SITE INVESTIGATION REPORT

The Greenery
Imperial Valley Drive
City of Houston, Harris County, Texas

Prepared for:
Mr. Valentin DeLeon
Houston DMA Housing, LLC
4101 Parkstone Heights Drive, Suite 310
Austin, Texas 78746

March 2018
March 1, 2018

Mr. Valentin DeLeon
Houston DMA Housing LLC
4101 Parkstone Heights Drive, Suite 310
Austin, TX 78746

RE: Site Investigation Report
Proposed The Greenery Multifamily Development
Imperial Valley Drive
City of Houston, Harris County, Texas

Dear Mr. DeLeon,

BIG RED DOG Engineering | Consulting (BRD) is pleased to submit this Site Investigation Report (SIR) for the ±6.2748-acre project site located at the northwest corner of Imperial Valley Drive and Harvest Time Lane in the City of Houston, Harris County, Texas. This site is being evaluated by BRD 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 BRD through research of the available City of Houston planning and development information, coordination with the City of Houston and Harris County staff, publicly available data from the City of Houston, the Harris County Appraisal District, and Harris County Public Infrastructure Department. 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 the City of Houston, Harris County and the known engineering constraints.

BRD 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.

Sincerely,

BIG RED DOG Engineering | Consulting
Texas Engineering Firm No. F-11201

Patrick Byrne, P.E.
Principal
Commercial Services Market Leader – Houston
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<tr>
<td><strong>Applicable Permitting and Review Jurisdictions</strong></td>
<td>9</td>
<td>All development within the subject site must comply with development regulations from the City of Houston. The site also falls within a deed restriction community governed by the Greenbriar North Association, Inc. which establishes an Architectural Control Committee (ACC) that is responsible for reviewing and approving plans and specifications relative to the development of this property. It will be required to determine the active governing agent for this community and coordinate approvals of preliminary and final site plans.</td>
</tr>
<tr>
<td><strong>Jurisdictional Zoning</strong></td>
<td>9</td>
<td>The site is within full purpose Houston city limits, which has no zoning ordinance or designation in place. A review of the development guidelines shows design specifications that are similar to minor zoning guidelines.</td>
</tr>
<tr>
<td><strong>Multifamily Residential Development Guidelines</strong></td>
<td>10</td>
<td>The City of Houston enforces a set of guidelines within Chapter 42, Section 42-230 to 42-234, of the Code of Ordinances for the development of Multifamily residential developments. These guidelines pertain to private street requirements, fire lane regulations, and parkland dedications. A Performance Standards Plan has been included that demonstrates compliance of the proposed site plan with City of Houston guidelines.</td>
</tr>
<tr>
<td><strong>Subdivision/Platting</strong></td>
<td>11</td>
<td>The site is currently located in a recorded subdivision plat entitled Greenbriar Center recorded in Volume 307, Page 24 of the Harris County Map Records. It is not anticipated that a replat will be required for this development.</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td>11</td>
<td>An assigned address of 17773 Imperial Valley Drive, Houston Texas, 77060 for the site and all the proposed buildings and/or structures has already been approved by the City of Houston.</td>
</tr>
<tr>
<td>SIR Plan Item</td>
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<td>Notes</td>
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<tr>
<td>Easements</td>
<td>11</td>
<td>There are several easements and building lines located within the overall subject development as listed out in the table in this section of the report. Of special note, a 40’ building and parking setback easement is specified within the Deed Restrictions governing the community of which this property is located. No structures or parking may be located within this setback. Further a section of the 50’ Magnolia Pipeline Co. easement intersects the southwest corner of the property in which no disturbance can be made without coordination and approval from the pipeline asset agent. The proposed site plan included within this report takes into account the restrictive covenants listed here and shown in the boundary survey.</td>
</tr>
<tr>
<td>Texas Department of Housing and Community Affairs</td>
<td>12</td>
<td>Documentation required within the TDHCA Multifamily Universal Application to be provided by a Professional Engineer has been included.</td>
</tr>
<tr>
<td>Existing Site Access</td>
<td>13</td>
<td>The subject site is currently vacant land and does not have any existing driveways accessing Imperial Valley Drive.</td>
</tr>
<tr>
<td>Proposed Site Access</td>
<td>13</td>
<td>The site can be accessed from Imperial Valley Drive to the east of the site. Imperial Valley Drive is classified as a Major Thoroughfare and it is maintained by the City of Houston. Imperial Valley Drive has 100’ of right-of-way that does not currently have plans for future expansion. The development will require a minimum of two access points along this public street.</td>
</tr>
<tr>
<td>Existing On-Site Stormwater Infrastructure</td>
<td>13</td>
<td>There is no existing stormwater infrastructure in place.</td>
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<tr>
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<td>Notes</td>
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<tr>
<td>---------------------------------------</td>
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</tr>
<tr>
<td>Stormwater Drainage, Detention, &amp; Storm Water Quality</td>
<td>13</td>
<td>At the City of Houston required detention rate, a total of 2.021 Acre-Feet of detention volume will be required to be designed into the drainage system.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Due to the limited space available, it is anticipated that a walled pond in addition to a slightly oversized subsurface drainage pipe system will be required to contain the detention volume. The detention pond is proposed at a depth of 10.5 feet and will require reinforced concrete gravity retention walls. The pond will be restricted to flow at existing pre-developed flow rates before entering the Municipal Separate Stormwater Sewer System (MS4) operated by the City. The detention facility will be required to include Stormwater Quality measures to ensure that floatables and pollutants will not be able to enter into the MS4, and must be maintained. Compliance will be required to be demonstrated on an annual basis by the owner of the facility, or their agent.</td>
</tr>
<tr>
<td>Floodplain</td>
<td>14</td>
<td>This development falls within the 100-year and 500-year floodplains with an established Base Flood Elevation (BFE) between 83.00 and 82.51 Feet MSL.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The City of Houston enforces regulations for development within the regulatory floodplain (100-year), which require that no new net fill within the regulatory floodplain (as defined by the BFE) and that all buildings must have a finished floor of 12” or greater above BFE.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>An analysis from the topographic survey provided demonstrates that the amount of existing floodplain volume on the site is approximately 6.21 Acre-Feet, or 270,508 cubic feet. To meet the required floodplain criteria, the proposed site must fully accommodate this volume below the established BFE, in addition to Detention.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The proposed site plan’s open areas and paving will be graded to comply with the no new net fill restrictions. All structures will follow the City of Houston floodplain criteria regarding elevation above BFE to ensure compliance.</td>
</tr>
<tr>
<td>Hurricane Harvey Research</td>
<td>14</td>
<td>From a historical review of aerial imagery, this site did not immediately appear to be inundated by the floodwaters of Hurricane Harvey in 2017. The adjacent site to the West did appear to be totally inundated, and many reports indicate that the Greenspoint area in general experienced extensive flooding during this rain event.</td>
</tr>
<tr>
<td>SIR Plan Item</td>
<td>Page</td>
<td>Notes</td>
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<tr>
<td>---------------</td>
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</tr>
<tr>
<td>Traffic Impact Analysis</td>
<td>15</td>
<td>Based on the proposed layout of the multifamily development we anticipate a Traffic Impact Analysis (TIA) will not be required to be conducted. Based off ADA and City of Houston requirements there is a required amount of 192 parking spaces needed for the multifamily development. Further, ADA guidelines require a minimum of 6 accessible parking space. The proposed site plan meets both of these requirements.</td>
</tr>
<tr>
<td>Historical</td>
<td>15</td>
<td>The site is not listed as a Historical Site nor Local Landmark on the National Register of Historical Places or Harris County Texas.</td>
</tr>
<tr>
<td>Environmental</td>
<td>15</td>
<td>According to the United States Fish and Wildlife Service Wetland Map there are currently no identified wetlands contained within 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. The Railroad Commission of Texas has no well locations within the boundaries of this site.</td>
</tr>
<tr>
<td>Landscaping</td>
<td>15</td>
<td>Along public rights-of-way, trees must be planted one for every 30 feet of frontage. For the frontage of this site we anticipate there will be a required 25 street trees to be planted. Within parking lots, each parking space must be within 120 feet of a parking lot or street tree, with a requirement of one tree for every 10 spaces, half of which being a primary tree. Regarding shrubs, 10 are required for every street tree with at least 75% must be planted along the perimeter of the parking lot with the remainder within the site.</td>
</tr>
<tr>
<td>Signage</td>
<td>16</td>
<td>Signage typically 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. Additionally, deed restrictions enforced by Harris County Clerk’s File 20080245392 enforces additional signage guidelines in the Fourth Amended and Restated Signage Criteria of Greenbriar North Association, Inc. The Board of Directors for the Greenbriar North Association will require a review of any proposed signage for the development.</td>
</tr>
<tr>
<td>SIR Plan Item</td>
<td>Page</td>
<td>Notes</td>
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<tr>
<td>-------------------------------</td>
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<td>---------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Existing Water &amp; Wastewater Utilities</strong></td>
<td>17</td>
<td>Water service will be provided by the City of Houston. There is an existing 12” water main along Imperial Valley Dr. There are also additional 8” water mains along Harvest Time Ln. Capacity has not yet been determined and will be assigned during the utility capacity reservation process. Wastewater service will be provided by the City of Houston. An existing 10” sanitary sewer line lies to the west side of the subject site along the Imperial Valley Dr. According to City of Houston GIMS map, there is an existing 10” lateral service line that enter the western portion of the subject site on Imperial Valley Dr.</td>
</tr>
<tr>
<td><strong>Proposed Water and Wastewater Utilities</strong></td>
<td>17</td>
<td>A proposed Preliminary Utility Plan has been included within the Appendix. A Water and Wastewater Capacity Request is currently in process at the City of Houston. It is anticipated that there will be sufficient capacity to serve this development from the existing utilities along Imperial Valley Drive.</td>
</tr>
<tr>
<td><strong>City of Houston Utility Impact Fees</strong></td>
<td>17</td>
<td>Current water Impact fees for City of Houston based on the current site layout are totaled at $36,661.91. The wastewater Impact fees based on the current site layout are totaled at $70,170.23.</td>
</tr>
<tr>
<td><strong>Dry Utilities</strong></td>
<td>19</td>
<td>We anticipate that gas and electric service will be provided by CenterPoint Energy (CNP) and that telecommunications will be provided by AT&amp;T. Letters of availability indicating potential capacity to service this site from CNP and AT&amp;T have been requested and will be provided upon receival.</td>
</tr>
</tbody>
</table>
Introduction

BIG RED DOG Engineering and Consulting (BRD) is pleased to submit this Site Investigation Report (SIR) for the ±6.275-acre project site located at the northwest of the corner of Imperial Valley Drive and Harvest Time Lane. The site is located within the City of Houston, Harris County, Texas. This SIR will focus on this 6.275-acre tract.

The site also falls within a deed restriction community governed by the Greenbriar North Association, Inc. which establishes an Architectural Control Committee (ACC) that is responsible for reviewing and approving plans and specifications relative to the development of this property.

BRD has prepared this SIR to evaluate the existing site conditions and identify improvements needed to serve the proposed Multifamily development of the property. A Site Location Map has been included in the appendix as Exhibit 1. A proposed preliminary Site Plan has been included in the appendix as Exhibit 2.

Zoning

The site is within Houston city limits, which has no zoning ordinance or designation in place. See Exhibit 3 for a No Zoning Letter by City of Houston. Although there is no zoning, the city enforces building setbacks, performance standards, and parking requirements which carry similar restrictions to zoning ordinances.

The city requires a 25-foot building setback along all major thoroughfare public rights-of-way (ROW) – Imperial Valley Drive is classified as a major thoroughfare. However, deed restrictions enforced by Harris County Clerk’s File numbers E015793 and G304351 place a 40-foot building and parking setback along all frontages within the deed restricted community Greenbriar North Section 8.

