SITE INVESTIGATION
REPORT
(FEASIBILITY REPORT)

Gessner Multifamily TDHCA
Feasibility Report
2077 S Gessner Road
City of Houston,
Harris County, State of Texas

Prepared for:
Ms. JoEllen Smith, Executive Vice President
DMA Development Company, LLC
4101 Parkstone Heights Drive, Suite 310
Austin, TX 78746

February 2020
February 28, 2020

Ms. JoEllen Smith, Executive Vice President
DMA Development Company, LLC
4101 Parkstone Heights Drive, Suite 310
Austin, TX 78746

RE: Site Investigation Report
Proposed Gessner Multifamily TDCHA Feasibility Report
2077 S Gessner Rd
City of Houston, Harris County, Texas 77346

Dear Ms. Smith:

Wantman Group, Inc (WGI) is pleased to submit this Site Investigation Report (SIR) for the ±3.56-acre project site located at the intersection of S Gessner Rd and Ella Lee Rd in the City of Houston, Harris County, Texas. This site is being evaluated by WGI to examine the existing site conditions and identify the improvements needed to serve the proposed commercial development of the property.

The information in the SIR was collected by WGI through research of the available City of Houston commercial development guidelines, City of Houston staff, publicly available data from the Harris County Appraisal District, and City of Houston Engineering. Information and exhibits included in the SIR are related to the existing site conditions, the improvements needed to serve the proposed development, the process and timeline for development in Harris County and City of Houston and the known engineering constraints. Any person signing this Report acknowledges that the Texas Department of Housing and Community Affairs may publish the full report on the Department's website, release the report in response to a request for public information and make other use of the report as authorized by law.

WGI would like to thank you for the opportunity to supply this report and trusts that the information included will be useful during the development of the site. If there is anything in the report that needs further clarification or that you would like to have investigated in greater detail, please let us know.

Texas Engineering Firm No. F-15085
Shaun Theriot-Smith
Civil Team Leader, Houston
# Table of Contents

- Cover Letter
- Table of Contents
- Appendix | List of Exhibits
- Quick Reference Table
- Introduction
- Zoning
- Multifamily Performance Standards
- Subdivision | Platting Process
- Addressing
- Easements
- Texas Department of Housing and Community Affairs Program
- Deed Restrictions | ARC Commercial Guidelines
- Site Access
- Stormwater Drainage | Detention
- Floodplain
- Hurricane Harvey Flooding
- Traffic Impact Analysis | Parking
- Historical
- Environmental Concerns
- Landscaping
- Signage Requirements
- Water, Wastewater, and Storm Utilities
- City of Houston Utility Impact Fees
- Dry Utilities
- Building Permit Procedures
- Reference Notice
# Appendix | List of Exhibits

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Location Map</td>
<td>1</td>
</tr>
<tr>
<td>Preliminary Site and Performance Standard Plan</td>
<td>2</td>
</tr>
<tr>
<td>City of Houston No Zoning Letter</td>
<td>3</td>
</tr>
<tr>
<td>Recorded Plat</td>
<td>4</td>
</tr>
<tr>
<td>HCAD Property Information</td>
<td>5</td>
</tr>
<tr>
<td>Boundary &amp; Topographic Survey</td>
<td>6</td>
</tr>
<tr>
<td>Deed Restrictions</td>
<td>7</td>
</tr>
<tr>
<td>TDHCA Universal Application Materials</td>
<td>8</td>
</tr>
<tr>
<td>Preliminary Utility Map</td>
<td>9</td>
</tr>
<tr>
<td>FEMA FIRM Panel – Floodplain Map</td>
<td>10</td>
</tr>
<tr>
<td>City of Houston Form A</td>
<td>11</td>
</tr>
<tr>
<td>City of Houston Utility Maps &amp; Impact rates</td>
<td>12</td>
</tr>
<tr>
<td>Dry Utilities – Will Serve Letters</td>
<td>13</td>
</tr>
<tr>
<td>Preliminary Drainage and Detention Plan</td>
<td>14</td>
</tr>
<tr>
<td>Preliminary Cost Estimate</td>
<td>15</td>
</tr>
<tr>
<td>SIR Item</td>
<td>Page</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>Applicable Permitting and Review Jurisdictions</td>
<td>7</td>
</tr>
<tr>
<td>Zoning</td>
<td>7</td>
</tr>
<tr>
<td>Multifamily Performance Standards</td>
<td>8</td>
</tr>
<tr>
<td>Subdivision/Platting</td>
<td>9</td>
</tr>
<tr>
<td>Addressing</td>
<td>10</td>
</tr>
<tr>
<td>Easements</td>
<td>10</td>
</tr>
<tr>
<td>Texas Department of Housing and Community Affairs Program</td>
<td>10</td>
</tr>
<tr>
<td>Deed Restrictions</td>
<td>ARC Commercial Guidelines</td>
</tr>
<tr>
<td>Site Access</td>
<td>11</td>
</tr>
<tr>
<td>Existing Site Access</td>
<td>11</td>
</tr>
<tr>
<td>SIR Item</td>
<td>Page</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>------</td>
</tr>
</tbody>
</table>
| Storm Drainage | Detention | 12 | The provided site plan shows approximately ± 2.78 acres of impervious cover being proposed. At the current at the time of this report the City of Houston detention rate of 0.50 ac-ft/ac, a total of 1.4 acre-feet, or ±60,984 cubic feet, of detention volume is required to be provided on site.  
There are two type “B-B inlet” on the southern boundary of the property along Ella Lee Ln. These inlets are connected via a 24” line which connects into a separate type “B-B inlet” via a 24” line, which then continues to a storm manhole. This is the anticipated outfall location for this site.  
It is anticipated that the City of Houston’s Detention requirements will be increased in March, 2020. |
| Floodplain                  | 12   | This site is within Federal Emergency Management Agency (FEMA) Flood Zone X Unshaded, which is an area of minimal flood hazard and not within either the 100-year or 500-year floodplains.                                                                                                                                                                                                 |
| Hurricane Harvey Research  | 13   | WGI reviewed aerials and publicly available imagery of the subject site taken just after the rainfall associated with Hurricane Harvey. Based on this documentation, it appears the subject site did not undergo any significant flooding from this event.                                                                                   |
| Traffic Impact Analysis | Parking | 13 | The highest number of peak hour trips for 145 units is 90 trips generated in the PM peak hour, therefore a TIA is not expected to be required.  
Based on COH minimum parking requirements, 119 parking spaces are needed for the proposed multifamily development. 149 parking spaces being provided and therefore meet the minimum parking requirements.  
These standards also require that developments with a number of parking spaces between 101 to 150 spaces have a minimum of 5 accessible parking space of which one must be Van-Accessible. |
| Historical                   | 13   | The site is not listed as a Historical Site nor a Local Landmark on the National Register of Historical Places for Harris County, Texas.                                                                                                                                                                                                                               |
| Environmental               | 13   | According to the United States Fish and Wildlife Service Wetland Map there are currently no wetlands identified on the site.  
The Railroad Commission of Texas has no well locations within the boundaries of this site.  
According to the Ninyo & Moore geotechnical report, free water was not observed in the borings at the time of drilling, but perched groundwater may be encountered during construction, particularly after periods of heavy precipitation. |
<table>
<thead>
<tr>
<th>SIR Item</th>
<th>Page</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Landscaping</strong></td>
<td>14</td>
<td>Within the context of the COH’s tree ordinance, any ROW (3” caliper of larger) tree, Corridor tree, or tree with a 20” caliper or larger within the building setback will require a tree mitigation permit to remove. Since the existing trees are within the building setback, a tree mitigation permit is likely necessary.</td>
</tr>
<tr>
<td><strong>Signage</strong></td>
<td>15</td>
<td>Signage will require a permit, as governed by Chapter 46 of the City of Houston Building Code. The allowable height and size of signage varies with the number of businesses sharing a sign as well as the street frontage that the proposed sign is intended to be visible from.</td>
</tr>
</tbody>
</table>
| **Existing Water, Wastewater & Storm Utilities** | 15   | Water and wastewater will be provided by the City of Houston. Capacity has not yet been determined and will be assigned after submission of the utility capacity reservation once the specific site plan and location has been established.  
   
   For water, along S Gessner Rd, there is an existing 20” waterline and a 12” waterline along Ella Lee Ln. The 12” water line on the north side of Ella Lee Ln borders the property and is the a preferred tie in location.  
   
   For wastewater, there is a 12” sanitary line on the east side of Gessner Rd which upsizes to an 18” line by way of a manhole stubbed on the center of S Gessner Rd.  
   
   For storm, there is an existing 120” storm line in the center of S Gessner Rd and an existing 30” storm line on the south side of Ella Lee Ln. |
| **Utility Impact Fees**          | 16   | The City of Houston assigns a Service Unit Equivalent (SUE) to this type of development and currently charges $790.55 per service unit for water capacity. Impact fees for water are expected to be $46,407.70.  
   
   The City of Houston assigns a Service Unit Equivalent to this type of development and currently charges $1,199.11 per service unit for wastewater capacity. Impact fees for wastewater are expected to be $70,376.69 |
| **Dry Utilities**                | 16   | Gas service will be provided by CenterPoint Energy (CNP).  
   
   A will-serve letter was requested to CNP for electric and will be provided upon receipt.  
   
   Cable, telephone, and internet services are available from AT&T. |
Introduction

WGI, Inc. is pleased to submit this Site Investigation Report (SIR) and will focus on the ±3.56-acre lot proposed located at the southeast intersection of S Gessner Rd and Ella Lee Ln, and is within the jurisdiction of the City of Houston. WGI has prepared this SIR to evaluate the existing site conditions and identify improvements needed to serve the proposed multifamily development. A Site Location Map has been included in the Appendix as Exhibit 1.

It is our understanding that the proposed development will accommodate approximately 145 dwelling units with accompanying parking. A preliminary site plan was prepared for this investigation report and has been included as Exhibit 2.

Zoning

The site is located within the full purpose city limits of the City of Houston (COH) and within the limits of Harris County. Multifamily criteria from the City of Houston will apply. City of Houston does not carry any zoning laws, and a No Zoning Letter from City of Houston is included as Exhibit 3. Although there is no zoning, the City of Houston and Harris County both enforce regulations pertaining to
building setbacks, floodplain management, on-site water and sewage facilities, driveways, and signs.

**Multifamily Performance Standards**

The City of Houston enforces guidelines on Multifamily Residential developments known as performance standards located within Chapter 42, Section 42-230 to 42-237, of the Code of Ordinances. These standards define Multifamily developments in two categories: garden style (less than 30 dwelling units per acre) or mid/high rise (30 dwelling units per acre or more.) As this development currently proposes ±145 units, the City of Houston will use the mid/high rise criteria to revise the site plan.

**Mid-Rise/High-Rise (≥ 30 DU/Acre)**

With properties in this category, the performance standards require that fire access be provided to all fire hydrants. Fire hydrants must be within 20 feet of the edge of pavement of a fire apparatus access. This apparatus access can be a 28-foot wide private or public street. If a private street is provided, it may terminate in a dead end if it is less than 500 feet. Dead ends greater than 150 feet must provide an approved turnaround configuration.

Fire hydrants shall not have a separation distance greater than 600 feet. They shall be located along the fire apparatus access in a manner that allows a fire truck to drive a maximum of 200 feet from a hydrant and deploy a maximum of 300 feet of unobstructed hose lay such that all sides of the proposed buildings can be reached. The current site plan shows the availability for a fire truck to park along the private internal streets and not exceed the distance from a hydrant or hose lay to reach all sides of the building. A development plat will be reviewed by the fire chief and planning during the Performance Standards Plan review to provide recommendations regarding the adequacy of the design.

With these multifamily standards, a loading berth is required to be provided on site. A single loading berth with a dimension of 10-foot by 40-foot unobstructed space is required. This space cannot block access to parking spaces and cannot project into a private street or public roadway.
Parks Requirements

Multifamily residential developments within the City of Houston are also required to follow specific parkland dedication standards. Each development must either provide a fee simple dedication of land within the park sector in which the site resides or pay a park dedication fee in lieu of land.

The amount of land required to be dedicated is relative to the number of dwelling units within the development. Each dwelling unit requires 0.018-acres of dedicated land. With ±145 residential units, this development would require 2.61-acres of land. For the fee in-lieu of (FILO) land dedication, it is calculated as $700 per incremental dwelling unit, or $101,500 for the number of units proposed in this development. A combined FILO and land dedication approach is also accepted by the City of Houston.

Subdivision | Platting Process

The proposed development is located within an overall ±3.56-acre tract of land. The original tracts of land are in the Woodlake Section 4. The existing plat has been included in the Appendix as Exhibit 4.

The City of Houston requires a 25-foot minimum building setback along all public rights-of-ways (ROW) that are classified as major thoroughfares and a 10-foot minimum building setback along all public right-of-ways (ROW) that are classified as local roads. S Gessner Rd is as major thoroughfares and will have a 25-foot building setback; Ella Lee Ln is a local road and will have a 10-foot building setback. These requirements are not anticipated to have a significant impact on the layout of the site.

The Harris County Appraisal District (HCAD) information has been included in the Appendix as Exhibit 5. The HCAD information for the site is as follows:

Addressing

An address request will be submitted to the City of Houston to assign the addressing for the site and all the proposed buildings and/or
structures. An address of 2077 S Gessner, Houston Texas, 77063 is currently assigned by the City of Houston for this site.

**Easements**

There are several easements and building lines located within the subject tract, per the attached survey included in Exhibit 6. These easements are listed below:

<table>
<thead>
<tr>
<th>Easement Description</th>
<th>Instrument Info.</th>
</tr>
</thead>
<tbody>
<tr>
<td>25’ Building Line (S Gessner Rd)</td>
<td>COH Regulations</td>
</tr>
<tr>
<td>10’ Building Line (Ella Lee Ln)</td>
<td>COH Regulations</td>
</tr>
<tr>
<td>25’ Building Line (East, North, &amp; North Eastern of Property Lines)</td>
<td>HCCF NO. 20130447472</td>
</tr>
<tr>
<td>10’ Building Line &amp; Utility Easement (Ella Lee Ln)</td>
<td>VOL. 174, PG. 15 HCMR</td>
</tr>
<tr>
<td>35’ Building Line (Ella Lee Ln)</td>
<td>HCCF NO.20130447472</td>
</tr>
<tr>
<td>10’ Easement &amp; HL&amp;P 15’X20’ PAD ESMT. (North of Property Line)</td>
<td>HCCF NO. E782520 HCCF NO. M390584</td>
</tr>
</tbody>
</table>

*Note: There is an underground gas main line (CenterPoint Energy, Pipeline LLC) located along S Gessner Rd.*

A visibility triangle will be required to be included on the corner of S Gessner Rd and Ella Lee Ln. The dimensions of the triangle area is 15-feet by 15-feet and extends 20 feet in height.

**Texas Department of Housing and Community Affairs Program**

It is our understanding that the client intends to request funding through the Texas Department of Housing and Community Affairs (TDHCA). As a component of the 2020 Uniform Application, we have included Sheet 28, Sheet 29, and Sheet 30 in this report as Exhibit 8. The Preliminary Site Plan can be found as Exhibit 2, the Preliminary Utility Plan as Exhibit 9, and an Engineer’s Cost Estimate as Exhibit 15.
Deed Restrictions | ARC Commercial Guidelines

Based on the title abstract report, this property does presently carry Deed Covenants, Conditions, & Restrictions that enforce commercial and architectural guidelines. It is anticipated that these requirements will be developed and determined as a product of the real estate agreement process.

These restrictions applied to residential & retail commercial buildings are included in Exhibit 7.

- Commercial signs for tenants shall be allowed provided they are consistent with comparable signage found in first-class retail properties in the City of Houston, Texas. The Review Board approves and recommends signage.
- The building should be located 5’ to any side property lines or 10’ to any front or rear property lines. No building shall be located nearer than 20’ to a major street or thoroughfare.

Site Access

The site will have access from both the east and south via two publicly dedicated ROWs, S Gessner Rd and Ella Lee Ln. S Gessner Rd has a 100’ ROW to the west of the site and is expected to have a median modification project. Ella Lee Ln has a 60’ ROW along the southern site boundary.

- S Gessner Rd is classified as a Major Thoroughfare and is maintained by City of Houston.
- Ella Lee Ln is classified as a Local Road and is maintained by City of Houston.

There are existing driveways that provide access to the site. The preliminary site plan indicates two driveways to access the site, one from S Gessner Rd and one from Ella Lee Ln. These proposed driveways would provide adequate access to the site and are expected to comply with City of Houston standard driveway requirements.
Stormwater Drainage | Detention

According to the City of Houston Infrastructure Design Manual, new developments must accommodate stormwater discharges from total impervious cover on the site. The method used by the COH to determine the appropriate design of detention facilities is by a storage volume rate. The development must accommodate detention at a rate of 0.50 acre-feet per acre of impervious cover proposed on a site. It is anticipated for this detention rate to be increased within the next 6 months, as of the time of this report.

The existing site plan shows ± 2.78 acres of impervious cover being proposed. At the previously indicated detention rate, a total of 1.4 acre-feet, or ±60,984 cubic feet, of detention volume is required. The detention plan is included in the Appendix as Exhibit 14.

With respect to existing stormwater infrastructure, obtained from COH construction as built plans and COH GIMS database, the following information is known about the drainage system of the area.

- There are two existing type “B-B inlet” on the southern boundary of the property along Ella Lee Ln.

- These two inlets are connected via a 24” line which connects into a separate type “B-B inlet” via a 24” line, which then continues to a storm manhole.

- This storm manhole on the south end of Ella Lee Ln connects to a storm manhole in the center of S Gessner Rd via a 30” line.

- This manhole then outfalls to a storm sewer manhole via a 120” line, to a storm sewer manhole followed by a 120” line heading in the north direction in the center of S Gessner Rd.

Floodplain

This site is within Federal Emergency Management Agency (FEMA) Flood Zone X Unshaded, which is an area of minimal flood hazard and not within either the 100-year or 500-year floodplains. This is according to FEMA’s Flood Insurance Rate Map (FIRM), Panel No. 48201C0835L, dated June 18, 2007. The FEMA Floodplain Map is included in the Appendix as Exhibit 10.
Hurricane Harvey Flooding

WGI reviewed aerials and publicly available imagery of the subject site taken just after the rainfall associated with Hurricane Harvey. Based on this documentation, it appears the subject site did not undergo any significant flooding from this event.

Traffic Impact Analysis | Parking

The City of Houston typically requires that a Traffic Impact Analysis (TIA) be conducted should a proposed development generate an increase in more than 100 peak hour trips. The highest number of peak hour trips for 145 units is 90 trips generated in the PM peak hour, therefore a TIA is not required.

