

**FLOOD CONTROL DEVELOPMENT AGREEMENT
(STORMWATER QUALITY
FOR LITTLE CYPRESS CREEK WATERSHED)**

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

This Agreement is made, entered into, and executed pursuant to Texas Local Government Code Annotated, Chapter 395, by and between the **Harris County Flood Control District**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "HCFCD," or the "District," and **Glomic Properties, LLC**, hereinafter referred to as the "Applicant."

RECITALS:

W I T N E S S E T H, that

WHEREAS, the upper portion of Cypress Creek watershed, referred to as "Little Cypress Creek Watershed" or "LCC" shown in Exhibit "A", requires water quality improvements to protect future water quality needs within the watershed, meet Harris County water quality standards and manage water quality facilities; and

WHEREAS, Harris County requires all new development to obtain an individual stormwater quality permit or coverage under a regional stormwater quality permit; and

WHEREAS, the District completed a study entitled "Little Cypress Creek Sub-Regional Frontier Program," outlining the responsibilities of the District in developing a stormwater quality program for the LCC watershed, within a drainage system master plan known as the "Regional Drainage Solution"; and

WHEREAS, the District implemented a voluntary program to allow for collaboration with developers who are seeking permits to address stormwater quality impacts from new development in the LCC watershed; and

WHEREAS, the Applicant volunteers to join the Voluntary HCFCD Little Cypress Creek Stormwater Quality Program to be permitted under the HCFCD Regional Little Cypress Creek Permit; and

WHEREAS, the Applicant is willing to excavate 9,226.80 cubic yards on the District property to obtain coverage under the HCFCD Regional LCC Permit to meet the stormwater quality requirements for the 43.379-acre property as shown on Exhibit "B"; and

WHEREAS, the Applicant also is willing to construct certain drainage and detention improvements consistent with the Regional Drainage Solution.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, agreements, and benefits to the parties, the parties hereby contract, covenant, and agree as follows:

I. Definitions

The terms and expressions used in this Agreement (unless the context shows clearly otherwise) shall have the following meanings:

"Applicant" is a developer who applies to join the Voluntary HCFCD Little Cypress Creek Stormwater Quality Program.

"Credit" is the Permit Coverage Cost Credit due to the Applicant as calculated in the Calculated Credit toward Permit Coverage Cost as shown on Exhibit D.

"Guidelines" shall mean the "Interim Guidelines for New Development in the Little Cypress Creek Service Area" formally adopted by Commissioners Court on February 11, 2014, and all future amendments.

"Interim Detention" shall mean the interim improvements to the Regional Drainage Solution.

"In-Kind Improvements" shall mean the interim improvements to the Regional Drainage Solution constructed and or to be constructed by the Applicant in accordance with this Agreement. Such improvements can be recognized if the improvements are necessary according to the District.

"Little Cypress Creek Service Area" shall mean the portion of Little Cypress Creek watershed as identified in Exhibit A.

"Permit Coverage" shall mean coverage under the Regional LCC Permit, as authorized by Harris County.

"Permit Coverage Cost" shall mean the Fee or value of in kind services charged to the developer to join the Voluntary HCFCD Little Cypress Creek Stormwater Quality Program, as calculated in Exhibit C, Line 4

"Project" is defined as excavation of soil in accordance with approved plans.

"Property" is defined as various tracts, totaling approximately 43.379 acres, said tracts being more fully illustrated in Exhibit B.

"Regional LCC Permit" shall mean the HCFCD Regional Little Cypress Creek Stormwater Quality Management Permit, as authorized by Harris County.

"Regional Drainage Solution" shall mean the Little Cypress Creek Watershed Master Drainage Plan Atlas 14, a drainage system for flood management within the LCC watershed of Harris County that identifies the property needed and channel and detention basin improvements necessary to convey or provide storage for the 100% developed conditions within the watershed as defined in the Master Plan, including all revisions.

