CHAPTER 381 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN WASHINGTON COUNTY, TEXAS AND ACADEMY, LTD., d/b/a ACADEMY SPORTS + OUTDOORS, INC.

This Chapter 381 Economic Development Agreement (the "Agreement") is entered into as of November 2, 2023 (the "Effective Date") by and between the Washington County, Texas (the "County"), by and through its County Judge, and Academy, Ltd., a Texas limited partnership d/b/a Academy Sports + Outdoors, Inc., a Delaware corporation ("Academy"), the County and Academy collectively sometimes referred to herein as the "Parties."

WTNESSETH:

WHEREAS, Chapter 381 of the Texas Local Government Code permits cities to make loans or grants of public funds for the purpose of promoting economic development and stimulating business and commercial activity within the County; and

WHEREAS, Academy seeks to construct and develop approximately 63,244 square feet of retail commercial space as a freestanding building and associated improvements (the "Project") as shown on the site plan attached hereto as Exhibit "A" and incorporated herein for all purposes pertinent, on approximately 5.95 acres in the Brenham Market Square mixed-use development located on the westbound U.S. Highway 290 East Service Road between Cantey Street and Chappell Hill Street in Brenham, Texas (the "Property"); and

WHEREAS, Academy has presented an economic assistance request to the County that will facilitate design and construction of the Project in a specified time described herein and according to all City development and design ordinances, guidelines, rules, and regulations; and

WHEREAS, the development of the Project by Academy will involve a capital investment of at least Eight Million Eight Hundred Thousand and No/100 Dollars ($8,800,000.00) exclusive of land acquisition costs, but including development, construction costs, and furniture, fixtures and equipment ("FF&E"); and

WHEREAS, the County estimates that the economic benefit of the Brenham community from the Project will consist of approximately forty-one (41) full-time equivalent employee positions, additional sales tax collected and remitted each year during the store's operation, and additional sales tax paid on new equipment; and

WHEREAS, the County has determined that construction of the Project will positively impact the local economy through expansion of the County's ad valorem tax base, sales tax revenue, and creation of jobs in the community; and

WHEREAS, the Commissioners Court of the County supports the continued growth and expansion of economic development in the County by entering into this Agreement to promote and expand desirable commercial growth within the County;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1.
AUTHORIZATION AND PROGRAM ESTABLISHMENT

1.01 The Commissioners Court of the County hereby establishes a Chapter 381 economic development program (the "Program") to encourage economic development within the County and promote new businesses, and the Commissioners Court finds and determines that this Agreement will effectuate the purposes of the Program, and that Academy's performance of its obligations herein will promote local economic development and stimulate business and commercial activity in the County.

ARTICLE 2.
DEFINITIONS

2.01 The terms "Agreement," "Effective Date," "County," "Academy," "Project," "Property," "Parties," and "Program" shall have the meanings provided herein above.

2.02 "Sales Tax Revenue" shall mean the actual annual sales tax revenue received by the County for the County's three-eighth cent (0.375 cent) sales tax assessed on sales attributable to the Project.

2.03 "Grant Payment(s)" means the periodic payments made by the County to Academy to reimburse Sales Tax Revenue received by the County from the Project as provided herein.

2.04 "Cumulative Total Grant Payment(s)" means the cumulative total of Grant Payments to Academy received from the County related to the Project as provided herein.

2.05 "Sales Tax Grant Payment Due Date" means March 1 following the end of each fiscal year of the County in which the County received Sales Tax Revenue from the Project.

ARTICLE 3.
TERM

3.01 The term of this Agreement ("Term") shall commence on the Effective Date herein above and, unless otherwise terminated earlier in accordance with this Agreement, shall terminate on the date that the County has paid Grant Payments pursuant to this Agreement totaling Five Hundred Thousand and No/100 Dollars ($500,000.00), or March 2, 2034, whichever occurs earlier.

ARTICLE 4.
COVENANTS OF ACADEMY

4.01 Covenants Regarding Construction and Development. In consideration of the County agreeing to pay Academy Grant Payments in accordance with the terms, provisions, and conditions of this Agreement, Academy agrees to the following obligations:

(A) Design and construct the Project in accordance with the statutes, ordinances, rules, and regulations of the City of Brenham, as well as applicable local, county, state, and federal laws. Further, Academy will design and construct the Project in accordance with Exhibit "B" attached hereto and incorporated herein for all purposes pertinent.

(B) The total investment by Academy in project design, development, installation, construction, and FF&E shall be at least Eight Million Eight Hundred Thousand and No/100 Dollars ($8,800,000.00). For the purposes of this Section 4.01(B), expenditures made by Academy for the acquisition of the Property shall be excluded in calculating the total amount of investment by Academy in the Project. The parties recognize that capital investment or costs do not necessarily equal taxable value.

