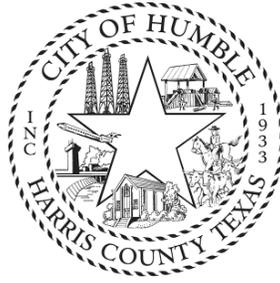


**HUMBLE CITY COUNCIL
MEETING PACKET
JULY 17, 2015**



Mayor
Merle Aaron
City Manager
Darrell Boeske
City Secretary
Jason Stuebe

Council Members
Allan Steagall
Ray Calfee
Andy Curry
Norman Funderburk
David Pierce

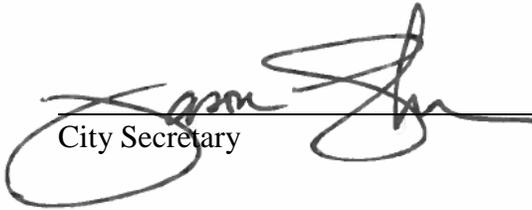
Agenda
Humble City Council
Special Meeting
Friday, July 17, 2015 9:00 A.M.
City Hall Council Chamber, 114 West Higgins
Humble, Texas

Call to order.

1. Invocation and Pledge of Allegiance.
2. Resolution 15-752 approving the Infrastructure Development and Reimbursement Agreement between the City of Humble, Texas and Costco Wholesale Corporation, and Headway Estates, LTD.
3. Adjourned.

Notice is hereby given that a Special Meeting of the City Council of the City of Humble, Texas will be held on Tuesday, July 17, 2015 at 9:00 A.M. at the City Hall Council Chamber, 114 West Higgins, Humble, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this 14th day of July, 2015 at 9:00 A.M.


City Secretary



I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of Humble, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 114 West Higgins, Humble, Texas and the City's website, www.cityofhumble.com. The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on July 14, 2015 at 9:00 A.M. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

This public notice was removed from the official posting board at the Humble City Hall on the following date and time: _____ by _____

Subscribed and sworn to before me on this the _____, day of _____, 2015.

Notary Public – Harris County, Texas

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMODATIONS OR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT (281) 446-3061 OR FAX (281) 446-7843 FOR FURTHER INFORMATION.

COUNCIL MEETING

7-17-2015

AGENDA ITEM #1

RESOLUTION 15-752

INFRASTRUCTURE DEVELOPMENT

AGREEMENT

CITY OF HUMBLE

RESOLUTION NO. 15-752

**A RESOLUTION OF THE CITY OF HUMBLE, TEXAS APPROVING THE
INFRASTRUCTURE DEVELOPMENT AND REIMBURSEMENT AGREEMENT
BETWEEN THE CITY OF HUMBLE, TEXAS, COSTCO WHOLESALE
CORPORATION, AND HEADWAY ESTATES, LTD.**

WHEREAS, the City of Humble (the “City”), Costco Wholesale Corporation (“Costco”), and Headway Estates, Ltd. (the “Developer”) with to enter into an Infrastructure Development and Reimbursement Agreement attached hereto as Exhibit A”; now therefore,

BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF HUMBLE TEXAS:

Section 1: The Infrastructure Development and Reimbursement Agreement attached hereto as Exhibit “A” including appendices thereto, save and except such portions are as hereinafter deleted, modified, or amended, and to the same extent are hereby approved and incorporated as fully as if set out at length herein, and the provisions thereof shall be controlling.

Section 2. The Mayor is hereby authorized to execute the Infrastructure Development and Reimbursement Agreement.

Section 3. That the above stated authorization shall be effective immediately upon and after the date of passage.

PASSED, APPROVED, AND RESOLVED this the 17th day of July 2015.

APPROVED:

Merle Aaron
Mayor

ATTEST:

Jason Stuebe
City Secretary

INFRASTRUCTURE DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This Infrastructure Development and Reimbursement Agreement (this “**Agreement**”) is made and entered into effective as of _____, 2015 (the “**Effective Date**”), by and among the **CITY OF HUMBLE, TEXAS**, a Texas home-rule municipal corporation (“**City**”), **COSTCO WHOLESALE CORPORATION**, a Washington corporation (“**Costco**”), and **HEADWAY ESTATES, LTD.**, a Texas limited partnership (“**Developer**”).