Some site elements such as bulk trash containers must be screened from adjacent public streets and adjoining properties. Containers may be screened by berms, buildings, gates, walls, landscaping or any combination thereof.
Multifamily Performance Standards

The City of Houston enforces guidelines on Residential developments known as performance standards located within Chapter 42, Section 42-230 to 42-234, of the Code of Ordinances. A preliminary Performance Standards Plan has been included as Exhibit 4.

Multifamily residential developments shall provide at least one private street that shall remain clear always for emergency vehicles access. No parking will be allowed within the private street. The minimum width for this private driveway will be 28 feet. At the entrance of the development, for a distance no greater than 100 feet from the intersection of the right-of-way of the public street, the private street can be comprised of two sections of a width no less than 20 feet separated by a curbed section between 5 and 20 feet in width. Based on the requirements in Chapter 42-232 in the City’s Code of Ordinance two access points from Imperial Valley Drive will be required, which must form a loop that provides more than one access from the public street.

The private street is also required to loop around the building unless it ends in a “P” turnaround configuration that is comprised of a center island that is 40 feet wide and 90 feet long surrounded by private street that is 28 feet wide in pavement. There are two such “P” turnaround configurations to accommodate the fire code outlined below. The interior of this island can be used for parking as long as it does not encroach into the 28 feet of surrounding the paved street.

The Fire hydrants shall not have a separation distance of greater than 600 feet. They shall be located along the private street in a manner tallows 300 feet of hose lay distance that will reach any part of the proposed buildings. The 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.

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 60 residential units, this development would require 2.16-acres. For the fee in-lieu of land dedication, it is calculated as $700 per incremental dwelling unit, or $84,000 for the number of units proposed in this development.

**Subdivision | Platting Process**

The site is currently located in a recorded subdivision entitled Greenbriar Center recorded in Volume 307, Page 24 of the Harris County Map Records. The existing plat information has been included in the appendix as **Exhibit 5**. It is not anticipated that a replat will be required for this development.

An address request has been submitted to the City of Houston to assign the addressing for the site and all the proposed buildings and/or structures. An address of 17773 Imperial Valley Drive, Houston Texas, 77060 has been assigned by the City of Houston for this site.

The Harris County Appraisal District (HCAD) information has been included in the appendix as **Exhibit 6**. The HCAD information for the site is as follows:

<table>
<thead>
<tr>
<th>Property ID.</th>
<th>Owner</th>
<th>Legal Description</th>
<th>Deed Info.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1142720000025</td>
<td>US INVESTMENTS</td>
<td>RES A1 Greenbriar Center Greenbriar North SEC 8 R/P</td>
<td>20140185444</td>
</tr>
</tbody>
</table>

**Addressing**

An address request has been submitted to the City of Houston to assign the addressing for the site and all the proposed buildings and/or structures. An address of 17773 Imperial Valley Drive, Houston Texas, 77060 has been assigned by the City of Houston for this site.
Easements

There are several easements and building lines located within the overall subject development, as per the attached boundary survey included within as Exhibit 7. These easements are listed below.

<table>
<thead>
<tr>
<th>Description</th>
<th>Instrument Info.</th>
</tr>
</thead>
<tbody>
<tr>
<td>40’ Building and Parking Line Easement</td>
<td>HCCF NO. E015793</td>
</tr>
<tr>
<td></td>
<td>HCCF NO. G304351</td>
</tr>
<tr>
<td>10’ wide Utility Easement</td>
<td>HCMR Vol 287, Pg 106</td>
</tr>
<tr>
<td>5’ wide Aerial Easement</td>
<td>HCMR Vol 287, Pg 106</td>
</tr>
<tr>
<td>50’ Magnolia Pipeline CO. Easement</td>
<td>HCDR Vol. 3688, Pg. 70</td>
</tr>
<tr>
<td></td>
<td>Location Per HCDR Vol. 307, Pg. 24</td>
</tr>
<tr>
<td>5’ Houston Lighting and Power Easement</td>
<td>HCCF NO. G301906</td>
</tr>
<tr>
<td>10’ Houston Lighting and Power Aerial Easement</td>
<td>HCCF NO. G301906</td>
</tr>
<tr>
<td>20’ Temporary Drainage Easement</td>
<td>HCCF NO. F807055</td>
</tr>
<tr>
<td>Fourth Amended - Signage Criteria</td>
<td>20080245392</td>
</tr>
<tr>
<td>Greenbriar North Protective Covenant</td>
<td>HCCF NO. R054421</td>
</tr>
</tbody>
</table>

Of special note, a 40’ building and parking setback easement is specified within the Deed Restrictions, included within as Exhibit 8 governing the community of which this property is located. No structures or parking may be located within this setback. Further a section of the 50’ Magnolia Pipeline Co. easement intersects the southwest corner of the property in which no disturbance can be made without coordination and approval from the pipeline asset agent.

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 2018 Uniform Application, we have included Sheet 28, Sheet 29, and Sheet 30 in this report as Exhibit 9. The Preliminary Site Plan
can be found as **Exhibit 2**, the Preliminary Utility Plan as **Exhibit 10**, and an Engineer’s Cost Estimate as **Exhibit 16**.

**Site Access**

The site can be accessed from Imperial Valley Drive to the east of the site.

- Imperial Valley Drive is classified as a Major Thoroughfare and it is maintained by the City of Houston.

Imperial Valley Drive has 100’ of right-of-way that does not currently have plans for future expansion. The development will require a minimum of two access points along this public street.

**Stormwater Drainage | Detention**

According to the City of Houston Infrastructure Design Manual, new developments must accommodate stormwater discharges from increased impervious cover. The method used by the City 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-foot per Acre of increased impervious cover proposed on a site.

From an analysis of the Preliminary Site Plan, included as **Exhibit 2** within the appendix, an estimated 4.04 Acres of impervious cover is proposed. At the previously indicated detention rate, a total of 2.021 Acre-Feet of detention volume will be required to be designed into the drainage system.

Due to the limited space available, it is anticipated that a walled pond in addition to a slightly oversized subsurface drainage system of 36” diameter pipe will be required to contain the detention volume. The detention pond shown on the Preliminary Site Plan is proposed at a depth of 10.5 feet and will require reinforced concrete gravity retention walls. A full geotechnical report will be required to fully estimate the impact of groundwater, if it exists, within the site. The pond will be restricted to flow at existing pre-developed flow rates before entering the Municipal Separate Stormwater Sewer System (MS4) operated by the City within the ROW of Imperial Valley ROW.
The City of Houston also enforces Stormwater Quality (SWQ) regulations which were recently updated to include all sites over 1 Acre in size. The detention facility will be required to include Stormwater Quality measures to ensure that floatables and pollutants will not be able to enter into the MS4, and must be maintained. Compliance will be required to be demonstrated on an annual basis by the owner of the facility, or their agent.

**Floodplain**

This site is within Federal Emergency Management Agency (FEMA) flood Zone AE and Zone X-Shaded, which is within the 100-year floodplain and 500-year floodplain per FEMA’s Flood Insurance Rate Map, Panel No. 48201CO460M, dated October 16, 2013. The Base Flood Elevation (BFE) for the 100-year floodplain varies across the site from 83.00 Feet to 82.51 Feet MSL. The FEMA Floodplain Maps are included in the appendix as **Exhibit 11**.

From a historical review of aerial imagery, this site did not immediately appear to be inundated by the floodwaters of Hurricane Harvey in 2017. The adjacent site to the West did appear to be totally inundated, and many reports indicate that the Greenspoint area in general experienced extensive flooding during this rain event.

The City of Houston enforces regulations for development within the regulatory floodplain (100-year). The code broadly defines that site work within this region must meet the following criteria:

- No new net fill within the regulatory floodplain (as defined by the BFE); or, that the net amount be mitigated in an approved off-site parcel in the same sub-watershed within a 0.25 mile radius.
- All buildings must have a finished floor of 12” or greater above Base Flood Elevation
- All floodplain mitigation must freely drain unrestricted from the site
- Detention facilities may not be used to account for floodplain mitigation

An analysis of the existing site from the topographic survey provided in **Exhibit 7** demonstrates that the amount of existing floodplain volume on the site as defined the Base Flood Elevation, is approximately 6.21 Acre-Feet, or 270,508 cubic feet. To accomplish the floodplain criteria outlined...
above, the proposed site must fully accommodate this volume below the established BFE, in addition to Detention.

It is anticipated that the proposed site plan will accommodate this storage by utilizing low-graded open areas, swales, ponding in the parking lot and drives, and the subsurface storm drainage system.

Additionally, a Letter of Map Change approved by FEMA will be required to demonstrate that the designed and as-built structures have been removed from the regulatory floodplain for flood insurance purposes. Once the application package is completed, the approval process takes an estimated 60 days to be completed.

**Traffic Impact Analysis | Parking**

Based on the proposed layout of the multifamily development we anticipate that a Traffic Impact Analysis (TIA) will not be needed to be conducted. This is based off an increase of under a 100 overall number of peak hour trips added from this development as shown in Form A, Exhibit 12.

The City of Houston off street parking minimum requirements for one-bedroom apartments are 1.33 parking spaces for every unit. For two-bedroom, the requirements are 1.66 parking spaces per unit. For three-bedroom, the requirements are 2 parking spaces for every unit. According to the layout of this multifamily residential development there will be a total of 192 required parking spaces.

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 151 to 200 spaces will be required to have a minimum of 6 accessible parking spaces, of which 1 must be Van-Accessible. The proposed Preliminary Site Plan included as Exhibit 2 meets both City code-minimum and ADA requirements.
Historical | Environmental Concerns | Landscaping

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

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.

The Railroad Commission of Texas has no well locations within the boundaries of this site. From the United States Department of Agriculture Natural Resource Conservation Services, the site appears to consist of Clodine Fine Sandy Loam, with slopes between 0 and 1%. A Geotechnical report will need to be conducted to determine exact soil conditions.

Along public rights-of-way, trees must be planted one for every 30 feet of frontage. For the frontage of this site we anticipate there will be a required 25 street trees to be planted. Within parking lots, each parking space must be within 120 feet of a parking lot or street tree, with a requirement of one tree for every 10 spaces, half of which being a primary tree. Regarding shrubs, 10 are required for every street tree with at least 75% must be planted along the perimeter of the parking lot with the remainder within the site.

Signage Requirements

Signage typically 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 a Major Thoroughfare (Imperial Valley Drive). Please refer to the aside table for City of Houston allowable signage along these two frontages.

Additionally, deed restrictions enforced by Harris County Clerk’s File 20080245392 enforces additional signage guidelines in the Fourth Amended and Restated Signage Criteria of Greenbriar North Association, Inc. The Board of Directors for the Greenbriar North Association will require a review of any proposed signage for the development.

According to their requirements, signage must be permanent in mature and of cement, stone, brick, steel, or aluminum construction. The multifamily community may have one sign at a maximum of 9’ wide at a maximum of 5’ height from ground level. Sales and leasing office signage are to be no larger than 2 ½’ wide and a maximum height of 3 ½’ from ground level. Each apartment building may have one identification sign at a maximum of 3’ wide with a 3’ maximum height from ground level. Each identification sign may not protrude more than 18” from the building surface, must be contiguous with the building wall, and be constructed of fixed individual letters of separate pieces of construction.

Building monument signs must be no larger than 9’ in width with a maximum height of 5’ from ground level and a maximum depth of 1’.

Each project is entitled to have three flagpoles, of which one must be the U.S. flag, one the Texas flag, and the last a project flag that is thematically relative to the project. The flagpoles must be of singular metal or fiberglass construction of a single color and designed to withstand 90mph windspeeds. Sizing varies with pole height, but the maximum permitted is 50’ tall flagpoles bearing a 10’x15’ flag.