II. Property

The Applicant agrees to excavate 9,226.80 cubic yards of dirt on District property to create enough volume to drain the stormwater flows from the 43.379-acre tract as developed ("Project") and will be considered as a part of the Interim Detention in Little Cypress Creek. The location of the District property to be excavated will be determined by the District.

The Applicant understands that if the impervious cover exceeds 75.00 percent on its developed Property, it will not be able to obtain coverage under the HCFCD Regional Little Cypress Creek Stormwater Quality Management Permit and it will need to obtain its own stormwater quality management permit from Harris County.

As part of this Agreement, the District grants to Applicant and its contractors a temporary right to enter District property for the Project and the construction of Applicant's permitted improvements and for temporary maintenance activities as described below.

Applicant further agrees that this executed Agreement shall be filed with the deeds, dedication instruments and plats in the Real Property Records of Harris County, Texas.

III. Compensation

The District will compensate the Applicant for the Project by giving the Applicant a Permit Coverage Cost Credit for Permit Coverage Costs due for the Property in accordance with the current Voluntary HCFCD Stormwater Quality Program and Permit Coverage Cost calculated and shown in Exhibit C. Upon recordation of this Agreement as herein above described, the District shall issue to the Applicant a written receipt for the amount of the Permit Coverage Cost as compensation for the excavation and the Property will be listed as a part of the HCFCD Regional LCC Permit. Should the value of the Credit the Applicant receives exceed the Permit Coverage Cost, the Permit Coverage Cost will be considered zero.

IV. Plans

Following approval of this Agreement, the Applicant will furnish to the District's Watershed Coordination Department, for written approval, the detailed construction plans and specifications conforming to the District's Policy, Criteria and Procedures Manual (PCPM) (hereinafter the "Plans and Specifications") for the excavation of the 9,226.80 cubic yards. All proposed detention basin related appurtenances must be shown on the plans submitted for review and approval. After the approval of the Plans and Specifications, the District will notify the Applicant that it poses no objection to the Applicant's Project and identify a location for the excavation.

V. Construction

At the sole expense of the Applicant and in accordance with the Plans and Specifications, the Applicant shall commence to construct the Project within 2 years from the date of execution of this Agreement to start construction or this Agreement is void. The Applicant will complete the project in no more than two (2) years from the commencement of construction, unless the District's Executive Director or designee(s) determines that good cause exists to extend the time in which the Project's completed.

The District will inspect the Project to ensure the construction adheres to the approved Plans and Specifications.

If any portion of District's property is covered by an agreement between the District and the United States Army Corps of Engineers (USACE), Harris County, or any other party, then those agreements take priority over this Agreement and the Applicant must obtain the consent and approvals from said parties, in addition to District approval, prior to undertaking the construction or maintenance of the Project

VI. Excavation Activities

All excavation activities on District property will be in accordance with the requirements contained in the Guidelines. As part of the implementation of the Regional Drainage Solution, the District will review and approve the excavation activities of all Applicants that are participating in the development of the Regional Drainage Solution. To the extent practicable, the District will administer a program that allows an Applicant to excavate material in a manner that is cost effective for the Applicant's use and meets the District's needs. The District reserves the right to designate the location of the excavation and disposal of material to achieve HCFCD's Regional Drainage Solution.

VII. Maintenance and Repair

Upon completion of the Project, the Applicant will maintain the Project to the HCFCD PCPM standard for one year ("one-year warranty period"). If the Project does not meet the HCFCD PCPM standard, the Applicant will repair deficiencies prior to the District's acceptance of the Project. The District will accept the Project for maintenance upon completion of the one-year warranty period if it meets HCFCD standards. Once accepted by the District, the Project will be the sole responsibility of the District to maintain.

