranch, and NorthPointe. The developments of Riata Ranch and Coles Crossing are both master planned developments that are established and completed projects no longer offering lots to builders.

Conventional subdivisions located within the subject neighborhood being considered active developments include, but are not limited to: The Park at Arbordale, Cypress Trails, Cypress Creek Lakes, Fairhaven Estates, Lakes of Fairhaven, Oakcrest, Villages of Northpointe West, Park Creek, Stablewood Estates, The Springs at Stablewood, Stablewood Reserve, Lakewood Place, Cypress Landings, Riata West, Grant Meadows, Treeline, Cypress Park, Westgate, Ashford Place, and Dunham Point. Other single-family residential subdivisions are located within the subject neighborhood, which are considered to be well established and developed within the last 15 years.

Multi-family residential uses include such uses as: apartment complex developments, townhome developments, adult living facilities, and assisted living communities. A number of such uses are situated throughout the subject neighborhood.

The primary commercial development in the area is along, and at the intersections of the primary thoroughfares. Retail is present along many of the major corridors including Highway 290, Highway 249, and FM 1960/Cypress Creek Parkway. A majority of the commercial development is retail oriented, and the area is attractive for this type of development due to the large traffic flow on these thoroughfares, as well as the surrounding residential areas.

Major retail centers include the Cole's Crossing Shopping Center, located at the southeast corner of Barker Cypress Road and U.S. Highway 290. The center is anchored by Randall's grocery store with fuel station and numerous inline retail spaces with national and regional tenants. An HEB anchored retail center is located at the northeast corner, with numerous developed pad sites, including a Chase and

Willie's Grill and Icehouse. A number of hotel, restaurant, and free standing retail buildings are also located in this area.

Retail in Fairfield includes a Kroger Marketplace retail center, located at the intersection of U.S. Highway 290 and Mason Road in Fairfield. Fairfield Town Center, located just north of Mason Road, includes an HEB, Academy, Marshall's, Cinemark, and others, along with numerous pad sites along the access road. Houston Premium Outlets is also located along U.S. Highway 290 frontage road in Fairfield. The Outlet mall includes 145 designer and name-brand outlet stores.

There are several anchored retail centers on F.M. 1960 just north of U.S. Highway 290. These retail centers are anchored by a Wal-Mart Superstore, Target and Home Depot, among others. F.M. 1960 is generally a commercial corridor in the area that is densely developed with many other commercial properties, including restaurants and other shopping venues.

Five (5) major medical centers and hospitals are located in the subject neighborhood; Cypress Fairbanks Medical Center Hospital, located along FM 1960; HAS Medical Center, located along U.S. Highway 290; Methodist Willowbrook Hospital and St. Luke's Hospital at The Vintage, located along State Highway 249; and Tomball Regional Medical Center, located just east of State Highway 249 at Medical Complex Drive. Memorial Hermann Hospital is located along US Highway 290 in Fairfield while Methodist Cypress Campus is under construction near Skinner Road.

Office and industrial properties are also located throughout the market area. Overall, the Bridgelands and Fairfield market segments are generating the most growth as the areas further south are mostly built out.

## Conclusions

The neighborhood is considered to be in a stable phase, while new growth can be seen in the area, primarily the northwest portion of the neighborhood. US Highway 290 and State Highway 249 both provide good access to all parts of Houston. Predominant development is single family residential with residential support services available in abundance along the major thoroughfares in the area. This is a typical suburban area in the northwest of Houston with surrounding properties being in a generally good condition.

# Site Description

The following description is based on our appraisal inspection of the subject, assessor records, aerials, and information provided by the client.

## AERIAL – SUBJECT WHOLE PROPERTY



The characteristics of the site are summarized as follows:

### Site Characteristics

Location:	At the southeast corner of Schiel Road and Fairfield Place Drive
Land Area:	14.8700 acres or 647,737 square feet
Shape:	Primarily rectangular
Topography:	Basically level
Drainage:	Assumed adequate
Grade:	At and above street grade
Utilities:	Public available
Interior or Corner:	Corner
Signalized Intersection:	No

## Site Ratings

Access:	Good
Visibility:	Good

## Flood Zone Data

Flood Map Panel/Number:	48201C0195N
Flood Map Date:	11-15-2019
Flood Zone:	Zone X (unshaded) - Designation for areas of minimal flood hazard from the principal source of flood in the area and determined to be outside the 0.2% annual chance floodplain.
Site Area in Flood:	0.0% within a 100-year flood plain

It should be noted we are not qualified to render an opinion regarding the subject site's flood plain status. It is recommended that a registered professional survey or other means be employed to determine the subject property's flood plain status. A copy of the flood plain map follows.

## Other Site Conditions

Soil Type:	Sandy loam
Environmental Issues:	No detrimental environmental conditions that would adversely affect value are known to exist.
Easements/Encroachments:	Typical assumed
Restrictions	Restricted to school or related uses

## Adjacent Land Uses

North:	Single family residential
South:	Single family residential
East:	Single family residential
West:	Single family residential

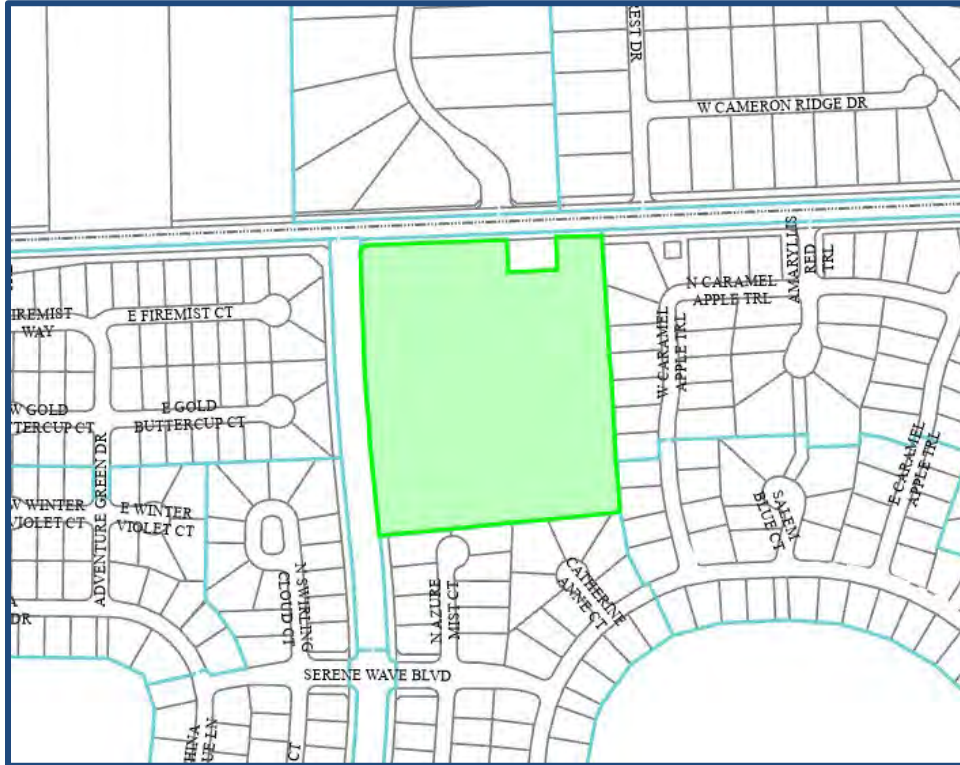
## Zoning Designation

Zoning Classification:	Not Zoned
Zoning Comments:	The subject property is within Harris County, which does not utilize zoning as a form of land use control.

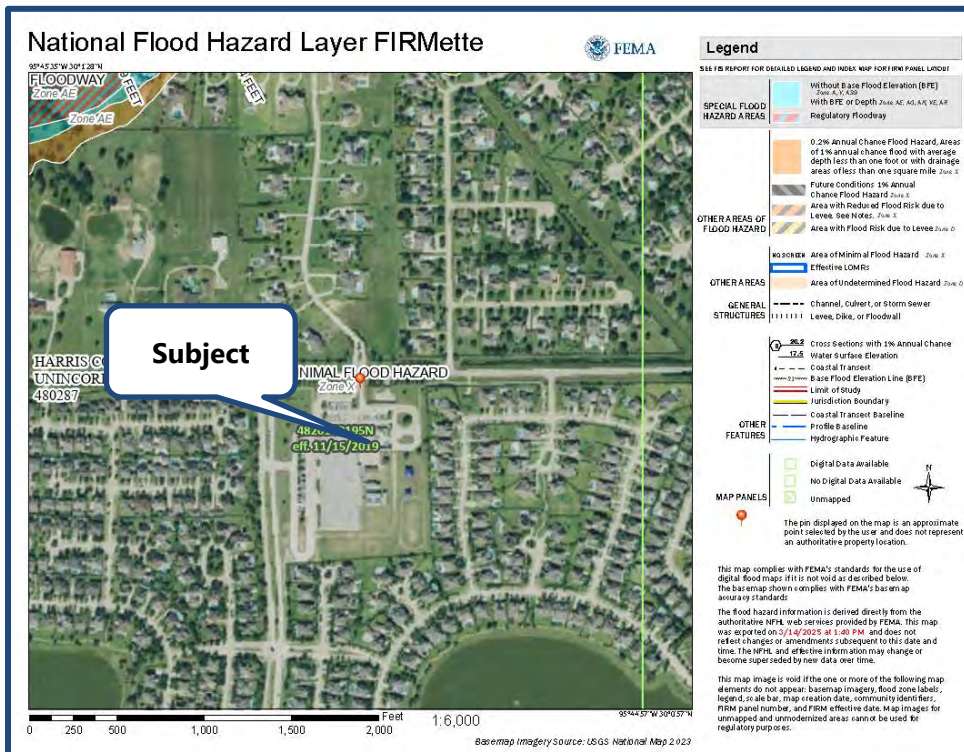
## Analysis/Comments on Site

The whole property is a corner tract located at the corner of Schiel Road and Fairfield Place Drive. Schiel Road is a residential roadway with development consisting primarily of large lot single family residences that extends east from Grand Parkway (State Highway 99) to Mason Road. The property does good corner frontage but is restricted to use as a school.

**TAX/PLAT MAP**



**FLOOD MAP**



## Subject Photos

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View of subject property facing south from Shiel Road



View of proposed acquisition facing east from Fairfield Place Drive



View of proposed acquisition facing south from Schiel Road



View of proposed acquisition facing south from Schiel Road



View north along Fairfield Place Drive (subject on right)



View west along Schiel Road at intersection with Fairfield Place Drive

# Assessment and Tax Data

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## Assessment Methodology

The assessed value for the subject property is determined by the Harris Central Appraisal District.

## Assessed Values and Property Taxes

The subject property is a school site and is tax exempt.

## Highest and Best Use

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The Highest and Best Use of a property is the use that is legally permissible, physically possible, and financially feasible which results in the highest value. An opinion of the highest and best use results from consideration of the criteria noted above under the market conditions or likely conditions as of the effective date of value. Determination of highest and best use results from the judgment and analytical skills of the appraiser. It represents an opinion, not a fact. In appraisal practice, the concept of highest and best use represents the premise upon which value is based.

### Analysis of Highest and Best Use - As If Vacant

In determining the highest and best use of the property as if vacant, we examine the following criteria: 1) legal permissibility, 2) physical possibility, 3) financial feasibility, and 4) maximum productivity.

#### Legally Permissible

The subject is located within an unincorporated area of Harris County. The county does not adhere to a comprehensive zoning ordinance, and the subject is not zoned for any particular use.

The tract includes typical utility easements which are not detrimental to development. The tract is restricted to school use.

#### Physically Possible

The physical attributes allow for a number of potential uses. Elements such as size, shape, availability of utilities, known hazards (flood, environmental, etc.), and other potential influences are described in the Site Description and have been considered. There are no items of a physical nature that would materially limit appropriate and likely development.

The physical characteristics of the site support a variety of uses. Given the subject's size and location along multiple primary thoroughfares, a school site would be physically possible.

The acquisition is located along the east and north property lines of the tract. The shape and location of the subject acquisition is such that it cannot be considered an economic unit. As such, its highest and best use would be in conjunction with the development of the whole property.

#### Financially Feasible

In determining which uses are legally permissible and physically possible, an appraiser eliminates some uses from consideration. Then the uses that meet the first two criteria are analyzed further. If the uses are income-producing, the analysis will study which are likely to produce an income, or return, equal to or greater than the amount needed to satisfy operating expenses, financial obligations, and capital amortization. All uses that are expected to produce a positive return are regarded as financially feasible.

The site is located in a suburban area which predominantly includes residential development. A school site within or near residential development is financially feasible.

Maximally Productive

Among the financially feasible uses, the use that results in the highest value (the maximally productive use) is the highest and best use. Considering these factors, the maximally productive use as though vacant is for a school site.

Conclusion of Highest and Best Use As If Vacant

The conclusion of the highest and best use as if vacant is for a school site.

# Land Valuation

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## Methodology

Site Value is most often estimated using the sales comparison approach. This approach develops an indication of market value by analyzing closed sales, listings, or pending sales of properties similar to the subject, focusing on the difference between the subject and the comparables using all appropriate elements of comparison. This approach is based on the principles of supply and demand, balance, externalities, and substitution, or the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership.

## Unit of Comparison

The unit of comparison depends on land use economics and how buyers and sellers use the property. The unit of comparison in this analysis is price per square foot.

## Elements of Comparison

Elements of comparison are the characteristics or attributes of properties and transactions that cause the prices of real estate to vary. The primary elements of comparison considered in sales comparison analysis are as follows: (1) property rights conveyed, (2) financing terms, (3) conditions of sale, (4) expenditures made immediately after purchase, (5) market conditions, (6) location, and (7) physical characteristics.

## Comparable Sales Data

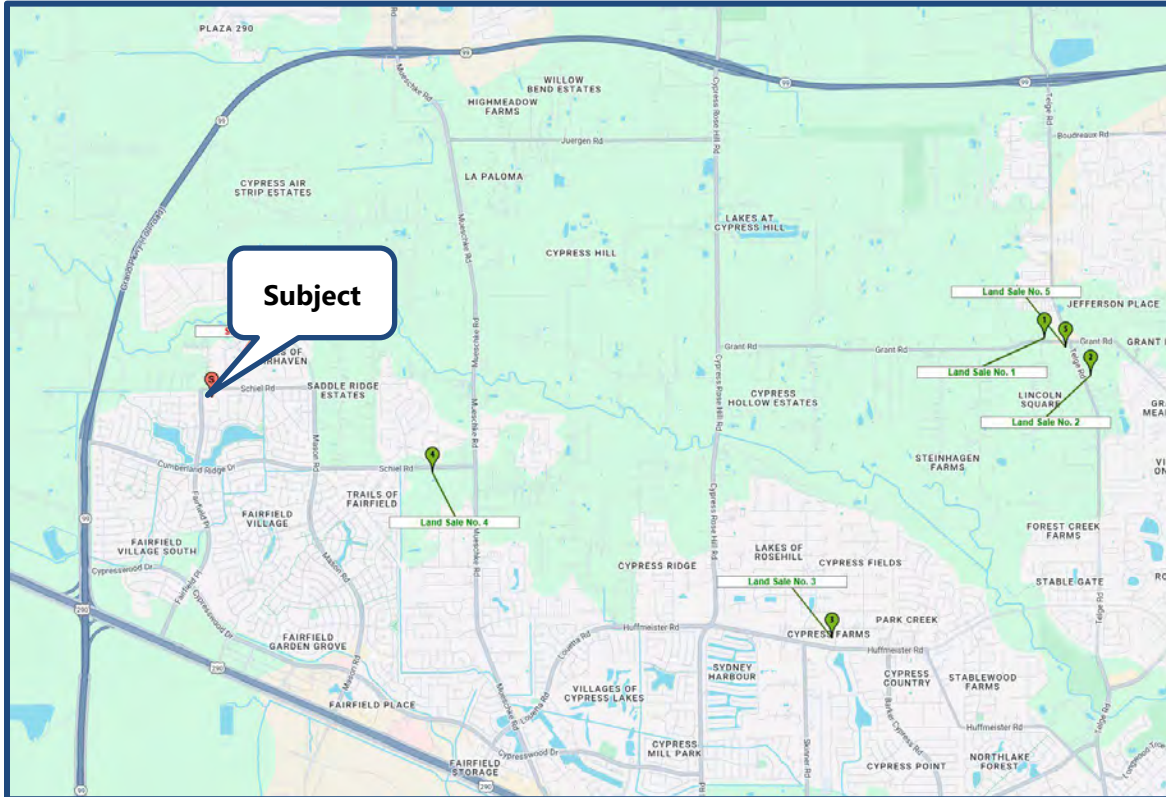
To obtain and verify comparable sales of vacant land properties, we conducted a search of public records, field surveys, interviews with knowledgeable real estate professionals in the area, and a review of our internal database.

We included five sales in our analysis, as these sales were judged to be the most comparable to develop an indication of market value for the subject property.

The following is a table summarizing each sale comparable and a map illustrating the location of each in relation to the subject. Details of each comparable follow the location map.

**Land Sales Summary**

Comp. No.	Date of Sale	Acres	Sq. Ft.	Location	Sale Price Actual	Per Sq. Ft.
1	11/8/2024	24.7090	1,076,324	North line of Grant Road, just west of Telge Road	\$4,200,000	\$3.90
2	7/16/2024	9.9890	435,121	17034 Telge Road	\$1,550,000	\$3.56
3	4/19/2024	10.7078	466,432	17210 Huffmeister Road	\$3,265,024	\$7.00
4	12/20/2022	25.1320	1,094,750	South line of Schiel Road, west of Mueschke road	\$6,130,600	\$5.60
5	10/6/2022	50.2900	2,190,632	Southwest corner of Grant Road and Telge Road	\$9,176,531	\$4.19

**COMPARABLE SALES MAP**


## LAND SALE #1

### Property Identification

<b>Address</b>	North line of Grant Road, just west of Telge Road
<b>City County State Zip</b>	Cypress, Harris County, Texas 77429
<b>MSA</b>	Houston
<b>Tax ID</b>	0480970000010, 0480970000014, 0480970000015
<b>VPA Property/Sale ID</b>	11488187/1785284



### Transaction Data

<b>Sale Status</b>	Closed
<b>Sale Date</b>	11/8/2024
<b>Grantor/Seller</b>	Greg D. Denault and spouse, Tami L. Denault
<b>Grantee/Buyer</b>	Gregory L. Miller, Trustee of the Gregory Lloyd Miller GST Exempt Trust, et al
<b>Recording Number</b>	RP-2024-417759
<b>Property Rights</b>	Fee Simple
<b>Financing</b>	Cash to Seller
<b>Conditions of Sale</b>	Typical
<b>Sales Price</b>	\$4,200,000
<b>Post-Sale Exp. Adj.</b>	\$100,000
<b>Adjusted Sales Price</b>	\$4,300,000

### Property Description

<b>Proposed Use</b>	Investment
<b>Gross Land Area</b>	24.7090 Acres/1,076,324 SF
<b>Usable Land Area</b>	24.7090 Acres/1,076,324 SF
<b>Frontage Feet</b>	945
<b>Visibility</b>	Average
<b>Corner/Interior</b>	Mid-Block
<b>Shape</b>	Primarily rectangular
<b>Topography</b>	Level
<b>Utilities</b>	Private utilities
<b>Drainage</b>	Assumed adequate
<b>Flood Hazard Zone</b>	Zone X (unshaded)
<b>Zoning Code</b>	Not Zoned

### Adjusted Sales Price Indicators

<b>Price per Gross Acre</b>	\$174,026
<b>Price per Gross SF</b>	\$4.00
<b>Price per Usable Acre</b>	\$174,026
<b>Price per Usable SF</b>	\$4.00
<b>Price per Front Foot</b>	\$4,548.34

### Remarks

This property included a single-family residence and agricultural improvements at the time of sale. However, the broker indicated the tract was sold for land value only. A cost of \$100,000 has been added to account for demolition of the improvements. The buyer purchased as an investment with no plans for development at this time.

## LAND SALE #2

### Property Identification

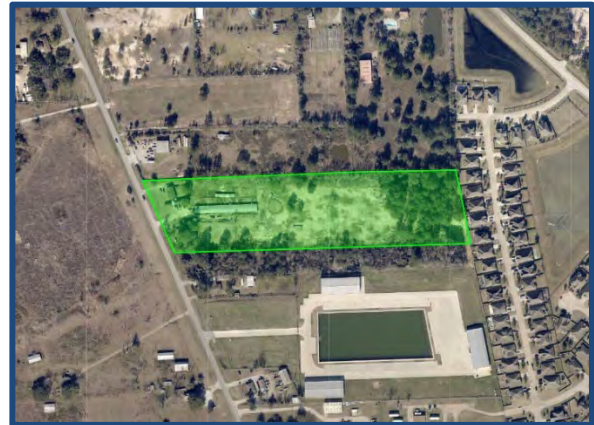
<b>Address</b>	17034 Telge Road
<b>City County State Zip</b>	Cypress, Harris County, Texas 77429
<b>MSA</b>	Houston
<b>Tax ID</b>	0420610000063, 0420610000048
<b>VPA Property/Sale ID</b>	11479018/1779181

### Transaction Data

<b>Sale Status</b>	Closed
<b>Sale Date</b>	7/16/2024
<b>Grantor/Seller</b>	Kevin Ross Watts, Independent Executor of the Estate of William Herbert Watts, Deceased
<b>Grantee/Buyer</b>	LAP LUA, LLC
<b>Recording Number</b>	RP-2024-256680
<b>Property Rights</b>	Fee Simple
<b>Financing</b>	Cash to Seller
<b>Conditions of Sale</b>	Typical
<b>Days on Market</b>	54
<b>Sales Price</b>	\$1,550,000
<b>Post-Sale Exp. Adj.</b>	\$0
<b>Non-Realty Items Adj.</b>	\$0
<b>Adjusted Sales Price</b>	\$1,550,000

### Adjusted Sales Price Indicators

<b>Price per Gross Acre</b>	\$155,171
<b>Price per Gross SF</b>	\$3.56
<b>Price per Usable Acre</b>	\$155,171
<b>Price per Usable SF</b>	\$3.56
<b>Price per Front Foot</b>	\$4,454.66



### Property Description

<b>Gross Land Area</b>	9.9890 Acres/435,121 SF
<b>Usable Land Area</b>	9.9890 Acres/435,121 SF
<b>Frontage Feet</b>	348
<b>Visibility</b>	Average
<b>Corner/Interior</b>	Mid-Block
<b>Shape</b>	Rectangular
<b>Topography</b>	Level
<b>Utilities</b>	Private utilities
<b>Drainage</b>	Assumed adequate
<b>Flood Hazard Zone</b>	Zone AE
<b>Zoning Code</b>	Not Zoned

### Remarks

Buyer purchased as an investment and intends to develop with an unknown use in the future. The tract was improved with horse stalls and was leased to a stable operator. The buyer will continue the lease for 1 year to offset holding costs while determining what they want to develop. A water well and septic are located on the property, but development to a higher density will likely require additional services.

## LAND SALE #3

### Property Identification

<b>Address</b>	17210 Huffmeister Road
<b>City County State Zip</b>	Cypress, Harris County, Texas 77429
<b>MSA</b>	Houston
<b>Tax ID</b>	0110370000008
<b>VPA Property/Sale ID</b>	11453739/1762326

### Transaction Data

<b>Sale Status</b>	Closed
<b>Sale Date</b>	4/19/2024
<b>Grantor/Seller</b>	JLI 17210 Huffmeister SPE, LLC
<b>Grantee/Buyer</b>	Luxelocker Storage Fund, LP
<b>Recording Number</b>	RP-2024-140903
<b>Property Rights</b>	Fee Simple
<b>Financing</b>	Cash to Seller
<b>Conditions of Sale</b>	Typical
<b>Days on Market</b>	415
<b>Sales Price</b>	\$3,265,024
<b>Post-Sale Exp. Adj.</b>	\$10,000
<b>Adjusted Sales Price</b>	\$3,275,024

### Adjusted Sales Price Indicators

<b>Price per Gross Acre</b>	\$305,854
<b>Price per Gross SF</b>	\$7.02
<b>Price per Usable Acre</b>	\$305,854
<b>Price per Usable SF</b>	\$7.02
<b>Price per Front Foot</b>	\$8,660.19



### Property Description

<b>Gross Land Area</b>	10.7078 Acres/466,432 SF
<b>Usable Land Area</b>	10.7078 Acres/466,432 SF
<b>Frontage Feet</b>	378
<b>Water/Port Access</b>	No
<b>Visibility</b>	Average
<b>Corner/Interior</b>	Mid-Block
<b>Shape</b>	Rectangular
<b>Topography</b>	Level
<b>Utilities</b>	Public utilities available
<b>Drainage</b>	Assumed adequate
<b>Flood Hazard Zone</b>	Zone X (unshaded)
<b>Zoning Code</b>	Not Zoned

### Remarks

The property included an old residence at the time of sale. The improvements contributed no value as the tract was purchased for development. Demolition costs have been estimated at \$10,000 (rounded). The listing broker purchased the tract 16 months prior for \$1.9 million (\$4.07/sf). He said the sales price of the most recent transaction was high, he expected to get \$5.50-\$6.00/sf, but the buyers were out of state, and they wanted this tract. The tract did not have public utilities as of listing, but the buyers were able to secure connection during the due diligence phase.

## LAND SALE #4

### Property Identification

<b>Address</b>	South line of Schiel Road, west of Mueschke road
<b>City County State Zip</b>	Cypress, Harris County, Texas 77433
<b>MSA</b>	Houston
<b>Tax ID</b>	0472000000007
<b>VPA Property/Sale ID</b>	11478856/1779061

### Transaction Data

<b>Sale Status</b>	Closed
<b>Sale Date</b>	12/20/2022
<b>Grantor/Seller</b>	Salli Foushee
<b>Grantee/Buyer</b>	AHV Schiel BFR Owner, LLC
<b>Recording Number</b>	RP-2022-596619
<b>Property Rights</b>	Fee Simple
<b>Financing</b>	Cash to Seller
<b>Conditions of Sale</b>	Assemblage
<b>Days on Market</b>	206
<b>Sales Price</b>	\$6,130,600
<b>Adjusted Sales Price</b>	\$6,130,600

### Adjusted Sales Price Indicators

<b>Price per Gross Acre</b>	\$243,936
<b>Price per Gross SF</b>	\$5.60
<b>Price per Usable Acre</b>	\$243,936
<b>Price per Usable SF</b>	\$5.60
<b>Price per Front Foot</b>	\$6,846.70



### Property Description

<b>Proposed Use</b>	BTR development
<b>Gross Land Area</b>	25.1320 Acres/1,094,750 SF
<b>Usable Land Area</b>	25.1320 Acres/1,094,750 SF
<b>Frontage Feet</b>	895
<b>Visibility</b>	Average
<b>Corner/Interior</b>	Mid-Block
<b>Shape</b>	Rectangular
<b>Topography</b>	Level
<b>Utilities</b>	None at time of sale
<b>Drainage</b>	Assumed adequate
<b>Flood Hazard Zone</b>	Zone X (unshaded)
<b>Zoning Code</b>	Not Zoned

### Remarks

Vacant tract purchased for the development of a build to rent community. The buyer purchased the 19.378 acres adjacent to the south for an unknown amount. This tract provided access to and frontage along Schiel Road. The tract was not in a MUD district at the time of sale.

## LAND SALE #5

### Property Identification

<b>Address</b>	Southwest corner of Grant Road and Telge Road
<b>City County State Zip</b>	Cypress, Harris County, Texas 77429
<b>MSA</b>	Houston
<b>Tax ID</b>	1423610010050, 0420610000038, 0420610000025, etc
<b>VPA Property/Sale ID</b>	11475340/1776633

### Transaction Data

<b>Sale Status</b>	Closed
<b>Sale Date</b>	10/6/2022
<b>Grantor/Seller</b>	Lawrence Borgstedt, et al
<b>Grantee/Buyer</b>	Weekley Homes, LLC
<b>Recording Number</b>	RP-2022-498759, RP-2022-498760

<b>Property Rights</b>	Fee Simple
<b>Financing</b>	Cash to Seller
<b>Conditions of Sale</b>	Typical
<b>Sales Price</b>	\$9,176,531
<b>Adjusted Sales Price</b>	\$9,176,531

### Adjusted Sales Price Indicators

<b>Price per Gross Acre</b>	\$182,472
<b>Price per Gross SF</b>	\$4.19



### Property Description

<b>Proposed Use</b>	Residential Development
<b>Gross Land Area</b>	50.2900 Acres/2,190,632 SF
<b>Usable Land Area</b>	50.2900 Acres/2,190,632 SF
<b>Visibility</b>	Average
<b>Corner/Interior</b>	Corner
<b>Shape</b>	Irregular
<b>Topography</b>	Level
<b>Utilities</b>	Public utilities available
<b>Drainage</b>	Assumed adequate
<b>Flood Hazard Zone</b>	Zone X (unshaded)
<b>Zoning Code</b>	Not Zoned

### Remarks

Weekley Homes purchased this 50.29-acre tract to develop a build-to-rent community. They were able to get annexed into MUD 5 for public utilities. The corner, approximately 10 acres, was sold subsequently for commercial development for an undisclosed price.

## Land Sales Comparison Analysis

When necessary, adjustments were made for differences in various elements of comparison, including property rights conveyed, financing terms, conditions of sale, expenditures made immediately after purchase, market conditions, location, and other physical characteristics. If the element in comparison is considered superior to that of the subject, we applied a negative adjustment. Conversely, a positive adjustment was applied if inferior. A summary of the elements of comparison follows.

### Transaction Adjustments

Transaction adjustments include 1) real property rights conveyed, 2) financing terms, 3) conditions of sale, and 4) expenditures made immediately after purchase. These items, which are applied prior to the market conditions and property adjustments, are discussed as follows:

### Real Property Rights Conveyed

Real property rights conveyed influence sale prices and must be considered when analyzing a sale comparable. All of the sales were conveyed in the similar interests and no adjustments are warranted.

### Financing Terms

The transaction price of one property may differ from that of an identical property due to different financial arrangements. Sales involving financing terms that are not at or near market terms require adjustments for cash equivalency to reflect typical market terms. A cash equivalency procedure discounts the atypical mortgage terms to provide an indication of value at cash equivalent terms. All of the sales were transacted at market terms.

### Conditions of Sale

When the conditions of sale are atypical, the result may be a price that is higher or lower than that of a normal transaction. Adjustments for conditions of sale usually reflect the motivations of either a buyer or a seller who is under duress to complete the transaction. Another more typical condition of sale involves the downward adjustment required to a comparable property's for-sale listing price, which usually reflects the upper limit of value. All of sales are arm's length transactions; therefore, no condition of sale adjustment was warranted.

Land Sale 4 was purchased as part of an assemblage. However, the broker stated he felt the sales price of this tract was at market. As such, no conditions of sale adjustment was made for this factor.

### Expenditures Made Immediately After Purchase

A knowledgeable buyer considers expenditures required upon purchase of a property, as these costs affect the price the buyer agrees to pay. Such expenditures may include: costs to demolish and remove any portion of the improvements, costs to petition for a zoning change, and/or costs to remediate environmental contamination.

The relevant figure is not the actual cost incurred, but the cost anticipated by both the buyer and seller. Unless the sales involved expenditures anticipated upon the purchase date, no adjustments to the comparable sales are required for this element of comparison.

Land Sales 1 and 3 included older residential improvements on the site at the time of sale. Demolition costs of \$100,000 and \$10,000, respectively, were added to the sale prices.

## Market Conditions Adjustment

Market conditions change over time because of inflation, deflation, fluctuations in supply and demand, or other factors. Changing market conditions may create a need for adjustment to comparable sale transactions completed during periods of dissimilar market conditions.

While sales are limited due to overall economic uncertainty and high interest rates, discussions with market participants and a review of market data indicate overall market conditions for vacant land properties have been improving. As such, we applied an adjustment to each comparable based on a factor of 5% per year.

## Property Adjustments

Property adjustments are usually expressed quantitatively as percentages or dollar amounts that reflect the differences in value attributable to the various characteristics of the property. In some instances, however, qualitative adjustments are used. These adjustments are based on locational and physical characteristics and are applied after transaction and market conditions adjustments.

### Location

Location adjustments may be required when the locational characteristics of a comparable are different from those of the subject. These characteristics can include general neighborhood characteristics, freeway accessibility, street exposure, corner- versus interior-lot location, neighboring properties, view amenities, and other factors.

The subject site is located at the southeast corner of Schiel Road and Fairfield Place Drive with good access and visibility.

Land Sale 1 is located along Grant Road, just west of Telge Road. Grant Road is a two-lane road, inferior to Schiel Road. Further, the immediate area has less dense development. This location is inferior, and an upward adjustment was made.

Land Sale 2 is located along Telge Road, just south of Grant Road. Telge Road is a two-lane road at this location and development is less dense than the area of the subject. This location is inferior, and an upward adjustment was made.

Land Sale 3 is located along Huffmeister Road and shares a comparable location to the subject. No adjustment was made.

Land Sale 4 is located along the south line of Schiel Road just east of the subject. The location is similar, and no adjustment was made.

Land Sale 5 is located at the southwest corner of Grant Road and Telge Road. Both roads are two-lane roads inferior to Schiel Road. Further, the immediate area has less dense development. This location is inferior, and an upward adjustment was made.

### Size

The size adjustment addresses variance in the physical size of the comparables and that of the subject, as a larger parcel typically commands a lower price per unit than a smaller parcel. This inverse relationship is due, in part, to the principle of "economies of scale."

The subject whole property consists of 14.8700 acres of land.

Land Sales 1 and 4 are 24.7090 acres and 25.1320 acres, respectively, and are similar to the subject. No adjustments were made.

Land Sales 2 and 3 are 9.9890 acres and 10.7078 acres in size, respectively, and are smaller than the subject whole property. Downward adjustments were made for the smaller sizes.

Land Sale 5 is 50.2900 acres, larger than the subject. An upward adjustment was made for the larger size.

#### Shape/Depth

The subject whole property is a generally rectangular shaped tract and is functional for use.

The land sales have regular and/or functional shapes similar to the subject and no adjustments have been made.

#### Corner Exposure/Frontage/Access

Tracts with major street influence tend to bring higher prices than otherwise comparable secondary locations. Additionally, tracts featuring corner influence typically command higher prices in the marketplace, as opposed to interior locations. For retail users, the hard corner of an intersection may be marketed to a fairly large pool of small users (e.g. service stations, fast food restaurants, etc.) for sale.

The subject whole property has a corner location with frontage and access points along two main roadways.

Land Sales 1, 2, 3 and 4 have mid-block location and are inferior to the subject. Upward adjustments were made.

Land Sale 5 has a corner location and is similar to the subject. No adjustment was warranted.

#### Flood Zone

A property's location within flood zone areas is typically a negative factor due to the increased costs of raising improvements up out of the floodplain, as well as additional insurance costs associated with improvements.

The subject is located in Zone X (unshaded).

Land Sale 2 is wholly within Zone AE and is inferior to the subject. An upward adjustment was made.

Land Sales 1, 3, 4 and 5 are outside of a flood hazard area and are similar to the subject. No adjustments were made.

#### Utilities

The subject whole property has access to public utilities.

Land Sales 1, 2 and 4 either had private utilities or require private utilities and are inferior to the subject. Upward adjustments were warranted.

Land Sales 3 and 5 included or had access to public utilities at the time of sale and are similar to the subject. No adjustments were made.

#### Zoning

The highest and best use of sale comparables should be very similar to that of the subject property. When comparables with the same zoning as the subject are lacking or scarce, parcels with slightly different zoning, but a highest and best use similar to that of the subject may be used as comparables. These comparables may require an adjustment for differences in utility if the market supports such adjustment.

The subject site and sales are located in an area with no zoning ordinance. No adjustments were required for this category.

#### Summary of Adjustments

Presented on the following page is a summary of the adjustments made to the sale comparables. As noted earlier, these quantitative adjustments were based on our market research, best judgment, and experience in the appraisal of similar properties.

**Land Sales Adjustment Grid**

	Subject	Sale #1	Sale #2	Sale #3	Sale #4	Sale #5
Sale ID		1785284	1779181	1762326	1779061	1776633
Date of Value/Sale Date	3/20/2025	11/8/2024	7/16/2024	4/19/2024	12/20/2022	10/6/2022
Unadjusted Sale Price		\$4,200,000	\$1,550,000	\$3,265,024	\$6,130,600	\$9,176,531
Acres	14.8700	24.7090	9.9890	10.7078	25.1320	50.2900
Square Feet	647,737	1,076,324	435,121	466,432	1,094,750	2,190,632
<b>Unadjusted Sale Price per Gross Sq. Ft.</b>		<b>\$3.90</b>	<b>\$3.56</b>	<b>\$7.00</b>	<b>\$5.60</b>	<b>\$4.19</b>
<b>Transactional Adjustments</b>						
<b>Property Rights Conveyed</b>	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>
Adjustment		0%	0%	0%	0%	0%
Adjusted Sale Price		\$3.90	\$3.56	\$7.00	\$5.60	\$4.19
<b>Financing Terms</b>	<i>Cash to Seller</i>	<i>Cash to Seller</i>	<i>Cash to Seller</i>	<i>Cash to Seller</i>	<i>Cash to Seller</i>	<i>Cash to Seller</i>
Adjustment		0%	0%	0%	0%	0%
Adjusted Sale Price		\$3.90	\$3.56	\$7.00	\$5.60	\$4.19
<b>Conditions of Sale</b>	<i>Typical</i>	<i>Typical</i>	<i>Typical</i>	<i>Typical</i>	<i>Assemblage</i>	<i>Typical</i>
Adjustment		0%	0%	0%	0%	0%
Adjusted Sale Price		\$3.90	\$3.56	\$7.00	\$5.60	\$4.19
<b>Expenditures After Sale</b>		<i>\$100,000</i>	<i>\$0</i>	<i>\$10,000</i>	<i>\$0</i>	<i>\$0</i>
Adjustment		2%	0%	0%	0%	0%
<b>Adjusted Sale Price</b>		<b>\$3.98</b>	<b>\$3.56</b>	<b>\$7.00</b>	<b>\$5.60</b>	<b>\$4.19</b>
<b>Market Conditions</b>						
<b>Elapsed Time from Date of Value</b>		<i>0.36 years</i>	<i>0.68 years</i>	<i>0.92 years</i>	<i>2.25 years</i>	<i>2.45 years</i>
Market Trend Through	March-25	1.8%	3.4%	4.6%	11.2%	12.3%
<b>Adjusted Sale Price</b>		<b>\$4.05</b>	<b>\$3.68</b>	<b>\$7.32</b>	<b>\$6.23</b>	<b>\$4.71</b>
<b>Physical Adjustments</b>						
<b>Location</b>	<i>22400 Fairfield Place Dr</i>	<i>North line of Grant Road, just west of Telge Road</i>	<i>17034 Telge Road</i>	<i>17210 Huffmeister Road</i>	<i>South line of Schiel Road, west of Mueschke road</i>	<i>Southwest corner of Grant Road and Telge Road</i>
Adjustment		10%	10%	-10%	0%	10%
<b>Size</b>	<i>14.8700 Acs.</i>	<i>24.7090 Acs.</i>	<i>9.9890 Acs.</i>	<i>10.7078 Acs.</i>	<i>25.1320 Acs.</i>	<i>50.2900 Acs.</i>
Adjustment		5%	0%	0%	5%	10%
<b>Shape/Depth</b>	<i>Primarily rectangular</i>	<i>Primarily rectangular</i>	<i>Rectangular</i>	<i>Rectangular</i>	<i>Rectangular</i>	<i>Irregular</i>
Adjustment		0%	0%	0%	0%	0%
<b>Corner Exposure</b>	<i>Corner</i>	<i>Mid-Block</i>	<i>Mid-Block</i>	<i>Mid-Block</i>	<i>Mid-Block</i>	<i>Corner</i>
Adjustment		5%	5%	5%	5%	0%
<b>Flood Zone</b>	<i>Zone X (unshaded)</i>	<i>Zone X (unshaded)</i>	<i>Zone A</i>	<i>Zone X (unshaded)</i>	<i>Zone X (unshaded)</i>	<i>Zone X (unshaded)</i>
Adjustment		0%	10%	0%	0%	0%
<b>Utilities</b>	<i>Public available</i>	<i>Private utilities</i>	<i>Private utilities</i>	<i>Public utilities available</i>	<i>None at time of sale</i>	<i>Public utilities available</i>
Adjustment		10%	10%	0%	10%	0%
<b>Zoning</b>	<i>Not Zoned</i>	<i>Not Zoned</i>	<i>Not Zoned</i>	<i>Not Zoned</i>	<i>Not Zoned</i>	<i>Not Zoned</i>
Adjustment		0%	0%	0%	0%	0%
<b>Net Adjustment</b>		<b>30%</b>	<b>35%</b>	<b>-5%</b>	<b>20%</b>	<b>20%</b>
<b>Adjusted Sale Price</b>		<b>\$5.27</b>	<b>\$4.97</b>	<b>\$6.95</b>	<b>\$7.48</b>	<b>\$5.65</b>

## Conclusion

From the market data available, we used six land sales in competitive market areas which were adjusted based on pertinent elements of comparison. The following table summarizes the unadjusted and adjusted unit prices:

### Land Sale Statistics

Metric	Unadjusted	Adjusted
Minimum Sale Price (\$/SqFt)	\$3.56	\$4.97
Maximum Sale Price (\$/SqFt)	\$7.00	\$7.48
Median Sale Price (\$/SqFt)	\$4.19	\$5.65
Mean Sale Price (\$/SqFt)	\$4.85	\$6.06

Each sale was given equal weight. Based on the adjusted prices, a unit value for the subject property of \$5.50 per square foot is indicated.

The indicated whole property value of the subject tract is calculated below.

### Land Value Indication

#### Market Value Opinion

$$14.8700 \text{ Acres (647,737 SF)} \quad \times \quad \$5.50 \text{ PSF} \quad = \quad \mathbf{\$3,562,554}$$

## Part to be Acquired

**VIEW OF SUBJECT ACQUISITION AREAS**



For the appraisal, we have utilized the land areas and dimensions in the surveys prepared by Landtech Inc. The partial acquisitions consist of 0.2066 acres, or 9,000 square feet, of land to be acquired known as Tract 371-11A WLE (western portion of tract) and 0.0654 acres, or 2,851 square feet, of land to be acquired known as Tract 371-11B WLE (eastern portion of tract). The acquisitions are 20 feet wide extending near the northern property line parallel to Schiel Road. For calculation purposes, the total taking measures 11,851 square feet.

The value of the acquisition parcels is comprised of the value of the land, plus the contributory value of improvements impacted by the acquisition (if any).

Information provided by the client indicates construction of the water line will be both open trench and trenchless construction. The driveway and trees are not impacted. The plans note some sidewalks, concrete paving, curbs, and gutters will be removed and later replaced. In that these items will be replaced, they are not included in the taking. There are no other site improvements located in the acquisition area.

The acquisitions are not standalone independent economic units and, as such, the value is based on the pro-rata share of the whole property. The unit value of the land in the acquisition is the same as that for the whole property, \$5.50 per square foot.

The proposed parcel is being acquired for a water line easement. Per the provided Right of Way and Easement Agreement from the client, the easement will be "a perpetual, unobstructed right of way and easement to lay, construct, alter, maintain, inspect, operate, service, repair, replace, relocate, change the size of, protect, patrol, and remove an underground water line together with appurtenances for the operation thereof." The easement will allow "(i) unimpaired ingress and egress to and from said Easement Area on public and private roads and (ii) unimpaired access on, over, and through said Easement Area for any and all purposes necessary and incident to the exercise of the [stated] rights. "

The property owner will continue to have some rights to the easement area. These rights include the right to construct landscaping (but not trees), irrigation systems, paved uncovered parking areas together with associated curbs, fences, private lighting, private electrical lines, jogging trails, sidewalks, and signage across the surface of the easement area. The property owner will also maintain the right to grant additional easements and rights of way across (but not along) the easement and retains all rights, if any, in and to oil, gas, sulfur, uranium, fissional materials, and other minerals under the surface of the easement area.

Based on the rights being acquired, the easement is valued at 90% of the fee simple value.

The total value of the proposed acquisition is calculated as follows:

Parts to be Acquired						
	Land Area		Unit Value		% of Fee	Value
Land Area - 37E-11A	9,000 SF	x	\$5.50 PSF	x	90%	\$44,550
Land Area - 37E-11B	2,851 SF	x	\$5.50 PSF	x	90%	\$14,113
Improvements						\$0
<b>Value of the Parts to be Acquired</b>						<b>\$58,663</b>

## Remainder Before the Acquisition

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In order to determine if there are damages due the owner as a result of the acquisition, it is necessary to calculate the values of the remainder tract, before and after the acquisition. The value of the remainder, before the acquisition, is the difference between the value of the larger parcel and the value of the acquisition parcels.

<b>Remainder Before the Acquisition</b>	
Value of the Whole Property	\$3,562,554
Less: Value of the Acquisition	-\$58,663
<b>Value of the Remainder Before the Acquisition</b>	<b>\$3,503,891</b>

## Remainder After the Acquisition

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The remainder after the acquisition tract will continue to contain 14.8700 acres, or 647,737 square feet, with the encumbered areas being 0.2066 acres, or 9,000 square feet, known as Tract 371-11A WLE and 0.0654 acres, or 2,851 square feet, known as Tract 371-11B WLE that total 11,851 square feet.

The remainder parcel will have the same location and physical characteristics before and after the acquisition. It is the appraiser's opinion there is no diminution or increase in the value of the remainder resulting from the partial acquisition. The value of the remainder after the acquisition is calculated as follows:

Remainder After the Acquisition							
	Land Area		Unit Value		% of Fee	=	Value
Unencumbered	635,886 SF	x	\$5.50 PSF	x	100%	=	\$3,497,373
Encumbered (Part Acquired)	11,851 SF	x	\$5.50 PSF	x	10%	=	\$6,518
Improvements							\$0
<b>Value of the Remainder After the Acquisition</b>							<b>\$3,503,891</b>

## Damages/Enhancements to the Remainder

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The remainder parcel will have the same location and physical characteristics before and after the acquisition. Further, the main the improvements are not impacted by the acquisition.

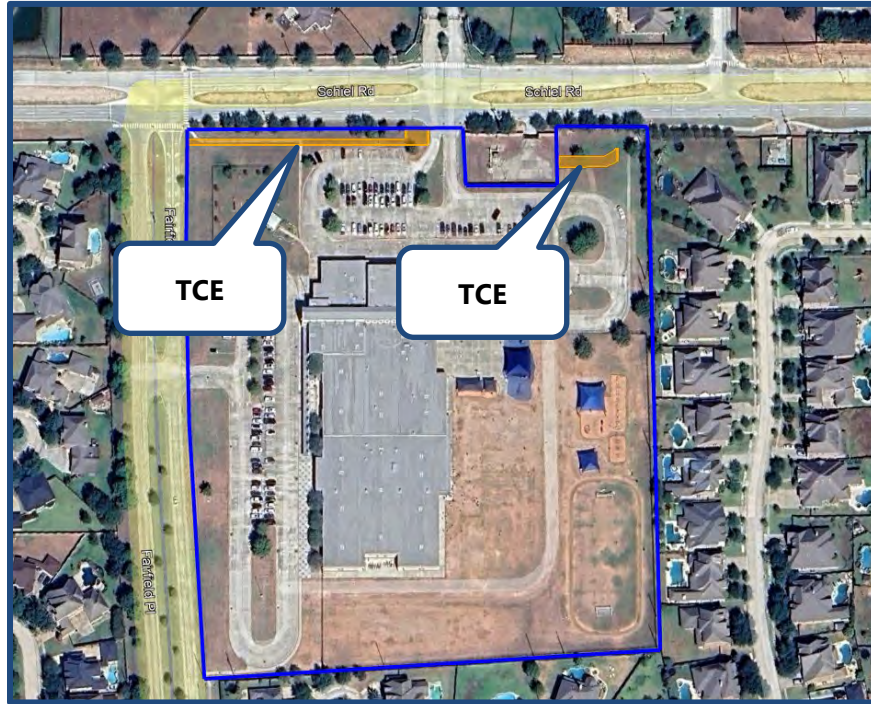
The remainder tract has not suffered a diminution in value. The value of the remainder before less remainder after the acquisition is calculated as follows and indicates no damages.

<b>Damages/Enhancements to the Remainder</b>	
Remainder Before	\$3,503,891
Less: Remainder After	(\$3,503,891)
<b>Damages/Enhancements to the Remainder</b>	<b>\$0</b>

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# Temporary Construction Easement

## VIEW OF TEMPORARY CONSTRUCTION EASEMENT AREAS SHADED IN ORANGE



For the appraisal, we have utilized the land areas and dimensions in the surveys prepared by Landtech Inc. NHCRWA has plans to acquire two temporary construction easement (TCE) totaling 6,763 square foot being Tract 371-11A which measures 0.1062 acres, or 4,625 square feet and Tract 371-11B which measures 0.0491 acres, or 2,138 square feet. The tracts of land are for use with the water line project. The temporary construction easements are located adjacent to the proposed water line easements.

In this case, the appraisers have valued the TCEs as a work construction area during the construction phase of the project reverting back to the property owner at the termination of the easement agreement. The time frame of the TCE is two years. However, the client has requested a value of the TCEs as of January 1, 2026. To this end, we have calculated an adjusted value based on the land value, date of value, and the market conditions adjustment noted in the Land Valuation section of this report. We note that January 1<sup>st</sup> is 286 days, or 78.4% of a year after the date of value noted in the Land Valuation. The calculation is summarized below:

### Market Condition Adjusted Value

Initial Price	Time	Annual Rate	Growth
\$5.50	x 78.4% of year	x 5.0%	= \$0.22
		Plus: Initial Price	<u>\$5.50</u>
		<b>Time Adjusted Value</b>	<b>\$5.72</b>

This analysis assumes any site improvements within the easement area that will be impacted during the easement term will be replaced by project contractors.

TCE areas are equivalent to short-term ground leases and have been valued as such. Based on a 10% annual rate of return, the estimated fee simple value for the land area within the TCE is estimated as follows:

**Temporary Construction Easement Value Indication**

Tract	Tract Size	Unit Value	Fee Simple Value	Annual Rate of Return	Term	Total
371-11A TCE	4,625 SF x	\$5.72 PSF =	\$26,455 x	10.0% x	2.0 year(s) =	\$5,291
371-11B TCE	2,138 SF x	\$5.72 PSF =	\$12,229 x	10.0% x	2.0 year(s) =	\$2,446
<b>Total</b>						<b>\$7,737</b>

## Material Impairment of Direct Access

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The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by Senate Bill 18 of the Texas 82nd Regular Legislative Session. The remainder property will have similar access as the whole property, as such; we find that there is no material impairment of access damages as a result of the acquisition.

## Compensation Estimate

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The value of the subject whole, the partial acquisition, the remainder before the acquisition, the remainder after the acquisition, damages to the remainder, cost to cure damages were estimated in the preceding section of this report. Utilizing these value estimates, total just compensation due the property owner is computed as follows:

<b>Compensation Summary</b>	
Partial Acquisitions	\$58,663
Partial Acquisitions - Temporary Construction Easements	\$7,737
Damages (Remainder Before less Remainder After)	\$0
Cost to Cure	\$0
<b>Total Compensation</b>	<b>\$66,400</b>

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# General Assumptions and Limiting Conditions

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This appraisal is subject to the following limiting conditions:

1. The legal description – if furnished to us – is assumed to be correct.
2. No responsibility is assumed for legal matters, questions of survey or title, soil or subsoil conditions, engineering, availability or capacity of utilities, or other similar technical matters. The appraisal does not constitute a survey of the property appraised. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear, under responsible ownership and competent management unless otherwise noted.
3. Unless otherwise noted, the appraisal will value the property as though free of contamination. Valbridge Property Advisors | VPA Houston and Dallas, Inc. will conduct no hazardous materials or contamination inspection of any kind. It is recommended that the client hire an expert if the presence of hazardous materials or contamination poses any concern.
4. Unless otherwise noted, it is assumed there are no encroachments, zoning violations or restrictions existing in the subject property.
5. The appraiser is not required to give testimony or attendance in court by reason of this appraisal, unless previous arrangements have been made.
6. Unless expressly specified in the engagement letter, the fee for this appraisal does not include the attendance or giving of testimony by Appraiser at any court, regulatory, or other proceedings, or any conferences or other work in preparation for such proceeding. If any partner or employee of Valbridge Property Advisors | VPA Houston and Dallas, Inc. is asked or required to appear and/or testify at any deposition, trial, or other proceeding about the preparation, conclusions or any other aspect of this assignment, client shall compensate Appraiser for the time spent by the partner or employee in appearing and/or testifying and in preparing to testify according to the Appraiser's then current hourly rate plus reimbursement of expenses.
7. The values for land and/or improvements, as contained in this report, are constituent parts of the total value reported and neither is (or are) to be used in making a summation appraisal of a combination of values created by another appraiser. Either is invalidated if so used.

8. The dates of value to which the opinions expressed in this report apply are set forth in this report. We assume no responsibility for economic or physical factors occurring at some point at a later date, which may affect the opinions stated herein. The forecasts, projections, or operating estimates contained herein are based on current market conditions and anticipated short-term supply and demand factors and are subject to change with future conditions.
9. The sketches, maps, plats and exhibits in this report are included to assist the reader in visualizing the property. The appraiser has made no survey of the property and assumed no responsibility in connection with such matters.
10. The information, estimates and opinions, which were obtained from sources outside of this office, are considered reliable. However, no liability for them can be assumed by the appraiser.
11. Possession of this report, or a copy thereof, does not carry with it the right of publication. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to property value, the identity of the appraisers, professional designations, reference to any professional appraisal organization or the firm with which the appraisers are connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval.
12. No claim is intended to be expressed for matters of expertise that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers. We claim no expertise in areas such as, but not limited to, legal, survey, structural, environmental, pest control, mechanical, etc.
13. This appraisal was prepared for the sole and exclusive use of the client for the function outlined herein. Any party who is not the client or intended user identified in the appraisal or engagement letter is not entitled to rely upon the contents of the appraisal without express written consent of Valbridge Property Advisors | VPA Houston and Dallas, Inc. and Client. The Client shall not include partners, affiliates, or relatives of the party addressed herein. The appraiser assumes no obligation, liability or accountability to any third party.
14. Distribution of this report is at the sole discretion of the client, but third-parties not listed as an intended user on the face of the appraisal or the engagement letter may not rely upon the contents of the appraisal. In no event shall client give a third-party a partial copy of the appraisal report. We will make no distribution of the report without the specific direction of the client.
15. This appraisal shall be used only for the function outlined herein, unless expressly authorized by Valbridge Property Advisors | VPA Houston and Dallas, Inc.

16. This appraisal shall be considered in its entirety. No part thereof shall be used separately or out of context.
17. Unless otherwise noted in the body of this report, this appraisal assumes that the subject property does not fall within the areas where mandatory flood insurance is effective. Unless otherwise noted, we have not completed nor have we contracted to have completed an investigation to identify and/or quantify the presence of non-tidal wetland conditions on the subject property. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
18. The flood maps are not site specific. We are not qualified to confirm the location of the subject property in relation to flood hazard areas based on the FEMA Flood Insurance Rate Maps or other surveying techniques. It is recommended that the client obtain a confirmation of the subject property's flood zone classification from a licensed surveyor.
19. If the appraisal is for mortgage loan purposes 1) we assume satisfactory completion of improvements if construction is not complete, 2) no consideration has been given for rent loss during rent-up unless noted in the body of this report, and 3) occupancy at levels consistent with our "Income and Expense Projection" are anticipated.
20. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
21. Our inspection included an observation of the land and improvements thereon only. It was not possible to observe conditions beneath the soil or hidden structural components within the improvements. We inspected the buildings involved, and reported damage (if any) by termites, dry rot, wet rot, or other infestations as a matter of information, and no guarantee of the amount or degree of damage (if any) is implied. Condition of heating, cooling, ventilation, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. Should the client have concerns in these areas, it is the client's responsibility to order the appropriate inspections. The appraiser does not have the skill or expertise to make such inspections and assumes no responsibility for these items.
22. This appraisal does not guarantee compliance with building code and life safety code requirements of the local jurisdiction. It is assumed that all required licenses, consents, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value conclusion contained in this report is based unless specifically stated to the contrary.

23. When possible, we have relied upon building measurements provided by the client, owner, or associated agents of these parties. In the absence of a detailed rent roll, reliable public records, or "as-built" plans provided to us, we have relied upon our own measurements of the subject improvements. We follow typical appraisal industry methods; however, we recognize that some factors may limit our ability to obtain accurate measurements including, but not limited to, property access on the day of inspection, basements, fenced/gated areas, grade elevations, greenery/shrubbery, uneven surfaces, multiple story structures, obtuse or acute wall angles, immobile obstructions, etc. Professional building area measurements of the quality, level of detail, or accuracy of professional measurement services are beyond the scope of this appraisal assignment.
24. We have attempted to reconcile sources of data discovered or provided during the appraisal process, including assessment department data. Ultimately, the measurements that are deemed by us to be the most accurate and/or reliable are used within this report. While the measurements and any accompanying sketches are considered to be reasonably accurate and reliable, we cannot guarantee their accuracy. Should the client desire a greater level of measuring detail, they are urged to retain the measurement services of a qualified professional (space planner, architect or building engineer). We reserve the right to use an alternative source of building size and amend the analysis, narrative and concluded values (at additional cost) should this alternative measurement source reflect or reveal substantial differences with the measurements used within the report.
25. In the absence of being provided with a detailed land survey, we have used assessment department data to ascertain the physical dimensions and acreage of the property. Should a survey prove this information to be inaccurate, we reserve the right to amend this appraisal (at additional cost) if substantial differences are discovered.
26. If only preliminary plans and specifications were available for use in the preparation of this appraisal, then this appraisal is subject to a review of the final plans and specifications when available (at additional cost) and we reserve the right to amend this appraisal if substantial differences are discovered.
27. Unless otherwise stated in this report, the value conclusion is predicated on the assumption that the property is free of contamination, environmental impairment or hazardous materials. Unless otherwise stated, the existence of hazardous material was not observed by the appraiser and the appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required for discovery. The client is urged to retain an expert in this field, if desired.

28. The Americans with Disabilities Act (“ADA”) became effective January 26, 1992. We have not made a specific compliance survey of the property to determine if it is in conformity with the various requirements of the ADA. It is possible that a compliance survey of the property, together with an analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect on the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in developing an opinion of value.
29. This appraisal applies to the land and building improvements only. The value of trade fixtures, furnishings, and other equipment, or subsurface rights (minerals, gas, and oil) were not considered in this appraisal unless specifically stated to the contrary.
30. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated, unless specifically stated to the contrary.
31. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute prediction of future operating results. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance.
32. Any estimate of insurable value, if included within the scope of work and presented herein, is based upon figures developed consistent with industry practices. However, actual local and regional construction costs may vary significantly from our estimate and individual insurance policies and underwriters have varied specifications, exclusions, and non-insurable items. As such, we strongly recommend that the Client obtain estimates from professionals experienced in establishing insurance coverage. This analysis should not be relied upon to determine insurance coverage and we make no warranties regarding the accuracy of this estimate.
33. The data gathered in the course of this assignment (except data furnished by the Client) shall remain the property of the Appraiser. The appraiser will not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished to the appraiser. Notwithstanding the foregoing, the Appraiser is authorized by the client to disclose all or any portion of the appraisal and related appraisal data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable the appraiser to comply with the Bylaws and Regulations of such Institute now or hereafter in effect.

34. You and Valbridge Property Advisors | VPA Houston and Dallas, Inc. both agree that any dispute over matters in excess of \$5,000 will be submitted for resolution by arbitration. This includes fee disputes and any claim of malpractice. The arbitrator shall be mutually selected. If Valbridge Property Advisors | VPA Houston and Dallas, Inc. and the client cannot agree on the arbitrator, the presiding head of the Local County Mediation & Arbitration panel shall select the arbitrator. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, by agreeing to binding arbitration, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury. In the event that the client, or any other party, makes a claim against VPA Houston and Dallas, Inc. or any of its employees in connections with or in any way relating to this assignment, the maximum damages recoverable by such claimant shall be the amount actually received by Valbridge Property Advisors | VPA Houston and Dallas, Inc. for this assignment, and under no circumstances shall any claim for consequential damages be made.
35. Valbridge Property Advisors | VPA Houston and Dallas, Inc. shall have no obligation, liability, or accountability to any third party. Any party who is not the "client" or intended user identified on the face of the appraisal or in the engagement letter is not entitled to rely upon the contents of the appraisal without the express written consent of Valbridge Property Advisors | VPA Houston and Dallas, Inc. "Client" shall not include partners, affiliates, or relatives of the party named in the engagement letter. Client shall hold Valbridge Property Advisors | VPA Houston and Dallas, Inc. and its employees harmless in the event of any lawsuit brought by any third party, lender, partner, or part-owner in any form of ownership or any other party as a result of this assignment. The client also agrees that in case of lawsuit arising from or in any way involving these appraisal services, client will hold Valbridge Property Advisors | VPA Houston and Dallas, Inc. harmless from and against any liability, loss, cost, or expense incurred or suffered by Valbridge Property Advisors | VPA Houston and Dallas, Inc. in such action, regardless of its outcome.
36. The Valbridge Property Advisors office responsible for the preparation of this report is independently owned and operated by VPA Houston and Dallas, Inc. Neither Valbridge Property Advisors, Inc., nor any of its affiliates has been engaged to provide this report. Valbridge Property Advisors, Inc. does not provide valuation services, and has taken no part in the preparation of this report.
37. If any claim is filed against any of Valbridge Property Advisors, Inc., a Florida Corporation, its affiliates, officers or employees, or the firm providing this report, in connection with, or in any way arising out of, or relating to, this report, or the engagement of the firm providing this report, then (1) under no circumstances shall such claimant be entitled to consequential, special or other damages, except only for direct compensatory damages, and (2) the maximum amount of such compensatory damages recoverable by such claimant shall be the amount actually received by the firm engaged to provide this report.

38. This report and any associated work files may be subject to evaluation by Valbridge Property Advisors, Inc., or its affiliates, for quality control purposes.
39. Acceptance and/or use of this appraisal report constitutes acceptance of the foregoing general assumptions and limiting conditions.

## Certification – Jason Mushinski, MAI

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I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. The undersigned has not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. Jason Mushinski personally inspected the subject property.
10. No one provided significant real property appraisal assistance to the person signing this certification, unless otherwise noted.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, the undersigned has completed the continuing education program for Designated Members of the Appraisal Institute.

14.



Jason Mushinski, MAI  
Senior Managing Director  
Texas License #TX-1335986-G  
[jmushinski@valbridge.com](mailto:jmushinski@valbridge.com)

## Certification – Richard Jander, MAI

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I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. The undersigned has not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. Richard Jander has not personally inspected the subject property.
10. No one provided significant real property appraisal assistance to the person signing this certification, unless otherwise noted.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, the undersigned has completed the continuing education program for Designated Members of the Appraisal Institute.



Richard Jander, MAI

Director

Texas License #TX-1337369-G

[rjander@valbridge.com](mailto:rjander@valbridge.com)

# Addenda

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Part Acquired Survey

Title Report

Glossary

Qualifications

- Jason Mushinski, MAI – Senior Managing Director
- Richard Jander, MAI – Director

Information on Valbridge Property Advisors

Office Locations

## Part Acquired Surveys

371-11A WLE  
Page 1 of 2**TRACT 371-11A WLE  
NHCRWA  
WATER LINE EASEMENT (WLE)****METES AND BOUNDS OF  
0.2066-ACRE OF LAND SITUATED IN THE  
J. W. BAKER SURVEY, ABSTRACT 116  
HARRIS COUNTY, TEXAS**

Being a 0.2066-acre (9,000 square feet) tract out of Restricted Reserve "A", Block 1, Cypress Fairbanks ISD Elementary No 50, as recorded in Film Code No. 628158 of the Harris County Map Records (H.C.M.R.) and also being out of a tract of land conveyed to Cypress-Fairbanks Independent School District, recorded under Harris County Clerk's File (H.C.C.F.) No. 20070750565 of the Official Public Records of Real Property of Harris County (O.P.R.R.P.H.C.), situated in the J. W. Baker Survey, Abstract 116, Harris County, Texas; said tract being further described by metes and bounds as follows:

**COMMENCING** (having the Texas State Plane Coordinate: N=13,932,798.33, E=2,995,815.99) at a 5/8-inch iron rod with cap stamped "Cotton" found in the existing south right-of-way of Schiel Road (100 feet wide per Volume N, Page 380 of the Harris County Commissioners' Court Minutes and Film Code Nos. 632229, 628158, 663096 and 553034, H.C.M.R.) for the northeast corner of said Restricted Reserve "A" and the northwest corner of Restricted Reserve "A", Block 1, Fairfield Village North Sec 17, recorded in Film Code No. 663096, H.C.M.R.;

**THENCE** South 03°45'10" East, along the west line of said Fairfield Village North Sec 17 and the east line of said Restricted Reserve "A", a distance of 30.00 feet to a point;

**THENCE** South 87°42'41" West, parallel to and 30 feet south of the south right-of-way line of said Schiel Road and the north line of said Restricted Reserve "A", a distance of 292.36 feet to a 3/8-inch iron rod with cap stamped "Landtech" set in the common line of said Restricted Reserve "A" and Restricted Reserve "B" of said Block 1, Cypress Fairbanks ISD Elementary No 50 for the **POINT OF BEGINNING** (having the Texas State Plane Coordinate: N=13,932,756.71, E=2,995,525.86) and the northeast corner of the herein described tract;

**THENCE** South 02°17'19" East, along the common line of said Restricted Reserve "A" and said Restricted Reserve "B", a distance of 20.00 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for the southeast corner of the herein described tract;

**THENCE** South 87°42'41" West, parallel to and 50 feet south of the south right-of-way line of said Schiel Road and the north line of said Restricted Reserve "A", a distance of 450.00 feet to a 3/8-inch iron rod with cap stamped "Landtech" set in the east right-of-way line of Fairfield Place Drive (100 feet wide per Film Code 623271, H.C.M.R.) and the west line of said Restricted Reserve "A" for the southwest corner of the herein described tract;

TRACT 37I-11A WLE CONTINUED

37I-11A WLE  
Page 2 of 2

**THENCE** North 02°17'19" West, along the west line of said Restricted Reserve "A" and the east right-of-way line of said Fairfield Place Drive, a distance of 20.00 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for the northwest corner of the herein described tract;

**THENCE** North 87°42'41" East, parallel to and 30 feet south of the south right-of-way line of said Schiel Road and the north line of said Restricted Reserve "A", a distance of 450.00 feet to the **POINT OF BEGINNING** and containing 0.2066-acre (9,000 square feet) of land.

NOTES

Bearings based on the Texas Coordinate System of 1983, South Central Zone. Distances are surface value and may be converted to grid by multiplying by a combined scale factor of 0.99992513. Coordinates are grid value and may be converted to surface by multiplying 1.000074876.