Prohibited signage includes:

- Freestanding pylon signs
- Animated, moving or flashing signs
- Exposed neon, fluorescent, illuminative type signs
- Portable signs
- Banner or banner-type signs
• Advertising signs (leasing, company name, and numerical signage are allowed)
• Exposed or flashing lights
• Iridescent painted and “Day-glow” type signs
• Signs creating or making noise
• Multi-lined signs or multi-colored flags, except for those permissible above
• Signage with pricing unless expressly approved by Board

**Water, Wastewater, and Storm Sewer Service**

The proposed development is a 120-unit multifamily with four structures, including a clubhouse, pool, and recreation area. A preliminary utility plan has been included in the appendix as Exhibit 10.

Water service will be provided by the City of Houston. There is an existing 12” water main along Imperial Valley Dr. There are also additional 8” water mains along Harvest Time Ln. 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.

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 to the type of development and currently charges $626.50 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 follows:

| **WATER** |
|-------------------|------------------|-----------|-----------|
| **Type**          | **Service Unit Equivalent** | **SUE**  | **Fee**   |
| Residential w/ Washer Clubhouse | 0.4762 / unit | 57.144 | $35,800.72 |
|                   | 0.000237 / SF  | 1.375  | $861.18   |
| **TOTAL:**        | **58.519**      |         | **$36,661.91** |
Wastewater service will be provided by the City of Houston. An existing 10” sanitary sewer line lies to the west side of the subject site along the Imperial Valley Dr. According to City of Houston GIMS map, there is an existing 10” lateral service line that enter the western portion of the subject site on Imperial Valley Dr.

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 follows:

<table>
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<tr>
<th>Type</th>
<th>Service Unit Equivalent</th>
<th>SUE</th>
<th>Fee</th>
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<tr>
<td>Residential w/ Washer</td>
<td>0.4762 / unit</td>
<td>57.144</td>
<td>$68,521.94</td>
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<tr>
<td>Clubhouse</td>
<td>0.000237 / SF</td>
<td>1.375</td>
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<td><strong>TOTAL:</strong></td>
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<td><strong>58.519</strong></td>
<td><strong>$70,170.23</strong></td>
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Storm water service will be provided by the City of Houston along Imperial Valley Dr. There is an existing 24” gravity main with a 24” lead that enters the subject site from the Imperial Valley Dr. ROW.

Please reference the COH maps showing water and sewer service lines as well as Impact Fee Rates attached herein as Exhibit 13. As-built record maps for the existing City utilities are included as Exhibit 14.

**Dry Utilities**

We anticipate that gas and electric service will be provided by CenterPoint Energy (CNP). Letters of availability indicating that there is potential capacity to service this site from CNP has been requested and will be provided upon receival. Record maps were provided and have been included in the Appendix as Exhibit 15.

Cable, telephone, and internet services are anticipated to be available from AT&T. An AT&T letter of availability has been requested and will be included upon receival.
**Building Permit Procedures**

All permit applications must be submitted either in person or online to the City of Houston Permitting Center. Prior to permit approval, an approved subdivision plat must be on file with 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. Typically Building Permit review by the City of Houston takes approximately 2-3 weeks for the initial comment issuance.

The following are current codes adopted by the 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

**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.
Site Location Map | 1
City of Houston No Zoning Letter
To: Whom It May Concern

From: Patrick Walsh, P.E., Director
Planning and Development Department

Effective Date: January 1, 2018

The City of Houston does not have a zoning ordinance. This is the city of Houston’s no zoning letter applicable to any property inside the city of Houston. This does not address any separately filed restrictions that may be applicable to the property. You may use this letter to present to your lender. This letter will be updated on January 1, 2019.

All applicable development regulations and subdivisions laws can be obtained through a review of the City Code of Ordinances, which is located on the City of Houston internet site accessed through www.houstonplanning.com or www.houstontx.gov/planning.
Preliminary Performance Standards Plan | 4
THE GREENERY MULTIFAMILY
7515 IMPERIAL VALLEY LANE, HOUSTON, HARRIS COUNTY, TX 77060

Chapter 42 Section 230 Project Information

Chapter 42 Section 235 Dwelling Units & Parking Analysis

Chapter 42 Section 253 Parks Fees

Legend

PERFORMANCE STANDARDS PLAN

A PRIVATE WATER SYSTEM

This development has a private water system and will not be connected to the City's main water system. The water system will be maintained by the developer.

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO
FORMAL CITY APPROVAL
STATE OF TEXAS:
COUNTY OF HARRIS:


WITNESS MY HAND AND SEAL OF OFFICE AT HOUSTON, THE 1st DAY AND DATE LAST ABOVE WITNESS.

MARK HOOVER, COUNTY CLERK
HARRIS COUNTY, TEXAS

STATE OF TEXAS:
COUNTY OF HARRIS:


WITNESS MY HAND AND SEAL OF OFFICE AT HOUSTON, THE 1st DAY AND DATE LAST ABOVE WITNESS.

MARK HOOVER, COUNTY CLERK
HARRIS COUNTY, TEXAS
Owner and Property Information

Owner Name & Mailing Address: US INVESTMENTS
PO BOX 38294
HOUSTON TX 77238-8294

Legal Description: RES A1
GREENBRIAR CENTER
GREENBRIAR NORTH SEC 8 R/P
0 IMPERIAL VALLEY DR
HOUSTON TX 77060

Property Address: 0 IMPERIAL VALLEY DR
HOUSTON TX 77060

State Class Code | Land Use Code | Building Class | Total Units | Land Area | Building Area | Net Rentable Area | Neighborhood | Map Facet | Key Map
--- | --- | --- | --- | --- | --- | --- | --- | --- | ---
C2 -- Real, Vacant Commercial | 8000 -- Land Neighborhood General Assignment | | 0 | 273,330 SF | 0 | 0 | 9351.03 | 5365A | 373J |

Value Status Information

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Exemptions and Jurisdictions

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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

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Land

| Line | Description | Site Code | Unit Type | Units | Size Factor | Site Factor | Appr O/R Factor | Appr O/R Reason | Total Adj | Unit Price | Adj Unit Price | Value |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1 | 8000 -- Land Neighborhood General Assignment | 4300 | SF | 273,330 | 1.00 | 1.00 | 1.00 | -- | 1.00 | Pending | Pending | Pending |

Building

Vacant (No Building Data)
GREENBRIAR NORTH

PROTECTIVE COVENANTS

THE STATE OF TEXAS $  
COUNTY OF HARRIS $  

KNOW ALL MEN BY THESE PRESENTS:

That, GREENBRIAR NORTH, a joint venture composed of Fred E. Ritz, James C. Shindler, E. J. Cummings, Jr., Albert B. Lumm, Barry M. Smith, Fred E. Miller, John B. Brent, Russell J. Simon, George H. Rayward, and W. Alan Pardee (said joint venture being hereinafter called "Owner"), as the owner of the real property situated in Harris County, Texas, more fully set forth and described in Exhibit A attached hereto and hereby referred to and incorporated herein for all purposes, has adopted an overall plan for the orderly development of those lands described in Exhibit A (herein called "Greenbriar North"), and to implement such plan desires to adopt the following protective covenants which, together with any covenants and restrictions which may be contained in deeds from the Owner, shall constitute covenants running with the land and shall be binding upon any purchaser, grantee, owner or lessee of any land or building in Greenbriar North, and upon the respective heirs, executors, administrators, devisees, successors and assigns of each such purchaser, grantee, owner or lessee, and shall inure to the benefit of and be enforceable by the Owner and, except to the extent otherwise expressly provided herein, the Owner's successors and assigns, as owner or owners of any of the lands lying within Greenbriar North.

1. Plan Approval Required. Prior to the construction or alteration of any building, parking facility, or other structure, and prior to planting or any other landscaping activity, two (2) complete sets of plans and specifications covering such proposed work shall be submitted to the "Architectural Control Committee"
(hereinafter defined in paragraph 2) for approval. No building, structure, parking facility or landscaping shall ever be constructed, altered or placed upon the property until the location, design, plans and specifications for the same shall have first received, in writing, the preliminary approval of the Architectural Control Committee. Final approval of all buildings, structures, parking facilities and landscaping (including lawn sprinklers) shall be given by the Architectural Control Committee upon the completion of said building, structure, parking facility or landscaping provided the same is in accordance with the plans and specifications preliminarily approved by the Architectural Control Committee.

(2) Architectural Control Committee. The Architectural Control Committee shall be composed of three members appointed by Owner. The initial members of the Architectural Control Committee shall be Fred E. Rizk, E. J. Cummins, Jr. and George N. Ragdale. Owner retains the right to remove any member or members, and to appoint new members in the event of the removal, death, incapacity, or resignation of any member of the Committee. The names of the initial members of the Committee being filed in the office of the county clerk of Harris County, as a portion of the Protective Covenants herein set forth, any changes in the membership of the Committee shall also be set forth in a recordable form instrument and filed for record in the office of the county clerk of Harris County, Texas. A successor to a member of the Committee shall have all of the duties and possess all of the powers of the member he replaces.

2.
A majority of the Committee may designate a representative to act for it and to perform any function which the Committee as a whole could perform, provided that the appointment or removal by the Committee of such a representative shall be by instrument in writing which shall be filed for record in the office of the county clerk of Harris County, Texas. Neither the members of the Committee nor its designated representatives shall ever be entitled to any compensation for services performed pursuant to these Protective Covenants. The Committee's approval of plans and specifications shall be in writing and shall be signed by at least one (1) member of the Committee or by the duly designated representative of the Committee.

In addition to other parties for whose benefit these covenants shall run, the Architectural Control Committee shall further have the authority to enforce any and all of the covenants and conditions set forth in these Protective Covenants against any person or persons violating or attempting to violate the same, and in furtherance of the foregoing, and not by way of limitation, the Architectural Control Committee may enter proceedings at law or in equity to restrain violation of these Protective Covenants and to recover damages for the breach or violation thereof.

Owner expressly retains the power to assign all the rights and responsibilities of the Architectural Control Committee to any other entity or individual at any time that Owner believes such individual or entity to be better suited to the performance of the functions of the Architectural Control Committee. The
appointment by Owner of an individual or entity as successor to the Architectural Control Committee shall be by instrument in writing, which shall be filed for record in the office of the county clerk of Harris County, Texas.

(3) Uses Permitted. All "building sites" (hereinafter defined in paragraph 4) within Greenbriar North shall be used solely for office, commercial, processing, research, servicing, light industrial manufacturing, warehousing, retail sales (including, without limitation, gasoline service station, retail sales outlet, motor hotel or other retailing use) and residential (including single-family, multifamily, townhouse development and/or condominium development) uses and for services incident to such uses; subject, however, to the covenants herein contained and which may be contained in the deeds from Owner, and excluding the non-permitted uses hereinafter set forth. No use shall be permitted which is offensive by reason of odor, fumes, dust, smoke noise or pollution, or that is hazardous by reason of excessive danger of fire or explosion. Specific "building sites" may be limited to one or more of the above permitted uses exclusively, which uses shall be set forth in the deed from the Owner; provided, however, in the absence of specific deed restrictions to the contrary, written approval by the Architectural Control Committee of a particular permitted use shall be conclusive evidence of compliance with the intent of these Protective Covenants.

(4) Building Sites and Construction Standards. A "building site" as used herein shall be deemed to refer to that portion of Greenbriar North designated
as a "building site" in a deed from Owner, unless a smaller site shall be approved in writing by the Architectural Control Committee as consistent with these Protective Covenants and such approval shall be filed for record in the office of the county clerk of Harris County, Texas. Should the original deed from Owner fail to designate "building sites", each distinct parcel or tract described therein shall be presumed to constitute but one "building site", subject, however, to the subsequent designation of greater or smaller "building sites" by the Architectural Control Committee as aforesaid. Recognizing that the Owner may convey easements, rights-of-way and other special purpose grants, the foregoing presumption may be rebutted by a statement in such conveyances that the land described therein shall not be deemed a "building site" for the purposes of these Protective Covenants. No building or other structural improvement shall ever be erected or placed upon any tract of land within Greenbriar North unless the same shall be a "building site" designated in accordance with these Protective Covenants.

