

INTERLOCAL AGREEMENT

between the

CITY OF EDINBURG, TEXAS

and

HIDALGO COUNTY, TEXAS

relating to

**REINVESTMENT ZONE NUMBER ONE
CITY OF EDINBURG, TEXAS**

November 08, 2011

Amendment") and by that certain Second Amendment to Economic Development Agreement with First Hartford Realty Corporation Regarding City of Edinburg, Texas Reinvestment Zone Number One and the Development Known Generally as "The Shoppes at Rio Grande Valley", dated and effective as of November 08, 2011 (the "**Second Amendment**"); and

WHEREAS, the Original Agreement, as amended by the First Amendment and the Second Amendment, is referred to herein as the "**Development Agreement**", and

WHEREAS, this Agreement is made pursuant to Chapter 311 and Chapter 791, Texas Government Code, as amended, to further evidence the participation of the City and the County in the Reinvestment Zone;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County hereby agree as follows:

Section 1. DEFINITIONS. As used in this Agreement, the following terms shall have the meanings set out below:

"*Agreement*" is defined in the preamble of this Agreement.

"*Captured Appraised Value*" has the meaning ascribed by Chapter 311.012, Texas Tax Code.

"*Chapter 311*" is defined in the recitals of this Agreement.

"*City*" is defined in the preamble of this Agreement.

"*City's Tax Increment Participation*" shall mean an amount of the City's ad valorem tax levy on the Captured Appraised Value, which the City agreed to contribute to the Reinvestment Zone pursuant to Section 4.1 of the Economic Development Agreement and confirms such agreement pursuant to Sections 3 and 4 of this Agreement.

"*County*" is defined in the preamble of this Agreement.

"*County's Tax Increment Participation*" means the amount of the County's ad valorem tax levy on the Captured Appraised Value, which the County agreed to contribute to the Reinvestment Zone pursuant to Section 4.1 of the Economic Development Agreement.

"*Developer*" is defined in the recitals of this Agreement.

"*Development Agreement*" is defined in the recitals of this Agreement.

"*EEDC*" is defined in the recitals of this Agreement.

"*First Amendment*" is defined in the recitals of this Agreement.

"*Original Agreement*" is defined in the recitals of this Agreement.

"*Plan*" means the project plan and reinvestment zone financing plan for the Reinvestment Zone which adopted by the board of directors of the Reinvestment Zone and approved by the City Council of the City, and attached hereto as Exhibit "B".

"*Project*" is defined in the recitals of this Agreement.

"*Reinvestment Zone*" is defined in the recitals of this Agreement.

"*Reinvestment Zone Area*" shall mean the area of the City which has been included in the Reinvestment Zone as shown on Exhibit "A" hereto.

"*Second Amendment*" is defined in the recitals of this Agreement.

"*Tax Increment*" has the meaning ascribed by Chapter 311, Texas Tax Code, and includes taxes levied and collected, respectively, by the City and the County for itself.

"*Tax Increment Base*" means the total appraised value of all real property taxable by the City or the County, as the case may be, and located in the Reinvestment Zone as of January 1, 2008, the year in which the Reinvestment Zone was designated.

"*Tax Increment Fund*" is defined in the recitals of this Agreement.

"*Tax Increment Participation*" means the amount the City and the County, respectively, agreed to contribute to the Tax Increment Fund pursuant to the Development Agreement.

Terms used herein and not otherwise defined shall have the meanings ascribed to them in Chapter 311, Texas Tax Code.

SECTION 2. PURPOSE FOR PARTICIPATING IN THE ZONE. The City and the County agreed to participate in the Reinvestment Zone for the purposes set forth in the Development Agreement, including for development in the Reinvestment Zone Area in accordance with the Plan, for their mutual benefit and the benefit of their citizens.

SECTION 3. OBLIGATIONS OF CITY AND COUNTY. (a) **Tax Increment Participation.** For and in consideration of the agreements of the parties set forth herein, the City and the County confirm their agreement in the Development Agreement to participate in the

Reinvestment Zone by the City contributing its Tax Increment Participation of 100% of its Tax Increment and the County contributing its Tax Increment Participation of 88% of its Tax Increment into the Tax Increment Fund as specified in the Development Agreement, each year during the term of this Agreement on the Captured Appraised Value of real property within the Reinvestment Zone. The remaining 12% of the County's Tax Increment shall be retained by the County. The current tax rates of the City and the County are subject to change and any such change will change the amount of Tax Increment to the extent of any change in their tax rates.

(b) **Payment Dates.** The City and the County shall not be obligated to pay their respective Tax Increment Participation from other City or County taxes or revenues or until the City or County Tax Increment Participation is actually collected. The City's and the County's obligation to contribute its payment into to the Tax Increment Fund, as provided in this Agreement shall accrue as the City and the County, respectively, collects its Tax Increment. The City and the County hereto agree that all ad valorem property taxes collected each year by the City and the County, respectively, that are attributable to real property in the Reinvestment Zone shall first constitute taxes on the Tax Increment Base and after the total amount of taxes on the Tax Increment Base have been collected, then the remaining ad valorem taxes collected shall constitute the Tax Increment. The City agrees to deposit its first payment into the Tax Increment Fund on or before May 1, 2012. The County agrees to deposit its first Tax Increment Payment to the Tax Increment Fund once (i) all tax accounts have been coded by the Hidalgo County Appraisal District, (ii) the Hidalgo County Tax Office has received the list of tax accounts, (iii) collection reports have been provided to the Auditor's Office, and (vi) the County has received the information required under Section 311.016 of the Tax Code, or, if later, on May 1, 2012. The amount of the first payment by the City and the County into the Tax Increment Fund shall be based on the Tax Increments that were received up to January 31, 2012, but only for tax years 2008, 2009, and 2010. For subsequent payments, the City and the County each agrees to contribute its respective yearly Tax Increment Payment to the Tax Increment Fund annually not later than the 90th day after the delinquency date for the City's and County's respective property taxes (or the first business day thereafter) following the end of each tax year. The amount of each Tax Increment Payment shall be based on the Tax Increments that are received up to January 31st following the end of the tax year, but which have not been previously deposited in the Tax Increment Fund, during the annual periods preceding each deposit date. Under no circumstances shall the County be required to participate in the Zone with taxes attributable to periods after September 4, 2037.

