

PUBLIC IMPROVEMENT AGREEMENT

THE STATE OF TEXAS

§

COUNTY OF HARRIS

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This PUBLIC IMPROVEMENT AGREEMENT (this “Agreement”) is entered into as of the _____ day of _____, 2026, by **Republic Business Park LP** (the “Developer”), whose address is _____, owner and developer of a tract or tracts of land in Harris County, Texas (the “Tract”), and the **CITY OF TOMBALL, TEXAS** (the “City”).

WITNESSETH:

WHEREAS, Developer is developing the Tract and requires the extension of approximately 1,500 linear feet (LF) of sanitary sewer line to service its development located at or near 920 S. Persimmon Street, Tomball, Texas 77375; and

WHEREAS, approximately 329 LF of the sanitary sewer extension should have been constructed by a prior development as a condition of its plan approval, but was omitted during plan review, and the City has agreed to reimburse Developer for this portion of the extension; and

WHEREAS, the City has further agreed to reimburse Developer for the cost of upsizing the sanitary sewer pipe from 8-inch to 18-inch diameter for the full length of the extension, which upsizing benefits the public and the City’s utility system; and

WHEREAS, the City and Developer desire to memorialize the terms of the City’s reimbursement obligations to Developer for the public improvements described herein;

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

1. Public Improvements. Developer shall design and construct, or cause to be constructed, the sanitary sewer extension consisting of approximately 1,500 LF of 18-inch pipe, manholes, and all associated appurtenances (collectively, the “Public Improvements”), in accordance with the City’s specifications, standards, and regulations and the construction plans approved by the City’s Engineer (the “Plans”). The Public Improvements shall be located at or near 920 S. Persimmon Street, Tomball, Texas 77375, as more particularly shown in the drawing attached hereto as Exhibit A and incorporated herein by reference.

2. City Reimbursement – Pipe Upsizing. The City agrees to reimburse Developer for the incremental cost of upsizing the sanitary sewer pipe from 8-inch to 18-inch diameter for the total length of the Project extension. The parties agree that the total reimbursement for pipe upsizing is:

Pipe Upsizing Reimbursement: \$66,600.00

This amount represents the agreed-upon difference in material and installation costs between the 8-inch pipe originally required and the 18-inch pipe installed at the City's request for the benefit of the City's utility system.

3. City Reimbursement – 329 LF Extension. The City agrees to reimburse Developer for the full cost of constructing the 329 LF portion of the sanitary sewer extension that should have been completed by a prior development. The parties agree that the total reimbursement for this portion of work is:

329 LF Extension Reimbursement: \$136,304.10

This amount is based on the cost proposal received from Trilogy Civil Construction dated November 24, 2025, attached hereto as Exhibit B.

4. Total Reimbursement. The total reimbursement from the City to Developer under this Agreement shall be:

Pipe Upsizing (Section 2):	\$66,600.00
329 LF Extension (Section 3):	\$136,304.10
TOTAL REIMBURSEMENT:	\$202,904.10

5. Reimbursement Conditions. The City's obligation to pay the reimbursement amounts set forth in Sections 2, 3, and 4 is conditioned upon:

- a. Developer completing the Public Improvements in accordance with the Plans and the City's standards and specifications;
- b. The City's engineer inspecting and approving the completed Public Improvements;
- c. Developer providing the City with a complete set of construction plans certified "as-built" by the engineer of record;
- d. Developer submitting a written request for reimbursement, accompanied by invoices or other documentation satisfactory to the City evidencing actual costs incurred; and
- e. Developer providing performance and maintenance bonds as required by the City's Code of Ordinances.

6. Timing of Reimbursement. The City shall pay the reimbursement amounts within sixty (60) days after all conditions in Section 5 have been satisfied and following the City's acceptance of the Public Improvements.

7. Ownership of Public Improvements. Upon the City's acceptance of the Public Improvements, the Public Improvements shall become the property of the City and shall be owned, operated, and maintained by the City as public facilities. Developer shall have no further responsibility for the maintenance or operation of the Public Improvements after acceptance, except for warranty obligations as described in Section 8.

8. Warranty. Developer warrants that the Public Improvements shall be free from defects in materials and workmanship for a period of one (1) year following the City's acceptance of the Public Improvements. Developer shall promptly repair or replace, at Developer's sole cost and expense, any defective work discovered during the warranty period.

9. Utility Service. The actual provision of utility service to Developer, its successors, and assigns shall be subject to the ordinances and standard procedures of the City for the establishment of, provision of, and billing for utility service.

10. Miscellaneous.

a. Covenants Running with the Land. The covenants, restrictions, and conditions included in this Agreement shall operate as covenants running with the land and shall be binding upon the Developer and Developer's legal representatives, heirs, successors, and permitted assigns.

b. No Third-Party Beneficiaries. This Agreement shall not be construed as affording any rights or benefits to anyone other than the City and Developer.

c. Indemnification. Developer shall indemnify and hold the City harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees, for the defense of such claims and demands, arising from any breach on the part of Developer of any provision in this Agreement, or from any act or negligence of Developer or Developer's agents, contractors, employees, tenants, or licensees in the construction of the Public Improvements. The Developer further agrees to indemnify and defend the City, if the City is named as a defendant in an action arising from any breach on the part of Developer of any provision in this Agreement or from any act or negligence of Developer or Developer's agents, contractors, employees, tenants, or licensees in the construction of the Public Improvements.

d. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The City's failure to enforce any provision of this Agreement will not constitute a waiver or estoppel of the right to do so.

e. Successors and Assigns. This Agreement is binding on Developer and the heirs, successors, and permitted assigns of Developer. Developer's obligations under this Agreement may not be assigned without the prior written approval of the City, which shall not be unreasonably withheld if the assignee expressly assumes all obligations of Developer hereunder.

f. Severability. If any provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability shall not affect the validity of any other provision, and the rights of the Parties shall be construed as if such provision was never part of this Agreement.

g. Jurisdiction and Venue. This Agreement concerns real property located in Harris County, Texas, and shall be governed and construed under Texas law. Venue for any action arising under this Agreement shall be exclusively in Harris County, Texas.

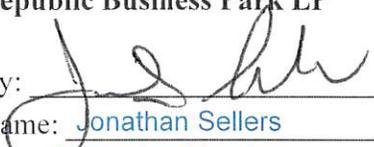
h. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof. Any oral representations or modifications concerning this Agreement shall be of no force or effect, except a subsequent written modification executed by both Parties. NO OFFICIAL, EMPLOYEE, OR AGENT OF THE CITY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, MODIFY, OR OTHERWISE CHANGE THIS AGREEMENT, EXCEPT PURSUANT

TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY COUNCIL.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

DEVELOPER:

Republic Business Park LP

By: 
Name: Jonathan Sellers
Title: Managing Member
Date: 02/23/2026

CITY OF TOMBALL, TEXAS:

By: _____
Name: David Esquivel
Title: City Manager
Date: _____

ATTESTED BY:

City Secretary
City of Tomball, Texas

By: _____
Name: Thomas Harris
Date: _____

EXHIBIT A

Drawing Showing Specifications and Location of Project (to be attached)

EXHIBIT B

Trilogy Civil Construction Proposal – Persimmon Extension Revised to MH 6, dated November 24, 2025 (to be attached)