



CITY OF BAYTOWN

OFFICE OF THE CITY CLERK

2401 Market Street
P.O. Box 424
Baytown, Texas 77522-0424
(281) 420-6504

May 26, 2016

Golden Steves
Cohen & Gordon, LLP
Attorneys at Law
Attn: Ms. Veronica Gonzalez
300 Convent Street, Suite 2600
San Antonio, Texas 78205

Ref: *Chapter 380 Economic Development Agreement*

Dear Ms. Gonzalez:

Enclosed please find one original of the above noted Agreement, having been dated and signed by all agents/representatives for the City of Baytown on May 26, 2016. This Agreement was made a part of City of Baytown Ordinance No. 13,189, and marked as Exhibit "A," having been Read and Passed on May 12, 2016.

If our offices may be of further assistance, please do not hesitate in contacting our Administration Department at 281-420-6500.

Respectfully,


Sylvia Aguilar
Office of the City Clerk

Enclosure

cc: Legal Department w/c
City Clerk's Office w/original

Victoria Gonzalez
Project Coordinator
210.745.3727 / fax: 210.745.3737
vgonzalez@goldensteves.com

May 12, 2016

VIA FEDEX

Ron Bottoms
Deputy City Manager
City of Baytown
2401 Market Street
Baytown, Texas 77522

**RE: Chapter 380 Economic Development Agreement (the "Agreement") by and between
HEB Grocery Company, LP ("HEB") and the City of Baytown, Texas (the "City")**

Dear Ron:

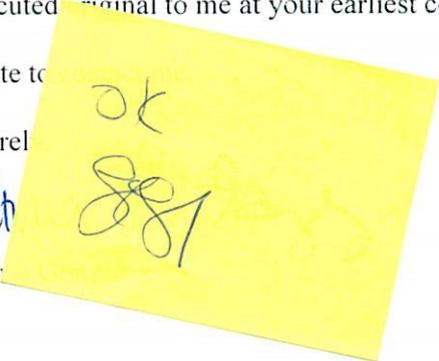
Enclosed are two (2) original copies of the Agreement which have been executed by HEB Grocery Company, LP. Please return one (1) fully-executed original to me at your earliest convenience.

If you have any questions, please do not hesitate to

Sincerely,



Victoria



VLG
Enclosures

cc: Trey Jacobson (*firm*)
Karl Baker (*firm*)
Ami Gordon (*firm*)
John Rose (*via email*)
Eric Moede (*via email*)

**CHAPTER 380
ECONOMIC DEVELOPMENT AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Chapter 380 Economic Development Agreement ("**Agreement**") is made and entered into by and between HEB GROCERY COMPANY, LP, a Texas limited partnership ("**DEVELOPER**") and the CITY OF BAYTOWN, TEXAS, a home rule city and municipal corporation ("**CITY**"). DEVELOPER and CITY are sometimes referred to herein collectively as the "Parties," or individually each as a "Party."

RECITALS

WHEREAS, CITY seeks to induce DEVELOPER to cause the creation and/or retention of at least 100 FTE jobs in connection with the development and operations of an HEB Grocery Retail Store (defined below) on the Property, which jobs will promote state and local economic development and stimulate business and commercial activity within the corporate limits of Baytown; and

WHEREAS, in connection with the development of HEB Grocery Retail Store on the Property, CITY seeks to induce DEVELOPER to make an investment in the Project (defined below) of at least FIFTEEN MILLION AND NO/100 DOLLARS (\$15,000,000.00) by January 1, 2018; and

NOW, THEREFORE, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY and DEVELOPER agree as follows:

**Article I.
Authority**

- 1.01 CITY. CITY's execution of this Agreement is authorized by Chapter 380 of the Texas Local Government Code and constitutes a valid and binding obligation of CITY.
- 1.02 DEVELOPER. DEVELOPER's execution and performance of this Agreement constitutes a valid and binding obligation of DEVELOPER. CITY acknowledges that DEVELOPER is acting in reliance upon CITY's performance of its obligations under this Agreement in making its decision to invest in the Project, construct the Infrastructure Improvements (defined below) for City, and expand employment in Baytown.

**Article II.
Definitions**

- 2.01 ***“Annual Sales Taxes Collected at the Project”*** means the actual amount of the 1% sales and use taxes authorized by Section 321.101(a) of the Texas Tax Code and received by CITY for sales at the Project during a calendar year, including those monies received after the collection period because of delinquency or protest. This term may include such taxes received by CITY from sales occurring at fuel center or car wash or other services located within the Property.
- 2.02 ***“City Infrastructure Improvements”*** means and includes the following improvements:
- (a) a portion of Santavy Road from Garth Road to the easternmost entry drive to the Project and more particularly described in the Santavy Road Agreement;
 - (b) a deceleration lane on Garth Road to facilitate northbound vehicular traffic access to the Project site; and
 - (c) water, sanitary sewer and storm sewer lines for the Project.
- 2.03 ***“City Retained Sales Taxes”*** means the first FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) of the Annual Sales Taxes Collected at the Project, and any additional amount which City is authorized to retain pursuant to Section 4.01(d).
- 2.04 ***“Commencement”*** shall mean the start of site work at the Property by DEVELOPER.
- 2.05 ***“Commencement Notice”*** means a written notice sent by DEVELOPER to CITY indicating the date of DEVELOPER’s Commencement of the Project.
- 2.06 ***“Comptroller Reports”*** means that information obtained from the Texas Comptroller of Public Accounts under Section 321.3022(a-1) or (b) of the Texas Tax Code necessary to determine the Annual Sales Taxes Collected at the Project.
- 2.07 ***“Economic Development Grant”*** means the annual payment of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) made by CITY solely from monies received from the MDD for the Project.
- 2.08 ***“Effective Date”*** is the date this Agreement has been executed by all Parties.
- 2.09 ***“Force Majeure”*** shall mean any contingency or cause beyond the reasonable control of a party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials and labor.
- 2.10 ***“FTE”*** is a unit of measurement equal to 35 hours of paid work per week at the HEB Grocery Retail Store on the Property. The number of FTEs for any week during the Term of this Agreement shall be the sum of: (a) the quotient of the total numbers of

hours worked during that week by all non-exempt level employees at the HEB Grocery Retail Store divided by 35 hours, *plus* (b) the number of salaried, exempt employees, who work at the HEB Grocery Retail Store, that for purposes of this Agreement shall each be assumed as one FTE.

- 2.11 “**HCAD**” means the Harris County Appraisal District or its successor.
- 2.12 “**HEB Grocery Retail Store**” shall mean a retail grocery operating under the brand name of “H-E-B,” and may include other retail sales and related services at the same location, including pharmacy, flowers, coffee shop, wine or beer service, food preparation and/or consumption, delivery services, car wash, retail fuel sales and similar products, subject to applicable zoning regulations or restrictive covenants.
- 2.13 “**Hunt Road Project**” means those certain improvements to Hunt Road, from Garth Road to easternmost property line of the Property, as more particularly depicted in Exhibit “E.”
- 2.14 “**Infrastructure Improvements**” shall mean City Infrastructure Improvements and the Private Detention Pond, as further depicted in Exhibit “B.”
- 2.15 “**Job Creation Deadline**” means the first anniversary of the date upon which a certificate of occupancy is issued for the Project.
- 2.16 “**Maximum Payment**” means the aggregate total of Sales Tax Grants and Economic Development Grants, that CITY is required to pay to DEVELOPER under this Agreement.
- 2.17 “**Minimum Project Value**” means a Project Tax Value of TEN MILLION AND NO/100 DOLLARS(\$10,000,000.00).
- 2.18 “**MDD**” means the Baytown Municipal Development District.
- 2.19 “**Median**” means the continuous raised concrete area that divides the northbound and southbound traffic lanes along Garth Road that is adjacent to the Project.
- 2.20 “**Notification Deadline**” means January 1, 2017, the date by which DEVELOPER must deliver the Commencement Notice to CITY.
- 2.21 “**Operation Deadline**” means January 1, 2018, the date by which DEVELOPER is required to open and operate the HEB Grocery Retail Store.
- 2.22 “**Private Detention Pond**” means that privately maintained storm water detention pond, which may accommodate storm water from one or more private developments, depicted in Exhibit “B.”

- 2.23 “**Program**” means the economic development program for this Project established by CITY pursuant to Texas Local Government Code Chapter 380 to promote local economic development and stimulate business and commercial activity within CITY.
- 2.24 “**Project**” means a new HEB Grocery Retail Store with consisting of approximately 90,000 gross square feet (such area being estimated by the measurement of the exterior walls of the building) located on the Property.
- 2.25 “**Project Tax Value**” means the taxable value of real (including land) and personal property comprising the Project as determined by the HCAD.
- 2.26 “**Property**” means that approximately 17-acre tract more particularly described in Exhibit “A”.
- 2.27 “**Road Completion Deadline**” means September 1, 2017, or any extension of the date that the Hunt Road project shall be substantially completed by the City.
- 2.28 “**Sales Tax Grant**” means a payment to DEVELOPER of the Annual Sales Taxes Collected at the Project pursuant to this Agreement.
- 2.29 “**Santavy Road Agreement**” shall mean that certain *Development Agreement for Santavy Road*, attached hereto in its substantially final form as Exhibit “D,” which shall be entered into between the respective parties subsequent to the Effective Date upon five (5) days’ prior notice from DEVELOPER.
- 2.30 “**Signage Plan**” shall mean the signage plan attached hereto as Exhibit “G”.

Article III.
DEVELOPER Performance Requirements

- 3.01 Conditions to Incentives. CITY expressly agrees that DEVELOPER is not obligated by this Agreement to construct, develop or operate the Project, but rather that development and operation of the Project in accordance with this Agreement and the Santavy Road Agreement are conditions that must be satisfied in order for DEVELOPER to be entitled to receive the incentives to be provided by CITY pursuant to this Agreement. DEVELOPER’s delivery of a Commencement Notice to CITY pursuant to Section 4.04 shall not obligate DEVELOPER to construct, develop or operate the Project.
- 3.02 Investment and Maintenance of Taxable Value. Between the Effective Date and January 1, 2018, DEVELOPER will make an investment in the Project of at least FIFTEEN MILLION AND NO/100 DOLLARS (\$15,000,000.00) (the “**Investment Condition**”). For purposes of this Section, “investment in the Project” includes the sales price of the Property and the actual cost of real property improvements and business personal property, located on the Property. The Parties acknowledge that neither party controls the Project Tax Values but that the Project Tax Value will be at least the Minimum Project Value for each tax year during the Term of this Agreement. If the

Project Tax Value falls below the Minimum Project Value for any tax year during the Term commencing on or after January 1, 2018, then DEVELOPER shall not be in default due to such deficiency but the amount of Sales Tax Grant may be reduced pursuant to Section 4.01(d).

- 3.03 Creation of Jobs. On or before the Job Creation Deadline, DEVELOPER shall cause there to be at least 100 FTEs at the Project. DEVELOPER shall also maintain at least 100 FTEs at the Project during the Term of this Agreement. If a voluntary or involuntary termination or elimination of a job after the Job Creation Deadline causes the number of FTEs to fall below 100, then DEVELOPER shall continue to receive the incentives set out in Article IV below, provided DEVELOPER reestablishes 100 FTEs at the Project within one hundred twenty (120) days of the date that the FTEs falls below 100.
- 3.04 Infrastructure Improvements. In connection with the development of the Project, DEVELOPER will design and construct the Infrastructure Improvements, which shall be designed and constructed to meet all applicable CITY standards and code requirements. The plans and specifications for the Infrastructure Improvements shall be submitted to CITY by DEVELOPER for CITY's written approval prior to the award of any construction contract concerning the same. Any easements required for the City Infrastructure Improvements (other than right-of-way for Santavy Road, which shall be dedicated in accordance with the Santavy Road Agreement) shall be dedicated at the time the subject property is platted; provided, however, the size and location of the same must be approved by CITY's Director of Engineering prior to DEVELOPER'S submission of a plat for CITY's Planning and Zoning Commission's approval. The legal title to City Infrastructure Improvements shall vest in CITY once such improvements are approved and accepted by CITY's Director of Engineering and Planning and Zoning Commission. DEVELOPER shall have no right or privilege to remove or interfere with any part or portion thereof after CITY's acceptance of the same. It is expressly understood and agreed that all privately-owned and maintained improvements shall at all times remain vested in DEVELOPER and DEVELOPER shall be responsible for the repair and maintenance thereof.

Article IV. CITY Performance Requirements

4.01 Sales Tax Grant.

- (a) On or before March 31st of each year during the Term of this Agreement following the issuance of a Certificate of Occupancy for the Project, CITY shall pay to DEVELOPER an amount equal to the amount of Annual Sales Taxes Collected at the Project during the preceding calendar year exceeding the City Retained Sales Taxes.

- (b) CITY shall have the right to pay the Sales Tax Grant more frequently than annually. If this Agreement is not terminated prior to the expiration of the term of this Agreement, the final payment to DEVELOPER, subject to the Maximum Payment, shall be that portion of the Annual Sales Taxes Collected at the Project paid as of the date of the expiration of this Agreement.
- (c) CITY designates this Agreement as a revenue-sharing agreement pursuant to Section 321.3022 of the Texas Tax Code. CITY shall request Comptroller Reports from the Texas Comptroller of Public Accounts. DEVELOPER shall provide to CITY any release necessary to obtain Comptroller Reports. The Sales Tax Grants shall be computed based on Annual Sales Taxes Collected at the Project as determined by Comptroller Reports. If, as a result of change or law or otherwise during the term of this Agreement, Comptroller Reports or similar reports are not unilaterally available to CITY to establish Annual Sales Taxes Collected at the Project, DEVELOPER shall provide to CITY other evidence reasonably establishing the Sales Taxes Collected at the Project as determined by CITY for purposes of computing the Sales Tax Grants.
- (d) For any tax year during the Term of this Agreement commencing on or after January 1, 2018, that the Project Tax Value is below the Minimum Project Value, the amount of the City Retained Sales Taxes for the subsequent year shall automatically increase by an amount equal to the product obtained by multiplying CITY's adopted ad valorem tax rate by the difference of the Minimum Project Value and Project Tax Value for that particular tax year. For illustrative purposes only, if HCAD valued the real and personal property of the Project at \$9,900,000 (\$100,000 below the Minimum Project Value pursuant to this Agreement), then the City Retained Sales Taxes for the next tax year would increase from \$50,000 to \$50,822.03 ($\$822.03 = 0.822030/\$100 \times \$100,000$) (assuming the current CITY ad valorem tax rate of 0.82203 per \$100 of assessed value).

4.02 Economic Development Grants.

- (a) In addition to the Sales Tax Grant subject to Subsection (b) of this Section, CITY will pay DEVELOPER an Economic Development Grant for ten (10) consecutive years commencing in 2017 and expiring pursuant to Section 6.01, unless terminated earlier. The first Economic Development Grant shall be paid to DEVELOPER within 30 days following CITY's receipt of a written request from DEVELOPER confirming Commencement of the Project.
- (b) Following the first payment of an Economic Development Grant, subsequent Economic Development Grants shall be paid to DEVELOPER at least annually on or before March 1st; provided that DEVELOPER has delivered the Certificate of Compliance, evidencing compliance with the terms of this Agreement, at least thirty days prior to that date. CITY reserves the right to pay the Economic Development Grant more frequently than annually. DEVELOPER understands

and agrees that the payment of these Economic Development Grants is to be paid from funds CITY collects from the MDD for this purpose.

- 4.03 Maximum Payment. It is expressly understood and agreed that the Maximum Payment is capped at TWO MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$2,750,000.00) and that nothing contained in this Agreement shall require CITY to provide grants that cumulatively exceed the Maximum Payment.
- 4.04 Hunt Road. Provided that DEVELOPER has delivered the Commencement Notice to CITY on or before the Notification Deadline, CITY shall, within forty-five days after receipt of the Commencement Notice, design and commence construction of the Hunt Road Project. If DEVELOPER fails to deliver the Commencement Notice by the Notification Deadline, CITY shall be relieved of any obligation to construct the Hunt Road Project. Notwithstanding any other provision in this Agreement, CITY's obligations to construct the Hunt Road Project are not conditional or subject to any of DEVELOPER's obligations under the Santavy Road Agreement or otherwise with respect to the acquisition, construction or dedication of Santavy Road or any of the Infrastructure Improvements associated therewith.
- 4.05 Garth Road Median Modifications. During the Term of this Agreement, should CITY modify the Median, CITY agrees that it shall design and construct the Median in a manner that includes: (a) a break in the Median that allows southbound vehicular traffic on Garth Road to turn left into the main entry drive to the Project, as depicted in Exhibit "F" hereto; and (b) a vehicular queue area within the Median to accommodate southbound vehicles attempting to turn left from Garth Road into the Project. DEVELOPER acknowledges and agrees that improvements made to the Median by CITY may prohibit vehicles from turning southbound on to Garth Road from the main access drive of the Project.
- 4.06 Project Signage. That certain property located immediately south of the Property and depicted as the "Adjacent Parcel" on the Site Plan attached hereto as Exhibit "H" (the "*Adjacent Parcel*") is expected to be developed as a mixed-use retail center by another party (the developer of the Adjacent Parcel referred to herein as the "*Adjacent Parcel Developer*"). The Adjacent Parcel Developer and DEVELOPER have agreed to cooperatively develop and use certain signage for their respective projects in accordance with the Signage Plan attached hereto as Exhibit "G". As a condition to the effectiveness of this Section 4.06, (a) DEVELOPER must satisfy the Investment Condition set forth in Section 3.02 above, and (b) DEVELOPER and Adjacent Parcel Developer must record an instrument establishing restrictive covenants, which must be approved in advance in writing by the City Attorney and may not thereafter be amended without the prior written consent of the City Attorney, such approval and consent not to be unreasonably withheld, conditioned or delayed, (the "*Declaration*") applicable to both the Property and the Adjacent Parcel that expressly limits all signs that are supported by uprights or braces in or upon the ground (collectively referred to herein as "*Ground Signs*") that may be constructed on such parcels to only those depicted on the

Signage Plan, notwithstanding any greater rights for signage that may be realized under Chapter 118 of the Code of Ordinances, Baytown, Texas (the “*City Sign Code*”). Following recordation of the Declaration, DEVELOPER and the Adjacent Parcel Developer, and their successors and assigns, shall have the right to apply for permits from the City for any and all signs depicted in the Signage Plan (including without limitation wall signs on the Property and the off-premises signage shown on the Signage Plan) and the City shall grant and renew such permits, and issue new permits for signs that may be destroyed, damaged or taken down during the Grocery Operation Period (as defined below), so long as the signs are in conformance with the Signage Plan as to location, height, square footage of the signage face, color, letter size and such other elements depicted on the Signage Plan (collectively, the “*Signage Plan Standards*”) and comply with any other standards set forth in the City Sign Code (including without limitation those relating to construction, maintenance, and electronic or moving elements) that do not conflict with the Signage Plan Standards. Notwithstanding any other provision contained herein, the Parties agreed and acknowledge that any signs that are not Ground Signs and are located on the Adjacent Parcel shall continue to be regulated by the City Sign Code without modification by this Section 4.06. For purposes hereof, the City agrees and acknowledges that, upon satisfaction of the Investment Condition set forth in Section 3.02 and recordation of the Declaration, this Section 4.06 shall supersede all provisions of the City Sign Code where in conflict with the Signage Plan Standards and that this Section 4.06 shall survive the termination or expiration of this Agreement for so long as a grocery store remains in operation on Property (the “*Grocery Operation Period*”). Developer and the Adjacent Parcel Developer, and their successors and assigns, shall comply with all provisions of the City Sign Code that do not conflict with the Signage Plan Standards.