(C) Academy shall timely pay and remain current on all property taxes imposed on the Project, or any portion thereof, subject to appeal rights in accordance with applicable law, and subject to a right to cure any delinquency.

1. Academy shall have the right to protest, contest, or litigate: (a) any assessment of the value of the Project by the Washington County Appraisal District which appraises real or personal property on all or any part of the Project; and (b) any tax imposed on the Project by any taxing authority with jurisdiction that includes the Project.

(D) Academy shall complete construction of the Project on the Property, obtain a Certificate of Occupancy issued by the City, and be open to the public and fully operational no later than January 1, 2024. Further, during the time this Agreement is in effect, Academy shall continuously occupy the Property and utilize the entirety of the Project, consisting of approximately 63,244 square feet of retail commercial space as a freestanding building and associated improvements, for its sporting goods and related retail business operations. Academy expressly agrees that in the event Academy leases, subleases, or assigns any interest in any portion of the Property to any other person or entity which results in any reduction to the 63,244 square feet intended under this Agreement to be utilized for Academy's sporting goods and related retail business operations, the County's Grant Payments to Academy shall be reduced by the same percentage reduction on a pro rata basis. For example purposes only, if Academy leases, subleases, or assigns any interest in any portion of the Property to any other person or entity which reduces the amount of square feet used for its sporting goods and related retail business operations from 63,244 square feet to 31,622 square feet, equaling a fifty percent (50%) reduction, the County's Grant Payments to Academy shall be reduced by 50% for the year in which the reduction occurs as well as all subsequent years of the Agreement during which a reduction in square footage remains in effect.

(E) In the event Academy ceases operations at the Property or leases, subleases, or assigns any interest in any portion of the Property to any other person or entity which reduces the amount of square feet used for its sporting goods and related retail business operations from 63,244 square feet to less than 31,622 square feet, or by more than a fifty percent (more than 50% reduction), the County's Grant Payments to Academy shall immediately be suspended and cease, and this Agreement shall automatically terminate without the necessity of any action by the County. In such case, the parties shall enter into discussions in an attempt to negotiate a new agreement related to sales tax reimbursement incentives. Notwithstanding anything to the contrary in this Agreement, the remedies set forth in this section and the immediately preceding section shall be the sole remedies available in the event of a cessation of operations or reduction in square footage.

(F) [Reserved]

ARTICLE 5.
PROGRAM GRANT

5.01 Subject to Academy complying with its duties and obligations in this Agreement, the County agrees that Academy shall be entitled to receive a percentage share of the County's three-eighth of one percent (0.375 of one percent) Sales Tax Revenue generated by the Project for each year of the Term until the total Grant Payments by the County equal Five Hundred Thousand and No/100 Dollars ($500,000.00). The parties acknowledge and agree that the Estimated Program Grant Schedule in Section 5.02 sets forth estimations, and the actual amount of the Grant Payments shall be set by the Sales Tax Revenues multiplied by the percentage contribution established in this Agreement. The Cumulative Total Grant Payments of the County shall not exceed Five Hundred Thousand and No/100 Dollars ($500,000.00). The combined Cumulative Total Grant Payments of the City, County and the Brenham Community Development Corporation shall not exceed One Million Five Hundred Thousand and No/100 Dollars ($1,500,000.00).

5.02 The percentage annual share of the Sales Tax Revenue shall be eighty percent (80%) throughout the Term of the Agreement, as depicted on the following Estimated Program Grant Schedule. Grant Payments to Academy shall be paid annually according to the Sales Tax Grant Payment Due Date as defined herein above in Article 2 and shall, except as otherwise provided in this Agreement, continue throughout the Term of this Agreement or until the Cumulative Total Grant Payments to Academy under this Agreement total Five Hundred Thousand and No/100 Dollars ($500,000.00), whichever occurs first. Any sales tax received before January 1, 2024 is excluded from this Agreement. Year 1 is defined as January 1, 2024 through December 31, 2024.

	Estimated Program Grant Schedule	
Year	County Sales Tax Revenue	80% of County Sales Tax Revenue
1	$73,875	$59,100
2	$76,091	$60,873
3	$78,374	$62,699
4	$80,725	$64,580
5	$83,147	$66,518
6	$85,641	$68,513
7	$88,211	$70,568
8	$90,857	$47,149
TOTAL		**$500,000**

ARTICLE 6.
AUTHORITY; COMPLIANCE WITH LAW

6.01 Academy hereby represents and warrants to the County that it has full lawful right, power, and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by Academy and this Agreement constitutes the legal, valid, and binding obligation of Academy, and is enforceable in accordance with is terms and provisions.

6.02 Notwithstanding any other provision of this Agreement, Academy shall comply with all federal, state, and local laws and regulations.

6.03 Academy certifies that Academy does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If Academy is convicted of a violation under 8 U.S.C. § 1324a(f), that is proven to have occurred during the Term of this Agreement, Academy shall repay the full amount of any Grant Payments made by the County.