The site is in a COH and is considered to fall under the assisted living residential parking requirements. Based on COH minimum parking requirements 119 parking spaces are needed for the proposed multifamily development. The site plan Exhibit 2 shows a total of 147 parking spaces being provided and therefore meeting minimum parking requirements for assisted living development. Per the COH Department of Public works and Engineering, parking spaces must be 9’ x 19’.

The size and grade of parking spaces shall conform to the ADA Standards for Accessible Design and Texas Accessibility Standards (TAS). These standards also require that developments with a number of parking spaces between 101 to 150 spaces have a minimum of 5 accessible parking space of which one must be Van-Accessible.

Historical

The site is not listed as a Historical Site nor a Local Landmark on the National Register of Historical Places for Harris County, Texas.

Environmental

According to the United States Fish and Wildlife Service Wetland Map there are currently no wetlands identified on the site. A complete wetlands delineation survey and analysis will be required from an Environmental Engineering consultant to formally establish
the absence of any wetlands or jurisdictional waters on the subject site.

From the United States Department of Agriculture Natural Resource Conservation Services, the site appears to be made up of 64% Aldine-Urban land complex (An) with slopes between 0% - 2% and 36% Gessner occasionally ponded – Urban land complex (Gu) with slopes between 0% - 1%.

The Railroad Commission of Texas has no well locations within the boundaries of this site. According to the Ninyo & Moore geotechnical report, the site is located on Beaumont Formation. In general, the alluvial soils were heterogeneous, consisting predominantly of cohesive soils with interlayered deposits of non-cohesive soils.

According to the Ninyo & Moore geotechnical report number 700803001, free water was not observed in the borings at the time of drilling, but perched groundwater may be encountered during construction, particularly after periods of heavy precipitation.

**Landscaping**

Within the context of the COH’s tree ordinance, any ROW (3” caliper of larger) tree, Corridor tree, or tree with a 20” caliper or larger within the building setback will require a tree mitigation permit to remove them. Since the existing trees are within the building setback, a tree mitigation permit is likely necessary.

Along public ROW, one tree must be planted for every 30 feet of frontage. For the frontage of this site we anticipate 25 street trees to be planted along S Gessner Rd and Ella Lee Ln. Within parking lots, each parking space must be within 120 feet of a parking lot or street tree, with one tree for every 10 spaces, half of which being a primary tree. 10 shrubs are required for every street tree with at least 75% planted along the perimeter of the parking lot with the remainder within the site.
Signage Requirements

Signage will require a permit, as governed by Chapter 46 of the City of Houston Building Code. The allowable height and size of signage varies with the number of businesses sharing a sign as well as the frontage the signage is intended to be visible from.

The overall development for this subject site will have frontage on one major thoroughfare (S Gessner Rd) and one local streets (Ella Lee Ln.). Please refer to the aside table for City Houston allowable signage along these two frontages.

Water, Wastewater, and Storm Utilities

Existing conditions are determined based on COH construction as-built plans and COH GIMS portal. Water and wastewater will be provided by the City of Houston. Capacity has not yet been determined and will be assigned during the utility capacity reservation after the specific site plans and location have been established.

For water, along S Gessner Rd, there is an existing 20" waterline and a 12" waterline along Ella Lee Ln. The 12" water line on the north side of Ella Lee Ln borders the property and is a preferred tie in location.

For wastewater, there is a 12" sanitary line on the east side of Gessner Rd which upsizes to an 18" line by way of a manhole stubbed on the center of S Gessner Rd. There is an 8" sanitary line on the south side of Ella Lee Ln. The 12" sanitary line or existing manhole located on S Gessner are preferred tie in points. Further development during preliminary engineering will determine best tie in point.

For storm, there are two type “B-B inlet” on the southern boundary of the property along Ella Lee Ln. These inlets are connected via a 24” line. Further development during preliminary engineering will determine best tie in point.
City of Houston Utility Impact Fees

Impact fees will be assessed from Service Unit Equivalents (SUE) multiplied by the appropriate effective impact fee value. The City of Houston assigns a Service Unit Equivalent (SUE) to the type of development and currently charges $790.55 per service unit for water capacity. We do not anticipate that there are existing utility capacity credits that will be applicable for this development. The water service requirement and associated impact fees are calculated as shown on the table to the left:

Note: These figures were based off of 145-units and are subject to change if there is a change in the number of units.

Wastewater service is provided by the City of Houston. There are two sanitary sewer lines that could provide service to the project site. There is a 12" sanitary sewer line on the center of S Gessner Rd on the eastern boundary of the project site. There is another 8" sanitary sewer line on Ella Lee Ln on the southern boundary of the project site. Capacity has not yet been determined and will be assigned during the utility capacity reservation process. Impact fees will be assessed and due prior to a permit being assigned.

The City of Houston assigns a Service Unit Equivalent to the type of development and currently charges $1,199.11 per service unit for wastewater capacity. Current wastewater Impact fees for City of Houston are as shown on the table to the left:

Note: These figures were based off of 145-units and are subject to change if there is a change in the number of units.

Please reference the COH maps showing water and sewer service lines as well as Impact Fee Rates attached herein as Exhibit 12.

Dry Utilities

Gas service will be provided by CenterPoint Energy (CNP). A letter of availability indicating that there is potential capacity to service this site from CNP have been provided and have been included in the Appendix as Exhibit 13. A will-serve letter was requested to
CNP for electric service but it was never received, however service is expected to be provided.

Cable, telephone, and internet services are available from AT&T. An AT&T letter of availability has been included as Exhibit 13.

Building Permit Procedures

All permit applications must be submitted online to the City of Houston Permitting Center. Prior to permit approval, an approved subdivision plat must be on file with the COH. Building Permit Plan Review and permitting fees are due upon approval of the Building Permit. Plans for work within the COH public Right of Way require a Public Works plan review, this review’s fees are due 25% at submittal and the remainder at approval of plans. All applicable permit fees are due prior to issuance of the permit. Building Permit and Public Works review by the City of Houston takes approximately 3-4 weeks per submittal. We anticipate at least 3 submittals will be required for this project. The following are current codes adopted by City of Houston:

- 2012 International Fire and Building Code
- 2012 International Residential Code
- 2012 International Existing Building Code
- 2012 Uniform Mechanical Code
- 2012 Uniform Plumbing Code
- 2012 International Fuel Gas Code
- 2015 International Energy Conservation Codes (Residential & Commercial)
- 2017 National Electric Code
- Other Codes Include: ASHRAE 90.1-2013 Amendments, City of Houston Sign Code (Ch 46 IBC)

Reference Notice

Due to the fluid nature of local development codes and regulations, in addition to the interpretation of those codes and regulations, this SIR is only valid for the time at which it was originally prepared and the information contained in this report should not be referenced at a later time without a thorough review and confirmation.
Preliminary Site and Performance Standard Plan | 2
PRELIMINARY
OVERALL SITE PLAN
CS100
1 OF 1

UNIT TABULATION:
AVERAGE UNIT SIZE: 814.21

PARKING AND LAND USE DATA:
PROVIDED:

<table>
<thead>
<tr>
<th>TYPE</th>
<th>SPACES</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPEN SPACES</td>
<td>136</td>
</tr>
<tr>
<td>OPEN HANDICAP</td>
<td>10</td>
</tr>
<tr>
<td>TOTAL PROVIDED PARKING</td>
<td>146</td>
</tr>
</tbody>
</table>

TOTAL AREA

- 51,336
- 3,565
- 15,660
- 3,048
- 6,545
- 935
- 34,918
- 2,054
- 118,061
City of Houston No Zoning Letter
Effective Date: January 1, 2020

OFFICIAL CITY OF HOUSTON ZONING LETTER

To: Whom It May Concern

The City of Houston does not have a city-wide comprehensive zoning ordinance. However, there are certain land use regulations for properties located within the area described below and in attached map:

- Land surrounding the Houston airports, including George H. Bush Intercontinental Airport (IAH), Houston Hobby Airport (HOU), and Ellington Airport (EFD). There are certain land use regulations and height/hazard area regulations for properties located within the airport land use envelope and federally regulated airspace. The regulations can be viewed in the City of Houston Code of Ordinances, Chapter 9, Article VI and VII at https://library.municode.com/tx/houston/codes/code_of_ordinances?nodeId=COOR_CH9AV. Regulations and maps for each airport are also available at https://www.fly2houston.com under the Resources/Regulatory tab.

- Tax Increment Reinvestment Zone (TIRZ) # 1, St. George Place- Zoning regulations control the use of land within the TIRZ boundaries. A copy of the TIRZ 1 planning and zoning regulations is available at http://stgeorgeplace.org/

All other applicable development regulations can be found in the Code of Ordinances. The direct link to the codes site is https://library.municode.com/tx/houston/codes/code_of_ordinances

This letter does not address any separately filed restrictions that may be applicable to a property.

For the most up to date City of Houston boundary, visit https://cohegis.houstontx.gov/cohgisweb/houstonctp/

Margaret Wallace Brown, Director
## Owner and Property Information

| Owner Name & Mailing Address: | ATRIUMVIEW CORP  
|                             | 2077 S GESSNER RD STE 143  
|                             | HOUSTON TX 77063- |
| Legal Description: | RES A1  
|                     | WOODLAKE SEC 4  
| Property Address: | 2077 S GESSNER RD  
|                     | HOUSTON TX 77063 |

<table>
<thead>
<tr>
<th>State Class Code</th>
<th>Land Use Code</th>
<th>Building Class</th>
<th>Total Units</th>
<th>Land Area</th>
<th>Building Area</th>
<th>Net Rentable Area</th>
<th>Neighborhood</th>
<th>Map Facet</th>
<th>Key Map</th>
</tr>
</thead>
<tbody>
<tr>
<td>C2 -- Real, Vacant Commercial</td>
<td>8000 -- Land Neighborhood General Assignment</td>
<td>0</td>
<td>155,004 SF</td>
<td>0</td>
<td>0</td>
<td>5507.05</td>
<td>100 -- 1A Tanglewood, Galleria, Briargrove Areas</td>
<td>4956B</td>
<td>490S</td>
</tr>
</tbody>
</table>

## Value Status Information

<table>
<thead>
<tr>
<th>Value Status</th>
<th>Shared CAD</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Values Pending</td>
<td>No</td>
</tr>
</tbody>
</table>

## Exemptions and Jurisdictions

<table>
<thead>
<tr>
<th>Exemption Type</th>
<th>Districts</th>
<th>Jurisdictions</th>
<th>Exemption Value</th>
<th>ARB Status</th>
<th>2019 Rate</th>
<th>2020 Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>001 HOUSTON ISD</td>
<td>Pending</td>
<td>Pending</td>
<td>1.136700</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>040 HARRIS COUNTY</td>
<td>Pending</td>
<td>Pending</td>
<td>0.407130</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>041 HARRIS CO FLOOD CNTRL</td>
<td>Pending</td>
<td>Pending</td>
<td>0.027920</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>042 PORT OF HOUSTON AUTHY</td>
<td>Pending</td>
<td>Pending</td>
<td>0.010740</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>043 HARRIS CO HOSP DIST</td>
<td>Pending</td>
<td>Pending</td>
<td>0.165910</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>044 HARRIS CO EDUC DEPT</td>
<td>Pending</td>
<td>Pending</td>
<td>0.005000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>048 HOU COMMUNITY COLLEGE</td>
<td>Pending</td>
<td>Pending</td>
<td>0.100263</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>061 CITY OF HOUSTON</td>
<td>Pending</td>
<td>Pending</td>
<td>0.567920</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at HCAD’s information center at 13013 NW Freeway.

## Valuations

<table>
<thead>
<tr>
<th>Value as of January 1, 2019</th>
<th>Value as of January 1, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Market</td>
<td>Appraised</td>
</tr>
<tr>
<td>Land</td>
<td>Land</td>
</tr>
<tr>
<td>Improvement</td>
<td>Improvement</td>
</tr>
<tr>
<td>Total</td>
<td>5,425,140</td>
</tr>
<tr>
<td>Pending</td>
<td>Pending</td>
</tr>
</tbody>
</table>

## Land

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Site Code</th>
<th>Unit Type</th>
<th>Units</th>
<th>Size Factor</th>
<th>Site Factor</th>
<th>Appr O/R Factor</th>
<th>Appr O/R Reason</th>
<th>Total Adj</th>
<th>Unit Price</th>
<th>Adj Unit Price</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>8000 -- Land Neighborhood General Assignment</td>
<td>4300 SF</td>
<td>155,004</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>--</td>
<td>1.00</td>
<td>Pending</td>
<td>Pending</td>
<td>Pending</td>
</tr>
</tbody>
</table>

## Building

Vacant (No Building Data)
Boundary & Topographic Survey | 6
AMENDED AND RESTATED RESTRICTIVE COVENANTS OF
SECTIONS TWO, THREE AND FOUR OF WOODLAKE,
A SUBDIVISION IN HARRIS COUNTY, TEXAS,
ACCORDING TO PLAT RECORDED IN VOLUME 174, PAGE 1,
VOLUME 274, PAGE 8 AND VOLUME 174, PAGE 15,
RESPECTIVELY, OF THE MAP RECORDS OF SAID COUNTY

State of Texas §
County of Harris §§

WHEREAS, certain parcels of land are located in Sections Two, Three and Four ("Sections Two, Three and Four") of Woodlake ("Woodlake") , a subdivision in Harris County, Texas, according to plat recorded in Volume 174, Page 1, Volume 174, Page 8 and Volume 174, Page 35, respectively, of the Map Records of Harris County, Texas (said land, together with any land adjacent or contiguous to any of such sections which may have been or may hereafter be added thereto as a part of Woodlake for the purposes hereof by express dedication and plat or by deed of conveyance or other instrument duly filed for record in the office of the County Clerk of Harris County, Texas, but only if such dedication and plat or such deed or other instrument shall expressly state that such land constitutes a part of, or addition to, Woodlake for purposes of this instrument, the "Land");

WHEREAS, the Restrictive Covenants of Sections Two, Three and Four of Woodlake, by Friendswood Development Company ("Friendswood"), an Arizona corporation, predecessor in interest to Woodlake Community Association, Inc., a Texas non-profit corporation ("Woodlake Community Association"), dated as of December 22, 1970, and recorded with the County Clerk of Harris County, Texas at File No. D236167 (as amended by (i) that certain Amendment to Restrictive Covenants recorded on December 30, 2010, at File No. 20100554064, (ii) that certain Amendment to Restrictive Covenants recorded on April 29, 2011, at File No. 20110171897, (iii) that certain Amendment to Restrictive Covenants recorded on December 29, 2011, at File No. 20110544126, (iv) that certain Amendment to Restrictive Covenants recorded on March 30, 2012, at File No. 20120135711, (v) that certain Amendment to Restrictive Covenants recorded on December 12, 2012, at File No. 20120573721, (vi) that certain Amendment to Restrictive Covenants recorded on February 2, 2013, at File No. 20130091552, (vii) that certain Amendment to Restrictive Covenants recorded on April 26, 2013, at File No. 20130199756, (viii) that certain Amendment to Restrictive Covenants recorded on May 29, 2013, at File No. 20130260231, (ix) that certain Amendment to Restrictive Covenants recorded on June 28, 2013, at File No. 20130321837, and as may have been further amended or modified from time to time, the "Original Covenants" were made applicable to the Land by instruments recorded in the Official Records of Harris County, Texas;
WHEREAS, the Original Covenants may be modified pursuant to the terms of Section 1 of the article entitled "Term and Enforcement" of the Original Covenants by recording an instrument signed by the then owners (the "Authorizing Owners") of a majority of the square footage of the gross leasable space paying the Community Service Charge (the "Community Service Charge") set out in the Community Service Charge Instrument recorded in Volume 8252, Page 613 of the Deed Records of Harris County, Texas, as such instrument has been or may be further amended, by agreeing to said change;

WHEREAS, the undersigned, being the current Authorizing Owners or duly authorized representatives of such Authorizing Owners owning properties which are subject to the Community Service Charge Instrument referenced above, which properties, according to the Woodlake Community Association's current list of the owners of land paying the Community Service Charge and corresponding gross leasable space currently being used to calculate each such owner's payment of the Community Service Charge (the "WCA Record"), contain the square footage of gross leasable space set forth opposite each of the undersigned Authorizing Owners' signatures below;

WHEREAS, the aggregate square footage of gross leasable space currently paying the Community Service Charge is 4,314,496 gross leasable square feet; and

WHEREAS, the undersigned Authorizing Owners desire to amend and restate the Original Covenants as they apply to the Land;

NOW THEREFORE, these Amended and Restated Restrictive Covenants (as amended, these "Covenants"), dated as of August 30, 2013 shall amend and restate in their entirety (i) the Original Covenants, which Original Covenants are hereby superseded and shall be of no further force or effect except as provided herein, and (ii) any covenant applicable to the Land or any part thereof which restricts the use of any part of said Land to any particular use (such as uses related to apartments and/or rental townhouses), including without limitation the restrictive covenants set forth in documents filed for record under Harris County Clerk's File Nos. D490075 and E-385893, to the extent permitted to delete such restriction; provided, that to the extent any previous covenant which restricts the use of any part of the Land to any particular use cannot be deleted by these Covenants, the Review Board shall have the discretion to grant a variance to such use as set forth herein, provided such variance is not in conflict with the restricted uses set forth in Section 13 below; and

Subject to compliance with any applicable laws, codes, ordinances, regulations and requirements now or hereafter enacted or promulgated by the United States of America, the State of Texas, the City of Houston, Texas, or any other governmental or quasi-governmental authority or agency now or hereafter having jurisdiction over the Land, or any part thereof, such conditions, covenants and restrictions are as follows:

GENERAL RESTRICTIONS

1. All Covenants shall be construed to require that any and all improvements to any lot on the Land be constructed, and each lot maintained by the owner (each, an "Owner") or occupant thereof, in a manner such that each Owner shall be a good neighbor to other
Owners in Woodlake and so as to protect the existing natural amenities, trees, waterways and ravines and enhance and improve the longevity of the natural setting. Notwithstanding the foregoing, except as to any easement areas in favor of the Woodlake Community Association, nothing in these Covenants shall be interpreted to restrict the right of an Owner to modify trees and other landscaping on property owned by such Owner as such Owner deems appropriate, so long as such modification and other landscaping is consistent with the general landscaping scheme of the common areas of Woodlake.

