

**INTERLOCAL COOPERATION AGREEMENT  
FOR THE BUILDOUT AND LEASE OF PROPERTY IN PASADENA, TEXAS**

**THIS INTERLOCAL AGREEMENT** (the “Agreement”) is entered by and between Harris County (“County”), a body corporate and politic under the laws of the State of Texas, acting by and through the Harris County Office of Management and Budget (“OMB”) and the Harris County Engineering Department (“Department”), and the Harris County Hospital District d/b/a Harris Health System (“Harris Health”), a political subdivision of the State of Texas, pursuant to the authority granted and in compliance with the provisions of the “Interlocal Cooperation Act”, Texas Government Code, Chapter 791 *et. seq.* The County and Harris Health are referred to collectively as the “Parties” and individually as a “Party”.

**RECITALS**

WHEREAS, County is purchasing the property commonly identified as the former Dillard’s building at 100 Pasadena Boulevard, Pasadena, Harris County, Texas 77506, in the Pasadena Square mixed-use redevelopment and as generally identified and depicted in Exhibit “A” which is incorporated herein by reference (the “Property”).

WHEREAS, Harris Health desires to convert the first floor of the Property into a health clinic and subsequently lease the first floor from the County for a term of twenty-five (25) years.

WHEREAS, both Parties seek to set forth the terms and conditions for the construction, lease, and payment of costs for the Buildout of the Pasadena Square project; and to detail the terms of the construction, completion and payment of Buildout costs at agreed-upon milestones;

WHEREAS, the County shall provide funding for Harris Health to complete the development of the full site of the Property, including all work for the buildout of the first floor for clinic use by Harris Health, and all work for delivery of Warm Shell (defined below) of the second floor for clinic use by the County (the “Buildout”); and

WHEREAS, after Buildout is complete, Harris Health will reimburse the County for Harris Health’s portion of the Buildout costs through lease payments amortized over a 25-year term and pursuant to the terms of a Lease to be executed between the Parties.

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties agree as follows:

**TERMS**

**Article 1. Term and Termination**

1.1 This Agreement shall be effective on the later date it is executed by the Parties (the “Effective Date”) and shall remain in full force and effect until the Buildout of the Property

is complete, subject to the terms of this Agreement, and the Parties have executed a lease agreement for the Property as set forth herein.

## **Article 2. Responsibilities of the Parties**

### **2.1 Harris Health's Responsibilities:**

- 2.1.1 Harris Health shall select and contract with an architect (the "Architect") for the design of the Preliminary and Final Plans, as defined below.
- 2.1.2 Harris Health shall select a construction manager at-risk ("CMAR") to complete the Improvements set forth in the Final Plans. "Improvements" is defined below in Section 4.1.
- 2.1.3 Subject to approval of the Harris Health System Board of Trustees, Harris Health intends to lease the first floor of the Property from the County for a term of twenty-five (25) years (the "Lease") and with other terms as set forth herein.

### **2.2 County's Responsibilities**

- 2.2.1 The County intends to purchase the Property from the developer. The terms of this Agreement are conditioned upon the County closing on the purchase of the Property on or before August 31, 2025.
- 2.2.2 The County shall complete its own due diligence in identifying risks and hazards in the Property, including, but not limited to, inspection for structural integrity, confirmation of title and ownership, and a property survey to confirm boundaries and easements. The County shall not rely exclusively on the efforts of Harris Health to complete its own due diligence regarding the Property, and nothing in this Agreement removes the County's independent obligation to complete its own due diligence.
- 2.2.3 After completing the purchase of the Property, the County shall permit Harris Health and its employees, agents, contractors and suppliers to enter the Property to enable Harris Health to make the Property ready for occupancy. Any such entry into the Property shall be at Harris Health's sole risk and the County shall not be liable in any way for personal injury, death, or property damage which may be suffered in or about the Property by Harris Health or its employees, agents, contractors, suppliers or workmen.

## **Article 3. Condition of the Property**

- 3.1 Harris Health has inspected the Property and hereby accepts the Property in its as-is condition. The County makes no representation or warranty with respect to the condition of the Property or the fitness thereof for any purpose.

## **Article 4. Approval of Plans and Construction of Improvements**

- 4.1 **Preliminary Plans.** As soon as practicable after execution of this Agreement, Harris

Health shall submit to the County the preliminary plans, including interior and exterior site schematics and any and all design, drawings and specifications for the Buildout (hereinafter called "Preliminary Plans"), including but not limited to Preliminary Plans for the following improvements to be constructed by Harris Health on the Property (referred to as the "Improvements" throughout this Agreement):

4.1.1 "Landscaping" which shall be defined as and include all exterior groundwork, including but not limited to underground and utility work, if necessary, to finish the parking and landscaping for the Buildout;

4.1.2 "Core and Shell" shall be defined as and include all interior and exterior work to the building, including but not limited to the following areas: roof, exterior façade, windows, elevator, entrances, separation from the mall, loading dock, stairs, electrical service, plumbing, separate utilities, separation of the first and second floor units, and backup generator;

4.1.3 Expansion for exterior 2<sup>nd</sup> Floor Entry;

4.1.4 First floor/Level 1 – Interior Buildout;

4.1.5 Second floor/Level 2 – Warm Shell interior. "Warm Shell" shall be defined to include completion of ingress/egress points, bathrooms, MEP Infrastructure, sheetrock, , and ceiling lights; rough electrical and low voltage. Warm Shell is not intended to include wall paint, carpet, or any nonstructural walls (such as conference rooms and offices); and

4.1.6 MEP Infrastructure shall be defined as and include for each of the two (2) separate units: (i) full completion of first floor unit infrastructure; and (ii) second floor unit infrastructure installation with mechanical runs where possible, and rough runs to be placed when additional rooms are installed by future occupant.