**Article V.
Certificate of Compliance and Recapture**

5.01 Certificate of Compliance and Inspection.

- (a) On or before February 1st of each year during the Term of this Agreement, DEVELOPER shall complete the Certificate of Compliance attached hereto as Exhibit “C” and deliver such Certificate of Compliance to CITY. The form is subject to revision by CITY in its sole discretion; provided, however, the Certificate of Compliance may only require certification of information necessary to verify that DEVELOPER has complied with specific terms and conditions of this Agreement.
- (b) In the Certificate of Compliance, DEVELOPER shall warrant to the CITY whether it is in full compliance with each of its obligations under this Agreement, including, but not limited to, the number of FTE jobs maintained by DEVELOPER for the preceding year pursuant to Section 3.03 above.
- (c) CITY, and/or its representative(s) has the right to inspect only such pertinent records of DEVELOPER as are reasonably necessary to verify compliance with

all requirements of this Agreement. Inspections shall be preceded by at least two weeks' notice in writing to DEVELOPER. CITY shall identify to DEVELOPER the specific reason it is seeking information, such as to verify that DEVELOPER has complied with its FTE obligation for a particular calendar year, and DEVELOPER will identify and provide specific information responsive to CITY's request. DEVELOPER shall make copies of the pertinent records available to CITY at the Project site or deliver them directly to CITY.

5.02 Failure of Developer to Meet Obligations.

A. In the event that: (i) DEVELOPER sends the Commencement Notice to CITY on or before the Notification Deadline; (ii) CITY commences and completes the Hunt Road Improvements in accordance with this Agreement, and (iii) DEVELOPER fails to open the HEB Grocery Retail Store on or before the Operation Deadline or any other deadline(s) imposed under this Agreement (subject in all cases to Force Majeure and opportunities to cure any deficiencies, as set forth in Section 6.02), DEVELOPER shall be in default and not withstanding any other rights provided to CITY under this Agreement, CITY may terminate this Agreement and DEVELOPER shall reimburse CITY for the documented costs incurred by CITY to design and construct the Hunt Road Improvements.

~~B.~~ In addition to the foregoing, if DEVELOPER fails to fulfill its obligations contained in Article III above (expressly excluding a failure to achieve or maintain the Minimum Project Value) subject to Force Majeure, after receipt of notice and expiration of the cure period described in Section 6.03 below, then CITY may, at its option, terminate this Agreement, whereupon DEVELOPER shall be required to reimburse CITY within 30 days for all prior payments previously made to DEVELOPER pursuant to this Agreement in accordance with the percentages described in the schedule below. For purposes of this Section, "Payments" means both Sales Tax Grants and Economic Development Grants paid to DEVELOPER pursuant to this Agreement.

Year of Non-Compliance	Percentage of prior CITY Payments to be Repaid
2017	100%
2018	100%
2019	100%
2020	90%
2021	80%
2022	70%
2023	60%
2024	50%
2025	40%

Year of Non-Compliance	Percentage of prior CITY Payments to be Repaid
2026	30%
2027	20%
2028	10%

**Article VI.
General Terms**

- 6.01 **Term.** This Agreement shall become effective on the Effective Date, and unless terminated earlier in accordance with its terms, this Agreement shall expire (i) on the date on which the cumulative amounts of Sales Tax Grants and Economic Development Grants equal the Maximum Payment or (ii) fifteen (15) years after the Effective Date, whichever occurs first (the “*Term*”).
- 6.02 **Default.** If either CITY or DEVELOPER should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of thirty (30) days after the receipt of said notice to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If a default cannot be cured within such thirty (30) day period in the exercise of all due diligence, then if CITY or DEVELOPER commences an attempt to cure within such thirty (30) day period, CITY or DEVELOPER’s period to cure the default shall be extended as long as CITY or DEVELOPER thereafter continue diligently to prosecute the cure of such default. Should default remained uncured by the defaulting party, then the non-defaulting party may terminate this Agreement and exercise any remedy expressly provided herein. Should CITY fail to substantially complete the Hunt Road Improvements by the Road Completion Deadline, such shall be deemed a default by CITY and establish a presumptive force majeure event in favor of DEVELOPER.
- 6.03 **Termination.** In the event DEVELOPER elects not to proceed with the Project as contemplated by this Agreement, DEVELOPER shall notify CITY in writing, and this Agreement and the obligations on the part of both parties shall be deemed terminated and of no further force or effect. If so terminated, DEVELOPER shall be required to reimburse CITY for all monies, if any, paid and/or waived by CITY pursuant to Sections 4.01 and 4.02.
- 6.04 **Mutual Assistance.** CITY and DEVELOPER will do the things commercially reasonable, necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of changes in public policy, the law or taxes or assessments attributable to DEVELOPER facilities.

- 6.05 Entire Agreement. This Agreement contains the entire agreement between the Parties. All prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and others relating hereto are superseded by this Agreement. This Agreement may only be amended, altered or revoked by written instrument signed by CITY and DEVELOPER.
- 6.06 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.
- 6.07 Assignment. Except as provided below, DEVELOPER may not assign all or part of its rights and obligations to a third party without prior written approval of CITY, which approval shall not be unreasonably withheld or delayed. Notwithstanding anything to the contrary, DEVELOPER may assign all or part of its rights and obligations without the prior consent of CITY to an affiliate of DEVELOPER and to a third party lender advancing funds for the acquisition, construction or operation of Project.
- 6.08 Release. Nothing contained herein shall be construed in any way so as to waive in whole or in part CITY's sovereign immunity beyond such waiver pursuant to Subchapter I of Chapter 271 of the Texas Local Government Code, to the extent applicable. DEVELOPER assumes full responsibility for its obligations under this Agreement performed hereunder and hereby releases, relinquishes, discharges, and holds harmless the CITY, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character that are caused by or alleged to be caused by, or arise out of DEVELOPER's obligations hereunder. This release shall apply with respect to DEVELOPER's work regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance. In no event shall either Party be liable to the other Party for alleged or consequential damages.
- 6.09 Force Majeure. Timely performance by the Parties is essential to this Agreement; however, neither Party is liable for reasonable delay in performing its obligations under this Agreement to the extent such delay is caused by a force majeure that directly impacts the Agreement (excluding monetary obligations); provided that the affected party (i) uses diligence to remove the effects of the force majeure as quickly as possible and (ii) provides the other party with written notice of the force majeure and its possible effects within ten (10) days of the occurrence of the force majeure. Notwithstanding the foregoing, failure by CITY to complete the Hunt Road Improvements by the Road Completion Deadline shall be deemed a force majeure event, and permit DEVELOPER to extend the Operation Deadline and Job Creation Deadline by a period of time equal to the number of days after the Road Completion Date that the Hunt Road Improvements were fully completed and officially opened to the public for use.
- 6.10 Notice. Any notice and/or statement required or permitted to be delivered shall be deemed delivered by actual delivery, by facsimile, with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

IF TO DEVELOPER:
HEB GROCERY COMPANY, LP
646 South Flores Avenue
San Antonio, TX 78204
Attn: Executive Vice President

WITH COPY TO: Golden Steves Cohen & Gordon LLP
2600 Convent Street, Suite 2600
San Antonio, TX 78205
Attn: Stephen L. Golden

IF TO CITY:
City of Baytown
P.O. Box 424
Baytown, TX 77522
Attn: City Manager

WITH COPY TO: City of Baytown
P.O. Box 424
Baytown, TX 77522
Attn: City Attorney

Either party may designate a different address at any time upon written notice to the other party.

- 6.11 **Interpretation.** Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute regarding its meaning or application, be interpreted fairly and reasonably and neither more strongly for, nor against any party.
- 6.12 **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 of Harris County, Texas.
- 6.13 **Severability.** In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

- 6.14 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
- 6.15 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.
- 6.16 No Joint Venture. It is acknowledged and agreed by the Parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. CITY, its past and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with DEVELOPER facilities or the design, construction or operation of any portion of the Project.
- 6.17 Public Information. Records and information provided to CITY or its representative(s) to verify compliance with this Agreement may be subject to public inspection to the extent required by the Texas Public Information Act, Chapter 552, and Texas Government Code. If CITY receives a Texas Public Information Act request from a third party requesting information that DEVELOPER has submitted to the in connection with this Agreement or the Annual Sales Taxes Collected at the Project, CITY shall provide a copy of such request to DEVELOPER. If DEVELOPER deems necessary to object to the release of such information in accordance with the provisions of the Texas Public Information Act, it shall timely submit its arguments to the Texas Attorney General as to why the information should not be released. CITY shall abide by the decision of the Texas Attorney General if one is obtained or shall release the information pursuant to the request if no opinion from the Texas Attorney General is timely requested by DEVELOPER.
- 6.18 Exhibits. The following Exhibits “A,” “B,” “C,” “D,” “E,” “F,” “G” and “H” are attached and incorporated by this reference for all intents and purposes.
- 6.19 Multiple Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.
- 6.20 Authority to Enter Contract. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.

6.21 Non-Waiver. Failure of either party hereto to insist on the strict performance of any of the agreements contained 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 an appropriate remedy, strict compliance with any other obligation hereunder to exercise any right or remedy occurring as a result of any future default or failure of performance.

[Signatures on following page.]

EXECUTED by the authorized representatives of the parties on the dates indicated below.

CITY OF BAYTOWN, TEXAS

Richard L. Davis
RICHARD L. DAVIS, City Manager

05/12/16
(Date)

ATTEST:

Leticia Brysch
LETICIA BRYSCH, City Clerk



APPROVED AS TO FORM:

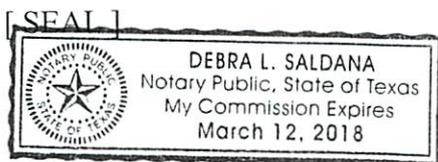
Ignacio Ramirez, Sr.
IGNACIO RAMIREZ, SR. City Attorney

HEB GROCERY COMPANY, LP,
a Texas limited partnership

Todd A. Piland
By: Todd A. Piland
Its: Executive Vice President
5-12-16
(Date)

STATE OF TEXAS §
 §
COUNTY OF §

The foregoing instrument was acknowledged before me on this the 12th day of May, 2016, by Todd A. Piland as the Executive Vice President of HEB GROCERY COMPANY, LP.



Debra L. Saldana
Notary Public of Texas

Exhibit "A"
Property Description

Exhibit "B"
Infrastructure Improvements

Exhibit "C"
Economic Development Agreement Reporting Form
City of Baytown

REPORTING YEAR 20__

1.0 Employment

1.1 Lowest number of FTE's at Project for any week during reporting year: _____

1.2 Date the number of FTE's at the Project for any week during the reporting year fell below 100 (if any) _____

1.3 Date the number of FTE's at the Project is restored to 100, if the FTE's at the Project fell below 100 FTE _____

2.0 Investment

2.1 Agreement requires an investment of \$15,000,000 by January 1, 2018, for the Project.

Total investment as of January 1, 2018 \$ _____

3.0 Value

HCAD assessed Project value as of January 1 of reporting year: \$ _____

I, _____, the authorized representative of Developer, hereby certify that the above information is correct and accurate pursuant to the terms of the Agreement.

DEVELOPER

(Signature)

(Printed Name)

(Title)

STATE OF TEXAS §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the ___ day of _____, 20___, by _____, as the authorized representative of HEB GROCERY COMPANY, LP.

[SEAL]

Notary Public in and for the State of
Texas

Exhibit D
Santavy Road Agreement

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

DEVELOPMENT AGREEMENT FOR SANTAVY ROAD

This Development Agreement for Santavy Road (“*Agreement*”) is made and entered into between HEB Grocery Company, LP, a Texas Limited Partnership, (“*HEB*”); Stream Realty Acquisitions, L.L.C., a Texas limited liability company [**ENTITY SUBJECT TO CHANGE**] (“*Stream*”); and the City of Baytown, a Texas home-rule municipality (the “*City*”), on the following terms and conditions.

WITNESSETH

WHEREAS, City desires that Santavy Road be planned for and constructed in a location east of Garth Road, as more particularly set forth below; and

WHEREAS, HEB and Stream are contemplating development of a retail center (the “*Retail Project*”) on approximately 30.98 acres located due north of the anticipated route of Santavy Road; and

WHEREAS, Garth-Archer, Charles H. Grube, Ltd. (the “*Owner*”) is the current owner of the land upon which the City desires Santavy Road to be constructed; and

WHEREAS, HEB and Stream desire for a portion of Santavy Road to be constructed to accommodate traffic access for the Retail Project; and

WHEREAS, neither HEB nor Stream are required under City development regulations to construct Santavy Road in connection with the Retail Project; and

WHEREAS, HEB and City have entered into an economic development agreement under the authority of Chapter 380, Texas Local Government Code, which requires HEB to construct Santavy Road as a condition to receiving certain economic development incentives under such agreement, subject to the terms, provisions and conditions thereof;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the parties agree as follows:

1. **Purpose.** The intention of the parties is to provide for the conditions under which Santavy Road may be constructed as a publicly-owned and maintained roadway, subject to the terms, provisions and conditions set forth herein. HEB and Stream (together, referenced herein as the “*Developers*”), acting together or individually as the case may be, may enter into one or more separate third-party agreements to provide for the performance requirements set forth herein. However, such agreements shall not modify the obligations hereunder which shall be the joint and several obligations of HEB and Stream.

2. **Developer Performance**: If Developers elect to proceed with the construction of Santavy Road pursuant to the terms, conditions and provisions hereof, Developers agree, at their sole cost and expense, to:

(a) acquire from Owner a sixty-foot (60') wide easement across Owner's property for Santavy Road ("***Santavy ROW***") in the location depicted on Exhibit "A" attached hereto and made a part hereof;

(b) engage competent, experienced design professionals for the design, administration, oversight and inspection services in conformance with applicable City codes and regulations pertaining to:

(1) the extension of Santavy Road from Garth Road to the entry drive for the Retail Project in the location depicted on Exhibit "B" attached hereto and made a part hereof (the "***Constructed Road***");

(2) intersection improvements at Garth Road and Santavy Road, including traffic signal modifications, as described and depicted in Exhibit "C" (the "***Intersection Improvements***"); and

(3) the installation of a twelve-inch (12") potable water line and storm water drainage system within the Santavy ROW as described and depicted in Exhibit "D" attached hereto and made a part hereof (the "***Utility Improvements***");

(c) acquire rights-of-way from third-parties (other than Owner) as may be reasonably required to accommodate the Constructed Road and Intersection Improvements;

(d) construct or cause to be constructed the Constructed Road, Intersection Improvements, and Utility Improvements (collectively, the "***Public Improvements***") based upon plans and specifications that have been approved in writing by the City's Director of Engineering, such approval not to be unreasonably withheld, delayed, or conditioned;

(e) upon the City's acceptance of the Public Improvements dedicate the Santavy ROW and the Public Improvements to the City by separate instrument free and clear of all liens in the form attached as Exhibit "E" hereto and made a part hereof;

(f) upon request of the City, the Developers shall provide an update of the status of the construction of the Public Improvements; and

(g) assign (to the extent assignable) all applicable contractor, equipment and material warranties for the Public Improvements to the City at the time of such dedication in form and content acceptable to Developers and the City.

3. **City Performance**: Provided that Developers satisfy the requirements set forth in Section 2 above, City agrees to accept ownership and maintenance obligations for the Public Improvements, pursuant to the process and requirements set forth in Section 126-455 of the City's Code of Ordinances. In addition, the City hereby confirms that the installation of a sanitary sewer within or alongside the Santavy ROW shall not be an obligation hereunder or a condition to the City's acceptance of the Public Improvements.

4. **Assignment**. With the prior written approval of the City, not to be unreasonably withheld, delayed, or conditioned, HEB and Stream may assign, in whole or in part, their respective rights and obligations under this Agreement to one or more third parties (individually, an "*Assignee*" and collectively, the "*Assignees*"). All such assignments shall be in writing and no assignment will be binding unless the assignment is delivered to City at the following address:

City of Baytown
P.O. Box 424
Baytown, TX 77522
Attn: City Manager

Notices by mail shall be sent by United States certified or registered mail, return receipt requested, postage prepaid, and shall be deemed given, delivered and effective three (3) business days following posting in the United States mail. Notices by overnight courier shall be deemed given, delivered and effective on the first business day following the delivery thereof to Federal Express, UPS or another recognized overnight courier service.

5. Each of the parties hereto hereby represents and warrants that (a) the person executing this Agreement, on behalf of such party, has full authority to do so and that the agreements herein made are binding on such party.

6. This Agreement may be executed in multiple counterparts, all of which taken together shall constitute one original.

7. This Agreement shall be governed by the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Harris County, Texas.

8. This Agreement shall be binding upon the parties hereto and their successors and assigns.

9. This Agreement may be canceled, changed, modified or amended, in whole or in part, only by the written agreement of all parties hereto, or the respective Assignees of Developers, and their respective successors and assigns. Notwithstanding the foregoing, if the Developers elect to forgo the construction of Santavy Road, in their sole discretion, the Developers may send notice to the City, such notice to be executed by both HEB and Stream (or their respective successor and assigns), whereupon this Agreement shall terminate and none of the parties hereto shall have any remaining obligations hereunder.

[SIGNATURE PAGES ARE CONTAINED ON SEPARATE PAGES]

EXECUTED by the authorized representatives of the parties on the dates indicated below.