ARTICLE 7.
BREACH AND REMEDY; TERMINATION; ADDITIONAL REMEDIES

7.01 Except as otherwise provided in this Agreement, should either Party fail to comply with any of the material terms or conditions of this Agreement, and any such failure (hereinafter, a "breach") specified, remains uncured for thirty (30) days following the breaching party's receipt of written notice (the "Breach Notice") from the non-breaching party, delivered in accordance with Section 12.09 herein below, of the event and nature of such breach; provided, however, that if such breach is not reasonably susceptible of cure within such thirty (30) day period and the breaching party has commenced and is continuing to diligently pursue the cure of such breach, then after first advising the non-breaching party

of such cure efforts, the breaching party shall automatically receive an additional thirty (30) day period within which to cure such breach. The non-breaching party may authorize additional time to cure any such breach but is not obligated to grant such additional time. Notwithstanding anything expressed or implied herein to the contrary, no breach shall exist if the failure of either party to fully perform its obligations hereunder is the result of a force majeure event as defined in Article 8 herein below. Further, time for cure of a breach by the breaching party shall be extended by the reasonable time the breaching party is delayed by a force majeure event.

7.02 Upon the occurrence and during the continuation of any uncured breach, the County shall have the right to suspend the Grant Payments specified in Article 5 herein above, pursuant to a notice (the "Suspension Notice") delivered in accordance with Section 12.09 herein below. If the County delivers a Suspension Notice pursuant to this Section 7.02, then Academy shall thereafter have no right to receive the Grant Payments specified in Article 5 herein above unless and until Academy has cured the breach or breaches specified in the Breach Notice.

7.03 This Agreement shall terminate upon any one of the following:

(A) Except as set forth in Section 3.01 above, March 2, 2034, or at such time when the County has paid Grant Payments under this Agreement totaling Five Hundred Thousand and No/100 Dollars ($500,000.00), whichever occurs first.

(B) Subject to the right to cure described in this Article 7, upon written notice from Academy to the County, upon any breach by the County of its obligations specified in this Agreement.

(C) Subject to the right to cure described in this Article 7, upon written notice from the County to Academy, upon any breach by Academy of its obligations specified in this Agreement.

7.04 Except as provided otherwise herein, in the event this Agreement is terminated due to Academy's breach of any term or obligation of this Agreement, in addition to any other rights and remedies available to the County, Academy shall make repayment to the County of all monetary benefits provided to Academy pursuant to this Agreement. Repayment shall be made to the County within sixty (60) days of the termination of this Agreement as provided herein. Amounts required to be repaid to the County pursuant to this Agreement shall be repaid with interest, bearing an interest rate of ten percent (10%) per annum, said interest accruing beginning on the date of the original payment by the County to Academy. This Section 7.04 shall survive termination of this Agreement.

ARTICLE 8.
FORCE MAJEURE

8.01 Performance of the parties' obligations under this Agreement shall be subject to extension due to delay by reasons of events of force majeure, and the parties' obligations shall be abated during any period of force majeure. Force majeure shall include, without limitation, damage or destruction by fire or other casualty, condemnation, strike, lockout, civil

disorder, war, unreasonable delay in issuance of any permit and/or legal authorizations (including engineering approvals by any governmental entity), unreasonable delay in government approvals and permits, shortage or delay in shipment of materials or fuel occasioned by any event referenced herein, acts of God, unusually adverse weather or wet soil conditions, pandemic, epidemic, or other public health emergency, or other causes beyond the parties' reasonable control, including but not limited to, any governmental order or restriction, or any court order or judgment resulting from any litigation affecting the Project, Property, or this Agreement.

ARTICLE 9.
GIFT TO PUBLIC SERVANT OR TO ACADEMY REPRESENTATIVE

9.01 No Benefit. Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer, or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this Section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.

9.02 Right of Reimbursement. Notwithstanding any other legal remedies, the County may obtain reimbursement for any expenditure made to Academy as a result of the improper offer, agreement to confer, or conferring of a benefit to a County employee or official.

ARTICLE 10.
ASSIGNMENT

10.1 Academy may not assign any part of this Agreement without express written approval by the Commissioners Court of the County, which approval will not be unreasonably withheld, provided that any approved assignee assumes, in writing, all of Academy's obligations under this Agreement.

ARTICLE 11.
INDEMNIFICATION

11.01 ACADEMY EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY, AND ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, AND VOLUNTEERS AGAINST ANY AND ALL THIRD PARTY CLAIMS, LAWSUITS, LIABILITIES, JUDGEMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES, OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF ACADEMY OR ITS OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, EXCEPT TO THE EXTENT

CAUSED BY THE COUNTY, OR ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, OR VOLUNTEERS. Nothing in this paragraph may be construed as waiving any governmental immunity or other defense available to the County under state or federal law except as expressly provided herein. This provision is solely for the benefit of Academy and the County and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

11.02 It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The County (including its past, present, and future officers, elected officials, directors, employees, and agents of the County) does not assume any responsibility to any third party in connection with Academy's construction of the Project.