4.2 The County's approval of the Preliminary Plans shall not be unreasonably withheld, conditioned or delayed. If the County does not approve the Preliminary Plans, the County shall have ten (10) days to inform Harris Health in writing of the reasons for such disapproval and Harris Health shall have fifteen (15) days thereafter to resubmit revised Preliminary Plans and obtain approval thereof from the County. Harris Health shall not unreasonably refuse to satisfy any reasonable objections made by the County.

4.3 **Final Plans.** After approval of the Preliminary Plans by the County, Harris Health shall have the final design plans (the "Final Plans") prepared and delivered to the County. The Final Plans shall contain a list of construction milestones with estimated funding requirements for each milestone and the portion of project costs allocable to each of the items in Article 4.1.1 through 4.1.16, above. The County's approval of the Final Plans shall not be unreasonably withheld, conditioned or delayed. If the County does not approve the Final Plans, the County shall have ten (10) business days to inform Harris Health in writing of the reasons for such disapproval and Harris Health shall have fifteen (15) days thereafter to resubmit revised Final Plans and obtain approval thereof from the County.

4.3.1 No work shall commence on the Buildout until Harris Health has received written notice of approval from Harris County of the Final Plans. The County shall provide written notice of approval or disapproval of the Final Plans to Harris Health within ten (10) business days receipt of the same. If Harris Health has not received written

approval or disapproval of the Final Plans from the County within ten (10) business days, then Final Plans shall be deemed approved.

4.3.2 Upon failure of the Parties to agree upon said Final Plans within sixty (60) days after Harris Health first furnishes the County the required Final Plans, this Agreement may be terminated by either the County or Harris Health with written notice and neither Party shall have any further obligation hereunder.

4.4 No material variation from the approved Final Plans shall be made without the prior written approval of the County, which shall not be unreasonably withheld, conditioned or delayed. Harris Health shall after approval of the Final Plans, with due diligence, construct the Improvements on the Property in a manner consistent with the provisions of Section 4.5 of this Agreement.

**4.5 Construction of Improvements**

4.5.1 Harris Health's selection and approval of an architect and any and all contractors and subcontractors shall be in accordance with Texas law.

4.5.2 With respect to any contract for labor or materials, Harris Health acts as a principal and not as the agent of the County. Harris Health shall have no authority to place, and shall not allow any contractor or third party to place, any lien upon the Property or any interest therein, nor in any way to bind the County, and any attempt to do so shall be void and of no effect. If any materialman's lien, affidavit, charge, or order for the payment of money shall be filed against the County, the Property or any portion thereof or interest therein, Harris Health shall, at its own cost and expense, cause same to be discharged of record by payment, bonding or otherwise no later than fifteen (15) days after notice to Harris Health of the filing thereof, but in all events, prior to foreclosure thereof. If the same has not been discharged prior to fifteen (15) days the County may, but shall not be obligated to, discharge the same and Harris Health shall be immediately responsible for repayment of any such materialman's lien, affidavit, charge, or order and any and all related expenses.

4.5.3 Within fifteen (15) days after Substantial Completion (defined below) of any improvements to be constructed by Harris Health, Harris Health shall furnish the County with the following: a) Harris Health's affidavit that Harris Health's work has been completed in strict accordance with the Final Plans and specifications, which affidavit may be relied upon by the County; b) the affidavit of the prime contractor performing Harris Health's work, to the effect that the Improvements have been fully completed in accordance with plans and specifications, and that all subcontractors, laborers, and material suppliers, supplying labor or material for the Improvements, have been paid in full; and c) a written certification from Harris Health's architect that all Improvements have been completed in accordance with the approved Final Plans.

"Substantial Completion" shall be defined as the stage in the progress of the Buildout when the work is sufficiently complete in accordance with the Final Plans (or any approved changes thereto) so that each Party can occupy or utilize the Property for its intended use.

4.5.4 All construction work performed by or on behalf of Harris Health shall be

performed in a good and workmanlike manner, in compliance with all governmental requirements, and in such manner as to cause a minimum of interference with other construction that may be in progress on or near the Property.

- 4.6 The County reserves the right at any time and upon twenty-four (24) hours advance notice to access and inspect the construction site, the books, invoices, receipt and records for any and all work performed throughout preparation of the Preliminary Plans, Final Plans, and the Buildout to confirm timeline and budget.

