

ESCROW AGREEMENT
BY AND BETWEEN
THE CITY OF MONTGOMERY, TEXAS,
AND
Mr. Christopher Landis, Sr.
Dev. No. 2105

THE STATE OF TEXAS ⊃

COUNTY OF MONTGOMERY ⊃

This Escrow Agreement, is made and entered into as of the 17 day NOVEMBER, 2021 by and between the CITY OF MONTGOMERY, TEXAS, a body politic, and a municipal corporation created and operating under the general laws of the State of Texas (hereinafter called the "City"), and Mr.Christopher Landis, Sr., (hereinafter called the "Developer").

RECITALS

WHEREAS, the Developer desires to acquire and develop all or part of a 16.384-Acre Tract sometimes referred to as the Montgomery Brewing Compnay Tract, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

WHEREAS, the City policy requires the Developer to establish an Escrow Fund with the City to reimburse the City for engineering costs, legal fees, consulting fees and administrative expenses incurred for feasibility study, plan reviews, developer coordination, construction management, inspection services to be provided for during the construction phase, and one-year warranty services.

AGREEMENT

ARTICLE I

SERVICES REQUIRED

Section 1.01 The development of the Montgomery Brewing Company Tract will require the City to utilize its own personnel, its professionals and consultants; and the Escrow Fund will be used to reimburse the City its costs associated with these services.

Section 1.02 In the event other contract services are required related to the development from third parties, payment for such services will be made by the City and reimbursed by the Developer or paid directly by the Developer as the parties may agree.

ARTICLE II

FINANCING AND SERVICES

Section 2.01 All estimated costs and professional fees needed by City shall be financed by Developer. Developer agrees to advance funds to City for the purpose of funding such costs as herein set out:

Administrative	\$1,000
City Engineer	\$6,000
Legal	\$1,000
<hr/>	
TOTAL	\$8,000

Section 2.02 Developer agrees to submit payment of the funds for the Utility and Economic Feasibility Study to City no later than ten (10) days after the execution of this Escrow Agreement. No work will begin on the Study until funds have been received and the Study has been authorized by City Council.

Section 2.03 As part of the Study, the estimated additional Escrow Amount will be determined for plan reviews, developer coordination, construction coordination, construction inspection, warranty services, legal expenses, and administrative costs. Developer agrees to submit payment of the Escrow Amount to City no later than thirty (30) days after the acceptance of the Study by City Council. No work outside of the Study will be performed by or on behalf of the City until the Escrow Amount has been deposited.

Section 2.04 The total amount shown above for the Utility and Economic Feasibility Study and the Escrow Amount determined in the Study is intended to be a "Not to Exceed" amount unless extenuating, unexpected fees are needed. Examples of extenuating circumstances created by the developer that may cause additional fees include, but are not limited to, greater than three plan reviews or drainage analysis reviews; revisions to approved plans; extraordinary number of comments on plans; additional meetings at the request of the developer; variance requests; encroachment agreement requests; construction delays and/or issues; failure to coordinate construction with City; failed testing during construction; failing to address punch list items; and/or excessive warranty repair items. If extenuating circumstances arise, the Developer will be informed, in writing by the City, of the additional deposit amount and explanation of extenuating circumstance. The Developer agrees to tender additional sums within 10 days of receipt of request to cover such costs and expenses. If additional funds are not deposited within 10 days all work by or on behalf of the City will stop until funds are deposited. Any funds which may remain after the completion of the development described in this Escrow Agreement will be refunded to Developer.

ARTICLE III,
MISCELLANEOUS

Section 3.01 City reserves the right to enter into additional contracts with other persons, corporations, or political subdivisions of the State of Texas; provided, however, that City covenants and agrees that it will not so contract with others to an extent as to impair City's ability to perform fully and punctually its obligations under this Escrow Agreement.

Section 3.02 If either party is rendered unable, wholly or in part, by *force majeure* to carry out any of its obligations under this Escrow Agreement, then the obligations of such party, to the extent affected by such *force majeure* and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the *force majeure* relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such *force majeure* relied upon to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "*force majeure*," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage, or accidents to machinery, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care.