CITY OF BAYTOWN, TEXAS

RICHARD L. DAVIS, City Manager

(Date)

ATTEST:

LETICIA BRYSCH, City Clerk

APPROVED AS TO FORM:

IGNACIO RAMIREZ, SR. City Attorney

EXECUTED by the authorized representatives of the parties on the dates indicated below.

HEB GROCERY COMPANY, LP,
a Texas limited partnership

(Signature)
By: Todd A. Piland
Its: Executive Vice President

(Date)

EXECUTED by the authorized representatives of the parties on the dates indicated below.

[STREAM REALTY ACQUISITIONS, L.L.C.,
a Texas limited liability

[ENTITY SUBJECT TO CHANGE]

By: Stream Development XV, L.L.C.,
a Texas limited liability company]

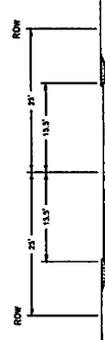
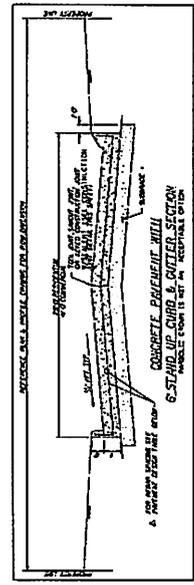
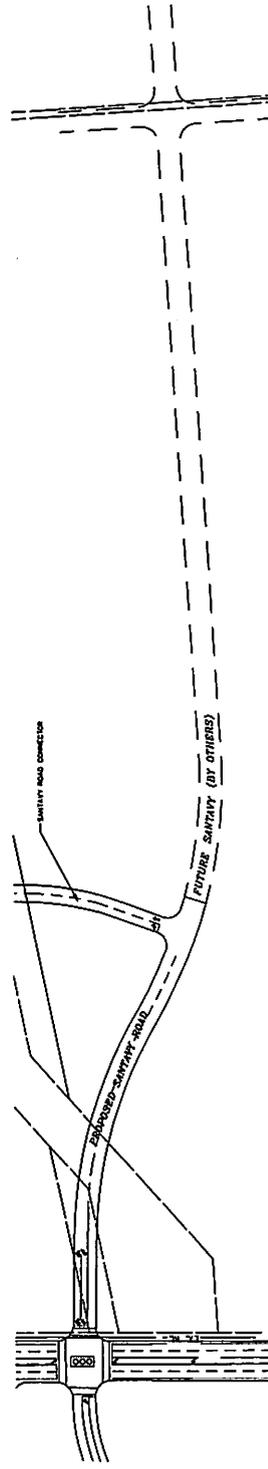
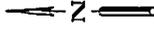
By: _____

Name: _____

Title: _____

(Date)

EXHIBIT A
SANTAVY ROW



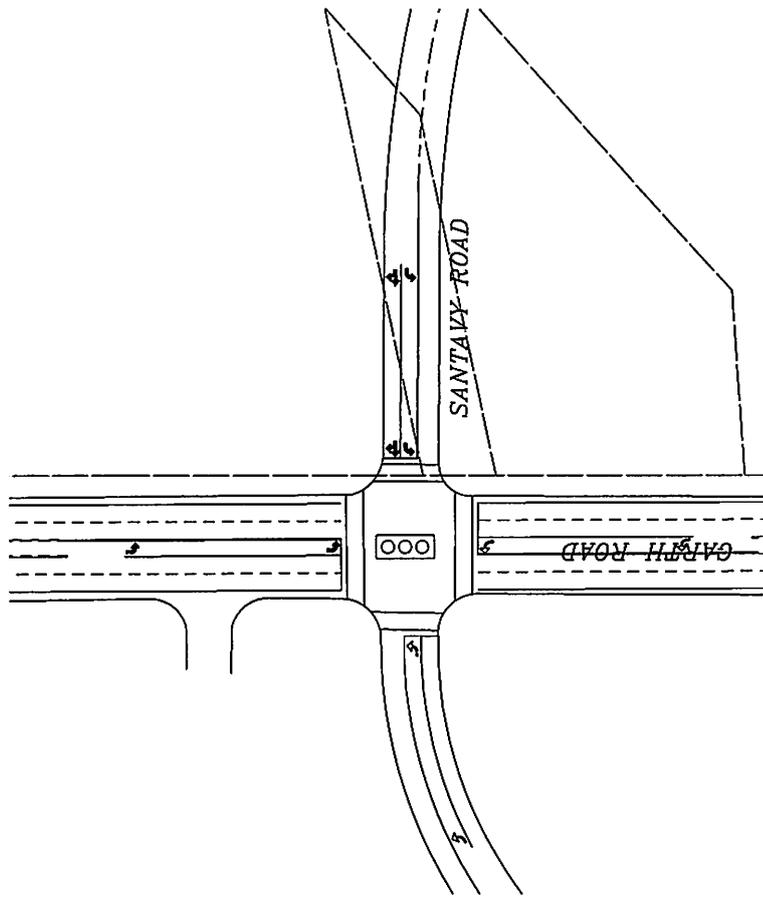
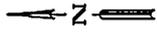
SANTAY ROAD CONNECTOR
CROSS-SECTION

412

		SANTAY ROW SHEET A	
DATE	BY	DATE	BY
11/15/00	11/15/00	11/15/00	11/15/00

EXHIBIT B
CONSTRUCTED ROAD

EXHIBIT C
INTERSECTION IMPROVEMENTS



INTERSECTION IMPROVEMENTS

DATE	NO. OF SHEETS	TOTAL SHEETS
10/20/04	1	1

EXHIBIT D
PUBLIC IMPROVEMENTS

EXHIBIT E

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.

RIGHT-OF-WAY DEDICATION

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

That _____ (“Grantor”), a _____ for and in consideration of TEN DOLLARS and other good and valuable consideration paid by the City of Baytown, Texas (“Grantee”), a Texas home rule municipality, receipt of which is hereby acknowledged, does hereby grant, bargain and convey to said Grantee, its successors and assigns, for the use and benefit of the public as a perpetual right-of-way for the passage and accommodation of vehicular and pedestrian traffic, (i) a permanent right-of-way (the “Santavy ROW”) and the right to construct, reconstruct, repair, relocate, operate and perpetually maintain public street and/or drainage and utility facilities, and all other facilities or purposes for which a public street and right-of-way is commonly used, together with all necessary appurtenances thereto, and with the right and privilege at any and all times, to enter said premises, or any part thereof, as is necessary for making connections therewith, or for the proper use of any other right granted herein, in, upon and across that certain parcel of land in Harris County, Texas described on the attached Exhibit “A” (the “Santavy ROW Area”) and (ii) any improvements located on, across or under the Santavy ROW Area (including, but not limited to, the traffic signal located at the intersection of the Santavy ROW Area and Hunt Road, the water line located under the Santavy ROW Area and the storm water drainage system located within the Santavy ROW Area). The right-of-way dedication and conveyances being made hereunder are being made by Grantor pursuant to the rights granted to Grantor under that certain Access and Construction Easement Agreement by and between Garth-Archer, Charles H. Grube, Ltd., as grantor, and Grantor, as grantee, dated effective as of _____, 2016 and recorded in the real property records of Harris County as Document Number _____.

TO HAVE AND TO HOLD that said Santavy ROW unto the Grantee for the purposes herein set forth, and Grantor hereby binds itself, its successor and assigns to warrant and forever defend, all and singular, the said premises unto Grantee, its successors and assigns against every person whosoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor but not otherwise.

[signatures on next page]

WITNESS MY HAND this ____ day of _____, 2016.

a _____

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS

§
§
§

COUNTY OF BEXAR

BEFORE ME, the undersigned authority, in and for the State of Texas, on this day personally appeared _____, known to me to be the same person whose name is subscribed to the foregoing document and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity stated therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2016.

Notary Public, State of Texas

SEAL

Name of Notary Printed

Notary's Commission Expires

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest and real property conveyed by this dedication instrument dated the _____ day of _____, 2016, to the City of Baytown, Texas, has been duly accepted subject to all terms and conditions contained therein by the City Council, and the City Council has consented to recordation of such dedication instrument by its duly authorized officer.

Dated: _____

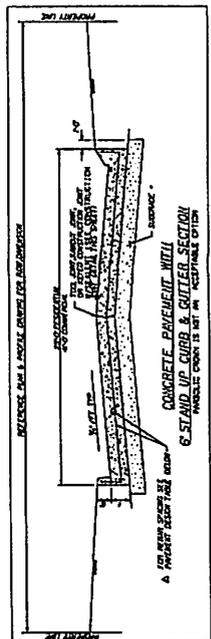
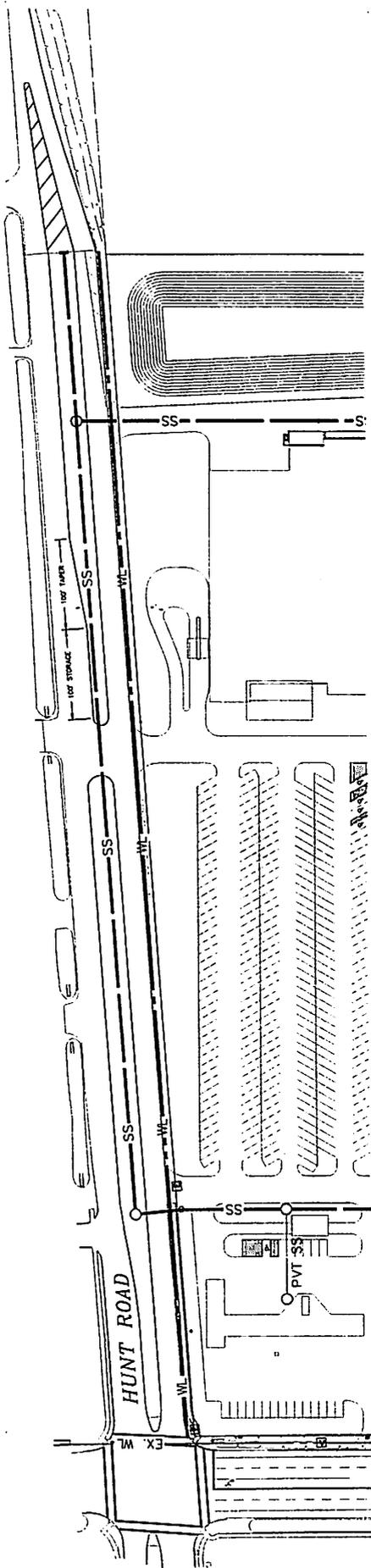
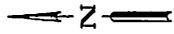
Mayor, City of Baytown

ATTEST:

City Secretary

AFTER FILING, PLEASE RETURN TO:

Exhibit "E"
Hunt Road Project

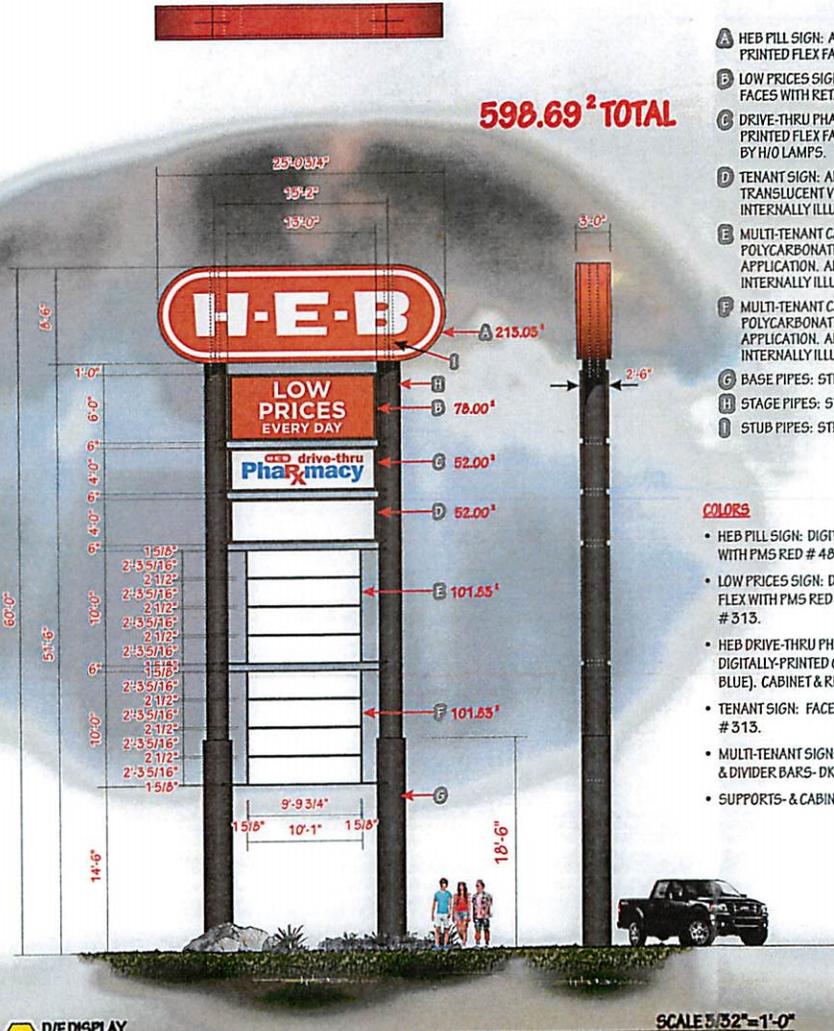


HUNT ROAD IMPROVEMENTS	
DATE: 10/20/18	BY: JVA/18
SCALE: 1/8\" = 1'-0\"	PROJECT: C

Exhibit "F"
Garth Road Median Access

Exhibit "G"
Signage Plan

- SQ. FT. ALLOWED: 600.00².
- SQ. FT. PROPOSED: 598.69².
- O.A.H. ALLOWED: 42'-6".
- O.A.H. PROPOSED: 60'-0".
- SETBACK: ABUTT PROPERTY LINE.
- WINDLOAD REQUIRED/PROPOSED: 120 MPH.



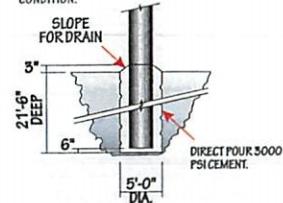
- A** HEB PILL SIGN: ALUMINUM CABINET, BLEED-FACE DIGITALLY-PRINTED FLEX FACES. INTERNALLY ILLUMINATED BY H/O LAMPS.
- B** LOW PRICES SIGN: ALUMINUM CABINET, DIGITALLY-PRINTED FLEX FACES WITH RETAINERS. INTERNALLY ILLUMINATED BY H/O LAMPS.
- C** DRIVE-THRU PHARMACY SIGN: ALUMINUM CABINET, DIGITALLY-PRINTED FLEX FACES WITH RETAINERS. INTERNALLY ILLUMINATED BY H/O LAMPS.
- D** TENANT SIGN: ALUMINUM CABINET, FLEX FACES WITH FUTURE TRANSLUCENT VINYL APPLICATION. ALUMINUM RETAINERS. INTERNALLY ILLUMINATED BY H/O LAMPS.
- E** MULTI-TENANT CABINET: ALUMINUM CABINET, 3/16" POLYCARBONATE FACES WITH FUTURE TRANSLUCENT VINYL APPLICATION. ALUMINUM RETAINERS & DIVIDED BARS. INTERNALLY ILLUMINATED BY H/O LAMPS.
- F** MULTI-TENANT CABINET: ALUMINUM CABINET, 3/16" POLYCARBONATE FACES WITH FUTURE TRANSLUCENT VINYL APPLICATION. ALUMINUM RETAINERS & DIVIDED BARS. INTERNALLY ILLUMINATED BY H/O LAMPS.
- G** BASE PIPES: STEEL 30" DIAMETER, .500" WALL.
- H** STAGE PIPES: STEEL 24" DIAMETER, .375" WALL.
- I** STUB PIPES: STEEL 8 5/8" DIAMETER, .322" WALL.

COLORS

- HEB PILL SIGN: DIGITALLY-PRINTED FACES- STANDARD WHITE FLEX WITH PMS RED # 485C. CABINET- PMS RED # 485C.
- LOW PRICES SIGN: DIGITALLY-PRINTED FACES- STANDARD WHITE FLEX WITH PMS RED # 485C. CABINET & RETAINERS- DK. BRONZE # 313.
- HEB DRIVE-THRU PHARMACY SIGN: STANDARD WHITE FLEX WITH DIGITALLY-PRINTED GRAPHICS (PMS RED # 485C & PROCESS BLUE). CABINET & RETAINERS- DK. BRONZE # 313.
- TENANT SIGN: FACES- WHITE. CABINET & RETAINERS- DK. BRONZE # 313.
- MULTI-TENANT SIGN: FACES- WHITE # 732B. CABINET, RETAINERS & DIVIDER BARS- DK. BRONZE # 313.
- SUPPORTS- & CABINET ARMS DK. BRONZE # 313.



DIAMETER AND DEPTH MAY BE ADJUSTED ACCORDING TO AUGER AVAILABILITY AND SOIL CONDITION.



FOOTINGS DETAIL SCALE: N.T.S.

RTY: (2)

IMPORTANT DISCLAIMER: Site signage specification and sign positioning is based on information/data provided by the customer at time of drawing request. Any freestanding sign, to include signs defined as pylons, multi-tenant pylons, and monument signs may be subject to review as required by the City, County or governing body in which said property is positioned. Freestanding signs positioned in proximity to urban corridors, utility easements, overhead power lines, ROW Transmission lines, State Department of Transportation ROW and underground pipelines/fiber optic lines may also be subject to review in regards to setbacks or encroachment requirements by those specific entities.

A **D/F DISPLAY**
(1) REQUIRED

- PMS 485C.
- STANDARD WHITE.
- PMS PROCESS BLUE.
- DK. BRONZE 313.

COLOR DESCRIPTION IS FOR REFERENCE ONLY. SAMPLES PROVIDED UPON REQUEST AFTER ORDER PLACEMENT.

SCALE 1/32" = 1'-0"

DESCRIBE	DTLS	ELECTRICAL ESTIMATE			SQ. FT.
		VOLTS	AMT. CIRC.	CIRC. BRKR (AMPS)	
HEB Pill	N/A	120	2	20	213.03
Low Prices	N/A	120	1	20	78.00
Drive-Thru Pharmacy	N/A	120	1	20	52.00
Tenant Cabinet	N/A	120	1	20	52.00
Tenant Cabinets	N/A	120	1	20	14.40
Tenant Cabinets	N/A	120	1	20	14.40
TOTAL	N/A	7	N/A	75.70	598.69

***UNL* *DSL* FONT REF: Swis 721 BIKBT**



- Approved
- Approved As Noted
- Revise & Resubmit

By: _____
Date: _____

Client: HEB
Location: Garth Rd. & Hunt Rd., Baytown, TX
Salesperson: Pete Sitterle
Pri. Mngr.: Tammy Colson
Date: 2-9-16
Designer: David Gamez
File Name: 16-3161_HEB_Baytown_Site Signs CITY REVIEW R6
Proposal #: _____
Job #: 16-3161

Revisions
See last sheet for revision history.