VIII. Not a Joint Venture

This Agreement is not intended to and shall not create any formal working relationship between the District and Applicant, other than the role of the District as regulator and manager of flood control facilities and Applicant as a developer of land. This Agreement is not intended to and shall not create a joint enterprise between the Applicant and the District. The parties are undertaking governmental functions or services under the Guidelines and the purpose of the District is solely to further the public good, rather than any pecuniary or proprietary purpose.

IX. District Funding

The District is not and shall not be obligated to appropriate or expend funds pursuant to this Agreement. The District may, but shall not be obligated to, from time-to-time budget, appropriate, and expend funds to fulfill any obligation under this Agreement or the Guidelines.

VIII. Notices

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

Harris County Flood Control District
9900 Northwest Freeway
Houston, Texas 77092

ATTN: Executive Director

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the Applicant or Applicant's Representative at the following address:

Glomic Properties, LLC
Mary K. Glover, Managing Member
20021 Lookout Springs Trail
Hockley, TX 77447

IX. Assignment

The rights and obligations created in this Agreement shall run with the land known as the Property in perpetuity and shall be binding upon and ensure to the benefit of all future owners of the Property. Accordingly, the Permit Coverage Cost due for the Property, as provided herein, touch and concern said land and are not separately assignable.

XI. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing signed by all parties hereto.

EXECUTED on _____.

APPROVED AS TO FORM:

CHRISTIAN D. MENELEE
Harris County Attorney

HARRIS COUNTY FLOOD CONTROL DISTRICT

DocuSigned by:
Laura Fiorentino Cahill
By: D9FE318CE1BA4BE...
LAURA FIORENTINO CAHILL
Senior Assistant County Attorney

By: _____
LINA HIDALGO, County Judge
County Judge

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 2022, by Lina Hidalgo, County Judge of Harris County, Texas, on behalf of the Harris County Flood Control District.

Notary Public in and for the
State of Texas

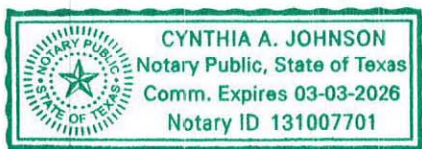
Glomic Properties, LLC

By: Mary K. Glover
MARY K. GLOVER
Managing Member

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 15th day of July, 2022,
by Mary K. Glover, on behalf of Glomic Properties, LLC.