The parties shall have the right from time to time and at any time to change their respective addresses, and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other party.

Section 3.06 This Escrow Agreement shall be subject to change or modification only in writing and with the mutual consent of the governing body of City and the management of Developer.

Section 3.07 This Escrow Agreement shall bind and benefit City and its legal successors and Developer and its legal successors but shall not otherwise be assignable, in whole or in part, by either party except as specifically provided herein between the parties or by supplemental agreement.

Section 3.08 This Escrow Agreement shall be for the sole and exclusive benefit of City and Developer and is not for the benefit of any third party. Nothing herein shall be construed to confer standing to sue upon any party who did not otherwise have such standing.

Section 3.09 The provisions of this Escrow Agreement are severable, and if any provision or part of this Escrow Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Escrow Agreement and the application of such provision or part of this Escrow Agreement to other person circumstances shall not be affected thereby.

Section 3.10 This Escrow Agreement and any amendments thereto, constitute all the agreements between the parties relative to the subject matter thereof, and may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original.

Section 3.11 This Agreement shall be governed by, construed and enforced in accordance with, and subject to, the laws of the State of Texas without regard to the principles of conflict of laws. This Agreement is performable in Montgomery County, Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement in three (3) copies, each of which shall be deemed to be an original, as of the date and year first written in this Escrow Agreement.


CITY OF MONTGOMERY, TEXAS

By: _____
Sara Countryman, Mayor

ATTEST:

By: _____
Susan Hensley, City Secretary

Mr. Christopher Landis, Sr.
Developer

By: 
Signature

PRESIDENT / OWNER
Title: _____

STATE OF TEXAS {

COUNTY OF MONTGOMERY {

BEFORE ME, the undersigned authority, on this day personally appeared Sara Countryman, Mayor of the City of Montgomery, Texas, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2021.