RECITALS

A. Costco and Developer are parties to a purchase agreement (the “**Costco Purchase Agreement**”) pursuant to which Developer has agreed to sell to Costco a certain parcel of unimproved land located in Humble, Texas, containing approximately 17.047 acres located at the North West Corner of I-59 and Townsen Blvd W. as more particularly described in **Exhibit A** attached hereto (the “**Costco Property**”). Costco intends to acquire the Costco Property and construct thereon a wholesale and retail general merchandise facility and related parking and other improvements (the “**Costco Project**”).

B. Costco and Developer intend to enter into a certain Site Development Agreement (the “**Costco/Developer SDA**”) at the closing of the sale of the Costco Property to Costco pursuant to which Developer has agreed to perform certain site improvement work required for the construction and operation of the Costco Project.

C. City intends to construct certain roadway and traffic improvements as more particularly described on **Exhibit B** attached hereto (the “**City Road and Traffic Improvements**”). The City estimates that the City Road and Traffic Improvements will be completed by October 31, 2015 (the “**Estimated City Completion Date**”). Costco’s expectation that the City Road and Traffic Improvements will be fully constructed and operational by the Estimated City Completion Date is a material factor in Costco’s desire to acquire the Costco Property and construct the Costco Project thereon.

D. Developer has agreed to dedicate to City, or cause to be dedicated to the City, the right of way required for the New Drive (as defined in **Exhibit B** attached hereto) and, if necessary, the right of way required for the other City Road and Traffic Improvements. In addition, Developer has agreed to grade and compact the land under and related to the New Drive as required to allow City to perform the surface roadway improvements included in the City Road and Traffic Improvements, which grading and compacting to be performed by Developer is more particularly described in **Exhibit C** attached hereto (the “**Developer’s Preparation Work**”).

E. Although City expects that the City Road and Traffic Improvements will be completed by the Estimated City Completion Date, City acknowledges the importance of the City Road and Traffic Improvements to the Costco Project.

F. City recognizes the positive economic impact that the Costco Project will bring to City through the timely development and diversification of the economy, elimination of unemployment and underemployment through the creation and retention of new jobs and the retention and growth of the sales tax revenues generated by the Costco Project for City. In

consideration of the timely construction and development of the Costco Project, which will bring additional sales tax revenues to City and additional jobs resulting from the construction and operation of the Costco Project, City desires to enter into this Agreement to provide Costco with a right to construct the City Road and Traffic Improvements if the City has not completed the same by the date that is 90 days after completion of the Developer's Preparation Work (the "**Outside City Completion Date**"). City further finds that it is in the best interests of City to provide for completion of the City Road and Traffic Improvements in a timely manner, which will benefit the City and its citizens and encourage and support the timely development and diversification of the City's economy.

NOW, THEREFORE, for and in consideration of the promises and mutual agreements set forth herein, City, Developer and Costco agree as follows:

ARTICLE I

GENERAL TERMS; DEFINITIONS

A. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated for all purposes.

B. Definitions and Terms. The terms "Agreement," "City," "City Road and Traffic Improvements," "Costco," "Costco/Developer SDA," "Costco Project," "Costco Property," "Costco Purchase Agreement," "Developer," "Developer's Preparation Work," "Effective Date," "Estimated City Completion Date," "Outside City Completion Date," have the meanings given to such terms in the Recitals, and the following terms have the following meanings::

"**Certificate of Occupancy**" means a permanent certificate of occupancy (or a temporary certificate of occupancy under which Costco is permitted and does open for business) for the Costco Project issued by the applicable governmental authority with jurisdiction.

"**City Work Costs**" has the meaning ascribed to it in Article III, Section A of this Agreement.

"**Cost Certification**" has the meaning ascribed to it in Article III, Section A of this Agreement.

"**Force Majeure**" has the meaning ascribed to it in Article V, Section B.