A separate Exhibit Map dated February 13, 2025 accompanies this Metes & Bounds Description.



2/13/25

Hong Yang  
Texas Registered Professional Land Surveyor 6557



Landtech, Inc.  
1315 W Sam Houston Parkway N, Suite 100  
Houston, TX 77043  
713-861-7068  
TBPELS Firm 10019100

**NOTES:**

1. BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE. DISTANCES ARE SURFACE VALUE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.99992513. COORDINATES ARE GRID VALUE AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING 1.000074876.

2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND IS SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES, WHETHER RECORDED OR UNRECORDED.  
3. A SEPARATE METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS EXHIBIT.  
4. FIELD SURVEY COMPLETED IN DECEMBER, 2024.

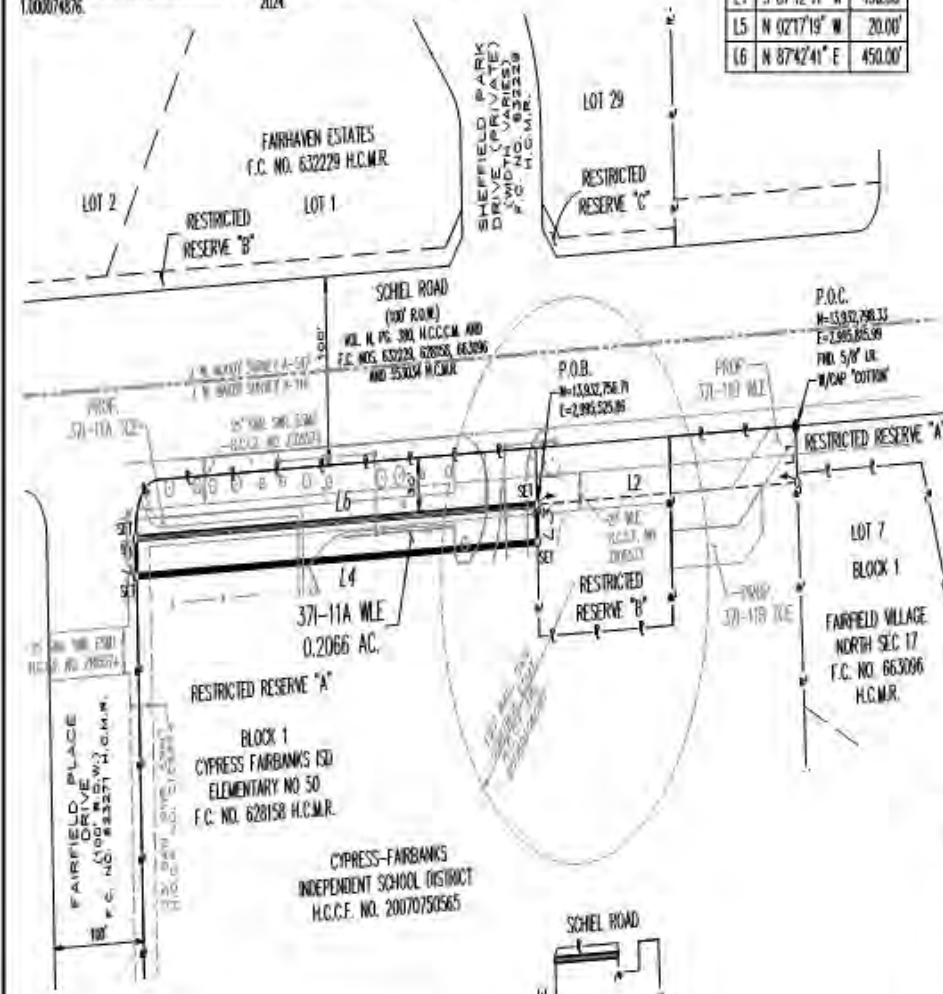
LINE	BEARING	DISTANCE
L1	S 03°45'10" E	30.00'
L2	S 87°42'41" W	292.36'
L3	S 02°17'19" E	20.00'
L4	S 87°42'41" W	450.00'
L5	N 02°17'19" W	20.00'
L6	N 87°42'41" E	450.00'



SYMBOL LEGEND	
●	PRD. (AS NOTED)
○	SET 3/8" LR. W/CAP "LANDTECH"

**LEGEND**

- A.E. AERIAL EASEMENT
- ESME EASEMENT
- F.C. FILM CODE
- FO. FOUND
- H.C.M.R. HARRIS COUNTY MAP RECORDS
- H.C.D.R. HARRIS COUNTY DEED RECORDS
- H.C.C.F. HARRIS COUNTY CLERK'S FILE OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
- H.C.C.C.M. HARRIS COUNTY COMMISSIONERS' COURT MINUTES
- I.R. IRON ROD
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- R.O.M. RIGHT-OF-WAY
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT
- U.E. UTILITY EASEMENT
- W.L.E. WATER LINE EASEMENT
- P — PROPERTY LINE



**EXHIBIT MAP**  
TRACT 371-11A WLE  
0.2066 AC. (9,000 SQ. FT.)  
OUT OF RESTRICTED RESERVE "A",  
BLOCK 1, CYPRESS FAIRBANKS  
ISD ELEMENTARY NO 50, AS  
RECORDED IN FILM CODE NO.  
628158 H.C.M.R., SITUATED IN THE  
J. W. BAKER SURVEY A-116  
HARRIS COUNTY, TEXAS.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PLAT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

*Hong Yang*  
2/13/25  
HONG YANG  
DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 6557



**LANDTECH**  
1215 W Sam Houston Parkway N, Suite 100  
Houston, Texas 77043  
713-861-7088 F733-861-4131  
TBPELS Registration No. 10019100

Checked By:	Date:	Scale:
	2/13/25	AS SHOWN

PROJECT NO.	DRAWING NAME	SHEET NO.
230052	371-11A WLE DWG	1 of 1

3:2023(230052)0400(PARCEL MAPS)-11A WLE.DWG

371-11B WLE  
Page 1 of 2

**TRACT 371-11B WLE  
NHCRWA  
WATER LINE EASEMENT (WLE)**

**METES AND BOUNDS OF  
0.0654-ACRE OF LAND SITUATED IN THE  
J. W. BAKER SURVEY, ABSTRACT 116  
HARRIS COUNTY, TEXAS**

Being a 0.0654-acre (2,851 square feet) tract out of Restricted Reserve "A", Block 1, Cypress Fairbanks ISD Elementary No 50, as recorded in Film Code No. 628158 of the Harris County Map Records (H.C.M.R.) and also being out of a tract of land conveyed to Cypress-Fairbanks Independent School District, recorded under Harris County Clerk's File (H.C.C.F.) No. 20070750565 of the Official Public Records of Real Property of Harris County (O.P.R.R.P.H.C.), situated in the J. W. Baker Survey, Abstract 116, Harris County, Texas; said tract being further described by metes and bounds as follows:

**BEGINNING** (having the Texas State Plane Coordinate: N=13,932,798.33, E=2,995,815.99) at a 5/8-inch iron rod with cap stamped "Cotton" found in the existing south right-of-way of Schiel Road (100 feet wide per Volume N, Page 380 of the Harris County Commissioners' Court Minutes and Film Code Nos. 632229, 628158, 663096 and 553034, H.C.M.R.) for the northwest corner of Fairfield Village North Sec 17, recorded in Film Code No. 663096, H.C.M.R. and the northeast corner of said Restricted Reserve "A" and the herein described tract;

**THENCE** South 03°45'10" East, along the west line of said Fairfield Village North Sec 17 and the east line of said Restricted Reserve "A", a distance of 5.00 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for the most easterly southeast corner of the herein described tract;

**THENCE** South 53°42'40" West, a distance of 80.48 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for an angle point;

**THENCE** South 87°42'41" West, parallel to and 50 feet south of the south right-of-way line of said Schiel Road and the north line of said Restricted Reserve "A", a distance of 75.00 feet to a 3/8-inch iron rod with cap stamped "Landtech" set in the common line of said Restricted Reserve "A" and Restricted Reserve "B" of said Block 1 for the southwest corner of the herein described tract;

**THENCE** North 02°17'19" West, along the common line of said Restricted Reserve "A" and Restricted Reserve "B", a distance of 20.00 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for the northwest corner of the herein described tract;

**THENCE** North 87°42'41" East, parallel to and 30 feet south of the south right-of-way line of said Schiel Road and the north line of said Restricted Reserve "A", a distance of 68.89 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for an angle point;

TRACT 371-11B WLE CONTINUED

371-11B WLE  
Page 2 of 2

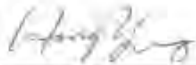
**THENCE** North 53°42'40" East, a distance of 53.65 feet to a 3/8-inch Iron rod with cap stamped "Landtech" set in the south right-of-way line of said Schiel Road and the north line of said Restricted Reserve "A" for an angle point;

**THENCE** North 87°42'41" East, along the south right-of-way line of said Schiel Road and the north line of said Restricted Reserve "A", a distance of 28.23 feet to the **POINT OF BEGINNING** and containing 0.0654-acre (2,851 square feet) of land.

NOTES

Bearings based on the Texas Coordinate System of 1983, South Central Zone. Distances are surface value and may be converted to grid by multiplying by a combined scale factor of 0.99992513. Coordinates are grid value and may be converted to surface by multiplying 1.000074876.

A separate Exhibit Map dated February 13, 2025 accompanies this Metes & Bounds Description.

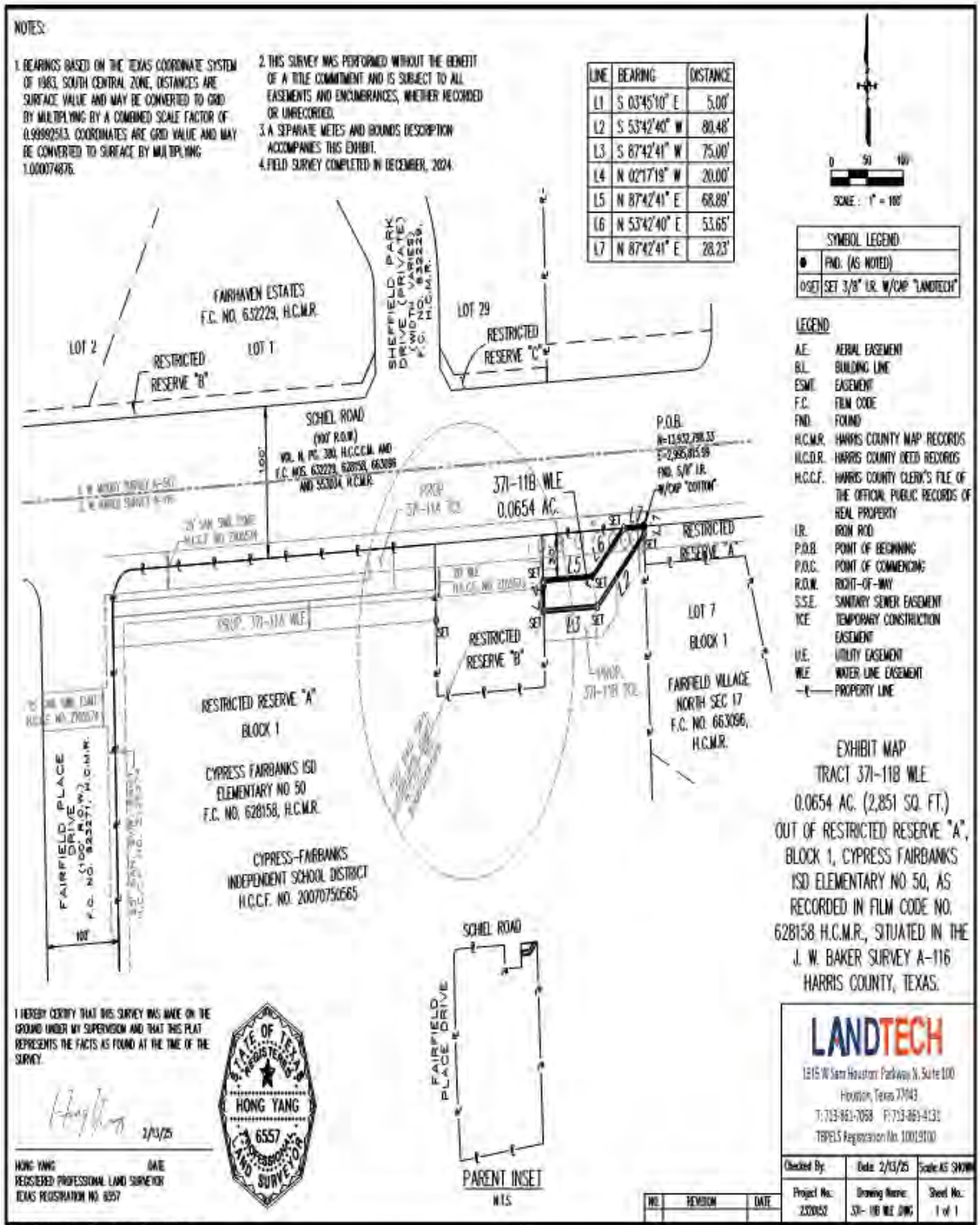


2/13/25

Hong Yang  
Texas Registered Professional Land Surveyor 6557



Landtech, Inc.  
1315 W Sam Houston Parkway N, Suite 100  
Houston, TX 77043  
713-861-7068  
TBPELS Firm 10019100



**TRACT 37I-11A TCE  
NHCRWA  
TEMPORARY CONSTRUCTION EASEMENT (TCE)**

**METES AND BOUNDS OF  
0.1062-ACRE OF LAND SITUATED IN THE  
J. W. BAKER SURVEY, ABSTRACT 116  
HARRIS COUNTY, TEXAS**

Being a 0.1062-acre (4,625 square feet) tract out of Restricted Reserve "A", Block 1, Cypress Fairbanks ISD Elementary No 50, as recorded in Film Code No. 628158 of the Harris County Map Records (H.C.M.R.) and also being out of a tract of land conveyed to Cypress-Fairbanks Independent School District, recorded under Harris County Clerk's File (H.C.C.F.) No. 20070750565 of the Official Public Records of Real Property of Harris County (O.P.R.R.P.H.C.), situated in the J. W. Baker Survey, Abstract 116, Harris County, Texas; said tract being further described by metes and bounds as follows:

**COMMENCING** (having the Texas State Plane Coordinate: N=13,932,798.33, E=2,995,815.99) at a 5/8-inch iron rod with cap stamped "Cotton" found in the existing south right-of-way of Schiel Road (100 feet wide per Volume N, Page 380 of the Harris County Commissioners' Court Minutes and Film Code Nos. 632229, 628158, 663096 and 553034, H.C.M.R.) for the northeast corner of said Restricted Reserve "A" and the northwest corner of Restricted Reserve "A", Block 1, Fairfield Village North Sec 17, recorded in Film Code No. 663096, H.C.M.R.;

**THENCE** South 87°42'41" West, along the south right-of-way line of said Schiel Road and the north line of said Restricted Reserve "A", a distance of 349.04 feet to a "X" cut in concrete set for the **POINT OF BEGINNING** (having the Texas State Plane Coordinate: N=13,932,784.39, E=2,995,467.26) and the northeast corner of the herein described tract;

**THENCE** South 02°17'19" East, a distance of 30.00 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for the southeast corner of the herein described tract;

**THENCE** South 87°42'41" West, parallel to and 30 feet south of the south right-of-way line of said Schiel Road and the north line of said Restricted Reserve "A", a distance of 392.55 feet to a 3/8-inch iron rod with cap stamped "Landtech" set in the east right-of-way line of Fairfield Place Drive (100 feet wide per Film Code No. 623271, H.C.M.R.) and the west line of said Restricted Reserve "A" for the southwest corner of the herein described tract;

**THENCE** North 02°17'19" West, along the east right-of-way line of said Fairfield Place Drive and the west line of said Restricted Reserve "A", a distance of 5.00 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for the point of curvature and curve to the right;

TRACT 371-11A TCE CONTINUED

371-11A TCE  
Page 2 of 2

**THENCE** in a northeasterly direction, continuing along the east right-of-way line of said Fairfield Place Drive and the west line of said Restricted Reserve "A" with a curve to the right, having a radius of 25.00 feet, an arc length of 5.03 feet, a central angle of 11°32'13", and a chord which bears North 03°28'52" East, 5.03 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for the northwest corner of the herein described tract;

**THENCE** North 87°42'41" East, parallel to and 20 feet south of the south right-of-way line of said Schiel Road and the north line of said Restricted Reserve "A", a distance of 357.04 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for an ell corner;

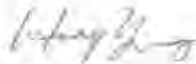
**THENCE** North 02°17'19" West, a distance of 20.00 feet to a 3/8-inch iron rod with cap stamped "Landtech" set in the south right-of-way line of said Schiel Road and the north line of said Restricted Reserve "A" for an ell corner;

**THENCE** North 87°42'41" East, along the south right-of-way line of said Schiel Road and the north line of said Restricted Reserve "A", a distance of 35.00 feet to the **POINT OF BEGINNING** and containing 0.1062-acre (4,625 square feet) of land.

NOTES

Bearings based on the Texas Coordinate System of 1983, South Central Zone. Distances are surface value and may be converted to grid by multiplying by a combined scale factor of 0.99992513. Coordinates are grid value and may be converted to surface by multiplying 1.000074876.

A separate Exhibit Map dated February 13, 2025 accompanies this Metes & Bounds Description.

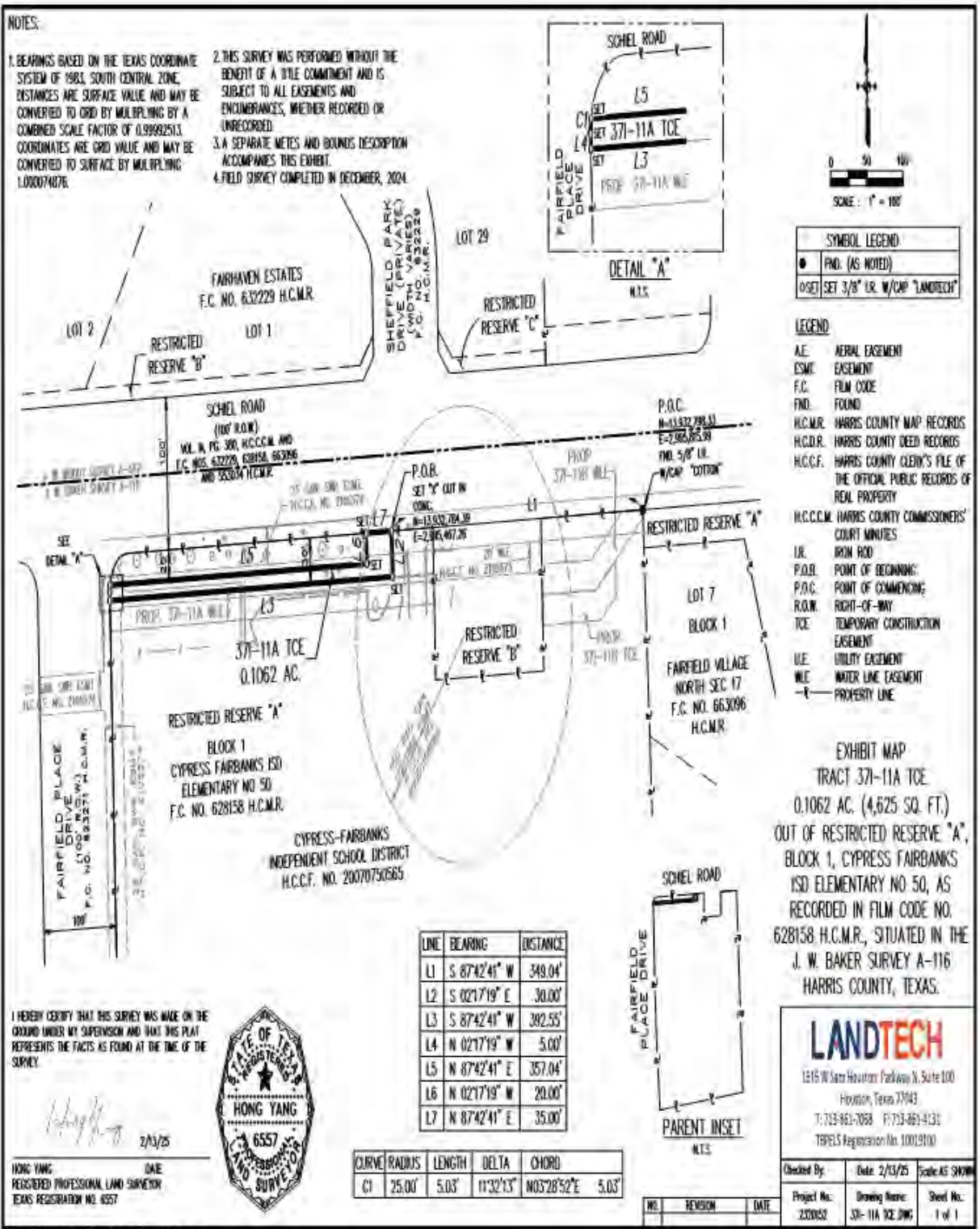


2/13/25

Hong Yang  
Texas Registered Professional Land Surveyor 6557



Landtech, Inc.  
1315 W Sam Houston Parkway N, Suite 100  
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713-861-7068  
TBPELS Firm 10019100



**TRACT 37I-11B TCE  
NHCRWA  
TEMPORARY CONSTRUCTION EASEMENT (TCE)**

**METES AND BOUNDS OF  
0.0491-ACRE OF LAND SITUATED IN THE  
J. W. BAKER SURVEY, ABSTRACT 116  
HARRIS COUNTY, TEXAS**

Being a 0.0491-acre (2,138 square feet) tract out of Restricted Reserve "A", Block 1, Cypress Fairbanks ISD Elementary No 50, as recorded in Film Code No. 628158 of the Harris County Map Records (H.C.M.R.) and also being out of a tract of land conveyed to Cypress-Fairbanks Independent School District, recorded under Harris County Clerk's File (H.C.C.F.) No. 20070750565 of the Official Public Records of Real Property of Harris County (O.P.R.R.P.H.C.), situated in the J. W. Baker Survey, Abstract 116, Harris County, Texas; said tract being further described by metes and bounds as follows:

**COMMENCING** (having the Texas State Plane Coordinate: N=13,932,798.33, E=2,995,815.99) at a 5/8-inch iron rod with cap stamped "Cotton" found in the existing south right-of-way of Schiel Road (100 feet wide per Volume N, Page 380 of the Harris County Commissioners' Court Minutes and Film Code Nos. 632229, 628158, 663096 and 553034, H.C.M.R.) for the northeast corner of said Restricted Reserve "A" and the northwest corner of Restricted Reserve "A", Block 1, Fairfield Village North Sec 17, recorded in Film Code No. 663096, H.C.M.R.;

**THENCE** South 03°45'10" East, along the west line of said Fairfield Village North Sec 17 and the east line of said Cypress Fairbanks ISD Elementary No 50, a distance of 5.00 feet to a set 3/8-inch iron rod with cap stamped "Landtech";

**THENCE** South 53°42'40" West, a distance of 47.48 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for the **POINT OF BEGINNING** (having the Texas State Plane Coordinate: N=13,932,765.25, E=2,995,778.06) and the northeast corner of the herein described tract;

**THENCE** South 02°17'19" East, a distance of 23.71 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for the southeast corner of the herein described tract;

**THENCE** South 53°42'40" West, a distance of 26.37 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for an angle point;

**THENCE** South 87°42'41" West, parallel to and 70 feet south of the south right-of-way line of said Schiel Road and the north line of said Restricted Reserve "A", a distance of 80.50 feet to a 3/8-inch iron rod with cap stamped "Landtech" set in the common line of said Restricted Reserve "A" and Restricted Reserve "B" of said Block 1 for the southwest corner of the herein described tract;

TRACT 371-11B TCE CONTINUED

371-11B TCE  
Page 2 of 2

**THENCE** North 02°17'19" West, along the common line of said Restricted Reserve "A" and Restricted Reserve "B", a distance of 20.00 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for the northwest corner of the herein described tract;

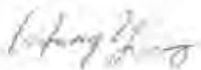
**THENCE** North 87°42'41" East, parallel to and 50 feet south of the south right-of-way line of said Schiel Road and the north line of said Restricted Reserve "A", a distance of 75.00 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for an angle point;

**THENCE** North 53°42'40" East, a distance of 33.00 feet to the **POINT OF BEGINNING** and containing 0.0491-acre (2,138 square feet) of land.

NOTES

Bearings based on the Texas Coordinate System of 1983, South Central Zone. Distances are surface value and may be converted to grid by multiplying by a combined scale factor of 0.99992513. Coordinates are grid value and may be converted to surface by multiplying 1.000074876.

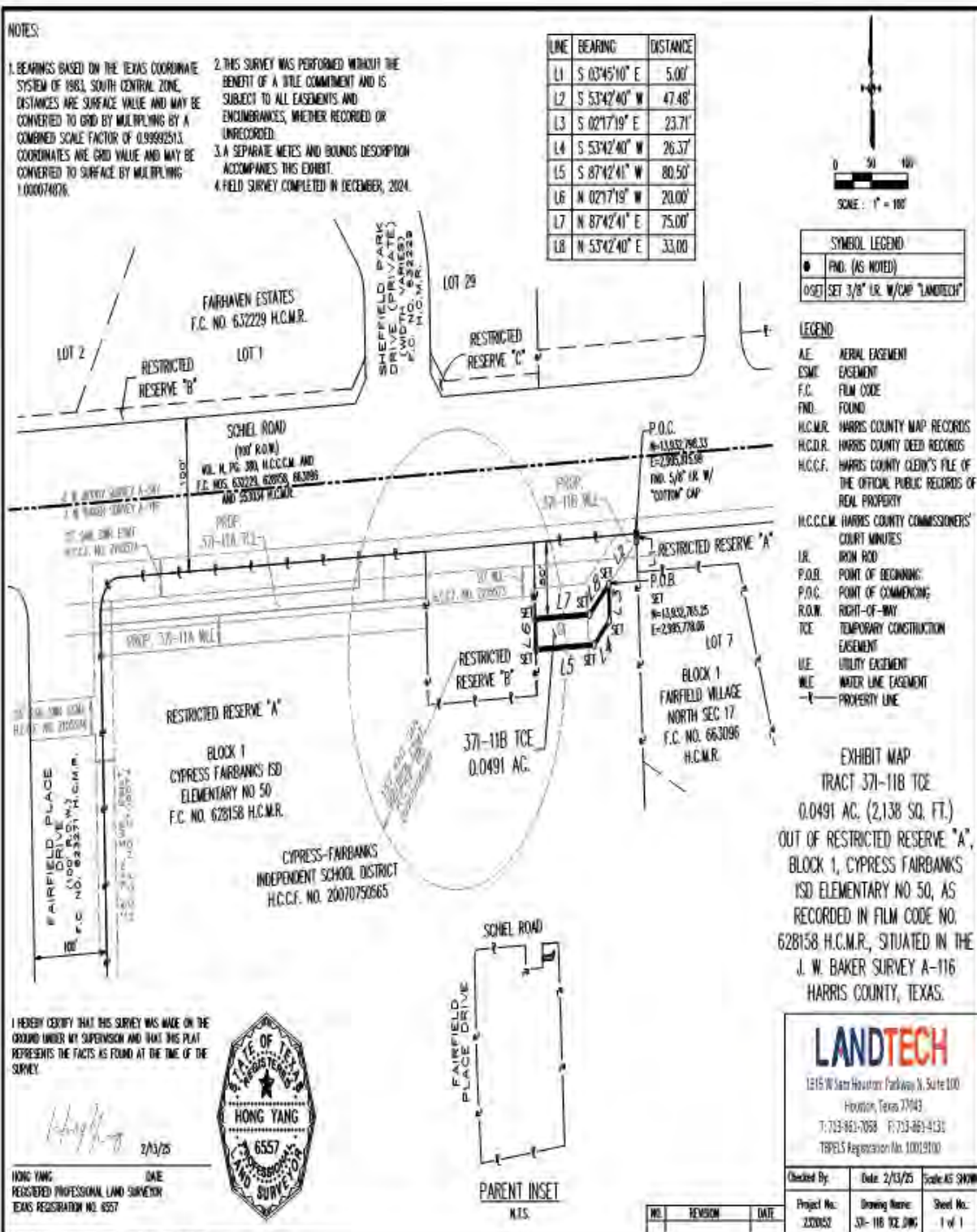
A separate Exhibit Map dated February 13, 2025 accompanies this Metes & Bounds Description.

  
\_\_\_\_\_  
Hong Yang  
Texas Registered Professional Land Surveyor 6557

2/13/25



Landtech, Inc.  
1315 W Sam Houston Parkway N, Suite 100  
Houston, TX 77043  
713-861-7068  
TBPELS Firm 10019100



## Title Report

**P  
P  
S****POSTLE PROPERTY SERVICES, INC.**5005 RIVERWAY DRIVE • SUITE 210 • HOUSTON, TEXAS 77056  
(713) 843-0821  
Fax: (713) 843-0819  
pps@postlepropertyservices.comTITLE REPORTNHCRWA TRACTS 371-11A WLE, 371-11B WLE, 371-11A TCE, and 371-11B TCESUBDIVISION PLAT = Cypress Fairbanks ISD Elementary No. 50 Subdivision (FC#628158 HCMR).RECORD OWNER = Cypress-Fairbanks Independent School District (20070750565).LIENS = None of Record.EXISTING EASEMENTS

- (1) HCMUD No. 396 Water Line Easement established by 2105573.
- (2) HCMUD No. 358 Sanitary Control Easement established by 20060106089.
- (3) HCMUD No. 396 Sanitary Sewer Easement established by 2105574.
- (4) CenterPoint Energy Houston Electric, LLC "Blanket Easement" for Electrical Distribution and Communications Facilities established by 20090006510.

RESTRICTIONS

- (1) "Restricted to School and Related Uses" per citation upon the subdivision plat noted hereinabove.
- (2) General Restrictive Matters, including Building Setback Lines Twenty-Five (25) Feet Wide along the South Line of Schiel Road and Twenty-Five (25) Feet Wide along the East Line of Fairfield Place Drive, stated within and illustrated upon the subdivision plat noted hereinabove.
- (3) Protective Covenants stated within Exhibit "C" of the Record Owner's deed noted hereinabove.
- (4) General Restrictive Matters established by Declaration L619441, Annexation to Declaration 5907514, Declaration Y147551, and Annexation Notice 20070750564.

ABSTRACTING • RIGHT-OF-WAY CONSULTING • ACQUISITION

HCAD "PARENT TRACT" ACCOUNT NUMBER = 1315540010001.

MUD = HCMUD NO. 396, per HCAD and Notice 20070750567.

MINERAL ESTATE MATTERS: Not examined in connection with the preparation of this report; ownership/lessee status not determined.

DOCUMENTS: All documents referred to in this report are hyperlinked. The subject tracts' descriptions and plats are also linked here.

GENERAL NOTE: This report is neither a guaranty nor a warranty of the subject tracts' title condition. It is for the use and benefit of NORTH HARRIS COUNTY REGIONAL WATER AUTHORITY (NHCRWA), hereby called "Beneficiary", and, it is issued in consideration of a fee paid to POSTLE PROPERTY SERVICES, INC. by said Beneficiary, to whom said fee shall be returned as agreed liquidated damages in the event of errors or omissions herein.



Cam Postle  
February 20, 2025

## Glossary

Definitions are taken from The Dictionary of Real Estate Appraisal, 7<sup>th</sup> Edition (Dictionary), the Uniform Standards of Professional Appraisal Practice (USPAP), and Building Owners and Managers Association International (BOMA).

### Absolute Net Lease

A lease in which the tenant pays all expenses including structural maintenance, building reserves, and management; often a long-term lease to a credit tenant. (Dictionary)

### Amortization

The process of retiring a debt or recovering a capital investment, typically through scheduled, systematic repayment of the principal; a program of periodic contributions to a sinking fund or debt retirement fund. (Dictionary)

### As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. (Dictionary)

### Base Rent

The minimum rent stipulated in a lease. (Dictionary)

### Base Year

The year on which escalation clauses in a lease are based. (Dictionary)

### Building Common Area

In single family residences, the areas of the building that provide services to building tenants but which are not included in the office area or store area of any specific tenant. These areas may include, but shall not be limited to, main and auxiliary lobbies, atrium spaces at the level of the finished floor, concierge areas or security desks, conference rooms, lounges or vending areas, food service facilities, health or fitness centers, daycare facilities, locker or shower facilities, mail rooms, fire control rooms, fully enclosed courtyards outside the exterior walls, and building core and service areas such as fully enclosed mechanical or equipment rooms. Specifically excluded from building common area are floor common areas, parking space, portions of loading docks outside the building line, and major vertical penetrations. (BOMA)

### Building Rentable Area

The sum of all floor rentable areas. Floor rentable area is the result of subtracting from the gross measured area of a floor the major vertical penetrations on that same floor. It is generally fixed for the life of the building and is rarely affected by changes in corridor size or configuration. (BOMA)

### Certificate of Occupancy (COO)

A formal written acknowledgment by an appropriate unit of local government that a new construction or

renovation project is at the stage where it meets applicable health and safety codes and is ready for commercial or residential occupancy. (Dictionary)

### Common Area Maintenance (CAM)

The expense of operating and maintaining common areas; may or may not include management charges and usually does not include capital expenditures on tenant improvements or other improvements to the property. (Dictionary)

The amount of money charged to tenants for their shares of maintaining a [shopping] center's common area. The charge that a tenant pays for shared services and facilities such as electricity, security, and maintenance of parking lots. Items charged to common area maintenance may include cleaning services, parking lot sweeping and maintenance, snow removal, security, [amenities], and upkeep. (ICSC – International Council of Shopping Centers, 4<sup>th</sup> Ed.)

### Condominium

A multiunit structure, or a unit within such a structure, with a condominium form of ownership. (Dictionary)

### Conservation Easement

An interest in real estate restricting future land use to preservation, conservation, wildlife habitat, or some combination of those uses. A conservation easement may permit farming, timber harvesting, or other uses of a rural nature as well as some types of conservation-oriented development to continue, subject to the easement. (Dictionary)

### Contributory Value

A type of value that reflects the amount a property or component of a property contributes to the value of another asset or to the property as a whole.

The change in the value of a property as a whole, whether positive or negative, resulting from the addition or deletion of a property component. Also called deprival value in some countries. (Dictionary)

### Debt Coverage Ratio (DCR)

The ratio of net operating income to annual debt service (DCR = NOI/Im), which measures the relative ability of a property to meet its debt service out of net operating income; also called *debt service coverage ratio (DSCR)*. A larger *DCR* typically indicates a greater ability for a property to withstand a reduction of income, providing an improved safety margin for a lender. (Dictionary)

### Deed Restriction

A provision written into a deed that limits the use of land. Deed restrictions usually remain in effect when title passes to subsequent owners. (Dictionary)

### Depreciation

- 1) In appraisal, a loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date.
- 2) In accounting, an allocation of the original cost of an asset, amortizing the cost over the asset's life; calculated using a variety of standard techniques. (Dictionary)

### Disposition Value

The most probable price that a specified interest in property should bring under the following conditions:

- Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.
- The property is subjected to market conditions prevailing as of the date of valuation;
- Both the buyer and seller are acting prudently and knowledgeably;
- The seller is under compulsion to sell;
- The buyer is typically motivated;
- Both parties are acting in what they consider to be their best interests;
- An adequate marketing effort will be made during the exposure time;
- Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary)

### Easement

The right to use another's land for a stated purpose. (Dictionary)

### EIFS

Exterior Insulation Finishing System. This is a type of exterior wall cladding system. Sometimes referred to as dry-vit.

### Effective Date

- 1) The date on which the appraisal or review opinion applies. (SVP)
- 2) In a lease document, the date upon which the lease goes into effect. (Dictionary)

### Effective Gross Income (EGI)

The anticipated income from all operations of the real estate after an allowance is made for vacancy and collection losses and an addition is made for any other income. (Dictionary)

### Effective Rent

Total base rent, or minimum rent stipulated in a lease, over the specified lease term minus rent concessions; the rent that is effectively paid by a tenant net of financial concessions provided by a landlord. (TIs). (Dictionary)

### EPDM

Ethylene Propylene Diene Monomer Rubber. A type of synthetic rubber typically used for roof coverings. (Dictionary)

### Escalation Clause

A clause in an agreement that provides for the adjustment of a price or rent based on some event or index. e.g., a provision to increase rent if operating expenses increase; also called *escalator clause*, *expense recovery clause* or *stop clause*. (Dictionary)

### Estoppel Certificate

A signed statement by a party (such as a tenant or a mortgagee) certifying, for another's benefit, that certain facts are correct, such as that a lease exists, that there are no defaults, and that rent is paid to a certain date. (Black's) In real estate, a buyer of rental property typically requests estoppel certificates from existing tenants. Sometimes referred to as an *estoppel letter*. (Dictionary)

### Excess Land

Land that is not needed to serve or support the existing use. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land has the potential to be sold separately and is valued separately. (Dictionary)

### Excess Rent

The amount by which contract rent exceeds market rent at the time of the appraisal; created by a lease favorable to the landlord (lessor) and may reflect unusual management, unknowledgeable or unusually motivated parties, a lease execution in an earlier, stronger rental market, or an agreement of the parties. (Dictionary)

### Expense Stop

A clause in a lease that limits the landlord's expense obligation, which results in the lessee paying operating expenses above a stated level or amount. (Dictionary)

### Exposure Time

- 1) The time a property remains on the market.
- 2) The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. (Dictionary)

### Extraordinary Assumption

An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions. Comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2020-2021 ed. Eff. 2022)

### Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary)

### Floor Common Area

In a single family residence, the areas on a floor such as washrooms, janitorial closets, electrical rooms, telephone rooms, mechanical rooms, elevator lobbies, and public corridors which are available primarily for the use of tenants on that floor. (BOMA)

### Full Service (Gross) Lease

A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses; also called a *full service lease*. (Dictionary)

### Going-Concern Value

An outdated label for the market value of all the tangible and intangible assets of an established and operating business with an indefinite life, as if sold in aggregate; more accurately termed the *market value of the going concern* or *market value of the total assets of the business*. (Dictionary)

### Gross Building Area (GBA)

- 1) Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved.
- 2) Gross leasable area plus all common areas.

- 3) For residential space, the total area of all floor levels measured from the exterior of the walls and including the superstructure and substructure basement; typically does not include garage space. (Dictionary)

### Gross Measured Area

The total area of a building enclosed by the dominant portion (the portion of the inside finished surface of the permanent outer building wall which is 50 percent or more of the vertical floor-to-ceiling dimension, at the given point being measured as one moves horizontally along the wall), excluding parking areas and loading docks (or portions of same) outside the building line. It is generally not used for leasing purposes and is calculated on a floor by floor basis. (BOMA)

### Gross Up Method

A method of calculating variable operating expenses in income-producing properties when less than 100% occupancy is assumed. Expenses reimbursed based on the amount of occupied space, rather than on the total building area, are described as "grossed up." (Dictionary)

### Gross Retail Sellout

The sum of the separate and distinct market value opinions for each of the units in a condominium, subdivision development, or portfolio of properties, as of the date of valuation. The aggregate of retail values does not represent the value of all the units as though sold together in a single transaction; it is simply the total of the individual market value conclusions. Also called the *aggregate of the retail values*, *aggregate retail selling price* or *sum of the retail values*. (Dictionary)

### Ground Lease

A lease that grants the right to use and occupy land. Improvements made by the ground lessee typically revert to the ground lessor at the end of the lease term. (Dictionary)

### Ground Rent

The rent paid for the right to use and occupy land according to the terms of a ground lease; the portion of the total rent allocated to the underlying land. (Dictionary)

### HVAC

Heating, ventilation, air conditioning (HVAC) system. A unit that regulates the temperature and distribution of heat and fresh air throughout a building. (Dictionary)

### Highest and Best Use

- 1) The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

- 2) The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS)
- 3) [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions) (Dictionary)

### Hypothetical Condition

- 1) A condition that is presumed to be true when it is known to be false. (SVP – Standards of Valuation Practice, effective January 1, 2015)
- 2) A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2020-2021 ed. Eff. 2022) (Dictionary)

### Industrial Gross Lease

A type of modified gross lease of an industrial property in which the landlord and tenant share expenses. The landlord receives stipulated rent and is obligated to pay certain operating expenses, often structural maintenance, insurance and real property taxes, as specified in the lease. There are significant regional and local differences in the use of this term. (Dictionary)

### Insurable Value

A type of value for insurance purposes. (Typically this includes replacement cost less basement excavation, foundation, underground piping and architect's fees). (Dictionary)

### Investment Value

The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. (Dictionary)

### Just Compensation

In condemnation, the amount of loss for which a property owner is compensated when his or her property is taken. Just compensation should put the owner in as good a

position pecuniarily as he or she would have been if the property had not been taken. (Dictionary)

### Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires. (Dictionary)

### Leasehold Interest

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease. (Dictionary)

### Lessee (Tenant)

One who has the right to occupancy and use of the property of another for a period of time according to a lease agreement. (Dictionary)

### Lessor (Landlord)

One who conveys the rights of occupancy and use to others under a lease agreement. (Dictionary)

### Liquidation Value

The most probable price that a specified interest in property should bring under the following conditions:

- Consummation of a sale within a short time period.
- The property is subjected to market conditions prevailing as of the date of valuation.
- Both the buyer and seller are acting prudently and knowledgeably.
- The seller is under extreme compulsion to sell.
- The buyer is typically motivated.
- Both parties are acting in what they consider to be their best interests.
- A normal marketing effort is not possible due to the brief exposure time.
- Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary)

### Loan to Value Ratio (LTV)

The ratio between a mortgage loan and the value of the property pledged as security, usually expressed as a percentage. (Dictionary)

### Major Vertical Penetrations

Stairs, elevator shafts, flues, pipe shafts, vertical ducts, and the like, and their enclosing walls. Atria, lightwells and similar penetrations above the finished floor are included in this definition. Not included, however, are vertical penetrations built for the private use of a tenant occupying office areas on more than one floor. Structural

columns, openings for vertical electric cable or telephone distribution, and openings for plumbing lines are not considered to be major vertical penetrations. (BOMA)

### Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting the conditions and restrictions of a specified lease agreement, including the rental adjustment and revaluation, permitted uses, use restrictions, expense obligations; term, concessions, renewal and purchase options and tenant improvements (TIs). (Dictionary)

### Market Value

The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Dictionary)

### Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of the Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.) (Dictionary)

### Master Lease

A lease in which the fee owner leases a part or the entire property to a single entity (the master lease) in return for a stipulated rent. The master lessee then leases the property to multiple tenants. (Dictionary)

### Modified Gross Lease

A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all, of the property's operating and fixed expenses. Since assignment of expenses varies among modified gross leases, expense responsibility must always be specified. In some markets, a modified gross lease may be called a *double net lease*, *net net lease*, *partial net lease*, or *semi-gross lease*. (Dictionary)

### Operating Expense Ratio

The ratio of total operating expenses to effective gross income (TOE/EGI); the complement of the net income ratio, i.e., OER = 1 – NIR (Dictionary)

### Option

A legal contract, typically purchased for a stated consideration, that permits but does not require the holder of the option (known as the *optionee*) to buy, sell, or lease real estate for a stipulated period of time in accordance with specified terms; a unilateral right to exercise a privilege. (Dictionary)

### Partial Interest

Divided or undivided rights in real estate that represent less than the whole, i.e., a fractional interest such as a tenancy in common, easement, or life interest. (Dictionary)

### Pass Through

A tenant's portion of operating expenses that may be composed of common area maintenance (CAM), real property taxes, property insurance, and any other expenses determined in the lease agreement to be paid by the tenant. (Dictionary)

### Potential Gross Income (PGI)

The total income attributable to property at full occupancy before vacancy and operating expenses are deducted. (Dictionary)

### Prospective Future Value Upon Completion

A prospective market value may be appropriate for the valuation of a property interest related to a credit decision for a proposed development or renovation project. According to USPAP, an appraisal with a prospective market value reflects an effective date that is subsequent to the date of the appraisal report. ... The prospective market value –as completed- reflects the property's market value as of the time that development is expected to be complete. (Dictionary)

### Prospective Future Value Upon Stabilization

A prospective market value may be appropriate for the valuation of a property interest related to a credit decision for a proposed development or renovation project. According to USPAP, an appraisal with a prospective market value reflects an effective date that is subsequent to the date of the appraisal report ...The prospective market value – as stabilized – reflects the property's market value as of the time the property is projected to achieve stabilized occupancy. For an income-producing property, stabilized occupancy is the occupancy level that a property is expected to achieve after the property is exposed to the market for lease over a reasonable period of time and at comparable terms and conditions to other similar properties. (Dictionary)

### Replacement Cost

The estimated cost to construct, at current prices as of a specific date, a substitute for a building or other improvements, using modern materials and current standards, design, and layout. (Dictionary)

### Reproduction Cost

The estimated cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship and embodying all of the deficiencies, superadequacies, and obsolescence of the subject building. (Dictionary)

### Retrospective Value Opinion

A value opinion effective as of a specified historical date. The term *retrospective* does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of

the type of value with this term is appropriate, e.g., "retrospective market value opinion." (Dictionary)

### Sandwich Leasehold Estate

The interest held by the sandwich leaseholder when the property is subleased to another party; a type of leasehold estate. (Dictionary)

### Sublease

An agreement in which the lessee in a prior lease conveys the right of use and occupancy of a property to another, the sublessee, for a specific period of time, which may or may not be coterminous with the underlying lease term. (Dictionary)

### Subordination

A contractual arrangement in which a party with a claim to certain assets agrees to make his or her claim junior, or subordinate, to the claims of another party. (Dictionary)

### Surplus Land

Land that is not currently needed to support the existing use but cannot be separated from the property and sold off for another use. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel. (Dictionary)

### Triple Net (Net Net Net) Lease

An alternative term for a type of net lease. In some markets, a net net net lease is defined as a lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management; also called *NNN lease*, *net net net lease*, or *fully net lease*. (Dictionary)

(The market definition of a triple net lease varies; in some cases tenants pay for items such as roof repairs, parking lot repairs, and other similar items.)

### Usable Area

The measured area of an office area, store area, or building common area on a floor. The total of all the usable areas for a floor shall equal floor usable area of that same floor. (BOMA)

### Value-in-Use

The value of a property assuming a specific use, which may or may not be the property's highest and best use on the effective date of the appraisal. Value in use may or may not be equal to market value but is different conceptually. (Dictionary)

## Qualifications

### Qualifications of Jason M. Mushinski, MAI

Senior Managing Director – Right of Way Specialty Practice Group  
Valbridge Property Advisors

### *Independent Valuations for a Variable World*

---

#### State Certifications

State of Texas  
State of New Mexico  
State of Wyoming

#### Education

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Masters Agricultural Business  
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#### Membership/Affiliations:

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Member: International Right of Way Association

#### Appraisal Institute & Related Courses:

##### Business Practices and Ethics

Course 120 Real Estate Appraisal Procedures  
Course 310 Basic Income Procedures  
Course 400 General Market Analysis & Highest and Best Use  
Course 510 Advanced Income Capitalization  
Course 520 Highest and Best Use Market Analyst  
Course 530 Advanced Sales Comparison & Cost Approaches  
Course 540 Report Writing and Valuation Analysis  
Course 550 Advanced Applications  
USPAP Uniform Standards of Professional Appraisal Practice

Eminent Domain Conference - CLE (2006 through 2012, 2017, 2019, 2022)

#### Experience:

##### **Senior Managing Director – Right of Way**

ValbridgePropertyAdvisors (2013-Present)

##### **Managing Director – Right of Way**

The Gerald A. Teel Company, Inc. (8/2003 - 3/2013)

Appraisal/valuation and consulting assignments include: commercial buildings; buildings and shopping centers; general and medical single family residences; industrial buildings; religious and special purpose properties including schools, churches; hotels and motels; residential subdivisions; and vacant industrial, commercial, and residential land.



## Certified General Real Estate Appraiser

Appraiser: **JASON MATTHEW MUSHINSKI**

License #: **TX 1335986 G**

License Expires: **03/31/2026**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title:  
Certified General Real Estate Appraiser



**Chelsea Buchholtz**  
Executive Director

For additional information or to file a complaint please contact TALCB at [www.talcb.texas.gov](http://www.talcb.texas.gov).

Qualifications of Richard Jander, MAI

Director

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State Certifications

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Course 320 – General Applications

Course 400 – General Market Analysis &amp; Highest and Best Use

Course 420 – Business Practices &amp; Ethics

Course 510 – Advanced Income Capitalization

Course 530 – Advanced Sales Comparison &amp; Cost Approaches

Course 540 – Report Writing and Valuation Analysis

Course 550 – Advanced Applications

Appraising Convenience Stores

Small Hotel/Motel Valuation

Introduction to Green Buildings: Principles &amp; Concepts

Subdivision Valuation

Experience:**Director – Hospitality Valuation**

ValbridgePropertyAdvisors (2014-Present)

**Senior Appraiser**

Deverick &amp; Associates (2005-2008/2011-2013)

Appraisal/valuation and consulting assignments include: multi-family properties; retail centers; office buildings; industrial facilities; hotels and motels; as well as vacant industrial, commercial, and residential land. While undertaking assignments nationwide, my focus was primarily on southern and coastal Atlantic markets.

**Vice President**

HVS/U.S. Hotel Appraisals (2008-2011)

I performed appraisal/valuation and consulting assignments with a distinct specialization on the hospitality industry. I provided quarterly market updates for several markets throughout the southeastern U.S. as well as speaking at several regional conferences.



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## Certified General Real Estate Appraiser

**Appraiser: Richard Alan Jander**  
**License #: TX 1337369 G**                      **License Expires: 10/31/2025**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title:  
**Certified General Real Estate Appraiser**

For additional information or to file a complaint please contact TALCB at [www.talcb.texas.gov](http://www.talcb.texas.gov).

  
**Chelsea Buchholtz**  
Commissioner



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- Valbridge specializes in appraising all types of real property.
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Austin, TX 78746  
(737) 242-8585

10210 North Central Expy., Ste. 115  
Dallas, TX 75231  
(214) 446-1611

974 Campbell Rd., Ste. 204  
Houston, TX 77024  
(713) 467-5858

2731 81st St.  
Lubbock, TX 79423  
(806) 744-1188

9901 IH-10 West, Ste. 1035  
San Antonio, TX 78230  
(210) 227-6229

### UTAH

527 E. Pioneer Rd., Ste. 240  
Draper, UT 84020  
(801) 262-3388

20 North Main St.  
St. George, UT 84770  
(435) 773-6300

321 N. County Blvd., Ste. D  
American Fork, UT 84003  
(801) 492-0000

### VIRGINIA

656 Independence Pkwy., Ste. 220  
Chesapeake, VA 23320  
(757) 410-1222

1231 Alverser Dr.  
Midlothian, VA 23113  
(757) 345-0010

5107 Center St., Ste. 2B  
Williamsburg, VA 23188  
(757) 345-0010

### WASHINGTON

8378 W. Grandridge Blvd., Ste. 110-D  
Kennewick, WA 99336  
(509) 221-1540

324 N. Mullan Rd.  
Spokane Valley, WA 99206  
(509) 747-0999

### WISCONSIN

12660 W. North Ave.  
Brookfield, WI 53005  
(262) 782-7990

NORTH AMERICA'S LARGEST INDEPENDENT COMMERCIAL VALUATION FIRM

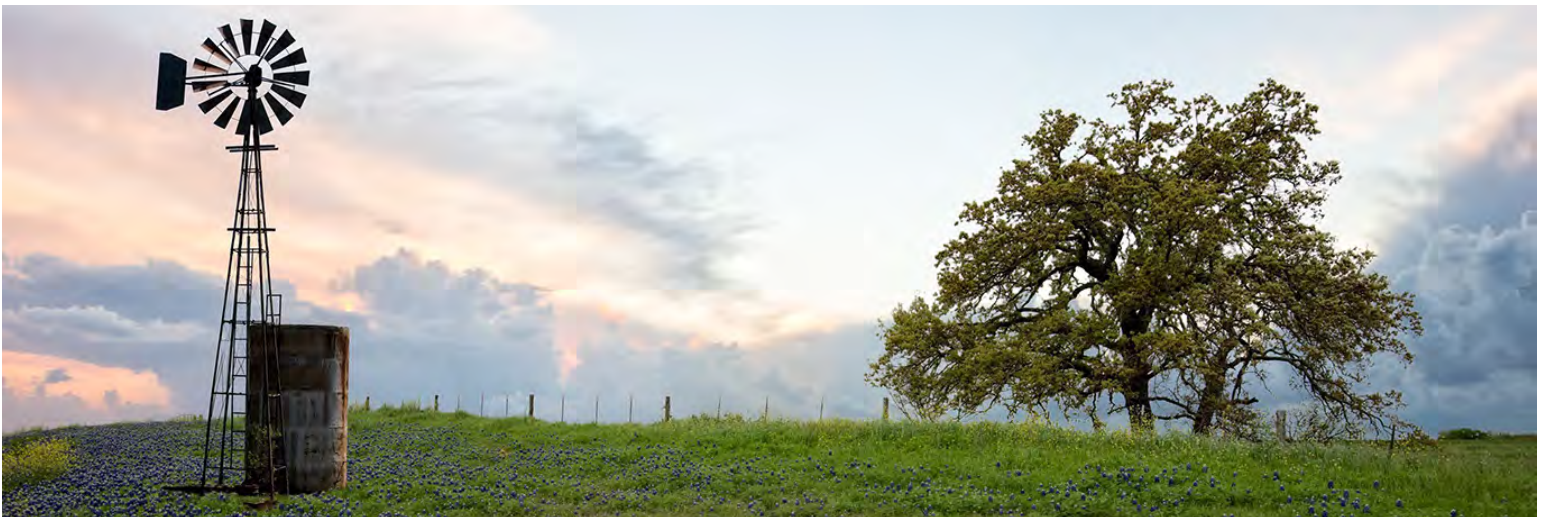


**Valbridge**  
PROPERTY ADVISORS



valbridge.com

## **LANDOWNER'S BILL OF RIGHTS**



THE STATE OF TEXAS

# LANDOWNER'S BILL OF RIGHTS

This Landowner's Bill of Rights applies to any attempt to condemn your property. The contents of this Bill of Rights are set out by the Texas Legislature in Texas Government Code section 402.031 and chapter 21 of the Texas Property Code. Any entity exercising eminent domain authority must provide a copy of this Bill of Rights to you.

1. You are entitled to receive adequate compensation if your property is condemned.
2. Your property can only be condemned for a public use.
3. Your property can only be condemned by a governmental entity or private entity authorized by law to do so.
4. The entity that wants to acquire your property must notify you that it intends to condemn your property.
5. The entity proposing to acquire your property must provide you with a written appraisal from a certified appraiser detailing the adequate compensation you are owed for your property.
6. If you believe that a registered easement or right-of-way agent acting on behalf of the entity that wants to acquire your property has engaged in misconduct, you may file a written complaint with the Texas Real Estate Commission (TREC) under section 1101.205 of the Texas Occupations Code. The complaint should be signed and may include any supporting evidence.
7. The condemning entity must make a bona fide offer to buy the property before it files a lawsuit to condemn the property—meaning the condemning entity must make a good faith offer that conforms with chapter 21 of the Texas Property Code.
8. You may hire an appraiser or other professional to determine the value of your property or to assist you in any condemnation proceeding.
9. You may hire an attorney to negotiate with the condemning entity and to represent you in any legal proceedings involving the condemnation.
10. Before your property is condemned, you are entitled to a hearing before a court-appointed panel of three special commissioners. The special commissioners must determine the amount of compensation the condemning entity owes for condemning your property. The commissioners must also determine what compensation, if any, you are entitled to receive for any reduction in value of your remaining property.
11. If you are unsatisfied with the compensation awarded by the special commissioners, or if you question whether the condemnation of your property was proper, you have the right to a trial by a judge or jury. You may also appeal the trial court's judgment if you are unsatisfied with the result.



# CONDEMNATION PROCEDURE

Eminent domain is the legal authority certain governmental and private entities have to condemn private property for public use in exchange for adequate compensation. Only entities authorized by law to do so may condemn private property. Private property can include land and certain improvements that are on that property.

## WHO CAN I HIRE TO HELP ME?

You can hire an appraiser or real estate professional to help you determine the value of your property as well as an attorney to negotiate with a condemning entity or to represent you during condemnation proceedings.

## WHAT QUALIFIES AS A PUBLIC PURPOSE OR USE?

Your property may be condemned only for a purpose or use that serves the general public. This could include building or expanding roadways, public utilities, parks, universities, and other infrastructure serving the public. Texas law does not allow condemning authorities to exercise eminent domain for tax revenue or economic development.

## WHAT IS ADEQUATE COMPENSATION?

Adequate compensation typically means the market value of the property being condemned. It could also include certain damages if your remaining property's market value is diminished by the condemnation or the public purpose for which it is being condemned.

## OTHER THAN ADEQUATE COMPENSATION, WHAT OTHER COMPENSATION COULD I BE OWED?

If you are displaced from your residence or place of business, you may be entitled to reimbursement for reasonable expenses incurred while moving to a new site. However, reimbursement costs may not be available if those expenses are recoverable under another law. Also, reimbursement costs are capped at the market value of the property.

## WHAT DOES A CONDEMNOR HAVE TO DO BEFORE CONDEMNING MY PROPERTY?

- ◆ Provide you a copy of this Landowner's Bill of Rights before, or at the same time as, the entity first represents that it possesses eminent domain authority. It is also required to send this Landowner's Bill of Rights to the last known

address of the person listed as the property owner on the most recent tax roll at least seven days before making its final offer to acquire the property.

- If the condemnor seeks to condemn a right-of-way easement for a pipeline or electric transmission line and is a private entity, the condemnor must also provide you a copy of the Landowner's Bill of Rights addendum.
- The addendum describes the standard terms required in an instrument conveying property rights (such as a deed transferring title or an easement spelling out the easement rights) and what terms you can negotiate.
- ◆ Make a bona fide offer to purchase the property. This process is described more fully in chapter 21 of the Texas Property Code. A "bona fide offer" involves both an initial written offer as well as a final written offer.
  - The initial written offer must include:
    - » a copy of the Landowner's Bill of Rights and addendum (if applicable);
    - » either a large-font, bold-print statement saying whether the offered compensation includes damages to the remainder of your remaining property or a formal appraisal of the property that identifies any damages to the remaining property (if any);
    - » the conveyance instrument (such as an easement or deed); and
    - » the name and telephone number of an employee, affiliate, or legal representative of the condemning entity.
  - The final written offer must be made at least 30 days after the initial written offer and must include, if not previously provided:
    - » compensation equal to or more than the amount listed in a written, certified appraisal that is provided to you;
    - » copies of the conveyance instrument; and
    - » the Landowner's Bill of Rights.
- ◆ Disclose any appraisal reports. When making its initial offer, the condemning entity must share its appraisal reports that relate to the property from the past 10 years. You have the right to discuss the offer with others and to either accept or reject the offer made by the condemning entity.

### **WHAT IF I DO NOT ACCEPT AN OFFER BY THE CONDEMNING AUTHORITY?**

The condemnor must give you at least 14 days to consider the final offer before filing a lawsuit to condemn your property, which begins the legal condemnation process.

### **HOW DOES THE LEGAL CONDEMNATION PROCESS START?**

The condemnor can start the legal condemnation process by filing a lawsuit to acquire your property in the appropriate court of the county where the property is located. When filing the petition, the condemnor must send you a copy of the petition

by certified mail, return receipt requested, and first class mail. It must also send a copy to your attorney if you are represented by counsel.

### **WHAT DOES THE CONDEMNOR HAVE TO INCLUDE IN THE LAWSUIT FILED WITH THE COURT?**

The lawsuit must describe the property being condemned and state the following: the public use; your name; that you and the condemning entity were unable to agree on the value of the property; that the condemning entity gave you the Landowner's Bill of Rights; and that the condemning entity made a bona fide offer to voluntarily purchase the property from you.

## **SPECIAL COMMISSIONERS' HEARING AND AWARD**

No later than 30 days after the condemning entity files a condemnation lawsuit in court, the judge will appoint three local landowners to serve as special commissioners and two alternates. The judge will promptly give the condemnor a signed order appointing the special commissioners and the condemnor must give you, your lawyer, and other parties a copy of the order by certified mail, return receipt requested. The special commissioners will then schedule a condemnation hearing at the earliest practical time and place and to give you written notice of the hearing.

monetary compensation for the value of the property condemned and the value of any damages to the remaining property. They do not decide whether the condemnation is necessary or if the public use is proper. Further, the special commissioners do not have the power to alter the terms of an easement, reduce the size of the land acquired, or say what access will be allowed to the property during or after the condemnation. The special commissioners also cannot determine who should receive what portion of the compensation they award. Essentially, the special commissioners are empowered only to say how much money the condemnor should pay for the land or rights being acquired.



### **WHAT DO THE SPECIAL COMMISSIONERS DO?**

The special commissioners' job is to decide what amount of money is adequate to compensate you for your property. The special commissioners will hold a hearing where you and other interested parties may introduce evidence. Then the special commissioners will determine the amount of money that is adequate compensation and file their written decision, known as an "Award," in the court with notice to all parties. Once the Award is filed, the condemning entity may take possession and start using the property being condemned, even if one or more parties object to the Award of the special commissioners.

### **WHO CAN BE A SPECIAL COMMISSIONER?**

Special commissioners must be landowners and residents in the county where the condemnation proceeding is filed, and they must take an oath to assess the amount of adequate compensation fairly, impartially, and according to the law.

### **ARE THERE LIMITATIONS ON WHAT THE SPECIAL COMMISSIONERS CAN DO?**

Yes. The special commissioners are tasked only with determining

### **WHAT IF I WANT TO OBJECT TO A SPECIAL COMMISSIONER?**

The judge must provide to the parties the names and contact information of the special commissioners and alternates. Each party will have up to 10 days after the date of the order appointing the special commissioners or 20 days after the date the petition was filed, whichever is later, to strike one of the three special commissioners. If a commissioner is struck, an alternate will serve as a replacement. Another party may strike a special commissioner from the resulting panel within three days after the date the initial strike was filed or the date of the initial strike deadline, whichever is later.

## WHAT WILL HAPPEN AT THE SPECIAL COMMISSIONERS' HEARING?

The special commissioners will consider any evidence (such as appraisal reports and witness testimony) on the value of your condemned property, the damages or value added to remaining property that is not being condemned, and the condemning entity's proposed use of the property.

## WHAT ARE MY RIGHTS AT THE SPECIAL COMMISSIONERS' HEARING?

You have the right to appear or not appear at the hearing. If you do appear, you can question witnesses or offer your own evidence on the value of the property. The condemning entity must give you all existing appraisal reports regarding your property used to determine an opinion of value at least three days before the hearing. If you intend to use appraisal reports to support your claim about adequate compensation, you must provide them to the condemning entity 10 days after you receive them or three business days before the hearing, whichever is earlier.

## DO I HAVE TO PAY FOR THE SPECIAL COMMISSIONERS' HEARING?

If the special commissioners' award is less than or equal to the amount the condemning entity offered to pay before the proceedings began, then you may be financially responsible for the cost of the condemnation proceedings. But, if the award is more than the condemning entity offered to pay before the proceedings began, then the condemning entity will be responsible for the costs.

## WHAT DOES THE CONDEMNOR NEED TO DO TO TAKE POSSESSION OF THE PROPERTY?

Once the condemning entity either pays the amount of the award to you or deposits it into the court's registry, the entity may take possession of the property and put the property to public use. Non-governmental condemning authorities may also be required to post bonds in addition to the award amount. You have the right to withdraw funds that are deposited into the registry of the court, but when you withdraw the money, you can no longer challenge whether the eminent domain action is valid—only whether the amount of compensation is adequate.

# OBJECTING TO THE SPECIAL COMMISSIONERS' AWARD

If you, the condemning entity, or any other party is unsatisfied with the amount of the award, that party can formally object. The objection must be filed in writing with the court and is due by the first Monday following the 20th day after the clerk gives notice that the commissioners have filed their award with the court. If no party timely objects to the special commissioners' award, the court will adopt the award amount as the final compensation due and issue a final judgment in absence of objection.

## WHAT HAPPENS AFTER I OBJECT TO THE SPECIAL COMMISSIONERS' AWARD?

If a party timely objects, the court will hear the case just like other civil lawsuits. Any party who objects to the award has the

right to a trial and can elect whether to have the case decided by a judge or jury.

## WHO PAYS FOR TRIAL?

If the verdict amount at trial is greater than the amount of the special commissioners' award, the condemnor may be ordered to pay costs. If the verdict at trial is equal to or less than the amount the condemnor originally offered, you may be ordered to pay costs.

## IS THE TRIAL VERDICT THE FINAL DECISION?

Not necessarily. After trial any party may appeal the judgment entered by the court.



## DISMISSAL OF THE CONDEMNATION ACTION

A condemnation action may be dismissed by either the condemning authority itself or on a motion by the landowner.

### WHAT HAPPENS IF THE CONDEMNING AUTHORITY NO LONGER WANTS TO CONDEMN MY PROPERTY?

If a condemning entity decides it no longer needs your condemned property, it can file a motion to dismiss the condemnation proceeding. If the court grants the motion to dismiss, the case is over, and you can recover reasonable and necessary fees for attorneys, appraisers, photographers, and for other expenses up to that date.

### WHAT IF I DO NOT THINK THE CONDEMNING ENTITY HAS THE RIGHT TO CONDEMN MY PROPERTY?

You can challenge the right to condemn your property by filing a motion to dismiss the condemnation proceeding. For example, a landowner could challenge the condemning entity's claim that it seeks to condemn the property for a public use. If

the court grants the landowner's motion, the court may award the landowner reasonable and necessary fees and expenses incurred to that date.

### CAN I GET MY PROPERTY BACK IF IT IS CONDEMNED BUT NEVER PUT TO A PUBLIC USE?

You may have the right to repurchase your property if your property is acquired through eminent domain and:

- ◆ the public use for which the property was acquired is canceled before that property is put to that use,
- ◆ no actual progress is made toward the public use within 10 years, or
- ◆ the property becomes unnecessary for public use within 10 years.

The repurchase price is the price you were paid at the time of the condemnation.

## ADDITIONAL RESOURCES AND ADDENDA

For more information about the procedures, timelines, and requirements outlined in this document, see chapter 21 of the Texas Property Code. An addenda discussing the terms required for an instrument of conveyance under Property Code section 21.0114(c), and the conveyance terms that a property owner may negotiate under Property Code section 21.0114(d), is attached to this statement.

The information in this statement is intended to be a summary of the applicable portions of Texas state law as required by HB 1495, enacted by the 80th Texas Legislature, Regular Session, and HB 2730, enacted by the 87th Texas Legislature, Regular Session. This statement is not legal advice and is not a substitute for legal counsel.