Cynthia A. Johnson
Notary Public in and for the
State of Texas

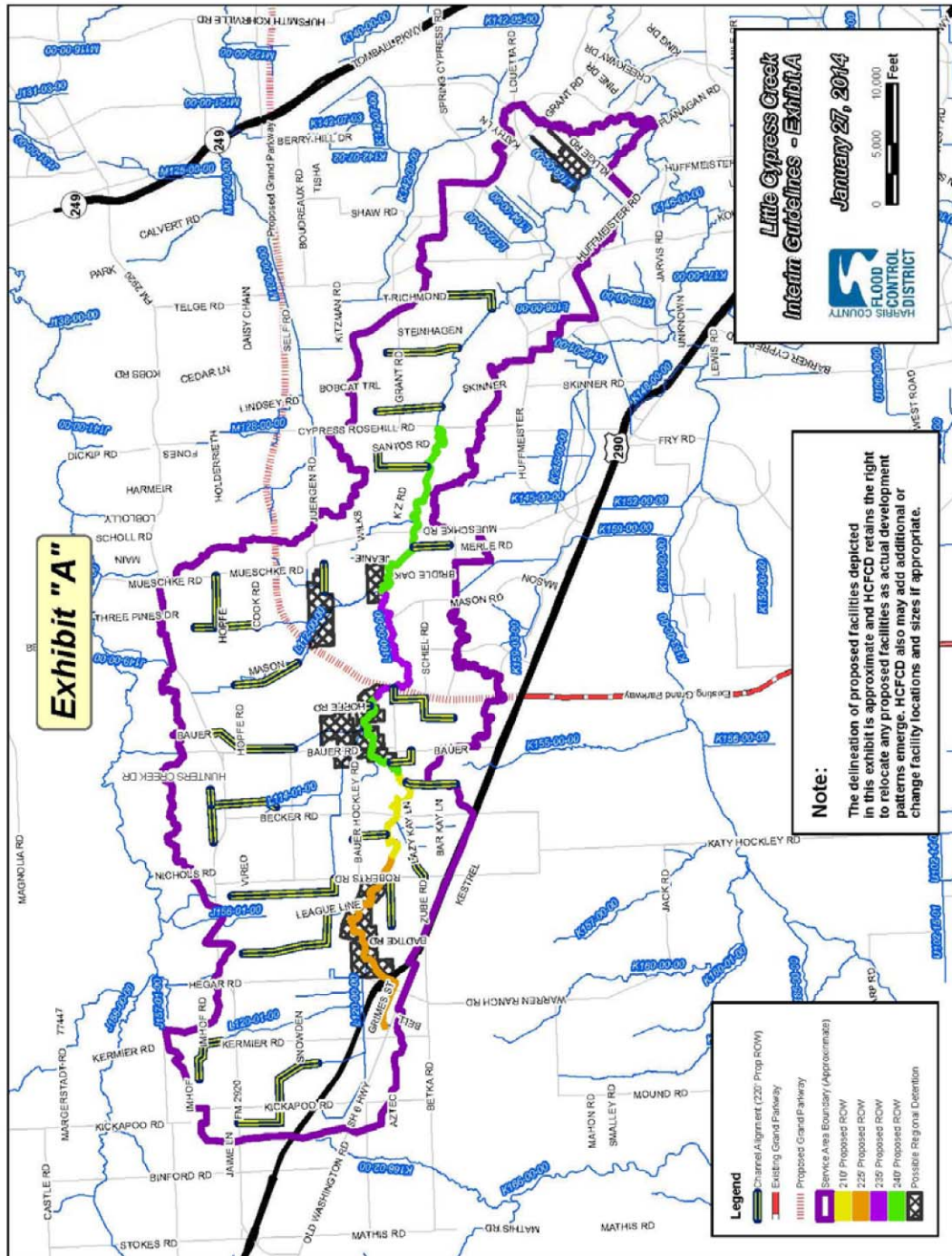
Exhibit "A"Little Cypress Creek Service Area

Exhibit "B"