"**Notice**" has the meaning ascribed to it in Article V, Section C.

"**Outside Acquisition Date**" means October 12, 2015.

"**Party**" or "**Parties**" means City, Costco and Developer, the parties to this Agreement.

"**Payment Default**" has the meaning ascribed to it in Article III, Section E.

"**Prime Rate**" means the prime or reference rate of interest announced as such from time to time by Bank of America, N.A. or its successor for short-term, uninsured loans to its most creditworthy borrowers. If there shall be no such announced rate of such bank or its successor, then the "Prime Rate" shall be such equivalent rate as is charged from time to time by major money-center banks.

“**Outside City Completion Date**” means the later of (i) the date that is 90 days after completion of the Developer’s Preparation Work, or (ii) the date Costco acquires title to the Costco Property.

“**Reimbursement**” has the meaning ascribed to it in Article III, Section A of this Agreement.

C. **Singular and Plural.** Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

ARTICLE II

RIGHT TO COMPLETE CITY ROAD AND TRAFFIC IMPROVEMENTS

A. **Dedication of Right of Way; Developer’s Preparation Work.** Developer agrees to dedicate to the City all of the right of way required for the City Road and Traffic Improvements, which dedication will be pursuant to the plat of the Costco Property to be obtained by Developer pursuant to the Costco Purchase Agreement. Developer further agrees to perform the Developer’s Preparation Work in accordance with the terms of the Costco/Developer SDA. City acknowledges that Costco has the right (but no obligation) under the Costco/Developer SDA to take over the performance of Developer’s Preparation Work if Developer has not completed the Developer’s Preparation Work by July 15, 2015, and City agrees to accept performance of Developer’s Preparation Work in accordance with **Exhibit C** attached hereto by Costco.

B. **Right to Complete the City Road and Traffic Improvements.** If the City Road and Traffic Improvements have not been completed by the Outside City Completion Date, then Costco shall have the right, but no obligation, to elect to complete the City Road and Traffic Improvements by sending City written notice of such election within 180 days after the Outside City Completion Date. City represents and warrants to Costco that City’s contract(s) for the City Road and Traffic Improvements allow City to terminate such contracts if the City Road and Traffic Improvements are not completed by the Outside City Completion Date. If Costco exercises the rights under this Article I, Section B, Costco agrees to comply with all applicable legal requirements relating to its completion of the City Road and Traffic Improvements and shall cause all such work to be performed in a good and workmanlike manner and, once commenced, shall diligently pursue such work to completion, subject to Force Majeure.

ARTICLE III

REIMBURSEMENT OF COSTS

A. **Reimbursement of Costs.** If Costco exercises the right to complete the City Road and Traffic Improvements as provided in Article II, Section B above, City agrees to reimburse Costco for all actual third party costs incurred by Costco in performing such work (the “**City Work Costs**”), which reimbursement (the “**Reimbursement**”) shall be made within 30 days after Costco complies with the conditions set forth in Article III, Section C below.

B. **Acquisition a Condition Precedent.** Notwithstanding anything in this Agreement to the contrary, Costco shall have no obligations under this Agreement, nor any right to any payments of the Reimbursement, unless and until Costco acquires title to the Costco

Property. If Costco does not acquire title to the Costco Property by the Outside Acquisition Date, this Agreement shall terminate and be of no further force or effect.

C. Conditions to Payment of Reimbursement. City's obligation to pay Costco the Reimbursement is conditioned upon Costco's satisfaction of the following conditions:

(1) Delivery to City of a copy of the recorded deed transferring title to the Costco Property to Costco.

(2) After completion of the City Road and Traffic Improvements, delivery to City of a certification in the form attached hereto as **Exhibit D**, certifying as to the actual City Work Costs incurred by Costco (the "**Costco Certification**").

(3) Delivery to City of a copy of the Certificate of Occupancy for the Costco Project.

(4) Delivery to City of a written request in the form attached hereto as **Exhibit E** for payment of the Reimbursement in the amount of the City Work Costs set forth in the Cost Certification.