# Property Acquisition Services, LLC

MEMBER OF THE RIGHT OF WAY  
EASEMENT ACQUISITION TEAM  
FOR THE NORTH HARRIS COUNTY  
REGIONAL WATER AUTHORITY

April 1, 2025

**BY REGULAR & CERTIFIED MAIL RRR:  
9589 0710 5270 2886 2999 71**

Cypress-Fairbanks Independent School District  
Attn: Matt Morgan, Chief Operations Officer  
11440 Matzke Road, 5<sup>th</sup> Floor  
Houston, TX 77429

Re: Offer to Purchase Right of Way and Easement  
Parcel: 37F-61; Harris County, Texas

Dear Mr. Morgan:

The North Harris County Regional Water Authority (the "Authority") has determined a public necessity exists for the acquisition, establishment, development, and construction of facilities for the transportation, distribution, and delivery of water to and within the Authority's boundaries. Consistent with that determination, the Authority needs to acquire easement rights to build a water pipeline and related facility. The project will require property you own in Harris County, Texas.

Under Texas law, entities having the power of eminent domain must advise property owners of their rights and options in connection with negotiations for the acquisition of property and property interests that are to be put to public use. Accordingly, on behalf of the Authority, enclosed is a copy of the Landowner's Bill of Rights adopted by the Texas Legislature and an associated description of condemnation procedures prepared by the Texas Attorney General. In accordance with State law, it is the policy of the Authority to negotiate with the fee owner(s) of the property with the understanding that the fee owner(s) will, in turn, negotiate with any lessee or other party who may own any interest in the property or improvements located within the property. While the Authority looks forward to working with you on reaching an amicable resolution to this matter, please be advised the Authority is prohibited by law from paying you any professional fees (including for example, legal, appraisal, or engineering fees) that you may choose to incur.

Based on an independent appraisal of your property and the real property interests the Authority wishes to acquire, **the Authority offers the sum of \$271,223.00 for the acquisition, which includes \$271,223.00 for the easement(s) to be purchased and \$0.00 for damages to the remaining property.** The terms and conditions for the acquisition as well as the proposed form of Right of Way and Easement Agreement are attached. A copy of the appraisal also is enclosed for your review.

Should you desire to accept this offer, please contact Mike Mahar, a representative of the Authority, at (281) 343-7171 as soon as possible, and we can then arrange for an exchange of the specified compensation for an executed copy of the enclosed Right of Way and Easement Agreement. If this offer is not accepted within thirty (30) days of your receipt of this letter, it will be assumed that you decline to proceed with a sale on these terms.

You may discuss this offer and all of its contents with others or keep it confidential, unless it is subject to Chapter 552 of the Texas Government Code.

If you have any questions regarding this matter or wish to discuss these issues further, please do not hesitate to contact Mike Mahar. The Authority can also be reached through its Design Manager, Rajinder Singh, at (281) 440-3924. We look forward to hearing from you soon.

Very truly yours,



Mike Mahar  
ROW Manager

Enclosures: Summary of Terms of Acquisition  
ROW and Easement Agreement  
Access Easement Agreement  
Appraisal Report  
Texas Landowner's Bill of Rights

**SUMMARY OF TERMS OF ACQUISITION**

SELLER(s) agrees to sell, and BUYER agrees to buy, the easement rights described in the Right of Way and Easement Agreement according to the following terms and conditions.

- 1. Seller(s): Cypress-Fairbanks Independent School District
- 2. Buyer: North Harris County Regional Water Authority ("Authority")
- 3. Subject Property: Unencumbered Easement as described in the attached Right of Way and Easement Agreement.
- 4. Terms of Possession: Possession at time of closing.
- 5. Just Compensation: \$271,223.00
- 6. All closing costs and costs of title insurance (if required by the Authority) will be paid by the Authority.
- 7. Term of Offer: Please indicate your acceptance or rejection of this offer within thirty (30) calendar days from your receipt of this letter.

**BUYER:**

North Harris County Regional Water Authority

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**SELLER:**

Cypress-Fairbanks Independent School District

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**RIGHT OF WAY AND EASEMENT AGREEMENT**

**RIGHT OF WAY AND EASEMENT AGREEMENT**

THE STATE OF TEXAS                    §  
  §    KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF HARRIS                   §

THAT FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas (being referred to herein as “Grantor,” whether one or more) does hereby grant, sell, and convey unto the NORTH HARRIS COUNTY REGIONAL WATER AUTHORITY (the “Authority”), a governmental agency and body politic and corporate situated in Harris County, Texas, and having a mailing address of 3648 Cypress Creek Parkway, Suite 110, Houston, Texas 77068, Attention: General Manager, its successors and assigns, a perpetual, unobstructed right of way and easement to lay, construct, alter, maintain, inspect, operate, service, repair, replace, relocate, change the size of, protect, patrol, and remove an underground water line together with appurtenances for the operation thereof (such water line and appurtenances being referred to herein collectively as the “Line”), over, through, under, and across a strip of land of variable width (the “Easement Area”), more particularly described on Exhibit A attached hereto and made a part hereof, together with the right of (i) unimpaired ingress and egress to and from said Easement Area on public and private roads and (ii) unimpaired access on, over, and through said Easement Area for any and all purposes necessary and incident to the exercise of the aforesaid rights.

During the initial construction of the Line, the Authority shall have the temporary right to use a temporary work area (the “Temporary Construction Easement”), as described on Exhibits B and C attached hereto and made a part hereof. The Authority’s rights in and to such temporary work area, and its right to use the same, shall begin on January 1, 2026 and expire upon completion of construction or two (2) years from January 1, 2026, whichever occurs first.

TO HAVE AND TO HOLD said right of way and easement unto the Authority, its successors and assigns, until said right of way and easement is abandoned and released by the Authority, its successors or assigns, in a recordable instrument that is filed in the real property records of Harris County, Texas.

The above-described right of way and easement is subject to the following terms and conditions:

1. Subject to the conditions and limitations herein, Grantor reserves the right (i) to grant additional easements and rights of way across (but not along) the Easement Area to such other persons or entities and for such purposes as Grantor may desire, including the right to dedicate private and public roads and streets, underground water lines, storm water lines, sanitary sewer lines, and other utilities across (but not along) the Easement Area and (ii) to construct or locate across the surface of the Easement Area landscaping (but not trees), irrigation systems, paved uncovered parking areas together with associated curbs, fences, private lighting, private electrical lines, jogging trails, sidewalks, and signage. The uses of and

improvements permitted on the Easement Area, as specified in clauses (i) and (ii) above or as otherwise approved by the Authority pursuant to the terms of this Right of Way and Easement Agreement, are referred to herein as the “Permitted Encroachments.”

In all cases in which Grantor exercises rights specified in clauses (i) through (ii) above, Grantor shall grant, dedicate, or construct the Permitted Encroachments only in such a manner that: the Line is not endangered, obstructed, damaged, or interfered with; access to the Easement Area and the Line is not interfered with; the grade of the Easement Area is not changed and cover over the Line is not reduced below seventy-two inches (72”); the Line is left with proper, sufficient, and permanent support; use of the Easement Area for the purposes set forth herein is not unreasonably interfered with; and any easements, rights of way, road or street dedications, roads, streets, water lines, storm sewer lines, sanitary sewer lines, and other utilities shall cross the Easement Area at an angle of not less than seventy-five degrees (75°) nor more than one-hundred and five degrees (105°) to the Line. Further, in connection with the design and installation of any Permitted Encroachments, vertical and horizontal separation shall be maintained between the Permitted Encroachments and the Line as may be prescribed by law or good engineering practices, but in no event shall any Permitted Encroachments be constructed or installed so as to have separation of less than thirty-six inches (36”) from the Line; provided, however, that with respect to roads, streets, and paved parking areas, there shall be maintained separation of not less than sixty inches (60”) between the bottom of the road, street, or paved parking area and the top of the Line.

Grantor shall be required to submit construction plans to the Authority at least three (3) months prior to the commencement of construction of any Permitted Encroachments, and the Authority shall have one (1) month from the date the plans are received, in a form consistent with the standards of the Authority, to review said plans and submit to Grantor construction requirements, if any, for the protection of the Line within the Easement Area or which are otherwise deemed necessary to avoid unreasonable interference with the Authority’s exercise of the rights granted herein. If so submitted by the Authority, Grantor shall incorporate any such requirements in its plans for construction of the Permitted Encroachments and shall construct the Permitted Encroachments in a manner consistent with such requirements. Additionally, if the Line has not been constructed at the time the Authority receives such plans and the Authority then has the intention to commence construction (or cause the commencement of construction) of the Line anywhere within the Easement Area within the ensuing six (6) months, the Authority may require the Grantor to delay the commencement of construction of the proposed Permitted Encroachments until the completion of construction of that portion of the Line where such proposed Permitted Encroachments are to be located. However, during such time period, Grantor shall not be precluded from proceeding with construction activities on portions of the property outside the Easement Area, and the Authority shall allow reasonable access across the Easement Area to such portions of the property.

Grantor must notify the Authority in writing at least one (1) week prior to the initiation of construction on the Easement Area. The Authority shall have the right to monitor such construction activities and may halt construction if any Permitted Encroachments are not being built to specifications.

2. Grantor shall not build, create, construct, or install or permit to be built, created, constructed, or installed any house, building, obstruction, water-retaining structure, or other structure, facility, or improvement under, upon, in, or over the Line or the Easement Area without the prior written consent of the Authority, (i.e. Permitted Encroachment). Absent such Permitted Encroachment, the Authority shall be entitled, at its option at any time, to remove the same without obligation to restore the same or any other liability to Grantor. The Authority also shall be entitled, at its option at any time, to remove Permitted Encroachments, subject to the obligation of the Authority to restore any such Permitted Encroachments as provided in Par. 6. Upon completion of the construction of Permitted Encroachments, Grantor shall submit record drawings to the Authority indicating the location and specifications of the Permitted Encroachments.
3. Following any activities by Grantor on the Easement Area, whether in connection with the construction of Permitted Encroachments or otherwise, Grantor shall be responsible for restoring the surface of the Easement Area in a timely manner. Further, in the event Grantor's activities on the Easement Area, whether in connection with the construction of Permitted Encroachments or otherwise, cause damage to the Line, the Authority will be entitled to make the necessary repairs to the damaged portion of the Line, and Grantor shall compensate the Authority for the cost of repairing such damage.
4. The consideration that the Authority has paid to Grantor concurrent with the granting of the above-described right of way and easement and temporary work area includes payment for all damages and injuries necessarily caused by the laying, and construction of the Line within the Easement Area.
5. The Authority shall, at the time of construction, bury the Line (exclusive of appurtenances and equipment customarily located at or near ground level) to a depth of at least sixty inches (60") below the surface of the ground and thereafter shall not alter or change the Line such that it would permanently remain at a lesser depth.
6. Within a reasonable time following completion of the construction of the Line, and thereafter following each entry upon the Easement Area for purposes authorized herein, the Authority shall, to the fullest extent reasonably practicable, clean up and restore the surface of the Easement Area and the Temporary Construction Easement to the condition that existed immediately prior to such entry and activities on the Easement Area and the Temporary Construction Easement by the Authority. The Authority shall at all times have the right, but not the obligation, to keep the Easement Area clear of trees, overhanging limbs, undergrowth, and brush.

7. Grantor reserves all rights, if any, in and to oil, gas, sulphur, uranium, fissionable materials, and other minerals under the surface of the Easement Area; provided, however, that Grantor shall not be permitted to explore, drill, mine, produce, or operate for oil, gas, sulphur, uranium, fissionable materials, or other minerals on the surface of the Easement Area, but will be permitted to extract such minerals and materials from under the Easement Area by directional drilling or other means from land located outside the boundaries of the Easement Area so long as the equipment (and any wells) used in connection therewith are no closer than three hundred feet (300') to the bottom of the Line and so long as the use of the Easement Area is not disturbed and the Line is left with proper, sufficient, and permanent support and is not endangered, obstructed, damaged, or interfered with.
8. It is the intention of Grantor and the Authority that the strip of land comprising the Easement Area shall extend completely across Grantor's property. Accordingly, it is understood and agreed that, in the event that it should ever be determined that either boundary line at which the Easement Area enters and exits Grantor's property has not been properly located or that there is a conflict between calls for the boundary lines included in Exhibit A hereto and the actual boundary lines as subsequently determined (including the boundaries of any strips, gores, rights-of-way, or other pieces of property in which Grantor owns an interest), the Easement Area shall be deemed to be extended in length in order that the intention of the parties will be effectuated.

The foregoing terms, conditions, and provisions shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns, as applicable, of Grantor and the Authority. The rights granted to the Authority (and the obligations of the Authority hereunder) may be assigned in whole or in part by the Authority.

Grantor warrants that Grantor owns the land subject to the above-described right of way and easement in fee simple, that Grantor has the right, title, and power to convey the rights granted herein, and that Grantor shall execute any further assurance of title reasonably requested by the Authority, its successors or assigns.

This Right of Way and Easement Agreement may be executed in multiple counterpart originals that, when taken together, shall constitute one and the same instrument.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Grantor has hereunto set his hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR**

CYPRESS FAIRBANKS INDEPENDENT SCHOOL DISTRICT, an independent school district and a political subdivision of the State of Texas

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ of Cypress Fairbanks Independent School District, an independent school district and a political subdivision of the State of Texas, on behalf of said independent school district and political subdivision.

\_\_\_\_\_  
Notary Public's Signature

(NOTARY SEAL)

**EXHIBIT A**

**TRACT 37F-61 WLE  
NHCRWA  
WATER LINE EASEMENT (WLE)**

**METES AND BOUNDS OF  
1.129 ACRE OF LAND SITUATED IN THE  
J. RICKETTS SURVEY, ABSTRACT NO. 671  
HARRIS COUNTY, TEXAS**

Being a 1.129 acre (49,190 square feet) tract of land situated in the J. Ricketts Survey, Abstract No. 671, Harris County, Texas, and being out of and a part of Restricted Reserve 'A', Block 1 of Cypress Point Lake Estates, Section 1, a plat recorded under Film Code No. (F.C. No.) 447131 of the Harris County Map Record (H.C.M.R.), and further being described in a General Warranty Deed dated September 1, 1999 conveyed to Cypress-Fairbanks Independent School District recorded under Harris County Clerk's File Number (H.C.C.F. No.) T946478 of the Official Public Records of Real Property Harris County (O.P.R.O.R.P.H.C.), Texas. Said 1.129 acre of land being more particularly described by metes and bounds as follows with bearings referenced to the Texas Coordinate System of 1983, South Central Zone:

**BEGINNING** at a found 5/8-inch iron rod having the Texas State Plane Coordinates of N: 13,922,925.80 & E: 3,019,909.23 on the west Right-of-Way (R.O.W.) line of Barker Cypress Road (100' R.O.W.) recorded under F.C. No. 447131 of the H.C.M.R. and the common northeast corner of Lot 12, Block 1 of Cypress Point Lake Estates Section One, a plat recorded under F.C. No. 447131 of the H.C.M.R. and the southeast corner of said Restricted Reserve "A", same also being the corner of the herein described parcel;

**THENCE**, South 88° 18' 14" West, departing the west R.O.W. line of said Barker Cypress Road, along the common north line of said Lot 12 and the south line of said Restricted Reserve 'A', a distance of 10.26 feet to a 5/8-inch iron rod with cap stamped 'KUO' set for the corner of the herein described parcel;

**THENCE**, departing said common line, over and across said Restricted Reserve "A" with the following courses:

1. North 62° 32' 33" West, a distance of 45.88 feet to a 5/8-inch iron rod with cap stamped 'KUO' set for the corner of the herein described parcel;
2. North 02° 32' 33" West, a distance of 1,215.98 feet to a 5/8-inch iron rod with cap stamped 'KUO' set for an angle point of the herein described parcel;
3. North 47° 32' 33" West, a distance of 13.35 feet to a 5/8-inch iron rod with cap stamped 'KUO' set for an angle point of the herein described parcel;
4. South 88° 39' 32" West, a distance of 568.71 feet to a 5/8-inch iron rod with cap stamped 'KUO' set for a corner of the herein described parcel;
5. North 01° 20' 28" West, a distance of 20.00 feet to a 5/8-inch iron rod with cap stamped 'KUO' set for the corner of the herein described parcel, same also being on the common south line of Huffmeister Road (width varies) recorded under Volume K, Page 176 of the Harris County Commissioners Court Minutes Records (H.C.C.C.M.R.), Volume 140, Page 185, Volume 145, Page 165, Volume 973, Page 173 of the Harris County Deed Records (H.C.D.R.), H.C.C.F. Nos. H546687 and 20120073159 of the O.P.R.O.R.P.H.C. and F.C. No. 447131 of the H.C.M.R. and the north line of said Restricted Reserve "A";

**THENCE**, North 88° 39' 32" East, along the south line of said Huffmeister Road, a distance of 441.91 feet to an angle point in the south line of said Huffmeister Road, same being an angle point in the north line of the herein described parcel, from which a found 5/8-inch iron rod bears North 48° 00' 31" West – 1.57 feet;

**THENCE**, South 88° 02' 51" East, along the south line of said Huffmeister Road (width varies at this location), a distance of 172.01 feet to a 5/8-inch iron rod with cap stamped 'KUO' set for a corner of the herein described parcel, same being the northerly cut-corner line for the southwest corner intersection of said Huffmeister Road and Barker Cypress Road (width varies at this location) recorded under F.C. No. 447131 of the H.C.M.R.;

**THENCE**, South 46° 53' 42" East, along said cut-corner line, a distance of 14.45 feet to a 5/8-inch iron rod with cap stamped 'KUO' set for a corner of the herein described parcel;

**THENCE**, South 88° 39' 32" West, departing said cut-corner line, a distance of 15.79 feet to a 5/8-inch iron rod with cap stamped 'KURO' set for a corner of the herein described parcel;

**THENCE**, South 02° 32' 33" East, a distance of 1,207.28 feet to a 5/8-inch iron rod with cap stamped 'KURO' set for the corner of the herein described parcel;

**THENCE**, South 62° 32' 33" East, a distance of 23.09 feet to a 5/8-inch iron rod with cap stamped 'KURO' set for the corner of the herein described parcel, same also being the common west R.O.W. line of said Barker Cypress Road and the east line of said Restricted Reserve 'A';

**THENCE**, South 02° 32' 33" East, along said common line, a distance of 28.87 feet to the **POINT OF BEGINNING, CONTAINING** 1.129 acre (49,190 square feet) of land.

NOTES

Distances are surface and may be converted to grid by multiplying by the combined scale factor of 0.99992513. Coordinates are grid and may be converted to surface by multiplying by the combined scale factor of 1.000074876.

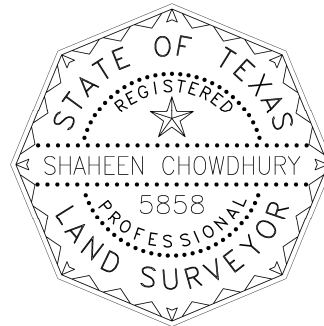
A separate Exhibit Map Dated 11/13/24 accompanies this Metes & Bounds Description.

Compiled By:



Shaheen Chowdhury, R.P.L.S.  
Registered Professional Land Surveyor  
Texas Reg. No. 5858  
Shaheen.Chowdhury@kuoassociates.com

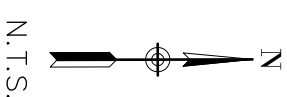
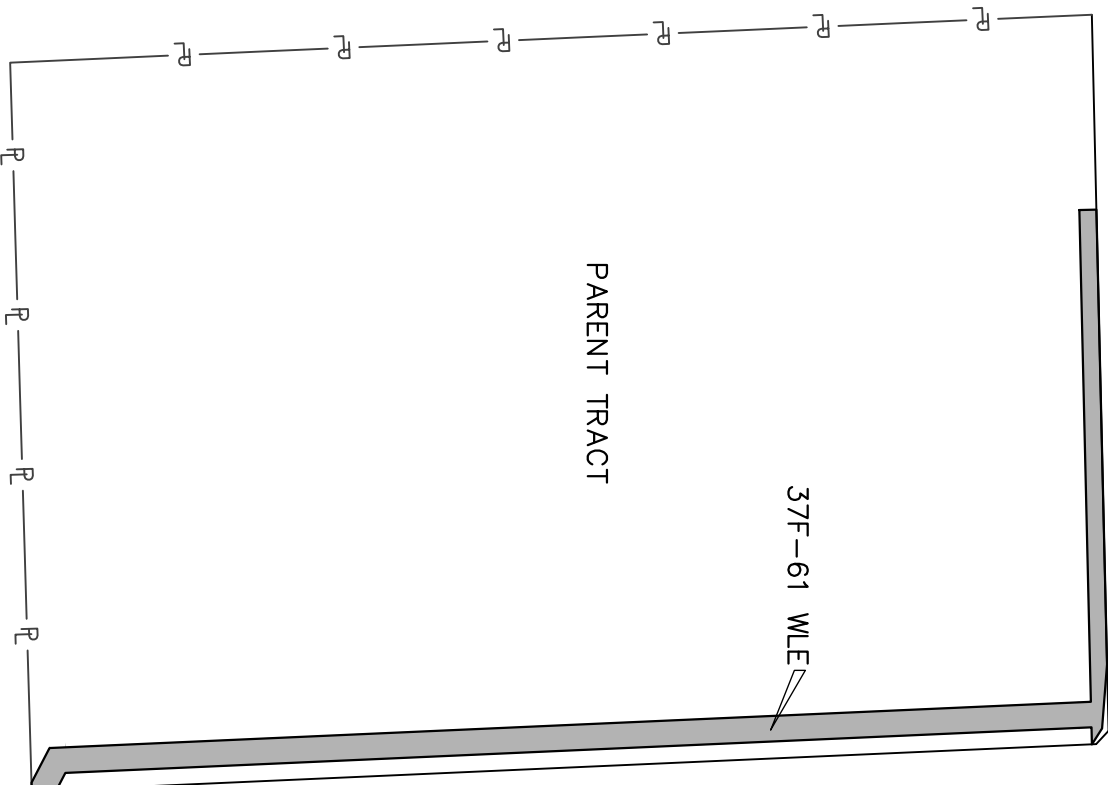
Kuo & Associates, LLC  
10300 Westoffice Drive, Suite 800  
Houston, TX 77042  
Ph.: (713) 975-8769  
TBPLS Firm Registration No. 10075600



Date: 11/13/24

HUFFMEISTER RD.

BARKER CYPRESS RD.



N.T.S.

LEGEND:

- R- PROPERTY LINE
- FND. MONUMENT
- SET MONUMENT

ABBREVIATIONS

- A.E.-AERIAL EASEMENT
- AE-ACCESS EASEMENT
- BL.-BUILDING LINE
- DR.-DRIVE
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- I.P.-IRON PIPE
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- R.O.W.-RIGHT OF WAY
- SAN SE-SANITARY SEWER EASEMENT
- "S-E"-SET 5/8" I.R. W/KUO CAP
- "S-MAG"-SET MAG NAIL
- "S-X"-SET X CUT ON CONCRETE
- SQ. FT.-SQUARE FEET
- STM SE-STORM SEWER EASEMENT
- TCE-TEMPORARY CONSTRUCTION EASEMENT
- UE-UTILITY EASEMENT
- VOL.-VOLUME
- PG.-PAGE
- WLE-WATER LINE EASEMENT

GENERAL NOTES:

1. A SURVEYOR RELIED UPON SURVEY SUPPORT REPORT NO. 7910-24-0545 PROVIDED BY ABSTRACT SERVICES OF HOUSTON DATED JANUARY 18, 2024. NO ADDITIONAL RESEARCH FOR EASEMENTS OR ENCUMBRANCES WAS PERFORMED BY KUO & ASSOCIATES, INC.
2. BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 86 (1983 ADJUSTMENT) BASED ON THE CONTROL MONUMENTATION PROVIDED TO SURVEYOR. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.99992513. COORDINATES SHOWN ARE GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 1.000074876.
3. A SEPARATE METES AND BOUNDS DESCRIPTION DATED 11/13/24 HAS BEEN PREPARED IN ASSOCIATION WITH THIS EXHIBIT.

I HEREBY CERTIFY THAT THE PLAT HEREON AND THE ACCOMPANYING LEGAL DESCRIPTION REPRESENT AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION DURING DECEMBER, 2023.

*Shahen Chowdhury*

11/13/24

SHAHEN CHOWDHURY, R.P.L.S.  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 TEXAS REG. NO. 5858  
 Shohseen.chowdhury@kuoassociates.com

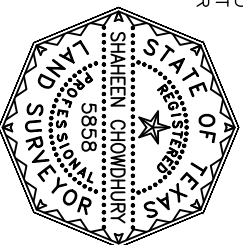


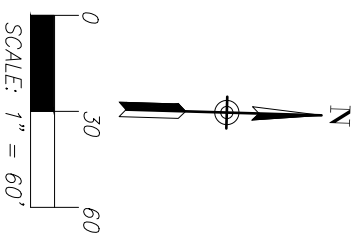
EXHIBIT MAP  
 TRACT 37F-61 WLE  
 1.129 ACRE (49,190 SQ. FT.)  
 OUT OF AND A PART OF  
 RESTRICTED RESERVE "A",  
 BLOCK 1  
 CYPRESS POINT LAKE ESTATES,  
 SECTION 1  
 F.C. NO. 447131, H.C.M.R.  
 J. RICKETTS SURVEY, A-671  
 HARRIS COUNTY, TEXAS



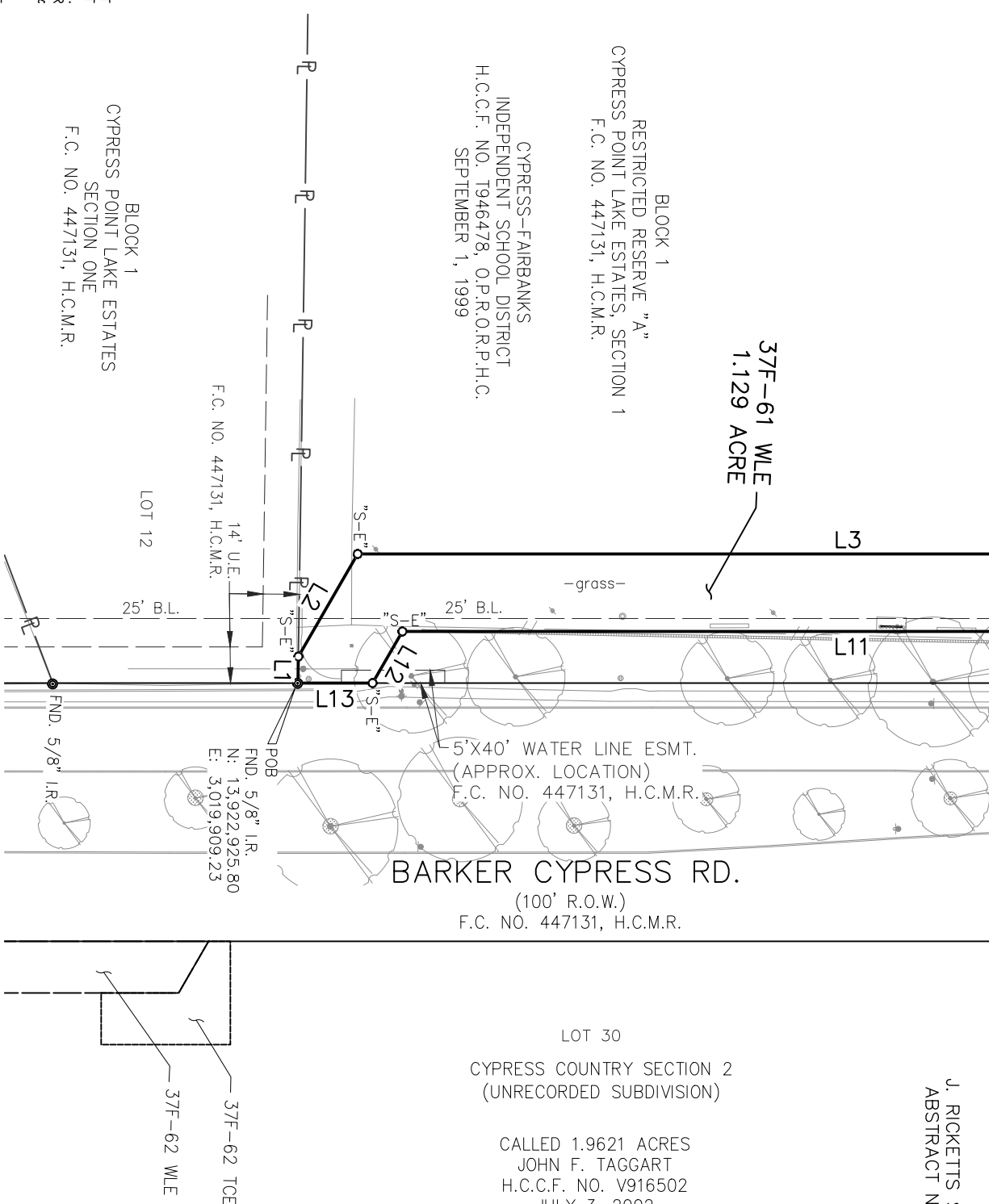
**KUO**  
 & Associates  
 Consulting Engineers  
 & Surveyors  
 10300 Westoffice Dr, Suite 800  
 Houston, Texas 77042  
 www.kuoassociates.com  
 Tel: 713-975-9768 Fax: 713-975-0920  
 TBPES Engineering Firm Reg. No. F-4578  
 TBPES Surveying Firm Reg. No. 10075600

Checked By: SC	Date: 11/13/24	Scale: N.T.S.
Project No: 23095	Drawing Name: 37F-61 WLE	Sheet No. 1 of 6

J. RICKETTS SURVEY  
ABSTRACT NO. 671



LINE	DIRECTION	LENGTH
L1	S88°18'14"W	10.26'
L2	N62°32'33"W	45.88'
L3	N02°32'33"W	1,215.98'
L11	S02°32'33"E	1,207.28'
L12	S62°32'33"E	23.09'
L13	S02°32'33"E	28.87'



- LEGEND:**
- R- PROPERTY LINE
  - FND. MONUMENT
  - SET MONUMENT

**ABBREVIATIONS**

- AE--AERIAL EASEMENT
- AE--ACCESS EASEMENT
- BL--BUILDING LINE
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- ESMT--EASEMENT
- FND--FOUND
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- H.C.C.F. NO--HARRIS COUNTY CLERK'S FILE NUMBER
- H.C.D.R.--HARRIS COUNTY DEED RECORDS
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- I.P.--IRON PIPE
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- O.P.R.O.R.P.H.C.--OFFICIAL PUBLIC RECORDS OF REAL PROPERTY HARRIS COUNTY

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- POG--POINT OF COMMENCING
- R.O.W.--RIGHT OF WAY
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- "S--MAG"--SET MAG NAIL
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- SO. FT.--SQUARE FEET
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3. A SEPARATE METES AND BOUNDS DESCRIPTION DATED 11/13/24 HAS BEEN PREPARED IN ASSOCIATION WITH THIS EXHIBIT.

BLOCK 1  
CYPRESS POINT LAKE ESTATES  
SECTION ONE  
F.C. NO. 447131, H.C.M.R.

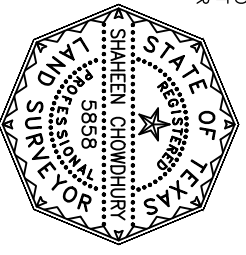
BLOCK 1  
RESTRICTED RESERVE "A"  
CYPRESS POINT LAKE ESTATES, SECTION 1  
F.C. NO. 447131, H.C.M.R.

CYPRESS--FAIRBANKS  
INDEPENDENT SCHOOL DISTRICT  
H.C.C.F. NO. T946478, O.P.R.O.R.P.H.C.  
SEPTEMBER 1, 1999

I HEREBY CERTIFY THAT THE PLAT HEREON AND THE ACCOMPANYING LEGAL DESCRIPTION REPRESENT AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION DURING DECEMBER, 2023.

*Shahen Chowdhury*  
11/13/24

SHAHEN CHOWDHURY, R.P.L.S.  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REG. NO. 5858  
Shahen.chowdhury@kuoassociates.com



LOT 30  
CYPRESS COUNTRY SECTION 2  
(UNRECORDED SUBDIVISION)  
CALLED 1.9621 ACRES  
JOHN F. TAGGART  
H.C.C.F. NO. V916502  
JULY 3, 2002

EXHIBIT MAP  
TRACT 37F-61 WLE  
1.129 ACRE (49,190 SQ. FT.)  
OUT OF AND A PART OF  
RESTRICTED RESERVE "A",  
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J. RICKETTS SURVEY, A-671  
HARRIS COUNTY, TEXAS

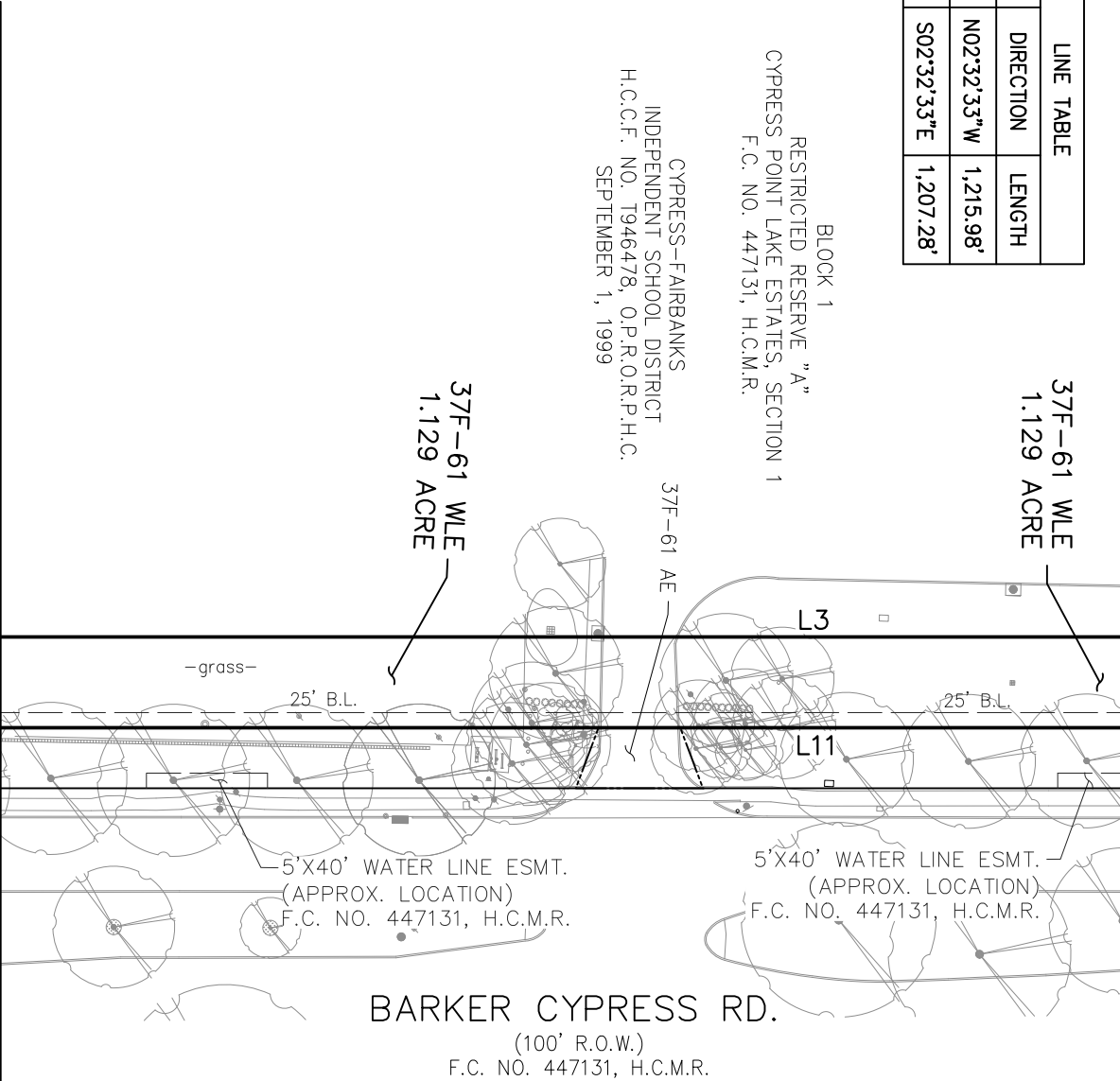
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TBPES Engineering Firm Reg. No. F-4578  
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Checked By: SC	Date: 11/13/24	Scale: 1"=60'
Project No: 23095	Drawing Name: 37F-61 WLE	Sheet No. 2 of 6

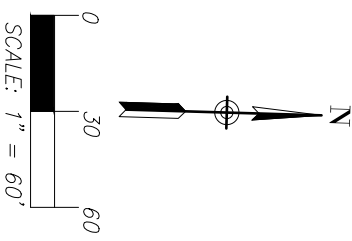
LINE TABLE		
LINE	DIRECTION	LENGTH
L3	N02°32'33"W	1,215.98'
L11	S02°32'33"E	1,207.28'

BLOCK 1  
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 F.C. NO. 447131, H.C.M.R.

CYPRESS--FAIRBANKS  
 INDEPENDENT SCHOOL DISTRICT  
 H.C.C.F. NO. T946478, O.P.R.O.R.P.H.C.  
 SEPTEMBER 1, 1999



MATCH LINE "SHEET 2 OF 6"



J. RICKETTS SURVEY  
 ABSTRACT NO. 671

LOT 31  
 CYPRESS COUNTRY SECTION 2  
 (UNRECORDED SUBDIVISION)

FND. 5/8" I.R.  
 LADINO RUN  
 (60' R.O.W.)  
 UNRECORDED PLAT

EXHIBIT MAP  
 TRACT 37F-61 WLE  
 1.129 ACRE (49,190 SQ. FT.)  
 OUT OF AND A PART OF  
 RESTRICTED RESERVE "A",  
 BLOCK 1  
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 SECTION 1  
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 J. RICKETTS SURVEY, A-671  
 HARRIS COUNTY, TEXAS

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**GENERAL NOTES:**

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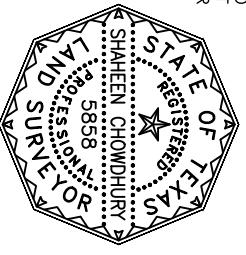
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3. A SEPARATE METES AND BOUNDS DESCRIPTION DATED 11/13/24 HAS BEEN PREPARED IN ASSOCIATION WITH THIS EXHIBIT.

I HEREBY CERTIFY THAT THE PLAT HEREON AND THE ACCOMPANYING LEGAL DESCRIPTION REPRESENT AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION DURING DECEMBER, 2023.

*Shahen Chowdhury*  
 11/13/24

SHAHEN CHOWDHURY, R.P.L.S.  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 TEXAS REG. NO. 5858  
 Shohsen.chowdhury@kuoassociates.com



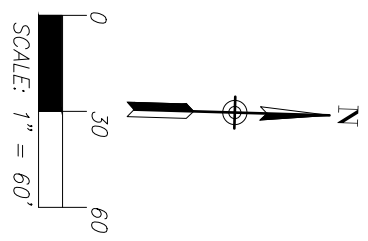
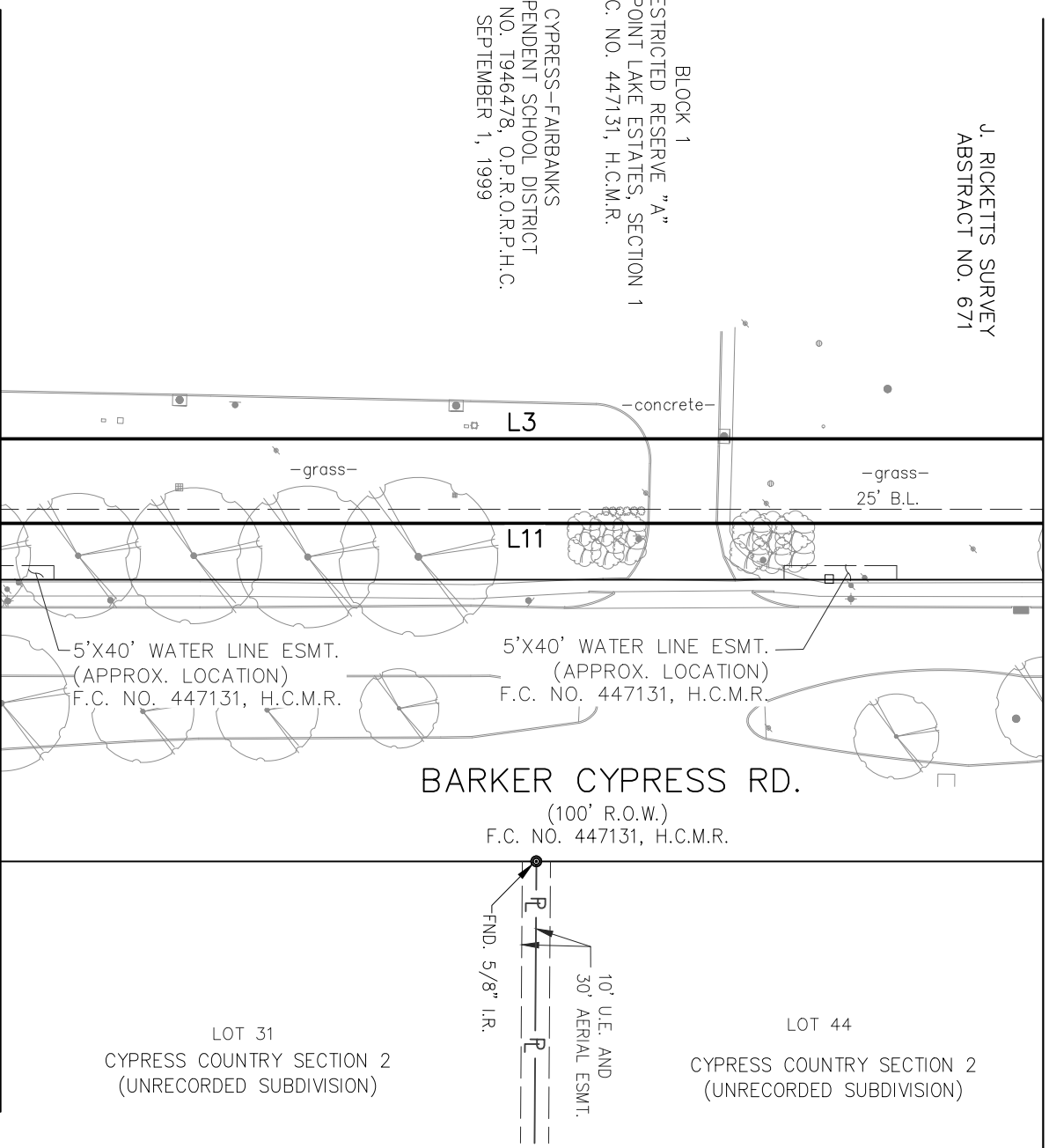
**KUO & Associates**  
 Consulting Engineers & Surveyors  
 10300 Westoffice Dr., Suite 800  
 Houston, Texas 77042  
 Tel: 713-975-9768, Fax: 713-975-0920  
 www.kuoassociates.com  
 TBPELS Engineering Firm Reg. No. F-4578  
 TBPELS Surveying Firm Reg. No. 10075600

Checked By: SC	Date: 11/13/24	Scale: 1"=60'
Project No: 23095	Drawing Name: 37F-61 WLE	Sheet No. 3 of 6

J. RICKETTS SURVEY  
ABSTRACT NO. 671

BLOCK 1  
RESTRICTED RESERVE "A"  
CYPRESS POINT LAKE ESTATES, SECTION 1  
F.C. NO. 447131, H.C.M.R.

CYPRESS-FAIRBANKS  
INDEPENDENT SCHOOL DISTRICT  
H.C.C.F. NO. T946478, O.P.R.O.R.P.H.C.  
SEPTEMBER 1, 1999



LINE	DIRECTION	LENGTH
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L11	S02°32'33"E	1,207.28'

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  - SET MONUMENT

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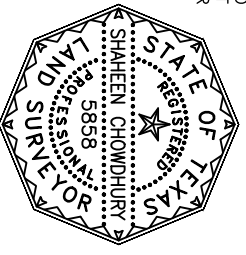
**GENERAL NOTES:**

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*Shahen Chowdhury*  
11/13/24

SHAHEN CHOWDHURY, R.P.L.S.  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REG. NO. 5858  
Shahen.chowdhury@kuoassociates.com



MATCH LINE "SHEET 3 OF 6"

EXHIBIT MAP  
TRACT 37F-61 WLE  
1.129 ACRE (49,190 SQ. FT.)  
OUT OF AND A PART OF  
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Checked By: SC	Date: 11/13/24	Scale: 1"=60'
Project No: 23095	Drawing Name: 37F-61 WLE	Sheet No. 4 of 6

**LEGEND:**

- FND. MONUMENT
- SET MONUMENT

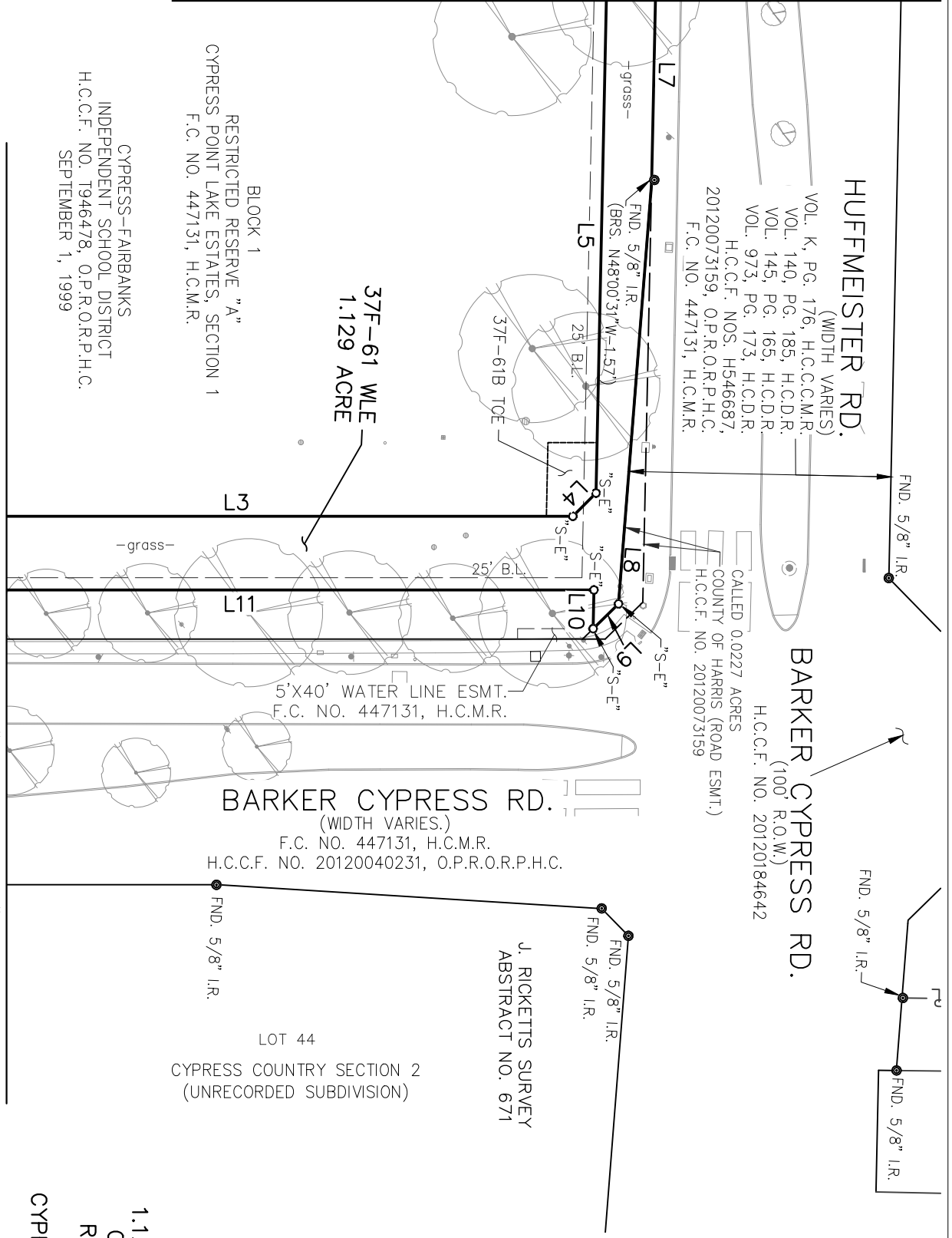
**ABBREVIATIONS**

- A.E.—AERIAL EASEMENT
- AE—ACCESS EASEMENT
- B.L.—BUILDING LINE
- DR.—DRIVE
- ESMT—EASEMENT
- FND.—FOUND
- F.C. NO.—FILM CODE NUMBER
- H.C.C.F. NO.—HARRIS COUNTY CLERK'S FILE NUMBER
- H.C.D.R.—HARRIS COUNTY DEED RECORDS
- H.C.M.R.—HARRIS COUNTY MAP RECORDS
- H.C.C.M.R.—HARRIS COUNTY COMMISSIONERS COURT MINUTES RECORDS
- I.P.—IRON PIPE
- I.R.—IRON ROD
- O.P.R.O.R.P.H.C.—OFFICIAL PUBLIC RECORDS OF REAL PROPERTY HARRIS COUNTY
- POB—POINT OF BEGINNING
- POC—POINT OF COMMENCING
- R.O.W.—RIGHT OF WAY
- SAN SE—SANITARY SEWER EASEMENT
- "S-E"—SET 5/8" I.R. W/KUO CAP
- "S-MAG"—SET MAG NAIL
- "S-X"—SET "X" CUT ON CONCRETE
- SQ. FT.—SQUARE FEET
- STM SE—STORM SEWER EASEMENT
- TGE—TEMPORARY CONSTRUCTION EASEMENT
- UE—UTILITY EASEMENT
- VOL.—VOLUME
- PG.—PAGE
- WLE—WATER LINE EASEMENT

**GENERAL NOTES:**

1. A SURVEYOR RELIED UPON SURVEY SUPPORT REPORT NO. 7910-24-0545 PROVIDED BY ABSTRACT SERVICES OF HOUSTON DATED JANUARY 18, 2024. NO ADDITIONAL RESEARCH FOR EASEMENTS OR ENCUMBRANCES WAS PERFORMED BY KUO & ASSOCIATES, INC.
2. BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 86 (1983 ADJUSTMENT) BASED ON THE CONTROL MONUMENTATION PROVIDED TO SURVEYOR. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.99992513. COORDINATES SHOWN ARE GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 1.000074876.
3. A SEPARATE METES AND BOUNDS DESCRIPTION DATED 11/13/24 HAS BEEN PREPARED IN ASSOCIATION WITH THIS EXHIBIT.

MATCH LINE "SHEET 6 OF 6"



37F-61 WLE  
1.129 ACRE

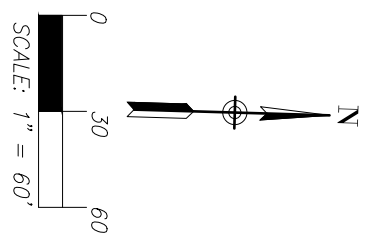
RESTRICTED RESERVE "A"  
CYPRESS POINT LAKE ESTATES, SECTION 1  
F.C. NO. 447131, H.C.M.R.

CYPRESS-FAIRBANKS  
INDEPENDENT SCHOOL DISTRICT  
H.C.C.F. NO. T946478, O.P.R.O.R.P.H.C.  
SEPTEMBER 1, 1999

I HEREBY CERTIFY THAT THE PLAT HEREON AND THE ACCOMPANYING LEGAL DESCRIPTION REPRESENT AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION DURING DECEMBER, 2023.

*Shahen Chowdhury*  
11/13/24

SHAHEN CHOWDHURY, R.P.L.S.  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REG. NO. 5858  
Shahen.chowdhury@kuoassociates.com



LINE	DIRECTION	LENGTH
L3	N02°32'33"W	1,215.98'
L4	N47°32'33"W	13.35'
L5	S88°39'32"W	568.71'
L7	N88°39'32"E	441.91'
L8	S88°02'51"E	172.01'
L9	S46°53'42"E	14.45'
L10	S88°39'32"W	15.79'
L11	S02°32'33"E	1,207.28'

EXHIBIT MAP  
TRACT 37F-61 WLE  
1.129 ACRE (49,190 SQ. FT.)  
OUT OF AND A PART OF  
RESTRICTED RESERVE "A",  
BLOCK 1  
CYPRESS POINT LAKE ESTATES,  
SECTION 1  
F.C. NO. 447131, H.C.M.R.  
J. RICKETTS SURVEY, A-671  
HARRIS COUNTY, TEXAS

10300 Westoffice Dr., Suite 800  
Houston, Texas 77042  
Tel: 713-975-9769 Fax: 713-975-0920  
www.kuoassociates.com  
Consulting Engineers & Surveyors  
TBPES Engineering Firm Reg. No. F-4578  
TBPES Surveying Firm Reg. No. 10075600

Checked By: SC	Date: 11/13/24	Scale: 1"=60'
Project No: 23095	Drawing Name: 37F-61 WLE	Sheet No. 5 of 6

**CYPRESS FIELDS DR.**  
60' ROAD EASEMENT  
H.C.C.F. NO. F674497

RESIDUE OF A  
CALLED 2.13 ACRES  
JOSE ARTURO GARZA &  
NORMA ALICIA GARZA  
H.C.C.F. NO. R191180  
DEC. 15, 1994

RESTRICTED RESERVE "A"  
CAYMAN KAI  
F.C. NO. 678715, H.C.M.R.

J. RICKETTS SURVEY  
ABSTRACT NO. 671

FND. 5/8" I.R.

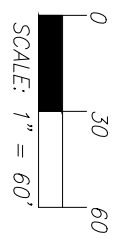
37F-60 WLE

37F-60 TCE

FND. 3/4" I.R.

25' B.L.

FND. 5/8" I.R.



- LEGEND:**
- P- PROPERTY LINE
  - FND. MONUMENT
  - SET MONUMENT

**ABBREVIATIONS**

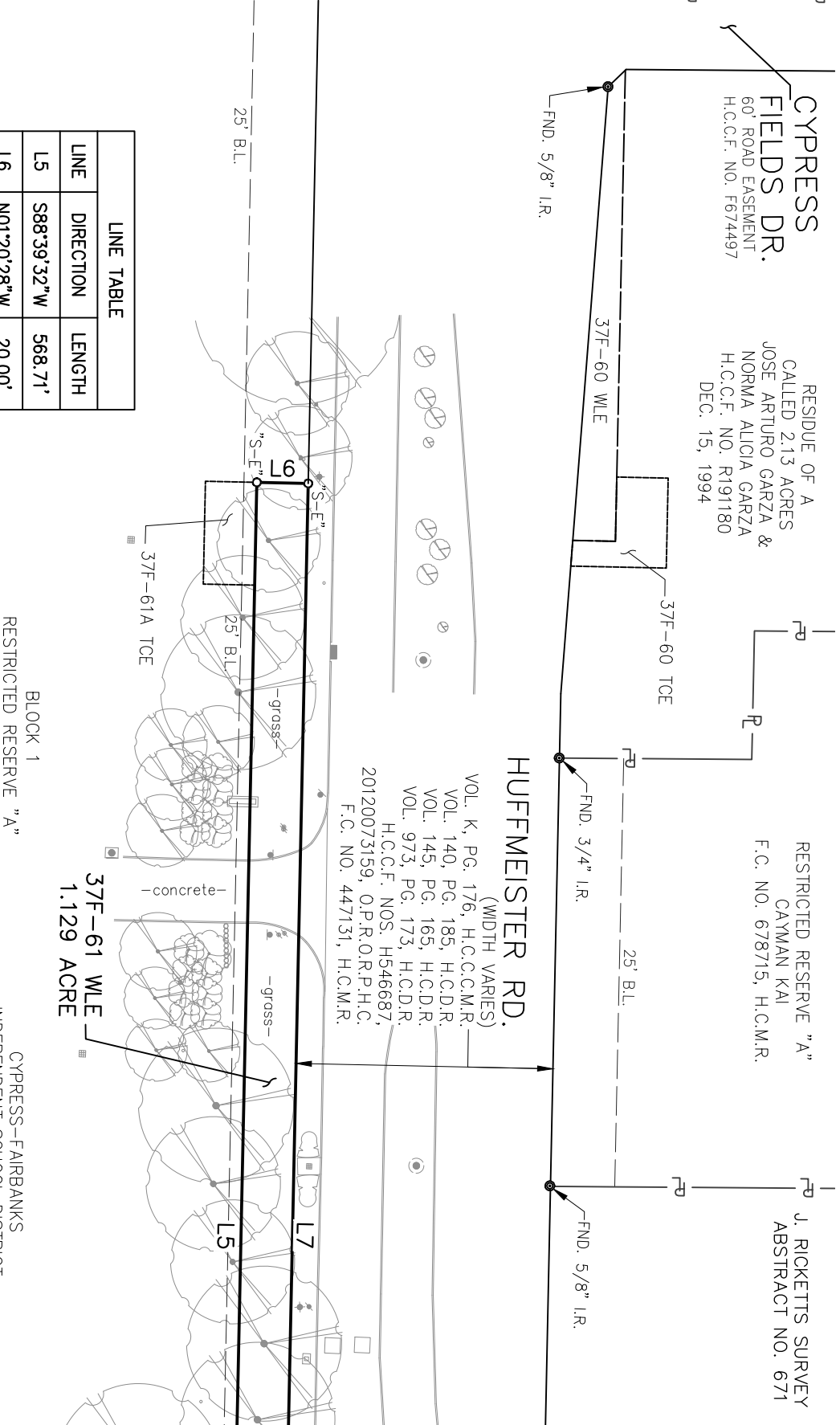
- A.E.-AERIAL EASEMENT
- AE-ACCESS EASEMENT
- B.L.-BUILDING LINE
- DR.-DRIVE
- ESMT-EASEMENT
- FND-FOUND
- F.C. NO.-FILM CODE NUMBER
- H.C.C.F. NO.-HARRIS COUNTY CLERK'S FILE NUMBER
- H.C.D.R.-HARRIS COUNTY DEED RECORDS
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- H.C.C.M.R.-HARRIS COUNTY COMMISSIONERS COURT MINUTES RECORDS
- I.P.-IRON PIPE
- I.R.-IRON ROD
- O.P.R.O.R.P.H.C.-OFFICIAL PUBLIC RECORDS OF REAL PROPERTY HARRIS COUNTY

- POB-POINT OF BEGINNING
- POC-POINT OF COMMENCING
- R.O.W.-RIGHT OF WAY
- SAN SE-SANITARY SEWER EASEMENT
- "S-E"-SET 5/8" I.R. W/KUO CAP
- "S-MAG"-SET MAG NAIL
- "S-X"-SET 'X' CUT ON CONCRETE
- SQ. FT.-SQUARE FEET
- STM SE-STORM SEWER EASEMENT
- TCE-TEMPORARY CONSTRUCTION EASEMENT
- UE-UTILITY EASEMENT
- VOL.-VOLUME
- PG.-PAGE
- WLE-WATER LINE EASEMENT

**GENERAL NOTES:**

1. A SURVEYOR RELIED UPON SURVEY SUPPORT REPORT NO. 7910-24-0545 PROVIDED BY ABSTRACT SERVICES OF HOUSTON DATED JANUARY 18, 2024. NO ADDITIONAL RESEARCH FOR EASEMENTS OR ENCUMBRANCES WAS PERFORMED BY KUO & ASSOCIATES, INC.
2. BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 86 (1983 ADJUSTMENT) BASED ON THE CONTROL MONUMENTATION PROVIDED TO SURVEYOR. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.99992513. COORDINATES SHOWN ARE GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 1.000074876.
3. A SEPARATE METES AND BOUNDS DESCRIPTION DATED 11/13/24 HAS BEEN PREPARED IN ASSOCIATION WITH THIS EXHIBIT.

LINE TABLE		
LINE	DIRECTION	LENGTH
L5	S88°39'32"W	568.71'
L6	N01°20'28"W	20.00'
L7	N88°39'32"E	441.91'



37F-61 WLE  
1.129 ACRE

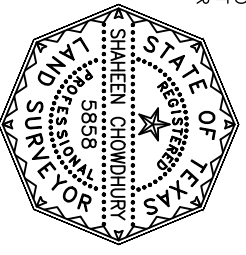
BLOCK 1  
RESTRICTED RESERVE "A"  
CYPRESS POINT LAKE ESTATES, SECTION 1  
F.C. NO. 447131, H.C.M.R.

CYPRESS-FAIRBANKS  
INDEPENDENT SCHOOL DISTRICT  
H.C.C.F. NO. T946478, O.P.R.O.R.P.H.C.  
SEPTEMBER 1, 1999

I HEREBY CERTIFY THAT THE PLAT HEREON AND THE ACCOMPANYING LEGAL DESCRIPTION REPRESENT AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION DURING DECEMBER, 2023.

*Shahen Chowdhury*  
11/13/24

SHAHEN CHOWDHURY, R.P.L.S.  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REG. NO. 5858  
Shahen.chowdhury@kuoassociates.com



**EXHIBIT MAP**  
TRACT 37F-61 WLE  
1.129 ACRE (49,190 SQ. FT.)  
OUT OF AND A PART OF  
RESTRICTED RESERVE "A",  
BLOCK 1  
CYPRESS POINT LAKE ESTATES,  
SECTION 1

F.C. NO. 447131, H.C.M.R.  
J. RICKETTS SURVEY, A-671  
HARRIS COUNTY, TEXAS

<p><b>KUO &amp; Associates</b> Consulting Engineers &amp; Surveyors</p>	Checked By: SC	Date: 11/13/24	Scale: 1"=60'
	Project No: 23095	Drawing Name: 37F-61 WLE	Sheet No: 6 of 6

10300 Westoffice Dr., Suite 800  
Houston, Texas 77042  
Tel: 713.975.9768 Fax: 713.975.0920  
www.kuoassociates.com  
TBPES Engineering Firm Reg. No. F-4578  
TBPES Surveying Firm Reg. No. 10075600

**EXHIBIT B**

**TRACT 37F-61A TCE  
NHCRWA  
TEMPORARY CONSTRUCTION EASEMENT (TCE)**

**METES AND BOUNDS OF  
0.0184 ACRE OF LAND SITUATED IN THE  
J. RICKETTS SURVEY, ABSTRACT NO. 671  
HARRIS COUNTY, TEXAS**

Being a 0.0184 acre (800 square feet) tract of land situated in the J. Ricketts Survey, Abstract No. 671, Harris County, Texas, and being out of and a part of Restricted Reserve 'A', Block 1 of Cypress Point Lake Estates, Section 1, a plat recorded under Film Code No. (F.C. No.) 447131 of the Harris County Map Record (H.C.M.R.), and further being described in a General Warranty Deed dated September 1, 1999 conveyed to Cypress-Fairbanks Independent School District recorded under Harris County Clerk's File Number (H.C.C.F. No.) T946478 of the Official Public Records of Real Property Harris County (O.P.R.O.R.P.H.C.), Texas. Said 0.0184 acre of land being more particularly described by metes and bounds as follows with bearings referenced to the Texas Coordinate System of 1983, South Central Zone:

**COMMENCING** at a point having the Texas State Plane Coordinates of N: 13,924,187.38 & E: 3,019,667.24, from which a found 5/8-inch iron rod, bears North 48° 00' 31" West, a distance of 1.57 feet, for an angle point in the south line of Huffmeister Road (width varies) recorded under Volume K, Page 176 of the Harris County Commissioners Court Minutes Records (H.C.C.C.M.R.), Volume 140, Page 185, Volume 145, Page 165, Volume 973, Page 173 of the Harris County Deed Records (H.C.D.R.), H.C.C.F. Nos. H546687 and 20120073159 of the O.P.R.O.R.P.H.C. and F.C. No. 447131 of the H.C.M.R., same being the west corner of a called 0.0227 acre tract conveyed to the County of Harris for road easement recorded under H.C.C.F. No. 20120073159 of the O.P.R.O.R.P.H.C.;

**THENCE**, South 88° 39' 32" West, along the south line of said Huffmeister Road, a distance of 401.49 feet to a point;

**THENCE**, South 01° 20' 28" East, departing said common line, a distance of 20.00 feet to the **POINT OF BEGINNING** having the Texas State Plane Coordinates of N: 13,924,157.98 & E: 3,019,265.94 for the northeast corner of the herein described parcel;

**THENCE**, South 01° 20' 28" East, a distance of 20.00 feet to the southeast corner of the herein described parcel;

**THENCE**, South 88° 39' 32" West, a distance of 40.00 feet to the southwest corner of the herein described parcel;

**THENCE**, North 01° 20' 28" West, a distance of 20.00 feet to the northwest corner of the herein described parcel;

**THENCE**, North 88° 39' 32" East, a distance of 40.00 feet to the **POINT OF BEGINNING, CONTAINING** 0.0184 acre (800 square feet) of land.

NOTES

Distances are surface and may be converted to grid by multiplying by the combined scale factor of 0.99992513. Coordinates are grid and may be converted to surface by multiplying by the combined scale factor of 1.000074876.

A separate Exhibit Map Dated 12/06/24 accompanies this Metes & Bounds Description.