(c) **Resolution of Calculation Conflicts.** Pursuant to Chapter 311 of the Texas Tax Code, in the event there is a conflict between the Parties in regards to the amount of the Tax Increment owed by the County, the Hidalgo County Auditor will make the final determination as to the amount of any Tax Increment owed by the County under this Agreement. The annual Captured Appraised Value for the real property contained within the Reinvestment Zone shall be determined by the Hidalgo County Appraisal District on the assessed appraised values and the Hidalgo County Tax Offices' verification of collections in regards to the real property contained with the Reinvestment Zone.

(c) **No Additional Obligation.** (i) This Agreement is intended to acknowledge the obligations regarding the Tax Increment Fund in the Development Agreement and provide related procedures but is not intended and shall not be deemed to increase the obligation of the County with respect to the Tax Increment Fund or the Reinvestment Zone beyond the obligations set forth in the Development Agreement. In the event the County's obligations to make payment to the Tax Increment Fund pursuant to the Development Agreement terminates, the County shall have no further obligation under this Agreement.

(ii) Except for contributing its respective Tax Increment payments to the Tax Increment Fund as set out in the Development Agreement, the County shall not have any obligation or responsibility for any costs or expenses associated with the development of the Reinvestment Zone or the implementation of the Plan, including, without limitation, any obligation to pay or repay any bond or other debt issued by another entity, or relating to the Reinvestment Zone or any costs associated with the operation of Reinvestment Zone, the Project or any other projects relating thereto.

SECTION 4. TERM OF AGREEMENT. This Agreement shall become effective as of the date of the final signature hereto, and shall remain in effect through the earlier of (i) the date on which all of bonds payable in whole or in part from the City's Tax Increment Participation and the County's Tax Increment Participation collected on the Captured Appraised Value of the real property within the Reinvestment Zone, and the interest on such bonds have been paid in full, and (ii) September 4, 2037, which date is thirty (30) years from the effective date of the City ordinance creating the Reinvestment Zone, or any earlier date on which the Reinvestment Zone is terminated in accordance with the Development Agreement (but in no event earlier than the date on which all bonds payable in whole or in part from the City's and the County's Tax Increment Participation collected on the Captured Appraised Value of the real property within the Reinvestment Zone have been paid in full or legally defeased).

The first payment of increment taxes by the City and the County under this Agreement shall be for those taxes as levied in the year 2008, 2009, and 2010.

Section 5. MISCELLANEOUS. (a) **Severability.** In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice either the County or the City in their respective rights and obligations contained in the valid terms, covenants or conditions hereof.

(b) **Entire Agreement.** This Agreement together with the Development Agreement, embodies the entire agreement of the parties with respect to the subject matter hereof, and there are no other agreements, assurances, conditions, covenants (express or implied) or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

(c) **Written Amendment.** Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each party.

(d) **Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third (3rd) day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address prescribed below, or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

City

Hidalgo County

J.J. Rodriguez
City Manager
City of Edinburg
P.O. Box 1079
210 W. McIntyre
Edinburg, Texas 785409

Ramon Garcia
Hidalgo County Judge
Hidalgo County Courthouse
P. O. Box 1356
Edinburg, Texas 78540

(e) **Non-Waiver.** Failure of any party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

(f) **Successors.** This Agreement shall bind and benefit the parties and their legal successors. This Agreement is not assignable without the written the prior written permission of the other parties hereto. This Agreement does not create any personal liability on the part of any officer or agent of the City or the Reinvestment Zone or any officer, agent or employee of the County.

(g) **No Waiver of Immunity.** No party hereto waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

(h) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same instrument.

(i) **Approvals.** Upon execution of this Agreement by the authorized representatives of the City, the County, the EEDC, and the LGC, each of the City, the County, the EEDC, and the LGC represents that this Second Amendment has been duly approved by its respective governing body.

(j) **Applicable Law.** This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas, and venue shall lie in the State courts located in Hidalgo County, Texas.

[The remainder of this page intentionally left blank]

IN WITNESS HEREOF, the City and the County have made and executed this Agreement in multiple copies, each of which is an original.

CITY OF EDINBURG, TEXAS

Mayor

Attest:

[Signature]
City Secretary



Gonzalez Palacios, LLP
Attorneys at Law

BY: [Signature]
City Attorney

HIDALGO COUNTY, TEXAS

[Signature]
County Judge

Attest:

[Signature]
County Clerk

Approved by Commissioners' Court
on 11/8/11 [Signature]

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

By: [Signature]
Stephen L. Crain

ACKNOWLEDGED AND AGREED:

FIRST HARTFORD REALTY CORPORATION,

a Delaware corporation

By: _____

Name: _____

Edinburg Interlocal Agreement

Title: _____

**EDINBURG ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
Name: Richard H. Garcia
Title: Board President

**CITY OF EDINBURG, TEXAS
LOCAL GOVERNMENT
CORPORATION**

By: _____
Name: Ella S. Garcia, Jr.
Title: Vice-President



EXHIBIT A

Reinvestment Zone Area

EXHIBIT B

Plan

Project Budget

**ENGINEER'S ESTIMATE-QUANTITY FORM
EDINBURG HARTFORD SHOPS (PUBLIC QTY) J.N. 05172**

PHASE: PUBLIC
ACREAGE: 127.993
ENTITY: Edinburg
LOTS: 1
WATER SUPPLIER: CITY OF EDINBURG

X _____ NO DESIGN COMPLETED
PRELIMINARY DESIGN

FINAL DESIGN

WATER IMPROVEMENTS: On site PUBLIC		Quantity	Unit	Unit Price	Item Total
1.	12" PVC C900 SDR18	5,477	LF	\$ 25.00	\$ 136,925.00
2.	10" PVC C900 SDR18	3,080	LF	\$ 16.00	\$ 49,280.00
3.	8" PVC C900 SDR18	10,107	LF	\$ 13.00	\$ 131,391.00
4.	6" PVC C900 DR18	400	LF	\$ 8.00	\$ 3,200.00
5.	12" Gate valve w/box	8	EA	\$ 1,500.00	\$ 12,000.00
6.	10" Gate valve w/box	6	EA	\$ 1,200.00	\$ 7,200.00
7.	8" Gate valve w/box	21	EA	\$ 900.00	\$ 18,900.00
8.	2" Flush valve	1	EA	\$ 635.00	\$ 635.00
9.	Fire hydrant w/6" valve	49	EA	\$ 2,640.00	\$ 129,360.00
10.	12" Tapping tee & valve	2	EA	\$ 3,100.00	\$ 6,200.00
11.	8" Tapping tee & valve	1	EA	\$ 2,100.00	\$ 2,100.00
12.	2" Copper Dual service connect.-across	49	EA	\$ 1,350.00	\$ 66,150.00
13.	8" Tee	5	EA	\$ 402.00	\$ 2,010.00
14.	12" Tee	2	EA	\$ 402.00	\$ 804.00
15.	12"x8" Tee	6	EA	\$ 800.00	\$ 4,800.00
16.	10"x8" Tee	4	EA	\$ 800.00	\$ 3,200.00
17.	12" Cross	2	EA	\$ 800.00	\$ 1,600.00
18.	12" 90 degree elbow	3	EA	\$ 330.00	\$ 990.00
19.	12" 45 degree elbow	2	EA	\$ 330.00	\$ 660.00
20.	10" 90 degree elbow	2	EA	\$ 330.00	\$ 660.00
21.	10" 45 degree elbow	3	EA	\$ 330.00	\$ 990.00
22.	8" 90 degree elbow	2	EA	\$ 330.00	\$ 660.00
23.	8" 45 degree elbow	10	EA	\$ 330.00	\$ 3,300.00
24.	12"x10" Reducer	2	EA	\$ 400.00	\$ 800.00
25.	12"x8" Reducer	2	EA	\$ 300.00	\$ 600.00
26.	10"x8" Reducer	2	EA	\$ 400.00	\$ 800.00
27.	Bore 20" Steel casing	170	LF	\$ 50.00	\$ 8,500.00
28.	Valve markers	36	EA	\$ 85.00	\$ 3,060.00
29.	Meter boxes	49	EA	\$ 500.00	\$ 24,500.00
Total Water Improvements:					\$ 621,275.00

SANITARY SEWER IMPROVEMENTS: PUBLIC

1.	10" PVC SDR26 (12'-14' cut)	1,385 LF	\$	24.00	\$	33,240.00
2.	10" PVC SDR26 (10'-12' cut)	1,360 LF	\$	20.25	\$	27,540.00
3.	10" PVC SDR26 (8'-10' cut)	1,360 LF	\$	18.25	\$	24,820.00
4.	10" PVC SDR26 (6'-8' cut)	1,360 LF	\$	15.75	\$	21,420.00
5.	10" PVC SDR26 (0'-6' cut)	1,200 LF	\$	14.00	\$	16,800.00
6.	8" PVC SDR26 (10'-12' cut)	600 LF	\$	18.55	\$	11,130.00
7.	8" PVC SDR26 (8'-10' cut)	900 LF	\$	16.00	\$	14,400.00
8.	8" PVC SDR26 (6'-8' cut)	900 LF	\$	13.25	\$	11,925.00
9.	8" PVC SDR26 (0'-6' cut)	1,050 LF	\$	11.50	\$	12,075.00
10.	Manhole (10'-12' cut)	4 EA	\$	2,875.00	\$	11,500.00
11.	Manhole (8'-10' cut)	3 EA	\$	2,300.00	\$	6,900.00
12.	Manhole (6'-8' cut)	5 EA	\$	1,902.00	\$	9,510.00
13.	Manhole (0'-6' cut)	5 EA	\$	1,625.00	\$	8,125.00
14.	Cleanout	9 EA	\$	350.00	\$	3,150.00
15.	Single service connection-across	50 EA	\$	345.00	\$	17,250.00
16.	Trench excavation protection	8,000 LF	\$	2.00	\$	16,000.00
17.	Lift Station Upgrade A-1-D	1 LS	\$	65,000.00	\$	65,000.00
Total Sanitary Sewer Improvements:						\$ 310,785.00

DRAINAGE IMPROVEMENTS: PUBLIC LINE OUTFALL TO TRENTON

1.	48" Storm sewer (12'-10' cut)	2,758 LF	\$	55.00	\$	151,690.00
2.	42" Storm sewer (8'-10' cut)	512 LF	\$	50.00	\$	25,600.00
3.	36" Storm sewer (8'-10' cut)	1,336 LF	\$	45.00	\$	60,120.00
4.	30" Storm sewer (6'-8' cut)	142 LF	\$	43.00	\$	6,106.00
5.	Manhole (10'-12' cut)	2 EA	\$	5,000.00	\$	10,000.00
6.	Manhole (8'-10' cut)	1 EA	\$	3,000.00	\$	3,000.00
7.	Type "A" curb inlet (0'-6' cut)	2 EA	\$	2,085.00	\$	4,170.00
8.	Type "CC" grated inlet	1 EA	\$	1,850.00	\$	1,850.00
9.	Headwall/down drain	1 EA	\$	2,088.00	\$	2,088.00
10.	Paving Repair Stuart drive	1,104 LF	\$	27.00	\$	29,808.00
11.	Trench excavation protection	4,700 LF	\$	1.50	\$	7,050.00
12.	Detention Area Excavation	131,267 CY	\$	1.50	\$	196,900.50
Total Drainage Improvements: PUBLIC LINE						\$ 498,382.50

EROSION CONTROL:

1.	Silt fence (erosion control)	14,035 LF	\$	3.25	\$	45,613.75
2.	Inlet (erosion control)	95 EA	\$	100.00	\$	9,500.00
3.	Temporary construction entrance	2 EA	\$	1,530.00	\$	3,060.00
Total Erosion Control:						\$ 58,173.75