2. All construction and development of Woodlake shall be subject to approval by the Woodlake Architectural Review Board or its successors and/or assigns (said board and its successors and/or assigns, as applicable, the "Review Board"), in accordance with the following:

a. The Review Board shall at any time be composed of three (3) members, two (2) of which shall be designated members (each, a "Board Member") of the Board of Trustees of Woodlake Community Association, and one (1) member who is not a Board Member, who shall be appointed by the president of the Woodlake Community Association and must be an officer, employee or agent of an Owner at the time of appointment.

b. The Review Board shall act to review drawings and other graphic displays at the preliminary phase of development and upon completion of the working drawings in order to ensure that all projects in Woodlake are compatible in their design, use of materials, color and scale, and otherwise comply with the requirements of these Covenants. Additional review shall be required again should any project be altered before completion.

c. No building or other improvements shall be constructed in Woodlake and no material changes shall be made in or to the exterior of any building or improvement which may hereafter be constructed until plans and specifications therefor (including site landscaping and grading plans, plans for off-street parking of vehicles and utility layout) have been submitted to, and approved by, the Review Board as to quality of materials, and harmony of exterior design and colors with existing adjacent structures. Notwithstanding anything herein to the contrary, the plans and specifications for the interior finishes of commercial developments (including any development or improvement which is not a development or improvement for residential purposes), which finishes are not visible from the street level or from adjacent lots, shall not require review and approval by the Review Board. Any and all plans and specifications submitted to the Review Board which have not been disapproved within thirty (30) days after the date of submission shall, for all purposes, be deemed to have been approved. Notwithstanding anything herein to the contrary, in the event of a casualty or other occurrence which damages, demolishes or destroys existing improvement(s), the Owner of the property on which such improvements existed shall have the right to construct replacement improvement(s) without the approval of the Review Board or the Woodlake Community Association, so long as such
replacement improvement(s) are substantially similar to the improvement(s) which were damaged, demolished or destroyed.

d. The Review Board, in its sole discretion, is hereby permitted to approve deviations, as set forth in these Covenants, from certain restrictions set forth herein in instances where, in its judgment, such deviations will result in a more common beneficial use to Woodlake. Such approvals must be granted in writing and when given will become a part of these Covenants.

e. The Review Board may charge a fee for review of submittals, such fee not to exceed $500 per submittal, which fee shall be used for third party landscape and/or design consultant assistance in the evaluation of submittals.

3. The Woodlake Community Association may sell, lease, encumber or otherwise develop or re-develop any property then-owned by the Woodlake Community Association, subject to approval by the Review Board.

4. Planning of each site shall incorporate natural elements of the Woodlake neighborhood, as applicable, while utilizing good urban planning techniques.

5. Sight lines to mechanical equipment, garbage and service areas shall be attractively screened.

6. Materials shall be genuine, not imitative, unless otherwise approved by the Review Board.

7. All structural signage and illumination designs must be approved by the Review Board prior to construction for purposes of avoiding undue visual interference with adjacent property or streets.

8. Open parking shall be allowed on hard, permanently surfaced asphalt or concrete parking areas (or some other suitable material approved by the Review Board). Parking surfaces shall be drained adequately to prevent ponding.

9. The following conditions, covenants and restrictions shall be followed during construction:

a. Each Owner shall provide the Review Board with a site plan showing the proposed improvements so that the Review Board can review the site plan and require adjustments or modifications in the areas to be cleared so as to retain as many trees and other natural amenities as feasible.

b. Each Owner shall take all precautions to protect existing trees, including the avoidance of unnecessary cutting and killing of trees within landscape easements in favor of the Woodlake Community Association (the "Landscape Easements"). Remaining trees in the Landscape Easements shall be protected by barricades.
c. Each Owner shall maintain both public and private streets serving his/her property during construction work to prevent unnecessary buildup of mud, gravel or other debris.

d. Temporary structures other than standard modular construction trailers used as building offices or for other related purposes during construction work shall be inconspicuous and must be approved by the Review Board prior to their erection.

e. Each Owner shall indemnify and hold harmless Friendswood and the Woodlake Community Association, and each of their respective successors and assigns, against all third-party liability claims that arise from activities on the property of an Owner, and shall defend, at his/her sole expense, all such claims which may arise; provided, however, Owners shall have no such obligation for claims arising solely as the result of actions or inaction by the Woodlake Community Association, the Review Board or their respective officers, employees, agents or invitees.

10. All lots within Woodlake shall be kept at all times in a sanitary, healthful and attractive condition, consistent with, but not limited to, the following restrictions:

a. The Owner or occupant of each lot shall maintain the landscaping thereon in a well-groomed and neat manner and shall keep all weeds and grass thereon cut.

b. The Owner or occupant of each lot shall (i) in no event use any lot for storage of material or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or (ii) permit the accumulation of garbage, trash or rubbish of any kind thereon and (iii) not burn any garbage, trash or rubbish except by use of an incinerator, and then only during such hours as permitted by law. Clotheslines shall not be permitted outdoors. All yard equipment, woodpiles or storage piles shall be kept screened by a service yard, drying yard or other similar facility, so as to conceal them from view of neighboring lots, streets or other property.

c. Dead plant material shall be promptly removed and replaced.

d. In the event of default on the part of the Owner or occupant of any lot in observing any of the above requirements, such default continuing after ten (10) days' written notice thereof, Woodlake Community Association, or its assignee, may without liability to the Owner or occupant, in trespass or otherwise, enter upon said property, and cut or cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these Covenants, so as to place said property in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such property for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof, and such charge shall constitute
a lien upon the property enforceable as any other mortgage lien, subject, however, to any prior mortgage lien existing at the time the charge is made.

11. Easements for the installation and maintenance of utilities (as such easements may be amended, restated, or otherwise modified from time to time, the "Utility Easements") are reserved as shown and provided for on the recorded plats of Sections Two, Three and Four, and no structure shall be erected on any of said easements. Notwithstanding the foregoing, any Utility Easements for underground services (the "Underground Services Easements") may be crossed by driveways and walkways, provided the Owner makes prior arrangements therefor with the utility company furnishing electric service and provides and installs the necessary electric conduit of approved type and size under such driveways or walkways prior to construction thereof. Such Underground Services Easements shall be kept clear of all other improvements, including buildings or patios. Neither Woodlake Community Association nor any utility company using any of the Utility Easements or the Underground Services Easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other improvements (other than crossing driveways or walkways providing conduit has been installed as outlined above) of the Owner located on the land covered by said easements. The Utility Easements shall not be materially modified without the prior consent of each Owner affected by any such modification, which consent shall not be unreasonably withheld, conditioned or delayed.

12. All electrical distribution, exclusive of primary service (i.e., greater than 600 volts), shall be placed underground.

13. Notwithstanding anything herein to the contrary, for so long as the Covenants remain in effect, no portion of Woodlake or the Land may be used for any of the following uses:

a. any industrial or manufacturing use;

b. any use or operation that involves, as the predominant purpose or result of such use or operation, the storage, transportation, processing, manufacture, or disposal of any toxic, explosive, radioactive or other material hazardous to human health or the environment, including, without limitation, "Hazardous Substances" as defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. Section 9601 et seq.) (collectively, "Hazardous Materials"); but this provision shall not prohibit any Owner from installing, maintaining and operating (or permitting any occupant of such Owner to install, maintain or operate) an uninterruptible power supply ("UPS") system that involves or includes generators, fuel for generators, fuel storage tanks, and/or batteries, so long as such UPS system is permitted (if a permit is required), constructed, maintained, serviced, and operated in accordance with all applicable laws, codes, regulations and ordinances and any recognized industry standards and practices (if any) for such UPS systems;

c. any establishment which features topless, bottomless or totally nude performers, waitresses or waiters or other personnel, or which provides recorded, on-premises
entertainment featuring nude or partially nude persons performing or simulating sexual acts, or which, as the predominant purpose or result of its operation, shows, sells, rents or otherwise distributes or offers "X-rated" or obscene movies, video tapes or pornographic or sexually-oriented materials or paraphernalia, or which operates as a massage parlor or sexually-oriented modeling studio; provided, however, the term "massage parlor" shall not include a high end "day spa", hair salon or health club that, incidental to the operation of such business, may also provide massage services;

d. any "flea market", thrift shop, antique trade mart (that operates by leasing space or booths to exhibitors), goodwill type stores or other business or use that involves the storage and/or sale of junk or second-hand merchandise or materials, provided this provision shall not prohibit the sale of merchandise that is manufactured to be sold in a used condition;

e. a lumber yard;

f. any warehouse or storage space (other than any such space used exclusively as storage for retail, office or residential operations), factory, assembly, manufacturing, distillation, processing, rendering, refining, smelting, agriculture or mining plant or operations;

g. any dumping of garbage or refuse (other than in appropriate trash dumpsters or similar receptacles);

h. any affordable housing or other housing requiring government assistance, any mobile home or trailer court (except for temporary construction trailers during construction or material renovation of improvements), labor camp, junkyard, stock yard or animal raising;

i. a funeral parlor, crematorium, mortuary, or similar uses;

j. any car washing establishment, auto service facility, gasoline or other automotive fueling station (except as part of a grocery store), or tire, muffler, brake or transmission shop;

k. a plasma or blood donation or collection center, or an abortion clinic or counseling center;

l. a "head" shop or similar establishment offering controlled substance paraphernalia;

m. a tattoo, body piercing or similar operation or establishment;

n. any business or use that creates or otherwise generates obnoxious odors, smoke or other air pollutants that persistently extend beyond the property lines of the property, including (without limitation) any odor emanating from any trash dumpster or the disposing of any garbage or trash within the property in question;
any business or use that creates or otherwise generates any sound or noise from
the property or any portion thereof that would require a special permit from the
City of Houston, Texas, or that is not in compliance with, or would require special
modifications to get in compliance with, Chapter 30 of the Code of Ordinances of
the City of Houston, Texas, captioned "Noise and Sound Level Regulation", as
amended, modified, replaced or supplemented from time to time (the "Noise
Ordinance"), specifically including outdoor sound amplification systems,
helicopter or airplane landing pads, and similar uses;

any business or establishment that contains any devices, equipment or facilities
for its participation in, or to be used to hold any events, functions or programs that
involve, gambling, wagering, betting, or similar activities, where its participants
have the opportunity to receive monetary or other consideration, irrespective of
whether any such facilities or activities are legally permissible; provided,
however, the foregoing shall not prevent (1) the incidental sale of lottery tickets or
similar tickets or media (whether now or hereafter developed) issued by any state
or states and/or any governmental or quasi-governmental agency or
instrumentality, and/or (2) the occasional installation and use of such equipment
or facilities as part of a charitable event, function or program;

any use as a gun range, shooting gallery or for the sale of any firearms, explosives
or weapons;

any use as a beauty school, barber college or other place of instruction or
operation catering primarily to students or trainees, rather than to customers; but
this provision shall not prohibit a high-end hair salon, beauty salon or barber
shop, nor the incidental training or education in connection with such uses;

any use as a facility providing fortune telling or other psychic services;

any use as a skating rink;

any use as an amusement park, amusement center, arcade, game room, or billiard
room; but this provision shall not prohibit pool tables, billiard tables, arcade or
video games situated within and operated ancillary and incidental to the operation
of a restaurant or as part of a recreation room for the occupants of a first-class
residential project;

any use as a dry cleaning or laundry facility that performs onsite cleaning
services; but this provision shall not prohibit a drop-off location for dry cleaning
or laundry; or

any use for the sale, long term leasing, repair or storage of automobiles or other
motor vehicles, trucks, trailers, boats, motorcycles or recreational vehicles.

The following restrictions shall apply with respect to Office Buildings, Retail
Commercial Buildings, and Residential Buildings, as applicable; provided, however, the
Review Board shall have the sole discretion to approve deviations from such restrictions, as more particularly set forth in Section 2(d) of these Covenants.

REstrictions applicable to office buildings
(except on the site at the intersection of Westheimer and Gessner Roads)

1. Office building structures shall not exceed twenty (20) floors of leasable office space and shall be no more than two hundred fifty (250') in height, as measured from the average undisturbed natural grade around the perimeter of the building to the top of the parapet wall or to the roof. If mechanical equipment is to be housed on the roof of any building, it shall be screened from view from the streets and from adjacent developments by the use of a parapet wall. Parapet walls shall be included in the total height of the building when determining compliance with the foregoing height restrictions.

2. No office building shall be located closer than thirty-five feet (35') from a property line abutting a street or twenty-five feet (25') from any other property line, unless a closer location is approved by the Review Board.

3. A minimum of fifteen percent (15%) of each site must be dedicated to open landscaped space, which space may include landscaped parking lots.

4. Construction plans shall provide for sufficient off-street parking spaces to adequately serve the anticipated number of cars that may be associated with each office building. Unless otherwise approved by the Review Board, at least four (4) off-street parking spaces shall be provided for each one thousand (1,000) square feet of net leasable office space.

5. Surface parking shall be either set back at least five feet (5') from all roads or screened from all roads. All surface parking lots shall be screened from any adjacent property with landscaped hedges, fencing, planters or other decorative landscaping.

Restrictions Applicable to Retail Commercial Buildings

1. Construction plans shall provide for sufficient off-street parking spaces to adequately serve the anticipated number of cars associated with each retail building. Unless otherwise approved by the Review Board, at least one (1) off-street parking space for each two hundred-fifty square feet (250 sq. ft.) of net leasable retail space shall be provided.

2. Illuminated signs, displays and markers shall be kept operative at all times.

3. Illumination of the commercial areas, including parking areas, shall be a consistent part of the center design and shall be installed to operate from time switches, unless otherwise approved by the Review Board.

4. All outdoor storage and rubbish areas shall be hard paved and enclosed with appropriate wall of masonry or other material approved by the Review Board.
5. Commercial signs for tenants shall be allowed provided they are consistent with comparable signage found in first-class retail properties in the City of Houston, Texas, and such signs shall be attached to the face of said building on the area(s) specifically provided for such signs. The Review Board recommends individually lit signage, and no free-standing signs (portable or otherwise) for an individual tenant will be allowed, except that one (1) permanent free-standing sign will be allowed to identify the anchor tenant of each retail area. All structural signs shall be approved by the Review Board.

**RESTRICTIONS APPLICABLE TO RESIDENTIAL BUILDINGS**

1. Unless otherwise approved by the Review Board, no building shall be located on any lot (a) nearer than five feet (5') to any side property line(s), or (b) nearer than ten feet (10') to any front or rear property line(s). Notwithstanding the foregoing, on any lot which abuts a major street, no building shall be located nearer than twenty feet (20') to said major street unless otherwise approved by the Review Board.

2. Car spaces for each rental dwelling unit shall conform to the City of Houston parking ordinances at a minimum, but shall in any event have not less than the greater of (a) 1.60 stalls per dwelling unit or (b) one (1) stall per bedroom (i.e., each two-bedroom unit would require two (2) stalls, whereas each one-bedroom unit would require a minimum of one (1) stall).

3. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any lot which may be or might become an annoyance or nuisance to the neighborhood.

4. No structure of a temporary character, trailer, mobile home, travel trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence. No boat, trailer, mobile home, truck or camper shall be parked or stored for a period of more than two (2) consecutive days on any driveway or uncovered parking area.

5. No unused or broken-down automobiles may be stored or worked upon on any driveway or uncovered parking area for a period of more than seven (7) consecutive days.

6. No animals, livestock or poultry of any kind shall be raised, bred or kept on the lot, except that dogs, cats or other common household pets may be kept, provided they are not bred or maintained for commercial purposes.

7. No sign, advertisement, billboard or advertising structure of any kind other than a normal commercially-printed residential real estate agent "for sale" sign may be erected or maintained on any lot which is used for a single-family or townhome. Each developer may have one (1) project sign measuring not larger than 4' x 8', in addition to individual lot signs, provided it is developing multiple adjacent and contiguous lots. Woodlake Community Association, or its assignee, shall have the right to remove any non-compliant sign, advertisement, billboard or structure which is placed on any lot, and in so
doing shall not be subject to any liability for trespass or other tort in connection therewith
or arising from such removal.

8. The digging of dirt or the removal of any dirt from any lot is expressly prohibited except
as necessary in conjunction with the landscaping of, or construction on, such lot.

9. All residential architecture, site plans, landscaping plans, use of materials illumination,
design of parking and outdoor storage areas, open space, signage and security measures
shall be subject to Review Board approval.

10. As of the date which is five (5) years after the date hereof, all newly-built single family
residences shall either be part of a gated community or shall have individual gates. All
multifamily residences with exterior breezeways or exterior access to individual units
shall either be gated or have nighttime security patrol.

**TERM AND ENFORCEMENT**

1. These Covenants shall run with the land and shall be binding upon Woodlake
Community Association and its successors and assigns and all persons claiming under
them and all subsequent property Owners of said above-described lands, and any part of
the same, for a period extending until July 1, 2020, on which date these Covenants shall
be extended automatically for successive periods of ten (10) years each unless an
instrument signed by the then-owners of a majority of the square footage of the gross
leasable space paying the Community Service Charge set out in the Community Services
Charge instrument recorded in Volume 8252, Page 613 of the Deed Records of Harris
County, Texas, as amended by instrument dated August 3, 1971, effective November 22,
1970 and recorded in the Office of the County Clerk under File No. D408965, Film Code
No. 133-32-2431, Official Public Records of Harris County, Texas, and as such
instrument has been or may be further amended, has been recorded agreeing to change
said Covenants in whole or in part, provided that no person or corporation shall be liable
for breach of these Covenants except in respect to breaches occurring or committed
during its, his or their ownership of the property involved in such breach. Deeds of
conveyance of said property, or any part thereof, may contain the above restrictive
covenants by reference to this document, but whether or not such reference is made, each
and all of such restrictive covenants shall be valid and binding upon the respective
grantees.

2. Enforcement of these Covenants shall be by proceedings at law or in equity against any
person or persons violating or attempting to violate any covenants, either to restrain or
prevent such violation or proposed violation by an injunction, either prohibitive or
mandatory, or obtain any other relief authorized by law. Such enforcement may be by
the Owner of any said lots or by Woodlake Community Association.

3. Invalidation of one or more of the covenants set forth herein, by judgment, court order or
otherwise, shall in no way affect any other condition, covenant or restriction set forth
herein, but all of such other conditions, covenants and restrictions shall continue and
remain in full force and effect.
4. It is specifically provided that a violation of these Covenants, or any one or more of them, shall not affect the lien of any mortgage or deed of trust now of record or which hereafter may be placed of record or other lien acquired and held in good faith upon said lots or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject nevertheless to the conditions, covenants and restrictions herein contained.

5. Other than the gross leasable space currently being used to calculate each owner's payment of the Community Service Charge per the WCA Record, no representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Woodlake Community Association, the undersigned, or their agents or employees herein in connection with any portion of Woodlake or any improvement thereon.

[Signature pages to follow.]
This instrument may be executed in multiple original identical counterparts by one or more of the Authorizing Owners, each of which when executed shall constitute a binding original and all of which together shall constitute one instrument.