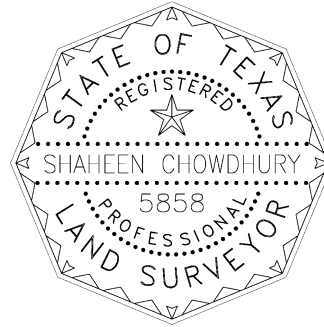
Compiled By:

*Shaheen Chowdhury*

Shaheen Chowdhury, R.P.L.S.  
Registered Professional Land Surveyor  
Texas Reg. No. 5858  
Shaheen.Chowdhury@kuoassociates.com

Kuo & Associates, LLC  
10300 Westoffice Drive, Suite 800  
Houston, TX 77042  
Ph.: (713) 975-8769  
TBPLS Firm Registration No. 10075600

Date: 12/06/24



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S88°39'32"W	401.49'
L2	S01°20'28"E	20.00'
L3	S01°20'28"E	20.00'
L4	S88°39'32"W	40.00'
L5	N01°20'28"W	20.00'
L6	N88°39'32"E	40.00'

**LEGEND:**

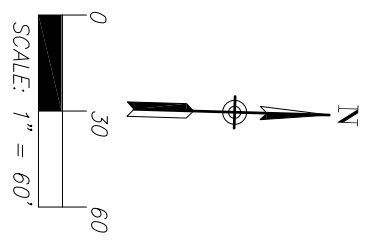
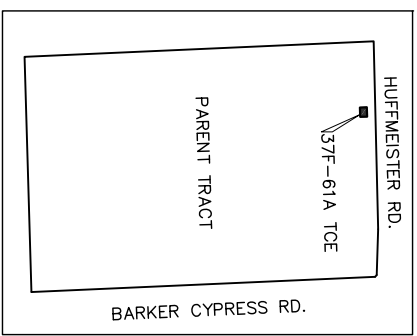
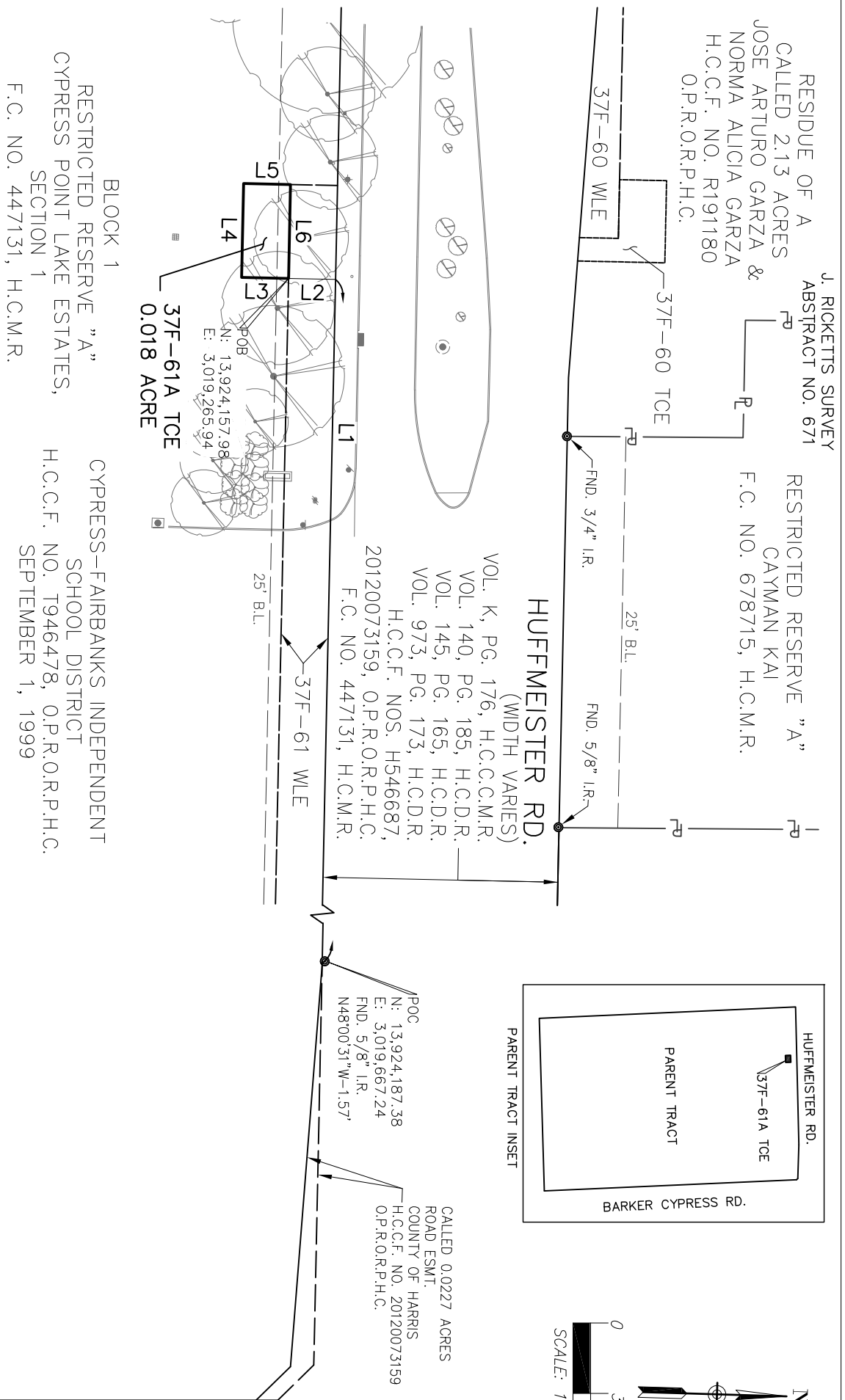
- R- PROPERTY LINE
- FND. MONUMENT

**ABBREVIATIONS**

- A.E.-AERIAL EASEMENT
- AE-ACCESS EASEMENT
- B.L.-BUILDING LINE
- DR-DRIVE
- ESMT-EASEMENT
- FND-FOUND
- F.C. NO.-FILM CODE NUMBER
- H.C.C.F. NO.-HARRIS COUNTY CLERK'S FILE NUMBER
- H.C.C.M.R.-HARRIS COUNTY COMMISSIONERS COURT MINUTES RECORDS
- H.C.D.R.-HARRIS COUNTY DEED RECORDS
- H.C.M.R.-HARRIS COUNTY MAP RECORDS
- I.P.-IRON PIPE
- I.R.-IRON ROD
- O.P.R.O.R.P.H.C.-OFFICIAL PUBLIC RECORDS OF REAL PROPERTY HARRIS COUNTY
- POB-POINT OF BEGINNING
- POC-POINT OF COMMENCING
- R.O.W.-RIGHT OF WAY
- SAN SE-SANITARY SEWER EASEMENT
- SQ. FT.-SQUARE FEET
- STM SE-STORM SEWER EASEMENT
- TCE-TEMPORARY CONSTRUCTION EASEMENT
- UE-UTILITY EASEMENT
- VOL.-VOLUME
- PG.-PAGE
- WLE-WATER LINE EASEMENT

**GENERAL NOTES:**

- A SURVEYOR RELIED UPON SURVEY SUPPORT REPORT NO. 7910-24-0545 PROVIDED BY ABSTRACT SERVICES OF HOUSTON DATED JANUARY 18, 2024. NO ADDITIONAL RESEARCH FOR EASEMENTS OR ENCUMBRANCES WAS PERFORMED BY KUO & ASSOCIATES, INC.
- BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 86 (1983 ADJUSTMENT) BASED ON THE CONTROL MONUMENTATION PROVIDED TO SURVEYOR. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.99992513. COORDINATES SHOWN ARE GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 1.000074876.
- A SEPARATE METES AND BOUNDS DESCRIPTION DATED 12/06/24 HAS BEEN PREPARED IN ASSOCIATION WITH THIS EXHIBIT.



**BARKER CYPRESS RD.**  
(WIDTH VARIES.)  
F.C. NO. 447131, H.C.M.R.  
H.C.C.F. NO. 20120040231, O.P.R.O.R.P.H.C.

J. RICKETTS SURVEY  
ABSTRACT NO. 671  
RESIDUE OF A  
CALLED 2.13 ACRES  
JOSE ARTURO GARZA &  
NORMA ALICIA GARZA  
H.C.C.F. NO. R191180  
O.P.R.O.R.P.H.C.

RESTRICTED RESERVE "A"  
CAYMAN KAI  
F.C. NO. 678715, H.C.M.R.

HUFFMEISTER RD.  
(WIDTH VARIES)  
VOL. K, PG. 176, H.C.C.C.M.R.  
VOL. 140, PG. 185, H.C.D.R.  
VOL. 145, PG. 165, H.C.D.R.  
VOL. 973, PG. 173, H.C.D.R.  
H.C.C.F. NOS. H546687,  
20120073159, O.P.R.O.R.P.H.C.  
F.C. NO. 447131, H.C.M.R.

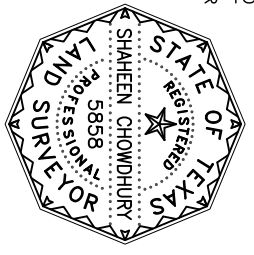
RESTRICTED RESERVE "A"  
CYPRESS POINT LAKE ESTATES,  
SECTION 1  
F.C. NO. 447131, H.C.M.R.

CYPRESS-FAIRBANKS INDEPENDENT  
SCHOOL DISTRICT  
H.C.C.F. NO. T946478, O.P.R.O.R.P.H.C.  
SEPTEMBER 1, 1999

EXHIBIT MAP  
TRACT 37F-61A TCE  
0.0184 ACRE (800 SQ. FT.)  
OUT OF AND A PART OF  
RESTRICTED RESERVE "A",  
BLOCK 1  
CYPRESS POINT LAKE ESTATES,  
SECTION 1

I HEREBY CERTIFY THAT THE PLAT HEREON AND THE ACCOMPANYING LEGAL DESCRIPTION REPRESENT AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION DURING DECEMBER, 2023.

*Shahen Chowdhury*  
SHAHEN CHOWDHURY, R.P.L.S.  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REG. NO. 5858  
shoheen.chowdhury@kuoassociates.com



SHAHEN CHOWDHURY, R.P.L.S.  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REG. NO. 5858  
shoheen.chowdhury@kuoassociates.com

Checked By: SC	Date: 12/06/24	Scale: 1"=60'
Project No: 23095	Drawing Name: 37F-61A TCE	Sheet No. 1 of 1

**KUO & Associates**  
Consulting Engineers & Surveyors  
10300 Westoffice Dr., Suite 800  
Houston, Texas 77042  
Tel: 713-971-5278, Fax: 713-971-0920  
www.kuoassociates.com  
TBPES Engineering Firm Reg. No. F-4578  
TBPES Surveying Firm Reg. No. 10075600

**EXHIBIT C**

**TRACT 37F-61B TCE  
NHCRWA  
TEMPORARY CONSTRUCTION EASEMENT (TCE)**

**METES AND BOUNDS OF  
0.0128 ACRE OF LAND SITUATED IN THE  
J. RICKETTS SURVEY, ABSTRACT NO. 671  
HARRIS COUNTY, TEXAS**

Being a 0.0128 acre (556 square feet) tract of land situated in the J. Ricketts Survey, Abstract No. 671, Harris County, Texas, and being out of and a part of Restricted Reserve 'A', Block 1 of Cypress Point Lake Estates, Section 1, a plat recorded under Film Code No. (F.C. No.) 447131 of the Harris County Map Record (H.C.M.R.), and further being described in a General Warranty Deed dated September 1, 1999 conveyed to Cypress-Fairbanks Independent School District recorded under Harris County Clerk's File Number (H.C.C.F. No.) T946478 of the Official Public Records of Real Property Harris County (O.P.R.O.R.P.H.C.), Texas. Said 0.0128 acre of land being more particularly described by metes and bounds as follows with bearings referenced to the Texas Coordinate System of 1983, South Central Zone:

**COMMENCING** at a point having the Texas State Plane Coordinates of N: 13,924,187.38 & E: 3,019,667.24, from which a found 5/8-inch iron rod, bears North 48° 00' 31" West, a distance of 1.57 feet, for an angle point in the south line of Huffmeister Road (width varies) recorded under Volume K, Page 176 of the Harris County Commissioners Court Minutes Records (H.C.C.C.M.R.), Volume 140, Page 185, Volume 145, Page 165, Volume 973, Page 173 of the Harris County Deed Records (H.C.D.R.), H.C.C.F. Nos. H546687, 20120073159 of the O.P.R.O.R.P.H.C. and F.C. No. 447131 of the H.C.M.R., same being the west corner of a called 0.0227 acre tract conveyed to the County of Harris for road easement recorded under H.C.C.F. No. 20120073159 of the O.P.R.O.R.P.H.C.;

**THENCE**, South 88° 02' 51" East, along the south line of said Huffmeister Road, a distance of 127.75 feet to a point;

**THENCE**, South 01° 57' 09" West, departing the south line of said Huffmeister Road, a distance of 12.68 feet to the **POINT OF BEGINNING** having the Texas State Plane Coordinates of N: 13,924,170.36 & E: 3,019,794.48 for the northeast corner of the herein described parcel;

**THENCE**, South 47° 32' 33" East, a distance of 13.35 feet to a corner of the herein described parcel;

**THENCE**, South 02° 32' 33" East, a distance of 10.76 feet to a corner of the herein described parcel;

**THENCE**, South 88° 39' 32" West, a distance of 30.00 feet to a corner of the herein described parcel;

**THENCE**, North 02° 32' 33" West, a distance of 20.00 feet to a corner of the herein described parcel;

**THENCE**, North 88° 39' 32" East, a distance of 20.56 feet to the **POINT OF BEGINNING, CONTAINING** 0.0128 acre (556 square feet) of land.

NOTES

Distances are surface and may be converted to grid by multiplying by the combined scale factor of 0.99992513. Coordinates are grid and may be converted to surface by multiplying by the combined scale factor of 1.000074876.

A separate Exhibit Map Dated 11/13/24 accompanies this Metes & Bounds Description.

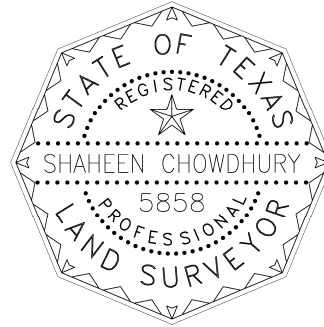
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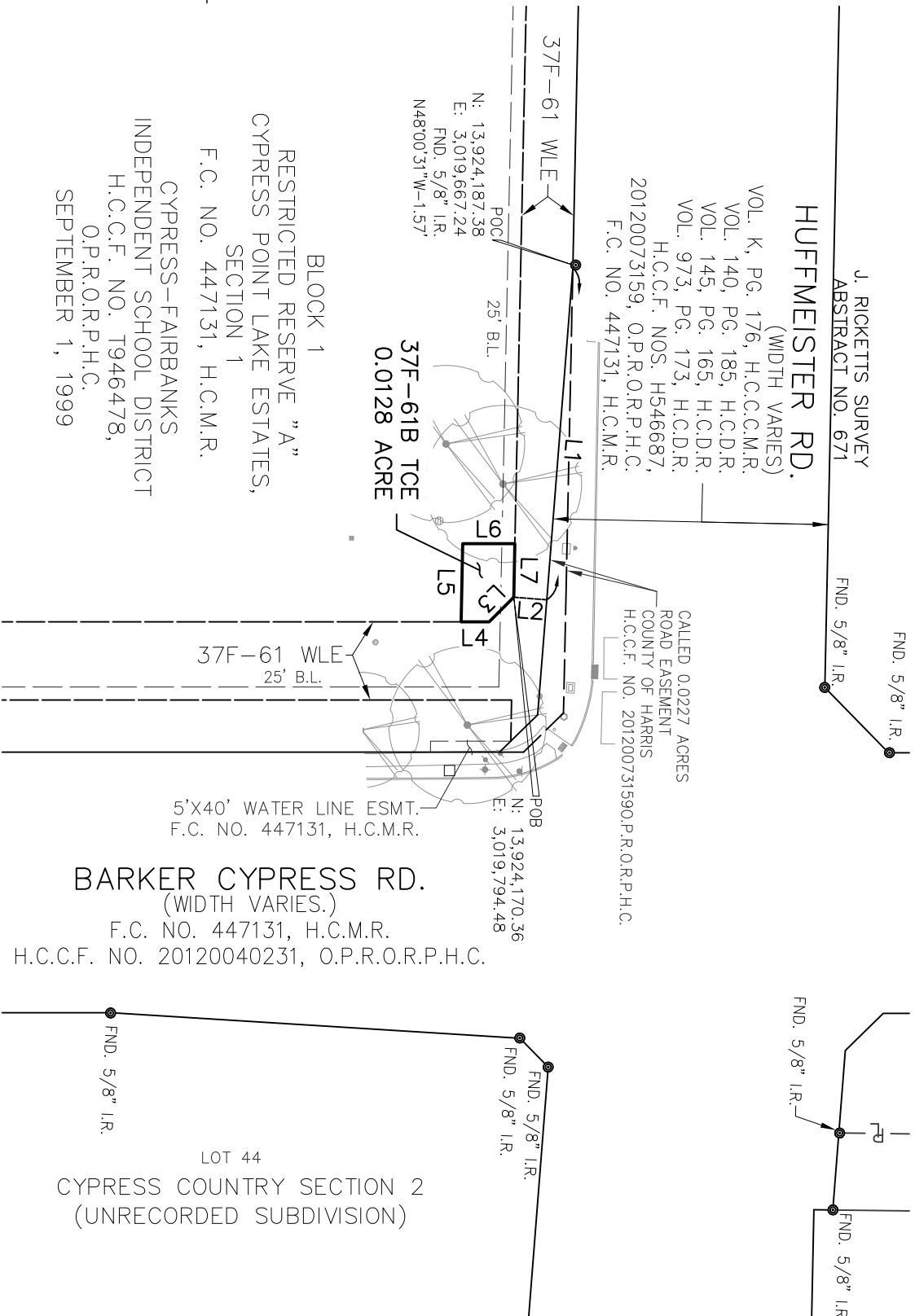
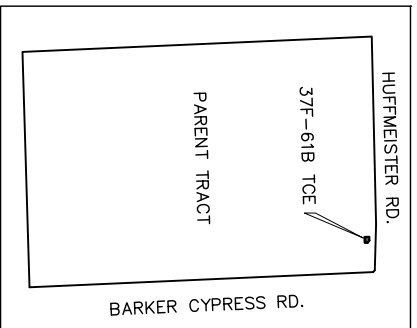
*Shaheen Chowdhury*

Shaheen Chowdhury, R.P.L.S.  
Registered Professional Land Surveyor  
Texas Reg. No. 5858  
Shaheen.Chowdhury@kuoassociates.com

Kuo & Associates, LLC  
10300 Westoffice Drive, Suite 800  
Houston, TX 77042  
Ph.: (713) 975-8769  
TBPLS Firm Registration No. 10075556

Date: 11/13/24





LINE	DIRECTION	LENGTH
L1	S88°02'51"E	127.75'
L2	S01°57'09"W	12.68'
L3	S47°32'33"E	13.35'
L4	S02°32'33"E	10.76'
L5	S88°39'32"W	30.00'
L6	N02°32'33"W	20.00'
L7	N88°39'32"E	20.56'

EXHIBIT MAP  
TRACT 37F-61B TCE  
0.0128 ACRE (556 SQ. FT.)  
OUT OF AND A PART OF  
RESTRICTED RESERVE "A",  
BLOCK 1  
CYPRESS POINT LAKE ESTATES,  
SECTION 1  
F.C. NO. 447131, H.C.M.R.  
J. RICKETTS SURVEY, A-671  
HARRIS COUNTY, TEXAS

CYPRESS POINT LAKE ESTATES,  
SECTION 1  
F.C. NO. 447131, H.C.M.R.

J. RICKETTS SURVEY, A-671  
HARRIS COUNTY, TEXAS



**KUO**  
KUO & Associates  
Consulting Engineers  
& Surveyors  
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TBPES Engineering Firm Reg. No. F-4578  
TBPES Surveying Firm Reg. No. 10075556

Checked By: SC	Date: 11/13/24	Scale: 1"=60'
Project No: 23095	Drawing Name: 37F-61B TCE	Sheet No. 1 of 1

**LEGEND:**

- P- PROPERTY LINE
- FND. MONUMENT

**ABBREVIATIONS**

- A.E.-AERIAL EASEMENT
- AE-ACCESS EASEMENT
- B.L.-BUILDING LINE
- DR-DRIVE
- ESMT-EASEMENT
- FND-FOUND
- F.C. NO.-FILM CODE NUMBER
- H.C.C.F. NO.-HARRIS COUNTY CLERK'S FILE NUMBER
- H.C.C.M.R.-HARRIS COUNTY COMMISSIONERS COURT MINUTES RECORDS
- H.C.D.R.-HARRIS COUNTY DEED RECORDS
- H.C.M.R.-HARRIS COUNTY MAP RECORDS
- I.P.-IRON PIPE
- I.R.-IRON ROD
- O.P.R.O.R.P.H.C.-OFFICIAL PUBLIC RECORDS OF REAL PROPERTY HARRIS COUNTY
- POB-POINT OF BEGINNING
- POC-POINT OF COMMENCING
- R.O.W.-RIGHT OF WAY
- SAN SE-SANITARY SEWER EASEMENT
- SQ. FT.-SQUARE FEET
- STM SE-STORM SEWER EASEMENT
- TCE-TEMPORARY CONSTRUCTION EASEMENT
- UE-UTILITY EASEMENT
- VOL.-VOLUME
- PG.-PAGE
- WLE-WATER LINE EASEMENT

**GENERAL NOTES:**

1. A SURVEYOR RELIED UPON SURVEY SUPPORT REPORT NO. 7910-24-0545 PROVIDED BY ABSTRACT SERVICES OF HOUSTON DATED JANUARY 18, 2024. NO ADDITIONAL RESEARCH FOR EASEMENTS OR ENCUMBRANCES WAS PERFORMED BY KUO & ASSOCIATES, INC.
2. BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 86 (1983 ADJUSTMENT) BASED ON THE CONTROL MONUMENTATION PROVIDED TO SURVEYOR. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.99992513. COORDINATES SHOWN ARE GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 1.000074876.
3. A SEPARATE METES AND BOUNDS DESCRIPTION DATED 11/13/24 HAS BEEN PREPARED IN ASSOCIATION WITH THIS EXHIBIT.

I HEREBY CERTIFY THAT THE PLAT HEREON AND THE ACCOMPANYING LEGAL DESCRIPTION REPRESENT AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION DURING DECEMBER, 2023.

*Shahen Chowdhury*

11/13/24

SHAHEN CHOWDHURY, R.P.L.S.  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REG. NO. 5858  
Shahen.chowdhury@kuoassociates.com



## **ACCESS EASEMENT AGREEMENT**

**ACCESS EASEMENT AGREEMENT**

THE STATE OF TEXAS                    §  
  §        KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF HARRIS                   §

THAT FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas, (being referred to herein as “Grantor,” whether one or more) has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY, unto NORTH HARRIS COUNTY REGIONAL WATER AUTHORITY (the "Authority"), a governmental agency and body politic and corporate situated in Harris County, Texas, and having a mailing address of 3648 Cypress Creek Parkway, Suite 110, Houston, Texas 77068, Attention: General Manager, its successors and assigns, a perpetual, non-exclusive easement for unimpaired ingress and egress (the "Easement") over, upon and across the land depicted on Exhibit A, (the "Easement Area") required in connection with the construction, installation, inspection, maintenance, and repair of the Authority's underground water pipeline and related appurtenances, improvements, and equipment (collectively, the "Line") to be located outside of the Easement Area.

TO HAVE AND TO HOLD the rights, privileges and authority hereby granted unto the Authority, its successors and assigns, forever, and the Grantor does hereby agree to warrant and defend the Easement unto the Authority, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under the Grantor, but not otherwise. This Access Easement Agreement (this "Agreement") and all of its terms, provisions and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon the Grantor and the Authority and their respective successors and assigns.

The Easement is subject to the following terms and conditions:

1. The Easement herein created is not exclusive, and the Grantor hereby expressly reserves the right, for itself and its successors and assigns, without the prior written consent of the Authority, to use the Easement Area in any manner not inconsistent with the terms of this Agreement and/or to grant such other, similar or dissimilar, easements, rights, benefits, rights-of-way and privileges not inconsistent with the terms of this Agreement to such other persons and for such other purposes.

2. The Easement rights granted herein may be exercised by the Authority and its directors, officers, employees, contractors, subcontractors and other agents and consultants.

3. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Grantor that this Agreement shall be strictly limited to and for the purpose herein expressed.

4. The Authority shall repair any damages done to the Easement Area caused by the Authority, its employees, agents, contractors, invitees, and licensees.

5. The Authority agrees that no above ground appurtenances or improvements will be constructed within the Easement area.

6. The Easement shall be subject to all valid and subsisting liens, encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way, and easements of record, including building and zoning ordinances, as well as all laws, regulations, and restrictions by municipal or other governmental authority applicable to and enforceable against the Easement, and all of the Authority's activities hereunder shall be conducted in compliance with all applicable rules and regulations.

The foregoing terms, conditions, and provisions shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns, as applicable, of the Grantor and the Authority. The rights granted to the Authority (and the obligations of the Authority hereunder) may be assigned in whole or in part by the Authority only to a state agency or another political subdivision of the State of Texas for the purpose of constructing, installing, inspecting, maintaining, and repairing the Line.

The Grantor warrants that the Grantor owns the land subject to the Easement in fee simple, that the Grantor has the right, title, and power to convey the rights granted in this Agreement, and that the Grantor shall execute any further assurance of title reasonably requested by the Authority, its successors or assigns.

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. In case any 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.

This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any or all amendments or modifications concerning this Agreement shall be of no force and effect, unless such subsequent amendment or modification is in writing and signed by all of the parties hereto or their successors and assigns.

It shall be conclusively presumed that persons signing on behalf of the Grantor and the Authority have all requisite power and authority to enter into this Agreement. The execution and delivery of this Agreement by the Grantor has been duly authorized by all necessary parties.

This Agreement may be executed in multiple counterpart originals which, when taken together, shall constitute one and the same instrument.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Grantor has hereunto set his hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR**

CYPRESS FAIRBANKS INDEPENDENT SCHOOL DISTRICT, an independent school district and a political subdivision of the State of Texas

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, \_\_\_\_\_ of Cypress Fairbanks Independent School District, an independent school district and a political subdivision of the State of Texas, on behalf of said independent school district and political subdivision.

\_\_\_\_\_  
Notary Public's Signature

(NOTARY SEAL)

**EXHIBIT A**

**TRACT 37F-61 AE  
NHCRWA  
ACCESS EASEMENT (AE)**

**METES AND BOUNDS OF  
0.0158 ACRE OF LAND SITUATED IN THE  
J. RICKETTS SURVEY, ABSTRACT NO. 671  
HARRIS COUNTY, TEXAS**

Being a 0.0158 acre (690 square feet) tract of land situated in the J. Ricketts Survey, Abstract No. 671, Harris County, Texas, and being out of and a part of Restricted Reserve 'A', Block 1 of Cypress Point Lake Estates, Section 1, a plat recorded under Film Code No. (F.C. No.) 447131 of the Harris County Map Record (H.C.M.R.), and further being described in a General Warranty Deed dated September 1, 1999 conveyed to Cypress-Fairbanks Independent School District recorded under Harris County Clerk's File Number (H.C.C.F. No.) T946478 of the Official Public Records of Real Property Harris County (O.P.R.O.R.P.H.C.), Texas. Said 0.0158 acre of land being more particularly described by metes and bounds as follows with bearings referenced to the Texas Coordinate System of 1983, South Central Zone:

**COMMENCING** at a found 5/8-inch iron rod having the Texas State Plane Coordinates of N: 13,922,925.80 & E: 3,019,909.23 on the west Right-of-Way (R.O.W.) line of Barker Cypress Road (100' R.O.W.) recorded under F.C. No. 447131 of the H.C.M.R. and the common northeast corner of Lot 12, Block 1 of Cypress Point Lake Estates Section One, a plat recorded under F.C. No. 447131 of the H.C.M.R. and the southeast corner of said Restricted Reserve "A";

**THENCE**, North 02° 32' 33" West, along the west R.O.W. line of said Barker Cypress Road, a distance of 457.97 feet to a set 'X' cut on concrete for the **POINT OF BEGINNING** having the Texas State Plane Coordinates of N: 13,923,383.28 & E: 3,019,888.92 at the southeast corner of the herein described parcel;

**THENCE**, North 71° 59' 11" West, departing the west R.O.W. line of said Barker Cypress Road, a distance of 21.36 feet to a 5/8-inch iron rod with cap stamped 'KUO' set for the southwest corner of the herein described parcel;

**THENCE**, North 02° 32' 33" West, a distance of 27.00 feet to a 5/8-inch iron rod with cap stamped 'KUO' set for the northwest corner of the herein described parcel;

**THENCE**, North 66° 54' 06" East, a distance of 21.36 feet to set 'X' cut on concrete for the northeast corner of the herein described parcel, same also being the west R.O.W. line of said Barker Cypress Road;

**THENCE**, South 02° 32' 33" East, along the west R.O.W. line of said Barker Cypress Road, a distance of 42.00 feet to the **POINT OF BEGINNING, CONTAINING** 0.0158 acre (690 square feet) of land.

NOTES

Distances are surface and may be converted to grid by multiplying by the combined scale factor of 0.99992513. Coordinates are grid and may be converted to surface by multiplying by the combined scale factor of 1.000074876.

A separate Exhibit Map Dated 12/06/24 accompanies this Metes & Bounds Description.

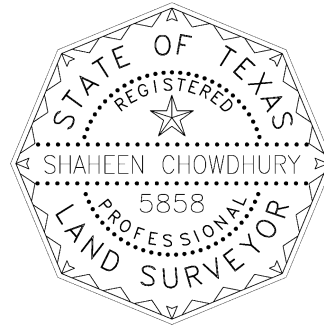
Compiled By:

Shaheen Chowdhury

Shaheen Chowdhury, R.P.L.S.  
Registered Professional Land Surveyor  
Texas Reg. No. 5858  
Shaheen.Chowdhury@kuoassociates.com

Kuo & Associates, LLC  
10300 Westoffice Drive, Suite 800  
Houston, TX 77042  
Ph.: (713) 975-8769  
TBPLS Firm Registration No. 10075600

Date: 12/06/24

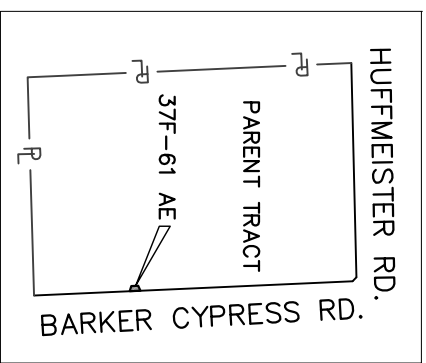
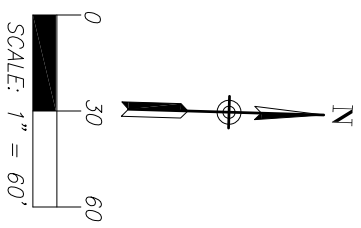
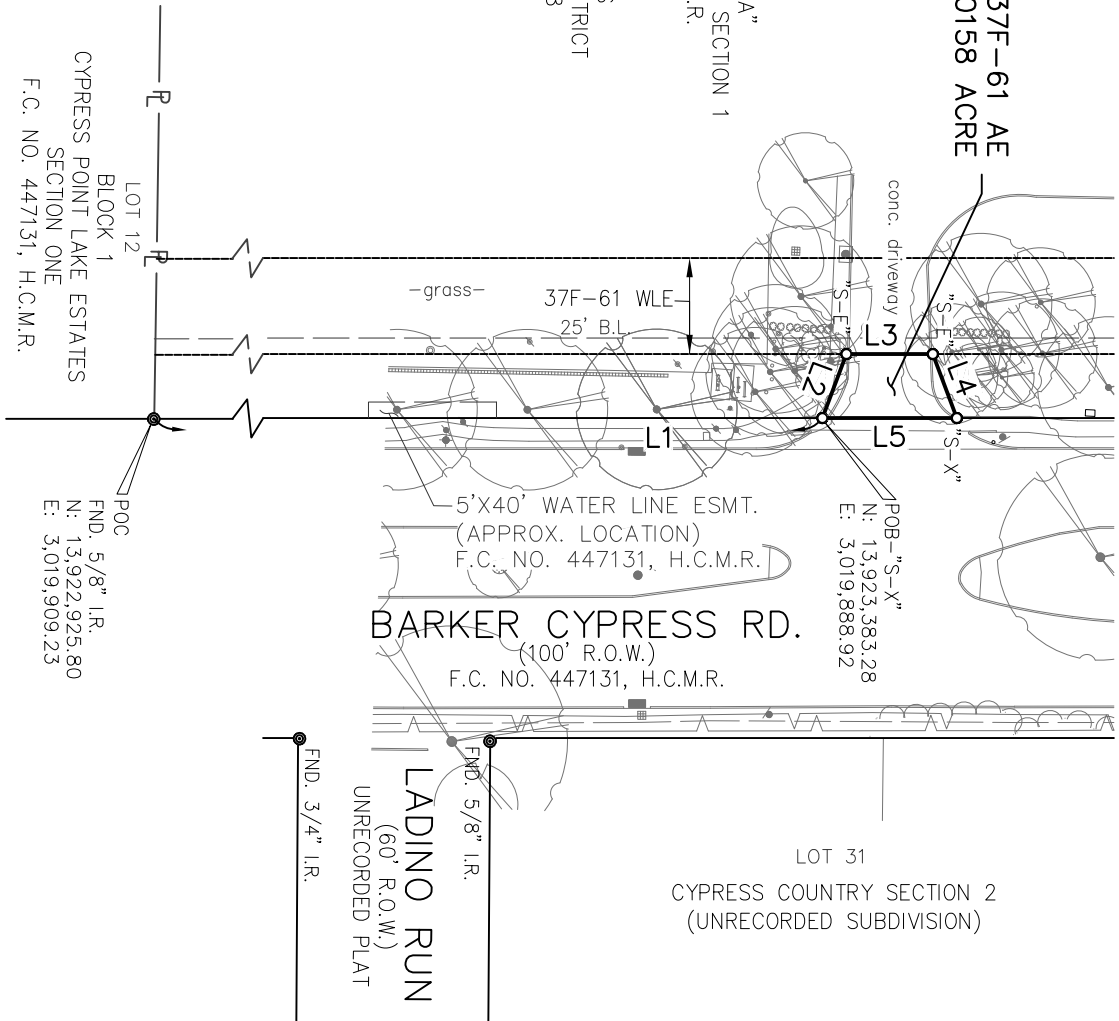


J. RICKETTS SURVEY  
ABSTRACT NO. 671

37F-61 AE  
0.0158 ACRE

BLOCK 1  
RESTRICTED RESERVE "A"  
CYPRESS POINT LAKE ESTATES, SECTION 1  
F.C. NO. 447131, H.C.M.R.

CYPRESS-FAIRBANKS  
INDEPENDENT SCHOOL DISTRICT  
H.C.C.F. NO. T946478  
SEPTEMBER 1, 1999



- LEGEND:**
- P- PROPERTY LINE
  - FND. MONUMENT
  - SET MONUMENT
- ABBREVIATIONS**
- AE--AERIAL EASEMENT
  - AE--ACCESS EASEMENT
  - B.L.--BUILDING LINE
  - DR.--DRIVE
  - ESMT--EASEMENT
  - FND--FOUND
  - F.C. NO.--FILM CODE NUMBER
  - H.C.C.F. NO.--HARRIS COUNTY CLERK'S FILE NUMBER
  - H.C.D.R.--HARRIS COUNTY DEED RECORDS
  - H.C.M.R.--HARRIS COUNTY MAP RECORDS
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  - I.P.--IRON PIPE
  - I.R.--IRON ROD
  - O.P.R.O.R.P.H.C.--OFFICIAL PUBLIC RECORDS OF REAL PROPERTY HARRIS COUNTY
  - POB--POINT OF BEGINNING
  - POC--POINT OF COMMENCING
  - R.O.W.--RIGHT OF WAY
  - SAN SE--SANITARY SEWER EASEMENT
  - "S-E"--SET 5/8" I.R. W/KUO CAP
  - "S-MAG"--SET MAG NAIL
  - "S-X"--SET 'X' CUT ON CONCRETE
  - SO. FT.--SQUARE FEET
  - STM SE--STORM SEWER EASEMENT
  - TC--TEMPORARY CONSTRUCTION EASEMENT
  - UE--UTILITY EASEMENT
  - VOL.--VOLUME
  - PG--PAGE
  - WLE--WATER LINE EASEMENT
- GENERAL NOTES:**
1. A SURVEYOR RELIED UPON SURVEY SUPPORT REPORT NO. 7910-24-0545 PROVIDED BY ABSTRACT SERVICES OF HOUSTON DATED JANUARY 18, 2024. NO ADDITIONAL RESEARCH FOR EASEMENTS OR ENCUMBRANCES WAS PERFORMED BY KUO & ASSOCIATES, INC.
  2. BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 86 (1983 ADJUSTMENT) BASED ON THE CONTROL MONUMENTATION PROVIDED TO SURVEYOR. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.99992513. COORDINATES SHOWN ARE GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 1.000074876.
  3. A SEPARATE METES AND BOUNDS DESCRIPTION DATED 12/06/24 HAS BEEN PREPARED IN ASSOCIATION WITH THIS EXHIBIT.

I HEREBY CERTIFY THAT THE PLAT HEREON AND THE ACCOMPANYING LEGAL DESCRIPTION REPRESENT AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION DURING DECEMBER, 2023.

*Shahen Chowdhury*  
12/06/24

SHAHEN CHOWDHURY, R.P.L.S.  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REG. NO. 5858  
Shahen.chowdhury@kuoassociates.com



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N02°32'33"W	457.97'
L2	N71°59'11"W	21.36'
L3	N02°32'33"W	27.00'
L4	N66°54'06"E	21.36'
L5	S02°32'33"E	42.00'

10300 Westoffice Dr., Suite 800  
Houston, Texas 77042  
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**KUO**  
Associates  
Consulting Engineers & Surveyors  
www.kuoassociates.com

TBPELS Engineering Firm Reg. No. F-4578  
TBPELS Surveying Firm Reg. No. 10075600

Checked By: SC Date: 12/06/24 Scale: 1"=60'  
Project No: 23095 Drawing Name: 37F-61 AE Sheet No. 1 of 1

EXHIBIT MAP  
TRACT 37F-61 AE  
0.0158 ACRE (690 SQ. FT.)  
OUT OF AND A PART OF  
RESTRICTED RESERVE "A",  
BLOCK 1  
CYPRESS POINT LAKE ESTATES,  
SECTION 1  
F.C. NO. 447131, H.C.M.R.  
J. RICKETTS SURVEY, A-671  
HARRIS COUNTY, TEXAS

## **APPRAISAL REPORT**



**Valbridge**  
PROPERTY ADVISORS

## Appraisal Report

Tracts 37F-61 WLE, 37F-61A TCE, 37F-61B TCE, and 37F-61 AE  
17333 Huffmeister Road  
Cypress, Harris County, Texas 77429

Report Date March 4, 2025



FOR:

North Harris County Regional Water Authority  
c/o Husch Blackwell  
Ms. Kate David  
600 Travis Street, Suite 2350  
Houston, Texas 77002

### **Valbridge Property Advisors**

974 Campbell Road, Suite 204  
Houston, Texas 77024  
(713) 467-5858 phone  
(713) 467-0704 fax  
[valbridge.com](http://valbridge.com)

Valbridge File Number:  
TX02-24-0090-045



974 Campbell Road, Suite 204  
Houston, Texas 77024  
(713) 467-5858 phone  
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valbridge.com

March 4, 2025

North Harris County Regional Water Authority  
c/o Husch Blackwell  
Ms. Kate David  
600 Travis Street, Suite 2350  
Houston, Texas 77002

RE: Appraisal Report  
Tracts 37F-61 WLE, 37F-61A TCE, 37F-61B TCE, and 37F-61 AE  
17333 Huffmeister Road  
Cypress, Harris County, Texas 77429

Dear Ms. David:

In accordance with your request, we have performed an appraisal of the above referenced property. This appraisal report sets forth the pertinent data gathered, the techniques employed, and the reasoning leading to our value opinions. This letter of transmittal is not valid if separated from the appraisal report.

The subject property, as referenced above, is located at the southwest corner of Huffmeister Road and Barker Cypress Road and is further identified as Assessor's Parcel Number (APN) 1210080010015. The subject whole property is a 24.9773-acre or 1,088,011-square-foot tract. North Harris County Regional Water Authority is seeking to acquire a portion of the subject property for a water transmission line project consisting of a water line easement (WLE), and access easement (AE), and two temporary construction easements (TCE).

We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The client in this assignment is Husch Blackwell. The intended users of this report are PAS Property Acquisition Services, LLC, Husch Blackwell, and North Harris County Regional Water Authority (NHCRWA) and no others. The intended use is for the acquisition of a portion of the property for the NHCRWA project. The value opinions reported herein are subject to the definitions, assumptions and limiting conditions, and certification contained in this report.

The acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith are subject to the General Assumptions and Limiting Conditions contained in the report. The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions listed in this report which might have affected the assignment results.

Based on the analysis contained in the following report, our value conclusion of involving the subject acquisition is summarized as follows:

<b>Compensation Summary</b>	
Partial Acquisition	\$269,596
Partial Acquisition - Temporary Construction Easement	\$1,627
Damages (Remainder Before less Remainder After)	\$0
Cost to Cure	\$0
<b>Total Compensation</b>	<b>\$271,223</b>

Respectfully submitted,

Valbridge Property Advisors



Jason Mushinski, MAI  
Senior Managing Director  
Texas License #TX-1335986-G  
[jmushinski@valbridge.com](mailto:jmushinski@valbridge.com)



Erin Pechal, MAI  
Senior Appraiser  
Texas License #TX-1338809-G  
[epechal@valbridge.com](mailto:epechal@valbridge.com)

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# Summary of Salient Facts

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## Property Identification

Project Name	NHCRWA 37F
Parcel Number	Tracts 37F-61 WLE, 37F-61A TCE, 37F-61B TCE, and 37F-61 AE
Property Address	17333 Huffmeister Road Cypress, Harris County, Texas, 77429
Tax Parcel Number	1210080010015
Property Owner	Cypress-Fairbanks Independent School District

## Site

Zoning	Not Zoned	
FEMA Flood Map No.	48201C0410M	
Flood Zone	Zone X (unshaded)	
Whole Property	24.9773 acres	1,088,011 sf
Part Acquired		
37F-61 WLE	1.1292 acres	49,190 sf
37F-61 AE	0.0158 acres	690 sf
Total	1.1451 acres	49,880 sf
Remainder After Tract		
Unencumbered	23.8323 acres	1,038,131 sf
Encumbered (Part Acquired - WLE)	1.1292 acres	49,190 sf
Encumbered (Part Acquired - AE)	0.0158 acres	690 sf
Total	24.9773 acres	1,088,011 sf
Temporary Construction Easement		
37F-61A TCE	0.0184 acres	800 sf
37F-61B TCE	0.0128 acres	556 sf

## Valuation Opinions

Highest and Best Use - As Vacant	School site
Reasonable Exposure Time	12 months

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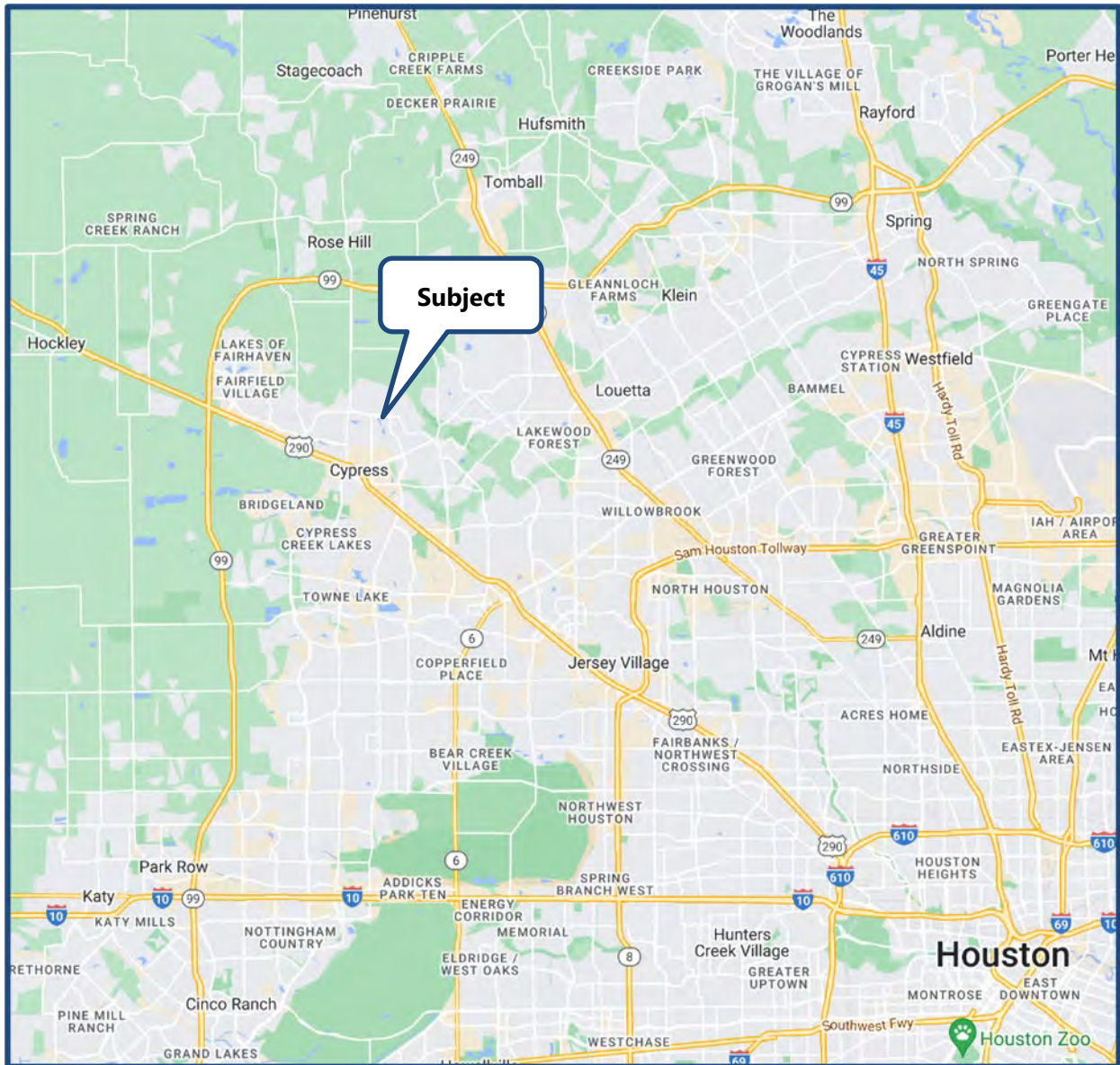
**Final Opinion of Market Values**

Value Opinion	Land Area		Unit Value		% of Fee		Value
<b>Value Whole Property</b>							
Land Area	1,088,011 SF	x	\$6.00 PSF	x	100%	=	\$6,528,066
Improvements							\$1,900
<b>Total</b>							<b>\$6,529,966</b>
<b>Part to Be Acquired</b>							
37F-61 WLE	49,190 SF	x	\$6.00 PSF	x	90%	=	\$265,626
37F-61 AE	690 SF	x	\$6.00 PSF	x	50%	=	\$2,070
Improvements							\$1,900
<b>Total</b>							<b>\$269,596</b>
<b>Remainder Before</b>							
Whole Property							\$6,529,966
Less: Part Acquired							-\$269,596
<b>Total</b>							<b>\$6,260,370</b>
<b>Remainder After</b>							
Land Area	1,038,131 SF	x	\$6.00 PSF	x	100%	=	\$6,228,786
Encumbered (Part Acquired - WLE)	49,190 SF	x	\$6.00 PSF	x	10%	=	\$29,514
Encumbered (Part Acquired - AE)	690 SF	x	\$6.00 PSF	x	50%	=	\$2,070
Improvements							\$0
<b>Total</b>							<b>\$6,260,370</b>
<b>Temporary Construction Easement (TCE)</b>							
					Annual RoR		
37D-28A TCE for 2 year(s)	800 SF	x	\$6.00 PSF	x	10%	=	\$960
37D-28B TCE for 2 year(s)	556 SF	x	\$6.00 PSF	x	10%	=	\$667
Improvements							\$0
<b>Total</b>							<b>\$1,627</b>
<b>Compensation Summary</b>							
Partial Acquisition							\$269,596
Partial Acquisition - Temporary Construction Easement							\$1,627
Damages (Remainder Before less Remainder After)							\$0
Cost to Cure							\$0
<b>Total Compensation</b>							<b>\$271,223</b>

# Aerial View



# Location Map



# Introduction

---

## Client and Intended Users of the Appraisal

The client in this assignment is Husch Blackwell. The intended users of this report are PAS Property Acquisition Services, LLC, Husch Blackwell, and North Harris County Regional Water Authority (NHCRWA) and no others.

## Intended Use of the Appraisal

The intended use of this report is for the acquisition of a portion of the subject whole property for the North Harris County Regional Water Authority water transmission line project.

## Real Estate Identification

The subject whole property is located at the southwest corner of Huffmeister Road and Barker Cypress Road with a physical address of 17333 Huffmeister Road, Cypress, Harris County, Texas 77429. The subject property is further identified by Assessor Parcel Number 1210080010015.

## Legal Description

### Whole Property

Being a 24.9773-acre tract of land situated in the J. Ricketts Survey, Abstract No. 671, Harris County, Texas, and being Restricted Reserve 'A', Block 1 of Cypress Point Lake Estates, Section 1, a plat recorded under Film Code No. (F.C. No.) 447131 of the Harris County Map Record (H.C.M.R.), and further being described in a General Warranty Deed dated September 1, 1999 conveyed to Cypress- Fairbanks Independent School District recorded under Harris County Clerk's File Number (H.C.C.F. No.) T946478 of the Official Public Records of Real Property Harris County (O.P.R.O.R.P.H.C.), Texas.

### Tract 37F-61 WLE

Being a 1.129 acre (49,190 square feet) tract of land situated in the J. Ricketts Survey, Abstract No. 671, Harris County, Texas, and being out of and a part of Restricted Reserve 'A', Block 1 of Cypress Point Lake Estates, Section 1, a plat recorded under Film Code No. (F.C. No.) 447131 of the Harris County Map Record (H.C.M.R.), and further being described in a General Warranty Deed dated September 1, 1999 conveyed to Cypress- Fairbanks Independent School District recorded under Harris County Clerk's File Number (H.C.C.F. No.) T946478 of the Official Public Records of Real Property Harris County (O.P.R.O.R.P.H.C.), Texas.

### Tract 37F-61 AE

Being a 0.0158 acre (690 square feet) tract of land situated in the J. Ricketts Survey, Abstract No. 671, Harris County, Texas, and being out of and a part of Restricted Reserve 'A', Block 1 of Cypress Point Lake Estates, Section 1, a plat recorded under Film Code No. (F.C. No.) 447131 of the Harris County Map Record (H.C.M.R.), and further being described in a General Warranty Deed dated September 1, 1999 conveyed to Cypress-Fairbanks Independent School District recorded under Harris County Clerk's File Number (H.C.C.F. No.) T946478 of the Official Public Records of Real Property Harris County (O.P.R.O.R.P.H.C.), Texas.

### Tract 37F-61A TCE

Being a 0.0184 acre (800 square feet) tract of land situated in the J. Ricketts Survey, Abstract No. 671, Harris County, Texas, and being out of and a part of Restricted Reserve 'A', Block 1 of Cypress Point Lake Estates, Section 1, a plat recorded under Film Code No. (F.C. No.) 447131 of the Harris County Map Record (H.C.M.R.), and further being described in a General Warranty Deed dated September 1, 1999 conveyed to Cypress-Fairbanks Independent School District recorded under Harris County Clerk's File Number (H.C.C.F. No.) T946478 of the Official Public Records of Real Property Harris County (O.P.R.O.R.P.H.C.), Texas.

### Tract 37F-61B TCE

Being a 0.0128 acre (556 square feet) tract of land situated in the J. Ricketts Survey, Abstract No. 671, Harris County, Texas, and being out of and a part of Restricted Reserve 'A', Block 1 of Cypress Point Lake Estates, Section 1, a plat recorded under Film Code No. (F.C. No.) 447131 of the Harris County Map Record (H.C.M.R.), and further being described in a General Warranty Deed dated September 1, 1999 conveyed to Cypress-Fairbanks Independent School District recorded under Harris County Clerk's File Number (H.C.C.F. No.) T946478 of the Official Public Records of Real Property Harris County (O.P.R.O.R.P.H.C.), Texas.

### Use of Real Estate as of the Effective Date of Value

As of the effective date of value, the subject is a tract of land improved with a school campus and supporting site improvements.

### Use of Real Estate as Reflected in this Appraisal

The subject is a tract of land improved with a school campus and supporting site improvements. The main improvements are not impacted and are not valued in this report. The tract is being appraised as effectively vacant land.

### Ownership of the Property

According to the provided survey and public records, title to the subject property is vested in Cypress-Fairbanks Independent School District.

### History of the Property

Ownership of the subject property has not changed within the past three years. To the appraiser's knowledge, the subject is not currently listed for sale or under contract for sale.

When appropriate, we have considered and analyzed the known history of the subject in the development of our opinions and conclusions.

### Type and Definition of Value

We developed opinions of value for the subject property under the following scenarios:

- Market value of the whole property
- Market value of the partial acquisition
- Any change in value to the subject as a result of the acquisition

"Market value," as used herein, is defined by the court case of City of Austin vs. Cannizzo, et al, 267 S.W. 2d 808, 815 (1954), which defines market value as follows:

...the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future.

The market value estimate set forth herein is stated in terms of cash or financing terms equivalent to cash.

Easement is defined as "The right to use another's land for a stated purpose." (*The Dictionary of Real Estate Appraisal, 7th Edition, Copyright 2022, by the Appraisal Institute, Page 58.*)

Please refer to the Glossary in the Addenda section for additional definitions of terms used in this report.

### Valuation Scenarios, Property Rights Appraised, and Effective Dates of Value

We have appraised the fee simple interest of the subject whole property, an easement acquisition of 1.1292 acres or 49,190 square feet for a water line easement, and an easement acquisition of 0.0158 acres or 690 square feet for an access easement. In addition, a total of 0.0312 acres or 1,356 square feet will be utilized for two temporary construction easements for use with the NHCRWA project.

We completed an appraisal inspection of the subject property on February 10, 2025.

### Date of Report

The date of this report is March 4, 2025, which is the same as the date of the letter of transmittal.

### Assumptions and Conditions of the Appraisal

The acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith are subject to the General Assumptions and Limiting Conditions contained in the report. The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions which might have affected the assignment results:

#### Extraordinary Assumptions

- None

#### Hypothetical Conditions

- None

### Jurisdictional Exception

In this analysis the appraiser has invoked the Jurisdictional Exception Rule. The Jurisdictional Exception Rule provides for severability preserving the balance of the Uniform Standards of Professional Appraisal Practice (USPAP). If one or more parts of USPAP are "contrary to the law or public policy of any jurisdiction, only that part shall be void and of no force or effect in that jurisdiction." According to USPAP, "A law means a body of rules with binding legal force established by controlling

governmental authority.” This includes federal and state constitutions, legislative and court made law, administrative rules, regulations and ordinances.

The appraisal of the whole property considered all factors willing, knowledgeable buyers and sellers would consider in negotiating the purchase price of the property, except the influence of the proposed water line improvements, as required by Standards Rule 1-4(f). This exception was made under the Jurisdictional Exception provision of the USPAP.

It is the appraisers’ understanding that enhancement caused by the public project is not to be considered as a matter of law. In addition, the appraisal of the remainder considered all factors willing, knowledgeable buyers and sellers would consider in negotiating the purchase of the property including the use to which the Part to be Acquired is to be put and the effects of the condemnation, but excluding the effects of all non-compensable elements. Such exclusion is permitted under the Jurisdictional Exception provision of USPAP. Furthermore, the appraisal of the remainder assumed that the proposed water line improvements were complete as of the effective date of valuation. This assumption is also permissible under the Jurisdictional Exception of USPAP.

## Scope of Work

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The elements addressed in the Scope of Work are (1) the extent to which the subject property is identified, (2) the extent to which the subject property is inspected, (3) the type and extent of data researched, (4) the type and extent of analysis applied, (5) the type of appraisal report prepared, and (6) the inclusion or exclusion of items of non-realty in the development of the value opinion. These items are discussed below.

The scope of this appraisal is concerned with developing an appraisal report to form an opinion of the market value of the subject property under the following scenarios.

1. As-is market value of the fee simple estate of the whole property
2. Market value of part to be acquired out of the whole property
3. Damages and/or cost to cure
4. Total compensation based on market value
5. Temporary construction easement

### Extent to Which the Property Was Identified

The three components of the property identification are summarized as follows:

- Legal Characteristics - The subject was legally identified via survey and public records.
- Economic Characteristics - Economic characteristics of the subject property were identified via information provided by the client, discussions with market participants, and our database, as well as a comparison to properties with similar locational and physical characteristics.
- Physical Characteristics - The subject was physically identified via survey, Google Earth imagery, and an appraisal inspection that consisted of exterior observations.

### Extent to Which the Property Was Inspected

The property owner was contacted for the opportunity of a joint inspection of the subject, as well as requesting property data. An independent site visit was permitted and was made on February 10, 2025.

### Type and Extent of Data Researched

We researched and analyzed: 1) market area data, 2) property-specific market data, 3) zoning and land-use data, and 4) current data on comparable listings, sales, and rentals in the competitive market area. We also interviewed people familiar with the subject market/property type.

### Type and Extent of Analysis Applied (Valuation Methodology)

We observed surrounding land use trends, the condition of any improvements, demand for the subject property, and relevant legal limitations in concluding a highest and best use. We then valued the subject based on that highest and best use conclusion.

Appraisers develop an opinion of property value with specific appraisal procedures that reflect three distinct methods of data analysis: the cost approach, sales comparison approach, and income capitalization approach. One or more of these approaches are used in all estimations of value.

- Cost Approach - In the cost approach, the value indication reflects the sum of current depreciated replacement or reproduction cost, land value, and an appropriate entrepreneurial incentive or profit.
- Sales Comparison Approach - In the sales comparison approach, value is indicated by recent sales and/or listings of comparable properties in the market, with the appraiser analyzing the impact of material differences in both economic and physical elements between the subject and the comparables.
- Income Capitalization Approach - In the income capitalization approach, value is indicated by the capitalization of anticipated future income. There are two types of capitalization: direct capitalization and yield capitalization, more commonly known as discounted cash flow (DCF) analysis.

All of these approaches to value were considered. We assessed the availability of data and applicability of each approach to value within the context of the characteristics of the subject property and the needs and requirements of the client.

The subject whole property is a 24.9773-acre tract of land improved with a school campus and supporting site improvements. The main improvements are not impacted and are not valued in this report.

Information provided by the client indicates construction of the water line will include trenchless and open cut construction. Portions of fencing and some drainage improvements will be impacted by open cut construction. Based on information provided by the client, all impacted fencing and drainage improvements will be replaced by the contractor. As such, the impact to these items is not compensated in this report. The football field, light poles located on the football field, and all driveways and signage, are within trenchless construction areas and will not be impacted. One tree located along the south line of Huffmeister Road in the northwestern portion of the subject tract will need to be removed during construction. No other trees or landscaping will be impacted.

The subject whole property is being appraised as effectively vacant land. The sales comparison approach will be utilized to value the underlying land. A limited cost approach is utilized to value the impacted landscaping.

The appraisers reserve the right to reconsider the opinions expressed in this report based upon any additional data which may be provided or discovered in the future. With the foregoing in mind, the reader is invited to review the following report that sets forth the data and reasoning leading to the opinion of value of the property under appraisal.

### Appraisal Conformity and Report Type

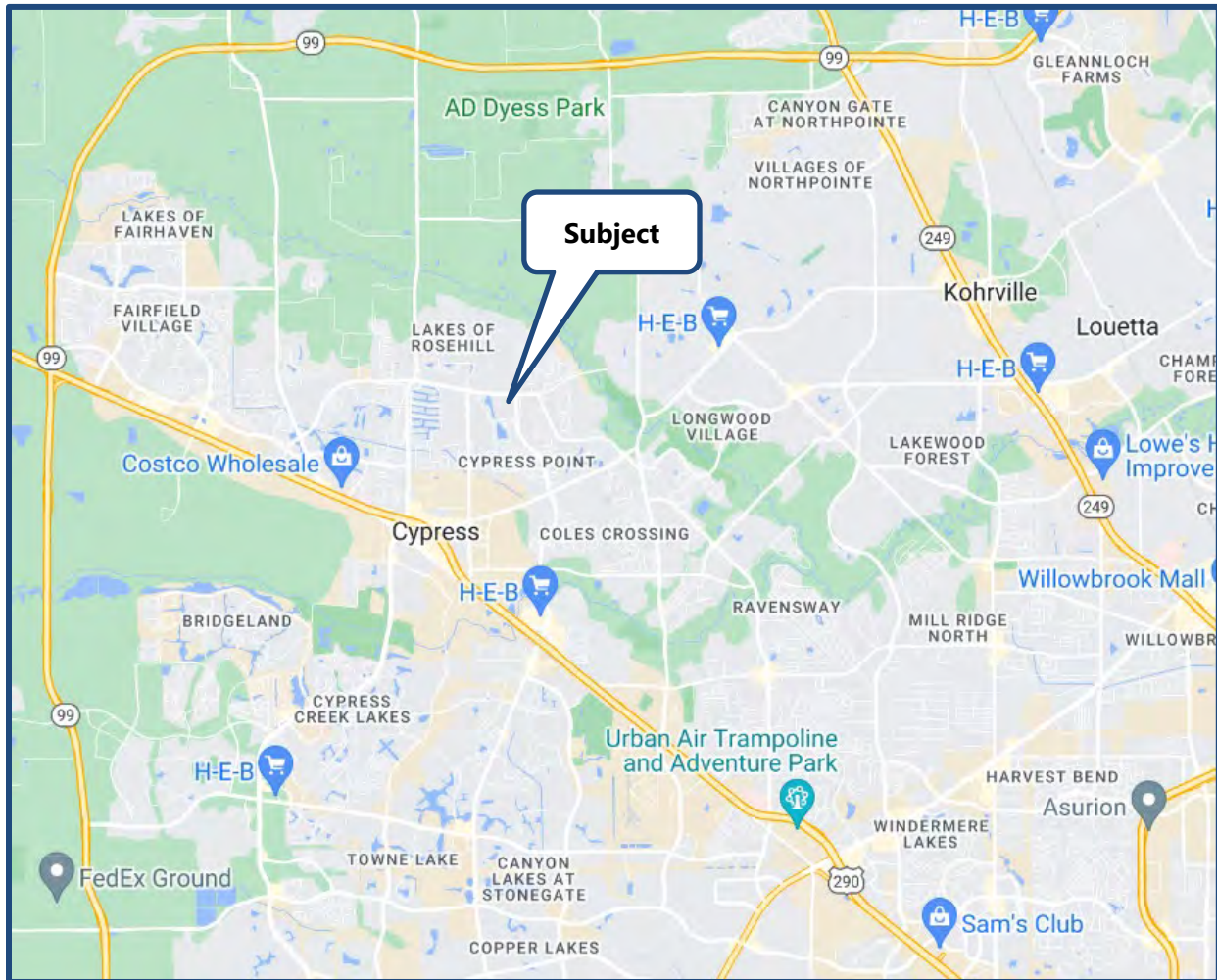
We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of our client as we understand them. This is an Appraisal Report as defined by the Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2a.

### Personal Property/FF&E

All furniture, fixtures, and equipment (FF&E) or any other personal property has been excluded from our analysis. The opinion of market value developed herein is reflective of real estate only.

# Neighborhood Analysis

**NEIGHBORHOOD MAP**



## Overview

The subject is located in northwest Harris County.

## Neighborhood Location and Boundaries

The subject neighborhood is located in the northwest section of the Greater Houston Area. The area is suburban in nature. The neighborhood is bounded by Grand Parkway (State Highway 99) to the north and west, State Highway 249 to the east, and FM 1960/Cypress Creek Parkway and West Road to the south.

## Demographics

The following table depicts the area demographics within a one, three, and five-mile radius from a central location in the neighborhood, the intersection of U.S. Highway 290 and Spring Cypress Road. Population and median household have shown growth over the past five years and are expected to continue this trend. This income is significantly higher than the Houston average.

### Neighborhood Demographics

Radius (Miles)	1 Mile	3 Mile	5 Mile
<b>Population Summary</b>			
2020 Population	5,793	75,499	184,168
2024 Population Estimate	6,328	80,725	199,278
2029 Population Projection	6,571	82,233	207,466
Average Annual % Change (2024 - 2029)	0.8%	0.4%	0.8%
<b>Housing Unit Summary</b>			
2020 Housing Units	2,319	25,005	61,151
% Owner Occupied	59.1%	78.5%	79.4%
% Renter Occupied	34.2%	17.9%	17.2%
% Vacant	5.8%	3.4%	3.5%
2024 Housing Units	2,543	26,849	66,796
% Owner Occupied	67.0%	78.0%	80.1%
% Renter Occupied	26.7%	18.2%	15.6%
% Vacant	6.3%	3.8%	4.3%
2029 Housing Units	2,663	27,441	69,703
% Owner Occupied	67.4%	78.1%	79.8%
% Renter Occupied	26.7%	18.5%	16.5%
% Vacant	5.9%	3.5%	3.8%
Average Annual % Change (2024 - 2029)	0.9%	0.4%	0.9%
<b>Income Summary</b>			
2024 Median Household Income Estimate	\$108,148	\$117,159	\$120,011
2029 Median Household Income Projection	\$121,397	\$133,676	\$137,018
Average Annual % Change	2.5%	2.8%	2.8%
2024 Per Capita Income Estimate	\$49,787	\$48,916	\$50,201
2029 Per Capita Income Projection	\$56,548	\$55,847	\$57,418
Average Annual % Change	2.7%	2.8%	2.9%

Source: ESRI (ArcGIS)

(Lat: 29.971691, Lon: -95.69437)

### Transportation Access

U.S. Highway 290, State Highway 249, and Grand Parkway are the primary thoroughfares providing access to the neighborhood. U.S. Highway 290 runs in a northwest/southeast direction and bisects the subject neighborhood. This highway connects the neighborhood to the City of Houston to the southeast and to Waller to the northwest. The cities of Cypress and Jersey Village, both Northwest Houston suburbs, are located along Highway 290. Further, the neighborhoods of Fairfield and Bridgeland are located north and south, respectively, of the 290 corridor.

State Highway 249 makes up the eastern boundary of the subject neighborhood and extends from the Sam Houston Parkway in a northwest direction through the City of Tomball, located just north of the subject neighborhood.

The Grand Parkway is a 180 plus mile circumferential toll road encircling the Greater Houston metro and is located within seven counties. The project has been shown on governmental planning

documents since the early 1960's. The section of the Grand Parkway that bounds the subject neighborhood to the north, reaching from Highway 290 to Highway 59, north of Kingwood, was completed in March 2016 and provides access to and from the subject neighborhood. The portion of the Grand Parkway extending to the south reaches Highway 59 near Richmond.

Additional thoroughfares providing major access to the subject neighborhood include West Road, Tuckerton Road, Telge Road, Barker Cypress Road, Fry Road, Huffmeister Road, Grant Road, Cypress North Houston Road, Louetta Road, Spring Cypress Road, Cypress Rosehill Road, Mueschke Road, and Cypresswood Drive, among others.

### Neighborhood Land Use

The predominant development throughout the neighborhood is single-family residential. The area started out as a bedroom community to the city of Houston. As Houston continued to grow, the popularity of the neighborhood as a residential sector of the Houston MSA also increased. The area is improved with a significant number of residential subdivisions and planned unit developments.

Master Planned Developments include Fairfield, Bridgeland, Towne Lake, Canyon Lake West, Stone Creek Ranch, Black Horse Ranch, and NorthPointe. The developments of Riata Ranch and Coles Crossing are both master planned developments that are established and completed projects no longer offering lots to builders.

Conventional subdivisions located within the subject neighborhood being considered active developments include, but are not limited to: The Park at Arbordale, Cypress Trails, Cypress Creek Lakes, Fairhaven Estates, Lakes of Fairhaven, Oakcrest, Villages of Northpointe West, Park Creek, Stablewood Estates, The Springs at Stablewood, Stablewood Reserve, Lakewood Place, Cypress Landings, Riata West, Grant Meadows, Treeline, Cypress Park, Westgate, Ashford Place, and Dunham Point. Other single-family residential subdivisions are located within the subject neighborhood, which are considered to be well established and developed within the last 15 years.