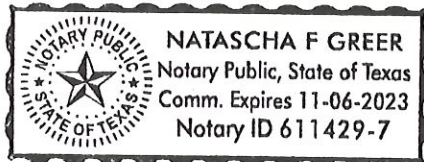
Notary Public, State of Texas

THE STATE OF TEXAS {

COUNTY OF Montgomery {

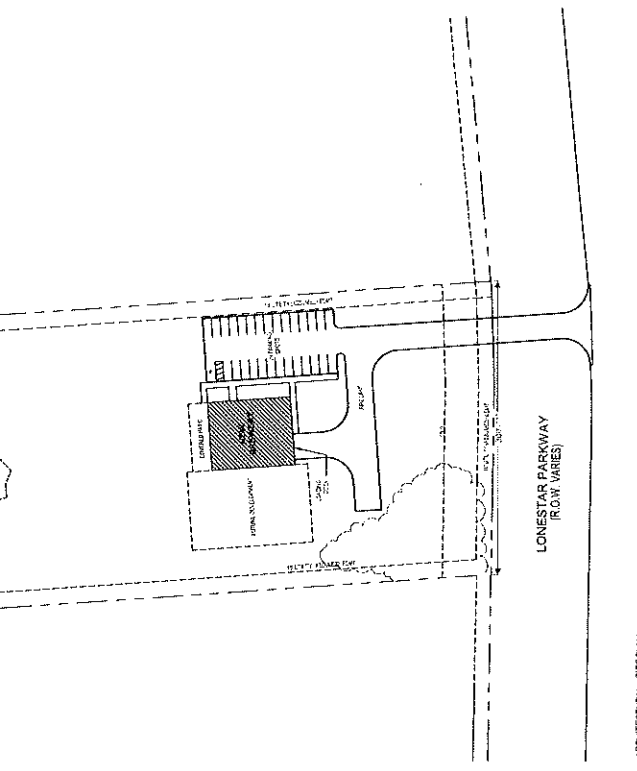
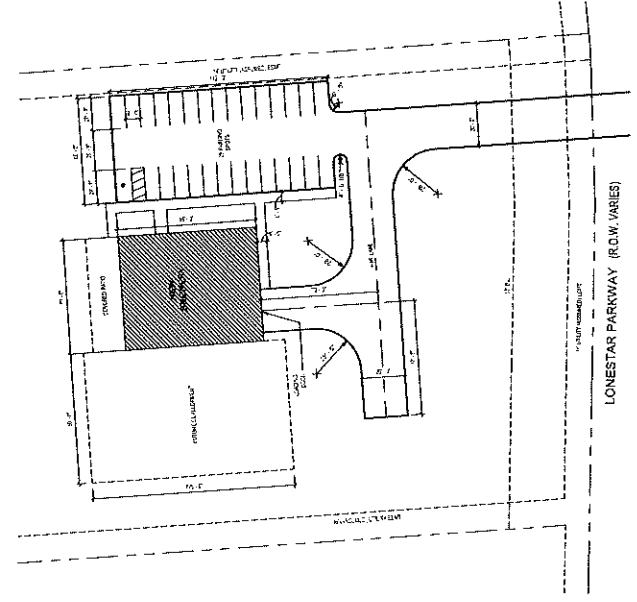
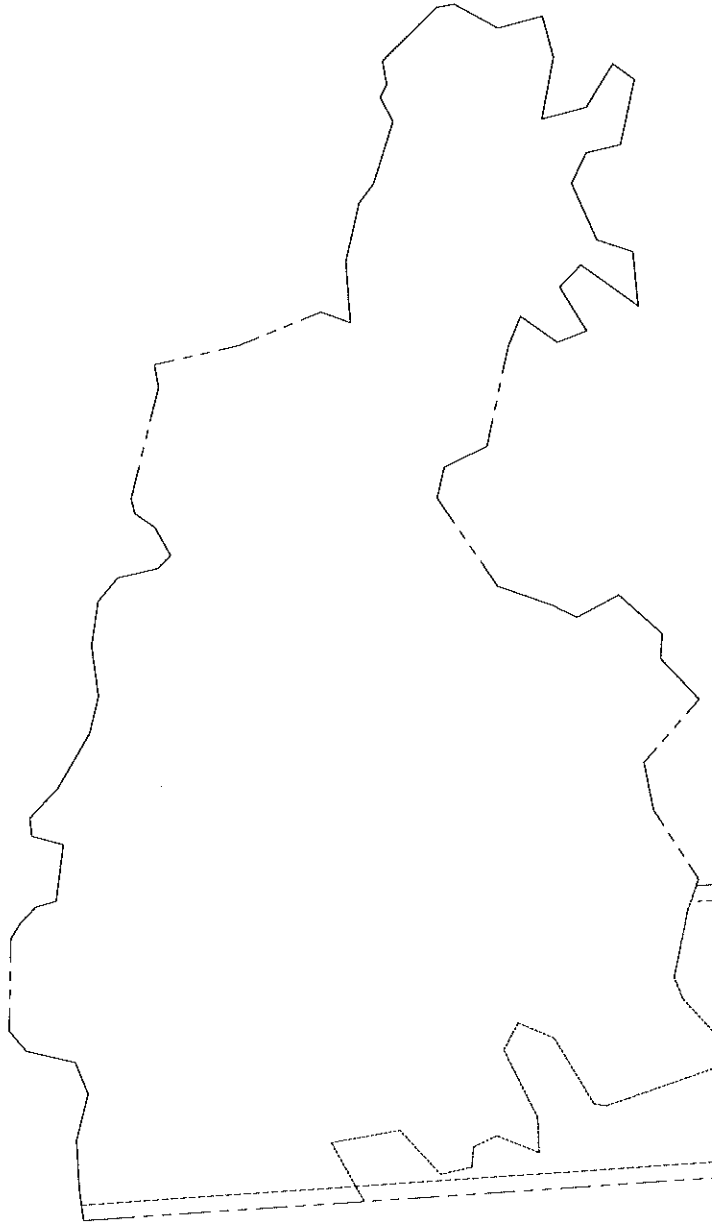
BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared CHRISTOPHER L. LANDIS SR of MONTGOMERY BREWING COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated and as the act and deed of said organization.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 17th day of Nov., 2021.