MISCELLANEOUS IMPROVEMENTS:

1.	4" PVC Sch 40 gray conduit pipe	18,664 LF	\$	7.25	\$	135,314.00
2.	90 degree electrical turn ups	100 EA	\$	15.00	\$	1,500.00
3.	Performance & Payment Bonds	2.50%	\$	1,488,616.25	\$	37,215.41
4.	Transformer or pull box pads- (commercial only)	30 EA	\$	500.00	\$	15,000.00
5.	4" sleeves (irrigation, communications, othe	10,000 LF	\$	7.25	\$	72,500.00
6.	Power Pole Relocate on Wisconsin	6 EA	\$	30,000.00	\$	180,000.00
Total Miscellaneous Improvements:						\$ 441,529.41

TOTAL UTILITY IMPROVEMENTS:

\$ 1,930,145.66

PAVING IMPROVEMENTS:**PAVING IMPROVEMENTS: WISCONSIN RD. ADD'L LANE HVY. DTY.**

1.	Excavation & grading	3,576 SY	\$	1.90	\$	6,794.40
2.	8" 5% Lime treated subgrade	3,576 SY	\$	1.50	\$	5,364.00
3.	Lime	56 TNS	\$	125.00	\$	7,000.00
4.	10" Compacted crushed caliche base w/prime coat	3,576 SY	\$	5.50	\$	19,668.00
5.	2" Hot mix asphaltic concrete w/tack coat	3,095 SY	\$	6.00	\$	18,570.00
6.	18" Curb & gutter	1,582 LF	\$	6.50	\$	10,283.00
7.	6' Valley gutter	150 LF	\$	28.25	\$	4,237.50
8.	4"x5' wide concrete sidewalks	8,306 SF	\$	5.50	\$	45,683.00
9.	Striping	1 LS	\$	2,500.00	\$	2,500.00

Total Paving Improvements: WISCONSIN RD. ADD'L. LANE HVY. DTY.

\$ 120,099.90

PAVING IMPROVEMENTS: BUS. 281 ADD'L LANE HVY. DTY.

1.	Excavation & grading	1,519 SY	\$	1.90	\$	2,886.10
2.	8" 5% Lime treated subgrade	1,519 SY	\$	1.50	\$	2,278.50
3.	Lime	24 TNS	\$	125.00	\$	3,000.00
4.	12" Compacted crushed caliche base w/prime coat	1,519 SY	\$	6.50	\$	9,873.50
5.	3" Hot mix asphaltic concrete w/tack coat	1,248 SY	\$	7.00	\$	8,736.00
6.	18" Curb & gutter	622 LF	\$	6.50	\$	4,043.00
7.	6' Valley gutter	352 LF	\$	28.25	\$	9,944.00
8.	4"x5' wide concrete sidewalks	3,697 SF	\$	5.50	\$	20,333.50
9.	Striping	1 LS	\$	2,500.00	\$	2,500.00
10.	Traffic Signal	2 LS	\$	135,000.00	\$	270,000.00

Total Paving Improvements: BUS. 281 ADD'L. LANE HVY. DTY. \$ 333,594.60

PAVING IMPROVEMENTS: TRENTON RD. CONCRETE ISLANDS

1.	Excavation & grading	4,331 SY	\$	1.90	\$	8,228.90
2.	8" 5% Lime treated subgrade	4,331 SY	\$	1.50	\$	6,496.50
3.	Lime	54 TNS	\$	125.00	\$	6,700.00
4.	12" Compacted crushed caliche base w/prime coat	4,331 SY	\$	6.50	\$	28,151.50
5.	Concrete Island	3,333 SY	\$	99.00	\$	329,967.00
6.	18" Curb & gutter	3,593 LF	\$	6.50	\$	23,354.50
7.	4"x5' wide concrete sidewalks	3,697 SF	\$	5.50	\$	20,333.50
8.	Striping	1 LS	\$	2,500.00	\$	2,500.00
9.	Traffic Light	1 LS	\$	135,000.00	\$	135,000.00

Total Paving Improvements: CONCRETE ISLANDS \$ 560,731.90

SUB TOTAL PAVING IMPROVEMENTS: \$ 1,014,426.40

MISCELLANEOUS IMPROVEMENTS:

1.	Performance & Payment Bonds	1.50%	\$	1,014,426.40	\$	15,216.40
2.	Demolition & disposal of brush, buildings & irrigation structures	1 LS	\$	11,275.00	\$	11,275.00

Total Miscellaneous Improvements: \$ 26,491.40

TOTAL PAVING IMPROVEMENTS: \$ 1,040,917.80

SUB-TOTAL IMPROVEMENTS: \$ 2,971,063.45

OTHER IMPROVEMENTS AND FEES:

1.	Street lights (MVEC or AEP)	49 EA	\$ 1,200.00	\$ 58,800.00
2.	City inspection fee	2.00%	\$ 2,971,063.45	\$ 59,421.27
3.	Engineering: design & construction staking	8.00%	\$ 2,971,063.45	\$ 237,685.08
4.	Miscellaneous Improvements			
	a. Sidewalk EXWY. 281, TRENTON	12,993 SF	\$ 5.50	\$ 71,461.50
	b.. Buyout N.A.W.S.C.	1 LS	\$ 175,094.42	\$ 175,094.42
	c.. Buyout N.A.W.S.C. Add'l Service Area	1 LS	\$ 150,000.00	\$ 150,000.00
	d. Street intersection signs	11 EA	\$ 150.00	\$ 1,650.00
9.	TCEQ Permit Fee	1 LS	\$ 200.00	\$ 200.00
10.	Contingency	5%	\$ 2,971,063.45	\$ 148,553.17
13.	Subgrade & caliche compaction test cores on caliche & asphalt of paving imp. & utilities -*to be paid prior to Pre-construction	1%	\$ 2,971,063.45	\$ 29,710.63
14.	Tap fees:			
	a. Water - inside City limits (2")	49 SERV	\$ 2,110.00	\$ 103,390.00
	c. Sewer - inside City limits (6")	49 SERV	\$ 70.00	\$ 3,430.00
15.	Buffer fences	14,035 LF	\$ 12.00	\$ 168,420.00