ARTICLE 12.
MISCELLANEOUS MATTERS

12.01 Time is of Essence. Time is of the essence in this Agreement. The Parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

12.02 Applicable Law and Venue. This Agreement is made subject to and in accordance with all applicable local, state, or federal laws, ordinances and regulations. This Agreement is performable in Washington County, Texas. Exclusive venue for any action arising under or involving this Agreement shall lie in the State District Courts of Washington County or if in federal court, the United States District Court for the Western District of Texas.

12.03 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any Party based on draftsmanship.

12.04 Counterparts Deemed Original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

12.05 Relationship of Parties. The Parties shall not be deemed in a relationship of partners or joint ventures by virtue of this Agreement, nor shall either Party be an agent, representative, trustee, or fiduciary of the other. Neither Party shall have any authority to bind the other to any agreement.

12.06 Governmental Powers. By execution of this Agreement, the County does not waive or surrender any governmental immunities, powers, or rights.

12.07 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

12.08 Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without mutual written agreement of the parties to be attached and made a part of this Agreement.

12.09 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (1) delivered personally, with a receipt requested therefore; or (2) sent by a nationally recognized overnight courier service; or (3) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below and shall be effective (1) upon receipt of or refusal if delivered personally; (2) one business day after depositing, with such an overnight courier service, or (3) three business days after deposit in the United States mail, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

Academy:	Academy Sports + Outdoors 1540 N. Mason Road Katy, Texas 77449 ATTN: Brian Ferguson
With a copy to:	Attorney
County:	Washington County 100 E. Main, Suite 104 Brenham, TX 77833 (979) 277-6200 Fax (979) 277-6215 ATTN: Washington County Judge
With a copy to:	Renee Ann Mueller, County Attorney Washington County 100 E. Main, Suite 200 Brenham, TX 77833 (979) 277-6200 Fax (979) 277-6215 rmueller@wacounty.com

12.10 Amendment. This Agreement may only be amended by mutual written agreement of the parties.

12.11 Severability. In the event that any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence,

phrase, or word. In the event that there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal, and enforceable.

12.12 Attorney's Fees. The parties hereto agree that the prevailing party in any dispute, lawsuit, or legal proceeding between the parties arising out of this Agreement shall be entitled to receive its reasonably attorney's fees and costs.

EXECUTED on the respective dates of acknowledgement, to be effective as of the date first set forth above.

