



City of Pearland  
Att. Patrick Bauer  
3523 Liberty Drive  
Pearland, TX 77581

October 15, 2024

Re: letter of Intent – Amendment to Planned Development (Project No. ZONE24-00017)

Dear Mr. Bauer,

The purpose of this letter is to explain the details and reasoning for the submitted “Amendment to Planned Development” request.

Millar is located at the corner of N Spectrum Blvd and Hooper Road. The requested amendment to the planned development is for the reduction of the required building set-back to Hooper road. The current building set-back to Millar’s property line along Hooper road is 50 feet. Millar requests that the set-back to the property line is reduced from 50 to 20 feet.

The building ends currently approximately 100 feet from the property line along Hooper road. The current building set-back of 50 feet allows Millar to expand the building by 50 feet. Millar is currently working on several projects that, if approved, will require an expansion larger than 50 feet. Therefore, Millar is requesting to reduce the set-back to Hooper road from 50 to 20 feet, allowing the building to be expanded with approximately 80 feet. A building expansion of 80 feet will allow Millar to create an additional 100 jobs in the Pearland facility. These additional jobs will be a mix of medical device operators and technicians as well as an additional layer of supervisors and manufacturing engineers to support the new products lines.

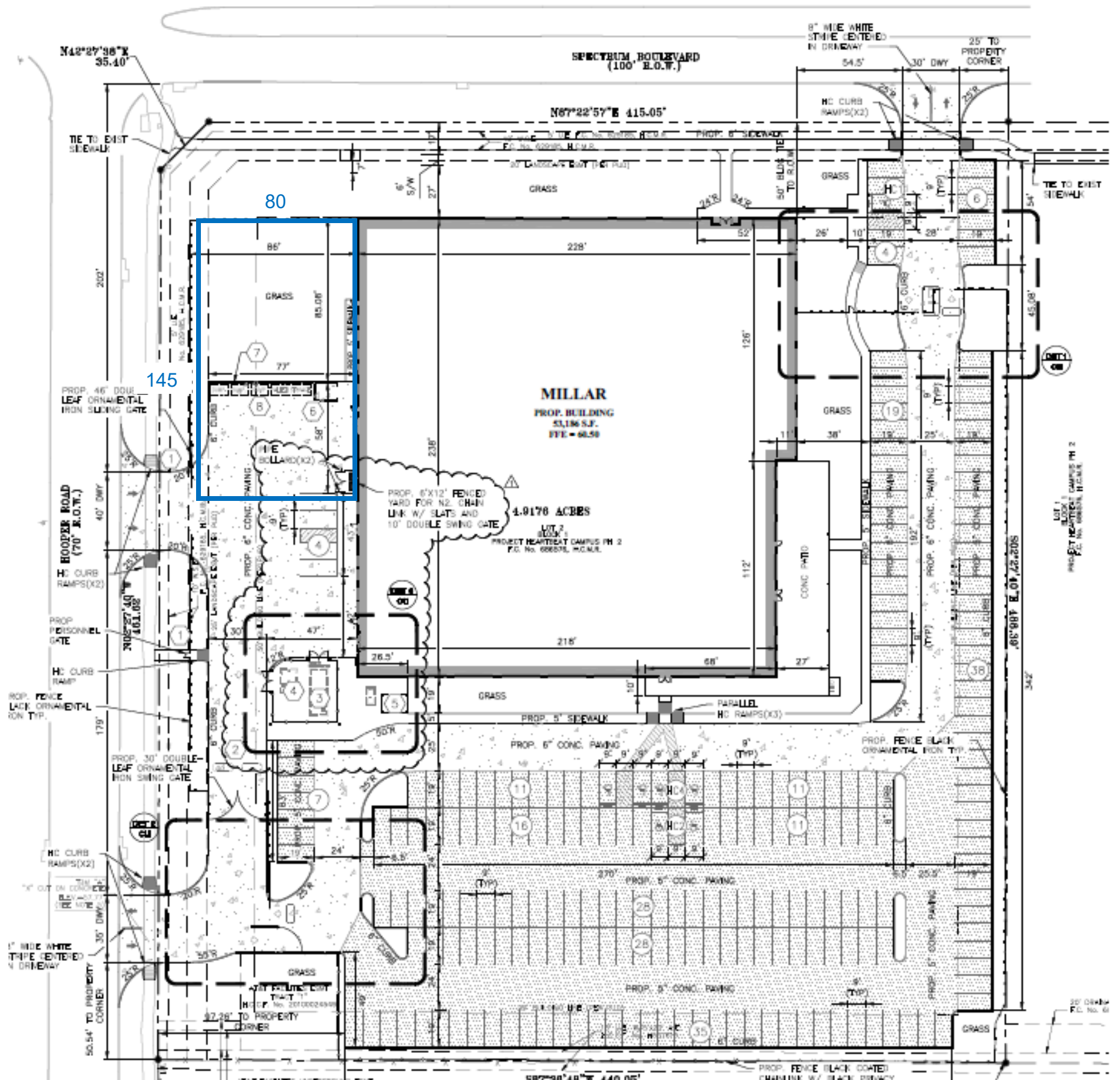
I hope this clarifies the request for the Amendment to the Planned Development and the reasoning for the request.