Multi-family residential uses include such uses as: apartment complex developments, townhome developments, adult living facilities, and assisted living communities. A number of such uses are situated throughout the subject neighborhood.

The primary commercial development in the area is along, and at the intersections of the primary thoroughfares. Retail is present along many of the major corridors including Highway 290, Highway 249, and FM 1960/Cypress Creek Parkway. A majority of the commercial development is retail oriented, and the area is attractive for this type of development due to the large traffic flow on these thoroughfares, as well as the surrounding residential areas.

Major retail centers include the Cole's Crossing Shopping Center, located at the southeast corner of Barker Cypress Road and U.S. Highway 290. The center is anchored by Randall's grocery store with fuel station and numerous inline retail spaces with national and regional tenants. An HEB anchored retail center is located at the northeast corner, with numerous developed pad sites, including a Chase and Willie's Grill and Icehouse. A number of hotel, restaurant, and free standing retail buildings are also located in this area.

Retail in Fairfield includes a Kroger Marketplace retail center, located at the intersection of U.S. Highway 290 and Mason Road in Fairfield. Fairfield Town Center, located just north of Mason Road, includes an HEB, Academy, Marshall's, Cinemark, and others, along with numerous pad sites along the access road. Houston Premium Outlets is also located along U.S. Highway 290 frontage road in Fairfield. The Outlet mall includes 145 designer and name-brand outlet stores.

There are several anchored retail centers on F.M. 1960 just north of U.S. Highway 290. These retail centers are anchored by a Wal-Mart Superstore, Target and Home Depot, among others. F.M. 1960 is generally a commercial corridor in the area that is densely developed with many other commercial properties, including restaurants and other shopping venues.

Five (5) major medical centers and hospitals are located in the subject neighborhood; Cypress Fairbanks Medical Center Hospital, located along FM 1960; HAS Medical Center, located along U.S. Highway 290; Methodist Willowbrook Hospital and St. Luke's Hospital at The Vintage, located along State Highway 249; and Tomball Regional Medical Center, located just east of State Highway 249 at Medical Complex Drive. Memorial Hermann Hospital is located along US Highway 290 in Fairfield while Methodist Cypress Campus is under construction near Skinner Road.

Office and industrial properties are also located throughout the market area. Overall, Bridgeland and Fairfield market segments are generating the most growth as the areas further south are mostly built out.

## Conclusions

The neighborhood is considered to be in a stable phase, while new growth can be seen in the area, primarily the northwest portion of the neighborhood. US Highway 290 and State Highway 249 both provide good access to all parts of Houston. Predominant development is single family residential with residential support services available in abundance along the major thoroughfares in the area. This is a typical suburban area in the northwest of Houston with surrounding properties being in a generally good condition.

## Site Description

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The following description is based on our appraisal inspection of the subject, assessor records, aerials, and information provided by the client.

### AERIAL – SUBJECT WHOLE PROPERTY



The characteristics of the site are summarized as follows:

#### Site Characteristics

Location:	Southwest corner of Huffmeister Road and Barker Cypress Road
Land Area:	24.9773 Acres or 1,088,011 SF
Shape:	Generally rectangular
Topography:	Level
Drainage:	Assumed adequate
Grade:	At street grade
Utilities:	Public utilities
Interior or Corner:	Corner
Signalized Intersection:	Yes

## Site Ratings

Access:	Good
Visibility:	Good

## Flood Zone Data

Flood Map Panel/Number:	48201C0410M
Flood Map Date:	10-16-2013
Flood Zone:	Zone X (unshaded)
Site Area in Flood:	0%

Zones B, C, and X are the flood insurance rate zones that correspond to areas outside the 1-percent annual chance floodplain, areas of 1-percent annual chance sheet flow flooding where average depths are less than 1 foot, areas of 1-percent annual chance stream flooding where the contributing drainage area is less than 1 square mile, or areas protected from the 1-percent annual chance flood by levees. No Base Flood Elevations or depths are shown within this zone. Insurance purchase is not required in these zones.

It should be noted we are not qualified to render an opinion regarding the subject site's flood plain status. It is recommended that a registered professional survey or other means be employed to determine the subject property's flood plain status. A copy of the flood plain map follows.

## Other Site Conditions

Soil Type:	Assumed adequate
Environmental Issues:	No detrimental environmental conditions that would adversely affect value are known to exist. Please see the general assumptions and limiting conditions.
Easements/Encroachments:	Typical utility easements
Restrictions	Restricted to School Site Use Only; General Restrictive Matters set for Cypress Point Lakes Estates

## Adjacent Land Uses

North:	Huffmeister Road / Industrial
South:	Single family residential
East:	Barker Cypress Road / Single family residential
West:	Single family residential

## Zoning Designation

Zoning Classification:	Not Zoned
Zoning Comments:	The subject property is within Harris County, which does not utilize zoning as a form of land use control.

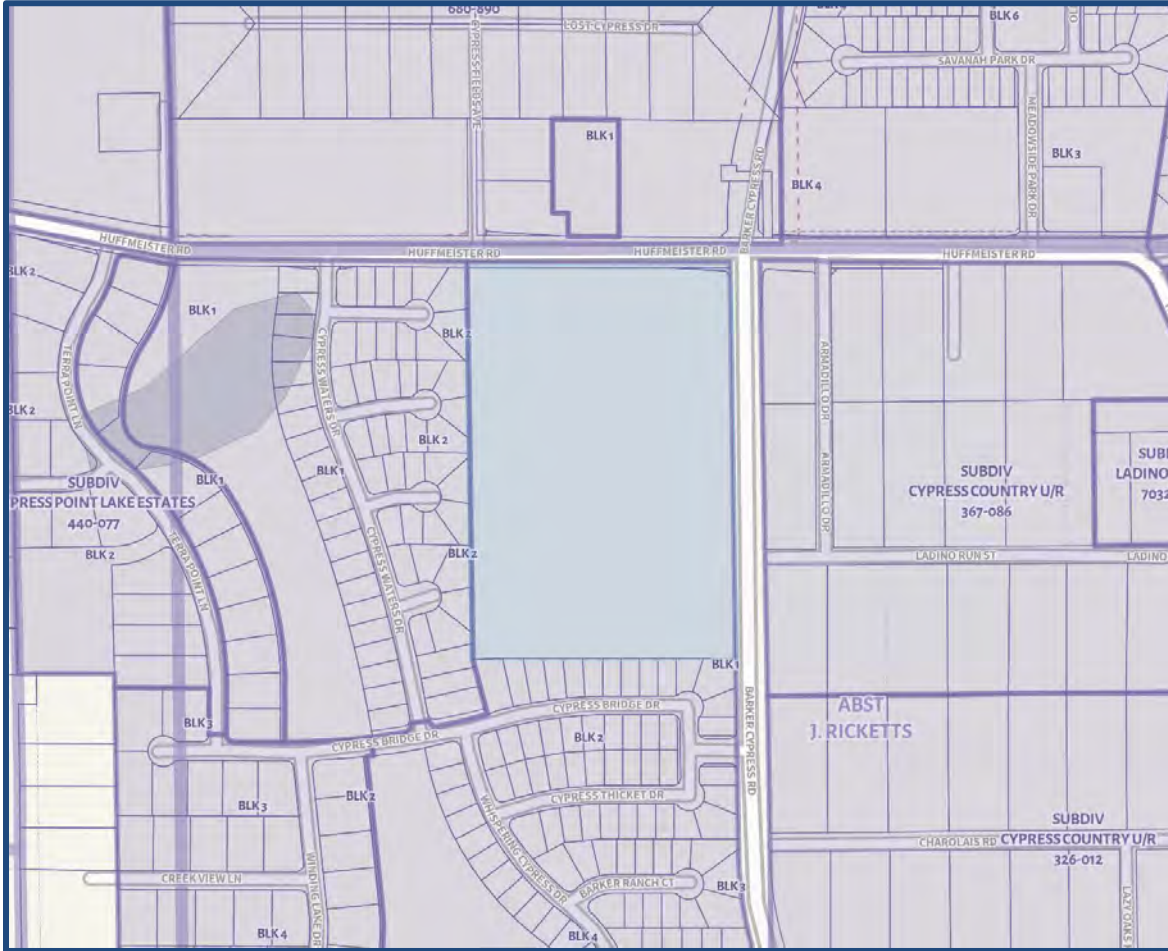
### Analysis/Comments on Site

The whole property is a rectangular shaped tract located at the southwest corner of Huffmeister Road and Barker Cypress Road. The intersection is lighted and each of these roads are primary throughfares within the subject neighborhood.

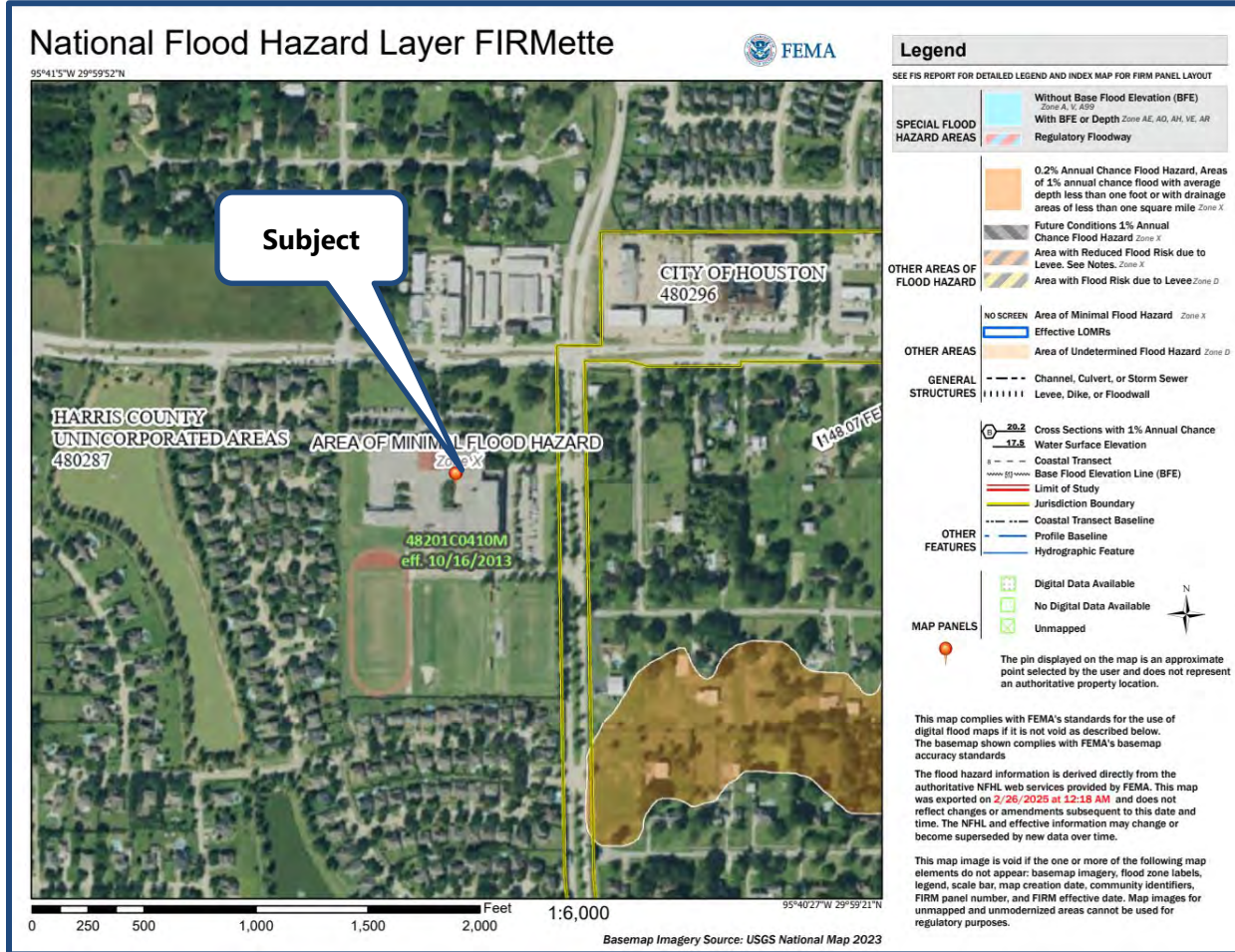
Immediate surrounding uses consists primarily of residential development with commercial uses along Huffmeister Road.

The site is within the Cypress Point Lakes Estates subdivision and is restricted to a school use.

**TAX/PLAT MAP**



**FLOOD MAP**

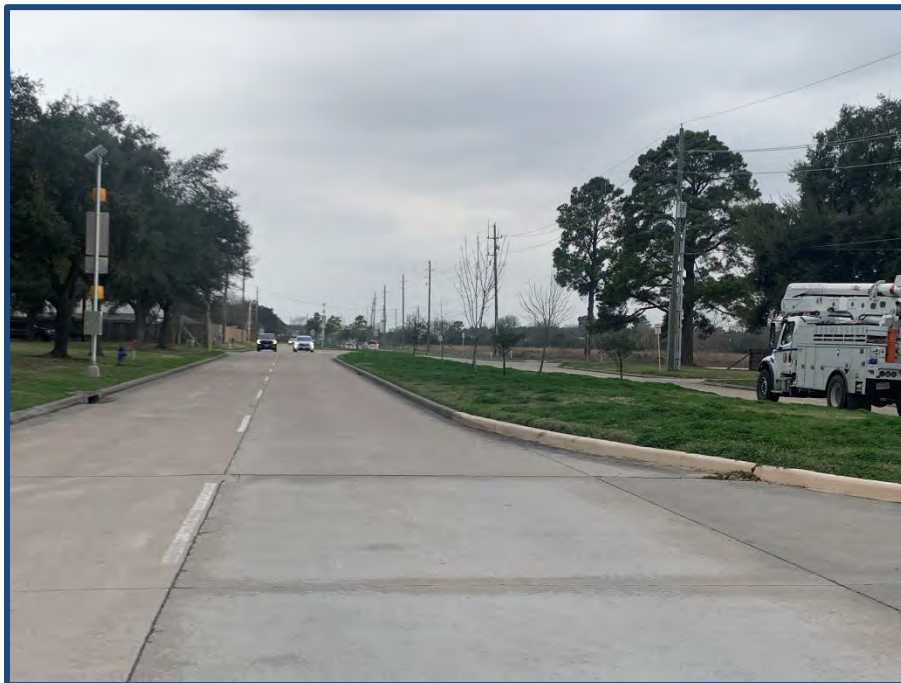


## Subject Photos

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View of subject facing main improvements (not impacted)



View of frontage along Huffmeister Road facing west  
Subject on left



View of acquisition area facing west from entrance to subject along Huffmeister Road



View of acquisition area facing east from entrance to subject along Huffmeister Road



View of north entrance to subject from Barker Cypress Road



View of acquisition area facing north from north entrance to subject property



View of acquisition area facing south from north entrance to subject property



View of acquisition area facing north from south entrance to subject property



View of frontage along Barker Cypress Road facing south from south entrance to subject  
Subject on right



View of acquisition area facing south from south entrance to subject property

# Assessment and Tax Data

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## Assessment Methodology

The assessed value for the subject property is determined by the Harris Central Appraisal District.

## Assessed Values and Property Taxes

The subject property is a school site and is tax exempt.

# Highest and Best Use

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The Highest and Best Use of a property is the use that is legally permissible, physically possible, and financially feasible which results in the highest value. An opinion of the highest and best use results from consideration of the criteria noted above under the market conditions or likely conditions as of the effective date of value. Determination of highest and best use results from the judgment and analytical skills of the appraiser. It represents an opinion, not a fact. In appraisal practice, the concept of highest and best use represents the premise upon which value is based.

## Analysis of Highest and Best Use - As If Vacant

In determining the highest and best use of the property as if vacant, we examine the following criteria: 1) legal permissibility, 2) physical possibility, 3) financial feasibility, and 4) maximum productivity.

### Legally Permissible

The subject is located within an unincorporated area of Harris County. The county does not adhere to a comprehensive zoning ordinance, and the subject is not zoned for any particular use.

The tract includes typical utility easements which are not detrimental to development. The tract is restricted to school use.

### Physically Possible

The physical attributes allow for a number of potential uses. Elements such as size, shape, availability of utilities, known hazards (flood, environmental, etc.), and other potential influences are described in the Site Description and have been considered. There are no items of a physical nature that would materially limit appropriate and likely development.

The physical characteristics of the site support a variety of uses. Given the subject's size and location along multiple primary thoroughfares, a school site would be physically possible.

The acquisition is located along the east and north property lines of the tract. The shape and location of the subject acquisition is such that it cannot be considered an economic unit. As such, its highest and best use would be in conjunction with the development of the whole property.

### Financially Feasible

In determining which uses are legally permissible and physically possible, an appraiser eliminates some uses from consideration. Then the uses that meet the first two criteria are analyzed further. If the uses are income-producing, the analysis will study which are likely to produce an income, or return equal to or greater than the amount needed to satisfy operating expenses, financial obligations, and capital amortization. All uses that are expected to produce a positive return are regarded as financially feasible.

The site is located in a suburban area which predominantly includes residential development. A school site within or near residential development is financially feasible.

Maximally Productive

Among the financially feasible uses, the use that results in the highest value (the maximally productive use) is the highest and best use. Considering these factors, the maximally productive use as though vacant is for a school site.

Conclusion of Highest and Best Use As If Vacant

The conclusion of the highest and best use as if vacant is for a school site.

# Land Valuation

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## Methodology

Site Value is most often estimated using the sales comparison approach. This approach develops an indication of market value by analyzing closed sales, listings, or pending sales of properties similar to the subject, focusing on the difference between the subject and the comparables using all appropriate elements of comparison. This approach is based on the principles of supply and demand, balance, externalities, and substitution, or the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership.

## Unit of Comparison

The unit of comparison depends on land use economics and how buyers and sellers use the property. The units of comparison in this analysis are price per square foot.

## Elements of Comparison

Elements of comparison are the characteristics or attributes of properties and transactions that cause the prices of real estate to vary. The primary elements of comparison considered in sales comparison analysis are as follows: (1) property rights conveyed, (2) financing terms, (3) conditions of sale, (4) expenditures made immediately after purchase, (5) market conditions, (6) location, and (7) physical characteristics.

## Comparable Sales Data

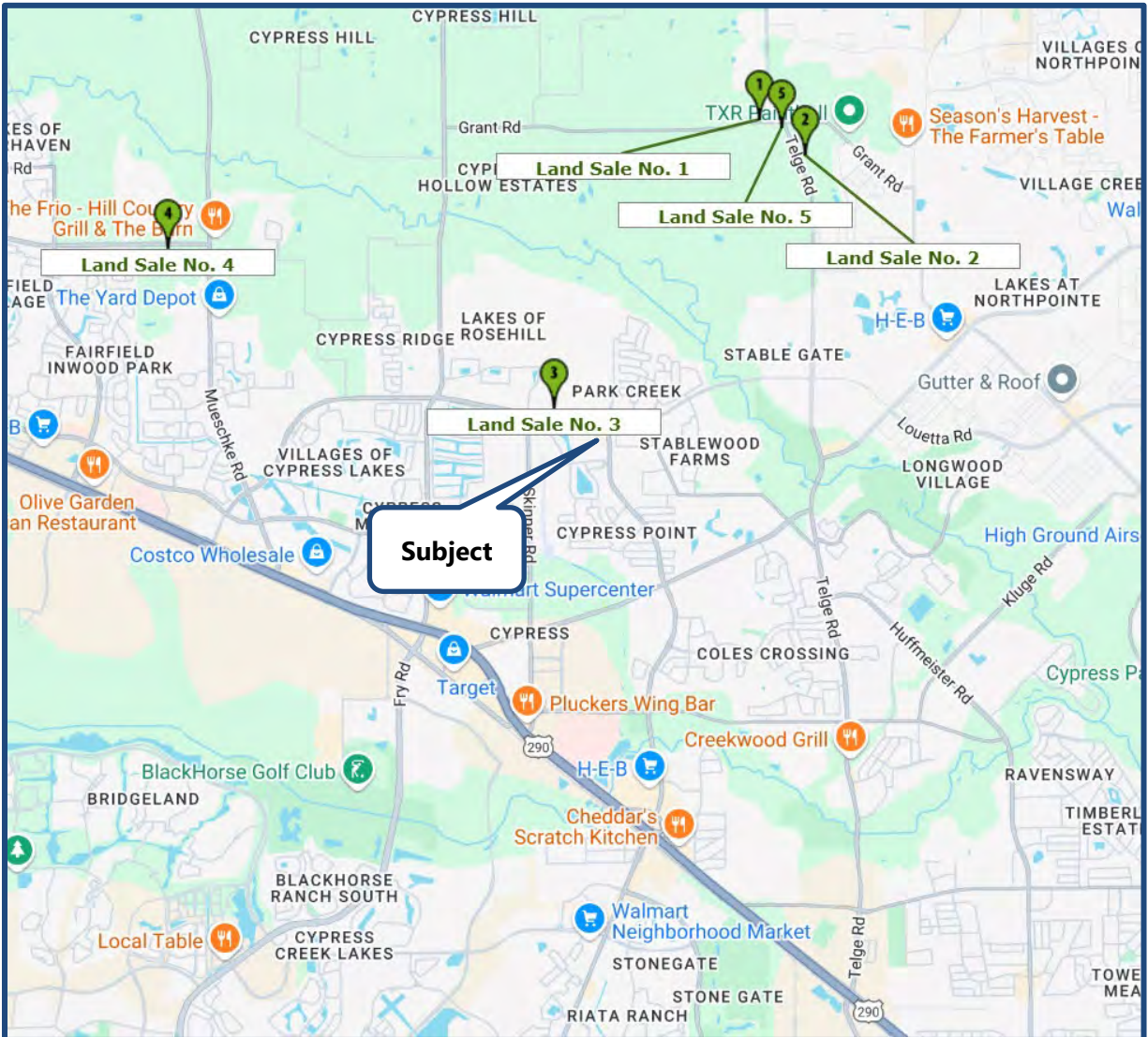
To obtain and verify comparable sales of vacant land properties, we conducted a search of public records, field surveys, interviews with knowledgeable real estate professionals in the area, and a review of our internal database.

To best value the subject property, we searched for sales of unrestricted tracts that are available for a similar use as the subject. We included five sales in our analysis, as these sales were judged to be the most comparable to develop an indication of market value for the subject property.

The following is a table summarizing each sale comparable and a map illustrating the location of each in relation to the subject. Details of each comparable follow the location map.

**Land Sales Summary**

Comp. No.	Date of Sale	Gross Acres	Gross Sq. Ft.	Location	Sale Price Actual	Per Sq. Ft.
1	11/8/2024	24.7090	1,076,324	North line of Grant Road, just west of Telge Road	\$4,200,000	\$3.90
2	7/16/2024	9.9890	435,121	17034 Telge Road	\$1,550,000	\$3.56
3	4/19/2024	10.7078	466,432	17210 Huffmeister Road	\$3,265,024	\$7.00
4	12/20/2022	25.1320	1,094,750	South line of Schiel Road, west of Mueschke road	\$6,130,600	\$5.60
5	10/6/2022	50.2900	2,190,632	Southwest corner of Grant Road and Telge Road	\$9,176,531	\$4.19

**COMPARABLE SALES MAP**


## LAND COMPARABLE 1

### Property Identification

<b>Address</b>	North line of Grant Road, just west of Telge Road
<b>City County State Zip</b>	Cypress, Harris County, Texas 77429
<b>MSA</b>	Houston
<b>Tax ID</b>	0480970000010, 0480970000014, 0480970000015
<b>VPA Property/Sale ID</b>	11488187/1785284

### Transaction Data

<b>Sale Status</b>	Closed
<b>Sale Date</b>	11/8/2024
<b>Grantor/Seller</b>	Greg D. Denault and spouse, Tami L. Denault
<b>Grantee/Buyer</b>	Gregory L. Miller, Trustee of the Gregory Lloyd Miller GST Exempt Trust, et al
<b>Recording Number</b>	RP-2024-417759
<b>Property Rights</b>	Fee Simple
<b>Financing</b>	Cash to Seller
<b>Conditions of Sale</b>	Typical
<b>Sales Price</b>	\$4,200,000
<b>Post-Sale Exp. Adj.</b>	\$100,000
<b>Adjusted Sales Price</b>	\$4,300,000

### Adjusted Sales Price Indicators

<b>Price per Gross Acre</b>	\$174,026
<b>Price per Gross SF</b>	\$4.00
<b>Price per Usable Acre</b>	\$174,026
<b>Price per Usable SF</b>	\$4.00
<b>Price per Front Foot</b>	\$4,548.34



### Property Description

<b>Proposed Use</b>	Investment
<b>Gross Land Area</b>	24.7090 Acres/1,076,324 SF
<b>Usable Land Area</b>	24.7090 Acres/1,076,324 SF
<b>Frontage Feet</b>	945
<b>Visibility</b>	Average
<b>Corner/Interior</b>	Mid-Block
<b>Shape</b>	Primarily rectangular
<b>Topography</b>	Level
<b>Utilities</b>	Private utilities
<b>Drainage</b>	Assumed adequate
<b>Flood Hazard Zone</b>	Zone X (unshaded)
<b>Zoning Code</b>	Not Zoned

### Remarks

This property included a single-family residence and agricultural improvements at the time of sale. However, the broker indicated the tract was sold for land value only. A cost of \$100,000 has been added to account for demolition of the improvements. The buyer purchased as an investment with no plans for development at this time.

## LAND COMPARABLE 2

### Property Identification

<b>Address</b>	17034 Telge Road
<b>City County State Zip</b>	Cypress, Harris County, Texas 77429
<b>MSA</b>	Houston
<b>Tax ID</b>	0420610000063, 0420610000048
<b>VPA Property/Sale ID</b>	11479018/1779181

### Transaction Data

<b>Sale Status</b>	Closed
<b>Sale Date</b>	7/16/2024
<b>Grantor/Seller</b>	Kevin Ross Watts, Independent Executor of the Estate of William Herbert Watts, Deceased
<b>Grantee/Buyer</b>	LAP LUA, LLC
<b>Recording Number</b>	RP-2024-256680
<b>Property Rights</b>	Fee Simple
<b>Financing</b>	Cash to Seller
<b>Conditions of Sale</b>	Typical
<b>Days on Market</b>	54
<b>Sales Price</b>	\$1,550,000
<b>Post-Sale Exp. Adj.</b>	\$0
<b>Non-Realty Items Adj.</b>	\$0
<b>Adjusted Sales Price</b>	\$1,550,000

### Adjusted Sales Price Indicators

<b>Price per Gross Acre</b>	\$155,171
<b>Price per Gross SF</b>	\$3.56
<b>Price per Usable Acre</b>	\$155,171
<b>Price per Usable SF</b>	\$3.56
<b>Price per Front Foot</b>	\$4,454.66



### Property Description

<b>Gross Land Area</b>	9.9890 Acres/435,121 SF
<b>Usable Land Area</b>	9.9890 Acres/435,121 SF
<b>Frontage Feet</b>	348
<b>Visibility</b>	Average
<b>Corner/Interior</b>	Mid-Block
<b>Shape</b>	Rectangular
<b>Topography</b>	Level
<b>Utilities</b>	Private utilities
<b>Drainage</b>	Assumed adequate
<b>Flood Hazard Zone</b>	Zone AE
<b>Zoning Code</b>	Not Zoned

### Remarks

Buyer purchased as an investment and intends to develop with an unknown use in the future. The tract was improved with horse stalls and was leased to a stable operator. The buyer will continue the lease for 1 year to offset holding costs while determining what they want to develop. A water well and septic are located on the property, but development to a higher density will likely require additional services.

## LAND COMPARABLE 3

### Property Identification

<b>Address</b>	17210 Huffmeister Road
<b>City County State Zip</b>	Cypress, Harris County, Texas 77429
<b>MSA</b>	Houston
<b>Tax ID</b>	0110370000008
<b>VPA Property/Sale ID</b>	11453739/1762326

### Transaction Data

<b>Sale Status</b>	Closed
<b>Sale Date</b>	4/19/2024
<b>Grantor/Seller</b>	JLI 17210 Huffmeister SPE, LLC
<b>Grantee/Buyer</b>	Luxelocker Storage Fund, LP
<b>Recording Number</b>	RP-2024-140903
<b>Property Rights</b>	Fee Simple
<b>Financing</b>	Cash to Seller
<b>Conditions of Sale</b>	Typical
<b>Days on Market</b>	415
<b>Sales Price</b>	\$3,265,024
<b>Post-Sale Exp. Adj.</b>	\$10,000
<b>Adjusted Sales Price</b>	\$3,275,024

### Adjusted Sales Price Indicators

<b>Price per Gross Acre</b>	\$305,854
<b>Price per Gross SF</b>	\$7.02
<b>Price per Usable Acre</b>	\$305,854
<b>Price per Usable SF</b>	\$7.02
<b>Price per Front Foot</b>	\$8,660.19



### Property Description

<b>Gross Land Area</b>	10.7078 Acres/466,432 SF
<b>Usable Land Area</b>	10.7078 Acres/466,432 SF
<b>Frontage Feet</b>	378
<b>Water/Port Access</b>	No
<b>Visibility</b>	Average
<b>Corner/Interior</b>	Mid-Block
<b>Shape</b>	Rectangular
<b>Topography</b>	Level
<b>Utilities</b>	Public utilities available
<b>Drainage</b>	Assumed adequate
<b>Flood Hazard Zone</b>	Zone X (unshaded)
<b>Zoning Code</b>	Not Zoned

### Remarks

The property included an old residence at the time of sale. The improvements contributed no value as the tract was purchased for development. Demolition costs have been estimated at \$10,000 (rounded). The listing broker purchased the tract 16 months prior for \$1.9 million (\$4.07/sf). He said the sales price of the most recent transaction was high, he expected to get \$5.50-\$6.00/sf, but the buyers were out of state, and they wanted this tract. The tract did not have public utilities as of listing, but the buyers were able to secure connection during the due diligence phase.

## LAND COMPARABLE 4

### Property Identification

<b>Address</b>	South line of Schiel Road, west of Mueschke road
<b>City County State Zip</b>	Cypress, Harris County, Texas 77433
<b>MSA</b>	Houston
<b>Tax ID</b>	0472000000007
<b>VPA Property/Sale ID</b>	11478856/1779061

### Transaction Data

<b>Sale Status</b>	Closed
<b>Sale Date</b>	12/20/2022
<b>Grantor/Seller</b>	Salli Foushee
<b>Grantee/Buyer</b>	AHV Schiel BFR Owner, LLC
<b>Recording Number</b>	RP-2022-596619
<b>Property Rights</b>	Fee Simple
<b>Financing</b>	Cash to Seller
<b>Conditions of Sale</b>	Assemblage

<b>Days on Market</b>	206
<b>Sales Price</b>	\$6,130,600
<b>Adjusted Sales Price</b>	\$6,130,600

### Adjusted Sales Price Indicators

<b>Price per Gross Acre</b>	\$243,936
<b>Price per Gross SF</b>	\$5.60
<b>Price per Usable Acre</b>	\$243,936
<b>Price per Usable SF</b>	\$5.60
<b>Price per Front Foot</b>	\$6,846.70



### Property Description

<b>Proposed Use</b>	BTR development
<b>Gross Land Area</b>	25.1320 Acres/1,094,750 SF
<b>Usable Land Area</b>	25.1320 Acres/1,094,750 SF
<b>Frontage Feet</b>	895
<b>Visibility</b>	Average
<b>Corner/Interior</b>	Mid-Block
<b>Shape</b>	Rectangular
<b>Topography</b>	Level
<b>Utilities</b>	None at time of sale
<b>Drainage</b>	Assumed adequate
<b>Flood Hazard Zone</b>	Zone X (unshaded)
<b>Zoning Code</b>	Not Zoned

### Remarks

Vacant tract purchased for the development of a build to rent community. The buyer purchased the 19.378 acres adjacent to the south for an unknown amount. This tract provided access to and frontage along Schiel Road. The tract was not in a MUD district at the time of sale.

## LAND COMPARABLE 5

### Property Identification

<b>Address</b>	Southwest corner of Grant Road and Telge Road
<b>City County State Zip</b>	Cypress, Harris County, Texas 77429
<b>MSA</b>	Houston
<b>Tax ID</b>	1423610010050, 0420610000038, 0420610000025, etc
<b>VPA Property/Sale ID</b>	11475340/1776633

### Transaction Data

<b>Sale Status</b>	Closed
<b>Sale Date</b>	10/6/2022
<b>Grantor/Seller</b>	Lawrence Borgstedt, et al
<b>Grantee/Buyer</b>	Weekley Homes, LLC
<b>Recording Number</b>	RP-2022-498759, RP-2022-498760

<b>Property Rights</b>	Fee Simple
<b>Financing</b>	Cash to Seller
<b>Conditions of Sale</b>	Typical
<b>Sales Price</b>	\$9,176,531
<b>Adjusted Sales Price</b>	\$9,176,531

### Adjusted Sales Price Indicators

<b>Price per Gross Acre</b>	\$182,472
<b>Price per Gross SF</b>	\$4.19



### Property Description

<b>Proposed Use</b>	Residential Development
<b>Gross Land Area</b>	50.2900 Acres/2,190,632 SF
<b>Usable Land Area</b>	50.2900 Acres/2,190,632 SF
<b>Visibility</b>	Average
<b>Corner/Interior</b>	Corner
<b>Shape</b>	Irregular
<b>Topography</b>	Level
<b>Utilities</b>	Public utilities available
<b>Drainage</b>	Assumed adequate
<b>Flood Hazard Zone</b>	Zone X (unshaded)
<b>Zoning Code</b>	Not Zoned

### Remarks

Weekley Homes purchased this 50.29-acre tract to develop a build-to-rent community. They were able to get annexed into MUD 5 for public utilities. The corner, approximately 10 acres, was sold subsequently for commercial development for an undisclosed price.

## Land Sales Comparison Analysis

When necessary, adjustments were made for differences in various elements of comparison, including property rights conveyed, financing terms, conditions of sale, expenditures made immediately after purchase, market conditions, location, and other physical characteristics. If the element in comparison is considered superior to that of the subject, we applied a negative adjustment. Conversely, a positive adjustment was applied if inferior. A summary of the elements of comparison follows.

### Transaction Adjustments

Transaction adjustments include 1) real property rights conveyed, 2) financing terms, 3) conditions of sale, and 4) expenditures made immediately after purchase. These items, which are applied prior to the market conditions and property adjustments, are discussed as follows:

### Real Property Rights Conveyed

Real property rights conveyed influence sale prices and must be considered when analyzing a sale comparable. All of the sales were conveyed in the similar interests and no adjustments are warranted.

### Financing Terms

The transaction price of one property may differ from that of an identical property due to different financial arrangements. Sales involving financing terms that are not at or near market terms require adjustments for cash equivalency to reflect typical market terms. A cash equivalency procedure discounts the atypical mortgage terms to provide an indication of value at cash equivalent terms. All of the sales were transacted at market terms.

### Conditions of Sale

When the conditions of sale are atypical, the result may be a price that is higher or lower than that of a normal transaction. Adjustments for conditions of sale usually reflect the motivations of either a buyer or a seller who is under duress to complete the transaction. Another more typical condition of sale involves the downward adjustment required to a comparable property's for-sale listing price, which usually reflects the upper limit of value. All of sales are arm's length transactions; therefore, no condition of sale adjustment was warranted.

Land Sale 4 was purchased as part of an assemblage. However, the broker stated he felt the sales price of this tract was at market. As such, no conditions of sale adjustment was made for this factor.

### Expenditures Made Immediately After Purchase

A knowledgeable buyer considers expenditures required upon purchase of a property, as these costs affect the price the buyer agrees to pay. Such expenditures may include: costs to demolish and remove any portion of the improvements, costs to petition for a zoning change, and/or costs to remediate environmental contamination.

The relevant figure is not the actual cost incurred, but the cost anticipated by both the buyer and seller. Unless the sales involved expenditures anticipated upon the purchase date, no adjustments to the comparable sales are required for this element of comparison.

Land Sales 1 and 3 included older residential improvements on the site at the time of sale. Demolition costs of \$100,000, and \$10,000, respectively, were added to the sale prices.

## Market Conditions Adjustment

Market conditions change over time because of inflation, deflation, fluctuations in supply and demand, or other factors. Changing market conditions may create a need for adjustment to comparable sale transactions completed during periods of dissimilar market conditions.

While sales are limited due to overall economic uncertainty and high interest rates, discussions with market participants and a review of market data indicate overall market conditions for vacant land properties have been improving. As such, we applied an adjustment to each comparable based on a factor of 5% per year.

## Property Adjustments

Property adjustments are usually expressed quantitatively as percentages or dollar amounts that reflect the differences in value attributable to the various characteristics of the property. In some instances, however, qualitative adjustments are used. These adjustments are based on locational and physical characteristics and are applied after transaction and market conditions adjustments.

### Location

Location adjustments may be required when the locational characteristics of a comparable are different from those of the subject. These characteristics can include general neighborhood characteristics, freeway accessibility, street exposure, corner- versus interior-lot location, neighboring properties, view amenities, and other factors.

The subject site is located at the southwest corner of Huffmeister Road and Barker Cypress Road with good access and average visibility.

Land Sale 1 is located along Grant Road, just west of Telge Road. Grant Road is a two-lane road, inferior to Huffmeister and Barker Cypress Roads. Further, the immediate area has less dense development. This location is inferior, and an upward adjustment was made.

Land Sale 2 is located along Telge Road, just south of Grant Road. Telge Road is a two-lane road at this location and development is less dense than the area of the subject. This location is inferior, and an upward adjustment was made.

Land Sale 3 is located along Huffmeister Road just west of the subject. No adjustment was made.

Land Sale 4 is located along the south line of Schiel Road, west of Mueschke Road. Schiel Road is a 4-lane roadway at this location. Further, surrounding development is similar to the subject area. The location is similar, and no adjustment was made.

Land Sale 5 is located at the southwest corner of Grant Road and Telge Road. Both roads are two-lane roads inferior to Huffmeister and Barker Cypress Roads. Further, the immediate area has less dense development. This location is inferior, and an upward adjustment was made.

### Size

The size adjustment addresses variance in the physical size of the comparables and that of the subject, as a larger parcel typically commands a lower price per unit than a smaller parcel. This inverse relationship is due, in part, to the principle of "economies of scale."

The subject whole property consists of 24.9773 acres of land.

Land Sales 1 and 4 are 24.7090 acres and 25.1320 acres, respectively, and are similar to the subject. No adjustments were made.

Land Sales 2 and 3 are 9.9890 acres and 10.7078 acres in size, respectively, and are smaller than the subject whole property. Downward adjustments were made for the smaller sizes.

Land Sale 5 is 50.2900 acres, larger than the subject. An upward adjustment was made for the larger size.

#### Shape/Depth

The subject whole property is a generally rectangular shaped tract and is functional for use.

The land sales have regular and/or functional shapes similar to the subject and no adjustments have been made.

#### Corner Exposure/Frontage/Access

Tracts with major street influence tend to bring higher prices than otherwise comparable secondary locations. Additionally, tracts featuring corner influence typically command higher prices in the marketplace, as opposed to interior locations. For retail users, the hard corner of an intersection may be marketed to a fairly large pool of small users (e.g. service stations, fast food restaurants, etc.) for sale.

The subject whole property has a corner location with frontage and access points along two main roadways.

Land Sales 1, 2, 3 and 4 have mid-block location and are inferior to the subject. Upward adjustments were made.

Land Sale 5 has a corner location and is similar to the subject. No adjustment was warranted.

#### Flood Zone

A property's location within flood zone areas is typically a negative factor due to the increased costs of raising improvements up out of the floodplain, as well as additional insurance costs associated with improvements.

The subject is located in Zone X (unshaded).

Land Sale 2 is wholly within Zone AE and is inferior to the subject. An upward adjustment was made.

Land Sales 1, 3, 4 and 5 are outside of a flood hazard area and are similar to the subject. No adjustments were made.

#### Utilities

The subject whole property has access to public utilities.

Land Sales 1, 2 and 4 either had private utilities or require private utilities and are inferior to the subject. Upward adjustments were warranted.

Land Sales 3 and 5 included or had access to public utilities at the time of sale and are similar to the subject. No adjustments were made.

#### Zoning

The highest and best use of sale comparables should be very similar to that of the subject property. When comparables with the same zoning as the subject are lacking or scarce, parcels with slightly different zoning, but a highest and best use similar to that of the subject may be used as comparables. These comparables may require an adjustment for differences in utility if the market supports such adjustment.

The subject site and sales are located in an area with no zoning ordinance. No adjustments were required for this category.

#### Summary of Adjustments

Presented on the following page is a summary of the adjustments made to the sale comparables. As noted earlier, these quantitative adjustments were based on our market research, best judgment, and experience in the appraisal of similar properties.

**Land Sales Adjustment Grid**

	Subject	Sale #1	Sale #2	Sale #3	Sale #4	Sale #5
Sale ID		1785284	1779181	1762326	1779061	1776633
Date of Value/Sale Date	2/10/2025	11/8/2024	7/16/2024	4/19/2024	12/20/2022	10/6/2022
Unadjusted Sale Price		\$4,200,000	\$1,550,000	\$3,265,024	\$6,130,600	\$9,176,531
Acres	24.9773	24.7090	9.9890	10.7078	25.1320	50.2900
Square Feet	1,088,011	1,076,324	435,121	466,432	1,094,750	2,190,632
<b>Unadjusted Sale Price per Gross Sq. Ft.</b>		<b>\$3.90</b>	<b>\$3.56</b>	<b>\$7.00</b>	<b>\$5.60</b>	<b>\$4.19</b>
<b>Transactional Adjustments</b>						
<b>Property Rights Conveyed</b>	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>
Adjustment		0%	0%	0%	0%	0%
Adjusted Sale Price		\$3.90	\$3.56	\$7.00	\$5.60	\$4.19
<b>Financing Terms</b>	<i>Cash to Seller</i>	<i>Cash to Seller</i>	<i>Cash to Seller</i>	<i>Cash to Seller</i>	<i>Cash to Seller</i>	<i>Cash to Seller</i>
Adjustment		0%	0%	0%	0%	0%
Adjusted Sale Price		\$3.90	\$3.56	\$7.00	\$5.60	\$4.19
<b>Conditions of Sale</b>	<i>Typical</i>	<i>Typical</i>	<i>Typical</i>	<i>Typical</i>	<i>Assemblage</i>	<i>Typical</i>
Adjustment		0%	0%	0%	0%	0%
Adjusted Sale Price		\$3.90	\$3.56	\$7.00	\$5.60	\$4.19
<b>Expenditures After Sale</b>		\$100,000	\$0	\$10,000	\$0	\$0
Adjustment		2%	0%	0%	0%	0%
<b>Adjusted Sale Price</b>		<b>\$3.98</b>	<b>\$3.56</b>	<b>\$7.00</b>	<b>\$5.60</b>	<b>\$4.19</b>
<b>Market Conditions</b>						
<b>Elapsed Time from Date of Value</b>		0.26 years	0.57 years	0.81 years	2.15 years	2.35 years
Market Trend Through	February-25	1.3%	2.9%	4.1%	10.7%	11.8%
<b>Adjusted Sale Price</b>		<b>\$4.03</b>	<b>\$3.66</b>	<b>\$7.29</b>	<b>\$6.20</b>	<b>\$4.68</b>
<b>Physical Adjustments</b>						
<b>Location</b>	17333 Huffmeister Road	North line of Grant Road, just west of Telge Road	17034 Telge Road	17210 Huffmeister Road	South line of Schiel Road, west of Mueschke road	Southwest corner of Grant Road and Telge Road
Adjustment		20%	20%	0%	0%	20%
<b>Size</b>	24.9773 Ac.	24.7090 Ac.	9.9890 Ac.	10.7078 Ac.	25.1320 Ac.	50.2900 Ac.
Adjustment		0%	-5%	-5%	0%	5%
<b>Shape/Depth</b>	Rectangular	Primarily rectangular	Rectangular	Rectangular	Rectangular	Irregular
Adjustment		0%	0%	0%	0%	0%
<b>Corner Exposure</b>	Corner	Mid-Block	Mid-Block	Mid-Block	Mid-Block	Corner
Adjustment		10%	10%	10%	10%	0%
<b>Flood Zone</b>	Zone X (unshaded)	Zone X (unshaded)	Zone A	Zone X (unshaded)	Zone X (unshaded)	Zone X (unshaded)
Adjustment		0%	10%	0%	0%	0%
<b>Utilities</b>	Public utilities	Private utilities	Private utilities	Public utilities available	None at time of sale	Public utilities available
Adjustment		10%	10%	0%	10%	0%
<b>Zoning</b>	Not Zoned	Not Zoned	Not Zoned	Not Zoned	Not Zoned	Not Zoned
Adjustment		0%	0%	0%	0%	0%
<b>Net Adjustment</b>		<b>40%</b>	<b>45%</b>	<b>5%</b>	<b>20%</b>	<b>25%</b>
<b>Adjusted Sale Price</b>		<b>\$5.64</b>	<b>\$5.31</b>	<b>\$7.65</b>	<b>\$7.44</b>	<b>\$5.85</b>

## Conclusion

From the market data available, we used five land sales in competitive market areas which were adjusted based on pertinent elements of comparison. The following table summarizes the unadjusted and adjusted unit prices:

### Land Sale Statistics

Metric	Unadjusted	Adjusted
Minimum Sale Price (\$/SqFt)	\$3.56	\$5.31
Maximum Sale Price (\$/SqFt)	\$7.00	\$7.65
Median Sale Price (\$/SqFt)	\$4.19	\$5.85
Mean Sale Price (\$/SqFt)	\$4.85	\$6.38

Based on the adjusted prices, a unit value of \$6.00 per square foot is indicated for the subject tract.

The indicated whole property value of the subject tract is calculated below.

### Land Value Indication

#### Market Value Opinion

$$24.9773 \text{ Acres (1,088,011 SF)} \quad \times \quad \$6.00 \text{ PSF} \quad = \quad \mathbf{\$6,528,066}$$

# Cost Approach

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## Methodology

The cost approach develops an indication of market value by estimating replacement or reproduction cost of the improvements, deducting all appropriate forms of depreciation and adding land value. This approach is based on the premise that an investor or buyer of real estate would pay no more for a specific property than the cost to replace or reproduce the improvements less any accrued depreciation plus payment of entrepreneurial incentive and land value.

## Replacement Cost New

Replacement cost is defined as, "the estimated cost to construct, at current prices as of a specific date, a substitute for a building or other improvements, using modern materials and current standards, design, and layout".<sup>1</sup> This cost can be further broken down into direct and indirect costs. Direct costs are those expenditures that can be traced to a physical aspect of the improvements. Indirect or soft costs are those costs that must be incurred in order to construct improvements but cannot be charged to a specific physical cost.

In estimating the value of the property by the cost approach, we made a site visit of the subject for the purpose of this appraisal, itemizing each item, applying depreciation to each item, based on its present condition and estimated lifespan. The appropriate replacement cost figures have been based on Marshall Valuation Service, other third-party construction costs of similar developments, and local costs when available.

## Improvements

The impacted improvements have been valued in this limited cost approach. Based on information provided by the client and the site inspection, one tree will need to be removed.

Marshall Valuation Service has been utilized for the cost new of the landscaping. Soft costs of 2% and entrepreneurial incentive of 15% have been added. No depreciation has been applied.

The contributory value of the subject landscaping, before land, was estimated at \$1,900.

## Market Value of Land

The final step in the cost approach is the addition of the market land value, estimated at \$6,528,066.

## Conclusion

The preceding cost analysis indicated a whole property value via the Cost Approach of \$6,529,966. The cost schedule is presented as follows:

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<sup>1</sup> The Dictionary of Real Estate Appraisal, Seventh Addition, 2022, p. 163

**Cost Approach Schedule - Whole Property**

Item	Units	Base Cost	Soft Costs	Ent. Incentive	Total Unit Cost*	Replacement Cost	Physical Dep.	Contributory Value
Tree	1	\$1,620	2%	15%	\$1,900	\$1,900	0% \$0	\$1,900
Total Contributory Value of Site Improvements						\$1,900	\$0	\$1,900
Plus Land Value:	24.9773 acres	(1,088,011 SF)		x	\$6.00 PSF	x	100% =	\$6,528,066
Total Value Indication - Cost Approach								<b>\$6,529,966</b>

*\*Includes Soft Costs and Profit*

## Part to be Acquired

**VIEW OF SUBJECT ACQUISITION AREA SHADED IN YELLOW AND GREEN**



For the appraisal, we have utilized the land areas and dimensions in the surveys prepared by Amani Engineering, Inc. The partial acquisition consists of 1.1292 acres, or 49,190-square feet, tract of land to be acquired known as Tract 37F-61 WLE. The acquisition varies in width and is located along the north property line and extends along the eastern portion of the tract near the eastern property line.

Additionally, an access easement is being acquired. Tract 37F-61 AE consists of 0.0158 acres or 690 square feet of land and is located at the south entrance drive to the property.

The value of the acquisition parcel is comprised of the value of the land, plus the contributory value of improvements impacted by the acquisition. In this case, portions of fencing and some drainage improvements will be impacted by open cut construction. Based on information provided by the client, all impacted fencing and drainage improvements will be replaced by the contractor. As such, the impact to these items is not compensated in this report. The football field, light poles located on the

football field, and all driveways and signage, are within trenchless construction areas and will not be impacted. One tree located along the south line of Huffmeister Road in the northwestern portion of the subject tract will need to be removed during construction. No other trees or landscaping will be impacted.

Based on a replacement cost estimated in the previous section, the contributory value of the landscaping located within the acquisition area is \$1,900.

The acquisition is not a standalone independent economic unit, as such; the value is based on the pro-rata share of the whole property. The unit value of the land in the acquisition is the same as that for the whole property, \$6.00 per square foot.

The proposed parcel is being acquired for a water line easement. Per the provided Right of Way and Easement Agreement from the client, the easement will be "a perpetual, unobstructed right of way and easement to lay, construct, alter, maintain, inspect, operate, service, repair, replace, relocate, change the size of, protect, patrol, and remove an underground water line together with appurtenances for the operation thereof." The easement will allow "(i) unimpaired ingress and egress to and from said Easement Area on public and private roads and (ii) unimpaired access on, over, and through said Easement Area for any and all purposes necessary and incident to the exercise of the [stated] rights."

The property owner will continue to have some rights to the easement area. These rights include the right to construct landscaping (but not trees), irrigation systems, paved uncovered parking areas together with associated curbs, fences, private lighting, private electrical lines, jogging trails, sidewalks, and signage across the surface of the easement area. The property owner will also maintain the right to grant additional easements and rights of way across (but not along) the easement and retains all rights, if any, in and to oil, gas, sulfur, uranium, fissionable materials, and other minerals under the surface of the easement area.

Based on the rights being acquired, the easement is valued at 90% of the fee simple value.

The proposed AE parcel is being acquired for an access easement to access the proposed water line. The property owner will continue to have rights to and use of the easement area.

Based on the rights being acquired, the easement is valued at a 50% of the fee simple value.

The total value of the proposed acquisition is calculated as follows:

Part to be Acquired							
	Land Area		Unit Value		% of Fee	=	Value
37F-61 WLE	49,190 SF	x	\$6.00 PSF	x	90%	=	\$265,626
37F-61 AE	690 SF	x	\$6.00 PSF	x	50%	=	\$2,070
Improvements							\$1,900
<b>Value of the Part to be Acquired</b>							<b>\$269,596</b>

## Remainder Before the Acquisition

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In order to determine if there are damages due the owner as a result of the acquisition, it is necessary to calculate the values of the remainder tract, before and after the acquisition. The value of the remainder, before the acquisition, is the difference between the value of the larger parcel and the value of the acquisition parcel.

<b>Remainder Before the Acquisition</b>	
Value of the Whole Property	\$6,529,966
Less: Value of the Acquisition	-\$269,596
<b>Value of the Remainder Before the Acquisition</b>	<b>\$6,260,370</b>

## Remainder After the Acquisition

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The remainder after the acquisition tract will continue to contain 24.9773 acres or 1,088,011 square feet, with 1.1292 acres or 49,190 square feet encumbered by a water line easement and 0.0158 acres or 690 square feet encumbered by an access easement. Further, the main improvements are not impacted.

The remainder parcel will have the same location and physical characteristics before and after the acquisition. It is the appraiser's opinion there is no diminution or increase in the value of the remainder resulting from the partial acquisition. The value of the remainder after the acquisition is calculated as follows:

Remainder After the Acquisition						
	Land Area		Unit Value		% of Fee	Value
Unencumbered	1,038,131 SF	x	\$6.00 PSF	x	100%	= \$6,228,786
Encumbered (Part Acquired - WLE)	49,190 SF	x	\$6.00 PSF	x	10%	= \$29,514
Encumbered (Part Acquired - AE)	690 SF	x	\$6.00 PSF	x	50%	= \$2,070
Improvements						\$0
<b>Value of the Remainder After the Acquisition</b>						<b>\$6,260,370</b>

## Damages/Enhancements to the Remainder

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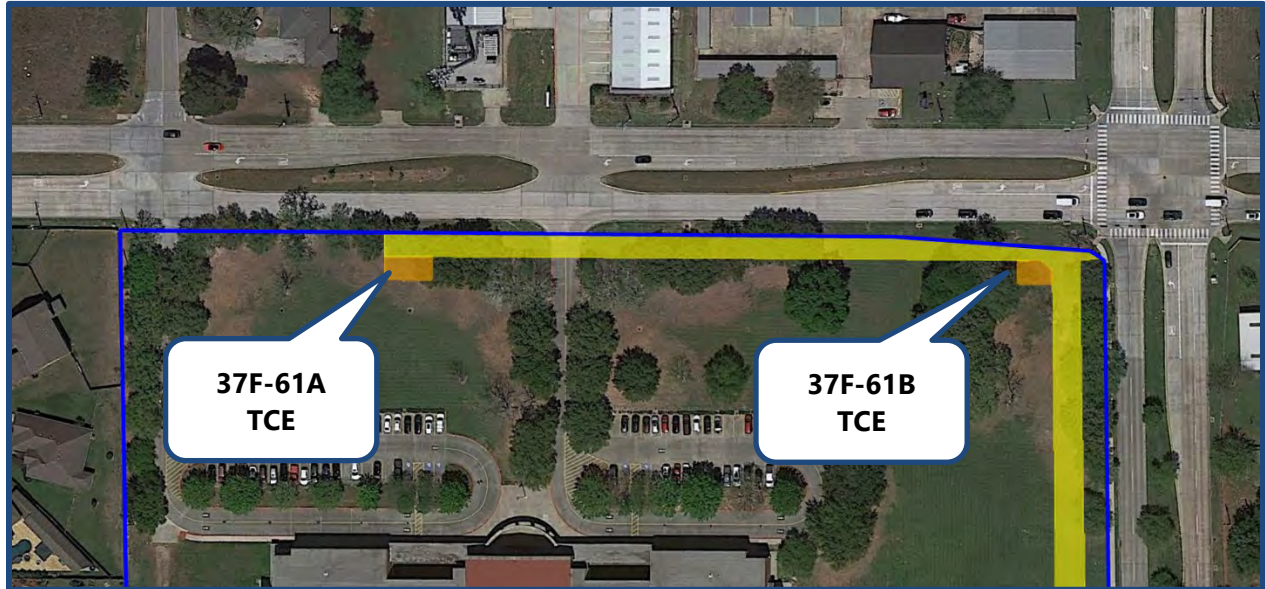
The remainder parcel will have the same location and physical characteristics before and after the acquisition. The remainder tract has not suffered a diminution in value. The value of the remainder before less remainder after the acquisition is calculated as follows and indicates no damages.

<b>Damages/Enhancements to the Remainder</b>	
Remainder Before	\$6,260,370
Less: Remainder After	(\$6,260,370)
<b>Damages/Enhancements to the Remainder</b>	<b>\$0</b>

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# Temporary Construction Easement

## VIEW OF TEMPORARY CONSTRUCTION EASEMENT AREA SHADED IN ORANGE



For the appraisal, we have utilized the land areas and dimensions in the surveys prepared by Amani Engineering, Inc. NHCRWA has plans to acquire two temporary construction easements (TCE) for use with the water line project. Tract 37F-61A TCE is 0.0184 acres or 800 square feet in size and is located adjacent to the westernmost portion of the water line easement. Tract 37F-61B is 0.0128 acres or 556 square feet and is located adjacent to the water line easement in the northeast corner of the subject property.

In this case, the appraisers have valued the TCE as a work construction area during the construction phase of the project reverting back to the property owner at the termination of the easement agreement. The time frame of the TCE is 2 years. This analysis assumes any site improvements within the easement area that will be impacted during the easement term will be replaced by project contractors.

TCE areas are equivalent to short-term ground leases and have been valued as such. Based on a 10% annual rate of return, the estimated fee simple value for the land area within the TCE is estimated as follows:

Temporary Construction Easement Value Indication										
Temporary Acquisition		Unit Value		Fee Simple Value		Annual Rate of Return		Term		Total
37F-61A TCE	800 SF	x	\$6.00 PSF	=	\$4,800	x	10.0%	x	2.0 year(s)	= \$960
37F-61B TCE	556 SF	x	\$6.00 PSF	=	\$3,336	x	10.0%	x	2.0 year(s)	= \$667
<b>Total Market Value of Temporary Acquisition</b>										<b>\$1,627</b>

## Material Impairment of Direct Access

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The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by Senate Bill 18 of the Texas 82nd Regular Legislative Session. The remainder property will have similar access as the whole property, as such; we find that there is no material impairment of access damages as a result of the acquisition.

## Compensation Estimate

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The value of the subject whole, the partial acquisition, the remainder before the acquisition, the remainder after the acquisition, damages to the remainder, cost to cure damages were estimated in the preceding section of this report. Utilizing these value estimates, total just compensation due the property owner is computed as follows:

<b>Compensation Summary</b>	
Partial Acquisition	\$269,596
Partial Acquisition - Temporary Construction Easement	\$1,627
Damages (Remainder Before less Remainder After)	\$0
Cost to Cure	\$0
<b>Total Compensation</b>	<b>\$271,223</b>

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# General Assumptions and Limiting Conditions

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This appraisal is subject to the following limiting conditions:

1. The legal description – if furnished to us – is assumed to be correct.
2. No responsibility is assumed for legal matters, questions of survey or title, soil or subsoil conditions, engineering, availability or capacity of utilities, or other similar technical matters. The appraisal does not constitute a survey of the property appraised. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear, under responsible ownership and competent management unless otherwise noted.
3. Unless otherwise noted, the appraisal will value the property as though free of contamination. Valbridge Property Advisors | The Gerald A. Teel Company, Inc. will conduct no hazardous materials or contamination inspection of any kind. It is recommended that the client hire an expert if the presence of hazardous materials or contamination poses any concern.
4. Unless otherwise noted, it is assumed there are no encroachments, zoning violations or restrictions existing in the subject property.
5. The appraiser is not required to give testimony or attendance in court by reason of this appraisal, unless previous arrangements have been made.
6. Unless expressly specified in the engagement letter, the fee for this appraisal does not include the attendance or giving of testimony by Appraiser at any court, regulatory, or other proceedings, or any conferences or other work in preparation for such proceeding. If any partner or employee of Valbridge Property Advisors | The Gerald A. Teel Company, Inc. is asked or required to appear and/or testify at any deposition, trial, or other proceeding about the preparation, conclusions or any other aspect of this assignment, client shall compensate Appraiser for the time spent by the partner or employee in appearing and/or testifying and in preparing to testify according to the Appraiser's then current hourly rate plus reimbursement of expenses.
7. The values for land and/or improvements, as contained in this report, are constituent parts of the total value reported and neither is (or are) to be used in making a summation appraisal of a combination of values created by another appraiser. Either is invalidated if so used.

8. The dates of value to which the opinions expressed in this report apply are set forth in this report. We assume no responsibility for economic or physical factors occurring at some point at a later date, which may affect the opinions stated herein. The forecasts, projections, or operating estimates contained herein are based on current market conditions and anticipated short-term supply and demand factors and are subject to change with future conditions.
9. The sketches, maps, plats and exhibits in this report are included to assist the reader in visualizing the property. The appraiser has made no survey of the property and assumed no responsibility in connection with such matters.
10. The information, estimates and opinions, which were obtained from sources outside of this office, are considered reliable. However, no liability for them can be assumed by the appraiser.
11. Possession of this report, or a copy thereof, does not carry with it the right of publication. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to property value, the identity of the appraisers, professional designations, reference to any professional appraisal organization or the firm with which the appraisers are connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval.
12. No claim is intended to be expressed for matters of expertise that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers. We claim no expertise in areas such as, but not limited to, legal, survey, structural, environmental, pest control, mechanical, etc.
13. This appraisal was prepared for the sole and exclusive use of the client for the function outlined herein. Any party who is not the client or intended user identified in the appraisal or engagement letter is not entitled to rely upon the contents of the appraisal without express written consent of Valbridge Property Advisors | The Gerald A. Teel Company, Inc. and Client. The Client shall not include partners, affiliates, or relatives of the party addressed herein. The appraiser assumes no obligation, liability or accountability to any third party.
14. Distribution of this report is at the sole discretion of the client, but third-parties not listed as an intended user on the face of the appraisal or the engagement letter may not rely upon the contents of the appraisal. In no event shall client give a third-party a partial copy of the appraisal report. We will make no distribution of the report without the specific direction of the client.
15. This appraisal shall be used only for the function outlined herein, unless expressly authorized by Valbridge Property Advisors | The Gerald A. Teel Company, Inc.

16. This appraisal shall be considered in its entirety. No part thereof shall be used separately or out of context.
17. Unless otherwise noted in the body of this report, this appraisal assumes that the subject property does not fall within the areas where mandatory flood insurance is effective. Unless otherwise noted, we have not completed nor have we contracted to have completed an investigation to identify and/or quantify the presence of non-tidal wetland conditions on the subject property. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
18. The flood maps are not site specific. We are not qualified to confirm the location of the subject property in relation to flood hazard areas based on the FEMA Flood Insurance Rate Maps or other surveying techniques. It is recommended that the client obtain a confirmation of the subject property's flood zone classification from a licensed surveyor.
19. If the appraisal is for mortgage loan purposes 1) we assume satisfactory completion of improvements if construction is not complete, 2) no consideration has been given for rent loss during rent-up unless noted in the body of this report, and 3) occupancy at levels consistent with our "Income and Expense Projection" are anticipated.
20. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
21. Our inspection included an observation of the land and improvements thereon only. It was not possible to observe conditions beneath the soil or hidden structural components within the improvements. We inspected the buildings involved, and reported damage (if any) by termites, dry rot, wet rot, or other infestations as a matter of information, and no guarantee of the amount or degree of damage (if any) is implied. Condition of heating, cooling, ventilation, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. Should the client have concerns in these areas, it is the client's responsibility to order the appropriate inspections. The appraiser does not have the skill or expertise to make such inspections and assumes no responsibility for these items.
22. This appraisal does not guarantee compliance with building code and life safety code requirements of the local jurisdiction. It is assumed that all required licenses, consents, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value conclusion contained in this report is based unless specifically stated to the contrary.

23. When possible, we have relied upon building measurements provided by the client, owner, or associated agents of these parties. In the absence of a detailed rent roll, reliable public records, or "as-built" plans provided to us, we have relied upon our own measurements of the subject improvements. We follow typical appraisal industry methods; however, we recognize that some factors may limit our ability to obtain accurate measurements including, but not limited to, property access on the day of inspection, basements, fenced/gated areas, grade elevations, greenery/shrubbery, uneven surfaces, multiple story structures, obtuse or acute wall angles, immobile obstructions, etc. Professional building area measurements of the quality, level of detail, or accuracy of professional measurement services are beyond the scope of this appraisal assignment.
24. We have attempted to reconcile sources of data discovered or provided during the appraisal process, including assessment department data. Ultimately, the measurements that are deemed by us to be the most accurate and/or reliable are used within this report. While the measurements and any accompanying sketches are considered to be reasonably accurate and reliable, we cannot guarantee their accuracy. Should the client desire a greater level of measuring detail, they are urged to retain the measurement services of a qualified professional (space planner, architect or building engineer). We reserve the right to use an alternative source of building size and amend the analysis, narrative and concluded values (at additional cost) should this alternative measurement source reflect or reveal substantial differences with the measurements used within the report.
25. In the absence of being provided with a detailed land survey, we have used assessment department data to ascertain the physical dimensions and acreage of the property. Should a survey prove this information to be inaccurate, we reserve the right to amend this appraisal (at additional cost) if substantial differences are discovered.
26. If only preliminary plans and specifications were available for use in the preparation of this appraisal, then this appraisal is subject to a review of the final plans and specifications when available (at additional cost) and we reserve the right to amend this appraisal if substantial differences are discovered.
27. Unless otherwise stated in this report, the value conclusion is predicated on the assumption that the property is free of contamination, environmental impairment or hazardous materials. Unless otherwise stated, the existence of hazardous material was not observed by the appraiser and the appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required for discovery. The client is urged to retain an expert in this field, if desired.

28. The Americans with Disabilities Act (“ADA”) became effective January 26, 1992. We have not made a specific compliance survey of the property to determine if it is in conformity with the various requirements of the ADA. It is possible that a compliance survey of the property, together with an analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect on the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in developing an opinion of value.
29. This appraisal applies to the land and building improvements only. The value of trade fixtures, furnishings, and other equipment, or subsurface rights (minerals, gas, and oil) were not considered in this appraisal unless specifically stated to the contrary.
30. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated, unless specifically stated to the contrary.
31. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute prediction of future operating results. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance.
32. Any estimate of insurable value, if included within the scope of work and presented herein, is based upon figures developed consistent with industry practices. However, actual local and regional construction costs may vary significantly from our estimate and individual insurance policies and underwriters have varied specifications, exclusions, and non-insurable items. As such, we strongly recommend that the Client obtain estimates from professionals experienced in establishing insurance coverage. This analysis should not be relied upon to determine insurance coverage and we make no warranties regarding the accuracy of this estimate.
33. The data gathered in the course of this assignment (except data furnished by the Client) shall remain the property of the Appraiser. The appraiser will not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished to the appraiser. Notwithstanding the foregoing, the Appraiser is authorized by the client to disclose all or any portion of the appraisal and related appraisal data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable the appraiser to comply with the Bylaws and Regulations of such Institute now or hereafter in effect.