The undersigned hereby represent that they are authorized to act on behalf of the Authorizing Owner of the property described on the signature page attached hereto for such Authorizing Owner, and have full right, power and authority to execute this instrument in the capacity set forth below on behalf of such Authorizing Owner, and agree that the signature pages of other Authorizing Owners executing counterparts of this instrument may be attached in order to constitute one instrument for recording purposes.

Square footage of Gross Leasable Space in Authorizing Owner's property as per the WCA Record:  

AUTHORIZING OWNERS:
Property: VENTURA LOFTS

Date: Aug. 9, 2013

Authorizing Owner: IMF INVESTMENTS 205 LP, a Texas limited partnership

By: NOBA 205 LP, a Texas Limited Partnership, General Partner

By: NOBA 205, LLC, a Texas limited liability company, General Partner

By: [Signature]
Name: JOHN CHIANG
Title: EXECUTIVE VICE PRESIDENT

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HARRIS

Know all men by these Presents:

The foregoing Amended and Restated Restrictive Covenants were acknowledged before me the undersigned Notary Public, in and for the County and State appearing above, this 9th day of August, 2013 by (Name) JOHN CHIANG, as (Title) Executive Vice President of NOBA 205, LLC, a Texas limited liability company, as General Partner of NOBA 205 LP, a Texas limited partnership, as General Partner of IMF Investments 205 LP, a Texas limited partnership, on behalf of such LLC and LPs.

Notary Public, State of Texas
My Commission Expires 9/3/15
ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HARRIS

Know all men by these Presents:

The foregoing Amended and Restated Restrictive Covenants were acknowledged before me, the undersigned Notary Public, in and for the County and State appearing above, this 29 day of August, 2013 by (Name) Brett Treadwell, as (Title) Vice President of AmREIT Woodlake Holdco, LLC, a Texas limited liability company, the operating Member of VIF II/Woodlake Square, LLC, a Delaware limited liability company, the sole member of VIF II/AmREIT Woodlake GP, LLC, a Texas limited liability company, the General Partner of VIF II/AMREIT WOODLAKE, LP, a Texas limited partnership, on behalf of said limited partnership.

(SEAL)

Notary Public, State of Texas
My Commission Expires 5-31-2017

Signature Page to Amended and Restated Restrictive Covenants

#4198306.11
3. 353,376 G.L.S.F. Property: WOODLAKE OAKS APARTMENTS

Date: 8/21/13 Owner: TEXAS SFI PARTNERSHIP 6, LTD.
A Texas Limited Partnership

By: WOODLAKE OAKS, INC.
A Texas Corporation, General Partner

By: Jacob D. Slosburg
Name: Jacob D. Slosburg
Title: Vice President

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing Amendment to Restrictive Covenants was acknowledged before me, the undersigned Notary Public, in and for the County and State appearing above, this 21st day of August, 2013, by (Name) Jacob D. Slosburg, as (Title) Vice President of Woodlake Oaks, Inc., a Texas corporation, as general partner of Texas SFI Partnership 6, Ltd. a Texas Corporation, as General Partner of Texas SFI Partnership 6, Ltd., a Texas Limited Partnership, on behalf of such corporation and such limited partnership.

(SEAL)

MELISSA J CLARK
My Commission Expires March 8, 2016

Notary Public, State of Texas
My commission expires: 3/18/16
4. 618,472 G.L.S.F.  Property: WOODLAKE ON THE BAYOU

Date: 8/21/13  Owner: PENNOAK PROPERTIES, LTD.
A Texas Limited Partnership

By: WOODLAKE ON THE BAYOU
APARTMENTS, INC.
A Texas Corporation, General Partner

By: ____________________________
Name: Jacob D. Sloshburg
Title: Vice President

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF HARRIS

Know all men by these Presents:

The foregoing Amendment to Restrictive Covenants was acknowledged before me, the undersigned Notary Public, in and for the County and State appearing above, this 21st day of August, 2013, by (Name) Jacob Sloshburg, as (Title) VP of Woodlake Oaks, Inc., a Texas corporation, as general partner of Woodlake on the Bayou Apartments, Inc., as General Partner of Pennoak Properties, LTD., a Texas Limited Partnership, on behalf of such corporation and such limited partnership.

(SEAL)

Notary Public, State of Texas
My commission expires: 3/18/16

MELISSA J CLARK
My Commission Expires
March 8, 2016
5. 599,873 G.L.S.F. Property: OAKS OF WOODLAKE

Date: 8/28/13 Authorizing Owner: (Rep: OAKS OF WOODLAKE Condominium Owners Assn.)

By: Adele Barrier
Name: Adele Barrier
Title: Secretary

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF HARRIS §

Know all men by these Presents:

The foregoing Amended and Restated Restrictive Covenants were acknowledged before me the undersigned Notary Public, in and for the County and State appearing above, this 28th day of August 2013 by (Name) Adele Barrier, as (Title) Secretary of the Oaks of Woodlake condominium owners association and the Oaks of Woodlake.

(SEAL)

MELISSA J CLARK
My Commission Expires March 8, 2016

Notary Public, State of Texas
My Commission Expires 3/1/16

Signature Page to Amended and Restated Restrictive Covenants
Property: QUADRANGLE OF WOODLAKE APARTMENTS

Authorizing Owner: MGI-GFP WOODLAKE HOLDINGS, LLC, a Delaware limited liability company

By: MGI WOODLAKE APARTMENTS, LLC, a Texas limited liability company, its Managing Member

By: ____________________________
Name: Rosalind McCrory
Title: Vice President

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HARRIS

Know all men by these Presents:

The foregoing Amended and Restated Restrictive Covenants were acknowledged before me the undersigned Notary Public, in and for the County and State appearing above, this 4th day of August, 2013 by (Name) Rosalind McCrory, as (Title) Vice President of MGI Woodlake Apartments, LLC, a Texas limited liability company, as the managing member of MGI-GFP Woodlake Holdings, LLC, a Delaware limited liability company, on behalf of such limited liability companies.

(SEAL)

LORI W BANGS
My Commission Expires March 24, 2017

Notary Public, State of Texas

Signature Page to Amended and Restated Restrictive Covenants
7. 303,135 G.L.S.F.  

Property: Alta Woodlake Square Apartments  

Date: **Aug 29, 2013**  

Authorizing Owner: Alta Woodlake Square Apartments, LP  

By: VIF II/AmREIT Woodlake, LP under power of attorney  

By: VIF II/AmREIT Woodlake GP, LLC, its General Partner  

By: VIF II/Woodlake Square, LLC, its sole member  

By: AmREIT Woodlake Holdco, LLC, its operating Member  

By: **[Signature]**  

Name: **Brett Treadwell**  

Title: **Vice President**  

**ACKNOWLEDGEMENT**  

STATE OF TEXAS §  

COUNTY OF HARRIS §  

Know all men by these Presents:  

The foregoing Amended and Restated Restrictive Covenants were acknowledged before me the undersigned Notary Public, in and for the County and State appearing above, this 29th day of August, 2013 by (Name) **Brett Treadwell**, as (Title) **Vice President** of AmREIT Woodlake Holdco, LLC, a Texas limited liability company, the operating Member of VIF II/Woodlake Square, LLC, a Delaware limited liability company, the sole member of VIF II/AmREIT Woodlake GP, LLC, a Texas limited liability company, the General Partner of VIF II/AMREIT WOODLAKE, LP, a Texas limited partnership, on behalf of said limited partnership.  

(SEAL)  

**[Seal]**  

Notary Public, State of Texas  

My Commission Expires 5-21-2017

Signature Page to Amended and Restated Restrictive Covenants
Property: WOODLAKE II OFFICE BUILDING

Authorizing Owner: 2537 South Gessner, LLC, a Texas Limited Liability Company

By: 2537 South Gessner, LLC, a Texas Limited Liability Company

[Signature]
Name: Alan S. Katheree
Title: Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF HARRIS §

Know all men by these Presents:

The foregoing Amended and Restated Restrictive Covenants were acknowledged before me, the undersigned Notary Public, in and for the County and State appearing above, this 29 day of August, 2013 by (Name) Alan S. Kattheree, as (Title) Manager of 2537 South Gessner, LLC, a Texas Limited Liability Company, as the owner of Woodlake II Office Building.

CINDY LEE KELLER
Notary Public, State of Texas
My Commission Expires 11-25-2014

Signature Page to Amended and Restated Restrictive Covenants
22,100 G.L.S.F. Property: TENNEY SCHOOL

Date: 03/20/13

Owner: MGI-GFP Woodlake Holdings, L.L.C., a Delaware limited liability company

By: MGI Woodlake Apartments, LLC, a Texas Limited Liability Company, its Managing Member

By: [Signature]
Name: Rosalind Mclenny
Title: Vice President

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF HARRIS

Know all men by these Presents:

The foregoing Amended and Restated Restrictive Covenants were acknowledged before me the undersigned Notary Public, in and for the County and State appearing above, this 20th day of August, 2013 by (Name) Rosalind McLenny, as (Title) Vice President of MGI Woodlake Apartments, LLC, a Texas limited liability company, as the managing member of MGI-GFP Woodlake Holdings, LLC, a Delaware limited liability company, on behalf of such limited liability companies.

(SEAL)

LORI W. BANGS
My Commission Expires March 24, 2017

Notary Public, State of Texas
My commission expires: __________________________
RECODERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

[Signature]
COUNTY CLERK
COUNTY OF HARRIS
COUNTY OF HARRIS
THE STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS:

COUNTRY: OF HARRIS §

That MAREAL N.V., a Netherlands Antilles corporation, acting by and through its duly authorized officers, (hereinafter referred to as the "Grantor", whether one or more), owner of that certain real property described in Exhibit "A", for and in consideration of the sum of Ten Dollars ($10.00) in hand paid to Grantor by PATRICK OXFORD, Trustee, (such Trustee and any successors in trust being hereinafter referred to as the "Trustee"), of Harris County, Texas, the receipt whereof is hereby acknowledged, and of the further consideration, uses, purposes and trusts herein set forth and declared, have granted, Bargained, Sold and Conveyed, and by these presents do Grant, Bargain, Sell and Convey unto the Trustee and unto his or their assigns and the heirs of such assigns, forever, all and singular the following described property, lying and situated in the County of Harris, in the State of Texas, to-wit:

All that certain tract or parcel of land containing 3.5584 acres of land out of Woodlake, Section 4, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 174, Page 15 of the Map Records of Harris County, Texas, being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof;

together with all improvements thereon, or hereafter to be placed thereon, and all and singular the rights, privileges and appurtenances to the same belonging or in anywise incident or appertaining thereto (the real property, improvements and other property is sometimes hereinafter collectively referred to as the "Property").

TO HAVE AND TO HOLD unto the Trustee, and to his successors and his and their assigns forever, hereby covenanting and agreeing to Forever Warrant and Defend the premises aforesaid, and every part thereof, unto the said Trustee and to the Substitute Trustee, and to the assigns of any Trustee hereunder, against all persons whomsoever lawfully claiming or to claim the same or any part thereof, subject to those matters described in Exhibit "A", attached hereto and incorporated herein by this reference, to the extent and only to the extent, the same are valid and subsisting and affect the Property.

1. Secured Indebtedness. This conveyance is made in trust, however, to secure and enforce in part the payment of the following:

(a) The promissory note of even date herewith ("Note") in the principal sum of $750,000.00 executed by MAREAL N.V., payable to the order of Russo, Inc. (who, along with subsequent holders of the Note, or successors and assigns, shall hereinafter be referred to as "Beneficiary") which Note is non-interest bearing and payable as provided therein, and which Note contains provisions for acceleration of maturity and payment of attorneys' fees and the cancellation and reduction of the indebtedness evidenced thereby; the Note being incorporated herein for all purposes;
(b) All funds hereafter advanced by Beneficiary to or for the benefit of Grantor, as contemplated by any covenant or provision herein contained.

(c) All renewals, rearrangements and extensions of any of the indebtedness secured hereby;

The Note and all other items of indebtedness secured hereby is hereafter referred to as the "Indebtedness". The Indebtedness, or any part of the principal or interest thereof, and/or any instrument securing said Indebtedness, may be renewed or extended from time to time by Beneficiary at the request of the Grantors, or at the request of any party bound thereon without the consent of, or notice to, other parties bound thereon and without releasing, discharging or modifying any liability existing in connection with said indebtedness or any instrument securing same.

If Grantor shall perform faithfully each and all of the covenants and agreements herein contained or contained in that certain Offer to Purchase dated January 6, 1978 between Beneficiary and Valorinvest (Canada) Ltd. (the rights of Valorinvest under said Offer to Purchase having been assigned to Grantor) (the "Offer to Purchase"), to be performed by Grantor; then, and then only, this conveyance shall become null and void and shall be released in due form, at Grantor's expense. Otherwise it shall remain in full force and effect. No release of this conveyance or the lien hereof shall be valid unless executed by the Beneficiary. Notwithstanding anything to the contrary hereinabove, a termination of that certain Lease Agreement of even date herewith by and between Beneficiary, as Lessee, and Grantor, as Lessor ("Net Lease") because of a specific default by Beneficiary shall automatically result in the cancellation of the Indebtedness, and in such event, upon demand by Grantor, Beneficiary shall execute a release of the lien of this Deed of Trust.

This Deed of Trust only insofar as it affects the Property which has not been released therefrom, is subordinate, junior and inferior to the lien (the "Existing Lien") described as follows:

Deed of Trust dated June 3, 1977, filed for record in the Office of the County Clerk of Harris County, Texas, on July 8, 1977, under Clerk's File No. F 208098, executed by Russo, Inc. to Richard V. Adkins, Trustee, securing the payment of note of even date therewith in the principal amount of $2,575,000.00, payable to the order of The Penn Mutual Life Insurance Company as therein stated; additionally secured by Assignment of Rents of even date filed for record in the Office of the County Clerk of Harris County, Texas, on July 8, 1977, under Clerk's File No. F 208099.

It is expressly understood and agreed that any default by Grantor in the performance of any duties called for under the Existing Lien, the performance of which is not undertaken by Beneficiary under the terms of the Net Lease, shall be deemed as and shall constitute a default by Grantor under the provisions of this Deed of Trust and shall entitle Beneficiary, at its option to accelerate the payment of the Indebtedness and institute foreclosure proceedings with respect to the Property and/or otherwise exercise and enforce its rights hereunder.

-2-
2. Warranties and Covenants of Grantor. To better secure payment of said Indebtedness, Grantor does hereby jointly and severally covenant and agree, subject to the terms of the Net Lease and subject to the rights of the holder of the Existing Lien as follows:

(a) Payments. Grantor shall pay promptly all of the Indebtedness secured hereby when the same shall become due, in accordance with the terms of the Offer to Purchase, or other instruments evidencing said Indebtedness or evidencing any renewals or extensions of the same, or any part thereof. All moneys advanced by Beneficiary for or on the account of Grantor outside of the terms of the Net Lease shall be immediately due and payable from Grantor to Beneficiary. Acceptance by the Beneficiary of any payment in any amount less than the amount then due on said Indebtedness shall be deemed an acceptance on account only, and the failure to pay the entire amount then due shall be and continue to be a default and at any time thereafter and until the entire amount then due on the Indebtedness has been paid, the Beneficiary shall be entitled to exercise all rights conferred upon it in this Deed of Trust upon the occurrence of a default.

(b) Title. Grantor has in its own right a good and perfect title in fee simple to the Property, which is free from encumbrance superior to that created hereby except as hereinabove stated, and have full right to make this conveyance, subject only to those easements and encumbrances listed on the said Exhibit "A", attached hereto and incorporated herein. Grantor agrees that in the event any future lien, charge or encumbrance is claimed or asserted to be prior or superior to the lien of this Deed of Trust, Grantor shall immediately, upon demand, discharge or remove such lien, charge or encumbrance from the Property, whether or not it proves in fact to be prior to the lien created hereby.

(c) Insurance. Under the terms of the Net Lease, Beneficiary is to keep the Property insured against such hazards and in such companies, form and amounts as therein specified. All such insurance policies shall contain loss payable clauses payable to Beneficiary, Grantor and the holder of the Existing Lien, as their interests may appear. Subject to the terms of the Net Lease, Beneficiary shall have the right to collect and receive all monies that may be payable and collectible under such policies and apply all or any part of the same as credit on the Indebtedness secured hereby, even though such Indebtedness may not be due according to its terms. This provision shall not create any duty on the part of Beneficiary to collect insurance proceeds and the Beneficiary, in such capacity, shall not be responsible for the failure to collect the same regardless of the cause of such failure.

(d) Compliance. Grantor shall comply with all valid laws, ordinances, and regulations, whether state, federal or municipal, applicable to the Property and its ownership.
(c) Payment of Prior Indebtedness. The Grantor shall pay or cause to be paid any and all prior indebtedness that may be owing against the Property strictly in accordance with the terms thereof and will comply with the terms, agreements, covenants and provisions of any and all licenses and instruments securing same. Default in the terms of any note evidencing such past indebtedness, or any present or future indebtedness, or default in the terms of any deed of trust securing same which is not proximately caused by Beneficiary under the Net Lease, shall be an event of default and a breach of covenant of this Deed of Trust and will give the Beneficiary the right to accelerate the payment of the Indebtedness and to foreclose under the terms of this Deed of Trust.

(f) Additional Construction or Modification of Property. Grantor covenants and agrees that it shall never permit the construction of an improvement on or modification to the Property, or any adjacent property owned in whole or in part or controlled by the Grantor, without the prior written approval of the plans and specifications therefor by the Beneficiary.


(a) Condemnation Proceeds. Subject to the rights of the holder of the Existing Lien, all judgments, decrees and awards for injury or damage to the Property, and all awards pursuant to proceedings for condemnation thereof, shall be paid to Beneficiary for application on the Indebtedness to the extent equitable under the circumstances with any remainder to be over to Grantor.

(b) Security Agreement. To further secure the payment of the Indebtedness and cumulative of and in addition to all other rights of Beneficiary hereunder, but subject to the rights of the holder of the Existing Lien, Grantor hereby grants a security interest to Beneficiary in and to all goods, chattels, articles of personal property and fixtures covered by this Deed of Trust as hereinabove provided (herein sometimes called "Collateral"), including, without limitation, the proceeds of the Collateral, but the mention of proceeds of the Collateral herein shall not be construed as an authorization for the sale or surrender by Grantor of the Collateral or of any part thereof. This document shall constitute a Security Agreement as well as a Deed of Trust.