Please let me know if you have any questions or would like to discuss the request.

Best regards,

A handwritten signature in black ink, appearing to read "Anne Stoker". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Anne Stoker  
COO

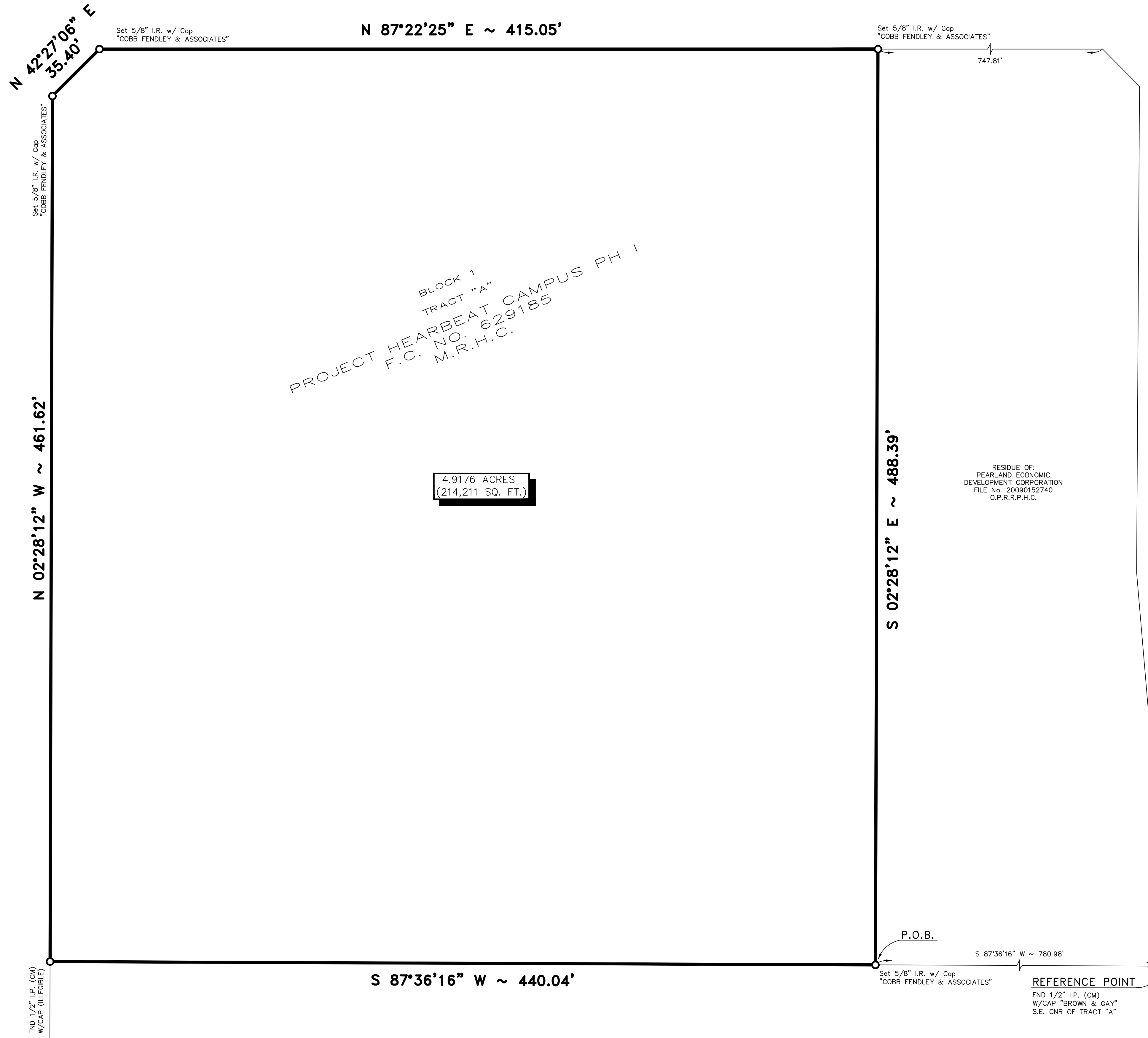
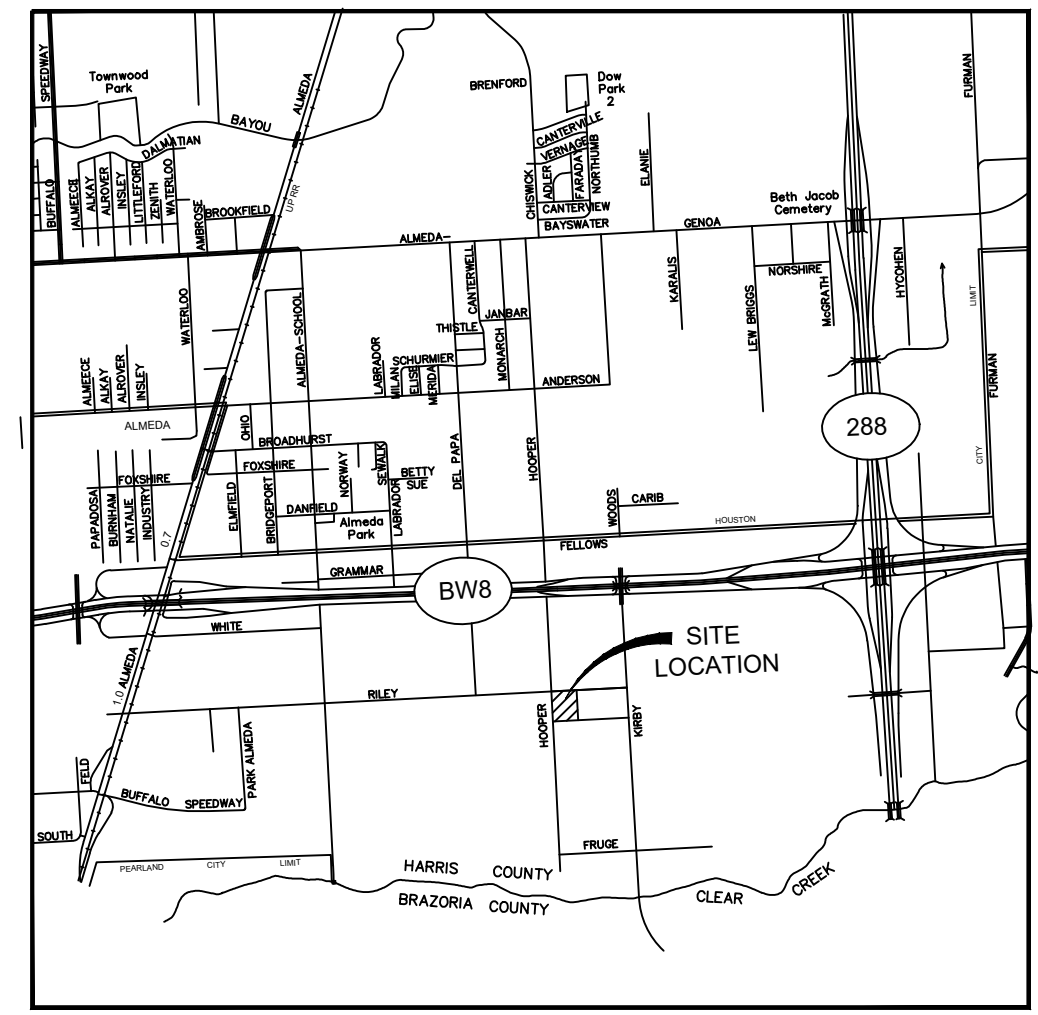
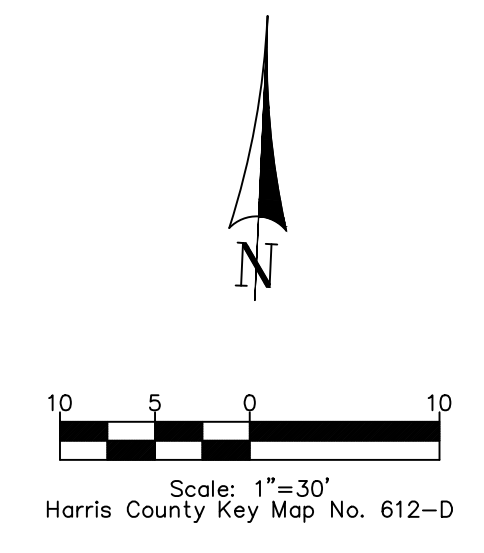