#### **Article 5. Payment for Improvements**

- 5.1 The Parties intend for the County to make scheduled payments to Harris Health for the design and construction of the Buildout before Harris Health incurs any costs to third party contractors. Accordingly, the County shall make the following scheduled payments to Harris Health, in a form acceptable to both parties, for the estimated costs set forth in Exhibit B ("Estimated Buildout Costs"):
- 5.1.1 **Traunch 1.** Within thirty (30) days after execution of this Agreement, the County shall pay to Harris Health the sum of Five Million and No/100 Dollars (\$5,000,000.00) for the development of Preliminary Plans and Final Plans, Construction Manager at-Risk (CMAR) preconstruction services, and environmental testing and mitigation services. This first payment is referred to as "Traunch 1" in the Conceptual Timeline in Exhibit B.
  - 5.1.2 **Traunch 2.** Within thirty (30) days after approval of the Final Plans according to the terms of Section 4.3 of this Agreement, the County shall pay to Harris Health the sum of Twenty Million and No/100 Dollars (\$20,000,000.00) as the first of four payments for Harris Health to complete the Buildout. This second payment is referred to as "Traunch 2" in the Conceptual Timeline in Exhibit B.
  - 5.1.3 **Traunch 3.** On or before thirty (30) days from the commencement of the Construction Period Phase I (including, but not limited to, exterior work, environmental remediation/repairs, MEP installation), the County shall pay to Harris Health the sum of Twenty Million and No/100 Dollars (\$20,000,000.00) as the second of four payments for Harris Health to complete the Buildout. This third payment is referred to as "Traunch 3" in the Conceptual Timeline in Exhibit B.
  - 5.1.4 **Traunch 4.** On or before thirty (30) days from the commencement of the Construction Period Phase II (including, but not limited to, First and Second floor split, entrance/exit construction, First Floor Interior), the County shall pay to Harris Health the sum of Ten Million and No/100 Dollars (\$10,000,000.00) as the third of four payments for Harris Health to complete the Buildout. This fourth payment is referred to as "Traunch 4" in the Conceptual Timeline in Exhibit B.
  - 5.1.5 **Traunch 5.** On or before thirty (30) days from the commencement of the Construction Period Phase III (including, but not limited to, Second Floor Interior, finish work) the County shall pay to Harris Health the sum of Ten Million and No/100 Dollars (\$10,000,000.00), as the fourth of four payments for Harris Health to complete the Buildout. This fifth payment is referred to as "Traunch 5" in the Conceptual Timeline in Exhibit B.

- 5.2 In the event that Harris Health reasonably believes that the Estimated Buildout Costs for any Traunch will be insufficient to complete the Improvements as set forth in the Final Plans, Harris Health shall provide written notice to the County requesting the additional funds necessary to complete the Improvements with detailed allocation of the additional amount for each specific Improvement (“Additional Funds Request”). The Additional Funds Request shall include proposals, quotes or estimates as support for the request. Any Additional Funds Requests will be submitted to the County no less than ninety (90) days before the fund disbursement is needed.
- 5.3 After receipt of Harris Health’s Additional Funds Request, and so long as the Final Plans have not been materially altered since the County’s approval, the County will make good faith efforts to promptly seek and receive any approvals necessary for the disbursement of the additional funds to Harris Health for completion of the Improvements up to a maximum amount of Eighty-Five Million and No/100 Dollars (\$85,000,000.00) (“Maximum County Expenditure”). If the total cost of the Buildout exceeds the Maximum County Expenditure, the County may elect to disburse additional funds to Harris Health for completion of Improvements, but shall be under no obligation to do so. Harris Health shall be solely responsible for payment of any amount exceeding the Maximum County Expenditure. The Parties agree and acknowledge that the County’s non-payment of any amount over the Maximum County Expenditure shall not be considered as a breach of any term of this Agreement.

#### **Article 6. The Lease**

- 6.1 After execution of this Agreement and within sixty (60) days after the County’s closing on the purchase of the Property, the Parties shall enter into a Lease Agreement setting out the terms under which Harris Health will lease the first floor of the Property for clinical purposes. Harris Health shall reimburse the County through lease payments pursuant to triple net (NNN) lease, with monthly base rental rate determined from Harris Health’s Project Costs (defined below in Section 6.3), amortized over a twenty-five (25) year term. Said rate shall not include operations and maintenance expenses, major repairs, and/or future capital improvements as set forth in the terms of the Lease Agreement. The current estimated amount of Harris Health’s Project Costs is set forth in Exhibit B under the column titled, “HH Budget Allocation.”
- 6.2 “Actual Cost,” as used herein, means the final cost for all services, supplies and materials, including but not limited to the costs for planning, testing, preconstruction, design, and construction of the Improvements as determined by the final pay invoices submitted to Harris Health after Substantial Completion. Actual Cost does not include “soft costs” like employee wages and benefits.
- 6.3 Lease payments shall be as set forth in the Lease and shall include all funds necessary for repayment to the County of the Actual Costs, including interest and other financing costs (at the exact rate as incurred by the County at the time that any such financing is issued), for the improvements to be occupied or utilized by Harris Health, as follows (referred to herein as “Harris Health’s Project Costs”):
- Fifty percent (50%) of the Actual Cost of the Landscaping improvements described in Section 4.1.1;

- Fifty percent (50%) of the Actual Cost of the Core and Shell improvements described in Section 4.1.2;
- The Proportionate allocation of the Actual Cost of the Expansion for Second Floor Entry set forth in Section 4.1.3;
- 100% of the Actual Cost of the First Floor Interior Buildout improvement set forth in Section 4.1.4;
- Zero percent (0%) of the Actual Cost for the Second Floor Warm Shell improvements described in Section 4.1.5; and
- The proportionate allocation of the Actual Cost of the MEP Infrastructure for the First Floor improvements described in Section 4.1.6.