34. You and Valbridge Property Advisors | The Gerald A. Teel Company, Inc. both agree that any dispute over matters in excess of \$5,000 will be submitted for resolution by arbitration. This includes fee disputes and any claim of malpractice. The arbitrator shall be mutually selected. If Valbridge Property Advisors | The Gerald A. Teel Company, Inc. and the client cannot agree on the arbitrator, the presiding head of the Local County Mediation & Arbitration panel shall select the arbitrator. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, by agreeing to binding arbitration, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury. In the event that the client, or any other party, makes a claim against The Gerald A. Teel Company, Inc. or any of its employees in connections with or in any way relating to this assignment, the maximum damages recoverable by such claimant shall be the amount actually received by Valbridge Property Advisors | The Gerald A. Teel Company, Inc. for this assignment, and under no circumstances shall any claim for consequential damages be made.
35. Valbridge Property Advisors | The Gerald A. Teel Company, Inc. shall have no obligation, liability, or accountability to any third party. Any party who is not the "client" or intended user identified on the face of the appraisal or in the engagement letter is not entitled to rely upon the contents of the appraisal without the express written consent of Valbridge Property Advisors | The Gerald A. Teel Company, Inc. "Client" shall not include partners, affiliates, or relatives of the party named in the engagement letter. Client shall hold Valbridge Property Advisors | The Gerald A. Teel Company, Inc. and its employees harmless in the event of any lawsuit brought by any third party, lender, partner, or part-owner in any form of ownership or any other party as a result of this assignment. The client also agrees that in case of lawsuit arising from or in any way involving these appraisal services, client will hold Valbridge Property Advisors | The Gerald A. Teel Company, Inc. harmless from and against any liability, loss, cost, or expense incurred or suffered by Valbridge Property Advisors | The Gerald A. Teel Company, Inc. in such action, regardless of its outcome.
36. The Valbridge Property Advisors office responsible for the preparation of this report is independently owned and operated by The Gerald A. Teel Company, Inc. Neither Valbridge Property Advisors, Inc., nor any of its affiliates has been engaged to provide this report. Valbridge Property Advisors, Inc. does not provide valuation services, and has taken no part in the preparation of this report.
37. If any claim is filed against any of Valbridge Property Advisors, Inc., a Florida Corporation, its affiliates, officers or employees, or the firm providing this report, in connection with, or in any way arising out of, or relating to, this report, or the engagement of the firm providing this report, then (1) under no circumstances shall such claimant be entitled to consequential, special or other damages, except only for direct compensatory damages, and (2) the maximum amount of such compensatory damages recoverable by such claimant shall be the amount actually received by the firm engaged to provide this report.

38. This report and any associated work files may be subject to evaluation by Valbridge Property Advisors, Inc., or its affiliates, for quality control purposes.
39. Acceptance and/or use of this appraisal report constitutes acceptance of the foregoing general assumptions and limiting conditions.

## Certification – Jason Mushinski, MAI

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I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. The undersigned has not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. Jason Mushinski has personally inspected the subject property.
10. No one provided significant real property appraisal assistance to the person signing this certification, unless otherwise noted.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, the undersigned has completed the continuing education program for Designated Members of the Appraisal Institute.



Jason Mushinski, MAI

Senior Managing Director

Texas License #TX-1335986-G

[jmushinski@valbridge.com](mailto:jmushinski@valbridge.com)

## Certification – Erin Pechal, MAI

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I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. The undersigned has not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. Erin Pechal has not personally inspected the subject property.
10. No one provided significant real property appraisal assistance to the person signing this certification, unless otherwise noted.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, the undersigned has completed the continuing education program for Designated Members of the Appraisal Institute.



Erin Pechal, MAI  
Senior Appraiser  
Texas License #TX-1338809-G  
[epechal@valbridge.com](mailto:epechal@valbridge.com)

# Addenda

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Part Acquired Surveys

Title Report

Glossary

Qualifications

- Jason Mushinski, MAI - Senior Managing Director
- Erin Pechal, MAI – Senior Appraiser

Information on Valbridge Property Advisors

Office Locations

## Part Acquired Surveys

37F-61 WLE  
Page No. 1 of 2**TRACT 37F-61 WLE  
NHCRWA  
WATER LINE EASEMENT (WLE)****METES AND BOUNDS OF  
1.129 ACRE OF LAND SITUATED IN THE  
J. RICKETTS SURVEY, ABSTRACT NO. 671  
HARRIS COUNTY, TEXAS**

Being a 1.129 acre (49,190 square feet) tract of land situated in the J. Ricketts Survey, Abstract No. 671, Harris County, Texas, and being out of and a part of Restricted Reserve 'A', Block 1 of Cypress Point Lake Estates, Section 1, a plat recorded under Film Code No. (F.C. No.) 447131 of the Harris County Map Record (H.C.M.R.), and further being described in a General Warranty Deed dated September 1, 1999 conveyed to Cypress-Fairbanks Independent School District recorded under Harris County Clerk's File Number (H.C.C.F. No.) T946478 of the Official Public Records of Real Property Harris County (O.P.R.O.R.P.H.C.), Texas. Said 1.129 acre of land being more particularly described by metes and bounds as follows with bearings referenced to the Texas Coordinate System of 1983, South Central Zone:

**BEGINNING** at a found 5/8-inch iron rod having the Texas State Plane Coordinates of N: 13,922,925.80 & E: 3,019,909.23 on the west Right-of-Way (R.O.W.) line of Barker Cypress Road (100' R.O.W.) recorded under F.C. No. 447131 of the H.C.M.R. and the common northeast corner of Lot 12, Block 1 of Cypress Point Lake Estates Section One, a plat recorded under F.C. No. 447131 of the H.C.M.R. and the southeast corner of said Restricted Reserve "A", same also being the corner of the herein described parcel;

**THENCE**, South 88° 18' 14" West, departing the west R.O.W. line of said Barker Cypress Road, along the common north line of said Lot 12 and the south line of said Restricted Reserve 'A', a distance of 10.26 feet to a 5/8-inch iron rod with cap stamped 'KUO' set for the corner of the herein described parcel;

**THENCE**, departing said common line, over and across said Restricted Reserve "A" with the following courses:

1. North 62° 32' 33" West, a distance of 45.88 feet to a 5/8-inch iron rod with cap stamped 'KUO' set for the corner of the herein described parcel;
2. North 02° 32' 33" West, a distance of 1,215.98 feet to a 5/8-inch iron rod with cap stamped 'KUO' set for an angle point of the herein described parcel;
3. North 47° 32' 33" West, a distance of 13.35 feet to a 5/8-inch iron rod with cap stamped 'KUO' set for an angle point of the herein described parcel;
4. South 88° 39' 32" West, a distance of 568.71 feet to a 5/8-inch iron rod with cap stamped 'KUO' set for a corner of the herein described parcel;
5. North 01° 20' 28" West, a distance of 20.00 feet to a 5/8-inch iron rod with cap stamped 'KUO' set for the corner of the herein described parcel, same also being on the common south line of Huffmeister Road (width varies) recorded under Volume K, Page 176 of the Harris County Commissioners Court Minutes Records (H.C.C.C.M.R.), Volume 140, Page 185, Volume 145, Page 165, Volume 973, Page 173 of the Harris County Deed Records (H.C.D.R.), H.C.C.F. Nos. H546687 and 20120073159 of the O.P.R.O.R.P.H.C. and F.C. No. 447131 of the H.C.M.R. and the north line of said Restricted Reserve "A";

**THENCE**, North 88° 39' 32" East, along the south line of said Huffmeister Road, a distance of 441.91 feet to an angle point in the south line of said Huffmeister Road, same being an angle point in the north line of the herein described parcel, from which a found 5/8-inch iron rod bears North 48° 00' 31" West – 1.57 feet;

**THENCE**, South 88° 02' 51" East, along the south line of said Huffmeister Road (width varies at this location), a distance of 172.01 feet to a 5/8-inch iron rod with cap stamped 'KUO' set for a corner of the herein described parcel, same being the northerly cut-corner line for the southwest corner intersection of said Huffmeister Road and Barker Cypress Road (width varies at this location) recorded under F.C. No. 447131 of the H.C.M.R.;

**THENCE**, South 46° 53' 42" East, along said cut-corner line, a distance of 14.45 feet to a 5/8-inch iron rod with cap stamped 'KUO' set for a corner of the herein described parcel;

TRACT 37F-61 WLE CONTINUED

37F-61 WLE  
Page No. 2 of 2

**THENCE.** South 88° 39' 32" West, departing said cut-corner line, a distance of 15.79 feet to a 5/8-inch iron rod with cap stamped 'KUO' set for a corner of the herein described parcel;

**THENCE.** South 02° 32' 33" East, a distance of 1.207 28 feet to a 5/8-inch iron rod with cap stamped 'KUO' set for the corner of the herein described parcel;

**THENCE.** South 62° 32' 33" East, a distance of 23.09 feet to a 5/8-inch iron rod with cap stamped 'KUO' set for the corner of the herein described parcel, same also being the common west R.O.W. line of said Barker Cypress Road and the east line of said Restricted Reserve 'A';

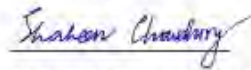
**THENCE.** South 02° 32' 33" East, along said common line, a distance of 28.87 feet to the **POINT OF BEGINNING, CONTAINING** 1.129 acre (49,190 square feet) of land.

NOTES

Distances are surface and may be converted to grid by multiplying by the combined scale factor of 0.99992513. Coordinates are grid and may be converted to surface by multiplying by the combined scale factor of 1.000074876.

A separate Exhibit Map Dated 11/13/24 accompanies this Metes & Bounds Description.

Compiled By:



Shaheen Chowdhury, R.P.L.S.  
Registered Professional Land Surveyor  
Texas Reg. No. 5858  
Shaheen.Chowdhury@kuoassociates.com

Kuo & Associates, LLC  
10300 Westoffice Drive, Suite 800  
Houston, TX 77042  
Ph.: (713) 975-8769  
TBPLS Firm Registration No. 10075600



Date: 11/13/24



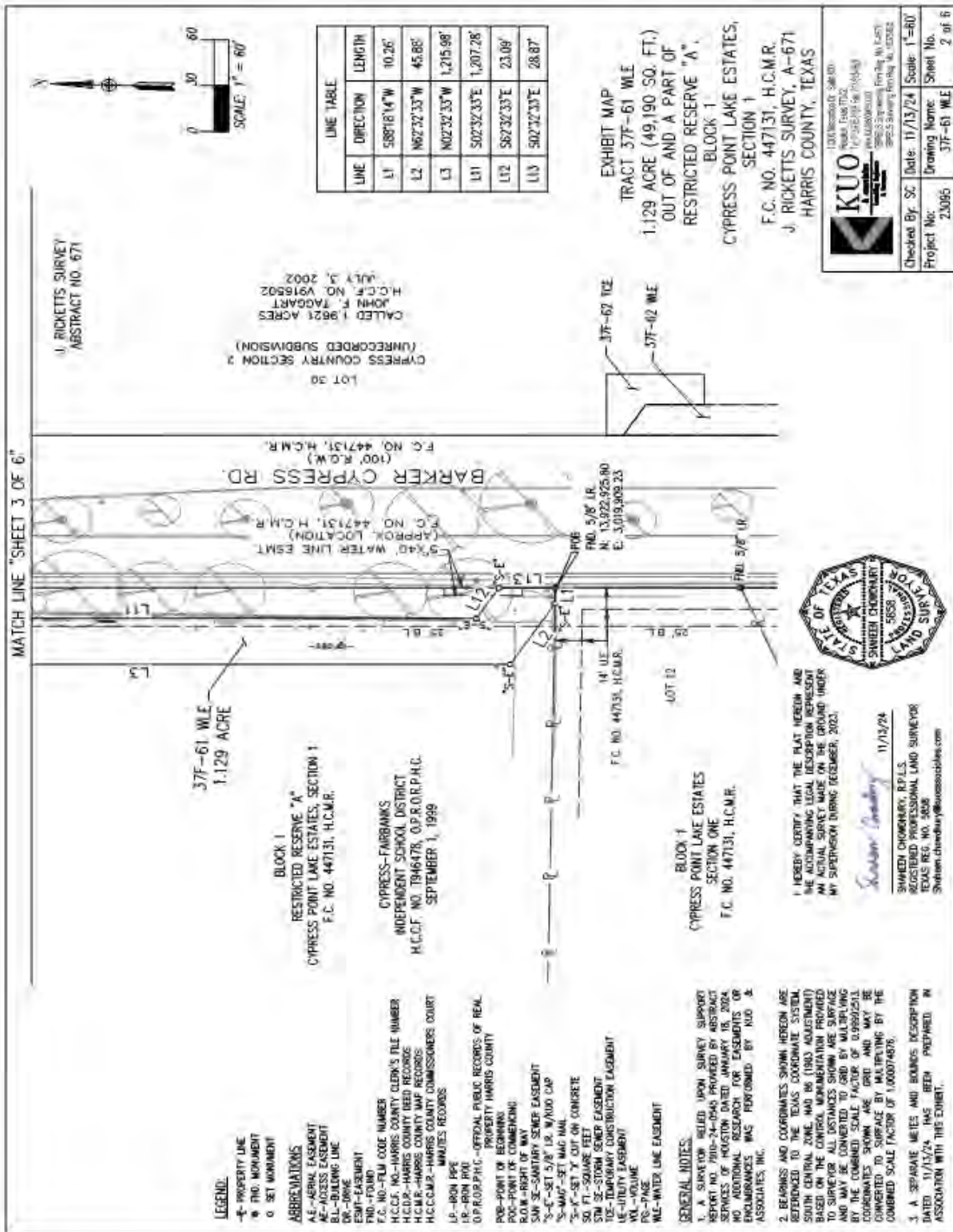






EXHIBIT MAP  
TRACT 37F-61 WLE  
1.129 ACRE (49,190 SQ. FT.)  
OUT OF AND A PART OF  
RESTRICTED RESERVE "A",  
BLOCK 1  
CYPRESS POINT LAKE ESTATES,  
SECTION 1  
F.C. NO. 447131, H.C.M.R.  
J. RICKETTS SURVEY, A-671  
HARRIS COUNTY, TEXAS

**KUO**  
Kurt Ueberall  
Professional Land Surveyor  
No. 10016  
11/13/24

Checked By: SC Date: 11/13/24 Scale: 1"=60'  
Project No: 210065 Drawing Name: 37F-61 WLE Sheet No: 4 of 6



I HEREBY CERTIFY THAT THE PLAT HEREON AND THE ACCOMPANYING LEGAL DESCRIPTION REPRESENT AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION DURING DECEMBER, 2023.

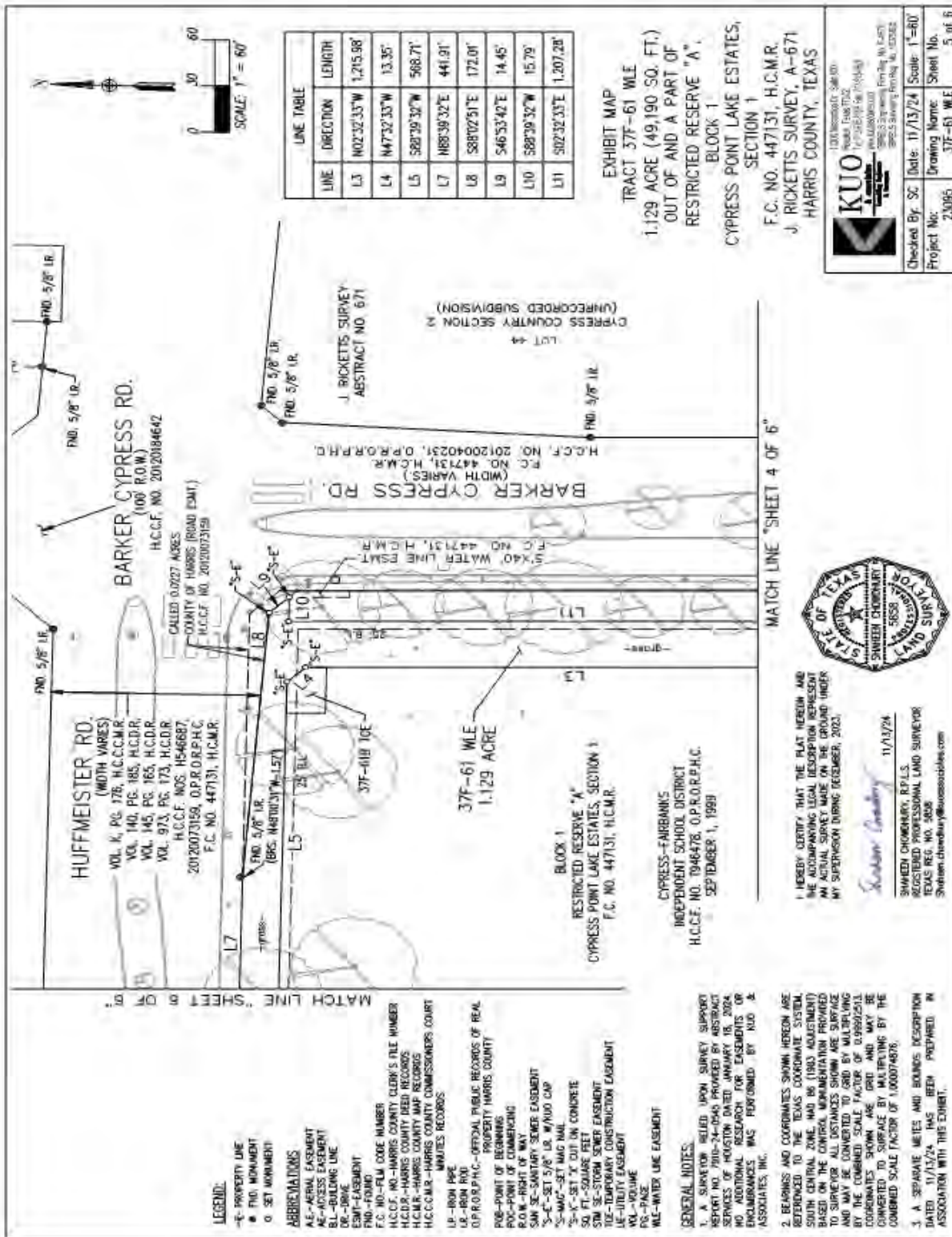
*Kurt Ueberall* 11/13/24  
SHAHEDI CHANDRABY, R.F.L.S.  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REG. NO. 4008  
Shahedi.Chandrabhy@texasland.com

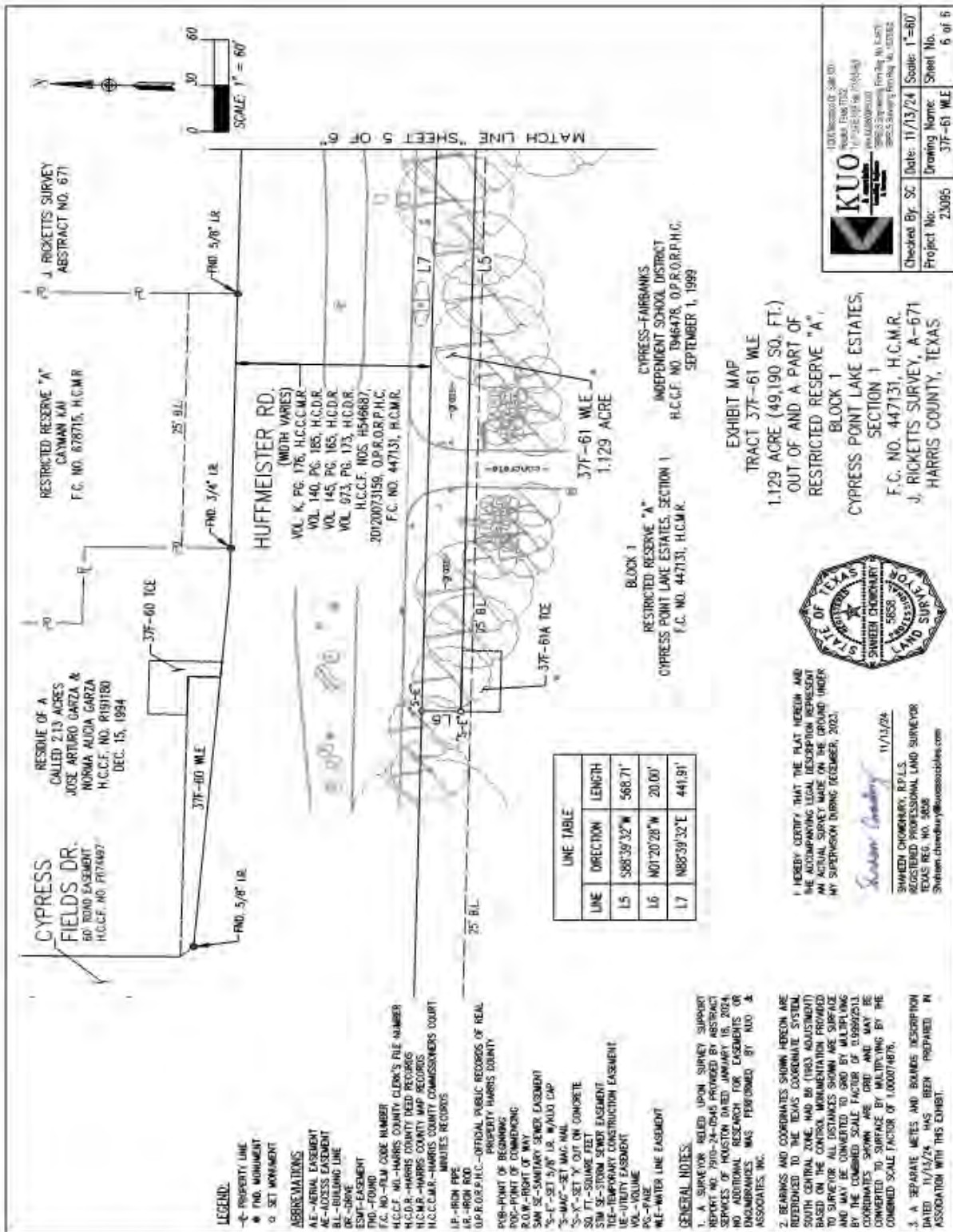
J. RICKETTS SURVEY  
ABSTRACT NO. 671

BLOCK 1  
RESTRICTED RESERVE "A"  
CYPRESS POINT LAKE ESTATES, SECTION 1  
F.C. NO. 447131, H.C.M.R.

(CYPRESS-FAIRBANKS  
INDEPENDENT SCHOOL DISTRICT  
H.C.C.F. NO. 1946478, O.P.-R.O.R.P.H.C.  
SEPTEMBER 1, 1999

- LEGEND:**
- PROPERTY LINE
  - FINO. MONUMENT
  - SET MONUMENT
- ABBREVIATIONS**
- AE-ARRIAL EASEMENT
  - AE-ACCESS EASEMENT
  - BL-BUILDING LINE
  - DR-DRIVE
  - ESMT-EASEMENT
  - FINO-FINON
  - F.C. NO.-FILE CODE NUMBER
  - H.C.C.F. NO.-HARRIS COUNTY CLERK'S FILE NUMBER
  - H.C.C.F.-HARRIS COUNTY DEED RECORDS
  - H.C.C.M.R.-HARRIS COUNTY DEED RECORDS
  - H.C.C.M.R.-HARRIS COUNTY COMMISSIONERS COURT RECORDS
  - IR-IRON PNE
  - IR-IRON ROD
  - O.P.A.O.R.P.H.C.-OPTIONAL PUBLIC RECORDS OF REAL PROPERTY HARRIS COUNTY
  - P.O.B.-POINT OF BEGINNING
  - R.O.W.-RIGHT OF WAY
  - SAN SE-SANITARY SEWER EASEMENT
  - S-E-SET 5/8" I.R. W/ALUM CAP
  - S-MAG-SET MAG NAIL
  - S-X-SET X DIT ON CONCRETE
  - 50, FT-SQUARE FEET
  - STM SE-STORM SEWER EASEMENT
  - TC-TRAILWAY CONSTRUCTION EASEMENT
  - UTILITY EASEMENT
  - VEL-VALVE
  - PE-PAGE
  - WLE-WATER LINE EASEMENT
- GENERAL NOTES:**
- A SURVEYOR BELIEVED UPON SURVEY SUPPORT REPORT NO. 700-24-0546 PROVIDED BY ABSTRACT SERVICES OF HOUSTON DATED JANUARY 18, 2024. ADDITIONAL MEASUREMENTS FOR EASEMENTS OR ENCUMBRANCES WAS PERFORMED BY ACD & ASSOCIATES, INC.
  - BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (1983 ADJUSTMENT) BASED ON THE CONTROL MONUMENTATION PROVIDED TO SURVEYOR. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.99992511. COORDINATES SHOWN ARE GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 1.00007489.
  - A SEPARATE METES AND BOUNDS DESCRIPTION DATED 11/13/24 HAS BEEN PREPARED IN ASSOCIATION WITH THIS EXHIBIT.





**TRACT 37F-61 AE  
NHCRA  
ACCESS EASEMENT (AE)****METES AND BOUNDS OF  
0.0158 ACRE OF LAND SITUATED IN THE  
J. RICKETTS SURVEY, ABSTRACT NO. 671  
HARRIS COUNTY, TEXAS**

Being a 0.0158 acre (690 square feet) tract of land situated in the J. Ricketts Survey, Abstract No. 671, Harris County, Texas, and being out of and a part of Restricted Reserve 'A', Block 1 of Cypress Point Lake Estates, Section 1, a plat recorded under Film Code No. (F.C. No.) 447131 of the Harris County Map Record (H.C.M.R.), and further being described in a General Warranty Deed dated September 1, 1999 conveyed to Cypress-Fairbanks Independent School District recorded under Harris County Clerk's File Number (H.C.C.F. No.) T946478 of the Official Public Records of Real Property Harris County (O.P.R.O.R.P.H.C.), Texas. Said 0.0158 acre of land being more particularly described by metes and bounds as follows with bearings referenced to the Texas Coordinate System of 1983, South Central Zone:

**COMMENCING** at a found 5/8-inch iron rod having the Texas State Plane Coordinates of N: 13,922,925.80 & E: 3,019,909.23 on the west Right-of-Way (R.O.W.) line of Barker Cypress Road (100' R.O.W.) recorded under F.C. No. 447131 of the H.C.M.R. and the common northeast corner of Lot 12, Block 1 of Cypress Point Lake Estates Section One, a plat recorded under F.C. No. 447131 of the H.C.M.R. and the southeast corner of said Restricted Reserve "A";

**THENCE**, North 02° 32' 33" West, along the west R.O.W. line of said Barker Cypress Road, a distance of 457.97 feet to a set 'X' cut on concrete for the **POINT OF BEGINNING** having the Texas State Plane Coordinates of N: 13,923,383.28 & E: 3,019,888.92 at the southeast corner of the herein described parcel;

**THENCE**, North 71° 59' 11" West, departing the west R.O.W. line of said Barker Cypress Road, a distance of 21.36 feet to a 5/8-inch iron rod with cap stamped 'KUO' set for the southwest corner of the herein described parcel;

**THENCE**, North 02° 32' 33" West, a distance of 27.00 feet to a 5/8-inch iron rod with cap stamped 'KUO' set for the northwest corner of the herein described parcel;

**THENCE**, North 66° 54' 06" East, a distance of 21.36 feet to set 'X' cut on concrete for the northeast corner of the herein described parcel, same also being the west R.O.W. line of said Barker Cypress Road;

**THENCE**, South 02° 32' 33" East, along the west R.O.W. line of said Barker Cypress Road, a distance of 42.00 feet to the **POINT OF BEGINNING, CONTAINING** 0.0158 acre (690 square feet) of land.

**NOTES**

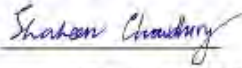
Distances are surface and may be converted to grid by multiplying by the combined scale factor of 0.99992513. Coordinates are grid and may be converted to surface by multiplying by the combined scale factor of 1.000074876.

A separate Exhibit Map Dated 12/06/24 accompanies this Metes & Bounds Description.

TRACT 37F-61 AE CONTINUED

37F-61 AE  
Page No. 2 of 2

Compiled By:

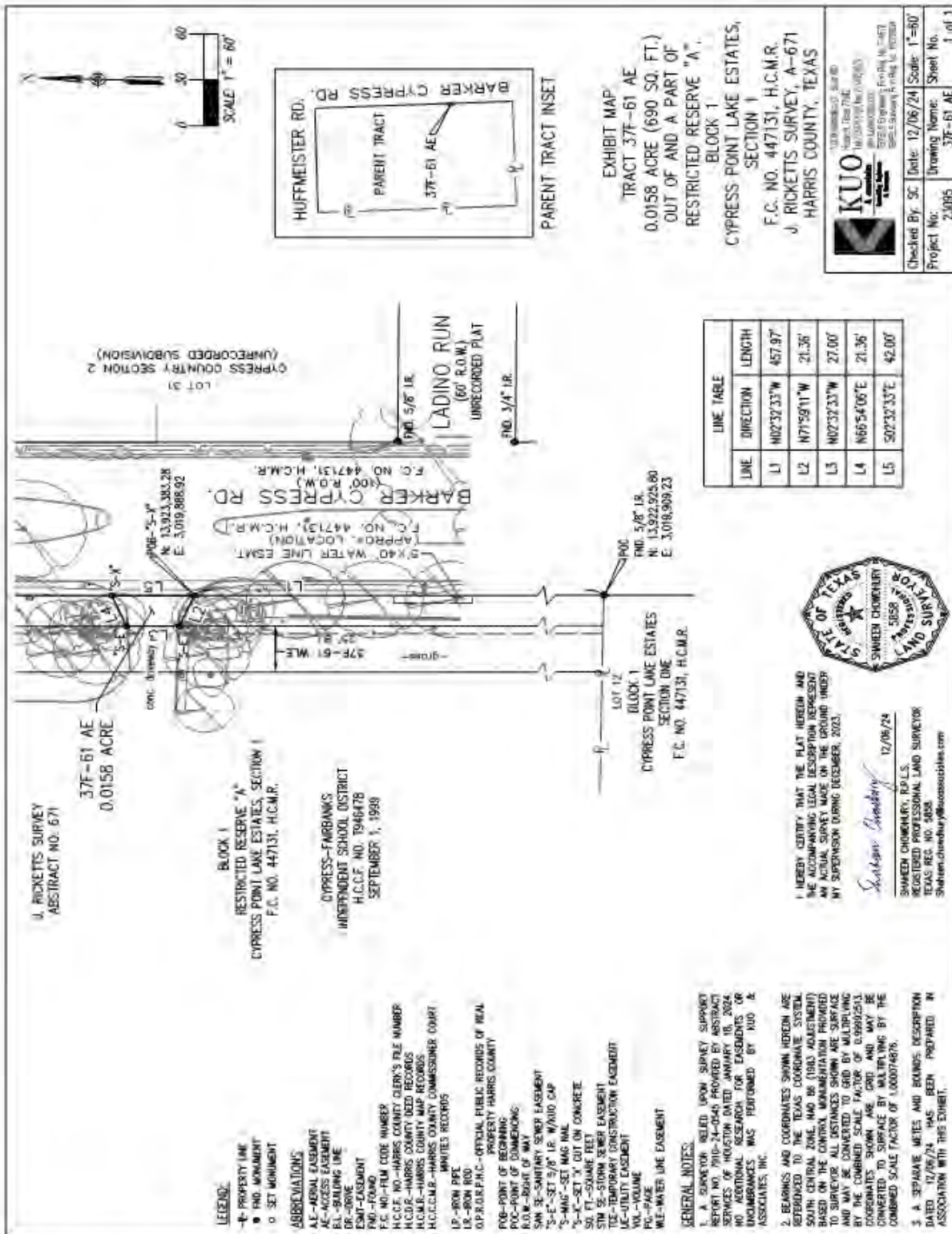


Shaheen Chowdhury, R.P.L.S.  
Registered Professional Land Surveyor  
Texas Reg. No. 5858  
Shaheen.Chowdhury@kuoassociates.com

Kuo & Associates, LLC  
10300 Westoffice Drive, Suite 800  
Houston, TX 77042  
Ph.: (713) 875-8769  
TBPLS Firm Registration No. 10075600

Date: 12/06/24





**TRACT 37F-61A TCE  
NHCRA  
TEMPORARY CONSTRUCTION EASEMENT (TCE)**

**METES AND BOUNDS OF  
0.0184 ACRE OF LAND SITUATED IN THE  
J. RICKETTS SURVEY, ABSTRACT NO. 671  
HARRIS COUNTY, TEXAS**

Being a 0.0184 acre (800 square feet) tract of land situated in the J. Ricketts Survey, Abstract No. 671, Harris County, Texas, and being out of and a part of Restricted Reserve 'A', Block 1 of Cypress Point Lake Estates, Section 1, a plat recorded under Film Code No. (F.C. No.) 447131 of the Harris County Map Record (H.C.M.R.), and further being described in a General Warranty Deed dated September 1, 1999 conveyed to Cypress-Fairbanks Independent School District recorded under Harris County Clerk's File Number (H.C.C.F. No.) T946478 of the Official Public Records of Real Property Harris County (O.P.R.O.R.P.H.C.), Texas. Said 0.0184 acre of land being more particularly described by metes and bounds as follows with bearings referenced to the Texas Coordinate System of 1983, South Central Zone:

**COMMENCING** at a point having the Texas State Plane Coordinates of N: 13,924,187.38 & E: 3,019,667.24, from which a found 5/8-inch iron rod, bears North 48° 00' 31" West, a distance of 1.57 feet, for an angle point in the south line of Huffmeister Road (width varies) recorded under Volume K, Page 176 of the Harris County Commissioners Court Minutes Records (H.C.C.C.M.R.), Volume 140, Page 185, Volume 145, Page 165, Volume 973, Page 173 of the Harris County Deed Records (H.C.D.R.), H.C.C.F. Nos. H546687 and 20120073159 of the O.P.R.O.R.P.H.C. and F.C. No. 447131 of the H.C.M.R., same being the west corner of a called 0.0227 acre tract conveyed to the County of Harris for road easement recorded under H.C.C.F. No. 20120073159 of the O.P.R.O.R.P.H.C.;

**THENCE**, South 88° 39' 32" West, along the south line of said Huffmeister Road, a distance of 401.49 feet to a point;

**THENCE**, South 01° 20' 28" East, departing said common line, a distance of 20.00 feet to the **POINT OF BEGINNING** having the Texas State Plane Coordinates of N: 13,924,157.98 & E: 3,019,265.94 for the northeast corner of the herein described parcel;

**THENCE**, South 01° 20' 28" East, a distance of 20.00 feet to the southeast corner of the herein described parcel;

**THENCE**, South 88° 39' 32" West, a distance of 40.00 feet to the southwest corner of the herein described parcel;

**THENCE**, North 01° 20' 28" West, a distance of 20.00 feet to the northwest corner of the herein described parcel;

**THENCE**, North 88° 39' 32" East, a distance of 40.00 feet to the **POINT OF BEGINNING, CONTAINING** 0.0184 acre (800 square feet) of land.

**NOTES**

Distances are surface and may be converted to grid by multiplying by the combined scale factor of 0.99992513. Coordinates are grid and may be converted to surface by multiplying by the combined scale factor of 1.000074876.

A separate Exhibit Map Dated 12/06/24 accompanies this Metes & Bounds Description.

TRACT 37F-61A TCE CONTINUED

37F-61A TCE  
Page No. 2 of 2

Compiled By:

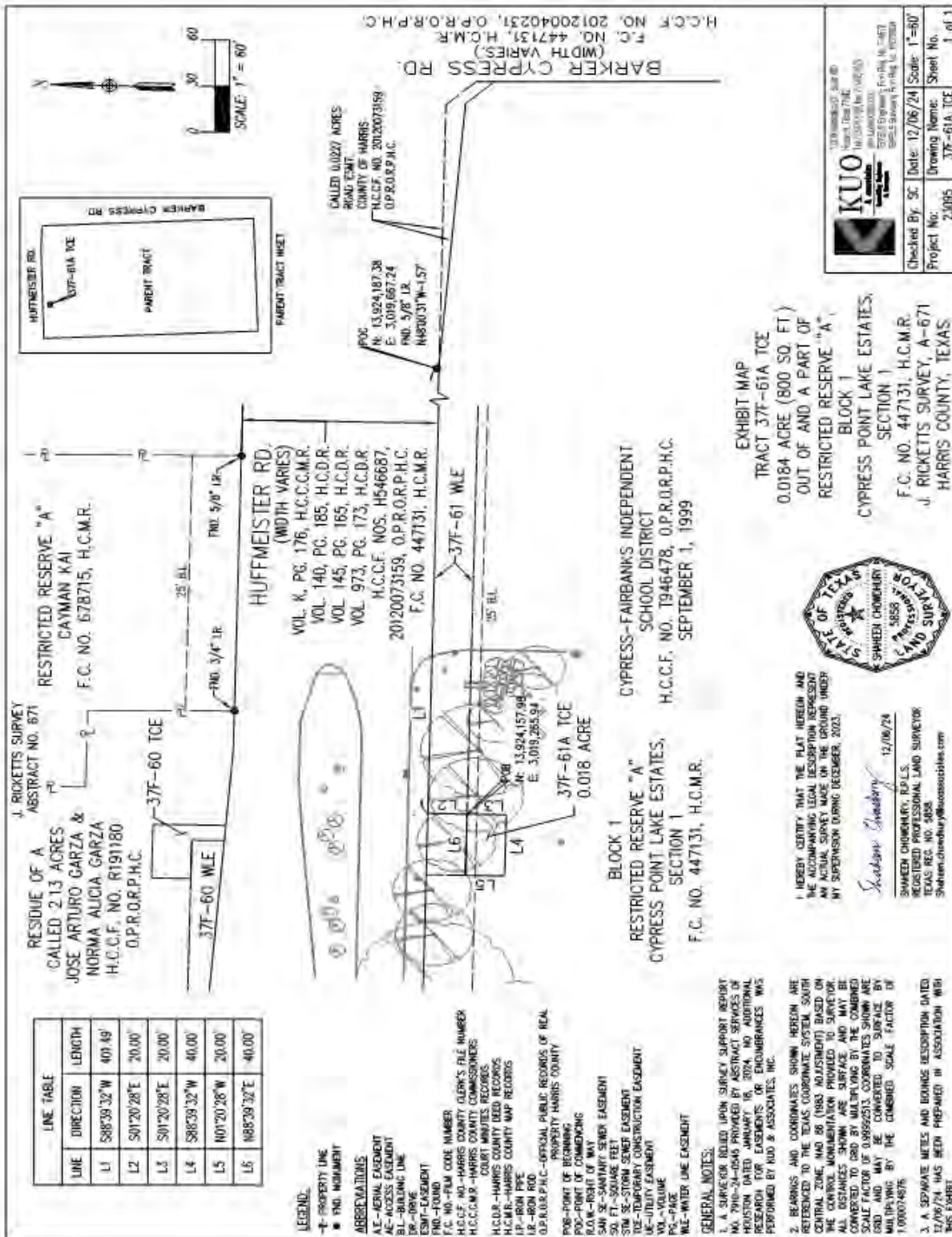
*Shaheen Chowdhury*

Shaheen Chowdhury, R.P.L.S.  
Registered Professional Land Surveyor  
Texas Reg. No. 5858  
Shaheen.Chowdhury@kuoassociates.com

Kuo & Associates, LLC  
10300 Westoffice Drive, Suite 800  
Houston, TX 77042  
Ph.: (713) 975-8769  
TBPLS Firm Registration No. 10075600

Date: 12/06/24





LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S88°39'32"W	401.49'
L2	S01°20'28"E	20.00'
L3	S01°20'28"E	20.00'
L4	S88°39'32"W	40.00'
L5	N01°20'28"W	20.00'
L6	N88°39'32"E	40.00'

**LEGEND:**  
 - PROPERTY LINE  
 • END MONUMENT  
**ABBREVIATIONS:**  
 AE—AERIAL EASEMENT  
 AE—ACCESS EASEMENT  
 BL—BUILDING LINE  
 DR—DRIVE  
 ESMT—EASEMENT  
 FND—FOUND  
 F.C. NO.—FILM CODE NUMBER  
 H.C.C.F. NO.—HARRIS COUNTY CLERK'S FILE NUMBER  
 H.C.C.M.R.—HARRIS COUNTY COMMISSIONERS COURT MINUTES RECORDS  
 H.C.C.D.R.—HARRIS COUNTY DEED RECORDS  
 H.C.C.M.P.—HARRIS COUNTY MAP RECORDS  
 LR—IRON ROD  
 O.P.R.O.R.P.H.C.—OFFICIAL PUBLIC RECORDS OF REAL PROPERTY HARRIS COUNTY  
 P.O.B.—POINT OF BEGINNING  
 P.O.C.—POINT OF COMMENCING  
 R.O.W.—RIGHT OF WAY  
 S&W SE—SANITARY SEWER EASEMENT  
 S.F.—SQUARE FEET  
 STW SE—STORM SEWER EASEMENT  
 TCE—TEMPORARY CONSTRUCTION EASEMENT  
 UE—UTILITY EASEMENT  
 W.P.—WATER PIPE  
 WLE—WATER LINE EASEMENT

**GENERAL NOTES:**  
 1. A SURVEYOR BELIEVED UPON SURVEY SUPPORT RECORD MA 7910-24-0045 PROVIDED BY ABSTRACT SERVICES OF HOUSTON DATED JANUARY 16, 2024. NO ADDITIONAL RESEARCH FOR EASEMENTS OR ENCUMBRANCES WAS PERFORMED BY KUD & ASSOCIATES, INC.  
 2. BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM SOUTH CENTRAL ZONE, AND 66 (1983 ADJUSTMENT) BASED ON THE CONTROL MONUMENTATION PROVIDED TO SURVEYOR. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE ADJUSTED TO CORRECT FOR CURVATURE. HORIZONTAL DISTANCES SHOWN ARE HORIZONTAL DISTANCES. SURFACE AND HORIZONTAL DISTANCES MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 1.000074576.  
 3. A SPW/ATE METES AND BOUNDS DESCRIPTION DATED 12/06/24 HAS BEEN PREPARED IN ASSOCIATION WITH THIS EXHIBIT.

J. RICKETTS SURVEY  
 ABSTRACT NO. 671  
 RESTRICTED RESERVE "A"  
 CAYMAN KAI  
 F.C. NO. 678715, H.C.M.R.  
 JOSE ARTURO GARZA &  
 NORMA ALICIA GARZA  
 H.C.C.F. NO. R191180  
 O.P.R.O.R.P.H.C.  
 37F-60 TCE  
 37F-60 WLE

HUFFMEISTER RD.  
 (WIDTH VARIES)  
 VOL. K, PG. 176, H.C.C.M.R.  
 VOL. 140, PG. 185, H.C.C.D.R.  
 VOL. 145, PG. 165, H.C.C.D.R.  
 VOL. 973, PG. 173, H.C.C.D.R.  
 H.C.C.F. NOS. H546687,  
 20120073159, O.P.R.O.R.P.H.C.  
 F.C. NO. 447131, H.C.M.R.  
 37F-61 WLE

37F-61A TCE  
 0.018 ACRE  
 RESTRICTED RESERVE "A"  
 CYPRESS POINT LAKE ESTATES,  
 SECTION 1  
 F.C. NO. 447131, H.C.M.R.  
 BLOCK 1  
 CYPRESS-FAIRBANKS INDEPENDENT  
 SCHOOL DISTRICT  
 H.C.C.F. NO. T946478, O.P.R.O.R.P.H.C.  
 SEPTEMBER 1, 1999

**EXHIBIT MAP**  
 TRACT 37F-61A TCE  
 0.0184 ACRE (800 SQ. FT.)  
 OUT OF AND A PART OF  
 RESTRICTED RESERVE "A"  
 BLOCK 1  
 CYPRESS POINT LAKE ESTATES,  
 SECTION 1  
 F.C. NO. 447131, H.C.M.R.  
 J. RICKETTS SURVEY, A-671  
 HARRIS COUNTY, TEXAS



I HEREBY CERTIFY THAT THE PLAT HEREON AND THE ACCOMPANYING LEGAL DESCRIPTION REPRESENT AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION DURING DECEMBER, 2023.  
 Shih Chen Chen  
 12/06/24  
 SHIH CHEN CHEN, P.E., P.L.S.  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 TEXAS REG. NO. 3858  
 Shihchen.chen@kudassociates.com

**KUO**  
 March, 1986 F.T.C.  
 10/15/1991 by the F.T.C.  
 2023 Employment Practices Act  
 Equal Opportunity Policy, 10/1/2023

Checked By: SC Date: 12/06/24 Scale: 1"=60'  
 Project No.: 21095 Drawing Name: 37F-61A TCE Sheet No.: 1 of 1

**TRACT 37F-61B TCE  
NHCRWA  
TEMPORARY CONSTRUCTION EASEMENT (TCE)**

**METES AND BOUNDS OF  
0.0128 ACRE OF LAND SITUATED IN THE  
J. RICKETTS SURVEY, ABSTRACT NO. 671  
HARRIS COUNTY, TEXAS**

Being a 0.0128 acre (556 square feet) tract of land situated in the J. Ricketts Survey, Abstract No. 671, Harris County, Texas, and being out of and a part of Restricted Reserve 'A', Block 1 of Cypress Point Lake Estates, Section 1, a plat recorded under Film Code No. (F.C. No.) 447131 of the Harris County Map Record (H.C.M.R.), and further being described in a General Warranty Deed dated September 1, 1999 conveyed to Cypress-Fairbanks Independent School District recorded under Harris County Clerk's File Number (H.C.C.F. No.) T946478 of the Official Public Records of Real Property Harris County (O.P.R.O.R.P.H.C.), Texas. Said 0.0128 acre of land being more particularly described by metes and bounds as follows with bearings referenced to the Texas Coordinate System of 1983, South Central Zone:

**COMMENCING** at a point having the Texas State Plane Coordinates of N: 13,924,187.38 & E: 3,019,667.24, from which a found 5/8-inch iron rod, bears North 48° 00' 31" West, a distance of 1.57 feet, for an angle point in the south line of Huffmeister Road (width varies) recorded under Volume K, Page 176 of the Harris County Commissioners Court Minutes Records (H.C.C.C.M.R.), Volume 140, Page 185, Volume 145, Page 165, Volume 973, Page 173 of the Harris County Deed Records (H.C.D.R.), H.C.C.F. Nos. H546687, 20120073159 of the O.P.R.O.R.P.H.C. and F.C. No. 447131 of the H.C.M.R., same being the west corner of a called 0.0227 acre tract conveyed to the County of Harris for road easement recorded under H.C.C.F. No. 20120073159 of the O.P.R.O.R.P.H.C.;

**THENCE**, South 88° 02' 51" East, along the south line of said Huffmeister Road, a distance of 127.75 feet to a point;

**THENCE**, South 01° 57' 09" West, departing the south line of said Huffmeister Road, a distance of 12.68 feet to the **POINT OF BEGINNING** having the Texas State Plane Coordinates of N: 13,924,170.36 & E: 3,019,794.48 for the northeast corner of the herein described parcel;

**THENCE**, South 47° 32' 33" East, a distance of 13.35 feet to a corner of the herein described parcel;

**THENCE**, South 02° 32' 33" East, a distance of 10.76 feet to a corner of the herein described parcel;

**THENCE**, South 88° 39' 32" West, a distance of 30.00 feet to a corner of the herein described parcel;

**THENCE**, North 02° 32' 33" West, a distance of 20.00 feet to a corner of the herein described parcel;

**THENCE**, North 88° 39' 32" East, a distance of 20.56 feet to the **POINT OF BEGINNING, CONTAINING** 0.0128 acre (556 square feet) of land.

**NOTES**

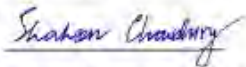
Distances are surface and may be converted to grid by multiplying by the combined scale factor of 0.99992513. Coordinates are grid and may be converted to surface by multiplying by the combined scale factor of 1.000074876.

A separate Exhibit Map Dated 11/13/24 accompanies this Metes & Bounds Description.

TRACT 37F-61B TCE CONTINUED

37F-61B TCE  
Page No. 2 of 2

Compiled By:



Shaheen Chowdhury, R.P.L.S.  
Registered Professional Land Surveyor  
Texas Reg. No. 5858  
Shaheen.Chowdhury@kuoassociates.com

Kuo & Associates, LLC  
10300 Westoffice Drive, Suite 800  
Houston, TX 77042  
Ph.: (713) 975-8769  
TBPLS Firm Registration No. 10075556

Date: 11/13/24





**KUO**  
Kurtz, Uhlir & O'Connell  
Surveyors  
2025 Regulatory Fee Reg. No. 4671  
Equal & Substantive Hearing Fee: 10.000000

Checked By: SC Date: 11/13/24 Scale: 1"=80'  
Project No.: 21095 Drawing Name: 37F-61B TCE Sheet No.: 1 of 1



I HEREBY CERTIFY THAT THE PLAN HEREON AND THE ACCOMPANYING LEGAL DESCRIPTION REPRESENT MY BEST AND TRUE OPINION MADE UNDER MY SUPERVISION DURING OCTOBER, 2023.

*Shaden Chomchay* 11/13/24  
SHADEN CHOMCHAY, R.P.L.S.  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REG. NO. 5858  
Shaden.chomchay@kurtzuhlir.com

## Title Report

**P  
P  
S****POSTLE PROPERTY SERVICES, INC.**5005 RIVERWAY DRIVE • SUITE 210 • HOUSTON, TEXAS 77056  
(713) 843-0821  
Fax: (713) 843-0819  
pps@postlepropertyservices.comTITLE REPORTNHCRWA TRACTS 37F-61 WLE, 37F-61A TCE, 37F-61B TCE, AND 37F-61 AE

SUBDIVISION PLAT = Cypress Point Lakes Estates Section One Subdivision (Film Code No. 447131 HCMR).

RECORD OWNERS = Cypress-Fairbanks Independent School District (T946478).

LIENS = None of Record.

EXISTING EASEMENTS = None of Record.

Note: Included for information purposes within this report is Harris County's "Corner Clip" Easement 20120073159 located at the Southwest Corner of Barker Cypress Road at Huffmeister Road.

RESTRICTIONS

- (1) "Restricted to School Site Use Only" per citation upon the subdivision plat noted hereinabove.
- (2) General Restrictive Matters, including Building Setback Lines Twenty-Five (25) Feet Wide along the West Line of Barker Cypress Road and along the South Line of Huffmeister Road, stated within and illustrated upon the subdivision plat noted hereinabove.
- (3) Restrictive Matters stated by Item 4, Page 2 of the Record Owner's deed noted hereinabove.
- (4) General Restrictive Matters established by Covenants, Conditions, and Restrictions within Declaration U499952.

HCAD "PARENT TRACT" ACCOUNT NUMBER = 1210080010015.

MUD = NWHCMUD No. 10, per HCAD.

ABSTRACTING • RIGHT-OF-WAY CONSULTING • ACQUISITION

**MINERAL ESTATE MATTERS:** Not examined in connection with the preparation of this report; ownership/lessee status not determined.

**DOCUMENTS:** All documents referred to in this report are hyperlinked. The subject tracts' descriptions and plats are also linked here.

**GENERAL NOTE:** This report is neither a guaranty nor a warranty of the subject tracts' title condition. It is for the use and benefit of NORTH HARRIS COUNTY REGIONAL WATER AUTHORITY (NHCRWA), hereby called "Beneficiary", and, it is issued in consideration of a fee paid to POSTLE PROPERTY SERVICES, INC. by said Beneficiary, to whom said fee shall be returned as agreed liquidated damages in the event of errors or omissions herein.

*Jennifer Garcia*

Jennifer Garcia  
April 2, 2024



Cam Postle  
January 6, 2025

## Glossary

Definitions are taken from The Dictionary of Real Estate Appraisal, 7<sup>th</sup> Edition (Dictionary), the Uniform Standards of Professional Appraisal Practice (USPAP), and Building Owners and Managers Association International (BOMA).

### Absolute Net Lease

A lease in which the tenant pays all expenses including structural maintenance, building reserves, and management; often a long-term lease to a credit tenant. (Dictionary)

### Amortization

The process of retiring a debt or recovering a capital investment, typically through scheduled, systematic repayment of the principal; a program of periodic contributions to a sinking fund or debt retirement fund. (Dictionary)

### As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. (Dictionary)

### Base Rent

The minimum rent stipulated in a lease. (Dictionary)

### Base Year

The year on which escalation clauses in a lease are based. (Dictionary)

### Building Common Area

In office buildings, the areas of the building that provide services to building tenants but which are not included in the office area or store area of any specific tenant. These areas may include, but shall not be limited to, main and auxiliary lobbies, atrium spaces at the level of the finished floor, concierge areas or security desks, conference rooms, lounges or vending areas, food service facilities, health or fitness centers, daycare facilities, locker or shower facilities, mail rooms, fire control rooms, fully enclosed courtyards outside the exterior walls, and building core and service areas such as fully enclosed mechanical or equipment rooms. Specifically excluded from building common area are floor common areas, parking space, portions of loading docks outside the building line, and major vertical penetrations. (BOMA)

### Building Rentable Area

The sum of all floor rentable areas. Floor rentable area is the result of subtracting from the gross measured area of a floor the major vertical penetrations on that same floor. It is generally fixed for the life of the building and is rarely affected by changes in corridor size or configuration. (BOMA)

### Certificate of Occupancy (COO)

A formal written acknowledgment by an appropriate unit of local government that a new construction or

renovation project is at the stage where it meets applicable health and safety codes and is ready for commercial or residential occupancy. (Dictionary)

### Common Area Maintenance (CAM)

The expense of operating and maintaining common areas; may or may not include management charges and usually does not include capital expenditures on tenant improvements or other improvements to the property. (Dictionary)

The amount of money charged to tenants for their shares of maintaining a [shopping] center's common area. The charge that a tenant pays for shared services and facilities such as electricity, security, and maintenance of parking lots. Items charged to common area maintenance may include cleaning services, parking lot sweeping and maintenance, snow removal, security, [amenities], and upkeep. (ICSC – International Council of Shopping Centers, 4<sup>th</sup> Ed.)

### Condominium

A multiunit structure, or a unit within such a structure, with a condominium form of ownership. (Dictionary)

### Conservation Easement

An interest in real estate restricting future land use to preservation, conservation, wildlife habitat, or some combination of those uses. A conservation easement may permit farming, timber harvesting, or other uses of a rural nature as well as some types of conservation-oriented development to continue, subject to the easement. (Dictionary)

### Contributory Value

A type of value that reflects the amount a property or component of a property contributes to the value of another asset or to the property as a whole.

The change in the value of a property as a whole, whether positive or negative, resulting from the addition or deletion of a property component. Also called deprival value in some countries. (Dictionary)

### Debt Coverage Ratio (DCR)

The ratio of net operating income to annual debt service (DCR = NOI/Im), which measures the relative ability of a property to meet its debt service out of net operating income; also called *debt service coverage ratio (DSCR)*. A larger *DCR* typically indicates a greater ability for a property to withstand a reduction of income, providing an improved safety margin for a lender. (Dictionary)

### Deed Restriction

A provision written into a deed that limits the use of land. Deed restrictions usually remain in effect when title passes to subsequent owners. (Dictionary)

### Depreciation

- 1) In appraisal, a loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date.
- 2) In accounting, an allocation of the original cost of an asset, amortizing the cost over the asset's life; calculated using a variety of standard techniques. (Dictionary)

### Disposition Value

The most probable price that a specified interest in property should bring under the following conditions:

- Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.
- The property is subjected to market conditions prevailing as of the date of valuation;
- Both the buyer and seller are acting prudently and knowledgeably;
- The seller is under compulsion to sell;
- The buyer is typically motivated;
- Both parties are acting in what they consider to be their best interests;
- An adequate marketing effort will be made during the exposure time;
- Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary)

### Easement

The right to use another's land for a stated purpose. (Dictionary)

### EIFS

Exterior Insulation Finishing System. This is a type of exterior wall cladding system. Sometimes referred to as dry-vit.

### Effective Date

- 1) The date on which the appraisal or review opinion applies. (SVP)
- 2) In a lease document, the date upon which the lease goes into effect. (Dictionary)

### Effective Gross Income (EGI)

The anticipated income from all operations of the real estate after an allowance is made for vacancy and collection losses and an addition is made for any other income. (Dictionary)

### Effective Rent

Total base rent, or minimum rent stipulated in a lease, over the specified lease term minus rent concessions; the rent that is effectively paid by a tenant net of financial concessions provided by a landlord. (TIs). (Dictionary)

### EPDM

Ethylene Propylene Diene Monomer Rubber. A type of synthetic rubber typically used for roof coverings. (Dictionary)

### Escalation Clause

A clause in an agreement that provides for the adjustment of a price or rent based on some event or index. e.g., a provision to increase rent if operating expenses increase; also called *escalator clause*, *expense recovery clause* or *stop clause*. (Dictionary)

### Estoppel Certificate

A signed statement by a party (such as a tenant or a mortgagee) certifying, for another's benefit, that certain facts are correct, such as that a lease exists, that there are no defaults, and that rent is paid to a certain date. (Black's) In real estate, a buyer of rental property typically requests estoppel certificates from existing tenants. Sometimes referred to as an *estoppel letter*. (Dictionary)

### Excess Land

Land that is not needed to serve or support the existing use. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land has the potential to be sold separately and is valued separately. (Dictionary)

### Excess Rent

The amount by which contract rent exceeds market rent at the time of the appraisal; created by a lease favorable to the landlord (lessor) and may reflect unusual management, unknowledgeable or unusually motivated parties, a lease execution in an earlier, stronger rental market, or an agreement of the parties. (Dictionary)

### Expense Stop

A clause in a lease that limits the landlord's expense obligation, which results in the lessee paying operating expenses above a stated level or amount. (Dictionary)

### Exposure Time

- 1) The time a property remains on the market.
- 2) The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. (Dictionary)

### Extraordinary Assumption

An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions. Comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2020-2021 ed. Eff. 2022)

### Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary)

### Floor Common Area

In an office building, the areas on a floor such as washrooms, janitorial closets, electrical rooms, telephone rooms, mechanical rooms, elevator lobbies, and public corridors which are available primarily for the use of tenants on that floor. (BOMA)

### Full Service (Gross) Lease

A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses; also called a *full service lease*. (Dictionary)

### Going-Concern Value

An outdated label for the market value of all the tangible and intangible assets of an established and operating business with an indefinite life, as if sold in aggregate; more accurately termed the *market value of the going concern* or *market value of the total assets of the business*. (Dictionary)

### Gross Building Area (GBA)

- 1) Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved.
- 2) Gross leasable area plus all common areas.

- 3) For residential space, the total area of all floor levels measured from the exterior of the walls and including the superstructure and substructure basement; typically does not include garage space. (Dictionary)

### Gross Measured Area

The total area of a building enclosed by the dominant portion (the portion of the inside finished surface of the permanent outer building wall which is 50 percent or more of the vertical floor-to-ceiling dimension, at the given point being measured as one moves horizontally along the wall), excluding parking areas and loading docks (or portions of same) outside the building line. It is generally not used for leasing purposes and is calculated on a floor by floor basis. (BOMA)

### Gross Up Method

A method of calculating variable operating expenses in income-producing properties when less than 100% occupancy is assumed. Expenses reimbursed based on the amount of occupied space, rather than on the total building area, are described as "grossed up." (Dictionary)

### Gross Retail Sellout

The sum of the separate and distinct market value opinions for each of the units in a condominium, subdivision development, or portfolio of properties, as of the date of valuation. The aggregate of retail values does not represent the value of all the units as though sold together in a single transaction; it is simply the total of the individual market value conclusions. Also called the *aggregate of the retail values*, *aggregate retail selling price* or *sum of the retail values*. (Dictionary)

### Ground Lease

A lease that grants the right to use and occupy land. Improvements made by the ground lessee typically revert to the ground lessor at the end of the lease term. (Dictionary)

### Ground Rent

The rent paid for the right to use and occupy land according to the terms of a ground lease; the portion of the total rent allocated to the underlying land. (Dictionary)

### HVAC

Heating, ventilation, air conditioning (HVAC) system. A unit that regulates the temperature and distribution of heat and fresh air throughout a building. (Dictionary)

### Highest and Best Use

- 1) The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

- 2) The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS)
- 3) [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions) (Dictionary)

### Hypothetical Condition

- 1) A condition that is presumed to be true when it is known to be false. (SVP – Standards of Valuation Practice, effective January 1, 2015)
- 2) A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2020-2021 ed. Eff. 2022) (Dictionary)

### Industrial Gross Lease

A type of modified gross lease of an industrial property in which the landlord and tenant share expenses. The landlord receives stipulated rent and is obligated to pay certain operating expenses, often structural maintenance, insurance and real property taxes, as specified in the lease. There are significant regional and local differences in the use of this term. (Dictionary)

### Insurable Value

A type of value for insurance purposes. (Typically this includes replacement cost less basement excavation, foundation, underground piping and architect's fees). (Dictionary)

### Investment Value

The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. (Dictionary)

### Just Compensation

In condemnation, the amount of loss for which a property owner is compensated when his or her property is taken. Just compensation should put the owner in as good a

position pecuniarily as he or she would have been if the property had not been taken. (Dictionary)

### Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires. (Dictionary)

### Leasehold Interest

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease. (Dictionary)

### Lessee (Tenant)

One who has the right to occupancy and use of the property of another for a period of time according to a lease agreement. (Dictionary)

### Lessor (Landlord)

One who conveys the rights of occupancy and use to others under a lease agreement. (Dictionary)

### Liquidation Value

The most probable price that a specified interest in property should bring under the following conditions:

- Consummation of a sale within a short time period.
- The property is subjected to market conditions prevailing as of the date of valuation.
- Both the buyer and seller are acting prudently and knowledgeably.
- The seller is under extreme compulsion to sell.
- The buyer is typically motivated.
- Both parties are acting in what they consider to be their best interests.
- A normal marketing effort is not possible due to the brief exposure time.
- Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary)

### Loan to Value Ratio (LTV)

The ratio between a mortgage loan and the value of the property pledged as security, usually expressed as a percentage. (Dictionary)

### Major Vertical Penetrations

Stairs, elevator shafts, flues, pipe shafts, vertical ducts, and the like, and their enclosing walls. Atria, lightwells and similar penetrations above the finished floor are included in this definition. Not included, however, are vertical penetrations built for the private use of a tenant occupying office areas on more than one floor. Structural

columns, openings for vertical electric cable or telephone distribution, and openings for plumbing lines are not considered to be major vertical penetrations. (BOMA)

### Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting the conditions and restrictions of a specified lease agreement, including the rental adjustment and revaluation, permitted uses, use restrictions, expense obligations; term, concessions, renewal and purchase options and tenant improvements (TIs). (Dictionary)

### Market Value

The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Dictionary)

### Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of the Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.) (Dictionary)

### Master Lease

A lease in which the fee owner leases a part or the entire property to a single entity (the master lease) in return for a stipulated rent. The master lessee then leases the property to multiple tenants. (Dictionary)

### Modified Gross Lease

A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all, of the property's operating and fixed expenses. Since assignment of expenses varies among modified gross leases, expense responsibility must always be specified. In some markets, a modified gross lease may be called a *double net lease*, *net net lease*, *partial net lease*, or *semi-gross lease*. (Dictionary)

### Operating Expense Ratio

The ratio of total operating expenses to effective gross income (TOE/EGI); the complement of the net income ratio, i.e., OER = 1 – NIR (Dictionary)

### Option

A legal contract, typically purchased for a stated consideration, that permits but does not require the holder of the option (known as the *optionee*) to buy, sell, or lease real estate for a stipulated period of time in accordance with specified terms; a unilateral right to exercise a privilege. (Dictionary)

### Partial Interest

Divided or undivided rights in real estate that represent less than the whole, i.e., a fractional interest such as a tenancy in common, easement, or life interest. (Dictionary)

### Pass Through

A tenant's portion of operating expenses that may be composed of common area maintenance (CAM), real property taxes, property insurance, and any other expenses determined in the lease agreement to be paid by the tenant. (Dictionary)

### Potential Gross Income (PGI)

The total income attributable to property at full occupancy before vacancy and operating expenses are deducted. (Dictionary)

### Prospective Future Value Upon Completion

A prospective market value may be appropriate for the valuation of a property interest related to a credit decision for a proposed development or renovation project. According to USPAP, an appraisal with a prospective market value reflects an effective date that is subsequent to the date of the appraisal report. ... The prospective market value –as completed- reflects the property's market value as of the time that development is expected to be complete. (Dictionary)

### Prospective Future Value Upon Stabilization

A prospective market value may be appropriate for the valuation of a property interest related to a credit decision for a proposed development or renovation project. According to USPAP, an appraisal with a prospective market value reflects an effective date that is subsequent to the date of the appraisal report ...The prospective market value – as stabilized – reflects the property's market value as of the time the property is projected to achieve stabilized occupancy. For an income-producing property, stabilized occupancy is the occupancy level that a property is expected to achieve after the property is exposed to the market for lease over a reasonable period of time and at comparable terms and conditions to other similar properties. (Dictionary)

### Replacement Cost

The estimated cost to construct, at current prices as of a specific date, a substitute for a building or other improvements, using modern materials and current standards, design, and layout. (Dictionary)

### Reproduction Cost

The estimated cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship and embodying all of the deficiencies, superadequacies, and obsolescence of the subject building. (Dictionary)

### Retrospective Value Opinion

A value opinion effective as of a specified historical date. The term *retrospective* does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of

the type of value with this term is appropriate, e.g., "retrospective market value opinion." (Dictionary)

### Sandwich Leasehold Estate

The interest held by the sandwich leaseholder when the property is subleased to another party; a type of leasehold estate. (Dictionary)

### Sublease

An agreement in which the lessee in a prior lease conveys the right of use and occupancy of a property to another, the sublessee, for a specific period of time, which may or may not be coterminous with the underlying lease term. (Dictionary)

### Subordination

A contractual arrangement in which a party with a claim to certain assets agrees to make his or her claim junior, or subordinate, to the claims of another party. (Dictionary)

### Surplus Land

Land that is not currently needed to support the existing use but cannot be separated from the property and sold off for another use. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel. (Dictionary)

### Triple Net (Net Net Net) Lease

An alternative term for a type of net lease. In some markets, a net net net lease is defined as a lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management; also called *NNN lease*, *net net net lease*, or *fully net lease*. (Dictionary)

(The market definition of a triple net lease varies; in some cases tenants pay for items such as roof repairs, parking lot repairs, and other similar items.)

### Usable Area

The measured area of an office area, store area, or building common area on a floor. The total of all the usable areas for a floor shall equal floor usable area of that same floor. (BOMA)

### Value-in-Use

The value of a property assuming a specific use, which may or may not be the property's highest and best use on the effective date of the appraisal. Value in use may or may not be equal to market value but is different conceptually. (Dictionary)

## Qualifications

### Qualifications of Jason M. Mushinski, MAI

#### Senior Managing Director – Right of Way Specialty Practice Group

Valbridge Property Advisors

### *Independent Valuations for a Variable World*

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#### State Certifications

State of Texas  
State of New Mexico  
State of Wyoming

#### Education

Texas A & M University  
Masters Agricultural Business  
B.S. Agricultural Development

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#### Membership/Affiliations:

Member: Appraisal Institute  
Member: International Right of Way Association

#### Appraisal Institute & Related Courses:

##### Business Practices and Ethics

Course 120 Real Estate Appraisal Procedures  
Course 310 Basic Income Procedures  
Course 400 General Market Analysis & Highest and Best Use  
Course 510 Advanced Income Capitalization  
Course 520 Highest and Best Use Market Analyst  
Course 530 Advanced Sales Comparison & Cost Approaches  
Course 540 Report Writing and Valuation Analysis  
Course 550 Advanced Applications  
USPAP Uniform Standards of Professional Appraisal Practice

Eminent Domain Conference - CLE (2006 through 2012, 2017, 2019, 2022)

#### Experience:

##### **Senior Managing Director – Right of Way**

ValbridgePropertyAdvisors (2013-Present)

##### **Managing Director – Right of Way**

The Gerald A. Teel Company, Inc. (8/2003 - 3/2013)

Appraisal/valuation and consulting assignments include: commercial buildings; buildings and shopping centers; general and medical office buildings; industrial buildings; religious and special purpose properties including schools, churches; hotels and motels; residential subdivisions; and vacant industrial, commercial, and residential land.