LOT 1  
 BLOCK 1  
 PROJECT HEARTSIT CAMPUS PH 2  
 FC No. 68252, MCNR.

20' CR-10  
 FC No. 6

JAMES HAMILTON SURVEY A-876

SPECTRUM BOULEVARD  
(PREVIOUSLY RECORDED AS RILEY ROAD)  
(40' R.O.W. VOL. 3, PG. 40, M.R.H.C.)  
30' WIDENING AS PER PLAT  
(F.C. NO. 629185, M.R.H.C.)



DESCRIPTION OF A TRACT OF LAND CONTAINING 4.9176 ACRES (214,211 SQUARE FEET) SITUATED IN THE JAMES HAMILTON SURVEY, A-876 IN HARRIS COUNTY, TEXAS

Being a tract of land containing 4.9176 acres (214,211 square feet) situated in the James Hamilton Survey, A-876 in Harris County, Texas, situated in Tract "A", Block 1 of Project Heartbeat Campus Ph. I, a subdivision plat recorded under Film Code No. 629185 of the Map Records of Harris County, Texas, and being a part of a 14.526-acre tract of land conveyed unto Pearland Economic Development Corporation, by deed recorded under County Clerk's File No. 20090152740 of the Official Public Records of Real Property of Harris County, Texas. Said 4.9176-acre tract being more particularly described by metes and bounds as follows:

\*All bearings referenced to the south line of said Project Heartbeat Campus Ph. I subdivision plat, as referenced herein.