- 6.4 The County understands and agrees that any increase in the Actual Cost of the Buildout from any revision or change in project scope which is made solely for the benefit of the Second floor, and approved by the County, shall not be included in the calculation for Harris Health's Project Costs.

The County Project Manager and Harris Health Project Manager shall jointly determine the amount of the actual project cost assigned to each of the cost categories specified in Section 4.1 that are used to determine Harris Health's Project Cost. Any disagreements will be referred to the County Engineer and the Chief Executive Officer of Harris Health or their designated representatives for resolution.

- 6.5 The Parties agree to use the standards developed by the Building Owners and Managers Association (BOMA) in determining the actual rentable square footage of the Property and as further specified and determined under the terms of the Lease Agreement.

#### **Article 7. Limitation of Appropriation**

- 7.1 The County understands and agrees, said understanding and agreement being of the absolute essence of this Agreement, that Harris Health is not appropriating any funds for this Agreement.
- 7.2 The County understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that failure of Harris Health to certify funds or to certify sufficient funding for the lease for any reason shall not be considered a breach of this Agreement.
- 7.3 Harris Health understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the County has available the total maximum sum of Sixty-Five-Million and No/100 Dollars (**\$65,000,000.00**) specifically allocated to fully discharge any and all liabilities which may be incurred by the County under this Agreement, including any and all costs for any and all things or purposes, arising under or out of this Agreement, irrespective of their nature, and notwithstanding any word, statement, or thing contained in or inferred from other provisions of this Agreement, which might in any light by any person be interpreted to the contrary.
- 7.4 The County understands and agrees that when and if the cost of the Improvements become equal to or exceed the total amount available as set forth in the Limitation of Appropriations, Harris Health in its sole discretion may cease construction activities to wait for the additional funding from the County. The County hereby agrees that any costs borne by Harris Health in completing the Improvements according to the Final Plans, for which

the County received an Additional Funds Request and did not transfer the additional funds before the ninety (90) day deadline, subject to the limitations in Article 5.3, shall be repaid to Harris Health prior to the lease commencement date. In the event that the County does not reimburse Harris Health for the excess funding prior to the lease commencement date, the County understands and agrees that the monthly base rental payments will be abated at the start of the lease term for the number of months necessary for Harris Health to recover the excess costs.

#### **Article 8. Miscellaneous**

- 8.1 Non-Assignability. The County and Harris Health bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement. Neither the County nor Harris Health shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other Party
- 8.2 Notice. Any notice required to be given under this Agreement ("Notice") shall be in writing and shall be duly served when it shall have been (a) personally delivered to the address below, (b) deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or the Harris Health at the following addresses:

Harris Health: Harris Health System  
PO Box 66769  
Houston, TX 77266-6769  
Attention: CEO/President

Copy To: Harris Health System  
Attention: Brian Pitre  
4800 Fournace Place  
Bellaire, TX 77401

[Such copy does not constitute Notice]

Harris County: Harris County  
1001 Preston Street  
Houston, Texas 77002  
Attn: County Judge

Copy To: Harris County Engineering Department  
1111 Fannin Street, 7<sup>th</sup> Floor  
Houston, Texas 77002  
Attn: Director, Real Property Division



And To: Harris County Office of Management and Budget  
1001 Preston  
Houston, Texas 77002  
Attn: Director, Revenue

8.2.1 Any Notice given by mail hereunder is deemed given upon deposit in the United States Mail and any Notice delivered in person shall be effective upon receipt. Each Party shall have the right to change its respective address by giving at least fifteen (15) days' written notice of such change to the other Party. Other communications, except for Notices required under this Agreement, may be sent by electronic means or in the same manner as Notices described herein.

8.3 Independent Parties. It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. The County is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of Harris Health for any purpose. Neither Harris Health, nor its employees, officers, or agents shall be considered to be employees, agents, partners or representatives of the County for any purposes. Neither Party has the authority to bind the other Party.

8.4 No Third-Party Beneficiaries. This Agreement shall be for the sole and exclusive benefit of the Parties and their legal successors and assigns. The County is not obligated or liable to any party other than Harris Health for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to confer or create rights or remedies upon any third party, increase the rights or remedies of any third party, or the duties or responsibilities of County with respect to any third party.

8.5 Waiver of Breach. No waiver or waivers of any breach or default (or any breaches or defaults) by either Party hereto of any term, covenant, condition, or liability hereunder, or the performance by either Party of any obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

8.6 No Personal Liability; No Waiver of Immunity.

8.6.1 Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.

8.6.2 The Parties agree that no provision of this Agreement extends either Party's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.

8.6.3 Neither the execution of this Agreement nor any other conduct of either Party

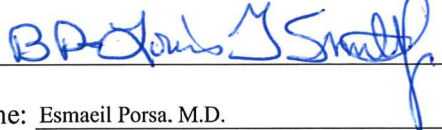
relating to this Agreement shall be considered a waiver by either Party of any right, defense, or immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.