TDLR #: 18010

Corporate Office
San Antonio
235 Wines Turbo
San Antonio, TX 78216
Ph: (210) 341-7244

Dallas / Ft. Worth Branch
1338 S. Irving Heights Dr.
Irving, TX 75060
Ph: (972) 872-1594

Houston Branch
2905 Greenhouse Rd.
Houston, TX 77084
Ph: (281) 602-8531

Austin Branch
2457 S. Loop 4, Bldg. 1B
Buda, TX 78810
Ph: (512) 872-2800



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- Approved
- Approved As Noted
- Revise & Resubmit

By: _____
Date: _____

Client: HEB
Location: Garth Rd. & Hunt Rd., Baytown, TX
Salesperson: Pete Sitterle
Pri. Mng'r: Tammy Colson
Date: 2-9-16
Designer: David Gamez
File Name: 16-3161_HEB
Baytown, Site Signs CITY
REVIEW R6
Proposal #: _____
Job #: **16-3161**

Revisions
See last sheet for revision history.



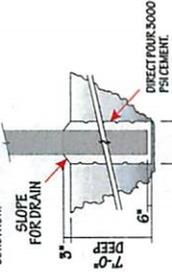
TOLR #: 18010
Corporate Office
San Antonio, TX 78216
San Antonio, TX 78216
PH: (810) 341-7264
Dallas / Ft. Worth Branch
13318 S. Irving Heights Dr.
PH: (817) 973-7894
Houston Branch
2808 Greenhouse Rd.
PH: (832) 482-4881
Austin Branch
2487 S. Loop W, Bldg. 1B
PH: (817) 878-8800

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120 MPH, 54.3 FPS

DIAMETER AND DEPTH MAY BE ADJUSTED ACCORDING TO ALGEE, AVAILABILITY AND SOIL CONDITION.



FOOTINGS DETAIL SCALE: N.T.S.

QTY: (2)

IMPORTANT DISCLAIMER: Site signage specifications and sign positioning is based on information/data provided by the customer at time of drawing request. Comet Signs, LLC and its employees are not responsible for any errors or omissions. Signs may be subject to removal as required by the City, County or governing body in which said property is positioned. Free-standing signs positioned in proximity to other structures, utility easements, overhead power lines, ROW and other structures may be subject to removal. Comet Signs, LLC and its employees are not responsible for any errors or omissions. Signs may be subject to removal as required by the City, County or governing body in which said property is positioned.

- A LED PRICER SIGN - BY SKYLINE: ALUMINUM CABINET. ELECTRONIC PRICERS; PRODUCTS FACES ARE PLASTIC FACED WITH VINYL COPY. INTERNALLY ILLUMINATED BY H10 LAMPS.
- B FUEL/WASH SIGNS: ALUMINUM CABINETS, POLYCARBONATE FACES. ALUMINUM RETAINERS, DIGITALLY-PRINTED VINYL COPY OVERLAY. INTERNALLY ILLUMINATED BY H10 LAMPS.
- C SUPPORTS: 6" x 6" x 5/8" SQUARE TUBES.

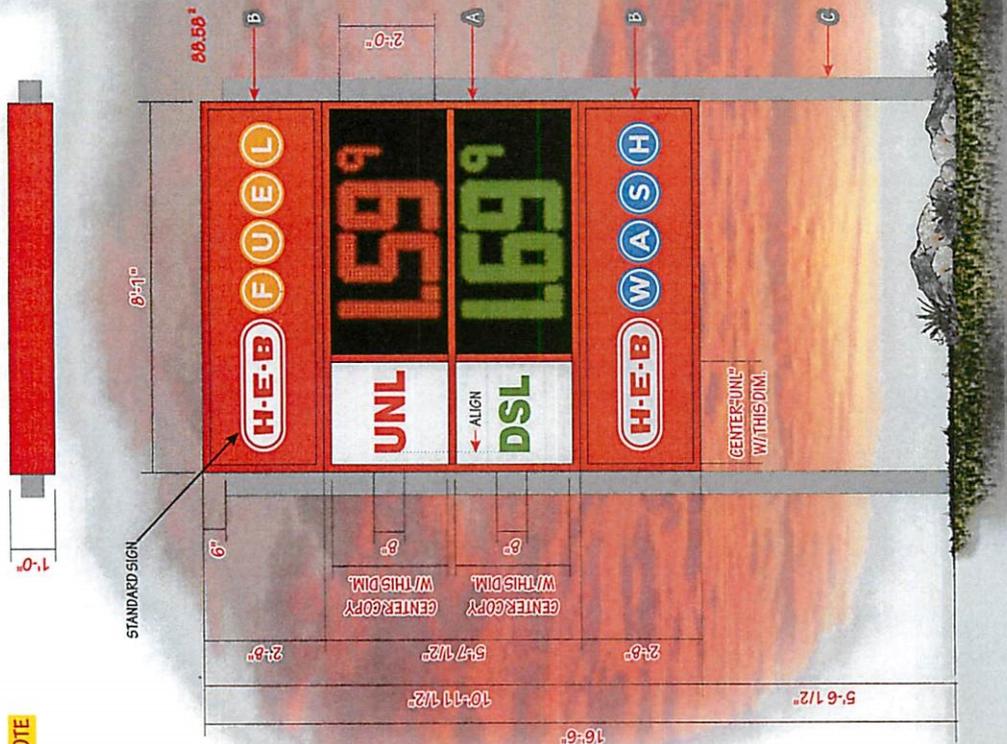
- PMS 485C TRANSLUCENT 3M "LIGHT TONARD RED" # 3630-43.
- PMS 130. GALVANIZED STEEL
- STANDARD WHITE. IF APPLICABLE WITH DIESEL PRODUCT, VINYL GREEN # 3630-156.
- PMS 285.

COLOR DESCRIPTION IS FOR REFERENCE ONLY. SAMPLES PROVIDED UPON REQUEST AFTER ORDER PLACEMENT.

COLORS

- HEB FUEL SIGN: FACES- STANDARD WHITE BACKGROUNDS WITH DIGITALLY-PRINTED VINYL (PMS RED # 485C & PMS 130). CABINET & RETAINERS- PMS RED # 485C.
- PRICER/PRODUCTS SIGN: PRICER FACES- STANDARD BLACK BACKGROUNDS WITH LED PRICES. PRODUCTS FACES- STANDARD WHITE BACKGROUNDS WITH VINYL OVERLAYS (TRANSLUCENT 3M "LIGHT TONARD RED" # 3630-43 & TRANSLUCENT 3M "VINYL GREEN" # 3630-156 IF APPLICABLE BY DIESEL PRODUCT). CABINET, RETAINERS & DIVIDER BARS- PMS RED # 485C.
- HEB WASH SIGN: FACES- STANDARD WHITE BACKGROUNDS WITH DIGITALLY-PRINTED VINYL (PMS RED # 485C & PMS BLUE # 285). CABINET & RETAINERS- PMS RED # 485C.
- SUPPORTS- GALVANIZED STEEL.

DESCRIBE	DTLS	VOLTS	ELECTRICAL ESTIMATE		SQ. FT.
			AMT. CIRC.	CIRC. (AMPS)	
Data Cable	Remote or Hardwire?	N/A	N/A	N/A	N/A
LED Pricers	N/A	120	1	20	8.00
Products	N/A	120	1	20	88.58
Fuel/Car Wash	N/A	120	1	20	88.58
Total					16.00
Total					88.58



SCALE: 5/8" = 1'-0"
D/F FUEL & CAR WASH PYLON
(1) REQUIRED

- PRODUCTS TO BE CONFIRMED
- HARD-WIRED VS. REMOTE TO BE DETERMINED.

- 50 FT. ALLOWED- 600.00'
- 50 FT. PROPOSED- 88.58'
- O.A.H. ALLOWED- 42'-6"
- O.A.H. PROPOSED- 16'-6"
- SETBACK- ABUTT PROPERTY LINE.
- WINDLOAD REQUIRED/PROPOSED- 120 MPH.



- Approved
- Approved As Noted
- Revise & Resubmit

By: _____
Date: _____

Client: HEB
Location: Garth Rd. & Hunt Rd., Baytown, TX
Salesperson: Pete Sitterle
Prj. Mngnr.: Tammy Colson
Date: 2-9-16
Designer: David Gamez
File Name: 16-3161_HEB_Baytown_Site Signs CITY REVIEW R6
Proposal #:
Job #: 16-3161

Revisions
See last sheet for revision history.

Comet SIGNS
TDLR #: 18010

Corporate Office
San Antonio
235 West Turbo
San Antonio, TX 78216
Ph: (210) 341-7844

Dallas / Ft. Worth Branch
1338 S. Irving Heights Dr.
Irving, TX 75060
Ph: (972) 870-1894

Houston Branch
2908 Greenhouse Rd.
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ELECTRICAL

- FILL SIGN**
- CIRCUIT BREAKER: (1) 20-AMP.
 - VOLTS: 120.
 - DRAW: 15.0 AMPS.
- TENANT CABINETS**
- CIRCUIT BREAKER: (1) 20-AMP.
 - VOLTS: 120.
 - DRAW: 7.2 AMPS FOR BOTH CABINETS.

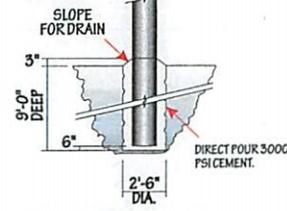
- A HEB PILL SIGN: ALUMINUM CABINET, BLEED-FACE DIGITALLY-PRINTED FLEX FACES. INTERNALLY ILLUMINATED BY H/O LAMPS.
- B TENANT SIGN: ALUMINUM CABINET, ALUMINUM CABINET WITH ALUMINUM RETAINERS, POLYCARBONATE FACES WITH VINYL COPY, INTERNALLY ILLUMINATED BY H/O LAMPS.
- C TENANT SIGN: ALUMINUM CABINET, ALUMINUM CABINET WITH ALUMINUM RETAINERS, POLYCARBONATE FACES WITH VINYL COPY, INTERNALLY ILLUMINATED BY H/O LAMPS.
- D SUPPORTS PIPES: STEEL 10 3/4" DIAMETER, 365" WALL.

COLORS

- HEB PILL SIGN: DIGITALLY-PRINTED FACES- STANDARD WHITE FLEX WITH PMS RED # 485C. CABINET- PMS RED # 485C.
- TOP TENANT CABINET: FACES- WHITE # 7328. CABINET & RETAINERS- DK. BRONZE # 313. VINYL- TO BE DETERMINED.
- BOTTOM TENANT CABINET: FACES- WHITE # 7328. CABINET & RETAINERS- DK. BRONZE # 313. VINYL- TO BE DETERMINED.
- SUPPORTS- & CABINET ARMS DK. BRONZE # 313.



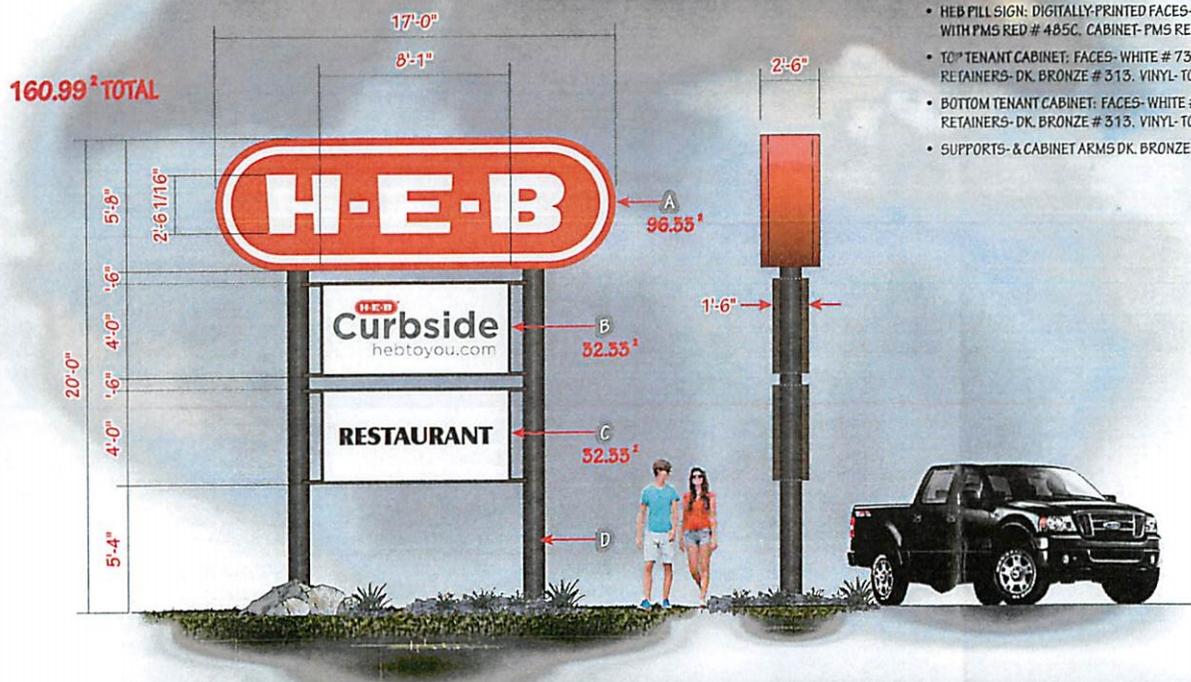
DIAMETER AND DEPTH MAY BE ADJUSTED ACCORDING TO AUGER AVAILABILITY AND SOIL CONDITION.



FOOTINGS DETAIL SCALE: N.T.S.

QTY: (2)

IMPORTANT DISCLAIMER: Site signage specification and sign positioning is based on information/data provided by the customer at time of drawing request. Any freestanding sign, to include signs defined as pylons, multi-tenant pylons, and monument signs may be subject to review as required by the City, County or governing body in which said property is positioned. Freestanding signs positioned in proximity to urban corridors, utility easements, overhead power lines, ROW transmission lines, State Department of Transportation ROW and underground pipelines/fiber optic lines may also be subject to review in regards to setbacks or encroachment requirements by those specific entities.

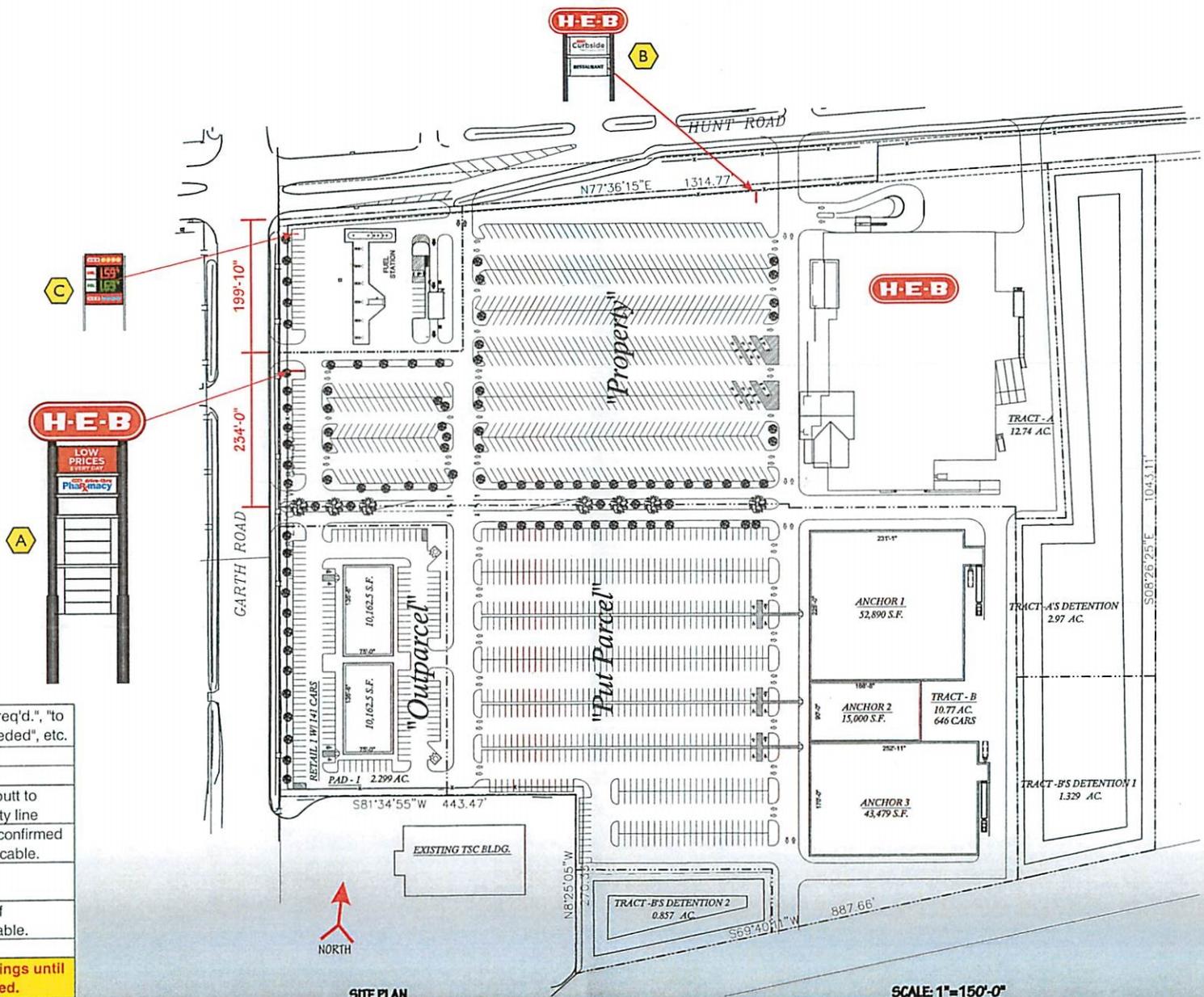


B D/F DISPLAY
(1) REQUIRED

SCALE 3/16"=1'-0"

- PMS 485C.
- STANDARD WHITE.
- DK. BRONZE 313.

COLOR DESCRIPTION IS FOR REFERENCE ONLY. SAMPLES PROVIDED UPON REQUEST AFTER ORDER PLACEMENT.