WASHINGTON COUNTY, TEXAS

John Durrenberger
County Judge

ATTEST

Beth Rothermel
County Clerk

APPROVED AS TO FORM

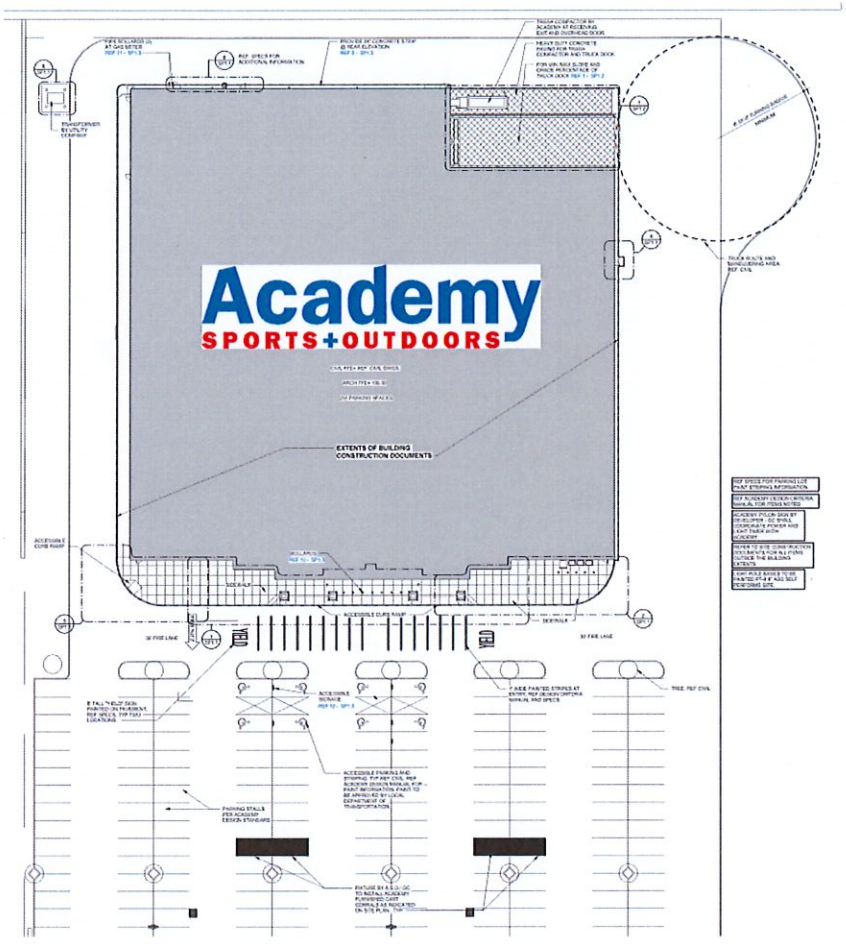
Renee Ann Mueller, County Attorney

ACADEMY LTD. d/b/a
ACADEMY SPORTS + OUTDOORS
A Delaware Corporation

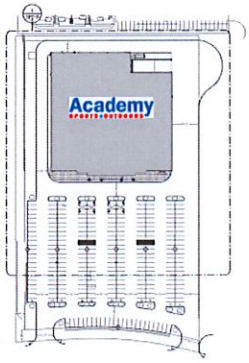
By: **ACADEMY MANAGING CO., L.L.C.**, a Texas limited liability company, its general partner

By: Carl Ford
Carl Ford (Nov 10, 2023 13:01 CST)
Name: Carl Ford
Title: EVP, Chief Financial Officer

EXHIBIT A - PAGE 1



1 SITE PLAN



2 SITE PLAN OVERALL

SITE PLAN GENERAL NOTES

1. REFER TO SITE CONSTRUCTION DOCUMENTS FOR PAD SUBSITE DETAILS.
2. REFER TO SITE CONSTRUCTION DOCUMENTS FOR ALL ACCESSIBLE ROUTES FROM THE BUILDING TO PUBLIC WAY.
3. ALL ACCESSIBLE PARKING SPACES SHALL BE LOCATED ON ALL SIDES WITH ACCESS AISLE.
4. REFER TO SITE CONSTRUCTION DOCUMENTS FOR ALL PAVING DETAILS AND DIMENSIONS.
5. REFER TO SITE CONSTRUCTION DOCUMENTS FOR ALL SIGNAGE AND STRIPING.
6. REFER TO SITE CONSTRUCTION DOCUMENTS FOR FIRE LANE STRIPING & SIGNAGE.
7. REFER TO SITE CONSTRUCTION DOCUMENTS FOR ALL UTILITY SERVICES TO THE SITE.
8. BUILDING CORNER TO IDENTIFY EXACT LOCATION OF BUILDING. REFER TO SITE CONSTRUCTION DOCUMENTS PRIOR TO CONSTRUCTION OF THE BUILDING.
9. CONTRACTOR SHALL COORDINATE WITH THE SITE CONSTRUCTION DOCUMENT ENGINEER AND NOTIFY THE LOCAL UTILITY COMPANIES FOR ALL PUBLIC UTILITIES.
10. REFER TO SITE CONSTRUCTION DOCUMENTS FOR THE SIDEWALKS ADJACENT TO THE BUILDING, THE LOADING DOCK & TRASH COMPACTOR HEAVY DUTY PAVING.
11. CARE SHALL BE TAKEN WITH NEW CONSTRUCTION ALIGNING ADJACENT WALKWAYS SMOOTHLY. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED AND SHALL BE RESTORED TO ORIGINAL CONDITION BY THE CONTRACTOR.
12. THE BUILDING CONTRACTOR TO COORDINATE ALL STAGING AREAS WITH ACADEMY PROJECT MANAGER AND SHALL NOT DISTURB OR ENCROACH ADJACENT PROPERTIES.
13. THE CONTRACTOR SHALL COORDINATE ALL ACCESS TO ADJACENT SITES OR ROADWAYS.
14. PROPER SITE DRAINAGE SHALL BE ESTABLISHED PRIOR TO START OF CONSTRUCTION AND THEN SHOULD DURING CONSTRUCTION PROCESS PER SITE CONSTRUCTION DOCUMENTS.
15. COORDINATE WITH THE SITE CONSTRUCTION DOCUMENTS ON THE LOCATION OF EXIST. POWER POLES AND ANYBRAKE PRIOR TO THE INSTALLATION OF SIDEWALKS.
16. 24'-0" CLEARANCE SHALL BE MAINTAINED AROUND ALL FIRE HYDRANTS.
17. FIRE HYDRANT CLEARANCE SHALL BE BETWEEN 2'-0" AND 6'-0" ABOVE FINISHED GRADE.
18. BUILDING/SITE CONTRACTOR TO PROVIDE GUARD POSTS AROUND THE TRANSFORMER. TOTAL NUMBER OF GUARD POSTS & EXACT LOCATION TO BE COORDINATED WITH CITY & GAS COMPANY REGULATIONS.
19. PROVIDE GUARD POSTS AROUND THE GAS METER. TOTAL NUMBER OF GUARD POSTS & EXACT LOCATION TO BE COORDINATED WITH CITY & GAS COMPANY REGULATIONS.
20. REFER TO SITE CONSTRUCTION DOCUMENTS FOR DIMENSIONS LOCATION OF WING WALLS AT BOTH ACCESS POINTS.
21. IN FAV TO ACADEMY DESIGN CRITERIA MANUAL FOR PAINT
22. REFER TO CIVIL DRAWINGS FOR LOCATION OF PICK UP/MAIN ENTERING DOOR.
23. REFER TO ELECTRICAL AND CIVIL DRAWINGS FOR SITE LIGHTING LOCATIONS AND INFORMATION.
24. ALL PARKING STALLS TO BE PROVIDED AS SPECIFIED IN ACADEMY DESIGN STANDARDS.
25. SIDEWALK AND ALPHALT AS APPLICABLE TO MEET T.D. SLAB ELEVATION WITH ALL EXTERIOR DOORS. U.N.O. COORDINATE SITE CIVIL DRAWINGS FOR SLOPES.