Applicant's Property

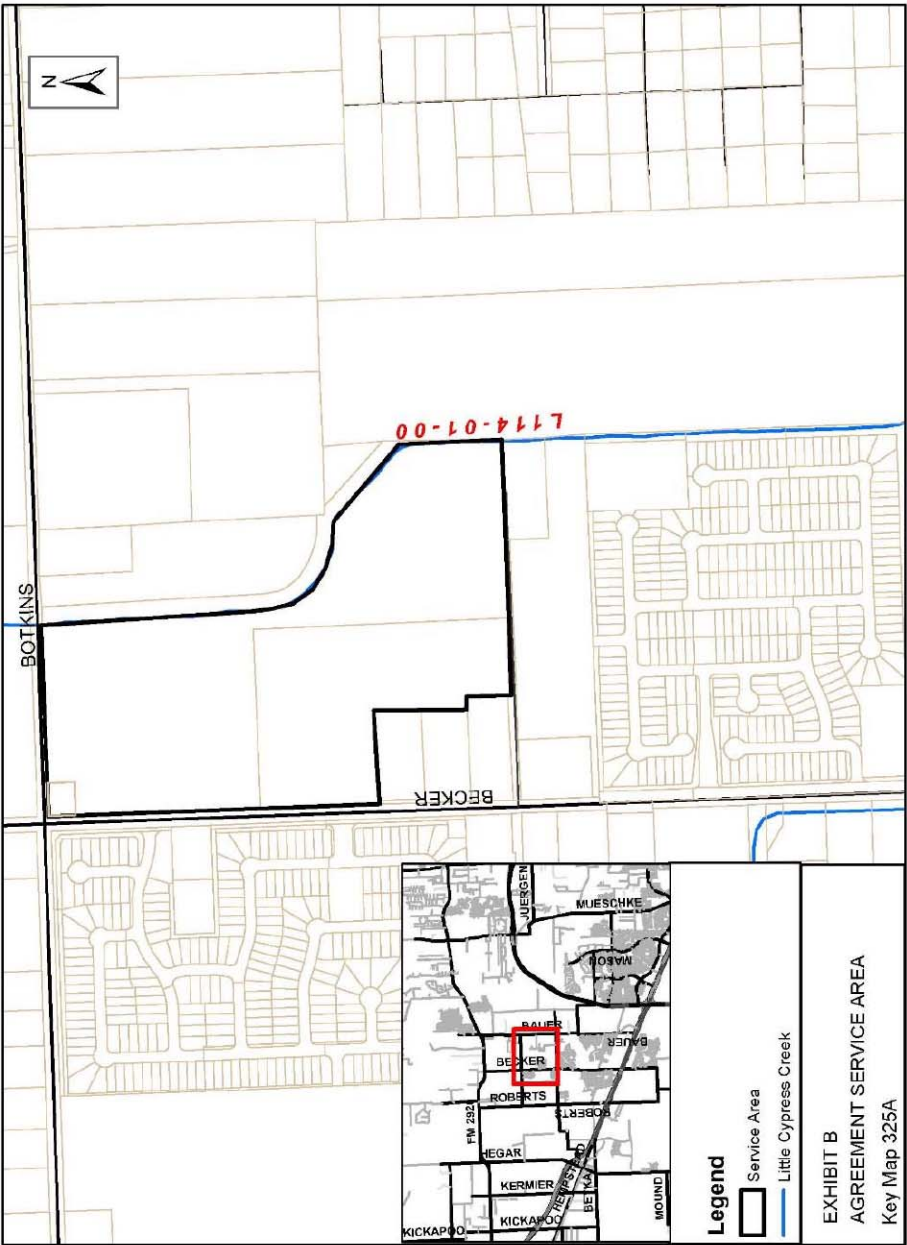


EXHIBIT C
Permit Coverage Cost Table
GLOMIC PROPERTIES, LLC

| | | | |
|----|--|---------|-------|
| 1 | Total acreage of the "Property" owned by Grantor as shown in Exhibit B | 43.3791 | acres |
| 2 | Total proposed developable acreage owned by the Grantor within the Little Cypress Creek Service Area (Exhibit B) | 43.3791 | acres |
| 3 | Remaining undeveloped acreage owned by Grantor within the Little Cypress Creek Watershed after execution of this Agreement (Line 1 - Line 2) | 0.000 | acres |
| *4 | HCFCF water quality Permit Coverage Cost | \$0.00 | |
| 5 | Acreage developed in a previous phase under the Little Cypress Creek Stormwater Quality Program | 0.00 | acres |
| 6 | Remaining developable property | 0.000 | acres |
| 7 | Contributing Watershed Area going to treatment facility | 43.379 | acres |
| 8 | Property maximum impervious cover | 75.000 | % |
| 9 | Required water quality volume for Property | 4.717 | ac-ft |
| 10 | Required stormwater treatment wetland acreage (0.181 ac/ac-ft) | 0.854 | acres |
| 11 | Acreage developed today | 43.379 | acres |
| 12 | Total acreage that water quality volume is not provided for | 0.000 | acres |
| 13 | RSQV to be Purchased | \$0.00 | |

Revised 2/26/2018

NOTE:

- * THIS CALCULATION APPLIES TO THE PERMIT COVERGAE COST FOR GRANTOR'S PROPERTY (LINE 4)