Construction or alteration of any building within the subdivision shall meet all standards set forth in these Protective Covenants. For the purposes of these Protective Covenants, when construction material is specified herein, another material may be used in lieu thereof, provided that such substituted material is determined by the Architectural Control Committee to be of equivalent or better quality than the specified material. All buildings shall have exterior walls of face brick or exposed aggregate concrete or of an equivalent, permanent, architectural material
to finish grade. No building shall be covered with sheet or corrugated aluminum, asbestos, iron or steel. No wood structures or buildings will be permitted, nor shall any building have wooden frames, except those buildings erected for residential or retail use and then, only to the extent approved in writing by the Architectural Control Committee.

(5) **Building Set Backs.** No building or other structure shall be erected within forty (40) feet of any right-of-way line of a dedicated public street or road adjoining a building site, unless a lesser building line restriction or greater density is specifically permitted by covenants contained in the deed from Owner, including, but not limited to those building sites which may be used for residential purposes.

Should two or more adjoining building sites be owned by the same or substantially the same owner or owners, said owner or owners shall be permitted to erect a structure across the building site lines common to the sites owned by said owner or group of owners, and such construction shall not be considered to be in violation of the side or rear set-back restrictions so long as such improvements or structures are determined to consist of one continuous building, which determination shall be in the sole good faith discretion of the Architectural Control Committee. Except as expressly approved in writing by the Architectural Control Committee, the immediately preceding sentence shall in no way affect or change the side or rear set-back lines hereinabove set forth and these set-back lines shall continue to apply to any building sites or a group of building sites under the same or substantially the same ownership.
(6) **Parking.** All owners of property within Greenbriar North, their heirs, executors, administrators, successors and assigns, shall at all times provide adequate paved, off-street parking facilities. No use shall ever be permitted of any building site nor shall any building be constructed thereon which require, or shall reasonably be expected to require or attract, parking in excess of the capacity of the paved, off-street parking facility maintained upon said property. The determination of whether or not a property owner is providing adequate off-street parking facilities shall be in the sole good faith discretion of the Architectural Control Committee. No parking shall be permitted upon any of the dedicated streets of the subdivision or at any place other than the paved parking areas provided in accordance with this covenant. There shall be no parking, nor shall parking facilities be allowed, in front of any building or structure set-back line. All parking areas shall be paved with asphalt, concrete, exposed aggregate concrete, or other suitable surfacing material approved in writing by the Architectural Control Committee. All parking areas shall be screened from public view in a manner approved in writing by the Architectural Control Committee prior to the construction or alteration of any building or structure.

(7) **Landscaping.** All open, unpaved space, including, but not limited to, front and side building set-back areas, shall be planted and landscaped in a manner determined to be adequate by the Architectural Control Committee. A sprinkler system of design approved by the Architectural Control Committee shall be installed in all landscaped areas. Landscaping in accordance with
approved plans and specifications must be completed within thirty (30) days following the occupancy of any building. This 30-day period may be extended by written permission of the Architectural Control Committee, acting in its sole good faith discretion, in the event of delays caused by adverse weather conditions or other causes beyond the reasonable control of the property owner requesting such an extension.

(8) **Loading Facilities.** Loading docks and other loading facilities will not be permitted to face on any street. Provisions must be made for handling all freight on those sides of a building which do not face a street. Written exceptions to this Protective Covenant concerning the placement of freight facilities may be permitted by the Architectural Control Committee in those cases where three or more sides of a building site face a street.

All loading docks and garbage collection facilities must be screened from public view in a manner approved in writing by the Architectural Control Committee prior to the construction or alteration of any building or structure.

(9) **Outside Storage.** No purchaser, grantee, owner or lessee of any property within Greenbriar North shall have the right to keep articles, goods, materials, incinerators, storage tanks or like equipment in the open or exposed to public view, or to view from adjacent buildings. If it shall be necessary to store or keep such materials or equipment in the open, these shall be screened from view in a manner approved in writing by the Architectural Control Committee. Said screen shall be in height at least equal to that of the materials or equipment being stored, but in no event less than six feet (6') in height. Said screen shall fully shield
said materials and equipment from both public view and view from adjacent buildings. All storage shall be limited to the rear two-thirds (2/3) of any building site and under no circumstances shall any material or equipment be stored within forty feet (40') of any street.

(10) **Auxiliary Structures.** Water towers, storage tanks, processing equipment, stand fans, skylights, cooling towers, communication towers, vents and any other structures or equipment shall be architecturally compatible with other buildings in Greenbriar North, or shall be effectively shielded from public view or view from other adjacent buildings by an architecturally sound method approved in writing by the Architectural Control Committee prior to the construction or erection of said structures or equipment.

(11) **Signs.** All signs and graphics shall be of a size and nature so as to preserve the quality and atmosphere of Greenbriar North, and the design, material, location and placement of all signs shall be approved in writing by the Architectural Control Committee prior to their erection. No sign, either temporary or permanent, placed upon any portion of Greenbriar North, shall contain or utilize any flashing, blinking, intermittent, or moving light or source of illumination, nor shall any such sign create or attempt to create or simulate the effect of any flashing, blinking, intermittent, or moving light or source of illumination by mechanical or other means. No sign shall be painted on a building wall.

(12) **Maintenance.** The owner and lessee of any property within Greenbriar North shall have the responsibility of keeping the premises, building, improve-
ments, appurtenances, and landscaping, in a well-
maintained, safe, clean and attractive condition at
all times. If, in the opinion of the Architectural
Control Committee, any such owner or lessee shall
fail in his duty and responsibility of maintenance,
the Architectural Control Committee may give such owner
or lessee, or both, notice of such fact, and thereupon
such owner or lessee, shall, within ten (10) days of
such notice, undertake the care and maintenance required
to restore said owner's or lessee's property to a safe,
clean and attractive condition. Should any such owner
or lessee fail to fulfill this duty and responsibility
after such notice, the Architectural Control Committee
shall have the right and power to perform such care and
maintenance and the owner and the lessee, if any, of
the property upon which said maintenance work is per-
formed, shall be liable for the cost of such work and
shall promptly reimburse the Architectural Control Com-
mitee for the cost thereof. Entry by the Architectural
Control Committee, its agents, or employees, upon the
property of the owner or lessee and all action taken
thereupon in connection with the care and maintenance
of such property shall not be deemed a trespass and all
claims for damages by reason thereof are hereby express-
ly waived. If any owner or lessee shall fail to reim-
burse the Architectural Control Committee within thirty
(30) days after being billed for the services herein
set forth by such committee, then the cost of such ser-
vice shall be a debt of such owner and the lessee, if
any, payable to the Architectural Control Committee and
shall be a lien against such owner's and lessee's in-
terest in said property.
(13) **Termination of Covenants.** Each condition and covenant in these Protective Covenants shall be covenants running with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1994. After said date, said covenants shall automatically be extended for successive periods of five (5) years each, unless and until an instrument in writing is signed and acknowledged by the then owners of 75% of the square footage in all building sites within Greenbriar North which instrument shall be filed for record in the offices of the county clerk of Harris County, Texas.

(14) To further provide for the orderly development of Greenbriar North, the Owner may hereafter file one or more maps or plats of record in the office of the county clerk of Harris County, Texas, which maps or plats may designate "building sites" as such term is used within these Protective Covenants, may dedicate or otherwise create public or private rights-of-way or easements, and may set forth building set-back lines, and such maps or plats, if any, shall be construed to carry out the purposes set forth in these Protective Covenants.

Without in any way limiting other rights of the Owner to be exercised incident to the orderly development of Greenbriar North, it is understood and agreed that the Owner may in the future impose upon certain contiguous building sites an annual maintenance charge to be applied toward the payment of construction costs, maintenance, repair and operating expense for any or all of the following general purposes related to such
designated building sites; safety or health projects; beautification or other aesthetic purposes; lighting, improving and maintaining streets and other public areas; collecting and disposing of garbage, trash, rubbish and the like; employing policemen or other security personnel; mowing and caring for vacant building sites; and any other purpose which the Architectural Control Committee, in the exercise of its sole good faith discretion, may consider to be of general benefit or use to the owners and occupants of the building sites so designated, it being understood that the judgment of the Architectural Control Committee, when exercised in good faith, as to any expenditure or commitment of said funds shall be final and conclusive.

The annual maintenance charge as initially imposed by the Owner shall in no event exceed $.00 5 per square foot contained within a designated building site. Such annual maintenance charge shall be imposed in deeds from the Owner, and thereafter may be increased only by an instrument in writing signed by the then owners of seventy-five percent (75%) of the square footage within the building sites so designated, which instrument in writing shall be filed for record in the records of Harris County, Texas. Any increase so evidenced shall be binding upon all the then property owners within such designated building sites. Any maintenance charge so imposed shall continue for so long as the Protective Covenants shall be effective, shall be secured by a vendor's lien upon each building site so designated, and shall be due and payable annually on the first day of January of each year in advance, with the first such payment to be due and payable on the
first day of January next following the recordation of the instrument imposing such charge.

(15) **Assignment of Owner's Rights.** The Owner may at any time assign any or all of its rights, powers and reservations hereunder to an association (incorporated or unincorporated) composed of the owners of the property subject to these Protective Covenants or to such successor of the Owner as may succeed to a portion of the property contained within Greenbriar North for which the overall plan of development may not yet be fully implemented. Where such association or successor shall evidence its consent in writing to accept such assignment and assume such duties, it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as given to and assumed by Owner herein, and Owner shall thereupon be relieved thereof. The term "Owner", as used herein, shall include all such assignees and their successors and assigns, but shall not include any grantee or purchaser of any portion of Greenbriar North from Owner unless specifically provided in the deed or conveyance from Owner.

(16) **Severability.** Invalidation of any one or more of the foregoing protective covenants, restrictions, conditions or charges shall not affect the validity of any other covenant, restriction, condition or charge set forth herein, which shall remain in full force and effect for all purposes.

EXECUTED this 5 day of November, 1973.

GREENBRIAR NORTH, A JOINT VENTURE

Fred E. Pirk

James C. Shindler

J. C. Cummins, Jr.
THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Fred E. Risk, a Joint Venturer of GREENBRIAR NORTH, a joint venture, 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 purpose and consideration therein expressed, in the capacity therein stated and as the act and deed of said joint venture.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5 day of December, 1973.

[Signature]
Rotary Public In and for
Harris County, Texas
THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared James C. Shindler, a Joint Venturer of GREENBRIAR NORTH, a joint venture, 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 purpose and consideration therein expressed, in the capacity therein stated and as the act and deed of said joint venture.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5 day of December, 1973.

[Signature]

Notary Public in and for Harris County, Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared E. J. Cummins, Jr., a Joint Venturer of GREENBRIAR NORTH, a joint venture, 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 purpose and consideration therein expressed, in the capacity therein stated and as the act and deed of said joint venture.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5 day of December, 1973.

[Signature]

Notary Public in and for Harris County, Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Albert B. Lum, a Joint Venturer of GREENBRIAR NORTH, a joint venture, 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 purpose and consideration therein expressed, in the capacity therein stated and as the act and deed of said joint venture.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5 day of December, 1973.

[Signature]

Notary Public in and for Harris County, Texas
THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Barry W. Smith, a Joint Venturer of GREENBRIAR NORTH, a joint venture, 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 purpose and consideration therein expressed, in the capacity therein stated and as the act and deed of said joint venture.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of December, 1973.

[Signature]

NOTARY PUBLIC IN AND FOR Harris County, Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Fred E. Miller, a Joint Venturer of GREENBRIAR NORTH, a joint venture, 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 purpose and consideration therein expressed, in the capacity therein stated and as the act and deed of said joint venture.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of December, 1973.

[Signature]

NOTARY PUBLIC IN AND FOR Harris County, Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared John B. Brent, a Joint Venturer of GREENBRIAR NORTH, a joint venture, 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 purpose and consideration therein expressed, in the capacity therein stated and as the act and deed of said joint venture.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of December, 1973.