D. Conditions. Costco's failure to satisfy the conditions for an Reimbursement as provided in this Article III shall not constitute an Event of Default, but City will have no obligation to pay any portion of the Reimbursement unless and until the conditions set forth in this Article III are satisfied.

E. Payment Default. A failure by City to pay the Reimbursement when due, which is not cured within 30 days of the receipt by City of written notice of such is referred to herein as a "**Payment Default**" and upon the occurrence of a Payment Default, Costco shall be entitled, without further notice to City, to exercise any and all of the remedies available at law or equity. In the event of a Payment Default, interest shall accrue on the unpaid amount of the Reimbursement at the lesser of: (i) 5% per annum in excess of the Prime Rate or (ii) the highest lawful rate.

ARTICLE IV **REPRESENTATIONS**

A. Representations of City. City hereby represents to Costco and Developer that as of the date hereof:

(1) City is a duly created and existing municipal corporation and home rule municipality of the State of Texas under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

(2) City has the power, authority, and legal right under the laws of the State of Texas and City Charter to enter into and perform this Agreement and the execution, delivery, and performance hereof (i) will not, to the best of its knowledge, violate any applicable judgment, order, law, or regulation, and (ii) will not constitute a default under, or result in the creation of, any lien, charge, encumbrance, or security interest upon any assets of City under any agreement or instrument to which City is a party or by which City or its assets may be bound or affected.

(3) This Agreement has been duly authorized, executed, and delivered by City and constitutes a legal, valid, and binding obligation of City, enforceable in accordance with its terms, except to the extent that (i) the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium, or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights, and (ii) certain equitable remedies including specific performance may be unavailable.

(4) The execution, delivery, and performance of this Agreement by City does not require the consent or approval of any person that has not been obtained.

B. Representations of Costco. Costco hereby represents to City and Developer that as of the date hereof:

(1) Costco is duly authorized and existing under the laws of the State of Washington and in good standing under the laws of the State of Texas, and is qualified to do business in the State of Texas.

(2) Costco has the power, authority, and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery, and performance hereof (i) have been duly authorized, and will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to Costco, and (ii) will not constitute a default under or result in the creation of, any lien, charge, encumbrance, or security interest upon any assets of Costco under any agreement or instrument to which Costco is a party or by which Costco or its assets may be bound or affected.

(3) This Agreement has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of Costco, enforceable in accordance with its terms, except to the extent that the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium, or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights.

C. Representations of Developer. Developer hereby represents to Costco and City that as of the date hereof:

(1) Developer is duly authorized, existing and in good standing under the laws of the State of Texas.

(2) Developer has the power, authority, and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery, and performance hereof (i) have been duly authorized, and will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to Developer, and (ii) will not constitute a default under or result in the creation of, any lien, charge, encumbrance, or security interest upon any assets of Developer under any agreement or instrument to which Developer is a party or by which Developer or its assets may be bound or affected.

(3) This Agreement has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of Developer, enforceable in accordance with its terms, except to the extent that the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium, or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights.

ARTICLE V
GENERAL PROVISIONS

A. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

B. **Force Majeure.** Notwithstanding anything in this Agreement which is or may appear to be to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party (except for payment of the Reimbursement by City) is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, without limitation, pending or threatened litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration only and not limitation, severe rain storms or below freezing temperatures, hurricanes, or tornadoes] labor action, strikes or similar acts) the time for such performance shall be extended by the amount of time of such delay (“**Force Majeure**”).

C. **Notices.** Any notice or other communication (“**Notice**”) given under this Agreement must be in writing, and may be given: (i) by depositing the Notice in the United States Mail, postage paid, certified, and addressed to the party to be notified with return receipt requested; (ii) by personal delivery of the Notice to the party; (iii) by depositing the notice with Federal Express or another nationally recognized courier service for next day delivery; or (iii) by confirmed facsimile, provided that a copy of the Notice is also given in one of the manners specified in (i), (ii) or (iii). Notice will be effective upon receipt or refusal of delivery by the party to be notified. For the purposes of Notice, the addresses of the Parties will, until changed as provided below, be as follows:

If to Costco:

Costco Wholesale Corporation
999 Lake Drive
Issaquah, Washington 98027
Attn: Property Management
Fax: (425) 313-8105

With a copy to:

Thompson & Knight LLP
One Arts Plaza
1722 Routh Street, Suite 1500
Dallas, TX 75201
Attn: Ray T. Khirallah
Fax: (214) 969-1751

If to City:

City of Humble
114 W. Higgins
Humble, TX 77338
Attn: City Manager

With a copy to:

City of Humble
114 W. Higgins
Humble, TX 77338
Attn: City Secretary

If to Developer:

Headway Estates, Ltd.
1616 Voss Road, Suite 618
Houston, TX 77057
Attn: Randall Wong, Vice President

With a copy to:

Weycer, Kaplan, Pulaski & Zuber, P.C.
11 Greenway Plaza, Suite 1400
Houston, Texas 77046
Attn: Duke Keller, Jr.

A Party may designate a different address at any time by giving Notice to the other Parties.

D. Remedies. Each remedy available to a Party to enforce its rights or another Party's obligations under this Agreement, shall be cumulative and shall be in addition to any other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. A Party, at its option, may elect to waive the performance of any condition, contingency or provision in such Party's favor set forth in this Agreement. Without limitation, it is expressly provided that a Party shall have the right to enforce specific performance of another Party's obligations under this Agreement or to bring an action for injunctive or declaratory relief in a court of competent jurisdiction.

E. Attorneys' Fees. If a Party brings an action or proceeding for a declaration of the rights of the Parties under this Agreement, for specific performance or injunctive relief or for an alleged breach or default of this Agreement, or in any other action arising out of this Agreement or the transactions contemplated by this Agreement, the predominantly prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and any court costs incurred in such action or proceeding, in addition to any other damages or relief awarded.

G. Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is approved by Costco, Developer and City. No course of dealing on the part of Costco, or Developer, or City nor any failure or delay by Costco, or Developer, or City with respect to exercising any right, power or privilege pursuant to this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section G.

H. Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provisions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

I. Successors and Assigns. No Party shall have the right to assign its rights under this Agreement or any interest herein without the prior written consent of the other Parties, except that Costco may assign its rights and responsibilities hereunder to (i) a lending institution of all of Costco's rights hereunder as security for repayment of one or more loans to finance the construction or ownership of any component of the Costco Property, (ii) any related, affiliated or subsidiary entity (including without limitation a successor by merger or purchaser of substantially all of its assets), to which its rights to proceed with development and/or operation of the Costco Project are transferred or (iii) any person or entity to which Costco assigns, subleases, or otherwise conveys its interest in the Costco Property, provided that any assignee under (ii) or (iii) agrees in writing to assume Costco's obligations under this Agreement. City shall not unreasonably withhold, condition or delay its written consent.

J. Exhibits, Headings, Titles of Articles, Sections and Subsections. The exhibits attached to this Agreement are incorporated herein and are deemed a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties hereto. Any reference herein to a section or subsection will be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit will be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

K. Applicable Law. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, and any actions concerning this Agreement shall be brought in either the State Courts of Harris County, Texas, or the United States District Court for the Southern District of Texas.

L. Entire Agreement. This Agreement represents the final agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

M. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which constitute but one and the same agreement.

N. Interpretation. This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have assumed primary responsibility for the drafting of this Agreement.

[EXECUTION PAGE(S) FOLLOW(S)]

IN TESTIMONY OF WHICH this instrument has been executed in multiple counterparts, each of equal dignity and effect, on behalf of Costco and City, effective as of the Effective Date defined herein.