Total Other Improvements & Fees: \$ 1,207,816.07

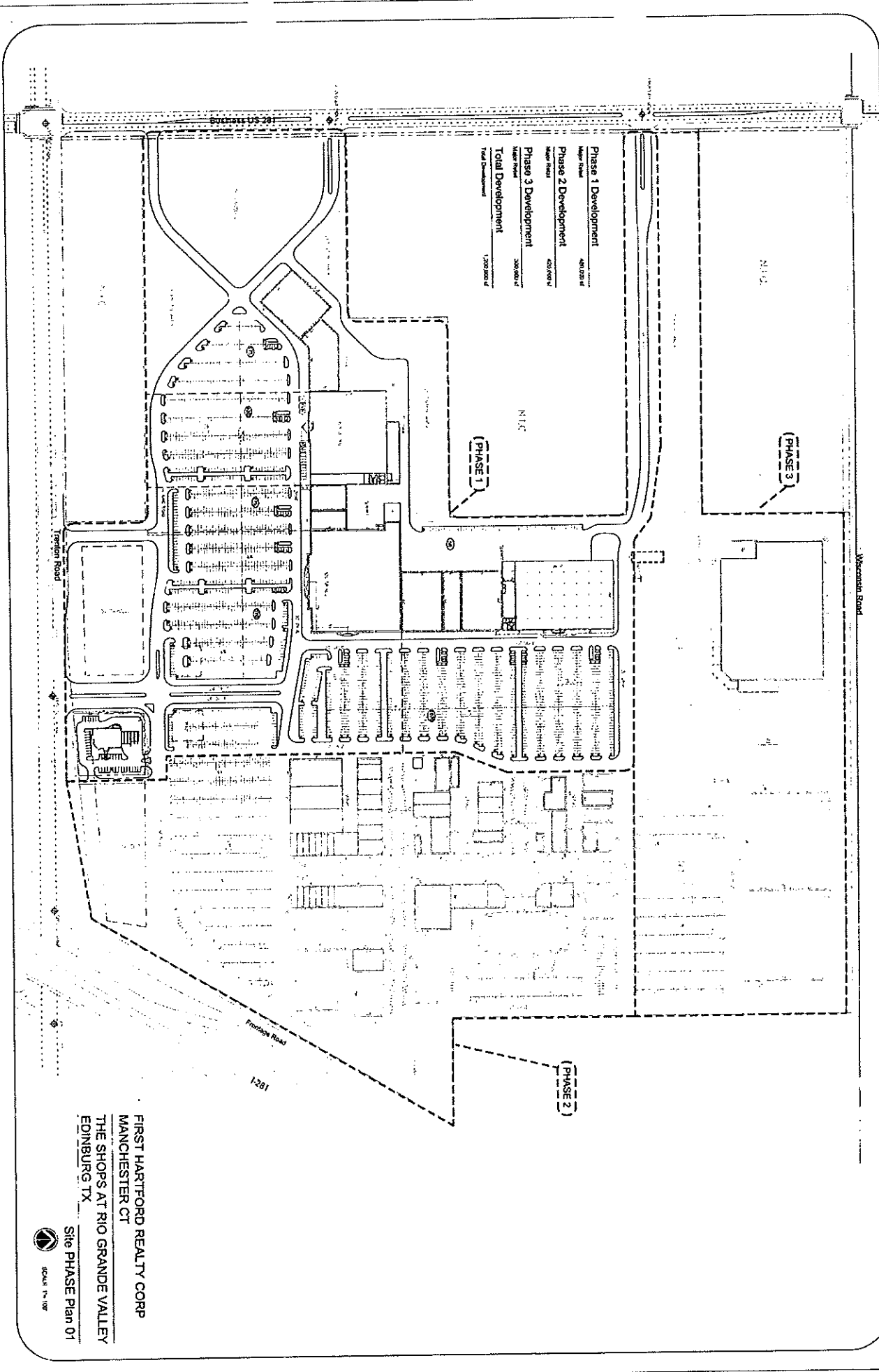
TOTAL IMPROVEMENTS: \$ 4,178,879.52
t:fsub\05172\

Estimated by: R. DE JESUS

Checked by: FLK

Based on quantity dated 10/24/06

Description of Construction Phases



Phase 1 Development	461,028 sq ft
Major Road	
Phase 2 Development	423,000 sq ft
Major Road	
Phase 3 Development	200,000 sq ft
Major Road	
Total Development	1,284,028 sq ft

FIRST HARTFORD REALTY CORP
 MANCHESTER CT
 THE SHOPS AT RIO GRANDE VALLEY
 EDINBURG TX

Site PHASE Plan 01
 SCALE: 1" = 100'

Construction Schedule

Exhibit E.

Description of construction phases

On or before March 31, 2010 Developer will cause the construction of at least 267,000 square feet of retail space for occupation by retail tenants within the TIF zone.

On or before March 31, 2011, Developer will cause the construction of at least 534,000 square feet of retail space within the TIF Zone.

On or before March 31, 2012, Developer will cause the construction of at least 800,000 square feet of retail space within the TIF Zone.

Description of Public Infrastructure

Proposal

Revised:

6/5/2001

ENGINEER'S ESTIMATE-QUANTITY FORM
PROJECT NAME

PHASE: _____ NO DESIGN COMPLETED
ACREAGE: _____ PRELIMINARY DESIGN
ENTITY: _____ FINAL DESIGN
LOTS: _____

WATER IMPROVEMENTS: On site		Quantity	Unit	Unit Price	Item Total
1.	12" PVC C900 SDR18		LF	\$ 14.00	\$ -
2.	10" PVC C900 SDR18		LF	\$ 11.00	\$ -
3.	8" PVC C900 DR18		LF	\$ 8.00	\$ -
4.	6" PVC C900 DR18		LF	\$ 7.50	\$ -
5.	4" PVC C900 SDR18		LF	\$ 5.50	\$ -
6.	12" Gate valve w/box		EA	\$1,000.00	\$ -
7.	10" Gate valve w/box		EA	\$ 750.00	\$ -
8.	8" Gate valve w/box		EA	\$ 550.00	\$ -
9.	6" Gate valve w/box		EA	\$ 500.00	\$ -
10.	4" Gate valve w/box		EA	\$ 450.00	\$ -
11.	2" Flush valve		EA	\$ 400.00	\$ -
12.	Fire hydrant w/6" valve		EA	\$1,500.00	\$ -
13.	8" Tapping tee & valve		EA	\$ 900.00	\$ -
14.	Dual service connection-adjacent		EA	\$ 270.00	\$ -
15.	Dual service connection-across		EA	\$ 290.00	\$ -
	with casing				
16.	Single service connection-adjacent		EA	\$ 260.00	\$ -
17.	Single service connection-across		EA	\$ 280.00	\$ -
	with casing				
18.	8" Tee		EA	\$ 150.00	\$ -
19.	6" Tee		EA	\$ 140.00	\$ -
20.	8" 90 degree elbow		EA	\$ 120.00	\$ -
21.	8" 45 degree elbow		EA	\$ 100.00	\$ -
22.	6" 90 degree elbow		EA	\$ 90.00	\$ -
23.	6" 45 degree elbow		EA	\$ 90.00	\$ -
24.	8" Cap		EA	\$ 75.00	\$ -
25.	6" Cap		EA	\$ 75.00	\$ -
26.	6"x8" Reducer		EA	\$ 150.00	\$ -
27.	6"x2" Reducer		EA	\$ 150.00	\$ -
28.	Bore and encase 12" casing		LF	\$ 48.00	\$ -
29.	Bore and encase 16" casing		LF	\$ 70.00	\$ -
30.	Valve markers		EA	\$ 15.00	\$ -
Total Water Improvements:					\$ -

SANITARY SEWER IMPROVEMENTS:

1.	8" PVC SDR 26 (10'-12' cut)		LF	\$ 12.00	\$ -
----	-----------------------------	--	----	----------	------

Proposal

2.	8" PVC SDR35 (8'-10' cut)	LF	\$ 10.00	\$ -
3.	8" PVC SDR35 (6'-8' cut)	LF	\$ 8.00	\$ -
4.	8" PVC SDR35 (0'-6' cut)	LF	\$ 7.00	\$ -
5.	6" PVC SDR35 (6'-8' cut)	LF	\$ 6.50	\$ -
6.	6" PVC SDR35 (0'-6' cut)	LF	\$ 5.00	\$ -
7.	Manhole (10'-12' cut)	EA	\$1,500.00	\$ -
8.	Manhole (8'-10' cut)	EA	\$1,050.00	\$ -
9.	Manhole (6'-8' cut)	EA	\$ 900.00	\$ -
10.	Manhole (0'-6' cut)	EA	\$ 800.00	\$ -
11.	Cleanout	EA	\$ 350.00	\$ -
12.	Dual service connection-adjacent	EA	\$ 270.00	\$ -
13.	Dual service connection-across	EA	\$ 290.00	\$ -
14.	Single service connection-adjacent	EA	\$ 260.00	\$ -
15.	Single service connection-across	EA	\$ 280.00	\$ -
16.	Trench excavation protection	LF	\$ 1.00	\$ -
Total Sanitary Sewer Improvements:				\$ -
DRAINAGE IMPROVEMENTS:				
1.	36" Storm sewer (8' -10' cut)	LF	\$ 42.00	\$ -
2.	30" Storm sewer (6'- 8' cut)	LF	\$ 30.00	\$ -
3.	1/2"x24" ID steel pipe (6'-8' cut)	LF	\$ 60.00	\$ -
4.	24" Storm sewer (0'-6' cut)	LF	\$ 24.00	\$ -
5.	18" Storm sewer (0'- 6' cut)	LF	\$ 20.00	\$ -
6.	Manhole (6'-8' cut)	EA	\$1,000.00	\$ -
7.	Manhole (0'-6' cut)	EA	\$ 900.00	\$ -
8.	Type "A" curb inlet (0'-6' cut)	EA	\$1,200.00	\$ -
9.	Type "B" grated inlet	EA	\$1,000.00	\$ -
10.	Type "CC" grated inlet	EA	\$1,200.00	\$ -
11.	Headwall/down drain	EA	\$ 800.00	\$ -
12.	Trench excavation protection	LF	\$ 1.00	\$ -
Total Drainage Improvements:				\$ -
MISCELLANEOUS IMPROVEMENTS:				
1.	Electrical trenching	LF	\$ 1.00	\$ -
2.	4" PVC Sch 40 gray conduit pipe	LF	\$ 4.50	\$ -
3.	Performance & Payment Bonds	LS	\$1,500.00	\$ -
Total Miscellaneous Improvements:				\$ -
TOTAL UTILITY IMPROVEMENTS:				\$ -
PAVING IMPROVEMENTS:				
1.	Excavation & grading	SY	\$ 1.15	\$ -
2.	5% Lime treated subgrade	SY	\$ 1.00	\$ -
3.	Lime	TNS	\$ 85.00	\$ -
4.	10" Compacted crushed caliche			