## Certified General Real Estate Appraiser

Appraiser: **JASON MATTHEW MUSHINSKI**

License #: **TX 1335986 G**

License Expires: **03/31/2026**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title:  
Certified General Real Estate Appraiser

**Chelsea Buchholtz**  
Executive Director

For additional information or to file a complaint please contact TALCB at [www.talcb.texas.gov](http://www.talcb.texas.gov).

## Qualifications of Erin Pechal, MAI

### Senior Appraiser

Valbridge Property Advisors

### *Independent Valuations for a Variable World*

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#### State Certifications

Certified General  
State of Texas  
TX-1338809-G

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#### Education

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Administration – Finance  
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Member: Appraisal Institute – MAI Designation

#### Appraisal Institute & Related Courses

Basic Appraisal Principles  
Basic Appraisal Procedures  
Uniform Standards of Professional Appraisal Practice (USPAP)  
Basic Income Capitalization  
Highest and Best Use and Market Analysis  
Sales Comparison Approach  
Real Estate Finance, Statistics, and Valuation Modeling  
Site Valuation and Cost Approach  
Report Writing and Case Studies  
Apartment Appraisal: Concepts and Applications  
Advanced Income Capitalization  
Attacking & Defending an Appraisal in Litigation  
Advanced Market Analysis and Highest and Best Use  
Advanced Concepts and Case Studies  
Business Practice and Ethics

#### Experience

Senior Appraiser  
Valbridge Property Advisors (2017 – Present)

Appraiser  
Fox Appraisal Company, LLC (2013 – 2017)

Appraiser  
Fox & Bubela, Inc. (2010 – 2013)

Appraiser Trainee  
Allen, Williford & Seale (2006 – 2010)

Appraisal/valuation and consulting experience primarily includes right of way valuation for eminent domain and condemnation purposes. Additional experience includes appraisals for lending purposes and litigation. Property types appraised include general commercial buildings, industrial buildings, special purpose properties and vacant industrial, commercial and residential land located throughout Texas.

## Certified General Real Estate Appraiser

**Appraiser: Erin Rae Pechal**  
**License #: TX 1338809 G**

**License Expires: 07/31/2026**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title:  
**Certified General Real Estate Appraiser**

  
**Chelsea Buchholtz**  
**Executive Director**

For additional information or to file a complaint please contact TALCB at [www.talcb.texas.gov](http://www.talcb.texas.gov).



**Valbridge**  
PROPERTY ADVISORS

## FAST FACTS

### COMPANY INFORMATION

- Valbridge is North America's largest independent commercial appraisal firm.
- Valbridge provides custom appraisal reports in the U.S., Canada, and Puerto Rico.
- Valbridge specializes in appraising all types of real property.
- Valbridge provides independent valuation services. We are NOT owned by a brokerage firm or investment company.
- Every Valbridge office is overseen by a Senior Managing Director who holds the MAI designation of the Appraisal Institute.
- Valbridge is owned by local offices.
- Valbridge welcomes single-property assignments as well as portfolio, multi-market, and other bulk-property engagements.

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(405) 603-1553

### PENNSYLVANIA

150 S. Warner Rd., Ste. 440  
King of Prussia, PA 19406  
(215) 545-1900

4701 Baptist Rd., Ste. 304  
Pittsburgh, PA 15227  
(412) 881-6080

### SOUTH CAROLINA

1250 Fairmont Ave.  
Mt. Pleasant, SC 29464  
(843) 884-1266

11 Cleveland Ct.  
Greenville, SC 29607  
(864) 233-6277

920 Bay St., Ste. 26  
Beaufort, SC 29902  
(843) 884-1266

### TENNESSEE

3500 Ringgold Rd., Ste. 3  
Chattanooga, TN 37412  
(423) 206-2677

213 Fox Rd.  
Knoxville, TN 37922  
(865) 522-2424

756 Ridge Lake Blvd., Ste. 225  
Memphis, TN 38120  
(901) 753-6977

5205 Maryland Way, Ste. 202  
Brentwood, TN 37027  
(615) 369-0670

### TEXAS

901 Mopac Expy. S., Bldg. 1, Ste. 300  
Austin, TX 78746  
(737) 242-8585

10210 North Central Expy., Ste. 115  
Dallas, TX 75231  
(214) 446-1611

974 Campbell Rd., Ste. 204  
Houston, TX 77024  
(713) 467-5858

2731 81st St.  
Lubbock, TX 79423  
(806) 744-1188

9901 IH-10 West, Ste. 1035  
San Antonio, TX 78230  
(210) 227-6229

### UTAH

527 E. Pioneer Rd., Ste. 240  
Draper, UT 84020  
(801) 262-3388

20 North Main St.  
St. George, UT 84770  
(435) 773-6300

321 N. County Blvd., Ste. D  
American Fork, UT 84003  
(801) 492-0000

### VIRGINIA

656 Independence Pkwy., Ste. 220  
Chesapeake, VA 23320  
(757) 410-1222

1231 Alverser Dr.  
Midlothian, VA 23113  
(757) 345-0010

5107 Center St., Ste. 2B  
Williamsburg, VA 23188  
(757) 345-0010

### WASHINGTON

8378 W. Grandridge Blvd., Ste. 110-D  
Kennewick, WA 99336  
(509) 221-1540

324 N. Mullan Rd.  
Spokane Valley, WA 99206  
(509) 747-0999

### WISCONSIN

12660 W. North Ave.  
Brookfield, WI 53005  
(262) 782-7990

NORTH AMERICA'S LARGEST INDEPENDENT COMMERCIAL VALUATION FIRM

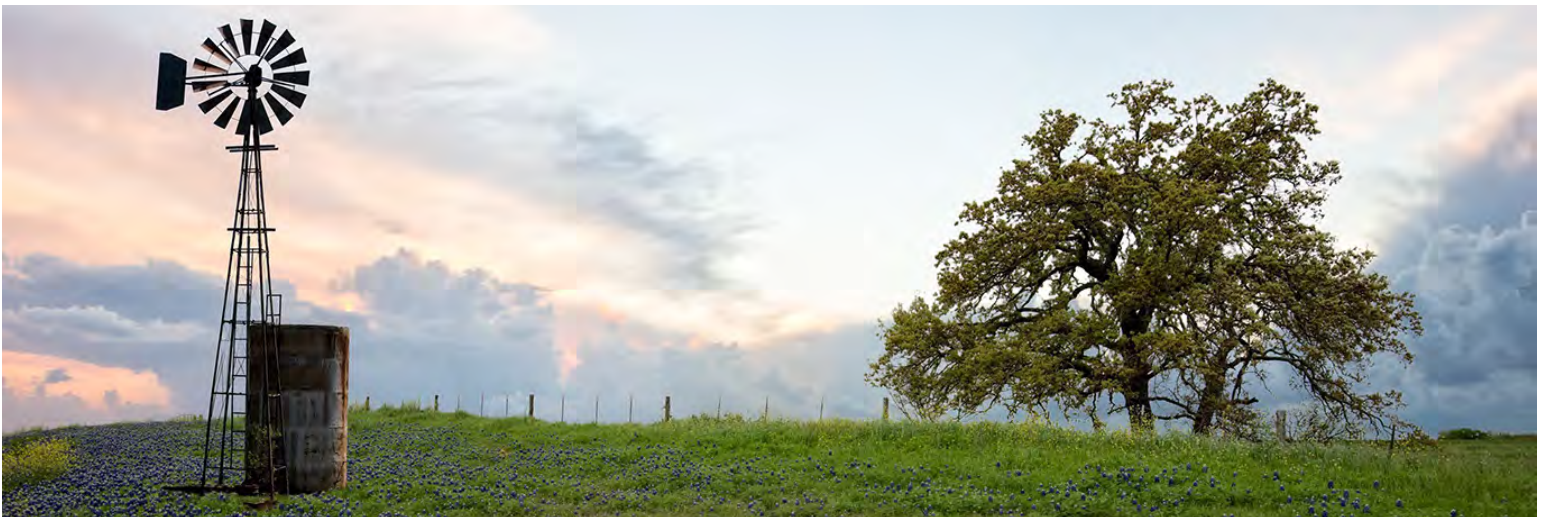


**Valbridge**  
PROPERTY ADVISORS



valbridge.com

## **LANDOWNER'S BILL OF RIGHTS**



THE STATE OF TEXAS

# LANDOWNER'S BILL OF RIGHTS

This Landowner's Bill of Rights applies to any attempt to condemn your property. The contents of this Bill of Rights are set out by the Texas Legislature in Texas Government Code section 402.031 and chapter 21 of the Texas Property Code. Any entity exercising eminent domain authority must provide a copy of this Bill of Rights to you.

1. You are entitled to receive adequate compensation if your property is condemned.
2. Your property can only be condemned for a public use.
3. Your property can only be condemned by a governmental entity or private entity authorized by law to do so.
4. The entity that wants to acquire your property must notify you that it intends to condemn your property.
5. The entity proposing to acquire your property must provide you with a written appraisal from a certified appraiser detailing the adequate compensation you are owed for your property.
6. If you believe that a registered easement or right-of-way agent acting on behalf of the entity that wants to acquire your property has engaged in misconduct, you may file a written complaint with the Texas Real Estate Commission (TREC) under section 1101.205 of the Texas Occupations Code. The complaint should be signed and may include any supporting evidence.
7. The condemning entity must make a bona fide offer to buy the property before it files a lawsuit to condemn the property—meaning the condemning entity must make a good faith offer that conforms with chapter 21 of the Texas Property Code.
8. You may hire an appraiser or other professional to determine the value of your property or to assist you in any condemnation proceeding.
9. You may hire an attorney to negotiate with the condemning entity and to represent you in any legal proceedings involving the condemnation.
10. Before your property is condemned, you are entitled to a hearing before a court-appointed panel of three special commissioners. The special commissioners must determine the amount of compensation the condemning entity owes for condemning your property. The commissioners must also determine what compensation, if any, you are entitled to receive for any reduction in value of your remaining property.
11. If you are unsatisfied with the compensation awarded by the special commissioners, or if you question whether the condemnation of your property was proper, you have the right to a trial by a judge or jury. You may also appeal the trial court's judgment if you are unsatisfied with the result.



# CONDEMNATION PROCEDURE

Eminent domain is the legal authority certain governmental and private entities have to condemn private property for public use in exchange for adequate compensation. Only entities authorized by law to do so may condemn private property. Private property can include land and certain improvements that are on that property.

## WHO CAN I HIRE TO HELP ME?

You can hire an appraiser or real estate professional to help you determine the value of your property as well as an attorney to negotiate with a condemning entity or to represent you during condemnation proceedings.

## WHAT QUALIFIES AS A PUBLIC PURPOSE OR USE?

Your property may be condemned only for a purpose or use that serves the general public. This could include building or expanding roadways, public utilities, parks, universities, and other infrastructure serving the public. Texas law does not allow condemning authorities to exercise eminent domain for tax revenue or economic development.

## WHAT IS ADEQUATE COMPENSATION?

Adequate compensation typically means the market value of the property being condemned. It could also include certain damages if your remaining property's market value is diminished by the condemnation or the public purpose for which it is being condemned.

## OTHER THAN ADEQUATE COMPENSATION, WHAT OTHER COMPENSATION COULD I BE OWED?

If you are displaced from your residence or place of business, you may be entitled to reimbursement for reasonable expenses incurred while moving to a new site. However, reimbursement costs may not be available if those expenses are recoverable under another law. Also, reimbursement costs are capped at the market value of the property.

## WHAT DOES A CONDEMNOR HAVE TO DO BEFORE CONDEMNING MY PROPERTY?

- ◆ Provide you a copy of this Landowner's Bill of Rights before, or at the same time as, the entity first represents that it possesses eminent domain authority. It is also required to send this Landowner's Bill of Rights to the last known

address of the person listed as the property owner on the most recent tax roll at least seven days before making its final offer to acquire the property.

- If the condemnor seeks to condemn a right-of-way easement for a pipeline or electric transmission line and is a private entity, the condemnor must also provide you a copy of the Landowner's Bill of Rights addendum.
- The addendum describes the standard terms required in an instrument conveying property rights (such as a deed transferring title or an easement spelling out the easement rights) and what terms you can negotiate.
- ◆ Make a bona fide offer to purchase the property. This process is described more fully in chapter 21 of the Texas Property Code. A "bona fide offer" involves both an initial written offer as well as a final written offer.
  - The initial written offer must include:
    - » a copy of the Landowner's Bill of Rights and addendum (if applicable);
    - » either a large-font, bold-print statement saying whether the offered compensation includes damages to the remainder of your remaining property or a formal appraisal of the property that identifies any damages to the remaining property (if any);
    - » the conveyance instrument (such as an easement or deed); and
    - » the name and telephone number of an employee, affiliate, or legal representative of the condemning entity.
  - The final written offer must be made at least 30 days after the initial written offer and must include, if not previously provided:
    - » compensation equal to or more than the amount listed in a written, certified appraisal that is provided to you;
    - » copies of the conveyance instrument; and
    - » the Landowner's Bill of Rights.
- ◆ Disclose any appraisal reports. When making its initial offer, the condemning entity must share its appraisal reports that relate to the property from the past 10 years. You have the right to discuss the offer with others and to either accept or reject the offer made by the condemning entity.

### **WHAT IF I DO NOT ACCEPT AN OFFER BY THE CONDEMNING AUTHORITY?**

The condemnor must give you at least 14 days to consider the final offer before filing a lawsuit to condemn your property, which begins the legal condemnation process.

### **HOW DOES THE LEGAL CONDEMNATION PROCESS START?**

The condemnor can start the legal condemnation process by filing a lawsuit to acquire your property in the appropriate court of the county where the property is located. When filing the petition, the condemnor must send you a copy of the petition

by certified mail, return receipt requested, and first class mail. It must also send a copy to your attorney if you are represented by counsel.

### **WHAT DOES THE CONDEMNOR HAVE TO INCLUDE IN THE LAWSUIT FILED WITH THE COURT?**

The lawsuit must describe the property being condemned and state the following: the public use; your name; that you and the condemning entity were unable to agree on the value of the property; that the condemning entity gave you the Landowner's Bill of Rights; and that the condemning entity made a bona fide offer to voluntarily purchase the property from you.

## **SPECIAL COMMISSIONERS' HEARING AND AWARD**

No later than 30 days after the condemning entity files a condemnation lawsuit in court, the judge will appoint three local landowners to serve as special commissioners and two alternates. The judge will promptly give the condemnor a signed order appointing the special commissioners and the condemnor must give you, your lawyer, and other parties a copy of the order by certified mail, return receipt requested. The special commissioners will then schedule a condemnation hearing at the earliest practical time and place and to give you written notice of the hearing.

monetary compensation for the value of the property condemned and the value of any damages to the remaining property. They do not decide whether the condemnation is necessary or if the public use is proper. Further, the special commissioners do not have the power to alter the terms of an easement, reduce the size of the land acquired, or say what access will be allowed to the property during or after the condemnation. The special commissioners also cannot determine who should receive what portion of the compensation they award. Essentially, the special commissioners are empowered only to say how much money the condemnor should pay for the land or rights being acquired.



### **WHAT DO THE SPECIAL COMMISSIONERS DO?**

The special commissioners' job is to decide what amount of money is adequate to compensate you for your property. The special commissioners will hold a hearing where you and other interested parties may introduce evidence. Then the special commissioners will determine the amount of money that is adequate compensation and file their written decision, known as an "Award," in the court with notice to all parties. Once the Award is filed, the condemning entity may take possession and start using the property being condemned, even if one or more parties object to the Award of the special commissioners.

### **WHO CAN BE A SPECIAL COMMISSIONER?**

Special commissioners must be landowners and residents in the county where the condemnation proceeding is filed, and they must take an oath to assess the amount of adequate compensation fairly, impartially, and according to the law.

### **WHAT IF I WANT TO OBJECT TO A SPECIAL COMMISSIONER?**

The judge must provide to the parties the names and contact information of the special commissioners and alternates. Each party will have up to 10 days after the date of the order appointing the special commissioners or 20 days after the date the petition was filed, whichever is later, to strike one of the three special commissioners. If a commissioner is struck, an alternate will serve as a replacement. Another party may strike a special commissioner from the resulting panel within three days after the date the initial strike was filed or the date of the initial strike deadline, whichever is later.

### **ARE THERE LIMITATIONS ON WHAT THE SPECIAL COMMISSIONERS CAN DO?**

Yes. The special commissioners are tasked only with determining

## **WHAT WILL HAPPEN AT THE SPECIAL COMMISSIONERS' HEARING?**

The special commissioners will consider any evidence (such as appraisal reports and witness testimony) on the value of your condemned property, the damages or value added to remaining property that is not being condemned, and the condemning entity's proposed use of the property.

## **WHAT ARE MY RIGHTS AT THE SPECIAL COMMISSIONERS' HEARING?**

You have the right to appear or not appear at the hearing. If you do appear, you can question witnesses or offer your own evidence on the value of the property. The condemning entity must give you all existing appraisal reports regarding your property used to determine an opinion of value at least three days before the hearing. If you intend to use appraisal reports to support your claim about adequate compensation, you must provide them to the condemning entity 10 days after you receive them or three business days before the hearing, whichever is earlier.

## **DO I HAVE TO PAY FOR THE SPECIAL COMMISSIONERS' HEARING?**

If the special commissioners' award is less than or equal to the amount the condemning entity offered to pay before the proceedings began, then you may be financially responsible for the cost of the condemnation proceedings. But, if the award is more than the condemning entity offered to pay before the proceedings began, then the condemning entity will be responsible for the costs.

## **WHAT DOES THE CONDEMNOR NEED TO DO TO TAKE POSSESSION OF THE PROPERTY?**

Once the condemning entity either pays the amount of the award to you or deposits it into the court's registry, the entity may take possession of the property and put the property to public use. Non-governmental condemning authorities may also be required to post bonds in addition to the award amount. You have the right to withdraw funds that are deposited into the registry of the court, but when you withdraw the money, you can no longer challenge whether the eminent domain action is valid—only whether the amount of compensation is adequate.

# **OBJECTING TO THE SPECIAL COMMISSIONERS' AWARD**

If you, the condemning entity, or any other party is unsatisfied with the amount of the award, that party can formally object. The objection must be filed in writing with the court and is due by the first Monday following the 20th day after the clerk gives notice that the commissioners have filed their award with the court. If no party timely objects to the special commissioners' award, the court will adopt the award amount as the final compensation due and issue a final judgment in absence of objection.

## **WHAT HAPPENS AFTER I OBJECT TO THE SPECIAL COMMISSIONERS' AWARD?**

If a party timely objects, the court will hear the case just like other civil lawsuits. Any party who objects to the award has the

right to a trial and can elect whether to have the case decided by a judge or jury.

## **WHO PAYS FOR TRIAL?**

If the verdict amount at trial is greater than the amount of the special commissioners' award, the condemnor may be ordered to pay costs. If the verdict at trial is equal to or less than the amount the condemnor originally offered, you may be ordered to pay costs.

## **IS THE TRIAL VERDICT THE FINAL DECISION?**

Not necessarily. After trial any party may appeal the judgment entered by the court.



## DISMISSAL OF THE CONDEMNATION ACTION

A condemnation action may be dismissed by either the condemning authority itself or on a motion by the landowner.

### WHAT HAPPENS IF THE CONDEMNING AUTHORITY NO LONGER WANTS TO CONDEMN MY PROPERTY?

If a condemning entity decides it no longer needs your condemned property, it can file a motion to dismiss the condemnation proceeding. If the court grants the motion to dismiss, the case is over, and you can recover reasonable and necessary fees for attorneys, appraisers, photographers, and for other expenses up to that date.

### WHAT IF I DO NOT THINK THE CONDEMNING ENTITY HAS THE RIGHT TO CONDEMN MY PROPERTY?

You can challenge the right to condemn your property by filing a motion to dismiss the condemnation proceeding. For example, a landowner could challenge the condemning entity's claim that it seeks to condemn the property for a public use. If

the court grants the landowner's motion, the court may award the landowner reasonable and necessary fees and expenses incurred to that date.

### CAN I GET MY PROPERTY BACK IF IT IS CONDEMNED BUT NEVER PUT TO A PUBLIC USE?

You may have the right to repurchase your property if your property is acquired through eminent domain and:

- ◆ the public use for which the property was acquired is canceled before that property is put to that use,
- ◆ no actual progress is made toward the public use within 10 years, or
- ◆ the property becomes unnecessary for public use within 10 years.

The repurchase price is the price you were paid at the time of the condemnation.

## ADDITIONAL RESOURCES AND ADDENDA

For more information about the procedures, timelines, and requirements outlined in this document, see chapter 21 of the Texas Property Code. An addenda discussing the terms required for an instrument of conveyance under Property Code section 21.0114(c), and the conveyance terms that a property owner may negotiate under Property Code section 21.0114(d), is attached to this statement.

The information in this statement is intended to be a summary of the applicable portions of Texas state law as required by HB 1495, enacted by the 80th Texas Legislature, Regular Session, and HB 2730, enacted by the 87th Texas Legislature, Regular Session. This statement is not legal advice and is not a substitute for legal counsel.



**ARCADIS INC.**  
P.O. Box 891209  
Houston TX 77289 USA  
(281) 286-6605  
**arcadiseducationtx.com**

April 18, 2025

Mr. Jesse Clayburn  
Assistant Superintendent of Facilities & Construction  
Cypress-Fairbanks Independent School District  
11430-B Perry Road  
Houston, Texas 77064

RE: 2025 Sprague MS Windstorm Roof Replacement  
Cypress-Fairbanks Independent School District  
CFISD Project Number: 25-03-5756-R-RFP  
Arcadis Project Number: 202413

Dear Mr. Clayburn,

On Thursday, April 17, 2025, competitive sealed proposals were received in the District's Facilities, Planning, and Construction Conference Room for the 2025 Sprague MS Windstorm Roof Replacement project. One (1) offeror submitted proposals as requested. A tabulation of the proposal results is attached.

A Selection Committee made up of District Administrators and Architects evaluated the proposal immediately following the proposal opening and ranked it based on the selection criteria published in the Instructions to Offerors section of the Contract Documents.

Arcadis recommends to the Cypress-Fairbanks Independent School District Board of Trustees, the acceptance of the Selection Committee's recommendation to select Millennium Project Solutions, Inc., as the Contractor for the 2025 Sprague MS Windstorm Roof Replacement project in the amount of \$1,000,000.00, which represents the base proposal per attached. All parties teamed with Cypress-Fairbanks ISD staff to confirm proposals contained fair and accurate pricing, ensuring the maximum value to the District was achieved.

Millennium Project Solutions, Inc. is a Texas-based General Contractor that has successfully executed numerous construction projects for many school districts in the Texas Gulf Coast area, including several for Cypress-Fairbanks ISD. After discussions with their references, we feel that they are well qualified to execute the requirements of the Contract.

We would like to express our sincere thanks to you and your staff, the Board of Trustees, Dr. Killian and the Cypress-Fairbanks Independent School District for allowing us this opportunity to be part of this important project.

We look forward to a successful partnership with the District and Millennium Project Solutions, Inc. in the construction of the 2025 Sprague MS Windstorm Roof Replacement project.

Sincerely,

Laura J. Carroll, AIA  
Principal

xc: Ms. Shannon Thompson/ Cypress-Fairbanks ISD  
Mr. Dan Grosz/ Cypress-Fairbanks ISD  
Mr. Steven Bryan / Cypress-Fairbanks ISD  
Mr. Bobby Galvan/ Cypress-Fairbanks ISD

Ms. Amy Hayes/ Cypress-Fairbanks ISD  
Mr. Jay McNeil / Arcadis Inc.



**PROPOSAL TABULATION FORM**

**2025 Sprague MS Windstorm Roof Replacement**

*Cypress-Fairbanks Independent School District*

Arcadis Project No. 202413 - CFISD Proposal No. 25-03-5756-R-RFP

Proposal Date: April 17, 2025 at 2:00 pm

	Recommended Proposer
	<b>Millennium Project Solutions, Inc.</b>
Proposal Bond (Section AD)	Yes, 10%
Base Proposal	\$1,000,000.00
Addenda Acknowledged - 1	Yes
<b>PROPOSAL TOTAL</b>	<b>\$1,000,000.00</b>
<b>Proposer Rank</b>	<b>1</b>

Jesse Clayburn  
Assistant Superintendent, Facilities & Construction

**TO:** Dr. Douglas Killian  
The Board of Trustees

**FROM:** Jesse Clayburn

**DATE:** May 5, 2025

**RE: 2025 SPRAGUE MS WINDSTORM ROOF REPLACEMENT  
CYPRESS-FAIRBANKS I.S.D. PROPOSAL NO. 25-03-5756-R-RFP  
CONSTRUCTION CONTRACT AWARD RECOMMENDATION**

The District received a total of one (1) proposal from an interested contractor on Thursday, April 17, 2025, for the above referenced project. Attached you will find the proposal tabulation form summarizing the proposal submitted and a recommendation letter from Texas Arcadis Inc. dated April 18, 2025.

Our department has carefully evaluated the submitted proposal and hereby recommends to the Board of Trustees, to award the construction contract to Millennium Project Solutions, Inc., in the amount of \$1,000,000.00. This recommendation is based upon acceptance of the Base Proposal. Millennium Project Solutions, Inc. has the highest ranking based upon the proposed price and scoring of the published criteria and therefore provides the best value to the District.

The scope of work for this project includes replacement of portions of damaged roofing at Sprague Middle School due to storm damage in May of 2024. 75% of this cost will be reimbursed by FEMA as part of the District's claim from this storm event.

Millennium Project Solutions, Inc. is a Houston, Texas based general contractor that has successfully executed projects for many school districts in the Texas Gulf Coast area, including Cypress-Fairbanks Independent School District.

If you should have any questions, please do not hesitate to call.

cc: Matt Morgan  
Shannon Thompson  
Amy Hayes  
Steven Bryan  
Project File 1.9

# CYPRESS FAIRBANKS

INDEPENDENT SCHOOL DISTRICT

---

**To:** Darin Crawford  
Assistant Superintendent for Support Services

**From:** Suzy Hunter  
Nutrition Services Director

**Date:** April 2, 2025

**Re:** Commercial Spiral Mixer for Nutrition Services  
Contract #25-05-3978

The following bids were received and opened at 1:00 p.m., Friday, March 21, 2025, as advertised and specified in documents concerning **Contract #25-05-3978 Commercial Spiral Mixer for Nutrition Services**. The bids received are located on page 2.

<sup>a</sup> Overall best value to the District.

**Recommendation:** Ace Mart Restaurant Supply

**Estimated Expenditure:** \$169,773.78

**Contract Term:** May 6, 2025 - May 5, 2026

pm

**Line 1 Commercial Spiral Mixer and Specified Accessories**

<u>SUPPLIER</u>	<u>MANUFACTURER/MODEL</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
<b><u>Ace Mart Restaurant Supply</u></b>	<b><u>Univex / SL200RB</u></b>	<b><u>2</u></b>	<b><u>EA</u></b>	<b><u>\$84,886.89</u></b>	<b><u>\$169,773.78</u></b> <sup>a</sup>
Chef's Deal Restaurant Equipment Co.	Univex / SL200RB	2	EA	\$86,880.06	\$173,760.12
Oswalt Restaurant Supply	Univex / SL200RB	2	EA	\$92,363.58	\$184,727.16
Douglas Equipment	Univex / SL200RB	2	EA	\$92,837.18	\$185,674.36
Sam Tell & Son, Inc.	Univex / SL200RB	2	EA	\$95,467.48	\$190,934.96
Mission Restaurant Supply	Univex / SL200RB	2	EA	\$95,737.00	\$191,474.00
Culinary Depot	Univex / SL200RB	2	EA	\$99,658.73	\$199,317.46
Pasco Brokerage, Inc.	Univex / SL200RB	2	EA	\$99,805.00	\$199,610.00
Grady's Foodservice Equipment & Supplies	Univex / SL200RB	2	EA	\$109,150.48	\$218,300.96



**Cypress-Fairbanks Independent School District  
Nutrition Services Department**

11355 Perry Road  
Houston, Texas 77064  
281-897-4543

---

TO: James Briscoe, Director of Procurement Services  
FROM: Suzy Hunter, Nutrition Services Director  
DATE: 4/2/2025  
RE: Commercial Spiral Mixer for Nutrition Services 25-05-3978

---

The purpose of this memo is to explain the evaluation scoring for the Commercial Spiral Mixer for Nutrition Services 25-05-3978 bid. The vendor awarded has the highest scores per line based on the weighted criteria included in the solicitation. The weighted criteria were developed to maintain compliance with the United States Department of Agriculture regulations for federal programs.

Weighted criteria include purchase price, reputation of the vendor and vendor's goods or services, quality of the vendor's goods or services, extent to which the goods or services meet the needs of the District, and any other relevant factors specifically listed in the request for bid or proposal. The evaluating committee was comprised of our own internal procurement professionals and other relevant Nutrition Services staff.

If you have any questions, please contact the Nutrition Services Department.

Sincerely,

A handwritten signature in cursive script that reads "Suzy Hunter".

Suzy Hunter

Nutrition Services Director

# CYPRESS FAIRBANKS

INDEPENDENT SCHOOL DISTRICT

---

**To:** Darin Crawford  
Assistant Superintendent for Support Services

**From:** Suzy Hunter  
Nutrition Services Director

**Date:** April 2, 2025

**Re:** Dough Portioner for Nutrition Services  
Contract #25-05-3977

The following bids were received and opened at 1:00 p.m., Friday, March 21, 2025, as advertised and specified in documents concerning **Contract #25-05-3977 Dough Portioner for Nutrition Services**. The bids received are located on page 2.

<sup>a</sup> Overall best value to the District.

**Recommendation:** Mission Restaurant Supply

**Estimated Expenditure:** \$143,220.00

**Contract Term:** May 6, 2025 - May 5, 2026

**Renewal:** 1 Year

pm

**Line 1 Dough Portioner Robot and Specified Accessories**

<u>SUPPLIER</u>	<u>MANUFACTURER/MODEL</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
<u>Mission Restaurant Supply</u>	<u>Vemag / V500B</u>	<u>1</u>	<u>EA</u>	<u>\$143,220.00</u>	<u>\$143,220.00</u> <sup>a</sup>
Culinary Depot	Vemag / V500B	1	EA	\$149,920.00	\$149,920.00



**Cypress-Fairbanks Independent School  
District**  
**Nutrition Services Department**  
11355 Perry Road  
Houston, Texas 77064  
281-897-4543

---

TO: James Briscoe, Director of Procurement Services  
FROM: Suzy Hunter, Nutrition Services Director  
DATE: 4/2/2025  
RE: Dough Portioner for Nutrition Services 25-05-3977

---

The purpose of this memo is to explain the evaluation scoring for the Dough Portioner for Nutrition Services 25-05-3977 bid. The vendor awarded has the highest scores per line based on the weighted criteria included in the solicitation. The weighted criteria were developed to maintain compliance with the United States Department of Agriculture regulations for federal programs.

Weighted criteria include purchase price, reputation of the vendor and vendor's goods or services, quality of the vendor's goods or services, extent to which the goods or services meet the needs of the District, and any other relevant factors specifically listed in the request for bid or proposal. The evaluating committee was comprised of our own internal procurement professionals and other relevant Nutrition Services staff.

If you have any questions, please contact the Nutrition Services Department.

Sincerely,

A handwritten signature in cursive script that reads "Suzy Hunter".

Suzy Hunter

Nutrition Services Director



To: James Briscoe

From: Amanda Boles

Date: April 15, 2025

Re: Group Basic Term Life & ADD with Employee Assistance Plan (EAP) and Optional Term Life & ADD  
Contract Award Recommendation

---

A Request for Proposal (RFP) was completed by the District's Benefits Broker (HUB) to obtain qualified insurance carriers for Group Basic Term Life & ADD with EAP and Optional Term Life & ADD. The RFP specifications included several required services including matching or improving the current plan of benefits and continuity of coverage for employees and dependents currently covered. Of the eleven bids received, Hartford, Sun Life, The Standard and Voya were the most competitive. To narrow it down to one finalist a Best and Final Offer was sent to these four proposers requesting additional information.

Administration is requesting that the Board approve the bid submitted by The Standard, effective September 1, 2025 and authorize the superintendent or designee to execute agreements/contracts. The Standard has extensive experience with education customers, an excellent reputation for claims and customer service, and an excellent financial rating. The proposal includes a 4-year rate guarantee with a maximum renewal increase of 10% for year 5 based on plan experience. The projected annual cost to the district is expected to be \$259,993 for Group Term Life, AD&D coverage and EAP, which is a decrease of \$279,992 from the current benefit plan year.

Feel free to contact me if you have any questions. Thank you.

Cc: Karen Smith  
Darin Crawford  
Jaime DeCantillon

# RFP Response Summary (finalist) Life A&D with EAP



BASIC LIFE BENEFITS	Voya	The Standard	Sun Life	Hartford	Voya
	Current	Proposed - BAFO	Proposed - BAFO	Proposed - BAFO	Proposed - BAFO
Class Description	ALL Eligible Employees - (15 hours per week)	ALL Eligible Employees - (15 hours per week)	ALL Eligible Employees - (15 hours per week)	ALL Eligible Employees - (15 hours per week)	ALL Eligible Employees - (15 hours per week)
Definition of Earnings	Not Considered for Coverage	Not Considered for Coverage	Not Considered for Coverage	Not Considered for Coverage	Not Considered for Coverage
Basic Life Schedule	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Guarantee Issue Amount	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Age Reduction Schedule	to 65% at age 65; to 50% at age 70	65% at age 65; 50% at age 70	to 65% at age 65; to 50% at age 70	to 65% at age 65; to 50% at age 70	to 65% at age 65; to 50% at age 70
Terminates at Retirement	Yes	Yes	Yes	Yes	Yes
Waiver of Premium	Totally Disabled Prior to Age 65, To Age 70	Totally Disabled Prior to Age 65, To Age 70	Totally Disabled Prior to Age 65, To Age 70	Totally Disabled Prior to Age 65, To Age 70	Totally Disabled Prior to Age 65, To Age 70
Waiver of Premium Trigger	9 Months of Total Disability	6 Months of Total Disability	6 Months of Total Disability	9 Months of Total Disability	9 Months of Total Disability
Accelerated Death Benefit	75% to a Maximum Benefit of \$500,000	80% to a Maximum Benefit of \$500,000	75% to a Maximum Benefit of \$500,000	75% to a Maximum Benefit of \$500,000	75% to a Maximum Benefit of \$500,000
Conversion	Included	Included	Included	Included	Included
Portability	Included	Included	Included	Included	Included
BASIC AD&D BENEFITS	Voya	The Standard	Sun Life	Hartford	Voya
Class Description	ALL Eligible Employees - (15 hours per week)	ALL Eligible Employees - (15 hours per week)	ALL Eligible Employees - (15 hours per week)	ALL Eligible Employees - (15 hours per week)	ALL Eligible Employees - (15 hours per week)
Definition of Earnings	Not Considered for Coverage	Not Considered for Coverage	Not Considered for Coverage	Not Considered for Coverage	Not Considered for Coverage
Basic AD&D Schedule	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Maximum Benefit	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Age Reduction Schedule	to 65% at age 65; to 50% at age 70	65% at age 65; 50% at age 70	to 65% at age 65; to 50% at age 70	to 65% at age 65; to 50% at age 70	to 65% at age 65; to 50% at age 70
Child Care	5% to \$10,000 Annual for all children	up to \$5,000 per year, not to exceed \$10,000 or 25% of the AD&D benefit, whichever is less.	5% annually to \$10,000 for all children	5% to a Maximum Benefit of \$750 per Month	5% annually to \$10,000 for all children
Spouse and Child Education	5% up to a total \$3,000 per year for 4 Years	up to \$5,000 per year, not to exceed \$20,000 or 25% of the AD&D benefit, whichever is less.	5% up to a total \$3,000 per year for 4 Years	5% up to a total \$3,000 per year for 4 Years	5% up to a total \$3,000 per year for 4 Years
Safety Belt Use	10% to \$10,000 Max	10% to \$10,000 Max	10% to \$10,000 Max	10% to \$10,000 Max	10% to \$10,000 Max
Airbag Use	5% to \$5,000 Max	5% to \$5,000 Max	5% to \$5,000 Max	5% to \$5,000 Max	5% to \$5,000 Max
Transportation/Repatriation	2% to \$2,000	10% to \$5,000 Max	2% to \$2,000	2% to \$2,000	2% to \$2,000
Business Travel	20% to \$20,000 Max	\$200,000 or 100% of AD&D Benefit	20% to \$20,000 Max	20% to \$20,000 Max	20% to \$20,000 Max
Occupational Assault	100% to \$10,000	\$25,000 or 50% of AD&D Benefit	100% to \$10,000	100% to \$10,000	100% to \$10,000
Bereavement Counseling	Included in EAP	Included in the EAP	Included in EAP	Included in EAP	Included in EAP
Employee Assistance Plan (EAP)	3 Face-to-Face Visits (additional cost \$0.33 PEPM)	3 Face-to-Face Visits (included)	3 Face-to-Face Visits (included)	3 Face-to-Face Visits (included)	3 Face-to-Face Visits (included)

# RFP Response Summary (finalist) Life A&D with EAP (cont.)



BASIC LIFE AD&D PREMIUMS	Voya	The Standard	Sun Life	Hartford	Voya
FINANCIALS	Current	Proposed - BAFO	Proposed - BAFO	Proposed - BAFO	Proposed - BAFO
Total Volume of Coverage	\$555,540,000	\$555,540,000	\$555,540,000	\$555,540,000	\$555,540,000
EE Rate (per \$1,000) - Life	\$0.055	\$0.025	\$0.030	\$0.035	\$0.055
EE Rate (per \$1,000) - AD&D	\$0.015	\$0.014	\$0.010	\$0.010	\$0.015
Monthly Premium - Life	\$38,888	\$21,666	\$22,222	\$24,999	\$38,888
Annual Premium - Life	\$466,654	\$259,993	\$266,659	\$299,992	\$466,654
Annual Premium - EAP	\$73,331	included	included	included	included
Total Annual Premium	<b>\$539,985</b>	<b>\$259,993</b>	<b>\$266,659</b>	<b>\$299,992</b>	<b>\$466,654</b>
\$ Change from Current	N/A	(\$279,992)	(\$273,326)	(\$239,993)	(\$73,331)
% Change from Current	N/A	-51.85%	-50.62%	-44.44%	-13.58%
<b>Operational Details</b>					
Number of Covered Employees	18,518	18,518	18,518	18,518	18,518
Employer Contribution Requirement	100%	100%	100%	100%	100%
Participation Requirement	100%	100%	100%	100%	100%
Actively at Work Provision	Yes	Yes	Yes	Yes	Yes
Actively at Work Takeover Provision	Not Applicable	Continuity of Coverage Included	Continuity of Coverage Included	Continuity of Coverage Included	Not Applicable
Effective Date of Coverage	9/1/2023	9/1/2025	9/1/2025	9/1/2025	9/1/2025
Premium Rate Guarantee Period	N/A	4 years with max renewal increase of +10% year 5	5 Years	5 Years	5 Years
Carrier AM Best Financial Rating	A (Excellent)	A (Excellent)	A+ Superior	A+ Superior	A (Excellent)

Note: This is a brief summary and not intended to be a contract.

# CYPRESS FAIRBANKS

INDEPENDENT SCHOOL DISTRICT

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**To:** Darin Crawford  
Assistant Superintendent for Support Services

**From:** Suzy Hunter  
Nutrition Services Director

**Date:** April 2, 2025

**Re:** Refrigerated Truck for Nutrition Services  
Contract #25-05-3072

The following bids were received and opened at 1:00 p.m., Friday, March 21, 2025, as advertised and specified in documents concerning **Contract #25-05-3072 Refrigerated Truck for Nutrition Services**. The bids received are located on page 2.

<sup>a</sup> Overall best value to the District.

**Recommendation:** Holt Truck Centers of Texas, LLC

**Estimated Expenditure:** \$642,453.00

**Contract Term:** May 6, 2025 - May 5, 2026

**Renewal:** 2 Years

pm

**Line 1 Refrigerated Tandem Cargo Truck - 64000 GVWR**

Day cab, diesel engine, automatic transmission, 6x4 axle configuration, dual air brake system, air suspension driver seat, air conditioning, right side hood mounted mirror, LED rear camera, spare tire/wheel, Color: White.

Cargo box 30'-0" length, insulated cargo box, aluminum HD cargo floor with run channel covered, two rows of interior ties series "e" track, aluminum exterior panels, insulated roll up rear door, led lighting in box, glassboard inside box.

Refrigeration unit to maintain frozen delivery route for 8 hour shift.

Power rail liftgate 72"x 85" ramp, steel platform. Capacity 5,500 lbs. Galvanized finish. Flashing platform lights. Include car stop, slide pads and reverse camera.

<u>SUPPLIER</u>	<u>MANUFACTURER</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
<b>Holt Truck Centers of Texas, LLC</b>	<b>International / Hercules / Thermo King / Maxon</b>	<b>3</b>	<b>EA</b>	<b>\$214,151.00</b>	<b>\$642,453.00</b> <sup>a</sup>
Holt Truck Centers of Texas, LLC	International / Morgan / Thermo King / Waltco	3	EA	\$224,239.00	\$672,717.00
Southwest International Trucks Inc.	International / Morgan / Thermo King / Waltco	3	EA	\$231,885.12	\$695,655.36



**Cypress-Fairbanks Independent School District  
Nutrition Services Department**

11355 Perry Road  
Houston, Texas 77064  
281-897-4543

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TO: James Briscoe, Director of Procurement Services  
FROM: Suzy Hunter, Nutrition Services Director  
DATE: 4/2/2025  
RE: Refrigerated Truck for Nutrition Services 25-05-3072

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The purpose of this memo is to explain the evaluation scoring for the Refrigerated Truck for Nutrition Services 25-05-3072 bid. The vendor awarded has the highest scores per line based on the weighted criteria included in the solicitation. The weighted criteria were developed to maintain compliance with the United States Department of Agriculture regulations for federal programs.

Weighted criteria include purchase price, reputation of the vendor and vendor's goods or services, quality of the vendor's goods or services, extent to which the goods or services meet the needs of the District, and any other relevant factors specifically listed in the request for bid or proposal. The evaluating committee was comprised of our own internal procurement professionals and other relevant Nutrition Services staff.

If you have any questions, please contact the Nutrition Services Department.

Sincerely,

A handwritten signature in cursive script that reads "Suzy Hunter".

Suzy Hunter

Nutrition Services Director

# CYPRESS FAIRBANKS

INDEPENDENT SCHOOL DISTRICT

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**To:** Darin Crawford  
Assistant Superintendent for Support Services

**From:** James Briscoe  
Director of Procurement Services

**Date:** April 17, 2025

**Re:** Special Education Bus Purchase  
Annual Contract #24-07-1010

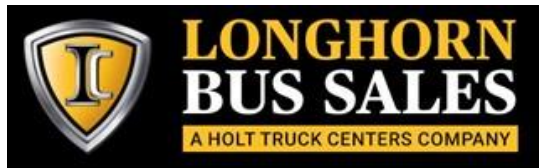
The following quotes were received for the purchase of 14-passenger, Type A, non-CDL school buses to accommodate the growth in our special education and McKinney-Vento student populations. This procurement is being made under BuyBoard Contract #24-07-1010, which satisfies all competitive purchasing requirements.

Vendor	Quantity	Unit Price	Total Cost	BuyBoard Fee	Grand Total
Longhorn Bus Sales	4	\$107,250	\$429,000	\$800	\$429,800
Rush Truck Centers	3	\$107,770	\$323,310	\$800	\$324,110
<b>Total</b>	<b>7</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>\$753,910</b>

**Recommendation:** Longhorn Bus Sales and Rush Truck Center

**Estimated Expenditure:** \$753,910.00

**JB**



CONFIG DESCR CL9-DH400-F211G  
 CONFIG REVISION 14P SCH BUS FORD  
 CONFIG REV DATE 25MY FORD 11.5K E Series  
 ORDER QTY 4  
 DIST NAME LONGHORN BUS SALES  
 DIST CONTACT TRACE HEIDER  
 DIST PO NUMBER 24-000  
 DIST SHIP CITY CB231408  
 CUST NAME CY-FAIR ISD

- QTY DESCRIPTION
- 1 FULL WIDTH BLACK END CAPS
  - 1 BATTERY UPGRADE FORD 850CCA
  - 1 PRICE SCHEDULE COL 08/07/2023
  - 1 Payment Terms Net 10 Days, +1 percent per month end on past due
  - 1 Spec, FMVSS "School Bus" >10,000# GVWR, driver plus 10 or more passengers (wheelchair positions counted as 4 passengers), may be used to transport students to or from school.
  - 1 Core components, DRW high headroom model 4 section. Standard floor (with wheelwells), 76" interior headroom, 25"X78" entrance door, 96" overall width, all-galvanized-steel construction, 2014.
  - 1 Chassis Ford-US/2025/DRW 138 E350/7.3Eco/11500/White/AC/Tilt/Cruise/Drivers Seat Standard/ALT. STD/OEM RADIO/Standard Differential/White Wheels/Black Bumper/Fast Idle/No Block Heater/No Spare Tire/No Speed Governor/Standard Battery
  - 1 A/C 70K ACT dual compressor, 2 fan, CS-2 skirt mount condenser, dash & EV20 in-wall evaporator, Ford 7.3G.
  - 1 Battery tie-in for Ford gas units with no battery box.
  - 1 Bumper 10" x 3/16 galvaneal steel channel DRW, wrap around extending forward at least 12" with protecting end caps, for use with exhaust pipe routed under the bumper or to the side.
  - 1 Bumper Brace to attach to frame side, DH 400/500 and DE/DH 416 models, all Gas and Diesel exhaust systems.
  - 1 Fuel system protection and preparation for Ford gas standard or elevated floor 138"/158"WB DRW
  - 1 Windshield Gradient Tint Top Of Windshield Ford
  - 1 Door, entrance, black aluminum frame with full-length laminated AS2 glass for SH/DH units
  - 1 Door entrance control, electric mechanism above door header, for glass doors, driver control panel mounted in doghouse, with manual cable-release. (NY State Spec)
  - 1 Rear egress door, RH (curbside) hinge, Steel construction, select glass rear door upper/lower separately.
  - 1 Rear door hinge continuous stainless steel
  - 1 Rear Door Latch single latch at center of door, with interior red handle and exterior web style non-hitching handle.
  - 1 Core electrical items for Ford School buses except Transit. Includes Elect. Board, switch panel, buzzer, domes, step lights, and main harness
  - 1 Backup-alarm 112dBA that is activated upon placing the bus in reverse gear, wired through the ignition.
  - 1 Switch for heater & fan shutdown, quickly limits interior noise, includes AM/FM radio, heater, defroster, and A/C. Does not affect windshield wipers.
  - 1 Switch, external open/close control for electric door
  - 1 Child alert system with dome lights; armed by ignition; after ignition off, an audible alert signals driver to check bus; horn will sound after 8 seconds if not disarmed or ignition not in on position; to disarm, ignition on and push button on rear wall f
  - 1 Backup camera safety system with 7" Monitor in the rearview mirror. Rosco
  - 1 Ford 400 exhaust under the rear bumper gasoline
  - 1 Endcaps fiberglass front and rear exterior for use with school bus warning lights on DH units
  - 1 Exterior steel rear corner skins left and right, dripail and below emergency exit rear door for DH units
  - 1 Exterior aluminum left and right roof skins for DRW 400 (4section) units
  - 1 Exterior steel left and right side skins, behind and above driver skins for DH 400 (4section) units
  - 1 Skirts, steel below body panels for std floor SL408
  - 1 No Storage/ No Battery Box, steel skirt
  - 1 Mud Flaps Rear DH
  - 1 Flooring black rubber, 1/8" smooth rubber under seats, 3/16" ribbed center aisle rubber 15" wide.
  - 1 Flooring step treads, DRW standard and elevated floor models, black pebble tread with integral white pebble nosing.
  - 1 Plywood subfloor for DH400 units, 1/2" thick
  - 1 Add aluminum aisle trim to bus. Covers seam between under seat rubber and aisle rubber.
  - 1 Cover tops and sides of interior wheel well with black elastomer trim cover, fits dual rear wheel wheelwells
  - 1 Heater 60K floor mount for Ford units placed IN RIGHT HAND REAR CORNER OF BUS, for gas engines, includes 2 shutoff valves, BLEEDER VALVE
  - 1 Heater shut off valve, cable operated with cable operator located on the dash, use with Ford units only.
  - 1 Interior panels below window, embossed aluminum, standard floor 400 units.
  - 1 Interior Panels Rear Wall DRW with Exit Door, with AC cutout.
  - 1 Interior panels upper, smooth aluminum painted white for DRW 400 units.
  - 1 Grabrail 42" long 1 1/4 dia. stainless, mounted left of entry on RH barrier, designed to prevent entanglement (Passes NHSTA string and nut test)
  - 1 Grabrail 30" long 1 1/4 dia. stainless, mounted right of entry, designed to prevent entanglement (Passes NHSTA string and nut test)
  - 1 Mirror interior clear view back bonded glass, rounded corners and protected edges, 6 x 16 flat. Installed above drivers head on front bulkhead. Interior mirror providing the driver a clear view of interior and rear exit door.

- 1 Vandal lock for Ford E-S, permits manual lock of rear emergency door from inside while bus not in use, with buzzer and visual indicator on panel. Engine will not start until lock is disengaged, warning buzzer will activate to alert driver lock is engaged.
- 1 Interior addition driver cup holder, mounted to center console at driver RH below switch panel.
- 1 Insulation in roof bow cavities and side wall cavities
- 1 Brake/tail LED lights flange/screw mounted flush with separate license plate light, (2) 4". Required for TX.
- 1 brake/tail lights, 2- 7" LED type
- 1 Clearance lights LED type; row of three red lights on rear of bus and single reds on left & right rear, row of three amber lights on front of bus with single ambers on left and right front sides. Lights are low profile grommet mount.
- 1 Four domeights are powered through the ignition, will only function when ignition is turned on and dome light switch is on.
- 1 Drivers dome light tied to OEM drivers door open circuit, comes on when drivers door is open, will time itself out when door is shut.
- 1 Lamps, turn signal amber LED rear 7"
- 1 Reverse LED lights flange/screw mounted flush, (2) 4". Required for TX.
- 1 Lights, stepwell lights are wired ignition hot and are illuminated whenever the DOD is opened.
- 1 Strobe light, roof mounted, low profile, dual flash, with switch. Power off ignition. Strobe located 1' from rear of bus.
- 1 Warning lights, LED, four red & four amber 7" surface mounted, Note: if light monitor option required use LED sensitive monitor
- 1 Warning light system, 8 light, non-sequential, wired through battery, Master switch, Warning Start switch.
- 1 Warning lights are wired for strobing when activated.
- 1 Black Housing ADA Light, exterior located near lower edge of DOD. Comes on when DOD opens, or stepwell lights are on.
- 1 Dimmer switch for electrical control box lighted switches.
- 1 Dome light, additional above driver seat in ABS. Operated by existing passenger area dome switch.
- 1 Remote Heated Rearview and Crossview mirror system w/ black bracketry for Ford DRW buses. ROSCO AccuStyle 8"x15" dual Rearview mirror incl. 7"x9.5" flat and 7"x4" convex mirror glass, with Heated EyeMax LP Crossview mirrors.
- 1 Headknockers to comply with FMVSS 222; foam pads covered with gray fire block upholstery.
- 1 Pad over driver door covered with gray fire block upholstery.
- 1 Paint body exterior yellow, Ford DH/DE buses.
- 1 Paint Wheels Black (Outer only, does not include inner duals or spare.)
- 1 Paint scheme with black borders around warning lights and black extending the full width of front and rear caps (except SL, SH, LH units around lights only). Endcap areas around black gelcoat regions are painted body color.
- 1 Radio, OEM supplied, 4 speakers. Provides tie-in harness to main chassis.
- 1 Rubrails, floor level side rubrails , 4.6" tall X 16 ga steel.
- 1 Rubrails, seat level side rubrails that wrap around the rear of the bus to the emergency door, 4.6" tall X 16 ga steel.
- 1 Rubrails, window level side rubrails , 4.6" tall X 16 ga steel.-
- 1 Skirt level rubrails, for use with 400 models
- 4 Rubrails painted black color.
- 1 Triangle warning reflectors (set of three), with clamp style mount to allow TWR in case to be removed.
- 1 Fire extinguisher, 5 lb., 3A 40BC with 10' hose and nozzle,, may only be mounted near entrance door.
- 1 Seat belt cutter, loaded loose in driver compartment.
- 1 Body fluids kit for TX
- 1 First aid kit 24 Unit for TX
- 1 Barrier, 37" left hand high back with medium gray fire block upholstery, IMMI, leg at 27" position.
- 1 Barrier, 37" right hand high back with medium gray fire block upholstery, no welting, IMMI, leg at 27" position.
- 3 Seat, 36" left hand, IMMI SABRE two passenger with 3 point belts, with medium gray fireblock vinyl upholstery, no welting. Leg at 27" position.
- 3 Seat spacing LH 28in hip/knee, maximum allowable to meet FMVSS 222 (school bus certification).
- 4 Seat, 36" right hand, IMMI SABRE two passenger with 3 point belts, with medium grey fireblock vinyl upholstery, no welting. Leg at 27" position.
- 4 Seat spacing RH 26in hip/knee.
- 7 Seat mounting hardware floor mount seats, required for each non-track-mount seat
- 1 Decal 8" tall black lettering "SCHOOL BUS", placed on both sides of bus, yellow reflective background, includes both LH and RH side.
- 1 Tape, reflective two inch yellow, outline sides/rear of DH/DE units
- 1 Endcap signage "SCHOOL BUS" decals 8" high black letters with 1" stroke on yellow reflective background, includes front and rear.
- 1 Signage, identification, "Collins"
- 1 Certification plate made of engraved metal located in drivers compartment.
- 1 Additional information added to Certification Label "TX-##" where ## is the specification year the bus was build under, TX spec.
- 1 Additional information added to Certification Label "Maximum Design Capacity #", WA/OR spec.
- 1 Std ext. decal 2" tall "EMERGENCY DOOR" in black/arrow in black. Std int. decal 2" tall "EMERGENCY EXIT" in black/arrow red
- 1 Stop Arm, EG Decal, WG, Incandescent Specialty 7500 - METAL
- 1 Auxiliary fan two-speed, right side over windshield.
- 1 Roof vent, static with non-closeable control grille.
- 1 Roof Hatch Transpec Low Profile Standard Safety Vent II Model 1975, 1" White Tape on Ext. Perimeter, Activate Buzzer when Opened w/ Ignition on, Emergency Exit Decals, Operating Instructions, Interior & Exterior Handles, Not Approved for Canada
- 1 Window Transition Ford glass, AS2 laminated clear glass
- 1 Windows Rear Body with Rubber Mounted AS3 Laminated 28% Tinted Glass
- 1 Window Rear Door Lower Rubber Mounted AS3 Laminated 28% Tinted Glass
- 1 Window Rear Door Upper Rubber Mounted AS3 Laminated 28% Tinted Glass
- 8 Window Split Sash 36" with AS3 Laminated 28% Tinted Glass, providing an unobstructed 12 x 28 opening when upper sash is lowered.
- 1 Window Split Sash 36" RH and LH Vertical Egress Hinge, Release Handle, Buzzer, Interior/Exterior Signage, and Yellow Exterior Reflective Tape.
- 1 Undercoat body components, chassis components such as driveline, brake lines, wiring, exhaust system are not undercoated.
- 1 Warranty, standard limited body, covers body shell, structure, seat structure for 5 YR/100K MI, manufacturer's components for 2 YR/24K MI, other components 1 YR/12K MI. Excludes corrosion due to road chemicals. See warranty policy for full details.

**DEALER INSTALLED ITEMS**

- 1 PDI, DOT, WEIGHT SLIP
- 1 SCHOOL NAME LETTERING
- 1 TYLER TECHNOLOGIES GPS SYSTEM

**SALE PRICE EA. \$107,250.00**

**TOTAL 4 \$429,000.00**

**Quoted price is contingent upon availability. Customer PO or letter of intent to purchase is needed to secure any available stock buses**

Estimated Delivery is 30-90 days from receipt of PO. Pricing and delivery schedules are contingent upon chassis availability. Chassis supplies are limited. Longhorn Bus Sales will not be held responsible for material shortages or delays due to the global COVID-19 Pandemic or any other reasons outside our control by represented OEM or third-party vendors used to complete a customer's bus order. A bus may be delivered without third-party products (i.e., A/C, GPS, Two-way radios, Camera surveillance, etc.) and will be installed when available. Any potential shortages will not hold up invoicing and payment. Due to industry constraints, quote pricing may fluctuate. Instructions for payment of invoices will be provided upon invoicing. No one from Longhorn Bus Sales will ever contact or email wiring or ACH instructions for payment.

**PRICE DOES NOT INCLUDE BUY BOARD FEE \$800 PER PURCHASE ORDER, PLEASE ADD IF APPLICABLE. BUY BOARD CONTRACT #722-23**

Collins Bus Corporation reserves the right to adjust pricing on any order 60 days prior to scheduled production, due to market volatility in supplier material costs. Any and all 'body material', 'OEM chassis', and 'Freight' cost increases from the original date of quote will be passed along to the end user. These increases, if applicable, will be the sole responsibility of the end user. Pricing may increase prior to production due to OEM inflationary actions.

CUSTOMER APPROVAL IS REQUIRED WITH CUSTOMER PO.

**Cust. Signature:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

LONGHORN BUS SALES, 6043 NORTH GENERAL BRUCE DRIVE, TEMPLE TX 76501



# Rush Truck Center, Houston Medium Duty

8401 East Fwy  
Houston, TX 77029  
832-690-5000

# Customer Proposal Letter

Cy Fair ISD  
21330 Campus Dr.  
Cypress 77433

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

### VEHICLE INFORMATION

Year 2025 Make Collins Model DH500 Stock # TBD Serial # TBD

Additional Vehicle Details: 3- CB241499A DH500 C314G 14P 159 DRW 14200 94209-11. Stock units are subject to prior sale. No additional add-ons. Fees associated with any purchasing co-op are not included in pricing. Applicable co-op fees must be applied as a separate line item on the PO. Buy Board Contract 722-23 \$800.00.

Please include a signed copy of the proposal and specifications with your PO. 3 units available as of 4/3/2025

Quantity	<u>3</u>	Total
Truck Price per Unit	<u>\$ 107,770.00</u>	<u>\$ 323,310.00</u>
F.E.T. (Factory & Dealer Paid)	<u>\$ 0.00</u>	
Net Sales Price	<u>\$ 107,770.00</u>	<u>\$ 323,310.00</u>
Optional Extended Warranty(ies)		
State Sales Tax		
Buy Board Fee - Contract 722-23		<u>\$ 800.00</u>
Total Sales Price	<u>\$ 107,770.00</u>	<u>\$ 324,110.00</u>
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	<u>\$ 107,770.00</u>	<u>\$ 324,110.00</u>

Sales Representative	_____	John Roch	_____
	Signature	Printed Name	Date
Purchaser	_____	_____	_____
	Signature	Printed Name / Title	Date
Accepted by Sales Manager or General Manager	_____	_____	_____
	Signature	Printed Name	Date

**Quote good until 5/3/2025** Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain any specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is not in stock or available within requested delivery schedule. **Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If a vehicle identified in this Proposal is not currently in Rush's stock at the time an order is placed by the Customer, Dealer reserves the right to change the vehicle price at any time to reflect any price increases imposed by the Manufacturer.** Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

<sup>(1)</sup> Includes subscription period for # of specified months. <sup>(2)</sup> Customer's use of RushCare Service is governed by the RushCare User Agreement located at <https://www.rushtruckcenters.com/rushcare-user-agreement>. <sup>(3)</sup> Customer's use of Telematics Services is governed by separate 3<sup>rd</sup> party license terms and Rush is not liable for the Telematic Service. <sup>(4)</sup> Gap Coverage is provided and administered by an independent 3<sup>rd</sup> party provider under a separate contract directly between Customer and the 3<sup>rd</sup> party provider.



www.rushbuscenters.com

CONFIG NUMBER 94209-11  
 CONFIG DESCR DH500-C314G 14P  
 CONFIG REVISION COPY CB241023A  
 CONFIG REV DATE 11/12/2024  
 ORDER DESCR CB241499A  
 ORDER QTY 3  
 REQ DATE LATE 2025  
 DIST NAME RUSH BUS CENTERS  
 DIST CONTACT HEATHER MIMS  
 DIST PO NUMBER 11142024  
 DIST PO DATE 11/14/2024  
 CUST NAME STOCK  
 CUST SHIP STATE TX

ITEM	QTY	DESCRIPTION
COL-20240501	1	PRICE SCHEDULE COL 05/01/2024
100-1-21-12	1	Spec, FMVSS "School Bus" >10,000# GVWR, driver plus 10 or more passengers (wheelchair positions counted as 4 passengers), may be used to transport students to or from school.
110-DH500-15	1	Core components, DRW high headroom model 5 section. Standard floor (with wheelwells), 76" interior headroom, 25"X78" entrance door, 96" overall width, all-galvanized-steel construction, 2014.
12324G6614Y321	1	Chassis Chev-US/2024/DRW 159 G4500/6.6L Gas/14200/Yellow/AC/Tilt/Cruise/Drivers Seat Standard/Belt/ALT.KW5/AM-FM/Standard Differential/Black Wheels/Black Bumper/No Fast Idle/No Block Heater/No Spare Tire/No Speed Governor/Standard Battery
200-111170-21	1	A/C 70K ACT dual compressor, 2 fan, CS-2 skirt mount condenser, dash & EV20 in-wall evaporators, Chevy gas.
210-13-000-20	1	Battery tie-in for 2021+ Chevy gas units with no battery box. Locate additional battery on RH side frame rail. Customer will need to order an additional battery 220-11-12 to locate on RH side frame rail. The OEM battery stays under the hood on a gas chas
220-02-12	1	Battery upgrade to replaces OEM battery with 800CCA battery
220-03-19	1	Delete 2nd Battery from Frame Rail
230-200-15	1	Bumper 10" x 3/16 galvanneal steel channel DRW, wrap around extending forward at least 12" with protecting end caps, for use with exhaust pipe routed under the bumper or to the
233-201-16	1	Bumper Brace to attach to frame side, DH 400/500 and DE/DH 416 models, all Gas and Diesel exhaust systems.
236-1110-16	1	Fuel system protection and preperation for Chevy gas chassis standard floor 139"WB
238-1-500-0-12	1	PARTS REQUIRED TO BUILD SPECIFIC BODY MODEL ON SPECIFIC CHASSIS BRAND (CHEVY STD 500)

250-212-12	1	Door, entrance, black aluminum frame with full-length laminated AS2 glass for SH/DH units
260-2-12	1	Door entrance control, manual with positive over-center locking handle in both open and closed positions, for glass doors.
265-212-13	1	Rear egress door, RH (curbside) hinge, Steel construction, select glass rear door upper/lower separately.
270-01-12	1	Rear door hinge continuous stainless steel
280-10-13	1	Rear Door Latch single latch at center of door, with interior red handle and exterior web style non-hitching handle.
300-51-12	1	Backup-alarm 112dBA that is activated upon placing the bus in reverse gear, wired through the ignition.
300-72-12	1	Switch for heater & fan shutdown, quickly limits interior noise, includes AM/FM radio, heater, defroster, and A/C. Does not affect windshield wipers.
305-20100-20	1	Child alert system with dome lights; armed automatically, an audible alert signals driver to check bus; All exits must be closed to disarm. horn will sound after 8 seconds if not disarmed or ignition not in on position; to disarm, ignition on and push but
310-2110-00-20	1	Backup camera safety system with 7" monitor mounted above window. Rosco
320-500-113-12	1	Chevy 500/516 exhaust left exit gasoline
330-103-12	1	Endcaps fiberglass front and rear exterior for use with school bus warning lights on DH units
332-213-22	1	Exterior steel rear corner skins left and right, driprail and below emergency exit rear door for DH units
334-500-21-12	1	Exterior aluminum left and right roof skins for DRW 500 (5section) units
336-500-302-14	1	Exterior steel left and right side skins, behind and above driver skins for DH 500 (5section) units
338-1500-20-14	1	Skirts, steel below body panels for std floor DH500
339-122-20-14	1	No Storage/No Battery Box, steel skirt
340-02-12	1	Mud Flaps Rear DH
350-500-21-1-12	1	Flooring black rubber, 1/8" smooth rubber under seats, 3/16" ribbed center aisle rubber 15" wide.
355-02-21-12	1	Flooring step treads, DRW standard and elevated floor models, black pebble tread with integral white pebble nosing.
360-500-21-12	1	Plywood subfloor for DH/E500 units, 1/2" thick
390-02-12	1	Add aluminum aisle trim to bus. Covers seam between under seat rubber and aisle rubber.
390-04-19	1	Cover tops and sides of interior wheel well with black elastomer trim cover, fits dual rear wheel wheelwells
400-21-12	1	Heater 60K floor mount for Chevy units placed IN RIGHT HAND REAR CORNER OF BUS, includes 2 shutoff valves, BLEEDER VALVE
410-03-12	1	Heater shut off valve, cable operated with cable operator located on the dash, use on GM units only to relocate handle from under hood to dash.
420-500-10-14	1	Interior panels below window, embossed aluminum, standard floor 500 units.
422-031-15	1	Interior Panels Rear Wall DRW with Exit Door, with AC cutout.
430-500-100-13	1	Interior panels upper, smooth aluminum painted white for DRW 500 units.