CITY:

CITY OF HUMBLE, TEXAS
a Texas home-rule municipal corporation

Mayor

ATTEST/SEAL:

City Secretary

APPROVED AS TO FORM:

City Attorney

COSTCO:

COSTCO WHOLESALE CORPORATION,
a Washington corporation

By: _____

Name: _____

Title: _____

HEADWAY ESTATES, LTD.,
a Texas limited partnership

By: Amvest Corporation,
a Texas corporation,
its General Partner

By: _____

Name: _____

Title: _____

EXHIBIT A
DESCRIPTION OF COSTCO PROPERTY

EXHIBIT B
CITY ROAD AND TRAFFIC IMPROVEMENTS

[THE WATER WORK HAS NOT BE INCLUDED, SUBJECT TO CONFIRMING THE WORK HAS BEEN COMPLETED; ALSO, IF SPECIFIC PLANS CAN BE REFERENCED THE PREFERENCE WOULD BE TO REFERENCE THE PLANS HERE]

1. Construction of a public drive (“**New Drive**”) in the location depicted on **Exhibit B-1** attached hereto, including water, fire hydrants, curb/gutter, pavement, lane striping, ramps, crosswalks, street lighting and frontage improvements (including lawn and irrigation).
2. Construction of all right of way improvements on Townsend Boulevard in the location depicted on **Exhibit B-1** attached hereto, including deceleration lanes and/or turn lanes, striping, signage, storm sewer revisions, street lighting, overhead utility relocations, sidewalks and frontage improvements (including landscaping and irrigation).
3. Construction of a Traffic Signal and required above and below ground appurtenances (including power, loops, signage, crosswalks, pedestrian signals ramps and required geometric improvements on Townsend Boulevard) in the location depicted on **Exhibit B-1** attached hereto.

EXHIBIT B-1
CITY ROAD AND TRAFFIC IMPROVEMENTS

[ATTACH SKETCH]

EXHIBIT C
DEVELOPER'S PREPARATION WORK

[NEED TO DESCRIBE WORK TO BE PERFORMED BY DEVELOPER, IF SPECIFIC
PLANS CAN BE REFERENCED THE PREFERENCE WOULD BE TO REFERENCE THE
PLANS HERE]

**EXHIBIT D
FORM OF COST CERTIFICATION**

**City of Humble
114 W. Higgins
Humble, TX 77338
Attention: _____**

**Re: INFRASTRUCTURE DEVELOPMENT AND REIMBURSEMENT AGREEMENT
BY AND AMONG THE CITY OF HUMBLE, TEXAS, COSTCO WHOLESALE
CORPORATION, AND HEADWAY ESTATES, LTD. (the "Agreement"); COST
CERTIFICATION**

This Cost Certification is being delivered by Costco Wholesale Corporation in connection with the Agreement. All terms used herein have the meanings ascribed to them in the Agreement unless otherwise defined herein.

The undersigned authorized officer of Company hereby certifies to City that Costco has incurred City Work Costs in the amount of \$_____, as set forth in the attached schedule.

The undersigned hereby certifies that I am a duly authorized representative of Company and am duly authorized to execute this Cost Certification.

COSTCO WHOLESALE CORPORATION

**BY: _____
NAME – SIGNATURE**

NAME – PRINTED

TITLE **DATE**

EXHIBIT E

FORM OF REIMBURSEMENT REQUEST

City of Humble
114 W. Higgins
Humble, TX 77338
Attention: _____

**Re: INFRASTRUCTURE DEVELOPMENT AND REIMBURSEMENT AGREEMENT
BY AND AMONG THE CITY OF HUMBLE, TEXAS, COSTCO WHOLESALE
CORPORATION, AND HEADWAY ESTATES, LTD. (the “Agreement”);
REIMBURSEMENT REQUEST**

This Reimbursement Request is being delivered by Costco Wholesale Corporation in connection with the Agreement. All terms used herein have the meanings ascribed to them in the Agreement unless otherwise defined herein.

The undersigned authorized officer of Costco hereby requests City to make payment of the Reimbursement in the amount set forth in the Cost Certification delivered contemporaneously herewith. Attached hereto is a copy of the deed by which Costco acquired title to the Property, together with a copy of the Certificate of Occupancy for the Costco Project.

The undersigned hereby certifies that I am a duly authorized representative of Costco and am duly authorized to execute this Reimbursement Request.

COSTCO WHOLESALE CORPORATION

BY: _____
NAME – SIGNATURE

NAME – PRINTED

TITLE **DATE**