- 8.7 Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.
- 8.8 No Binding Arbitration; Right to Jury Trial. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.
- 8.9 Contract Construction.
- 8.9.1 This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not authorize this Agreement.
- 8.9.2 The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- 8.9.3 When terms are used in the singular or plural, the meaning shall apply to both.
- 8.9.4 When either the male or female gender is used, the meaning shall apply to both.
- 8.10 Recitals. The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.
- 8.10 Entire Agreement; Modifications. This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved by the governing bodies of each Party.
- 8.11 Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.
- 8.12 Survival of Terms. Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.
- 8.13 Exhibits. All exhibits to this Agreement are incorporated herein for all purposes. The exhibits and schedules are as follows:
- Exhibit "A"**      Property Site Plan
- Exhibit "B"**      Budgetary Construction Estimate and Conceptual Timeline

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their names by their proper and duly authorized officers or representatives.

**HARRIS COUNTY HOSPITAL DISTRICT  
D/B/A HARRIS HEALTH SYSTEM**

By:   
Name: Esmail Porsa, M.D.

Title: President & CEO

Date Signed: July 25, 2025

APPROVED AS TO FORM:

CHRISTIAN D. MENEFE  
County Attorney

By: Nathan Bac  
Nathan Bac  
Assistant County Attorney  
C.A. File No. 25HSP0208

**HARRIS COUNTY**

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


Name: Lina Hidalgo

Title: County Judge

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

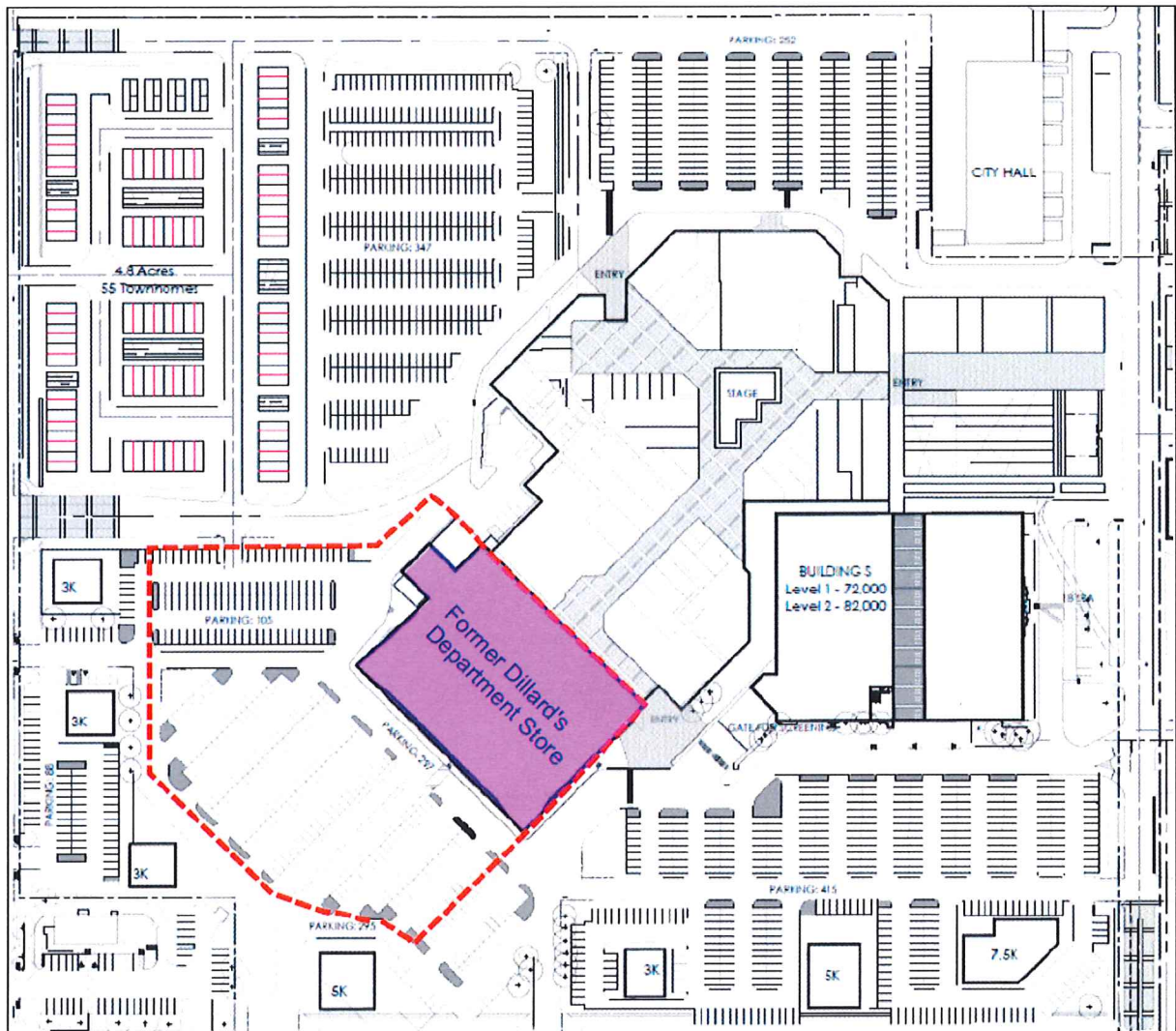
APPROVED AS TO FORM:

CHRISTIAN D. MENEFE  
County Attorney

By:   
Justina Preston  
Assistant County Attorney  
C.A. File No. 25RPD0074

**EXHIBIT A**

**Property Site Plan**



**EXHIBIT B**

**Budgetary Construction Estimate  
and  
Conceptual Timeline**

(follows behind this page)