COMMENCING FOR REFERENCE at a found 1/2-inch iron pipe with cap stamped "Brown & Gay" located on the westerly right-of-way line of Kirby Drive (width varies), and for the southeast corner of said Tract "A";

THENCE South 87° 36' 16" West with the south line of said 14.526-acre tract and the south line of said Tract "A", a distance of 780.98 feet to a set 5/8-inch iron rod with plastic cap stamped "Cobb Fendley & Associates", for the southeast corner of said tract herein described and POINT OF BEGINNING;

THENCE South 87° 36' 16" West, continuing along said line, some being the north line of a 5.0530-acre tract conveyed unto Sterling W. McQueen, by deed recorded under County Clerk's File No. 1978459 of the Official Public Records of Real Property of Harris County, Texas, a distance of 440.04 feet to a found 1/2-inch iron pipe with cap (illegible) located in the east right-of-way line of Hooper Road (60-feet wide, recorded under Volume 3, Page 40 of the Map Records of Harris County, Texas, and widened 10-feet per Film Code No. 629185 of the Map Records of Harris County, Texas), for the southwest corner of said Tract "A", and for the southwest corner of said tract herein described;

THENCE North 02° 28' 12" West with the east right-of-way line of said Hooper Road and the west line of said Tract "A", a distance of 461.62 feet to a set 5/8-inch iron rod with plastic cap stamped "Cobb Fendley & Associates", for the south end of a cutback corner located at the intersection with the south right-of-way line of Spectrum Boulevard (40-feet wide, recorded under Volume 3, Page 40 of the Map Records of Harris County, Texas), and widened 30-feet per Film Code No. 629185 of the Map Records of Harris County, Texas);

THENCE North 02° 27' 06" East, with said cutback corner, a distance of 35.40 feet to a set 5/8-inch iron rod with plastic cap stamped "Cobb Fendley & Associates", for corner;

THENCE North 87° 22' 25" East with the south right-of-way line of said Spectrum Boulevard and the north property line of said Tract "A", a distance of 415.05 feet to a set 5/8-inch iron rod with plastic cap stamped "Cobb Fendley & Associates", for the northeast corner of said tract herein described;

THENCE South 02° 28' 12" East, crossing said Tract "A" and said 14.526-acre tract, a distance of 488.39 feet to the POINT OF BEGINNING and containing 4.9176 acres (214,211 square feet) of land, more or less.

KIRBY DRIVE  
(FORMERLY ANAGNOST ROAD)  
(WIDTH VARIES)  
(40' R.O.W. VOL. 3, PG. 40, M.R.H.C.)  
ADDITIONAL R.O.W. TO HARRIS COUNTY  
H.C.C.F. NO'S: Y173146, Y173149, AND Y173153

- NOTES:
- 5/8-INCH IRON RODS WITH YELLOW CAPS STAMPED "COBB, FENDLEY & ASSOCIATES" SET AT ALL TRACT CORNERS UNLESS NOTED OTHERWISE.
  - ALL BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SUBDIVISION PLAT AS REFERENCED HEREON. FOUND MONUMENTS MARKED "CM" WERE HELD FOR CONTROLLING MONUMENTS.
  - ALL FIELD INFORMATION SHOWN HEREON IS BASED ON AN "ON-THE-GROUND" SURVEY PERFORMED DURING THE MONTH OF SEPTEMBER, 2017.
  - THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF INFORMATION CONTAINED IN A TITLE INSURANCE REPORT, SURVEYOR DID NOT PERFORM ABSTRACTING ON THE SUBJECT TRACT TITLE INFORMATION.
  - THIS SURVEY DRAWING IS REFERENCED TO A METES AND BOUNDS DESCRIPTION PREPARED BY COBB, FENDLEY & ASSOCIATES, INC. OF EVEN DATE.
  - THE WORD CERTIFY IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL JUDGMENT BY THE SURVEYOR, WHICH IS BASED ON HIS/HER BEST KNOWLEDGE, INFORMATION AND BELIEF.
  - SQUARE FOOTAGE AREA SHOWN HEREON IS FOR INFORMATION ONLY AND SURVEYOR DOES NOT CERTIFY ACCURACY OF SURVEY TO NEAREST SQUARE FOOT.
  - THIS IS A TSPS CATEGORY 1B, CONDITION II, STANDARD LAND SURVEY. EASEMENTS AND/OR ENCUMBRANCES HAVE NOT BEEN RESEARCHED, AND NONE ARE SHOWN HEREON. THERE ARE EASEMENTS AFFECTING THIS TRACT, WHICH ARE SHOWN ON THE SUBDIVISION PLAT REFERENCED HEREON.

SURVEYOR'S CERTIFICATE

IN MY PROFESSIONAL OPINION, THIS PLAT REPRESENTS THE FACTS FOUND ON THE GROUND DURING THE COURSE OF A BOUNDARY SURVEY CONDUCTED UNDER MY SUPERVISION DURING THE MONTH OF SEPTEMBER, 2017, AND THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II URBAN SURVEY.