Indicate; i.e., "need", "not req'd.", "to be determined", "only if needed", etc.	
Property Lines	Need
Easements	Need
Set Backs	Can abutt to property line
Visual Triangle	To be confirmed if applicable.
Overhead Electrical Lines	Need
Visual Obstacles	Need if applicable.
Other	x

Do not stake or drill footings until all items are cleared.

SITE PLAN

SCALE: 1"=150'-0"



- Approved
- Approved As Noted
- Revise & Resubmit

By: _____
Date: _____

Client: HEB
 Location: Garth Rd. & Hunt Rd., Baytown, TX
 Salesperson: Pete Sitterle
 Proj. Mngr.: Tammy Colson
 Date: 2-9-16
 Designer: David Gamez
 File Name: 16-3161.HEB.Baytown_Site Signs CITY REVIEW R6
 Proposal #: _____
 Job #: **16-3161**

Revisions
 See last sheet for revision history.



TDLR #: 18010

Corporate Office
 San Antonio
 238 West Turbo
 San Antonio, TX 78216
 Ph: (210) 341-7244

Dallas / Ft. Worth Branch
 1336 S. Irving Heights Dr.
 Irving, TX 75030
 Ph: (972) 870-1884

Houston Branch
 2908 Greenhouse Rd.
 Houston, TX 77084
 Ph: (281) 492-6581

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- A** SIGN: ALUMINUM CABINET; BLEED-FACE FLEX FACES; INTERNALLY ILLUMINATED BY H/O LAMPS.
- B** CMU: PAINTED PT-2 - **BY OTHERS.**
- C** CAP: CAST STONE - **BY OTHERS.**
- D** LIMESTONE: TO MATCH LIMESTONE ON BUILDING - **BY OTHERS.**
- E** BASE: CONCRETE - **BY OTHERS.**
- F** CONCRETE FOUNDATION WITH REBAR AS NECESSARY. THIS FOUNDATION IS FOR THE CMU & LIMESTONE.
- G** CABINET: TWO (2) S/F ALUMINUM CABINETS/RETAINERS - PAINTED BRUSHED ALUMINUM; POLYCARBONATE FACES WITH VINYL COPY; INTERNALLY ILLUMINATED BY WHITE LED. FACE COLORS TO BE DETERMINED.
- H** SUPPORT: TO BE DETERMINED. THIS WILL BE BY COMET.
- I** FOOTING: TO BE DETERMINED. THIS WILL BE BY COMET.

VISUAL PRESENTATION

SPECIFICATIONS & MORE DETAILS TO FOLLOW UPON ACCEPTANCE OF THIS DESIGN

ENGINEERING & ELECTRICAL LOAD TO BE DETERMINED UPON APPROVAL OF THIS CONCEPT.



- Approved
- Approved As Noted
- Revise & Resubmit

By: _____
Date: _____

Client: HEB
Location: Garth Rd. & Hunt Rd., Baytown, TX
Salesperson: Pete Sitterle
Pri. Mngr.: Tammy Colson
Date: 2-9-16
Designer: David Gamez
File Name: 16-3161_HEB_Baytown_Site Signs CITY REVIEW R6
Proposal #: _____
Job #: **16-3161**

Revisions
See last sheet for revision history.



TDLR #: 18010

Corporate Office
San Antonio
235 West Turbo
San Antonio, TX 78216
Ph: (210) 341-7244

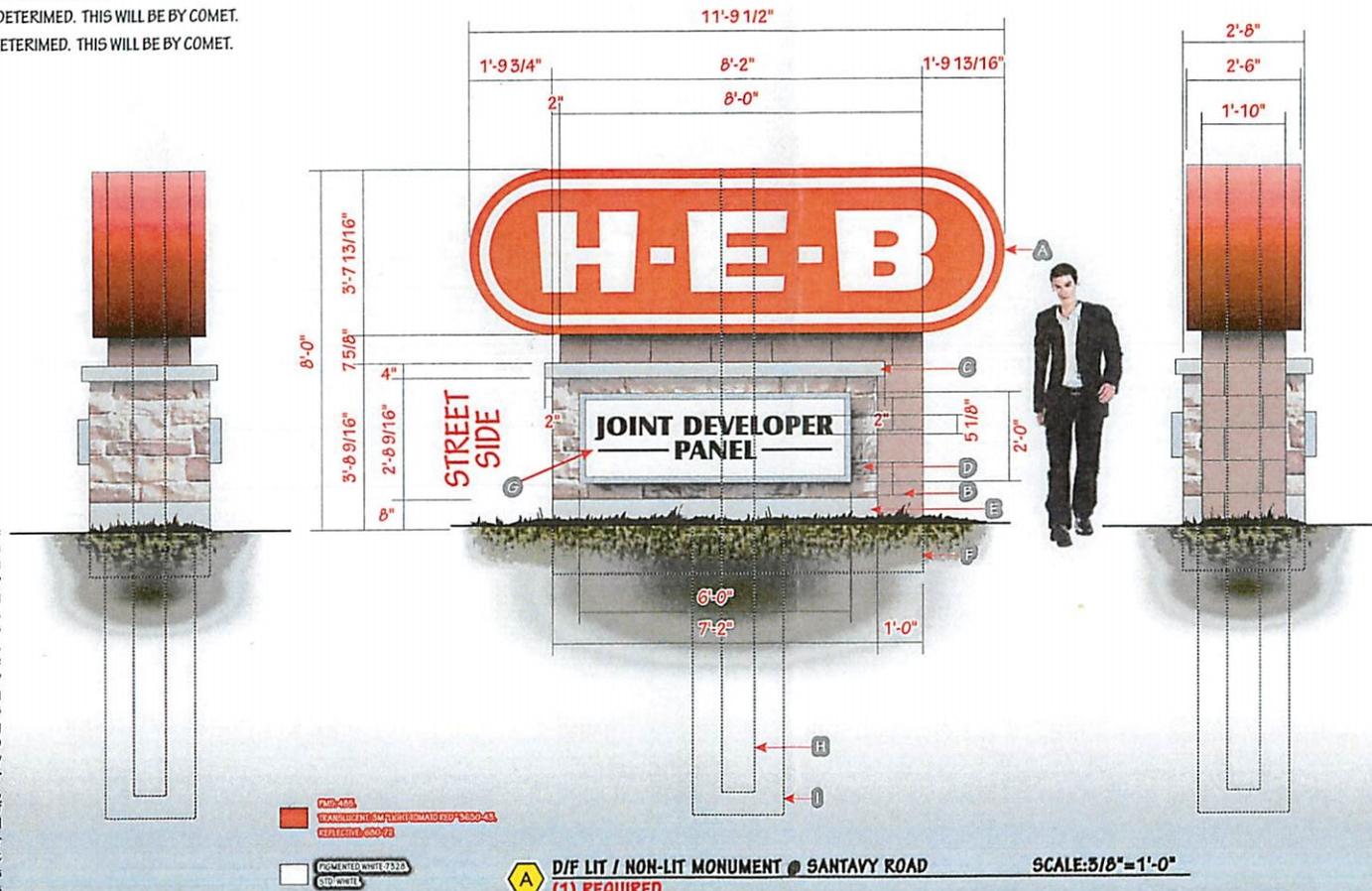
Dallas / Ft. Worth Branch
1338 S. Irving Heights Dr.
Irving, TX 75050
Ph: (972) 870-1594

Houston Branch
2905 Greenhouse Rd.
Houston, TX 77084
Ph: (281) 688-8891

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- PAID-SSA TRANSLUCENT SIGN (COMPLETED) 3450-01 RELUCTIVE-600-72
- PIGMENTED WHITE-7322A STD-WHITE

A D/F LIT / NON-LIT MONUMENT @ SANTAVY ROAD
(1) REQUIRED

SCALE: 3/8" = 1'-0"



- Approved
- Approved As Noted
- Revise & Resubmit

By: _____
Date: _____

Client: HEB
Location: Typical
Salesperson: Pete Sitterle
Prj. Mgr.: Tammy Colson
Date: None
Designer: David Gamez
File Name: 16-3161-
Standard Store Sign Package
R3
Proposal #: N/A
Job #: **NA**

Revisions
R1: 11-16-09: Added Sign 11 (See sheet R2 for details)
R2: 11-16-09: Added Sign 12 (See sheet R2 for details)
R3: 11-16-09: Added Sign 13 (See sheet R2 for details)

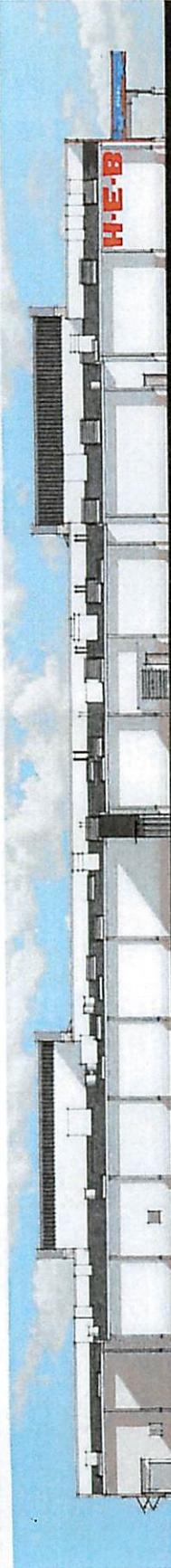


TOL # 18010

Corporate Office
238 West 11th
San Antonio, TX 78208
PH: (210) 347-7844
Dallas / Ft. Worth Branch
1930 Ross Ave.
Ft. Worth, TX 76102
PH: (817) 878-1584
Houston Branch
8808 Greenhouse Rd.
Houston, TX 77064
PH: (281) 482-0881
Austin Branch
5457 S. Loop W, Bldg. 1B
Austin, TX 78745
PH: (512) 878-8000

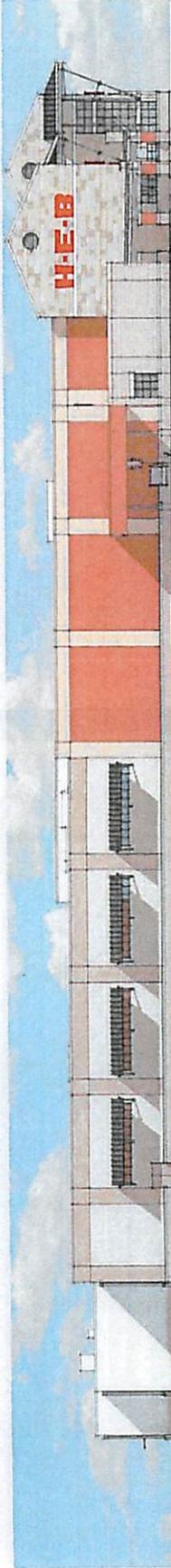


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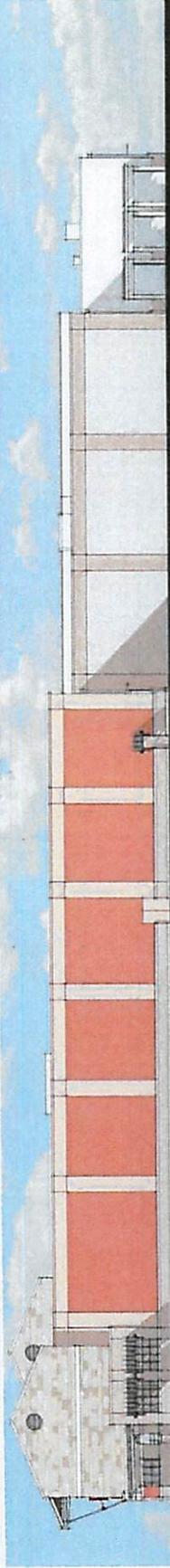
Rear Elevation

REVISION # 2



Pharmacy Elevation

REVISION # 1



Produce Elevation



Front Elevation

REVISION # 1

- Approved
- Approved As Noted
- Revise & Resubmit

By: _____
Date: _____

Client: HEB
Location: Typical
Salesperson: Pete Sitterle
Prj. Mngr.: Tammy Colson
Date: None
Designer: David Gamez
File Name: 16-3161:
Standard Store Sign Package
R3
Proposal #: N/A
Job #: N/A

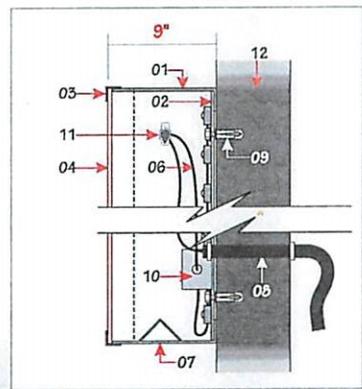


A B L M FACE LIT CHANNEL LETTERING DETAIL SCALE: 5/16"=1'-0"
(4) SETS REQUIRED REVISION # 1

ELECTRICAL

- CIRCUIT BREAKERS: (1) 20-AMP.
- VOLTS: 120.
- DRAW: 9.72 AMPS.

FACES- PIGMENTED ACRYLIC # 2662.
RETURNS & RETAINERS- PMS RED # 485C.
LED- RED.



- 01 RETURNS: .063 ALUMINUM RETURNS.
- 02 BACKS: .063 ALUMINUM.
- 03 RETAINERS: ALUM.
- 04 FACES: 3/16" SG 05.
- 05 LIGHTING: LED.
- 06 WIRING.
- 07 WEEP HOLES.
- 08 SEALTITE / GREENFIELD CONDUIT: AS REQUIRED; SILICONE SEAL.
- 09 FASTENERS: AS REQUIRED.
- 10 POWER SUPPLY.
- 11 DISCONNECT SWITCH.
- 12 WALL.

SECTION
SCALE: N.T.S.

Revisions

R1/4-21-1600: Added Sign "L" (another HEB channel letter), Sign "L" revised "Line thru" & "X" from white to red.
R2/5-2-1600: Added Sign "M" (another HEB channel letter).
R3/5-11-1600: Added Curbside signs.



TDLR #: 18010

Corporate Office
San Antonio
208 West Turbo
San Antonio, TX 78218
Ph: (210) 341-7244

Dallas / Ft. Worth Branch
1398 S. Irving Heights Dr.
Irving, TX 75060
Ph: (972) 870-1594

Houston Branch
8806 Greenhouse Rd.
Houston, TX 77064
Ph: (281) 498-6581

Austin Branch
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Ph: (512) 875-8500



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- Approved
- Approved As Noted
- Revises & Resubmits

By: _____
Date: _____

Client: HEB
Location: Typical
Salesperson: Pete Sitterle
Prj. Mgr.: Tammy Colson
Date: None
Designer: David Gamez
File Name: 16-3161-
Standard Store Sign Package
R3
Proposal #: N/A
Job #: **WA**

Revisions
R14-21-1600: Add Sign 1, (include IES detail
sheet), Sign 1, (include "Sign 1" & "2" from sheet 4
16-3161-0000)
R20-5-1600: Add Sign 1, (include IES detail
sheet)
R25-11-1600: Add Corolla sign.



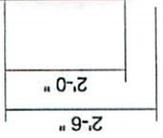
TDA #: 18010
Corporate Office
3811 Antonio
San Antonio, TX 78218
Ph: (210)341-7544
Dallas / Ft. Worth Branch
1338 S. W. Loop 818
Ft. Worth, TX 76104
Ph: (817)875-1884
Houston Branch
2808 Greenhouse Rd.
Houston, TX 77060
Ph: (281)488-4081
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RESERVED. INTERNET/DIGITAL TRADENAME / COPYRIGHT
DATE.

Pharmacy

15'-2"

30.33 2



ELECTRICAL
• DRAW: 2.2 AMPS.
• CIRCUIT BREAKER: (1) 20-AMP
• VOLTS: 120.

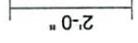
SCALE: 1/2"=1'-0"

CHANNEL LETTERS
(1) REQUIRED

18'-9 3/4"

Fresh Foods

37.63 2



SCALE: 1/2"=1'-0"

CHANNEL LETTERS
(1) REQUIRED

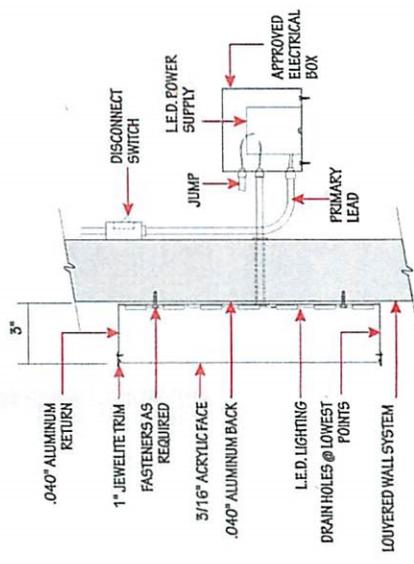


ELECTRICAL
• DRAW: 2.2 AMPS.
• CIRCUIT BREAKER: (1) 20-AMP
• VOLTS: 120.



FACES- PIGMENTED ACRYLIC # 2662.
RETURNS & TRIM CAPS- PMS RED # 485C.
LED- RED.

COLOR DESCRIPTION IS FOR REFERENCE
ONLY. SAMPLES PROVIDED UPON
REQUEST AFTER ORDER PLACEMENT.



SECTION SCALE: N.T.S.