Natascha F Greer
Notary Public, State of Texas





CONCEPTUAL - SITE PLAN ENLARGED
 11/15/2017

CONCEPTUAL - SITE PLAN
 11/15/2017

CARROLL COUNTY PARTNERS
L.P. A TEXAS LIMITED
PARTNERSHIP
MCCF. NO. 2001154589
GRABACKI

CARROLL COUNTY PARTNERS
L.P. A TEXAS LIMITED
PARTNERSHIP
MCCF. NO. 2001154589
GRABACKI

RESTRICTED CHANGELIN
RESERVE "A"
LONGSTAR PARKWAY NORTH
C&A 2 SHEET 1315
MEMPHIS

16.376 ACRES

TRACT 1
CALLED 15778 ACRES

SCOTT'S 2001 PACTY L.P.
MCCF. NO. 2001154589
GRABACKI

WORTH CAY SHOOTING
RANGE
MCCF. NO. 2001154589
GRABACKI

Surveyors Certificate
I, JAMES G. SMITH, JR., Surveyor in Charge, do hereby certify that the above and foregoing plat was prepared by me or under my direct supervision and that I am a duly licensed Surveyor in the State of Texas.



FLOODPLAIN NOTE:
This plat was prepared in accordance with the Floodplain Management Act of 1974, Chapter 263, Texas Government Code, and the Floodplain Management Rules and Regulations promulgated thereunder. The Floodplain Management Act requires that all landowners who own or control land in a floodplain must obtain a Floodplain Management Certificate from the local floodplain management authority before any new construction or substantial improvement is undertaken. The Floodplain Management Certificate is issued by the local floodplain management authority upon review and approval of the Floodplain Management Plan submitted by the landowner. The Floodplain Management Plan must include a Floodplain Management Certificate of Compliance, a Floodplain Management Certificate of Approval, and a Floodplain Management Certificate of Release. The Floodplain Management Certificate of Compliance is issued by the local floodplain management authority upon review and approval of the Floodplain Management Plan submitted by the landowner. The Floodplain Management Certificate of Approval is issued by the local floodplain management authority upon review and approval of the Floodplain Management Plan submitted by the landowner. The Floodplain Management Certificate of Release is issued by the local floodplain management authority upon review and approval of the Floodplain Management Plan submitted by the landowner.

GENERAL NOTES:
1. BEARING AND DISTANCE FROM CORNER TO THE NEAREST CORNER SHALL BE THE SAME AS SHOWN ON THE ORIGINAL SURVEY PLAT.
2. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1989, CHAPTER 223, TEXAS GOVERNMENT CODE, AND THE SURVEYING RULES AND REGULATIONS PROMULGATED THEREUNDER.
3. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1989, CHAPTER 223, TEXAS GOVERNMENT CODE, AND THE SURVEYING RULES AND REGULATIONS PROMULGATED THEREUNDER.
4. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1989, CHAPTER 223, TEXAS GOVERNMENT CODE, AND THE SURVEYING RULES AND REGULATIONS PROMULGATED THEREUNDER.
5. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1989, CHAPTER 223, TEXAS GOVERNMENT CODE, AND THE SURVEYING RULES AND REGULATIONS PROMULGATED THEREUNDER.

Christina S. Smith

10-22-2

DATE	NOV 15 2001
BY	JAMES G. SMITH, JR.
FOR	SCOTT'S 2001 PACTY L.P.
PROJECT	LONGSTAR PARKWAY NORTH
SECTION	C&A 2 SHEET 1315
PLAT	MEMPHIS

BOUNDARY SURVEY
16.376 ACRES
LOCATED IN THE BEVANIAN PROSBY SURVEY,
MONTGOMERY COUNTY, TEXAS

FOUR Points

SUBMITTING TRM 41918408
AS A CORRECTION TO THE BEVANIAN PROSBY SURVEY
PLAT NO. 2001-154589

DATE	BY
8-20-2001	JAMES G. SMITH, JR.
8-13-2001	JAMES G. SMITH, JR.
4-28-2001	JAMES G. SMITH, JR.
10-18-2001	JAMES G. SMITH, JR.

Submitted by: [Signature] Date: 10-22-2001