Proposal

	base w/prime coat	SY	\$ 3.20		
5.	8" Compacted crushed caliche base w/prime coat	SY	\$ 3.20	\$ -	
6.	1 1/2" Hot mix asphaltic concrete w/tack coat	SY	\$ 3.20	\$ -	
7.	2" Hot mix asphaltic concrete w/tack coat	SY	\$ 3.75	\$ -	
8.	18" Curb & gutter	LF	\$ 4.20	\$ -	
9.	20" Curb & gutter	LF	\$ 5.00	\$ -	
10.	6' Valley gutter	LF	\$ 20.00	\$ -	
11.	3' Valley gutter	LF	\$ 15.00	\$ -	
12.	18" RCP culvert	LF	\$ 20.00	\$ -	
13.	Safety end treatment	EA	\$ 500.00	\$ -	
14.	4"x5' wide concrete sidewalks	SF	\$ 1.85	\$ -	
15.	Lot grading	LS	\$5,000.00	\$ -	
16.	Type III Barricades	EA	\$ 600.00	\$ -	
Total Paving Improvements:				\$ -	
MISCELLANEOUS IMPROVEMENTS:					
1.	Performance & Payment Bonds	LS	\$1,500.00	\$ -	
2.	Demolition & disposal of brush, buildings & irrigation structures	LS	\$5,000.00	\$ -	
Total Miscellaneous Improvements:				\$ -	
TOTAL PAVING IMPROVEMENTS:				\$ -	
SUB-TOTAL IMPROVEMENTS:				\$ -	
OTHER IMPROVEMENTS & FEES:					
1.	Street lights	EA	\$ 500.00	\$ -	
2.	City inspection fee	2 %	\$ -	\$ -	
3.	Street intersection signs	EA	\$ 250.00	\$ -	
4.	Fire hydrant markers	EA	\$ 15.00	\$ -	
5.	Engineering:				
	plat development	LS	\$6,000.00	\$ -	
	design & construction staking	8 %	\$ -	\$ -	
	lot staking	EA	\$ 25.00	\$ -	
6.	Park fees	DWELL	\$ 250.00	\$ -	
7.	Filing fees & Exclusions	LS	\$1,500.00	\$ -	
8.	Reimbursements & Escrows:*				
	a. Water				
	b. Sewer				
	c. Drainage				
	d. Paving				
	e. Sidewalk				
	f. Buyout				
9.	Contingency	5 %	\$ -	\$ -	

Proposal

10.	Feasibility study	LS	\$ 500.00	\$ -
11.	ESA	LS	\$1,800.00	\$ -
12.	Subgrade & caliche compaction test cores on caliche & asphalt	LS	\$2,500.00	\$ -
Total Other Improvements & Fees:				\$ -
TOTAL ALL IMPROVEMENTS:				\$ -
f:\forms\Quantity revised				
*Does not include reimbursements, if any.				
Acres for Phase _____ : Cost per acre			#VALUE!	
Lots for Phase _____ : Cost per lot			#VALUE!	
Estimated by: _____				
Checked by: _____			Based on quantity dated _____	

Proposal

(Enter total L.F. of street in the 18" curb cell)					
Make sure to make changes in cells wired clip					
Item	Sq. Ft.	Total	Unit	TXDOT UNITS	
				Total	Unit
Excavation	443,900	49,322	S.Y.		
Caliche	443,900	49,322	S.Y.	16,441	C.Y.
Lime	443,900	818	Tons		

Revised: 6/5/2001

ENGINEER'S ESTIMATE-QUANTITY FORM
PROJECT NAME

PHASE: NO DESIGN COMPLETED
ACREAGE: PRELIMINARY DESIGN
ENTITY: FINAL DESIGN
LOTS:

WATER IMPROVEMENTS: On site Quantity Unit Unit Price Item Total

1.	12" PVC C900 SDR18		LF	\$ 14.00	\$ -
2.	10" PVC C900 SDR18		LF	\$ 11.00	\$ -
3.	8" PVC C900 DR18		LF	\$ 8.00	\$ -
4.	6" PVC C900 DR18		LF	\$ 7.50	\$ -
5.	4" PVC C900 SDR18		LF	\$ 5.50	\$ -
6.	12" Gate valve w/box		EA	\$1,000.00	\$ -
7.	10" Gate valve w/box		EA	\$ 750.00	\$ -
8.	8" Gate valve w/box		EA	\$ 550.00	\$ -
9.	6" Gate valve w/box		EA	\$ 500.00	\$ -
10.	4" Gate valve w/box		EA	\$ 450.00	\$ -
11.	2" Flush valve		EA	\$ 400.00	\$ -
12.	Fire hydrant w/6" valve		EA	\$1,500.00	\$ -
13.	8" Tapping tee & valve		EA	\$ 900.00	\$ -
14.	Dual service connection-adjacent		EA	\$ 270.00	\$ -
15.	Dual service connection-across		EA	\$ 290.00	\$ -
	with casing				
16.	Single service connection-adjacent		EA	\$ 260.00	\$ -
17.	Single service connection-across		EA	\$ 280.00	\$ -
	with casing				
18.	8" Tee		EA	\$ 150.00	\$ -
19.	6" Tee		EA	\$ 140.00	\$ -
20.	8" 90 degree elbow		EA	\$ 120.00	\$ -
21.	8" 45 degree elbow		EA	\$ 100.00	\$ -
22.	6" 90 degree elbow		EA	\$ 90.00	\$ -
23.	6" 45 degree elbow		EA	\$ 90.00	\$ -
24.	8" Cap		EA	\$ 75.00	\$ -
25.	6" Cap		EA	\$ 75.00	\$ -
26.	6"x8" Reducer		EA	\$ 150.00	\$ -
27.	6"x2" Reducer		EA	\$ 150.00	\$ -
28.	Bore and encase 12" casing		LF	\$ 48.00	\$ -
29.	Bore and encase 16" casing		LF	\$ 70.00	\$ -
30.	Valve markers		EA	\$ 15.00	\$ -

Total Water Improvements: \$ -

SANITARY SEWER IMPROVEMENTS:

1.	8" PVC SDR 26 (10'-12' cut)		LF	\$ 12.00	\$ -
----	-----------------------------	--	----	----------	------