WITNESS MY HAND AND SEAL THIS 16TH DAY OF NOVEMBER, 2017 AT HOUSTON, TEXAS.

*Kyle Carson Sunday*  
KYLE CARSON SUNDAY  
REGISTERED PROFESSIONAL LAND SURVEYOR #5924



<b>PROJECT</b>			
A STANDARD LAND SURVEY OF A 4.9176 ACRE TRACT SITUATED IN THE JAMES HAMILTON SURVEY, A-876 IN HARRIS COUNTY, TEXAS			
<b>OWNER</b>			
PEARLAND ECONOMIC DEVELOPMENT CORPORATION			
<b>LOCATION</b>			
SPECTRUM BOULEVARD AND HOOPER ROAD			
<b>CobbFendley</b> TBPE Firm Registration No. 274 TBPLS Firm Registration No. 100467 13430 Northwest Freeway, Suite 1100 Houston, Texas 77040 713.462.3242   fax 713.462.3262   www.cobbhendley.com			
<b>DRAWN BY:</b>	<b>DATE:</b>	<b>SHEET</b>	<b>REVISED</b>
LG	11-16-2017	1 OF 1	
<b>DESIGNED BY:</b>	<b>SCALE:</b>	<b>F.B. NO.</b>	
KS	1"=30'	2537	
	<b>CHK'D BY:</b>	<b>PROJECT NO.</b>	
	KS	1612-031-01	

STERLING W. McQUEEN  
CALLED 5.0530 ACRES  
FILE NO. 1978459  
O.P.R.R.P.H.C.

HOOPER ROAD  
(60' R.O.W. VOL. 3, PG. 40, M.R.H.C.)  
10' WIDENING AS PER PLAT  
(F.C. NO. 629185, M.R.H.C.)

N 02°28'12" W ~ 461.62'

N 42°27'06" E  
35.40'

N 87°22'25" E ~ 415.05'

S 02°28'12" E ~ 488.39'

747.81'

S 87°36'16" W ~ 780.98'

S 87°36'16" W ~ 440.04'

FND 1/2" I.P. (CM)  
W/CAP (ILLEGIBLE)

P.O.B.

DESCRIPTION OF A TRACT OF LAND CONTAINING  
4.9176 ACRES (214,211 SQUARE FEET) SITUATED IN  
THE JAMES HAMILTON SURVEY, A-876 IN  
HARRIS COUNTY, TEXAS

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Notes:

1. Square footage area shown is for information only and surveyor does not certify accuracy of survey to nearest square foot.

2. This metes and bounds description is referenced to a survey drawing prepared by Cobb, Fendley & Associates, Inc. dated November 16, 2017 and titled "A STANDARD LAND SURVEY OF A 4.9176 ACRE TRACT SITUATED IN THE JAMES HAMILTON SURVEY, A-876 IN HARRIS COUNTY, TEXAS".

Cobb, Fendley & Associates, Inc.  
13430 Northwest Freeway, Suite 1100  
Houston, Texas 77040  
TBPLS Firm Registration No. 100467  
Phone: (713) 462-3242

Job No. 1612-031-01  
November 16, 2017

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

**SPECIAL WARRANTY DEED**

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF HARRIS

§

THAT THE, Pearland Economic Development Corporation (“Grantor”), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Millar Development, LLC, a Texas limited liability company (“Grantee”), hereby does GRANT, SELL, AND CONVEY, unto Grantee (i) that certain approximately 4.9176 acre tract of land located in Harris County, Texas, described more accurately in Exhibit A hereto, by reference made a part hereof (the “Land”), and (ii) all buildings and improvements located on the Land (all of the foregoing being hereinafter referred to, collectively, as the “Property”), including all of Grantor’s right, title and interest, if any, in any improvements and buildings on or under the Property and any streets, alleys, strips, gores and rights-of-way adjacent to or appurtenant to the Property, all beneficial easements, rights of ingress and egress, development rights, utility reservations, utility capacity, and utility commitments, permits and approvals, mineral and water rights, hereditaments, privileges and appurtenances in any way belonging thereto.

This conveyance is executed by Grantor and accepted by Grantee subject to the matters set forth in Exhibit B hereto, by reference made a part hereof (collectively, the “Permitted Encumbrances”), but only to the extent that same are still valid and in force and effect. Grantee’s acceptance of the Property shall be subject to the Right of Repurchase described in Exhibit C attached hereto.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successor and assigns, forever; and, subject to the Permitted Encumbrances, Grantor does hereby bind itself and its successors to WARRANT and FOREVER DEFEND all and singular the Property unto the said 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.

RP-2021-606506

EXECUTED this 19 day of October, 2021 (the "Effective Date").

PEARLAND ECONOMIC  
DEVELOPMENT CORPORATION

By: [Signature]  
Name: Matt Buchanan  
Title: President

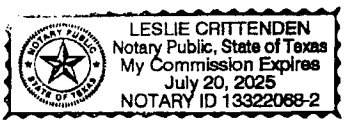
The mailing address of Grantee is as follows:

6001-A Gulf Freeway  
Houston, TX 77023

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on the 19 day of October, 2021, by Matt Buchanan of the Pearland Economic Development Corporation, on behalf of said entity.