# PASADENA SQUARE PROJECT BUDGET

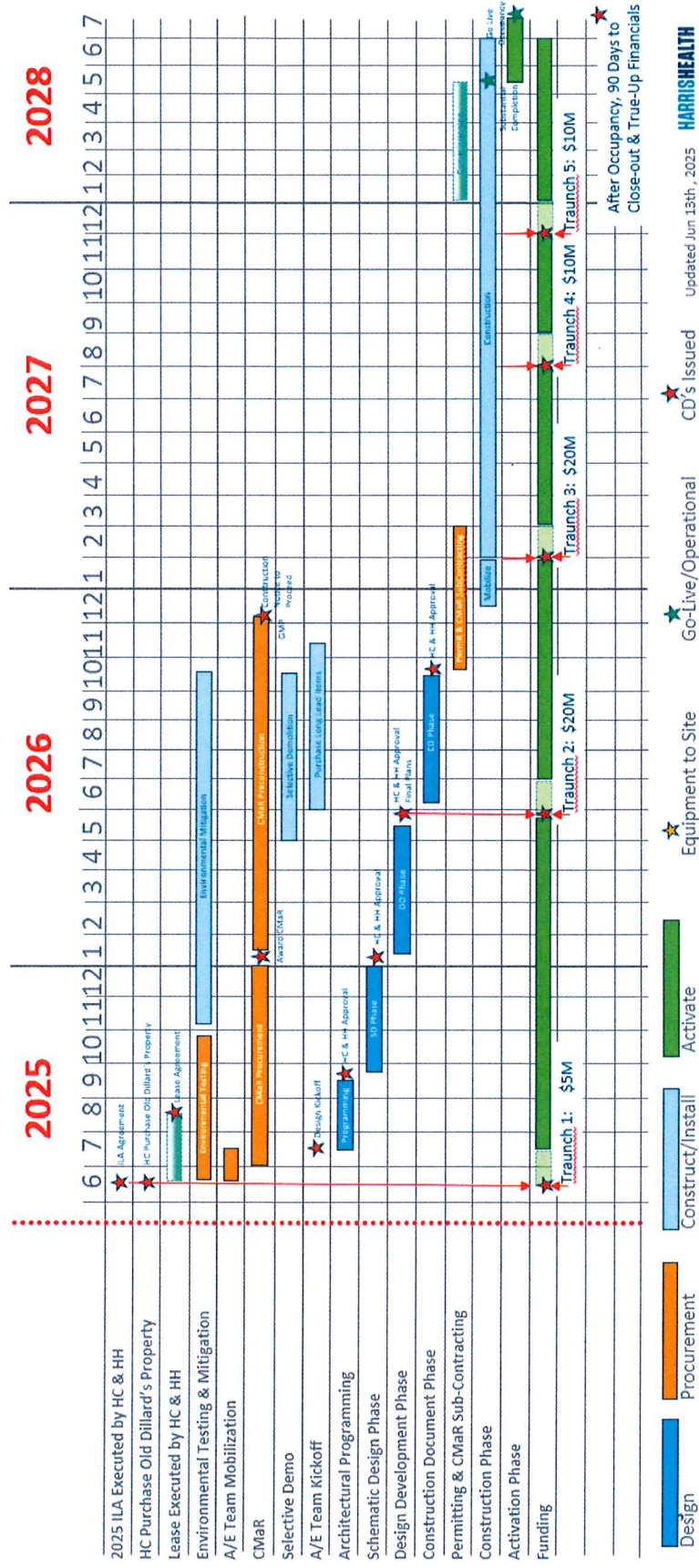
6/26/2025

	Estimate Totals	HC Budget Allocation	HH Budget Allocation
A/E Fees Core and Shell (including Site Improvements):	\$ 912,000	\$ 456,000	\$ 456,000
A/E Fees 1st Level Tenant Improvements:	\$ 1,337,500	\$ -	\$ 1,337,500
CMAA Preconstruction Fee:	\$ 250,000	\$ 125,000	\$ 125,000
Environmental Testing, Mitigation and other services required:	\$ 2,500,000	\$ 1,250,000	\$ 1,250,000
Core & Shell Improvements - General (See MEP Infrastructure below):	\$ 13,745,352	\$ 6,872,676	\$ 6,872,676
Dedicated Lobby and New Elevator Access to 2nd Level Addition (2,000 sf) (*):	\$ 3,127,908	\$ 1,563,954 (*)	\$ 1,563,954 (*)
Level 1 - Clinic Interior Buildout:	\$ 25,876,948	\$ -	\$ 25,876,948
Level 2 - Warm Shell Interiors:	\$ 7,988,600	\$ 7,988,600	\$ -
MEP Infrastructure (Without Generator):	\$ 2,149,078	\$ 1,074,539	\$ 1,074,539
MEP Infrastructure (1 MW Generator & transfer switch to serve whole building coverage (8 Watts/sf):	\$ 2,740,000	\$ 1,370,000	\$ 1,370,000
Site and Landscaping Allowance:	\$ 1,500,000	\$ 750,000	\$ 750,000
Subtotal	\$ 62,127,386	\$ 21,450,769	\$ 40,676,617
Market Escalation & Potential Tariff Impacts	\$ -	\$ -	\$ -
Project Contingencies (at 4.62%):	\$ 2,872,614	\$ 991,830	\$ 1,880,784
GRAND TOTAL:	\$ 65,000,000	\$ 22,442,599	\$ 42,557,401
RECOMMENDED TOTAL BUDGET:	\$ 65,000,000		
County Funding			