(i) Financing Statements. To the extent such may now or hereafter be permitted under Texas law, the Beneficiary is authorized to execute and file financing statements under the Uniform Commercial Code with respect to the Collateral without joinder of
the Grantor in such execution or filing. In addition to and cumulative of the rights and remedies provided herein, Beneficiary shall have any and all other rights and remedies of a secured party that may be granted by amendments to the Uniform Commercial Code. Grantor shall execute and deliver to Beneficiary such continuation statements and other documents relating to the Collateral as Beneficiary may reasonably request from time to time to preserve and maintain the priority of the security interest created by this Deed of Trust and shall pay to Beneficiary on demand any and all costs and expenses and attorney's fees incurred by the Beneficiary in connection with the preparation, execution, and filing of any continuation statements, financing statements, partial releases, termination statements or documents deemed necessary or desirable by Beneficiary to continue or confirm the validity and priority of Beneficiary's security interest, or any modification thereof. This document, and any carbon, photographic or other reproduction of this document may be filed by Beneficiary as a financing statement under the Uniform Commercial Code.

(ii) Grantors' Title to Collateral. Except for the security interest granted hereby in the Collateral and other matters expressly set forth herein, Grantor is the owner and holder of the Collateral free of any adverse claim, security interest or encumbrance except as relates to any prior security interests held by the holder of the Existing Lien, and Grantor shall defend the Collateral against all claims and demands of any person at any time claiming the same or any interest therein. Grantor has heretofore signed any financing statement that relates to the Collateral, and no such financing statement signed by Grantor is now on file in any public office except as relates to any prior security interests as held by the holder of the Existing Lien. So long as any amount remains unpaid on any Indebtedness described in this Deed of Trust, Grantor will not execute and there shall not be filed in any public office, such financing statement or statements affecting the Collateral other than financing statements in favor of the Beneficiary, unless the prior written specific consent and approval of the Beneficiary shall have first been obtained.

(iii) Fixtures. Some of the Collateral are or are to become "fixtures" (as that term is defined in Article 9 of the Uniform Commercial Code) on the land described on Exhibit "A" attached hereto and this Deed of Trust, upon being filed for record in the real estate records of Harris County, Texas, shall operate as a financing statement upon such of the Collateral which is or may become fixtures.

(iv) Not Exclusive Remedy. Should Beneficiary elect to exercise its rights under the Uniform Commercial Code with respect to a portion of the Collateral, this election shall not preclude the Beneficiary from exercising the rights and remedies granted herein with respect to the remaining Collateral.
(c) Operating Licenses and Permits. Subject to the rights of the holder of the Existing Lien, Grantor hereby grants to Trustee and to Beneficiary all rights, titles, interests, easements, licenses and permits now owned or hereafter acquired by Grantor which are necessary or useful for the operation or utilization of the Improvements now or that will be erected on the above-described real estate, including without limitation, any such rights, titles, interests, easements, licenses and permits relating to any and all tunnels or transformer vaults serving said Improvements. The rights, titles, interests, easements, licenses and permits granted to Beneficiary hereby shall be included within the term "Collateral" as defined in this document and such rights, titles, interests, easements, licenses and permits are and shall be subject to the terms and security interests evidenced by this document. Grantor shall take such actions as Beneficiary may deem necessary or desirable to maintain such rights, titles, interests, easements, licenses and permits in full force and effect.

4. Default Remedies.

(a) Acceleration of Indebtedness Upon Default. The occurrence of any one or more of the following events shall constitute an event of default under this Deed of Trust after the continuation of such default or defaults uncorrected for more than fifteen (15) days after written notice thereof is given to Grantors by the Beneficiary.

(i) In the event Grantor shall (A) apply for or consent to the appointment of a receiver, trustee or liquidator of all assets or any portion of the Property, or (B) be unable, or admit in writing its inability, to pay its debts as they mature, or (C) make a general assignment for the benefit of its creditors, or (D) be adjudicated as bankrupt or insolvent, or (E) file a voluntary petition in bankruptcy or a petition or an answer directed at having its creditors to take advantage of any insolvency law or an answer admitting the material allegations of any petition filed against Grantor in any bankruptcy, reorganization or insolvency proceedings, or shall take any corporate action for the purpose of effecting any of the above-described matters; or

(ii) In the event an order, judgment or decree shall be entered without Grantor's application or without its consent or approval, by any court of competent jurisdiction approving a petition seeking Grantor's reorganization or the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets or affecting any portion of the Property, and such order, judgment or decree shall continue unstayed and in effect for any sixty (60) consecutive days; or

(iii) In the event Grantor accepts or agrees to any award or settlement for damages to the Property without the written consent of Beneficiary; or

(iv) In the event Grantor shall default in the prompt payment, when due, of the Indebtedness secured hereby, or any portion thereof; or
(v) In the event Grantor fails to keep or perform any of the covenants or agreements contained in the Offer to Purchase or as are contained herein, or should any warranty made herein be breached; or

(vi) Should Grantor, as Landlord, cancel the Net Lease for any reason whatsoever, except for a default under the Net Lease on the part of the Beneficiary, as Tenant;

all of which acts of default or any others described herein, described in the Offer to Purchase, or any other instrument securing the Indebtedness, are collectively referred to as "Default"; then the Beneficiary, at its option subject to the fifteen (15) days' written notice, may declare the entire Indebtedness secured hereby immediately due and payable, whereupon it shall be so due and payable, regardless of whether Beneficiary has performed all of its obligations under the Offer to Purchase.

(b) Transactions with Successors. In the event the ownership of the Property or any part thereof becomes vested in a person other than the Grantor, the Beneficiary may, without notice to the Grantor, deal with such successor or successors in interest with reference to this Deed of Trust and to the Indebtedness secured hereby in the same manner as with the Grantor, without in any way vitiating or discharging the Grantor's liability hereunder or upon the Indebtedness hereby secured. No sale of the Property, and no forebearance on the part of the Beneficiary, and no extension of the time for the payment of the Indebtedness hereby secured, given by the Beneficiary, shall operate to release, discharge, modify, change or affect the original liability of the Grantor, either in whole or in part.

(c) Beneficiary May Cure Default. If Grantor shall fail to keep or perform any covenants whatsoever contained in this Deed of Trust or should any warranty herein be breached, Beneficiary may, but shall not be obligated to any person to do so unless obligated under the terms of the Net Lease, perform or attempt to perform such covenants or cure such breach of warranty, and any payment made or expense incurred in the performance or attempted performance of any such covenants or cure of the breach of any warranty shall be a part of the Indebtedness, and Grantor promises, upon demand, to pay to Beneficiary, at its office in Houston, Texas, or such other place as Beneficiary may from time to time designate in writing, all sums so advanced or paid by Beneficiary, with interest at the highest rate permitted by law from date when paid by Beneficiary. No such payment by Beneficiary shall constitute a waiver of any default. In addition to the lien hereof, Beneficiary shall be subrogated to all rights and liens securing the payment of any debt, claim, tax, or assessment for the payment of which Beneficiary may make an advance which is not included within the terms of the Net Lease.

(d) Defense of Title by Beneficiary. If, while this Deed of Trust is in force, the title of the Trustee to the Property or the interest of the Beneficiary in, or to any part thereof, shall be endangered or shall be attacked directly or indirectly, Grantor hereby authorizes the Beneficiary, at Grantor's expense, to take all necessary and proper steps for the defense of said title, including the employment of counsel, the prosecution or defense of litigation, and the compromise or discharge of claims made against said title.
Trustee's Power of Sale. A power of sale will be invested in the Trustee as follows:

(i) Rights Conferred. It is also understood that if Grantor shall fail to perform faithfully any covenant or agreement or breach any warranty herein contained or in the event of any other default, Grantor hereby authorizes and empowers the Trustee, and each and all of his successors in this trust, at the request of the Beneficiary, (which request is hereby conclusively presumed) at any time when Grantor shall be in default in the performance of any such covenant or agreement or when such warranty is breached, to sell all or any part of the Property, at public auction, to the highest bidder, for cash, at the door of the County Court House of the county in which such Property or any part thereof, as herein described is situated between the hours of ten o'clock in the morning and four o'clock in the afternoon of the first Tuesday of any month, after advertising the time, place and terms of said sale, and the property to be sold, by posting for at least twenty-one (21) consecutive days prior to the date of said sale written or printed notice thereof at the door of the County Court House of the county in which the Property is located, and if the Property is located in more than one county, such notice of sale shall be posted at the Court House door of each county in which part of the Property is located and such shall designate in which county the Property is located. Such notice is to be signed by the person acting for him. In addition to posting notice at said Court House door, Beneficiary, or its agent, shall at least twenty-one (21) days preceding the date of the sale, serve written notice of the proposed sale by certified mail on Grantor and/or each other debtor, if any, obligated to pay the Indebtedness according to the records of the Beneficiary. Service of such notice shall be completed upon the deposit in a post office or official depository under the care and custody of the United States Postal Service of such notice enclosed in a postpaid wrapper properly addressed to Grantor and/or such other debtors, if any, at their most recent address or addresses as shown by the records of the Beneficiary. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of service. Grantor agree that no notice of any sale other than as set out in this paragraph need be given by the Trustee to the Beneficiary or any other person. And Grantor hereby authorizes and empowers the said Trustee, and each and all of his successors in this trust, to sell all of said Property or in lots or parcels, as to such Trustee shall seem expedient, and to execute and deliver to the purchaser or purchasers of such property good and sufficient deeds of conveyance thereof by fee simple title with covenants of general warranty. The Trustee making such sale shall receive the proceeds thereof and shall apply the same as follows: (A) he shall pay the reasonable expense of executing this trust, including a commission to himself of five percent (5%) of the gross proceeds of the sale; (B) after paying such expenses, he shall pay so far as may be possible the Indebtedness hereby secured, discharging
first that portion of said indebtedness arising under the covenants or agreements herein contained and not evidenced by note; (C) he shall pay the residue, if any, to Grantor, its successors, legal representatives or assigns. Payment of the purchase price to the Trustee shall satisfy the obligation of the purchaser at such sale therefore, and he shall not be bound to look after the application thereof.

(ii) Partial Sales. The sale by the Trustee of less than the whole of the Property shall not exhaust the power of sale herein granted, and the Trustee is specially empowered to make successive sales under the said power until the whole of the Property shall be sold; and, if the proceeds of such sale of less than the whole of such Property shall be less than the aggregate of the Indebtedness hereby secured and the expense of executing this trust, this Deed of Trust and the lien hereof shall remain in full force and effect as to the unsold portion of the Property just as though no sale had been made; provided, however, that Grantor shall never have any right to require the sale of less than the whole of the Property, but the Beneficiary shall have the right, at its sole election, to request the Trustee to sell less than the whole of such Property.

(iii) Substitute Trustees. If the herein-named Trustee shall die or become disqualified from acting in the execution of this trust, or shall fail or refuse to execute the same when requested by the Beneficiary so to do; or if, for any reason, the Beneficiary shall prefer to appoint a substitute trustee to act instead of the herein named Trustee, Beneficiary shall have full power to appoint, without other formality than the designation in writing, a substitute trustee, and, if necessary, several substitute trustees in succession, who shall succeed to all the estate, rights, powers and duties of the Trustee named herein. Such appointment may be executed by any authorized agent of the Beneficiary (and if Beneficiary be a corporatism and such appointment be executed in its behalf by any officer of such corporation, such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer of the corporation). And Grantor hereby ratifies and confirms any and all acts which the herein-named Trustee, or his successor or successors in this trust, shall do lawfully by virtue hereof.

(iv) Form of Instruments. Grantor hereby agrees, in behalf of itself and its successors, legal representatives and assigns, that the recitals contained in any deed or deeds executed in due form by any Trustee or substitute trustee, acting under the provisions of this instrument, shall be prima facie evidence of the facts recited, and that it shall not be necessary to prove in any court, otherwise than by such recitals, the existence of the facts essential to authorize the execution and delivery of such deed or deeds and the passing of
title thereby, and all prerequisites and requirements of any sale or sales shall be conclusively presumed to have been performed.

(v) Beneficiary May Purchase. The Beneficiary may bid and being the highest bidder become the purchaser of the Property at any trustee's or foreclosure sale hereunder and upon such purchase, acquire good title to the Property so purchased, free of the lien of these presents.

(f) Purchaser’s Rights Upon Trustee’s Sale. In the event that there be a Trustee’s sale hereunder, or foreclosure of the lien by judicial action, the purchaser at any such sale shall receive, as an incident to his ownership, immediate possession of the Property purchased and may disaffirm any easement granted, or rental or lease contract made, in violation of any provisions of this Deed of Trust, and may take immediate possession of the Property free from, and despite the terms of, such grant of easement and rental or lease contract. If at the time of such sale Grantor, its successors, legal representatives or assigns, be occupying the Property so sold, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either tenant or landlord, at a reasonable rental per day based upon the value of the Property, such rental to be due daily to the purchaser. It shall not be necessary for the purchaser at said sale to bring any legal action for possession thereof other than the statutory action of forcible detainer in any Justice Court having jurisdiction over the Property or any part thereof and all damages by reason of eviction and removal from the premises are hereby waived; and this agreement and the Trustee's deed shall constitute a lease and agreement under which the tenant's possession, each and all, arose and continued. The purchaser at such sale shall have the right to affirm or re-affirm any lease covering the premises or any part thereof.

(g) Grantor Shall Not Prevent Sale. Any sale made under the powers herein granted shall be a perpetual bar against the Grantor, its successors or assigns, none of which shall ever have or assert any right, under any statute or rule of law pertaining to the marshaling of assets, the exemption of homestead, the administration of estates of decedents, or other matter whatever, to defeat, reduce or affect the right of the Beneficiary, under the terms of this Deed of Trust, to a sale of the Property for the collection of said Indebtedness (without prior or different resort for collection), or the right of the Beneficiary, under the terms of this Deed of Trust, to the payment of such Indebtedness out of the proceeds of sale of the Property in preference to every other person and claimant whatever (only reasonable expenses as aforesaid being first deducted).

(h) Personal Property, Equipment and Fixtures as Collateral. With respect to the Collateral, Grantors hereby agree as follows:

(i) Sale of Collateral. In addition to and cumulative of any remedies granted in this Deed of Trust to Beneficiary, Beneficiary may, upon default hereunder
and acceleration of the Indebtedness pursuant to the provisions hereof, proceed under the Texas Uniform Commercial Code as amended and in effect as of the date of this document (hereinafter called "Uniform Commercial Code") as to all or any part of the Collateral and may exercise with respect to all or any part of the Collateral the rights, remedies and powers of a secured party under the Uniform Commercial Code, including, without limitation, the right and power to repossess, retain and to sell, at public or private sale or sales, or otherwise dispose of, lease or utilize the Collateral and any part or parts thereof and to dispose of the proceeds in any manner authorized or permitted under the applicable provisions of Subchapter E of Chapter 9 of the Uniform Commercial Code as in effect as of the date of this Deed of Trust and to apply the proceeds thereof toward payment of Beneficiary's reasonable attorneys' fees and the legal and other expenses and costs of pursuing, searching for, receiving, taking, keeping, storing, advertising, and selling the Collateral incurred by Beneficiary, and toward payment of the Indebtedness described in this Deed of Trust in such order and manner as Beneficiary may elect. Nothing in this provision shall be construed to impair or limit any right or power to which Beneficiary may be entitled at law or in equity.

(ii) Control of Collateral and Proceeds. Among the rights of Beneficiary upon default and acceleration of the Indebtedness pursuant to the provisions hereof, and without limitation, Beneficiary shall have the right, without being deemed guilty of trespass and without liability for damages thereby occasioned, (A) to enter upon any premises where the Collateral may be situated and take possession of the Collateral, or render it unusable, or dispose of the Collateral on the Grantor's premises and Grantor agrees not to resist or to interfere, and (B) to take any action deemed necessary or appropriate or desirable by Beneficiary at its option and, in its discretion, to repair, refurbish or otherwise prepare the Collateral for sale, lease or other use or disposition as hereinafter authorized, and the right of the Beneficiary, upon Debtor's default under any of the terms and conditions hereof, at its option, to transfer at any time, or to its nominee, the Collateral, or any part thereof, and to receive the monies, income, proceeds or benefits attributable thereto and to hold the same as security for the Grantor's obligations or to apply towards the payment of the Indebtedness secured hereby, whether or not then due, in such order or manner as the Beneficiary may elect. All rights to marshaling of assets of Grantor's including such right with respect to the Collateral, are hereby waived. Beneficiary may at Beneficiary's discretion require Grantor to assemble the Collateral and make it available to Beneficiary at a place designated by Beneficiary that is reasonably convenient to both parties.

(iii) Notice of Sale. The Beneficiary shall give the Grantor notice, by registered mail, postage prepaid, of the time and place of any public sale of any of the Collateral or of the time after which any
private sale or other intended disposition thereof is to be made by sending notice to the Grantor at least ten (10) days before the time of the sale or other disposition, which provisions for notice the Grantor and Beneficiary agree are reasonable; provided, however, that nothing herein shall preclude the Beneficiary from proceeding as to both real and personal property in accordance with Beneficiary's rights and remedies in respect to the real property, as provided in Section 9.501(a) of the Uniform Commercial Code, and without notice of such election to Grantors.

(iv) Propriety of Sale. Grantor covenants, stipulates and agrees that all recitals in any instrument of assignment or any other instrument executed by the Beneficiary incident to the sale, transfer, assignment, lease or other disposition or utilization of the Collateral, or any part thereof, hereunder shall be conclusive evidence of the matters stated therein and no other proof shall be requisite to establish full legal propriety of the sale or other action taken by the Beneficiary or of any fact, condition, or thing incident thereto, and all prerequisites to such sale or other action or of any fact, condition or thing incident thereto shall be presumed to have been performed or to have occurred.

(i) Suits for Foreclosure. Upon the occurrence of a Default, Beneficiary may, at its election, or the Trustee may, upon written request of Beneficiary, proceed by suit or suits, at law or in equity, to enforce the payment of the Indebtedness in accordance with the terms thereof, and to foreclose the lien and this Deed of Trust as against all or any portion of the Property and to have such Property sold under the judgment or decree of a court of competent jurisdiction.

(j) Remedies Cumulative. The rights and remedies herein expressly conferred are cumulative of all other rights and remedies by law or in equity provided, and shall not be deemed to deprive Beneficiary or Trustee of any such other rights or remedies, by judicial proceedings or otherwise, appropriate to enforce the conditions, covenants, terms and obligations of this Deed of Trust, and the employment of any remedy hereunder, or otherwise, shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies. Grantor also expressly waives and relinquishes any and all rights and remedies which it may have or be able to assert by reason of the provisions of Chapter 34 of the Texas Business and Commerce Code, pertaining to the rights and remedies of sureties.