[Signature]  
Notary Public in and for the State of Texas



Leslie Crittenden  
Printed or Typed Name of Notary

My Commission Expires:  
July 20 2025

RP-2021-606506

**EXHIBIT A**

**LAND**

LOT 2, IN BLOCK 1, OF PARTIAL RE-PLAT PROJECT HEARTBEAT CAMPUS PH 2, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 686576, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

RP-2021-606506



**EXHIBIT B**

**PERMITTED ENCUMBRANCES**

1. Restrictive covenants as described in Film Code No. 686576, Plat Records of Harris County, Texas.
2. The following easement are found under the Plat recorded in Film Code No. 686576, Map Records of Harris County, Texas:
  - a. 5' Utility Easement
  - b. 10' Water and Sewer Easement
3. An easement 5 feet wide along the South and the most Northerly South property line, and an aerial easement 5 feet wide from a plane 20 feet above the ground upward, located adjacent thereto for the use of public utilities as reflected by instrument recorded on July 20, 1982 under County Clerk's File No. H-537616 of the Real Property Records of Harris County, Texas.

As shown on recorded plat filed for record under Film Code No. 629185 , Plat Records of Harris County, Texas, and as approximately shown on that certain ALTA/NSPS Land Title Survey by Richard Russell, R.P.L.S. # 4148, of Survey 1, Inc., under Job # 11-90491-20.

4. Mineral and/or royalty interest:

Recorded: in Volume 2579, Page 509, of the Deed records, of Harris County, Texas.

5. Terms, conditions and stipulations contained in Agreement:

Recorded: August 04, 1983, County Clerk's File No. J-077627, Real Property Records, Harris County, Texas.

Type: Boundary and Monument Agreement

6. Mineral and/or royalty interest:

Recorded: November 02, 2006 in County Clerk's File No. 20060169567, of the Official Public records, of Harris County, Texas. Waiver of Surface Rights contained therein.

7. Easement:

To: Southwestern Bell Telephone Company, a Missouri corporation

Recorded: January 21, 2010 in County Clerk's File No. 20100024549, of the Official Public Records, of Harris County, Texas.

RP-2021-606506

As shown on recorded plat filed for record under Film Code No. 686576, Plat Records of Harris County, Texas, and as approximately shown on that certain ALTA/NSPS Land Title Survey by Richard Russell, R.P.L.S. # 4148, of Survey 1, Inc., under Job # 11-90491-20.

8. Easement:

To: Southwestern Bell Telephone Company, a Missouri corporation  
Recorded: January 21, 2010 in County Clerk's File No. 20100024550, of the Official Public Records, of Harris County, Texas.

And as approximately shown on that certain ALTA/NSPS Land Title Survey by Richard Russell, R.P.L.S. # 4148, of Survey 1, Inc., under Job # 11-90491-20.

9. Easement:

To: Southwestern Bell Telephone Company, a Missouri corporation  
Recorded: January 21, 2010 in County Clerk's File No. 20100024551, of the Official Public Records, of Harris County, Texas.

And as approximately shown on that certain ALTA/NSPS Land Title Survey by Richard Russell, R.P.L.S. # 4148, of Survey 1, Inc., under Job # 11-90491-20.

10. Easement:

To: CenterPoint Energy Houston Electric, LLC  
Recorded: August 16, 2016 in County Clerk's File No. 2016-361198, of the Official Public Records, of Harris County, Texas.

As shown on recorded plat filed for record under Film Code No. 686576, Plat Records of Harris County, Texas, and as approximately shown on that certain ALTA/NSPS Land Title Survey by Richard Russell, R.P.L.S. # 4148, of Survey 1, Inc., under Job # 11-90491-20.

## EXHIBIT C

### REPURCHASE AGREEMENT

The Property conveyed pursuant to the Special Warranty Deed to which this Exhibit C is attached and made a part shall be subject to all of the matters set forth in this Exhibit C (this “Repurchase Agreement”).

#### **Section 1. Option Events.**

**Option Event 1.** On or before three (3) years after the Effective Date (the “Construction Deadline”), Grantee covenants and agrees to complete construction of, and obtain a Certificate of Occupancy from the City of Pearland for, a minimum 40,000 square foot tilt up concrete office, warehouse and/or manufacturing facility (the “Construction Obligation”). If Grantee fails to meet the Construction Obligation on or before the Construction Deadline, Grantor shall have the right and option (the “Option”) to repurchase the Property as provided herein; provided, however, if as of the Construction Deadline, Grantee has entered into a contract with a contractor to construct the Construction Obligation; acquired a building permit from the City of Pearland for the core and shell of the Construction Obligation; and construction of the Construction Obligation (core and shell) has commenced, is ongoing, and Grantee is diligently prosecuting the Construction Obligation to completion, the Construction Deadline shall automatically be extended by eighteen (18) months.