- Approved
- Approved As Noted
- Permit & Resubmit

By: _____
Date: _____

Client: HEB
Location: Typical
Salesperson: Pete Siterle
Pjt. Mng.: Tammy Colson
Date: None
Designer: David Gamez
File Name: 16-3161
Standard Store Sign Package
R3
Proposal #: N/A
Job #: NA

Revisions
#14-2-1605: Add Sign 1" (Inches) to Channel
#20-2-1605: Add Sign 1" (Inches) to Channel
#20-2-1605: Add Sign 1" (Inches) to Channel
#20-2-1605: Add Sign 1" (Inches) to Channel

Cricket Signs
TOLR #: 18010

Corporate Office
13333 West Loop West
Suite 100
Dallas, TX 75240
PH: (972) 341-7222

Dallas / Ft. Worth Branch
13333 West Loop West, Suite 100
Dallas, TX 75240
PH: (972) 341-7222

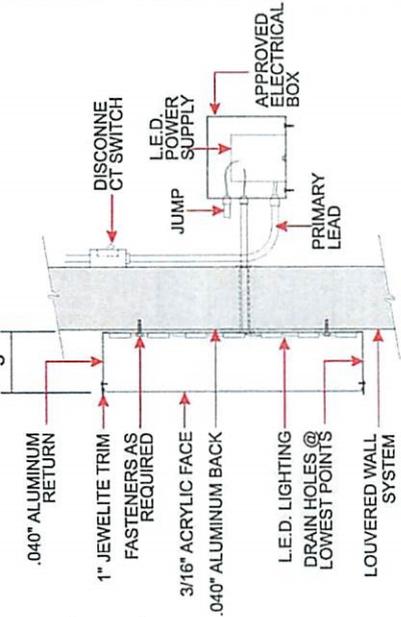
Houston Branch
2800 Greenway Rd.
Houston, TX 77066
PH: (281) 486-0581

Austin Branch
2457 E. Loop W, Bldg. 113
Austin, TX 78741
PH: (512) 876-8800

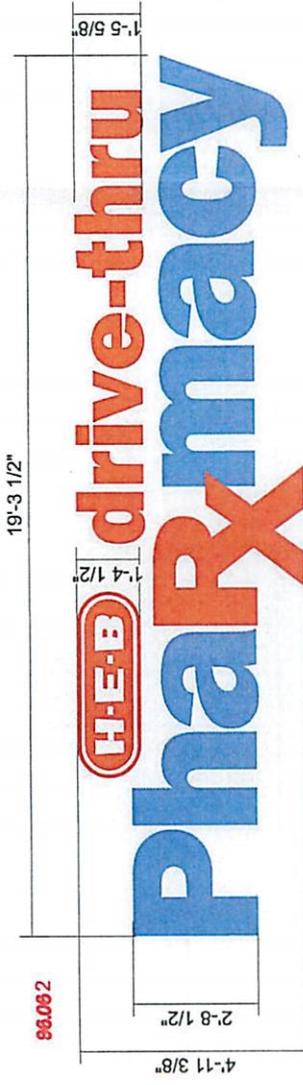
USA
MADE IN THE USA

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ELECTRICAL
• DRAW: 12.0 AMPS
• CIRCUIT BREAKER: (1) 20-AMP
• VOLTS: 120



SECTION SCALE: N.T.S.



SCALE: 3/8" = 1'-0"
REVISION # 1

E CHANNEL LETTERS
(1) REQUIRED

INTERNALLY ILLUMINATED FACE CHANNEL LETTERS AND LOGO ILLUMINATED WITH WHITE L.E.D. LIGHTING.

COLORS:

- PHA MACY: 2648 BLUE PLEX
- RX AND DRIVE-THRU: 2662 RED PLEX
- H-E-ROYAL-7328 WHITE PLEX WITH VINYL APPLIED GRAPHICS.
- RETURNS & TRIM CAPS: MATCH FACE COLORS.

- PIGMENTED PLASTIC: 2662. PMS-485.
- PIGMENTED PLASTIC: 2648.
- PIGMENTED WHITE 7328. STD. WHITE.

COLOR DESCRIPTIONS FOR REFERENCE ONLY. SIGN DELIVERED UPON REQUEST IN THE ORDER PLACED.



- Approved
- Approved As Noted
- Revise & Resubmit

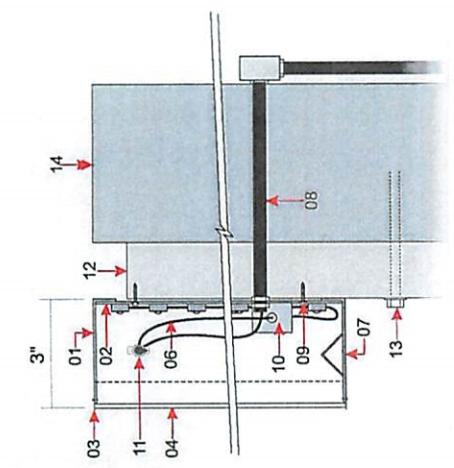
By: _____
Date: _____

Client: HEB
Location: Typical
Salesperson: Pete Sitterle
Prj. Mgr.: Tammy Colson
Date: None
Designer: David Gamez
File Name: 16-3161
Standard Store Sign Package
R3
Proposal #: N/A
Job #: N/A

Revisions
R14-21-1600: Add Sign 11 (unavailable) placed
and Sign 12 "Retail Store Sign" 12" from other to
R20-2-1600: Add Sign "W" (unavailable) placed
R20-11-1600: Add color app.

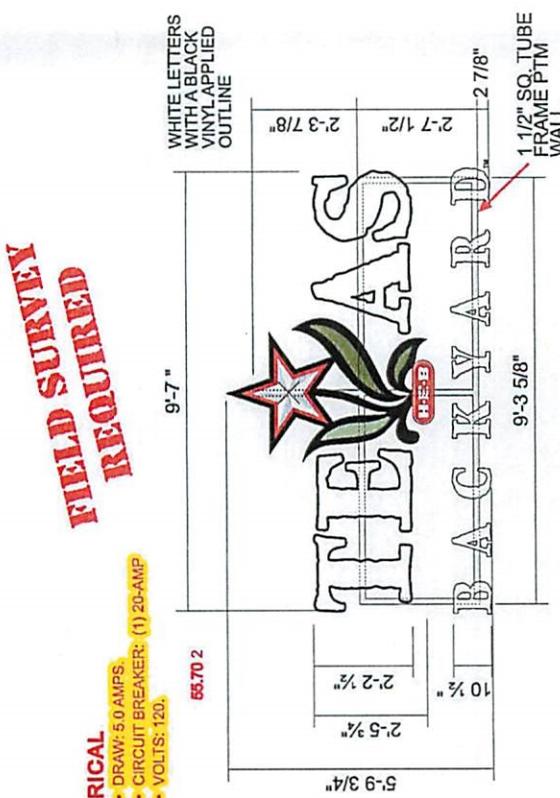
TDA #: 18010
Corporate Office
226 Walnut Turbo
San Antonio, TX 78216
Ph: (214) 341-7824
Dallas / Ft. Worth Branch
1335 W. Loop W. Suite 100
Ft. Worth, TX 76103
Ph: (817) 675-1854
Houston Branch
1808 Greenway
Houston, TX 77034
Ph: (281) 488-8881
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SECTION SCALE: N.T.S.

- 01 RETURNS: .040 ALUMINUM RETURNS.
- 02 BACKS: .040 ALUMINUM.
- 03 TRIM CAPS: 1" JEWELITE.
- 04 FACES: 3/16" SG 05.
- 05 LIGHTING: WHITE LED.
- 06 WIRING.
- 07 WEEP HOLES.
- 08 SEALTITE / GREENFIELD CONDUIT: AS REQUIRED; SILICONE SEAL.
- 09 FASTENERS: AS REQUIRED.
- 10 POWER SUPPLY: PRINCIPLE.
- 11 DISCONNECT SWITCH.
- 12 FRAME: ALUMINUM 1 1/2" x 1 1/2" x 1/8" SQUARE TUBE - PAINT TO MATCH WALL.
- 13 SIGN FRAME FASTENERS: SIZE OF FASTENERS & METHOD OF INSTALLATION AS REQUIRED BY FIELD SURVEY.
- 14 WALL.



SCALE: 3/8" = 1'-0"

F CHANNEL LETTERS (1) REQUIRED

<input type="checkbox"/>	WHITE
<input type="checkbox"/>	SILVER230-121
<input type="checkbox"/>	OUTLINES ON FACE & RETURNS - BLACK
<input type="checkbox"/>	DARK GREEN EMERALD GREEN 230-126
<input type="checkbox"/>	APPLE GREEN 230-106
<input type="checkbox"/>	LIGHT TOMATO RED 230-43
<input type="checkbox"/>	FRAME COLOR: TO BE DETERMINED.
<input type="checkbox"/>	ELECTRICAL PENETRATIONS

FIELD SURVEY REQUIRED

ELECTRICAL
 • DRAW: 5.0 AMPS.
 • CIRCUIT BREAKER: (1) 20-AMP
 • VOLTS: 120.



- Approved
- Approved As Noted
- Revises & Resubmit

BY: _____
Date: _____

Client: HEB
Location: Typical
Salesperson: Pete Sinterle
Pr. Mng'r: Tammy Colson
Date: None
Designer: David Gamez
File Name: 16-3161
Standard Store Sign Package
R3
Proposal #: N/A
Job #: **N/A**

Revisions
R14-3-1600: Add Sign 1" (vertical) to 2" (horizontal) above
Interq. Sign 1" (vertical) above 1" (horizontal) above
R20-5-1600: Add Sign 1" (vertical) to 2" (horizontal) above
R20-5-1600: Add Sign 1" (vertical) to 2" (horizontal) above

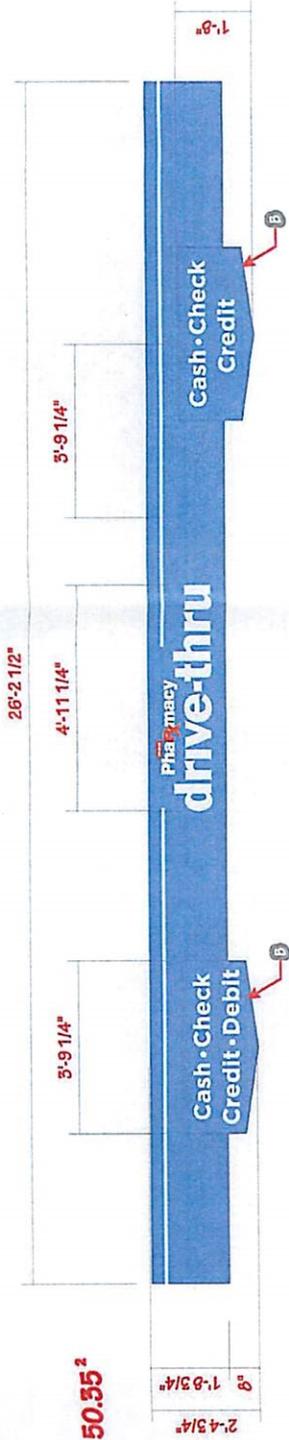


TDR #: 18010

Corporate Office
San Antonio
San Antonio, TX 78218
Ph: (810) 341-7544
Dallas / Ft. Worth Branch
1320 S. Irvy Meadows Dr.
Ph: (817) 870-1884
Houston Branch
2908 Gessner Avenue Rd.
Houston, TX 77056
Ph: (281) 482-0881
Austin Branch
2487 E. Loop W, Bldg. 118
Austin, TX 78740
Ph: (512) 838-1800



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SURVEY REQUIRED

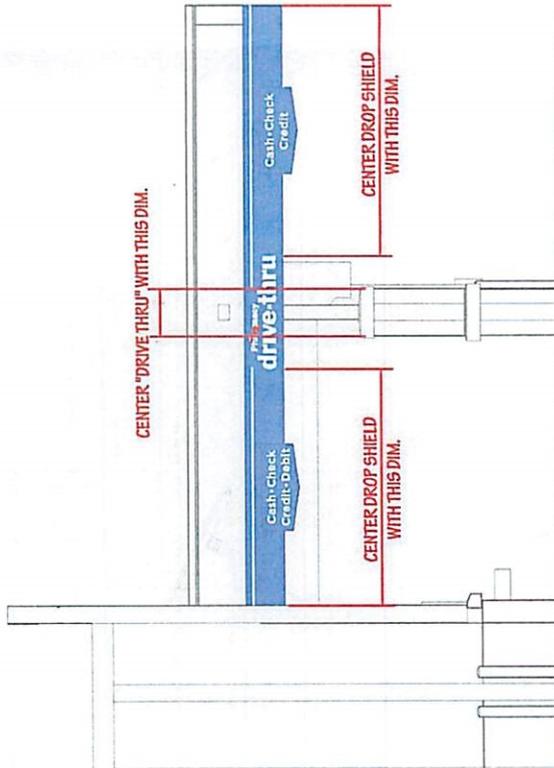
H LANE DESIGNATION PANELS SCALE: 5/16" = 1'-0"
(1) SET REQUIRED

- A** .125" ALUM. WITH 1 1/2" RETAINERS - PMS PROCESS BLUE C; VINYL GRAPHICS.
- B** LAYERED .125" ALUM.; VINYL GRAPHICS.

- WHITE
- PROCESS BLUE
- 3M™ LIGHT TOMATO RED™ # 3630-43

BACKS OF SIGN TO BE PAINTED DIFFERENT COLOR - TO BE DETERMINED.

COLOR DESCRIPTION IS FOR REFERENCE ONLY. SAMPLES PROVIDED UPON REQUEST AFTER ORDER PLACEMENT.



PARTIAL ELEVATION SCALE: 5/16" = 1'-0"

DESCRIBE	HEIGHT		X	LENGTH		=	SQ. FT.		X	UNIT		=	SQ. FT.		BAL.
	FT.	IN.		FT.	IN.		FT.	FT.		SQ. FT.	FT.		SQ. FT.	FT.	
Body	1'	8 3/4"	X	28'	2 1/2"	=	45.32	1	=	45.32	1	=	45.32	45.32	
Underhangs		8"	X	3'	9 1/4"	=	2.51	2	=	5.03	2	=	50.35	50.35	



- Approved
- Approved As Noted
- Revise & Resubmit

By: _____
Date: _____

Client: HEB
Location: Typical
Salesperson: Pete Sitterle
Prj. Mngt.: Tammy Colson
Date: None
Designer: David Gamez
File Name: 16-3161
Standard Store Sign Package
R3
Proposal #: N/A
Job #: **N/A**

Revisions
R1: 11-16-09 Add Sign 11 (check HEB Annual Inventory Sign 11, "Retail Zone Sign A" for form which is located in the "Signage" folder)
R2: 11-16-09 Add Sign 11 (check HEB Annual Inventory Sign 11, "Retail Zone Sign A" for form which is located in the "Signage" folder)
R3: 11-16-09 Add Sign 11 (check HEB Annual Inventory Sign 11, "Retail Zone Sign A" for form which is located in the "Signage" folder)



TDLX #: 18010

Corporate Office

Ben Antonio
2808 Greenhouse Rd.
Houston, TX 77064
Ph: (281) 488-0081

Dallas / Ft. Worth Branch
1338 S. Irving Heights Dr.
Irving, TX 75038
Ph: (972) 251-1594

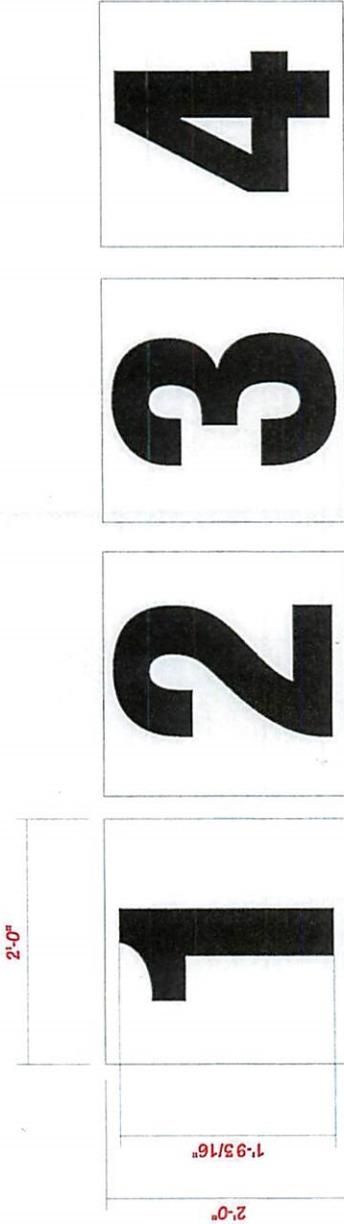
Houston Branch

2808 Greenhouse Rd.
Houston, TX 77064
Ph: (281) 488-0081

Austin Branch
8487 S. Lamar Blvd., 1B
Austin, TX 78746
Ph: (512) 878-8900



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1 DOCK SIGNS SCALE: 1"=1'-0"

(1) SET REQUIRED

.063 WHITE ALUMINUM PANELS WITH BLACK CUT VINYL NUMBERS.



- Approved
- Approved As Noted
- Revise & Resubmit

By: _____
Date: _____

Client: HEB
Location: Typical
Salesperson: Pete Slicerle
Pr. Mgr.: Tammy Colson
Date: None
Designer: David Gamez
File Name: 16-3161
Standard Store Sign Package
R3
Proposal #: N/A
Job #: **N/A**

Revisions
R214-21-1600: Added Sign 1, included HEB brand
letters, Sign 17, revised "Aisle Sign" text from aisle to
store.
R215-16-005: Added Sign 17, included HEB brand
letters.
R215-11-1600: Added Color Plate signs.



TDR #: 18010

Corporate Office
San Antonio
13100 N. Loop W., Suite 110
San Antonio, TX 78248
PH: (817) 341-7844

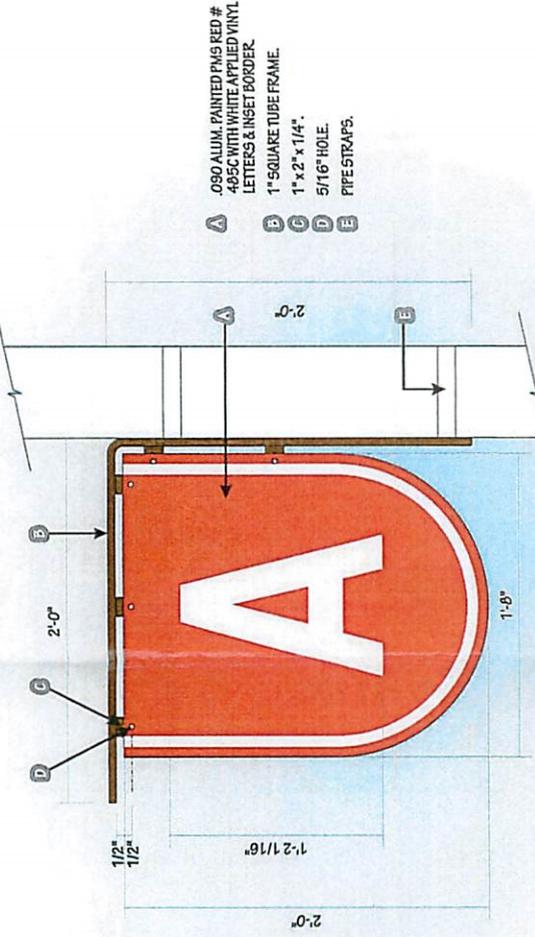
Dallas / Ft. Worth Branch
1338 S. Ivy Highway Dr.
Ft. Worth, TX 76114
PH: (817) 670-1894

Houston Branch
2808 Greenhouse Rd.
Houston, TX 77057
PH: (281) 402-4081

San Antonio Branch
2427 S. Loop W., Suite 113
San Antonio, TX 78248
PH: (817) 670-8800

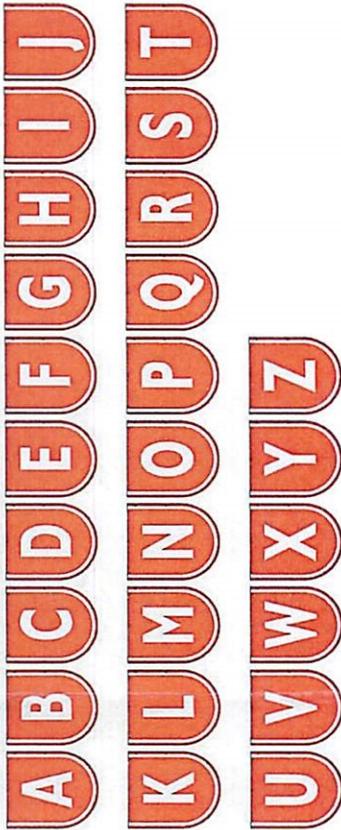
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LAW.