440-01-12	1	Grabrail 42" long 1 1/4 dia. stainless, mounted left of entry on RH barrier, designed to prevent entanglement (Passes NHSTA string and nut test)
440-02-12	1	Grabrail 30" long 1 1/4 dia. stainless, mounted right of entry, designed to prevent entanglement (Passes NHSTA string and nut test)
440-03-12	1	Mirror interior clear view back bonded glass, rounded corners and protected edges, 6 x 16 flat. Installed above drivers head on front bulkhead. Interior mirror providing the driver a clear view of interior and rear exit door.
440-22-23	1	Vandal lock for Chevy, permits manual lock of rear emergency door from inside while bus not in use, with buzzer and visual indicator on panel. Engine will not start until lock is disengaged, warning buzzer will activate to alert driver lock is engaged.
440-50-13	1	Interior addition driver cup holder, mounted to center console at driver RH below switch panel.
440-90-12	1	Insulation in roof bow cavities and side wall cavities
450-02-12	1	Brake/tail LED lights flange/screw mounted flush with separate license plate light, (2) 4". Required for TX.
460-02-12	1	brake/tail lights, 2- 7" LED type
470-01-12	1	Clearance lights LED type; row of three red lights on rear of bus and single reds on left & right rear, row of three amber lights on front of bus with single ambers on left and right front sides. Lights are low profile grommet mount.
472-01-12	1	Four domelights are powered through the ignition, will only function when ignition is turned on and dome light switch is on.
474-01-12	1	Drivers dome light tied to OEM drivers door open circuit, comes on when drivers door is open, will time itself out when door is shut.
480-05-12	1	Lamps, turn signal amber LED rear 7"
490-02-12	1	Reverse LED lights flange/screw mounted flush, (2) 4". Required for TX.
494-03-12	1	Lights, stepwell lights are illuminated by a DOD operated switch so as to light only when the headlights and clearance lights are on and the DOD is open.
500-02-01-12	1	Strobe light, roof mounted, low profile, dual flash, with switch. Power off ignition. Strobe located 1' from rear of bus.
510-03-12	1	Warning lights, LED, four red & four amber 7" surface mounted, Note: if light monitor option required use LED sensitive monitor
520-02-2-12	1	Warning light system, 8 light, non-sequential, wired through battery, Master switch, Warning Start switch.
540-10-19	1	Black Housing ADA Light, exterior located near lower edge of DOD. Comes on when DOD opens, or stepwell lights are on.
555-03-12	1	Dimmer switch for electrical control box lighted switches.
555-08-15	1	Dome light, additional above driver seat in ABS. Operated by existing passenger area dome switch.
565-12-1110-12	1	Remote Heated Rearview and Crossview mirror system w/ black bracketry for GM DRW buses. ROSCO AccuStyle 8"x15" dual Rearview mirror incl. 7"x9.5" flat and 7"x4" convex mirror glass, with Heated EyeMax LP Crossview mirrors.
580-03-202-12	1	Headknockers to comply with FMVSS 222; foam pads covered with gray fire block upholstery.

590-11-202-12	1	Pad over driver door covered with gray fire block upholstery.
600-12-002-14	1	Paint body exterior yellow, Chevy DH/DE buses.
620-31-13	1	Paint scheme with black borders around warning lights and black extending the full width of front and rear caps (except SL, SH, LH units around lights only). Endcap areas around black gelcoat regions are painted body color.
630-04-5-23	1	Radio, OEM supplied, 4 speakers. Provides tie-in harness to main chassis.
650-50020-23	1	Rubrails, floor level side rubrails , 4.6" tall X 16 ga steel.
652-50020-23	1	Rubrails, seat level side rubrails that wrap around the rear of the bus to the emergency door, 4.6" tall X 16 ga steel.
654-50020-23	1	Rubrails, window level side rubrails , 4.6" tall X 16 ga steel.-
656-50007-23	1	Skirt level rubrails, for use with 500 models
659-999-23	4	Rubrails painted black color.
660-18-13	1	Triangle warning reflectors (set of three), with clamp style mount to allow TWR in case to be removed.
660-22-12	1	Fire extinguisher, 5 lb., 3A 40BC with 10" hose and nozzle,, may only be mounted near entrance door.
660-31-12	1	Seat belt cutter, loaded loose in driver compartment.
670-902-12	1	Body fluids kit for AL, AR, CO, CT, KS, MA, MN, MO, ND, PA, SD, TX, WI, WY, WV
680-045-12	1	First aid kit 24 Unit for AK, AL, AR, AZ, CT, DE, FL, GA, IA, ID, IL, IN, KS, KY, LA, MA, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, ,OH, OK, PA, RI, SC, SD, TN, TX, UT, VT, WA, WV, WY
690-1-01-37-202	1	Barrier, 37" left hand high back with medium gray fire block upholstery, IMMI, leg at 27" position.
691-2-12	1	Barrier spacing LH to B-pillar, spacing provides energy absorption zone for 2 passengers per FMVSS222 with barrier placed behind B-pillar, must be selected when LH front seat accommodates 2 passengers.
700-1-01-37-202	1	Barrier, 36" right hand high back with medium gray fire block upholstery, no welting, IMMI, leg at 27" position.
701-0-12	1	Barrier spacing RH to stepwell, none.
710-4-03-36-202	3	Seat, 36" left hand, IMMI SABRE two passenger with 3 point belts, with medium gray fireblock upholstery, no welting. Leg at 27" position.
711-28-12	3	Seat spacing LH 28in hip/knee, maximum allowable to meet FMVSS 222 (school bus certification).
720-4-03-36-202	4	Seat, 36" right hand, IMMI SABRE two passenger with 3 point belts, with medium grey fireblock upholstery, no welting. Leg at 27" position.
721-28-12	4	Seat spacing RH 28in hip/knee, maximum allowable to meet FMVSS 222 (school bus certification).
730-01-14	7	Seat mounting hardware floor mount seats, required for each non-track-mount seat
750-1-1-37-15	1	Lower Modesty Kickpanel for IMMI 37/39" LH DRW Barrier
760-09-12	1	Decal 8" tall black lettering "SCHOOL BUS", placed on both sides of bus, yellow reflective background, includes both LH and RH side.
760-22-002-12	1	Tape, reflective two inch yellow, outline sides/rear of DH/DE units

770-02-12	1	Endcap signage "SCHOOL BUS" decals 8" high black letters with 1" stroke on yellow reflective background, includes front and rear.
780-100-12	1	Signage, identification, "Collins"
790-03-12	1	Certification plate made of engraved metal located in drivers compartment.
800-01-12	1	Std ext. decal 2" tall "EMERGENCY DOOR" in black/arrow in black. Std int. decal 2" tall "EMERGENCY EXIT" in black/arrow red
810-422-12	1	Equip cage approximately 36"L x 27"W x 20"H, located in LH rear of bus. Made of 1.25" dia tubing. For SX,GX buses.
840-02-12	1	Stop Arm, EG Decal, WG, Incandescent Specialty 7500 - METAL
860-01-12	1	Auxiliary fan two-speed, right side over windshield.
860-04-12	1	Roof vent, static with non-closeable control grille.
870-01-001-12	1	Roof Hatch Transpec Low Profile Standard Safety Vent II Model 1975, 1" White Tape on Ext. Perimeter, Activate Buzzer when Opened w/ Ignition on, Emergency Exit Decals, Operating Instructions, Interior & Exterior Handles, Not Approved for Canada
925-11-12	1	Window Transition Chevy glass, AS2 laminated clear glass
950-123-12	1	Windows Rear Body with Rubber Mounted AS3 Laminated 28% Tinted Glass
960-23-12	1	Window Rear Door Lower Rubber Mounted AS3 Laminated 28% Tinted Glass
970-23-12	1	Window Rear Door Upper Rubber Mounted AS3 Laminated 28% Tinted Glass
980-223-12	10	Window Split Sash 36" with AS3 Laminated 28% Tinted Glass, providing an unobstructed 12 x 28 opening when upper sash is lowered.
982-2-100-2-12	1	Window Split Sash 36" RH and LH Vertical Egress Hinge, Release Handle, Buzzer, Interior/Exterior Signage, and Yellow Exterior Reflective Tape.
294-02-12	1	Core electrical items for all Chevy buses with higher option content including Elect. Board, switch panel, buzzer, domes, step lights, and main harness
985-02-12	1	Undercoat body components, chassis components such as driveline, brake lines, wiring, exhaust system are not undercoated.
986-03-14	1	Warranty, extended limited body, covers body shell, structure, seat structure for 5 YR/100K MI, manufacturer's components for 3 YR/36K MI, other components 3 YR/36K MI. Excludes corrosion due to road chemicals. See warranty policy for full details.
987-00-22	1	Reassignment Chassis, None

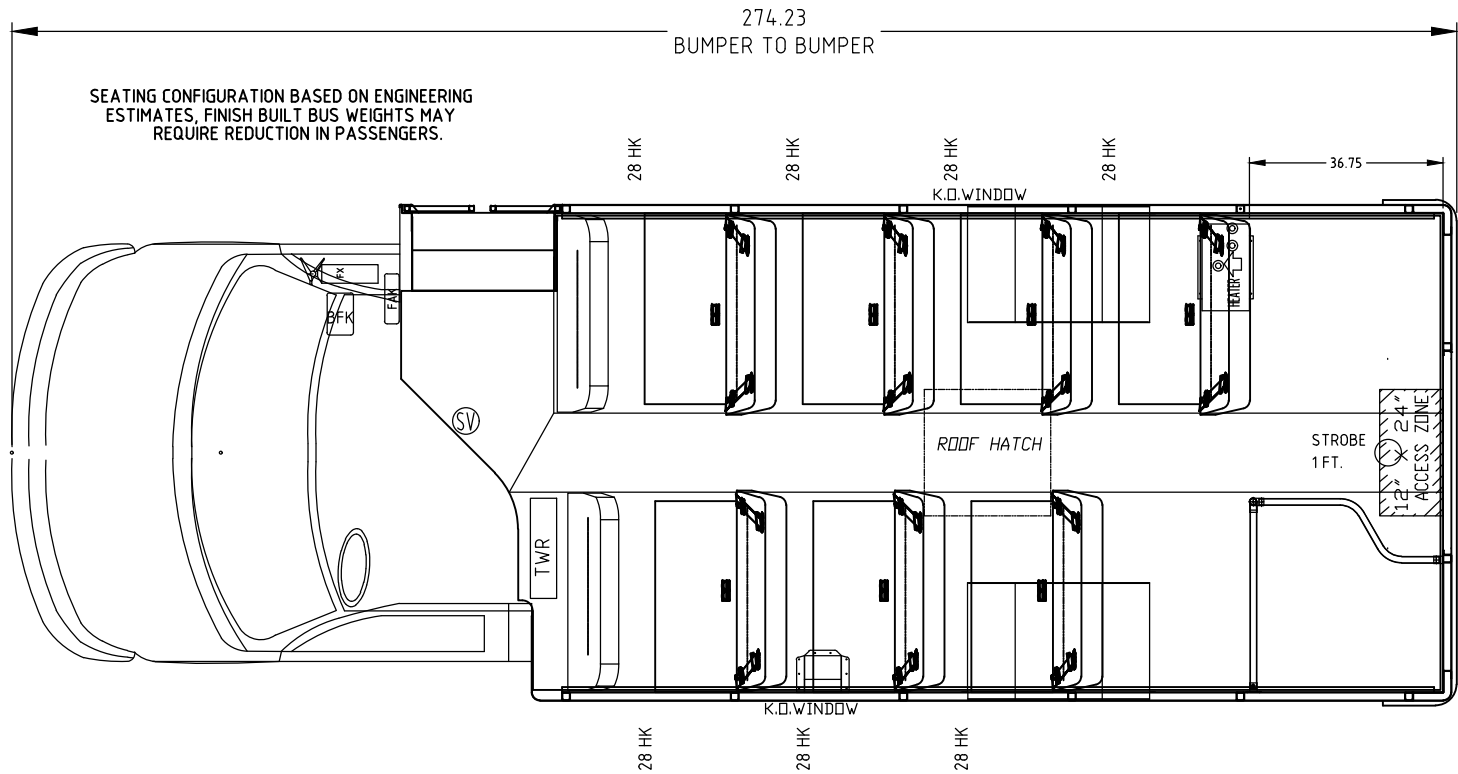
#### Dealer Installed Options

DOT Inspection upon delivery

Delivery to Customer

Customer Name Lettering: 6" black block style long lasting vinyl

A PO is required to secure an order. Remit PO to rushbus@rushenterprises.com. Fees associated with any purchasing co-op are not included in pricing. Applicable co-op fees must be applied as a separate line item on the PO. Delivery terms are estimated 180-250 days ARO. Transportation Code Sec. 2251.021 Subchapter B.a. - Payment terms NET 30. In light of ongoing supply chain issues, pricing is subject to adjustment at any time to offset Rush's increases in the cost of supplies or freight, or as a result of other charges imposed on Rush by its suppliers ("Price Adjustment"). At the District's request, Rush will provide documentation to the District supporting such Price Adjustment. Price Adjustments will be passed through to the District by Rush at Rush's cost with no increase. OEM build schedules and delivery time frames cannot be guaranteed at this time. Rush will make every effort to deliver buses as soon as possible from time of receipt of an order but any dates given are estimates only, not guarantees, and are subject to change at any time.



SEATING CONFIGURATION BASED ON ENGINEERING ESTIMATES, FINISH BUILT BUS WEIGHTS MAY REQUIRE REDUCTION IN PASSENGERS.

## DH500

### RUSH BUS CENTERS SEATING PLAN

14 Passengers

3 LH Seats


3 36 inch 3 POINT LH Seats

4 RH Seats

4 36 inch 3 POINT RH Seats

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

#### 1/2" PLYWOOD SUBFLOOR TEMPLATE DRAWING #442660-5

	COLLINS BUS CORP. P.O. BOX 2946 HUTCHINSON, KS. 67504-2946 FORM: F-7.3.06 REVISION 0	THIS DRAWING AND ALL INFORMATION THEREON IS THE PROPERTY OF REV GROUP	DRAWN BY ENG
			DATE 11/18/24
TITLE CHEVY DH500 SCHOOL BUS			DRAWING NO. 94209-11DH500-C314G



*Dr. Kayne M. Smith, Director of Transportation Services*

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April 17, 2025

To: James Briscoe, Director of Procurement Services  
From: Kayne M. Smith, Ed.D., Director of Transportation Services  
Re: Recommendation for School Bus Purchases

Due to the growth of our special education and McKinney-Vento population, we are in the need for special-education school buses. The following quotes were received for 14-passenger, Type A, non-CDL school buses that were in stock and available prior to June 30, 2025.

	<b>Longhorn Bus Sales</b>	<b>Rush Bus Centers</b>	<b>Thomas Bus Texas</b>
<b>Type A 14-pass.</b>	\$107,250	\$107,770	N/A
<b>Total Available</b>	4	3	0
<b>Total Cost</b>	\$429,000	\$323,310	N/A
<b>BuyBoard Fee</b>	\$800	\$800	N/A
<b>TOTAL</b>	\$429,800	\$324,110	N/A

Recommendation: Longhorn Bus Sales and Rush Truck Center

Total Cost: \$753,910

Please contact me if you have any questions.

Thank you,

Kayne M. Smith, Ed.D.  
Director of Transportation Services  
Cypress-Fairbanks ISD



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**To:** Darin Crawford  
Assistant Superintendent for Support Services

**From:** James Briscoe  
Director of Procurement Services

**Date:** April 15, 2025

**Re:** Transportation as a Service (TaaS)  
Annual Contract #25-05-8915R-RFP

The following proposal was received and opened at 10:00 a.m., Friday, April 11, 2025, as advertised and specified in documents concerning **Annual Contract #25-05-8915R-RFP Transportation as a Service (TaaS), Request for Proposal**. The final evaluation summary and recommendation memo are located on pages 2-3.

**Recommendation:** Highland Electric Fleets

**Estimated Expenditure:** \$6,139,972.00

**Contract Term:** May 6, 2025 - May 31, 2035

**25-05-8915R-RFP Transportation as a Service (TaaS)**

**TEAM SCORE SUMMARY**

<b>Company/Vendor Name</b>	<b>Evaluator 1</b>	<b>Evaluator 2</b>	<b>Evaluator 3</b>	<b>Average Score</b>	<b>Ranking</b>
Highland Electric Fleets	82.50	80.00	78.50	80.33	1.00



*Dr. Kayne M. Smith, Director of Transportation Services*

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April 15, 2025

To: James Briscoe, Director of Procurement Services  
From: Kayne M. Smith, Ed.D., Director of Transportation Services  
Re: Contract 25-05-8915R-RFP Award Recommendation, Transportation as a Service

The District's Transportation Services Review Committee recommends Highland Electric as the District's provider for "Transportation as a Service (TaaS)" as submitted in RFP 25-05-8915R-RFP. This service will provide 35 electric, special education school buses and necessary support infrastructure for a ten (10) year period. The proposal received and the final evaluation summary are included.

Recommendation: Highland Electric Fleets, Inc.  
Contract Term: May 6, 2025 – May 31, 2035

Please contact me if you have any questions.

Thank you,

Kayne M. Smith, Ed.D.  
Director of Transportation Services  
Cypress-Fairbanks ISD



## ACTIVE MEMBER DIRECTOR NOMINATION FORM

This is to serve as the nomination of a member of our local board to fill a position on the TASB Board of Directors.

### CANDIDATE INFORMATION

NAME: \_\_\_\_\_

SCHOOL DISTRICT: \_\_\_\_\_

Our school district's board of trustees understands:

1. *The candidate must have served at least 18 months, in the aggregate, on the local board by December 31, 2025.*
2. *Expenses incurred for the candidate to attend the Nominations Committee interview will be the responsibility of the candidate's local school district.*
3. *The local board's nomination shall also serve as its candidate endorsement for that TASB Director position.*
4. *A TASB Director's attendance at TASB Board meetings is important.*
5. *Lodging and transportation expenses incurred by TASB Directors attending regular spring, summer and December Board meetings are reimbursed by the Association and transportation expenses and three nights' lodging incurred attending the Convention Board meeting are reimbursed by the Association.*

This nomination was approved by our board of trustees at a duly called meeting on \_\_\_\_\_.  
(Date)

\_\_\_\_\_  
Signature of board president or officer *(If candidate is the board president or officer, must be signed by another officer)*

PRINTED NAME (of officer): \_\_\_\_\_

TITLE (of officer): \_\_\_\_\_

### WILLINGNESS TO SERVE (to be completed by the candidate)

I, \_\_\_\_\_, confirm my willingness to serve, if elected, as a member of the TASB Board of Directors for Region 4, Position F.

\_\_\_\_\_  
Signature of candidate

This form is to be used to nominate a member of your Local Board as a candidate to fill a position on the TASB Board of Directors.

**Form A, B, & C, must be received by TASB on or before May 9, 2025.**

**RETURN TO: E-mail: [boardcommunications@tasb.org](mailto:boardcommunications@tasb.org)**

**Program to Address  
Child Sexual Abuse,  
Trafficking, and  
Maltreatment**

The District's program to address child sexual abuse, trafficking, and other maltreatment of children, as included in the District improvement plan and the student handbook, shall include:

1. Methods for increasing staff, student, and parent awareness regarding these issues, including prevention techniques and knowledge of likely warning signs indicating that a child may be a victim;
2. Age-appropriate, research-based antivictimization programs for students;
3. Actions that a child who is a victim should take to obtain assistance and intervention; and
4. Available counseling options for affected students.

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Training

The District shall provide training to employees as required by law and District policy. Training shall address techniques to prevent and recognize sexual abuse, trafficking, and all other maltreatment of children, including children with significant cognitive disabilities. [See DMA]

[See BBD for Board member training requirements and BJCB for Superintendent continuing education requirements.]

**Reporting Child  
Abuse and Neglect**

Any person who has reasonable cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect has a legal responsibility, under state law, to immediately report the suspected abuse or neglect to an appropriate authority.

As defined in state law, child abuse and neglect include both sex and labor trafficking of a child.

The following individuals have an additional legal obligation to submit a written or oral report within 48 hours of learning of the facts giving rise to the suspicion of abuse or neglect:

1. Any District employee, agent, or contractor who suspects a child's physical or mental health or welfare has been adversely affected by abuse or neglect.
2. A professional who has reasonable cause to believe that a child has been or may be abused or neglected or may have been a victim of indecency with a child. A professional is anyone licensed or certified by the state who has direct contact with children in the normal course of duties for which the individual is licensed or certified.

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A person is required to make a report if the person has reasonable cause to believe that an adult was a victim of abuse or neglect as a

child and the person determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person.

[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]

Oral Reports

As required by law, an oral report made to the Texas Department of Family and Protective Services (DFPS) is recorded.

**Restrictions on Reporting**

In accordance with law, an employee is prohibited from using or threatening to use a parent's refusal to consent to administration of a psychotropic drug or to any other psychiatric or psychological testing or treatment of a child as the sole basis for making a report of neglect, unless the employee has cause to believe that the refusal:

1. Presents a substantial risk of death, disfigurement, or bodily injury to the child; or
2. Has resulted in an observable and material impairment to the growth, development, or functioning of the child.

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**Making a Report**

Reports may be made to any of the following:

1. A state or local law enforcement agency;
2. The Child Protective Services (CPS) division of ~~the Texas Department of Family and Protective Services (DFPS)~~ at (800) 252-5400 or the [Texas Abuse Hotline Website](#)~~website~~;
3. A local CPS office; or
4. If applicable, the state agency operating, licensing, certifying, or registering the facility in which the suspected abuse or neglect occurred.

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However, if the suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to DFPS, unless the report is to the state agency that operates, licenses, certifies, or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas Juvenile Justice Department as a report of suspected abuse or neglect in a juvenile justice program or facility. As defined by law, a person responsible for the care, custody, or welfare of a child includes school personnel and volunteers and day-care workers.  
[See FFG(LEGAL)]

An individual does not fulfill his or her responsibilities under the law by only reporting suspicion of abuse or neglect to a campus princi-

pal, school counselor, or another District staff member. Furthermore, the District is prohibited from requiring an employee to first report his or her suspicion to a District or campus administrator.

**Confidentiality** | In accordance with law, an individual must provide their name and telephone number when making a report. If the individual making the report is a school employee, agent, or contractor, they must also provide their business address and profession.

**Confidentiality** | ~~In accordance with state law, the~~The identity of a person making a report of suspected child abuse or neglect shall be kept confidential and disclosed only in accordance with the law and the rules of the investigating agency.

**Immunity** | A person who in good faith reports or assists in the investigation of a report of child abuse or neglect is immune from civil or criminal liability.

**Failing to Report Suspected Child Abuse or Neglect** | By failing to report suspicion of child abuse or neglect, an employee:

1. May be placing a child at risk of continued abuse or neglect;
2. Violates the law and may be subject to legal penalties, including criminal sanctions for knowingly failing to make a required report;
3. Violates Board policy and may be subject to disciplinary action, including possible termination of employment; and
4. May have his or her certification from the State Board for Educator Certification suspended, revoked, or canceled in accordance with 19 Administrative Code Chapter 249.

It is a criminal offense to coerce someone into suppressing or failing to report child abuse or neglect.

**Responsibilities Regarding Investigations** | In accordance with law, District officials shall be prohibited from:

1. Denying an investigator's request to interview a child at school in connection with an investigation of child abuse or neglect;
2. Requiring that a parent or school employee be present during the interview; or
3. Coercing someone into suppressing or failing to report child abuse or neglect.

District personnel shall cooperate fully and without parental consent, if necessary, with an investigation of reported child abuse or neglect. [See GKA]

Cypress-Fairbanks ISD  
101907

STUDENT WELFARE  
CHILD ABUSE AND NEGLECT

FFG  
(LOCAL)

<sup>1</sup> Texas Abuse Hotline ~~Website~~website: <http://www.txabusehotline.org>

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DATE ISSUED: ~~11/12/2024~~1/29/2025  
UPDATE ~~418124~~  
FFG(LOCAL)-A

Adopted:  
~~10/10/2022~~

4 of 4

# **CYPRESS-FAIRBANKS ISD**

**Communities In Schools**

**Presentation**

**BOARD PRESENTATION MAY 2025**



# **Communities In Schools of Houston**

Communities In Schools (CIS) is a 501 (C3) nonprofit organization that partners with schools, colleges, or independent school districts (low socio-economic status communities or Title One schools) for the purpose of addressing the barriers to success faced by students and/or their families within the campus community.

[About TEA](#)[Texas Schools](#)[Academics](#)[Finance & Grants](#)[Reports & Data](#)[Home](#) / [Texas Schools](#) / [Support for At-Risk Schools and Students](#)

## Communities In Schools of Texas

Communities In Schools (CIS) is a dropout prevention program funded in part by the Texas Legislature and administered by the Texas Education Agency (TEA). CIS works in collaboration with school personnel to develop and provide a comprehensive **Integrated Student Support (ISS)** program uniquely tailored to address unmet academic and non-academic barriers to students' success. CIS staff complete a thorough campus needs assessment to identify campus needs, gaps in service, available resources, and the goals and priorities of the campus administration. CIS staff use this information to then develop a plan of service to address identified needs. In partnership with community providers, professional CIS staff provide a range of intentionally targeted services that are offered broadly to all students on campus and more intensively to a smaller cohort of "case-managed" students to ensure all students receive the level of support needed to consistently come to school ready to learn and remain on the path to graduation. CIS receives parental permission to monitor student level data and track educational outcomes for all case-managed students served.

# Communities In Schools

## National Impact

National Data from the 2022–23 school year show:

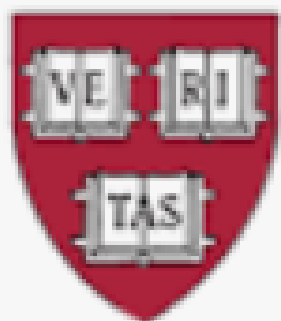
- 99% of students remained in school all year
- 97% of K–11 students were promoted to the next grade level
- 96% of seniors graduated or received a GED

## Recent Harvard University research papers investigated:

- (1) Why students in high-poverty schools tend to have lower academic performance and future earnings than their peers in low-poverty schools, even when family income is taken into consideration, and
- (2) The impact of CIS in Texas schools on improving school attendance, academic/graduation outcomes, and earnings later in life. The authors identify absenteeism as a key factor contributing to academic achievement differences and propose that reducing absences could enhance graduation rates and boost future earnings for students in high-poverty schools.



HARVARD  
UNIVERSITY



# Key Findings of Harvard Study

## 7.5 Million Texas Students 1992–2022



### Improving attendance in high-poverty school

**Closes the achievement gap** between Low and high-poverty schools by 7%.



### Improving attendance and achievement

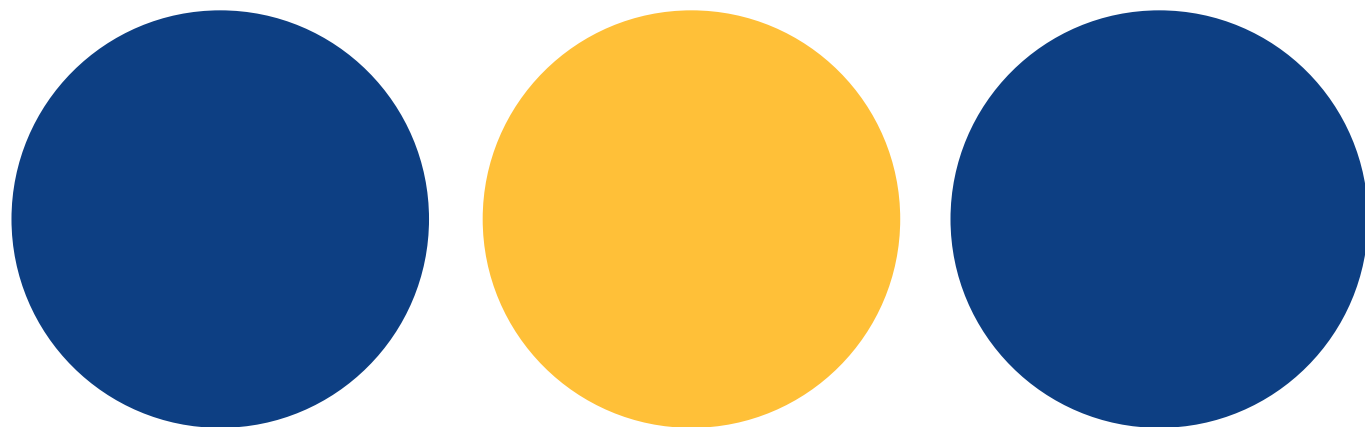
Increases lifetime earning by \$3,600 per student annually- **closing 11% of the income gap** between students from low and high-poverty schools.



### Gained an additional 46 school days

An in-depth look at CIS services were found to **increase attendance by 46 additional school** days for every 100 students in CIS schools.

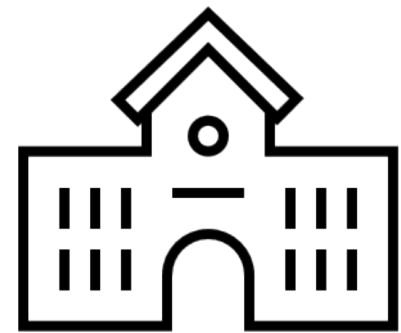
## CIS in Texas



<b>Total student served in Texas</b>	<b>1,011,825 students</b>
Elementary Schools	320,774 students in <b>660 schools</b>
Middle School	282,787 students in <b>432 schools</b>
High Schools	354,639 students in <b>310 schools</b>

# Texas Results

## CIS student outcomes



76%  
improved  
attendance



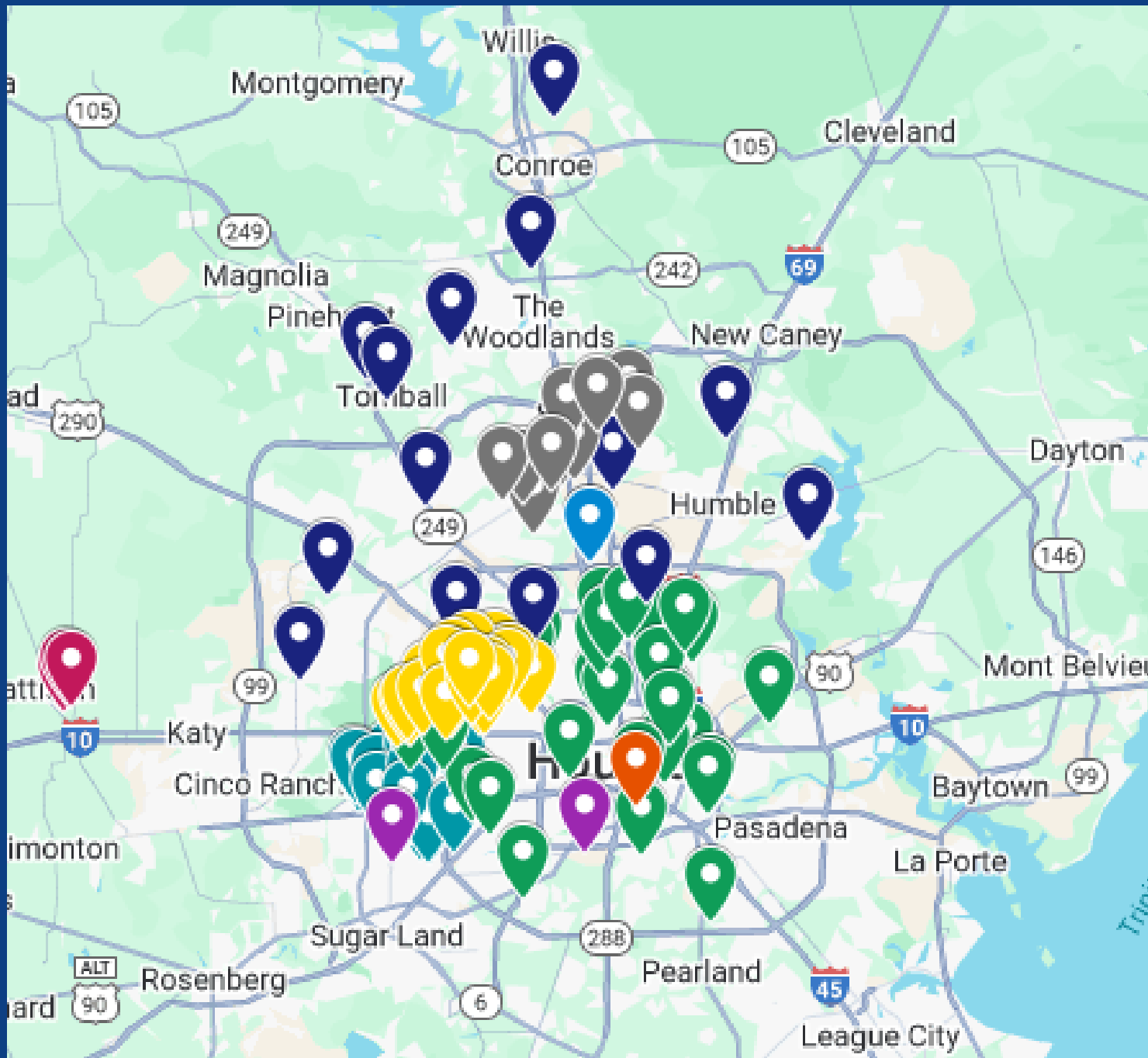
90%  
improved  
academics



86%  
improved  
behavior



>99%  
stayed in  
school

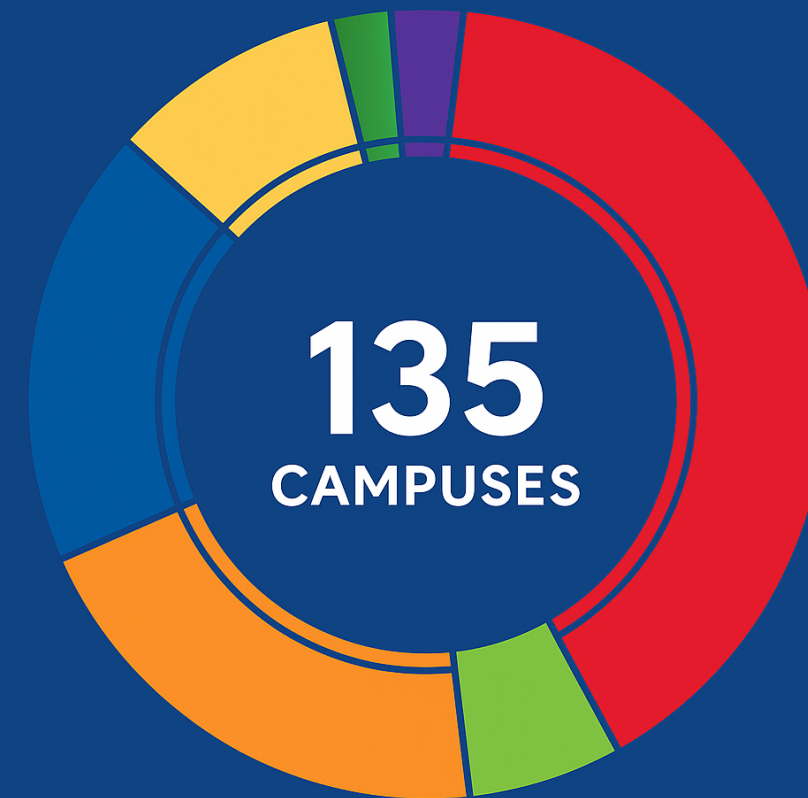


### Education Level

<span style="color: purple;">●</span> Pre-K	4	<span style="color: orange;">●</span> Middle School	29
<span style="color: red;">●</span> Elementary School	50	<span style="color: blue;">●</span> High School	23
<span style="color: lightgreen;">●</span> Intermediate/Other	10	<span style="color: yellow;">●</span> College	16
		<span style="color: darkgreen;">●</span> HISD Sunrise Centers	3

### Education Partners

Alief ISD	40
Harmony Public Schools	2
Houston ISD	28
Lawson Academy	1
Lone Star College	16
Premier HS	1
Royal ISD	3
Spring ISD	10
Spring Branch ISD	34



**135**  
CAMPUSES

**CIS**

**Greater  
Houston**

**Lone Star  
College  
Campuses**



# **CFISD High Schools Interested in Partnering with Communities in Schools**

**Cypress Creek High School**

**Cypress Lakes High School**

**Cypress Park High School**

**Cypress Springs High School**

**Jersey Village High School**

**Langham Creek High School**

\*Title One will serve as the funding source



# Services requested by HS principals provided by Communities In Schools

**Increase Attendance**

**Academic Assistance**

**Behavior Interventions**

# Communities in School Selection Process

## 1 CIS and Principals Collaborate

The CIS Program Director and the Principal work together to identify potential candidates that are pre-screened and interviewed by CIS Program Director.

## 2 Principal and team conduct Interviews

Principal and their teams conduct interviews and select the CIS candidate to work at their campus.

## 3 Offer and Background Checks

CIS makes a conditional offer of employment with CIS while background checks and reference checks are completed.

## 4 Training and Onboarding

CIS will train and onboard any new employees.

**THANK YOU!**



AGREEMENT BETWEEN  
Cypress-Fairbanks Independent School District  
and  
Communities In Schools of Houston, Inc.

This Agreement for services is entered into this 1st day of August, 2025, by and between the Cypress-Fairbanks Independent School District herein after referred to as CFISD, 11440 Matzke Rd. Cypress, Texas 77429, and Communities In Schools of Houston, Inc. hereinafter referred to as CIS, a nonprofit organization, organized under the laws of the State of Texas with offices at 1111 North Loop West, Suite 300, Houston, Texas 77008.

Witnesseth That:

Whereas CFISD desires to engage CIS to provide integrated student services at the CFISD schools detailed in Attachment C in which CFISD will provide matching funds for the CIS services in accordance with Attachment C.

Now therefore, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. Scope of Services

CIS will provide to the CFISD during the term hereof a range of integrated student support services appropriate to a student assistance program aimed at preventing at-risk students from dropping out of school. These services are:

- Supportive guidance services, in individual and group settings that address specific student concerns as well as other problems that are common to a significant number of students in the school population (e.g. self-esteem enhancement, behavioral issues and family problems).
- Career awareness activities that explore career options and teach appropriate work behavior, job skills development, and strategies for employment investigation.
- Remedial education and tutorial activities needed to support and upgrade the student's academic skills.
- Social service referrals for students and their families who need services already provided through other community organizations, and/or those that are outside the scope of the CIS on-campus services (e.g., food stamps and health care).
- Enrichment activities that are designed to expand students' cultural and educational horizons and offer exposure to settings that will positively enrich their lives and expand their perception of the world, such as constructive recreational activities, investigation of higher education opportunities, and field trips.

- Parent involvement activities that will involve the parents of at-risk students in strategies and activities designed to support their children in remaining in school.

The CIS program staff will provide integrated student support services at the campuses for the duration of that campuses' operating hours in accordance with the established CFISD school calendar. CIS program staff are available to provide services for up to eleven (11) months, consistent with CFISD school calendar, which generally begins for students in August and ends in June of the following year.

## II. Time of Performance

This Agreement shall be for a term of twelve (12) months commencing on August 1, 2025 and continuing through July 31, 2026.

## III. Evaluation

If CFISD decides to procure an evaluation of the program through its Research and Evaluation Department or through an external evaluator approved by the district, the report shall include process and product evaluation data. Appropriate outcome measures that relate to the contract agreements shall be included in the evaluation study. The data requested will be that listed in the CIS Summary by Campus report. The report shall provide a summary of a campus's total contacts, clients served, total hours, number of services, breakdown of hours by components along with the total number of home visits, crises, agency referrals and students labeled as natural disaster victims. CIS shall provide the data to CFISD within 45 working days of termination of the contract or the end of the summer school year. If either Party desires additional data, the Parties shall agree in writing to the method and time frame for providing the data.

All completed CFISD evaluation reports will be shared with the CIS Board Research and Evaluation Committee at least one month before presentation of the report to the CFISD Board of Trustees. CIS shall document information regarding program services on the CIS Quality & Standards information system and provide it to CFISD by specified service categories. So that CIS may properly perform its reporting requirements to CFISD, appropriate agencies, foundations, and private funding sources, and to evaluate program effectiveness, CFISD agrees to provide the student data defined in Data Requirements (Attachment B) in a timeframe agreed in writing by the Parties. Data not provided in a timely manner may extend the time required to furnish CFISD with requested data.

## IV. Relationship of the Parties

It is understood and agreed that CIS is an independent contractor and that all personnel retained by CIS shall not for any purpose be deemed to be employees or agents of CFISD. CIS assumes full responsibility for the actions of such personnel while performing any services incident to this contract, and CIS shall remain solely responsible for their supervision, daily direction and control, payment of salary, including withholding of income taxes and social security, worker's compensation, disability benefits and like requirements and obligations. All such personnel shall

be certified in accordance with all applicable laws, rules and regulations, to work with children. In no event shall CFISD be liable for any action of officials, agents, administrators or employees of CIS.

#### V. Compensation and Method of Payment

CFISD will contribute \$410,000 in accordance with Attachment C. Unless earlier terminated, payments shall be made according to the following schedule:

Payments are to be made in four installments for the 2025-2026 school year. The first quarter payment of \$102,500 is to be made to CIS by November 1, 2025; second quarter payment of \$102,500 by February 1, 2026; third quarter payment of \$102,500 by May 1, 2026 and the last quarter payment of \$102,500 by July 31, 2026

CFISD funding under this Agreement will underwrite maintenance of the core CIS program at sites in accordance with Attachment C. The funding will support a portion of the total program cost, including Student Support Managers and Student Support Specialists, the supplies and student program activities to maintain the program at the specified sites.

Payment Offset: For any quarter in which CIS's personnel coverage falls below the agreed total personnel accounted for in Attachment C, the total of the non-staff coverage shall be offset of the then-due quarterly installment payment.

#### VI. Student Records

In the event that CFISD is required to furnish information from records of CIS pursuant to any applicable law, CIS shall furnish all such information and records to CFISD, subject to applicable state and federal laws, including but not limited to the Texas Open Records Act and the Family Educational Rights and Privacy Act, and CFISD shall have the right to release such information and records to the extent allowed by law. CIS shall comply with all requirements of the Family Educational Rights and Privacy Act with regard to any student records which it may possess incident to this Agreement. Pursuant to 20 U.S.C. Subsection 1232 (b) (1) (F), a portion of the Family Educational Rights and Privacy Act, CIS is considered an organization conducting studies and programs for and on behalf of the CFISD for the purpose of improving instruction at the CFISD. The studies and programs conducted by CIS will be conducted in a manner as will not permit the personal identification of students and parents by persons other than CFISD personnel. CIS will strictly maintain the confidentiality of all data provided to it by the CFISD pursuant to Attachment B of this Agreement. CIS will destroy all data provided by the CFISD when it is no longer needed.

#### VII. School - Site Operations

The mutual responsibilities of CIS and the CFISD related to site operations are further defined in Attachment A. Each CFISD campus principal will accept the responsibilities set forth in Attachment A with its assigned CIS staff member(s) further detailing the responsibilities stated in the Scope of Services.

### VIII. Termination of Services

If CIS fails to provide services promised under this Agreement, CFISD will give CIS fifteen (15) days notice to correct the matter. If after 15 days CIS has not taken corrective action, CFISD may, upon giving CIS thirty (30) days notice, terminate this Agreement. Further, this Agreement may be terminated prior to the expiration of the term hereof by mutual Agreement of the parties or by either party giving thirty (30) days written notice. Upon termination of the Agreement, CFISD shall be liable only for services performed up to the date of termination and any CIS obligations which cannot be cancelled. Final payment will be made by CFISD within 15 days of receipt of CIS documented expenses by CFISD.

### IX. Funding

In the event that the expenditure of funds to be supplied to CFISD by a third party for the programs as herein specified are disallowed; then it is understood and agreed that CIS be paid for only those expenses incurred and uncancellable obligations undertaken as of the date of termination up to and including the time of written notification of unavailability of funding by CFISD. Final payment will be made by CFISD within 15 days of receipt of CIS documented expenses by CFISD.

### X. Notice

Any notice required to be given under the provisions of this Agreement shall be in writing and sent to the following addresses:

To CFISD:

Dr. Douglas Killian  
Superintendent  
Cypress-Fairbanks Independent School District  
11440 Matzke Rd.  
Cypress, TX 77429  
[Douglas.killian@cfisd.net](mailto:Douglas.killian@cfisd.net)

To CIS:

Lisa Descant  
Chief Executive Officer  
Communities In Schools of Houston, Inc.  
1111 North Loop West, Suite 300  
Houston, Texas 77008  
[lisad@cis-houston.org](mailto:lisad@cis-houston.org)

Any party may designate a different address by giving the other party ten days written notice in the manner provided above.

#### XI. Assignment

Neither this Agreement nor any duties or obligations hereunder shall be assignable by either party without the prior written consent of the other party.

#### XII. Governing Law

The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

#### XIII. Waiver of Immunity

CFISD does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions or obligations described herein.

#### XIV. Authorization of Agreement

Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.

#### XV. Waiver of Breach

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

#### XVI. Section Headings

The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.

#### XVII. Complete Understanding

This Agreement shall constitute the complete understanding of CIS and CFISD and supersedes any previous oral agreements. It may not be modified in any manner without the express written consent of both parties.

XVIII. Duplicate Originals

This Agreement is executed in two (2) copies, each of which shall have the full force and effect of the original Agreement, and each of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties to this contract set their hands and affixed their seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

COMMUNITIES IN SCHOOLS OF  
HOUSTON, INC.

CYPRESS-FAIRBANKS INDEPENDENT  
SCHOOL DISTRICT

By: \_\_\_\_\_  
Lisa Descant  
Chief Executive Officer

\_\_\_\_\_  
Dr. Douglas Killian  
Superintendent

Attachment A  
**School Site Operations**

The following sets forth the basic school site operational model of CIS and defines the respective responsibilities of both CIS and CFISD at the school sites. Specific requirements unique to each site (numbers of students to receive case management services; total number of students to be served; allotment of time to specific activities, etc.) will be developed between CIS and the respective school principal within the guidelines and consistent with the Agreement to which this attachment is an integral part. The Communities In Schools of Houston Student Support Manager and Principal have discussed the following topics in detail and are in agreement regarding all areas listed below:

**1. CIS Role and contractual obligation:**

Communities In Schools of Houston will provide staff who are **student support specialists** and resources on this campus for the benefit of students in at-risk situations so that they can stay in school and improve in academics, attendance and/or behavior. CIS will provide core staff augmented with volunteers, interns, and staff from public and private agencies **to serve students and their families.**

*\*Records will be released in accordance to the Confidentiality Texas Civil Laws and CIS policies and procedures.*

**2. Hiring, supervision, and evaluation of CIS staff:**

CIS will provide a Student Support Manager to administer the CIS Program and provide supervision of all CIS on-site personnel, repositioned staff, and volunteers. CIS staff remain employees of the organization while assigned to campus; repositioned staff will remain the employee of said agencies under the auspices of CIS. The CIS Student Support Manager acts as an agent of Communities In Schools of Houston and as a member of the school team at the assigned campus. The staff member is designated to the campus at the discretion of the campus administrator. Campus administrator is involved in the CIS Program selection process for the student support specialist and identifies the individual who is best fit for campus community.

**3. Campus rules and procedures:**

CIS staff will follow district policy and procedures and the campus guidelines as prescribed by the Independent School District. Criminal background checks requirements for CIS staff and volunteers will be in accordance with procedures of the district.

**4. CIS reports/information to be provided on a regular basis:**

CIS will provide a Campus Support Plan at the beginning of the academic year indicating program activities in response to assessed needs of the campus site. This document will be coordinated with the Principal. Final signed approval must be received from the Principal and CIS Program Director. Additionally, the CIS Student Support Manager will provide Monthly Reports that describe monthly service delivery to the Principal.

**5. CIS Communication with School Administration:**

The Principal agrees to meet with the Student Support Manager on a monthly basis. The assigned CIS Program Director will monitor program progress and schedule meetings, as needed, to address programming challenges, staffing issues and any other concerns of the school or agency.

#### **6. Phone and internet access for the CIS Office:**

The Principal at the assigned campus will provide access to telephone, fax lines, copiers, internet capabilities, office furnishings and office space that allows for privacy with students/families and small group meetings. In addition, the campus will provide access to district system and technology equipment in order to facilitate the efficient operation of the CIS Program.

#### **7. CIS will implement an integrated student supports approach:**

Communities In Schools of Houston's integrated student supports approach through strategic site coordination (based on needs assessment, collaboration and data tracking) and case management intervention connect the school and students with the following tiers of support to address both campus wide needs as well as the unique needs of individual students.

**Tier I** – School-Wide or large group services are designed to foster positive school climate and address school-level needs that impact students within the campus community.

**Tier II** – Targeted Programs are services offered to students and/or families with common needs, often received in a group setting within the campus community.

**Tier III** – Individualized Support is offered to students and/or families with multiple-complex needs typically provided in a one-on-one setting within the school community.

#### **8. CIS Orientations for faculty:**

Communities In Schools of Houston's Student Support Manager will conduct a Fall and/or Spring orientation for faculty that describes the CIS Program and services offered to students and families on the assigned campus.

#### **9. CIS recommendation process:**

CIS staff will coordinate with school staff to establish a procedure for referrals to the program, and provide on-going follow-up to students served during the school year and/or in the summer school program. CIS staff will have access to administration support and school facilities after hours (for emergency situations and/or after school programming). All students, being served by the program must have a signed Parent Consent and Texas Education Agency Release of Information Form.

#### **10. Access to student data (i.e. At-Risk List, STAAR scores):**

To fulfill the requirements of the Texas Education Agency or other funding entity, campus agrees to provide the Campus At-Risk Student Roster, Free/Reduced Lunch Rosters, STAAR Identified Student Data, online district portal, attendance records, and Report Cards etc., for all students for whom CIS has Parental Consent and Texas Education Release of Information.

CIS may receive student data and information from the school district or campus prior to a signed Parent Consent and Texas Education Release of Information Form only in the situations listed:

[1] CIS, acting at the request and on behalf of the campus and/or district may receive student's information; [2] CIS is listed in the student handbook under the Federal Education Rights and Privacy Act (FERPA) section; [3] CIS is reporting suspected child abuse to the applicable agencies.

#### **11. CIS will strive to achieve the following objectives:**

85% of students targeted for intense individualized case management services will improve in Academics, Behavior and Attendance. \*The targeted students – to be identified in cooperation with Texas Education Agency Guidelines and unique needs of campus community.

## **12. CIS role in school crisis situations:**

The Principal and the School's Crisis Response Team will assume responsibility for the Campus Crisis Policy, and handling cases that involve: suicide threats and/or acts of self-harm, violent behavior, child abuse, sexual abuse or harassment, criminal behavior, legal custody, student records as required by the Board of Education. A CIS Student Support Manager or CIS designee if approved by the Principal may be a member on the Crisis Response Team at the assigned campus.

## **13. CIS procedure for reporting abuse:**

The CIS staff must follow the Family Education Rights and Privacy Act (FERPA) requirements in obtaining student information and The Federal Child Abuse and Treatment Act (CAPTA), the Texas Family Code 261.101 that requires any person who has cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect shall report that abuse or neglect.

## **14. CIS mandated documentation and reporting requirements:**

The CIS staff will reserve a minimum of one (1) hour per day for documentation of service delivery. The CIS staff must complete all service delivery documentation weekly through Bluebonnet and case management records at the designated documentation deadlines per CIS Central Office. CIS agrees to maintain a file on each assigned case-managed student containing all relevant data. The number of students receiving case managed services will be subject to the number of CIS staff and the grant requirements under which the CIS staff operates.

## **15. CIS inclusion in the Campus Improvement Plan? If so, what areas:**

CIS will be included in and have access to the Campus Improvement Plan as appropriate by Principal. CIS staff can participate on the Shared Decision Making Committee, per the Principal's discretion.

## **16. Attendance at faculty and community meetings:**

The CIS staff will participate in faculty meetings, community meetings, and parent meetings as appropriate to provide information on CIS, or that have information that is applicable to CIS staff.

## **17. CIS-required meetings and trainings:**

The CIS staff must attend these Texas Education Agency mandated professional development meetings, workshops, and trainings required to fulfill grant requirements or obligations of contract. These include Annual In-Service and Quarterly In-Service, documentation training, grant-specific workshops, and once-a-month Cluster Meetings. CIS staff will provide these dates in advance to the Campus Administrator/Principal.

## **18. Transportation Policy for CIS:**

CIS staff cannot transport students unless authorized per requirements in CIS Personnel Handbook. CIS staff can participate in the school sponsored field trips. District/campus will provide necessary transportation to approved field trips.

## **19. Fundraising Policy for CIS:**

CIS staff may not participate in fund raising events and/or activities that involve the solicitation of and/or the handling of financial (cash, e-payment/transaction or checks) donations.

**20. Requests for reports, grant support letters, etc:**

CIS Central Office must approve school-based grants, contracts and requests from internal or external entities for reports of service delivery. These requests must be made in writing to the Student Support Manager for submission to the Central Office administration of Communities In Schools.

**21. CIS Role with regards Supplanting of District Personnel:**

CIS's agreement with the school district states that CIS staff cannot supplant district personnel positions i.e., testing administration, grant writing, translation services (except in the course of providing social services), or serve as an ancillary staff person. In addition, the Communities In Schools professional cannot complete district paperwork, suicide assessments, do Special Education testing, testing for counseling as a related service, provide counseling as a related service, facilitate ARD meetings, or complete special education paperwork.

**22. Duties not related to CIS:**

CIS staff must submit in writing to their assigned Program Director any additional duties or assignments (that involve more than 30 minutes of time per day) which are outside the scope of the grant and/or contract obligations signed with the Independent School District. (Note: Morning/Afternoon/Lunch Duty or Combined Duty = 30 minutes.) Final approval must be received from the CIS Program Director.

Attachment B  
**Data Requirements**  
Evaluation

To aid CIS data management, CFISD will provide the following data on students, within the technical and policy constraints and limitations of CFISD.

- Student names, Local Student IDs and Texas Unique IDs
- Demographic data including address, age, race, gender, ethnicity, date of birth, home language, campus and grade level
- Free and reduced lunch status
- At-risk indicators and factors
- Tardies by class
- LEP status
- CCMR status
- Access to student records once CIS parental consent has been obtained including previous year's STAAR results

After the end of the school year, CFISD will provide to CIS:

- Results for the STAAR test taken by CIS caseload students
- End of the year status (promoted, placed, retained, graduated)
- Tardies by class
- Final report cards containing information on attendance, behavior and academic grades
- Promotional status of CIS caseload students who attend summer

CFISD				2025-2026		
	<u>Site Type</u>	<u>Site Count</u>	<u>FTE</u>	<u>Campus Share</u>	<u>CIS Share</u>	<u>Program Avg. Cost</u>
Cypress Creek HS	HS	1	1	50,000	67,110	117,110
Cypress Lakes HS	HS	2	1	50,000	67,110	117,110
Cypress Park HS	HS	3	2	105,000	122,945	227,945
Cypress Springs HS	HS	4	1	50,000	67,110	117,110
Jersey Village HS	HS	5	2	105,000	122,945	227,945
Langham Creek HS	HS	6	1	50,000	67,110	117,110
<b>Total</b>		<b>6</b>	<b>8</b>	<b>410,000</b>	<b>514,330</b>	<b>924,330</b>

Cypress-Fairbanks Independent School District Contractual Rider B  
Contracts Valued at \$50,000 or Greater

The Cypress-Fairbanks Independent School District (“District”) and \_\_\_\_\_ Communities In Schools of Houston, Inc \_\_\_\_\_ (“Vendor”) hereby enter into this contractual rider (“Rider”) on even date herewith to the attached contract (“Contract”) for the specific purpose of amending the Contract as follows:

1. **Controlling Provisions.** Notwithstanding any other provision in the Contract or any subsequent amendment to the Contract, the District and Vendor expressly agree that the provisions in the Rider control in the event of a conflict between the Rider and the Contract or any subsequent amendment to the Contract (hereinafter singularly and collectively referred to as “Contract”).
2. **Annual Appropriation of Funds.** To the extent the term of the Contract exceeds one (1) fiscal year, each subsequent term beyond one (1) fiscal year is specifically subject to an annual appropriation (budgeting) of funds by the District’s Board of Trustees. In the event funds are not appropriated (budgeted) for any fiscal period (called a “Non-appropriation”), the then-current term in the Contract is terminated effective on the last day of the last fiscal period in which funds were appropriated for the Contract. Prior to Non-appropriation, the District agrees to use due diligence to secure funds available and if appropriation of funds is not possible, the District agrees to provide written notice to the Vendor at least thirty (30) days prior to the end of the then-current fiscal year.
3. **Confidentiality.** In the event Vendor receives student or employee records from the District as part of the Contract, Vendor agrees to secure the confidentiality of all information and records received, in accordance with applicable federal and state laws, rules, and regulations. For student records, Vendor acknowledges that the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g, governs the privacy and security of educational records and certain student information. To the extent feasible, Vendor shall be designated by the District a “school official” under FERPA for the purposes of performing the services under the Contract. In this event, Vendor agrees to strictly abide by FERPA, including but not limited to, not disclosing FERPA-protected information to any third party without the written authorization of the District.
4. **Texas Public Information Act.** The District hereby gives Vendor notice that it is a public entity subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code (“Act”). As such, it may be required under the law to provide documents (including those provided by Vendor under the Contract) upon proper request under the Act. The District agrees, however, that in the event it receives such a request for the Contract or related documents provided by Vendor under the Act, that it will promptly notify Vendor of the request and seek an opinion from the Texas Attorney General as to the confidentiality and proprietary nature of any documents specifically noted by Vendor in the Contract to be confidential and proprietary.
  - 4.1 Vendor acknowledges that requirements of the Texas Public Information Act, Chapter 552 of the Texas Government Code, Subchapter J, may apply to this Contract if it is valued at more than \$1 million. The Vendor agrees the Contract can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter, including the preservation of all “contracting information” (as defined by Texas Government Code Section 552.003) and providing to the District, upon request, all of the contracting information. Contracting information includes, but is not limited to, records, communications and other documents related to the bid process, the Contract, payments, receipts, scope of work/services, and performance of the Contract.

- 4.2 In the event Vendor receives notice from the District that contracting information as defined by the Act has been requested pursuant to the Act and Vendor knowingly or intentionally has either failed to comply with the retention requirement for contracting information under the Act or refuses to promptly comply with a request from the District to provide the contracting information under the Act, the parties agree that the Contract may be terminated by the District without further obligation.
- 4.3 Vendor waives any claim against and releases from liability the District, its officers, employees, or agents, with respect to disclosure of information required by law in compliance with the Act.
5. **Invoicing.** Invoices shall be itemized and mailed to:  
Accounts Payable  
Cypress Fairbanks ISD  
P.O. Box 692003  
Houston, TX 77269-2003
6. **Payment Terms and Disputed Charges.** Invoices will be paid within 45 days of when the goods were received, the services were completed, or the invoice for goods or services was received. Any disputed charges shall be reported in writing to the Vendor no later than fifteen (15) business days from receipt of invoice, and District shall have the right to withhold payment of any invoice containing disputed charges until Vendor is able to justify such charges.
7. **Tax Exemption.** District stipulates that it is an exempt organization as defined by the Limited Sales Excise and Use Tax Act and as such is exempt from the payment of such taxes as may be applicable to this Contract.
8. **Breach.** No waiver of a breach of provision of the Contract or any subsequent amendment shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.
9. **Felony Conviction Notice.** Texas Education Code Section 44.034 requires that a person or business entity (excluding publicly-held corporations) that enters into a contract with the District shall give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony (“Felony Conviction Notice”). District may terminate this Contract if it determines that Vendor failed to give the Felony Conviction Notice as required by the Texas Education Code Section 44.034 or misrepresented the conduct resulting in the conviction. By entering into the Contract, Vendor hereby confirms compliance with Texas Education Code Section 44.034. Any change in Vendor’s status regarding the required Felony Conviction Notice, occurring at any point during the term of the Contract, shall require proper written notice to the District’s superintendent of schools.
10. **Criminal Background Check.** If the Vendor, its employees, or agents will have or has continuing duties related to the contracted services and has or will have unsupervised direct contact with students, the Vendor, its employees, and/or agents will be required to undergo a criminal background check as deemed necessary by the District. The Vendor shall be responsible for any costs associated with the criminal background checks.
11. **Debarment and Suspension.** Vendor certifies that he/she is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency.

## 12. General Covenants and Provisions

12.1 All items and services offered shall conform to all applicable local, county, state and federal laws, ordinances and regulations. For the duration of the Contract, Vendor shall maintain all required licenses, certifications, permits, and any other documentation to perform this Contract.

12.2 All supplies, equipment and Services provided by the Vendor shall include the manufacturer's minimum standard warranty and one (1) year labor warranty unless the Contract provides for a longer length; in which case the longer length shall control. Vendor shall be an authorized dealer, distributor or manufacturer for all products provided. All goods and equipment proposed shall be new unless agreed to in writing.

12.3 Vendor shall observe and abide by all applicable laws and regulations, including, but not limited to, Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; the Texas Education Code; the Texas Administrative Code; Texas Workforce Commission statutes; and applicable District policies and procedures relative to Vendor's conduct on District premises and performance of any services under the Contract.

12.4 Vendor shall be responsible for ensuring all products and services provided pursuant to the Contract comply with accessibility requirements under state and federal law for use by individuals with disabilities.

13. **Non-Discrimination.** It is the policy of the District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. As such, Vendor agrees not to discriminate against any District employee or applicant for employment with the District in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.

14. **No Boycott of Israel.** If Vendor is a company that has 10 or more full-time employees and the Contract has a value of \$100,000 or more, Vendor hereby certifies that it (any of its affiliates or parent company), does not, and will not, boycott Israel during the term of the Contract with the District.

15. **No Boycott of Energy Companies.** If the Vendor is company with 10 or more full-time employees and the contract has a value \$100,000 or more, Vendor hereby certifies that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

16. **No Boycott of the Firearms Industry.** If Vendor is a company that has at least 10 full-time employees and the Contract has a value of at least \$100,000, Vendor hereby certifies that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

17. **Certification Regarding Terrorist Organizations.** Vendor certifies that the Vendor is not identified on the Texas Comptroller's list of companies known to have contracts with, or provide

supplies or services to, a “Foreign Terrorist Organization” as defined by the United States Secretary of State.

18. **Transactions with Abortion Provider or Affiliate.** Vendor hereby certifies that it is not an abortion provider or affiliate of such a provider as noted in Chapter 2273 of the Texas Government Code, and the parties hereby agree that the District is relying upon Vendor’s certification in this provision in entering into the Contract. Vendor’s failure to accurately certify its compliance with of this provision, or any subsequent act by Vendor that makes the certification in this provision invalid, will result in the Contract being voidable by the District and Vendor hereby agrees to defend and indemnify the District against any action brought by the Office of the Attorney General for a violation of Texas Government Code Section 2273.003 based on Vendor’s failure to comply with this provision.
19. **Child Support Certification.** Pursuant to Section 231.006 of the Texas Family Code, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to: (1) receive payments from state funds under a contract to provide property, materials, or services; or (2) receive a state-funded grant or loan. Vendor certifies that it is not ineligible to receive payment under the Contract and acknowledges that the Contract may be terminated, and payment withheld if this certification is inaccurate or any subsequent act by Vendor makes the certification inaccurate.
20. **Non-Collusion.** Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.
21. **Records Retention and Audit.** The District, its agent, or any state or federal investigating agency may audit all of Vendor’s records and accounts relating to this Contract. Vendor shall retain any books, documents, papers, or records which are directly pertinent to this Contract. Vendor shall retain such records and make them available for audit, review, and copying upon request, for a minimum period of five (5) years after completion of the Contract, receipt of the goods, the date the District receives the Vendor’s final invoice, the end date of the grant award, or the date the District makes final payments and closes pending matters in connection with this Contract, whichever is later.
22. **Independent Contractor.** The parties agree that the Vendor is being engaged as an independent contractor and the District will have no responsibility or obligation to provide transportation, insurance, Workers’ compensation, or employee benefits normally associated with employment status. Vendor covenants and agrees to conduct itself consistent with independent contractor status and that it will neither hold itself out as nor claim to be an officer, partner, employee, or agent of the District.
23. **Subcontractors.** Contractor shall not subcontract or transfer any of its obligations under this Contract without prior written consent of the District. Any subcontractors must agree to and meet all of the obligations and agreements in the Contract as Vendor, including but not limited to the same non-discrimination obligations, certifications/affirmations contained herein, and criminal conviction and background check requirements. Notwithstanding anything to contrary herein, the District shall have no contractual or legal obligation to any subcontractors of Vendor.
24. **Force Majeure.** Neither party shall be held responsible for any delay or failure in performance of any part of this Contract to the extent such delay or failure is caused by fire, flood, explosion,

war, embargo, unforeseen governmental requirement, civil or military authority, act of God, declared public health emergency, or other comparable causes beyond its control and without the fault or negligence of the delayed or non-performing party that renders performance actually or legally impossible. The affected party will notify the other party in writing within ten (10) days after the beginning of any such event that affects its performance as described above. Notwithstanding, if a party's performance is delayed for a period exceeding thirty (30) days from the date the other party receives notice under this paragraph, the non-affected party will have the right, without any liability to the other party, to terminate the Contract. Notwithstanding anything herein to the contrary, the District at its sole discretion, reserves the right to seek reimbursement or refund of any amounts paid under this Contract or reschedule services at a time mutually agreeable to the parties.

25. **Choice of Law and Venue.** The choice of law for the Contract, including this Rider, shall be Texas and venue for any proceeding initiated under the Contract shall lie in Harris County, Texas.
26. **Jury Trial.** Any provision in the Contract waiving the District's right to a jury trial is hereby deleted in its entirety and is thereby null and void.
27. **Arbitration.** Any provision in the Contract requiring arbitration hereby deleted in its entirety and is thereby null and void.
28. **Indemnification.** Indemnification clauses and any other provision inuring an unknown future obligation to a governmental entity are prohibited by the Texas Constitution's prohibition against creation of a future debt. Any provision in the Contract requiring indemnification of Vendor by the District is therefore only enforceable to the extent it is allowed by Texas law. The District hereby specifically provides notice to Vendor that any indemnification provision in the Contract is currently unenforceable under Texas law and Vendor hereby acknowledges that it is not relying upon any contractual indemnification provisions in the Contract as inducement for entering into the Contract.
29. **Responsibility.** Each party represents and warrants to the other that the execution of Contract, including this Rider, has been duly authorized and thereof constitutes a valid and enforceable obligation of such party according to its terms.
30. **Assignment.** No assignment of the Contract or any duty or obligation or performance hereunder shall be made in whole or in part by any party without the prior written consent of all parties hereto.
31. **Modifications / Amendments.** The Contract, including this Rider, its terms, covenants, and conditions may be modified only in writing and witnessed by an amendment executed by both parties.
32. **Counterparts.** The Contract, including this Rider, may be executed in any number of counterparts, each of which will for all purposes be deemed an original, but all of which together will constitute one and the same document.
33. **Waiver.** The parties have read the Contract, including this Rider, and agree to be bound by its terms. The parties further agree that the Contract, including this Rider, constitutes the entire and exclusive agreement of the parties and supersedes all previous communications, representations or agreements, either oral or written, between them. No waiver, alteration or modification of any

of the provisions shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration or modification is sought.

34. **Severability.** If any court or competent authority finds that any provision of the Contract, including this Rider, is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provisions such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention. If, however, the parties cannot agree of the revised language to make such provision legal, valid, and enforceable, then such provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions and/or the Contract shall remain in full force and effect.

35. **Headings.** The headings used in this Rider are inserted for convenience of reference only and do not limit the meaning or interpretation of any provision of this Rider.

**Having agreed to the foregoing terms, and with the intention of being bound, the parties have executed this Rider as part of the Contract as of the dates shown below.**

**Cypress-Fairbanks Independent School District**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Executed

**Vendor**



\_\_\_\_\_  
Signature  
Chief Operating Officer

\_\_\_\_\_  
Title  
4/29/2025

\_\_\_\_\_  
Date Executed

Request for Proposal Name: \_\_\_\_\_

Request for Proposal Number: \_\_\_\_\_