**Option Event 2.** If, on or before three (3) years after the Effective Date, Grantee elects to sell the Property prior to the issuance of a building permit and commencement of the Construction Obligation, Grantee shall provide written notice to Grantor and Grantor shall have the Option to repurchase the Property as provided herein. Grantor’s Option to repurchase the Property under this paragraph (*Option Event 2*) shall not apply in the case of (i) a deed of trust or similar security interest to a third party lender or to a foreclosure or deed in lieu of foreclosure thereof, (ii) transfers made to parties in which Grantee or any beneficial owner of Grantee owns a direct or indirect interest, or (iii) transfers made in connection with the sale of Grantee or of all or substantially all of Grantee’s assets.

Notwithstanding the foregoing, the Construction Deadline shall be extended as set forth below for any of the following: (i) an event of “force majeure”, in which the Construction Deadline shall be extended on a day-for-day basis for the period of the delay caused by such event; or (ii) a fire or other casualty, in which the Construction Deadline shall be extended for the period of time, as reasonably estimated by Grantee and Grantor, that it should take re-commence and complete construction of such improvements. For purposes of this Agreement, the term “force majeure” shall be defined as a strike, lockout, labor dispute, unavailability of labor or materials, act of God, unusual governmental restriction, regulation or control, governmental order, pandemics and epidemics, enemy or hostile governmental action, and civil commotion or insurrection, however, in no event shall the inability to pay any sum of money or the failure to perform any other obligation due to the lack of money or inability to raise capital or borrow for any purpose constitute an event of force majeure.

RP-2021-606506

**Section 2. Exercise of the Option.** Grantor may exercise its Option to purchase the Property under Section 1 hereof by delivering, within sixty (60) days following Grantor's receipt of written notice of Grantee's intent to sell the Property or within sixty (60) days following the Construction Deadline, written notice of such intent, together with an earnest money deposit of \$10,000, in cash or certified check made payable to Grantee. Either such sixty (60) day period being the "Option Period". The issuance of the notice of exercise and deposit of funds with Grantee shall immediately create an effective and binding contract by Grantee to sell to Grantor and for Grantor to purchase from Grantee the Property on the terms and conditions set forth herein. The failure of Grantor to exercise its Option within the Option Period and in accordance with the requirements provided herein shall result in such Option expiring.

**Section 3. Purchase Price.** If the Option to purchase granted in Section 1 above is exercised by Grantor, the purchase price for the Property shall be an amount equal to the purchase price paid to Grantor by Grantee less Grantor's closing cost in connection with the acquisition of the Land (the "Purchase Price").

**Section 4. Closing.** The sale and purchase of the Property shall be consummated through an escrow established at First American Title, Attn: Sharon P. Mork, 601 Travis Street, Suite 1875, Houston, TX 77002 (the "Escrow Agent"). The date for closing shall be the date that is sixty (60) days following the date Grantor exercises the Option as set forth above; provided, however, if the Construction Obligation is completed prior to such closing date, the Option shall terminate. The purchase price shall be payable by wire transfer of immediately available federal funds. Title to the Property shall be conveyed by Grantee to Grantor by special warranty deed, which special warranty deed shall be subject only to (i) the exceptions that the special warranty deed which conveyed title to the Land from Grantor to Grantee is subject, (ii) any customary title matters created by Grantee in connection with the development of the Property, and (iii) all current real estate taxes and assessments. All delinquent real property taxes or installments of special assessments, and any mortgage or liens then outstanding on the Property shall be discharged by the Grantor at the closing of the sale and purchase of the Property. Current real property taxes and installments of special assessments shall be prorated as of the date of closing. Grantee shall bear the cost of the basic title insurance premium for an Owner's Policy of Title Insurance in the amount of the Purchase Price as determined in Section 3 above (any premium associated with any endorsement thereto shall be paid by Grantor.). All other closing costs, including escrow fees imposed in connection with the sale, if any, shall be borne by Grantor and Grantee in the manner in which such costs and expenses are customarily allocated between the parties at closings of real property similar to the Property in the Houston, Texas area.

**Section 5. Miscellaneous.**

**A. Termination.** The Option to purchase herein granted shall automatically terminate upon the earliest of any of the following events:

- (i) The expiration of the Option Period without Grantor having exercised its Option; provided, however, with respect to any future trigger event, such Option Period shall run again from the date of such event; or
- (ii) The performance by Grantee of the condition which triggered the Option to purchase, provided Grantor has not exercised its Option prior to such performance; or

Upon final termination or expiration of the Option to purchase, Grantor agrees to duly execute and deliver freely, without charge, to Grantee within thirty (30) days of a written request from Grantee a release (properly executed, acknowledged and in recordable form) of such Option right and any interest of Grantor in the Property arising out of such Option right.

**B. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Grantee and Grantor and the respective successors and assigns, but only during the period of such ownership.

**C. Amendment and/or Modification.** Neither this Agreement nor any term or provision hereof may be changed, waived, discharged, amended or modified orally, or in any manner other than by an instrument in writing signed by all of the parties hereto.

**D. Costs and Attorney's Fees.** If any party hereto shall bring any suit or other action against another for relief, declaratory or otherwise, arising out of this Agreement, the losing party shall pay the prevailing party's reasonable costs and expenses, including such sum as the Court may determine to be a reasonable attorney's fee.