SITE PLAN SHEET NOTES

1. DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED OTHERWISE.
2. VERIFY ALL SITE DIMENSIONS WITH SITE CONSTRUCTION DOCUMENTS.
3. COORDINATE WITH SITE CONSTRUCTION DOCUMENTS FOR GRADES AT RAILROAD RIGHT-OF-WAY.
4. SLOPES OF ALL WALKS NOT TO EXCEED 1:20 (5%) WITH A CROSS SLOPE NOT TO EXCEED 1:48 (2%).
5. 1/2" OF MAXIMUM THRESHOLDS AT ALL ENTRY/EXIT DOORS. AREA OF CONCRETE AND/OR PAVEMENT ADJACENT TO ANY ENTRY/EXIT DOORS NOT TO EXCEED 1:50 (2%) SLOPE IN ANY DIRECTION. CONCRETE/PAVEMENT TO BE SLOPED AWAY FROM BUILDING. REFER TO SITE CONSTRUCTION DRAWINGS FOR SITE COORDINATE WITH CIVIL DRAWINGS.
7. GRADE TO BE FLUSH WITH FINISH FLOOR ELEVATION AT ALL EXIT DOORS.
8. ACCESSIBLE PARKING SPACES SHALL NOT EXCEED 1:50 (2%) SLOPE IN ANY DIRECTION.
9. SPACE EXPANSION JOINTS TO ALIGN WITH EDGE RETURN PANEL JOINTS OF EVERY 40 SI-4'0IN - 20-0" MAXIMUM SPACING SPACE CONTROL JOINTS EVENLY BETWEEN EXPANSION JOINTS NO SPACING - 8-0" MAXIMUM SPACING BETWEEN CONTRACTION JOINTS.
11. THE DESIGNPOINTS NOTE STRONG SEWER. COORDINATE WITH SITE CONSTRUCTION DOCUMENTS.
12. CONCRETE WALKS WITHIN LIMITS OF WORK TO BE 4" THICK 3000 PSI COMPRESSIVE STRENGTH CONCRETE WITH #3 REBAR @ 24" O.C. EACH WAY UNLESS NOTED OTHERWISE ON STRUCTURAL SHEETS.
13. GAS STORAGE CAGES TO BE PLANNING & PAINTED AS PER ACADEMY DESIGN STANDARDS.

PRE-BUILDING CONSTRUCTION DOCUMENTS

PLAN SHOWN IS FOR PRE-BUILDING CONSTRUCTION DOCUMENTS ONLY. IT IS GOVERNED BY AGENCY APPROVAL REQUIRED AS PER SITE PLAN. THE SITE PLAN SHOWN IS FOR PRE-BUILDING CONSTRUCTION DOCUMENTS ONLY. IT IS GOVERNED BY AGENCY APPROVAL REQUIRED AS PER SITE PLAN. THE SITE PLAN SHOWN IS FOR PRE-BUILDING CONSTRUCTION DOCUMENTS ONLY. IT IS GOVERNED BY AGENCY APPROVAL REQUIRED AS PER SITE PLAN.

SITE CONSTRUCTION DOCUMENTS

SCOPE INCLUDES ALL SITE CIVIL, ARCHITECTURAL, MEP, AND LANDSCAPING DRAWINGS AND SPECIFICATIONS AS REQUIRED PER SITE PLAN. THE SITE PLAN SHOWN IS FOR "SITE CONSTRUCTION DOCUMENTS" ONLY. IT IS GOVERNED BY AGENCY APPROVAL REQUIRED AS PER SITE PLAN. THE SCOPE WILL BE BID AND CONSTRUCTED BY THE DEVELOPER.