(\*) Proportional Allocation to be determined later

# Ambulatory Care Services – Pasadena Square

## Conceptual Timeline







**DESCRIPTION OF AN 8.320-ACRE  
(362,437 SQ. FT.) TRACT OF LAND  
SITUATED IN THE WILLIAM VINCE  
SURVEY, A-78, HARRIS COUNTY, TEXAS**

Being an 8.320-acre (362,437 Square Foot) tract of land situated in the William Vince Survey, A-78, Harris County, Texas. Said 8.320-acre tract being all of a called 9.8925-acre tract of land (Save & Except 1.5750 Acres), conveyed to Ventech Engineers International, LLC, by deed recorded under Harris County Clerk's File No. 20130215729, Film Code No. ER 044-30-0342 of the Official Public Records of Real Property, Harris County, Texas, and being more particularly described by metes and bounds as follows, with the basis of bearings being the Texas State Plane Coordinate System, South Central Zone No. 4204 (NAD 83), coordinates shown hereon are grid coordinates and may be converted to surface by applying the combined scale factor of 1.000113904. All distances are surface distances;

**BEGINNING (N=13,820,657.52; E=3,174,382.89)** at a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the east right-of-way line of Pasadena Boulevard (Right-of-Way Varies), for the southwest corner of a called 1.0743-acre tract of land conveyed to Portal LLC, by deed recorded under Harris County Clerk's File No. V051839, Film Code No. 540-02-2795 of the Official Public Records of Real Property, Harris County, Texas, for the most westerly northwest corner of said 9.8928-acre tract and for the most westerly northwest corner of said tract herein described;

THENCE North 87 deg. 27 min. 24 sec. East, with the south line of said 1.0743-acre tract, with a north line of said 9.8928-acre tract and with a north line of said tract herein described, a distance of 175.00 feet to a 5/8-inch iron rod found for the southeast corner of said 1.0743-acre tract and for an interior angle point of said tract herein described;

THENCE North 02 deg. 28 min. 41 sec. West, with the east line of said 1.0743-acre tract, with a west line of said 9.8928-acre tract and with a west line of said tract herein described, a distance of 145.04 feet to a 5/8-inch iron rod (CM) found for the southwest corner of a called 2.2833-acre tract of land conveyed to Sears, Roebuck and Co., by deed recorded under Harris County Clerk's File No. S146981, Film Code No. 510-27-3253 of the Official Public Records of Real Property, Harris County, Texas, for the most northerly northwest corner of said 9.8928-acre tract and for the most northerly northwest corner of said tract herein described;

THENCE North 87 deg. 29 min. 58 sec. East, with the south line of said 2.2833-acre tract, with a north line of said 9.8928-acre tract and with a north line of said tract herein described, a distance of 322.71 feet (called 322.50 feet) to a mag nail with shiner stamped "Terra Surveying" (CM) found for a northwest corner of a called 26.89-acre tract of land conveyed to 2015 Shopping Mall Business, LLC, by deed recorded under Harris County Clerk's File No. 20150349777, Film Code No. 072-48-2163 of the Official Public Records of Real Property, Harris County, Texas, for the most northerly northeast corner of said 9.8928-acre tract and for the most northerly northeast corner of said tract herein described;

THENCE South 02 deg. 25 min. 28 sec. East, with the west line of said 26.89-acre tract, with the east line of said 9.8928-acre tract and with an east line of said tract herein described, a distance of 98.46 feet to a mag nail with shiner stamped "Terra Surveying" (CM) found for an interior angle point of said tract herein described;

THENCE South 67 deg. 34 min. 06 sec. East, with a southwest line of said 26.89-acre tract, with a northeast line of said 9.8928-acre tract and with a northeast line of said tract herein described, a distance of 69.58 feet to a mag nail with shiner stamped "Terra Surveying" found for an angle point of said tract herein described;

THENCE South 27 deg. 34 min. 06 sec. East, with a southwest line of said 26.89-acre tract, with a northeast line of said 9.8928-acre tract and with a northeast line of said tract herein described, a distance of 60.65 feet to a mag nail with shiner stamped "Terra Surveying" found for an interior angle point of said tract herein described;

THENCE South 67 deg. 34 min. 06 sec. East, with a southwest line of said 26.89-acre tract, with a northeast line of said 9.8928-acre tract and with a northeast line of said tract herein described, a distance of 60.65 feet to a mag nail with shiner stamped "Terra Surveying" found for an angle point of said tract herein described;

THENCE South 27 deg. 34 min. 06 sec. East, with a southwest line of said 26.89-acre tract, with a northeast line of said 9.8928-acre tract and with a northeast line of said tract herein described, a distance of 60.65 feet to a mag nail with shiner stamped "Terra Surveying" found for an interior angle point of said tract herein described;

THENCE South 67 deg. 34 min. 06 sec. East, with a southwest line of said 26.89-acre tract, with a northeast line of said 9.8928-acre tract and with a northeast line of said tract herein described, a distance of 60.65 feet to a mag nail with shiner stamped "Terra Surveying" found for an angle point of said tract herein described;