2.	8" PVC SDR35 (8'-10' cut)	LF	\$ 10.00	\$ -
3.	8" PVC SDR35 (6'-8' cut)	LF	\$ 8.00	\$ -
4.	8" PVC SDR35 (0'-6' cut)	LF	\$ 7.00	\$ -
5.	6" PVC SDR35 (6'-8' cut)	LF	\$ 6.50	\$ -
6.	6" PVC SDR35 (0'-6' cut)	LF	\$ 5.00	\$ -
7.	Manhole (10'-12' cut)	EA	\$1,500.00	\$ -
8.	Manhole (8'-10' cut)	EA	\$1,050.00	\$ -
9.	Manhole (6'-8' cut)	EA	\$ 900.00	\$ -
10.	Manhole (0'-6' cut)	EA	\$ 800.00	\$ -
11.	Cleanout	EA	\$ 350.00	\$ -
12.	Dual service connection-adjacent	EA	\$ 270.00	\$ -
13.	Dual service connection-across	EA	\$ 290.00	\$ -
14.	Single service connection-adjacent	EA	\$ 260.00	\$ -
15.	Single service connection-across	EA	\$ 280.00	\$ -
16.	Trench excavation protection	LF	\$ 1.00	\$ -
Total Sanitary Sewer Improvements:				\$ -
DRAINAGE IMPROVEMENTS:				
1.	36" Storm sewer (8' -10' cut)	LF	\$ 42.00	\$ -
2.	30" Storm sewer (6' - 8' cut)	LF	\$ 30.00	\$ -
3.	1/2"x24" ID steel pipe (6'-8' cut)	LF	\$ 60.00	\$ -
4.	24" Storm sewer (0'-6' cut)	LF	\$ 24.00	\$ -
5.	18" Storm sewer (0'- 6' cut)	LF	\$ 20.00	\$ -
6.	Manhole (6'-8' cut)	EA	\$1,000.00	\$ -
7.	Manhole (0'-6' cut)	EA	\$ 900.00	\$ -
8.	Type "A" curb inlet (0'-6' cut)	EA	\$1,200.00	\$ -
9.	Type "B" grated inlet	EA	\$1,000.00	\$ -
10.	Type "CC" grated inlet	EA	\$1,200.00	\$ -
11.	Headwall/down drain	EA	\$ 800.00	\$ -
12.	Trench excavation protection	LF	\$ 1.00	\$ -
Total Drainage Improvements:				\$ -
MISCELLANEOUS IMPROVEMENTS:				
1.	Electrical trenching	LF	\$ 1.00	\$ -
2.	4" PVC Sch 40 gray conduit pipe	LF	\$ 4.50	\$ -
3.	Performance & Payment Bonds	LS	\$1,500.00	\$ -
Total Miscellaneous Improvements:				\$ -
TOTAL UTILITY IMPROVEMENTS:				\$ -
PAVING IMPROVEMENTS:				
1.	Excavation & grading	SY	\$ 1.15	\$ -
2.	5% Lime treated subgrade	SY	\$ 1.00	\$ -
3.	Lime	TNS	\$ 85.00	\$ -
4.	10" Compacted crushed caliche			

	base w/prime coat	SY	\$ 3.20		
5.	8" Compacted crushed caliche base w/prime coat	SY	\$ 3.20	\$ -	
6.	1 1/2" Hot mix asphaltic concrete w/tack coat	SY	\$ 3.20	\$ -	
7.	2" Hot mix asphaltic concrete w/tack coat	SY	\$ 3.75	\$ -	
8.	18" Curb & gutter	LF	\$ 4.20	\$ -	
9.	20" Curb & gutter	LF	\$ 5.00	\$ -	
10.	6' Valley gutter	LF	\$ 20.00	\$ -	
11.	3' Valley gutter	LF	\$ 15.00	\$ -	
12.	18" RCP culvert	LF	\$ 20.00	\$ -	
13.	Safety end treatment	EA	\$ 500.00	\$ -	
14.	4"x5' wide concrete sidewalks	SF	\$ 1.85	\$ -	
15.	Lot grading	LS	\$5,000.00	\$ -	
16.	Type III Barricades	EA	\$ 600.00	\$ -	
Total Paving Improvements:				\$ -	
MISCELLANEOUS IMPROVEMENTS:					
1.	Performance & Payment Bonds	LS	\$1,500.00	\$ -	
2.	Demolition & disposal of brush, buildings & irrigation structures	LS	\$5,000.00	\$ -	
Total Miscellaneous Improvements:				\$ -	
TOTAL PAVING IMPROVEMENTS:				\$ -	
SUB-TOTAL IMPROVEMENTS:				\$ -	
OTHER IMPROVEMENTS & FEES:					
1.	Street lights	EA	\$ 500.00	\$ -	
2.	City inspection fee	2 %	\$ -	\$ -	
3.	Street intersection signs	EA	\$ 250.00	\$ -	
4.	Fire hydrant markers	EA	\$ 15.00	\$ -	
5.	Engineering:				
	plat development	LS	\$6,000.00	\$ -	
	design & construction staking	8 %	\$ -	\$ -	
	lot staking	EA	\$ 25.00	\$ -	
6.	Park fees	DWELL	\$ 250.00	\$ -	
7.	Filing fees & Exclusions	LS	\$1,500.00	\$ -	
8.	Reimbursements & Escrows:*				
	a. Water				
	b. Sewer				
	c. Drainage				
	d. Paving				
	e. Sidewalk				
	f. Buyout				
9.	Contingency	5 %	\$ -	\$ -	

Tab

10.	Feasibility study	LS	\$ 500.00	\$ -
11.	ESA	LS	\$1,800.00	\$ -
12.	Subgrade & caliche compaction test cores on caliche & asphalt	LS	\$2,500.00	\$ -
Total Other Improvements & Fees:				\$ -
TOTAL ALL IMPROVEMENTS:				\$ -
f:\forms\Quantity revised				
*Does not include reimbursements, if any.				
Acres for Phase _____ : Cost per acre			#VALUE!	
Lots for Phase _____ : Cost per lot			#VALUE!	
Estimated by: _____				
Checked by: _____			Based on quantity dated _____	

The image shows a large rectangular area filled with a grid of horizontal and vertical lines. The grid consists of approximately 30 horizontal rows and 10 vertical columns, creating a table-like structure. The lines are thin and black, set against a white background. The grid is centered on the page and occupies most of the vertical space below the header and above the footer.

(Enter total L.F. of street in the 18" curb cell)					
Make sure to make changes in cells w/red clip TXDOT UNITS					
<u>Item</u>	<u>Sq. Ft.</u>	<u>Total</u>	<u>Unit</u>	<u>Total</u>	<u>Unit</u>
Excavation	443,900	49,322	S.Y.		
Caliche	443,900	49,322	S.Y.	16,441	C.Y.
Lime	443,900	818	Tons		