Page: 11 of 17



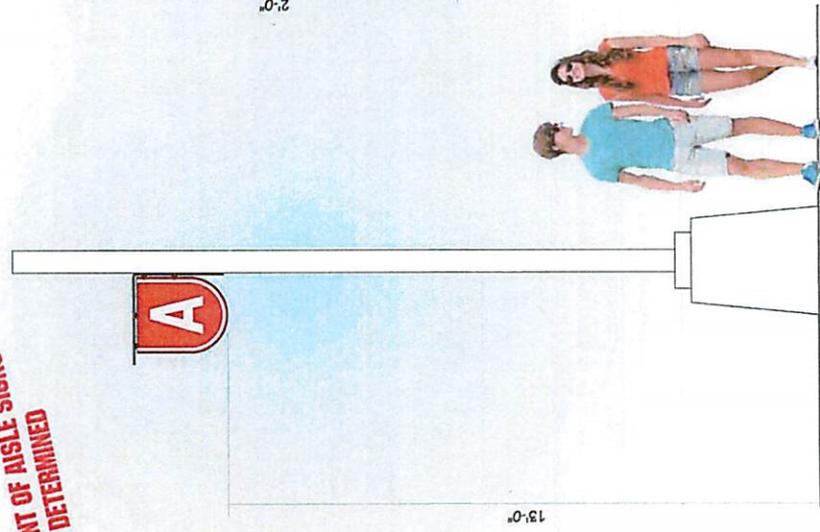
- A .090 ALUM. PAINTED PMS RED # 495C WITH WHITE APPLIED VINYL LETTERS & INSET BORDER.
- B 1" SQUARE TUBE FRAME.
- C 1" x 2" x 1/4".
- D 5/16" HOLE.
- E PIPE STRAPS.

J D/F ISLE MARKER SIGN **SCALE: 1 1/2" = 1'-0"**
(FF) REQUIRED



LAYOUTS SCALE: 3/8" = 1'-0"

**EXACT AMOUNT OF AISLE SIGNS
TO BE DETERMINED**



ELEVATION SCALE: 3/8" = 1'-0"



- Approved
- Approved As Noted
- Revises & Resubmit

By: _____
Date: _____

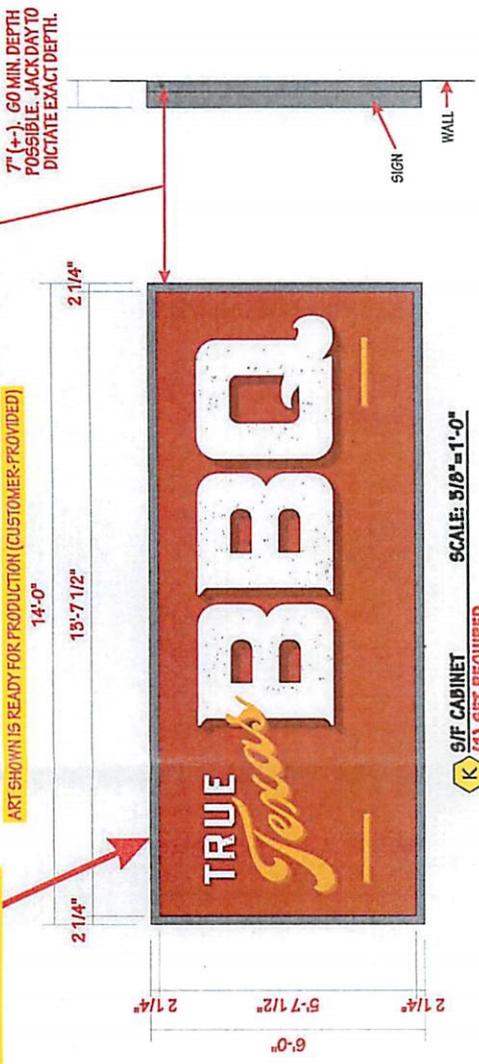
Client: HEB
Location: Typical
Salesperson: Pete Sitterle
Pri. Mng'r.: Tammy Colson
Date: None
Designer: David Gamez
File Name: 16-3161
Standard Store Sign Package
R3
Proposal #: N/A
Job #: **WA**

Revisions
R1: 11-16-09: Add Sign 1 (Incorporate 18" Head
Width) Sign 17 (Initial Sign Size & 1/2" from wall to
center)
R2: 05-16-09: Add Sign "W" (Incorporate 18" Head
Width)
R3: 11-16-09: Add Color Plate

Planet Signs
TDR #: 18010
Corporate Office
Ben Antonio
2000 Ben Antonio Blvd
San Antonio, TX 78218
PH: (214) 341-7564
Dallas / Ft. Worth Branch
1338 S. Inwood Road
Ft. Worth, TX 76104
PH: (817) 678-1864
Houston Branch
2803 Greenhouse Rd.
Houston, TX 77061
PH: (281) 432-4081
Austin Branch
2457 S. Loop W, Bldg. 1B
Austin, TX 78740
PH: (512) 875-4800

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NOTE: PUT DISCONNECT SWITCH AS HIGH AS POSSIBLE ON THE RIGHT-HAND SIDE OF THE CABINET; PER HEB'S APPROVAL



SCALE: 3/8" = 1'-0"

9/8 CABINET (1) SET REQUIRED

NOTE: PUT DISCONNECT SWITCH AS HIGH AS POSSIBLE ON THE RIGHT-HAND SIDE OF THE CABINET; PER HEB'S APPROVAL

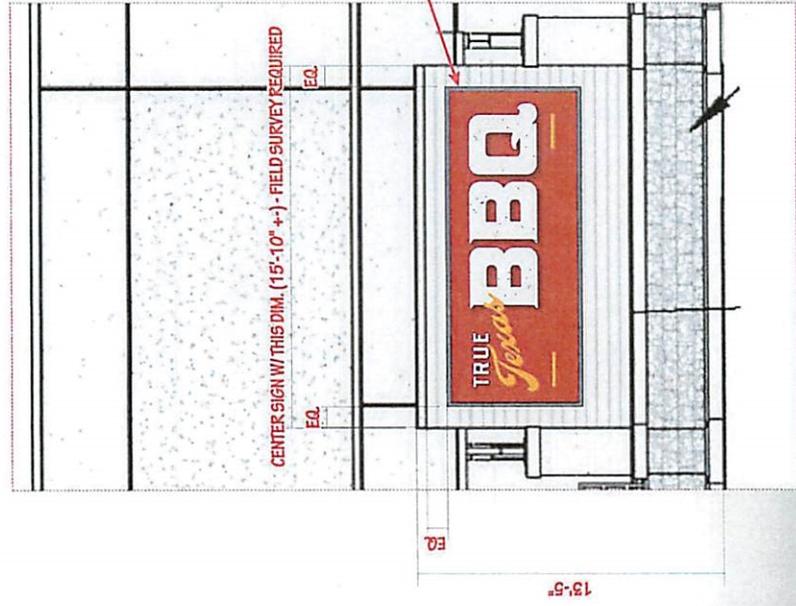
- SPECIFICATIONS**
- EXTRUDED ALUMINUM CABINET/RETAINERS - PAINTED SHERWIN WILLIAMS "NIGHT OWL" SW7061.
 - HINGED LEXAN FACE WITH HANGER BAR; APPLIED DIGITAL PRINT VINYL.
 - INTERNALLY ILLUMINATED PRINCIPAL STREET FIGHTER HEAVYWEIGHT.

SHERWIN WILLIAMS "NIGHT OWL" SW7061.

COLOR DESCRIPTION IS FOR REFERENCE ONLY. SAMPLES PROVIDED UPON REQUEST AFTER ORDER PLACEMENT.

FIELD SURVEY REQUIRED FOR ELECTRICAL CONNECTION ONLY

ELECTRICAL
NEED (1) 120V CIRCUIT ON A 20-AMP CIRCUIT BREAKER.
DRAW = 3.46 AMPS.



PARTIAL ELEVATION



- Approved
- Approved As Noted
- Revises & Resubmit

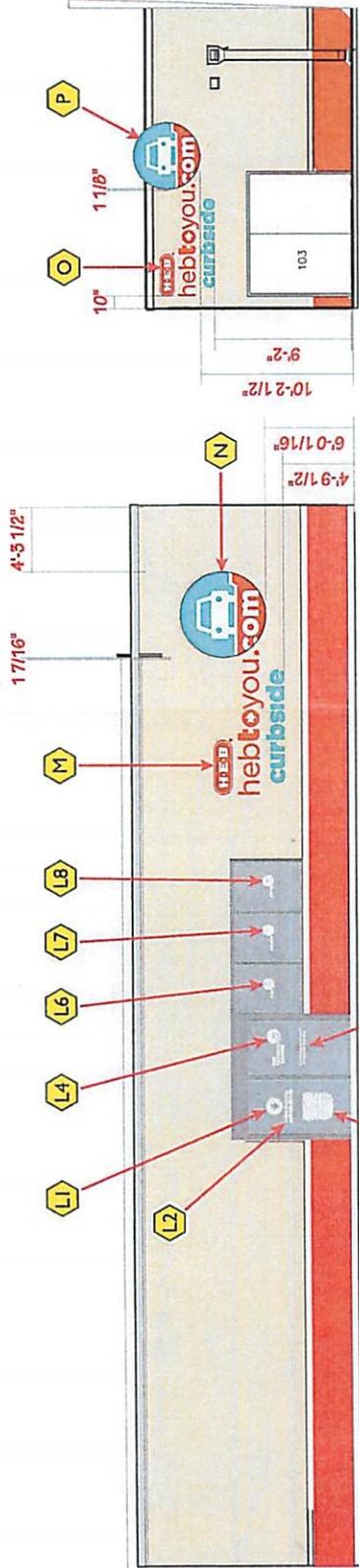
By: _____
Date: _____

Client: HEB
Location: Typical
Salesperson: Pete Sitterle
Pj. Mng'r.: Tammy Colson
Date: None
Designer: David Gamez
File Name: 16-3161-
Standard Store Sign Package
R3
Proposal #: N/A
Job #: **NA**

Revisions
R14-1-1600: Added Sign 1; hebtou.com above
hebtou.com; Sign 1; revised Sign 1; 10" from wall to
R20-5-1-1600: Added Sign 10" from wall to
R20-5-1-1600: Added Sign 10" from wall to
R20-5-1-1600: Added Sign 10" from wall to

Signs
TOLR #: 18010
Corporate Office
2811 Avenida
San Antonio, TX 78218
PH: (810)341-7844
Dallas / Ft. Worth Branch
13250 Preston Rd.
Ft. Worth, TX 76130
PH: (817)870-1884
Houston Branch
2808 Greenhouse Rd.
Houston, TX 77060
PH: (832)482-8811
Austin Branch
2437 E. Loop W, Bldg. 1B
Austin, TX 78740
PH: (512)728-0000

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EAST ELEVATION
SCALE: 1/8"=1'-0"
REVISION # 3

NORTH ELEVATION
SCALE: 1/8"=1'-0"
REVISION # 3



- Approved
- Approved As Noted
- Revises & Resubmit

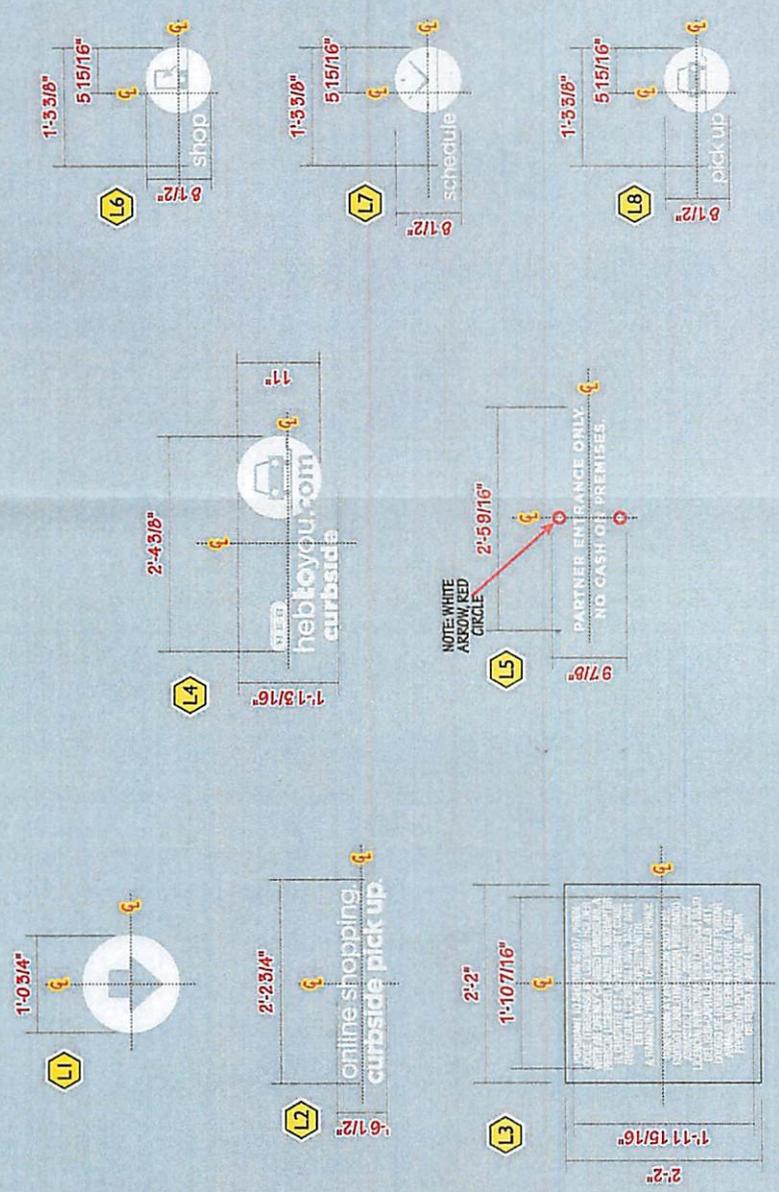
By: _____
Date: _____

Client: HEB
Location: Typical
Salesperson: Pete Sierferle
Pri. Mng'r.: Tammy Colson
Date: None
Designer: David Gamez
File Name: 16-3161-
Standard Store Sign Package
R3
Proposal #: N/A
Job #: **WA**

Revisions
R1: 16-31-1606: Add Sign "L" (inserted) (2) added
inserted Sign "L" (inserted) (2) added
R2: 16-31-1606: Add Sign "M" (inserted) (2) added
inserted
R3: 16-31-1606: Add Sign Package (inserted) (2) added
inserted

Signs
TOIR #: 18010
Corporate Office
3811 W. Arroyo
San Antonio, TX 78218
PH: (810) 341-7544
Dallas / Ft. Worth Branch
1330 S. W. 27th St.
PH: (817) 878-1594
Houston Branch
21005 Chanhassen Rd.
Houston, TX 77058
PH: (832) 482-0881
Austin Branch
2457 S. Loop W, Bldg. 113
Austin, TX 78741
PH: (817) 878-8800

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SCALE 3/4" = 1'-0"
REVISION # 3

LUSTER FINISH
PRINTED MATCH PMS 485C ON 3M 7725-10
OPAQUE WHITE (SEMIGLOSS)
3M 7725-10 OPAQUE WHITE (SEMIGLOSS) ON CUT
VINYL - PRINTED WHITE ON GUN LEGAL DISCLAIMER.

ALL SIGNS ARE APPLIED ON FIRST SURFACE.
ALL SIGNS ARE CUT WHITE VINYL EXCEPT GUN LEGAL DISCLAIMER. GUN LEGAL DISCLAIMER IS WHITE PRINTED COPY ON CLEAR VINYL DECAL.