[Signature]

NOTARY PUBLIC IN AND FOR Harris County, Texas
THE STATE OF TEXAS  

COUNTY OF HARRIS  

BEFORE ME, the undersigned authority, on this day personally appeared Russell J. Simon, a Joint Venturer of "GREENBRIAR NORTH", a joint venture, 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 purpose and consideration therein expressed, in the capacity therein stated and as the act and deed of said joint venture.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of November, 1973.

[Signature]
Notary Public in and for Harris County, Texas

THE STATE OF TEXAS  

COUNTY OF HARRIS  

BEFORE ME, the undersigned authority, on this day personally appeared George M. Ragsdale, a Joint Venturer of "GREENBRIAR NORTH", a joint venture, 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 purpose and consideration therein expressed, in the capacity therein stated and as the act and deed of said joint venture.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of November, 1973.

[Signature]
Notary Public in and for Harris County, Texas

THE STATE OF TEXAS  

COUNTY OF HARRIS  

BEFORE ME, the undersigned authority, on this day personally appeared W. Alan Pardoe, a Joint Venturer of "GREENBRIAR NORTH", a joint venture, 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 purpose and consideration therein expressed, in the capacity therein stated and as the act and deed of said joint venture.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of November, 1973.

[Signature]
Notary Public in and for Harris County, Texas
JOINDER

First City National Bank of Houston, a National Banking Association, acting herein by and through its hereunto duly authorized officers, represents that it is the sole holder of all indebtedness secured by the liens created under and by virtue of that certain Deed of Trust dated April 27, 1973, executed by Greenbriar North, a joint venture, to R. G. Sneed, Trustee, filed for record in the Official Public Records of Real Property of Harris County, Texas, on May 1, 1973, under File No. D-862900, which instrument covers and describes, among other properties, the 709.40-acre tract set forth and described as "Greenbriar North" in the foregoing Protective Covenants; and the said First City National Bank of Houston joins herein for the purpose of ratifying, confirming and approving the foregoing Declaration of Protective Covenants of Greenbriar North, and does hereby fully-subordinate said liens in all respects to the said reservations, restrictions, covenants and easements herein ratified, confirmed and approved.

IN TESTIMONY WHEREOF, First City National Bank of Houston has caused these presents to be executed on this 5th day of November, 1973.

FIRST CITY NATIONAL BANK OF HOUSTON

By

ATTEST:

By

THE STATE OF TEXAS $?

COUNTY OF HARRIS $?

BEFORE ME, the undersigned authority on this day personally appeared C. A. Whitehead, Texas and

W. Gibbs Campsell, respectively, of FIRST CITY NATIONAL BANK OF HOUSTON, a National Banking Association, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed in the capacity therein stated and as the act and deed of said First City National Bank of Houston.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of November, 1973.

Notary Public in and for Harris County, Texas

18.
That certain tract or parcel of land containing 709.40 acres, being a portion of the Geo. W. Harbins Subdivision of the Wm. Sevey Survey recorded in Volume 9 at Pages 3 and 4 of the Deed Records of Harris County, Texas and part of that certain tract described in deed from James Dewey Spence et ux to Ralph A. Johnston and E. J. Gracey, recorded in Volume 5296 at page 416 of the Deed Records of Harris County, Texas, said 709.40 acres of land being more particularly described as follows:

BEGINNING at a railroad rail in Northeast - Northwest and Southeast - Southwest corner of a fence enclosure, said railroad rail being the Southeast corner of the P. Sullivan Survey, Abstract No. 749;

THENCE along the common line between the P. Sullivan and Wm. Sevey Survey, North 00 degrees 08 minutes 46 seconds West 5275.04 feet to a 3/4-inch iron pipe in Southeast and Southwest corner of a fence enclosure marking the Southwest corner of the E. Parias Survey, whence another 3/4-inch iron pipe bears East 10.0 feet;

THENCE along the South line of the E. Parias Survey and the North line of the Wm. Sevey Survey, North 89 degrees 56 minutes 54 seconds East 5095.51 feet to a 3/4-inch iron pipe for corner;

THENCE along the Westerly line of the I. & G.N. Railroad right-of-way 100 feet wide, South 11 degrees 38 minutes East 5561.86 feet to an iron rod for corner;

THENCE along a fence South 89 degrees 54 minutes 22 seconds West 1617.96 feet to a 1-inch iron pipe;

THENCE along a fence South 89 degrees 50 minutes 28 seconds West 1030.63 feet to a 6-inch iron pipe;

THENCE generally along a fence South 89 degrees 52 minutes 50 seconds West 1026.77 feet to an iron pipe in the East right-of-way line of Spence Road 60 feet wide;

THENCE along the East right-of-way line of Spence Road, South 00 degrees 10 minutes 18 seconds East 42.67 feet to a point for corner;

THENCE crossing Spence Road and along the South line of a Drainage Easement described in Volume 6734 at Page 132 of the Deed Records of Harris County, Texas, as follows:

South 89 degrees 59 minutes 08 seconds West 872.84 feet to a point;

South 89 degrees 57 minutes 37 seconds West 1199.86 feet to a point;

North 89 degrees 42 minutes 44 seconds West 306.86 feet to a point;

and North 58 degrees 39 minutes 23 seconds West 174.96 feet to a point;

THENCE crossing said Drainage Easement described in Volume 6734 at Page 132 of the Deed Records of Harris County, Texas, and along the West line of the tract conveyed by James Dewey Spence et ux to Ralph A. Johnston and E. J. Gracey, recorded in Volume 5296 at page 416 of the Deed Records of Harris County, Texas, North 00 degrees 06 minutes 33 seconds West 126.80 feet to the PLACE OF BEGINNING containing 709.40 acres of land;

Exhibit A
DECLARATION OF COVENANTS AND RESTRICTIONS
GREENBRIAR NORTH, SECTION EIGHT

PROTECTIVE COVENANTS

STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

That, Fred Rizk Construction Company, the owner of GREENBRIAR NORTH SECTION EIGHT, a subdivision in Harris County, Texas which is described in the replat thereof recorded in Volume 287, at page 106 of the map records of Harris County, Texas (hereinafter such subdivision is referred to as the "Property"), which plat is incorporated herein by this reference, being desirous of adopting an overall plan for the orderly development of the Property, hereby imposes upon the Property the covenants, conditions, and restrictions herein set forth (hereinafter such covenants, conditions, and restrictions are collectively called the "Protective Covenants") which, after recordation of this instrument, shall constitute covenants running with the land as to the Property and shall inure to the benefit of, and be binding upon, (i) any purchaser, grantee, owner, mortgagor, or holder of any other interest in or to any tract or parcel of land located within the Property, (ii) any grantee, owner, mortgagee, lessee, or holder of any other interest in and to any improvements located on the Property, and (iii) the respective heirs, executors, administrators, devisees, successors, and/or assigns of any party described in clauses (i) and (ii).

Section 1. Developer. As used herein, the term "Developer" shall mean Fred Rizk Construction Company, its successors, and any assignee provided that such assignee is designated as the successor to Developer hereunder in an instrument signed by Developer and duly recorded in the Official Public Records of Real Property of Harris County, Texas. The term "Developer" shall not include any grantee or purchaser of any portion of the Property unless specifically designated as such by Developer as provided in the preceding sentence.

Section 2. Scope and Effect of Protective Covenants. It is the intention of Developer to hereby impose upon the Property the covenants, conditions, and restrictions herein set out (and herein referred to as the "Protective Covenants"). The Protective Covenants are not intended to affect in any way, and shall not be deemed or construed to so affect, any other land or property now or hereafter owned by Developer. Developer may impose additional restrictions, conditions, or covenants as to tracts or parcels located within the Property by incorporation in the deeds conveying same, but such action shall not be deemed or construed to impose any such additional restrictions upon any other tract or parcel of land located within the Property. Developer or the Architectural Control Committee (hereinafter defined) may waive, amend, or modify the effect of certain of the Protective Covenants as to certain tracts or parcels of land located within the Property as herein specifically provided.

Return to:
Investors Title
P. O. Box 2163
Houston, Texas 77001

GF# 26092M
Section 3. Use of Property.

(a) Permitted Uses. All tracts or parcels of land within the Property shall be used solely for office, commercial, processing, research, servicing, light industrial manufacturing, warehousing, retail sales, and residential (including but not limited to single family, multi-family, townhouse, and/or condominium projects) uses and for services incident thereto, all subject to the covenants, conditions, and restrictions herein set forth. Written approval by the Architectural Control Committee of a particular use shall be conclusive evidence that such use does not violate these Protective Covenants.

(b) Prohibited Uses. No tract or parcel of land located within the Property shall be occupied or used in such a manner as may be unreasonably offensive by reason of odor, fumes, dust, smoke, noise, or pollution, or which is unreasonably hazardous by reason of excessive danger of fire, explosion, or other potential casualty, nor shall any portion of the Property be occupied or used in such a manner as to create a nuisance or constitute an unreasonable interference with the use, occupancy, or enjoyment of any other portion of the Property.

Section 4. Architectural Control Committee; Approval of Plans and Specifications.

(a) Establishment of Architectural Control Committee. There is hereby established an Architectural Control Committee (herein so referred to) to approve plans, specifications, and other matters relative to development of tracts or parcels of land located within the Property as provided herein. The initial members of the Architectural Control Committee shall be Fred E. Rizk, Carl R. Gromatzky, and Ernie Cole. Developer retains the right to remove any member of the Architectural Control Committee at any time and to appoint new members, such right to expire on the earlier to occur of (i) such time as Developer waives such right by recording a duly executed waiver in the Official Public Records of Real Property of Harris County, Texas, or (ii) December 31, 1999 (such earlier date being hereinafter referred to as the "Termination Date"). Within ninety (90) days after the Termination Date the then owners of the various tracts or parcels of land within the Property shall elect new members for the Architectural Control Committee; the members of the Architectural Control Committee at the Termination Date shall nominate at least five candidates for election, and the three candidates receiving the largest number of votes (based upon one vote for each square foot of land within the Property) shall thereafter constitute the Architectural Control Committee. In the event of the removal, death, incapacity, or resignation of any member of the Architectural Control Committee, upon the Developer exercising its right to appoint a new member as set forth above, the remaining member or members of the Architectural Control Committee shall designate another party or parties to fill the vacancy in question. Any such appointment to the Architectural Control Committee shall be set out in an instrument recorded in the Official Public Records of Real Property of Harris County, Texas, and upon recordation of such instrument the appointee shall succeed to all of the rights, powers, and duties of the member of the Architectural Control Committee being replaced. At any time and
from time to time a majority of the members of the Architectural Control Committee may designate a representative to act and to perform any function which the Architectural Control Committee could perform as a whole (including, specifically, approval of plans and specifications), provided that such appointment shall be evidenced by an instrument in writing duly executed by a majority of the Architectural Control Committee and recorded it in the Official Public Records of Real Property of Harris County, Texas. The Architectural Control Committee's approval of plans and specifications as herein provided shall be evidenced by the signature of at least two (2) members thereof upon the plans and specifications so approved, or by letter signed by at least two (2) such members. All other actions taken by the Architectural Control Committee shall be taken upon a vote of the majority thereof.