5. Waiver and Releases.

(a) Waiver. No waiver of any default on the part of Grantor or breach of any of the provisions of this Deed of Trust shall be considered a waiver of any other or subsequent default or breach, and no delay or omission in exercising or enforcing the rights and powers herein granted shall be construed as a waiver of such rights and powers, and likewise no exercise of enforcement of any rights or powers hereunder shall be held to exhaust such rights and powers, and every such right and power may be exercised from time to time.
(b) Release. Any part of the Property may be released by the Beneficiary without affecting the lien hereof against the remainder. The lien and rights hereby granted shall not affect or be affected by any other security taken for the same Indebtedness or any part thereof. The taking of additional security, or the extension or renewal of the same Indebtedness or any part thereof, shall at no time render or impair the lien and rights granted hereby, or affect the liability of any endorser or surety, or improve the rights of any other lienholder; and the lien of this Deed of Trust as well as any instrument given to secure any renewal or extension of the Indebtedness secured hereby, or any part thereof, shall maintain its relative priority on all of the Property not expressly released, unless until the said Indebtedness is completely paid.

6. Miscellaneous.

(a) Appraisal and Redemption Laws. Grantor waives the benefit of all laws now existing or that hereafter may be enacted providing for (i) appraisement before sale of any portion of the Property, commonly known as Appraisal Laws and (ii) the benefit of all laws that may be hereafter enacted in any way extending the time for enforcement or the collection of said debt or creating or extending a period for redemption from any sale made in collecting said debt, commonly known as Stay Laws and Redemption Laws, and Grantor hereby agrees and contracts that the laws of the State of Texas, save as above excepted, now in force relative to the collection of said debt and the application of the payment thereof, are expressly adopted and made a part hereof.

(b) Binding Effect. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto and to any substitute trustee. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. The term "Beneficiary" shall also include any lawful owner, holder or pledgee of any Indebtedness secured hereby.

(c) Notices. Whenever any notice or demand is required or permitted hereunder, such notice or demand must be in writing. Any notice, demand, payment, or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, addressed to the person who is to receive it at the address which such person has theretofore specified by written notice delivered in accordance herewith. Until changed in accordance herewith, the following addresses are specified as the addresses for Grantor and Beneficiary for receiving notices, demand, payments and documents:

Grantor

MAREAL
800 Place Victoria
Suite 4111
Montreal, Quebec
Canada H4Z-1A2

Beneficiary

Russo, Inc.
1717 St. James Place
Suite 200
Houston, Texas 77056
When included within the term "Grantor" or "Beneficiary," there are more than one person, all shall jointly arrange among themselves for their joint execution and delivery of a notice to the other, specifying some person at some specific address for the receipt of notices, demands, payments, or documents. All persons included within the terms "Grantor" or "Beneficiary," respectively, shall be bound by notices, demands, payments, and documents given in accordance with the provisions of this paragraph to the same extent as if each had received such notice, demand, payment, or document.

Nothing in this paragraph, however, shall be interpreted or construed to require demand or notice of any kind to be given to any party hereunder unless such is expressly stated herein.

(e) Other Documents Relevant. Reference is here made to all instruments and records referred to herein and to those in all schedules mentioned herein, for all relevant purposes.

(f) Vendor's Lien and Superior Title. The Indebtedness hereby secured is further and additionally secured by a vendor's lien and superior title retained upon and against the Property as set out in Deed of even date herewith from Beneficiary to Grantor, and the lien created by this Deed of Trust is cumulative of and not in lieu of said vendor's lien and superior title.

(g) Exculpation. Notwithstanding any of the terms and provisions of the Note to the contrary, it is agreed by Beneficiary that no judgment, order or execution entered or issued in any suit, action or proceeding, legal or equitable, to enforce collection of any amounts payable by Grantor to Beneficiary under the Note or this Deed of Trust securing payment thereof shall provide for the satisfaction, payment or enforcement of payment of Grantor's obligations hereunder, any amounts payable under the Note or this Deed of Trust, or any other claim arising thereunder or hereunder, from any asset or thing other than the land described in this Deed of Trust; and in no event shall Beneficiary be entitled to seek, pursue or claim recovery from or enforcement against Grantor of any judgment for corporate or personal liability for any deficiency remaining unpaid, before or after enforcement of this Deed of Trust or any other documents securing payment of the Note, and Beneficiary agrees that it shall rely solely upon its rights and remedies under this Deed of Trust and other security instruments for collection of any such amounts owing hereunder or under the Note.

(h) Net Lease. Notwithstanding anything to the contrary contained herein, any obligation of Grantor hereunder which has been assumed by Beneficiary pursuant to the Net Lease shall be the sole obligation of Beneficiary during the term of the Net Lease, and no default in the performance of any such obligation of Grantor which has been thus assumed by Beneficiary during such term shall constitute a default under this Deed of Trust, and Beneficiary shall be entitled to no remedy for such default hereunder.
(i) Cancellation of Indebtedness. Reference is hereby further made to the Offer to Purchase and the Net Lease pertaining to the Property which contain provisions calling for the cancellation and release of this Deed of Trust upon the occurrence of certain events.

IN TESTIMONY WHEREOF, Grantors have executed this instrument this the 6th day of April, 1978.

MAREAL N.V., a Netherlands Antilles corporation

BY

[Signature]
Attorney-in-Fact
Carlo L. E. Pagani

(The type or print name)

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Carlo L. E. Pagani, Attorney-in-Fact of MAREAL N.V., a Netherlands Antilles corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of April, 1978.

[Signature]
Notary Public In and For County, Texas

(Type or print name)

My Commission Expires: [Signature]
EXHIBIT "A"

Being a tract of land containing 3.5584 acres out of Woodlake, Section 4, a subdivision, as recorded in Volume 174, Page 15, Harris County Map Records, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod in the Northwest corner of said Woodlake, Section 4, said iron rod being on the East right-of-way of South Gessner Road, being 100 feet wide;

THENCE South 02° 20' 38" East 182.00 feet along the East right-of-way line of South Gessner Road, to a 5/8 inch iron rod and THE POINT OF BEGINNING;

THENCE South 02° 20' 38" East 431.28 feet along the East right-of-way line of Gessner Road to 5/8 inch iron rod;

THENCE South 47° 20' 38" East 14.14 feet to a 5/8 inch iron rod in the North right-of-way line of Ella Lee Lane, being 60.0 feet wide;

THENCE North 87° 39' 22" East 178.96 feet along the North right-of-way line of Ella Lee Lane to a 5/8 inch iron rod and the P. C. of a curve to the right;

THENCE Easterly along the North right-of-way line of Ella Lee Lane and said curve to the right, having a central angle of 09° 54' 47" and a radius of 1260.00 feet, a distance of 218.00 feet to a 5/8 inch iron rod;

THENCE North 08° 56' 00" East 40.36 feet to the P. C. of a curve to the right;

THENCE Northerly along said curve to the right, having a central angle of 14° 44' 30" and a radius of 164.00 feet, a distance of 42.20 feet;

THENCE North 66° 19' 30" West 21.00 feet along a radial line of a curve to the left to the P. C. of said curve;

THENCE Northerly along said curve to the left, having a central angle of 25° 24' 34" and radius of 115.00 feet, a distance of 51.00 feet;

THENCE North 88° 15' 56" East 21.00 feet along a radial line of a curve to the left, to the P. C. of said curve;

THENCE Northerly along said curve to the left, having a central angle of 05° 36' 34", and radius of 136.00 feet, a distance of 13.315 feet;

THENCE North 07° 20' 38" West 17.00 feet to a point for corner;

THENCE South 82° 39' 22" West 21.00 feet to a point for corner;

THENCE North 07° 20' 38" West 51.00 feet to a point for corner;

THENCE North 82° 39' 22" East 21.00 feet along a radial line of a curve to the right to the P. C. of said curve;

THENCE Northerly along said curve to the right, having a central angle of 06° 51' 20" and radius of 164.00 feet, a distance of 19.62 feet, to the P. C. of a curve to the left;

THENCE Northwesterly along said curve to the left, having a central angle of 75° 18' 09" and radius of 20.00 feet, a distance of 26.29 feet;
THENCE South 14° 12' 33" West 21.00 feet to a point for corner;

THENCE North 75° 47' 27" West 34.21 feet to a point for corner;

THENCE North 14° 12' 33" East 21.00 feet along a radial line of a curve to the right to the P. C. of said curve;

THENCE Northwesterly along said curve to the right, having a central angle of 28° 26' 49" and radius of 35.00 feet, a distance of 17.35 feet;

THENCE South 42° 39' 22" West 21.00 feet to a point for corner;

THENCE North 47° 20' 38" West 161.82 feet to a point for corner;

THENCE North 42° 39' 22" East 21.00 feet along the radial line of a curve to the right to the P. C. of said curve;

THENCE Northwesterly along said curve to the right, having a central angle of 28° 59' 29" and radius of 35.00 feet, a distance of 17.71 feet;

THENCE South 71° 38' 51" West 21.00 feet to a point for corner;

THENCE North 18° 21' 09" West 25.00 feet to a point for corner;

THENCE North 71° 38' 51" East 21.00 feet to a point for corner;

THENCE North 18° 21' 09" West 7.44 feet to the P. C. of a curve to the left;

THENCE Westerly along said curve to the left, having a central angle of 73° 17' 24", and radius of 20.00 feet, a distance of 25.58 feet to the P. C. of a curve to the right;

THENCE Westerly along said curve to the right, having a central angle of 12° 21' 31" and radius of 164.00 feet, a distance of 35.375 feet;

THENCE South 10° 42' 58" West 21.00 feet along the radial line of a curve to the left to the P. C. of said curve;

THENCE Westerly along the said curve to the left, having a central angle of 13° 03' 36" and radius of 115.00 feet, a distance of 26.21 feet;

THENCE South 87° 39' 22" West 24.79 feet to a point for corner;

THENCE North 02° 20' 36" West 21.00 feet to a point for corner;

THENCE South 87° 39' 22" West 26.67 feet to a point for corner;

THENCE South 02° 20' 36" East 21.00 feet to a point for corner;

THENCE South 87° 39' 22" West 59.50 feet to a point for corner;

THENCE North 02° 20' 36" West 21.00 feet to a point for corner;

THENCE South 87° 39' 22" West 44.50 feet to a 5/8 inch iron rod in the East right-of-way line of Gessner Road being THE POINT OF BEGINNING, and containing 3.5584 acres, more or less.
SUBJECT TO:

1. That certain promissory note dated June 3, 1977, in the original principal amount of $2,575,000.00, payable to the order of The Penn Mutual Life Insurance Company, said note being secured by a deed of trust of even date with said note, executed by Grantor to Richard V. Adkins, Trustee, for the benefit of The Penn Mutual Life Insurance Company, said deed of trust filed for record in the office of the County Clerk of Harris County, Texas, on July 8, 1977, under Clerk's File No. F 208098.

2. Taxes for the year 1978 and subsequent years not yet due and payable.


4. Rights of parties in possession as tenants only under the following lease agreements:

   (a) Lease Agreement between Diversified Building Equities, Inc. ("DBE") and Intairdrl, Ltd. dated December 7, 1976;

   (b) Lease Agreement between DBE and Clara J. Yates dated December 9, 1976;

   (c) Lease Agreement between DBE and Likover Ross & Associates and Barbara M. Ross dated March 30, 1977;

   (d) Lease Agreement between DBE and Youngstown Steel Products Company dated March 22, 1977;

   (e) Lease Agreement between DBE and Phoenix Management Corporation dated June 13, 1977;

   (f) Lease Agreement between DBE and Texas Pipe and Accessory Supply Co., Inc. dated July 19, 1977;

   (g) Lease Agreement between DBE and Bayou Industries dated November 30, 1977;

   (h) Lease Agreement between DBE and Southwest Business Publications dated November 30, 1977;

   (i) Lease Agreement between DBE and Robert L. Wynne, D.D.S. dated December 27, 1977;

   (j) Lease Agreement between DBE and George F. Sims, d/b/a, George F. Sims & Associates, Inc. dated January 31, 1978;

   (k) Lease Agreement between DBE and Robert S. Heller Company, Inc. dated July 8, 1976;

   (l) Lease Agreement between DBE and James S. Kelley dated September 29, 1976;

   (m) Lease Agreement between DBE and Petro Steel dated July 14, 1976;

   (n) Lease Agreement between DBE and SGF Investment Company dated July 9, 1976;

   (o) Lease Agreement between DBE and William T. Dorman dated October 18, 1976;


5. Building setback lines and utility easements shown on the Street Dedication Plat of Briar Forest Drive, Tanglewilde Avenue and Ella Lee
Lane of Woodlake of recorded recorded in Volume 172, Page 84, Map Records of Harris County, Texas, being the same easement reflected on a survey prepared by Thomas H. Eikel dated August 4, 1976, revised January 23, 1978.


8. All of the oil, gas and other minerals reserved in deed filed under Clerk's File No. D 771093 which said deed contains a waiver of right to use surface for development of oil and other minerals.


STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number SEQUENCE on the date and at the time stamped hereon by me and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on APR 06 1978

COUNTY CLERK, HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM:

At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon reproduction because of illegibility, carbon paper, etc. All checks or photo copy, decolored paper, etc. All checks or photo copy, decolored paper, etc. and changes were present at the time the instrument was filed and recorded.
## Off-Site Cost Breakdown

This form must be submitted with the Development Cost Schedule if the development has offsite costs, whether those costs are included in the budget as a line item, embedded in the acquisition costs, or referenced in utility provider letters. Therefore, the total costs listed on this worksheet may or may not exactly correspond with those off-site costs indicated on the Development Costs Schedule. However, all costs listed here should be able to be justified in another place in the application.

**Column A:** The offsite activity reflected here should correspond to the offsite activity reflected in the Development Cost Schedule or other supporting documentation.

**Columns B and C:** In determining actual construction cost, two different methods may be used:

**Column D:** To arrive at total construction costs in Column D:

**Column E:** Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

**Column F:** Engineering/architectural costs must be broken out by the offsite work activity.

**Column G:** Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

**ALL contingency must be included in the Contingency line item on the Development Cost Schedule and NOT on this form**

**This form must be completed by a professional engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

<table>
<thead>
<tr>
<th>A.</th>
<th>B.</th>
<th>C.</th>
<th>D.</th>
<th>E.</th>
<th>F.</th>
<th>G.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activity</td>
<td>Labor or Unit Price</td>
<td>Materials or # of Units</td>
<td>Total Construction Costs</td>
<td>Acquisition Costs</td>
<td>Engineering / Architectural Costs</td>
<td>Total Activity Costs</td>
</tr>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Lines 35-37 Hidden | | |

Total | $ | - |

Signature of Registered Engineer responsible for Budget Justification

Printed Name

Date

If a revised form is submitted, date of submission: 2/26/2020

Seal
This form must be submitted with the Development Cost Schedule as justification of Site Work costs.

**Column A:** The Site Work activity reflected here must match the Site Work activity reflected in the Development Cost Schedule.

**Columns B and C:** In determining actual construction cost, two different methods may be used:
- The construction costs may be broken into labor (Column B) and materials (Column C) for the activity; **OR**
- The use of unit price (Column B) and the number of units (Column C) data for the activity.

**Column D:** To arrive at total construction costs in Column D:
- If based on labor and materials, add Column B and Column C together to arrive at total construction costs.
- If based on unit price measures, Column B is multiplied by Column C to arrive at total construction costs.

**Column E:** Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

**Column F:** Engineering/architectural costs must be broken out by the Site Work activity.

**Column G:** Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

---

**For Site Work costs that exceed $15,000 per Unit and are included in Eligible Basis, a CPA letter allocating which portions of those site costs should be included in Eligible Basis and which ones may be ineligible must be submitted behind this tab.**

---

<table>
<thead>
<tr>
<th>A. Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rough grading</td>
<td>$280,000.00</td>
<td></td>
<td>$280,000.00</td>
<td></td>
<td></td>
<td>$280,000.00</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>$308,716.00</td>
<td></td>
<td>$308,716.00</td>
<td></td>
<td></td>
<td>$308,716.00</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>$100,000.00</td>
<td></td>
<td>$100,000.00</td>
<td></td>
<td></td>
<td>$100,000.00</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>$133,569.00</td>
<td></td>
<td>$133,569.00</td>
<td></td>
<td></td>
<td>$133,569.00</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>$10,000.00</td>
<td></td>
<td>$10,000.00</td>
<td></td>
<td></td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Detention and drainage</td>
<td>$444,350.00</td>
<td></td>
<td>$444,350.00</td>
<td></td>
<td></td>
<td>$444,350.00</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,276,635</td>
</tr>
</tbody>
</table>

---

**Signature of Registered Engineer**

Edward L. Nagorski

**Printed Name**

Edward L. Nagorski

**Date**

2-25-2020

**Seal**

2-25-2020
# Development Cost Schedule

This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the Total Cost column. Direct Loan Applicants should review costs ineligible for reimbursement with Direct Loan funds in 10 TAC §13.3(e), while all HTC Applicants must complete the Eligible Basis columns and the Requested Credit calculation below:

<table>
<thead>
<tr>
<th>TOTAL DEVELOPMENT SUMMARY</th>
<th>Scratches Paper/Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACQUISITION</strong></td>
<td></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td></td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
<td>$7,000,000</td>
</tr>
<tr>
<td>Closing costs &amp; acq. legal fees</td>
<td>$0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>$0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td><strong>$7,000,000</strong> $0 $0</td>
</tr>
</tbody>
</table>

**OFF-SITES**

- Off-site concrete
- Storm drains & devices
- Water & fire hydrants
- Off-site utilities
- Sewer lateral(s)
- Off-site paving
- Off-site electrical

| **Subtotal Off-Sites Cost** | $0 $0 $0 |

**SITE WORK**

- Demolition
- Asbestos Abatement (Demolition Only)
- Detention
- Rough grading | $280,000 $280,000 |
- Fine grading
- On-site concrete | $308,716 $308,716 |
- On-site electrical | $100,000 $100,000 |
- On-site paving
- On-site utilities | $133,569 $133,569 |
- Decorative masonry
- Bumper stops, striping & signs | $10,000 $10,000 |
- **Detention and Drainage** | $444,350 $444,350 |
| **Subtotal Site Work Cost** | **$1,276,635** $0 $1,276,635 |

**SITE AMENITIES**

- Landscaping | $164,039 $164,039 |
- Pool and decking
- Athletic court(s), playground(s) | $50,000 $50,000 |
- Fencing | $95,260 $95,260 |

| **Other (specify) - see footnote 1** | $0 |
| **Subtotal Site Amenities Cost** | **$309,299** $0 $309,299 |

ALL OFF-SITE COSTS REQUIRE DOCUMENTATION. THOSE ENTERED IN BASIS REQUIRE MORE DOCUMENTATION!!! SEE 10 TAC §11.204(8)(E)(ii).
**BUILDING COSTS***:

<table>
<thead>
<tr>
<th>Item</th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>1,033,555</td>
<td>1,033,555</td>
</tr>
<tr>
<td>Masonry</td>
<td>679,852</td>
<td>679,852</td>
</tr>
<tr>
<td>Metals</td>
<td>274,125</td>
<td>274,125</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>2,847,504</td>
<td>2,847,504</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>290,000</td>
<td>290,000</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>375,000</td>
<td>375,000</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>517,395</td>
<td>517,395</td>
</tr>
<tr>
<td>Finishes</td>
<td>1,500,375</td>
<td>1,500,375</td>
</tr>
<tr>
<td>Specialties</td>
<td>658,425</td>
<td>658,425</td>
</tr>
<tr>
<td>Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Furnishings</td>
<td>297,250</td>
<td>297,250</td>
</tr>
<tr>
<td>Special Construction</td>
<td>25,000</td>
<td>25,000</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>220,000</td>
<td>220,000</td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>1,411,800</td>
<td>1,411,800</td>
</tr>
<tr>
<td>Electrical</td>
<td>1,127,125</td>
<td>1,127,125</td>
</tr>
</tbody>
</table>

**Individually itemize costs below:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detached Community Facilities/Building</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structured Parking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Building Costs**

<table>
<thead>
<tr>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$11,257,406</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Voluntary Eligible Building Costs (After 11.9(e)(2))***

| Voluntary Eligible “Hard Costs” (After 11.9(e)(2))*** | $81.50 psf | $9,621,971 |

**If NOT seeking to score points under §11.9(e)(2), E77:E78 should remain BLANK. True eligible building cost should be entered in line items E33:E74. If requesting points under §11.9(e)(2) related to Cost of Development per Square Foot, enter the true or voluntarily limited costs in E77:E78 that produces the target cost per square foot in D77:D78. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D202.**

<table>
<thead>
<tr>
<th>TOTAL BUILDING COSTS &amp; SITE WORK &amp; (including site amenities)</th>
<th>$12,843,340</th>
<th>$0</th>
<th>$11,207,905</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contingency</td>
<td>5.72%</td>
<td>$734,117</td>
<td>734,117</td>
</tr>
</tbody>
</table>

**TOTAL HARD COSTS**

<table>
<thead>
<tr>
<th>OTHER CONSTRUCTION COSTS</th>
<th>%THC</th>
<th>%EHC</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>5.80%</td>
<td>600,000</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>1.94%</td>
<td>235,000</td>
</tr>
<tr>
<td>G &amp; A Field (within overhead limit)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Contractor profit (&lt;6%)</td>
<td>5.80%</td>
<td>600,000</td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTOR FEES**

<table>
<thead>
<tr>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,839,000</td>
<td>$0</td>
</tr>
</tbody>
</table>

**TOTAL CONSTRUCTION CONTRACT**

<table>
<thead>
<tr>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$15,416,457</td>
<td>$0</td>
</tr>
</tbody>
</table>

| Voluntary Eligible “Hard Costs” (After 11.9(e)(2))*** | $0.00 psf | $0.00 |

**If NOT seeking to score points under §11.9(e)(2), E96:E97 should remain BLANK. True eligible cost should be entered in line items E83 and E87:E91. If requesting points under §11.9(e)(2) related to Cost of Development per Square Foot, enter the true or voluntarily limited costs in E96:E97 that produces the target cost per square foot in D96:D97. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D202.**

2/26/2020
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>263,930</td>
<td>263,930</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>85,500</td>
<td>85,500</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>120,000</td>
<td>120,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>135,000</td>
<td>135,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td>250,000</td>
<td>250,000</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>Appraisal</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Market analysis</td>
<td>7,500</td>
<td>7,500</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>10,500</td>
<td>10,500</td>
</tr>
<tr>
<td>Soils report</td>
<td>11,400</td>
<td>11,400</td>
</tr>
<tr>
<td>Survey</td>
<td>25,000</td>
<td>25,000</td>
</tr>
<tr>
<td>Marketing</td>
<td>43,850</td>
<td></td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Personal property taxes</td>
<td>9,500</td>
<td>9,500</td>
</tr>
<tr>
<td>Tenant Relocation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PLEASE SPECIFY - see footnote 1</td>
<td>66,100</td>
<td>66,100</td>
</tr>
<tr>
<td>PLEASE SPECIFY - see footnote 1</td>
<td>122,500</td>
<td>122,500</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Soft Cost</strong></td>
<td><strong>$1,395,780</strong></td>
<td><strong>$0</strong></td>
</tr>
<tr>
<td><strong>FFE soft cost contingency</strong></td>
<td></td>
<td><strong>$1,351,930</strong></td>
</tr>
</tbody>
</table>

**FINANCING:**

**CONSTRUCTION LOAN(S)**

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>440,000</td>
<td>440,000</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>110,000</td>
<td>110,000</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>45,000</td>
<td>45,000</td>
</tr>
<tr>
<td>Credit Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount Points</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**PERMANENT LOAN(S)**

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>49,500</td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>25,000</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>50,000</td>
<td></td>
</tr>
<tr>
<td>Bond premium</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**BRIDGE LOAN(S)**

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>64,350</td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td></td>
</tr>
<tr>
<td>Payment bonds</td>
<td>116,500</td>
</tr>
<tr>
<td>Performance bonds</td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td>50,000</td>
</tr>
<tr>
<td>Tax opinion</td>
<td></td>
</tr>
<tr>
<td>Refinance (existing loan payoff amt)</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Financing Cost: $1,150,350

### DEVELOPER FEES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>2,574,000</td>
<td></td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Profit or fee</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Developer Fees: $2,574,000, 15.00%

### RESERVES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td></td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Operating - new funds</td>
<td>615,513</td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td></td>
</tr>
<tr>
<td>Replacement - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td></td>
</tr>
<tr>
<td>Escrows - existing reserves*</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Reserves: $615,513

*Any existing reserve amounts should be listed on the Schedule of Sources.

### TOTAL HOUSING DEVELOPMENT COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating - new funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacement - existing reserves*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Escrows - existing reserves*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL HOUSING DEVELOPMENT COSTS: $28,152,100

### Deduct From Basis:

- Federal grants used to finance costs in Eligible Basis
- Non-qualified non-recourse financing
- Non-qualified portion of higher quality units §42(d)(5)
- Historic Credits (residential portion only)

Total Eligible Basis: $0, $17,851,952

**High Cost Area Adjustment (100% or 130%)**

Total Adjusted Basis: $0, $23,207,538

Applicable Fraction: 78%

Total Qualified Basis: $18,101,880

**Applicable Percentage**

Credits Supported by Eligible Basis: $1,629,169

Credit Request (from 17.Development Narrative): $1,500,000

Requested Score for 11.9(e)(2): 12

*11.9(c)(2) Cost Per Square Foot: DO NOT ROUND! Applicants are advised to ensure that the figure is not rounding down to the maximum dollar figure to support the elected points.

Name of contact for Cost Estimate: Steve Sivells

Phone Number for Contact: (972) 980-9810

If a revised form is submitted, date of submission: 2/26/2020
Preliminary Utility Plan | 9
Applicant Information:

Property Owner
Name: Atriumview Corp
Address: 2077 S Gessner RD STE 143
City/State/Zip: Houston, TX, 77063
Telephone: N/A
Email Address: N/A

Agent
Name: Alejandro Vasquez
Firm Name: WGI
Address: 2500 Summer Street, Suite 2100
City/State/Zip: Houston, TX, 77007
Telephone: 346-352-2952
Email Address: Alejandro.Vasquez@WGinc.com

All responses and/or questions should be directed to (check one or both):

☐ Property Owner   ☒ Agent

a. Form to be accompanied by a scalable site plan layout with driveway locations indicating the extent of the access which the private property has or (is planned) to public streets. On site traffic related features (loading docks, emergency lanes, driveway entrance/exits) should be depicted on site plan.
b. Forms may be submitted at any time prior to or during Preliminary Plat submittal and Final Site Plan Permitting
c. Results of review/analysis will result in “Interpose no objection to Permitting” or “Requires submittal and approval of additional information prior to Permitting”
CITY OF HOUSTON
FORM A
ACCESS MANAGEMENT
DATA SUMMARY

SITE INFORMATION:
2077 S Gessner RD
Street Address (Primary Access):
Houston, TX, 77063

Legal Description (if no street address)
490S 77063
Key Map Page No. Zip Code

The dimensions of the private property, and the type and location of improvements thereon or to be placed thereon:
Tract Size (Sq Ft or Acres): 155,004 SF

Current Land Use (include # of units, square footage of improvements, etc.)
145, Land Neighborhood General Assignment

Current Trip Generation Rates (Based on ITE Trip Generation Handbook or COH approved local rate)
ITE Land Use Classification: Vacant AM Trip Rate: N/A PM Trip Rate: N/A (Code & Description)
AM Peak Hour Trips: N/A PM Peak Hour Trips: N/A Average Daily Traffic: N/A
(Provide Trip Generation supporting documentation as applicable.)

Proposed use to be made of the private property: (include proposed # of units, square footage of improvements, etc.)

Proposed Trip Generation Rates (Based on ITE Trip Generation Handbook or COH approved local rate)
ITE Land Use Classification: Apartment AM Trip Rate: 0.51 PM Trip Rate: 0.62 (Code & Description)
AM Peak Hour Trips: 74 PM Peak Hour Trips: 90 Average Daily Traffic: 964
(Provide Trip Generation supporting documentation as applicable)
City of Houston Utility Maps & Impact rates | 12
1 inch = 100 feet

CITY OF HOUSTON
Department of Public Works and Engineering
Geographic Information & Management System (GIMS)

DISCLAIMER: THIS MAP REPRESENTS THE BEST INFORMATION AVAILABLE TO THE CITY. THE CITY DOES NOT WARRANT ITS ACCURACY OR COMPLETENESS. FIELD VERIFICATIONS SHOULD BE DONE AS NECESSARY.

http://www.gims.houstontx.gov/gims/DisplayPlot.html?Image=fa4b2310c33f4499ac62cdaf580e480d.png&Scale=100&stop2=true
# City of Houston
## Planning & Development Services Division
### Impact Fee Service Unit Equivalent Table
Recommended SUs are based on 1.0 SU = 250 gpd.

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Type of Development</th>
<th>Service Unit Equivalent</th>
<th>Per</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bakery</td>
<td>0.0019</td>
<td>Square Foot</td>
</tr>
<tr>
<td>2</td>
<td>Banquet Hall (No cooking, warming kitchen only)</td>
<td>0.0200</td>
<td>Occupant</td>
</tr>
<tr>
<td>3</td>
<td>Barber Shop</td>
<td>0.6048</td>
<td>Bowl</td>
</tr>
<tr>
<td>4</td>
<td>Beauty Shop or Beauty Salon</td>
<td>0.6048</td>
<td>Bowl</td>
</tr>
<tr>
<td>5</td>
<td>Bowling Alley (Dining Additional Charge)</td>
<td>0.8000</td>
<td>Lane</td>
</tr>
<tr>
<td>6</td>
<td>Car Repair (Office Additional Charge)</td>
<td>0.00020</td>
<td>Square Foot</td>
</tr>
<tr>
<td>7</td>
<td>Carwash, Tunnel, Self-Service</td>
<td>8.00</td>
<td>Carwash</td>
</tr>
<tr>
<td>8</td>
<td>Carwash, Tunnel, with Attendant</td>
<td>39.60</td>
<td>Carwash</td>
</tr>
<tr>
<td>9</td>
<td>Carwash, Wand Type, Self Serve</td>
<td>1.54</td>
<td>Carwash Bay</td>
</tr>
<tr>
<td>10</td>
<td>Church or Fellowship Hall</td>
<td>0.0337</td>
<td>Occupant</td>
</tr>
<tr>
<td>11</td>
<td>Club, Tavern, or Lounge</td>
<td>0.0399</td>
<td>Occupant</td>
</tr>
<tr>
<td>12</td>
<td>Concert Hall</td>
<td>0.0399</td>
<td>Occupant</td>
</tr>
<tr>
<td>13</td>
<td>Country Club</td>
<td>0.4032</td>
<td>Member</td>
</tr>
<tr>
<td>14</td>
<td>Dance School or Dance Studio</td>
<td>0.1008</td>
<td>Guest</td>
</tr>
<tr>
<td>15</td>
<td>Day Care Center</td>
<td>0.0399</td>
<td>Occupant</td>
</tr>
<tr>
<td>16</td>
<td>Dormitory (Dining Additional Charge)</td>
<td>0.3604</td>
<td>Bed</td>
</tr>
<tr>
<td>17</td>
<td>Fire Station (Dining Additional Charge)</td>
<td>0.3604</td>
<td>Capita</td>
</tr>
<tr>
<td>18</td>
<td>Fitness Center/Club - Freestanding</td>
<td>0.0015</td>
<td>Square Foot</td>
</tr>
<tr>
<td>19</td>
<td>Fitness Club - within shopping center</td>
<td>0.0399</td>
<td>Occupant</td>
</tr>
<tr>
<td>20</td>
<td>Funeral Home (Services Per Week)</td>
<td>0.39</td>
<td>Service</td>
</tr>
<tr>
<td>21</td>
<td>Gas Station with Carwash</td>
<td>11.78</td>
<td>Station</td>
</tr>
<tr>
<td>22</td>
<td>Gas Station without Carwash</td>
<td>2.21</td>
<td>Station</td>
</tr>
<tr>
<td>23</td>
<td>Grocery Store, 5,000-28,999 Sq Ft</td>
<td>0.00033</td>
<td>Square Foot</td>
</tr>
<tr>
<td>24</td>
<td>Grocery Store, 29,000+ Sq Ft</td>
<td>0.0009</td>
<td>Square Foot</td>
</tr>
<tr>
<td>25</td>
<td>Homeless Shelter (No cooking or dining)</td>
<td>0.1323</td>
<td>Bed</td>
</tr>
<tr>
<td>26</td>
<td>Hospital (Dining Additional Charge)</td>
<td>0.8001</td>
<td>Bed</td>
</tr>
<tr>
<td>27</td>
<td>Hotel or Motel, with or w/o kitchenettes</td>
<td>0.7554</td>
<td>Room</td>
</tr>
<tr>
<td>28</td>
<td>Manufacturing</td>
<td>0.00020</td>
<td>Square Foot</td>
</tr>
<tr>
<td>29</td>
<td>Mobile Home Park</td>
<td>1.00</td>
<td>Space</td>
</tr>
<tr>
<td>30</td>
<td>Movie Theater</td>
<td>0.0200</td>
<td>Seat</td>
</tr>
<tr>
<td>31</td>
<td>Nail Salon (Manicure or Pedicure)</td>
<td>0.0004</td>
<td>Square Foot</td>
</tr>
<tr>
<td>32</td>
<td>Nursing Home (Salon &amp; Dining Additional Charge)</td>
<td>0.3024</td>
<td>Bowl</td>
</tr>
<tr>
<td>33</td>
<td>Office (includes studio, therapy &amp; massage)</td>
<td>0.3604</td>
<td>Bed</td>
</tr>
<tr>
<td>34</td>
<td>Park</td>
<td>0.00237</td>
<td>Square Foot</td>
</tr>
<tr>
<td>35</td>
<td>Post Office, Excluding Dock</td>
<td>0.0200</td>
<td>Occupant</td>
</tr>
<tr>
<td>36</td>
<td>Prison</td>
<td>0.00320</td>
<td>Square Foot</td>
</tr>
<tr>
<td>37</td>
<td>Racquetball Court</td>
<td>0.6426</td>
<td>Court</td>
</tr>
<tr>
<td>38</td>
<td>Recreational Vehicle Park</td>
<td>0.3000</td>
<td>Vehicle</td>
</tr>
<tr>
<td>39</td>
<td>Residence, Apartment with washer/dryer</td>
<td>0.4762</td>
<td>Unit</td>
</tr>
<tr>
<td>40</td>
<td>Residence, Apartment without washer/dryer</td>
<td>0.4046</td>
<td>Unit</td>
</tr>
<tr>
<td>41</td>
<td>Residence, Condominium</td>
<td>0.4762</td>
<td>Unit</td>
</tr>
<tr>
<td>42</td>
<td>Residence, Single Family or Townhouse, up to 3000 Sq Ft (Additional charge of 0.0002 SU per Sq Ft over 3000 Sq Ft)</td>
<td>1.0000</td>
<td>Unit</td>
</tr>
<tr>
<td>43</td>
<td>Restaurant, Fast Food</td>
<td>0.0021</td>
<td>Square Foot</td>
</tr>
<tr>
<td>44</td>
<td>Restaurant, Full Service/Dining/Bar Area</td>
<td>0.0033</td>
<td>Square Foot</td>
</tr>
<tr>
<td>45</td>
<td>Retail</td>
<td>0.000281</td>
<td>Square Foot</td>
</tr>
<tr>
<td>46</td>
<td>School (College, High, Middle, Elementary)</td>
<td>0.0198</td>
<td>Seat</td>
</tr>
<tr>
<td>47</td>
<td>Skating Rink</td>
<td>0.0200</td>
<td>Capita</td>
</tr>
<tr>
<td>48</td>
<td>Stadium</td>
<td>0.0126</td>
<td>Seat</td>
</tr>
<tr>
<td>49</td>
<td>Swimming Pool</td>
<td>0.0200</td>
<td>Swimmer</td>
</tr>
<tr>
<td>50</td>
<td>Toilet (Park Amenity)</td>
<td>0.1640</td>
<td>Toilet</td>
</tr>
<tr>
<td>51</td>
<td>Transportation Terminal (Dining Additional Charge)</td>
<td>0.0200</td>
<td>Passenger</td>
</tr>
<tr>
<td>52</td>
<td>Warehouse</td>
<td>0.000121</td>
<td>Square Foot</td>
</tr>
<tr>
<td>53</td>
<td>Washateria</td>
<td>0.5639</td>
<td>Machine</td>
</tr>
<tr>
<td>54</td>
<td>Water Dispensing Unit - Freestanding</td>
<td>4.5630</td>
<td>Unit</td>
</tr>
</tbody>
</table>
Letter of Gas Availability

Address: 2077 S Gessner

Contact name: Alejandro Vasquez

Contact #: 
Fax/Email: 

To Whom it may concern

Based on the information you have provided, my preliminary investigation shows that CenterPoint Energy has gas mains in the vicinity of the above mentioned address adequate to supply your natural gas demands.

Cost (if applicable) of installation and location of service line will be determined after I have received the following information:

1. A detailed list of all gas equipment and BTU input rating of each appliance. Include estimated days and hours of operation.
2. Required delivery pressure.
3. Desired location of the meter

Thank you for your interest in natural gas. I look forward to working with you. If you have any further questions, please give me a call.