L VINYL ON GLASS
(1) EACH REQUIRED



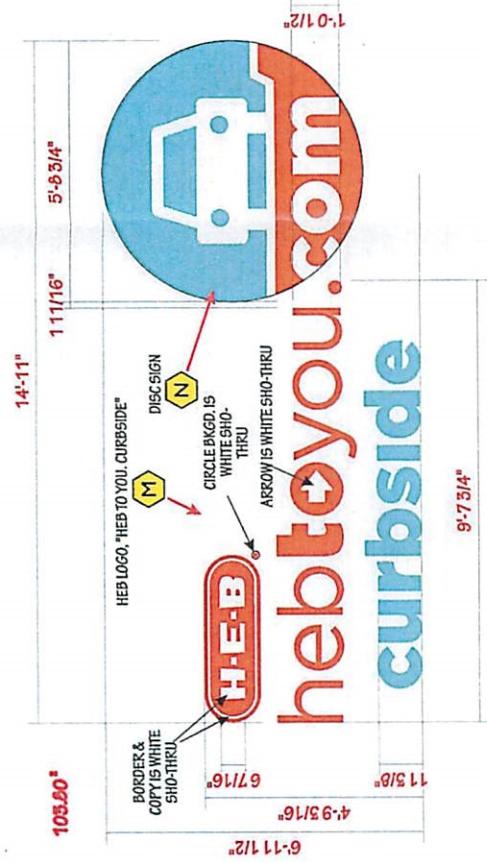
- Approved
- Approved As Noted
- Revisé & Rebuilt

By: _____
Date: _____

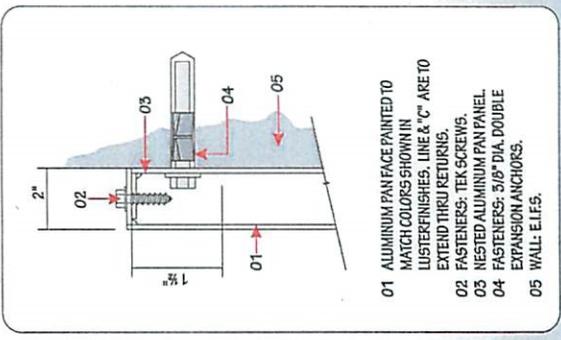
Client: HEB
Location: Typical
Salesperson: Pete Sitterle
Prj. Mng.: Tammy Colson
Date: None
Designer: David Gamez
File Name: 16-3161
Standard Store Sign Package
R3
Proposal #: N/A
Job #: **NA**

Revisions
#16-31-1600: Add Sign 11/16/16
#16-31-1600: Add Sign 11/16/16
#16-31-1600: Add Sign 11/16/16
#16-31-1600: Add Sign 11/16/16

Comet Signs
TDLR #: 18010
Corpus Christi Office
Ben Antonio
13330 S. J. W. Hwy. 183
San Antonio, TX 78218
PH: (817) 341-7844
Dallas / Ft. Worth Branch
13330 S. J. W. Hwy. 183
Ft. Worth, TX 76116
PH: (817) 341-7844
Houston Branch
28008 G. Washhouse Rd.
Houston, TX 77065
PH: (832) 408-7481
Arlington Office
24457 S. Loop W. 4, Bldg. 1B
Arlington, TX 76010
PH: (817) 678-8900



NON-LIT DISC



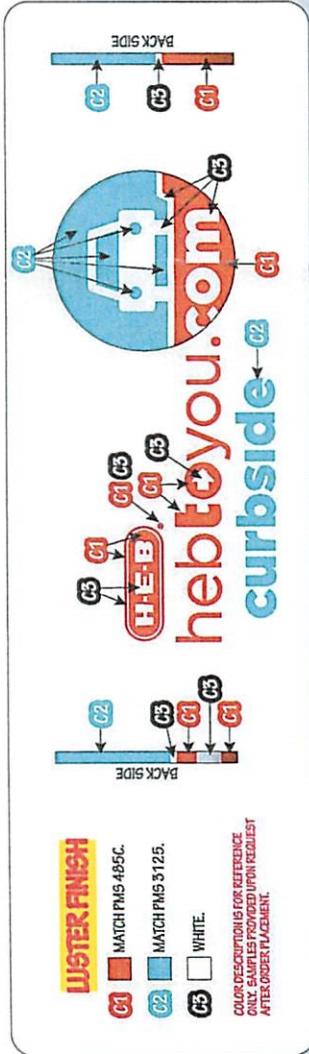
- 01 ALUMINUM PAN FACE PAINTED TO MATCH COLORS SHOWN IN LUSTER FINISHES. LINE & 'C' ARE TO EXTEND THRU RETURNS.
- 02 FASTENERS: TEK SCREWS.
- 04 FASTENERS: 5/8" DIA. DOUBLE EXPANSION ANCHORS.
- 05 WALL: EIFS.

SECTION THRU DISC SCALE: N.T.S.

SCALE: 3/8"=1'-0"
REVISION # 3

HEAT-TRANSFER VINYL & 9/16" DISC

- M WHITE LUSTER HEAT-TRANSFER VINYL PRINTED RED & BLUE; LAMINATE OVERLAY.
- N SEE "SECTION THRU DISC" FOR DETAILS.



- LUSTER FINISH**
- C1 MATCH PMS 485C.
 - C2 MATCH PMS 3125.
 - C5 WHITE.

COLOR DESCRIPTION IS FOR REFERENCE ONLY. SAMPLES PROVIDED UPON REQUEST AFTER ORDER PLACEMENT.

COLORS IDENTIFICATION SCALE: N.T.S.



- Approved
- Approved As Noted
- Revise & Resubmit

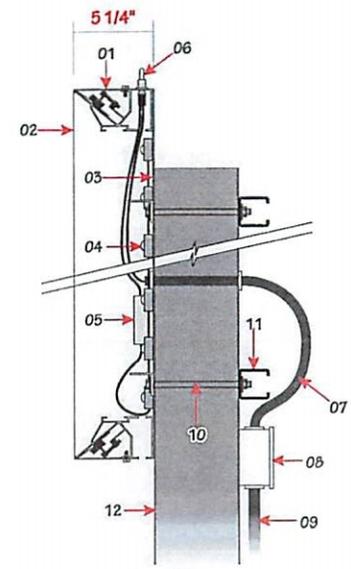
By: _____
Date: _____

Client: HEB
Location: Typical
Salesperson: Pete Sitterle
Prj. Mngr.: Tammy Colson
Date: None
Designer: David Gamez
File Name: 16-3161
Standard Store Sign Package R3
Proposal #: N/A
Job #: N/A

Revisions

R114-21-1600: Added Sign 'L' (another HEB channel letters), Sign 'T' (retail "drive thru" & "TX" from white to red).
R215-2-1600: Added Sign 'M' (another HEB channel letters).
R215-11-1600: Added Curbside signs.

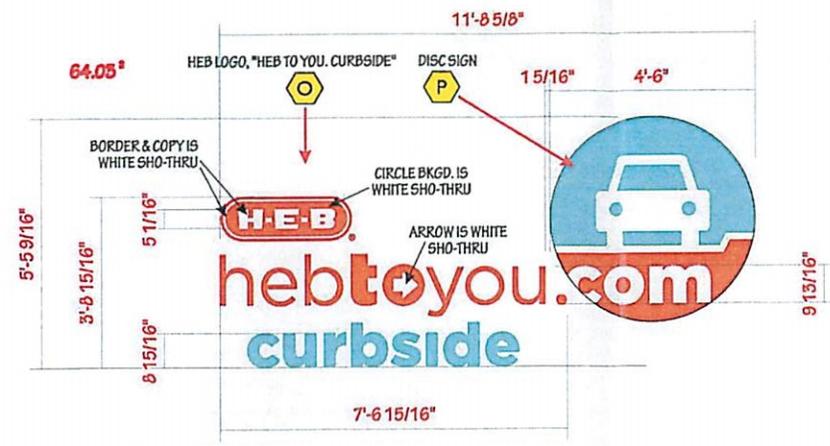
LIT DISC



- 01 BLEED FACE FRAME: ALUMINUM EXTRUSION (EXCELLART 6063-T6) - PAINTED TO MATCH ADJACENT FACE COLORS (BLUE, WHITE & RED).
- 02 FACE: PRINTED FLEX.
- 03 BACK: .125 ALUMINUM.
- 04 LIGHTING: WHITE LED.
- 05 POWER SUPPLY: SELF-CONTAINED.
- 06 DISCONNECT SWITCH.
- 07 ELECTRICAL FROM INSIDE OF SIGN TO J-BOX: INSIDE SEALTITE CONDUIT - BY COMET SIGNS BUT FINAL CONNECTION BY OTHERS.
- 08 J-BOX - BY OTHERS.
- 09 PRIMARY ELECTRICAL FROM SWITCH PANEL BOX TO J-BOX: INSIDE GREENFIELD CONDUIT - BY OTHERS.
- 10 FASTENERS: 3/8" THRU BOLTS.
- 11 STEEL KENDORF.
- 12 WALL.

SECTION THRU DISC

SCALE: N.T.S.



HEAT-TRANSFER VINYL & S/F DISC

SCALE: 5/8"=1'-0"

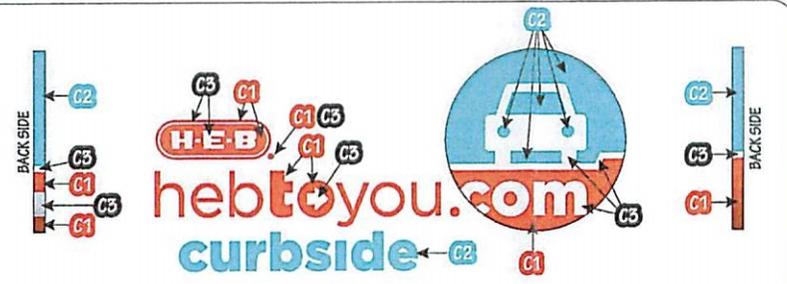
REVISION # 3

- O** WHITE LUSTER HEAT-TRANSFER VINYL. PRINTED RED & BLUE; LAMINATE OVERLAY.
- P** SEE "SECTION THRU DISC" FOR DETAILS.

LUSTER FINISH

- C1** MATCH PMS 485C.
- C2** MATCH PMS 5125.
- C3** WHITE.

COLOR DESCRIPTION IS FOR REFERENCE ONLY. SAMPLES PROVIDED UPON REQUEST AFTER ORDER PLACEMENT.



COLORS IDENTIFICATION

SCALE: N.T.S.



TDLR #: 18010

Corporate Office
San Antonio
238 West Tuleo
San Antonio, TX 78218
Ph: (210) 341-7244

Dallas / Ft. Worth Branch
1338 S. Irving Heights Dr.
Irving, TX 75060
Ph: (972) 870-1594

Houston Branch
8806 Greenhouse Rd.
Houston, TX 77064
Ph: (281) 498-6681

Austin Branch
8457 S. Loop 4, Bldg. 1B
Austin, TX 78710
Ph: (512) 878-8800



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- Approved
- Approved As Noted
- Revise & Resubmit

By: _____
Date: _____

Client: HEB
Location: Typical
Salesperson: Pete Sitterle
Prj. Mngr.: Tammy Colson
Date: None
Designer: David Gamez
File Name: 16-3161
Standard Store Sign Package
R3
Proposal #: N/A
Job #: **N/A**

Revisions
E114-21-1600: Added Sign "L" (another HEB channel letters). Sign "L" read "John-Ken" & "K" from white to red.
E215-2-1600: Added Sign "M" (another HEB channel letters).
E215-11-1600: Added Curbside signs.



TDLR #: 18010

Corporate Office
San Antonio
5208 West Turbo
San Antonio, TX 78218
Ph: (810) 341-7844

Dallas / Ft. Worth Branch
1338 S. Irving Heights Dr.
Irving, TX 75060
Ph: (972) 870-1594

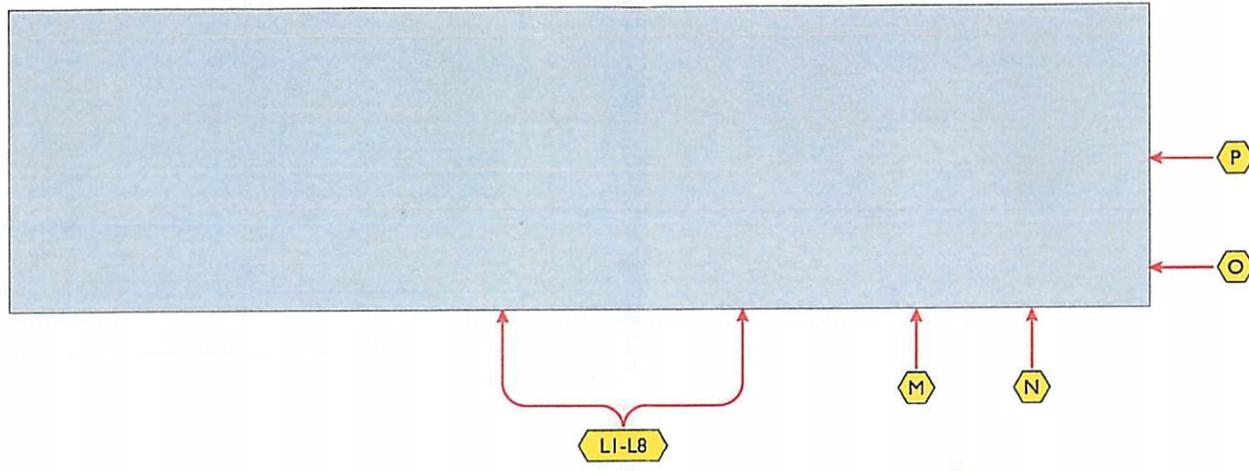
Houston Branch
2908 Greenhouse Rd.
Houston, TX 77054
Ph: (281) 482-6581

Austin Branch
9457 E. Loop 4, Bldg. 1B
Austin, TX 78710
Ph: (512) 872-2800



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Page: 17 of 17



CURBSIDE GRAPHIC SITE PLAN

SCALE: N.T.S.

REVISION # 3

Exhibit "H"
Adjacent Parcel

GARTH ROAD
15.26 ACRES

APRIL 20, 2016
JOB NO. 3678-00

DESCRIPTION OF A 15.26 ACRE TRACT OF LAND SITUATED IN THE
WILLIAM C. & CHARLES BOSWELL SURVEY, ABSTRACT NO. 1562
AND THE W. C. RAILROAD CO. SURVEY, ABSTRACT NO. 899
CITY OF BAYTOWN
HARRIS COUNTY, TEXAS

BEING a 15.26 acre (664,836 square foot) tract of land situated in the William C. & Charles Boswell Survey, Abstract No. 1562 and the W. C. Railroad Co. Survey, Abstract No. 899 of Harris County, Texas and being a portion of Lots 10A, 10B, 12 and 13, Block 20 of the Supplement Map of HIGHLAND FARMS, recorded in Volume 10, Page 47, of the Harris County Map Records (H.C.M.R.) same being a portion of a called 126.735 acre tract described in a deed to GARTH-ARCHER, CHARLES H. GRUBE, LTD, recorded under Harris County Clerk's File Number (H.C.C.F. No.) D806833, said 15.26 acre tract of land described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod with BHA cap (control monument) found for the southeast intersection of Garth Road (width varies) recorded in Volume 7, Page 60 and Volume 10, Page 47, of the H.C.M.R. and under H.C.C.F. No's F804908 and F858084 and Hunt Road (width varies) Volume 7, Page 60 and Volume 10, Page 47, of the H.C.M.R. and under H.C.C.F. No's 20110356028 and 20110279891;

THENCE, S 08°25'05" E, a distance of 433.96 feet along the easterly right-of-way line of said Garth Road to a 1/2-inch iron pipe with Brown & Gay cap set for the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, over and across said 126.735 acre tract the following courses and distances:

N 81°32'35" E, a distance of 763.99 feet to a 1/2-inch iron pipe with Brown & Gay cap set for a corner of the herein described tract;

S 08°27'25" E, a distance of 5.75 feet to a 1/2-inch iron pipe with Brown & Gay cap set for an interior corner of the herein described tract;

N 81°32'35" E, a distance of 338.23 feet to a 1/2-inch iron pipe with Brown & Gay cap set for the most northerly northeast corner of the herein described tract;

S 08°53'33" E, a distance of 254.26 feet to a 1/2-inch iron pipe with Brown & Gay cap set for an interior corner of the herein described tract;

N 81°32'35" E, a distance of 207.58 feet to a 1/2-inch iron pipe with Brown & Gay cap set for the most easterly northeast corner of the herein described tract;

S 08°26'25" E, a distance of 258.83 feet to a 1/2-inch iron rod with BHA cap found for the southeast corner of the herein described tract in the northerly line of a called 4.5856 acre tract as described in a deed to Diamond Shamrock Corporation, recorded under H.C.C.F. No. F101300;

THENCE, S 69°40'11" W, a distance of 887.66 feet along said northerly line to a 1/2-inch iron with BHA cap found for an angle point in the easterly line of TRACTOR SUPPLY COMPANY PLAT, a subdivision recorded under Film Code Number 606186 of the H.C.M.R. and being the most southerly southwest corner of the herein described tract;

GARTH ROAD
15.26 ACRES

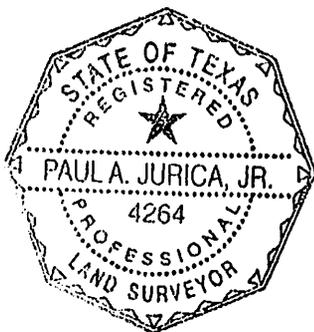
APRIL 20, 2016
JOB NO. 3678-00

THENCE, N 08°25'05" W, a distance of 270.33 feet along the easterly line of said TRACTOR SUPPLY COMPANY PLAT to a 1/2-inch iron with BHA cap found for the northeast corner of said TRACTOR SUPPLY COMPANY PLAT and being an interior corner of the herein described tract;

THENCE, S 81°34'55" W, a distance of 443.47 feet along the north line of said TRACTOR SUPPLY COMPANY PLAT to a 1/2-inch iron with BHA cap found for the northwest corner of said TRACTOR SUPPLY COMPANY PLAT and being the most westerly southwest corner of the herein described tract in the easterly right-of-way line of said Garth Road;

THENCE, N 08°25'05" W, a distance of 430.84 feet along said easterly right-of-way line to the **POINT OF BEGINNING** and containing 15.26 acres (664,836 square feet) of land.

Bearing orientation is based on the Texas Coordinate System, South Central Zone 4204, NAD-83.



A handwritten signature in black ink, appearing to read "Paul A. Jurica, Jr.", written over a horizontal line.

Paul A. Jurica Jr. RPLS No. 4264
Brown & Gay Engineers, Inc.
10777 Westheimer Road, Suite 400
Houston, Texas 77042
Telephone: (281) 558-8700
TBPLS Licensed Surveying Firm No. 10106500

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

HEB Grocery Company, LP
 San Antonio, TX United States

Certificate Number:
 2016-52431

Date Filed:
 05/09/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Baytown, Texas

Date Acknowledged:

5/26/2016

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

05122016
 Economic Development Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Butt, Charles C.	San Antonio, TX United States	X	
	Crook, Eleanor B.	San Marcos, TX United States	X	
	Butt, III, Howard E.	San Antonio, TX United States	X	
	Butt, Stephen W.	Fort Worth, TX United States	X	
	Boyan, Craig L.	San Antonio, TX United States	X	
	Lindquist, Judith A.	San Antonio, TX United States	X	
	Otto, Martin H.	Austin, TX United States	X	
	Piland, Todd A.	San Antonio, TX United States	X	
	Baker, Karl	San Antonio, TX United States		X
	Rose, John	Dallas, TX United States		X
	Jacobson, III, Grant H.	San Antonio, TX United States		X

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

HEB Grocery Company, LP
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Baytown, Texas

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5/26/2016

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

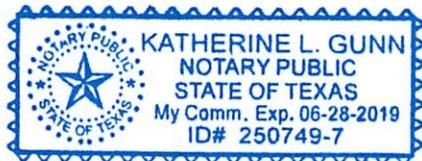
05122016
Economic Development Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Handwritten Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Stephen L. Golden, this the 9th day of May, 2016, to certify which, witness my hand and seal of office.

Katherine L. Gunn
Signature of officer administering oath

Katherine L. Gunn
Printed name of officer administering oath

Notary Public
Title of officer administering oath