(b) Approval of Plans and Specifications. Prior to the commencement of (i) the construction or erection of any building, parking facility, sign, or other improvement or structure of any kind or type whatsoever on any portion of the Property, (ii) the alteration of any building, parking facility, sign, or other structure or improvement located on any portion of the Property, and/or (iii) any planting or other landscaping activity within the Property, two complete sets of plans and specifications, setting forth in such detail as the Architectural Control Committee may request the proposed work to be performed, shall be submitted to the Architectural Control Committee for its approval. None of the activities described in the preceding sentence shall be commenced within the Property until the plans and specifications therefor have been approved in writing by the Architectural Control Committee as herein provided. After plans and specifications for any work have been approved, such work shall be performed in accordance therewith, and no variation from such approved plans and specifications shall be permitted unless and until revised plans and specifications reflecting the variation are submitted to and approved by the Architectural Control Committee in the same fashion as herein provided for original plans and specifications. Within thirty (30) days after the receipt of any plans and specifications submitted pursuant hereto the Architectural Control Committee shall either approve or disapprove same, in the latter case notifying the party submitting the plans and specifications of the objections thereto. If the Architectural Control Committee does not disapprove of any plans or specifications within such thirty (30) day period, it shall deemed that the Architectural Control Committee has approved same. The Architectural Control Committee may from time to time establish and revise guidelines relative to material, design, and construction of any improvements to be located within the Property. The Architectural Control Committee's approval of plans and specifications as herein provided is intended to facilitate and provide for the orderly development of the Property in a proper and aesthetically pleasing fashion for the benefit of all owners thereof; no approval of plans and specifications and no publication of any design or architectural guidelines shall ever be construed as representing or implying that such plans, specifications, or guidelines, if followed, will result in a properly designed or constructed structure.

Section 5. Specific Construction Standards. Without limiting in any way the Architectural Control Committee's
rights to review and approve or disapprove of plans and specifications as provided in Section 4(b) in order to facilitate and provide for the orderly development of the Property, the following specific standards are hereby imposed as a part of the Protective Covenants.

(a) Parking. Each owner of any tract or parcel of land within the Property will at all times provide adequate paved off-street parking facilities for any structures or portion of the Property which requires or may reasonably be expected to require or attract parking in excess of the capacity of the parking area maintained with respect thereto. The determination of whether or not an owner of any tract or parcel of land within the Property is providing adequate off-street parking facilities shall be made by the Architectural Control Committee in the exercise of its sole discretion. No parking shall be permitted upon any of the dedicated streets located within the Property or in accordance herewith. There shall be no parking, nor parking area or facility be maintained or constructed, in front of the set-back lines hereinafter established. All parking areas shall be paved with asphalt, concrete, exposed aggregate concrete, or other suitable surfacing material approved in writing by the Architectural Control Committee. All parking areas shall be screened from public view in a manner approved in writing by the Architectural Control Committee.

(b) Landscaping. All open unpaved space, including without limitation front and side building set-back areas, shall be planted and landscaped in a manner approved in writing by the Architectural Control Committee. A sprinkler system of design approved in writing by the Architectural Control Committee shall be installed in all landscaped areas. Landscaping in accordance with approved plans and specifications, shall be completed within thirty (30) days following the initial occupancy of any building or improvement constructed within the Property unless such time period is extended in writing by the Architectural Control Committee.

(c) Loading Facilities. Loading docks and other loading facilities shall not face any publically dedicated street located within the Property, and provision shall be made for handling all freight on those sides of any building which do not face a street. All loading docks and similar facilities must be screened from public view in a manner approved in writing by the Architectural Control Committee.

(d) Outside Storage. No owner of any tract or parcel of land within the Property shall keep articles, goods, materials, incinerators, storage tanks, or other equipment, in an open area exposed to public view or which is visible from any adjacent building or improvement unless screened from view in a manner approved in writing by the Architectural Control Committee.

(e) Auxiliary Structures. Water towers, storage tanks, processing equipment, stand fans, sky lights, cooling towers, communication towers, air conditioning equipment, vents, flag poles, and any other structures or equipment shall be approved of in writing by the Architectural Control Committee prior to construction or erection, and shall be architecturally compatible with other buildings or improvements located within the Property, or shall be effectively
shielded from public view and view from adjacent buildings or improvements in a manner approved in writing by the Architectural Control Committee.

(f) Structure Materials and Methods. All buildings or improvements constructed within the Property shall have exterior walls of face brick or exposed aggregate concrete or an equivalent permanent architectural material to finish grade. No building shall be covered with sheet or corrugated aluminum, asbestos, iron, steel, or similar material. No wood structure or buildings will be permitted nor shall any building have wood framing, except those buildings erected for residential or retail use, and then only to the extent approved in writing by the Architectural Control Committee. For the purposes of these Protective Covenants, when a construction material is specified herein, any other material may be used in substitution thereof, provided that such substituted material is approved in writing by the Architectural Control Committee.

Section 6. Set-Back Lines. No building, parking facility, sign, or other improvement or structure of any kind or type whatsoever shall be constructed, erected, or maintained within (i) forty feet (40') of the right-of-way line of Imperial Valley Drive, (ii) twenty-five feet (25') of the right-of-way lines of West Hardy Road, Briarwillow Drive, and/or Langwick Drive, and/or (iii) twenty feet (20') of the right-of-way line of Wayforest Drive, unless a lesser set-back line restriction is specifically permitted in the deed from Developer conveying the tract or parcel of the Property in question, or by other recorded instrument duly executed by Developer, it being the intent of these Protective Covenants that Developer may, at any time prior to the Termination Date, but not thereafter, vary or waive the set-back requirements hereby established as to certain tracts or parcels of land within the Property, but otherwise the same shall be fully effective.

Section 7. Signage. All signs constructed, erected, or located within the Property and all signs and graphics visible from the exterior of any improvement constructed or to be constructed within the Property shall be of a size and nature so as to preserve the quality and atmosphere of the area. Section Eight, and the design, material, location, color and placement of all signs and graphics shall be approved by the Architectural Control Committee in writing prior to their construction, painting, or erection. No sign placed upon any portion of the Property shall contain or utilize any flashing, blinking, intermittent, or moving light or source of illumination, nor shall any such sign create or attempt to create or simulate the effect of flashing, blinking, intermittent, or moving light or source of illumination by mechanical or other means. All signs attached to the exterior of any building or improvement shall be parallel to and contiguous with its walls and shall not project above its roof line. No signs shall be painted on any building or improvement wall.

Section 8. Maintenance. The owner of any tract or parcel of land located within the Property shall have the duty and responsibility for (i) keeping such tract or parcel and any improvements and landscaping thereon in a well maintained, safe, clean, and attractive condition at all times (including without limitation keeping the same free of unsightly weeds and keeping grass or other ground cover moved), and (ii) complying with all governmental, health,
safety, and police laws, regulations, or requirements affecting such tract or parcel of land and any improvements or landscaping thereon. If in the good faith judgment of the Architectural Control Committee any such owner fails to comply with these duties and responsibilities, then the Architectural Control Committee may, but shall not be so obligated, notify such owner thereof specifying such default, and such owner shall thereupon have ten (10) days within which to cure such default, or, if such default cannot be cured by the application of all reasonable diligence within such ten (10) day period, to commence in good faith to cure such default and thereafter carry forward the curing of such default to completion with all due diligence and continuity. If such owner fails to fulfill such duty or responsibility, then the Architectural Control Committee shall have the right, but not the obligation, to cure same. Such owner shall be liable to the Architectural Control Committee for the cost and expense of curing or attempting to cure such default. If such owner fails to pay such sum within ten (10) days after a written demand to do so is sent to such owner, then the indebtedness thereby represented together with interest thereon at the highest rate allowed by law shall be a debt of such owner to the Architectural Control Committee which shall be secured by a lien against the tract or parcel of land in question and any improvements located thereon; provided, however, that such lien shall be subordinate and inferior to the lien of any bank, savings and loan association, trust company, insurance company, pension trust, or other institutional lender loaning funds for purchase money financing, interim construction financing, or long-term financing of such tract or parcel or any improvements thereon. The Architectural Control Committee shall not have any duty, responsibility, or obligation to do or to perform any act in connection with the maintenance or upkeep of the Property or any areas, streets, improvements, or landscaping thereon. Any building or other structure located within the Property which has been destroyed or damaged in whole or in part by any casualty must be either repaired or completely demolished and removed from the property by the owner thereof within one hundred eighty (180) days after such casualty unless such time period is extended in writing by the Architectural Control Committee.

Section 9. Maintenance Charge. Developer may, at any time prior to the Termination Date, impose upon the Property an annual maintenance charge to be applied towards the payment of construction costs, maintenance, repair, and/or operating expenses for all or any of the following general purposes related to Property: safety or health projects; beautification or aesthetic purposes; lighting, improving and maintaining streets and other public areas; collecting and disposing of garbage, trash, rubbish, and the like; employing policemen or other security personnel; mowing and caring for vacant portions of the Property; and any other purposes which Developer or the Architectural Control Committee in the exercise of their good faith discretion may consider to be of general benefit or use to the owners and occupants of the Property. The annual maintenance charge initially imposed shall not exceed $0.01 per square foot of area contained within the Property. Such annual maintenance charge shall be imposed by written instrument duly recorded in the Official Public Records of Real Property of Harris County, Texas, and thereafter may be increased only by instrument in writing signed by the owners of at least seventy-five percent (75%) of the aggregate square footage.
of area located within the Property, such aggregate square footage being stipulated to be 5,046,250 square feet. Any maintenance charge so imposed shall continue for so long as these Protective Covenants shall be effective, shall be secured by a vendor's lien (which is hereby reserved) upon the tract or parcel of the Property in question, and shall be due and payable annually on the first day of January of each year in advance, provided that the first such payment shall be due and payable as specified in the instrument imposing such charge. The vendor's lien provided for in the preceding sentence shall be subordinate and inferior to the lien of any institutional lender as provided for in Section 8 above.

Section 10. Amendment. Developer and/or the Architectural Control Committee shall have the right to amend any one or more of the provisions of these Protective Covenants at any time and from time to time prior to the Termination Date. Further, these Protective Covenants may be waived or modified as they apply to individual tracts or parcels of land within the Property by Developer or the Architectural Control Committee at any time prior to the Termination Date, either in the deed conveying the tract or parcel in question from the Developer, or by other instrument duly executed by Developer or the Architectural Control Committee and recorded in the Official Public Records of Real Property of Harris County, Texas, provided that such waiver or modification does not or will not, in the good faith opinion of the Developer or Architectural Control Committee, materially adversely affect the overall orderly development of the Property. From and after Termination Date these Protective Covenants may be amended, modified or waived only by instrument duly executed by the owners of more than fifty percent (50%) of the square footage of the Property and duly recorded in the Official Public Records of Real Property of Harris County, Texas.

Section 11. Enforcement. These Protective Covenants are part of a general plan for the orderly development of the Property as a commercial and industrial subdivision. In the event any person or entity should hereafter violate or attempt to violate any of these Protective Covenants, then Developer, the Architectural Control Committee, or any owner of any tract or parcel of land located within the Property may institute and prosecute any proceedings at law or in equity to abate, prevent, or enjoin any such violation or attempted violation, and, to the extent attainable by law, be entitled to monetary damages caused by such violation or attempted violation, but such right to seek damages shall never be construed or deemed to limit any such party's right to seek injunctive relief to abate or prevent any violation or attempted violation of these Protective Covenants. If Developer, the Architectural Control Committee, and/or any such owner shall institute proceedings to enforce these Protective Covenants and/or seek relief for a breach thereof and prevail in such proceedings, then they shall be entitled to recover all court costs and attorney's fees reasonably incurred in connection with such proceedings.

Section 12. Duration of Protective Covenants. These Protective Covenants shall be covenants running with the land and shall remain in full force and effect until January 1, 2000 and shall thereafter be automatically extended for successive periods of five (5) years each, unless and until an instrument signed and acknowledged by the owners of more than fifty percent (50%) of the square foot-
age of the Property duly execute an instrument terminating these Protective Covenants, which instrument shall be recorded in the Official Public Records of Real Property of Harris County, Texas.

Section 13. Miscellaneous.

(a) Severability. The invalidity of any one or more of the provisions of these Protective Covenants shall not affect the validity of any other provisions hereof, and these Protective Covenants shall remain in full force and effect during the term herein specified to the full extent and as to all situations and persons to which the same may be legally enforceable.