Sincerely,

Veronica Willis
Sr. Gas Service Coordinator
12330 Bellaire Blvd
Houston Tx 77072
January 24, 2020

Alejandro Vasquez  
DMA Development Company, LLC  
2077 S Gessner rd  
Houston, Texas 77063

RE: Proposed Apartment complex - 2077 S Gessner Rd

Dear Mr Vasquez:

This letter is in response to your request for information on the availability of service at the above property at 2077 S Gessner Rd by AT&T.

This letter acknowledges that the above referenced 2077 S Gessner Rd is located in an area served by AT&T. Any service arrangements for the 2077 S Gessner Rd will be subject to later discussions and agreements between the developer and AT&T. Please be advised that this letter is not a commitment by AT&T to provide service to 2077 S Gessner Rd.

Please contact me at the phone number included in this letter with any questions.

Thank you for contacting AT&T.

Sincerely,

David Mertz  
Manager Engineering design
### MC-4500 STORMTECH CHAMBER SPECIFICATIONS

1. **CHAMBERS SHALL BE STORMTECH MC-4500.**
2. **CHAMBERS SHALL BE ARCH-SHAPED AND SHALL BE MANUFACTURED FROM VIRGIN, IMPACT-MODIFIED POLYPROPYLENE COPOLYMERS.**
3. **CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2416-16a, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS" CHAMBER CLASSIFICATION 60x101.**
4. **CHAMBER ROWS SHALL PROVIDE CONTINUOUS, UNOBSTRUCTED INTERNAL SPACE WITH NO INTERNAL SUPPORTS THAT WOULD IMPEDE FLOW OR LIMIT ACCESS FOR INSPECTION.**
5. **THE STRUCTURAL DESIGN OF THE CHAMBERS, THE STRUCTURAL BACKFILL, AND THE INSTALLATION REQUIREMENTS SHALL ENSURE THAT THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12, ARE MET FOR: 1) LONG-DURATION DEAD LOADS AND 2) SHORT-DURATION LIVE LOADS, BASED ON THE AASHTO DESIGN TRUCK WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESENCES.**
6. **CHAMBERS SHALL BE DESIGNED, TESTED AND ALLOWABLE LOAD CONFIGURATIONS DETERMINED IN ACCORDANCE WITH ASTM F2787, "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS" CHAMBER CLASSIFICATION 60x101.**
7. **LOAD CONFIGURATIONS SHALL INCLUDE: 1) INSTANTANEOUS (<1 MIN) AASHTO DESIGN TRUCK LIVE LOAD ON MINIMUM COVER 2) LONG-DURATION DEAD LOADS AND 2) SHORT-DURATION LIVE LOADS, BASED ON THE AASHTO DESIGN TRUCK WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESENCES.**
8. **THE TEST DERIVED CREEP MODULUS AS SPECIFIED IN ASTM F2418 SHALL BE USED FOR PERMANENT DEAD LOAD DESIGN.**
9. **THE STRUCTURAL EVALUATION SHALL DEMONSTRATE THAT THE SAFETY FACTORS ARE GREATER THAN OR EQUAL TO 1.95 FOR: • TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT AS DEFINED IN SECTION 6.2.8 OF ASTM F2418 SHALL BE GREATER THAN OR EQUAL TO 500 LBS/IN/IN. AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.**
10. **EMBEDMENT STONE SURROUNDING CHAMBERS MUST BE A CLEAN, CRUSHED, ANGULAR STONE MEETING THE AASHTO M43 DESIGNATION OF #3 OR #4.**
11. **STONE SHALL BE BROUGHT UP EVENLY AROUND CHAMBERS SO AS NOT TO DISTORT THE CHAMBER SHAPE. STONE DEPTHS SHOULD NEVER DIFFER BY MORE THAN 12" (300 mm) BETWEEN ADJACENT CHAMBER ROWS.**
12. **CHAMBERS ARE NOT TO BE BACKFILLED WITH A DOZER OR EXCAVATOR SITUATED OVER THE CHAMBERS.**

### IMPORTANT - NOTES FOR THE BIDDING AND INSTALLATION OF MC-4500 CHAMBER SYSTEM

1. **STORMTECH MC-4500 CHAMBERS SHALL NOT BE INSTALLED UNTIL THE MANUFACTURER’S REPRESENTATIVE HAS COMPLETED A PRE-CONSTRUCTION MEETING WITH THE INSTALLERS.**
2. **STORMTECH MC-4500 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE".**
3. **CHAMBERS ARE NOT TO BE BACKFILLED WITH A DOZER OR EXCAVATOR SITUATED OVER THE CHAMBERS. STORMTECH RECOMMENDS 3 BACKFILL METHODS: • STONE SHOOTER LOCATED OFF THE CHAMBER BED. • BACKFILL AS ROWS ARE BUILT USING AN EXCAVATOR ON THE FOUNDATION STONE OR SUBGRADE. • BACKFILL FROM OUTSIDE THE EXCAVATION USING A LONG BOOM HOE OR EXCAVATOR.**
4. **THE FOUNDATION STONE SHALL BE LEVELED AND COMPACTED PRIOR TO PLACING CHAMBERS.**
5. **JOINTS BETWEEN CHAMBERS SHALL BE PROPERLY SEATED PRIOR TO PLACING STONE.**
6. **MAINTAIN MINIMUM 9" (230 mm) SPACING BETWEEN THE CHAMBER ROWS.**
7. **INLET AND OUTLET MANIFOLDS MUST BE INSERTED A MINIMUM OF 12" (300 mm) INTO CHAMBER END CAPS.**
8. **EMBEDMENT STONE SURROUNDING CHAMBERS MUST BE A CLEAN, CRUSHED, ANGULAR STONE MEETING THE AASHTO M43 DESIGNATION OF #3 OR #4.**
9. **STONE SHALL BE BROUGHT UP EVENLY AROUND CHAMBERS SO AS NOT TO DISTORT THE CHAMBER SHAPE. STONE DEPTHS SHOULD NEVER DIFFER BY MORE THAN 12" (300 mm) BETWEEN ADJACENT CHAMBER ROWS.**
10. **STONE MUST BE PLACED ON THE TOP CENTER OF THE CHAMBER TO Anchor THE CHAMBERS IN PLACE AND PRESERVE ROW SPACING.**
11. **THE CONTRACTOR MUST REPORT ANY DISCREpancies WITH CHAMBER FOUNDATION MATERIAL BEARING CAPACITIES TO THE SITE DESIGN ENGINEER.**
12. **ADS RECOMMENDS THE USE OF "FLEXSTORM CATCH IT" INSERTS DURING CONSTRUCTION FOR ALL INLETS TO PROTECT THE SUBSURFACE STORMWATER MANAGEMENT SYSTEM FROM CONSTRUCTION SITE RUNOFF.**

### NOTES FOR CONSTRUCTION EQUIPMENT

1. **STORMTECH MC-4500 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE".**
2. **THE USE OF EQUIPMENT OVER MC-4500 CHAMBERS IS LIMITED: • NO EQUIPMENT IS ALLOWED ON BARE CHAMBERS. • NO RUBBER TIRED LOADER, DUMP TRUCK, OR EXCAVATORS ARE ALLOWED UNTIL PROPER FILL DEPTHS ARE REACHED IN ACCORDANCE WITH THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE". • WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT CAN BE FOUND IN THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE".**
3. **FULL 36" (900 mm) OF STABILIZED COVER MATERIALS OVER THE CHAMBERS IS REQUIRED FOR DUMP TRUCK TRAVEL OR DUMPING.**

### USE OF A DOZER TO PUSH EMBEDMENT STONE BETWEEN THE ROWS OF CHAMBERS MAY CAUSE DAMAGE TO CHAMBERS AND IS NOT AN ACCEPTABLE BACKFILL METHOD. ANY CHAMBERS DAMAGED BY USING THE "DUMP AND PUSH" METHOD ARE NOT COVERED UNDER THE STORMTECH STANDARD WARRANTY.

**CONTACT STORMTECH AT 1-888-892-2894 WITH ANY QUESTIONS ON INSTALLATION REQUIREMENTS OR WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT.**
THIS DRAWING HAS BEEN PREPARED BASED ON INFORMATION PROVIDED TO ADS UNDER THE DIRECTION OF THE SITE DESIGN ENGINEER OR OTHER PROJECT REPRESENTATIVE. THE SITE DESIGN ENGINEER SHALL REVIEW THIS DRAWING PRIOR TO CONSTRUCTION. IT IS THE ULTIMATE RESPONSIBILITY OF THE SITE DESIGN ENGINEER TO ENSURE THAT THE PRODUCT(S) DEPICTED AND ALL ASSOCIATED DETAILS MEET ALL APPLICABLE LAWS, REGULATIONS, AND PROJECT REQUIREMENTS.

### NOT TO BE USED FOR CONSTRUCTION.

---

**CONCEPTUAL ELEVATIONS**

<table>
<thead>
<tr>
<th>Description</th>
<th>Invert</th>
<th>Max Flow</th>
</tr>
</thead>
<tbody>
<tr>
<td>24&quot; BOTTOM CORED END CAP/TYP OF ALL 24&quot; BOTTOM CONNECTIONS AND ISOLATOR ROWS</td>
<td>2.26</td>
<td></td>
</tr>
<tr>
<td>MANIFOLD</td>
<td>2.26</td>
<td></td>
</tr>
<tr>
<td>PIPE CONNECTION</td>
<td>2.26</td>
<td></td>
</tr>
<tr>
<td>CONCRETE STRUCTURE W/WEIR</td>
<td>41.4 CFS IN</td>
<td></td>
</tr>
<tr>
<td>UNDERDRAIN</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**PROPOSED LAYOUT**

- **STORMTECH MC-4500 CHAMBERS**: 355
- **STORMTECH MC-4500 END CAPS**: 12
- **STONE ABOVE**: 9
- **STONE BELOW**: 7
- **% STONE VOID**: 40

**PERFAMS STONE VOLUME (CF)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Volume</th>
</tr>
</thead>
<tbody>
<tr>
<td>(PERIMETER STONE INCLUDED)</td>
<td>61147 CF</td>
</tr>
<tr>
<td>(COVER STONE INCLUDED)</td>
<td></td>
</tr>
</tbody>
</table>
# ACCEPTABLE FILL MATERIALS: STORMTECH MC-4500 CHAMBER SYSTEMS

<table>
<thead>
<tr>
<th>MATERIAL LOCATION</th>
<th>DESCRIPTION</th>
<th>AASHTO MATERIAL CLASSIFICATIONS</th>
<th>COMPACTION / DENSITY REQUIREMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>D</td>
<td>FINAL FILL: FILL MATERIAL FOR LAYER ‘D’ STARTS FROM THE TOP OF THE ‘C’ LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE ‘D’ LAYER.</td>
<td>ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER’S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.</td>
<td>PREPARE PER SITE DESIGN ENGINEER’S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.</td>
</tr>
<tr>
<td>C</td>
<td>INITIAL FILL: FILL MATERIAL FOR LAYER ‘C’ STARTS FROM THE TOP OF THE EMBEDMENT STONE (‘E’ LAYER) TO 24&quot; (600 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE ‘C’ LAYER.</td>
<td>GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, &lt;35% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER.</td>
<td>BEGIN COMPACTIONS AFTER 24&quot; (600 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 12&quot; (300 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL-GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS.</td>
</tr>
<tr>
<td>B</td>
<td>EMBEDMENT STONE: FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE (‘A’ LAYER) TO THE ‘C’ LAYER ABOVE.</td>
<td>CLEAN, CRUSHED, ANGULAR STONE</td>
<td>NO COMPACTION REQUIRED.</td>
</tr>
<tr>
<td>A</td>
<td>FOUNDATION STONE: FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER</td>
<td>CLEAN, CRUSHED, ANGULAR STONE</td>
<td>PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE.</td>
</tr>
</tbody>
</table>

### NOTES:

1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE."

2. STORMTECH COMPACTION REQUIREMENTS ARE MET FOR ‘A’ LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 9" (230 mm) (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.

3. WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.

4. PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.

5. REQUIREMENTS FOR HANDLING AND INSTALLATION:

   - CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2419-16a, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS" CHAMBER CLASSIFICATION 60a/101
   - MC-4500 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787, "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS."
   - THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
   - PERIMETER STONE MUST BE EXTENDED HORizontally TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
   - REQUIREMENTS FOR HANDLING AND INSTALLATION:

### DIAGRAM

- **Perimeter Stone** (See Note 6)
- **Excavation Wall** (Can be sloped or vertical)
- **Subgrade Soils** (See Note 4)
- **AASHTO Geosynthetics 60 T Non-Woven Geotextile All Around Clean, Crushed, Angular Stone in A & B Layers**

### ACKNOWLEDGEMENTS

ALL APPLICABLE LAW

NOT TO BE USED FOR CONSTRUCTION.

**THIS IS FOR CONCEPTUAL DESIGN USE ONLY.**
INSPECTION & MAINTENANCE

STEP 1) INSPECT ISOLATOR ROW FOR SEDIMENT
   A. INSPECTION PORTS (IF PRESENT)
      A.1. REMOVE/LID ON NYLOPLAST IN-LINE DRAIN
      A.2. REMOVE FLEXSTORM FILTER IF INSTALLED
      A.3. USING A FLASHLIGHT AND STADIA ROD, MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG
      A.4. LOWER A CAMERA INTO ISOLATOR ROW FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL)
      A.5. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
   B. ALL ISOLATOR ROWS
      B.1. REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW
      B.2. USING A FLASHLIGHT, INSPECT DOWN THE ISOLATOR ROW THROUGH OUTLET PIPE
         i) MIRRORS ON POLES OR CAMERAS MAY BE USED TO AVOID A CONFINED SPACE ENTRY
      B.3. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.

STEP 2) CLEAN OUT ISOLATOR ROW USING THE JETVAC PROCESS
   A. A FIXED CULVERT CLEANING NOZZLE WITH REAR FACING SPREAD OF 45° (1.1 m) OR MORE IS PREFERRED
   B. APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFUSH WATER IS CLEAN
   C. VACUUM STRUCTURE SUMP AS REQUIRED

STEP 3) REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS; RECORD OBSERVATIONS AND ACTIONS.

STEP 4) INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.

NOTES

1. INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
2. CONDUCT JETTING AND VACUATING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.

THIS IS FOR CONCEPTUAL DESIGN USE ONLY.
NOT TO BE USED FOR CONSTRUCTION.
THIS IS FOR CONCEPTUAL DESIGN USE ONLY.
NOT TO BE USED FOR CONSTRUCTION.
<table>
<thead>
<tr>
<th>Item Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Avg. Unit Cost</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detention and Drainage Improvements</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 30” HDPE Storm Sewer</td>
<td>1,450</td>
<td>LF</td>
<td>$33.00</td>
<td>$47,850.00</td>
</tr>
<tr>
<td>2 Underground ADS Detention System</td>
<td>61,000</td>
<td>CF</td>
<td>$6.50</td>
<td>$396,500.00</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td>$444,350.00</td>
</tr>
<tr>
<td>Grading Items</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Clearing and Grubbing</td>
<td>3.5</td>
<td>AC</td>
<td>$5,000.00</td>
<td>$17,500.00</td>
</tr>
<tr>
<td>2 Foundation and Site Earthwork</td>
<td>5,000</td>
<td>CY</td>
<td>$35.00</td>
<td>$175,000.00</td>
</tr>
<tr>
<td>3 Pond Outfall Structure (Including SWQ)</td>
<td>1</td>
<td>LS</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>4 Precast Storm Sewer Manhole and Inlets</td>
<td>11</td>
<td>EA</td>
<td>$7,500.00</td>
<td>$82,500.00</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td>$280,000.00</td>
</tr>
<tr>
<td>Concrete &amp; Paving Improvements</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Concrete Pavement</td>
<td>6,203</td>
<td>SY</td>
<td>$30.00</td>
<td>$186,090.00</td>
</tr>
<tr>
<td>2 Driveway Apron</td>
<td>2</td>
<td>EA</td>
<td>$7,315.00</td>
<td>$14,630.00</td>
</tr>
<tr>
<td>3 6” Curb</td>
<td>3,000</td>
<td>LF</td>
<td>$20.00</td>
<td>$60,000.00</td>
</tr>
<tr>
<td>4 4 1/2” Thick Sidewalk (5’ Wide)</td>
<td>5,166</td>
<td>SF</td>
<td>$6.00</td>
<td>$30,996.00</td>
</tr>
<tr>
<td>5 ADA Sidewalk Ramps</td>
<td>8</td>
<td>EA</td>
<td>$250.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>6 Traffic Control Plan Allowance</td>
<td>1</td>
<td>LS</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td>$308,716.00</td>
</tr>
<tr>
<td>Electrical Improvements</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Electrical Conduit Allowance</td>
<td>1</td>
<td>LS</td>
<td>$50,000.00</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>2 Electrical Transformer Allowance</td>
<td>1</td>
<td>LS</td>
<td>$50,000.00</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td>$100,000.00</td>
</tr>
<tr>
<td>Utility Improvements</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 8” Water Line</td>
<td>509</td>
<td>LF</td>
<td>$35.50</td>
<td>$18,069.50</td>
</tr>
<tr>
<td>2 Fire Hydrants &amp; Gate Valve Assembly</td>
<td>2</td>
<td>EA</td>
<td>$4,500.00</td>
<td>$9,000.00</td>
</tr>
<tr>
<td>3 6” Combination Water Meter &amp; Backflow Preventer</td>
<td>1</td>
<td>EA</td>
<td>$40,000.00</td>
<td>$40,000.00</td>
</tr>
<tr>
<td>4 8” Sanitary Sewer</td>
<td>700</td>
<td>LF</td>
<td>$70.00</td>
<td>$49,000.00</td>
</tr>
<tr>
<td>5 Precast Sanitary Manhole with Liner</td>
<td>2</td>
<td>EA</td>
<td>$7,000.00</td>
<td>$14,000.00</td>
</tr>
<tr>
<td>6 6”x12” Tapping Sleeve &amp; Valve</td>
<td>1</td>
<td>EA</td>
<td>$3,500.00</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td>$133,569.50</td>
</tr>
<tr>
<td>Masonry, Striping, &amp; Signage Improvements</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Striping Allowance</td>
<td>1</td>
<td>LS</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>2 Signage Allowance</td>
<td>1</td>
<td>LS</td>
<td>$8,500.00</td>
<td>$8,500.00</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td>$1,276,635.50</td>
</tr>
</tbody>
</table>

**Notes:**
1) This Engineers Preliminary Opinion of Probable Construction Cost has been made by an engineer, not a professional construction cost estimator. The accuracy of this estimate cannot be guaranteed.