**E. Notice.** All notices given pursuant to this Agreement shall be in writing and shall be given by personal delivery, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the Grantor or Grantee as follows:

**Grantor:** Pearland Economic Development Corporation  
Attn: Matt Buchanan, President  
3519 Liberty Drive  
Pearland, Texas 77584  
Phone: (281) 997-3000  
E-mail: mbuchanan@pearlandedc.com

**Grantee:** Millar Development, LLC, a Texas limited liability corporation  
Attn: Tim Daugherty

6001-A Gulf Freeway

Houston, Texas 77023

The person and address to which notices are to be given may be changed at any time by any party upon at least ten (10) days prior written notice to the other parties. All notices given pursuant to this Agreement shall be deemed given upon receipt. For the purpose of this Agreement, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to this section as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to this section, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

**F. Time.** Time is of the essence with respect to the Option term.

**G. Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas, without giving effect to principles and provisions thereof relating to conflict or choice of laws.

**H. Documents.** Each party to this Agreement shall perform any and all acts and execute and deliver any and all documents as may be necessary and proper under the circumstances in order to accomplish the intents and purposes of this Agreement and to carry out its provisions.

**I. Entire Agreement.** This Agreement (and any attached exhibits) contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and there are no representations, inducements, promises or agreements, oral or otherwise, not embodied herein. Any and all prior discussions, negotiations, commitments and understandings relating thereto are merged herein. There are no conditions precedent to the effectiveness of this Agreement other than as stated herein, and there are no related collateral agreements existing between the parties that are not referenced herein.

**J. Subordination.** This Repurchase Agreement shall be and is hereby subordinated to any lien of Grantee's lender(s) from time to time, if any.

Return To: First American Title NCS  
601 Travis Street, Suite 1875  
Houston, TX 77002  
Attn: Sharon Mork  
NCS No.: 1032601

RP-2021-606506

RP-2021-606506

RP-2021-606506  
# Pages 10  
10/20/2021 04:44 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$50.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



*Tenesha Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

ANN HARRIS BENNETT  
 TAX ASSESSOR-COLLECTOR & VOTER REGISTRAR  
 P.O. BOX 3547  
 HOUSTON, TEXAS 77253-3547  
 TEL: 713-274-8000



2023 Property Tax Statement  
 Web Statement

Statement Date:	March 21, 2024
Account Number	140-310-001-0002



MILLAR DEVELOPMENT LLC  
 6001 A GULF FWY  
 HOUSTON TX 77023-5425

Taxing Jurisdiction	Exemptions	Taxable Value	Rate per \$100	Taxes
Houston ISD	0	1,499,477	0.868300	\$13,019.96
Harris County	0	1,499,477	0.350070	\$5,249.22
Harris County Flood Control Dist	0	1,499,477	0.031050	\$465.59
Port of Houston Authority	0	1,499,477	0.005740	\$86.07
Harris County Hospital District	0	1,499,477	0.143430	\$2,150.70
Harris County Dept. of Education	0	1,499,477	0.004800	\$71.97
Houston Community College System	0	1,499,477	0.092231	\$1,382.98

Property Description	
11950 N SPECTRUM BLVD 77047 LT 2 BLK 1 PROJECT HEARTBEAT CAMPUS PH 2 4.9176 AC	
Appraised Values	
Land - Market Value	1,499,477
Impr - Market Value	0
Total Market Value	1,499,477
Less Capped Mkt Value	0
Appraised Value	1,499,477
Exemptions/Deferrals	

Page: 1 of 1

Total 2023 Taxes Due By January 31, 2024:	\$22,426.49
Payments Applied To 2023 Taxes	\$22,426.49
Total Current Taxes Due (Including Penalties)	\$0.00
Prior Year(s) Delinquent Taxes Due (If Any)	\$0.00
<b>Total Amount Due For March 2024</b>	<b>\$0.00</b>

Penalties for Paying Late	Rate	Current Taxes	Delinquent Taxes	Total
By February 29, 2024	7%	\$0.00	\$0.00	\$0.00
By March 31, 2024	9%	\$0.00	\$0.00	\$0.00
By April 30, 2024	11%	\$0.00	\$0.00	\$0.00
By May 31, 2024	13%	\$0.00	\$0.00	\$0.00
By June 30, 2024	15%	\$0.00	\$0.00	\$0.00

Tax Bill Increase (Decrease) from 2018 to 2023: Appraised Value 0%, Taxable Value 0%, Tax Rate 0%, Tax Bill 0%.

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.



MILLAR DEVELOPMENT LLC  
 6001 A GULF FWY  
 HOUSTON TX 77023-5425

PAYMENT COUPON

Account Number	140-310-001-0002
Amount Enclosed	\$ _____ . _____

Make check payable to:

Cashier Statement - Date Printed: 03-21-2024

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

ANN HARRIS BENNETT  
 TAX ASSESSOR-COLLECTOR & VOTER REGISTRAR  
 P.O. BOX 4622  
 HOUSTON, TEXAS 77210-4622

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