(b) Waiver. No delay in enforcing these Protective Covenants as to any breach or violation thereof shall impair, damage, or waive the right of any party entitled to enforce the same to obtain relief (including specifically but without limitation, injunctive relief) against or to recover damages for the continuation or repetition of any such breach or violation or any similar breach or violation.

(c) Trespass. Entry by the Architectural Control Committee, its agents, or employees upon any part of the Property and all action taken thereupon in connection with the care and maintenance thereof shall not be deemed a trespass and all claims for damages by reason thereof are hereby expressly waived.

(d) Limitation on Liability. Developer and the members of the Architectural Control Committee, and their respective agents, employees, officers, directors, partners, joint venturers, successors, and assigns, shall not be liable to any party hereafter having an interest in any part of Property for any loss, claim, or demand asserted on account of their good faith administration of these Protective Covenants and/or the good faith performance of their duties hereunder.

(e) Retaining Professional Assistance. At any time following the Termination Date and election of an Architectural Control Committee by the then owners of the various tracts or parcels of land within the Property as provided in Section 4(a) above, the Architectural Control Committee shall have the right and power to hire such architects, engineers, attorneys, and other professional assistance to be reasonably necessary to the performance of its duties, and the cost in so doing shall be payable from the maintenance charge imposed pursuant to Section 9, if such charge is so imposed.

FRED RISK CONSTRUCTION COMPANY

By: [Signature]
Title: [Title]

-8-
THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Carl R. Bronatzke, Vice President of FRED RIZZI CONSTRUCTION COMPANY, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of October, 1979.

Carol Ronen Reichenzer
Notary Public in and for
Harris County, Texas

My Commission Expires: 2-9-80

CAROL RONEN REICHENZER
Notary Public in Harris County, Texas
My Commission Expires February 9, 1980
Sponsored by: Houston Livestock Lawyers Funds Corp.

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that the instrument was filed in the Official Records of the County Clerk of the County of Harris, State of Texas, on the date shown above.

OCT 3 1979

COUNTY CLERK
HARRIS COUNTY, TEXAS
Site Work Cost Breakdown

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:
- I° based on labor and materials, add Column B and Column C together to arrive at total construction costs.
- II° 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.

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

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.</th>
<th>B.</th>
<th>C.</th>
<th>D.</th>
<th>E.</th>
<th>F.</th>
<th>G.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<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>
</tr>
<tr>
<td>Detention</td>
<td>$ 75,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 75,000.00</td>
</tr>
<tr>
<td>Rough grading</td>
<td>$ 400,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 400,000.00</td>
</tr>
<tr>
<td>Fine grading</td>
<td>$ 500,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 500,000.00</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>$ 300,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 300,000.00</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>$ 100,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 100,000.00</td>
</tr>
<tr>
<td>On-site paving</td>
<td>$ 174,880.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 174,880.00</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>$ 200,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 200,000.00</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td>$ 40,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 40,000.00</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>$ 10,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 10,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Registered Engineer: [Signature]

Printed Name: [Jim Wanja]

Date: 27 FEB 18

Seal:

If a revised form is submitted, date of submission: [ ]
This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the total development cost column and the Tax Payer Identification column. Only HTC applications must complete the Eligible Basis columns and the Requested Credit calculation below:

### Development Cost Schedule

<table>
<thead>
<tr>
<th>Total Development Summary</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td><strong>Eligible Basis (If Applicable)</strong></td>
</tr>
<tr>
<td><strong>Cost</strong></td>
<td><strong>Acquisition</strong></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; acq. legal fees</td>
<td>$15,000</td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td>$1,015,000</td>
</tr>
<tr>
<td><strong>OFF-SITES</strong></td>
<td></td>
</tr>
<tr>
<td>Off-site concrete</td>
<td></td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td></td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td></td>
</tr>
<tr>
<td>Off-site utilities</td>
<td></td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td></td>
</tr>
<tr>
<td>Off-site paving</td>
<td></td>
</tr>
<tr>
<td>Off-site electrical</td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Off-Sites Cost</strong></td>
<td>$0</td>
</tr>
<tr>
<td><strong>SITE WORK</strong></td>
<td></td>
</tr>
<tr>
<td>Demolition</td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td></td>
</tr>
<tr>
<td>Detention</td>
<td>$75,000</td>
</tr>
<tr>
<td>Rough grading</td>
<td>$400,000</td>
</tr>
<tr>
<td>Fine grading</td>
<td>$500,000</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>$300,000</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>$100,000</td>
</tr>
<tr>
<td>On-site paving</td>
<td>$174,880</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>$200,000</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td>$40,000</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>$10,000</td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Work Cost</strong></td>
<td>$1,799,880</td>
</tr>
<tr>
<td><strong>SITE AMENITIES</strong></td>
<td></td>
</tr>
<tr>
<td>Landscaping</td>
<td>$91,900</td>
</tr>
<tr>
<td>Pool and decking</td>
<td>$90,000</td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
<td></td>
</tr>
<tr>
<td>Fencing</td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Amenities Cost</strong></td>
<td>$181,900</td>
</tr>
</tbody>
</table>
**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>1,000,000</td>
<td>1,000,000</td>
</tr>
<tr>
<td>Masonry</td>
<td>1,000,000</td>
<td>1,000,000</td>
</tr>
<tr>
<td>Metals</td>
<td>1,000,000</td>
<td>1,000,000</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>950,000</td>
<td>950,000</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>600,000</td>
<td>600,000</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>600,000</td>
<td>600,000</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>300,000</td>
<td>300,000</td>
</tr>
<tr>
<td>Finishes</td>
<td>900,000</td>
<td>900,000</td>
</tr>
<tr>
<td>Specialties</td>
<td>200,000</td>
<td>200,000</td>
</tr>
<tr>
<td>Equipment</td>
<td>473,398</td>
<td>473,398</td>
</tr>
<tr>
<td>Furnishings</td>
<td>400,000</td>
<td>400,000</td>
</tr>
<tr>
<td>Special Construction</td>
<td>60,000</td>
<td>60,000</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>900,000</td>
<td>900,000</td>
</tr>
<tr>
<td>Electrical</td>
<td>1,000,000</td>
<td>1,000,000</td>
</tr>
</tbody>
</table>

**Individually itemize costs below:**

- Detached Community Facilities/Building: 700,000
- Carports and/or Garages
- Lead-Based Paint Abatement
- Asbestos Abatement (Rehabilitation Only)
- Structured Parking
- Commercial Space Costs

**Other (specify) - see footnote 1**

<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>Subtotal Building Costs</td>
<td>$10,083,398</td>
<td>$0</td>
</tr>
<tr>
<td>Voluntary Eligible Building Costs (After 11.9(e)(2))</td>
<td>$72.75 psf</td>
<td>$8,362,030</td>
</tr>
<tr>
<td>TOTAL BUILDING COSTS &amp; SITE WORK (including site amenities)</td>
<td>$12,065,178</td>
<td>$0</td>
</tr>
<tr>
<td>Contingency</td>
<td>5.74%</td>
<td>$692,563</td>
</tr>
<tr>
<td>Contingency</td>
<td>5.74%</td>
<td>692,563</td>
</tr>
</tbody>
</table>

**TOTAL HARD COSTS**

<table>
<thead>
<tr>
<th>Item</th>
<th>%THC</th>
<th>%EHC</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>6.00%</td>
<td>765,464</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td></td>
<td>255,155</td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>2.00%</td>
<td>255,155</td>
</tr>
<tr>
<td>G &amp; A Field (within overhead limit)</td>
<td></td>
<td>765,464</td>
</tr>
<tr>
<td>Contractor profit (&lt;6%)</td>
<td>6.00%</td>
<td>765,464</td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTOR FEES**

<table>
<thead>
<tr>
<th></th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$1,786,083</td>
<td>$0</td>
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</tbody>
</table>

**TOTAL CONSTRUCTION CONTRACT**

<table>
<thead>
<tr>
<th></th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$14,543,824</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Voluntary Eligible "Hard Costs" (After 11.9(e)(2))**

<table>
<thead>
<tr>
<th></th>
<th>$0.00 psf</th>
</tr>
</thead>
</table>

*To score points under §11.9(e)(2) related to Cost of Development per Square Foot, the Voluntary Eligible Building Costs OR the Voluntary Eligible Hard Costs indicated above must fall within the required thresholds. If voluntary costs are not entered, staff will consider the Subtotal Building Cost or the Total Construction Contract costs, as applicable. Enter score for Building OR Hard Costs at end of form.*
### SOFT COSTS\(^3\)

<table>
<thead>
<tr>
<th>Item</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>225,000</td>
<td>225,000</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>60,000</td>
<td>60,000</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>117,974</td>
<td></td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>40,000</td>
<td>40,000</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>
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</tr>
<tr>
<td>Management Lease Up</td>
<td>14,400</td>
<td>14,400</td>
</tr>
<tr>
<td>Soft Cost Contingency</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>FFE</td>
<td>200,000</td>
<td>200,000</td>
</tr>
</tbody>
</table>

**Subtotal Soft Cost**

<table>
<thead>
<tr>
<th></th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$1,420,704</td>
<td>$0</td>
</tr>
</tbody>
</table>

### FINANCING:

**CONSTRUCTION LOAN(S)\(^3\)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>375,000</td>
<td>375,000</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>125,000</td>
<td>125,000</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>90,000</td>
<td>90,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>45,000</td>
<td>45,000</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>16,800</td>
<td>16,800</td>
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<tr>
<td>Credit Report</td>
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<td></td>
</tr>
<tr>
<td>Discount Points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
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</tbody>
</table>

**PERMANENT LOAN(S)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>46,000</td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
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<td>15,000</td>
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<tr>
<td>Closing costs &amp; legal</td>
<td></td>
<td>20,000</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>Other (specify) - see footnote 1</td>
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<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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<td></td>
</tr>
</tbody>
</table>

**BRIDGE LOAN(S)**

<table>
<thead>
<tr>
<th>Item</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>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Item</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>
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</tr>
<tr>
<td>Performance bonds</td>
<td>$140,583</td>
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<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td>$40,000</td>
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<tr>
<td>Cost of underwriting &amp; issuance</td>
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</tr>
<tr>
<td>Syndication organizational cost</td>
<td></td>
</tr>
<tr>
<td>Tax opinion</td>
<td></td>
</tr>
<tr>
<td>GC Fee</td>
<td>$35,000</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Financing Cost**

<p>| | |</p>
<table>
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<tr>
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<td>$1,012,733</td>
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<tr>
<td>$867,383</td>
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## DEVELOPER FEES

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Housing consultant fees</td>
<td></td>
</tr>
<tr>
<td>General &amp; administrative Profit or fee</td>
<td>$2,507,091</td>
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</tbody>
</table>

**Subtotal Developer Fees**

<p>| | |</p>
<table>
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<td></td>
<td>$2,507,091</td>
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## RESERVES

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<tr>
<td>Rent-up</td>
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<td>Operating</td>
<td>$496,042</td>
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<td>Replacement</td>
<td></td>
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<td>Escrows</td>
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**Subtotal Reserves**

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<td>$496,042</td>
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<tr>
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<td>$0</td>
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<td>$0</td>
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## TOTAL HOUSING DEVELOPMENT COSTS

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<tr>
<td></td>
<td>$17,232,569</td>
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The following calculations are for HTC Applications only.

### 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**

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**Total Adjusted Basis**

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**Applicable Fraction**

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**Total Qualified Basis**

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**Applicable Percentage**

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**Credits Supported by Eligible Basis**

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<tr>
<td></td>
<td>$1,702,085</td>
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*11.9(c)(2) Cost Per Square Foot: DO NOT ROUND! Applicants are advised to ensure that figure is not rounding down to the maximum dollar figure to support the elected points.