EXHIBIT D
Calculation of Credit Towards Permit Coverage Cost
GLOMIC PROPERTIES, LLC

| <u>PURCHASE REQUIRED STORMWATER QUALITY VOLUME (RSQV)</u> | | | |
|--|---------------------|---------------------|-------------|
| Excavation will be within basin L514-01-00 | | | |
| Improvements from Exhibit | RSQV in Cubic Yards | Value per Cubic Yar | Total Cost |
| RSQV for Development | 7,610.08 | | |
| * RSQV Provided | 9,226.80 | | |
| ** RSQV to be purchased | -1616.72 | \$8.35 | -\$13,499.6 |

- * THIS IS EXCAVATION TO BE CONDUCTED BY THE GRANTOR IN HCFCD ROW
** IF NEGATIVE THIS WILL ACCOUNT AS CREDIT TOWARD THE GRANTORS
PERMIT COVERAGE COSTS ON EXHIBIT C LINE 4.

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on _____, with the following members present, to-wit:

| | |
|---------------------|------------------------------|
| Lina Hidalgo | County Judge |
| Rodney Ellis | Commissioner, Precinct No. 1 |
| Adrian Garcia | Commissioner, Precinct No. 2 |
| Tom S. Ramsey, P.E. | Commissioner, Precinct No. 3 |
| R. Jack Cagle | Commissioner, Precinct No. 4 |

and the following members absent, to-wit: _____, constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF FLOOD CONTROL DEVELOPMENT AGREEMENT
(PERMIT COVERAGE COSTS FOR LITTLE CYPRESS CREEK WATERSHED) BETWEEN THE
HARRIS COUNTY FLOOD CONTROL DISTRICT AND GLOMIC PROPERTIES, LLC.**

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

| | | Yes | No | Abstain |
|--------------|---------------------------|--------------------------|--------------------------|--------------------------|
| AYES: | Judge Lina Hidalgo | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| NAYS: | Comm. Rodney Ellis | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ABSTENTIONS: | Comm. Adrian Garcia | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Comm. Tom S. Ramsey, P.E. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Comm. R. Jack Cagle | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

WHEREAS, the upper portion of Cypress Creek watershed, referred to as "Little Cypress Creek Watershed" or "LCC" shown in Exhibit "A", requires water quality improvements to protect future water quality needs within the watershed, meet Harris County water quality standards and manage water quality facilities; and

WHEREAS, Harris County requires all new development to obtain an individual stormwater quality permit or coverage under a regional stormwater quality permit; and

WHEREAS, the District completed a study entitled "Little Cypress Creek Sub-Regional Frontier Program," outlining the responsibilities of the District in developing a stormwater quality program for the LCC watershed, within a drainage system master plan known as the "Regional Drainage Solution"; and

WHEREAS, the District implemented a voluntary program to allow for collaboration with developers who are seeking permits to address stormwater quality impacts from new development in the LCC watershed; and

WHEREAS, the Applicant volunteers to join the Voluntary HCFCD Little Cypress Creek Stormwater Quality Program to be permitted under the HCFCD Regional Little Cypress Creek Permit; and

WHEREAS, the Applicant is willing to excavate 9,226.80 cubic yards on the District property to obtain coverage under the HCFCD Regional LCC Permit to meet the stormwater quality requirements for the 43.379-acre property as shown on Exhibit "B"; and






WHEREAS, the Applicant also is willing to construct certain drainage and detention improvements consistent with the Regional Drainage Solution.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

Section 1: The recitals set forth in this order are true and correct.

Section 2: County Lina Hidalgo is hereby authorized to execute for and on behalf of the Harris County Flood Control District, an Agreement by and between the Harris County Flood Control District and Glomic Properties, LLC., said Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.



 Project Boundary
Harris County Precincts
 Judge Lina Hidalgo
 1 - Rodney Ellis
 2 - Adrian Garcia
 3 - Tom S. Ramsey, P.E.
 4 - R. Jack Cagle