CORE STATES GROUP

Academy SPORTS+OUTDOORS
BRENHAM, TX

SITE PLAN

SHEET
SP1.0

EXHIBIT A - PAGE 2

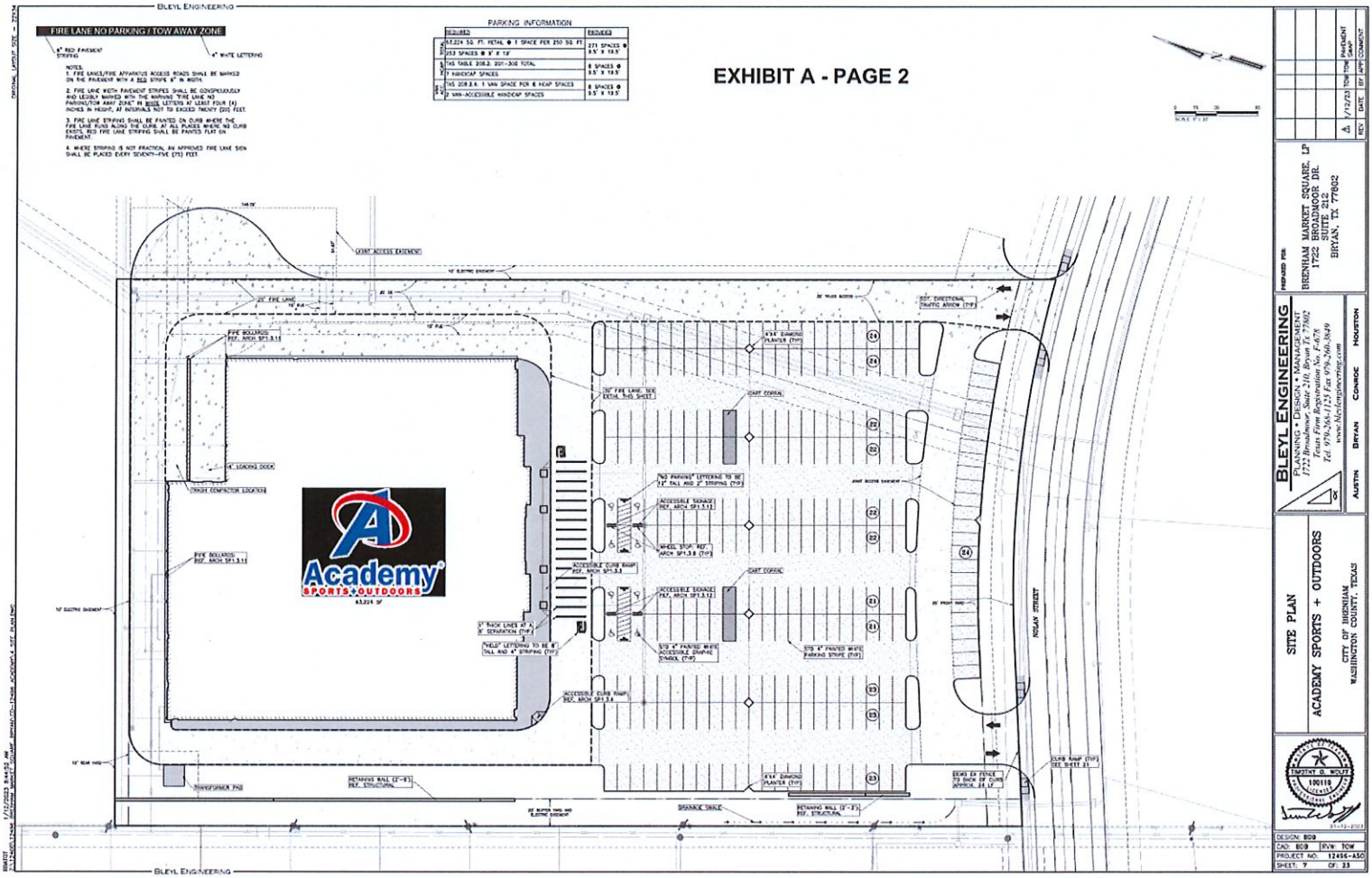


EXHIBIT "B"
Brenham Market Square - Architectural Enhancement Requirements

Developer shall design and construct all structures located within the Brenham Market Square Development in accordance with adopted City of Brenham Codes and Ordinances. Additionally, the Developer shall construct all structures within the subject tract in accordance with the following architectural enhancements which provide greater variations in material, color, and texture to the exterior walls (elevations) of each façade.