THENCE South 27 deg. 34 min. 06 sec. East, with a southwest line of said 26.89-acre tract, with a northeast line of said 9.8928-acre tract and with a northeast line of said tract herein described, a distance of 60.77 feet (called 60.65 feet) to a mag nail with shiner stamped "Terra Surveying" (CM) found for the most easterly corner of said 9.8928-acre tract and for the most easterly corner of said tract herein described;

THENCE South 42 deg. 25 min. 54 sec. West, with a northwest line of said 26.89-acre tract, with a southeast line of said 9.8928-acre tract and with a southeast line of said tract herein described, a distance of 116.33 feet to a mag nail with shiner stamped "Terra Surveying" found for an interior angle point of said tract herein described;

THENCE South 47 deg. 34 min. 06 sec. East, with a southwest line of said 26.89-acre tract, with a northeast line of said 9.8928-acre tract and with a northeast line of said tract herein described, a distance of 39.79 feet to a cut "X" (CM) found for an angle point of said tract herein described;

THENCE South 42 deg. 31 min. 35 sec. West, with a northwest line of said 26.89-acre tract, with a southeast line of said 9.8928-acre tract and with a southeast line of said tract herein described, a distance of 64.74 feet (called 64.50 feet) to a cut "X" (CM) found for an angle point of said tract herein described;

THENCE North 47 deg. 28 min. 25 sec. West, with a northeast line of said 26.89-acre tract, with a southwest line of said 9.8928-acre tract and with a southwest line of said tract herein described, a distance of 44.88 feet (called 45.00 feet) to a cut "Arrow" set for an interior angle point of said tract herein described;

THENCE South 42 deg. 28 min. 10 sec. West, with a northwest line of said 26.89-acre tract, with a southeast line of said 9.8928-acre tract and with a southeast line of said tract herein described, a distance of 299.33 feet (called 299.55 feet) to a cut "X" (CM) found for the

~~with a southeast line of said 1.5750-acre tract of land conveyed to The Variable Annuity Life~~

, by deed recorded under Harris County Clerk's File No. S146979, Film  
241 of the Official Public Records of Real Property, Harris County, Texas,  
at corner of said tract herein described;

Insurance Company  
Code No. 510-27-3  
and for the southeast

South 87 deg. 35 min. 52 sec. West, over and across said 9.8928-acre tract,  
with a north line of said 1.5750-acre tract and with a south line of said tract herein described, a  
distance of 72.05 feet to a mag nail with shiner stamped "Terra Surveying" (CM) found for an  
angle point of said tract herein described;

THENCE S

THENCE North 02 deg. 32 min. 19 sec. West, over and across said 9.8928-acre tract,  
with the east line of said 1.5750-acre tract and with a west line of said tract herein described, a  
distance of 36.24 feet to a mag nail with shiner stamped "Terra Surveying" (CM) found for an  
interior angle point of said tract herein described;

THENCE North 47 deg. 04 min. 07 sec. West, over and across said 9.8928-acre tract,  
with the northeast line of said 1.5750-acre tract and with a southwest line of said tract herein  
described, a distance of 22.33 feet (called 22.45 feet) to a mag nail with shiner stamped "Terra  
Surveying" (CM) found for an interior angle point of said tract herein described;

THENCE South 87 deg. 26 min. 05 sec. West, over and across said 9.8928-acre tract,  
with a north line of said 1.5750-acre tract and with a south line of said tract herein described, a  
distance of 269.05 feet to a mag nail with shiner stamped "Terra Surveying" found for the most  
northerly northwest corner of said 1.5750-acre tract and for an interior angle point of said tract  
herein described;

THENCE South 02 deg. 31 min. 46 sec. East, over and across said 9.8928-acre tract, with  
a west line of said 1.5750-acre tract and with an east line of said tract herein described, a distance  
of 69.08 feet to a mag nail with shiner stamped "Terra Surveying" found for an angle point of  
said tract herein described;

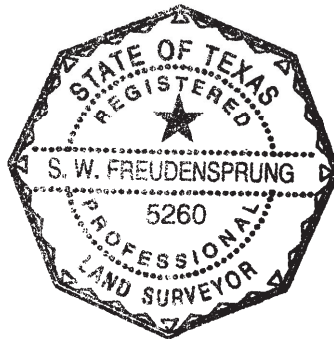
THENCE South 87 deg. 28 min. 14 sec. West, over and across said 9.8928-acre tract, with a north line of said 1.5750-acre tract and with a south line of said tract herein described, a distance of 47.24 feet to a cut "X" set in the east right-of-way line of said Pasadena Boulevard, for the most westerly northwest corner of said 1.5750-acre tract and for the southwest corner of said tract herein described;

THENCE North 02 deg. 35 min. 06 sec. West, with the east right-of-way line of said Pasadena Boulevard, with a west line of said 9.8928-acre tract and with a west line of said tract herein described, a distance of 552.05 feet to the **POINT OF BEGINNING** and containing 8.320 acres (362,437 Square Feet) of land.

This description is accompanied by a plat of even survey date, prepared under our Job No. LG1010.

Compiled by:

WEISSER ENGINEERING COMPANY  
19500 Park Row, Suite 100  
Houston, Texas 77084  
TBPLS Reg. No. 100518-00  
TBPE Reg. No.: F-68  
Job No.: RM557  
Date: 08/23/2017



*S. W. Freudensprung*  
9/7/2017