**Requested Score for 11.9(e)(2)**

| Score | 12 |

**Name of contact for Cost Estimate:**  
Jim Wanja

**Phone Number for Contact:**  
713-914-9200

**If a revised form is submitted, date of submission:**  

Preliminary Utility Plan | 10
### Applicant Information:

<table>
<thead>
<tr>
<th><strong>Property Owner</strong></th>
</tr>
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<tbody>
<tr>
<td><strong>Name:</strong></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td><strong>City/State/Zip:</strong></td>
</tr>
<tr>
<td><strong>Telephone:</strong></td>
</tr>
<tr>
<td><strong>Email Address:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Agent</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong></td>
</tr>
<tr>
<td><strong>Firm Name:</strong></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td><strong>City/State/Zip:</strong></td>
</tr>
<tr>
<td><strong>Telephone:</strong></td>
</tr>
<tr>
<td><strong>Email Address:</strong></td>
</tr>
</tbody>
</table>

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

- [ ] Property Owner
- [x] 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:
17773 Imperial Valley Drive
Street Address (Primary Access):
Houston, Texas, 77060
RES A1 Greenbriar Center
Greenbriar North SEC 8 R/P
Legal Description (if no street address)
373J 77060
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): 273,330 SF

Current Land Use (include # of units, square footage of improvements, etc.) 8000 -- 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.) Multifamily Residential Apartments.

Proposed Trip Generation Rates (Based on ITE Trip Generation Handbook or COH approved local rate)

ITE Land Use Classification: Apartment 220 AM Trip Rate: 0.57 PM Trip Rate: 0.62 (Code & Description)

AM Peak Hour Trips: 68 PM Peak Hour Trips: 74 Average Daily Traffic: 798
(Provide Trip Generation supporting documentation as applicable)
<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></td>
<td></td>
<td></td>
<td></td>
</tr>
<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, Ward Type, Self Serve</td>
<td>1.54</td>
<td>Carwash Bay</td>
</tr>
<tr>
<td>10</td>
<td>Church or Fellowship Hall</td>
<td>0.0037</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>
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<tr>
<td>19</td>
<td>Fitness Club - within shopping center</td>
<td>0.0399</td>
<td>Occupant</td>
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<tr>
<td>20</td>
<td>Funeral Home (Services Per Week)</td>
<td>0.39</td>
<td>Service</td>
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<tr>
<td>21</td>
<td>Gas Station with Carwash</td>
<td>11.78</td>
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<td>22</td>
<td>Gas Station without Carwash</td>
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<td>Station</td>
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<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>
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<tr>
<td>26</td>
<td>Hospital (Dining Additional Charge)</td>
<td>0.8001</td>
<td>Bed</td>
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<tr>
<td>27</td>
<td>Hotel or Motel, with or w/o kitchenettes</td>
<td>0.7554</td>
<td>Room</td>
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<td>28</td>
<td>Manufacturing</td>
<td>0.00020</td>
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<tr>
<td>29</td>
<td>Mobile Home Park</td>
<td>1.00</td>
<td>Space</td>
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<tr>
<td>30</td>
<td>Movie Theater</td>
<td>0.0200</td>
<td>Seat</td>
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<tr>
<td>31</td>
<td>Nail Salon (Manicure or Pedicure)</td>
<td>0.0004</td>
<td>Square Foot</td>
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<tr>
<td>32</td>
<td>Nursing Home (Salon &amp; Dining Additional Charge)</td>
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<td>Bed</td>
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<td>33</td>
<td>Office (includes studio, therapy &amp; massage)</td>
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<td>Square Foot</td>
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<td>34</td>
<td>Park</td>
<td>0.0020</td>
<td>Occupant</td>
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<td>35</td>
<td>Post Office, Excluding Dock</td>
<td>0.000320</td>
<td>Square Foot</td>
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<td>36</td>
<td>Prison</td>
<td>0.3654</td>
<td>Capita</td>
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<td>37</td>
<td>Racquetball Court</td>
<td>0.6426</td>
<td>Court</td>
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<td>38</td>
<td>Recreational Vehicle Park</td>
<td>0.3000</td>
<td>Vehicle</td>
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<td>39</td>
<td>Residence, Apartment with washer/dryer</td>
<td>0.4762</td>
<td>Unit</td>
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<tr>
<td>40</td>
<td>Residence, Apartment without washer/dryer</td>
<td>0.4046</td>
<td>Unit</td>
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<tr>
<td>41</td>
<td>Residence, Condominium</td>
<td>0.4762</td>
<td>Unit</td>
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<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>
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<tr>
<td>43</td>
<td>Restaurant, Fast Food</td>
<td>0.0021</td>
<td>Square Foot</td>
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<tr>
<td>44</td>
<td>Restaurant, Full Service/Dining/Bar Area</td>
<td>0.0033</td>
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<tr>
<td>45</td>
<td>Retail</td>
<td>0.0000281</td>
<td>Square Foot</td>
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<td>46</td>
<td>School (College, High, Middle, Elementary)</td>
<td>0.0198</td>
<td>Seat</td>
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<td>47</td>
<td>Skating Rink</td>
<td>0.0200</td>
<td>Capita</td>
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<tr>
<td>48</td>
<td>Stadium</td>
<td>0.0126</td>
<td>Seat</td>
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<tr>
<td>49</td>
<td>Swimming Pool</td>
<td>0.0200</td>
<td>Swimmer</td>
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<tr>
<td>50</td>
<td>Toilet (Park Amenity)</td>
<td>0.1640</td>
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<td>51</td>
<td>Transportation Terminal (Dining Additional Charge)</td>
<td>0.0200</td>
<td>Passenger</td>
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<td>52</td>
<td>Warehouse</td>
<td>0.000121</td>
<td>Square Foot</td>
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<td>53</td>
<td>Washateria</td>
<td>0.5639</td>
<td>Machine</td>
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<tr>
<td>54</td>
<td>Water Dispensing Unit - Freestanding</td>
<td>4.5630</td>
<td>Unit</td>
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</table>
3082: SANITARY SEWER MANHOLED
ARE TO BE CONSTRUCTED AC-
CORDING TO CALL OUT DISTANCE
FROM B, AND NOT AS SHOWN
ON PLANS.
Dry Utility Record Maps | 15
MAJOR UNDERGROUND SYMBOLS

- Vault_Auto
- Vault_Street
- Vault_Street_Empty
- Vault Spot
- Vault_Sec_Net
- Vault_Manual
- 2 Way Man Hole
- 3 Way Man Hole
- 4 Way Man Hole
- Hand Hole
- Manway
- Pullhole
- Special
- Subway
- vault

UG Circuit

DUCT/MANHOLE

DISTRIBUTION TRANSFORMERS

- 12Kv OH 1Ph
- 12Kv OH Parallel
- 12Kv OH ODT
- 12Kv OH WYE
- 12Kv OH CDT
- StreetLight R.C.T
- 35Kv OH 1Ph
- 35Kv OH Parallel
- 35Kv OH ODT
- 35Kv OH CDT
- 35Kv OH WYE
- 35Kv OH Parallel ODT
## Detention and Drainage Improvements

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Avg. Unit Cost</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>36” HDPE Storm Sewer</td>
<td>1,450</td>
<td>LF</td>
<td>$40.00</td>
<td>$58,000.00</td>
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<tr>
<td>2</td>
<td>48” RCP Storm Sewer</td>
<td>340</td>
<td>LF</td>
<td>$50.00</td>
<td>$17,000.00</td>
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Subtotal: $75,000.00

## Grading Items

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<th>Avg. Unit Cost</th>
<th>Extension</th>
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<tbody>
<tr>
<td>1</td>
<td>Clearing and Grubbing</td>
<td>3</td>
<td>AC</td>
<td>$5,000.00</td>
<td>$15,000.00</td>
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<tr>
<td>2</td>
<td>Foundation and Site Earthwork</td>
<td>6,000</td>
<td>CY</td>
<td>$35.00</td>
<td>$210,000.00</td>
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<tr>
<td>3</td>
<td>Detention Earthwork</td>
<td>5,000</td>
<td>CY</td>
<td>$35.00</td>
<td>$175,000.00</td>
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<tr>
<td>4</td>
<td>Detention Gravity Retention Wall</td>
<td>1</td>
<td>LS</td>
<td>$300,000.00</td>
<td>$300,000.00</td>
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<tr>
<td>5</td>
<td>Pond Outfall Structure (Including SWQ)</td>
<td>1</td>
<td>LS</td>
<td>$50,000.00</td>
<td>$50,000.00</td>
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<tr>
<td>6</td>
<td>Precast Storm Sewer Manhole and Inlets</td>
<td>20</td>
<td>EA</td>
<td>$7,500.00</td>
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Subtotal: $900,000.00

## Concrete & Paving Improvements

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<th>Unit</th>
<th>Avg. Unit Cost</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Concrete Pavement</td>
<td>10,000</td>
<td>SY</td>
<td>$30.00</td>
<td>$300,000.00</td>
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<tr>
<td>2</td>
<td>Driveway Apron</td>
<td>2</td>
<td>EA</td>
<td>$7,315.00</td>
<td>$14,630.00</td>
</tr>
<tr>
<td>3</td>
<td>6” Curb</td>
<td>4,250</td>
<td>LF</td>
<td>$20.00</td>
<td>$85,000.00</td>
</tr>
<tr>
<td>4</td>
<td>5’ Sidewalk</td>
<td>1,450</td>
<td>SY</td>
<td>$40.00</td>
<td>$58,000.00</td>
</tr>
<tr>
<td>5</td>
<td>ADA Sidewalk Ramps</td>
<td>9</td>
<td>EA</td>
<td>$250.00</td>
<td>$2,250.00</td>
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<td>6</td>
<td>Traffic Control Plan Allowance</td>
<td>1</td>
<td>LS</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
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Subtotal: $474,880.00

## Electrical Improvements

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<th>Unit</th>
<th>Avg. Unit Cost</th>
<th>Extension</th>
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<tbody>
<tr>
<td>1</td>
<td>Electrical Conduit Allowance</td>
<td>1</td>
<td>LS</td>
<td>$50,000.00</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Electrical Transformer Allowance</td>
<td>1</td>
<td>LS</td>
<td>$50,000.00</td>
<td>$50,000.00</td>
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Subtotal: $100,000.00

## Utility Improvements

<table>
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<tr>
<th>Item</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Avg. Unit Cost</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>6” Water Line Extension</td>
<td>600</td>
<td>LF</td>
<td>$30.00</td>
<td>$18,000.00</td>
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<tr>
<td>2</td>
<td>2” Water Line Extension</td>
<td>47</td>
<td>LF</td>
<td>$25.00</td>
<td>$1,175.00</td>
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<tr>
<td>3</td>
<td>Fire Hydrants &amp; Gate Valve Assembly</td>
<td>3</td>
<td>EA</td>
<td>$4,500.00</td>
<td>$13,500.00</td>
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<tr>
<td>4</td>
<td>6” Combination Water Meter &amp; Backflow Preventer</td>
<td>1</td>
<td>LF</td>
<td>$40,000.00</td>
<td>$40,000.00</td>
</tr>
<tr>
<td>5</td>
<td>6” Sanitary Sewer Extension</td>
<td>505</td>
<td>LF</td>
<td>$65.00</td>
<td>$32,825.00</td>
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<tr>
<td>6</td>
<td>8” Sanitary Sewer Extension</td>
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<td>LF</td>
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<td>$49,000.00</td>
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<tr>
<td>7</td>
<td>Precast Sanitary Manhole with Liner</td>
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<td>EA</td>
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<td>$42,000.00</td>
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<td>6”x12” Tapping Sleeve &amp; Valve</td>
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<td>EA</td>
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</table>

Subtotal: $200,000.00

## Masonry, Striping, & Signage Improvements

<table>
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<th>Item</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Avg. Unit Cost</th>
<th>Extension</th>
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<tbody>
<tr>
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<td>Striping Allowance</td>
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<td>LS</td>
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<td>Signage Allowance</td>
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</tbody>
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Subtotal: $50,000.00

### 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.

---

**Total** $1,979,868.00

10% Contingency $179,988.00

**Total** $2,159,856.00