Said architectural enhancements are collectively referred to herein as the "Decorative Elements Threshold" and the elevations of *each* Building in the Project must include and satisfy *all* of the following elements:

1. "Primary Building Materials" (only brick, natural stone, fiber cement nichiha panels, glass or glazing) shall cover at least fifty-five percent (55%) of each Building elevation;

2. "Secondary Building Materials" (only concrete masonry unit, concrete panel construction (tilt wall) stucco, cement board siding, EIFS or architectural metal pan) shall cover no more than thirty percent (30%) of each Building elevation; and

3. "Accent Materials" such as door and window frames, lintels, canopies, cornices, architectural metalwork, glass block, copper flashing, EIFS accent features such as cornices, or similar materials may be used on no more than fifteen percent (15%) of each Building elevation.

The Developer shall have the option to elect to forego the Decorative Elements Threshold for each elevation *not* visible from a public right-of way (existing or planned), provided that the Primary Building Materials percentage shall increase in the following manner on all remaining elevations visible from the public right-of-way. Any facades not visible from the public right-of-way and applicable to the exception shall be painted an inconspicuous natural color (such as a shade of tan, brown or green).

1. "Primary Building Materials" (only brick, natural stone, fiber cement nichiha panels, glass or glazing) shall cover at least sixty-five percent (65%) of each Building elevation;

2. "Secondary Building Materials" (only concrete masonry unit, concrete panel construction (tilt wall) stucco, cement board siding, EIFS or architectural metal pan) shall cover no more than twenty-five percent (25%) of each Building elevation; and

3. "Accent Materials" such as door and window frames, lintels, canopies, cornices, architectural metalwork, glass block, copper flashing, EIFS accent features such as cornices, or similar materials may be used on no more than ten percent (10%) of each Building elevation.

Within thirty (30) days after completion of construction of all buildings within the subject tract, the Developer shall deliver a written certification to the City Manager, with sufficient supporting documentation, that the Decorative Elements Threshold has been satisfied in the construction of the buildings. Within thirty (30) days after the City Manager's receipt of the written certification from the Developer, the City Manager shall provide a written notice approving the certification or stating the specific item(s) within the certification of which the City Manager does not approve based on the as-built construction of the buildings on the subject tract, such approval of the City Manager not to be unreasonably withheld, conditioned or delayed.

Brenham Market Square - Architectural Enhancement Requirements

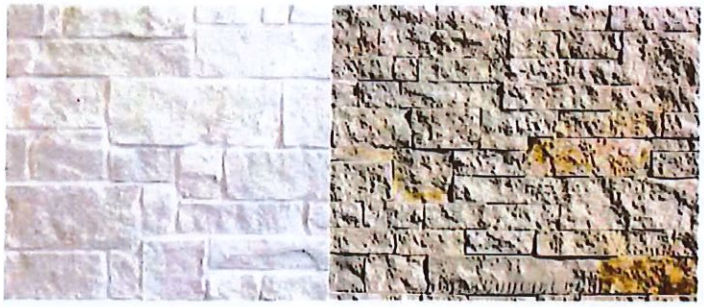
The following words, terms and phrases, when used in this agreement shall have the meanings ascribed to them in this exhibit, except where the context clearly indicates a different meaning.

Words and terms that are not expressly defined in this exhibit have their ordinary dictionary meanings, based on the latest edition of Merriam-Webster's Unabridged Dictionary. When not inconsistent with the context, words used in the present tense include the future; words used in the singular number include the plural; and words used in the plural number include the singular.

BRICK: A masonry building block of clay baked in a kiln until hard.



NATURAL STONE: Masonry construction using stone material may consist of granite, marble, limestone, slate, river rock, and other hard and durable naturally occurring all weather stone. Cut stone and dimensioned stone techniques are acceptable.





Brenham Market Square - Architectural Enhancement Requirements

GLASS WALLS. An exterior wall with a maximum reflectance of twenty (20) percent, which carries no structural loads and consists of a combination of metal, glass, or other surfacing material supported in a metal framework. Glass walls include glass curtain walls.



CONCRETE MASONRY UNIT: Concrete masonry units used for masonry construction shall meet the latest standard contained within the building code. Concrete masonry units shall have an indented, hammered, split face finish or other similar architectural finish, and be integrally colored. Lightweight concrete block or cinder block construction is not acceptable as an exterior finish.



Brenham Market Square - Architectural Enhancement Requirements

CONCRETE PANEL CONSTRUCTION (TILT WALL): Concrete finish, pre-cast panel or tilt wall construction shall be painted, fluted, or exposed aggregate. Smooth or untextured concrete finishes are not acceptable unless painted.



STUCCO: An approximately 7/8-inch, cement-based, three-coat system that is applied over an approved, weather-resistive barrier and metal lath by spraying or troweling. The three-coat system is comprised of a scratch coat, brown coat and a finish coat that is color integrated and sealed.



Brenham Market Square - Architectural Enhancement Requirements

CEMENT BOARD SIDING (OR PANELS): Shall be fiber cement composite material made of cement reinforced with cellulose fibers.



